

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA09/43

**TITLE:** St Vincent's Private Hospital Darlinghurst Enterprise Agreement 2009

**I.R.C. NO:** IRC9/1594

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VARIATION:** Replaces EA07/13.

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**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to Support Service employees ( employed by St Vincent's Private Hospital located at 406 Victoria Street, Darlinghurst NSW 2010, as defined in clause 9, Definitions of this agreement, who fall within the coverage of the Private Hospital Employees (State) Award 2006.

**PARTIES:** St Vincent's Hospital, St Vincents and Mater Health Sydney Limited -&- the Health

**ST VINCENT'S PRIVATE HOSPITAL  
DARLINGHURST**

**ENTERPRISE AGREEMENT 2009**

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## **PART 1 - AGREEMENT FORMALITIES**

### **1. Title**

This Agreement shall be known as the St Vincent's Private Hospital Darlinghurst Enterprise Agreement 2009.

### **2. Area, Incidence and Parties Bound**

This Agreement shall be binding upon St Vincent's Private Hospital, Darlinghurst, as conducted by the Congregation of Religious Sisters of Charity of Australia at Victoria Street, Darlinghurst NSW 2010 and The Health Services Union of New South Wales. This Agreement will cover employees as defined in Clause 3, Definitions of the Private Hospital Employees (State) Award and staff members as defined in Clause 9, Definitions of this Agreement.

### **3. Aim of the Agreement**

Consistent with the Mission, Values and Philosophy of the Sisters of Charity Health Service, this Agreement aims to build a culture of partnership between St Vincent's Private Hospital and its staff, as well as maintain and enhance the health services provided. Essentially this Agreement is designed to:

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

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

### **4. Operative Dates for Agreements**

This Agreement will commence on the date of ratification by the Industrial Relations Commission of NSW, and shall remain in force for a period of 3 years.

Negotiation of the next Enterprise Agreement will commence 3 months prior to the termination date of this agreement.

### **5. Relationship to Parent Award**

The provisions of the Private Hospital Employees (State) Award will continue to apply during this Agreement, except to the extent they are excluded or modified by this Agreement. Where there is any inconsistency, this Agreement shall apply and furthermore, where this Agreement is silent, the Award shall apply.

## **6. Single Bargaining Unit**

For the purpose of negotiating this Enterprise Agreement and The Mater Enterprise Agreement 2009, a committee has been established consisting of up to four (4) HSU member employees, up to two (2) officers of the Health Services Union, and up to four (4) management representatives from St Vincent's Private Hospital, The Mater and St Vincent's and Mater Health.

## **7. New Employees**

The parties agree that any new staff member who is employed during the term of this Agreement will be covered by this Agreement. The new staff member will be entitled to all benefits and will be bound by all obligations with this Agreement from their date of employment.

## **8. Agreement to be Displayed**

Copies of this Agreement shall be displayed in places readily visible and accessible to all parties covered by this Agreement.

## **PART 2 – POSITION DEFINITIONS, CLASSIFICATIONS AND WORK LEVELS**

### **9. Definitions**

#### **9.1 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. Without being limited by the duties described in the Private Hospital Employees' (State) Award will include:

- \* General Services Officers Grade 1, 2

#### **9.2 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. Without being limited by the duties described in the Private Hospital Employees' (State) Award will include:

- \* General Services Officers Grade 3, Clerk Grade 1

#### **SVPH Officer Grade 2S**

- \* Unqualified inexperienced Sterilising staff

### **9.3 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. Without being limited by the duties described in the Private Hospital Employees' (State) Award will include:

- \* General Services Officers Grade 4, Clerk Grade 2, Cook, Patient Care Orderly, Car Park Attendant, Handyperson, Trainee Anaesthetic Technician

#### **SVPH Officer Grade 3S**

- \* Unqualified experienced Sterilising staff

### **9.4 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. Without being limited by the duties described in the Private Hospital Employees' (State) Award will include:

- \* Clerk Grade 3, Chef, Security Officer, Patient Care Orderly – higher responsibility,

#### **SVPH Officer Grade 4S**

- \* Qualified Sterilising Staff (inexperienced with Certificate)

#### **SVPH Officer Grade 4SSO**

- \* Senior Security Officer.

### **9.5 SVPH Officer Grade 5**

Higher skilled. Tertiary degree and some experience, or many years of experience. Decision making beyond policy and procedures. Supervision of lower Grades possible. Without being limited by the duties described in the Private Hospital Employees' (State) Award will include:

- \* Clerk Grade 4, Domestic Supervisors, Senior Technician

#### **SVPH Officer Grade 5S**

- \* Qualified Sterilising Staff (experienced with Certificate)

### **9.6 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. Without being limited by the duties described in the Private

Hospital Employees' (State) Award will include:

- \* Clerk Grade 5

#### **9.7 SVPH Officer Grade 7**

Professional. Tertiary qualified or some management responsibilities.

##### **SVPH Officer Grade 7.1S**

- \* Sterilising Leading Hand

### **10. Classifications**

This agreement recognises that the gradings or work levels have been designed to meet the specific organisational and business needs of St Vincent's Private Hospital.

#### *Administration of work levels and gradings*

The Parties agree that following consultation with the HSU, St Vincent's Private Hospital will administer the gradings and work level. Consultation will only occur where a grading of a category adversely affects employees.

### **11. Work Levels**

There are seven work levels of employee within the Agreement.

Work Level Seven is a work level specific to St Vincent's Private Hospital, and cannot be translated from the Award.

### **12. Dispute of Classification**

The parties agree that positions that are changed (through structured changes to work or as a result of evolution of duties) will have their classifications reviewed in accordance with Hospital policy to ensure that they have been correctly graded within the broadbanding as defined in Clause 11, Definitions. As a result of these reviews, no individual employed at the time of the regrading will be disadvantaged.

## **PART 3 – WAGES AND REMUNERATION**

### **13. Wages**

Staff members covered by this Agreement will be paid not less than the appropriate level as set out in Schedule A, Table 1, Monetary Rates, except new staff members. New staff may be paid 3% less than the rates stated in Schedule A, Table 1, Monetary Rates for the initial part of their employment; such initial period not exceeding 6 months.

In summary, this Agreement allows for:

- (i) an increase of 2.5% in base salary rates, which will take effect on the first pay period on or after 1 September 2009,
- (ii) an increase of 2.5% in base salary rates from the first pay period on or after 1 April 2010.

- (iii) an increase of 2.5% in base salary rates from the first pay period on or after 1 September 2010.
- (iv) an increase of 2.5% in base salary rates from the first pay period on or after 1 April 2011.
- (v) an increase of 2% in base salary rates from the first pay period on or after 1 September 2011.
- (vi) an increase of 2% in base salary rates from the first pay period on or after 1 April 2012.

#### **14. Remuneration Packaging**

Staff will be able to package part of their salary, up to a maximum under legislative requirements upon introduction of the P.B.I. debit card system and will receive fringe benefits to the value of this packaged amount. Employees can either package Mortgage or Rent or the PBI card.

Casual employees who work regular hours with a minimum of 14 hours per week and who have been employed for a minimum of three months will have access to salary packaging via the PBI card. (or any other arrangement that replaces this card).

Under the current tax regime, the St Vincent's Private Hospital is exempt from paying Fringe Benefits Tax on the amount proposed to be packaged in this Agreement. As that part of the package is classified as fringe benefits, staff are exempt from paying tax for the value of those fringe benefits. Should the tax laws change with respect to Fringe Benefits Tax, the Hospital reserves the right to review the packaging arrangement.

#### **15. Salary Sacrifice to Superannuation**

- (i) An employee may elect to sacrifice some or all of the salary payable to them under this agreement to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate.

Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions it will be:

- (a) subject to Australian Taxation Law, the sacrificed portion of salary will reduce the salary subject to appropriate taxation deductions by the amount of that sacrificed portion; and
- (b) any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly worker's compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under the relevant award or any applicable Award, Act, or Statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the relevant award in the absence of any salary sacrifice to superannuation made under this award.



- (ii) Where an employee elects to salary sacrifice in terms above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (iii) St Vincent's Private Hospital must ensure that the amount of any additional employer superannuation contributions specified in subclause (1) above is included in the employee's superannuable salary that is notified to the relevant superannuation fund.

## 16. Allowances

The parties to this Agreement agree that all allowances are inclusive in the wage rates set out in Schedule A, Table 2, Allowances, except for:

- (i) On call allowance.
  - (a) A staff member required by the Hospital to be on call between shifts, shall be paid an allowance as set out in item (i) of Schedule 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.
  - (b) A staff member required to be on call on rostered days off shall be paid an allowance as set out in item (ii) of Schedule 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.
- (ii) Higher duties allowance

A staff member required by an authorised representative to relieve another staff member paid on a higher scale shall be paid for the time so spent at the rate for the staff member so relieved.

This sub clause shall not apply when a staff member in a higher grade is absent from duty by reason of their allocated day off duty as a consequence of working a 38 hour week.
- (iii) Service Allowance

All staff members in receipt of a service allowance in accordance with Clause 24 Service Allowance of the Private Hospital Employees (State) Award at the commencement of this Agreement, shall continue to receive the aforementioned service allowance. Staff who currently receive this allowance are not eligible for the 'new service allowance' Clause 17 of this agreement.
- (iv) Meal Allowance (Overtime)
  - (a) 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.

Breakfast includes a hot breakfast and cereal, yogurt or fruit. Lunch and dinner includes a main course, dessert and a soft drink or juice or a soup, main course and a soft drink or juice at the staff member's choice.

- (b) If the cafeteria is closed or the Hospital is unable to supply a meal the meal allowance set out in item (iii) of Schedule A Table 2, Allowances shall be paid.
- (c) 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.

**17. New Service Allowance**

A service allowance will be paid to staff as follows:

Effective date.	1/9/09;	1/9/10;	1/9/11
▪ 1-3 years of service	\$5 pw ;	\$5 pw;	\$5 pw
▪ 3-5 years of service	\$10.50 pw;	\$11 pw;	\$11.50 pw
▪ 5-10 years of service	\$15.50 pw;	\$16 pw;	\$16.50 pw
▪ 10 or more years of service	\$20.50 pw;	\$21 pw;	\$21.50 pw

Such 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. These allowances will not be paid to staff who are currently paid the service allowance as per Clause 16 (iii)

**18. Ordinary Hours & Roster**

- (i)
  - (a) 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, to be worked Monday to Friday and to commence on such days at or after 5:30 am and before 10:00 am.
  - (b) 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.
- (ii) The hours of work for full time staff members prescribed in subclause (i) of 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) 190 hours per 35 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
  - (c) 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
  - (d) 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
  - (e) 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

- (f) 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
  - (g) 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
  - (h) in such other way as agreed between the manager and staff member which meets the other subclauses of this Clause.
- (iii) 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.
  - (iv) 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 staff members and casual staff members shall receive a minimum payment of two hours for each such start.
  - (v)
    - (a) A staff member whose ordinary hours of work are arranged in accordance with paragraphs (a) and/or (b) of subclause (ii) of this Clause, shall be entitled to an allocated day off in each roster cycle of 28 calendar days or 35 calendar days, as the case may be. 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.
    - (b) The staff member's allocated day off duty prescribed above shall be taken at an agreed time having regard to the needs of the place of employment. Such allocated day off duty shall, where possible, be consecutive with the rostered days off prescribed in subclause (iii) of this Clause, provided that the Hospital and the staff member may agree to accumulate up to twelve allocated days off per year, to be taken in conjunction with the staff member's annual leave, or by mutual agreement, taken at another time within 18 months of such accrual occurring.
    - (c) Allocated days off duty may not be rostered to occur on public holidays.
    - (d) No time towards allocated 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 weeks annual leave.
    - (e) A staff member returning to duty from the abovementioned leave shall be given the next allocated day off in sequence.
    - (f) Where a staff member's allocated 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.
  - (vi) Each shift shall consist of not more than 11 ordinary hours of work per day, provided that shifts in excess of ten ordinary hours of work shall not occur on

more than 7 consecutive days in any 8-day period, or that shifts of ten ordinary hours of work or less shall not occur on more than 11 consecutive days in any 12-day period.

- (vii) The ordinary hours of a permanent part-time staff member will be a specified number of hours which are less than those prescribed for a full-time staff member in subclauses (i) of this Clause.

The specified number of hours may be balanced over a week or 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 a staff member working on a "week on, week off" basis in accordance with this subclause.

- (viii) Except for meal breaks each day, all time from the commencement to the cessation of duty each day shall count as working time.
- (ix) 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.
- (x) There shall be a minimum break of 8 hours between ordinary rostered shifts on successive days.
- (xi) Apprentices – The ordinary hours of work for apprentices shall be as prescribed in this Clause, provided that no apprentice shall be required to perform work which would prevent the apprentice from attending classes at technical college.
- (xii) 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 Head of Department.

## **19. Casual Employees**

- (i)
  - (a) A casual staff member is one engaged on an hourly basis otherwise than as a permanent part-time staff member or full-time staff member.
  - (b) A casual staff member may only be engaged in the following circumstances: for short term periods where there is a need to supplement the work force arising from fluctuations in the needs of the facility; or in the place of another staff member who is absent; or in an emergency.
- (ii) A casual staff member shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate, prescribed by in Schedule A, Table 1, Monetary Rates, plus ten per cent thereof, with a minimum payment of two hours for each engagement.

- (iii) A casual staff member who is required to and does work on a public holiday prescribed by Clause 15, Public Holidays of the Private Hospital Employees (State) Award, shall be paid double time and one-half for all time worked in lieu of the 10 per cent allowance provided for in subclause (ii) of this Clause.
- (iv) For weekend and public holiday work, casual staff members shall, in lieu of all other penalty rates and the 10 per cent casual allowance, receive the following rates:
  - (a) time and one-half for work between midnight Friday and midnight Saturday;
  - (b) time and three-quarters for work between midnight Saturday and midnight Sunday;
  - (c) double time and one-half for work on a public holiday.
- (v) Where overtime rates are payable, they shall be paid in lieu of the 10 per cent casual loading.
- (vi) For the entitlement to annual leave, see *Annual Holidays Act 1944*.
- (vii) For the entitlement to long service leave, see *Long Service Leave Act 1955*.
- (viii) A casual staff member shall only receive overtime in accordance with Clause 20, Time in Lieu/ Overtime, of this Agreement when they work more than 76 hours in the fortnight. The overtime rate is exclusive of the casual rate of 10% as referred to in subclause (ii) of this Clause.
- (ix) Casuals shall not be asked to work a double shift unless there are no permanent staff on the shift available to work.
- (x) Casual staff employed by St Vincent's Private Hospital and/or The Mater Hospital may work at any facility over St Vincent's & Mater Health subject to mutual agreement and appropriate notice.

Where appropriate notice is unable to be given (2 hours) and/or urgent situations arise, the employee will be re-imbursed reasonable travel costs incurred.

For instances where there are differences in pay rates the casual employee will be paid the appropriate hourly rate of the facility they are working in. Where the hourly rate is less employees will not be disadvantaged.

Casual staff will remain on the payroll of the original employer and all wage costs will be recovered by normal accounting transfer procedures.

- (xi) With respect to a casual staff member the provisions of the following clauses of the Private Hospital Employees (State) Award will not apply:
 

Clause 24, Service Allowance; Clause 17, Annual Leave Loading; Clause 22, Relieving other members of staff; Clause 19, Compassionate Leave; Clause 34, Award benefits to be continuous, Clause 5, Roster of Hours; and Clause 16, Annual Leave.
- (xii) With respect to a casual staff member the provisions of the following clauses of this Agreement will not apply:

Clause 21, Sick Leave; and Clause 23 Family and Carer's Leave.

## 20. Overtime / Time in Lieu

- (i) All time worked by staff members outside the ordinary hours as contained in Clause 18, Ordinary Hours and Roster, 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.
- (ii) Staff members recalled to work overtime after leaving the premises, after their normal ceasing time, shall be paid for a minimum of two hours for permanent part time and casual staff, and two and a half hours for full time staff, at the applicable overtime rate, for each time so recalled, provided that, except in unforeseen circumstances, a staff member shall not be required to work the full 2 or 2 1/2 hours (as the case may be) if the tasks they were recalled to perform are completed within a shorter period.
- (iii) A staff member recalled to work overtime pursuant to subclause (ii) of this Clause, shall be reimbursed reasonable travel expenses incurred in respect of the recall to work.
- (iv) Where a staff member works so much overtime that they are not given eight consecutive hours off duty prior to commencing ordinary hours of work, they shall be released after the completion of such overtime, until they have had eight consecutive hours off duty. Such time off duty will occur without loss of pay for ordinary working time occurring during this absence.

Where the Hospital instructs such a staff member to continue or resume work without having had eight consecutive hours off duty, the staff member shall be paid at the rate of double time, until they are 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.

- (v) If a permanent part-time staff member is asked during a shift to continue to work beyond the originally rostered finishing time for that shift, such that the total hours worked on that day extends beyond the prescribed hours for a full time staff member on the same shift in the same section, the additional hours beyond the prescribed hours for the full time staff member shall be paid as overtime.
- (vi) All time worked by permanent part-time staff members in excess of the hours prescribed for a full-time staff member in Clause 18, Ordinary Hours and Roster, shall be paid for at overtime rates.
- (vii) In lieu of receiving payment for overtime in accordance with this Clause, staff members may be compensated by way of time off in lieu of overtime on the following basis.
  - (a) Time off in lieu of overtime must be taken within three (3) months of it being accrued, unless it is to be used as personal carer's leave as set out in Clause 17, Personal / Carer's Leave, at ordinary rates (that is, one hour worked: one hour off).

- (b) 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.
- (c) Staff members cannot be compelled to take time off in lieu of overtime.
- (d) Records of all time off in lieu of overtime owing to staff members and taken by staff members must be maintained by the Hospital.

## **PART 4 - LEAVE**

### **21. Sick Leave**

- (i) A new staff member shall be entitled to sick leave on a pro-rata basis at the end of each month during the first year of employment with the Hospital. This pro-rata will be equal to 6.33 hours per month for a full-time staff member.
- (ii) A full-time staff member shall be entitled to sick leave on full pay, calculated by allowing seventy-six ordinary hours for each year of continuous service. Any unused sick leave shall remain to the staff member's credit.
- (iii) Permanent part-time staff members shall be entitled to sick leave in the same proportion as the average weekly hours worked over the preceding twelve months or from the time of the commencement of employment, whichever is the lesser, bears to thirty-eight ordinary hours of one week. Such entitlements shall be subject to all the conditions applying to full-time staff members.
- (iv) Each staff member shall notify the Hospital of their absence from work due to illness where practicable, prior to the commencement of their ordinary working time or rostered shift, and shall inform the Hospital of the expected duration of the absence.
- (v) The Hospital shall not change the rostered hours of work of a staff member fixed by the roster or rosters applicable to the seven days immediately following the commencement of sick leave merely by reason of the fact that the staff member is on sick leave.
- (vi) All periods of sickness shall be certified by the medical superintendent or Director of Nursing of the Hospital or by a legally qualified medical practitioner approved by the Hospital; provided however, that the Hospital shall dispense with the requirement of a medical certificate where the absence does not exceed two consecutive days or where in the Hospital's opinion the circumstances are such as not to warrant such requirements.
- (vii) A staff member shall not be entitled to sick leave for a period during which the staff member is receiving workers' compensation.
- (viii) Notwithstanding subclause (vii), where a staff member continues to receive workers' compensation for a period in excess of 26 weeks, the Hospital shall pay to the staff member the difference between the amount received as workers' compensation and their full weekly wage until all the staff member's sick leave entitlement under this clause has been used.

## 22. Long Service Leave

- (i) 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.
- (ii) 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.
- (iii) Where a staff member has acquired a right to long service leave under subclauses (i) and (ii) of this clause, 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.
  - (b) 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.
- (iv) 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:-
    - (1) any period of absence on leave without pay not exceeding six months; or
    - (2) absence of a staff member from the Hospital whilst a member of the Defence Forces of the Commonwealth in time of war; or



- (3) any period of absence on parental leave taken by the staff member in accordance with the Industrial Relations Act 1996.
- (v) 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.
- (vi) 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.
- (vii) 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.

### **23. Family & Carers' Leave**

- (i) Use of Sick Leave
  - (a) A staff member other than a casual staff member with responsibilities in relation to a class of person set out in (c) who needs the staff member's support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in Clause 21, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
  - (b) The staff member shall, if required, establish either by production of a medical certificate or statutory declaration the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
  - (c) The entitlement to use sick leave in accordance with this subclause is subject to:
    - (i) the staff member being responsible for the care of the person concerned; and
    - (ii) the person concerned being:
      - (a) a spouse of the staff members, or
      - (b) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

- (c) a child or an adult child (including an adopted child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employees as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the staff member who is a member of the same household where for the purposes of this paragraph:
  - (1) 'relative' means a person related blood, marriage or affinity
  - (2) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
  - (3) 'household' means a family group living in the same domestic dwelling.

A staff member shall, where ever practicable, give the Hospital notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Hospital by telephone of such absence at the first opportunity on the day of absence.

(ii) Unpaid Leave for Family Purpose

A staff member may elect, with the consent of the Hospital to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in sub paragraph (ii) of paragraph (c) above who is ill.

(iii) Time Off in Lieu of Payment for Overtime

- (a) For the purpose of providing care and support for a person in accordance with subclause (1) of this Clause, and the provision of Clause 20 Time in Lieu/ Overtime, the following provision shall apply
- (b) A staff member may elect, with the consent of the Hospital to take time off in lieu of payment for overtime at a time or times agreed with the Hospital within twelve (12) months of the said election.
- (c) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (d) If, having elected to take time as leave in accordance with paragraph (a) above the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.

- (e) Where no election is made in accordance with the said paragraph (a) the employee shall be paid overtime rates in accordance with this agreement.

(iv) Make-up Time

- (a) A staff member may elect, with the consent of the Hospital, to work 'make up time' under which the staff member takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (b) A staff member on shift work may elect, with the consent of the Hospital to work 'make up time' (under which the employee takes time off ordinary hours and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.

(v) Accumulated Days Off

- (a) A staff member may elect, with the consent of the Hospital to take an accumulated day off at any time.
- (b) A staff member may elect, with the consent of the Hospital to take accumulated days off in part day amounts.
- (c) A staff member may elect, with the consent of the Hospital to accrue some or all accumulated days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the Hospital and the staff member or subject to reasonable notice by the staff member or the Hospital.

## **24. Parental Leave**

### **A. Maternity Leave**

(i) Eligibility

To be eligible for maternity leave an employee must have completed at least 40 calendar weeks of continuous service prior to the expected date of birth.

An employee who has once met the conditions for maternity leave will not be required to work again the 40 calendar weeks of continuous service in order to qualify for a further period of 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 his/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.

(ii) Entitlement

Eligible employees are entitled to the following leave:

(a) Paid maternity leave - an employee is entitled to nine weeks at the ordinary rate of pay or eighteen weeks at half the ordinary rate of pay from the date maternity leave commences. This leave may commence up to twelve weeks prior to the expected date of birth, although it is not compulsory for an employee to commence maternity leave prior to the expected date of birth.

(b) Unpaid maternity leave - an employee is entitled to a further period of unpaid maternity leave of not more than twelve months from the completion of paid maternity leave.

(iii) Applications

An employee who intends to proceed on maternity leave should formally notify her Manager 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 be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

(iv) Variation after Commencement of Leave

After commencing maternity leave an employee is entitled to vary the period of her maternity leave, once without the consent of her employer and otherwise with the consent of the Hospital. A minimum of four weeks' notice of variation must be given, although an employer may accept less notice if convenient. The conditions relating to variation of maternity leave are derived from Section 65 of the Industrial Relations Act, 1996.

(v) Staffing Provisions

In accordance with obligations established by the Industrial Relations Act, 1996 (S.69), 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 shall be in writing, stating clearly the temporary nature of the contract of employment.

The duration of employment shall also be set down clearly: to a fixed date or until the employee elects to return to duty, whichever occurs first.

(vi) Effect of Maternity Leave on Accrual of Leave, Increments, etc.

The period of maternity leave without pay does not count as service for paid leave purposes.

Where the employee has completed ten years service the period of maternity leave without pay shall count as service for Long Service Leave purposes, provided such leave does not exceed six months.

Maternity leave without pay does not count as service for increment purposes.

(vii) 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.

(viii) Transfer to a More Suitable Position

Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, St Vincent's Private Hospital is obliged, as far as practicable, to provide employment in some other position that she is able to perform satisfactorily.

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.

(ix) Miscarriages

Absence from work due to a miscarriage is to be covered by the Sick Leave provisions.

(x) Stillbirth

An employee may elect to take sick leave, in the case of a stillbirth (as classified by the Registry of Births, Deaths and Marriages) 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 for duty.

(xi) 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.

(xii) Right to Return to Previous Position

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.

(xiii) Return for Less Than Full-Hours

Employees on application to their employer may be entitled 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;
- \* The employee is to make an application for leave without pay to reduce her full-time 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;

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

It should be noted that employees who return from maternity leave under this arrangement remain full-time employees.

(xiv) 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.

(xv) Liability for Superannuation Contributions

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

**B. Adoption Leave**

(i) Eligibility

To be eligible for adoption leave an employee must have completed at least 40 calendar weeks of continuous service prior to the date of taking custody of the child.

An employee who has once met the conditions of adoption leave will not be required again to work the 40 calendar weeks of continuous service in order to qualify for further periods of adoption leave, unless:-

- (a) There has been a break in service where the employee has been re-employed or re-appointed after a resignation or medical retirement, or after their services have been otherwise dispensed with; or
- (b) The employee has completed a period of leave without pay or more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, paternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Compensation Act.

(ii) Entitlement

Eligible employees are entitled to unpaid adoption leave as follows:-

- (a) Paid adoption leave - an employee is entitled to nine weeks at the ordinary rate of pay or eighteen weeks at half the ordinary rate of pay from the date adoption leave commences.
- (b) Unpaid adoption leave - an employee is entitled to a further period of unpaid adoption leave of not more than twelve months from the completion of paid adoption leave where the employee is the primary carer.

(x) 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.

(iv) Variation After Commencement of Leave

After commencing adoption leave an employee has the right to vary the period of leave; once without consent of the Hospital and otherwise with the consent of the Hospital. A minimum of four weeks' notice must be given to vary Adoption Leave after the commencement of leave, although the Hospital may accept less notice if this is convenient.

(v) Staff Provisions

As per Maternity Leave conditions.

(vi) Effect of Adoption Leave on Accrual of Leave, Increments, etc.

As per Maternity Leave conditions.

(vii) Return for Less than Full-Time Hours

As per Maternity Leave conditions.

(viii) Liability for Superannuation Contributions

During a period of Adoption Leave, the employee will not be required to meet the employer's superannuation liability.

(ix) Permanent part-time employees as defined in Clause 8 (i) of the Private Hospital Employees (State) Award are covered by this clause.

**C. Paternity Leave**

(i) Eligibility

To be eligible for paternity leave an employee must have completed at least 40 calendar weeks of continuous service prior to the birth of the child.

An employee who has once met the conditions of paternity leave will not be required again to work the 40 calendar weeks of continuous service in order to qualify for further periods of adoption leave, unless:-

(a) There has been a break in service where the employee has been re-employed or re-appointed after a resignation or 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.

(ii) Entitlement

Eligible employees are entitled to the following leave:

- (a) Paid paternity leave - an employee is entitled to one week at the ordinary rate of pay from the date paternity leave commences. This leave may commence up to twelve weeks prior to the expected date of birth, although it is not compulsory for an employee to commence paternity leave prior to the expected date of birth.
- (b) Unpaid paternity leave - an employee is entitled to a further period of unpaid paternity leave of not more than twelve months from the completion of paid paternity leave where the employee is the primary carer.
- (iii) Applications  

Employees should formally notify the Hospital as early as practicable of the intention to take Paternity Leave.
- (iv) Variation after Commencement of Leave  

After commencing paternity leave an employee is entitled to vary the period of leave; once without consent of the Hospital and otherwise with the consent of the employer. A minimum of four weeks' notice must be given, although the Hospital may accept less notice if convenient.
- (v) Staffing Provisions  

As per Maternity Leave conditions.
- (vi) Effect of Paternity Leave on Accrual of Leave, Increments, etc.  

As per Maternity Leave conditions.
- (vii) Return for Less than Full-Time Hours  

As per Maternity Leave conditions.
- (viii) Liability for Superannuation Contributions  

During a period of unpaid Paternity Leave, the employee will not be required to meet the employer's superannuation liability.
- (ix) Permanent part-time employees as defined in Clause 8 (i) of this Award are covered by this clause.

## **25. Union Leave**

- (i) Eligibility  

Applies to members of the Union accredited by the Union as a workplace delegate, with the number of such delegates at St Vincent's Private Hospital to be no more than eight.
- (ii) Paid Special Leave  

Paid special leave is available for attendance at:



- (a) annual or bi-annual conferences of the delegate's union; or
- (b) meetings of the union's executive/Committee of Management; or
- (c) attend training facilitated by the Association; or
- (d) annual conference of the Labour Council of NSW; or
- (e) bi-annual conference of the Australian Council of Trade Unions.

(iii) Limits

There is no limit on the special leave that could be applied for or granted. It is expected, however, that the leave would be kept to a minimum and that, on average, not more than 5 days special leave per year would need to be taken.

(iv) Responsibilities of the Union Delegate

Responsibilities of the Union delegate are:

- (a) to establish accreditation as a workplace delegate with the Association;
- (b) to provide sufficient notice of absence to the employer; and
- (c) to lodge a formal application for special leave.

(v) Responsibilities of the Union.

Responsibilities of the Union are:

- (a) to provide documentary evidence to the employer about an accredited delegate in sufficient time to enable the employer to make arrangements for performance of duties;
- (b) to meet all travelling, accommodation and any other costs incurred by the accredited delegate; and
- (c) to provide the employer with confirmation of attendance of the accredited delegate.

(vi) Responsibilities of the Employer

Responsibilities of the employer are;

- (a) to release the accredited delegate for the duration of the conference or meeting;
- (b) to grant special leave (with pay); and
- (c) to ensure that the duties of the absent delegate are performed in his/her absence, if appropriate.

(vii) Period of Notice

Generally, dates of conferences, training or meetings are known in advance

and it is expected that employers would be notified as soon as accreditation has been given to a delegate or at least two weeks before the date of attendance.

Where extraordinary meetings are called at short notice, a shorter period of notice would be acceptable, provided such notice is given to the employer as soon as advice of the meeting is received by the accredited delegate.

## **26. Jury Service**

An employee other than a temporary or casual employee, required to attend for Jury Service during ordinary working hours shall be reimbursed by the St Vincent's Private Hospital an amount equal to the difference between the amount paid in respect of his/her attendance for such Jury Service and the amount of wages the employee would have received in respect of the ordinary time that would have been worked had the employee not been on Jury Service.

An employee shall notify St Vincent's Private Hospital as soon as possible of the date upon which he/she is required to attend for Jury Service. Further, the employee shall give St Vincent's Private Hospital proof of attendance, the duration of such attendance and the amount received in respect of such Jury Service.

## **PART 5 - OTHER CONDITIONS**

### **27. Leave Reserved**

If during the life of this agreement the salaries and/or conditions in the Health Industry are significantly varied, either party may request that discussions commence in respect of such variation being included in this agreement.

Any discussions commenced under this clause shall not be taken to mean that there will be any automatic flow-on of any variations, immediately or otherwise.

### **28. Grievance Procedure**

Through the provision of a prompt, fair and effective grievance resolution policy and procedure the SV&MHS Hospitals aim is to maintain good working relationships with all employees. Furthermore, the grievance policy aims to assist staff and managers understand the importance of identifying and resolving work based grievances in a timely, impartial, and confidential way. While the grievance procedure provides employees with a formal and/or informal process to initially resolve workplace grievance at the level at which it occurs with graduated steps for resolution at higher levels of authority.

SV&MHS recognise the emotional nature of grievance and will apply the principles of natural justice and procedural fairness in each individual case. However, while grievance resolution may result in an improvement within the work environment, the nature of grievance is such, that, employees may not always be completely satisfied with grievance outcomes.

Definition:

**Workplace Grievance:** A grievance is any type of problem, concern or complaint related to work or the work environment. It may be about any act, omission, situation or decision that is thought to be unfair, discriminatory or unjustified.

## **Key Principles of the Grievance Handling Procedure:**

- **Manager's Responsibility** – Manager's are responsible for identifying, preventing, and resolving potential grievances within the workplace.
- **Award or Agreement Provisions** – The Grievance Procedure is developed in accord with relevant Award and/or Agreement provisions and established procedures.
- **Formal and Informal Grievance Procedures** - All employees of SV&MHS have access to a formal and/or informal grievance procedure to resolve work related grievances.
- **Procedural Fairness** – Procedural fairness refers to a process where decisions are made and parties are given an opportunity to respond to any allegations or decisions made which relate to them.
- **Confidential** - Only people directly involved in making or investigating a complaint will have access to information about the complaint.
- **Impartial** – Both parties will have a chance to tell their side of the story. No assumptions will be made and no action will be taken until all relevant information from all sources has been collected and considered.
- **Free of Repercussions** – No action will be taken against an individual for making a complaint or helping someone make a complaint.
- **Timely** – All complaints will be dealt with in a timely manner and investigations will commence within 14 days of complaint being lodged.
- **Documentation** – Managers and supervisors are responsible for recording the procedure undertaken to resolve a grievance. This information is held in strictest confidence and can be used to evaluate the procedure in the event of an unsatisfactory outcome.
- **Employee Assistance Program (EAP)** – The option of using EAP/staff counselling services is available to employees for personal support and assistance in dealing with concerns associated with grievances. Human Resources can provide the relevant contact details for this service.
- **Code of Conduct** – The St Vincents & Mater Health Code of Conduct may be referred to / consulted during the grievance procedure.

## **Grievance Handling Procedure:**

**Background:** All employees of SV&MHS have access to informal and formal grievance resolution procedures. As a first step, employees are encouraged to attempt to informally resolve a grievance, at the source. However, in the event that an informal approach does not lead to a satisfactory resolution, a formal grievance procedure will be initiated. In the case of formal grievance procedures Human Resources will act as the facilitator of this process. (Refer below procedure)

**Informal Process:** On the identification of a grievance within the workplace, it is desirable that a private "one to one" meeting be held between the two parties in order that the issue can be heard, dealt with, and resolved, as close to the source of the grievance as possible.

At this stage the:

- full nature of the complaint,
- the needs of both parties in order to remedy the situation,
- and the strategy for grievance resolution are agreed.

If the grievance can be resolved at this point it will remain informal; no documentation will need to be recorded and no further actions required. However, if the grievance remains unresolved it proceeds to a formal grievance process.

**Note:** Both parties are able to invite a support person to attend the meeting with them, (a minimum of 24hrs. is required). Likewise, Human Resources can be invited to attend this process at anytime.

**Formal Process 1:** In the event that the grievance cannot be resolved, formal written documentation outlining the nature of the grievance must be compiled and submitted to Human Resources in order that a formal meeting can be scheduled, (a minimum of 24 hrs. notice is required for people in attendance). Once again, at this stage the:

- full nature of the complaint,
- the needs of both parties in order to remedy the situation,
- an agreed strategy to reach a satisfactory solution to dispute are established.

At this meeting, both parties verbally outline the allegations, agree on a common understanding of the events, and establish a course of action. This process is then documented and signed by all parties in attendance. A copy is kept on the personnel file.

**Note:** Once again, at this stage, appropriate support people can attend the meeting and request copies of documentation from Human Resources.

**Formal Process 2:** If the grievance still remains unresolved at this point, a further meeting will be formally organised through Human Resources. Resolution at a higher level of management will be attempted, (with an appropriate manager identified for attendance), at this meeting in order that the allegations can be outlined, a common understanding agreed, and a course of action established. Once again, the meeting is formally documented with the agreed solution signed to by all parties in attendance. A copy is kept on the personnel file.

**Formal Process 3:** If the grievance remains unresolved further graduated steps for resolution at a higher level of authority can be scheduled.

## 29. Uniforms, Safety and Protective Equipment

- (i) 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.

- (ii) 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.
- (iii) When a staff member is employed for less than three (3) shifts per week, a pro-rata allocation will be arranged.
- (iv) 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.
- (v) A staff member who has been issued with cardigan, jumper, jacket or coat as per subclause (i) or (iii) of 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.
- (vi) Staff members shall maintain any uniforms supplied to them in a reasonable and presentable condition.
- (vii) Staff shall comply with Hospital dress standard and policy.
- (viii) 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.
- (ix) 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.
- (x) 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.
- (xi) 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.

### **30. Redeployment of Staff**

- (i) 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.
- (ii) Redeployment referred to in Clause (i) above shall be within the skills and capabilities of the staff member(s) involved.
- (iii) 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.
- (iv) When more than one shift is involved, the Hospital may exercise its rights

temporarily transfer a staff member.

**PART 6 - SIGNATORIES**

This Agreement is made at Sydney on the \_\_\_\_\_ day of August 2009 .

Signed for and on behalf of St Vincents Private Hospital, Darlinghurst  
by the Executive Director \_\_\_\_\_ )

\_\_\_\_\_

in the presence of:

\_\_\_\_\_

Signed for and on behalf of the \_\_\_\_\_ )  
Health Services Union \_\_\_\_\_ )  
by the General Secretary \_\_\_\_\_ )

\_\_\_\_\_

in the presence of:

\_\_\_\_\_

**TABLE 1 – Monetary Rates**

Level	01-Apr-09	01-Sep-09 2.50%	01-Apr-10 2.50%	01-Sep-10 2.50%	01-Apr-11 2.50%	01-Sep-11 2%	01-Apr-12 2%
1	648.38	664.59	681.20	698.23	715.69	730.00	744.60
2	686.19	703.34	720.93	738.95	757.43	772.57	788.03
2S	720.28	738.29	756.74	775.66	795.05	810.96	827.17
3	731.41	749.70	768.44	787.65	807.34	823.49	839.96
3S	767.90	787.10	806.77	826.94	847.62	864.57	881.86
4	774.13	793.48	813.32	833.65	854.49	871.58	889.02
4S	812.80	833.12	853.95	875.30	897.18	915.12	933.43
4SSO	810.84	831.11	851.89	873.19	895.02	912.92	931.17
5	811.57	831.86	852.66	873.97	895.82	913.74	932.01
5S	877.41	899.35	921.83	944.87	968.50	987.87	1,007.62
6	854.18	875.53	897.42	919.86	942.85	961.71	980.95
7.1	879.67	901.66	924.20	947.31	970.99	990.41	1,010.22
7.1S	940.54	964.05	988.15	1,012.86	1,038.18	1,058.94	1,080.12
7.2	904.71	927.33	950.51	974.27	998.63	1,018.60	1,038.98
7.3	989.46	1,014.20	1,039.55	1,065.54	1,092.18	1,114.02	1,136.30
7.4	1,088.22	1,115.43	1,143.31	1,171.89	1,201.19	1,225.22	1,249.72
7.5	1,205.35	1,235.48	1,266.37	1,298.03	1,330.48	1,357.09	1,384.23



**TABLE 2- ALLOWANCES**

	<b>Allowance Name</b>	1-Apr-09	1-Sep-09	1-Apr-10	1-Sep-10	1-Apr-11	1-Sep-11	1-Apr-12
		2.50%	2.50%	2.50%	2.50%	2.50%	2%	2%
<b>(i)</b>	On-call following shift per 24 hour period	\$17.41	\$17.85	\$18.29	\$18.75	\$19.22	\$19.60	\$19.99
<b>(ii)</b>	On-call on rostered day off per 24 hour period	\$34.89	\$35.76	\$36.66	\$37.57	\$38.51	\$39.28	\$40.07
<b>(iii)</b>	Meal during overtime (when meal not supplied):							
	Breakfast	\$8.80						
	Lunch	\$11.40						
	Dinner	\$16.70						

**All other allowances are incorporated in to the rates of pay as stated in Schedule A, Table 1, Monetary Rates.**