[2012] FWAA 8824

FAIR WORK AUSTRALIA

DECISION

Fair Work Act 2009
s.185—Enterprise agreement

St John of God Care Inc. T/A St John of God Health Choices
(AG2012/8319)

ST JOHN OF GOD HEALTH CARE INC TRADING AS ST JOHN OF GOD HEALTH CHOICES, HOME CARE NURSES (VICTORIA) ENTERPRISE AGREEMENT 2012

Health and welfare services

DEPUTY PRESIDENT HAMILTON MELBOURNE, 16 OCTOBER 2012

Application for approval of the St John of God Health Care Inc trading as St John of God Health Choices, Home Care Nurses (Victoria) Enterprise Agreement 2012.

[1] An application has been made for approval of an enterprise agreement known as the *St John of God Health Care Inc trading as St John of God Health Choices, Home Care Nurses (Victoria) Enterprise Agreement 2012* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by St John of God Care Inc. T/A St John of God Health Choices. The agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Australian Nursing Federation being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2), I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54, will operate from 23 October 2012. The nominal expiry date of the Agreement is 30 June 2015.

DEPUTY PRESIDENT

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ST JOHN OF GOD
Health Choices

ST JOHN OF GOD HEALTH CHOICES

HOME CARE NURSES (VICTORIA)

ENTERPRISE AGREEMENT 2012

30-08-12

ENTERPRISE AGREEMENT

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The Agreement is arranged as follows:

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2. NAME OF THE AGREEMENT

This Agreement shall be called the *St John of God Health Care Inc trading as St John of God Health Choices, Home Care Nurses (Victoria) Enterprise Agreement 2012* ('the Agreement').

3. PARTIES TO THE AGREEMENT

The parties to this Agreement are:

(a) St John of God Health Care Inc (ABN 21 930 207 958) trading as St John of God Health Choices; and

(b) Caregivers employed by the Employer in Victoria in accordance with Clause 4 and as classified in Schedule 1 of this Agreement.

4. SCOPE OF THE AGREEMENT

This Agreement contains all the terms and conditions of employment for caregivers covered by the agreement and shall apply to all nursing caregivers who are employed by the Employer in the State of Victoria and work for the St John of God Health Choices division.

5. DATE AND PERIOD OF OPERATION

This Agreement shall commence operation from the 7th day after the agreement is approved by Fair Work Australia (FWA) and shall remain in force until 30th June 2015 and thereafter in accordance with the *Fair Work Act 2009*.

The parties agree that discussions shall commence for a new Agreement no later than four 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 caregivers.

7. CONSULTATION REGARDING CHANGE

(a) This term applies if 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 caregivers of the Employer.

(b) The employer must notify the relevant caregivers of the decision to introduce the major change. The relevant caregivers may appoint a representative for the purposes of the procedures in this term. If a relevant caregiver appoints, or relevant caregivers appoint, a representative for the purposes of consultation; and the caregiver or caregivers 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 caregivers:
(i) the introduction of the change; and
(ii) the effect the change is likely to have on the caregivers; and
(iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the caregivers; and

(d) For the purposes of the discussion — provide, in writing, to the relevant caregivers all relevant information about the change including the nature of the change proposed; and information about the expected effects of the change on the caregivers; and any other matters likely to affect the caregivers.

(e) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant caregivers.

(f) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant caregivers.

(g) If a term in the enterprise 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 caregivers*** if it results in the termination of the employment of caregivers; or major change to the composition, operation or size of the employer's workforce or to the skills required of caregivers; 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 caregivers; or the need to relocate caregivers to another workplace; or the restructuring of jobs.

(i) In this term, ***relevant caregivers*** means the caregivers who may be affected by the major change.

(j) The Parties have agreed, during the first 12 months of this Agreement, to examine and develop criteria for a "senior road nurse" (however titled), noting that such position shall be substantially clinical in nature and shall include, however is not limited to, the supervision and mentoring of other caregivers.

(k) The parties agree to review, over the life of the Agreement, the classification descriptors contained within this Agreement to ensure that they are consistent with operational and practice requirements.

8. 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 Caregiver or Caregivers concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the Caregiver or Caregivers 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 Fair Work Australia 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 a Caregiver has a reasonable concern about an imminent risk to his or her health or safety.

(e) If arbitration is necessary FWA 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, Caregiver grievances are included in the matters to be dealt with in accordance with the dispute resolution procedure of the Agreement.

9. RELATIONSHIP TO THE NATIONAL EMPLOYMENT STANDARDS

Entitlements in accordance with the National Employment Standards ("NES") are provided for under the *Fair Work Act 2009*. 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 a Caregiver 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 Caregiver. The provisions in this Agreement otherwise apply.

10. DEFINITIONS

For the purposes of this Agreement:

(a) **FWA** shall mean Fair Work Australia.

(b) **Caregiver** means a Registered or Enrolled Nurse employed by St John of God Health Care Inc., trading as St John of God Health Choices in the State of Victoria and as classified in Schedule 1 of this Agreement.

(c) **Employer** shall mean St John of God Health Care Inc., trading as St John of God Health Choices. The employer may also be referred to in the Agreement as 'SJGHC';

(d) **Standard rate** means the minimum wage for a Registered Nurse—Level 1 Year 1 in Appendix 1.

11 PHILOSOPHY, VISION, MISSION & VALUES OF ST JOHN OF GOD HEALTH CHOICES

St John of God Health Choices is committed to the dignity and worth of each person. We believe that work is a major forum in which we express and develop our dignity and grow towards fullness in human living.

We believe that conditions of work must be such that each person has the freedom and resources needed for growth and development towards wholeness.

St John of God Health Choices is committed to the development and maintenance of an organisational culture that is person focused, committed to the Christian ministry of healing, and to the processes of Quality Caring.

St John of God Health Choices has an organisational culture that promotes, encourages and facilitates individual and organisational growth and development towards quality service provision.

It allows for flexibility and mutuality in the arrangements of working conditions.

It is a culture that leads to greater job satisfaction and ever improving quality of patient care and services.

Through reflection on our history and traditions, St John of God Health Choices delivers its Mission through the following five values:

Hospitality
Hospitality is a welcoming openness to all: to the familiar and the mystery of self, people, ideas, experience, nature and to God.

Compassion
Compassion is a feeling with another in their discomfort or suffering, striving to understand the other's experience, with a willingness to reach out in solidarity.

Respect
Respect is the attitude which treasures the unique dignity of every person and recognises the sacredness of all creation.

Justice
Justice is a balanced and fair relationship with our self, our neighbour, all of creation and with God.

Excellence
Excellence is giving the optimum of care and service within the scope of available resources.

Involvement in this Agreement results in mutual commitment to the following:

St John of God Health Choices:

1. The provision of fair employment conditions.
2. Maintenance of safe working environments.
3. Opportunities for growth and development for each Caregiver.
4. Resources to facilitate optimum work processes and quality of services.
5. Participation in continual improvement of all work processes.
6. Provision of information and training to enable each Caregiver to understand and fulfil his or her obligations under this Agreement and to apply safe work practices.
7. Non requirement of Caregivers to perform duties outside their competence.
8. Provision of a regular cycle of appraisal and review of performance and developmental needs.
9. Involvement of Caregivers as participants in the general functioning of the workplace.

Each Caregiver:

1. Provision of an honest day's work in accordance with the relevant Position Description.

2. Positive participation in the desired organisational culture.
3. Involvement in learning that will facilitate personal and professional growth and development.
4. Observance of appropriate safety and security regulations.
5. Observance of the Employer's policies and procedures.
6. Participation in a regular cycle of appraisal and review of performance and developmental needs.

12 WAGES

(a) Wages will be determined as follows:-

Column 1 Appendix 1 Refers	*Column 2 3%*	*Column 3 3%*

(b) The wage increases in subclause (a) hereof shall be payable as follows:-

(i) The amount shown in Column 1 shall be payable from the beginning of the first full pay period to commence on or after 1 September 2012.

(ii) The amount shown in Column 2 shall be payable from the beginning of the first full pay period to commence on or after 1 September 2013.

(iii) The amount shown in Column 3 shall be payable from the beginning of the first full pay period to commence on or after 1 September 2014.

(c) Any further wage increase shall be at the discretion of the Employer, unless the rate of pay falls below the Modern Award rate (with reference to the transitional provisions), in such circumstances the rate of pay shall default to the minimum rate prescribed in accordance with the relevant Modern Award rate (with reference to the transitional provisions).

(d) Rates of pay as increased by this Agreement are set out in Appendix 1.

(e) The loadings for casual caregivers as per this Agreement shall be calculated and paid in accordance with Appendix 1 of the Agreement.

13. PAYMENT OF WAGES

(a) Subject to any individual arrangements between an employer and a caregiver, wages shall be paid fortnightly no later than a Thursday.

(b) On or prior to the pay day the employer shall state to each caregiver in writing the amount of wages to which he or she is entitled, the amount of deductions therefrom, and the net amount being paid to him or her.

14. SUPERANNUATION

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

(b) "The Fund" for the purpose of this Agreement shall mean:

(i) Health Employees' Superannuation Trust Australia (HESTA) fund;
(ii) National Catholic Fund;
(iii) Private Hospital Employee' Superannuation Fund;
(iv) Health Super;
(v) Such other complying fund or scheme nominated by the Caregiver.

And shall participate in accordance with the trust fund deeds.

(c) In addition to the Organisation's statutory contributions to the Fund a caregiver may make additional contribution from their salary and on receiving written authorisation from the caregiver the Organisation must commence making contributions to the Fund in accordance with the Superannuation Guarantee Charge Act 1992.

(d) Superannuation fund payments will be made in accordance with trust fund deeds.

15. HOURS OF WORK

Ordinary hours of work

(a) The ordinary hours of work for a full-time caregiver will be an average of 38 hours per week, 76 hours per fortnight or 152 hours over 28 days.

(b) The shift length or hours of work per day will be a maximum of 10 hours exclusive of meal breaks.

(c) The hours of work on any day will be continuous except for meal breaks.

Span of hours

(d) The ordinary hours of work for a day worker will be between 6.00 am and 6.00 pm Monday to Friday.

(e) A shiftworker is a caregiver who is regularly rostered to work their ordinary hours of work outside the ordinary hours of work of a day worker as defined in clause 22.

16. Rest breaks between rostered work

A caregiver will be allowed a rest break of eight hours between the completion of one ordinary work period or shift and the commencement of another ordinary work period or shift.

Broken Shifts

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

(h) Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with clause 29—Shiftwork, with shift allowances being determined by the commencing time of the broken shift.

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

(j) A caregiver must receive a minimum break of 10 hours between broken shifts rostered on successive days.

16. TYPES OF EMPLOYMENT

Caregivers under this Agreement will be employed in one of the following categories:

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

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

17. FULL-TIME EMPLOYMENT

A caregiver who is ready, willing and available to work a full week of 38 hours as and when required by the employer shall be entitled to the full weekly wage prescribed herein irrespective of the number of hours worked not exceeding 38.

18. PART-TIME EMPLOYMENT

(a) A part-time caregiver is one who is employed and who is ready, willing and available 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 Caregiver 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 provisions of this Agreement in respect to annual leave, personal/ carers leave and holidays shall apply on a pro rata basis to part-time caregivers.

19. CASUAL EMPLOYMENT

(a) A casual caregiver is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by an employer in accordance with the employer's requirements, without the requirement of prior notice by either party, but does not include a caregiver who could properly be classified under clauses Full-time employment or Part-time employment.

(b) A casual caregiver shall be paid for all work done on weekdays an amount equal to 1/38th of the weekly wage appropriate to the caregiver's classification per hour plus 25%. A casual caregiver will be paid a minimum of 1 hour for each engagement.

(c) A casual caregiver will be paid shift allowances calculated on the ordinary rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.

(d) In addition a casual caregiver shall be entitled to receive the appropriate uniform and other allowances contained in this agreement.

(e) The provisions of clause 35 – Termination of employment, clause 28 – Annual leave and clause 30 – Personal/ Carers Leave (except in so far as it expressly applies to casual caregivers), shall not apply in the case of a casual caregiver.

(f) Caring responsibilities

(i) Subject to the evidentiary and notice requirements in the personal/ caregivers leave clause, casual caregivers are entitled to not be available to attend work, or to leave work:

(ii) if they need to care for members of their immediate family or household who are sick and require care or support, or who require care or support due to an unexpected emergency.

(iv) The employer and the caregiver shall agree on the period for which the caregiver will be entitled to not be available to attend work. In the absence of agreement, the caregiver is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The caregiver is not entitled to any payment for the period of non-attendance.

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

20. ALLOWANCES

The following allowances do not apply to caregivers classified at Registered nurse levels 4 or 5.

(a) Adjustment of expense related allowances

The monetary allowances prescribed under this clause shall be adjusted in accordance with the percentage increases provided for under the wages clause of this Agreement.

(b) Uniform and laundry allowances

(i) Caregivers required by the employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to caregivers. Such items are to remain the property of the employer and be laundered and maintained by such employer free of cost to the caregiver.

(ii) Instead of the provision of such uniforms, the employer may, by agreement with the caregiver, pay such caregiver a uniform allowance at the rate of $1.23 per shift or part thereof on duty or $6.24 per week, whichever is the lesser amount. Where such caregiver's uniforms are not laundered by or at the expense of the employer, the caregiver will be paid a laundry allowance of $0.32 per shift or part thereof on duty or $1.49 per week, whichever is the lesser amount.

(iii) The uniform allowance, but not the laundry allowance, will be paid during all absences on leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days. Where, prior to the taking of leave, a caregiver was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.

(c) Clinical On call allowance

(i) A clinical on call allowance is paid to a caregiver who is required by the employer to be on call at their private residence, or at any other mutually agreed place in order to provide clinical advice over the telephone or, alternatively, to be recalled to their place of employment. The caregiver is entitled to receive the following additional amounts for each 24 hour period or part thereof:

(1) between rostered shifts or ordinary hours Monday to Friday inclusive–2.35% of the standard rate- per 24 hour period;

(2) between rostered shifts or ordinary hours on a Saturday–3.54% of the standard rate- per 24 hour period; or

(3) between rostered shifts or ordinary hours on a Sunday, public holiday or any day when the caregiver is not rostered to work–4.13% of the standard rate per 24 hour period.

(ii) For the purpose of this clause the whole of the on call period is calculated according to the day on which the major portion of the on call period falls.

(iii) Should a caregiver, who is rostered on-call to provide clinical advice, receive such a request via telephone, then that caregiver shall be paid a maximum of one hour of pay at their ordinary hourly rate.

(iv) When on-call, a caregiver may claim a maximum of five hours of pay at their ordinary hourly rate for the provision of such clinical advice as contained in Clause 20 (c) (iii), provided that each request for clinical advice is distinct in nature and is in reference to a different client.

(e) Regional & Rural On-Road Travelling Allowance

A caregiver who is employed at a Rural/Regional Health Choices site will be paid an allowance of $2.00 per hour for all hours worked including, where applicable, for contracted hours during periods of approved leave.

(f) Motor Vehicle arrangements

(i) A caregiver required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of not less than $0.74 per kilometre.

(ii) Notwithstanding subclause (i), the Employer and the employee may make other arrangements in lieu of subclause (i) provided that such arrangements are no less favourable to the employee.

21. ROSTERS

(a) Caregivers will work in accordance with a fortnightly roster fixed by the employer.

(b) The roster will set out caregivers' daily ordinary working hours and starting and finishing times and will be displayed in a place conveniently accessible to caregivers at least seven days before the commencement of the roster period.

(c) Unless the employer otherwise agrees, a caregiver desiring a roster change will give seven days notice except where the caregiver is ill or in an emergency or as provided in subclause (e).

(d) Seven days' notice of a change of roster will be given by the employer to a caregiver. Except that, a roster may be altered at any time to enable the functions of the Employer to be carried out where another caregiver is absent from work due to illness or in an emergency. Where any such alteration requires a caregiver working on a day which would otherwise have been the caregiver's day off, the day off instead will be as mutually arranged.

(e) Client cancellation

(i) Where a client cancels or changes the rostered home care service, a caregiver will be provided with notice of a change in roster by 5.00 pm the day prior and in such circumstances no payment will be made to the caregiver. If a full-time or part-time caregiver does not receive such notice, the caregiver will be entitled to receive payment for their minimum specified hours on that day.

(ii) The employer may direct the caregiver to make-up time equivalent to the cancelled time, in that or the subsequent fortnightly period. This time may be made up working with other clients or in other areas of the employer's business providing the caregiver has the skill and competence to perform the work.

22. HIGHER DUTIES

(a) A caregiver, who is required to relieve another caregiver in a higher classification than the one in which they are ordinarily employed will be paid at the higher classification rate provided the relieving is for three days or more.

(b) Higher duties allowance does not apply to Registered Nurse levels 4 and 5.

23. MEAL INTERVALS AND REST INTERVALS

Meal breaks

(a) A caregiver who works in excess of five hours will be entitled to an unpaid meal break of 30 minutes.

(b) Where a caregiver is required to work during a meal break such caregiver shall be paid at the ordinary hourly rate for such time worked. Where possible the unpaid meal interval shall be taken at a later time during the rostered shift.

Tea breaks

(c) Every caregiver will be entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between the caregiver and employer.

(d) Subject to agreement between the employer and caregiver, such breaks may alternatively be taken as one 20 minute tea break.

(e) Tea breaks will count as time worked.

24. OVERTIME

Overtime penalty rates

(a) Hours worked in excess of the ordinary hours on any day or shift prescribed in clause 15 (a) to (c) pertaining to ordinary hours of work, are to be paid as follows:

(i) Monday to Saturday (inclusive)–time and a half for the first two hours and double time thereafter;

(ii) Sunday–double time;

(iii) Public holidays–double time and a half.

(b) Overtime penalties as prescribed in clause (a) do not apply to Registered Nurse levels 4 and 5.

(c) Overtime rates under this clause will be in substitution for and not cumulative upon the shift premiums prescribed in clause—Shiftwork.

(d) Part-time caregivers

All time worked by part-time caregivers in excess of ten (10) hours in a day or an average of 38 hours in a week (76 hours in a fortnight) will be overtime and will be paid as prescribed in clause (a).

Time off instead of payment for overtime

(e) By agreement between the employer and caregiver, a caregiver may take time off instead of receiving payment for overtime at a mutually agreed time.

(f) The caregiver may take one hour of time off for each hour of overtime plus a period of time equivalent to the overtime penalty incurred.

Rest period after overtime

(g) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that caregivers have at least 10 consecutive hours off duty between the work of successive days or shifts, including overtime.

(h) A caregiver, other than a casual caregiver, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime, until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such a absence.

(i) If, on the instruction of the employer, a caregiver resumes or continues to work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until released from duty for such period. The caregiver will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.

Rest break during overtime

(j) A caregiver working overtime will take a paid rest break of 20 minutes after each four hours of overtime worked if required to continue to work after the break.

Recall to work when on call

(k) A caregiver, who is required to be on call and who is recalled to work, will be paid for a minimum of three hours work at the appropriate overtime rate.

Recall to work when not on call

(l) A caregiver who is not required to be on call and who is recalled to work after leaving the employer's premises will be paid for a minimum of three hours work at the appropriate overtime rate.

(m) The time spent travelling to and from the place of duty will be deemed to be time worked. Except that, where a caregiver is recalled within three hours of their rostered commencement time, and the caregiver remains at work, only the time spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment.

(n) If a caregiver is recalled to work, the caregiver will be provided with transport to and from their home or will be refunded the cost of such transport.

25. SHIFT WORK

Shift penalties

(a) Where an employee works a rostered afternoon shift between Monday and Friday, the employee will be paid a loading of 12.5% of their ordinary rate of pay.

(b) Where an employee works a rostered night shift between Monday and Friday, the employee will be paid a loading of 15% of their ordinary rate of pay.

(c) The provisions of this clause do not apply where an employee commences their ordinary hours of work after 12.00 noon and completes those hours at or before 6.00 pm on that day.

(d) For the purposes of this clause:

(i) Afternoon shift means any shift commencing not earlier than 12.00 noon and finishing after 6.00 pm on the same day; and

(ii) Night shift means any shift commencing on or after 6.00 pm and finishing before 7.30 am on the following day.

(e) The shift penalties prescribed in this clause will not apply to shiftwork performed by an employee on Saturday, Sunday or public holiday where the extra payment prescribed by clause 26—Saturday and Sunday work and clause 29—Public holidays applies.

(f) Existing shift penalties shall be adjusted in accordance with the transitional arrangements specified in the *Nurses Award 2010*.

(g) The provisions of this clause will not apply to Registered nurse levels 4 and 5.

26. SATURDAY AND SUNDAY WORK

(a) Where an employee, other than a day worker, is rostered to work ordinary hours between midnight Friday and midnight Saturday, the employee will be paid a loading of 50% of their ordinary rate of pay for the hours worked during this period.

(b) Where an employee, other than a day worker, is rostered to work ordinary hours between midnight Saturday and midnight Sunday, the employee will be paid a loading of 75% of their ordinary rate of pay for the hours worked during this period. Existing penalty arrangements for Sunday work shall transition in accordance with the following schedule:

(i) 1st July 2011 = 50% Loading
(ii) 1st July 2012 = 62.5% Loading
(iii) 1st July 2013 = 75% Loading

subclause (b) and thereafter, to unpaid special maternity leave.

27. PARENTAL LEAVE

(a) Caregivers are entitled to parental leave in accordance with the provisions of the *Fair Work Act 2009,* as amended from time to time.

(b) Permanent Caregivers eligible for parental leave in accordance with subclause (a) shall be entitled to the following paid parental leave:

(i) Ten weeks paid maternity, adoption leave or two weeks' paid birth partner/ paternity leave shall be given to any permanent Caregiver who qualifies for maternity and adoption leave and birth/ adoption partner leave under the provisions of the Agreement.

(ii) Payment shall be made at the commencement of leave and paid at the Caregiver's ordinary weekly rate of pay. The payment shall be calculated by averaging the Caregiver'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 sub-clause (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) A Caregiver 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 Caregiver is fit to work for the final six weeks of confinement or part thereof.

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.

(d) Right to request

(i) A Caregiver entitled to parental leave pursuant to the provisions of clause 21 may request the employer to allow the Caregiver:

(1) to extend the one week of simultaneous unpaid parental leave up to a maximum of eight weeks;

(2) to extend the 52 weeks of unpaid parental leave by a further continuous period of leave not exceeding 12 months;

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

to assist the Caregiver in reconciling work and parental responsibilities.

(ii) The employer shall consider the request having regard to the Caregiver's circumstances and, provided the request is genuinely based on the Caregiver'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.

(iii) Caregiver's request and the employer's decision to be in writing

The Caregiver's request and the employer's decision made under (i) and (ii) must be recorded in writing

(iv) Request to return to work part-time

Where a Caregiver wishes to make a request under (d)(i)(3), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Caregiver is due to return to work from parental leave.

(e) 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:

(1) 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. ANNUAL LEAVE

(a) Entitlement to annual leave

(i) For each year of service with his or her employer, a caregiver is entitled to 4 weeks of paid annual leave. Part-time employees entitlement is on a pro-rata basis.

(ii) In addition to the entitlement prescribed in paragraph (a)(i), full-time caregivers are entitled to an additional week of annual leave on the same terms and conditions effective from the first full pay period on or after 1 January 2011. Part-time employees are entitled to the additional week on a pro-rata basis.

(b) A shift worker, as defined herein, is entitled to an additional weeks annual leave. This entitlement is in addition to the annual leave entitlement prescribed in subclause (a) above. For the purposes of subclause (b) a shiftworker is defined as a caregiver who:

(i) is regularly rostered over seven days a week; and

(ii) regularly works on weekends.

(c) Accrual of leave

A caregiver's entitlement to paid annual leave accrues progressively during a year of service according to the caregiver's ordinary hours of work, and accumulates from year to year.

(d) Taking paid annual leave

(i) Paid annual leave may be taken for a period agreed between a caregiver and his or her employer. The employer must not unreasonably refuse to agree to a request by the caregiver to take paid annual leave.

(ii) Notwithstanding paragraph (d) (i), annual leave will be given and taken within six months of the caregiver becoming entitled to annual leave of more than five weeks.

(e) Caregiver not taken to be on paid annual leave at certain times

Public holidays

(i) If the period during which a caregiver takes paid annual leave includes a day or part-day that is a public holiday in the place where the caregiver is based for work purposes, the caregiver is taken not to be on paid annual leave on that public holiday.

Other periods of leave

(ii) If the period during which a caregiver takes paid annual leave includes a period of any other leave (other than unpaid parental leave) under the leave entitlements prescribed under the National Employment Standards ('NES'), or a period of absence from employment for the purposes of community service leave as prescribed in the NES, the caregiver is taken not to be on paid annual leave for the period of that other leave or absence.

(f) Payment for annual leave

If, in accordance with this Clause, a caregiver takes a period of paid annual leave, the caregiver will be paid the amount of wages they would have received for ordinary time worked had they not been on leave during that period.

(g) Annual leave loading

(i) In addition to their ordinary pay, a caregiver, other than a shiftworker, will be paid an annual leave loading of 17.5% of their ordinary pay on a maximum of 152 hours/four weeks annual leave per annum.

(ii) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:

(a) an annual leave loading of 17.5% of ordinary pay; or

(b) the weekend and shift penalties the caregiver would have received had they not been on leave during the relevant period.

(h) Payment of annual leave on termination

On the termination of their employment, a caregiver will be paid their pro rata accrued annual leave.

(i) Except as provided in subclauses (i) and (j) of this clause, payment for annual leave shall not be made or accepted in lieu of annual leave.

(j) Pay in lieu of an amount of annual leave

(i) Upon receipt of a written request by a Caregiver, the Employer may authorise, in writing, the Employee to receive pay in lieu of an amount of annual leave.

(1) Paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and

(2) Where a Caregiver forgoes an entitlement to take an amount of annual leave, the caregiver must be paid at least the full amount that would have been payable to the caregiver had the caregiver taken the leave that the caregiver has forgone.

(3) In accordance with the provisions of subclause (g) of this Clause, annual leave loading shall also be payable on annual leave paid in lieu.

29. PUBLIC HOLIDAYS

(a) Caregivers shall be entitled to gazetted public holidays, which apply in the State in which they are employed, without loss of pay.

Payment for work done on public holidays

(b) All work done by a caregiver during their ordinary shifts on a public holiday, including a substituted day, will be paid at double time of their

ordinary rate of pay. Existing penalty arrangements shall be subject to the transitional arrangements specified in the *Nurses Award 2010.*

Public holiday substitution

(c) An employer and the caregivers may, by agreement, substitute another day for a public holiday.

Public holidays occurring on rostered days off

(d) All full-time caregivers will receive a day's ordinary pay for public holidays that occur on their rostered day off except where the public holidays fall on Saturday or Sunday with respect to Monday–Friday caregivers.

Public Holidays and Part-time caregivers

(e) In determining whether a part-time caregiver who works a rotating roster is entitled to receive Agreement benefits for a particular public holiday not worked, the Employer will determine this by reviewing the roster pattern of the individual over the preceding six months. If the rosters show that the caregiver has worked 50% or more on the days on which a particular public holiday falls, the caregiver shall be entitled to receive the 'rostered off' benefit for that public holiday.

30. PERSONAL CARERS LEAVE

a. Accrual of Personal Leave

(i) Subject to the following limitations and conditions, a full time caregiver is entitled to the following amount of paid personal leave:

(1) up to 7 hours and 36 minutes, for each month of service in the first year of service;

(2) up to 106 hours and 24 minutes, in each year in the second, third and fourth years of service;

(3) up to 159 hours and 36 minutes, in the fifth and following years of service.

(ii) In respect of part-time employees, the entitlement shall be on a pro rata basis of time worked.

(iii) Paid personal/carer's leave is cumulative.

(b) Notice and Evidence

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

(ii) Each caregiver shall notify her/his employer of an absence from work due to illness or injury prior to the commencement of her/his rostered shift or as soon as practicable thereafter and shall, as far as possible, inform the employer of the estimated duration of the absence.

(c) Carers Leave

(i) A caregiver, other than a casual caregiver, with responsibilities in relation to a member of their immediate family or household as defined in the Compassionate Leave clause of this Agreement, who requires the caregiver's care and support because of a personal illness or injury affecting the member or there is an unexpected emergency affecting the member, shall be entitled to use, in accordance with this subclause, any current or accrued personal leave entitlement, provided for in clause (a), for such absences. Such leave may be taken for part of a single day.

(ii) The caregiver shall, if required, establish, either by production of a certificate from a registered health practitioner, the illness/ injury of the person concerned and that the illness/ injury is such as to require care by another person. In normal circumstances, a caregiver must not take caregiver's leave under this subclause where another person has taken leave to care for the same person.

(iii) A caregiver shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person's relationship to the caregiver, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the caregiver to give prior notice of absence, the caregiver shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(d) Unpaid Leave for Family Purpose

(i) Where a caregiver has exhausted all paid personal leave entitlements, he or she is entitled to take unpaid personal leave to

care for members of his or her immediate family or household who are sick and require care or support or who require care due to an unexpected emergency. The employer and the caregiver shall agree on the period. In the absence of agreement, the caregiver is entitled to take up to two days of unpaid leave per occasion, provided the requirements of (b) are met.

31. COMPASSIONATE LEAVE

(a) A caregiver is entitled to 2 days of compassionate leave for each occasion (a *permissible occasion*) when a member of the caregiver's immediate family or a member of the caregiver's household:

1. contracts or develops a personal illness that poses a serious threat to his or her life; or

2. sustains a personal injury that poses a serious threat to his or her life; or

3. 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 caregiver'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 caregiver's immediate family or household referred to in subclause (a).

(c) A caregiver 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 caregiver 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 caregiver may take the compassionate leave for that occasion at any time while the illness or injury persists.

(e) If, in accordance with this Clause, a caregiver, other than a casual caregiver, takes a period of compassionate leave, the employer must pay the caregiver at the caregiver's base rate of pay for the caregiver's ordinary hours of work in the period. For casual caregivers, compassionate leave is unpaid leave.

(f) The caregiver, 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.

32. JURY SERVICE

(a) A caregiver other than a casual caregiver, 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. The period of payments of jury service shall be limited to the period prescribed under relevant Legislation.

(b) A caregiver shall notify his or her employer as soon as possible of the date upon which he or she is required to attend for jury service. Further the caregiver shall give his or her 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.

33. LONG SERVICE LEAVE

(a) Entitlement

(i) A caregiver shall be entitled to long service leave with pay, in respect of continuous service with one and the same employer, in accordance with the provisions of this clause.

(ii) The amount of such entitlement shall be:

(1) On the completion by the caregiver of fifteen years continuous service - six months long service leave and thereafter an additional two months long service leave on the completion of each additional five years service.

(2) In addition, in the case of a caregiver who has completed more than fifteen years service and whose employment is terminated otherwise than by the death of the caregiver, an amount of long service leave equal to 1/30th of the period of his/her service since the last accrual of entitlement to long service leave under paragraph (a)(ii)(1).

(3) In the case of a caregiver who has completed at least ten years service, but less than fifteen years service and whose employment is terminated for any cause other than serious and wilful misconduct, such amount of long service leave as equals 1/30th of the period of service.

(b) Service entitling to leave

(i) Subject to this clause service shall also include all periods during which a caregiver was serving in Her Majesty's Forces or was made available by the employer for National Duty.

(ii) For the purposes of this clause service shall be in accordance with section 22 of the *Fair Work Act 2009*.

(iii) Every employer shall keep or cause to be kept a long service leave record for each caregiver, containing particulars of service, leave taken and payments made.

(c) Payment in lieu of long service leave on the death of a caregiver

Where a caregiver who has completed at least ten year service dies while still in the employ of the employer, the employer shall pay to such caregiver's personal representative a sum equal to the pay of such caregiver for 1/30th of the period of the caregiver's continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the caregiver.

(d) Payment for period of leave

(i) Payment to a caregiver in respect of long service leave shall be made in one of the following ways:

(1) In full in advance when the caregiver commences his or her leave; or

(2) At the same time as payment would have been made if the caregiver had remained on duty; in which case payment shall, if the caregiver in writing so requires, be made by cheque posted to a specified address; or

(3) In any other way agreed between the employer and the caregiver.

(ii) Where the employment of a caregiver is for any reason terminated before he or she takes long service leave to which he or she is entitled, or where any long service leave accrues to a caregiver pursuant to (a)(ii)(2) or (a)(ii)(3), the caregiver shall be entitled to payment for such leave as at the date of termination.

(iii) Where an increase occurs in the ordinary time rate of pay during any period of long service leave taken by the caregiver, the caregiver shall be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

(e) Taking of leave

(i) When a caregiver becomes entitled to long service leave such leave shall be granted by the employer within six months from the date of the entitlement, but the taking of such leave may be postponed to such date as is mutually agreed, or in default of agreement as is determined by FWA: provided that no such determination shall require such leave to commence before the expiry of six months from the date of such determination.

(ii) Any long service leave shall be inclusive of any public holiday occurring during the period when the leave is taken.

(iii) If the employer and a caregiver so agree:

(1) the first six months long service leave to which a caregiver becomes entitled under this determination may be taken in two or three separate periods; and

(2) any subsequent period of long service leave to which the caregiver becomes entitled may be taken in two separate periods, but save as aforesaid long service shall be taken in one period.

(iv) An employer may by agreement with a caregiver grant long service leave to the caregiver before the entitlement to that leave has accrued, provided that such leave shall not be granted before the caregiver has completed ten years service.

(v) Where the employment of a caregiver who has taken long service leave in advance is subsequently terminated for serious and wilful misconduct before entitlement to long service leave has accrued, the employer may, from whatever remuneration is payable to the worker upon termination, deduct and withhold an amount equivalent to the amount paid to the caregiver in respect of the leave in advance.

(f) Definitions

For the purpose of this clause the following definitions apply:

(i) Pay means remuneration for a caregiver's normal weekly hours of work calculated at the caregiver's ordinary time rate of pay provided in clause Appendix 1, at the time the leave is taken or (if they die before the completion of leave so taken) as at the time of their death; and shall include the amount of any increase to the caregiver's ordinary time rate of pay which occurred during the period of leave as from the date such increase operates.

(ii) Month shall mean a calendar month.

(g) Variations to quantum and payment of leave

(i) At the request in writing of the caregiver and then by agreement of the Employer, Long Service Leave entitlements may be taken as double the quantum of leave at half pay or half the quantum of leave at double pay.

(ii) Where the caregiver is considering making such a request, the parties recommend that the caregiver seek independent financial advice as to the relevant taxation implications, if any, prior to making such a request.

(iii) The Employer will provide to the caregiver in writing an indication of the payment and the tax payable as a result of the caregiver choosing either double the leave at half pay, or double the pay for half the leave option prior to the request by the caregiver being finalised.

34. ACCIDENT PAY

Where an entitlement to accident make-up pay arises under this part any reference to the *Workers Compensation Act 1958* shall be deemed to include a reference to the *Accident Compensation Act 1985*, as amended from time to time and any reference to the *Accident Compensation Act 1985* shall be deemed to include a reference to the *Workers Compensation Act 1958*, as amended from time to time.

(a) Definitions

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

(i) Total Incapacity

(1) In the case of a caregiver who is or deemed to be totally incapacitated within the meaning of the *Workers Compensation Act 1958* (hereinafter referred to as the 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 section 9.1(b)(i) of the 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 caregiver'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 a caregiver who is or deemed to be partially incapacitated within the meaning of the *Workers Compensation 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 section 9.1(b)(ii) of the 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 Workers Compensation Board or as agreed between the parties) and the total 38 hour weekly rate and weekly over-agreement payment for a day caregiver which would have been payable under this part for the caregiver's normal classification of work for the week in question if he/ she had been performing his/her 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 a caregiver receives a weekly payment under this section and subsequently such payment is reduced pursuant to section 9.6(l) of the 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 a caregiver 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 a caregiver 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 *Workers Compensation Act,* as amended from time to time and no injury shall result in the application of accident pay unless an entitlement exists under the Act.

(v) Workers Compensation Act means *Workers Compensation Act 1958,* as amended from time to time, of the State of Victoria.

(b) Qualification for payment

Always subject to the terms of this clause, a caregiver 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 Act be paid accident pay by her/his employer who is liable to pay compensation under the 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 a caregiver whilst such caregiver 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 Act. Provided that if a caregiver on partial incapacity cannot obtain suitable employment from her/his employer but such alternative employment is available with another employer then the relevant amount of accident pay shall be payable.

(1) Provided further that in the case of the termination of employment by the employer of a caregiver 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 caregiver.

(2) In order to qualify for the continuance of accident pay on termination a caregiver shall if required provide evidence to his/her employer of the continuing payment of weekly 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 section 3 of the 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 a Registered Nurse 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)(iv)

(f) Absences on other paid leave

A caregiver shall not be entitled to payment of accident pay in respect of any period of other paid leave of absence.

(g) Notice of injury

A Caregiver 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 caregiver.

(h) Medical examination

(i) In order to receive entitlement to accident pay a caregiver shall conform to the requirements of the Act as to medical examination.

(ii) Where in accordance with the Act a medical referee gives a certificate as to the condition of the caregiver and her/his fitness for work or specifies work for which the caregiver is fit and such work is made available by the employer and refused by the caregiver or the caregiver 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 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) A Caregiver 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 caregiver 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 a caregiver 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 caregiver 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 a caregiver 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 caregiver 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 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 a Caregiver.

(n) Commencement

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

35. TERMINATION OF EMPLOYMENT

(a) Notice of termination by the employer

(i) In order to terminate the employment of a caregiver the employer shall give to the caregiver 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, caregivers 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 caregiver's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the caregiver because of the employment continuing during that period. That total must be calculated on the basis of:

(1) the caregiver's ordinary hours of work (even if not standard hours); and

(2) the amounts ordinarily payable to the caregiver in respect of those hours, including (for example) allowances, loading and penalties; and

(3) any other amounts payable under the caregiver'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 caregivers 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 caregivers.

(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 caregiver

(i) The notice of termination required to be given by a caregiver 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 caregiver concerned.

(c) Time off work during notice period

Where an employer has given notice of termination to a caregiver, a caregiver 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 caregiver after consultation with the employer.

36. REDUNDANCY

Discussion before Termination

(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 caregivers of the Employer, the Employer shall consult with affected caregivers in accordance with the consultation regarding change provision of this Agreement.

Transfer to lower paid duties

(b) Where a caregiver is transferred to lower paid duties for reasons set out in paragraph (a) the caregiver 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, a caregiver 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.

Period of continuous service	**Severance pay**
Less than 1 year	Nil
1 year but less than 2 years	4 weeks' pay
2 years but less than 3 years	6 weeks' pay
3 years but less than 4 years	7 weeks' pay
4 years but less than 5 years	8 weeks' pay
5 years but less than 6 years	10 weeks' pay
6 years but less than 7 years	12 weeks' pay
7 years but less than 8 years	14 weeks' pay
8 years but less than 9 years	16 weeks' pay
9 years but less than 10 years	18 weeks' pay
10 years but less than 11 years	20 weeks' pay
11 years but less than 12 years	22 weeks' pay
12 years but less than 13 years	24 weeks' pay
13 years but less than 14 years	26 weeks' pay
14 years but less than 15 years	28 weeks' pay
15 years and over	30 weeks' pay

Definitions

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

Caregiver Leaving During Notice Period

(e) A caregiver 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 caregiver shall not be entitled to payment in lieu of notice.

Alternative Employment

(f) Where an offer of acceptable alternative employment is rejected by an employee no severance payment is payable, subject to an order of FWA.

Time off Period of Notice

(g) During the period of notice of termination given by the employer a caregiver 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 caregiver has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the caregiver 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.

Caregivers with Less Than One Year's Continuous Service

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

Caregivers Exempted

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

37. SALARY SACRIFICE 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 caregivers.

(b) Where SJGHC or the new employer, through a transmission 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 caregiver.

(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 caregiver'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 a caregiver 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 caregiver, 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) Caregivers 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 a caregiver 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 caregiver participating in packaging or the caregiver may choose to cease the arrangement.

(h) The parties agree that in the event that the salary packaging ceases to be an advantage to a caregiver, or a caregiver 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 caregiver and SJGHC will not be liable to make up any benefit lost as a consequence of a caregiver's decision to convert to salary.

(i) The cost of salary packaging is the reasonable cost incurred by the caregiver as levied and varied from time to time.

38. FLEXIBILITY ARRANGEMENTS

(a) The Employer and Caregiver 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 Caregiver in relation to 1 or more of the matters mentioned in paragraph (i); and

(iii) The employer and the individual Caregiver 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 *Fair Work Act 2009*; and
(ii) are not unlawful terms under section 194 of the *Fair Work Act 2009*; 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 Caregiver; and
(iii) is signed by the employer and Caregiver and if the Caregiver 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 Caregiver 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 Caregiver a copy of the individual flexibility arrangement within 14 days after it is agreed to.

(e) The employer or Caregiver 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 Caregiver agree in writing — at any time.

39. PAID EMERGENCY SERVICES LEAVE

At the discretion of the employer, whose discretion will be exercised on the basis of operational requirements and what is reasonable in a particular circumstance, the employer will facilitate a caregiver who is a member of a voluntary emergency relief organization such as the, Country Fire Authority/ Rural Fire Service, Fire and Emergency Services Authority of Western Australia or equivalent in the relevant State, Red Cross, St John Ambulance and the State Emergency Service to be released from normal duty without loss of pay (up to a maximum of three shifts per year) to assist in regard to a critical incident where a local emergency situation arises that requires the attendance of the caregiver.

40. HIGHER QUALIFICATION ALLOWANCES

a. A Caregiver who holds an additional qualification to a basic Nursing Certificate, Bachelor of Nursing or entry level qualifications (including a 4 year degree and a Masters degree) that is relevant to the caregivers role/ area of work, shall be entitled to receive the following allowances, provided that only one allowance shall be payable:

(i) Graduate Certificate (or equivalent) – 4% of the standard rate per week;

1. Post Graduate Diploma or Degree (or equivalent) (or double degree in nursing and midwifery) other than a nursing undergraduate degree – 6.5% of the standard rate per week;

(iii) Masters – 7.5% of the standard rate per week;

(iv) Doctorate – 8.5% of the standard rate per week;

(b) Payment is pro-rata for part-time staff.

(c) Payment for the allowance will be made from the date of the Caregiver's application provided that the application meets all criteria and is approved by the Employer.

(d) Qualifications allowance will be paid on all ordinary duty, annual leave and sick leave (up to two [2] weeks).

SCHEDULE 1: EMPLOYMENT CLASSIFICATIONS

Enrolled Nurses (Home Care)

Enrolled Nurse—Pay Point 1

(a) Pay point 1 refers to the pay point to which an enrolled nurse (EN) has been appointed.

(b) An employee will be appointed based on training and experience including:

- having satisfactorily completed a hospital based course of training in nursing of not more than 12 months duration leading to enrolment as an EN; or
- having satisfactorily completed a course of training of 12 months duration in a specified branch of nursing leading to enrolment on a register or roll maintained by a state/territory nurses registration board; and
- having practical experience of up to but not more than 12 months in the provision of nursing care and/or services, and, the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) Skill indicators

- The employee has limited or no practical experience of current situations; and
- The employee exercises limited discretionary judgment, not yet developed by practical experience.

Enrolled Nurse—Pay Point 2

(a) Pay point 2 refers to the pay point to which an EN has been appointed.

(b) An employee will be appointed to this pay point based on training and experience including:

- having satisfactorily completed a hospital based course of general training in nursing of more than 12 months duration and/or 500 or more hours theory content or a course accredited at advanced certificate level leading to enrolment as an EN; or
- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 1; and

- the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) Skill indicators

The employee is required to demonstrate some of the following in the performance of their work:

- a developing ability to recognise changes required in nursing activity and in consultation with the RN, implement and record such changes, as necessary;
- an ability to relate theoretical concepts to practice; and/or
- requiring assistance in complex situations and in determining priorities.

Enrolled Nurse—Pay Point 3

(a) Pay point 3 refers to the pay point to which an EN has been appointed.

(b) An employee will be appointed to this pay point based on training and experience including:

- not more than one further year of practical experience in the provision of nursing care and/or services, in addition to the experience, skill and knowledge requirements specified for pay point 2; and
- the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) Skill indicators

The employee is required to demonstrate some of the following in the performance of their work:

- an ability to organise, practise and complete nursing functions in stable situations with limited direct supervision;
- observation and assessment skills to recognise and report deviations from stable conditions;
- flexibility in the capacity to undertake work across the broad range of nursing activity and/or competency in a specialised area of practice; and/or
- communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.

Enrolled Nurse—Pay Point 4

(a) Pay point 4 refers to the pay point to which an EN has been appointed.

(b) An employee will be appointed to this pay point based on training and experience including:

- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 3; and
- the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) Skill indicators

The employee is required to demonstrate some of the following in the performance of their work:

- speed and flexibility in accurate decision making;
- organisation of own workload and ability to set own priorities with minimal direct supervision;
- observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs; and/or
- communication and interpersonal skills to meet psychosocial needs of individual/groups.

Enrolled Nurse—Pay Point 5

(a) Pay point 5 refers to the pay point to which an EN has been appointed.

(b) An employee will be appointed to this pay point based on training and experience including:

- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 4; and
- the undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time.

(c) Skill indicators

The employee is required to demonstrate some of the following in the performance of their work:

- contributes information in assisting the RN with development of nursing strategies/improvements within the employee's own practice setting and/or nursing team, as necessary;
- responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and
- efficiency and sound judgment in identifying situations requiring assistance from an RN.

An **Endorsed Enrolled Nurse** is an employee who in addition to the above is endorsed to administer medication by the Nursing and Midwifery Board of Australia.

Registered Nurses (Home Care)

Registered Nurse—Level 1 (RN1)

(a) An employee at this level performs their duties:

(i) according to their level of competence; and

(ii) under the general guidance of, or with general access to a more competent registered nurse (RN) who provides work related support and direction.

(b) An employee at this level is required to perform general nursing duties which include substantially, but are not confined to:

- delivering direct and comprehensive nursing care and individual case management to patients or clients within the practice setting;
- coordinating services, including those of other disciplines or agencies, to individual patients or clients within the practice setting;
- providing education orientated towards the promotion of health status improvement of patients and clients within the practice setting;
- accepting accountability for the employee's own standards of nursing care and service delivery; and
- participating in action research, quality activities and policy development within the practice setting.

Registered Nurse—Level 2 (RN2) "Nursing Team Leader, Clinical Case Manager, Clinical Support Coordinator, Case Manager"

(a) An employee at this level:

(i) holds any other qualification required for working in the employee's particular practice setting; and

(ii) is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the

duties detailed in this subclause on a continuing basis. An employee at this level may also be known as a Clinical nurse.

(b) In addition to the duties of an RN1, an employee at this level is required, to perform duties delegated by a Clinical Coordinator or any higher level classification. Duties of a **Nursing Team Leader or Clinical Support Manager or similar** will substantially include, but are not confined to:

- delivering direct and comprehensive nursing care and individual case management to a specific group of patients or clients in a particular area of nursing practice within the practice setting;
- providing support, direction, orientation and education to Registered Nurses, Enrolled Nurses and other members of the caregiver team;
- being responsible for planning and coordinating services relating to a particular group of clients or patients in the practice setting, as delegated by the Clinical Coordinator;
- acting as a role model in the provision of holistic care to patients or clients in the practice setting; and
- assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting.

Registered Nurse—Level 3 (RN3) "Nurse Manager, Clinical Consultant, Clinical Educator"

(a) An employee at this level:

(i) holds any other qualification required for working in the employee's particular practice setting; and

(ii) is appointed as such by a selection process or by reclassification from a lower level when that the employee is required to perform the duties detailed in this subclause on a continuing basis. An employee at this level is termed a Clinical Coordinator.

(b) In addition to the duties of an RN2, an employee at this level will perform the following duties in accordance with practice settings and patient or client groups:

(i) Duties of this role will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with other Clinical Co-ordinators and the Clinical Services Manager;
- staff and patient/client education;
- staff selection, management, development and appraisal, allocation and rostering of staff (resource management);

- participating in policy development and implementation including occupational health;
- acting as a consultant on request in the employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;
- delivering direct and comprehensive nursing care to a specific group of patients or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting;
- coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of patients or clients within a practice setting; and
- being accountable for the management of human and material resources within a specified span of control, including the development and evaluation of staffing methodologies; and managing financial matters, budget preparation and cost control in respect of nursing within that span of control.
- Co-ordinating or managing nursing or multidisciplinary service teams providing acute nursing in a community setting.

Registered Nurse—Level 4 (RN4) "Clinical Services Manager"

(a) An employee at this level:

(i) holds any other qualification required for working in the employee's particular practice setting; and

(ii) is appointed as such by a selection process when the employee is required to perform the duties detailed in this subclause on a continuing basis. An employee at this level is a Clinical Services Manager.

(b) An employee at this level will perform duties including, but are not confined to the following:

- providing leadership and role modelling, in collaboration with others.
- participating as a member of the nursing executive team;
- contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- managing the activities of, and providing leadership, coordination and support to, a specified group of Clinical Co-ordinators;
- being accountable for the establishment, implementation and evaluation of systems to ensure the standard of nursing care for a specified span of control; being accountable for the effective and efficient management of human and material resources within a specified span of control including their financial management and budgeting control;
- being accountable for the development, implementation and evaluation of patterns of patient care for a specified span of control;
- being accountable for clinical operational planning and decision making for a specified span of control; and

- being accountable for appropriate clinical standards, through quality assurance programs, for a specified span of control.
- coordination and promotion of nursing management research projects;
- being accountable for the development, implementation and evaluation of education and staff development programs for a specified population;
- undertaking career counselling for nursing staff.

Registered Nurse Level 5—(RN5) "Clinical Operations Manager"

(a) An employee at this level:

(i) holds any other qualification required for working in the employee's particular practice setting; and

(ii) is appointed as such by a selection process when the employee is required to perform the duties detailed in this subclause on a continuing basis.

(b) An employee at this level will perform the following duties:

- being accountable for the standards of nursing care for the health unit and for coordination of the nursing service of the health unit;
- participating as a member of the executive of the health unit, being accountable to the executive for the development and evaluation of nursing policy, and generally contributing to the development of health unit policy;
- providing leadership, direction and management of the nursing division of the health unit in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of executive management team;
- providing leadership and role modelling, in collaboration with others, particularly in the areas of staff selection, promotion of participative decision making and decentralisation of nursing management and generally advocating for the interests of nursing to the executive team of the health unit;
- managing the budget of the nursing division of the health unit;
- ensuring that nursing services meeting changing needs of clients or patients through proper strategic planning; and
- complying, and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession.

SCHEDULE 2: CAREGIVERS WITH PRECEDENT CONDITIONS

Wage rates and conditions of employment for the following named caregivers (page 50) shall be as provided for in the *"St John Health Care Inc. (Victoria) Hospital Nurses Enterprise Agreement 2012"*, and any successor Agreements in perpetuity.

Name	St John of God Health Choices Home Care Nurses (Victoria) Enterprise Agreement 2012	Translation Classification St John of God Health Care Inc (Victoria) Hospital Nurse's Enterprise Agreement 2012
Bandy, Mrs Jennifer	RN Level 1, Year 8	3A Yr 1
Beaumont, Mrs Mary-Frances	RN Level 3, Year 4	NUM Yr 1
Blackburn, Miss Kellie	Endorsed Enrolled Nurse, PP5	EN2
Eden, Mr David	Endorsed Enrolled Nurse, PP5	EN2
Foster, Mrs Denise	RN Level 3, Year 4	NUM Yr 2
Gladman, Mrs Bernadette	RN Level 1, Year 8	3A Yr 1
Kelly, Mrs Gabrielle	RN Level 1, Year 8	3A Yr 1
Larson, Mrs Donna	RN Level 1, Year 8	3A Yr 1
McDonald, Mrs Carey	RN Level 1, Year 8	3A Yr 1
Parker, Ms Andrea	Enrolled Nurse, PP5	EN Level 1
Phillips, Miss Tara	Endorsed Enrolled Nurse, PP5	EN Level 2
Sizeland, Mrs Leanne	RN Level 1, Year 8	3A Yr 2
Violanti, Mrs Sophie	Endorsed Enrolled Nurse, PP5	EN Level 2
Walker, Ms Debra	RN Level 1, Year 8	3A Yr 2
Coates, Mrs Jennifer	Endorsed Enrolled Nurse, PP5	EN Level 2
Congues, Miss Tammy	Endorsed Enrolled Nurse, PP5	EN Level 2
Ellis, Ms Emma	Endorsed Enrolled Nurse, PP5	EN Level 2
Ervin, Ms Sharon	RN Level 3, Year 4	NUM Yr 3
Gilmore, Ms Nicole	RN Level 1, Year 8	3A Yr 1
Gorrie, Mrs Lorelle	Endorsed Enrolled Nurse, PP5	EN Level 2
Hunt, Miss Tanya	Endorsed Enrolled Nurse, PP5	EN Level 2
Jeffrey, Mrs Elsie	Endorsed Enrolled Nurse, PP5	EN Level 2
Kelly, Ms Lynne	Endorsed Enrolled Nurse, PP5	EN Level 2
Lewis, Mrs Jacinta	RN Level 1, Year 8	3A Yr 1
O'Toole, Miss Meggi	Endorsed Enrolled Nurse, PP5	EN Level 2
Perry, Ms Teena	Endorsed Enrolled Nurse, PP5	EN Level 2
Richardson, Mrs Janette	Endorsed Enrolled Nurse, PP5	EN Level 2
Howell, Ms Vicki	RN Level 1, Year 8	3A Yr 2
McConville, Ms Catherine	RN Level 1, Year 8	3A Yr 1
Lambden, Mrs Natalie	RN Level 1, Year 8	3A Yr 1
Lochhead, Ms Louise	RN Level 1, Year 8	3A Yr 2
Bennett, Mrs Monique	RN Level 1, Year 8	3A Yr 2
Bennie, Mrs Rebekah	RN Level 1, Year 8	3A Yr 2
Downing, Miss Hanna	Endorsed Enrolled Nurse, PP5	EN Level 2
Holmes, Miss Leasa	RN Level 1, Year 8	3A Yr 1
Kelly, Ms Suzanne	Endorsed Enrolled Nurse, PP5	EN Level 2
Neal, Mrs Monica	RN Level 1, Year 8	3A Yr 1
Rantall, Mrs Janette	Enrolled Nurse, PP5	EN Level 1
Rogers, Mrs Jodie	RN Level 1, Year 8	3A Yr 1
Sinclair, Mrs Margaret	Endorsed Enrolled Nurse, PP5	EN Level 2
Stewart, Mrs Judith	RN Level 3, Year 4	NUM Yr 3
Toohey, Miss Meaghan	RN Level 1, Year 8	3A Yr 1

APPENDIX 1: WAGE RATES

	FFPOA	1st Sep 2013	1st Sep 2014
		3%	3%
Enrolled nurse			
PP1	20.80	21.42	22.06
PP2	21.07	21.71	22.36
PP3	21.35	21.99	22.65
PP4	21.65	22.30	22.97
PP5	21.87	22.52	23.20
Endorsed Enrolled Nurse			
PP1	20.90	21.53	22.17
PP2	21.18	21.81	22.47
PP3	21.45	22.10	22.76
PP4	21.76	22.42	23.09
PP5	21.97	22.63	23.31
RN			
Entry level			
4 year degree	24.32	25.05	25.80
Masters degree	25.16	25.92	26.69
RN1			
Year 1	23.30	23.99	24.71
Year 2	23.78	24.49	25.23
Year 3	24.36	25.09	25.84
Year 4	25.00	25.75	26.52
Year 5	25.77	26.54	27.34
Year 6	26.52	27.32	28.14
Year 7	27.29	28.11	28.95
Year 8	27.99	28.83	29.70
RN2			
Year 1	28.38	29.23	30.11
Year 2	28.80	29.66	30.55
Year 3	29.23	30.11	31.01
Year 4	29.67	30.56	31.48
RN3			
Year 1	29.96	30.86	31.79
Year 2	30.52	31.43	32.37
Year 3	31.05	31.98	32.94
Year 4	31.61	32.56	33.53
RN4			
Year 1	34.21	35.24	36.30
Year 2	36.65	37.75	38.89
Year 3	38.80	39.96	41.16
RN5			
Year 1	34.52	35.56	36.63
Year 2	36.34	37.43	38.56
Year 3	38.80	39.96	41.16
Year 4	41.21	42.45	43.72
Year 5	45.45	46.81	48.22
Year 6	49.74	51.23	52.76

I am authorised to sign this Agreement on behalf of St John of God Health Care Inc

SIGNATURE

DOROTHY GIBBS
PRINT NAME AND TITLE
GROUP MANAGER HUMAN RESOURCES

Address:

Suite 3, 111 Coventry Street, South Melbourne, Victoria 3205

Date 4/10/2012

I am authorised to sign this Agreement on behalf of the Australian Nursing Federation

SIGNATURE

PRINT NAME AND TITLE

Address:

Date

I am authorised to sign this Agreement on behalf of St John of God Health Care Inc

SIGNATURE

PRINT NAME AND TITLE

Address:

Suite 3, 111 Coventry Street, South Melbourne, Victoria 3205

Date

I am authorised to sign this Agreement on behalf of the Australian Nursing Federation

SIGNATURE

PAUL GILBERT

PRINT NAME AND TITLE

Acting Secretary

Address: 54 to Elizabeth St Melbourne

Date 4/10/12