



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

**St Vincent's Private Hospitals Limited T/A St Vincent's Private
Community Hospital Griffith & Mater Hospital Sydney**
(AG2019/1795)

ST VINCENT'S HEALTH AUSTRALIA (NSW PRIVATE HOSPITALS) SUPPORT SERVICES ENTERPRISE AGREEMENT 2018

Health and welfare services

DEPUTY PRESIDENT YOUNG

MELBOURNE, 12 AUGUST 2019

*Application for approval of the St Vincent's Health Australia (NSW Private Hospitals)
Support Services Enterprise Agreement 2018.*

[1] St Vincent's Private Hospitals Limited (the Employer) has made an application for approval of an enterprise agreement known as the *St Vincent's Health Australia (NSW Private Hospitals) Support Services Enterprise Agreement 2018* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached at Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, and on the basis of the material contained in the application, and the accompanying statutory declaration, I am satisfied that each of the requirements of ss 186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] Health Services Union of Australia being a bargaining representative for the Agreement, has given notice under s 183 of the Act that they seek to be covered by the Agreement. In accordance with s 201(2) and based on the statutory declaration provided by the organisation, I note that the Agreement covers the organisation.

[5] The Agreement was approved on 12 August 2019 and, in accordance with s 54, will operate from 19 August 2019. The nominal expiry date of the Agreement is 31 December 2021.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No:

AG2019/1795

Applicant:

St Vincent Private Hospitals Ltd and The Congregation of Religious Sisters of Charity of Australia (SVHA)

Section 185 – Application for approval of a single enterprise agreement

UNDERTAKINGS

I, Anna Clarke, Director of Human Resources, for SVHA, give the following undertakings in accordance with section 190 of the *Fair Work Act 2009* with respect to the *St Vincent's Health Australia (NSW Private Hospitals) Support Services Enterprise Agreement 2018 (the Agreement)*:

1. Reference to clause 14 in Clause 2 – Coverage, of the Agreement, will be replaced with clause 12, as follows:

Employees employed by the Employer performing work within the classifications defined at clause 12 of this Agreement; and

2. Clause 18.1.4 of the Agreement will be amended (as underlined):

18.1.4 The ordinary hours of work for a day worker will be worked Monday to Friday and: (a) to commence on such days at or after 5:30 am and before 10:00 am; and (b) will be worked between 5.30am and 6.00pm each day.



Anna Clarke
Director of Human Resources

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

**ST VINCENT'S HEALTH AUSTRALIA
(NSW PRIVATE HOSPITALS)**

**SUPPORT SERVICES
ENTERPRISE AGREEMENT
2018**

Table of Contents

Contents

Part 1 – Agreement	4
1. Agreement Title	4
2. Coverage	4
3. Operative Dates for Agreement	4
4. Relationship to the NES	4
5. Definitions	5
6. Resolution of Disputes	7
7. Agreement Flexibility	8
8. Consultation	9
Part 2 – Employment Relationship and Terms	12
9 Types of Employment	12
10. Termination of Employment	15
11. Redundancy	16
Part 3 – Classifications, Rates of Pay and Related Matters	19
12. Classifications	19
13. Rates of Pay	23
14. Salary Packaging and Salary Sacrifice	23
15. Superannuation	25
16. Higher Duties	25
17. Allowances	25
17.1 On call allowance	26
17.2 Rostered Day Off On Call Allowance	26
17.3 Service Allowance:	26
17.4 Meal Allowance (Overtime)	27
Part 4 – Hours and related matters	28
18. Ordinary Hours & Roster	28
18.1 Hours	28
18.2 Accrued Days Off	29
18.3 Rostering	30
18.4 Breaks & Meals	31
18.5 Shift Work	32
18.6 Weekend Work	32
19 Overtime / Time in Lieu	32
Part 5 – Leave & Related Matters	35
20. Annual Leave	35
21 Annual Closedown, during periods of low occupancy	37
22. Public Holidays	37
23. Personal / Carers Leave	39
24. Compassionate Leave	40
25. Long Service Leave	41
26. Parental Leave	42
27. Family & Community Services Leave	49
28. Ceremonial Leave	50
29. Jury Service	50
30. Leave to deal with Family and Domestic Violence	50

Part 6 – Other Matters	52
31. HSU NSW Branch Representatives	52
33. Attendance at Meetings and Fire Drills	54
34. Uniforms, Safety and Protective Equipment	54
35. Inspection of Lockers.....	55
36. Labour Flexibility.....	55
37. Workload Management	56
38. Redeployment of Staff	56
39. Training, Development and Education.....	57
Appendix A	58
Table 1 – Wage Rates	58
Table 2 – Allowances.....	59
Signature Page	60

Part 1 – Agreement

1. Agreement Title

This agreement shall be known as the St Vincent’s Health Australia (NSW Private Hospitals) Support Services Enterprise Agreement 2018.

2. Coverage

This Agreement will cover:

- St Vincent’s Health Australia (New South Wales Private Hospitals) operating as:
 - Mater Hospital Sydney (ABN 61 083 645 505);
 - St Vincent’s Private Community Hospital Griffith (ABN 61 083 645 505); and
 - St Vincent’s Private Hospital Sydney (ABN 99 269 630 262),

collectively referred to as “the employer” or “the hospital”;

- Employees employed by the Employer performing work within the classifications defined at clause 14 of this Agreement; and
- Subject to the requirements of the *Fair Work Act 2009* (Cth), the HSU New South Wales Branch.

3. Operative Dates for Agreement

This Agreement will commence operation from the seventh day after the Agreement is approved by the Fair Work Commission and will remain in force until 31 December 2021 and thereafter in accordance with the *Fair Work Act 2009* (Cth).

The Employer will endeavour to commence negotiations for a replacement agreement 4 months prior to the expiration of this agreement.

4. Relationship to the NES

Entitlements in accordance with the National Employment Standards (“NES”) are provided for under the *Fair Work Act 2009* (Cth). Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES are more favourable to an Employee in a particular respect than the provisions in this Agreement, then the NES will prevail in that

respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.

5. Definitions

Unless the context otherwise indicates or requires, the terms or expressions defined below shall have their respective meanings assigned to them:

“Accrued Day Off” is a paid day off in a roster period where an employee has worked extra hours that add up over a set period of time.

“Act” means *Fair Work Act 2009* (Cth), as amended from time to time.

“Continuous service” is defined in accordance with section 22 of the Act.

“Day Worker” means an employee who works their ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 5.30 a.m. and before 10.00 a.m.

“Direct Supervision” shall mean that a person:

- (a) receives detailed instructions on the work to be performed; and
- (b) performs tasks which are part of an overall work routine; and
- (c) is subject to regular personal progress checks on the work being performed.

“General Supervision” shall mean that a person:

- (a) receives instructions on what is required on unusual or difficult features of the work and on the method of approach when new procedures are involved; and
- (b) is normally subject to progress checks which are usually confined to unusual or difficult aspects of the tasks; and
- (c) has the knowledge and experience required to perform the duties, usually without specific instructions, but has assignments reviewed on completion.

“Health Institution” means an institution (other than a hospital) by or at which health services or health support services are provided as defined in the Dictionary of the *Health Services Act 1997*.

“Hospital” or “Employer” means St Vincent’s Health Australia (New South Wales Private Hospitals) as set out at clause 2.

“Leading Hand” means a person appointed as such, who is placed in charge of not less than two other Employees of a substantially similar classification, but does not include any Employee whose classification denotes supervisory responsibility.

“Limited Supervision” shall mean that a person:

- (a) may be subject to progress checks which will be principally confined to establishing that satisfactory progress is being made; and
- (b) may have assignments reviewed on completion.

"On Call" refers to the period an employee is required to make themselves available outside of a normal rostered shift, usually waiting to be called in to work.

“NES” means the National Employment Standards as defined by the Act.

“Rostered Day Off” is an unpaid day in a roster period where an employee is not required to work.

“Shift Worker” is an employee who is regularly rostered to work their rostered hours outside the ordinary hours of work as a Day Worker.

"Union" means the Health Services Union, New South Wales Branch.

“Workplace Representative” means a nominated workplace representative who may be an official of the Union or other person nominated by the employee to represent them.

“FWC” means the Fair Work Commission.

“Immediate family” of an employee means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
- (iii) spouse includes a former spouse.
- (iv) de facto partner of an employee:
 - (a) means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
 - (b) includes a former de facto partner of the employee.

“Ordinary rate” means the rate of pay payable to the employee for his or her ordinary hours of work, but does not include any loadings, penalties, allowances or overtime unless otherwise stated in this Agreement.

6. Resolution of Disputes

- 6.1 If a dispute relates to a matter arising under this Agreement or the NES, this clause sets out the procedures to settle the dispute.
- 6.2 An employee, or groups of employees, may appoint a representative for the purposes of resolving workplace disputes under this clause. This representative may be the Union.
- 6.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee(s) and / or their chosen representative, which may be the Union, and relevant management.
- 6.4 If the matter is not resolved within a reasonable time frame, either party to the dispute may refer the dispute to the Chief Executive Officer of the Hospital (or his or her nominee). Discussions at this level must take place and be concluded within a reasonable time frame of referral or such extended period as may be agreed.
- 6.5 If a dispute is unable to be resolved at the workplace, and all appropriate steps under subclauses 6.3 to 6.4 have been taken, either party to the dispute may refer the matter to the Fair Work Commission for resolution. The Fair Work Commission is expressly permitted by this agreement to perform any function it considers appropriate to ensure the settlement of the dispute, including mediation, conciliation or arbitration.

The hospital or employees may appoint another person, organisation or association to accompany and/or represent them for the purposes of this Clause.

- 6.6 During these procedures normal work must continue.
- 6.7 The status quo before the emergence of the dispute must continue whilst these procedures are being followed. For this purpose "status quo" means the work procedures and practices in place:
- (a) immediately before the issue arose; or
 - (b) immediately before any change to those procedures or practices, which caused the issue to arise, was made.

The hospital must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.

- 6.8 Throughout all stages of these procedures, adequate records must be kept of all discussions.

7. Agreement Flexibility

7.1 The Employer and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the employer and employee.

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

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

7.3 The employer must ensure that the individual flexibility arrangement:

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

- (e) states the day on which the arrangement commences.
- 7.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 7.5 The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing — at any time.
- 7.6 The employer must provide information regarding arrangements made under this clause to the Union, upon request.
- 7.7 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an individual flexibility agreement between an employer and an individual employee contained in any other term of this Agreement.

8. Consultation

- 8.1 This term applies if the employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- 8.2 For a major change referred to in paragraph 8.1(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses 8.3 to 8.9 apply.

8.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

8.4 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

8.5 As soon as practicable after making its decision, the employer must:

(a) discuss with the relevant employees:

- (i) the introduction of the change; and
- (ii) the effect the change is likely to have on the employees; and
- (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

(b) for the purposes of the discussion--provide, in writing, to the relevant employees:

- (i) all relevant information about the change including the nature of the change proposed; and
- (ii) information about the expected effects of the change on the employees; and
- (iii) any other matters likely to affect the employees.

8.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

8.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

8.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 8.2(a) and subclauses 8.3 and 8.5 are taken not to apply.

8.9 In this term, a major change is ***likely to have a significant effect on employees*** if it results in:

- (c) the termination of the employment of employees; or
- (d) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (e) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (f) the alteration of hours of work; or
- (g) the need to retrain employees; or
- (h) the need to relocate employees to another workplace; or
- (i) the restructuring of jobs.

Change to regular roster or ordinary hours of work

8.10 For a change referred to in paragraph 8.1(b):

- (a) the employer must notify the relevant employees of the proposed change; and
- (b) subclauses 8.11 to 8.15 apply.

8.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.

8.12 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

8.13 As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion--provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and

(c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

8.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

8.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

8.16 In this term:

"relevant employees " means the employees who may be affected by a change referred to in subclause 8.1.

Part 2 – Employment Relationship and Terms

9 Types of Employment

9.1 Employment categories

Employees covered by this Agreement will be employed in one of the following categories:

- (a) full-time;
- (b) part-time; or
- (c) casual.

At the time of engagement an employer will inform each employee whether they are employed on a full-time, part-time or casual basis. An employer may direct an employee to carry out such duties that are within the limits of the employee's skill, competence and training, consistent with the respective classification.

9.2 Full-time employment

A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 20 of this Agreement.

9.3 Part-time employment

9.3.1 A part-time employee is an employee who is engaged to work less than the full-time hours of an average of 38 hours per week and who has reasonably predictable hours of work.

9.3.2 Before commencing part time employment, the employer and employee will agree in writing on:

- (a) the span of hours that the employee may be rostered within a fortnight. This span of hours shall include

which shifts the employee may be rostered to work:
and

- (b) the days of the week the employee may be rostered to work within a fortnight; and
- (c) the agreed minimum number of contracted hours to be worked in a fortnight.
- (d) Subject to clause 19.6, a part-time employee may agree to work in excess of their rostered ordinary hours at the ordinary time rate of pay, provided that no part-time employee shall be directed to work in excess of their rostered ordinary hours at the ordinary rate of pay.

9.3.3 Hours worked by part-time employees may be balanced over a week or a fortnight, provided that the average weekly hours worked shall be deemed to be the specified number of hours for the purposes of accrual of leave provided for by this Agreement, and provided that there shall be no interruption to the continuity of employment merely by reason of an employee working on a "week on, week off" basis in accordance with this clause.

9.3.4 The terms of this agreement will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.

9.3.6 Annual Review of part-time hours

Once a year a part-time employee may apply to have their specified contract hours reviewed by the hospital, on the basis that they have regularly worked more ordinary hours than previously specified in their contract.

The Hospital will review each request in line with the operational requirements of the hospital and shall consider and formally respond to each application, clearly stating the reason why or why not the application was or was not successful.

The decision to change an employees' specified contract hours is at the hospitals discretion. Approval shall not be unreasonably withheld.

9.4 Casual employment

Unless otherwise specified in other clauses of this agreement, the following terms define the terms and conditions for casual employees covered by this agreement.

9.4.1 Definition

A casual employee is an employee engaged as such on an hourly basis, other than as a part-time, full-time or fixed-term

employee, to work up to and including 38 ordinary hours per week.

9.4.2 Casual Rate of Pay

A casual employee will be paid per hour calculated at the rate of 1/38th of the weekly rate appropriate to the employee's classification as defined in this agreement. In addition, a 25% loading which is paid instead of the paid leave entitlements of full-time employees.

9.4.3 Period of Engagement

The minimum period of engagement of a casual employee is three hours.

9.4.4 Public Holidays Worked

Casual employees who work on a public holiday, as defined in this agreement, shall be paid double time and one-half for all time worked in lieu of the casual loading provided for in sub clause 11.4.2.

9.4.5 Weekend Work

Casual employees shall be paid the following penalty rates for weekend work. These penalty rates are in lieu of the casual loading provided in sub clause 11.4.2.

- time and one-half for work between midnight Friday and midnight Saturday;
- time and three-quarters for work between midnight Saturday and midnight Sunday.

9.4.6 Overtime

Casual employee shall only be entitled to Overtime defined in Clause 21 of this agreement when they work more than 76 hours in the fortnight. The rate used to calculate overtime is exclusive of the casual loading defined in sub clause 11.4.2.

9.4.7 Notice of Termination for Casual employees

The hospital may terminate the employment of a casual employee with one hour's notice.

9.4.8 Work for other facilities

Casual employees employed by the employer may work at any facility operated by St Vincent's Health Australia subject to requirements, relevant recruitment processes, mutual agreement and appropriate notice.

9.4.9 Additional Conditions for casual employees

- 9.4.9.1 Casual employees shall only be engaged in the following circumstances:
- (a) for short term periods where there is a need to supplement the work force arising from fluctuations in the needs of the facility; or
 - (b) in place of another staff member who is absent; or
 - (c) in an emergency

9.4.9.2 Where and/or urgent situations arise, the casual employee will be reimbursed reasonable travel costs incurred in traveling to the employer's premises.

9.4.10 Annual Review of Casual Employment Status

On an annual basis any casual employee can apply to the hospital to have their employment contract converted from casual to full-time or part-time employment, on the basis that they have systematically worked regular and similar hours over the preceding 6 month period.

The hospital will review each request in line with the operational and legislative requirements of the hospital and shall consider and formally respond to each application, clearly stating the reason why or why not the application was or was not successful.

The decision to change an employees' employment status is at the hospitals discretion. Approval shall not be unreasonably withheld.

10. Termination of Employment

10.1 Notice by hospital

Except in the case of serious misconduct, the services of an employee shall be terminated by the following notice period:

Employee's period of continuous service with the hospital at the end of the day the notice is given	Notice Period
Not more than three years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

The notification period is increased by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with the hospital at the end of the day the notice is given.

Where an employer has given notice of termination to an employee, an employee will be granted up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at

times that are convenient to the employee after consultation with the employer.

10.2 Notice by the Employee

The employee shall provide notice of termination in accordance with the following notice period:

Employee's period of continuous service with the hospital at the end of the day the notice is given	Notice Period
Not more than 1 year	1 week
More than 1 year but not more than three years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

10.3 Payment in Lieu

The employer may elect to pay the employee payment in lieu of notice of at least the amount the employer would have been liable to pay the employee at the ordinary rate for the hours the employee would have worked had the employment continued until the end of the minimum period of notice.

11. Redundancy

11.1 Notice of Termination-Redundancy

The notice period for termination as a result of redundancy is as per Clause 10.1.

11.1.1 Time off during the notice period

During the period of notice of termination given by the employer, each affected employee shall be allowed up to one day's time off without loss of pay for each week of notice for the purposes of seeking other employment.

If an employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, if the employer so requests, the employee shall be required to produce proof of attendance at an interview. If the employee is so required to produce such proof of attendance and fails to do so, the employee shall not be entitled to receive payment for such time.

11.1.2 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 to which the employee would have been entitled had the employee remained with the employer until the expiry of such notice.

11.1.3 Statement of employment

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

11.1.4 Notice to Centrelink

Where a decision has been made to terminate the employment of 15 or more employees, the hospital shall notify Centrelink of this, 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.

11.1.5 Centrelink Employment Separation Certificate

The employer shall provide to an employee whose employment has been terminated an Employment Separation Certificate in the form required by Centrelink.

11.1.6 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties 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 rates for the number of weeks of notice still owing.

11.2 Severance Pay

Unless the Fair Work Commission subsequently orders otherwise, where the employment of an employee is to be terminated for reasons of redundancy, the employer shall pay, in addition to other payments due to that employee, the following severance pay in respect of the following continuous periods of service:

Where the employee is under 45 years of age, the employer shall pay the employee in accordance with the following scale:

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

Where the employee is 45 years of age or over, the employer shall pay the employee in accordance with the following scale:

Years of Service	Minimum Amount of Severance Pay
Less than 1 year	Nil
1 year and less than 2 years	5 weeks' pay
2 years and less than 3 years	8.75 weeks' pay
3 years and less than 4 years	12.5 weeks' pay
4 years and less than 5 years	15 weeks' pay
5 years and less than 6 years	17.5 weeks' pay
6 years and over	20 weeks' pay

"Week's pay" means the ordinary rate for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate and any over- agreement payments:

- (a) shift allowances as prescribed in this Agreement; and / or
- (b) weekend penalties as prescribed in this Agreement.

11.3 Incapacity to pay

Subject to an application by the hospital and further order of the Fair Work Commission an employer may pay a lesser amount (or no amount) of severance pay than that contained in clause 11.2, Severance Pay, above.

Part 3 – Classifications, Rates of Pay and Related Matters

12. Classifications

12.1 The following classifications apply to all employees working at hospitals excluding St Vincent's Private Hospital Sydney.

Officer Grade 1

Unqualified skills. Knowledge of important information through on-the-job and short courses, and experience relevant to performing the duties, including the processes and tasks of the position. Responsibility to make decisions necessary to do the work, with regular monitoring by supervisor. Indicative positions / roles include (but not limited to) the following:

- Delivery Ward Assistant
- Food Distribution Assistant
- Housekeeper / Cleaner
- Kitchen Hand

Officer Grade 2

Semi-skilled 1. Higher level of knowledge learnt through on-the-job and short courses, with longer periods of experience required to learn all facets of the position. Less closely monitored but most decisions relate to performing the tasks of the position. Indicative positions / roles include (but not limited to) the following:

- Maintenance
- Medical Records Clerk
- Technical Aide

Officer Grade 3

Semi-skilled 2. Significant level of knowledge, with certificate, or higher qualification and experience or with substantial experience. Some autonomy of decisions, but within policy and procedures, the impact of which may go beyond the immediate workplace. Supervision of lower Grades possible. Indicative positions / roles include (but not limited to) the following:

- Patient Care Orderly
- Car Park Attendant
- Trainee Anaesthetic Technician
- Unqualified experienced Sterilising staff
- Leading Hand Cleaner
- Wardsman
- Food Call Centre Assistant
- Stores Assistant

Officer Grade 4

Skilled. Diploma or higher qualification, or many months / years on-the-job learning required. Autonomy for decisions within policies and procedures. Outcomes from co-ordinated group of tasks monitored by supervisor. Supervision of lower Grades possible. Indicative positions / roles include (but not limited to) the following:

- Ward Clerk
- Cook
- Patient Care Orderly – higher responsibility
- Qualified Sterilising Staff (inexperienced with Certificate)
- Receptionist

Officer Grade 5

Higher skilled. Tertiary degree or recognised Australian Qualifications Framework (**AQF**) qualification and some experience, or many years of experience. Decision making beyond policy and procedures. Supervision of lower Grades possible. Indicative positions / roles include (but not limited to) the following:

- Medical Records Coordinator
- Food Services Supervisor
- Housekeeping / Cleaning Supervisor
- Chef

Officer Grade 6

Senior, Supervisor, Semi-professional or New Professional. Tertiary degree or recognised AQF qualification and much experience, or lower qualification or skill-specific education and very many years of experience. Substantial autonomy for decision making, including advising others to assist them in their decision making. Supervision of lower Grades possible. Interaction with external parties as required by the hospital in connection with the administration of the business. Indicative positions / roles include (but not limited to) the following:

- Sous Chef
- Finance / Accounts Officers
- Pastoral Care Workers
- Technical Aide Leading Hand
- Sous Chef

Officer Grade 7

Professional. Tertiary qualified or some management responsibilities. Indicative positions / roles include (but not limited to) the following:

- Medical Records Supervisor
- Customer Service Supervisor
- Executive Chef

Officer Grade 7.2

Indicative positions / roles include (but not limited to) the following

- Store Manager
- Electrician

14.2 The following classifications apply to employees employed at St Vincent's Private Hospital:

SVPH Officer Grade 1

Unqualified skills. Knowledge of important information through on-the-job and short courses, and experience relevant to performing the duties, including the processes and tasks of the position. Responsibility to make decisions necessary to do the work, with regular monitoring by supervisor. Indicative positions / roles include (but not limited to) the following:

- Laundry Hand
- Kitchenhand
- Ward Assistant
- Cleaner
- Food Services Assistant

SVPH Officer Grade 2

Semi-skilled 1. Higher level of knowledge learnt through on-the-job and short courses, with longer periods of experience required to learn all facets of the position. Less closely monitored but most decisions relate to performing the tasks of the position. Indicative positions / roles include (but not limited to) the following:

- Storeperson
- Kitchen Assistant
- Clerk - direct supervision, performs work of a routine and repetitive and clerical nature which requires the exercise of limited discretion. Duties may include checking figures; matching documents; sorting or filing papers and handling mail.

SVPH Officer Grade 2S

Unqualified, inexperienced Sterilising Staff

SVPH Officer Grade 3

Semi-skilled 2. Significant level of knowledge, with certificate, or higher qualification and experience or with substantial experience. Some autonomy of decisions, but within policy and procedures, the impact of which may go beyond the immediate workplace. Supervision of lower Grades possible. Indicative positions / roles include (but not limited to) the following:

- Clerk – performs under general supervision and who, in addition to performing the Clerk duties of SVPH Officer Grade 2, performs general clerical duties which involve the exercise of some initiative and minor decision making. Duties may include switchboard operations or typing.
- Cook
- Patient Care Orderly
- Car Park Attendant
- Handyperson
- Trainee Anaesthetic Technician

SVPH Officer Grade 3S

Unqualified, experienced Sterilising Staff

SVPH Officer Grade 4

Skilled. Diploma or higher qualification, or many months / years on-the-job learning required. Autonomy for decisions within policies and procedures. Outcomes from co-ordinated group of tasks monitored by supervisor. Supervision of lower Grades possible. Indicative positions / roles include (but not limited to) the following:

- Clerk – in addition to performing Clerk duties of SVPH Officer Grade 3, performs clerical duties which may include stenography, comptometer operation, ledger posting, data processing, computer operator, verifier operator.
- Chef
- Patient Care Orderly – higher responsibility

SVPH Officer Grade 4S

Qualified Sterilising Staff (inexperienced with Certificate)

SVPH Officer Grade 5

Higher skilled. Tertiary degree or recognised AQF qualification and some experience, or many years of experience. Decision making beyond policy and procedures. Supervision of lower Grades possible. Indicative positions / roles include (but not limited to) the following

- Clerk – performs clerical duties under limited supervision and who is regularly required to exercise independent initiative and judgement and who has a knowledge of office procedures and the hospitals business. In addition to performing clerical duties of SVPH Officer Grade 4, their duties may include supervision and/or control of other clerks' duties, typing pool and book keeper.
- Domestic Supervisors
- Senior Technician

SVPH Officer Grade 5S

Qualified Sterilising Staff (experienced with Certificate)

SVPH Officer Grade 6

Senior, Supervisor, Semi-professional or New Professional. Tertiary degree and much experience, or lower qualification or skill-specific education and very many years of experience. Substantial autonomy for decision making, including advising others to assist them in their decision making. Supervision of lower Grades possible. Interaction with external parties as required by the hospital in connection with the administration of the business.

SVPH Officer Grade 7.1 – Grade 7.5

Professional. Tertiary qualified or some management responsibilities.

SVPH Officer Grade 7.2S

Sterilising Leading Hand

SVPH Officer Grade 7.4S
Sterilising Technical Supervisor

13. Rates of Pay

- 13.1 Employees covered by this Agreement will be paid the rates as set out in Appendix A, Table 1 of this Agreement, corresponding to their applicable classification as defined above.

14. Salary Packaging and Salary Sacrifice

- 14.1 Employees may be able to make voluntary pre-tax contributions or payments through a written salary sacrifice/ packaging agreement between the Employer and the Employee. The Employer will pay the salary sacrifice/ packaging amount in accordance with the salary sacrifice/ packaging agreement.
- 14.2 An employee may apply to have their ordinary time earnings reduced by an amount nominated by them as a salary sacrifice/ packaging contribution for their benefit.
- 14.3 The total value of the reduced salary and the agreed value of the benefits provided will not be less than the amount that would otherwise be paid if the salary sacrifice/ packaging arrangement was not in place. The employees will be offered the opportunity to choose from the list of benefits, which will be paid by the Employer, through the provider of the service, instead of receiving gross salary. Gross salary is reduced by the amount of the benefits paid by the Employer. The new gross salary is then subject to PAYG tax.
- 14.4 The Employer will nominate a provider of salary sacrificing/ packaging services to manage these arrangements. The cost of the administration of the salary sacrifice/packaging arrangement is to be borne by the employee and deducted from the employee's account each fortnight.
- 14.5 The Employer shall meet the cost of implementing the administrative and payroll arrangements necessary for the introduction of salary sacrifice/ packaging to the employees under this Agreement.
- 14.6 All existing entitlements such as superannuation, leave loading, penalties and overtime will be based on the pre-packaged salary.

14.7 The parties recognise the need for employees to consider independent financial and taxation advice and recommend that employees consider such advice prior to entering into salary sacrifice/ packaging arrangements.

14.8 The employees covered under this Agreement will have access to salary sacrifice/ packaging arrangements subject to the following provisions:

- (i) Accessing a salary sacrifice/ packaging arrangement is a voluntary decision to be made by the individual employee.
- (ii) The employee wishing to enter into a salary sacrifice/ packaging arrangement will be required to sign a document which indicates that:
 - a. The Employee has sought expert advice in relation to entering into such an arrangement and;
 - b. The Employee understands that in the event that Fringe Benefits Tax (FBT) becomes payable on the benefit items which are selected, the salary sacrifice/ packaging arrangement shall lapse and a new arrangement be put in place whereby the total cost of salary sacrificing to the Employer does not increase.
 - c. If the Employee elects to continue with sacrificing/ packaging, the cost of the payment of the FBT will be passed back to the Employee, or benefit items can be converted back to the agreed salary as per this Agreement.
 - d. That upon resignation or termination of employment the Employer shall be, by deduction from final payments or upon demand, reimbursed any amounts of over-expenditure.

14.9 In the event that the law governing superannuation and/or taxation make the objective of this clause ineffective, unattainable or illegal, the employer will advise the employee concerned. The salary sacrifice/ packaging contribution arrangement will be terminated or amended to comply with such laws.

14.10 Unless otherwise agreed by the Employer, an employee may terminate their salary sacrifice contribution/payment by giving not less than one

month's written notice, provided the terms of any other agreement relating to the salary sacrifice/ packaging benefit are met.

15. Superannuation

- 15.1 The employer shall pay the superannuation guarantee contribution as per applicable legislation.
- 15.2 Upon commencement of employment, the employer will provide each employee with a membership form for their preferred fund and will forward the completed membership forms to a complying fund of the employee's choice within 28 days. In the event that the employee does not complete an application form within 28 days, the employer will forward contributions and the employee's details to the default fund, Health Employees' Superannuation Trust Australia ("HESTA"). The default fund offers a MySuper product.
- 15.3 **Salary Sacrifice to Superannuation**
In addition to the employer's statutory contributions to the employee's superannuation fund, an employee may make an additional contribution from their salary, and on receiving written authorisation from the employee, the employer must commence making contributions to the fund in accordance with applicable legislation.

16. Higher Duties

An employee engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed in any one day of shift will be paid at the higher wage rates for:

- (a) the time so worked for two hours or less; or
- (b) a full day or shift where the time so worked exceeds two hours.

This clause shall not apply when a staff member in a higher grade is absent from duty by reason of their rostered day off duty as a consequence of working a 38 hour week.

17. Allowances

The following allowances are applicable to this Agreement. The rates payable for each allowance are defined in Appendix A, Table 2 of this Agreement.

17.1 On call allowance

A staff member required by the Hospital to be on call between shifts, shall be paid an allowance as set out in Appendix A, Table 2, Allowances, for each period of 24 hours or part thereof provided that only one allowance shall be payable in any period of 24 hours.

17.2 Rostered Day Off On Call Allowance

A staff member required to be on call on rostered days off shall be paid an allowance as set out in Appendix A, Table 2, Allowances, for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any 24 hours.

17.3 Service Allowance:

- (i) 'Old' Service Allowance (St Vincent's Private Hospital)
All employees appointed before 1 October 1986, after 10 years continuous service with the hospital shall be paid this service allowance of 10%

Employees who currently receive this allowance shall not be entitled to the 'new' service allowance described below.

- (ii) 'New' Service Allowance

A service allowance will be paid to staff as follows:

Length of Service	Amount
1 to 3 years of service	\$5.50 per week
3 to 5 years of service	\$12.00 per week
5 to 10 years of service	\$17.00 per week
10 or more years of service	\$22.00 per week

The service allowance will be paid on a "flat" weekly basis, and will be paid for all paid leave, but will not be taken into calculation for shift penalties or overtime.

This allowance will not be paid to staff who are currently paid the 'old' service allowance described above.

17.4 Meal Allowance (Overtime)

A staff member who is required to work overtime for more than two hours and such overtime goes beyond 7:00 am, 1:00 pm and 6:00 pm shall be supplied with a meal from the staff cafeteria.

If the cafeteria is closed or the Hospital is unable to supply a meal the meal allowance set out in Appendix A Table 2, Allowances shall be paid.

Neither a meal nor an allowance will be provided if the staff member has been requested to work overtime prior to the end of the previous shift worked, as they would have had time to make alternate arrangements for a meal.

Part 4 – Hours and related matters

18. Ordinary Hours & Roster

18.1 Hours

- 18.1.1 The ordinary hours of work for day workers, exclusive of meal times, shall not exceed 152 hours per 28 calendar days or 76 hours per fortnight.
- 18.1.2 The ordinary hours of work for shift workers, exclusive of meal times, shall not exceed 152 hours per 28 calendar days or 76 hours per fortnight or an average of 38 hours per week in each roster cycle.
- 18.1.3 Not more than 10 ordinary hours of work (exclusive of meal breaks) are to be worked in any one day.
- 18.1.4 The ordinary hours of work for a day worker will be worked Monday to Friday and to commence on such days at or after 5:30 am and before 10:00 am.
- 18.1.5 The hours of work for full time staff members prescribed in this Clause shall be arranged as follows:
- (a) 152 hours in a 28 calendar day cycle to be arranged so that each staff member shall not work their ordinary hours on more than 19 days in the cycle; or
 - (b) 76 hours per fortnight to be arranged so that each staff member shall not work their ordinary hours on more than ten days in the fortnight; or
 - (c) 38 hours per week to be arranged so that each staff member shall not work their ordinary hours on more than five days in the week; or
 - (d) 76 hours per fortnight to be arranged so that each staff member shall not work their ordinary hours on more than nine days in the fortnight; or
 - (e) 114 hours per 21 calendar day cycle to be arranged so that each staff member shall not work their ordinary hours on more than 14 days in the cycle; or
 - (f) 38 hours per week to be arranged so that each staff member shall not work their ordinary hours on more than four days in the week; or
 - (g) in such other way as agreed between the manager and staff member which meets the other subclauses of this Clause and Clause 10.3

- 18.1.6 Each staff member shall be entitled to not less than four full days in each fortnight free from duty or two full days in each week free from duty and such rostered days off shall, where practicable, be consecutive.
- 18.1.7 Full-time staff members shall receive a minimum payment of four hours for each start in respect of ordinary hours of work. Permanent part-time and casual staff members shall receive a minimum payment of three hours for each such start.
- 18.1.8 The Employer committed to maximising its permanent workforce (full time and/or part time staff) whilst ensuring that staffing is in line with occupancy levels. The employer will ensure that current part time staff will be offered additional shifts in the first instance where practicable taking into account hours already worked. Where a part time employee is not available additional shifts would then be offered to casual staff where applicable.

18.2 Accrued Days Off

- 18.2.1 A staff member whose ordinary hours of work are arranged in accordance with 18.1.5, shall be entitled to an accrued day off in each roster cycle of 28 calendar days or 35 calendar days, as the case may be.
- 18.2.2 Such staff members shall have the hours worked on each of those days arranged to include a proportion of one hour on the basis of 0.4 of one hour for each eight-hour shift worked and 0.5 of one hour for each ten-hour shift which shall accumulate towards the staff member's allocated day off.
- 18.2.3 The staff member's accrued day off duty prescribed above shall be taken at an agreed time having regard to the needs of the place of employment. Such accrued day off duty shall, where possible, be consecutive with the rostered days off, provided that the Hospital and the staff member may agree to accumulate up to five accrued days off per year, to be taken in conjunction with the staff member's annual leave, or in accordance with 18.2.4, within 18 months of such accrual occurring. In special circumstances the employee may request to accumulate more than five days. This approval is at the discretion of the employer.
- 18.2.4 The employer is to decide when employees take their accrued days off. Where necessary the employer must consult with the affected employees to ascertain the employees' preferences and must take any such preferences into account when arriving at a decision.

- 18.2.5 Accrued days off duty may not be rostered to occur on public holidays, or in the case of weekends unless agreed upon by the employee.
- 18.2.6 No time towards accrued days off duty shall accrue during periods of workers' compensation, long service leave, parental leave or any period of unpaid leave, or the statutory four or 5 weeks annual leave.
- 18.2.7 A staff member returning to duty from the abovementioned leave shall be given the next accrued day off in sequence.
- 18.2.8 Where a staff member's accrued day off duty falls during a period of paid sick leave, the staff member's available sick leave shall not be debited for that day.
- 18.2.9 Accumulated ADOs may be converted in exceptional circumstances to additional pay, paid at ordinary rates, upon request from the employee and with the approval of the relevant manager.

18.3 Rostering

- 18.3.1 Rosters will be posted in a visible place.
- 18.3.2 Where practicable, each roster shall be displayed two weeks prior to the commencement of the first working period in the rosters.
- 18.3.3 This Clause shall not make it obligatory for the hospital to display any roster for casual or relieving staff.
- 18.3.4 All rosters will indicate the commencement and cessation times of the ordinary hours of work of the respective shifts for each employee.
- 18.3.5 Changes or variations to shift rosters will be announced at least 7 days prior to becoming operative.
- 18.3.6 A roster may be altered at any time to enable the services of the hospital to be carried on where another employee is absent from duty on account of illness or in an emergency. Where such alteration involves an employee working on a day which would have been his/her day off, such employee may elect to be paid at overtime rates or have a day off in lieu, which shall be mutually arranged.

Provided that this provision shall not apply where the only change to the roster of a part-time employee is the mutually

agreed addition of extra hours to be worked such that the part-time employee still has two rostered days off in that week, or four rostered days off in that fortnight. Provided that any alteration to the roster of hours of a day worker must be consistent with the definition of a day worker contained in the Definitions Clause of this Agreement.

- 18.3.7 Rosters are developed based on the operational demands of the facility and employees may be required to work various and rotating shifts from one working period to another.
- 18.3.8 Accrued Days off shall be shown on rosters.

18.4 Breaks & Meals

- 18.4.1 An employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes and shall not count as time worked. The time of taking the meal break may be varied by agreement between the employer and employee.

Except for meal breaks each day, all time from the commencement to the cessation of duty each day shall count as working time.

- 18.4.2 Two separate ten-minute tea breaks (in addition to meal breaks) shall be allowed to each staff member on duty during each ordinary shift of 7.6 hours or more. Where less than 7.6 ordinary hours are worked, staff members shall be allowed one 10-minute break within each 4-hour period. Subject to agreement between the employer and the staff member, the 2 ten-minute breaks may alternatively be taken as one 20-minute break, or as one 10-minute break with the staff member allowed to proceed off duty 10 minutes before the completion of the normal shift finishing time. Such break(s) shall count as working time.
- 18.4.3 There shall be a minimum break of 10 hours between ordinary rostered shifts on successive days. Should it not be possible to roster a minimum break of 10 hours between ordinary rostered shifts the employee shall receive overtime rates for the entirety of the shift that occurs after a break of less than 10 hours. Unless requested by the employee and mutually agreed to with employer and in this situation, overtime will not apply.
- 18.4.4 Notwithstanding the provisions of sub-clause 18.4.1 above, an employee required to work in excess of ten (10) ordinary hours, shall be entitled to a 60 minute meal break, and shall not count as time worked. Such time shall be taken as either two 30-

minute meal breaks or one 60-minute meal break, subject to agreement between the employer and the employee.

18.5 Shift Work

- 18.5.1 Employees working less than the hours prescribed for full-time employees in clause 11.2, Hours, shall only be entitled to shift allowance rates where their shifts commence prior to 5:30 a.m. or finish after 6:00 p.m.
- 18.5.2 Shift workers working afternoon or night shift shall be paid the following allowances in addition to their ordinary rate:
- (a) Afternoon shift commencing at or after 10:00 a.m. and before 1:00 p.m. - 10%
 - (b) Afternoon shift commencing at or after 1:00 p.m. and before 4:00 p.m. - 12.5%
 - (c) Night shift commencing at or after 4:00 p.m. and before 4:00 a.m. - 15%
 - (d) Early shift commencing at or after 4:00 a.m. and before 5:30 a.m. - 10%.

18.6 Weekend Work

- 18.6.1 Employees whose ordinary working hours include work on a Saturday or Sunday shall be paid the following penalties, in lieu of shift penalties in 18.5:
- (a) for work between midnight Friday and midnight on Saturday - time and one half;
 - (b) for work between midnight Saturday and midnight on Sunday - time and three quarters

19 Overtime / Time in Lieu

- 19.1 All time worked by employees outside the ordinary hours as set out in clause 18.1.1, 18.1.2 and 18.1.3, shall be paid for at the rate of time and one half for the first two hours, and double time thereafter, on each day overtime is worked. However, all overtime worked on public holidays shall be paid at the rate of double time and one half and all overtime worked on Sundays shall be paid at the rate of double time.
- 19.2 Employees recalled to work overtime after leaving the premises, after their normal ceasing time, shall be paid for a minimum of four hours, at the applicable overtime rate, for each time so recalled. Provided that, except in unforeseen circumstances, an employee shall not be required to work the full four hours if the

tasks they were recalled to perform are completed within a shorter period.

An employee recalled to work overtime in accordance with this subclause shall be reimbursed reasonable travel expenses incurred in respect of the recall to work.

- 19.3 Where an employee works so much overtime that he/she is not given ten consecutive hours off duty prior to commencing ordinary hours of work, he/she shall be released after the completion of such overtime, until he/she has had ten consecutive hours off duty. Such time off duty will occur without loss of pay for ordinary working time occurring during this absence.
- 19.4 Where an employer instructs such an employee to continue or resume work without having had ten consecutive hours off duty, the employee shall be paid at the rate of double time, until he/she is released from duty to take a break of at least ten consecutive hours. Such time off duty will occur without loss of pay for ordinary working time occurring during this absence.
- 19.5 For the purposes of assessing overtime, each day shall stand alone. Provided that, where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.
- 19.6 All time worked by permanent part-time employees:
(a) in excess of their rostered ordinary hours on any day (subject to any agreement to vary the employee's hours on that day in accordance with clause 9.3.2(d));
(b) in excess of 10 hours in any one day or 76 hours in a fortnight;
will be overtime and paid at the penalty rates prescribed at 19.1.
- 19.7 All time worked by casual employees in excess of 76 hours in a fortnight or 10 hours in any day will be paid as overtime at the rate of time and one half for the first two hours and double time thereafter. Except that on Sundays such overtime shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.
- 19.8 An employee may elect, with the consent of the hospital, to take time off in lieu of payment for overtime. Time in lieu shall accrue as the overtime would have been paid. For example, 2 hours of overtime at time-and-a-half would accrue as 3 hours' time in lieu.
- 19.9 Time off in lieu of overtime must be taken within three (3) months of it being accrued.

- 19.10 Where it is not possible for a staff member to take the time off in lieu of overtime within the three (3) month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
- 19.11 Staff members cannot be compelled to take time off in lieu of overtime.
- 19.12 Records of all time off in lieu of overtime owing to staff members and taken by staff members must be maintained by the Hospital.

19.13 Reasonable Hours

The Hospital may require an employee to work reasonable overtime at overtime rates.

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

For the purposes of deciding what is reasonable or otherwise will be having regard to:

- (a) any risk to employee health and safety.
- (b) The employee's personal circumstances including any family and carer responsibilities.
- (c) The needs of the workplace or enterprise.
- (d) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (e) Any other relevant matter.

Part 5 – Leave & Related Matters

20. Annual Leave

20.1 Accrual of Annual Leave

In accordance with the NES, full-time employees are entitled to:

- (a) 4 weeks of Annual Leave per year; or
- (b) 5 weeks of Annual Leave for shiftworkers.

Part-time employees are entitled to the above Annual Leave on a pro-rata basis.

For the purposes of the 5 weeks of annual leave provided for in the NES, a shiftworker is an employee who is regularly rostered to work Sundays and public holidays.

Annual leave does not apply to casual employees.

20.2 Annual Leave Loading

During a period of annual leave, an employee, other than a shift worker, shall receive annual leave loading of 17.5% in addition to their ordinary rate.

Shift workers, in addition to their ordinary rate, shall receive the higher of:

- (a) an annual leave loading of 17.5% of their ordinary rate; or
- (b) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

When annual leave is being paid out as part of an employee's termination pay, any applicable annual leave loading shall also be paid.

20.3 Timing of annual leave

Annual leave shall be taken at a mutually agreeable time, provided that the hospital may direct an employee to take annual leave at any time in accordance with clause 20.5 or 21.

20.4 Cash Out of Annual Leave

Upon receipt of a written request by an employee, the employer may authorise the employee to receive pay in lieu of an amount of annual leave. The employer and employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave, in accordance with (a) and (b) below, and the agreement must state the amount of leave to be cashed out, the payment to be made to the employee for it and the date on which the payment is to be made.

- (a) Paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
- (b) Where an employee cashes out an entitlement to take an amount of annual leave, the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone. In relation to shift workers, this may include either the leave loading or the weekend penalties, whichever is higher.

20.5 Excessive annual leave

If an employee has accrued more than eight weeks (10 weeks in the case of a shiftworker) annual leave, the employer may direct the employee to take annual leave after not less than eight weeks' and not more than 12 months' notice to the employee provided:

- (a) the employee will first be given a reasonable opportunity to submit a plan to reduce their total annual leave leave accrued balance to not more than six weeks within a period of six months ("**leave reduction plan**");
- (b) the employer will not unreasonably refuse to agree to an employee's annual leave reduction plan which includes saving leave for an extended holiday within 12 months of the date of agreement to the leave reduction plan. The agreement is to be in writing and signed by both the employee and employer;
- (c) the employee cannot be directed to take annual leave where such direction would result in the employee being directed to reduce the accrued leave to less than four weeks.

20.6 Annual Leave in Advance

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave. An agreement must state the amount of leave to be taken in advance on the date on which leave is to commence.
- (b) The agreement must be signed by both the employer and the employee. The employer must keep a copy of the agreement.
- (c) If, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with the agreement set out in this clause, the employer may deduct from any money owing to the employee on termination an amount equal to the amount that was paid to the employee in respect to any part of the period of

annual leave taken in advance to which an entitlement has not been accrued.

21 Annual Closedown, during periods of low occupancy

- 21.1 The employer may temporarily close part or the whole of the hospital once every twelve months in the event of low occupancy and/or downturn (e.g. Christmas).
- 21.2 Where practicable, the employer will give at least two (2) months, but in any event no less than 4 weeks, notice of the dates of the closed down or partial close down ("**close down**"); all prospective employees will be advised of any confirmed close down in the letter offering them employment.
- 21.3 An employee with an entitlement to annual leave and / or accumulated Accrued Days Off (ADOs) sufficient to cover the closedown period will be required to access their accumulated annual leave and / or ADOs for the period of the closed down. The employee may choose the combination of annual leave and accrued ADOs that she or he will use to cover the closed down period.
- 21.4 Where an employee has an entitlement to annual leave which is less than the period of the close down, she or he will have to choose one of the following four options to cover the difference between their current annual leave entitlement and the length of the closedown:
- (a) Subject to availability, temporary reassignment to another part of the Hospital or another Hospital site of the Employer (in such cases any additional travel would be reimbursed); or
 - (b) Accrued Day's Off (ADO's);
 - (c) take leave in advance to cover shortfall which will not exceed 5 days; or
 - (d) take leave without pay.

By mutual agreement between the employer and employee, more than one of the options available under this sub-clause 23.4 may be used to cover the difference between an employee's current annual leave entitlement and the length of the close down.

Employees will continue to be able to access annual leave throughout the year. They will not be required to store their annual leave for use during a closed own.

22. Public Holidays

- 22.1 The following public holidays are observed under this Agreement:
- New Year's Day

- Australia Day
- Good Friday
- Easter Saturday
- Easter Sunday
- Easter Monday
- Anzac Day
- Queen's Birthday
- Labour Day
- Christmas Day
- Boxing Day
- any other day or half day declared under the Public Holidays Act 2010 (NSW), or its successor

22.2 Additional Public Holiday

An additional public holiday shall be observed between Christmas and the 5th day of the new calendar year.

22.3 An employee who works on a public holiday shall be paid:

- (a) in addition to the appropriate ordinary rate, at the rate of time and one half for all time worked on the public holiday. Such payment shall in be lieu of any additional rate for shift work, or weekend work which would otherwise be payable had the day not been a public holiday; or
- (b) if the employee elects, instead of the payment in 22.3(a), the employee will have one and a half days (or part thereof as appropriate) added to their period of annual leave in addition to their ordinary rate of pay.

22.4 Full-time Shiftworkers, as defined in Clause 7 of this Agreement, who are rostered off duty on a public holiday shall:

- (a) be paid one day's pay in addition to the weekly ordinary rate; or
- (b) if the employee so elects, have one day added to their annual leave balance.

In determining whether a part-time employee who works a rotating roster is entitled to receive a day off for a particular public holiday not worked, this will determined by:

- (a) the staff member's part-time written agreement and having regard to the specific days of work recorded, or if this is not present,
- (b) reviewing the roster pattern of the individual over the preceding six months. If the rosters show that the employee has worked 50% or more on the days on which a particular public holiday falls, the

employee shall be entitled to receive the benefit for that public holiday.

23. Personal / Carers Leave

23.1 Entitlement to Personal/Carers Leave

In accordance with the NES, full-time, part-time and fixed term employees shall be entitled to 10 days Personal/ Carers Leave per year which accrues each year of service, pro rata entitlements for part-time employees apply according to their ordinary hours.

23.2 Additional Provisions – Personal Leave

23.2.1 Members of staff shall notify the hospital of their absence from work due to illness or carers responsibilities, where practicable, prior to the commencement of their ordinary working time or rostered shift. Employees will, as part of this notification, inform the hospital of the expected duration of the absence.

All periods of sickness shall be certified by a registered medical practitioner, or where this is not reasonably practicable, by a statutory declaration. The employer may dispense with the requirements of a certificate from a registered health practitioner or statutory declaration when the absence does not exceed two consecutive days or where, in the employer's opinion, the circumstances are such as not to warrant such requirement.

Failure to produce documentary evidence as required may result in non-payment in accordance with the Act.

Medical appointments and elective surgeries that are pre-arranged can only be covered by sick leave if an employee is not able to work because of a personal illness or injury as set out in the Act.

An employee who has exhausted their entitlement to paid personal/carer's leave, or a casual employee, is entitled to two days unpaid carer's leave for each occasion (permissible occasion) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of a personal illness, or personal injury, affecting the member or an unexpected emergency affecting the member.

23.2.2 A staff member shall not be entitled to personal leave for a period during which the staff member is receiving workers compensation.

23.2.3 Notwithstanding subclause 23.2.2, where an employee continues to receive workers compensation for a period in excess of 26 weeks and where the employee agrees, the

Hospital shall pay to the staff member the difference between the amount received as workers compensation and their full pre-injury wage until the employees entitlement to personal / carers leave under this clause has been exhausted. For absolute clarity, the difference in employee's pay shall be made up by the employees personal / carers leave balance.

24. Compassionate Leave

- 24.1 An employee is entitled to 2 days of compassionate leave for each occasion (*a permissible occasion*) when a member of the employee's immediate family, or a member of the employee's household:
- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (b) sustains a personal injury that poses a serious threat to his or her life; or
 - (c) dies.
- 24.2 An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
- (a) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in subclause 24.1; or
 - (b) after the death of the member of the employee's immediate family or household referred to in subclause 24.1.
- 24.3. An employee may take compassionate leave for a particular permissible occasion as a single continuous 2 day period; or 2 separate periods of 1 day each; or any separate periods to which the employee and the employer agree.
- 24.4 If the permissible occasion is the contraction or development of a personal illness or the sustaining of a personal injury that poses a serious threat to life, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- 24.5 If, in accordance with this Clause, an employee, other than a casual employee, takes a period of compassionate leave, the employer must pay the employee at the employee's ordinary rate for the employee's ordinary hours of work in the period. For casual employees, compassionate leave is unpaid leave.

24.6 The employee, if required by the employer, shall supply relevant evidence of the requirement for such leave. Such evidence may include a requirement to supply a medical certificate.

25. Long Service Leave

25.1 Every staff member after five years' continuous service with the Hospital shall be entitled to one month's long service leave on full pay; after ten years' continuous service to a further one month's long service leave on full pay; after fifteen years' continuous service to an additional one month's long service leave on full pay; and for each five years' continuous service thereafter to an additional one and one half months' long service leave on full pay. This long service leave, up to the amount accrued at the date of commencement of such leave, shall be taken at a time to be mutually arranged between the Hospital and the staff member, provided the minimum period taken is one month.

25.2 Where the service of a staff member with at least five years' service is terminated, the staff member shall be entitled for five years' service to one month's long service leave on full pay and for service after 5 years to a proportionate amount of such leave on full pay calculated on the basis of 2 months' long service leave for 10 years' service.

25.3 Where a staff member has acquired a right to long service leave then and in every such case:-

(a) If before such leave has been entered upon, the employment of such staff member has been terminated, such staff member shall be entitled to receive the monetary value of the leave to which such staff member has been entitled computed at the rate of salary which such staff member had been receiving immediately prior to the termination of employment.

(a) If a staff member dies before entering upon long service leave, or if after having entered upon the same, dies before its termination, the staff member's partner or children or other dependent relatives or their legal representatives, shall be entitled to receive the monetary value of the leave not taken or not completed, as the case may be, and computed at the rate of salary which the staff member had been receiving at the time of death.

25.4 For the purpose of this clause:

(a) one month equals four and one third weeks;

(b) continuous service with the Hospital prior to the coming into force of this Agreement shall be taken into account;

- (c) continuous service shall be deemed not to have been broken by:-
 - (i) any period of absence on leave without pay not exceeding six months; or
 - (ii) absence of a staff member from the Hospital whilst a member of the Defence Forces of the Commonwealth in time of war; or
 - (iii) any period of absence on parental leave taken by the staff member in accordance with the Industrial Relations Act 1996.
- (d) Where any staff member has been granted a period of long service leave prior to the coming into force of this Agreement the amount of such leave shall be debited against the amount of leave due under this Agreement.
- (e) Any period(s) of part-time employment with the Hospital shall count towards long service leave. The payment for such long service leave shall be calculated on the basis of the proportion that the average number of hours worked per week bears to 38 hours.
- (f) Where a staff member has accrued a right to an allocated day off duty on pay prior to entering a period of long service leave, such day shall be taken on the next working day immediately following the period of long service leave.

A staff member returning to duty from long service leave shall be given the next allocated day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.

25.5 For the purposes of this clause, "continuous service" shall be interpreted in the same manner as "service of a worker" is interpreted in the *Long Service Leave Act 1955* (NSW) as at 22 July 1996. Periods of leave without pay, including parental leave without pay, do not break the continuity of service of an employee but are not to be taken into account in calculating length of service for the purposes of this agreement.

26. Parental Leave

Parental Leave consists of paid and unpaid parental leave for the primary and secondary care giver. Parental Leave applies to both birth and adoption.

26.1 Eligibility for Paid Parental Leave

Full-time and part-time employees - To be eligible for paid parental leave, full time and part time employees must have completed at least 40 weeks continuous service prior to the expected date of birth or prior to the date of taking custody of the adopted child.

Regular Casual Employees – a regular casual employee is entitled to 12 months unpaid parental leave only if the employee has had at least 12 months of continuous service with the Hospital, prior to the birth or taking custody of the child.

26.2 Eligibility for a further period of Parental Leave

An employee (including casuals) who has once met the conditions for paid parental leave will not be required to meet again the eligibility requirements of sub-clause 26.1 of this clause in order to qualify for a further period of paid parental leave, unless:

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after her/his services have been otherwise dispensed with; or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, parental leave without pay, or leave without pay associated with an illness or injury compensable under the relevant legislation.

26.3 Portability of service for Parental Leave

Portability of service for parental leave involves the recognition of service with the hospital for the purpose of determining an employee's eligibility to receive paid parental leave. For example, where an employee moves between facilities owned by the hospital, previous continuous service will be counted towards the service prerequisite for parental leave.

26.4 Paid Primary Carer Parental Leave

26.4.1 This clause outlines an entitlement to paid parental leave which is in addition to any payment provided by the current Commonwealth Paid Parental Leave scheme (CPPL).

26.4.2 Paid Primary Carer Parental Leave – an eligible employee is entitled to 12 weeks pay at the ordinary rate from the date parental leave commences. This leave may commence up to 9 weeks prior to the expected date of confinement or adoption, and forms part of the 12 month parental leave provision provided for in the NES and sub clause 26.5 of this Agreement.

Paid primary carer leave will usually commence six weeks before the expected date of birth of the child however a pregnant employee may continue to work during this period, providing the employer may ask the employee to give the employer a medical certificate confirming the employee is fit for work.

26.4.3 Paid primary carer parental leave may be paid in the following ways:

- (a) on a normal fortnightly basis; or
- (b) in advance in a lump sum; or
- (c) at the rate of half pay over a period of 24 weeks on a regular fortnightly basis.

Annual and/or long service leave may be combined with periods of maternity leave on half pay to enable an employee to remain on full pay for that period.

26.5 Unpaid Primary Carer Parental Leave

26.5.1 An employee who has completed at least 12 months of service is entitled to a period of unpaid primary carer parental leave of not more than 12 months. This leave can commence up to 9 weeks prior to the date of confinement or adoption.

Employees who have qualified for paid primary carer parental leave do not need to meet the eligibility requirements for unpaid primary carer parental leave.

26.6 Applications for Primary Carer Parental Leave-

An employee who intends to proceed on primary carer parental leave should formally notify the Hospital of such intention as early as possible, so that arrangements associated with their absence can be made.

Written notice of not less than 8 weeks prior to the commencement of the leave should be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired. In the case of adoption, any appropriate or applicable paperwork must be provided to prove the employee is to take custody of a child (or children).

26.7 Special and Other Conditions for Primary Carer Parental Leave

26.7.1 Miscarriages

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

26.7.2 Stillbirth

In the case of a stillbirth (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave, subject to

production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

26.7.3 Effect of premature birth on payment of Primary Carer Parental Leave

An employee who gives birth prematurely and prior to proceeding on primary carer parental leave will be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid primary carer parental leave, such paid leave ceases from the date duties are resumed, with the exception of keeping in touch days as specified by the Act.

26.7.4 Illness associated with pregnancy

If, because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.

Where an employee is entitled to paid primary carer parental leave, but because of illness is on sick leave, or on recreation leave, long service leave, or sick leave without pay prior to the birth, such leave ceases 12 weeks prior to the expected date of birth. The employee then commences primary carer parental leave with the normal provisions applying.

26.8 Transfer to 'Safe Job' or 'No Safe Job Leave'

If, because of an illness or risk associated with the pregnancy an employee is unable to continue to work in their normal position, then they can either:

- (a) if a suitable position exists, be transferred into this suitable position during the period of risk; or
- (b) if no suitable position exists, be placed on paid 'no safe job leave' for the period of risk, where they are paid their ordinary rate.

Employees are entitled to this provision if they have provided evidence that they are fit for work, but that it is inadvisable for them to continue in their normal position during a period of time because of:

- (a) illness or risks arising out of the pregnancy; or
- (b) hazards connected with that position that may have an impact on the pregnancy.

No Safe Job Leave is only applicable until the period of paid or unpaid parental leave commences.

26.9 Further pregnancy while on Primary Carer Parental Leave

Where an employee gives birth or takes placement of a child whilst on primary carer parental leave, a further period of primary carer parental leave will be granted.

26.10 Secondary Carer Parental Leave

26.10.1 Paid Secondary Carer Parental Leave

An employee is entitled to an unbroken period of up to one week of paid secondary carer parental leave at the time of the birth of the child.

Annual and/or long service leave credits can be combined with periods of secondary carer leave on half pay to enable an employee to remain on full pay for that period.

26.10.2 Applications for Secondary Carer Parental Leave

An employee who intends to proceed on secondary carer parental leave should formally notify the employer of such intention as early as possible, so that arrangements associated with his absence can be made.

Written notice not less than 8 weeks prior to the commencement of the leave should be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

26.11 General Conditions

26.11.1 Variation after Commencement of Primary Carer Parental Leave

After commencing primary carer parental leave, an employee may vary the period of her primary carer parental leave with the consent of her employer. A minimum of 4 weeks' notice must be given, although the employer may accept less notice if convenient.

26.12 Staffing Provisions

Any person who occupies the position of an employee on parental leave must be informed that the employee on parental leave has the right to return to his/her former position and/or vary the period of parental leave. The duration of employment should be to a fixed date or until the employee elects to return to duty, whichever occurs first.

26.13 Effect of Parental Leave on Accrual of Leave, Increments etc.

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

The period of parental leave without pay does not count as service for long service leave, except in the case of employees who have completed 10 years' service the period of parental leave without pay will count as service provided such leave does not exceed 6 months.

Parental leave without pay does not count as service for incremental purposes. Periods of parental leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.

Where public holidays occur during the period of paid parental leave, payment is at the rate of parental leave received i.e., public holidays occurring in a period of full pay primary carer parental leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.

26.14 Right to Return to Previous Position

An employee returning from parental leave has the right to resume his/her former position.

Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of his/her former position and for which the employee is capable or qualified.

26.14.1 Right to Request

The NES provides that an employee may make a request for flexible work arrangements. The arrangements for such requests are dealt with under section 65 of the Act.

The employer will 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 business grounds.

The employee's request and the Employer's decision must be recorded in writing.

Where an employee wishes to make a request under (b)(3), 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.

26.15 Liability for Superannuation Contributions

During a period of unpaid parental leave, the hospital will not be required to meet the employer's superannuation liability.

26.16 Lactation Provisions

Employees who are lactating will be entitled to one paid break of 60 minutes (or two 30 minute breaks) per shift for the purpose of expressing their milk or breast feeding their child. The employer will provide access to suitable facilities for such purpose, in accordance with the Hospital's policy.

26.17 Casual Employees - additional

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

- (a) the employee or employee's spouse or partner is pregnant; or
- (b) 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.

26.18 Additional Unpaid Primary Carer Parental Leave

An employee already on unpaid primary carer parental leave may extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months in accordance with section 76 of the Act.

26.19 Communication during Parental Leave

26.19.1 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:

- (a) 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
- (b) 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.

26.19.2 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.

26.19.3 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 26.19.1 (a) of this subclause.

27. Family & Community Services Leave

27.1 Employees may utilise Family and Community Services Leave to meet the following unplanned family and/or community responsibilities:

- the illness of a an immediate family member (as defined within this Agreement) otherwise not covered by Carer's Leave; or
- where a child carer is unable to look after their charge; or
- the illness of a an immediate family member (as defined within this Agreement) otherwise not covered by Compassionate Leave; or
- where an employee is unable to attend work because of adverse weather conditions, which either prevent attendance or threaten life or property; or
- where the employee is a SES Volunteer, or other defined Emergency Services Volunteer, to respond to an emergency situation.

27.2 In the event of planned absences or where some advance notice is given, employees should organise these events where possible on ordinary or rostered days off. Alternatively, accrued days off or annual leave should be utilised in the first instance. However, where this is not practicable, Family & Community Services Leave may be used, for example:

- to accompany a relative to a medical appointment where there is no element of emergency but where no other alternative is available;
- an unplanned parent/teacher attendance requirement for a primary carer; or
- to meet elder-care requirements of a relative.

27.4 Leave for other family and community service requirements may be granted to employees at the discretion of the Chief Executive Officer or General Manager.

Family and Community Services Leave must not be granted for the attendance of employees at court. Family and Community Services

Leave is in addition to community services leave as provided by the NES.

27.5 The maximum amount of Family and Community Services Leave on full pay, which may be granted is:

(a) 2 days per year for full time employees and 1 day for part-time employees.

28. Ceremonial Leave

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

29. Jury Service

An employee, other than a casual employee, required to attend Jury Service during ordinary working hours shall be reimbursed by the hospital, an amount equal to the difference between the amount being paid in respect of their attendance for such Jury Service, and the amount of wages the employee would have received in respect of ordinary time that would have been worked had the employee not been on Jury Service. The period of payment for jury service shall be limited to the period prescribed under relevant State legislation.

An employee shall notify the hospital as soon as possible of the date upon which they are required to attend Jury Service. The employee shall provide the hospital with proof of their attendance at Jury Service which shall include the duration of their attendance and the amount of payment they received in respect of such Jury Service.

30. Leave to deal with Family and Domestic Violence

30.1 Leave to deal with Family and Domestic Violence

This clause applies to all employees, including casuals.

30.2 Definitions

In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

family member means:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- (c) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

A reference to a spouse or a de facto partner in the definition of family member in this clause includes a former spouse or de facto partner.

30.3 Entitlement to leave

An employee is entitled to 10 days' leave to deal with family and domestic violence, as follows:

- (a) the entitlement to leave is paid for full time and part time employees and unpaid for casual employees;
- (b) the leave is available in full at the start of each 12 month period of the employee's employment; and
- (c) the leave does not accumulate from year to year; and

A period of leave to deal with family and domestic violence may be less than a day by agreement between the employer and employee. The Employer and the employee may agree that the employee may take additional unpaid leave to deal with family and domestic violence.

30.4 Taking leave to deal with family and domestic violence

An employee may take unpaid leave to deal with family and domestic violence if the employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

30.5 Service and continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

30.6 Notice and evidence requirements

An employee must give the Employer notice of the taking of leave by the employee under this clause. The notice:

- (a) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- (b) must advise the employer of the period, or expected period, of the leave.

An employee who has given the Employer notice of the taking of leave under this clause must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in this clause. Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

30.7 Confidentiality

The Employer will take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 30.6, is treated confidentially, as far as it is reasonably practicable to do so.

Nothing in clause 30 prevents the Employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

The Employer acknowledges that information concerning an employee's experience of family violence is sensitive and if mishandled can have adverse consequences for the employee. The Employer and employee may consult about the handling of sensitive information.

30.8 Compliance

An employee is not entitled to take leave under clause 30 unless the employee complies with clause 30.

Part 6 – Other Matters

31. HSU NSW Branch Representatives

31.1 HSU NSW Branch Representatives shall be allowed to approach or be approached by employees that they represent to discuss any matter related to the person's employment, at any time during working hours, taking into account patient care and hospital operations and proving that, in doing so, there is no unreasonable disruption to patient care.

31.2 HSU NSW Branch Representatives shall also be granted reasonable time during working hours to:

- (a) consult with the employees that they represent and with other relevant persons;
- (b) represent the interests of the employees that they represent to the hospital; and
- (c) seek guidance from other relevant persons.

In all of the aforementioned instances, the HSU Branch Representative must seek authorisation from their manager and the time spent must not effect operations or patient care

The HSU branch representative must give as much notice as possible and be prepared to be flexible with start and finish times to accommodate requests for paid time away from performing their duties.

If time away from the department is requested, permission will not be unreasonably withheld

- 31.3 HSU NSW Branch Representatives shall be entitled to confer with management during working hours, without loss of pay, on any matter affecting the staff that they represent
- 31.4 The employer shall recognise HSU NSW Branch Representatives at the workplace, and undertakes to permit such HSU NSW Branch Representatives to perform their role without discrimination and victimisation in their employment.
- 31.5 The employer will consult with HSU NSW Branch Representatives before introducing any significant change which will impact on the employees that they represent.
- 31.6 The employer will allow HSU NSW Branch Representatives reasonable access to the use of hospital facilities for the purpose of carrying out work representing the employees that they represent.
- 31.7 The employer shall provide a notice board in a prominent location in the workplace on which HSU NSW Branch Representatives may place relevant materials.
- 31.8 In addition to any entitlement to paid leave, the employer will give HSU NSW Branch Representatives paid leave of up to five (5) days per annum per employee to attend relevant training and/or networking opportunities.
- 31.9 The employer will allow reasonable time subject to mutual agreement for HSU NSW Branch Representatives to attend union training, meetings, conferences and courses.

33. Attendance at Meetings and Fire Drills

- 33.1 Any employee who works outside the ordinary hours of work in satisfaction of the requirements for compulsory fire safety practices (fire drill and evacuation procedures) contained from time to time within the *Private Health Facilities Act 2007 (NSW)*, and the regulations made there under, shall be entitled to be paid the ordinary rate for the actual time spent in attendance at such practices. In lieu of receiving payment, employees may with the agreement of the employer be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.
- 33.2 Any employee who attends Workplace Health and Safety Committee and/or Board of Management meetings in the capacity of employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive payment at the ordinary rate for the actual time spent in attendance at such meetings. In lieu of receiving payment, employees may with the agreement of the employer be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.

34. Uniforms, Safety and Protective Equipment

- 34.1 The Hospital will provide three (3) new or near-new uniforms (at the Hospital's discretion) to staff on commencement of employment for those that are required to wear a uniform. "Near-new" shall mean pieces that have been worn but are not significantly discoloured, disfigured or damaged. A "uniform" shall mean, for the purposes of this Clause, a dress, or a skirt and blouse, or a pair of pants and shirt, or a pair of pants and blouse, or other similar pieces that represent one complete change of clothing. Where a department has a cardigan, jumper, jacket or coat as part of its "uniform", these items shall be excluded from the definition of uniform for this Clause. A single cardigan, jumper, jacket or coat will be issued on commencement as appropriate.
- 34.2 The Hospital will provide one (1) new uniform on the staff member's anniversary date, or a staff member may choose to receive two (2) near new uniforms on their anniversary date. Alternatively, where the staff member wears a uniform that consists of two pieces (such as a skirt and blouse), the staff member may choose to receive two (2) of the same piece of the uniform if new, or up to four (4) of the same piece if near-new.

- 34.3 When a staff member is employed for less than three (3) shifts per week, a pro-rata allocation will be arranged.
- 34.4 A staff member may request that their cardigan, jumper, jacket or coat, as issued when they commenced, or a subsequent replacement, be replaced due to it being worn out, soiled or otherwise in need of replacement.
- A staff member who has been issued with cardigan, jumper, jacket or coat as per this clause who without good reason, fails to return such uniform last supplied, shall not be entitled to have such article replaced without payment of a reasonable price for such replacement article.
- 34.5 Staff members shall maintain any uniforms supplied to them in a reasonable and presentable condition.
- 34.6 Staff shall comply with Hospital dress standard and policy.
- 34.7 If a piece becomes unserviceable (severely stained or damaged) it can be replaced immediately by presenting the unserviceable piece. This exchange will generally mean a near-new piece will be provided.
- 34.8 Each staff member who is required to work out of doors shall be supplied with suitable clothes for such work. Items may include over-boots, sufficient warm clothing and raincoats.
- 34.9 Each staff member who is required to work in a potentially hazardous situation with, or near machinery, shall be supplied with appropriate protective clothing and equipment. Staff are required to wear such clothing or equipment in accordance with Hospital policies and procedures.
- 34.10 Casual staff may not be issued with uniforms for a period of 3 months after commencement date. Casual staff may be required to wear clothing deemed appropriate for the workplace.

35. Inspection of Lockers

Lockers may only be opened for inspection in the presence of the employee, but in cases where the employee neglects or refuses to be present or in any circumstances where notice to the employee is impracticable such inspection may be carried out in the absence of the employee by an officer of the employer and an employee representative where practicable, otherwise by any two authorised representatives of the employer appointed for that purpose.

36. Labour Flexibility

An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training. Such duties may include work which is incidental or peripheral to the employee's main tasks provided that such duties are not designed to promote deskilling.

The employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

Any direction issued by the employer pursuant to subclause (a) and/or (b) shall be consistent with the employer's responsibilities to provide a safe and healthy working environment for employees and the employer's duty of care to patients.

37. Workload Management

- 37.1 The employer is committed to ensuring that staffing levels are appropriate, in order to ensure the delivery of high quality service and a safe working environment for support staff. The parties to this agreement recognise that reasonable workloads are determined by a range of factors including skill mix, specialisation, geography and supervisory responsibilities.
- 37.2 The parties agree that existing flexibility in respect of staffing will be maintained. The current practice of staffing based on operational requirements will continue on a shift basis.
- 37.3 In determining workloads the employer is entitled to take into account the needs of the workplace including operational demand and the need to roster employees at short notice in accordance with this Agreement.
- 37.4 Should any employee feel the workloads are unreasonably heavy, on a regular basis, then they have a responsibility to discuss their concerns with their manager.
- 37.5 The relevant manager or rostering manager shall investigate any issue that is raised and provide a response to the issues.
- 37.6 It is the intent of the parties that the issue be initially dealt with as close to the source as possible. If the matter remains unresolved, parties should refer to Clause 6.

38. Redeployment of Staff

When a department has a temporary reduction in work resulting in surplus staff for a shift or part thereof, staff will be redeployed to another department.

Redeployment referred to above shall be within the skills and capabilities of the staff member(s) involved.

In the event that the staff member does not wish to be redeployed, he/she may elect to take the remainder of the shift off as time without pay.

When more than one shift is involved, the Hospital may exercise its rights to temporarily transfer a staff member.

39. Training, Development and Education

The hospitals are committed to training, development and education of its employees.

39.1 Mandatory Training

Employees will be given training as necessary, relevant to their roles and responsibilities. Where practicable, training must be provided to employees during their normal rostered hours of work. Where it is not:

- Employees will attend training outside their normal rostered working hours when required to do so by the Employer;
- The Employer must provide Employees with two (2) weeks' notice of the requirement to attend training outside of their normal rostered working hours;
- Where an employee is required to attend training they will be paid their ordinary rate;
- Training must be arranged so full-time employees receive a minimum break as set out in clause 18.4.

39.2 Professional Development and Education

- The hospitals may provide financial assistance and/or study leave to employees participating in professional development.
- In relation to professional development, the course must be relevant to their existing position. The employee may apply for financial assistance/study leave to the Education and Development Committee, Human Resources or relevant management.

Appendix A

Table 1 – Wage Rates

St Vincent's Private Hospital				
Classification Levels	Current (per week)	1-Jan-19	1-Jan-20	1-Jan-21
		2.50%	2.50%	2.50%
1	\$ 908.59	\$ 931.30	\$ 954.58	\$ 978.45
2	\$ 959.25	\$ 983.23	\$ 1,007.81	\$ 1,033.01
2s*	\$ 1,001.99	\$ 1,027.04	\$ 1,052.72	\$ 1,079.04
3	\$ 1,017.49	\$ 1,042.93	\$ 1,069.00	\$ 1,095.72
3s*	\$ 1,068.24	\$ 1,094.95	\$ 1,122.32	\$ 1,150.38
4	\$ 1,076.92	\$ 1,103.85	\$ 1,131.44	\$ 1,159.73
4s*	\$ 1,130.71	\$ 1,158.98	\$ 1,187.96	\$ 1,217.65
5	\$ 1,137.27	\$ 1,165.70	\$ 1,194.85	\$ 1,224.72
5s*	\$ 1,220.59	\$ 1,251.11	\$ 1,282.38	\$ 1,314.44
6	\$ 1,197.00	\$ 1,226.93	\$ 1,257.60	\$ 1,289.04
7.1	\$ 1,232.71	\$ 1,263.53	\$ 1,295.12	\$ 1,327.50
7.2	\$ 1,267.80	\$ 1,299.50	\$ 1,331.99	\$ 1,365.29
7.2s*	\$ 1,340.40	\$ 1,373.91	\$ 1,408.26	\$ 1,443.46
7.3	\$ 1,376.46	\$ 1,410.87	\$ 1,446.14	\$ 1,482.30
7.4	\$ 1,513.86	\$ 1,551.71	\$ 1,590.50	\$ 1,630.26
7.4s*	\$ 1,608.19	\$ 1,648.39	\$ 1,689.60	\$ 1,731.84
7.5	\$ 1,676.79	\$ 1,718.71	\$ 1,761.68	\$ 1,805.72

*sterilisation services

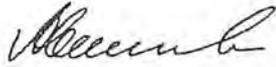
St Vincent's Health Australia (New South Wales Private Hospitals)**				
**all entities other than St Vincent's Private Hospital				
Classification Levels	Current (per week)	1-Jan-19	1-Jan-20	1-Jan-21
		2.50%	2.50%	2.50%
1	\$ 915.94	\$ 938.84	\$ 962.31	\$ 986.37
2	\$ 959.78	\$ 983.77	\$ 1,008.37	\$ 1,033.58
3	\$ 1,017.34	\$ 1,042.77	\$ 1,068.84	\$ 1,095.56
4	\$ 1,072.27	\$ 1,099.08	\$ 1,126.55	\$ 1,154.72
5	\$ 1,163.49	\$ 1,192.58	\$ 1,222.40	\$ 1,252.96
6	\$ 1,224.35	\$ 1,254.96	\$ 1,286.33	\$ 1,318.49
7	\$ 1,321.83	\$ 1,354.88	\$ 1,388.75	\$ 1,423.47
7.2	\$ 1,394.02	\$ 1,428.87	\$ 1,464.60	\$ 1,501.21

Table 2 – Allowances

Allowance Type	Current	1-Jan-19	1-Jan-20	1-Jan-21
		2.50%	2.50%	2.50%
Meal	\$ 19.87	\$ 20.36	\$ 20.87	\$ 21.39
On Call following shift per 24hour period (eg 12 Hour On Call)	\$ 24.22	\$ 24.82	\$ 25.45	\$ 26.08
On Call on RDO per 24 hour period ('24 Hour On Call')	\$ 48.54	\$ 49.75	\$ 50.99	\$ 52.27
		1-Jan-19	1-Jan-20	1-Jan-21
Use of own car in course of duties (per km)	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75

Signature Page

I am authorised to sign this Agreement on behalf of St Vincent's Health Australia



SIGNATURE

ANNA CLARKE

DIRECTOR OF HUMAN RESOURCES
PRIVATE HOSPITALS

PRINT NAME AND TITLE

Address: LEVEL 5, 340 ALBERT ST
EAST MELBOURNE
VIC 3002

Date 28/5/19.

I am authorised to sign this Agreement as a nominated employee bargaining representative on behalf of the Health Services Union New South Wales Branch



SIGNATURE

GERALD HAGAN
NSW BRANCH SECRETARY

PRINT NAME AND TITLE

Address: 2/109 Patt st
Sydney.

Date 4/6/19

IN THE FAIR WORK COMMISSION

FWC Matter No:

AG2019/1795

Applicant:

St Vincent Private Hospitals Ltd and The Congregation of Religious Sisters of Charity of Australia (SVHA)

Section 185 – Application for approval of a single enterprise agreement

UNDERTAKINGS

I, Anna Clarke, Director of Human Resources, for SVHA, give the following undertakings in accordance with section 190 of the *Fair Work Act 2009* with respect to the *St Vincent's Health Australia (NSW Private Hospitals) Support Services Enterprise Agreement 2018 (the Agreement)*:

1. Reference to clause 14 in Clause 2 – Coverage, of the Agreement, will be replaced with clause 12, as follows:

Employees employed by the Employer performing work within the classifications defined at clause 12 of this Agreement; and

2. Clause 18.1.4 of the Agreement will be amended (as underlined):

18.1.4 The ordinary hours of work for a day worker will be worked Monday to Friday and: (a) to commence on such days at or after 5:30 am and before 10:00 am; and (b) will be worked between 5.30am and 6.00pm each day.



Anna Clarke
Director of Human Resources