



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Ramsay Health Care Australia Pty Ltd

(AG2013/1494)

GREENSLOPES PRIVATE HOSPITAL, NURSING EMPLOYEES AND THE QUEENSLAND NURSES' UNION OF EMPLOYEES, ENTERPRISE AGREEMENT 2013 - 2016

Health and welfare services

COMMISSIONER BOOTH

BRISBANE, 19 AUGUST 2013

Application for approval of the Greenslopes Private Hospital, Nursing Employees and the Queensland Nurses' Union of Employees, Enterprise Agreement 2013 - 2016.

[1] An application has been made for approval of a single enterprise agreement known as the *Greenslopes Private Hospital, Nursing Employees and the Queensland Nurses' Union of Employees, Enterprise Agreement 2013 - 2016* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by Ramsay Health Care Australia Pty Ltd.

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

[3] On 16 August 2013 an undertaking was provided by the employer. Pursuant to s.190 of the Act, I accept the Company's undertaking. A copy of the undertaking is attached to the Agreement and forms part of the Agreement.

[4] The Australian Nursing Federation and Queensland Nurses Union of Employees, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act I note that the Agreement covers the organisations.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 26 August 2013. The nominal expiry date of the Agreement is 30 June 2016.



COMMISSIONER

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



RAMSAY
HEALTH CARE

**GREENSLOPES PRIVATE
HOSPITAL,
NURSING EMPLOYEES
and
QUEENSLAND NURSES' UNION OF
EMPLOYEES**

**ENTERPRISE AGREEMENT
2013 - 2016**

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PART 1 – PRELIMINARY

1.1 Title

This Agreement shall be known as the Greenslopes Private Hospital, Nursing Employees and the Queensland Nurses' Union of Employees, Enterprise Agreement 2013 - 2016

1.2 Date of Operation

This Agreement shall commence operating seven days after receiving approval by Fair Work Australia and shall remain in force until 30th June, 2016 and thereafter in accordance with the Act.

1.3. Scope of Agreement

This Agreement shall apply to Ramsay Health Care and employees for whom rates of pay are prescribed in Schedule A hereof, who are employed at Greenslopes Private Hospital.

And

The Queensland Nurses Union of Employees

1.4 Replacement of Prior Agreement

This Agreement replaces the following agreement:

Greenslopes Private Hospital, Nursing Employees and Queensland Nurses Union of Employees Enterprise Agreement 2009-2012

1.5. Agreement Posting

A copy of this Agreement, and a summary of the National Employment Standards, shall be displayed in a conspicuous and convenient place on the Employer's premises either in hard copy or soft copy, so as to be easily read by all employees.

1.6. Variation of Agreement

This Agreement may be varied during its term in accordance with the *Fair Work Act 2009*.

1.7 Negotiation of Future Agreement

The parties agree to commence negotiations for a replacement Enterprise Agreement at least six months prior to the expiration of this Agreement.

1.8 Definitions

- i) The "Act" means the *Fair Work Act 2009*.
- ii) "Union" means the Queensland Nurses' Union of Employees (QNU)
- iii) "Accrued Day Off or ADO" means the day or part of day taken off during the work cycle as a result of the introduction of the 38 hour week.
- iv) "NES" means National Employment Standards as contained within the *Fair Work Act*.
- v) "Base Rate of Pay" means the rate payable to a permanent employee for his or her ordinary hours of work, but not including any of the following:
 - a) loadings

- b) monetary allowances
 - c) overtime or penalty rates
 - d) any other separately identifiable amounts
- vi) *“Long Term Casual”* for the purposes of parental leave is an employee who has been engaged by the employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months and has been paid the casual loading as well as the ordinary time rate of pay.
 - vii) *“AHPRA”* means Australian Health Practitioner Regulation Agency
 - viii) *“NMBA”* means the Nursing and Midwifery Board of Australia
 - ix) The *“Employer”* means Ramsay Health Care Australia Pty. Ltd.
 - x) ADONS means Assistant Director of Nursing Services
 - xi) *“DoN&MS”* means Director of Nursing and Midwifery Services
 - xii) *“NUM”* means Nurse Unit Manager

1.9 No Reduction

No employee shall suffer a reduction in wages or conditions of employment as a result of the introduction of this agreement.

PART 2 – ENTERPRISE CONSULTATIVE MECHANISMS, GRIEVANCE AND DISPUTE RESOLUTION

2.1. Consultation

2.1.1 General

The parties acknowledge the positive role open and consultative processes play in the successful implementation of this Agreement.

The parties to this Agreement are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the facilities covered by this Agreement and to enhance the career opportunities and job security of employees in such facilities.

2.1.2 Consultation due to the introduction of major change

- 1) This term applies if:
 - a) 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
 - b) the change is likely to have a significant effect on employees of the enterprise.
- 2) The employer must notify the relevant employees and the QNU of the decision to introduce the major change.
- 3) The relevant employees may appoint a representative for the purposes of the procedures in this term.

- 4) If:
 - a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b) the employee or employees advise the employer of the identity of the representative;
 - c) the employer must recognise the representative.
- 5) as soon as practicable after making its decision, the employer must:
 - a) discuss with the relevant employees and their appointed representatives:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the employees; and
 - iii. measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - b) for the purposes of the discussion — provide, in writing, to the relevant employees:
 - i. all relevant information about the change including the nature of the change proposed; and
 - ii. information about the expected effects of the change on the employees; and
 - iii. any other matters likely to affect the employees.
- 6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees or their appointed representatives.
- 7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees and their appointed representatives.
- 8) 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 (2), (3) and (5) are taken not to apply.
- 9) In this term, a major change is **likely to have a significant effect on employees** if it results in:
 - a) the termination of the employment of employees; or
 - b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d) the alteration of hours of work; or
 - e) the need to retrain employees; or
 - f) the need to relocate employees to another workplace; or
 - g) the restructuring of jobs.
- 10) In this term, **relevant employees** mean the employees who may be affected by the major change.

2.2 Local Consultative Committee (LCC)

A LCC has been established to implement and monitor the terms of this Agreement. The LCC will consist of the QNU, representatives of employees and management of the hospital. There are to be equal numbers of Employees and Managers at the meetings.

i) Purpose

The purpose of the LCC is to provide a conduit for the exchange of information and ideas between management and staff. It is intended that a standing agenda for the LCC meetings, to be held quarterly each year, will include but not necessarily be limited to:

- a) Ensure staff are educated and informed in relation to this Agreement
 - b) Ensure fair, consultative and participative practices are implemented throughout the negotiations and during the implementation of the Agreement
 - c) Oversee the implementation and evaluation of this Agreement
 - d) Sharing of new and innovative ideas;
 - e) Updates on Ramsay Health Care performances;
 - f) Feed back to management on employee issues/grievances or industrial relations matters
 - g) Provide a forum to discuss standard workload issues
- ii) The LCC will not replace or replicate tasks or functions required of other Teams or Committees existing within the Hospital.
 - iii) Issues raised at the LCC, which should rightly be dealt with by already existing Committees or positions, shall be referred to that Committee or position, by the Chairperson.
 - iv) The LCC will operate in accordance with its written terms of reference, which may only be amended from time to time by consensus.
 - v) Meetings will be conducted during normal business hours and representatives will be paid ordinary time for the time spent at the meeting.

2.3 Monthly Ward/Unit Meetings

As a general guideline, Ward/Unit meetings are to be held on a monthly basis with agendas issued one week in advance and minutes easily accessible to all members of the team (email preferred).

2.4 Grievance and Dispute Settlement Procedure

- 1) The matters to be dealt with in this procedure shall include all grievances or disputes between the parties in respect to any industrial matter that pertains to the operation or interpretation of this agreement, the employment relationship, the NES and all other matters that the parties agree on and are specified herein. Such procedures shall apply to a single employee or to any number of employees.
- 2) It is the intention of this procedure to resolve grievances as promptly and as near as possible to the local level.
- 3) Where matters cannot be resolved, the process to be followed is as follows:
 - a) The employee shall attempt to resolve the dispute or grievance with their appropriate, immediate supervisor. If this is inappropriate, the next level of management is to be consulted.
 - b) If the dispute or grievance is still unresolved, the matter shall be referred to higher management.
 - c) Every employee will be advised of their right to representation, including union representation, at any stage throughout this process.
 - d) It is agreed that steps (a) and (b) shall take place within 14 days.
 - e) Until the dispute or grievance is determined, work shall continue normally in accordance with the custom and practice existing before the dispute or grievance arose

while discussions take place. No party shall be prejudiced as to the final settlement by continuance of work. Health and Safety matters are exempt from this point.

- f) If the matter is not resolved at Point (d), it may be referred by either party to a senior official of the relevant union or other representative and the appropriate Ramsay Health Care representative and/or State Consultative Committee.
- g) If the matter is not resolved, then it may be referred by either party to Fair Work Commission (FWC) for conciliation and if necessary, arbitration.

PART 3 – GENERAL TERMS AND CONDITIONS

3.1 Contract of Employment

As is currently the case, permanent employment is generally the preferred method of engagement.

- 1) An employee may be engaged as a full-time, part-time or casual employee.
- 2) The basis of the contract of employment shall be confirmed with each employee in writing at the time of engagement.
- 3) In the instance of part-time employees such confirmation shall include the minimum number of ordinary hours of work contracted as usually required.
- 4) It is acknowledged by both parties that permanent contracts of employment provide greater security and certainty of employment over casual engagements.

3.2 Full-time Employment

A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week i.e. 76 hours per fortnight or 152 hours over 28 days.

3.3 Part-time Employment

A part-time employee is an employee who:

- a)
 - (i) is employed for less than 76 hours per fortnight; and
 - (ii) is guaranteed a minimum number of working hours per fortnight in writing on appointment,
 - (ii) is rostered for a minimum of 3 hours on any shift or day,
 - (iii) receives proportionate pay and employment conditions to those of full-time employees.
- b) The ordinary daily working hours of part-time employees shall be worked continuously excluding meal breaks (i.e. no “split shifts”) unless agreed otherwise between the employer and employee.
- c) A part-time employee’s roster may be altered in accordance with clauses 5.4 and 5.5 (Rosters).
- d) All authorised time worked in excess of at least 8 rostered ordinary hours of work on any day, or more than 76 in a fortnight, shall be deemed to be overtime and shall be paid as prescribed in clause 5.11 (Overtime).
- e) Part-Time staff who wish to have their minimum guaranteed hours increased may formalise their request in writing at any time to their DoN&MS. The DoN&MS will consider both the staff member’s needs and the needs of the business and shall respond to the staff member in writing, within fourteen days.

- f) Part-time employees shall be paid at the rate of 1/38 of the weekly rate of wages prescribed for the appropriate classification. Such employees shall be further entitled to any allowances applicable to full-time employees. A part-time employee will accrue annual leave and personal leave, according to the ordinary hours worked each week which will include additional hours above the minimum guaranteed hours as specified in (a)(ii) above, up to 76 hours per fortnight. These additional hours will also count towards the employee's next pay increment if the employee is not yet at the top pay level for their classification.

3.4 Casual Employment

- 1) A casual employee is an employee who is engaged on an hourly basis for fewer than 76 ordinary hours per fortnight.
- 2) Casual employees shall be paid per hour at the rate of 1/38 of the weekly rate of wages prescribed for the class of work upon which they are engaged plus an additional 23%, with a minimum payment as for 2 hours' work in respect of each engagement. Such employees shall be further entitled to *pro rata* payment of any allowance applicable under this Agreement, based upon the number of hours worked in relation to a 38 per week.
- 3) A casual employee's hours of work may be increased or decreased on each engagement:
- 4) Provided that the on-call allowance in clause 4.9.1 shall be payable in full.
- 5) Casual staff who wish to change their employment status to permanent, may formalise their request in writing at any time to the DoN&MS . The DoN&MS will consider both the staff member's needs and the needs of the business and shall respond to the staff member in writing, within fourteen days.
- 6) Casual employees - Casual employees required to work on public holidays shall be paid at the rate of double time and a-half for all time worked on such days.
- 7) Where penalties apply, the penalties and the casual loading are to be calculated on the base rate.

3.5 Flexibility Agreement

- 1) Notwithstanding any other provision of this agreement, the employer and an individual employee may agree to vary the application of certain terms of this agreement to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:
 - a) arrangements for when work is performed;
 - b) overtime rates;
 - c) penalty rates;
 - d) allowances; and
 - e) leave loading.
- 2) The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- 3) The agreement between the employer and the individual employee must:
 - a) be confined to a variation in the application of one or more of the terms listed in clause 1); and

- b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.
- 4) The agreement between the employer and the individual employee must also:
- a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - b) state each term of this agreement that the employer and the individual employee have agreed to vary;
 - c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
 - d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
 - e) state the date the agreement commences to operate.
- 5) The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 6) Except as provided in clause 4 a) of the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 7) An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited, the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 8) The agreement may be terminated:
- a) by the employer or the individual employee giving four weeks' notice of termination, in writing to the other party and the agreement ceasing to operate at the end of the notice period; or
 - b) at any time, by written agreement between the employer and the individual employee.
- 9) The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this agreement.
- 10) The parties agree to review the terms that have been varied under this clause with a view to assessing if such variations could have a more general application under a future collective agreement.

3.6 Incidental or Peripheral Tasks

Employees are to be available to perform a wider range of duties, including work which is incidental or peripheral to their main task, provided that such duties are not designed to promote de-skilling and provided an employee has the skills or competence to perform such tasks.

3.7 Employment Security

- 1) Ramsay Health Care highly values its staff as a critical element in the provision of quality service and is committed, wherever possible, to retaining the services of and offering ongoing opportunities to, current staff members. Ramsay Health Care seek to avoid job losses through measures including redeployment and voluntary flexible working arrangements.

- 2) Where job losses are unavoidable, Ramsay Health Care will explore all measures available to it to minimise involuntary redundancies. In addition to the above measures, these may include:
- a) voluntary early retirement;
 - b) voluntary redundancy;
 - c) re-skilling;
 - d) redeployment opportunities; and
 - e) natural attrition.

Involuntary redundancies will only be used as a last resort.

3.8 Termination of Employment

1) *Statement of employment*

The employer shall, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

2) *Termination by employer*

- a) The employer may dismiss an employee only if the employee has been given the following notice:

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- b) In addition to the notice in (2) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.
- c) Payment in lieu of notice shall be made if the appropriate notice is not given:
- Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
- i. the ordinary working hours to be worked by the employee; and
 - ii. the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
 - iii. any other amounts payable under the employee's employment contract.
- e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

- f) Where an employee ceases duty and has accrued credits which have not been utilised under the ADO system, such credits shall be paid to the employee on termination. Where the ADO has been taken in anticipation of credits, any shortfall at the date of termination shall be recovered from the employee. The shortfall may be recovered from any final monies payable to the employee on termination.
- g) In the absence of mutual agreement between the employer and the employee annual leave or any part of annual leave described in Part 6 of this Agreement shall not be deemed to be or nominated as notice for the purpose of termination of employment.

3.9 Notice of termination by employee

- 1) An employee (other than a casual) shall give two weeks' notice to the employer of the termination of service.
- 2) If the employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum being an amount equal to the ordinary time rate for the period of notice. This notice period may be waived in extenuating circumstances.

3.10 Notice of termination - Casual employees

Subject to the requirement to make the minimum payment of 2 hours provided for in clause 3.4 (Casual Employment), the employment of a casual employee may be terminated by giving or receiving of one hour's notice or payment thereof.

3.11 Time off during notice period

During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the employer.

3.12 Redundancy

3.12.1 *Consultation before terminations*

- a) Where the employer decides that they no longer wish the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union.
- b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause (a) above and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

3.12.2 *Transfer to lower paid duties*

- a) Where an employee is transferred to lower paid duties for reasons set out in clause 3.12.1 (Redundancy) above, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 3.7 (Termination of Employment).

- b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- c) The amounts must be worked out on the basis of:
 - i. the ordinary working hours to be worked by the employee; and
 - ii. the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
 - iii. any other amounts payable under the employee's employment contract.

3.12.3 *Transmission of business*

- a) Where a business is, transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
 - i. the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - ii. the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- b) In clause 3.12.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

3.12.4 *Time off during notice period*

- a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 3.12.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

3.12.5 *Notice to Centrelink*

Where a decision has been made to terminate 15 or more employees in the circumstances outlined in clause 3.12.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

3.12.6 *Severance pay*

- a) In addition to the period of notice prescribed for ordinary termination as shown below, an employee whose employment is terminated for reasons set out in clause 3.12.1 a), shall be entitled to the following amounts of severance pay:

Years of Service	Notice Period (weeks)	Severance + Pro-rata (weeks)	Total (weeks)
<i>Less than 1 year</i>	1	0	1
<i>1 year but less than 2</i>	2	6	8
<i>2 years but less than 3</i>	2	8	10
<i>3 years but less than 4</i>	3	9	12
<i>4 years but less than 5</i>	3	10	13
<i>5 years but less than 6</i>	4	10	14
<i>6 years but less than 7</i>	4	11	15
<i>7 years but less than 8</i>	4	13	17
<i>8 years but less than 9</i>	4	14	18
<i>9 + years</i>	4	16	20

*This formula is in addition to any and all leave entitlements payable.

b) 'Weeks' Pay' means the ordinary time rate of pay for the employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

3.12.7 *Employee leaving during notice*

An employee whose employment is terminated due to their position becoming redundant, may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

3.12.8 *Alternative employment*

The employer, in a particular case, may make application to FWC to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

3.12.9 *Employees with less than one year's service*

Clause 3.12 (Redundancy) shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

3.12.10 *Employees exempted*

Clause 3.12 shall not apply:

- a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- b) to employees engaged for a specific period of time or for a specific task or task(s); or
- c) to casual employees.

3.12.11 *Exemption where transmission of business*

- a) The provisions of clause 3.11 are not applicable where a business is transmitted from an employer (transmitter) to another employer (transmittee), in any of the following circumstances:

- i. where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmitter, and any prior transmitter, to be continuous service of the employee with the transmittee; or
 - ii. where the employee rejects an offer of employment with the transmittee:
 - A. in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
 - B. which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.
- b) FWC may amend clause 3.12.12 a ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

3.13 Professional Development Support (PDS)

Ramsay supports and encourages the acquisition of knowledge and skills through internal and external professional development activities and acknowledges the shared responsibility for such development. Management recommends that employees take an active role in their professional development and take advantage of the internal educational opportunities on offer.

A variety of on line training programs are available free of charge to Ramsay employees via the Ramsay Training Institute which can be accessed via the RTI site at www.ramsayhealth.com.au - click on to 'Ramsay e learning' at the bottom of this page;

Ramsay also provides access to a comprehensive library for employees, which has links to material from all over the world. Access to the Library is via the Ramsay homepage where the word 'Library' appears under 'useful links'.

Support to engage in external professional development activities is also available – please submit your application as per the guidelines below.

Procedure for requesting PDS

When requesting support for paid time and/or payment for costs and expenses associated with undertaking professional development, the following guidelines are to be followed:

1. The employee requesting the support shall have a minimum of 12 months employment with Ramsay Health Care.
2. The employee is to complete the External Education Application form (available on the intranet) and give it to their Manager.
3. The Manager will assess the application and shall complete their relevant section and forward the application to the DoN&MS or delegated representative for processing within 7 days of receiving the application.
4. Review of the request by the DoN&MS or delegated representative may take into consideration some or all of the following:
 - a) The professional development needs of the employee
 - b) The needs of the business
 - c) The history of support already provided to the employee
 - d) The relevance or application of the request to the current position held by the employee or probable future position/s
 - e) The number of employees already approved to attend the same professional development event.

- f) Department and/or hospital budget provisions.
 - g) Staffing needs at the time.
 - h) Requirements to meet legislative and industry standards (eg: CSCF expectations)
- 5 Reasons for approval or otherwise shall be sent back to the employee in writing. Nursing Services or H.R. Department will handle the administration of the application if approved.
6. Subject to the above, Ramsay will not unreasonably withhold approval for applications for PDS.

All applications need to be submitted 6 weeks prior for approval to the Director of Nursing Services. The 6 weeks is to review roster coverage and to give clinical areas adequate consideration with requests. Urgent requests may be considered directly by the Director of Nursing Services. .

Please see the Hospital policy on Professional Development Support for more information.

3.14 Compulsory Professional Development

Where an employee is required to attend professional development workshops/programs at the direction of the employer i.e. attendance is not voluntary, the employer shall be responsible for the cost of the program and shall pay the employee's time to attend such workshop/program.

3.15 Staff Development

The Employer may provide at least 24 hours per year paid in-service training and/or education and each employee will be required to undertake in their own time a reciprocal period of on-going education or research associated with the acquisition of knowledge and skills relevant to their professional commitment to nursing.

3.16 Employee Assistance Program

As part of Ramsay Health Care's commitment to achieving and maintaining a safe, healthy and productive workplace, an Employee Assistance Program (EAP) is available for employees and their immediate family to access free of charge for the first three sessions in any calendar year.

The EAP provides access to confidential short-term counselling support for any personal or work related issues. For full information either check local notice boards, visit the Ramsay Health Care intranet site, Human Resources, Employee Benefits or contact Group Human Resources.

3.17 Group Debriefing Sessions

In addition to the Employee Assistance Program, the NUM has the ability to initiate a group debriefing session following a significant event that warrants such a reaction. The NUM will be responsible for deciding when a group debriefing session is appropriate and shall organise the session. Attendance at a group debriefing session will not be compulsory.

An employee who feels that a group debriefing session would be of benefit is encouraged to discuss this with their manager.

3.18 Portability of Service

Ramsay Health Care employees are able to transfer their service entitlements from one Australian Ramsay hospital to another Australian Ramsay hospital if their service is continuous.

It is preferable that prior to resignation from the transferring hospital, an employee obtains confirmation in writing that their application to the new hospital has resulted in an appointment to a position.

The employee must satisfy the formal periods of notice as outlined by their current hospital.

To satisfy continuity of service, the employee must:

- * Resign and complete the period of notice at the current hospital
- * Start employment with the new receiving hospital within 3 months of the date of termination from the previous hospital.

Portability of entitlements will enable employees to transfer the following accruals:

- Sick leave (permanent employees only)
- Annual leave (permanent employees only)
- Long service leave, and
- Recognition of years of service for annual increments.

PART 4 – CLASSIFICATIONS, WAGES, ALLOWANCES, SUPERANNUATION AND WAGE RELATED MATTERS

4.1 Wages

The minimum rates payable to employees shall be as prescribed in Schedule A attached. All increases shown shall be applicable from the first pay period commencing on or after the date shown.

4.2 Payment of Wages

- 1) All employees shall be paid by electronic funds transfer provided there is reasonable geographical access to a facility which enables the employee to withdraw some or all of their wages on the usual pay day. Any alternative arrangement of paying wages shall be at the discretion of the employer.
- 2) If a public holiday falls on the normal payroll processing day, payment of pay may be delayed by up to one day.

4.3 Classifications

The following definitions of classifications shall apply for the purposes of ascertaining duties and appropriate rates of pay of employees. Please refer to Schedule B "Generic Level Statements" for more details.

- 1) "Registered Nurse" and/or "Registered Midwife" means an employee:
 - a) registered under the *Nursing Act 1992* as a Registered Nurse and/or Registered Midwife; and
 - b) who is subject to the regulations and/or bylaws of the Nursing and Midwifery Board of Australia (NMBA) and who holds a current Annual Licence Certificate.
- 2) "Registered Nurse Level 1" means a Registered Nurse appointed as such other than Registered Nurses Levels 2 to 4.
- 3) "Endorsed Enrolled Nurse" means an employee:

- a) who is enrolled under the *Nursing Act 1992* as an Enrolled Nurse; and
 - b) who is subject to the regulation and/or bylaws of NMBA and who holds a current Annual Licence Certificate as such.
 - c) who is endorsed to administer drugs as per the NMBA guidelines.
- 4) “Enrolled Nurse” means an employee:
- a) who is enrolled under the *Nursing Act 1992* as an Enrolled Nurse; and
 - b) who is subject to the regulation and/or bylaws of the NMBA and who holds a current Annual Licence Certificate as such.
- 6) “Level 2” or “Clinical Nurse” means a Registered Nurse Level 2 appointed as such, who identifies, selects, implements and evaluates nursing interventions that have less predictable outcomes for a specific client population, and functions in more complex situations, providing support and direction to Registered Nurses and/or other personnel.
- 7) “Registered Nurse Level 3” means a Registered Nurse appointed as such who has responsibilities as allocated by the employer for a stream or combination of streams of nursing practice consistent with the nursing career structure, and whose responsibilities are greater than those of a Registered Nurse Level 2. Examples of such streams include management, research, education and clinical.
- 8) “Nurse Unit Manager” means a Registered Nurse appointed as such who has management responsibilities for; a minimum of an 18- bed inpatient ward or, an independent min. 15-bed day unit or, a minimum of 4 critical care beds (excluding nursery cots) or, Operating Theatres, or an Emergency Department available to the public 24/7. In addition, the NUM will be responsible for:
- a) A minimum of 15 staff (headcount – not FTE).
 - b) Management of complete patient care for day or inpatients – minimum average of 12 patients per day.
 - c) Establishing, demonstrating and reinforcing:
 - i. Ramsay Health Care values/vision.
 - ii. Customer service standards including patient satisfaction and resolving patient complaints.
 - iii. Quality standards (in consultation with Quality Coordinator).
 - d) Recruiting staff.
 - e) Ensuring that staff have appropriate skills and competencies.
 - f) Managing staff performance and morale.
 - g) Managing OHS risk.
 - h) Managing agency utilization.
 - i) Managing labour resources and skill mix to achieve hospital and Ramsay Health Care targets.
 - j) Managing clinical risk in consultation with facility and corporate senior management and VMOs.
 - k) Building and maintaining effective working relationships with VMOs through regular contact and assistance with DoN&MS.
 - l) Ensuring that the physical environment and equipment are maintained to acceptable standards.
 - m) Managing unit performance to achieve budget and KPI targets.
- 10) “Assistant Director of Clinical Services” means a Registered Nurse Level 4, appointed as such, who assists in hospital administration and who may relieve the Director of Nursing and Midwifery Services and who is responsible for a stream or combination of streams of nursing practice as required by the employer and consistent with the nursing career structure. Examples of such streams include management, research, clinical, education.

4.4 Grading of Level 4 Registered Nurse:

The grading of a Registered Nurse Level 4 which is not subject to annual service increments, shall be determined as follows:

- a) Registered Nurse Level 4, who under the direction of a DoN&MS is responsible for the operational management of 50 to 150 beds (or equivalent), shall be graded as a Registered Nurse Level 4 Grade 1 and paid as such.
- b) A Registered Nurse Level 4, who under the direction of DoN&MS is responsible for the operational management of 150 to 200 beds (or equivalent), shall be graded as a Registered Nurse Level 4 Grade 2 and paid as such.
- c) A Registered Nurse Level 4 who under the direction of a DoN&MS, is responsible for the operational management of 200+ beds (or equivalent), shall be graded as a Registered Nurse Level 4 Grade 3 and paid as such.

4.5 Accelerated advancement - Registered Nurse / Registered Midwife

A Registered Nurse / Registered Midwife Level 1 shall be entitled to advance once only one pay point on that person's first employment following registration with NMBA or at any time during that person's employment as a Registered Nurse Level 1, upon one only of the following:

- a) attainment of an undergraduate degree that leads to registration as a nurse; or
- b) registration in another branch of nursing or on another nursing register maintained by NMBA where the employee is working in a position in a particular practice setting which requires the additional registration; or
- c) successful completion of a post-registration course of at least 12 months' duration where the employee is required to perform the duties of a position to which the course is directly relevant.

Such advancement in pay-point shall be operative from the next pay day after official proof of successful completion of the course or registration matters has been produced by the employee.

- d) A Registered Nurse / Registered Midwife Level 1 whose current rate of pay includes the advancement provided for in clause 4.5 shall not be entitled to further advancement under clause 4.5.
- e) A Registered Nurse / Registered Midwife Level 1 shall not retain an entitlement to advancement in pay-point pursuant to clause 4.5 c) if that nurse is no longer working in a position for which such additional registration is a requirement;
- f) A Registered Nurse / Registered Midwife Level 1 shall not retain an entitlement to advancement in grade pursuant to clause 4.5 c) if that nurse is no longer working in a position for which such post-registration course is directly relevant.

4.6 Accelerated Advancement - Enrolled Nurse

- a) An employee shall be entitled to accelerated advancement by one Paypoint:
 - i. for possession of a post enrolment qualification accredited by an Australian statutory nurse registering authority; or
 - ii. on completion of a post enrolment course of at least 6 months' duration where such an employee is required to perform duties of a position to which such training is directly relevant:

Provided that an employee who has already been advanced one pay-point under this clause shall not be entitled to further advancement under this clause.

- b) An employee who has advanced in accordance with clause (a) shall not be entitled to further accelerated advancement pursuant to this clause.
- c) An Enrolled Nurse shall not retain an entitlement to advancement in grade pursuant to clause (a) if that nurse is no longer working in a position for which such qualification is directly relevant.
- d) Clause 4.6 shall not apply to an Enrolled Nurse's medication endorsement.

4.7 Experience to Count

- a) For the purpose of determining the rate of wages payable by reference to the grade/paypoint of any employee, an employee shall be given credit for all previous continuous nursing service provided:
 - i. That previous nursing service shall include time spent in obtaining additional nursing certificates other than the General Nursing Certificate:
 - ii. Further that a part-time or casual employee shall be required to complete the equivalent of a full working year (1976 hours) from the time of their first appointment, enrolment or registration or of their last increment before being eligible for the next increment provided that a person who has completed 1976 hours of duty, or has received payment for 1976 hours, including annual, sick, bereavement and other paid leave, shall be deemed to have completed a full year; such next pay increment shall be operative from the next pay after the increment is earned.
- b) In calculating continuous nursing service for the purpose of this clause, any period of service (other than time spent as a nursing employee on full-pay in obtaining additional nursing certificates) prior to an absence of over 3 years from nursing duties covered by a relevant nursing agreement shall not be taken into account:

Provided further that the onus of proof of previous experience shall be on the employee.

- c) Any employee unable to provide proof of previous experience within 4 weeks of engagement, will be paid at the appropriate rate of pay for the first year of service or the year to which proof of experience is provided for the class of employee so appointed. Wages shall continue at this rate of pay until proof of previous experience is provided to the employer or until such time as service has been accumulated to warrant payment at a higher rate. Where proof of previous experience is not provided within 4 weeks of engagement, wages will continue to be paid at that rate of pay until such time as further proof of previous experience is provided to the employer and only then will the higher rate become payable from the date supplied.

Subject to proof of previous experience being provided within 4 weeks, the employer will adjust previous payments back to the date of commencement.

Upon receipt of proof of previous experience, the employer will provide written confirmation to the employee that such proof has been received.

The employee may seek co-operation of the Union to assist in obtaining or establishing such proof of previous experience still outstanding.

- d) On termination of employment each employee shall be given a certificate setting out the duration of employment at that facility, capacity of employment, details of any advancement (or reversal of advancement) in grade/paypoint pursuant to clause 4.5 and 4.6 (Accelerated Advancement), and in the instance of part-time and casual employees, the total hours worked.

4.8 Classification of RN Level 1 and Enrolled Nurse – Absent from work for more than three years.

- 1) In order to attract appropriately trained and experienced nursing employees, all previous service of any Registered Nurse Level 1 or Enrolled Nurse who has been absent from the workforce for more than three years but less than eight years shall be recognised subject to the following:
- i. Requirements imposed by NMBA and relevant legislation; and
 - ii. A competency-based assessment by the Hospital no later than six months after the employee commences work with the employer.
- a) Upon satisfactory completion of assessment, the employee will be advanced in grade payment, to the grade appropriate to the employee's prior experience.
 - b) Where the staff member does not satisfactorily complete the assessment, the staff member will be placed on the payment level considered appropriate by their Manager and DoN&MS for their current level of performance. This level will not be lower than Level 1.2 for the Registered Nurse or pay year 2 for the Enrolled Nurse. The services of the Education Co-ordinator will be obtained to assist with the education of the employee.
 - c) A further assessment will take place within a further six months at this level and the same procedure as outlined above will be followed i.e. If fully competent to reflect all prior experience, then the staff member shall be paid accordingly, if not, then a further review will take place within the next 6 months.
 - d) In the event that the employer fails to perform an assessment of the employee's performance, all prior service will automatically be recognised on the completion of seven months employment and the employee will automatically progress to a Level 1 pay point relevant to the employee's prior experience.

4.9 Allowances

4.9.1 On-Call Allowances

- a) Clause 4.9.1 does not apply to NUMs and Level 4 Registered Nurses.

On call rates for employees who are rostered to be on-call at their private residence, or at any other mutually agreed place, shall for all periods of on call of 24 hours or part thereof, be paid for all periods of on call as follows:-

Date	Mon - Fri	Sat, Sun, Pub Hol, RDO & ADO
10/11	27.00	43.20
10/12 + 3.0%	27.81	44.50
10/13 + 3.0%	28.64	45.84
10/14 + 3.0%	29.50	47.22
10/15 + 3.5%	30.53	48.87

- b) Payment shall be calculated by reference to the calendar day on which the major portion of the on-call period falls.
- c) If an employee rostered to be on-call is required to work, such work shall be remunerated at the appropriate overtime rate, in addition to the allowance prescribed in provision 4.9.1 a) of this subclause. A minimum payment of three hours at the appropriate overtime rate shall be paid, provided that except in the case of unforeseen circumstances arising, the employee shall not be required to work for three hours if the work for which the employee was required and any associated duty is completed within a shorter period. Entitlement to such remuneration shall commence from the time the employee starts work.

- d) Where an employee has completed one period of work whilst being on-call, goes home and is then called in again during the same 24 hour period of on-call, then the second and subsequent periods of work will be added to the first period of on-call when calculating overtime payments.

For example, if the employee works two hours during the first period, they will be paid the minimum three hours at x1.5. If the same employee is called in to work again, they will be paid x2 i.e. double time with a minimum of 2.25 hours being paid at this rate.

- e) An employee who is required to work shall be provided with transport to and from their home or shall be refunded the cost of such transport.

Provided that where an employee is required to work within three hours of commencing normal duty and the employee remains at work, the employee shall be provided with transport from their home to the hospital, or shall be refunded the cost of such transport.

- f) An employee placed on-call is required to remain at their private residence or at any other mutually agreed place as will enable the employer to readily contact them during the hours for which they have been placed on-call, or shall be provided by the employer with an electronic or other device by which the employee can be contacted.
- g) An employee on-call who usually lives out and who is required to remain on close call within the hospital precincts shall be provided free of charge with board and lodging, in addition to any allowances payable pursuant to this subclause.

4.9.2 On-Call – extra week of annual leave

- a) 20+ call ins
- i. For nursing staff employed prior to 1/4/2006, who are nominated to perform on-call work and who, as part of that arrangement, are called in to work on 20 or more occasions in any one year shall accrue an additional 38 hours of annual leave. This leave is paid at ordinary daily rates and is exclusive of leave loading.
 - ii. Employees who commenced after 1/4/2006 shall have their anniversary year as the twelve month period.
- b) Being on-call for 75+ times in a year (all employees)
- i. As permanent employees who work in areas that are not operational 24/7 are unable to obtain an extra week of annual leave due to not being defined as a shift worker for the purposes of the extra week of leave, the opportunity will exist for these employees to obtain an extra 38 hours of leave as a result of participating on the on-call roster.
 - ii. Permanent employees (part-time or full-time) shall be credited with an additional 38 hours of annual leave (no loading) providing the following criteria have been met:
 - A. The employee has been placed on-call for 75 or more times in the same 12 month period currently used to calculate whether or not the employee has been actually called in 20 or more times.
 - B. The employee has not been called in 20 or more times in the 12-month period but has been on call 75 or more times.
 - C. The employee does not work in a Unit which is operational 24/7 and is therefore not defined as a shift worker for the purposes of an additional week of annual leave.
 - D. A period of on-call counts as one period if:

- i) From Monday to Friday, it covers the full period between the end of rostered work on one day and the commencement of rostered work the next. For example, theatre ends at 9.30 pm and the employee is placed on call until theatre commences the next morning at 6.00 a.m. This will count as one period of on-call.
 - ii) The period covers a full 24-hour period if falling on a weekend or public holiday.
 - iii) Where periods of on-call are less than those described in i) and ii) above, they will be counted on a proportionate basis. For example, being on-call for 12 hours on a Saturday in theatre, will count as 0.5.
- E. Entitlements will be calculated at the end of the 12-month period only.
- F. Should an employee leave prior to the completion of their anniversary year and they have already met the above criteria, they will be paid for the 38 hours of extra leave on termination.

4.9.3. Recall – All Nurses other than Nurse Unit Managers and Level 4 Registered Nurses

The following provisions shall apply to employees who are not rostered to be on-call, but who are recalled to work:

- a) An employee who is recalled to work shall be paid at the appropriate overtime rate, with a minimum of 3 hours, provided that the time spent travelling to and from the place of duty shall be deemed to be time worked:

Provided that where an employee is recalled within 3 hours of rostered commencement time, and the employee remains at work, only time spent in travelling to work shall be included with actual time worked for the purpose of overtime payment.

- b) Except in the case of unforeseen circumstances arising, an employee who is recalled to duty shall not be obliged to work for 3 hours if the work for which the employee was recalled, and any associated duty is completed within a shorter period.
- c) If an employee is recalled to work the employee shall be provided with transport to and from their home or shall be refunded the cost of such transport:

Provided that where an employee is recalled to work within 3 hours of commencing normal duty and the employee remains at work, the employee shall be provided with transport from their home to the hospital or shall be refunded the cost of such transport.

4.9.4 Uniforms

- a) Where employees are required to wear a uniform as a condition of their employment, the employer will either;
 - i) provide the uniform, or
 - ii) provide an annual allowance to the value of \$230 paid pro-rata on a fortnightly basis. Non full-time employees shall receive this allowance on a proportionate basis with a minimum payment p.a. equivalent to one top and one bottom as adjusted on the 1st January each year.

- b) Where the employer elects to provide the uniform free of charge, the following allocation will apply for nursing uniforms (not scrubs) as a minimum:

Full time – initial allocation upon employment (pro-rata for part time)

4 tops, 3 bottoms, 1 knit

Full time – second and subsequent years

3 tops, 2 bottoms & 1 knit

Part time – second and subsequent years
 2 tops, 1 bottom & 1 knit
 Casual
 1 top, 1 bottom & 1 knit

- c) For part-time and casual employees, applications for more uniforms may be made if the employee is regularly rostered in excess of 2 shifts per week.
- d) Applications to replace damaged or ill-fitting uniforms or for a supply of maternity uniforms outside of the re-order period, may be made directly to Human Resources.
- e) Any uniforms issued by the employer remain the property of the employer and must be returned upon termination of employment.

4.9.5 X-Ray Allowance

- a) All nursing staff required to wear lead aprons or similar apparel, shall be entitled to a payment of \$9.82 per week.
- b) The above minimum payment will be increased over the life of the agreement as follows:

Date	\$
10/2012 +3.0%	9.82
10/2013 +2.5%	10.07
10/2014 + 2.5%	10.32
10/2015 + 2.4%	10.57

- c) If there is doubt about whether the staff member is required to wear a lead apron, this will be referred to the Unit Manager for clarification and reference to the *Radiation Safety Act 1999*.

4.9.6 Qualification Allowance

- a) An employee who is an Enrolled Nurse or Registered Nurse Level 1, 2 or 3, upon production of evidence of the attainment of a qualification recognised under this sub-clause, shall be entitled to an all-purpose Qualification Allowance as detailed below. This allowance is payable if:
 - i. the qualification is relevant to the area in which the employee is working or to the work performed by the employee; or the Employer requires the employee to hold a particular post graduate tertiary qualification from a recognised training institution (or equivalent); and
 - ii. the qualification in question is one other than a qualification for which the employee is benefiting from "accelerated advancement" under clause 4.5 or 4.6.
 - iii. The qualification must be university based or another credential of equivalent value specifically approved by Ramsay Health Care.

Qualification Name	Description	Allowance \$/week
Post Enrolment or Registration Certificate/Diploma	Earned over at least 2 academic semesters (or equivalent) and consists of 4 or more modules (or equivalent).	\$17.38*
Masters/PhD	Course consists of 4 semesters full-time. Requires a related Degree prior to enrolment with a minimum of 24 units.	\$34.76*

*Pro-rata for part-time and casual employees.

b) The above rates are to be increased over the life of the agreement as follows:

10/12 + 3.0%	10/13 + 3.0%	10/14 + 3.0%	10/15 + 3.5%
\$17.38	17.90	18.44	19.09
\$34.76	35.80	36.88	38.17

c) An employee shall only be entitled to the payment of this allowance for one qualification, that being the highest qualification earned by the employee.

d) In the event of a lack of clarity, or disagreement over recognition of an employee's qualification for the purposes of this sub-clause, the matter shall be referred to the DoN&MS for resolution. If the matter remains unresolved the employee may have the matter dealt with in accordance with the Procedure for Preventing and Settling Disputes and Grievances, in this agreement.

4.9.7 In-Charge and Higher Duties Allowances

In-Charge Allowance

An allowance of \$11.59 per shift will be paid to each RN Level 1 who is directed to be or who is appointed as the nurse "in charge" or the shift leader on each shift when a NUM, Level 3 or Level 2 is not available in the immediate ward or unit on that shift. This allowance is payable in addition to all other allowances payable and will be increased throughout the life of this agreement as per below.

10/12 + 3.0%	10/13 + 3.0%	10/14 + 3.0%	10/15 + 3.5%
\$11.59	\$11.94	\$12.30	\$12.73

Higher Duties

a) One week or more – If any employee is called upon to perform special duties or to relieve another employee on a classification for which a higher rate of pay than they are receiving is fixed by this Agreement, provided the period of performing such duties or such relieving work is one week or more, they shall be paid such higher rate for the whole of such period.

b) Less than one week – Any employee required (for at least 5 hours on any shift but less than one week) to relieve another employee on a higher classification for which a higher rate of pay than they are receiving is fixed by the award, shall be paid \$11.59 per shift extra which shall be increased throughout the life of this agreement as per below;

Provided that no employee being paid an allowance for this purpose at a higher rate shall be disadvantaged.

10/12 + 3.0%	10/13 + 3.0%	10/14 + 3.0%	10/15 + 3.5%
\$11.59	\$11.94	\$12.30	\$12.73

4.9.8 Travel Allowance

a) Where an employee is directed to use their own vehicle in the course of their duties, they shall be paid an allowance equivalent to the rate prescribed by the Australian Taxation Office for vehicles with a 1.6 to 2.6 litre engine.

b) No employee will be expected to use their private vehicle for the purposes of transporting work related materials or personnel unless they are willing to do so. Where there is no agreement, the staff member will be issued with a company vehicle or taxi voucher.

4.10 Night Shift Recruitment and Retention Special Payment

Full-time and part-time Registered Nurses Level 1, 2 & 3 and Enrolled Nurses who work a shift for which a night shift penalty is payable shall receive an additional Night Shift Recruitment and Retention Special Payment of \$13.50 per shift. This payment is not applicable when the majority of shift they have worked falls between 12.00 am Saturday and 12.00 am Monday, or on a public holiday.

4.11 Occupational Superannuation

a) *Superannuation contribution*

- i. The employer shall contribute on behalf of each eligible employee, such superannuation contributions as required to comply with the *Superannuation Guarantee (Administration) Act 1992* as amended from time to time (being 9% of ordinary time earnings, at 1 July 2012), into an approved superannuation fund, subject to compliance with the *Act* and current Taxation Legislation, as varied from time to time. The nominated fund must be able to accept electronic fund transfers. The employer will continue to make superannuation contributions for eligible employees over the age of 69.

The above contribution shall be payable subject to legislation so requiring such payments provided that:

- A. Contributions on behalf of each eligible employee shall apply from the date of the employee's commencement of employment with the employer notwithstanding the date the membership application was forwarded to the Fund. Such contributions will be made at least monthly.
- B. "Ordinary time earnings" shall be as per the Australian Tax Office definition which includes shift allowances and weekend penalty rates.

- ii. The fund and the amount of contributions paid shall be included in pay advice notices provided by a respondent employer to each employee.

b) *Provision for workers to make superannuation contributions to their Fund:*

- i. An employee may make contributions to the Fund in addition to those made by the employer under clause 4.11.a).
- ii. An employee who wishes to make additional contributions must authorise the employer in writing to pay into the Fund, from the employee's wages, a specified amount in accordance with the Fund trust deed and rules.
- iii. When the employer receives written authorisation from the employee, they must commence making payments into the fund on behalf of the employee within 14 days of receipt of the authorisation.
- iv. An employee may vary the additional contributions by a written authorisation and the employer must alter the additional contributions within 14 days of the receipt of the authorisation.
- v. Additional employee contributions to the Fund shall be expressed in whole dollars.

c) *Salary sacrifice*

- i. For the purpose of the employee enjoying a higher contribution to the employee's occupational superannuation fund, an employer and an employee may agree at the written request of the employee that the employee will sacrifice part of their wages due under this Agreement, provided that such sacrificed part of their wages is paid by the employer to the credit of the employee in an agreed complying fund.

- ii. Definition - Remuneration packaging is the sacrifice or substitution of taxable income, whereby the total cost to Ramsay Health Care of any package configuration is no greater than if all entitlements had been taken as P.A.Y.G. equivalent salary. Under packaging, the total cost of a benefit (including taxes) is deducted from the package total of an employee, to arrive at the 'cash' salary component.
 - iii. Employees shall be permitted to elect to salary package their ordinary time earnings into an approved superannuation fund, subject to compliance with the *Act* and current Taxation Legislation, as varied from time to time. Where such an agreement is reached, the employee's salary shall be reduced by an amount equivalent to the additional superannuation contribution.
- d) This agreement shall be subject to the following provisos;
- i. The fund(s) comply with the provisions of *the Superannuation Industry (Supervision) Act 1993*, and is the current fund nominated by the employee.
 - ii. The contribution shall be expressed as a dollar amount of ordinary time earnings and shall be made on not less than a fortnightly basis.
 - iii. Such salary packaging arrangements shall be available to all employees with the exception of casual employees and those employed on fixed term contracts for less than a year.
 - iv. Any arrangements as set out in this clause shall be at the employee's written request.
 - v. The terms of the arrangement shall be committed to writing and signed by Ramsay Health Care and the employee.
 - vi. A copy of the signed agreement shall be held by Ramsay Health Care and a copy provided to the employee.
 - vii. Employees will be responsible for seeking their own independent financial advice regarding salary sacrifice superannuation.
 - viii. Should legislative changes result in any increase in the cost of providing an option to salary sacrifice superannuation, these shall be borne by the employee or the employee can elect to terminate the arrangement.
 - ix. The employee can elect to terminate the arrangement in writing at any time. Such written notice shall be provided to the Payroll Manager.

e) *Recovery of outstanding amounts*

An employee whose entitlements are not paid by the employer is able to recover the amount of any Salary Sacrificing arrangement through the Wages Recovery provisions of the *Fair Work Act 2009*.

f) *Superannuation Default Fund*

Where an employee fails to nominate an approved superannuation fund within fourteen days of commencement with the Employer, the Health Employees Superannuation Trust Australia (HESTA) shall be the default fund into which the Employer shall forward any applicable employer contributions as determined by the *Superannuation Guarantee (Administration) Act 1992* as amended from time to time.

PART 5 - HOURS OF WORK, BREAKS, SHIFT AND WEEKEND PENALTIES AND OVERTIME.

5.1 Hours of Work

- a) Subject to the exceptions hereinafter provided, the ordinary hours of work shall be an average of 38 per week.
- b) Unless the employee is working a 12 hour shift as per Clause 5.18, the ordinary working hours of all employees shall not exceed 10 hours per day exclusive of meal breaks and shall be worked within a spread of 12 hours calculated from the commencing time.
- c) The limitations of hours in clause 5.1 shall not apply to NUMs and Registered Nurses Levels 4.

5.1.1 Method of implementation

Different methods of implementation of the 38 hour week may apply to individual employees, or groups or sections of employees in the Hospital.

5.1.2 8 hour day and accrual of time off

Subject to the provisions of clause 5.5 (Rest between periods of rostered work), employees may agree that the ordinary hours of work may be 8 per day or may exceed 8 on any day, thus enabling accrual of time off at ordinary time rate of pay on one or more than one work day during a particular work cycle.

5.1.3 Accumulation of accrued days off (ADO's)

- a) Full time employees will be entitled to accrued days off (ADOs) and may agree with their Manager, to accumulate up to a maximum of five ADOs. Where such agreement has been reached, the accumulated days off shall be taken within twelve calendar months of the date on which the first ADO was accrued. Consent to accumulate ADOs shall not be unreasonably withheld by either party.

5.2 38 Hour Week – Procedures for Enterprise Level Discussions

- a) The employer shall consult with, and give reasonable consideration to the wishes of employees over the most appropriate means of implementing and working a 38 hour week.
- b) The objective of such consultation shall be to reach agreement on the method of implementing and working the 38 hour week in accordance with this clause.
- c) The outcome of such consultation shall be recorded in writing.
- d) In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of their relevant employee or employer organisation.
- e) Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the employer shall have the right to make the final determination as to the method by which the 38 hour is implemented or worked from time to time.
- f) After implementation of the 38 hour week, upon giving 7 days' notice or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered, from time to time, following negotiations between the employer and employees concerned utilising the foregoing provisions.

5.3 Use of available working time

All employees shall observe the nominated starting and finishing times for the work day, including designated meal breaks and rest pauses, to maximise available working time.

Preparation for work and for travel home at the completion of work shall be in the employee's time.

5.4 Rosters

- a) All employees shall work in accordance with a fortnightly roster to be agreed from time to time between the employer and a majority of employees in any workplace or part thereof.
- b) The roster shall set out the employees' periods of duty and the starting and finishing times for such periods shall be displayed in a place conveniently accessible to employees at least 7 days before the commencement of each fortnight.
- c) Unless the employer otherwise agrees, an employee desiring to change a roster shall give the employer 7 days' notice of the desired roster change except where the employee is ill or in an emergency.
- d) Unless the employee/s otherwise agree, an employer desiring to change a roster/s shall give the employee/s at least 7 days' notice unless the change is necessary to meet unforeseen fluctuations in patient demand for services, or where another employee is absent from duty on account of illness or an emergency.
- e) Subject to unforeseen circumstances, each employee shall be allowed 4 whole days free from rostered work in each fortnight.
- f) An employee's roster may provide for any one of the following combinations of days free from rostered work in each fortnight:
 - i. 2 periods comprising 2 days each or 3 consecutive days and one stand-alone day, or one period of 4 consecutive days.
 - ii. Provided any one of these combinations may be amended to enable 2 single days free from rostered work if requested in writing by the employee.
 - iii. The days free from rostered duty to be enjoyed by full-time employees working shifts longer than 8 hours and/or shorter than 8 hours on any day shall be enjoyed in a period or periods no less favourable than those set out in clause 5.4 other full-time employees.
- g) Inclusion of a casual employee in any roster shall be deemed to be notice of likely hours of employment during the roster period and shall not be deemed to be a guarantee of employment for those hours.

5.5 Rest Between Periods of Rostered Work

- a) An employee shall be allowed a break of not less than 10 hours between the termination of one shift and the commencement of another.
- b) A break of not less than 8 hours shall be permitted under the following circumstances:
 - i. to permit changes of shift rosters; or
 - ii. the 10 hour break may be reduced by agreement between the employer and the employee in circumstances where they are of the opinion the employee will not be unduly fatigued and the employee's professional competence will not be adversely affected. The form '8 Hour Break by Agreement' located on the intranet site is to be completed by the employee and their NUM with a copy forwarded to the pay office and the ADON for the area. No substantive change will be made to the form for the life of the agreement.
- e) Clause 5.5 b) shall not apply in the instance of an employee rostered to work following a 10 hour shift.

NOTE: See also clause 5.14 for 8 - 10 hour break after overtime.

5.6 Banking of Hours-Intensive Care Unit (ICU) and Coronary Care Unit (CCU)

5.6.1 A full-time or part-time (permanent) employee working in either ICU or CCU may, by agreement made daily, weekly or fortnightly, elect to 'flex their shifts' either by increasing or decreasing the hours worked, according to workload or occupancy, without impacting their rostered take home pay. Such an arrangement will be by mutual agreement in writing.

5.6.2 The hour's bank debit and credit limit will reflect each individual staff member's contracted hours per week, i.e. a full time staff member's limits would be -40 hours debit or +40 hours credit.

5.6.3 Those staff members utilising the Banking of Hours option must commence an "Hours Bank Account". All aspects of this account must be completed and authorised by the Nurse Unit Manager, or person delegated as in charge of the shift in the absence of the Nurse Unit Manager, or Assistant Director of Nursing Services at the time of debit or crediting hours in the bank.

5.6.4 Hours can be "flexed" by the hour, part shift, or whole shift by mutual agreement with the employer.

5.6.5 Staff members who participate in the Hours Bank model may still elect to be paid overtime rates at times rather than accrue hours at ordinary rate i.e., hour for hour, in their bank.

5.6.6 The Nurse Unit Manager is responsible for ensuring that debit and credit limits are in accordance with contracted hours and for keeping accurate records. Accurate records must be kept by the employer and made available to the employee upon request.

5.6.7 Shift and weekend penalties applying to banked hours will be converted to hours for the purpose of bank totals. This will be for both banking and paying back purposes. The following table shows examples of what you would either owe or be credited for 8 and 12 hour shifts. Any applicable night shift bonus (clause 4.10) will be paid during the pay period that the shift was worked.

SHIFT TIMES/DAYS	8 HOURS	12 HOURS
EVENINGS (12.5%)	9	13.5
NIGHTS (20%)	9.6	14.4
SATURDAYS (50%)	12	18
SUNDAYS (75%)	14	21

5.6.8 When the employee withdraws from the bank, shift and weekend penalties are not payable regardless of the rostered shift being swapped for the banked hours as the penalties have already been 'paid' into the employee's bank as per 5.6.7 above.

5.6.9 Either party (management or employee), can withdraw from the banking of hours by providing advice in writing to the other party, effective immediately. The employee's credit or debit in their account at the time of the withdrawal must equal zero within four weeks from withdrawal.

5.6.10 Should the employee apply for any leave (paid or unpaid) exceeding two (2) weeks, the bank balance must be zero (0) prior to leave commencing.

5.6.11 On termination of an employee's employment, the Nurse Unit Manager must provide the pay office with written confirmation of the number of hours in debit or credit to ensure the final pay is adjusted correctly.

5.7 Extra Payment for Weekend Work

- a) All rostered ordinary hours worked by any employee other than a NUM or Registered Nurse Level 4, between Midnight Friday and Midnight Sunday up to and including 10 ordinary hours in any one shift shall be paid for at the rate of ordinary time plus the additional percentage of the employee's ordinary time rate as follows:

Midnight Friday to Midnight Saturday	50%
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Midnight Saturday to Midnight Sunday	75%
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- b) All time worked by an employee during the above weekend period in excess of ordinary hours in any one shift shall be paid at the appropriate overtime rate in lieu of the above additional percentages.

5.8.a) Shift Penalties

- i) Shift workers shall be paid in addition to their ordinary rate a shift allowance as specified for each shift of ordinary hours as follows:-

Afternoon Shift	12.5%
Night Shift	20%

- ii) For the purpose of this subclause an "afternoon shift" is a shift, other than a night shift as defined herein, commencing at or after 12-midday. A shift that commences before 12-midday but has the majority of ordinary hours worked after 3.00p.m. shall also be classified as an afternoon shift.

A "night shift" is a shift commencing at or after 6.00 p.m. or before 7.30 a.m. the following day, the major portion of which is worked between 6.00 p.m. and 7.30 a.m.

- iii) In the instance of a casual employee the shift allowance prescribed herein shall be calculated on the relevant rate of pay exclusive of the casual loading.
- iv) The shift allowance prescribed herein shall not apply to a Nurse Unit Manager, Registered Nurse Level 4 nor to shift work performed by any employee on Saturday/Sunday or Public Holidays where the extra payments prescribed by clauses 5.7 (Weekend Penalties), 6.2.1 (Public Holidays Option A) and 6.3.6 (Public Holiday Option B) apply.

5.8 b) Day shifts commencing before 6.00 a.m.

Where day shifts commence before 6.00 a.m. a 20% penalty shall apply to all time worked prior to 6.00 a.m. For example, if the shift commences at 5.00 a.m., the employee will be paid a 20% penalty for one hour of that day shift.

5.9 Meal Breaks

- a) Where an employee is rostered to work at least 6 hours continuously the employee shall be entitled to a meal break of not less than 30 minutes between the fourth and sixth hour after the commencement of duty and thereafter at intervals of not more than 6 hours.
- b) Except as hereinafter provided in paragraph c) of this subclause double time shall be paid for all work done during meal breaks and thereafter in that shift until a meal break is taken.
- c) Payment at double time will be made in accordance with paragraph b) when an employee has, within the 6 hour period referred to in paragraph a) above, informed their immediate supervisor or other appropriate management representative that they are unable to take a meal break, and they have received authorisation from that person to work through the meal break and/or beyond the sixth hour without a meal break. In order to qualify for double time payment under this subclause an employee's inability to take a meal break must be for reasons other than to suit an employee's own particular requirements.

Provided that paragraphs b) and c) of this subclause do not apply to Registered Nurses level 3, Nurse Unit Managers, Registered Nurse level 4 as these employees are to organise their work time so that a meal break is taken at an appropriate time.

- d) If it is necessary for an employee to remain on the premises or in the immediate working area during a meal break so that they are available to be called back to work, then the 30-minute meal break is paid at the ordinary time rate.

If the meal break is interrupted, the staff member will be released from duty as soon as possible after the interruption to complete their 30-minute meal break.

The period will not count as time worked when calculating 'ordinary hours'. This payment will show as 'Overtime 100%' which equals the ordinary time rate, on the employee's pay slip.

5.10 Rest Pauses

- a) Every employee shall be entitled to a rest pause of not less than 10 minutes' duration within each completed period of 4 ordinary hours of work at a time to be agreed between the employer and the employee.
- b) Notwithstanding the above, and at the discretion of the employer, the period of 2 rest pauses may be combined to provide one 20 minute rest pause in the first half of the ordinary period of work.

5.11.1 Overtime

- a) Clause 5.11.1 (overtime) does not apply to NUMs and Level 4 Registered Nurses
- b) An employee may be required to work reasonable overtime.
- c) Except in an emergency, no employee shall work overtime unless instructed to do so by a person authorised to so instruct.

5.11.2 Overtime - penalty rates

All authorised time worked in excess of rostered ordinary hours of work on any day shall be deemed to be overtime and shall be paid at the following rates:

- a) For all authorised overtime on Monday to Saturday inclusive, payment shall be made at the rate of time and a-half for the first 3 hours and double time thereafter.
- b) For all authorised overtime on a Sunday, payment shall be made at the rate of double time.
- c) For all authorised overtime on a Public Holiday, payment shall be made at;
 - i. 250% for all time worked for those employees who would have been paid at 150% for ordinary time worked on that day, or
 - ii 300% for all time worked for those employees who would have been paid 250% for ordinary time worked on that day;

Provided that for a) and b) above, the employee works at least 8 hours on that shift or more than 76 hours in a fortnight.

5.12 Overtime – Alternative Compensation (TOIL)

- a) Subject to the prior approval of the employer, an employee may elect to be compensated for overtime worked either by payment, or by accumulating time off in lieu (TOIL). All TOIL shall accrue at the full overtime penalty rate. Records are to be kept detailing entitlements.
- b) Employees may accrue up to a maximum of 24 TOIL hours.
- c) The taking of accrued TOIL hours shall be by mutual agreement between the employee and their manager. Where there is no agreement reached, the Manager shall give the staff member two weeks written notice as to when TOIL is to be taken.
- d) TOIL is to be taken within 12 months of being accrued.

5.13 Overtime Meal

- a) An employee who is required to continue to work after the usual ceasing time shall be supplied with a reasonable meal at the employer's expense, or be paid \$11.12 per meal in lieu thereof, after more than 2 hours, or after more than one hour if overtime continues beyond 6.00 pm. If an employee continues to so work the employee shall be allowed an additional meal or \$11.12 in lieu thereof for each completed 4 hours' work after the first hour.
- b) Employees working overtime after the completion of a rostered shift shall wherever possible be given priority for taking rest pauses and meal breaks ahead of employees' not working overtime.
- c) The overtime meal allowance will increase as follows:

10.12 + 3.0%	10.13 + 3.0%	10.14 + 3.0%	10.15 + 3.5%
\$11.12	\$11.45	\$11.80	\$12.21

5.14 Break after Overtime

An employee who works so much overtime between the termination of their ordinary work on the 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 (i.e. the cessation of work on the one day and the commencement of work on the next day), shall;

- a) 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 absence.
- b) if, on the instructions of their employer, such an employee resumes or continues work without having had 10 consecutive hours off duty they shall be paid double rates until they are released from duty for such period, and such employee shall then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- c) With the exception of employees rostered to work following a 10 hour shift, the provisions of this clause shall apply in the case of shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:
 - i to permit changes of shift rosters; or
 - ii by agreement between the employer and employee in circumstances where they are of the opinion the employee will not be unduly fatigued and the employee's professional competence will not be adversely affected.

5.15 Fatigue - On call on a Sunday

As a general guideline, unless mutually agreed between the employee and employer, or unless exceptional circumstances apply, an employee will not be placed on call on a Sunday if rostered to work the following Monday.

5.16 Fatigue - On call (general)

Where an employee has been called in to work within 8 hours of commencing their next rostered shift and the employee has already had an 8/10 hour break as per clause 5.14, the NUM may decide to recommend to the ADoNS or DoN&MS that the employee be stood down on full pay after considering possible levels of fatigue, the needs of the shift, the ability to replace the employee and the subsequent impact on colleagues and the business. Should such a recommendation be made, the final decision will rest with the ADoNS or DoN&MS to a maximum period of 8 hours from when the employee last worked.

For example, if it has been 6 hours since the employee last worked the ADoNS may agree to stand the employee down on full pay for the first 2 hours of his/her rostered shift. The employee would be expected to commence work after these 2 hours which would mean they have had a total of 8 hours off since last working.

5.17 Voluntary additional hours or shifts – part-time employees

Subject to the provisos in this sub-clause, the Employer and an employee may agree that the employee is to work additional hours or additional shifts in:

- (a) the classification in which the employee is currently engaged; or
- (b) in a lower classification covered by this Agreement:

Provided that:

- i. the working of additional hours or shifts is at the instigation of the employee concerned; and
- ii. such additional hours or shifts do not exceed the ordinary hours permitted by this Agreement to be worked by a full-time employee without overtime payment; and
- iii. such additional hours or shifts are to be paid at the ordinary time rate of pay relevant to the work performed in those additional hours or shifts; and

Provided further that an employee may seek to work additional hours or shifts to attain additional skills and to this end, where so agreed by the Employer, appropriate training must be provided by the Employer; provided further that hours worked in excess of those ordinary hours permitted by this Agreement for a full-time employee shall attract the overtime rate of pay.

5.18 Voluntary 12 hour shifts

Voluntary 12-hour shift arrangements may be put in place in accordance with Schedule C of this agreement.

5.19 Handover Time

Upon commencement or cessation of each nursing shift there will be provision for handover between outgoing and incoming nursing staff so as to provide sufficient time for the reading of relevant patient documentation and clarification of any patient care issues from outgoing staff.

PART 6 - LEAVE AND PUBLIC HOLIDAYS

6.1 Annual Leave - Options Offered and Default Mechanism

- 1) This Agreement enables employers and employees, by mutual agreement, to choose between 2 options in regard to the benefits under the headings of annual leave and public holidays which can be enjoyed by employees.

The options accessible are based on:

Option A: benefits available to nurses under the previous Award/ Agreements; and

Option B: benefits available to non-nursing employees employed in industry generally

The method of accessing either of the options is as set-out below.

If Option B is not agreed then the provisions of Option A will apply by default.

Option A benefits can be briefly summarised as being one extra week's paid annual leave more than the standard annual leave entitlement available in industry generally, together with only 3 paid Public holidays - refer clauses 6.2.1).

Option B benefits can be briefly summarised as being no extra paid annual leave but 10 paid Public holidays, -refer clauses 6.4.1).

2) *Access to either of the Options*

An employee shall, within one month of commencing employment, mutually agree with the employer in writing as to the choice of Option A or Option B offered under Part 6 this Agreement. Subject to the default position provided for in clause 6.1.1) acceptance of the employee's choice is at the employer's discretion after taking into account the Hospital's overall operating requirements. No employee is to be subject to pressure or coercion to elect one Option in favour of another.

An employee or an employer may change their choice of either Option A or Option B by mutual agreement only at the anniversary date of the employment of the employee by that employer.

The employer must keep a written copy of the record of each employee's successive choices for 6 years.

The options under clause 6.1 are limited to a choice between benefits under clause 6.2 or clause 6.3. The parties cannot choose cross-combinations of clauses.

6.2 Option A – Annual Leave

(applicable subject to being mutually agreed or by default if there is no agreement on use of Option A or Option B)

1) *Annual leave (5 weeks/6 weeks)*

a) Every full-time employee shall at the end of each year of employment be entitled to annual leave on full pay of not less than 190 hours of leave:

Provided that an employee who is a continuous shift worker as defined in 6.2.2(b) shall be entitled to an additional period of paid annual leave as prescribed in the clauses below.

2) *Continuous Shift Worker*

a) Definition - Continuous shift work

Where work is performed in 3 shifts per day over 24 hours per day, over 7 days per week, it shall be known as continuous shift work. An employee working shifts over a 12 month period in rotation allocated by the employer covering morning, afternoon and night shifts as part of that continuous shift work roster shall be deemed to be a continuous shift worker.

b) 12 Months on Continuous shift work

If a continuous shift worker has worked at least twenty rostered shifts on each of the three types of shift (i.e. morning, afternoon and night shifts) as defined in this Agreement or alternatively has worked 152 hours on each of the three shifts (whichever is the least), during a twelve month period from the anniversary date of their employment, the employee shall be entitled to an additional 38 hours paid annual holiday for each twelve month period in which the employee has so worked. See also Clause 6.7 (Permanent Night Shift Worker).

c) A part-time employee shall be entitled to additional leave on a pro rata basis on the same conditions as apply to full-time employees subject to the employee working that number of each of the three types of shift which is proportionate to the total number of shifts to be worked by a full-time employee to become entitled to the additional leave.

The mere availability for continuous shift work shall not entitle an employee to additional annual leave.

d) Non-Continuous shift work

Where an employee has worked on only one or 2 of such types of shift during the period of 12 months referred to such an employee shall not be regarded as a continuous shift worker for the purposes of the extra week of annual leave.

e) Less than 12 months continuous shift work completed.

An employee who is not a continuous shift worker in terms of the above but has worked as a continuous shift worker for a portion of the 12 months prior to taking annual leave or who having worked as a continuous shift worker resigns before the completion of 12 months service, shall be entitled to additional annual leave on a *pro rata* basis in respect of the period of work performed as a continuous shift worker, on the terms below:

Provided that the following minimum number of each of the 3 types of shift have been worked:

- i. up to and including 3 months service, no entitlement;
- ii. from 3 months and up to but not including 6 months service - 5 of each shift to be worked;
- iii. from 6 months and up to but not including 9 months service - 10 of each shift to be worked;
- iv. from 9 months and up to but not including 12 months service - 15 of each shift to be worked.

f) Part-time employee entitlement after 12 months continuous shift work

A part-time employee shall be entitled to additional leave on a *pro rata* basis on the same conditions as apply to full-time employees subject to the employee working that number of each of the 3 types of shift which is proportionate to the total number of shifts to be worked by a full-time employee to become entitled to the additional leave.

[For example, an employee employed for 24 hours per week who has worked all 3 types of shift over the 12 months qualifies for additional leave if at least 12 of each type of shift has been worked (20 x 24/38).]

g) Part-time employee entitlement if less than 12 months continuous shift work completed.

A part-time employee who is deemed to be a continuous shift worker for less than 12 months in terms of clause (f) above shall accrue additional annual leave on a *pro rata* basis, provided that *pro rata* of the minimum of each shift as prescribed in clause (f) above has been worked.

[For example, an employee employed for 24 hours per week who resigns after 7 months service qualifies for additional leave if at least 6 of each type of shift has been worked (10 x 24/38).]

h) Pro-rata entitlement

Subject to the requirements as to minimum qualifying shifts (where appropriate) prescribed by clause 1 a), if the employment of an employee is terminated before the expiration of a full year of employment such employee shall be paid in addition to all other amounts due monetary *pro rata* equivalent of the employee's annual leave entitlement prescribed by clause 1 a).

- i) By mutual agreement between employer and employee annual leave may be taken in one or more parts provided that 38 hours of the entitlement shall be available in single day periods and the remaining entitlement shall be available in periods of not less than 38 hours.

- j) The 38 hours that may be taken in single day periods entitlement referred to in clause (j) above are deemed to be the week for which annual leave loading is not payable pursuant to clause (c) below and accordingly single day absences shall not attract annual leave loading.

3) *Calculation of annual leave pay*

In respect to annual leave entitlements, annual leave pay (including any proportionate payments) shall be calculated as follows:

- a) *Shift workers* - Subject to (b) below, the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or Holiday shifts.
- b) *All employees* - Subject to clause (c) below, in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
 - i. The employee's ordinary wage rate as prescribed by the Award for the period of the annual leave (excluding shift premiums and week-end penalty rates);
 - ii. A further amount calculated at the rate of 17.5% of the amounts referred to in clause 6.2.1.
- c) Clause (b) shall not apply to the following:
 - i. Any period or periods of annual leave exceeding -
 - 190 hours of leave in the case of continuous shift work; or
 - 152 hours of leave in any other case.
- d) If any of the annual leave referred to in clause 6.2 has not been taken as it falls due from time to time, such annual leave, by mutual arrangement, may be accumulated for a period not exceeding 2 years. All leave is to be paid for in advance or at another time by mutual agreement. Annual Leave shall be taken to suit the administration of the hospital but in exercising its discretion the administration will give reasonable consideration to the preference of employees.
- e) If the employee and employer cannot agree on the taking of annual leave the employer must give the employee at least 14 days' written notice of the starting date of any leave.

4) *Leave Debits*

- a) Leave debits will be equivalent to the ordinary hours employees would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.

5) *Accrued day off (ADO) arising from the implementation of the 38 hour week*

- a) Whilst on annual leave an employee continues to accrue time for the purposes of an ADO as if the employee had been at work. Such accrued time may be taken as additional time in conjunction with the Annual Leave, or be accumulated. For example, if the employee took one week of leave, they would have 40 hours deducted from their annual leave balance, they would be paid for 38 of these hours and 2 would be deposited into their ADO account. Leave loading would be paid to the employee on the full 40 hours.

6.3 Public Holidays – Option A

- 1) Payment for work done - All work done by any employees (other than casual employees) during their ordinary shifts on:
 - the 1st January;

- the 26th January;
- Good Friday;
- Easter Monday;
- the 25th April (Anzac Day);
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or

any day appointed under the *Holidays Act 1983* to be kept in place of any such holiday:

shall be paid for at time and a-half.

- 2) Labour Day - no work performed. All employees (other than casual employees) shall be entitled to be paid their ordinary rostered hours for the day on which Labour Day falls irrespective of the fact that no work may be performed on such day.
- 3) Labour Day, Show Day or Easter Saturday - work performed - If any employee actually works on Labour Day, "Show" Day, or Easter Saturday (the day after Good Friday) such employee shall be paid at the rate of double time and a half with a minimum of 4 hours.

For the purposes of clause 6.2.1:

"Labour Day" shall be the first Monday in October or other day appointed under the *Holidays Act 1983* to be kept in place of that holiday;

"Show Day" shall be a day in a district specified from time to time by the Minister by notification published in the Gazette of the day appointed under the *Holidays Act 1983* to be kept as a holiday in relation to the annual agricultural, horticultural, or industrial show held at the principal city or town as specified in such notification for such district;

- 4) Show Day
 - a) Where the Show is of more than one day's duration the employees may agree with the employer to choose another day during the show period in lieu of the day so appointed, in which case clause 6.2.1 (Public Holidays Option A) shall apply to the day so chosen.
- 5) Double-time and a half - For the purpose of clause 6.2.1 (Public Holidays Option A), where the rate of wages is a weekly rate "double time and a-half" means one and one-half days wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day.
- 6) Annual leave impact - Should Labour Day, Show Day or Easter Saturday occur during the period of an employee's Annual Leave, there shall be added to the employee's Annual Leave an extra day for each such day so occurring.
- 7) If rostered off - Where an employee is rostered off on Show Day or Easter Saturday normally worked by the employee, the employee shall be paid an additional day's wage or shall be granted a day's holiday in lieu at a time to be mutually arranged between the employer and the employee concerned, or an extra day shall be added to the employee's Annual Leave;

Provided that clause 6.2.1 (Public Holidays Option A) insofar as Easter Saturday or other public holiday falling on a weekend is concerned shall not apply to any employee whose ordinary hours of work are regularly worked between Monday and Friday inclusive and who regularly has Saturday and/or Sunday off each week.

- 8) Part-time employees

- a) Part-time employees shall be entitled to the holiday provisions of clauses 6.2.1. (1) to 6.2.1(5) inclusive above.
- b) A part-time employee who is rostered to work on a day of the week on which a public holiday falls, and who is not required to work on that day, shall be paid for the hours which would otherwise have been worked on that day.

6.3.1 Public Holidays Part-Time Employees Option A

- 1) Part time Employees on Option A receive five (5) weeks annual leave at their part-time rate, plus one additional week for continuous shift workers.
- 2) If part-time employees work on a particular day of the week 50% or more of their working time in the 6 months prior to the following public holidays;
 - a) Easter Saturday
 - b) Labour Day
 - c) Show Day

They will be paid at ordinary time rates for the public holiday falling on that day, even if they are not rostered to work on that public holiday.
- 3) Subject to 6.2.9 (Christmas Day and Show Day – Special Loading Option A), should the employee work on Easter Saturday or Labour Day, they will be paid at 250%.
- 4) For the remainder of the public holidays i.e.
 - a) Boxing Day
 - b) Show Day
 - c) New Years' Day
 - d) Australia Day
 - e) Easter Friday
 - f) Easter Monday
 - g) Anzac Day
 - h) Queen's Birthday

The employee will be paid at 150% for work on any of these days.

Subject to 6.10 below (Stand Down), if the staff member does not work on these days, there is no payment.

6.3.2 Additional annual leave option

An employee may agree in writing with an employer to be compensated for an entitlement to extra payment for work performed as prescribed by clause 6.2.1 by an entitlement to additional annual leave on full pay at the appropriate rate.

6.3.3 Substitution of days

Where there is agreement between the majority of employees concerned and the employer, and subject to statutory limitations, other ordinary working days may be substituted for the public holidays specified in clause 6.2.2:

Provided that, where an employee is subsequently required to work on such substituted day, the employee shall be paid the rate applicable for the holiday that has been substituted:

6.3.4 ADO impact

The ADO shall be so arranged that it does not coincide with a public holiday:

Provided that in the event that the ADO does coincide with a public holiday another day determined by mutual agreement between the employer and employee shall be taken in lieu thereof, this day to be within the same 4 weekly work cycle where possible.

6.3.5 ADO accrual

Where an employee is not required to work on any specific public holiday it shall be regarded as a day worked for accrual purposes of the ADO. For example, in this situation, the full-time employee will be paid 7.6 hours public holiday pay and .4 of an hour will be deposited into the employee's ADO balance.

6.3.6 Christmas Day & Show Day – Special Loading Option A

- 1) The Annual Leave Option A clause contained in this Agreement, provides for double time and a half the ordinary rate of pay on show days and one and a half time the ordinary rate of pay on Christmas Day (the gazetted public holiday).
- 2) The Christmas Day (gazetted public holiday) penalty will remain at time and a half.
- 3) A 100% 'Christmas Day special loading' will be payable on the **25th December**. The 100% Christmas Day special loading will be offset against reducing the show public holiday penalty loading from double time and a half to time and a half.
- 4) The Christmas Day special loading would be paid in the following way:

Day of the week on which Christmas Day falls	The current rate of pay	Total payment (including 100% Special Loading)
If 25 December is a Saturday	One and one half times	Two and one half times
If 25 December is a Sunday	One and three quarters times	Two and three quarters times
If 25 December is Monday to Friday	One and one half times	Two and one half times

- 5) The Christmas Day special loading is in addition to any other entitlement payable on 25 December.
- 6) No other change will be made to the current Agreement or Award provisions in relation to the Show day public holiday.
- 7) The change to the Show Day public holiday penalty from two and one half times to one and a half times and introduction of the Christmas Day special loading will take effect from 1 January 2010.
- 8)

6.4 Option B – Annual Leave

(subject to being mutually agreed)

1) Annual Leave (4 weeks/5 weeks)

- a) Every full-time employee shall at the end of each year of employment be entitled to an annual leave on full pay of not less than 152 hours of leave:

Provided that an employee who is a continuous shift worker as defined in clause 6.4.1 c) shall be entitled to an additional period of paid annual leave as prescribed in the clauses below.

- b) Definition - Continuous shift. Where work is performed in 3 shifts per day over 24 hours per day, over 7 days per week, it shall be known as Continuous shift work. An employee working shifts over a 12 month period in rotation allocated by the employer covering morning, afternoon and night shifts as part of that continuous shift work roster shall be deemed to be a continuous shift worker.
- c) 12 month on Continuous shift work - If a continuous shift worker has worked at least 20 rostered shifts on each of the 3 types of shift (i.e.. morning, afternoon and night shifts) as defined in this Award during a 12 month period from the anniversary date of their employment and has made themselves available for rostering on all of the 3 types of shift by the employer over such period or since such date, such employee shall be entitled to an additional 38 hours paid annual leave for each 12 month period in which an employee has so worked. See also Clause 6.7 (Permanent Night Shift Worker).
- e) The mere availability for continuous shift work shall not entitle an employee to additional annual leave.
- f) Non-continuous shift work.

Where an employee has worked on only one or 2 of such types of shift during the period of 12 months referred to such an employee shall not be regarded as a continuous shift worker for the purposes of clause 6.4.1 c).

- g) Less than 12 months' continuous shift work completed.

An employee who is not a continuous shift worker in terms of the above but has worked as a continuous shift worker for a portion of the 12 months prior to taking annual leave or who having worked as a continuous shift worker resigns before the completion of 12 months service, shall be entitled to additional annual leave on a *pro rata* basis in respect of the period of work performed as a continuous shift worker, on the terms below:

Provided that the following minimum number of each of the 3 types of shift have been worked:

- i. up to and including 3 months service, no entitlement;
 - ii. from 3 months and up to but not including 6 months service - 5 of each shift to be worked;
 - iii. from 6 months and up to but not including 9 months service - 10 of each shift to be worked;
 - iv. from 9 months and up to but not including 12 months service - 15 of each shift to be worked.
- h) Part-time employee entitlement after 12 months continuous shift work.

A part-time employee shall be entitled to additional leave on a *pro rata* basis on the same conditions as apply to full-time employees subject to the employee working that number of each of the 3 types of shift which is proportionate to the total number of shifts to be worked by a full-time employee to become entitled to the additional leave.

[For example, an employee employed for 24 hours per week who has worked all 3 types of shift over the 12 months qualifies for additional leave if at least 12 of each type of shift has been worked (20 x 24/38).]

- i) Part-time employee entitlement if less than 12 months continuous shift work completed

A part-time employee who is deemed to be a continuous shift worker for less than 12 months in terms of clause 6.4 (1c) shall accrue additional annual leave on a *pro rata* basis, provided that *pro rata* of the minimum of each shift as prescribed in clause 6.4 (1f) has been worked.

[For example, an employee employed for 24 hours per week who resigns after 7 months service qualifies for additional leave if at least 6 of each type of shift has been worked (10 x 24/38).]

2) Subject to the requirements as to minimum qualifying shifts (where appropriate) prescribed by clause 6.4 (1) if the employment of an employee is terminated before the expiration of a full year of employment such employee shall be paid in addition to all other amounts due monetary *pro rata* equivalent of the employee's annual leave entitlement in clause 6.4 (1).

3) By mutual agreement between employer and employee annual leave may be taken in one or more parts provided that 38 hours of the entitlement shall be available in single day periods and the remaining entitlement shall be available in periods of not less than 38 hours.

4) The 38 hours that may be taken in single day periods entitlement referred to in clause 6.4 (3) are deemed to be the week for which annual leave loading is not payable pursuant to paragraph 5) below and accordingly single day absences shall not attract annual leave loading.

5) *Calculation of annual leave pay*

In respect to annual leave entitlements to which clause 6.4 (1) applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

a) Shift workers - Subject to paragraph (b) below, the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or Holiday shifts.

b) All employees - Subject to paragraph (c) below, in no case shall the payment by an employer to an employee be less than the sum of the following amounts:

i. The employee's ordinary wage rate as prescribed by the Award for the period of the annual leave (excluding shift premiums and week-end penalty rates);

ii. A further amount calculated at the rate of 17.5% of the amounts referred to in clause 6.4. (1a).

c) Paragraph (b) above shall not apply to the following:

i. Any period or periods of annual leave exceeding -

- 190 hours of leave in the case of continuous shift work; or
- 152 hours of leave in any other case.

ii. Employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

d) If any of the annual leave has not been taken as it falls due from time to time, such annual leave, by mutual arrangement, may be accumulated for a period not exceeding 2 years. All annual leave is to be paid for in advance or at another time by mutual agreement. Annual Leave shall be taken to suit the administration of the hospital but in exercising its discretion the administration will give reasonable consideration to the preference of employees.

e) If the employee and employer cannot agree on the taking of annual leave the employer must give the employee at least 14 days' written notice of the starting date of any leave.

6) *Leave debits*

Leave debits will be equivalent to the ordinary hours employees would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.

7) *Accrued day off arising from the implementation of the 38 hour week*

Whilst on annual leave an employee continues to accrue time for the purposes of an ADO as if the employee had been at work. Such accrued time may be taken as additional time in conjunction with the annual leave, or be accumulated. For example, if the employee took one week of leave, they would have 40 hours deducted from their annual leave balance, they would be paid for 38 of these hours and 2 would be deposited into their ADO account. Leave loading would be paid to the employee on the full 40 hours.

6.5 Public holidays – Option B

a) Payment for work done - All work done by any employees (other than casual employees) during their ordinary shifts on:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Monday;
- the 25th April (Anzac Day);
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983* to be kept in place of any such holiday;

shall be paid for at double time and a-half.

b) Labour Day - no work performed - All employees (other than casual employees) shall be entitled to be paid their ordinary rostered hours for Labour Day irrespective of the fact that no work may be performed on such day.

c) Labour Day, Show Day or Easter Saturday - work performed - If any employee actually works on Labour Day, "Show" Day or Easter Saturday (the day after Good Friday) such employee shall be paid at the rate of double time and a half with a minimum of 4 hours.

For the purposes of clause 6.5 (Public Holidays):

"Labour Day" shall be the first Monday in October or other day appointed under the *Holidays Act 1983* to be kept in place of that holiday;

"Show Day" shall be a day in a district specified from time to time by the Minister by notification published in the Gazette of the day appointed under the *Holidays Act 1983* to be kept as a holiday in relation to the annual agricultural, horticultural, or industrial show held at the principal city or town as specified in such notification for such district;

d) Show Day

- i. Where the Show is of more than one day's duration the employees may agree with the employer to choose another day during the show period in lieu of the day so appointed, in which case clause 6.5 (Public Holidays) shall apply to the day so chosen.
- ii. In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

- e) Double-time and a half - For the purpose of clause 6.5, where the rate of wages is a weekly rate "double time and a-half" means one and one-half days wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day.
- f) Annual leave impact - Should any public holiday occur during the period of an employee's annual leave, there shall be added to the employee's annual leave an extra day for each such day so occurring.
- g) If rostered off - Where an employee is rostered off on Show Day or Easter Saturday normally worked by the employee, the employee shall be paid an additional day's wage or shall be granted a day's holiday in lieu at a time to be mutually arranged between the employer and the employee concerned, or an extra day shall be added to the employee's Annual Leave.

Provided that clause 6.5 insofar as Easter Saturday or other public holiday falling on a weekend is concerned shall not apply to any employee whose ordinary hours of work are regularly worked between Monday and Friday inclusive and who regularly has Saturday and/or Sunday off each week.

- h) Part-time employees
 - i. Part-time employees shall be entitled to the holiday provisions of clauses 6.5 a) to e) inclusive above.
 - ii. A part-time employee who is rostered to work on a day of the week on which a public holiday falls, and who is not required to work on that day, shall be paid for the hours which would otherwise have been worked on that day.
 - i. Should a part-time employee be rostered regularly to work on a day on which a public holiday happens to fall and such Public holiday occurs during a period of the employee's annual leave, there shall be added to the employee's annual leave an extra day for each such day so occurring.
- i) Additional annual leave option - An employee may agree in writing with an employer to be compensated for an entitlement to extra payment for work performed as prescribed by clauses 6.5 a) and 6.5 c) by an entitlement to additional annual leave on full pay at the appropriate rate.
- j) Substitution of days - Where there is agreement between the majority of employees concerned and the employer, and subject to statutory limitations, other ordinary working days may be substituted for the public holidays specified in clause 6.5:

Provided that, where an employee is subsequently required to work on such substituted day, the employee shall be paid the rate applicable for the holiday that has been substituted:

- k) ADO impact - the ADO shall be so arranged that it does not coincide with a public holiday:

Provided that in the event that the ADO does coincide with a public holiday another day determined by mutual agreement between the employer and employee shall be taken in lieu thereof, this day to be within the same 4 weekly work cycle where possible.
- l) ADO accrual - Where an employee is not required to work on any specific public holiday it shall be regarded as a day worked for accrual purposes of the ADO. For example, in this situation, the full-time employee will be paid 7.6 hours public holiday pay and .4 of an hour will be deposited into the employee's ADO balance.
- m) Casual employees

Casual employees required to work on public holidays shall be paid at the rate of double time and a-half for all time worked on such days.

6.6 Annual leave at half pay for double the duration at the employee's request

Subject to approval by the Department Manager and the ability to back-fill any potential vacant rosters, annual leave may be requested by the employee and taken at half pay for double the duration for periods of no less than one week. Any public holidays to which the employee is entitled, falling within this period of annual leave will only be payable if such public holiday occurred during the period that would have been annual leave if the period had been taken at full pay. Such public holiday is payable at the employee's usual shift length and not at half pay.

6.7 Permanent Night Shift Worker

- i A permanent employee who only works night shifts during the year (anniversary to anniversary), and therefore has not had the opportunity to work 20x20x20 as per 4.6.1, is to be regarded as a continuous shift worker (as per clauses 6.2 and 6.4) for the purposes of the extra week of annual leave. Part-time employees shall be entitled to a pro-rata benefit.
- ii Exceptions to this rule may apply in the following circumstances;
 - * To ensure appropriate training, or
 - * If, to fulfil an employee's contracted hours the Unit only offers a shift other than a night shift.
 - * Where additional ad hoc shifts are worked at the request of the employer e.g. sick leave relief.

6.8 Casual employees working on public holidays

Casual employees required to work on public holidays shall be paid at the rate of double time and a-half for all time worked on such days.

6.9 Pay out of annual leave at the employee's request

An employee covered by this Agreement may request in writing to have a quantity of annual leave in excess of five weeks accrual paid out in cash. If the request is approved by the Department Manager, the appropriate leave loading is also to be paid out in cash.

6.10 Stand down provisions on public holidays

If a permanent employee is rostered to work on a day of the week on which a public holiday falls and the employee is not required to work on that day, i.e. the staff member is stood down, the employer will pay the employee for all rostered hours on that day at ordinary time, regardless of whether the employee has worked on 50% or more of that day in the preceding six months. The confirmed roster will be taken to mean the roster displayed seven (7) days before the commencement of the roster period.

6.11 Purchase of extra leave

As part of Ramsay Health Care's commitment to providing flexible work practices, permanent employees are able to apply to 'buy' an additional two, three or four weeks of leave.

To buy the additional leave, employees must enter into an agreement to proportionally reduce their pay each fortnight. In a way it is like taking a period of leave without pay but the financial impact is spread over the full year.

For full information, go to the Ramsay Health Care intranet site, Human Resources, Policies, Flexible leave.

6.12 Personal/Carer's Leave

1) *Entitlement*

- a) Every employee, except a casual employee, is entitled to 76 hours personal/carer's leave for each completed year of their employment with their employer. This entitlement will accrue at the rate of 7.6 hours personal/carer's leave after each 5 weeks up to a maximum of 76 hours for each completed year of employment
- b) Payment for personal/carer's leave will be made based on the ordinary number of hours that would have been worked if the employee were not absent on personal/carer's leave.
- c) Part-time employees accrue personal/carer's leave on a proportional basis.
- d) Personal/carer's leave may be taken for part of a day or shift.
- e) Personal/carer's leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

2) *Employee must give notice.*

The payment of personal/carer's leave is subject to the employee promptly advising the employer of the employee's absence and its expected duration.

3) *Evidence supporting a claim*

When the employee's absence is for more than 2 days the employee is required to give the employer a doctor's certificate, or other reasonably acceptable evidence to the employer's satisfaction, about the nature and approximate duration of the illness.

4) *Accumulated personal/carer's leave*

An employee's accumulated personal/carer's leave entitlements are preserved when:

- a) The employee is absent from work on unpaid leave granted by the employer;
- b) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months;
- c) The employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.

The employee accumulates personal/carer's leave entitlements whilst absent from work on paid leave granted by the employer.

5) *Workers' compensation*

Where an employee is in receipt of workers' compensation, the employee is not entitled to payment of personal/carer's leave.

6) *Procedure for monitoring personal/carer's leave usage*

- a) The parties to this Agreement recognise that absenteeism can create significant difficulties for employers and employees at a workplace. As a consequence the parties will collaborate on reducing its incidence and agree to a range of initiatives to examine trends and causes.
- b) A hospital may develop a consultative process for the monitoring of personal/carer's leave usage across the hospital.

- c) An employer may:
 - i. monitor personal/carer's leave usage at a hospital, ward or other discrete section of the hospital; and
 - ii. introduce human resources procedures for individual employees' counselling where required.
- d) With any process established to monitor personal/carer's leave usage confidentiality of individuals will be of utmost importance and principles of natural justice will apply.
- e) The above procedure does not operate to withdraw the employer's right to take termination procedures or other disciplinary action against any employee if that employee has been guilty of submitting a false personal carer's leave application form. Similarly, this procedure does not limit the Union's or the employee's right to make a reinstatement application where the employee is dismissed for alleged unsatisfactory attendance.

6.13 LONG SERVICE LEAVE

1) *Industrial legislative standards*

Except as provided for below all employees covered by this Agreement are entitled to long service leave on full pay under, subject to, and in accordance with the provisions the *Industrial Relations Act 1999*.

Provided that the as from 1st July 1999 all employees are entitled to the minimum entitlement of long service leave on full pay in accordance with, the provisions of Chapter 2, Part 3, sections 42-58 of the Act.

Provided also that where the Act provisions provide a greater benefit to employees those provisions will apply from 1st July 1999 or such later date as determined by the Act.

2) *Enterprise bargaining agreement number 1 standard*

From the 2nd January 1996 upon completion of 10 years of continuous service and with the one employer, employees shall be entitled to 13 weeks long service leave with pay.

3) *Entitlement*

For all continuous service after the 2nd January 1996 an employee who completes 10 years continuous service shall be entitled to long service leave at the rate of 1.3 weeks on full salary for each year of continuous service and a proportionate amount for an incomplete year of service.

For service prior to the 2nd January 1996, long service leave entitlement shall be as prescribed by the *Industrial Relations Act 1990* as at the 2nd January 1996 except that an employee shall be entitled to take such leave after seven years of service and as hereafter provided.

4) *Conditions*

The following provisions shall apply in respect of long service leave:

- a) An eligible employee is able to apply for pro-rata long service leave following seven years of continuous service.
- b) An application for leave shall be made in writing, in a form determined by the Local Hospital Management.
- c) Timely notice of the desire for leave shall be given by the employee. The employee shall be given timely advice of whether or not leave is approved. In the event of any

disagreement the employer may require an employee to take a period of long service leave by giving 3 months' notice of the request to take long service leave.

- d) Leave may be taken up to the total amount of leave due as at the date of commencement of the leave, calculated by:
- i. determining the total period of the employee's continuous service having regard to the provisions of these regulations in respect of leave credited for service;
 - ii. determining the total long service leave entitlement appropriate to that period of continuous service;
 - iii. deducting from the total entitlement, long service leave previously taken.

5) *Eligibility for proportionate payment for long service leave on termination of employee's service*

Payment for long service leave normally occurs on ceasing employment at or after seven calendar years continuous service. However, a proportionate payment for long service leave can be made for lesser periods of continuous service in the following circumstances:

- a) Upon retrenchment - 1 year;
- b) Upon ill health retirement - 5 years;
- c) Upon retirement within 10 years of attaining age 65 - 5 years;
- d) Upon death - 5 years.

6) *Calculation of amount of payment in lieu of long service leave not taken*

A person who ceases to be an employee and who at the date of ceasing to be an employee has an entitlement to long service leave shall receive a payment in lieu of long service leave not taken.

The calculation of the amount of the payment shall be based on:

- a) that entitlement; and
- b) the rate of ordinary wages which the person was receiving at the date of ceasing to be an employee.

7) *Casual employees*

Prior to 23rd June, 1990 casuals, as a general rule, were not entitled to accrue Long Service Leave. As from 23rd June, 1990, the *Industrial Relations Act* came into force and casual employees were granted an entitlement to Long Service Leave.

Put simply this means casual employee entitlements are as follows:

DATE	ENTITLEMENT
Prior to 23.6.90	No entitlement - Service does not count.
23.6.90 - 30.3.94	Service counts provided at least 32 hours are worked every 4 weeks.
From 30.3.94 onwards	Service counts provided there is no break between casual engagements of more than 3 months.

8) *Part-time employees - Long service leave*

A part-time employee accrues long service leave on a proportionate basis of the entitlement for a full-time employee.

In determining the length of absence of a part-time employee on long service leave, employees should apply for the number of ordinary hours they would have been at work for the required period. The debit against the balance of accrued leave is to be the actual number of hours absent from duty as described. This principle also applies in the case of employees who have accrued their leave entitlements by working a combination of full-time and part-time employment

6.14 Cashing out of Long Service Leave

Employees with seven or more continuous years' service with the Employer, may request in writing to have all or part of their long service leave entitlement paid out in cash instead of taking the leave.

Payment in lieu of long service leave shall be in accordance with the *Industrial Relations Act 1999*

6.15 Extended Long Service Leave

- 1) An employee may elect to take their Long Service Leave for periods in excess of one week, at half pay over double their entitlement period. Such an arrangement is by mutual agreement between the employer and employee.
- 2) Any entitlements that continue to accrue whilst on paid leave shall accrue at the rate of 50% in line with the 50% of pay being taken by the employee.
- 3) Public holidays to which the employee is entitled shall be payable only if they would have occurred during the period that would have been taken as long service leave if taken at full pay. Any such public holidays will be paid at the full ordinary hours shift rate and not at half pay.

6.16 Minimum period of Long Service Leave

The minimum period of long service leave that can be applied for and approved shall be 7.6 hours.

6.17 Compassionate Leave (Includes Bereavement leave)

1 Full-time and Part-time Employees

Full-time and part-time employees shall be eligible to take compassionate leave when a member of their immediate family or household contracts or develops a personal injury or illness that poses a serious threat to their life, or dies. Such leave shall be without deduction of pay for a period not exceeding the number of ordinary hours worked by the employee in 2 ordinary days of work. Proof of such serious illness or death is to be furnished by the employee to the satisfaction of the employer.

- 2 Where a member of the Employee's immediate family should die outside of Australia and the permanent staff member travels to attend the funeral, three days of compassionate leave shall be paid.

3 Long Term Casual Employees

- a) A long-term casual employee is entitled to at least 2 days unpaid compassionate leave due to the serious illness or death of a member of the person's immediate family or household in Australia.
- b) A long-term casual employee is a casual employee engaged on a regular and systematic basis, for several periods of employment during a period of at least one year.

4 Immediate Family

Immediate family includes:

- a) A spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and
- b) A child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

6.18 Parental Leave

1 Paid Parental Leave

Parental Leave under this clause can be taken for the purposes of:

- i. Giving birth to a child
- ii. Adopting a child under the age of 16 years
- iii. Taking primary care of a child immediately following birth/adoption of the child.

To receive the following parental leave payments, the employee must:

- a) have been employed by the Employer for a continuous period of 1 year or more as a full-time or as a part-time employee (or both);
- b) comply with all requirements of the *Fair Work Act 2009*
- c) Subject to (a) and (b) above, the Employer will pay the employee an equivalent of 8 weeks' base rate of pay from the date of starting parental leave.
- d) In the case of an employee, who on the opinion of an appropriate medical practitioner had reduced the number of hours worked due to their pregnancy, the rate of pay will be that based on the hours of work immediately prior to this reduction occurring.
- e) An employee is entitled to paid Parental Leave to be the child's primary care giver.
- f) Paid Parental leave of 8 weeks in total is payable per family. This means that both parents are not at liberty to claim paid parental leave if they share the role of primary care giver.
- g) Paid parental leave can be taken at half the usual rate over double the duration if the employee submits such a request in writing. The extended payment will not extend the allowable period of parental leave.
- h) The allowable period of parental leave is a maximum of 12 months or 24 months by application – refer NES.
- i) Leave must be taken in a single continuous period.
- j) Where the pregnancy terminates other than by birth of a living child during the third trimester, the employee shall be entitled to 6 weeks paid parental leave under this clause.
- k) Consideration will be given to special circumstances which may arise.

- l) The period of paid parental leave shall not accrue any other entitlements or count towards period of service with the Employer.

2 Return to work after Parental Leave

- a) In accordance with the NES, upon return to work after a period of paid and/or unpaid parental leave, an employee is entitled to request a flexible working arrangement to assist in the transition back to work and to meet the care and needs of the child. These arrangements may include changes to work hours. The employee however, retains the right to return to the employee's substantive position at the conclusion of the arrangement.
- b) If the substantive position no longer exists – an available position for which the employee is qualified and suited nearest in status and pay to the pre-parental leave position, but right to hours is retained, i.e. if pre-parental leave position was full-time and the employee enters into a flexible arrangement of part-time, the employee has a right to return to a full-time position.

3 Long Term Casual Employees.

A long term casual employee who has been regularly and systematically employed for at least 12 months immediately before the birth or adoption of the child and who would have a reasonable expectation of continuing engagement by the employer on a regular systematic basis other than for the birth or adoption of the child, is entitled to unpaid parental leave as per the NES.

6.19 Ceremonial Leave

An employee who is legitimately required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to ten working days unpaid leave in any one year, with the approval of the employer.

6.20 Industrial Relations Training Leave

Industrial Relations Training Leave (formerly known as Trade Union Training Leave) shall be defined as paid leave of absence of up to five (5) days per calendar year that may be granted to recognised QNU Workplace Representatives to attend TUTA, ACTU or specified Union training courses approved by the State Executive of the Union, provided prior approval is obtained from the management. In the event that such attendances create or potentially create operational difficulties at the Hospital concerned, the management will notify the Union of such difficulty. Approval of such leave shall not be unreasonably upheld.

Leave of absence granted pursuant to this clause shall count as service for all purposes

6.21 Natural Disasters

Where a natural disaster is declared within a 50 kilometre radius of the hospital which has implications either personal or professional for the employees covered by this Agreement, the CEO shall contact the State Manager for advice regarding support that may be available.

It is acknowledged that due to the importance of national consistency, Corporate and in some cases, Board approval may be required when determining the appropriate response.

Individual employees who feel that their case has not been given due consideration are able to put their details in writing and forward this directly to the CEO with a copy to the State Manager.

PART 7 – MISCELLANEOUS

7.1 Union Encouragement Clause

- 1) Union delegates and job representatives have a role to play within each workplace. The existence of accredited union delegates and/or job representatives is encouraged.
- 2) The parties acknowledge Management's right to manage and direct the business and staff employed by the business within this agreement and the appropriate legal and legislative guidelines.
- 3) The parties agree to positively collaborate to resolve issues in a professional manner with due respect to both delegate and management responsibilities.

7.2 Existing Industrial Relations Structures

- 1) The parties to the Agreement recognise that the existing industrial relations structures which involve an open and consultative approach to collective bargaining underpinned by the Award will positively benefit Ramsay Health Care and employees generally.
- 2) The parties to this Agreement are committed to maintaining such an approach and the employer specifically agrees to recognise the legitimate and constructive role of the Union in representing their members both at a workplace level and an Industrial Commission level.

7.3 Right of Entry

- 1) The parties to this Agreement agree to abide by the following protocols regarding Right of Entry at Ramsay Health Care facilities in order to facilitate appropriate communication between union representatives and local Management. It is not the intention of the parties to reduce the right of entry provisions contained in the *Fair Work Act 2009*.
- 2) Protocol

Under the *Fair Work Act 2009*, authorised industrial officers of the Union have access to premises for purposes including the inspection of time and wages records and the discussion of matters under the Act.

In order to promote efficient access, as per the *Fair Work Act 2009*, the Parties will seek to apply the following principles:

- a) Authorised Industrial Officers will endeavour to give at least 24 hours' notice to the appropriate management representative prior to access to the workplace. An 'appropriate management representative' shall be defined as a member of the Hospital's executive team, including but not limited to the Chief Executive Officer and or DoN&MS, or their representative.
- b) The appropriate management representative will assist, if requested to do so, in arranging efficient access to the workplace to enable the authorised union official to carry out duties under the *Fair Work Act 2009*.
- c) The authorised industrial officer will produce their authorisation, if required by the employer or representative.
- d) If requested by the union official, the employer will provide a designated meeting room where Union meetings can be held. Wherever possible, subject to operational requirements, the Ramsay Health Care Hospital will enable those who wish to attend such meetings to do so.

- e) Or any other arrangements or protocols as agreed between the parties.

7.4 Safety and Security

- 1) Ramsay Health Care views the safety and security of its employees, contractors, visitors, patients and the surrounding environment as a high priority and is actively committed to fulfilling all legal and corporate responsibilities by implementing and maintaining policies, practices and procedures to provide for a healthy and safe place to work.
- 2) All employees are required to comply with OH&S policies and for assisting with the assessment and control of any hazards identified within their area of responsibility.

7.5 Area for breastfeeding

In order to assist employees who are wishing to continue breastfeeding upon return to work, the employer will use its best endeavours to:

- a) Offer rostered shifts conducive to the needs of the lactating mother;
- b) Provide access to a room within the hospital where privacy is maintained for expressing and breastfeeding;
- c) Times most suitable for breastfeeding will be consistent with the needs of the organisation and the employee's ability to be relieved from their current workloads

7.6 Workload Management Strategies

- 1) The parties to this agreement acknowledge that staff and management in the hospital have a responsibility to maintain a balanced workload and recognise the adverse effect that excessive or insufficient workloads may have.
- 2) The parties agree that staff and management should have access to a number of avenues to ensure that as changes or new processes are adopted, consideration will be given to achieving a balanced workload for staff.
- 3) The process to follow in order to address workload concerns shall be as follows:
 - i) Issue raised with employee's immediate supervisor. If no resolution;
 - ii) Issue raised with employee's Nurse Unit Manager if this is not the person identified in i) above. If no resolution;
 - iii) Issue raised with Assistant Director of Nursing Services. If no resolution;
 - iv) Issue raised with the Director of Nursing Services
 - v) Issue raised with the Chief Executive Officer.
- 4) The LCC is to be included as a mechanism to review unresolved workload management issues.
- 5) The Workload Management Reporting Tool located on the intranet is to be used when raising issues relating to workloads.

7.7 Managing Diversity

- 1) The Employer is committed to providing a working environment where everyone is free to achieve their best. This means an environment where diversity is valued by recognising and respecting the differences of all employees. It also refers to the intention to provide an environment that is free from all forms of harassment and discrimination on the basis of race, colour, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, natural extraction or social origin.

- 2) Harassment is repeated uninvited, unwelcome comments or behaviour. The Employer will not tolerate harassment, including sexual harassment, at any level and disciplinary action (which may include termination of employment) will be taken in substantiated cases.
- 3) An employee subject to harassing behaviour in the workplace should make the person aware that their behaviour is unwelcome. If the employee does not feel able to bring the matter to attention, or if the behaviour persists, it should be raised with any manager with whom the employee feels comfortable discussing it with, or with one of the appointed and trained Contact Officers in the Hospital.
- 4) All complaints will be dealt with fairly, promptly and professionally, maintaining confidentiality and endeavouring to ensure protection from victimisation.
- 5) Awareness sessions for staff will be held on a regular basis to ensure communication of acceptable standards of behaviour in the workplace. Both informal and formal complaint procedures will be detailed in the awareness sessions and are also displayed in Hospital's Human Resources Intranet Site under Employee Relations.

7.8 Jury Service

Jury Service is provided for in the NES. This clause contains additional provisions.

An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the base rate of pay the employee would have been paid if the employee was not absent on jury service.

Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their base rate of pay for the time the employee was absent on jury service.

Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

"Base rate of pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week. "Base rate of pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

7.9 Immunisation

- 1) Where it is a pre-employment requirement, the employer shall reimburse employees for the cost of any immunisation or x-rays.
- 2) In the case of work related needle stick injuries, the employer shall reimburse employees for all costs associated with pathology.

7.10 Attendance at Meetings and Fire Drills

- 1) Any employee required to work outside the ordinary hours of work in satisfaction of the requirements for compulsory in service such as fire safety practices (fire drill and evacuation procedures), shall be entitled to be paid the "ordinary rate" for the actual time spent in attendance at such practices. In lieu of receiving payment, employees may, with the

agreement of the employer, be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.

- 2) Any employee required to attend Health and Safety Committee and/or Board or Management Meetings in the capacity of the employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive payment at "the ordinary rate" for the actual time spent in attendance at such meetings.
- 3) In lieu of receiving payment, employees may, with the agreement of the employer, be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this agreement.
- 4) For the purposes of this clause "ordinary rate" shall include any loading payable to those employees engaged as casual employees.

7.11 No Extra Claims

The parties agree that during the life of this Agreement, there will be no other labour related cost increase claimed by the employees/the union or payable by the employer. This agreement 'covers the field' with respect to relevant employee's terms and conditions.

RAMSAY HEALTH CARE WAGES - SCHEDULE A

Classification	3.00%					3.50%
	10.2011	10.2012	10.2013	10.2014	10.2015	
EN 1	24.4795	25.2139	25.9703	26.7494	27.6856	
2	24.9976	25.7475	26.5200	27.3156	28.2716	
3	25.5158	26.2813	27.0697	27.8818	28.8577	
4	26.0459	26.8273	27.6321	28.4611	29.4572	
5	26.5571	27.3538	28.1744	29.0197	30.0353	
EEN	24.9390	25.6872	26.4578	27.2515	28.2053	
2	25.4572	26.2209	27.0075	27.8178	28.7914	
3	26.0197	26.8003	27.6043	28.4324	29.4276	
4	26.5054	27.3006	28.1196	28.9632	29.9769	
5	27.0165	27.8270	28.6618	29.5217	30.5549	
6*		28.1607	29.0055	29.8757	30.9213	
RN Level 1						
Re-Entry 1	27.3405	28.1607	29.0055	29.8757	30.9214	
2	28.6597	29.5195	30.4051	31.3172	32.4133	
3	30.1232	31.0269	31.9577	32.9164	34.0685	
4	31.3028	32.2419	33.2091	34.2054	35.4026	
5	32.6221	33.6008	34.6088	35.6470	36.8947	
6	33.9464	34.9648	36.0137	37.0941	38.3924	
7	35.2703	36.3284	37.4183	38.5408	39.8897	
8	36.7744	37.8776	39.0140	40.1844	41.5908	
Level Two						
1	37.4327	38.5557	39.7124	40.9037	42.3354	
2	38.4800	39.6344	40.8234	42.0481	43.5198	
3	39.1728	40.3480	41.5584	42.8052	44.3034	
4	40.0455	41.2469	42.4843	43.7588	45.2904	
Level 3						
1	42.6121	43.8905	45.2072	46.5634	48.1931	
2	43.6173	44.9258	46.2736	47.6618	49.3300	
3	44.6168	45.9553	47.3340	48.7540	50.4604	
4	45.6226	46.9913	48.4010	49.8530	51.5979	
NUM	45.7296	47.1015	48.5145	49.9700	51.7189	
2	47.8068	49.2410	50.7182	52.2398	54.0682	
3	49.0020	50.4721	51.9862	53.5458	55.4199	
Level 4						
50 - 150 beds 1	50.4738	51.9880	53.5477	55.1541	57.0845	
150 to 200 beds 2	54.3142	55.9436	57.6219	59.3506	61.4279	
200+ beds 3	58.1740	59.9192	61.7168	63.5683	65.7932	

* effective date of commencement of EA

NB: All increases are effective from the pay period commencing on or after the 1st day of the month shown.

SCHEDULE B – Generic Level Statements – Enrolled Nurses, Registered Nurses and Midwives

These generic level statements are intended as broad descriptions of the role at each level. Specific job descriptions may be developed for individual positions at each level.

Compliance with the Australian Nursing and Midwifery Council (ANMC) Competencies is required at each level.

Generic Level Statement

Responsibilities

Enrolled Nurse

(Does not hold Board-approved qualifications in administration of medicines)

The Enrolled Nurse is an associate to the Registered Nurse who demonstrates competence in the provision of patient-centred care as specified by the registering authority's licence to practise, educational preparation and context of care.

Core as opposed to minimum enrolled nursing practice requires the enrolled nurse to work under the direction and supervision of the registered nurse as stipulated by the relevant nurse registering authority. At all times, the enrolled nurse retains responsibility for his/her actions and remains accountable in providing delegated nursing care.

It is essential that the enrolled nurse is registered by the NMBA and holds a current practicing certificate.

The degree of expertise will increase as the enrolled nurse advances through this level.

The Enrolled Nurse works as a part of the health care team based on the ANMC competencies to advocate for and facilitate the involvement of individuals, their families and significant others in planning and evaluating care and progress towards health outcomes.

These ANMC competencies are grouped as follows:

1. Functions in accordance with legislation, policies and procedures affecting enrolled nursing practice.
2. Conducts nursing practice in a way that can be ethically justified.
3. Conducts nursing practice in a way that respects the rights of individuals and groups.
4. Accepts accountability and responsibility for own actions within enrolled nursing practice.
5. Demonstrates critical thinking in the conduct of enrolled nursing practice.
6. Contributes to the formulation of care plans in collaboration with the registered nurse, individuals and groups.
7. Manages nursing care of individuals and groups within scope of enrolled nursing practice.
8. Contributes to the promotion of safety, security and personal integrity of individuals and groups within the scope of enrolled nursing practice.
9. Provides support and care to individuals and groups within the scope of enrolled nursing practice
10. Collaborates with members of the health care team to achieve effective health care outcomes.

Generic Level Statement
Endorsed Enrolled Nurse

(Holds Board-approved qualifications in administration of medicines)

The EEN is an Endorsed Nurse with Board-approved qualifications in the administration of medicines.

Level 1 – Registered Nurse / Registered Midwife

The Registered Nurse / Registered Midwife is the first level nurse who is licensed to practise nursing without supervision and who assumes accountability and responsibility for their own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct. It is essential that the nurse is registered by the NMBA and holds a current practicing certificate.

The degree of expertise will increase as the Registered Nurse / Registered Midwife advances through this level.

The nurse may be a beginning practitioner or a Registered Nurse / Registered Midwife returning to the field after a period of absence.

Responsibilities

In addition to the Endorsed Nurse Responsibilities the EEN administers medicines as per the NMBA guidelines.

The Registered Nurse / Registered Midwife gives direct nursing care based on the ANMC competencies to a group of patients/clients in collaboration with the Level 2 CN/Level 3/NUM.

These ANMC competencies are grouped as follows:

1. Practices in accordance with legislation affecting nursing practice and health care.
2. Practises within a professional and ethical nursing framework
3. Practises within an evidence-based framework.
4. Participates in ongoing professional development of self and others.
5. Conducts a comprehensive and systematic nursing assessment.
6. Plans nursing care in consultation with individuals/groups, significant others and the interdisciplinary health care team.
7. Provides comprehensive, safe and effective evidence-based nursing care to achieve identified individual/group health outcomes.
8. Evaluates progress towards expected individual/group health outcomes in consultation with individuals/groups, significant others and interdisciplinary health care teams.
9. Establishes, maintains and appropriately concludes therapeutic relationships.
10. Collaborates with the interdisciplinary health care team to provide comprehensive nursing care.

Generic Level Statement

Level 2 – Clinical Nurse

A Level 2 – CN means a Registered Nurse (or Registered Midwife if working within the Maternity Unit), who is appointed as such.

The L2 – CN role requires a broad developing knowledge in professional nursing issues and a sound, specific knowledge-base in relation to a field of practice.

The L2-CN assumes accountability for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct.

A L2-CN/Midwife identifies, selects, implements and evaluates nursing interventions that have less predictable outcomes and provides support and direction to Enrolled Nurses, Registered Nurses, Registered Midwives and other non-registered nursing personnel.

The L2-CN is able to demonstrate:

- advanced level clinical skills and problem-solving skills
- planning and co-ordination skills in the clinical management of patient care
- ability to work within a collegiate/team structure
- awareness of and involvement with the quality assurance process
- contribution to professional practice of the unit.

Level 3 – Clinical Nurse Consultant

The L3-CNC is an employee appointed as such, who is a Registered Nurse (or a Registered Midwife if working in the Maternity Unit). The L3-CNC is a proficient practitioner who is responsible for the management of delegated healthcare or associated portfolios.

The L3-CNC demonstrates:

- an advanced level of clinical skills
- proficiency in the delivery of nursing care
- leadership qualities

The L3-CNC fulfils the function of:

- change agent
- role model
- patient/client/staff educator

The L3-CNC has the authority to carry out tasks as delegated within their Scope of Practice and detailed in their

Responsibilities

1. Gives direct care to a group of patients/clients
2. May relieve Level 3 or NUM positions.
3. Acts as a role model for ENs, RNs, RMs and other non-registered personnel in the provision of holistic patient/client care.
4. Takes additional responsibility delegated from the NUM which clearly differentiates the role from that of the RN e.g.:
 - * planning and co-ordination of ward/unit education programmes and other staff development activities
 - * orientation of new staff
 - * preceptorship for new staff
5. Participates in nursing policy review and initiatives.
6. Co-operates with other L2-CN's in relation to development programs and initiatives.
7. Facilitates process to promote a safe working environment.

1. May give direct care to a group of patients/clients
2. May relieve NUM positions.
3. Acts as a role model for ENs, RNs, RMs and other non-registered personnel.
4. Manages their delegated portfolio/s as required.
5. Has sound knowledge and the ability to apply relevant legislation, guidelines and NMBA standards.

Generic Level Statement

position description which may include; patient care, quality, management or safety responsibilities

Responsibilities

Nurse Unit Manager (NUM)

The NUM is an employee appointed as such, who is a Registered Nurse, accountable for the management of human and material resources for a specified group of clinical units.

The NUM collaborates with and delegates to, L2 and L3 RNs to facilitate the provision of quality, cost-effective nursing care. The NUM will have one or more of the following levels of responsibility:

- 18 bed or more inpatient ward, or;
- 15 bed or more day unit, or;
- 4 bed or more critical care beds (excluding nursery cots), or;
- Operating Theatres, or;
- An Emergency Department available to the public 24/7.

1. Leads by example and establishes, demonstrates and reinforces:
 - * Ramsay Health Care values
 - * Required customer service standards
 - * Required quality standards
2. Provides financial management, budget preparation and cost control within the specified units.
3. Allocates and rosters staff to provide appropriate skill mix and optimum patient/client care.
4. Co-ordinates staff leave.
5. Participates in staff selection process
6. Manages annual staff appraisal process and becomes involved in the development of individual staff members.
7. Builds and maintains effective working relationship with visiting VMOs.
8. Manages clinical and OH&S risk.
9. Has sound knowledge and the ability to apply relevant legislation, guidelines and NMBA standards.

Level 4 – Assistant Director of Clinical Services (ADoCS).

The **ADoC** is an employee appointed as such and is a Registered Nurse who provides clinical leadership, clinical workforce management and operational leadership as part of the Hospital Management team to support the DoN&MS and to assist the Hospital to meet its patient, business and workforce objectives.

The ADoCS may be responsible for a variety of portfolios as delegated to achieve these aims including:

- Human Resources
- Selection and Development of employees
- Clinical care of patients
- Policy Development
- Design of educational programs
- Quality
- WPH&S
- Nursing Administration
- Marketing
- Patient Feedback

1. Acts as an expert consultant on nursing matters and contributes to policy development.
2. Deputises for DoN&MS when required.
3. Is a member of the Hospital Management Team.

SCHEDULE C – VOLUNTARY 12 HOUR SHIFTS

The purpose of the arrangements outlined in this clause is:

- (a) To ensure the workplace health and safety of employees working twelve (12) hour shifts;
- (b) To ensure that neither party is either advantaged or disadvantaged in relation to terms and conditions that currently exist within this Agreement; and
- (c) To ensure 12 hours shifts under these arrangements are workable and are monitored and evaluated appropriately.

Grievance Settling

Matters relating to the interpretation, application or operation of this clause are to be handled in accordance with the Grievance and Dispute clause of this Enterprise Agreement.

1. DEFINITIONS

Twelve (12) hour shift - shall mean a shift of twelve continuous ordinary hours exclusive of a 30-minute meal break, for example 7.00 am to 7.30 pm including a 30 minute unpaid meal break.

2. PARTICIPATION AND WITHDRAWAL FROM WORKING 12-HOUR SHIFTS

- 2.1 Participation in the twelve (12) hour shift arrangements set out in this Agreement will be on a voluntary basis.
- 2.2 Staff who do not participate in the twelve (12) hour shift arrangement will continue to work in the relevant unit within the current arrangements as applicable to employees not working 12 hour shifts as outlined in this Enterprise Agreement.
- 2.3
- 2.4 Staff who participate in the twelve (12) hour shift arrangement may subsequently elect to revert to the standard non-12 hour shift arrangements contained within this Agreement by giving four (4) weeks' notice of their intention to do so without career detriment. In exceptional circumstances, including emergency extended sick leave, the employer may waive the requirement to give four (4) weeks' notice.
- 2.5 To participate in twelve (12) hour shift arrangements, staff will sign and date a form to indicate their agreement to participate. Should staff wish to withdraw from the arrangements, that same form will also record their signature and the date at which participation ceases.

3. TERMS AND CONDITIONS

- 3.1 **Hours of work** -- Ordinary hours shall be worked and paid in accordance with the relevant provisions in the Award, subject to the provisions of this clause.

The ordinary hours of work shall be an average of thirty-eight (38) hours per week, but no greater than 152 hours in any one four week cycle, to be worked according to a roster agreed between the Employer and employee.
- 3.2 **Payment of Ordinary Hours** -- Nurses working shifts of twelve (12) ordinary hours will be paid at ordinary rates of pay plus shift and weekend allowances as applicable.
- 3.3 **Extra Payment for Shifts** -- Levels 1, 2 and 3 Registered Nursing Classifications and Enrolled Nurse Classifications -- For the purpose of identifying and paying the appropriate shift allowance under this clause, the same shift definitions as are

prescribed in this Agreement shall apply, for example 7.00 pm to 7.30 am will attract a night shift penalty.

3.4 Extra Payment for Weekend Work – Levels 1, 2 and 3 Registered Nursing Classifications and Enrolled Nurse Classifications -- For the purpose of identifying and paying the appropriate extra payment for weekend work under this clause, the same eligibility definitions as are prescribed in this Agreement Clause 5.7 (Weekend Work) shall apply.

3.5 Overtime -- An employee working in accordance with this Agreement will not be required to and will not perform overtime immediately before or following a rostered twelve (12) hour shift.

3.6 Meal Breaks
Meal breaks - a 12-hour shift will allow for a 1 x 30 minute unpaid meal break and a 1 x 30 minute meal break of which 25 minutes will be paid and 5 minutes unpaid.

3.7 Rest Pauses
Every employee who works a twelve (12) hour shift in accordance with this Agreement is entitled to one (1) rest pause of 20 minutes duration in the Employer's time.

This may be taken as 2 x 10 minute rest pauses as mutually agreed with the Employer.

All rest pauses shall be taken at a time to suit the convenience of the Employer and so as not to interfere with the continuity of work where continuity, in the opinion of the Employer, is necessary.

3.8 Days Free from Rostered Work
Each employee shall be allowed three (3) whole consecutive days off in each week. Provided that in lieu of three (3) whole consecutive rostered days off in each week, an employee may be allowed in each fortnightly period either two (2) consecutive days off in one (1) week and four (4) consecutive days off in the other week.

3.9 Roster of Hours
Rosters setting out the employees' days of duty, and starting and finishing times on such days shall be displayed in a place conveniently accessible to employees at least fourteen (14) days before the commencement of each four (4) week work cycle.

An employee may only work up to a maximum of four (4) consecutive 12-hour shifts.

3.10 Breaks Between Shifts
Employees participating in the twelve (12) hour shift arrangements shall be allowed a break of ten (10) hours between the termination of one shift and the commencement of another shift. This break cannot be reduced.

3.11 Annual Leave -- An employee working the 12-hour shift arrangement will be eligible to accrue annual leave as per a continuous shift worker if they have worked a minimum of 160 hours as night shifts over a 12-month period, and pro-rata for part-time employees, just as continuous shift workers are entitled to an additional 38 hours paid annual leave according to clauses 6.2.2)b) and 6.4.1 c) of this Agreement.

The parties recognise that full-time employees working 12-hours shifts are entitled to accrued days off in accordance with the Award.

4. MONITORING AND EVALUATION

4.1 Monitoring and Evaluation -- The parties will agree to continually monitor the effectiveness of this twelve (12) hour shift arrangement. Such evaluation shall include, but not be limited to, consideration of the following factors:

- (a) Patient outcomes;
- (b) Health and safety;
- (c) Adverse incidents;
- (d) Staff satisfaction;
- (e) Financial implications;
- (f) Sick leave;
- (g) Childcare implications;
- (h) Effects on family and social life;
- (i) Effects on work performance;
- (j) Professional development;
- (k) Communication;
- (l) Effects on management - recruitment and retention; and
- (m) Impact on other work units of the Greenslopes Private Hospital


4.2 The Local Consultative Committee established under this agreement will undertake monitoring and evaluation.

5. Other

Participation in Training and Development Activities -- Where an employee working in accordance with this clause participates in training and development activities, management will take a reasonable approach in determining whether an employee either commences duty before, or returns to duty after the activity ceases.


SIGNATORIES

Signed for and on behalf of Ramsay Health Care Australia Pty. Ltd.:

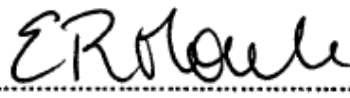

.....
Ms Lynda Hepworth
Human Resources Manager – Queensland
Ramsay Health Care Australia Pty. Ltd.,
Inland Drive,
Tugun, Qld. 4224

11 June 2013
.....
Date

In the presence of:

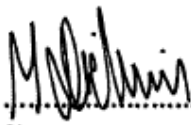

.....
Signature
Bev Borgas Exec PA
.....
Print name and Title

Signed for and on behalf of the Queensland Nurses' Union of Employees:


.....
Ms Beth Mohle,
Secretary,
Queensland Nurses' Union of Employees,
106 Victoria Street,
West End, Qld. 4101

11 June 2013
.....
Date

In the presence of:


.....
Signature
Merten Dickins PA
.....
Print name and Title



RAMSAY
HEALTH CARE

Greenslopes Private Hospital,
Nursing Employees and Queensland Nurses' Union
of Employees Enterprise Agreement 2013 – 2016

Ramsay Health Care Australia Pty Ltd
Queensland Operations
ABN 36 003 184 889

PO Box 1
Tugun Qld 4224
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Facsimile: (07) 5598 9659

Employer's Undertaking

Pursuant to Section 190 of the Fair Work Act 2009, Ramsay Health Care Australia Pty. Ltd. trading as Greenslopes Private Hospital ("The Employer") hereby provide the following undertaking in relation to the *Greenslopes Private Hospital, Nursing Employees and Queensland Nurses' Union of Employees Enterprise Agreement 2013 – 2016* ("the Agreement")

For the purposes of clarity, at the time of making the Agreement, there are no AIN classifications at the Greenslopes Private Hospital.

Notwithstanding the Scope of the Agreement as set out in clause 1.3, in the event that AIN's are employed in the future, wage rates and conditions payable to AIN's will be in accordance with Ramsay Health Care Australia Pty. Ltd. and Queensland Nurses' Union of Employees Enterprise Agreement 2012 – 2016.

Lynda Hepworth,
Human Resources Manager – Queensland
Ramsay Health Care Australia Pty. Ltd.
August 16th, 2013