

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA09/30

TITLE: St Vincent's Private Hospital Lismore Nurses' Enterprise Agreement 2008-2011

I.R.C. NO: IRC9/1157

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all nursing staff employed by St Vincent's Private Hospital Lismore, located at Dalley Street Lismore NSW 2480, who fall within the coverage of the Private Hospital Industry Nurses' (State) Award; excluding those nursing staff already employed by the employer under public sector conditions but paid as per the Private Hospital Industry Nurses' (State) Award. These employees shall however be bound by the rates of pay and allowances contained in the agreement; nursing staff employed by the employer under public sector conditions and rates of pay; and nursing staff employed by the employer who work at St Joseph's Aged Care Facility, Dalley Street, Lismore NSW 2480.

PARTIES: Uniting Care Ageing -&- the Health Services Union, and New South Wales Nurses' Association

St Vincent's Private Hospital Lismore Nurses' Enterprise Agreement 2008-2011

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1 TITLE

This Enterprise Agreement will be known as and referred to as the St Vincent’s Private Hospital Nurses’ Enterprise Agreement 2008 - 2011 (“**the Agreement**”).

2 PARTIES

This Agreement will be binding on;

- 2.1 The trustees of the Roman Catholic Church for the Diocese of Lismore in respect of St Vincent’s Private Hospital Lismore of Dalley Street, Lismore, New South Wales, 2480 (“**the Employer**”);
- 2.2 New South Wales Nurses’ Association (ABN 63 398 164 405) of 43 Australia Street, Camperdown, Sydney, New South Wales, 2050 (“**the Association**”); and
- 2.3 All nursing staff employed by St Vincent’s Private Hospital Lismore (**the Employees**”), and within the classifications of work contained in the award referred to in paragraph 4.1 of this Agreement, excluding:
 - 2.3.1 those nursing staff already employed by the Employer under public sector conditions but paid as per the Private Hospital Industry Nurses’ (State) Award. These Employees shall however be bound by the rates of pay and allowances contained in this Agreement;
 - 2.3.2 those nursing staff employed by the Employer under public sector conditions and rates of pay; and
 - 2.3.3 those nursing staff employed by the Employer who work at St Joseph’s Aged Care Facility, Dalley Street, Lismore NSW 2480.

3. DURATION

- 3.1 This Agreement will take effect on the date of its registration, and remain in force until 1 October 2011.

3.2 Negotiations on terms and conditions of employment contained within this Agreement will commence 3 months before the termination date of this Agreement.

4. RELATIONSHIP WITH AWARD

4.1 This Agreement must be read and interpreted in conjunction with the Private Hospital Industry Nurses' (State) Award ("the Award").

4.2 Except as provided for in this Agreement, the provisions of the Award will continue to apply to Employees employed by the Employer.

4.3 Should there be any inconsistency between any term of this Agreement and the Award then the terms of this Agreement will prevail.

5. WAGES AND ALLOWANCES

5.1 Employees who are bound by this Agreement shall be paid the following wage increases, except where an Employee's base rate of pay is already greater than the base rate payable under this Agreement, or who is in receipt of allowances greater than those payable under this Agreement. In such circumstances, the increase contained within this Agreement shall be absorbed and where applicable the difference paid by the Employer to the Employee:

| <u>Column 1</u> | <u>Column 2</u> | <u>Column 3</u> |
|-----------------|-----------------|-----------------|
| 3.9% | 3.9% | 3.9% |

5.2 The amount of increase specified in Column 1 was payable from the first full pay period on or after 1 October 2008.

5.3 The amount of increase specified in Column 2 is payable from the first pay period commencing on or after 1 October 2009 and as reflected in Schedule 1 to this Agreement.

5.4 The amount of increase specified in Column 3 is payable from the first pay period commencing on or after 1 October 2010 and as reflected in Schedule 1 to this Agreement.

5.5 Increases to allowances are to be paid to Employees and are as reflected in Schedule 2 to this Agreement.

6. HIGHER GRADE DUTIES

6.1 An Employee who is called upon to relieve an Employee in a higher classification or is called upon to act in a vacant position of a higher classification shall be entitled to receive for the period of relief or the period during which they act the minimum payment for such higher classification.

6.2 The provisions of clause 6.1 shall not apply where the period of relief or the period of acting in the higher grade is less than one shift.

6.3 Further, the provisions of sub clause 6.1 shall not apply where a Director of Nursing is absent from duty for a period of three working days or less for any reason other than clause 4, Hours of Work and Free Time of Directors of Nursing of the Award.

7. ON CALL ALLOWANCE

7.1 An Employee required by his or her Employer to be on call otherwise than as provided in 7.2 and 7.3 hereof shall be paid the sum as set in Item No. 2 of Table 2 for each hour or part thereof with a minimum payment of eight hours at that rate.

- 7.2 An Employee required to be on call on rostered days off in accordance with Clause 3(xv)(b) of the Award shall be paid the sum as set in Item No 3 of Table 2 for each hour or part thereof with a minimum payment of eight hours at that rate.
- 7.3 An Employee who is directed to remain on call during a meal break shall be paid an allowance as set out in Item No 4 of Table 2.
- 7.4 Where an Employee on call leaves the hospital and is recalled to duty, he or she shall be reimbursed all reasonable fares and expenses actually incurred provided that where an Employee uses a motor car in these circumstances, the allowance payable shall be the rate prescribed from time to time by the NSW Department of Health for a "casual" user.
- 7.5 The provisions of this paragraph shall apply to all classifications up to and inclusive of the Nurse Unit Manager classifications.

8. POST GRADUATE / CONTINUING EDUCATION QUALIFICATION ALLOWNCE

- 8.1 This allowance will come into effect from the first pay period to commence on or after the date of certification of this agreement.
- 8.2 An employee employed in the classification of Registered Nurse (years 1 to 8), Clinical Nurse Specialist, Nursing Unit Manager, Nurse Manager Grade 1, Nurse Manager Grade 2 or Nurse Manager Grade 3 and above (who satisfies the employer that he/she is engaged in clinical work for more than 80% of her/his time) who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration, shall be paid a continuing education allowance subject to the following conditions set out below:
- 8.2.1 the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the nurse in the duties of the position and is required by the hospital;
- 8.2.2 an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
- 8.2.3 the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification.
- 8.3 Subject to the provisions in sub clause 8.2 of this clause, an employee who holds a post-registration hospital certificate listed in Schedule 2 shall be paid an allowance of an amount set out in item 1of table 3 – of Schedule 2 Allowances.
- 8.4 Subject to the provisions in sub clause 8.2 of this clause, an employee who holds a post-graduate certificate shall be paid an allowance of an amount set out in Item 2 of table 3 – of Schedule 2 Allowances.
- 8.5 Subject to the provisions in sub clause 8.2, an employee who holds a post-graduate diploma or degree (other than an undergraduate nursing degree) shall be paid an allowance of an amount set out in Item 3 of table 3 – of Schedule 2 Allowances.
- 8.6 The above allowances are not to be included in the employee's ordinary rate of pay.
- 8.7 The rate of the allowances will be fixed for the life of the agreement in accordance with table 3 of schedule 2.
- 8.8 Where a dispute arises concerning the eligibility for payment of a Continuing Education Allowance that is not resolved by the process contained in sub clauses (i) to (v) of clause 16, Grievance and Disputes Procedures, of this Agreement. Resolution of Disputes, of this Award.

9. OVERTIME

A permanent Employee recalled to work overtime after leaving the Employer's premises shall be paid for a minimum of four hours work at the appropriate rate for each time so recalled. If the work required is completed in less than four hours, the Employee shall be released from duty. Where the overtime connects with the commencement of a normal shift, such overtime shall be regarded as being overtime worked prior to a normal shift as described in Clause 18, subclause (iv)(a) of the Award and the Employee shall not be entitled to any minimum payment.

10. REMUNERATION PACKAGING

- 10.1 Full time and permanent part time Employees shall be offered remuneration packaging by the Employer. The Employee shall attract 70% of the tax benefit of the remuneration packaging arrangements. No Employee shall be compelled to enter into a salary packaging arrangement. Employees may exercise their right to continue to receive their applicable salary
- 10.2 Where the Employer offers remuneration packaging to an individual Employee, the Employer shall allow the Employee a period of no less than 21 days to seek independent advice on the terms of the proposed remuneration packaging.
- 10.3 The terms and conditions of the package offered to an Employee shall not, when viewed objectively, be less favourable than the entitlements otherwise available under the Agreement and shall be subject to the following provisions:
- 10.3.1 The Employer shall ensure that the structure of any package complies with taxation and other relevant laws;
- 10.3.2 All award and agreement conditions shall continue to apply;
- 10.3.3 Employees will have their Superannuation Guarantee Contribution (SGC) calculated on their Agreement salary prior to the application of any remuneration packaging arrangements;
- 10.3.4 A copy of the remuneration packaging agreement shall be made available to the Employee;
- 10.3.5 The Employee shall be entitled to inspect details of the payments made under the terms of this agreement;
- 10.3.6 The configuration of the remuneration package shall remain in force for the period agreed between the Employee and the Employer;
- 10.3.7 Where at the end of the Fringe Benefit Tax year the full amount allocated to a specific benefit has not been utilized, it will be paid as salary, which will be subject to appropriate taxation requirements. By agreement between the Employer and the Employee, any unused benefit may be carried forward to the next period on the basis that any FBT obligation is accepted by the Employee;
- 10.3.8 In the event that the Employer ceases to attract exemption from payment of Fringe Benefit Tax, the Employer may terminate all remuneration packaging arrangements and the Employee's salary will revert to the applicable rate the Employee would have been entitled to receive but for the remuneration packaging agreement;
- 10.3.9 One month's notice by either party is required for change or termination of a remuneration packaging agreement, unless the change or termination is brought about by legislation or an increase to salaries;

- 10.3.10 In the event that the Employee ceases to be employed by the Employer this agreement will cease to apply as at the date of termination. Benefits not paid on or before the date of termination shall be treated as salary and the appropriate tax deducted;
- 10.3.11 Pay increases granted to Employees in accordance with this agreement shall also apply to Employees subject to remuneration packaging arrangements; and
- 10.3.12 Any allowance, penalty rate, overtime, payment for unused leave entitlements, other than payments for leave taken whilst employed shall be calculated by reference to the salary which would have applied to the Employee in the absence of any remuneration packaging arrangements

11. TAKING OF ANNUAL LEAVE AND ADOS

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

12. PARENTAL LEAVE

12.1 MATERNITY LEAVE

21.1.1 ELIGIBILITY

To be eligible for paid maternity leave an Employee must have completed at least 40 weeks continuous service. Casual Employees are not eligible for paid maternity leave

An Employee who has once met the conditions for paid maternity leave will not be required to work again the 40 weeks continuous service in order to qualify for a further period of paid maternity 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 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, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act, 1987* 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, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act, 1987*.

12.1.2 PAID MATERNITY LEAVE ENTITLEMENT

Eligible Employees are entitled to paid maternity leave as follows;

- (a) An Employee is entitled to ten weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to four weeks prior to the expected date of birth.
- (b) It is not compulsory for an Employee to take this period off work. However, if an Employee decides to work during this period it is subject to the Employee being able to perform satisfactorily the full range of normal duties.
- (c) Paid maternity leave may be paid: on a normal fortnightly basis, in advance in a lump sum, at the rate of half pay over a period of twenty weeks on a regular fortnightly basis.

12.1.3 UNPAID MATERNITY LEAVE

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

12.1.4 APPLICATIONS

An Employee who intends to proceed on maternity leave should formally notify the Employer of such intention as early as possible, so that arrangements associated with her absence can be made

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

12.1.5 VARIATION AFTER COMMENCEMENT OF LEAVE

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

The conditions relating to variation of maternity leave are derived from Section 64 of the Industrial Relations Act 1996.

12.1.6 STAFFING PROVISIONS

In accordance with obligations established by the Section 69 of the Industrial Relations Act 1996, any person who occupies the position of an Employee on maternity leave must be informed that the Employee has the right to return to her former position. Additionally, since an Employee has the right to vary the period of her maternity leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the Employee elects to return to duty, whichever occurs first.

12.1.7 EFFECT OF MATERNITY LEAVE ON ACCRUAL OF LEAVE, INCREMENTS ETC.

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

Except in the case of Employees who have completed ten years' service the period of maternity leave without pay does not count as service for long service leave purposes. Where the Employee has completed ten years' service the period of maternity leave without pay shall count as service provided such leave does not exceed six months

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

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

12.1.8 ILLNESS ASSOCIATED WITH PREGNANCY

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

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

12.1.9 TRANSFER TO MORE SUITABLE POSITION

Where because of an illness or risk associated with her pregnancy, an Employee cannot carry out the duties of her position, an Employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. This obligation arises from section 70 of the Industrial Relations Act 1996. A position to which an Employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

12.1.10 MISCARRIAGES

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

12.1.11 STILLBIRTH

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

12.1.12 EFFECT OF PREMATURE BIRTH ON PAYMENT OF MATERNITY LEAVE

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

12.1.13 RIGHT TO RETURN TO PREVIOUS POSITION

In accordance with the obligations set out in section 66 of the Industrial Relations Act, 1996 an Employee returning from maternity leave has the right to resume 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 her former position and for which the Employee is capable or qualified.

12.1.14 RETURN FOR LESS THAN FULL TIME HOURS

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

The period is to be limited to 12 months after which full time duties must be resumed unless otherwise negotiated between the Employer and Employee.

The Employee is to make an application for leave without pay to reduce her/his full time weekly hours of work. This application should be made as early as possible to enable the Employer to make suitable staffing arrangements. At least four weeks notice must be given.

The quantum of leave without pay to be granted to individual Employees is to be by mutual agreement with the Employer.

Salary and other conditions of employment are to be adjusted on a basis proportionate to the Employee's full time hours of work; ie for long service leave the period of service is to be converted to the full-time equivalent, and credited accordingly.

It should be noted that Employees who return from maternity leave under this arrangement remain full-time Employees. Therefore the payment of any part-time allowance to such Employees does not arise.

12.1.15 FURTHER PREGNANCY WHILE ON MATERNITY LEAVE

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

12.2 ADOPTION LEAVE

12.2.1 ELIGIBILITY

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

An Employee who has once met the conditions of paid adoption leave, will not be required to again work the 40 weeks continuous service in order to qualify for further periods of paid adoption 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 their 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, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers Compensation Act, 1987*.

12.2.2 PAID ADOPTION LEAVE ENTITLEMENT

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

12.2.3 UNPAID ADOPTION LEAVE

Eligible Employees are entitled to unpaid adoption leave as follows:

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

12.2.4 APPLICATIONS

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

12.2.5 VARIATION AFTER COMMENCEMENT OF LEAVE

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

12.2.6 OTHER PROVISIONS FOR ADOPTION LEAVE

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

12.3 LIABILITY FOR SUPERANNUATION CONTRIBUTIONS

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

12.4 PERMANENT PART TIME AND CASUAL EMPLOYEES

Permanent part-time Employees as defined in clause 25, Part-time, Casual and Temporary Employees, of the award (viz., Employees engaged on a permanent part-time basis for less than the full-time hours of work) who do not receive the part-time loading but instead receive proportionate full-time conditions of employment are covered by this clause.

As such, these permanent part-time Employees (as specified) are entitled to pro-rata paid maternity leave after 40 weeks continuous service.

Casual Employees do not have an entitlement to paid parental leave.

12.5 PATERNITY LEAVE

The paternity leave provisions of the Industrial Relations Act 1996, as amended from time to time, shall apply. At the commencement of this award, the Act provides that an Employee is entitled to a total of 52 weeks unpaid paternity leave, consisting of:

- (a) an unbroken period of up to one week at the time of the birth of the child or other termination of the pregnancy (short paternity leave); and
- (b) a further unbroken period in order to be the primary care-giver of the child (extended paternity leave).

An Employee resuming duty after a period of paternity leave shall be entitled to return for less than full time hours, on the same basis as applies to Employees returning from maternity leave

12.6 PAID PARENTAL LEAVE

Eligible employees whose spouse or partner is pregnant or is taking custody of a child are entitled to a period of 2 weeks paid leave.

The entitlement of two weeks paid parental leave may be taken at any time within the 52 week period of the birth and shall be paid at full pay for two weeks or half pay for four weeks.

13. CASUAL EMPLOYEE'S CONVERSION TO FULL-TIME OR REGULAR PART-TIME EMPLOYMENT

13.1 This clause only applies to a regular casual Employee.

13.2 A regular casual Employee means a casual Employee who is employed by an Employer on a regular and systematic basis (that is, consistent numbers of hours of work in each roster cycle) for a period of employment of at least six months.

13.3 It is the intention of the parties that casual Employees should not work more than 38 hours within any roster period of one week, averaged over a four week cycle.

13.4 A regular casual Employee who has been engaged by the Employer for at least six months, may apply to the Director of Nursing (subject to the provisions of this clause) to have his or her contract of employment converted to full-time or regular part-time employment.

13.5 Where a casual Employee seeks to convert to full-time or regular part-time employment, the Employer may consent to or refuse the election, but only on reasonable grounds. In considering a request, the Employer may have regard to any of the following factors:

- (a) the size and needs of the workplace or;
- (b) the nature of the work the Employee has been doing;
- (c) the qualifications, skills, and training of the Employee;
- (d) the trading patterns of the workplace or (including cyclical and seasonal trading demand factors);
- (e) the Employee's personal circumstances, including any family responsibilities; and
- (f) any other relevant matter.

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

14 PUBLIC HOLIDAYS

- 14.1 For the purpose of this agreement, the following shall be deemed to be public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Local Labor Day, Christmas Day, and Boxing Day
- 14.2 In addition to those public holidays specified in subclause 14.1, Employees shall be entitled to an extra public holiday each year. Such public holiday shall occur between Christmas and New Year within the days Monday to Friday inclusive and shall not coincide with a date that is already a gazetted public holiday. The date of the extra public holiday shall be nominated by the Employer before 1st July each year. This extra public holiday shall apply in substitution for any local public holidays proclaimed eg Race Day/Show Day and in substitution for any Bank holiday proclaimed in New South Wales.
- 14.3 Employees wishing to be absent from duties on Race or Show day may arrange for annual leave or leave without pay to be taken subject to agreement being reached with his/her manager.

15. REASONABLE WORKLOADS FOR NURSES

- 15.1 The Employer has a responsibility to provide reasonable workloads for Employees.
- 15.2 Reasonable workloads shall be assessed using work hour allocations in conjunction with clinical assessments which will take into account acuity, skill mix, specialization where relevant, and geographical and other local requirements and resources.
- 15.3 An Employee will not be allocated an unreasonable or excessive nursing workload or other responsibilities except in emergency or extraordinary circumstances of an urgent nature.
- 15.4 The following procedure will apply to resolve workload matters or staffing grievances directly arising from nursing workload issues:
- (a) A grievance in relation to such matter shall first be raised by Employee/s at the ward/unit level with the Nursing Unit Manager responsible or the appropriate manager (using the workload resource tool) and will be dealt with at that time. The Nursing Unit Manager shall investigate and advise on any issue that is raised within 24 hours and provide a response to employees on the issue. Employees are able to raise these concerns at the regular ward meetings or other times, or as appropriate.
 - (b) If the matter remains unresolved, it should be referred to the Director of Nursing of the hospital.
 - (c) If the matter remains unresolved, it should be referred to the Chief Executive Officer and the Association for consideration and recommendation.

- (d) If the matter remains unresolved, it should be dealt with in accordance with clause 16 Grievance and Dispute Procedures.
- (e) The Workload Resource Tool will be reviewed on a monthly basis by the Hospital Executive Management and Association representatives.

16. GRIEVANCE AND DISPUTE PROCEDURES

- 16.1 The St Vincent's Private Hospital Grievance Management System shall be used to resolve disputes during the life of this agreement. The detailed policy and procedure can be viewed from the policy and procedure index. A summary of the procedure is attached as schedule two.
- 16.2 At any stage of the procedure, the Employee(s) may elect to be represented by the Association or an Association workplace representative.
- 16.3 Should a dispute be unable to be resolved through the Grievance and Disputes Procedures, either party may refer the matter to the NSW Industrial Relations Commission for resolution.

17. PAID TRADE UNION DELEGATES LEAVE

Elected Branch officials will be entitled to two days paid leave for the purposes of undertaking union business. This includes attending delegate meetings, annual conference or meetings in a representative role out of work hours.

18. SCHOLARSHIP FUND

St Vincent's Private Hospital is committed to the ongoing professional development of nursing staff. As such, eligible nursing staff can apply to St Vincent's Private Hospital for financial assistance for ongoing professional development and if successful will be awarded an annual scholarship. The scholarship may be undertaken by numerous employees but may not exceed the budgetary amount agreed to by the hospital. The approval of applications will be made in accordance with the relevant policy.

19. BEREAVMENT LEAVE

Employees will be entitled to bereavement leave in accordance with the Private Hospital Industry Nurses' (State) Award. Notwithstanding this Employees will be entitled to 3 days bereavement leave without deduction of pay, on each occasion of the death of a person and where the employee is involved in funeral arrangements, travelling etc leave may be allowed for up to 4 days.

20. LONG SERVICE LEAVE PORTABILITY

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

21. ANTI DISCRIMINATION

It is the intention of the parties to this agreement to seek to achieve the object in Section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfillment of these obligations for the parties to make application to vary any provision of the agreement which, by its terms or operation, has a direct or indirect discriminatory effect.

Under the Anti-Discrimination Act 1977, it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

Nothing in this clause is to be taken to affect:

any conduct or act which is specifically exempted from anti-discrimination legislation; offering or providing junior rates of pay to persons under 21 years of age; any act or practice of a body established to propagate religion which is exempted under s 56(d) of the Anti-Discrimination Act 1977; a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

22. NO EXTRA CLAIMS

This Agreement in conjunction with the Private Hospital Industry Nurses' (State) Award is intended to deal comprehensively with all wages, allowance and conditions for Employees employed by the Employer. The parties acknowledge and agree that the Agreement is in full and final settlement of all matters, claims and demands however described made during the development of this Agreement.

The parties have developed this Agreement in good faith based upon information shared by the parties during the negotiation process

The parties must not under any circumstances seek to vary this Agreement except in accordance with clause 23 Leave Reserved or by the consent of the parties

23. LEAVE RESERVED

23.1 The parties to this agreement agree that they will enter into discussions in relation to varying the agreement following the decision of the NSW Industrial Relations Commission in the special case IRC 1277 of 2008 in relation to the increasing of the night shift penalty rates.

23.2 The parties to this agreement agree that they will enter into discussions in relation to varying clause 12 of the agreement following the introduction and commencement of the Federal Government Paid Maternity Leave Scheme.

DATED this day of 2009

(signed on behalf of St Vincent's Private Hospital)

(Witness)

DATED this day of 2009.

(signed on behalf of NSW Nurses' Association)

(Witness)

(Witness)

SCHEDULE 1 – WAGES

| CLASSIFICATION | Column 1 First Full Pay Period on or after 1 October 2008 | Column 2 First Full Pay Period falling on or immediately after 1 October 2009 | Column 3 First Full Pay Period falling on or immediately after 1 October 2010 |
|--|--|--|--|
| Assistant in Nursing | | | |
| 1 st Year | 655.40 | 681.00 | 707.60 |
| 2 nd Year | 676.20 | 702.60 | 730.00 |
| 3 rd Year | 697.50 | 724.70 | 753.00 |
| Thereafter | 719.20 | 747.20 | 776.30 |
| Trainee Enrolled Nurse | | | |
| 1 st Year | 655.40 | 681.00 | 707.60 |
| 2 nd Year | 676.20 | 702.60 | 730.00 |
| 3 rd Year | 697.50 | 724.70 | 753.00 |
| Thereafter | 719.20 | 747.20 | 776.30 |
| Enrolled Nurse | | | |
| 1 st Year | 804.20 | 835.60 | 868.20 |
| 2 nd Year | 822.00 | 854.10 | 887.40 |
| 3 rd Year | 839.70 | 872.40 | 906.40 |
| 4 th Year | 857.40 | 890.80 | 925.50 |
| Thereafter | 875.40 | 909.50 | 945.00 |
| Enrolled Nurse - Medication Endorsement | | | |
| 1 st Year | 822.00 | 854.10 | 887.40 |
| 2 nd Year | 839.70 | 872.40 | 906.40 |
| 3 rd Year | 857.40 | 890.80 | 925.50 |
| 4 th Year | 875.40 | 909.50 | 945.00 |
| Thereafter | 893.30 | 928.10 | 964.30 |
| RN general, MR, Psych, Infants, Geriatric, Midwifery | | | |
| 1 st Year | 911.90 | 947.50 | 984.50 |
| 2 nd Year | 961.60 | 999.10 | 1038.10 |
| 3 rd Year | 1011.20 | 1050.60 | 1091.00 |
| 4 th Year | 1064.50 | 1106.00 | 1149.10 |
| 5 th Year | 1117.20 | 1160.80 | 1206.10 |
| 6 th Year | 1169.90 | 1215.50 | 1262.90 |
| 7 th Year | 1230.10 | 1278.10 | 1327.90 |
| 8 th Year | 1280.70 | 1330.60 | 1382.50 |
| Clinical Nurse Specialist | 1332.70 | 1384.70 | 1438.70 |
| Clinical Nurse Consultant (appointment prior to 31/12/99) | 1638.80 | 1702.70 | 1769.10 |
| Clinical Nurse Consultant | | | |

| | | | |
|--|---------|---------|---------|
| Grade 1 | | | |
| 1 st Year | 1602.00 | 1664.50 | 1729.40 |
| 2 nd Year | 1634.80 | 1698.60 | 1764.90 |
| Grade 2 | | | |
| 1 st Year | 1667.20 | 1732.20 | 1799.80 |
| 2 nd Year | 1700.20 | 1766.50 | 1835.40 |
| Grade 3 | | | |
| 1 st Year | 1765.50 | 1834.40 | 1905.90 |
| 2 nd Year | 1798.40 | 1868.50 | |
| Nursing Unit Manager | | | |
| Level 1 | 1606.50 | 1669.20 | 1734.30 |
| Level 2 | 1682.80 | 1748.40 | 1816.60 |
| Level 3 | 1728.10 | 1795.50 | 1865.50 |
| Clinical Nurse Educator | 1332.80 | 1384.80 | 1438.80 |
| Nurse Educator | | | |
| 1 st Year | 1478.50 | 1536.20 | 1596.10 |
| 2 nd Year | 1520.30 | 1579.60 | 1641.20 |
| 3 rd Year | 1557.60 | 1618.40 | 1681.50 |
| 4 th Year | 1638.80 | 1702.70 | 1769.10 |
| Senior Nurse Educator | | | |
| 1 st Year | 1677.00 | 1742.40 | 1810.30 |
| 2 nd Year | 1711.40 | 1778.20 | 1847.50 |
| 3 rd Year | 1768.70 | 1837.70 | 1909.40 |
| Mothercraft Nurse | | | |
| 1 st Year | 864.80 | 898.50 | 933.50 |
| 2 nd Year | 892.30 | 927.10 | 963.30 |
| 3 rd Year | 924.40 | 960.50 | 998.00 |
| 4 th Year | 955.60 | 992.90 | 1031.60 |
| 5 th Year | 987.10 | 1025.60 | 1065.60 |
| 6 th Year | 1019.90 | 1059.70 | 1101.00 |
| 7 th Year | 1041.60 | 1082.20 | 1124.40 |
| 8 th Year | 1064.70 | 1106.20 | 1149.30 |
| 9 th year | 1086.80 | 1129.20 | 1173.20 |
| Residential Care Nurse | | | |
| 1 st Year | 784.70 | 815.30 | 847.10 |
| 2 nd Year | 800.40 | 831.60 | 864.00 |
| 3 rd Year | 816.20 | 848.00 | 881.10 |
| 4 th Year | 834.80 | 867.40 | 901.20 |
| Thereafter | 850.20 | 883.40 | 917.90 |
| Nurse undergoing Pre-Registration training | 786.30 | 817.00 | 848.90 |
| Nurse Practitioner | | | |
| 1 st Year | 1765.50 | 1834.40 | 1905.90 |
| 2 nd Year | 1798.40 | 1868.50 | 1941.40 |
| 3 rd Year | 1844.30 | 1916.20 | 1990.90 |
| 4 th Year | 1890.50 | 1964.20 | 2040.80 |
| Assistant Director of Nursing – 100 beds and over | 1596.30 | 1658.60 | 1723.30 |
| Deputy Director of Nursing | | | |
| Less than 100 beds | 1681.40 | 1747.00 | 1815.10 |
| 100 beds, less than 200 beds | 1726.50 | 1793.80 | 1863.80 |
| 200 beds, less than 250 | 1768.70 | 1837.70 | 1909.40 |

| | | | |
|------------------------------|---------|---------|---------|
| beds | | | |
| 250 beds, less than 350 beds | 1834.80 | 1906.40 | 1980.80 |
| 350 beds, less than 450 beds | 1900.60 | 1974.70 | 2051.70 |
| 450 beds, less than 750 beds | 1970.70 | 2047.60 | 2127.50 |
| 750 beds and over | 2047.30 | 2127.10 | 2210.10 |
| Director of Nursing | | | |
| Less than 25 beds | 1732.90 | 1800.50 | 1870.70 |
| 25 beds, less than 50 beds | 1834.70 | 1906.30 | 1980.60 |
| 50 beds, less than 75 beds | 1874.50 | 1947.60 | 2023.60 |
| 75 beds, less than 100 beds | 1913.40 | 1988.00 | 2065.50 |
| 100 beds, less than 150 beds | 1968.50 | 2045.30 | 2125.10 |
| 150 beds less than 200 beds | 2034.00 | 2113.30 | 2195.70 |
| 200 beds, less than 250 beds | 2100.10 | 2182.00 | 2267.10 |
| 250 beds, less than 350 beds | 2179.20 | 2264.20 | 2352.50 |
| 350 beds, less than 450 beds | 2310.50 | 2400.60 | 2494.20 |
| 450 beds, less than 750 beds | 2444.50 | 2539.80 | 2638.90 |
| 750 beds and over | 2597.80 | 2699.10 | 2804.40 |

Schedule 2 ALLOWANCES

Table 2 – Other Rates and Allowances

| Clause No. | Description | First Full Pay Period falling on or immediately after the date of registration of Agreement | First Full Pay Period falling on or immediately after 1 October 2009 | First Full Pay Period falling on or immediately after 1 October 2010 |
|------------|--|--|--|--|
| 12(i)(a) | General nurse in charge of hospital | 26.07 per shift | 27.09per shift | 28.15per shift |
| 12(ii)(a) | On call allowance | 2.85 per hour. Minimum payment 22.80 | 2.96 per hour. Minimum payment 23.68 | 3.07 per hour. Minimum payment 24.60 |
| 12(ii)(b) | On call allowance on rostered day off | 5.70 per hour with a minimum payment of 45.60 | 5.92 per hour with a minimum payment of 47.36 | 6.15 per hour with a minimum payment of 49.21 |
| 12(ii)(c) | On call during meal break | 11.22 per break | 11.66 per break | 12.12 per break |
| 12(iii)(a) | Director of Nursing performing radiographic duties | 31.80 per week | 33.04 per week | 34.33 per week |
| 12(iii)(c) | Employees performing radiographic duties in the absence of Director of Nursing | 6.36. per day maximum of 31.80 per week | 6.61 per day maximum of 33.04 per week | 6.87 per day maximum of 34.33 per week |
| 12(iv) | Employee wearing lead apron | 1.58 per hour or part thereof | 1.64 per hour or part thereof | 1.70 per hour or part thereof |
| 12(i)(b) | Registered Nurse in charge of ward | 26.07 per shift | 27.09 per shift | 28.15 per shift |
| 12(v)(a) | Registered Nurse in charge of ward, also in charge of hospital of less than 100 beds | 39.11 per shift | 40.64 per shift | 42.23 per shift |
| 16(iii) | Uniform Allowance | 8.02 per week including comprising 6.13 per week for uniform plus 1.89 per week for shoes. Cardigan or jacket 1.84 per week | to be adjusted June 2009 per CPI March 08-09 rates | to be adjusted June 2010 per CPI March 09-10 rates |

| | | | | |
|------------|---|--|--------------------------------|--------------------------------|
| | | Stocking 3.18 per week Sock 0.63 per week | | |
| 16(iv) | Laundry Allowance | 5.10 per week | CPI adjustments | CPI adjustments |
| 29(a)(iii) | Charge for meals- Breakfast Other meals | 3.98 per meal 7.26 per meal | 4.14 per meal 7.54 per meal | 4.30 per meal 7.83 per meal |

Table 3 - Post Graduate / Continuing Education Allowance

| | Post Graduate / Continuing Education Allowances | First Full Pay Period falling on or immediately after the date of registration of Agreement |
|---|--|--|
| | | \$ |
| 1 | Hospital Certificate Post Registration (per week) | 31.00 |
| 2 | Post Graduate Certificate (per week) | 31.00 |
| 3 | Post Graduate Diploma or Degree (per week) | 47.00 |

SCHEDULE 3

STAFF REPORT A GRIEVANCE TO MANAGEMENT

Written Report of Grievance Form

GRIEVANCE RESOLVED

- Complainant advised of outcome and Management Report of Grievance Resolution Overview Sheet, completed.

MANAGEMENT DISCUSSES ISSUE WITH COMPLAINANT

- Management clarifies the issues with the complainant, asking what steps they have taken, if any, to resolve the issue.
- Management attempts immediate resolution, if possible.

GRIEVANCE NOT RESOLVED

- Management writes to the complainant advising of the grievance resolution procedure.

SERIOUS ISSUE, INDUSTRIAL ISSUE, POLICY ISSUE

- Referred to Executive

PRELIMINARY ASSESSMENT OF GRIEVANCE

- Management undertakes an assessment of grievance and completes the *Preliminary Assessment of Grievance Form*.
- Complainant advised not to discuss grievance with those not directly involved.
- Complainant may be asked to clarify issues and/or provide further information.

RESPONDENT NOTIFIED

- Management provides the respondent with a copy of the grievance complaint.
- Advises respondent of grievance resolution procedure, and an opportunity to respond will be provided.
- Advises respondent to avoid discussions of grievance with those not directly involved.
- Respondent advised not to contact the complainant during the grievance resolution process, unless the complainant contacts the respondent.

GRIEVANCE INVESTIGATED

- Investigation may include interviews with complainant, respondent, witnesses, supervisors, workplace inspections and review of relevant documentation.
- Management will provide staff with 24 hours notice of interviews, and advised of the purpose of the interview.
- Staff may have a support person present with them during the interview.
- Records of interviews will be made, *Record of Interview Form* completed, and interviewees provided with a copy.
- Executive staff, only, may make tape recordings, for potentially serious matters, and with the express permission of the person interviewed. An unedited tape or transcript will be provided to the interviewee.

OUTCOME OF INVESTIGATION

- Management determines whether the grievance is substantiated, outlining the supporting evidence, and completing the *Management Report of Grievance Resolution – Overview Sheet*.
- Management determines the appropriate course of action to resolve the grievance, and implements the action.
- Management will advise both the complainant and respondent in writing of the decision, and the reasons for the decision.

APPEALS

- Staff may appeal the resolution process and/or the outcome by writing to the Executive, outlining any concerns, and the reasons for those concerns.

MONITORING THE OUTCOME

- Management will monitor the actions implemented to ensure the solution is working satisfactorily.