



ST JOHN OF GOD HEALTH CARE INC. (VICTORIA)

NURSES

ENTERPRISE AGREEMENT

2020

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## **2. NAME OF THE AGREEMENT**

The Agreement shall be known as the *St John of God Health Care Inc. (Victoria) Nurses Enterprise Agreement 2020*.

## **3. PARTIES TO THE AGREEMENT**

The parties to this Agreement are:

- (a) St John of God Health Care Inc. ('SJGHC') Level 1, 556 Wellington Street, Perth WA 6000 trading as St John of God Ballarat Hospital; St John of God Bendigo Hospital; St John of God Berwick Hospital; St John of God Geelong Hospital; St John of God Frankston Rehabilitation Hospital; St John of God Pinelodge Clinic; St John of God Warrnambool Hospital and Ambulatory and Home Care Services.
- (b) All Nurses and Midwives employed by SJGHC to work in one of the Hospitals and/or the Ambulatory and Home Care Services referred to in (a) in the classifications contained at Schedule 1 (hereinafter referred to as Employees).

## **4. APPLICATION FOR COVERAGE**

- (a) This Agreement is made under section 172 of the *Fair Work Act 2009* ('the Act'). The Employer will take the necessary steps to seek approval of this Agreement under section 186 of the Act.
- (b) The Employer will formally advise the Australian Nursing & Midwifery Federation ('ANMF') and the Health Services Union Victoria No. 1 Branch, trading as the Health Workers Union ('HWU') when the Agreement is made in order for the ANMF and HWU to apply under section 183 of the Act to be covered by the Agreement.
- (c) It is the intention of this Agreement that the ANMF and HWU will be covered by this Agreement.

## **5. DATE AND PERIOD OF OPERATION**

- (a) This Agreement shall commence operation from seven days after receiving approval from the Fair Work Commission and shall remain in force until 30 June 2025 and thereafter in accordance with the Act.
- (b) The parties agree that discussions shall commence for a new Agreement no later than three months prior to the expiry date of the Agreement.

## **6. POSTING OF THE AGREEMENT**

A copy of this Agreement shall be displayed in a conspicuous and convenient place at the workplace so as to be easily read by all Employees.

## **7. RELATIONSHIP TO THE NATIONAL EMPLOYMENT STANDARDS**

Entitlements in accordance with the National Employment Standards ("NES") are provided for under the Act. Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Act are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.

## **8. DEFINITIONS**

For the purposes of this Agreement:

- (a) "the Act" shall mean the *Fair Work Act 2009 (Cth)*, as amended.
- (b) Allowance rate in relation to an Enrolled Nurse means the weekly ordinary full-time wage of an Enrolled Nurse EN 1.1 and calculated by reference to the rates of pay set out in Schedule 5 of this Agreement. For convenience, relevant allowances calculated by applying the allowance rate are set out in Schedule 5 of this Agreement.
- (c) Base rate for the purposes of calculating allowances provided for Registered Nurses in this Agreement, the expression base rate shall mean the ordinary weekly rate of pay for a Registered

Nurses Grade 2 Year 3 classification, calculated by reference to the rates of pay set out in Schedule 5 of this Agreement. For convenience, relevant allowances calculated by applying the Base Rate are set out in Schedule 5 of this Agreement.

- (d) "Employee" or "Nurse" or "Midwife" (however referred) means a Registered Nurse and/or a Registered Midwife and/or an Enrolled Nurse and/or a Nurse Affiliate employed by SJGHC.
- (e) Enrolled Nurse means a person registered in Division 2 Enrolled Nurses of the Register of Nurses of the Nursing and Midwifery Board of Australia established by the Health Practitioner Regulation National Law Act 2009 and includes a person:
  - (i) registered in Division 2 Enrolled Nurses of the Register of Nurses of the Nursing and Midwifery Board of Australia established by the Health Practitioner Regulation National Law Act 2009 with a standard condition "may practise only in the area of mothercraft nursing"; or
  - (ii) with an equivalent qualification and role as described in paragraph (f)(i);
- (f) Experience:
  - (i) Experience means service and experience following registration in a grade or sub-grade at least equal to that in which the Employee is employed (or to be employed). Where an Employee has previously been employed in a higher grade or sub-grade, service and experience in that higher grade or sub-grade will count as service and experience in the lower grade or sub-grade for the purposes of determining an Employee's Experience. An Employee will be provided with a Letter of Appointment as provided for in Schedule 6 of this Agreement and the Letter of Appointment shall confirm the level of experience provided for within this Agreement. Provided that an Employee shall, prior to commencing employment with the Employer or within one (1) month of commencing employment, provide suitable documentary evidence to the Employer of their experience. Where an Employee fails to provide such evidence to the Employer, until such time as the Employee provides such evidence to the Employer, the Employee shall be paid at the level for which documentary evidence was provided. No back payment will be made based on documentary evidence provided after the first month from commencement of employment.
  - (ii) A Year of Experience means Experience gained from working an average of three shifts or more per week in a year. If the Employee averages less than three shifts per week or less than 48 hours per fortnight, the Employee will need to complete an additional year to advance. Where in this Agreement there is a reference to a number of Years of Experience greater than one, then each such Year of Experience must be calculated by reference to the definition of one Year of Experience in order to determine whether an Employee has attained the requisite number of Years of Experience. Where an Employee has not been regularly employed as a Registered Nurse, or has not actively nursed for a period of five years or more, such Employee's prior service and experience shall not be taken into account. Further, where a Registered Nurse has undertaken a Re-entry Course or Supervised Experience, for the first twelve months after completion of a Re-entry Course or Supervised Experience, where such course or experience is required by the Board, nurses shall be paid at the Grade 2 rate appropriate to his/her years of experience prior to undertaking Re-entry Course or Supervised Experience.
- (g) "FWC" means the Fair Work Commission.
- (h) Hospital Certificate does not include an Employee's base qualification.
- (i) Immediate family or household member of an Employee means:
  - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
  - (i) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.
  - (ii) spouse includes a former spouse.

de facto partner of an Employee:

- (iii) means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and
- (iv) includes a former de facto partner of the Employee.

Household Member of an Employee:

- (v) means a person who lives with the Employee.
- (j) "NES" means the National Employment Standards as contained in sections 59 to 131 of the Act.
- (k) Nurse Unit Manager / Associate Nurse Unit Manager - The Employer may title a Registered Nurse as a Nurse Unit Manager ("NUM") or as an Associate Nurse Unit Manager ("ANUM"). The use of the classification title Nurse Unit Manager or Associate Nurse Unit Manager or the relevant acronym by the Employer is, for the purposes of this Agreement, to be interpreted as a reference to Charge Nurse and Associate Charge Nurse respectively.
- (l) Nursing and Midwifery Board of Australia ("NMBA" or "the Board") includes its predecessor bodies.
- (m) Registered Midwife means a person registered in Division 1 on the Register of Midwives of the Nursing and Midwifery Board of Australia established under the Health Practitioners Regulation National Law Act 2009.
- (n) Registered Nurse means a person registered in Division 1 on the Register of Nurses of the Nursing and Midwifery Board of Australia established under the Health Practitioners Regulation National Law Act 2009.
- (o) Service and Continuous Service are defined by section 22 of the Act.
- (p) "SJGHC" or "the Employer" means St John of God Health Care Inc (Head Office: Level 1, 556 Wellington Street, Perth WA 6000, trading as St John of God Ballarat Hospital; St John of God Bendigo Hospital; St John of God Berwick Hospital; St John of God Geelong Hospital; St John of God Frankston Rehabilitation Hospital; St John of God Pinelodge Clinic; St John of God Warrnambool Hospital and Ambulatory and Home Care Services.
- (q) Uniform includes such apparel as may be required by the Employer.
- (r) "Union" means the Australian Nursing & Midwifery Federation (Victoria Branch) ('ANMF') and/or the Health Services Union Victoria No. 1 Branch, trading as the Health Workers Union ('HWU').

## **9. CONSULTATION REGARDING CHANGE**

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

### **Major Change (subclause 9(a)(i))**

- (b) The Employer must notify the relevant Employees of the decision to introduce the major change. The relevant Employees may appoint a representative, which may be a representative from the ANMF or HWU, for the purposes of the procedures in this term. If a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and the Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.
- (c) As soon as practicable after making its decision, the Employer must discuss with the relevant Employees:

- (i) the introduction of the change; and
  - (ii) the effect the change is likely to have on the Employees; and
  - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (d) For the purposes of the discussion — provide, in writing, to the relevant Employees all relevant information about the change including the nature of the change proposed; and information about the expected effects of the change on the Employees; and any other matters likely to affect the Employees.
- (e) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (f) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (g) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in subclauses (b) and (c) are taken not to apply.
- (h) In this term, a major change is likely to have a significant effect on Employees if it results in the termination of the employment of Employees; or major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or the alteration of hours of work; or the need to retrain Employees; or the need to relocate Employees to another workplace; or the restructuring of jobs or having an impact on an Employee's income.
- (i) In this term, relevant Employees means the Employees who may be affected by the major change.
- (j) An Employee who suffers a financial loss in weekly wages caused by redeployment, reduction of classification/grade or relocation will be entitled to be paid salary maintenance for a period of 3 months from the date of redeployment or relocation. Such salary maintenance shall be inclusive of penalty rates and other allowances that the Employee was earning prior to the redeployment, reduction of classification/grade or relocation.

**Change to Regular Roster or Ordinary Hours (subclause 9(a)(ii))**

- (k) For a change referred to in paragraph (9)(a)(ii), the Employer must notify the relevant Employees of the proposed change. The relevant Employees may appoint a representative, which may be a representative from the ANMF or HWU, for the purposes of the procedures in this term. If a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation and the Employee or Employees advise the employer of the identity of the representative, the Employer must recognise the representative.
- (l) As soon as practicable after proposing to introduce the change, the Employer must:
- (i) discuss with the relevant Employees the introduction of the change; and
  - (ii) for the purposes of the discussion--provide to the relevant Employees:
    - (1) all relevant information about the change, including the nature of the change; and
    - (2) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
    - (3) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
  - (iii) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

- (m) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (n) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- (o) In this term, "**relevant employees**" means the Employees who may be affected by a change referred to in subclause (9)(a).

## **10. DISPUTE RESOLUTION PROCEDURE**

- (a) In the event of a dispute in relation to a matter arising under this agreement or the NES, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the Employee or Employees concerned and more senior levels of management as appropriate.
- (b) A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.
- (c) If a dispute in relation to a matter arising under the agreement or the NES is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the FWC for resolution by conciliation and, where the matter in dispute remains unresolved, arbitration.
- (d) It is a term of this agreement that while the dispute resolution procedure is being conducted work shall continue according to the custom and practice before the grievance arose unless an Employee has a reasonable concern about an imminent risk to his or her health or safety.
- (e) If arbitration is necessary the FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- (f) The above steps shall take place within seven days (health and safety matters are exempt from this clause).
- (g) For the avoidance of doubt, Employee grievances are included in the matters to be dealt with in accordance with the dispute resolution procedure of the Agreement.

## **11. DISCIPLINE**

Where the Employer has concerns about the conduct of an Employee, or a performance issue that may constitute misconduct, the following procedure is to apply.

### **Investigative procedure**

- (a) The Employer will advise the Employee of the concerns in question and any allegation in writing and conduct a fair investigation having proper regard to procedural fairness and the factors set out below.
- (b) Important procedural factors at this point in time include:
  - (i) The Employer must take all reasonable steps to give the Employee a reasonable opportunity to answer any concerns or allegations.
  - (ii) The reason for any interview is to be explained.
  - (iii) The Employee is to be provided in writing with any allegations of misconduct and sufficient information about the allegation/s being made so as to make an informed response. They must also be given a reasonable time in which to respond
  - (iv) If the Employee raises an issue in his or her response to the Employers concerns or allegations, that warrants further investigation, the Employer shall take reasonable steps to investigate the matter.



- (v) A reasonable opportunity is to be provided for a support person or representative of the Employee's choice to attend all interviews or meetings conducted by the Employer with the Employee provided that this shall not unduly delay processes.

### **Disciplinary procedure**

- (c) If following the investigation, the Employer reasonably considers that the Employee's conduct may warrant disciplinary steps being taken, the Employer will notify the Employee in writing of the basis of its view and invite the Employee to bring forward any issues they believe should be considered by the Employer in determining an appropriate sanction. The Employer will meet with the Employee (and their support person/representative) if requested by the Employee to discuss the finding and listen to issues for consideration as per above clause.
- (d) In considering whether the Employee should be disciplined the Employer will consider:
  - (i) whether the Employee knew or ought to have known that the conduct was below acceptable standards; and
  - (ii) any explanation by the Employee relating to conduct.

### **Possible outcomes**

- (e) Where it is determined that after following the procedures in this clause that disciplinary action is warranted, the Employer may take any of the following steps depending on the seriousness of the conduct:
  - (i) Issue the Employee, with a counselling/verbal warning to be recorded as such on the Employee's personnel file;
  - (ii) Issue the Employee with a first written warning.
  - (iii) Give the Employee a second written warning in the event that the Employee has previously been given a first warning.
  - (iv) Give the Employee a final written warning in the event that the Employee has previously been given a second written warning.
  - (v) Terminate the Employee on notice in the case of an Employee who repeats a course of conduct for which a final warning was given.
  - (vi) Terminate the Employee without notice where the conduct is serious misconduct (as defined for the purposes of the Act).
- (f) In lieu of terminating employment, in cases that may otherwise entitle the Employer to terminate the Employee's employment, the Employer may issue a first and final written warning without following the steps in (e) above.
- (g) The Employer's decision and a summary of its reasons will be notified to the Employee in writing.

## **12. WAGES**

- (a) Wage rates are as outlined in Schedule 5 attached to this Agreement.
- (b) The wage increases referred to in this Agreement shall be absorbed into any payment made to the Employee beyond the minimum rates contained within this Agreement.
- (c) Any further wage increase shall be at the discretion of the Employer, unless the rate of pay falls below the Modern Award rate, in such circumstances the rate of pay shall default to the minimum rate prescribed in accordance with the relevant Modern Award rate.
- (d) Rates of pay as increased by this Agreement are set out in Schedule 5 of this Agreement.

- (e) The loadings for casual Employees as per Clause 18 – Casual Employment of this Agreement shall be calculated and paid in accordance with Schedule 5 of the Agreement.

### **13. PAYMENT OF WAGES**

- (a) Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period.
- (b) Employees will be paid by cash, cheque or electronic funds transfer, as determined by the Employer, into the bank or financial institution account nominated by the Employee.
- (c) When notice of termination of employment has been given by an Employee or an Employee's services have been terminated by the Employer, payment of all wages and other monies owing to an Employee will be made to the Employee.

#### **Overpayment of Wages**

- (d) Where an Employee is paid for work not subsequently performed or is overpaid in any other manner, the Employer is entitled to make adjustment to the subsequent wages or salaries of the Employee.

#### **One-off Overpayments**

- (e) Subject to subclause (g), (h) and (i), one-off overpayments may be recovered by the Employer in the pay period immediately following the pay period in which the overpayment was made, or in the pay period immediately following the pay period in which it was discovered that overpayment has occurred.

#### **Cumulative Overpayments**

- (f) Subject to subclause (g), (h) and (i), cumulative overpayments may be recovered by the Employer at a rate agreed between the Employer and the Employee, provided that the rate at which the overpayment is recovered per pay period is at least, the rate at which it was overpaid or \$50 per week, whichever is the lesser amount per pay period.

#### **Recovery of Overpayments**

- (g) In exceptional circumstances, other arrangements for the recovery of overpayments may be agreed between the Employer and the Employee.
- (h) The Employer is required to:
  - (i) notify the Employee in writing of their intention to recoup an overpayment at least 72 hours prior to the next pay period in which the Employer seeks to recover an overpayment,
  - (ii) provide the Employee with details to sufficiently establish that an overpayment has occurred; and
  - (iii) to consult with the Employee as to the appropriate recovery rate.
- (i) The recovery agreement will be confirmed in writing.

#### **Underpayment of Wages**

- (j) Where an Employee is underpaid in any manner, the Employer will rectify the error as soon as practicable with consideration to subclauses (k) and (l).
- (k) Notwithstanding subclause (j), an error shall be rectified no later than in the pay immediately following the date on which the Employer discovers, or is advised, that the error occurred.
- (l) Notwithstanding the provisions of subclause (k) an Employee shall be paid any underpayment immediately by way of a special payment where the underpayment of wages has created serious financial hardship.

#### **14. SUPERANNUATION**

- (a) The Employer shall contribute on behalf of the Employee in accordance with the requirements of the Superannuation Guarantee (Administration) Act 1992 (Cth).
- (b) Contributions shall at the option of the Employee be paid into:
  - (i) Health Employees' Superannuation Trust Australia (HESTA) fund;
  - (ii) Health Super fund/ Aware Super;
  - (iii) National Catholic Fund;
  - (iv) Health Industry Plan; or
  - (v) such other complying superannuation fund or scheme as nominated by the Employee.
- (c) Contributions shall be paid into the Employee's nominated fund on a monthly basis.
- (d) Where an election is not made by an Employee, contributions will be paid into HESTA.
- (e) Where an Employee salary packages their wages in accordance with this Agreement, superannuation shall be paid on the pre-packaged wages.
- (f) Paid parental leave in accordance with Clause 27 – Parental Leave, subclause 27(b)(i) will also attract payment of superannuation contributions.

#### **15. SALARY PACKAGING PROCEDURE**

- (a) SJGHC has Public Benevolent Institution ("PBI") status for Fringe Benefits Tax purposes and as a result is able to offer salary packaging to its Employees.
- (b) Where SJGHC or the new Employer, through a transfer of business, do not enjoy PBI status with the Australian Taxation Office (ATO), SJGHC or the Employer as described above will not be obliged to salary package and may at any time cease the salary packaging arrangements with the Employee.
- (c) Salary packaging is the sacrifice or substitution of salary for other benefits, provided that the total cost to SJGHC will be no greater than if all the Employee's entitlements had been taken as PAYG salary. The cost of the benefit (including taxes and administrative expenses) is deducted from the gross salary of an employee to arrive at the cash component. Gross salary does not include SJGHC's contribution to compulsory and/or contributory superannuation.
- (d) By agreement between SJGHC and the Employee, the rate of pay specified by this Agreement may be salary packaged in accordance with the SJGHC Salary Packaging policy as applying from time to time.
- (e) Salary packaging may be entered into on a voluntary basis and is an arrangement for the payment of wages or salary payable under this Agreement whereby the total remuneration is broken into a cash and a non-cash /benefits component.
- (f) Employees are encouraged to seek independent financial advice prior to entering into any form of salary packaging and SJGHC will not be responsible for that advice or any outcome which may result there from.
- (g) Where legislative e.g. Fringe Benefit Tax Act 1988 and/or Income Tax Assessment Act or other changes have the effect of reducing or withdrawing the personal benefits identified/resulting from this Agreement, SJGHC will not be liable to make up the salary benefits lost by an Employee as a consequence of such change and where other changes have the effect of increasing the cost of packaging to SJGHC, then these costs will either be paid by the Employee participating in packaging or the Employee may choose to cease the arrangement.

- (h) The parties agree that in the event that the salary packaging ceases to be an advantage to an Employee, or an Employee decides, for whatever reason, to stop participating in salary packaging, arrangements will be made to reinstate as salary the agreed amount packaged. Any costs associated with the conversion to salary will be borne by the Employee and SJGHC will not be liable to make up any benefit lost as a consequence of an Employee's decision to convert to salary.
- (i) The cost of salary packaging is the reasonable cost incurred by the Employee as levied and varied from time to time.

## **16. FULL-TIME EMPLOYMENT**

- (a) A full time Employee is one who is employed to and who is ready, willing and able to work a full week of 38 hours at the times and during the hours as may be mutually agreed upon or in the absence of such agreement as prescribed by the Employer.
- (b) Such Employee shall be paid the weekly salary appropriate to the Employee's classification, as provided by Schedule 5, irrespective of the number of hours worked not exceeding 38, or an average of 38 hours per week.

## **17. PART-TIME EMPLOYMENT**

- (a) A part-time Employee is one who is employed to and who is ready, willing and able to work on a regular basis any number of hours up to but not exceeding an average 38 hours in any one week. Where the Employee is employed on a part-time basis he or she shall be paid the ordinary appropriate hourly rate prescribed for the classification in which they are employed.
- (b) The ordinary hourly rate shall be calculated by dividing the weekly rate set out in Schedule 5, by 38.
- (c) The provisions of this Agreement in respect to annual leave, personal leave and holidays shall apply on a pro rata basis to part-time Employees.
- (d) Where the Employee is regularly working more than their specified contract hours they may request that their contracted hours are reviewed by their Manager. The Manager will formally respond to the request by the Employee stating the reasons if the request is not agreed to. The Manager will not unreasonably reject the request. The Manager will also take into account that the hours worked in the following circumstances will not be incorporated to any adjustment made:
  - (i) if the increase in hours is as a direct result of an Employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
  - (ii) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a patient(s).
- (e) Any adjusted contracted hours resulting from a review by the Employer should however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

## **18. CASUAL EMPLOYMENT**

- (a) A casual Employee is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by the Employer in accordance with the Employer's requirements without the requirement of prior notice by either party, but does not include an Employee who could properly be classified as a full time or part time Employee under this Agreement.
- (b) A casual Employee shall be paid per hour worked an amount equal to one 1/38th of the weekly salary set out in Schedule 5 appropriate to the class of work performed plus 25% loading. This loading is paid to compensate for the non-accrual of paid leave and other entitlements available to full-time and part-time Employees.
- (c) In addition, a casual Employee shall be entitled to receive the allowances prescribed herein.
- (d) Casual Employees shall be entitled to leave as set out in the NES.

## Casual Conversion

- (e) The Employer will ensure it complies with the provisions contained within the Act (as amended) relating to offering casual conversion once the Employee has been employed for a minimum period of 12 months.
- (f) A casual Employee may request that their employment be converted to full-time or part-time employment in accordance with the provisions contained within the Act (as amended)

## Casual Set Off

- (g) If a casual Employee is determined, or later agreed, that they were not a casual Employee and is entitled to be paid an amount for one or more relevant service related entitlements during the employment period, the Employer will offset the casual loading already paid to the Employee to satisfy in full or in part, the monetary value of the service related entitlements in accordance with the provisions contained within the Act (as amended).

## 19. TERMINATION OF EMPLOYMENT

- (a) Notice of termination by the Employer

- (i) In order to terminate the employment of an Employee the Employer shall give to the Employee the following notice:

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

- (ii) In addition to the notice in (a)(i) hereof, Employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, shall be entitled to an additional week's notice.
    - (iii) Payment in lieu of the notice prescribed in (a)(i) and/or (a)(ii) hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
    - (iv) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the Employee's employment had continued until the end of the required period of notice, the Employer would have become liable to pay to the Employee because of the employment continuing during that period. That total must be calculated on the basis of:
      - (1) the Employee's ordinary hours of work (even if not standard hours); and
      - (2) the amounts ordinarily payable to the Employee in respect of those hours, including (for example) allowances, loading and penalties; and
      - (3) any other amounts payable under the Employee's contract of employment.
    - (v) The period of notice in this clause does not apply:
      - (1) in the case of dismissal for serious misconduct;
      - (2) to Employees engaged for a specific period of time or for a specific task or tasks;
      - (3) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
      - (4) to casual Employees.

(vi) For the purposes of this clause, continuity of service shall be calculated in the manner prescribed in the Long Service Leave clause of this Agreement.

(b) Notice of termination by the Employee

The notice of termination required to be given by an Employee shall be the same as that required of an Employer, save and except that there shall be no additional notice based on the age of the Employee concerned.

(c) Time off work during notice period

Where an Employer has given notice of termination to an Employee, an Employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Employee after consultation with the Employer.

## 20. HOURS OF WORK

(a) Hours for an ordinary week's work

(i) The hours for an ordinary week's work for a full-time Employee shall be 38, or be an average of 38 per week in a fortnight or in a four week period (or by mutual agreement a five week period in the case of an Employee working 10 hour shifts) and shall be rostered either:

(1) in a week of five days in shifts of not more than eight hours each; or

(2) by mutual agreement in a week of four days in shifts of not more than 10 hours each; or

(3) by mutual agreement, provided that the length of any ordinary shift shall not exceed 10 hours, or

(4) in 76 hours per fortnight to be worked as not more than 10 days of not more than eight hours each; or

(5) in 152 hours per four week period to be worked as nineteen shifts each of eight hours.

(b) For the purposes of this clause the working week shall commence at midnight on a Sunday.

(c) Accrued Days Off: Any nurse, who as at September 1, 2004 was employed on a basis whereby she/he is entitled to an accrued day off, shall continue to have the entitlement for the life of this agreement.

(d) Broken Shifts – Ambulatory and Home Care Services only

(i) A broken shift means a shift worked by an Employee that includes one or more breaks (other than a meal break) and where the span of hours is not more than 12 hours.

(ii) Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with clause 24 – Shift Allowances, with shift allowances being determined by the commencing time of the broken shift.

(iii) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.

(iv) An Employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

(e) 12 Hour Shift Roster Arrangement

Notwithstanding the provisions set out in subclauses 20(a) and 20(d), where there is mutual agreement between the Employer and an Employee(s), shift lengths may be worked in accordance with the 12 Hour Roster arrangements set out in Schedule 7 of this Agreement.

## **21. MINIMUM ENGAGEMENT**

- (a) Subject to the other terms of this Agreement, the minimum shift engagement for:
  - (i) Employees in the Hospital environment, is two (2) hours.
  - (ii) Employees in the Ambulatory and Home Care Services:
    - (1) one (1) hour for full-time and part-time Employees; and
    - (2) two (2) hours for casual Employees.

## **22. ROSTER OF HOURS**

- (a) The ordinary hours of duty of full-time and part-time Employees shall be worked according to a roster or rosters which shall be exhibited at some reasonably convenient place accessible to Employees to whom it applies, where it may be seen by such Employees.
- (b) A roster of at least 28 days duration, setting out Employees' daily ordinary working hours, commencing and finishing times and meal intervals shall be posted at least fourteen days before it comes into operation in each work location.
- (c) Except as in emergency situations seven days' notice shall be given of a change of roster.
- (d) The roster or rosters shall be drawn up so as to provide at least eight hours off duty between successive ordinary shifts.
- (e) Where an Employer requires an Employee without seven days' notice and outside the excepted circumstances prescribed in (c), to perform ordinary duty at other times than those previously rostered, the Employee shall be paid in accordance with the hours worked, with the addition of a daily allowance equal to 2.5% of the RN Grade 2 Year 3 weekly rate as set out in Schedule 5.  

Provided that a part-time Employee who agrees to work shift(s) in addition to those already rostered will not be entitled to the above specified allowance for the additional shift(s) worked.
- (f) An Employee, by making a request in writing to the Employer, may have his or her roster fixed by the provisions of (g) of this subclause, in lieu of (a) to (e).
- (g) Rosters shall be fixed by mutual agreement, subject to the other provisions of this part.
- (h) An Employee may repudiate the request referred to in (g) at any time, by giving written notice to the Employer. In such a case the roster for that Employee shall be fixed according to the provisions of (a) to (e), from the commencement of the next full roster period being not less than five clear days after such repudiation is received in writing by the Employer.
- (i) Notwithstanding any other provision of this part, this clause shall not apply to casual Employees and Deputy Directors of Nursing ('DDON').
- (j) Self-Rostering shall be in accordance with Schedule 2 of this Agreement.
- (k) A permanent Employee who attends for a rostered shift and that shift is shortened or cancelled is not obliged to agree to take leave or unpaid leave, except as provided below:
  - (i) may be directed to use time off in lieu (TOIL) in accordance with subclause 26(d)
  - (ii) may be directed to use excess annual leave or Long Service Leave. Refer to Clause 39 - Managing Low Activity within Hospitals.
- (l) The hospital must honour and pay for the contracted hours, or where practicable redeploy the Employee to another ward area using the following criteria:

- (i) Redeployment of an Employee during a shift to other areas will only occur where the Employee is redeployed to an area where it is determined by the Unit Manager the employee is safe to practice.

### **Rostering Guiding Principles**

- (m) The Employer will wherever possible will ensure that rosters for each ward or department meet the following rostering principles:
  - (i) Minimisation of AM shifts immediately after a PM shift has been worked (i.e. a late/early).
  - (ii) Elimination of night shifts being mixed with AM and PM shifts in any one week.
  - (iii) No rostered work within 20 hours when transitioning from day to night or night to day.
  - (iv) Employee to have 24 hours off duty after completion of a double shift without loss of pay.
  - (v) Minimisation of on-call immediately before days off.
  - (vi) Minimisation of on-call work on days off.
- (n) OHS monitoring of Employees:
  - (i) The reduction or elimination of night shift for Employees who request to be removed from night duty will be based on clear medical advice and medical conditions which make night duty a health risk.
  - (ii) Ensuring that Employees with disabilities including temporary illness and injury are reasonably accommodated at work where safe and practicable to do so and based on clear medical advice inclusive of reasonable adjustment to hours to compensate for the illness or injury.

### **23. SATURDAY AND SUNDAY WORK**

- (a) All rostered time of ordinary duty performed between midnight on Friday and midnight on Sunday shall be paid for at the rate of time and a half.
- (b) Provided that the following rate of payment shall be made where the Saturday or Sunday duty involves work in excess of the prescribed rostered hours - double time for the excess period.

### **24. SHIFT WORK**

- (a) In addition to any other rates prescribed elsewhere in this part of this Agreement an Employee working a morning, afternoon or night shift shall be paid in accordance with the following:

- (i) Early and Afternoon Shift

An Employee whose rostered hours of ordinary duty finish after 6.00p.m. and before 8.00a.m. or commence at or after 6.00p.m. and before 6.30a.m. shall be paid an amount equal to 2.5% of the RN Grade 2 Year 1 weekly rate per rostered period of duty as per Schedule 5.

- (ii) Night Shift

Provided that in the case of an Employee working on any rostered hours of ordinary duty, finishing on the day after commencing duty or commencing after midnight and before 5.00a.m. he or she shall be paid an amount as per Schedule 5 per rostered period of duty.

- (b) Provided further that this Clause shall not apply to a DDON or equivalent.

### **25. MEAL AND REST BREAKS**

- (a) Employees who are rostered to work shifts greater than five hours, shall be granted an unpaid meal interval of 30 minutes and up to 60 minutes. The meal interval is to be taken no earlier than two hours and no later than six hours after commencing the day's shift.



- (b) Notwithstanding subclause (a) above, at the request of the Employee, and with the agreement of the Employer, where shifts of 6 hours or less duration are worked, an Employee may, in lieu of provisions elsewhere in the agreement, waive the requirement for an unpaid 30 minute meal interval and instead finish the shift 30 minutes earlier.
- (c) Where an Employee is unable to be relieved for the purposes of a meal break, the additional half hour worked shall be paid at the overtime rate of pay; or shall be, by mutual agreement, taken as time off in lieu (the time in lieu shall be equivalent to the period of meal break worked plus a period of time equivalent to the overtime penalty incurred).
- (d) Employees shall be entitled to one paid ten minute rest interval per four hours worked.

## **26. OVERTIME**

- (a) Where a Full-Time or Part-Time Employee is required to work in excess of their rostered shift, but not less than eight hours, all overtime work performed by the Employee will be paid at the rate of:
  - (i) time and a half for the first two hours; and
  - (ii) double time thereafter.
- (b) Where a casual Employee is required to work in excess of their rostered shift, but not less than eight hours, all overtime work performed by the Employee will be paid (inclusive of the casual loading) at the rate of:
  - (i) 175% (based on 1/38th of the weekly salary set out in Schedule 5) for time worked for the first two hours; and
  - (ii) 225% (based on 1/38th of the weekly salary set out in Schedule 5) thereafter.
- (c) Rest periods - affected by overtime (including Saturdays and Sundays)
  - (i) When overtime work (including recall to duty) is necessary it shall be so arranged that Employees have at least ten consecutive hours off duty between the completion of the overtime or recall and the next rostered shift. This shall not apply for overtime or recall to duty that immediately precedes a rostered shift for a maximum of 1 hour.
  - (ii) An Employee (other than a casual Employee) who works so much overtime between the termination of her/his last previously rostered ordinary hours of duty and the commencement of her/his next succeeding rostered period of duty that she/he would not have had at least ten hours continuously off duty between those times, shall subject to this subclause, be released after completion of such overtime or recall worked until she/he had ten hours continuously off duty without loss of pay for rostered ordinary hours occurring during such an absence.
  - (iii) If on the instruction of the Employer, such an Employee resumes or continues work without having had such ten consecutive hours off duty she/he shall be paid at the rate of double time until she/he is released from duty for such rest period and she/he shall be entitled to be absent until she/he has had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such an absence.
  - (iv) In the event of any Employee finishing any period of overtime or recall at a time when reasonable means of transport are not available for the Employee to return to her/his place of residence the Employer shall provide adequate transport free of cost to the Employee.

### **Time off in Lieu of Overtime**

- (d) An Employee may elect, with the consent of the Employer, to receive time off in lieu of the payment for overtime worked. Time off in lieu accrues at the applicable overtime rate. For example, if an Employee is entitled to two hours of overtime at time and a half, they would accrue three hours of time off in lieu. Such time in lieu shall be taken as mutually agreed between the Employer and the Employee, provided that accrual of such leave shall not extend beyond a 28 day period.

- (e) Where such accrued time has not been taken within the 28 day period, such time shall be, at the discretion of the Employer:
  - (i) paid in accordance with this Clause at the rate of pay which applied on the day the overtime was worked at the applicable overtime rate; or
  - (ii) Directed to be taken as time off in lieu as required.
- (f) Any accrued time in lieu that has not been taken and is owing to the Employee at the time of termination will be paid to the Employee.
- (g) For the purposes of this Clause, in accruing or calculating payment of overtime, each period of overtime shall stand alone.

#### **Restrictions on overtime and Double Shifts**

- (h) An Employee may be asked to work a 'double shift' in emergency circumstances. Where such a period of overtime is worked, at two hourly intervals a break of 5 – 10 minutes duration will be available during the second shift.

#### **Rest Period after Excessive hours**

- (i) Where an Employee has worked 14 or more continuous hours (excluding rest/meal breaks), and that work includes night time hours, the Employee will be released after completion of work until the Employee has had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- (j) Night time hours for the purposes of this clause means ordinary hours or overtime hours worked during those hours that, were they ordinary hours, would attract a night shift allowance.
- (k) If an Employee is required by the Employer to resume or to continue to work without having had 10 consecutive hours off duty, the Employee will be paid at the rate of double time until released from duty for 10 consecutive hours, without loss of pay for rostered ordinary hours occurring during such absence.

### **27. PARENTAL LEAVE**

- (a) Employees are entitled to parental leave in accordance with the provisions of the Act, as amended from time to time.
- (b) Permanent Employees eligible for parental leave in accordance with subclause (a) shall be entitled to the following paid parental leave:
  - (i) An Employee who is the primary carer and qualifies for parental leave and adoption leave and birth/ adoption partner leave under the provisions of the Agreement shall be entitled to ten weeks paid leave or two weeks' paid birth partner/ paternity leave shall be given to any permanent Employee at the time of the birth of the child or earlier as agreed.
  - (ii) Payment shall be made at the commencement of leave and paid at the Employee's ordinary weekly rate of pay. The payment shall be calculated by averaging the Employee's average weekly hours of employment for the twelve months preceding the commencement of the leave.
  - (iii) The amount of paid leave provided in this Agreement shall not be reduced in terms of its monetary value by the Commonwealth Government's scheme of publicly funded paid parental leave (however titled or styled). For the avoidance of doubt the value of the paid parental leave provided under this Agreement will be in addition to the value of the leave provided by the Commonwealth scheme.
  - (iv) A second or subsequent period of paid parental leave, as per subclause (b)(i), shall only be payable where such Employee has:
    - (1) returned to work after their prior period of parental leave; and

- (2) has subsequently undertaken a further period of 6 months continuous service as at the date they propose to proceed on the second or subsequent period of parental leave.
- (c) An Employee shall be entitled to work until her expected date of confinement, provided they provide an additional medical certificate from her treating medical practitioner six weeks immediately prior to the expected date of birth, or earlier if requested by the Employer. The medical certificate must specify that the Employee is fit to work for the final six weeks of confinement or part thereof.
- (d) Annual Leave and Long Service Leave may be taken in conjunction with Maternity Leave provided that the aggregate of all leave does not exceed 18 months.

#### **Right to request**

- (e) An Employee entitled to parental leave pursuant to the provisions of Clause 27 may request in writing that the Employer allow the Employee:
  - (i) to extend the one week of simultaneous unpaid parental leave up to a maximum of eight weeks;
  - (ii) to extend the 52 weeks of unpaid parental leave by a further continuous period of leave not exceeding 12 months;
  - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;to assist the Employee in reconciling work and parental responsibilities.
- (f) The Employer shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect of the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (g) The Employee's request made under (e) and the Employer's decision made under (f) must be recorded in writing.

#### **Request to return to work part-time**

- (h) Where an Employee wishes to make a request under (e)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.

#### **Special maternity leave**

- (i) Where the pregnancy of an Employee not then on maternity leave terminates other than by the birth of a living child, the Employee may take leave for such periods as a registered medical practitioner certifies as necessary, as follows:
  - (i) Where the pregnancy terminates after the completion of 20 weeks, during the certified period/s the Employee is entitled to paid maternity leave not exceeding the amount of paid maternity leave available under subclause (b)(i).

#### **28. SUPPORT FOR BREASTFEEDING**

- (a) Subject to operational requirements, and where practicable to do so, the Employer will provide up to a 30 minute paid break per shift for an Employee to express breast milk for her nursing child for one year after the child's birth.
- (b) The Employer will also provide where practicable to do so a comfortable place, other than a bathroom, which may be used by an Employee to express breast milk or breastfeed a child in privacy.
- (c) The Employer will provide access to refrigeration where practicable to do so for the storage of breast milk. Responsibility for labelling, storage and use is with the Employee.

## **29. ANNUAL LEAVE**

### **Employee's entitlement to leave**

- (a) Employees shall be entitled to 5 weeks annual leave (190 hours annual leave) in respect of any 12 months service with SJGHC.
- (b) An Employee's entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.

### **Public holidays and other periods of leave occurring during annual leave**

- (c) If the period during which an Employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid annual leave on that public holiday.
- (d) Where other periods of leave occurs (other than unpaid parental leave), or a period of absence from employment for community service leave, the Employee is taken not to be on paid annual leave for the period of that other leave or absence.

### **Effect of termination on annual leave**

- (e) If, when the employment of an Employee ends, the Employee has a period of untaken paid annual leave, the Employer must pay the Employee the amount that would have been payable to the Employee had the Employee taken that period of leave and shall include leave loading.

### **Taking of leave**

- (f) Paid annual leave may be taken for a period agreed between an Employee and the Employer.
- (g) The Employee will submit a request for annual leave through MyPay at least six (6) weeks prior to the first day of the proposed leave period/s unless it is not reasonable to do so in the case of special circumstances.
- (h) Within ten (10) week days of the leave request, the Employee will be advised through MyPay that their annual leave request is approved or, if not approved, the reasons for the leave not being approved.
- (i) Where it is likely the leave request will be rejected, the Employer and Employee will consult on alternate leave days within the 10 day period.
- (j) The Employer must not unreasonably refuse to agree to a request by the Employee to take paid annual leave.
- (k) Once annual leave is approved, it must not be unilaterally changed by the Employer. Where extraordinary circumstances arise, such that the Employer wishes the Employee to change the timing of their approved leave, any change may only occur through consultation and agreement.

### **Excess annual leave**

- (l) Where the Employee has accrued annual leave, equivalent to not less than 18 months accrual for that Employee, the Employer may direct the Employee to take some or all of that excess accrued annual leave with at least two weeks' notice provided that:
  - (i) the Employee has first been given a reasonable opportunity to submit a plan to reduce that Employee's total annual leave accrual to not less than six (6) weeks, within six (6) months, subject to (ii) below;
  - (ii) the Employer will not unreasonably refuse to agree to an annual leave reduction plan which includes saving leave for an extended vacation within 12 months of the date of agreement to the leave reduction plan. The agreement is to be in writing and signed by both the Employer and the Employee; and
  - (iii) in directing that the Employee to take leave the Employee cannot be directed to reduce the accrued leave to less than six (6) weeks.

## **Payment for leave**

- (m) Employees shall receive their ordinary pay during all periods of annual leave in accordance with the ordinary pay cycle. Where approved by the Employer, such leave may be paid in advance.
- (n) Ordinary pay means remuneration for the Employees normal weekly number of hours of work calculated at the ordinary time rate of pay, and includes higher duties payments if the Employer has deferred the Employee's right to taking annual leave when working on higher duties.
- (o) In addition to the ordinary pay as prescribed in (n) all Employees, except casual Employees, shall receive either:
  - (i) a loading of 17.5% calculated on the prescribed rate of salary:  
  
provided that such loading shall be paid at ordinary time rate of pay on a maximum of 152 hours/ 4 weeks annual leave in respect of any year of employment; or
  - (ii) In respect of each week of leave granted an amount comprising the following:
    - (1) All payments for ordinary hours of work;
    - (2) Shift work premiums according to roster or projected roster;
    - (3) Saturday, Sunday premiums according to roster or projected roster;
    - (4) in-charge allowances;
    - (5) Allowances prescribed in the uniform and laundry allowance clause of this Agreement if applicable;
    - (6) Qualification Allowances will be paid on annual leave (up to two weeks),

Whichever is the higher of either subclause (o) (i) or (ii) above.

## **Pay in lieu of an amount of annual leave**

- (p) Upon receipt of a written request by an Employee, the Employer may authorise the Employee to receive pay in lieu of an amount of annual leave.
- (q) Accrued annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than 5 weeks; and
- (r) Where an Employee forgoes an entitlement to take an amount of annual leave, the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.
- (s) Where an Employee forgoes an entitlement to take an amount of annual leave, the Employer will give the Employee the amount of pay that the Employee is entitled to receive in lieu of the amount of annual leave, plus leave loading that would otherwise have been payable within two weeks of the request being made.
- (t) Superannuation guarantee contributions will be paid in relation to the amount of annual leave for which payment is received in lieu.

## **Weekend work**

- (u) For the purposes of the additional weeks' annual leave provided by the NES for shiftworkers, the following shall apply:
  - (i) A full time Employee who would in accordance this Agreement ordinarily be entitled to five (5) weeks annual leave shall be entitled to an additional week of annual leave provided that the Nurse is required to regularly work or be on call for weekend shifts. For the purpose of this

clause, regularly shall be defined as working or being on call for ten (10) weekends or part thereof per calendar year.

- (i) Leave without pay to a maximum of 5 single days per year may be taken to assist with periods of low occupancy. Such leave shall be by mutual agreement. In the event of any dispute arising out of this clause, it shall be dealt with in accordance with the Clause 10 - Dispute Resolution Procedure.

### **30. PUBLIC HOLIDAYS**

- (a) An Employee shall be entitled to paid time off (or penalty payments for time worked) in respect of public holidays in accordance with this clause.
- (b) Subject to (c), the public holidays to which this clause applies are the days determined under Victorian law as public holidays in respect of the following occasions:
  - (i) New Year's Day, Australia Day, Christmas Day and Boxing Day; and
  - (ii) Good Friday, the Saturday immediately before Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday and Labour Day; and
  - (iii) Melbourne Cup Day, or in lieu of Melbourne Cup Day, some other day as determined under Victorian law for a particular locality; and
  - (iv) any additional public holiday declared or prescribed in Victoria or a locality in respect of occasions other than those set out in (b)(i).
- (c) If a day or days are not determined in respect of any of the occasions (b)(i), (ii) or (iii) under Victorian law in any year, the public holiday for that occasion will be the day or date upon which the public holiday was observed in the previous year.

#### **Applicability of penalty payments for some public holidays falling on a weekend**

- (d) When Christmas Day, Australia Day, Boxing Day, or New Year's Day (Actual Day) is a Saturday or a Sunday, and a substitute or additional holiday is determined under Victorian law on another day in respect of any of those occasions (Other Day):
  - (i) Weekend Workers and casual Employees shall receive penalty payments pursuant to subclause (f) for time worked on the Actual Day or on the Other Day if the Employee does not work ordinary hours on the Actual Day; and
  - (ii) All other Employees will receive penalty payments pursuant to subclause (f) for time worked on the Other Day.

#### **Substitution of one public holiday for another**

- (e) The Employer, with the agreement of the Union may substitute another day for any prescribed in this clause other than Christmas Day, Boxing Day, New Year's Day and Australia Day:
  - (i) The Employer and its Employees may agree to substitute another day for any prescribed in this clause (other than Christmas Day, Boxing Day, New Year's Day and Australia Day). For this purpose, the consent of the majority of affected Employees shall constitute agreement.
  - (ii) An agreement pursuant to paragraph (i) shall be recorded in writing and be available to every affected Employee.
  - (iii) The Unions shall be informed of an agreement pursuant to paragraph (i) and may within seven days refuse to accept it. The Unions will not unreasonably refuse to accept the agreement.
  - (iv) If a Union refuses to accept an agreement, the parties will seek to resolve their differences to the satisfaction of the Employer, the Employees and the Union.

### **Penalty Payments in respect of public holidays**

- (f) An Employee, other than a casual, who performs work (including overtime work) on a public holiday (or where Christmas Day, Boxing Day, New Year's Day or Australia Day fall on a weekend, the day to which penalty rates apply pursuant to subclause (d)) shall be entitled to be paid:
  - (i) 200% (based on 1/38th of the weekly salary set out in Schedule 5) for the time worked on a public holiday Monday to Friday; or
  - (ii) 250% (based on 1/38th of the weekly salary set out in Schedule 5) for the time worked on a public holiday on a Saturday or Sunday (which is inclusive of the rates in Clause 23 – Saturday and Sunday Work).
- (g) A casual Employee who performs work (including overtime work) on a public holiday (or where Christmas Day, Boxing Day, New Year's Day or Australia Day fall on a weekend, the day to which penalty rates apply pursuant to clause (d)) shall be entitled to be paid inclusive of the casual loading:
  - (i) 250% (based on 1/38th of the weekly salary set out in Schedule 5) for time worked on a public holiday Monday to Friday; or
  - (ii) 312.5% (based on 1/38th of the weekly salary set out in Schedule 5) for time worked on a public holiday on a Saturday or Sunday (which is inclusive of the rates in Clause 23 – Saturday and Sunday Work).

### **Public holidays occurring on rostered days off**

- (h) Subject to (i) and (j), a full-time Employee shall receive a sum equal to a day's ordinary pay for public holidays that occur on their rostered day off.
- (i) Except for an entitlement arising from subclause 30(l) where a public holiday occurs on a day that an Employee does not ordinarily work there is no entitlement to holiday pay for the said day.
- (j) Subject to subclause (k) if a public holiday falls on Saturday or Sunday then subclause (h) will only apply to Weekend Workers.
- (k) Where on each occasion that Christmas Day, Boxing Day, New Year's Day or Australia Day falls on a weekend, and under Victorian law an additional day or substitute day (Other Day) applies as a public holiday in respect of that occasion, and:
  - (i) the Employee is rostered off for both the actual day and the Other Day, then only one day's payment will be made under subclause (h) ; or
  - (ii) the Employee works only on one of either the actual day or the Other Day, and receives penalty rates for the day worked, the Employee will not receive a payment under subclause (h) in respect of the day not worked.

### **Part-time Employees**

- (l) In determining whether a part time Employee who works a rotating roster is entitled to receive the benefits of a public holiday not worked it is agreed that the roster patterns of the preceding 26 weeks be reviewed. If this review shows that an Employee has worked 50% or more on the particular day of the week on which a particular public holiday falls, the Employee shall be entitled to receive payment for that day.
- (m) Where an Employee has been employed by the Employer for less than 26 weeks, in determining whether a part time Employee who works a rotating roster is entitled to receive the benefits of a public holiday not worked, it is agreed that the roster patterns since their date of commencement be reviewed. If this review shows that an Employee has worked 50% or more on the particular day of the week on which a particular public holiday falls, the Employee shall be entitled to receive payment for that day.
- (n) The rate of pay for the day to be paid, as outlined in subclause (l) and (m) above, shall be calculated on the average ordinary hours worked on the qualifying shifts over the preceding 26 week period or

period since commencement as appropriate. i.e A public holiday falls on a Friday. A review of the preceding 26 week period demonstrates that the Employee has worked ordinary hours on 13 of the Fridays on those preceding 26 weeks. Therefore the 50% or more requirement over the preceding 26 weeks has been met. The total number of ordinary hours worked on the identified 13 Friday shifts was 104 hours. Therefore the average hours to be paid equates to 8 hours (i.e. 104 divided by 13 = 8).

### **Weekend Worker**

- (o) For the purpose of this clause only, a Weekend Worker is an Employee who works ordinary hours on a Saturday or Sunday.

### **31. PERSONAL/CARERS LEAVE**

The provisions of this clause apply to full-time and part-time Employees (on a pro rata basis) but do not apply to casual Employees.

#### **Definitions**

- (a) The term immediate family and household member shall be as defined in Clause 8 - Definitions of this Agreement.
- (b) The term allowable period of absence means five weeks in addition to the total period of paid annual, long service or personal leave which the employee actually receives on termination or for which she/he is paid in lieu.

#### **Access to paid personal leave**

- (c) Paid personal leave is available to an employee, when they are absent:
  - (i) due to personal illness or injury; or
  - (ii) for the purposes of caring or supporting an immediate family or household member who requires the Employee's care or support because of a personal illness, or injury, of the member, or who requires care or support due to an unexpected emergency.

#### **Amount of paid personal leave**

- (d) A full-time Employee is entitled to the following amount of paid personal leave and such leave shall accrue in accordance with subclause (e) of this Clause:
  - (i) 12 days in the first year of service (7 hours and 36 minutes for each month of service in the first year of service);
  - (ii) 14 days (106 hours and 24 minutes in each year) in the second, third and fourth years of service;
  - (iii) 21 days (159 hours and 36 minutes in each year) in the fifth and following years of service.
  - (iv) In respect of part-time Employees, the entitlement shall be on a pro rata basis of time worked.

#### **Accrual of Personal Leave**

- (e) Personal leave as prescribed in subclause (d) above shall accrue progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.

#### **Personal leave to care for an immediate family or household member**

- (f) Employees shall be entitled to use, in accordance with this subclause, any paid personal leave entitlement where required to provide care or support to a member of their immediate family, or a member of their household, who requires care or support because of a personal illness, or personal injury affecting the member; or an unexpected emergency affecting the member. Employees (including casuals) are also entitled to a period of up to two days unpaid carer's leave for each occasion. An Employee cannot take unpaid carer's leave during a particular period if the Employee could instead take paid personal/carer's leave.



- (g) The entitlement to use personal leave is subject to the Employee being responsible for the care of the person concerned.
- (h) The Employee must, if required by the Employer, establish by production of a medical certificate or statutory declaration, confirming that the illness is such as to require care by another. Provided further that an Employee with respect to absences on three occasions in any one year, may provide a statutory declaration in accordance with subclause 31(k)(ii).
- (i) In normal circumstances an Employee must not take carer's leave under this clause where another person has taken leave to care for the same person.
- (j) The Employee must, where practicable, give the employer:
  - (i) notice prior to the absence of the intention to take leave,
  - (ii) the name of the person requiring care and their relationship to the Employee,
  - (iii) the reasons for taking such leave, and
  - (iv) the estimated length of absence.

If it is not practicable for the Employee to give prior notice of absence, the Employee must notify the employer by telephone of such absence at the first opportunity on the day of absence.

#### **Evidence supporting claim**

- (k) In the event of an Employee or immediate family member becoming sick and certified as such by:
  - (i) a registered health practitioner; or
  - (ii) on the production of a Statutory Declaration signed by the Employee (with respect to absences on three occasions in any one year, such occasions limited to single day absences).

he or she shall be entitled to personal leave on full pay. Provided that any Employee may be absent through sickness for one day without furnishing evidence of such sickness, on not more than three occasions in any one year of service. Provided further that an Employee shall notify the Employer two hours before the time rostered to commence duty on the day of such absence.
- (l) Employees are required to take all reasonable steps to advise their Employer of their absence from duty as near as practicable to two hours before the time they are rostered to commence duty on the day of such absence. In the case of Employees rostered for duty prior to 11.00 a.m. on the day of such absence, the requisite notification shall be one and a half hours before the time rostered to commence duty on the day of such absence.
- (m) Provided that, where it is not reasonably practicable to inform the Employer within the times specified in the preceding subclause, Employees shall inform their Employer as soon as practicable thereafter or, as near as practicable to, but no later than one hour after their normal commencement time or in the case of shifts commencing prior to 7.00 a.m., one hour before the commencement of the shift.
- (n) Provided that in respect of any period of absence which is less than an Employee's "allowable period of absence" (as defined) between an engagement with one Employer and another re-engagement with the same Employer, continuity of service shall be deemed to be unbroken.
- (o) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the Employee must, if required by the Employer, establish by production of documentation acceptable to the Employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee. The required document must be given to the Employer as soon as reasonably practicable (which may be at a time before or after the Personal Leave has started). And can include electronic copies of medical certificates or stat decs provided that originals are provided within seven (7) days.

### **Termination of Employment while on Personal Leave**

- (p) The Employer shall not terminate the services of an Employee during the currency of any period of personal leave, with the object of avoiding obligations under this subclause.

### **Carers' leave for pre-natal or parenting classes**

- (q) If an Employee is required to attend pre-natal appointments or parenting classes and such appointments or classes are only available or can only be attended during the ordinary rostered shift of an Employee, then on production of satisfactory attendance at such appointment or class, the Employee may access his or her carers' leave credit under this Agreement. The Employee must give the Employer prior notice of the Employer's intention to take such leave.

## **32. COMPASSIONATE LEAVE**

- (a) An Employee is entitled to 2 days of compassionate leave for each occasion (a permissible occasion) when a member of the Employee's immediate family, or a member of the Employee's household:
  - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
  - (ii) sustains a personal injury that poses a serious threat to his or her life; or
  - (iii) dies.
- (b) An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:
  - (i) to spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in subclause (a); or
  - (ii) after the death of the member of the Employee's immediate family or household referred to in subclause (a).
- (c) An Employee may take compassionate leave for a particular permissible occasion as a single continuous 2 day period; or 2 separate periods of 1 day each; or any separate periods to which the Employee and the Employer agree.
- (d) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- (e) If, in accordance with this Clause, an Employee, other than a casual Employee, takes a period of compassionate leave, the Employer must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period. For casual Employees, compassionate leave is unpaid leave.
- (f) The Employee, if required by the Employer, shall supply relevant evidence of the requirement for such leave. Such evidence may include a requirement to supply a medical certificate.

## **33. LONG SERVICE LEAVE**

- (a) The provisions of this clause apply to full-time and part-time Employees (part-time on a pro rata basis), and casual Enrolled Nurses. Casual Registered Nurses and casual Registered Midwives are not entitled to the provisions of this clause. Casual Registered Nurses and casual Registered Midwives are entitled to the provisions of the Long Service Leave Act 2018 (Vic), as replaced and amended from time-to-time.

### **Entitlement**

- (b) Long service leave (LSL) will accrue progressively at the rate of 1.733 weeks for each year of completed continuous service with the Employer.
- (c) An Employee may access their LSL entitlement as follows:

- (i) On completion of 10 years continuous service – 17.33 weeks LSL, and thereafter an additional 1.733 weeks' LSL on completion of each additional year of service.
  - (ii) From 01 July 2021, on the completion by the Employee of 9 years' continuous service – 15.597 weeks LSL, and thereafter an additional 1.733 weeks' LSL on the completion of each additional year of continuous service.
  - (iii) From 01 July 2022, on the completion by the Employee of 8 years' continuous service – 13.864 weeks LSL, and thereafter an additional 1.733 weeks' LSL on the completion of each additional year of continuous service.
  - (iv) From 01 July 2023, on the completion by the Employee of 7 years' continuous service – 12.131 weeks LSL, and thereafter an additional 1.733 weeks' LSL on the completion of each additional year of continuous service.
- (d) An Employee shall be entitled to access their LSL as:
- (i) paid leave in accordance with this clause;
  - (ii) a lump sum payment on termination of employment;
  - (iii) a lump sum payment to their estate/administrator in the event of their death.
- (e) When taken as paid leave, LSL shall be paid to the Employee:
- (i) in full in advance when the Employee commences his or her leave; or
  - (ii) at the same time as payment would have been made if the Employee had remained on duty; or
  - (iii) in any other way agreed between the Employer and the Employee eg: at double the quantum of leave at half pay or half the quantum of leave at double pay (as the case may be) provided that such arrangement will not result in an additional cost to the Employee. The Employer will provide, upon request, the projected figures for both of the above arrangements. However, Employees will be encouraged to seek independent financial advice.

#### **Rate at Which Long Service Leave Will be Taken**

- (f) Employees with less than 15 years' continuous service at the date on which this agreement is endorsed by a positive ballot shall take:
- (i) Before the completion of 15 years' continuous service – the Employee must take at least 13 weeks' LSL.
  - (ii) Before the completion of each subsequent 5 years of continuous service (i.e. at 15, 20 and 25 years etc.) – the Employee must take at least a further 7 weeks of LSL in each 5 year period.
- (g) Employees with 15 years or more service as at the date on which this agreement is approved by a positive ballot shall take at least 50% of their maximum potential accrual at the completion of the next 5 year period. For example, an Employee who:
- (i) has 15 years of service has a maximum potential LSL accrual of 34.66 weeks at their next 5 year interval (i.e.: 20 years), must take at least 17.33 weeks before reaching 20 years continuous service;
  - (ii) has 21 years of service has a maximum potential LSL accrual of 43.33 weeks at their next 5 year interval (ie: 25 years), must take at least 21.66 weeks before reaching 25 years continuous service;
  - (iii) has 27 years of service has a maximum potential LSL accrual of 52 weeks at their next 5 year interval (ie: 30 years), must take at least 26 weeks before reaching 30 years continuous service;

- (iv) and thereafter, before the completion of each subsequent 5 years of continuous service (eg. at, 25, 30, 35 years etc.) at least a further 7 weeks of LSL in each 5 year period.

Provided that an Employee who, at the date on which this agreement is approved by a positive ballot, is within 18 months of the relevant five year anniversary (eg: 20, 25, 30 years etc.) will be given up to two years to reduce their accrual to the maximum carry-over amount.

### **Planning for and Approval of Long Service Leave**

- (h) Each Employee shall develop a leave plan with the Employer within four months of completion of 7 years continuous service, and at each five yearly interval thereafter. This is also a requirement for those Employees covered under the transitional arrangements at subclause (g) above. The leave plan will be in writing between the Employee and Employer, and may be reviewed/revised by mutual agreement.
- (i) The timing and duration of long service leave will be subject to approval by the Employer provided that:
  - (i) Employees must be provided with reasonable opportunity to use their accrued LSL within the timeframes at subclauses (f) and (g);
  - (ii) Employee preferences for taking LSL will not be unreasonably refused, including banking leave (e.g. for an extended leave period, overseas holiday, transition to retirement etc);
  - (iii) Any long service leave shall be inclusive of any public holiday or accrued day off occurring during the period when LSL is taken;
  - (iv) The Employer shall ensure that absences due to LSL do not lead to unsafe work practices.

### **Direction to Take Long Service Leave**

- (j) Where the Employee and the Employer fail to reach agreement on a leave plan, or the Employee fails to provide a leave plan then the Employer may direct that the Employee takes long service leave.
- (k) A Employee may not be directed to take more LSL than required by subclauses (f) and (g) above.

### **Definitions**

- (l) For the purposes of this Clause the following definitions apply:
  - (i) "Service" and "Continuous service" shall be in accordance with section 22 of the Act.
  - (ii) "Pay" means remuneration for an Employee's Normal Weekly Hours of work calculated at the Employee's ordinary time rate of pay provided in Schedule 5 hereof at the time the leave is taken or (if the Employee dies before the completion of leave so taken) as at the time of his or her death; and shall include the amount of any increase to the Employee's ordinary time rate of pay which occurred during the period of leave as from the date such increase operates.
  - (iii) "Normal Weekly Hours" means the average weekly hours worked over the duration of the Employee's continuous service. For example, if an Employee worked 38 hours per week (i.e Full-time) for the first five years of their period of continuous employment, and then changed to part-time and worked 30 hours per week for the next five years, at the anniversary of ten years' service, their entitlement to LSL would be 34 hours per week for the 17.33 weeks of LSL (i.e 38 hours + 30 hours, divided by 2 = 34 hours per week). This 'averaging' principle would also apply had the Employee been part-time and then full-time.
  - (iv) "Transfer of employment" shall be in accordance with the provisions of the Act.

## **34. CULTURAL AND CEREMONIAL LEAVE**

An Employee who is legitimately required by Aboriginal and Torres Strait Islander tradition to be absent from work for ceremonial purposes will be entitled to up to ten working days' unpaid leave in any one year, with the approval of the Employer.

### **35. DOMESTIC AND FAMILY VIOLENCE LEAVE**

- (a) This clause applies to all Employees, including casuals.
- (b) Definitions:
  - (i) In this clause:
    - (1) family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.
    - (2) family member means:
      - (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
      - (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
      - (c) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
    - (3) A reference to a spouse or de facto partner in the definition of family member in subclause (b)(i)(2) includes a former spouse or de facto partner.

#### **Entitlement to unpaid leave**

- (c) An Employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:
  - (i) the leave is available in full at the start of each 12 month period of the Employee's employment; and
  - (ii) the leave does not accumulate from year to year; and
  - (iii) is available in full to part-time and casual Employees.
- (d) A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Employer.
- (e) The Employer and Employee may agree that the Employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

#### **Entitlement to paid leave**

- (f) The Employer will also provide up to 10 days of paid leave per year for full-time and part-time Employees (pro-rata). This leave is non-cumulative.

#### **Taking leave**

- (g) An Employee may take leave to deal with family and domestic violence if the Employee:
  - (i) is experiencing family and domestic violence; and
  - (ii) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.
- (h) The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

### **Service and continuity**

- (i) The time an Employee is on leave to deal with family and domestic violence does not count as service but does not break the Employee's continuity of service.

### **Notice and evidence requirements**

- (j) An Employee must give their Employer notice of the taking of leave by the Employee under this clause. The notice:
  - (i) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
  - (ii) must advise the Employer of the period, or expected period, of the leave.
- (k) An Employee who has given their Employer notice of the taking of leave under this clause must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in subclauses 35(g) and (h).
- (l) Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

### **Confidentiality**

- (m) The Employer must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under subclause 35(k) is treated confidentially, as far as it is reasonably practicable to do so.
- (n) Nothing in this clause prevents the Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.
- (o) Information concerning an Employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. The Employer should consult with such Employees regarding the handling of this information.

### **Compliance**

- (p) An Employee is not entitled to take leave under this clause unless the Employee complies with this clause.
- (q) In addition to the above, where an Employee find themselves in a situation of family and/or domestic violence, they may access personal and other forms of leave, paid and unpaid, as necessary to help cope during this situation. Employees will also be provided with free independent counselling assistance to support them during such a time, and the opportunity to apply for the SJGHC Employees Facing Hardship Policy.

## **36. PAID EMERGENCY SERVICES LEAVE**

- (a) An Employee may undertake a voluntary emergency management activity, ie:
  - (i) the activity involves dealing with an emergency or natural disaster; and
  - (ii) the Employee carries out the activity on a voluntary basis; and
  - (iii) the Employee is a member of, or has a member-like association with, a recognised emergency management body and either:
    - (1) the Employee was requested by or on behalf of the body to carry out the activity; or
    - (2) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

- (b) Where an Employee is engaged in a voluntary emergency management activity in accordance with subclause (a) the employer provides for paid time off work subject to the following additional requirements being met:
  - (i) the Employee notifies his/her Manager as early as possible prior to the absence of the reason for the absence and the likely length of the absence;
  - (ii) the absence from work is reasonable having regard to all the circumstances;
  - (iii) sufficient proof of attendance is provided to the Employee on the request of the Employer;
  - (iv) the attendance at the emergency coincided with the Employee's usual hours of work or the Employee was rostered to attend work for the period which coincided with the emergency, and the Employee would have worked other than for being in attendance at the emergency;
  - (v) the period of paid leave does not exceed 5 days unless approved in writing by the relevant group CEO or Group Director.
- (c) Paid time off for such absences shall be at the ordinary time rates and for ordinary time of duty only. For the purposes of leave accruals such absences will be treated as time worked.
- (d) An Employee called upon to participate in Emergency Service as defined in this Clause while on approved annual leave shall have their annual leave re-credited subject to meeting the relevant requirements above.
- (e) The provision of paid time to attend training or other related activities related to membership of an emergency organisation is not applicable.

### **37. BLOOD DONOR'S LEAVE**

The Employer will release full-time Employees upon request on a maximum of two occasions per year to donate blood in paid time at a nominated time where a mobile collection unit or donor collection centre is located nearby.

### **38. REPRESENTATIVE LEAVE**

- (a) Leave to attend trade union and union delegate courses/seminars shall be as follows:
  - (i) To a maximum of 4 days per year (1 January to 31 December) for the totality of all applications of paid trade union, union delegate training leave, attendance at union conferences, meetings and courses provided that:
    - (1) the scope, content and level of the courses are directed to the enhancement of the operation of the settlement of dispute/dispute settlement procedure/s;
    - (2) that two weeks period of notice is provided to the Employer;
    - (3) the approval of leave must have regard to the operational requirements of the employer;
    - (4) this leave shall be paid at the ordinary time rate of pay.
- (b) Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.
- (c) Workplace Union Representatives and Designated OH&S Representatives
  - (i) Access to Employees – General

With appropriate notice and compliance with Hospital requirements and in accordance with the Act the union will have access to Employees for matters arising around the application of Agreement.

(d) Noticeboard

A noticeboard will be readily accessible in each ward/unit/work area or nearest staff room where persons eligible to be members of the Union are employed and where notices can be displayed.

**39. MANAGING LOW ACTIVITY WITHIN HOSPITALS**

(a) The Employer may from time to time need to reduce staffing levels (including at short notice) in response to a downturn in activity.

(b) Measures to be implemented at ward level may include but not be limited to:

- (i) direction to use time off in lieu and/or accrued time off;
- (ii) offer of alternative shifts at different times within the same department/facility;
- (iii) assignment of alternative duties in other departments that are within the Employee's scope of practice and competence;
- (iv) completion of mandatory competencies, or other e-learning;
- (v) completion of other activities eg: quality audits.

(c) The Employer will offer Employees the option of accessing other paid leave (eg: annual leave, long service leave) or leave without pay as an alternative to the measures noted above.

(d) Leave without pay to a maximum of 5 single days per year may be taken to assist with periods of low occupancy. Such leave shall be by mutual agreement. In the event of any dispute arising out of this clause, it shall be dealt with in accordance with the disputes resolution procedure.

(e) The Employer continues to have an obligation to ensure that each Employee's contracted hours of employment are met. However, where an Employee refuses an offer of suitable redeployment as per subclause (b) they will not be eligible to pay for the hours not worked.

**40. TRANSITION TO RETIREMENT**

(a) An Employee may advise the Employer in writing of their intention to retire within the next five years and participate in a retirement transition arrangement.

(b) Transition to retirement arrangements may be proposed and, where agreed, implemented as:

- (i) A flexible working arrangement, or
- (ii) In writing between the parties, or
- (iii) Any combination of the above.

(c) A transition to retirement arrangement may include but is not limited to:

- (i) A reduction in their EFT;
- (ii) A Job share arrangement;
- (iii) Working in a position at a lower classification or rate of pay

(d) The Employer will consider, and not unreasonably refuse, a request by an Employee who wishes to transition to retirement:

- (i) To use accrued Long Service Leave (LSL) or Annual Leave for the purpose of reducing the number of days worked per week while retaining their previous employment status; or
- (ii) Be appointed to a role which that has a lower hourly rate of pay or hours (post transition role).



## 41. ACCIDENT PAY

Any reference to the Accident Compensation Act 1985 in this clause shall be deemed to include a reference to the Workers Compensation Act 1958.

### (a) Definitions

The words hereunder shall bear the respective definitions set out herein.

#### (i) Total incapacity

In the case of an Employee who is or deemed to be totally incapacitated within the meaning of the Accident Compensation Act 1985 (hereinafter referred to as the AC Act) and arising from an injury covered by this Clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under the AC Act for the week in question and the total 38 hour weekly rate and weekly over Agreement payment for a day Employee which would have been payable under this part for the Employee's normal classification of work for the week in question if she/he had been performing her/his normal duties provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

#### (ii) Partial incapacity

In the case of an Employee who is or deemed to be partially incapacitated within the meaning of the AC Act and arising from an injury covered by this Clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under of the AC Act for the period in question together with the average weekly amount the Employee is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the Accident Compensation Conciliation Service (as it is currently known) or as agreed between the parties) and the total 38 hour weekly rate and weekly over-agreement payment for a day Employee which would have been payable under this part for the Employee's normal classification of work for the week in question if he had been performing his normal duties provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

- (1) The total 38 hour weekly agreement rate and weekly over-agreement payment abovementioned shall be the same as that applying for a total incapacity provided that where an Employee receives a weekly payment under this section and subsequently such payment is reduced pursuant to the AC Act such reduction will not increase the liability of the employer to increase the amount of accident pay in respect of that injury.
- (2) For the purposes of the calculation of the total 38 hour weekly agreement rate and weekly over-agreement payment in (a)(i) and (a)(ii) payments made to an Employee arising from a production incentive earnings scheme (whether arising from a payment by results, task or bonus scheme or however titled) shall not be taken into account.

#### (iii) Payment for part of a week

Where an Employee receives accident pay and such pay is payable for incapacity for part of the week the amount shall be direct pro rata.

- (iv) Injury shall be given the same meaning and application as applying under the AC Act, as amended from time to time and no injury shall result in the application of accident pay unless an entitlement exists under the AC Act.

### (b) Qualification for payment

Always subject to the terms of this clause, an Employee covered by this part shall upon receiving payment of compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the AC Act be paid accident pay by her/his Employer who is liable to pay compensation under the AC Act, which said liability by the Employer for accident pay may be discharged by another person on his behalf, provided that:

- (i) Accident pay shall only be payable to an Employee whilst such Employee remains in the employment of the Employer by whom she/he was employed at the time of the incapacity and then only for such period as she/he receives a weekly payment under the AC Act. Provided that if an Employee on partial incapacity cannot obtain suitable employment from hers/his Employer but such alternative employment is available with another Employer than the relevant amount of accident pay shall be payable.
  - (1) Provided further that in the case of the termination of employment by an Employer of an Employee who is incapacitated and who except for such termination would be entitled to accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where the termination is due to serious and/or wilful misconduct on the part of the Employee.
  - (2) In order to qualify for the continuance of accident pay on termination an Employee shall if required provide evidence to his/her employer of the continuing payment of weekly Employees compensation payments.
- (c) Accident pay shall not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then subject to (d) and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first two weeks.
  - (i) Provided that as to industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration as provided in the AC Act such injuries or diseases shall not be subject to accident pay unless the Employee has been employed with the Employer at the time of the incapacity for a minimum period of one month.
- (d) Accident pay shall not apply in respect of any injury during the first five normal working days of incapacity.
  - (i) Provided however that in the case of an Employee who contracts an infectious disease in the course of duty and is entitled to receive workers compensation therefore shall receive accident pay from the first day of the incapacity.
- (e) Maximum period of payment
 

The maximum period or aggregate of periods of accident pay to be made by an Employer shall be a total of 39 weeks for any one injury as defined in (a).
- (f) Absences on other paid leave
 

An Employee shall not be entitled to payment of accident pay in respect of any period of other paid leave of absence.
- (g) Notice of injury
 

An Employee upon receiving an injury for which she/he claims to be entitled to receive accident pay shall give notice in writing of the said injury to her/his Employer as soon as reasonably practicable after the occurrence thereof provided that such notice may be given by a representative of the Employee.
- (h) Medical examination
  - (i) In order to receive entitlement to accident pay an Employee shall conform to the requirements of the AC Act as to medical examination.
  - (ii) Where in accordance with the AC Act a medical referee gives a certificate as to the condition of the Employee and her/his fitness for work or specifies work for which the Employee is fit and such work is made available by the Employer and refused by the Employee or the Employee fails to commence the work accident pay shall cease from the date of such refusal or failure to commence the work.

(i) Cessation of weekly payments

Where there is a cessation or redemption of weekly compensation payments under the AC Act the Employer's liability to pay accident pay shall cease as from the date of such cessation or redemption.

(j) Civil damage claims

(i) An Employee receiving or who has received accident pay shall advise her/his Employer of any action she/he may institute or any claim she/he may make for damages. Further the Employee shall, if requested, provide an authority to the Employer entitling the Employer to a charge upon any money payable pursuant to any judgement or settlement on that injury.

(ii) Where an Employee obtains a judgement or settlement for damages in respect of an injury for which she/he has received accident pay the Employer's liability to pay accident pay shall cease from the date of such judgement or settlement provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the Employer the Employee shall pay to her/his employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

(iii) Where an Employee obtains a judgement or settlement for damages against a person other than the employer in respect of an injury for which she/he has received accident pay the Employer's liability to pay accident pay shall cease from the date of such judgement or settlement provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the Employer the Employee shall pay to her/his Employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

(k) Insurance against liability

Nothing in this part shall require an Employer to insure against her/his liability for accident pay.

(l) Variations in compensation rates

Any changes in compensation rates under the AC Act shall not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.

(m) Death of an Employee

All rights to accident pay shall cease on the death of an Employee.

(n) Commencement

This clause shall only apply in respect of incapacity arising from an injury occurring or recurring on or after August 1975.

**42. EXAMINATION LEAVE**

(a) Employees shall be entitled to three days paid leave in any one year for the purposes of undertaking and/or preparing for examinations in a course of study. Leave entitlements pursuant to this Clause shall not accumulate from year to year.

(b) Entitlement to leave pursuant to subclause (a) shall be available to full-time and part-time Employees who are employed to work on average for three shifts or 24 hours per week.

(c) Entitlement to leave pursuant to subclause (a) shall be subject to an Employee having been employed by the particular establishment for twelve months immediately prior to taking of examination leave.

(d) Entitlement to leave pursuant to subclause (a) shall be granted for studies which are related to Classification in Grades duty requirements, relevant to advancement through the career structure and to employment at the establishment and would normally be undertaken in a Tertiary Institution.

- (e) Entitlement to leave pursuant to subclause (a) shall be taken at a time that is mutually agreed between the Employer and the Employee. The Employer shall not unreasonably withhold approval for such leave

#### **43. EDUCATION AND DEVELOPMENT**

- (a) SJGHC is committed to providing a comprehensive Professional Development Program for all Nurses. The SJGHC Staff Development Coordinators and the Directors of Nursing of each Hospital manage the Program in collaboration to ensure high quality programs and the sharing of expertise and knowledge. Programs are developed based on a needs analysis conducted on an annual basis.
- (b) Professional Development Program

The professional Development Program incorporates Mandatory and Essential competency programs, clinical and professional skills development as well as formal programs of study.

For the avoidance of doubt, the following programs are provided at no cost to the Employees and are conducted where possible during paid working hours

- (i) formal orientation programs;
  - (ii) Mandatory training, such as Basic Life Support, Fire and Emergency Evacuation, Safety Updates, Manual Handling, etc.
- (c) Professional Development/Conference Leave
    - (i) SJGHC has traditionally ensured that operating budgets make reasonable provision for the ongoing professional development of nursing staff. SJGHC will encourage all nursing staff to attend relevant seminars and conferences on a regular basis. Costs may:
      - (1) be shared between the Employee and SJGHC; or
      - (2) be paid for by SJGHC when appropriate.
    - (ii) SJGHC further agrees that full time Nurses (pro rata for part time) will be entitled to five (5) days paid professional development/conference leave per year for professional development that is relevant to the Employee's area of work as confirmed by the Director of Nursing or their delegate. A "day" for the purpose of this clause is the Employee's normal shift length and need not fall on the day the Employee is otherwise rostered to work. This leave is for the Employee's personal and mandatory professional development, and is in addition to other leave entitlements. To access the benefits of this provision it is the responsibility of the Employee to make an application for this leave and provide a written report upon completion of the program.

#### **Study Leave for Post Graduate Studies**

- (d) Full time Nurses shall be entitled to four hours paid Study Leave (pro rata for part time Employees) per week for twenty six weeks per annum for approved post graduate diplomas and post graduate degrees including degrees by thesis in any one year, and for thirteen weeks per annum for approved post graduate certificates in any one year for the purposes of attending courses and/or undertaking or preparing for examinations in a relevant post graduate course of study, or a combination of these. Part time Nurses shall be entitled to Study Leave in accordance with this clause on a pro rata basis. Leave entitlements pursuant to this clause shall not accumulate from year to year.
  - (i) Entitlement to Study Leave shall be granted for studies which are relevant to employment at the establishment.
  - (ii) Entitlement to Study Leave shall be taken at a time that is mutually agreed between the Nurse and SJGHC. SJGHC shall not unreasonably withhold approval for such leave. The leave may be taken by agreement other than the four hours per week. An example of this would be "block" release for residential study.

#### 44. QUALIFICATION ALLOWANCE - REGISTERED NURSES & MIDWIVES

- (a) A Registered Nurse will be entitled to a qualification allowance set out below, subject to the following:
- (i) a Registered Nurse holding more than one qualification is only entitled to one qualification allowance, being the allowance for the highest qualification held having regard to subclause (a)(ii).
  - (ii) it must be demonstrated that at least one component of the qualification is applicable to the relevant Employee's current area of practice. In situations where a component of a postgraduate qualification is relevant to that Employee's current area of practice an allowance is payable. In considering whether a component of the qualification is relevant, the nature of the qualification and the current area of practice of the qualification holder are the main criteria. Other considerations may include:
    - (1) the clinical or other area of work of the Registered Nurse or Midwife;
    - (2) the classification and position description of the Registered Nurse or Midwife;
    - (3) whether the qualification would assist the Registered Nurse or Midwife in performing her or his role and/or assist in maintaining quality patient care and/or assist in the administration of the ward/unit/area in which the Registered Nurse or Midwife is employed.
  - (iii) A Registered Nurse or Midwife claiming entitlement to a qualification allowance must provide to the Employer evidence including transcript of that Registered Nurse or Midwife holding the qualification for which the entitlement is claimed. Payment of such allowance shall be payable on the first full pay period on or after the date evidence of such qualification is provided by the Employee to the Employer.
  - (iv) For the avoidance of doubt, a qualification allowance cannot be claimed by a Registered Nurse or Midwife in respect of that Employee's base qualification leading to registration as a Registered Nurse or Midwife, with the exception of:
    - A double degree
    - A four year degree
    - An honours degree
    - A Masters degree
    - A Doctorate
- In respect to a double degree or Masters qualification, where the nurse completes these qualifications prior to work experience in that clinical area they will not be paid the relevant qualifications allowance until after 12 months of experience (as defined) post registration.
- (v) Certificates obtained from training or education facilities (eg. infection control certificates from the Mayfield Centre) shall be recognised provided that the programmes are equivalent to a University certificate and the training/education facility verifies that in writing.
- (b) A Registered Nurse or Midwife who holds a Post Basic Hospital Certificate or Graduate Certificate (or equivalent) shall be paid, in addition to their salary, 4.0% of base rate.
- (c) A Registered Nurse or Midwife who holds a Post-Graduate Diploma or a Degree (or equivalent) (other than a nursing undergraduate degree), or a double degree or honours degree, shall be paid, in addition to her or his salary, 6.5% of base rate.
- (d) A Registered Nurse or Midwife who holds a Masters (including a Masters degree completed prior to, or that leads to registration), shall be paid, in addition to their salary, 7.5% of base rate.
- (e) A Registered Nurse or Midwife who holds a Doctorate shall be paid, in addition to their salary, 10% of base rate.

- (f) The above allowances are to be paid during all periods of leave except personal leave beyond 21 days and long service leave.
- (g) The allowance is to be paid on a pro-rata basis for non-full-time Employees.

**45. DOMICILIARY ALLOWANCE**

- (a) A Registered Nurse, Grade 2, employed in the Employers Ambulatory and Home Care Services service, shall be entitled to an allowance set out in Schedule 5.

**46. ON CALL AND RECALL**

- (a) An Employee rostered to be on call outside the Employee's rostered ordinary hours of duty shall be paid an amount of \$5.67 per hour for each hour of designated On-Call.
- (b) The rate specified in subclause 46(a) shall be increased in accordance with the percentage wage increases of this Agreement.
- (c) In the event of an Employee being designated On-Call and is recalled, where the recall work is not continuous with the next succeeding rostered period of duty, that Employee shall be paid a minimum of three hours pay at the appropriate overtime rate as specified in Clause 26 - Overtime.
- (d) The minimum three hour payment as set out in subclause 46(c) shall commence from the time that the Employee signs on at the Hospital and commences work, and ceases when the Employee ceases work and signs off at the Hospital.
- (e) When recalled under subclause 46(c), an Employee will be provided with a Vehicle Allowance as set out in Clause 47 – Vehicle Allowance, to a maximum of 40 kilometres per recall.
- (f) Where recall to duty can be managed without the Employee having to return to their workplace, such as by telephone, such Employee will be paid a minimum of one hour's overtime, provided that multiple recalls within a discrete hour will not attract additional payment.
- (g) Recall shall be strictly monitored to ensure that an Employee is provided with a minimum 10 hour break between the cessation of recall duty and the commencement of the next scheduled shift.
- (h) An Employee will not be required to be designated On-Call immediately preceding days off duty.
- (i) If an Employee is recalled to duty when not designated On-Call, they shall receive a minimum three hour payment which shall commence from the time that the Employee signs on at the Hospital and commences work, and ceases when the Employee ceases work and signs off at the Hospital. This three hour minimum payment will be paid at double time.

**47. VEHICLE ALLOWANCE**

Where an Employee is required to provide her/his own mode of conveyance in connection with her/his duties, she/he shall be paid an allowance in accordance with Schedule 5.

**48. UNIFORM AND LAUNDRY ALLOWANCE**

- (a) All nursing Employees who are required to wear a uniform are provided with uniforms by the Employer. Where such Employee's uniforms are not laundered by or at the expense of the Employer, the Employee shall be paid a laundry allowance in accordance with Schedule 5 per day.
- (b) The uniform allowances but not the laundry allowance shall be paid during all absences on leave, except absence on long service leave and absence on personal leave beyond 21 days. Where, prior to taking leave, an Employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave shall be the average of the allowance paid during the four weeks immediately preceding the taking of leave.
- (c) Where the Employer provides an Employee with uniforms, all articles so provided remain the property of the Employer and no uniform allowance is payable.

- (d) The rates specified at (a) shall be increased in accordance with the percentage wage increases of this Agreement.

#### **49. HIGHER DUTIES**

- (a) An Employee engaged in any one day or shift for more than two hours on duties carrying a higher rate than the classification in which she/he is ordinarily employed shall be paid for the full day or shift at the minimum rate for that higher classification but if so engaged for two hours or less only the time so worked shall be paid for at that higher rate.
- (b) Notwithstanding the provisions of (a) the following provisions shall apply to Employees who are appointed to relieve a Unit Manager:

##### **Off duty shifts**

- (i) Where a work unit involves shift work, Associate Unit Managers may be appointed to undertake in charge functions during the off duty periods of the Unit Manager. The rate, once appropriately set, shall be deemed to include the performance of the in charge function during the off duty periods of the Unit Manager.
- (ii) Where an Employee other than an Associate Unit Manager is required to act in charge during the off duty period of a Unit Manager (which event shall be the exception to the rule), such Employee shall be paid at the minimum rate applicable to the Associate Unit Manager position which would normally be in charge on that shift.
- (iii) Provided that where no Associate Unit Manager position has been appointed with respect to the relevant shift, the provisions of (a) shall apply.

##### **Periods of absence**

The provisions of (b)(i) to (iii) shall apply to all periods of absence of a Unit Manager up to and including five days. For absences in excess of five days, the relieving Associate Unit Manager shall be paid at the minimum rate for the Unit Manager for the entire period of relief and other Employees who consequently act in a higher position shall be similarly remunerated at the minimum rate of that higher position for the entire period of relief.

- (c) A Deputy Director of Nursing, a Deputy Principal Nurse Educator or a Principal Nurse Educator who is called upon to relieve an Employee in a higher classification for a period in excess of five days, shall be paid at the minimum of that higher classification for the entire period of relief.

#### **50. MEAL ALLOWANCE**

- (a) An Employee who is required to work overtime shall be supplied with a meal where the Employer has her/his own cooking and dining facilities. In exceptional circumstances, where a meal cannot be provided, a meal allowance shall be paid in addition to any overtime payment as follows:
  - (i) When required to work after the usual finishing hour of work beyond one hour (Monday to Sunday inclusive) or in the case of shift workers when the overtime work on any shift exceeds one hour \$13.05. Provided that where such overtime work exceeds 4 hours a further meal allowance of \$10.44 shall be paid.
  - (ii) When required to work more than 5 hours overtime on a Saturday or a Sunday or more than 5 hours by a shift worker on his/her rostered day off - \$13.05 and a further \$10.44 when required to work more than 9 hours on such day.
  - (iii) These foregoing provisions shall not apply when an Employee could reasonably return home for a meal within the period allowed.
  - (iv) These amounts will be increased in accordance with and as specified at Schedule 5.

#### **51. CHANGE OF SHIFT**

- (a) This clause shall only apply to permanent (non-casual) enrolled nurses that have been in receipt of a change of shift allowance in the 12 months prior to the date of approval of the Agreement.

- (b) In the case of a permanent enrolled nurse who changes from working on one shift to working on another shift, the time of commencement of which differs by four hours or more than from that of the first, she/he shall be paid an amount equal to 4% of the allowance rate on the occasion of each such change in addition to any amount payable under the preceding provisions of this clause. The change of shift allowance provided for under this Agreement is not payable to employees in the following circumstances:
- (i) Where the Employer agrees to a request in writing made on behalf of one or more Employees for changes in shifts. That request may be expressed to include specified periods representing work cycles up to three months in advance;
  - (ii) Where a part-time Employee agrees to work shift(s) in addition to those worked regularly otherwise;
  - (iii) Where changes in shift occur within the performance of an agreed self-rostering system;
  - (iv) Where there is an intervening period of more than 48 hours off duty, inclusive of all leave, weekend, accrued days off and public holidays.

**52. JURY SERVICE**

- (a) An Employee, other than a casual Employee, required to attend for jury service during his or her ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of ordinary salary he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.
- (b) An Employee shall notify the Employer as soon as possible of the date upon which he or she is required to attend for jury service. Further the Employee shall give the Employer proof of his or her attendance at the court, the duration of such attendance and the amount received in respect of such jury service.

**53. REDUNDANCY**

- (a) Where the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on Employees of the Employer, the Employer shall consult with affected Employees in accordance with the consultation regarding change provision of this Agreement.

**Transfer to lower paid duties**

- (b) Where an Employee is transferred to lower paid duties for reasons set out in paragraph (a) the Employee shall be entitled to the same period of notice of transfer as she/he would be entitled to if her/his employment had been terminated, and the Employer may at the Employer’s option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks’ notice still owing.

**Severance pay**

- (c) In addition to the period of notice prescribed for termination, an Employee whose employment is terminated for reasons set out in paragraph (a) shall be paid the following amount of severance pay in respect of a period of continuous service.

<b>Period of Continuous Service</b>	<b>Redundancy Payment</b>
Less than 1 year	Nil
1 year but less than 2 years	4 weeks
2 years but less than 3 years	6 weeks
3 years but less than 4 years	7 weeks



4 years but less than 5 years	8 weeks
5 years but less than 6 years	10 weeks
6 years but less than 7 years	12 weeks
7 years but less than 8 years	14 weeks
8 years but less than 9 years	16 weeks
9 years but less than 10 years	18 weeks
10 years but less than 11 years	20 weeks
11 years but less than 12 years	22 weeks
12 years but less than 13 years	24 weeks
13 years but less than 14 years	26 weeks
14 years but less than 15 years	28 weeks
15 years and over	30 weeks

**Definitions**

- (d) "Week's pay" means the ordinary time rate of pay for the Employee concerned.

**Employee Leaving During Notice Period**

- (e) An Employee whose employment is terminated for reasons set out in paragraph (a) may terminate her/his employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had she/he remained with the Employer until the expiry of such notice. Provided in such circumstances the Employee shall not be entitled to payment in lieu of notice.

**Alternative Employment**

- (f) Where the Employer offers the Employee acceptable alternative employment no severance payment is payable, in accordance with the provisions of the Act.

**Time off Period of Notice**

- (g) During the period of notice of termination given by the Employer an Employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (h) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Employer, produce proof of attendance at an interview or she/he shall not receive payment for the time absent.
- (i) For this purpose a statutory declaration will be sufficient.

**Employees with Less Than One Year's Continuous Service**

- (j) This clause does not apply to Employees with less than one year's continuous service.

**Employees Exempted**

- (k) This clause shall not apply where employment has been terminated because the conduct of an Employee justifies instant dismissal or in the case of casual Employees, or Employees engaged for a specific period of time or for a specified task or tasks.

#### **54. LETTER OF APPOINTMENT**

- (a) Each Employee, other than a casual Employee, shall receive a Letter of Appointment, as specified in Schedule 6, stating the place of work, his or her weekly hours, classification, job title, name of applicable industrial instruments (e.g. the Agreement).
- (b) Nothing in this clause shall limit the ability of a part time Employee to agree to work additional shifts at ordinary rates, save for any other limits prescribed by this Agreement.

#### **55. DAYLIGHT SAVING**

- (a) Notwithstanding anything contained elsewhere in this Agreement, in accordance with the Summer Time Act 1972, an Employee will be paid for the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time recorded at the end of the shift, and the time of the clock in each case to be set to the time fixed pursuant to the legislation.

#### **56. NURSE WORKLOAD**

- (a) SJGHC is committed to ensuring staffing levels are safe and appropriate in order to ensure the delivery of high quality and safe patient care.
- (b) Provided that the nurses and senior management agree that patient care will not be compromised, the parties agree that existing flexibility in respect of patient acuity will be maintained. The practice of staffing based on collaboration between Nursing Administration and Ward/unit management will continue on a shift by shift basis.

Nursing staffing levels at each ward/unit shall be determined on the following principles:

- (i) clinical assessment of patient needs;
  - (ii) occupancy of the ward/unit;
  - (iii) the skill mix of registered nurses and enrolled nurses
  - (iv) the demands of the environment such as ward layout;
  - (v) statutory obligations including workplace safety and health legislation;
  - (vi) the requirements of nurse regulatory legislation and professional standards; and
  - (vii) reasonable and safe workloads.
- (c) The hospital(s) will endeavour to ensure that unexpected admissions do not prohibit the delivery of optimum and safe nursing care.

#### **Escalation of Workload Concerns**

- (d) The parties understand that the Employer may experience:
  - (i) unplanned or unexpected increases in demand;
  - (ii) changes in patient acuity; or
  - (iii) Absenteeism resulting in staffing levels being less than rostered.

These may have an impact upon workload management.

- (e) Should any nurse in any one ward or unit including theatres feel the workloads are unsafe or are unreasonably heavy they have a responsibility to discuss/escalate their concerns as follows:
  - (i) with their Associate Nurse Manager;
  - (ii) Nurse Unit Manager or After Hours Supervisor.

- (f) The Associate Nurse Unit Manager, or Nurse Manager or After Hours Supervisor as applicable to the above, will take immediate and appropriate action to address the workload concerns within reasonable timeframes either prior to the commencement of the shift and during the shift.
- (g) If appropriate action is not taken to address the workload concerns, the nurse(s) is responsible for, and encouraged to discuss/escalate to the Director of Nursing and the parties to the Agreement.
- (h) The Director of Nursing shall provide a response, including any proposed actions within a reasonable timeframe.
- (i) If the matter remains unresolved the Employee may seek to resolve the matter using the Dispute Resolution Procedure set out at Clause 10.

(j) **Director of Nursing**

Despite any other provisions of this Agreement, the Employer must employ a full time Director of Nursing at each of the hospitals the Employer operates in Victoria. To avoid doubt, the Director of Nursing may also be appointed as the Chief Executive Officer at each of the hospitals the employer operates in Victoria.

(k) **Nurse Unit Manager**

Despite any other provisions of this Agreement, there must be one EFT Nurse Unit Manager appointed in each ward/unit at each of the hospitals the Employer operates in Victoria. Two or more part time Nurse Unit Managers may be appointed so long as 1 EFT of Nurse Unit Manager hours are worked in the shared position.

(l) **Associate Nurse Unit Manager**

- (i) Associate Nurse Unit Manager ("ANUMs") are appointed to undertake in-charge functions during the off duty periods of the Nurse Unit Manager. Subject to the exceptions below, this rate shall be deemed to include the performance of the in-charge function during the off duty periods of the Nurse Unit Manager.
- (ii) When the Nurse Unit Manager is absent for in excess of five days, the relieving ANUM(s) shall be paid at the minimum rate for the Nurse Unit Manager for the entire period of relief and another Registered Nurse who consequently acts in a higher position shall be similarly paid at the minimum rate of that higher position for the entire period of relief.
- (iii) In all 24 hours a day, 7 days per week areas, there must be 5 EFT ANUM shift positions available for appointment, and 4 out of the 5 of the positions must be permanently appointed.
- (iv) Nothing in any of these provisions prevents ANUM positions being either full-time or part-time.
- (v) The 5th EFT of ANUM may be permanently appointed to, or may be utilised to provide non-appointed nurses with experience as an ANUM.
- (vi) Where a minimum of 4 EFT of ANUMs are permanently appointed, and a Registered Nurse other than ANUM is required to act in charge during the off duty period of a Nurse Unit Manager (which event shall be the exception to the rule), such Registered Nurse shall be paid at the minimum rate applicable to the ANUM position which would normally be in charge on that shift.
- (vii) Where due to recruitment difficulties or delays or to circumstances beyond the Employer's control less than 4 EFT of ANUMs are permanently appointed and a Registered Nurse, other than an ANUMs, is required to act in charge during the off duty period of a Nurse Unit Manager (which event shall be the exception to the rule) the Registered Nurse shall be paid at the minimum rate for the Nurse Unit Manager for the entire shift.
- (viii) Subclause (vii) does not apply to a Registered Nurse who is required to act in charge in the following circumstances:

- (1) Where an ANUM in whose place the Registered Nurse acts, is on any form of leave; or

- (2) For a reasonable period during which a replacement ANUM is sought to be employed to fill a vacancy created by the termination of employment of an ANUM in whose place the Registered Nurse acts.
- (3) In the circumstances set out in subclause (viii) (1) or (viii) (2) the Registered Nurse acting in charge shall be paid at the minimum rate applicable to the ANUM position which would normally be in charge of that shift.
- (4) Where the Employer experiences difficulties in recruiting employees to permanent ANUM positions despite having taken reasonable and practical steps to fill the position(s), the employer shall contact the ANMF at the earliest opportunity. The ANMF and the employer may then discuss and agree on alternative arrangements. Any agreement reached will be recorded in writing.
- (5) Units that operate less than 24 hours per day/7 days per week:

The Employer is to appoint an ANUM to cover all off duty periods of the Nurse Unit Manager and, if a Registered Nurse who is not an appointed ANUM is required to act in charge during the off duty period of a Nurse Unit Manager (which event shall be the exception to the rule) the Registered Nurse shall be remunerated at the minimum rate for the Nurse Unit Manager for actual hours worked as such.

(m) **Registered Nurse - After Hours Coordinator**

A Registered Nurse shall be appointed to be in charge of each Hospital in all off duty periods of the Director of Nursing. The Employee so appointed shall be classified and paid at the rate of Grade 5.

**57. FLEXIBILITY ARRANGEMENT**

- (a) The Employer and Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - (i) the agreement deals with 1 or more of the following matters:
    - (1) arrangements about when work is performed;
    - (2) overtime rates;
    - (3) penalty rates;
    - (4) allowances;
    - (5) leave loading; and
  - (ii) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (i); and
  - (iii) The Employer and the individual Employee must have genuinely made the agreement without coercion or duress.
- (b) The Employer must ensure that the terms of the individual flexibility arrangement:
  - (i) are about permitted matters under section 172 of the Act; and
  - (ii) are not unlawful terms under section 194 of the Act; and
  - (iii) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- (c) The Employer must ensure that the individual flexibility arrangement:
  - (i) is in writing; and

- (ii) includes the name of the Employer and Employee; and
  - (iii) is signed by the Employer and Employee and if the employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - (iv) includes details of:
    - (1) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (2) how the arrangement will vary the effect of the terms; and
    - (3) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (v) states the day on which the arrangement commences.
- (d) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The Employer or Employee may terminate the individual flexibility arrangement:
- (i) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (ii) if the Employer and Employee agree in writing — at any time.

#### **58. FLEXIBLE WORK OPTIONS**

- (a) Employees may elect, in writing, to participate in flexible working arrangements where these are offered by the Employer. These arrangements may include the facility for the Employee to 'purchase' additional leave, by electing to forego part of their salary in order to accrue an additional commensurate amount of leave. Such arrangements will be subject to the Employer's policy, and as stated clearly in written agreement between the Employer and Employee.
- (b) It will remain the responsibility of the Employee wishing to avail themselves of the flexibility to seek advice concerning potential implications for taxation, superannuation, salary packaging and other benefits.

#### **59. PRESERVATION OF ENTITLEMENTS**

An Employee, who is transferred between hospitals within SJGHC, shall have all entitlements preserved in accordance with Employer's Preservation of Entitlements policy.

#### **60. OCCUPATIONAL HEALTH & SAFETY**

- (a) For the purposes of this clause:
- (i) **DWG** means designated work group as defined under the OHS Act as amended from time to time and may include Employees other than Nurses and/or Midwives.
  - (ii) **HSR** means health and safety representative for a designated work group as defined under the OHS Act as amended from time to time.
  - (iii) **Incident** means an event or circumstance that lead or could have lead to unintended or unnecessary harm.
  - (iv) **Injury** means any physical or mental injury.
  - (v) **Workplace** means workplace as defined under the OHS Act.
- (b) The Employer is committed to ensuring compliance with applicable legislation and associated codes and codes of practice including the *Occupational Health and Safety Act 2004 (Vic)* (as amended) (the OHS Act), the *Workplace Injury Rehabilitation and Compensation Act 2013* (as amended) (WIRC Act) and the *Equal Opportunity Act 2010 (Vic)* (as amended) (the EO Act).

- (c) The provisions of this clause shall be read and interpreted in conjunction with OHS Act, EO Act and WIRC Act and successors, provided where any inconsistency between this Agreement and the legislation referred above, the legislation prevails to the extent of any inconsistency.
- (d) This Agreement recognises that hazards include, but are not limited to:
  - (i) safe patient and manual handling;
  - (ii) occupational violence and aggression (OVA);
  - (iii) circumstances that give rise to adverse effects on psychological health, including bullying, workplace stress and fatigue;
  - (iv) unsafe design and layout of health workplaces;
  - (v) slips, trips and falls;
  - (vi) blood borne and other infectious diseases;
  - (vii) sharps; and
  - (viii) hazardous substances.
- (e) The parties to this Agreement are committed to; the achievement of safe working practices; identification of hazards in the workplace and the achievement of a reduction in workplace injuries to the highest level of protection reasonably practicable in the circumstances, through the implementation of risk management systems incorporating hazard identification, risk assessment and control, and safe work practices.
- (f) Employees have an obligation to report incidents in a timely manner, within the same shift where practicable.
- (g) The Employer will facilitate timely reporting of incidents by Employees, and ensure Employees who report incidents are appropriately supported.
- (h) Following an incident, the Employer will as soon as practicable:
  - (i) provide the Employee(s) with access to post incident support services;
  - (ii) take appropriate action to prevent further injury to Employees;
  - (iii) conduct an incident investigation in a timely manner and implement workplace controls to prevent the incident recurring; and
  - (iv) provide information regarding the Employee's rights as relevant including the making and lodging of a workers' compensation claim or reporting to police.

#### **HSR's**

- (i) All Employees in the relevant DWG will be given the opportunity to nominate for a position as an HSR.
- (j) Where there is more than one nominee for any vacancy of an HSR position, the method of conducting the election will be determined by the Employees of the DWG concerned. The ANMF will, where requested by the staff, conduct the election.
- (k) If there are equivalent nominees to positions vacant then the candidate(s) will be elected unopposed.
- (l) The Employer will maintain a current list of DWGs as well as the name(s) of the elected HSR(s) for each DWG and will display this in a prominent place in the workplace at all times.

- (m) On written request by the ANMF, the Employer will provide a copy of the DWG list, with the names of the HSR(s), their respective election dates and training dates to the ANMF within 28 days of receiving a written request from the ANMF. Such request cannot be made more frequently than annually.
- (n) HSRs will be entitled and encouraged to attend a WorkSafe Victoria approved course as soon as practicable following their election.
- (o) The Employer will permit HSRs to take such time as is necessary or prescribed to attend occupational health and safety training courses approved by WorkSafe Victoria.
- (p) HSRs will have the right to choose which course to attend, provided it is a WorkSafe Victoria approved course. An Employer will not prevent or obstruct an HSR from attending a course chosen by them. However, retains the ability to disagree with the course and have the matter decided by the WorkSafe Advisory Service.
- (q) When attending an approved course, HSRs will be paid as per their roster, that is the normal/expected earnings during course attendance, including pay entitlements relating to shift work, regular overtime, higher duties, allowances or penalty rates that would have applied had the HSR been at work.
- (r) Where HSRs attend an approved course outside their normal working hours or roster, they will be paid as if they had been at work for the relevant time, including any relevant overtime rates, higher rates, allowances or penalty rates. This might apply when an HSR:
  - (i) normally works two days a week, and attends a block five-day course;
  - (ii) has a rostered day off during the course; and
  - (iii) has a shift that does not overlap, or overlaps only marginally, with the course's hours.
- (s) Rosters or shifts prior to/post HSR training will be altered where necessary to ensure that HSRs are not exposed to extra risks from fatigue due to working extended hours or shiftwork while attending a training course.

## **61. RESEARCH NURSE CLASSIFICATION**

The position of Research Nurse will be paid at a minimum of Grade 3A. Should an incumbent Nurse be classified at a higher grade that Employee shall maintain their current classification.

## **62. CLINICAL NURSE SPECIALIST**

Full time and part time Registered Nurses may apply for the Clinical Nurse Specialist classification in accordance with Schedule 3.

## **63. NURSE AFFILIATE**

- (a) The Employer may employ undergraduate nursing or midwifery students to:
  - (i) provide the students with opportunities to increase their understanding of clinical environments and health service delivery;
  - (ii) increase students' ability to interact and engage with current clinicians;
  - (iii) allow students to practice skills previously learnt in their undergraduate program;
  - (iv) provide employment for students undertaking the Bachelor of Midwifery, Bachelor of Nursing or Double Degree in Nursing and Midwifery program.
  - (v) facilitate a more seamless transition from student to registered midwife/nurse
  - (vi) assist in the recruitment and retention of registered nurses and midwives.
- (b) For work performed as set out in Schedule 4 of the Agreement, the Nurse Affiliate shall be paid, for each hour; one thirty-eighth (1/38th) of the weekly wage rate contained in Schedule 5.

- (c) Other Terms and Conditions of Employment
  - (i) All other terms and conditions of employment, apart from salary, for a Nurse Affiliate shall be those applying to an Employee under the provisions of the Agreement.
  - (ii) The parties agree to review the operation of this clause as required from time to time to ensure that the objects above are being achieved. This aspect of the review will occur in January each year.
- (d) Employment Criteria and Other Related Matters
  - (i) Only those persons who have successfully completed the minimum of:
    - (1) the first 24 months of the Bachelor of Midwifery at a University or other tertiary institution/s which provide an equivalent course of study.
    - (2) the first 24 months of the Bachelor of Nursing at a University or other tertiary institution/s which provide an equivalent course of study.
    - (3) the first 36 months of the Double degree in Nursing and Midwifery at a University or other tertiary institution/s which provide an equivalent course of study may be employed as Nursing Affiliates.
  - (ii) Nurse Affiliate program participants will be employed by SJGHC in a permanent part time capacity.
  - (iii) Continuity of service entitlements will occur where program participants are selected and appointed to the hospital's graduate program, or otherwise continuously employed within the meaning of the long service leave provisions of the Agreement.
  - (iv) Each Nurse Affiliate will be required to maintain a Clinical Progress Manual.
- (e) Position Description
  - (i) The position description is set out in Schedule 4. The scope of practice and information for ward staff selection criteria to apply to the Nurse Affiliates shall be as set out in Part 2 and Part 3 respectively of Schedule 4 of the Agreement.
- (f) To work under Supervision
  - (i) Each Nurse Affiliate will work with and under the direct supervision of a preceptor/supervisor midwife/registered nurse (as applicable) and patients will be allocated accordingly. Staffing allocation on a shift by shift basis will take into account both occupancy and patient acuity, and be based on collaboration between Nursing Administration and the Ward/Department Unit Manager.



## SCHEDULE 1 – EMPLOYMENT CLASSIFICATIONS

REGISTERED NURSE & REGISTERED MIDWIFE	
Grade 2	<p>Grade 2 Year 1 - A Registered Nurse in his or her first year of experience following registration as a nurse with the Australian Health Practitioner's Regulation Agency (AHPRA).</p> <p>Grade 2 Year 2 (and subsequent years of experience) - A Registered Nurse in the second or subsequent years of experience as a Registered Nurse and not elsewhere classified.</p> <p>An Enrolled Nurse who completes an undergraduate course which leads to registration and is subsequently registered as a Registered Nurse will commence at the Grade 2 increment immediately above the rate of pay (including Senior Allowance and/or qualification allowance (where applicable) applicable to that Employee.</p>
Clinical Nurse Specialist	A Registered Nurse appointed as a Clinical Nurse Specialist and paid as such.
Grade 3A	<p>A Registered Nurse appointed and paid as such.</p> <p>A Registered Nurse classified and appointed as a Research Nurse at this level. A Research Nurse is a Registered Nurse appointed as such to participate in and facilitate the nursing and midwifery research program.</p>
Grade 3B	<p>A Registered Nurse appointed and paid as such.</p> <p>A Registered Nurse classified and appointed as a Research Nurse at this level.</p>
ANUM	A Registered Nurse appointed as an Associate Unit Manager and paid as such.
Grade 4A	<p>A Registered Nurse classified and appointed as a Research Nurse at this level.</p> <p>A Clinical Consultant A as per Clinical Consultant definitions below.</p>
Grade 4B	<p>A Registered Nurse classified and appointed as a Research Nurse at this level.</p> <p>A Clinical Consultant B as per Clinical Consultant definitions below.</p>
Grade 4A/B	<p>A Registered Nurse appointed and paid as such and includes a nurse classified as a Clinical Educator (Learning and Development Coordinator). A Clinical Educator is employed to teach the theory and practice of nursing. The role may also involve nurse coaching, mentoring and acting as the clinical supervisor for undergraduates.</p> <p>A Registered Nurse shall on commencement as a Clinical Educator be classified at the level and rate of pay for a Grade 4A and after two years of experience (as defined) at this level shall then progress to a Grade 4B</p>
NUM	A Registered Nurse appointed as a Unit Manager and paid as such.
Grade 5	A Registered Nurse appointed as a Hospital Coordinator or a Clinical Consultant C as per Clinical Consultant definitions below and paid as such.
Grade 6	A Registered Nurse appointed as a Deputy Director of Nursing or a Clinical Consultant D as per Clinical Consultant definitions below and paid as such.
Nurse Practitioner	A Registered Nurse who is registered as a Nurse Practitioner with AHPRA and appointed to the role and has obtained an additional qualification relevant to the regulating authority to enable them to become licensed Nurse Practitioners. A Nurse Practitioner is authorised to function autonomously and collaboratively in an advanced and extended clinical role.

	<p><b>Role of a licensed Nurse Practitioner</b>  The Nurse Practitioner is able to assess and manage the care of patients using nursing knowledge and skills. It is dynamic practice that incorporates application of high level knowledge and skills, beyond that required of a registered nurse in extended practice across stable, unpredictable and complex situations.</p> <p>The Nurse Practitioner role is grounded in the nursing profession's values, knowledge, theories and practice and provides innovative and flexible health care delivery that complements other health care providers.</p> <p><b>Scope of practice</b>  The scope of practice of the Nurse Practitioner is determined by the context in which:</p> <p>the Nurse Practitioner is authorised to practice. The Nurse Practitioner therefore remains accountable for the practice for which they directed; and</p> <p>the professional efficacy whereby practice is structured in a nursing model and enhanced by autonomy and accountability.</p> <p>The Nurse Practitioner is authorised to directly refer patients to other health professionals, prescribe medications and order diagnostic investigations including pathology and plain screen x-rays.</p> <p>Nurse Practitioners exhibit clinical leadership that influences and progresses clinical care, policy and collaboration through all levels of health service.</p>
<p><b>Clinical Consultant Definitions:</b></p>	<p><b>Clinical Consultant</b>  A Registered Nurse who is appointed as such to provide a clinical resource, clinical advisory/developmental role on a full-time dedicated basis (ie. performs only consultancy work on the relevant shifts) and undertakes related projects and research and development activities to meet specified clinical nursing needs in a clinical discipline.</p> <p><b>Clinical Consultant A (Grade 4A)</b> - a Registered Nurse appointed as such who as a member of a specialist team fulfils the clinical consultant role in their first and second Years of Experience</p> <p><b>Clinical Consultant B (Grade 4B)</b> - a Registered Nurse appointed as such who fulfils the clinical consultant role as a Clinical Consultant A in her or his third and subsequent Years of Experience as a Clinical Consultant.</p> <p><b>Clinical Consultant C (Grade 5)</b> - a Registered Nurse appointed as such who fulfils the clinical consultant role, and  is the sole Registered Nurse in the specialty; or  is in charge of a specialty team; or  is a clinical consultant who takes referrals from, or delivers the consultancy outside more than one Hospital of SJGHC.</p> <p><b>Clinical Consultant D (Grade 6)</b> - a Registered Nurse appointed as such who fulfils the clinical consultant role and who in addition principally consults on a multi-regional or Statewide basis.</p>
<b>ENROLLED NURSE</b>	
<p><b>Student Enrolled Nurse</b></p>	<p>Student enrolled nurse means a student undertaking study to become an enrolled nurse.</p>
<p><b>Enrolled Nurse Level 1 (EN1)</b></p>	<p>EN1 applies to Enrolled Nurses who do not hold an NMBA approved qualification in administration of medicines.</p> <p>This level also applies to nurses formerly known as Mothercraft Nurses who are registered with the NMBA as ENs with notation, and to those who, while not</p>

	<p>registered as nurses, perform similar work with comparable underpinning education. Such nurses will be paid at the nearest (higher) pay point in the EN1 range to their current Mothercraft Nurse rate of pay, unless they are already paid above the maximum EN1 rate of pay, in which case they will retain their current rate of pay, adjusted only by annual pay increases applying under this Agreement.</p> <p>Progression – An EN1 will progress through the increments on completion of a year of experience, including previous experience.</p> <p>There is no automatic progression for an EN1 with a medication administration notation to the EN2 classification.</p>
<p>Enrolled Nurse Level 2 (EN2)</p>	<p>Cert IV Entry - EN Level 2.1 is the entry to practise rate for the first year of experience of an Enrolled Nurse who holds a NMBA approved Cert IV – Nursing [HLT 43407] qualification without prior experience as an Enrolled Nurse. On completion of each year of experience thereafter the employee will progress to the next increment up to and including EN Level 2.6.</p> <p>EN 2.1 to 2.6 inclusive will also apply to an Enrolled Nurse who holds a NMBA approved qualification in administration of medicines with an Administration of Medication Scope of up to four routes. Experience includes experience as an Enrolled Nurse prior to holding the Administration of Medication qualification.</p> <p>Diploma Entry - EN Level 2.3 is the entry to practise rate for the first year of experience of an Enrolled Nurse who holds a NMBA approved Diploma of Nursing [HLT 51607] qualification without prior experience as an Enrolled Nurse. On completion of each year of experience thereafter the employee will progress to the next increment up to and including EN 2.7</p> <p>EN 2.3 to 2.7 inclusive also apply to an Enrolled Nurse who holds a NMBA approved qualification in administration of medicines with an Administration of Medication Scope of all five routes. Experience includes experience as an Enrolled Nurse prior to holding the Administration of Medication qualification.</p> <p>Progression – An EN2 will progress through the increments on completion of a year of experience, including previous experience.</p> <p>There is no automatic progression for an EN2 to the EN3 classification.</p>
<p>Enrolled Nurse Level 3 (EN3)</p>	<p>An EN Level 3 position is defined as being a dedicated independent position with an autonomous role requiring additional training and which requires the Employee to make independent decisions and to have a higher degree of accountability (within the scope of practice) than is normally expected of another Employee who is a EN Level 1 or EN level 2 in a similar area/s.</p> <p><b>The EN L3 Criteria:</b> In order to progress to Level 3 the following criteria needs to be achieved.</p> <p>The application must address two separate requirements:</p> <p>A minimum of four years post registration experience as an Enrolled Nurse or hold a post registration qualification (Vocational Grad. Cert in Nursing; Advanced Diploma in Nursing) which is relevant to your environment/role.</p> <p><b>AND</b></p> <p>You can provide evidence of achievement of five out of the seven Enrolled Nurse Level 3 Competency Standards below.</p> <p><b>The Enrolled Nurse Level 3 Competency Standards:</b> The following are examples of competency standards that meet the criteria for Level 3. You must demonstrate not less than five of the following competency standards; these should not be isolated occasions rather they are consistent and on-going.</p>

The Enrolled Nurse is involved in committees and working parties within and/or beyond the work unit that contribute to improved patient care and the achievement of SJGHC Nursing and Midwifery Standards of Excellence.

Act as resource to others. For example, may take responsibility for a specific task, for example equipment maintenance schedules, budgets, rosters or stock control. Contributes to quality improvement within their work area or the workplace and/or changes in enrolled nursing practice initiatives. For example identifies risk and potential outcomes during assessments or identifies and implements harm minimisation strategies.

Practices using specialised or advanced knowledge and skills in a clinical area within the enrolled nursing scope or practice. For example, demonstrates clinical leadership by applying acquired knowledge in wound or continence management or dementia or child or family health care in the provision of care.

Undertake an additional responsibility either individually or as part of a clinical/quality team e.g. occupational health and safety rep, No-Lift program, continence resource officer, infection control, falls prevention, pressure ulcer prevention, mental health portfolio, rehabilitation program co-ordination, Quality Improvement activities etc.

Demonstrates understanding and appreciation of SJGHC Service Ethos and exemplifies this behaviour in the work place

Demonstrates evidence of building and maintaining a relevant skills and knowledge base and sharing this knowledge with peers.

In this clause 'year of experience' has the meaning provided by clause 8 of this Agreement.

## SCHEDULE 2 – SELF-ROSTERING GUIDELINES

The parties support a range of rostering systems, including self-rostering, which provide for the appropriate allocation of nursing staff to ensure adequate and safe patient care whilst providing for equity of distribution of working conditions for all nurses.

Self-rostering is a system whereby nurses in a particular ward or unit undertake responsibility for the designation of shift arrangements, working days and days off, ensuring always that the roster provides an adequate and safe level of appropriately qualified staff such that quality nursing care is maintained at all times.

Self-rostering requires agreement regarding the number of weekends, night and evening shifts that each staff member needs to work over a set period of time to ensure equity for all staff within a unit. Those members who wish to work more or less weekends, evenings or night shifts other than other staff should only achieve this through agreement with their colleagues. Where possible, personal preference should be taken into consideration.

The ward staff must negotiate and agree prior to the commencement of self-rostering on how the equitable distribution of different shifts will be distributed.

The self-rostering guidelines must ensure that:

- (1) There is an appropriate number and mix of staff to provide quality nursing care to the patients on each shift.
- (2) The contracted hours of all staff are met including those with set rosters achieved either by contract or custom and practice.
- (3) There is periodic review of rosters to avoid conflicts or deficiencies in the roster.
- (4) The distribution of shifts is evenly spread amongst the staff; and the need to change rosters is reduced to a minimum.
- (5) Where an employee requests a change to the final roster, the obligation to find replacement staff rests with the employee requiring the change. Such replacement staff should be of equivalent grade and experience and approved by the Nurse in Charge.
- (6) Rosters maximise continuity of staff where possible.
- (7) Agreement requirements for shift breaks, meals, overtime, shift lengths and associated matters including change of shift allowances must be met.
- (8) To fulfil the above, the cooperation and participation of all affected staff is needed, therefore:
  - a. Self-rostering should be trialled in the first instance with all staff cooperating in the evaluation of the trial. The trial should examine the effects on patient care, staff satisfaction, sick leave and health/safety.
  - b. Specific guidelines for individual units regarding spread of workload e.g.: operating days, rounds, admissions, etc. should be established.
  - c. Prior to the posting of the roster, the Nurse Manager must ascertain that all of the above guidelines have been met. If changes to the roster are required, the affected nurses must be consulted.
  - d. Where a dispute arises from the self-rostering system, the dispute resolution process as set out in the Agreement shall apply.

## **SCHEDULE 3 – CLINICAL NURSE SPECIALIST**

### **Clinical Nurse Specialist (CNS)**

This classification is available to nurses currently classified within Registered Nurse Grade 2 of the Agreement. It provides recognition for nurses who meet both the requirements of the definition and eligibility set out herein and the criteria for clinical expertise set by the unit in which they practice.

#### **Purpose of the Position**

##### *The Clinical Nurse Specialist*

- (1) Functions as a clinical expert in the delivery of care within the Unit under the direction of the Nurse Manager.
- (2) In collaboration with the Nurse Manager, ensures adequate, safe and quality nursing standards are maintained.
- (3) Functions as a resource person to patients, relatives and health team members.
- (4) Contributes to the development of the nursing / midwifery team within the unit and the hospital.
- (5) Contributes to the development of the profession of nursing and maintains own professional development.
- (6) Contributes to the formal quality improvement process within the unit.

#### **Eligibility**

- (1) A Grade 2 registered Nurse who is responsible for clinical nursing duties who:
  - (i) Has a specific post-basic qualification and has worked for 12 months post-qualification in the clinical area of his/her speciality, OR
  - (ii) Has a minimum of 4 years full time equivalent post-basic registration experience, with 3 of those years being in the relevant specialist field.
- (2) The candidate for Clinical Nurse Specialist status must be rostered to work their total hours in the specified unit, unless required to work across units by the DON/NUM.
- (3) There is no minimum period of employment by the Hospital before a nurse would be eligible to apply for a Clinical Nurse Specialist position.

#### **Purpose of the Position**

##### *Selection Criteria*

The nurse must:

- (1) Be recognised as a clinical expert in the specialty.
- (2) Demonstrate higher levels of skill in clinical decision making, including: problem identification, interpretation and analysis of clinical data and initiation of appropriate interventions.
- (3) Contribute to the development and review of policies, procedures and care protocols for clinical practice within the unit.
- (4) Participate in orientation / preceptorship / mentorship programs for the less experienced nurses within the Unit.
- (5) Be member of relevant professional organisations and internal and external nursing committees.
- (6) Support and contribute to at least two quality improvement and/or research projects within the area of practice annually.
- (7) Hold a hospital or unit portfolio.
- (8) Contribute to legal and ethical nursing issues within the hospital as required.
- (9) Provide a minimum of three educational activities within the unit annually.

## **Over Riding Principles**

When considering the nurses who may be Clinical Nurse Specialists, the following must be taken into account:

- (1) The classification of CNS has to be considered in the light of the existence and role of the Associate Unit Manager and/or Clinical Nurse Consultants. It also has to be understood that the primary focus on the position is clinical. Over classification would defeat the whole purpose of the introduction of clinical career opportunities for nurses.
- (2) The Clinical Nurse Specialist must be demonstrably fulfilling a higher skilled and more demanding role than would generally be expected of a registered nurse with seven (7) years' experience in a diversity of areas.  
  
However it needs to be recognised that the level of Clinical practice reflects a higher level of skill than would be expected of other Grade 2 nurses but less than Grade 3 positions.
- (3) The term "unit" in the foregoing is synonymous with the terms "ward" and "department".
- (4) Care needs to be taken to ensure that the practice of new skill or the performance of any other particular tasks or a class of tasks may merely reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. These general changes to nursing care and standards do not qualify an employee to be paid as a Clinical Nurse Specialist. The fact that a nurse practices new skills or highly technical skills does not make that nurse a Clinical Nurse Specialist.

## **Application Process**

- Each Hospital will arrange times for applications at 12 monthly intervals .This information to be permanently available for nursing staff.
- Written application to be made to the Nurse Unit Manager.
- Interview if required will be by The Deputy DON/ Nurse Unit Manager/Associate Nurse Unit Manager or Educator and one other.
- A recommendation will be made to the DON who will approve the appointment.
- The successful applicant will be notified in writing within 7 days. The pay office will be informed of the new classification at the same time, with implementation to occur from the next pay period.
- If the applicant is unsuccessful, they are to be notified of the outcome within 7 days. An explanation will be given to the applicant as to the reasons for the decision.
- SJGHC will implement an appeal process. The appeal is to be lodged by the applicant within 2 weeks of receiving the rejection letter and heard by the Appeal Committee within four weeks. The applicant may at this stage seek advice and assistance from the ANMF.
- Appeals will be directed to the DON or nominee. An independent panel will be convened, consisting of a DON or nominee, Nurse Unit Manager, CNS or other nominee as appropriate, other than those involved in the original decision.

## **Maintenance of CNS Classification**

- The CNS must complete a Performance Review & Development interview with the Nurse Manager each year. The format of this review is the same as for all Employees, with the addition of a checklist specific to the CNS role.
- This checklist requires the CNS to confirm & demonstrate that they continue to fulfil all the requirements of the position.
- Failure by the CNS to demonstrate that they continue to fulfil all requirements of the position may result in either a development plan to remedy the situation within 3 months or revocation of the CNS classification and reversion to the appropriate Grade 2 level.
- Nurses who have had CNS classification revoked may re-apply for the classification after 12 months.

## **SCHEDULE 4 – NURSE AFFILIATE**

### **Part 1 – Job Description**

#### **Function**

To provide Students of Nursing or Midwifery with an opportunity to gain a deeper understanding of the clinical environment within SJGHC. In return the Nurse Affiliate will provide under the direct supervision of a Registered Midwife or Registered Midwife (as applicable), safe, competent quality care and to contribute to the effective functioning of the Unit to which they are assigned.

#### **Relationship**

The Nurse Affiliate works collaboratively with all disciplines in the health care team. Nurse Affiliates are responsible to the Nurse Unit Manager and are accountable for her/his own standards of professional practice.

The position is graded as a Nurse Affiliate.

#### **Scope**

The Nurse Affiliate can be based in any of the wards/units, to facilitate a variety of clinical learning experiences.

The Nurse Affiliate will need to develop skills in dealing with relationships, which are flexible, particularly concerning the boundaries of authority, task, politics and identity.

Performance will be appraised from the results of the listed responsibilities and performance objectives.

Importance will also be given to ongoing fulfilment of the role specification.

The Nurse Unit Manager (NUM) and preceptor Midwife/Registered Nurse, prior to the completion of the three month review period will carry out formal appraisal.

#### **Responsibilities**

##### **Planning and Organisation**

- Demonstrates development of ability to be well organised and works systematically.
- Develops ability to establish and meet daily priorities of patient care.
- Demonstrates a developing knowledge of the various techniques of problem solving.

##### **Patient Care**

- Assists with assessment of the health status of the patient by interview, observation, family interview and by interpreting reports and other data.
- Actively participates in regular meetings and reviews of clinical standards.
- Demonstrates competency and precision when using manual skills and technical equipment specific to his/her unit.
- Demonstrates the ability to monitor patient care accurately.
- Communicates in a timely manner to senior staff.
- Recognises and responds to each patient as an individual and acts in a considerate and caring manner, always adopting the correct nursing procedures.
- Demonstrates personal responsibility for setting high outcome standards for his/her own work.

##### **Personal Skills**

- Develops work-related skills and demonstrates commitment to continuous development, education and safe practice.



- Demonstrates a professional approach with patients in dealing with confidential information.
- Accepts responsibility well and assists others to achieve work goals.
- Demonstrates accurate and objective documentation.
- Participates in Quality Improvement Activities where possible.
- Participates in in-service education as directed by the Nurse Unit Manager where possible.
- Participates positively in ongoing clinical competency based assessments as required by the Nurse Unit Manager.
- Demonstrates a sense of flexibility, positive outlook and commitment to ensure that the good morale of the team is maintained.

## **Part 2 - Scope of Practice**

- The task performed by a Nurse Affiliate will be to the level learnt as part of the curriculum and under direct supervision of a Registered Midwife/Registered Nurse.
- A Nurse Affiliate will maintain Clinical Progress Manual, a record of skills practised in the clinical setting.

## **Part 3 – Nurse Affiliate – Ward Selection Criteria**

### **Clinical Unit/Ward**

- Where a Nurse Affiliate can practise and further develop skills already gained in the Undergraduate Curriculum (eg. For a midwife student - Post and Ante Natal Wards - not SCU nor Delivery Suite before last semester of fourth year).
- Where there is suitable staff skills mix and a culture which supports learning.
- It is expected that Ward/Unit selection will be on a voluntary basis ie, students will only be placed in wards with agreement of NUM and ward staff.

**SCHEDULE 5 – WAGE RATES AND ALLOWANCES**

<b>Wages</b>							
			<b>Current (weekly)</b>	<b>FFPP 01 July 2021 (3%)</b>	<b>FFPP 01 July 2022 (2.5%)</b>	<b>FFPP 01 July 2023 (2.5%)</b>	<b>FFPP 01 July 2024 (1.5%)</b>
<b>Registered Nurse / Midwife</b>							
Grade 2	Year 1		\$1,188.40	\$1,224.05	\$1,254.65	\$1,286.02	\$1,305.31
	Year 2		\$1,255.30	\$1,292.96	\$1,325.28	\$1,358.42	\$1,378.79
	Year 3		\$1,322.20	\$1,361.87	\$1,395.91	\$1,430.81	\$1,452.27
	Year 4		\$1,394.00	\$1,435.82	\$1,471.72	\$1,508.51	\$1,531.14
	Year 5		\$1,465.30	\$1,509.26	\$1,546.99	\$1,585.67	\$1,609.45
	Year 6		\$1,534.80	\$1,580.84	\$1,620.37	\$1,660.87	\$1,685.79
	Year 7		\$1,613.20	\$1,661.60	\$1,703.14	\$1,745.71	\$1,771.90
	Year 8		\$1,678.50	\$1,728.86	\$1,772.08	\$1,816.38	\$1,843.62
Clinical Nurse / Midwife Specialist			\$1,746.70	\$1,799.10	\$1,844.08	\$1,890.18	\$1,918.53
Grade 3A			\$1,750.00	\$1,802.50	\$1,847.56	\$1,893.75	\$1,922.16
Grade 3B		Including Research	\$1,800.00	\$1,854.00	\$1,900.35	\$1,947.86	\$1,977.08
ANUM	Year 1		\$1,880.00	\$1,936.40	\$1,984.81	\$2,034.43	\$2,064.95
	Year 2		\$1,943.00	\$2,001.29	\$2,051.32	\$2,102.61	\$2,134.14
Grade 4A			\$1,900.00	\$1,957.00	\$2,005.93	\$2,056.07	\$2,086.91
Grade 4B			\$2,000.00	\$2,060.00	\$2,111.50	\$2,164.29	\$2,196.75
NUM			\$2,218.70	\$2,285.26	\$2,342.39	\$2,400.95	\$2,436.97
Grade 5	13-50 beds		\$2,100.00	\$2,163.00	\$2,217.08	\$2,272.50	\$2,306.59
	51-200 beds	Coordinator / Supervisor	\$2,150.00	\$2,214.50	\$2,269.86	\$2,326.61	\$2,361.51
	201-400 beds		\$2,200.00	\$2,266.00	\$2,322.65	\$2,380.72	\$2,416.43
	401-600 beds		\$2,200.00	\$2,266.00	\$2,322.65	\$2,380.72	\$2,416.43
	601+ beds		\$2,200.00	\$2,266.00	\$2,322.65	\$2,380.72	\$2,416.43
Nurse Practitioner	Year 1		\$2,100.00	\$2,163.00	\$2,217.08	\$2,272.50	\$2,306.59
	Year 2		\$2,200.00	\$2,266.00	\$2,322.65	\$2,380.72	\$2,416.43
Grade 6	51-100 beds		\$2,100.00	\$2,163.00	\$2,217.08	\$2,272.50	\$2,306.59
	101-200 beds		\$2,200.00	\$2,266.00	\$2,322.65	\$2,380.72	\$2,416.43
	201-300 beds		\$2,200.00	\$2,266.00	\$2,322.65	\$2,380.72	\$2,416.43
	301-400 beds		\$2,500.00	\$2,575.00	\$2,639.38	\$2,705.36	\$2,745.94
	401-500 beds		\$2,500.00	\$2,575.00	\$2,639.38	\$2,705.36	\$2,745.94
	501-700 beds		\$2,900.00	\$2,987.00	\$3,061.68	\$3,138.22	\$3,185.29
	701+ beds		\$2,900.00	\$2,987.00	\$3,061.68	\$3,138.22	\$3,185.29
Nurse Affiliate	Year 1		\$1,095.38	\$1,128.24	\$1,156.45	\$1,185.36	\$1,203.14
	Year 2		\$1,113.15	\$1,146.54	\$1,175.21	\$1,204.59	\$1,222.66
<b>Enrolled Nurse</b>							
Grade 1	Year 1		\$1,048.60	\$1,080.06	\$1,107.06	\$1,134.74	\$1,151.76
	Year 2		\$1,070.10	\$1,102.20	\$1,129.76	\$1,158.00	\$1,175.37
	Year 3		\$1,091.40	\$1,124.14	\$1,152.25	\$1,181.05	\$1,198.77
	Year 4		\$1,113.00	\$1,146.39	\$1,175.05	\$1,204.43	\$1,222.49
	Year 5		\$1,155.60	\$1,190.27	\$1,220.02	\$1,250.53	\$1,269.28
	Year 6		\$1,191.50	\$1,227.25	\$1,257.93	\$1,289.37	\$1,308.71
Grade 2	Year 1		\$1,126.20	\$1,159.99	\$1,188.99	\$1,218.71	\$1,236.99
	Year 2		\$1,151.30	\$1,185.84	\$1,215.48	\$1,245.87	\$1,264.56
	Year 3		\$1,176.60	\$1,211.90	\$1,242.20	\$1,273.25	\$1,292.35
	Year 4		\$1,201.70	\$1,237.75	\$1,268.69	\$1,300.41	\$1,319.92
	Year 5		\$1,226.80	\$1,263.60	\$1,295.19	\$1,327.57	\$1,347.49
	Year 6		\$1,239.50	\$1,276.69	\$1,308.60	\$1,341.32	\$1,361.44
	Year 7		\$1,252.00	\$1,289.56	\$1,321.80	\$1,354.84	\$1,375.17
Grade 3	Year 1		\$1,314.80	\$1,354.24	\$1,388.10	\$1,422.80	\$1,444.14
	Year 2		\$1,361.80	\$1,402.65	\$1,437.72	\$1,473.66	\$1,495.77
	Year 3		\$1,383.90	\$1,425.42	\$1,461.05	\$1,497.58	\$1,520.04

Allowances							
Shift		Clause	Current	FFPP 01 July 2021	FFPP 01 July 2022	FFPP 01 July 2023	FFPP 01 July 2024
Shift	Early (per shift)	24(a)(i)	\$29.69	\$30.58	\$31.35	\$32.13	\$32.61
	Afternoon (per shift)	24(a)(i)	\$29.69	\$30.58	\$31.35	\$32.13	\$32.61
	Night (per shift)	24(a)(ii)	\$79.67	\$82.06	\$84.11	\$86.21	\$87.51
Laundry							
	Per day	48(a)	\$0.47	\$0.48	\$0.50	\$0.51	\$0.52
On call							
	Per hour	46(a)	\$4.00	\$5.67	\$5.81	\$5.96	\$6.05
Meal							
	>1 Hour	50(a)(i)	\$13.05	\$13.44	\$13.78	\$14.12	\$14.33
	>4 Hours	50(a)(i)	\$10.44	\$10.75	\$11.02	\$11.30	\$11.47
	>5 Hours on Sat/Sun or RDO	50(a)(ii)	\$13.05	\$13.44	\$13.78	\$14.12	\$14.33
	>9Hours on Sat/Sun or RDO	50(a)(ii)	\$10.44	\$10.75	\$11.02	\$11.30	\$11.47
Qualification (per hour)							
	Hospital / Grad Cert	44(b)	\$1.41	\$1.45	\$1.49	\$1.53	\$1.55
	Post Grad Diploma or Degree	44(c)	\$2.29	\$2.36	\$2.42	\$2.48	\$2.52
	Masters	44(d)	\$2.64	\$2.72	\$2.79	\$2.86	\$2.90
	PhD	44(e)	\$3.53	\$3.64	\$3.73	\$3.82	\$3.88
Vehicle (per km)							
	2600cc and above	47	\$1.19	\$1.19	\$1.19	\$1.19	\$1.19
	1600-2600cc	47	\$0.99	\$0.99	\$0.99	\$0.99	\$0.99
	Motorcycle	47	\$0.56	\$0.56	\$0.56	\$0.56	\$0.56
Domiciliary							
	Per hour	45	N/A	\$1.00	\$1.00	\$1.00	\$1.00
Change of Roster							
	Per occasion	22(e)	\$33.06	\$34.05	\$34.90	\$35.78	\$36.31

## **SCHEDULE 6 – LETTER OF APPOINTMENT**

The letter of appointment will contain the following information:

1. Name of Employer.
2. Employee's classification.
3. The workplace/location where the person is to be situated.
4. The name of the Agreement which contains their terms and conditions of employment.
5. Their mode of employment, ie: whether full-time, part-time or casual/bank.
6. Fortnightly hours will be defined and for part-time Employees (by mutual agreement) additional shifts may be added. Shifts will be worked in accordance with roster. Payment of additional shifts will not be at casual rates. If you agree to work regular additional shifts your letter of appointment will be varied accordingly.
7. Date of commencement.
8. Acknowledgment (where applicable) of prior service/entitlements to sick leave, long service, etc.
9. Other information as required depending on the nature of the position.
10. Relevant qualifications and allowances payable.

## **SCHEDULE 7 – 12 HOUR SHIFT ROSTER PROVISIONS**

- (a) Where there is mutual agreement between the Employer and an Employee, shift lengths may be worked in accordance with the following principles:
  - (i) The span of hours must be no greater than 12.5 hours.
  - (ii) 12 hour shifts will include a 20 minute paid meal break, and a 30 minute unpaid meal break, except where the Employee is unable to take the unpaid meal break.
  - (iii) There shall be no extension of work beyond 12 ordinary hours (ie. No overtime should be worked before or after a 12 hour shift) except in emergency situations. In this instance, the provisions of Clause 26 – Overtime will apply.
  - (iv) A minimum break of 11.5 hours must be rostered between each 12 hour shift.
  - (v) No more than 4 consecutive shifts must be worked.
  - (vi) There will be a reasonable distribution of days off between blocks of shifts.
- (b) 12 hour shifts are voluntary. Participation in the 12 Hour Shift Roster is at the sole discretion of the individual Employee. Pressure or coercion to participate or not to participate in the 12 Hour Shift Roster is strictly prohibited.
- (c) An Employee who wishes to participate in the 12 Hour Shift Roster shall advise their Nurse Unit Manager in writing that they wish to do so. The Employee must give a minimum of 8 weeks' notice to the Nurse Unit Manager. Following provision of the requisite notice period, the Employee shall then be entitled to commence working 12-hour shifts in the next roster period. Earlier commencement to work 12-hour shifts may occur by agreement between the Employee and Nurse Unit Manager.
- (d) An Employee may cease working 12-hour shifts by advising the Nurse Unit Manager to that effect in writing. A full roster period of notice to cease working 12-hour shifts should be provided to the Nurse Unit Manager except in unusual or exceptional circumstances. If less than a roster period of notice is given, the Nurse Unit Manager shall endeavour to accommodate the Employee's request, with agreement not to be unreasonably withheld.
- (e) Any Employee ceasing 12-hour shifts shall revert to the shift arrangements that applied to that Employee immediately prior to commencing 12-hour shifts, unless otherwise mutually agreed. An Employee without an alternative shift arrangement to 12 hour shifts, and who ceases working 12 hour shifts, will work a roster consistent with the shift length referred to in Clause 20 – Hours of Work, Hours for an ordinary weeks work, and their contracted hours, unless otherwise mutually agreed.

### **Additional Shifts**

- (f) In exceptional circumstances only, a full-time Employee may, through agreement between management and the Employee, work up to one additional shift in any 4 week period to cover for unplanned Employee absences. Any such shift shall be regarded as overtime with all of the overtime provisions of the Agreement observed. Additional shifts shall be strictly controlled and closely monitored by the Nurse Unit Manager.

### **Shift Allowances and Payment for Saturday and Sunday Work**

- (g) Allowances contained within Clause 24 – Shift Work and Clause 23 – Saturday and Sunday Work will apply to 12 hour shifts.
- (h) Where an Employee works a shift that would satisfy the criteria for multiple shift allowances under Clause 24 – Shift Work, only the highest allowance shall be payable. That is, if both an "Early and Afternoon Shift" and "Night Shift" allowance apply, the "Night Shift" allowance shall prevail.
- (i) For the avoidance of doubt, if an allowance is applicable under Clause 24 – Shift Work and Clause 23 – Saturday and Sunday Work, both allowances will apply.

**Payment of Salaries (Ordinary Hours–Full-time Employees (12 hours))**

- (j) Full-time Employees shall be rostered to work a total of 228 ordinary hours in any 6-week cycle, and having regard to provisions of subclause (a) above.
- (k) Full-time Employees will be paid 76 ordinary hours per fortnight regardless of the number of hours worked in that fortnight, provided that any time worked in excess of 228 ordinary hours in any 6-week cycle will be paid as overtime.

**SIGNATORIES**

I am authorised to sign this Agreement on behalf of ST JOHN OF GOD HEALTHCARE INC.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME AND TITLE

Address: Level 1, 556 Wellington Street  
PERTH WA 6000

Date:

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I am authorised to sign this Agreement on behalf of the AUSTRALIAN NURSING AND MIDWIVES FEDERATION (Victoria Branch)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME AND TITLE

Address: 535 Elizabeth Street  
MELBOURNE VIC 3000

Date:

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I am authorised to sign this Agreement on behalf of the HEALTH WORKERS UNION

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME AND TITLE

Address: Level 5, 222 Kings Way  
SOUTH MELBOURNE VIC 3205

Date: