

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA98/277

TITLE: St Vincent's Private Hospital Sydney Enterprise Agreement 1998

I.R.C. NO: 98/5508

DATE APPROVED/COMMENCEMENT: 28 October 1998

TERM: Expires 30 June 2000

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 20

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to non medical support staff of the hospital

PARTIES: St Vincent's Private Hospital -&- The Health and Research Employees' Association
of New South Wales





**ST VINCENT'S PRIVATE
HOSPITAL SYDNEY
ENTERPRISE AGREEMENT**

1998



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1. TITLE

This Agreement shall be known as the St Vincent's Private Hospital Sydney Enterprise Agreement 1998.

2. AREA, INCIDENCE AND PARTIES BOUND

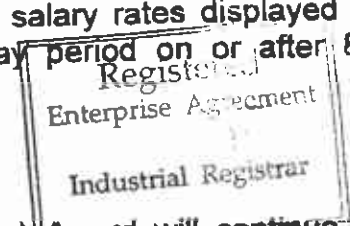
This Agreement shall be binding upon St Vincent's Private Hospital, Sydney, as conducted by the Congregation of Religious Sisters of Charity of Australia at Victoria Street, Darlinghurst NSW 2010 and The Health and Research Employees Association of New South Wales. This Agreement will cover employees as defined in Clause 3, Definitions of the Private Hospital Employees (State) Award and staff members as defined in Clause 10, Definitions of this Agreement.

3. OPERATIVE DATE

This Agreement shall take effect from 28th October, 1998 and shall remain in force until 30th June, 2000. Note: By administrative action, the salary rates displayed in this agreement shall become payable from the first pay period on or after 8th October 1998.

4. RELATIONSHIP TO PARENT AWARD

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



5. AWARE CLAUSES TO BE OVER-RIDDEN BY THIS AGREEMENT

All clauses of the Private Hospital Employees (State) Award will continue to apply, except for:

- Clause 3. Definitions
- Clause 4. Wages
- Clause 5. Hours
- Clause 8. Overtime
- Clause 10. Casual Employees
- Clause 14. Allowances for Special Working Conditions
- Clause 22. Uniforms
- Clause 27. Grievance Procedures

6. SINGLE BARGAINING UNIT

For the purpose of negotiating this Enterprise Agreement, a committee has been established consisting of four (4) staff member representatives, up to three (3) officers of the Health and Research Employees Association of New South Wales, four (4) management representatives and a facilitator.

7. AIM OF THIS AGREEMENT

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

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

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



8. NEW STAFF MEMBERS

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

9. AGREEMENT TO BE DISPLAYED

Copies of this Agreement shall be displayed in places readily visible and accessible to all parties covered by this Agreement, in accordance with the Regulations of the Industrial Relations Act, 1996.

10. DEFINITIONS

10.1 SVPH Officer Grade 1

Unqualified skills. Knowledge of important information through on-the-job and short courses, and experience relevant to performing the duties, including the processes and tasks of the position. Responsibility to make decisions necessary to do the work, with regular monitoring by supervisor.

10.2 SVPH Officer Grade 2

Semi-skilled 1. Higher level of knowledge learnt through on-the-job and short courses, with longer periods of experience required to learn all facets of the position. Less closely monitored but most decisions relate to performing the tasks of the position.

10.3 SVPH Officer Grade 3

Semi-skilled 2. Significant level of knowledge, with certificate, diploma or degree and experience or with substantial experience. Some autonomy of decisions, but within policy and procedures, the impact of which may go beyond the immediate workplace. Supervision of lower Grades possible.

10.4 SVPH Officer Grade 4

Skilled. Diploma or higher qualification, or many months / years on-the-job learning required. Autonomy for decisions within policies and procedures. Outcomes from co-ordinated group of tasks monitored by supervisor. Supervision of lower Grades possible.

10.5 SVPH Officer Grade 5

Higher skilled. Tertiary degree and some experience, or many years of experience. Decision making beyond policy and procedures. Supervision of lower Grades possible.

10.6 SVPH Officer Grade 6

Senior, Supervisor, Semi-professional or New Professional. Tertiary degree and much experience, or lower qualification or skill-specific education and very many years of experience. Substantial autonomy for decision making, including advising others to assist them in their decision making. Supervision of lower Grades possible.

10.7 SVPH Officer Grade 7

Professional. Tertiary qualified or some management responsibilities.

**11. WAGES**

Staff members covered by this Agreement will be paid not less than the appropriate level as set out in Schedule A, Table 1, Monetary Rates, except new staff members. New staff may be paid 3% less than the rates stated in Schedule A, Table 1, Monetary Rates for the initial part of their employment; such initial period not exceeding 12 months.

In general terms, this Agreement allows for:

- (i) inclusion of the current over award payment of 3%;
- (ii) an increase of 5% to all staff in Grades 1-3 and an increase of 4.5% to all staff in Grades 4-7 from the first pay period on or after 8 October, 1998. This increase allows for the one off only broadbanding of categories, and as such some staff members will receive varied increases;
- (iii) an additional increase of 3% from the first pay period on or after 15 August, 1999.

12. CLASSIFICATION REVIEW

The parties agree that during the course of this Agreement all classifications will be reviewed in accordance with Hospital policy to ensure that they have been correctly graded within the broadbanding as defined in Clause 10, Definitions. As a result of these reviews, no individual employed at the time of the regrading will be disadvantaged.

13. ALLOWANCES

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

(i) On call allowance.

- (a) A staff member required by the Hospital to be on call between shifts, shall be paid an allowance as set out in item (i) of Schedule A, Table 2, Allowances, for each period of 24 hours or part thereof provided that only one allowance shall be payable in any period of 24 hours.
- (b) A staff member required to be on call on rostered days off shall be paid an allowance as set out in item (ii) of Schedule A, Table 2, Allowances, for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any 24 hours.

(ii) Higher duties allowance

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



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

(iii) Service Allowance

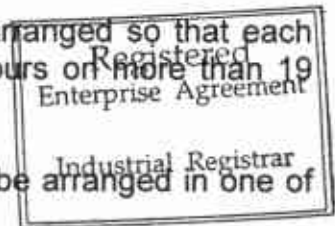
All staff members in receipt of a service allowance in accordance with Clause 25 Service Allowance of the Private Hospital Employees (State) Award at the commencement of this Agreement, shall continue to receive the aforementioned service allowance.

(iv) Meal Allowance (Overtime)

- (a) A staff member who is required to work overtime for more than two hours and such overtime goes beyond 7:00 am, 1:00 pm and 6:00 pm shall be supplied with a meal from the staff cafeteria.
Breakfast includes a hot breakfast and cereal, yogurt or fruit. Lunch and dinner includes a main course, dessert and a soft drink or juice or: a soup, main course and a soft drink or juice at the staff member's choice.
- (b) If the cafeteria is closed or the Hospital is unable to supply a meal the meal allowance set out in item (iii) of Schedule A Table 2, Allowances shall be paid.
- (c) Neither a meal nor an allowance will be provided if the staff member has been requested to work overtime prior to the end of the previous shift worked, as they would have had time to make alternate arrangements for a meal.

14. HOURS

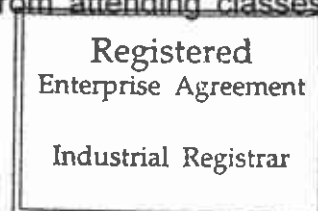
- (i) (a) The ordinary hours of work for day workers, exclusive of meal times, shall not exceed 152 hours per 28 calendar days or 76 hours per fortnight, to be worked Monday to Friday and to commence on such days at or after 5:30 am and before 10:00 am.
- (b) The ordinary hours of work for shift workers, exclusive of meal times, shall not exceed 152 hours per 28 calendar days or 76 hours per fortnight or an average of 38 hours per week in each roster cycle.
- (ii) (a) The hours of work for full time staff members already employed at the commencement of this Agreement prescribed in subclause (i) of this Clause shall be arranged as follows:
- (1) 152 hours in a 28 calendar day cycle to be arranged so that each staff member shall not work their ordinary hours on more than 19 days in the cycle; or
- (2) 190 hours per 35 calendar day cycle to be arranged so that each staff member shall not work their ordinary hours on more than 19 days in the cycle.
- (b) Where this is not possible, the hours of work may be arranged in one of the following ways:
- (1) 76 hours per fortnight to be arranged so that each staff member shall not work their ordinary hours on more than ten days in the fortnight; or
- (2) 38 hours per week to be arranged so that each staff member shall not work their ordinary hours on more than five days in the week.
- (iv) Each staff member shall be entitled to not less than four full days in each fortnight free from duty or two full days in each week free from duty and such rostered days off shall, where practicable, be consecutive.
- (v) Full-time staff members shall receive a minimum payment of four hours for each start in respect of ordinary hours of work. Permanent part-time staff members and casual staff members shall receive a minimum payment of two hours for each such start.
- (vi) (a) A staff member whose ordinary hours of work are arranged in accordance with paragraph (a) of subclause (iii) of this Clause, shall be entitled to an allocated day off in each roster cycle of 28 calendar days or 35 calendar days, as the case may be. Such staff members shall have the hours worked on each of those days arranged to include a proportion of one hour on the basis of 0.4 of one hour for each eight-hour shift worked and 0.5 of one hour for each ten-hour shift which shall accumulate towards the staff member's allocated day off.



- (b) The staff member's allocated day off duty prescribed above shall be taken at an agreed time having regard to the needs of the place of employment. Such allocated day off duty shall, where possible, be consecutive with the rostered days off prescribed in subclause (iv) of this Clause. Provided that the employer and the staff member may agree to accumulate up to twelve allocated days off per year, to be taken in conjunction with the staff member's annual leave, or by mutual agreement, taken at another time within 18 months of such accrual occurring.
- (c) Allocated days off duty may not be rostered to occur on public holidays.
- (d) No time towards allocated days off duty shall accrue during periods of workers' compensation, long service leave, parental leave or any period of unpaid leave, or the statutory four weeks annual leave.
- (e) However, a staff member returning to duty from the above-mentioned leave shall be given the next allocated day off in sequence.
- (f) Where a staff member's allocated day off duty falls during a period of paid sick leave the staff member's available sick leave shall not be debited for that day.
- (g) Full time staff members engaged after the commencement of this Agreement may be rostered 38 hours per week averaged over the fortnight or the month, provided however that they may not necessarily receive an A.D.O. as prescribed in (vi)(a) of this Clause.
- (h) Current full time staff members may elect to be rostered in accordance with Clause (vi) (f) above.
- (vii) Each shift shall consist of not more than 11 ordinary hours of work per day. Provided that shifts in excess of ten ordinary hours of work shall not occur on more than 7 consecutive days in any 8-day period. Provided further that shifts of ten ordinary hours of work or less shall not occur on more than 11 consecutive days in any 12-day period.
- (viii) The ordinary hours of a permanent part-time staff member will be a specified number of hours which are less than those prescribed for a full-time staff member in subclauses (i) and (ii) of this Clause.
- The specified number of hours may be balanced over a week or fortnight, provided that the average weekly hours worked shall be deemed to be the specified number of hours for the purposes of accrual of leave provided for by this Agreement. Provided that there shall be no interruption to the continuity of employment merely by reason of a staff member working on a "week on, week off" basis in accordance with this subclause.
- (ix) Except for meal breaks each day, all time from the commencement to the cessation of duty each day shall count as working time.

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- (x) Two separate ten-minute tea breaks (in addition to meal breaks) shall be allowed to each staff member on duty during each ordinary shift of 7.6 hours or more. Where less than 7.6 ordinary hours are worked, staff members shall be allowed one 10-minute break within each 4-hour period. Subject to agreement between the employer and the staff member, the 2 ten-minute breaks may alternatively be taken as one 20-minute break, or as one 10-minute break with the staff member allowed to proceed off duty 10 minutes before the completion of the normal shift finishing time. Such break(s) shall count as working time.
- (xi) There shall be a minimum break of 8 hours between ordinary rostered shifts on successive days.
- (xii) Apprentices – The ordinary hours of work for apprentices shall be as prescribed in this Clause, provided that no apprentice shall be required to perform work which would prevent the apprentice from attending classes at technical college.



15. OVERTIME

- (i) All time worked by staff members outside the ordinary hours as contained in Clause 14, Hours, shall be paid for at the rate of time and one-half for the first two hours, and double time thereafter, on each day overtime is worked. However, all overtime worked on public holidays shall be paid at the rate of double time and one-half and all overtime worked on Sundays shall be paid at the rate of double time.
- (ii) Staff members recalled to work overtime after leaving the premises, after their normal ceasing time, shall be paid for a minimum of four hours at the applicable overtime rate, for each time so recalled. Provided that, except in unforeseen circumstances, a staff member shall not be required to work the full 4 hours if the tasks they were recalled to perform are completed within a shorter period.
- (iii) A staff member recalled to work overtime pursuant to subclause (ii) of this Clause, shall be reimbursed reasonable travel expenses incurred in respect of the recall to work.
- (iv) Where a staff member works so much overtime that they are not given eight consecutive hours off duty prior to commencing ordinary hours of work, they shall be released after the completion of such overtime, until they have had eight consecutive hours off duty. Such time off duty will occur without loss of pay for ordinary working time occurring during this absence.

Where the Hospital instructs such a staff member to continue or resume work without having had eight consecutive hours off duty, the staff member shall be paid at the rate of double time, until they are released from duty to take a break of at least ten consecutive hours. Such time off duty will occur without loss of pay for ordinary working time occurring during this absence.

- (v) For the purposes of assessing overtime, each day shall stand alone. Provided that, where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.
- (vi) (a) All time worked by permanent part-time staff members in excess of the hours prescribed for a full-time staff member employed on that shift in the section concerned, or, where no full-time staff members are employed on that shift in the ward or section concerned, all time in excess of eleven hours, shall be paid for at the rate of time and one-half for the first two hours and double time thereafter. Except that on Sundays such overtime shall be paid for at the rate of double time and on public holidays at the rate of double time and one-half.

Time worked up to the rostered daily ordinary hours of work prescribed for full-time staff members employed on that shift in the section concerned shall not be regarded as overtime.

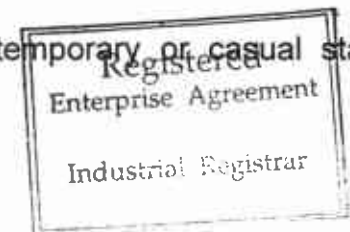
- (b) All time worked by permanent part-time staff members in excess of the hours prescribed for a full-time staff member in Clause 14, Hours, shall be paid for at overtime rates.
- (vii) In lieu of receiving payment for overtime in accordance with this Clause, staff members may be compensated by way of time off in lieu of overtime on the following basis.
- (a) Time off in lieu of overtime must be taken within three (3) months of it being accrued, unless it is to be used as personal carer's leave as set out in Clause 17, State Personal / Carer's Leave, at ordinary rates (that is, one hour worked: one hour off).
- (b) Where it is not possible for a staff member to take the time off in lieu of overtime within the three (3) month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
- (c) Staff members cannot be compelled to take time off in lieu of overtime.
- (d) Records of all time off in lieu of overtime owing to staff members and taken by staff members must be maintained by the Hospital.

16. SICK LEAVE BUY BACK

As an incentive to reduce absenteeism through sick leave, the following incentive scheme shall apply for the duration of this Agreement, but considered for review under subsequent agreements.

Where a staff member holds a minimum of the (10) days sick leave, the Hospital will buy back the value of five (5) days sick leave at ordinary rates of pay prescribed herein, under the following conditions.

- (i) Sick leave accrued from the commencement of this Agreement, less the number of days sick leave taken since commencement of this Agreement equals the balance of sick leave available for buy back, (the "buy back balance").
- (ii) The buy back balance must equal or exceed ten (10) days for a staff member to be able to buy back.
- (iii) Staff may only avail the "buy back" once each twelve months.
- (iv) The conditions relating to buy back of sick leave will be offered on 1 February and 1 August 2000 and on these dates each year thereafter.
- (v) Staff members are required to meet all other conditions associated with sick leave, including adequate notice and the provision of medical certificates where required.
- (vi) The buy back balance following the buy back must not be less than five days.
- (vii) This incentive program will be offered on a pro-rata basis for permanent part-time staff members.
- (viii) This incentive program will not be available to temporary or casual staff members.



17. STATE PERSONAL / CARER'S LEAVE

- (i) Use of Sick Leave
 - (a) A staff member other than a casual staff member with responsibilities in relation to a class of person set out in (c) who needs the staff member's support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in Clause 16, Sick Leave, of the Private Hospital Employees (State) Award for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
 - (b) The staff member shall, if required, establish either by production of a medical certificate or statutory declaration the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
 - (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the staff member being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the staff members, or

- (b) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employees as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the staff member who is a member of the same household where for the purposes of this paragraph:



- (1) 'relative' means a person related blood, marriage of affinity
- (2) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
- (3) 'household' means a family group living in the same domestic dwelling.

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

(ii) Unpaid Leave for Family Purpose

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

(iii) Time Off in Lieu of Payment for Overtime

- (a) For the purpose of providing care and support for a person in accordance with subclause (1) of this Clause, and the provision of Clause 15, Overtime, the following provision shall apply
- (b) A staff member may elect, with the consent of the Hospital to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.
- (c) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

- (d) If, having elected to take time as leave in accordance with paragraph (a) above the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- (e) Where no election is made in accordance with the said paragraph (a) the employee shall be paid overtime rates in accordance with this agreement.

(iv) Make-up Time

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

(v) Accumulated Days Off

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



18. CASUAL STAFF MEMBERS

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

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

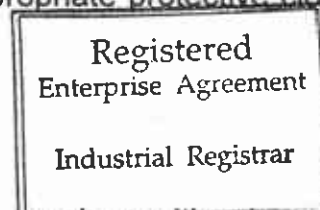
Clause 25, Service Allowance; Clause 18, Annual Leave Loading; Clause 16, Sick Leave; Clause 23, Relieving other members of staff; Clause 20, Compassionate Leave; Clause 34, Award benefits to be continuous, Clause 6, Roster of Hours; Clause 17, Annual Leave; and Clause 8, Overtime.



19. PROVISION OF UNIFORMS

- (i) The Hospital currently provides three (3) new uniforms to staff on commencement of employment and thereafter two (2) uniforms on that staff members anniversary date.
- (ii) From the commencement of this Agreement, the Hospital will continue to issue three (3) new uniforms to staff members on commencement however only one (1) new uniform (or agreed pieces thereof) shall be provided on the staff members anniversary date.

- (iii) A staff member who has been issued with uniforms as per subclause (i) and (ii) of this Clause who without good reason, fails to return such uniform last supplied, shall not be entitled to have such article replaced without payment of a reasonable price for such replacement article.
- (iv) Staff members shall maintain any uniforms supplied to them in a reasonable and presentable condition.
- (v) Staff shall comply with Hospital dress standard and policy.
- (vi) Each staff member who is required to work out of doors shall be supplied with over-boots. Sufficient raincoats shall also be made available for use by these staff members.
- (vii) Each staff member who is required to work in a potentially hazardous situation with, or near machinery, shall be supplied with appropriate protective clothing and equipment.



20. REDEPLOYMENT OF STAFF

- (i) When a department has a temporary reduction in work resulting in surplus staff for a shift or part thereof, staff will be redeployed to another department.
- (ii) Redeployment referred to in Clause (i) above shall be within the skills and capabilities of the staff member(s) involved.
- (iii) In the event that the staff member does not wish to be redeployed, he/she may elect to take the remainder of the shift off as time without pay.
- (iv) When more than one shift is involved, the Hospital may exercise its rights to temporarily transfer a staff member.

21. GRIEVANCE PROCEDURE

- (i) Grievances in the work place will be dealt with initially in all circumstances by the staff member(s) concerned and the immediate Supervisor in accordance with the grievance procedure. The settlement of a grievance with a staff member(s) may result in an improvement of lifestyle or improved work output or the establishment of realistic expectations.
- (ii) The purpose of a grievance policy is to ensure that all matters of discontent are considered without prejudice to all involved and are dealt with in an effective and timely manner. Grievances may be personal or work related and may range from unsettled private relationships through to disappointment with Hospital policies or working conditions. The individual rights of a person(s) are to be considered at all times and matters of discontent should be considered without prejudice to all involved. Whenever possible, the issue should be dealt with as close to the source as possible.

(iii) When any grievance situation arises, a private "one to one" interview is conducted between the staff member and their immediate supervisor. An explanation is sought for the reason of breach. At this point it will be necessary to clearly establish:

- (a) the full nature of the complaint,
- (b) the needs of both parties in order to remedy the situation;
- (c) the strategy required to reach a satisfactory solution to the dispute.

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If the issue has not been resolved, a follow up meeting may be arranged, calling upon the Human Resources Practitioner to act as a facilitator. Alternatively, the matter may be referred to the relevant Department Head or Director. It is to be noted that the staff member(s) may elect to have a witness present. If agreement cannot be reached at this stage, it may be necessary to appoint a mediator. If a mediator is required, parties involved in the grievance will need to furnish a written submission stating the exact nature of the dispute and the reasons why they require the assistance of a mediator.

(iv) The responsibilities and actions of the parties are listed below.

Staff Member(s) The staff member has a responsibility to notify their immediate Supervisor, preferably in writing, as to the substance of the grievance, providing evidence to support their claim. The staff member requests a meeting and states the remedy sought. A witness may attend with the staff member, similarly with management.

Immediate Supervisor Supervisor sets aside time and arranges a venue with the staff member to listen to the problem. This should be done as soon as possible in order to address the issue so that it can be resolved promptly. The venue should be private and steps should be taken to ensure that no interruptions occur. For example if there is a phone in the room, have all calls forwarded and no pagers should be allowed into the interview.

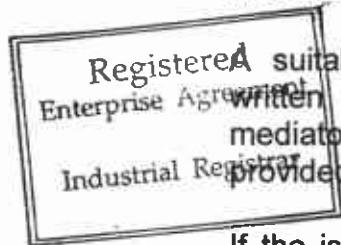
Immediate Supervisor and Staff member Have the responsibility to listen actively, clarifying issues throughout the discussion. After the issue(s) have been heard, a discussion will take place between the Supervisor and the staff member to agree upon a suitable strategy to reach a solution. In all circumstances the staff meeting must be recorded to ensure that all the facts are clarified and clearly understood by all parties involved and a record is kept on personnel files.

Immediate Supervisor It is the immediate Supervisor's responsibility to notify the Human Resources Practitioner that a grievance is currently being dealt with. If the issue has not been resolved, a follow up meeting may be arranged. Alternatively, the matter may be referred to the relevant Department Head or Director.

Human Resources Practitioner The Human Resources Practitioner may be called upon to act as a facilitator in a grievance. It should be noted that the Human Resources Practitioner is available in a support role to all parties involved.

In the event that agreement cannot be reached If the issue has still not been resolved, it may be necessary to seek agreement through a suitable mediator. At this point, the parties involved in the grievance will be asked to prepare a written submission.

Commitment is sought from the mediator to conduct the mediation.



A suitable meeting time and venue is arranged. All written submissions must be made available to the mediator prior to the meeting, so that adequate time is provided for the mediator to review all documentation.

If the issue has not been resolved at the conclusion of this meeting, a follow up meeting may be arranged. Alternatively, the matter may be referred to the relevant Department Head or Director.

Director If the issue has still not been resolved, the Director must notify the Executive Director. The matter is then referred to the appropriate outside bodies for further deliberation.

Hospital, Union & Employer Association representatives Discussions are held and if the matter is not resolved the issue is referred to the Industrial Tribunal.

- (v) The parties agree that normal work will continue and there will be no stoppages of work or any other bans or limitations on the performance of work while these procedures are being followed.
- (vi) Throughout all stages of these procedures adequate records must be kept of all discussions.
- (vii) These procedures will be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

This Agreement is made at SYDNEY on the 10th day of April 1998

Signed for and on behalf of }
St Vincent's Private Hospital }
By the Executive Director }



In the presence of



Signed for and on behalf of
The HEALTH AND RESEARCH }
EMPLOYEES' ASSOCIATION }
OF NEW SOUTH WALES }
by the State Secretary }



in the presence of



A.J. Cogill S.P.

SCHEDULE A- MONETARY RATES AND ALLOWANCES

TABLE 1 - MONETARY RATES

St Vincent's Private Hospital Officer Grade	Salary on Commencement (5% or 4.5% + broadbanding)	Salary at 2nd Increase (3%)
1	\$454.40	\$468.00
2	\$485.80	\$499.80
2A	\$495.00	\$511.50
3	\$517.50	\$533.00
4	\$547.80	\$564.20
5	\$574.30	\$591.50
6 (includes Level 1 Professional)	\$604.50	\$622.60
7	Level 2 \$640.00 Level 3 \$700.00 Level 4 \$770.00 Level 5 \$853.00	\$659.20 \$721.00 \$793.10 \$878.50

TABLE 2- ALLOWANCES

	Allowance Name	Amount
(i)	On-call following shift	\$12.23 per 24-hour period
(ii)	On-call on rostered day off	\$24.46 per 24-hour period
(iii)	Meal during overtime (when meal not supplied)	Breakfast: \$8.80 per meal Lunch: \$11.40 per meal Dinner: \$16.70 per meal

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

SCHEDULE A- MONETARY RATES AND ALLOWANCES (cont.)

TABLE 3-TRANSLATION TABLE

St Vincent's Private Hospital Officer Grade	Award Classification	Current Base Salary, including 3% overaward	Salary on Commencement (5% or 4.5% + broadbanding)	Salary at 2nd Increase (3%)		
1	General Services Officer I	\$421.27	\$454.40	\$468.00		
	General Services Officer II	\$432.70				
2	General Services Officer III	\$441.36	\$485.30	\$499.80		
	Central Sterile Services Staff (Unqualified)	\$461.23				
	Clerk Grade 1	\$462.16				
	Carpark Attendant	\$483.75				
2A	Wardsperson (until 2nd increase only)	\$451.15	\$495.00	Refer Grade 3		
	Technical Assistants (until 2nd increase only)	\$465.00				
3	General Services Officer IV	\$471.12	\$517.50	\$533.00		
	Cook Grade A	\$464.74				
	Central Sterile Services Staff (Qualified)	\$465.97				
	Pharmacy Assistant (Graduate)	\$482.14				
	Clerk Grade 2	\$492.65				
	Laundry Supervisor	\$492.86				
	Maintenance Handyperson (includes OAP)	\$518.70				
	Wardsperson / Technical Assistants (after 2nd increase only)				Refer Grade 2A	
	Pharmacy Assistant (Unregistered)	\$524.02				
4	Clerk Grade 3	\$524.17	\$547.80	\$564.20		
	Chef	\$493.06				
		\$549.50				
5	Clerk Grade 4	\$549.50	\$574.30	\$591.50		
	Catering Officer	\$536.94				
	Cleaning Services Supervisor (GSO II plus OAP)	\$536.94				
	Assistant Supervisor of CSSD	\$492.65				
	"Assistant Supervisor" Technical Assistants (Leading Hand)	\$510.37				
6	Clerk Grade 5	\$578.45	\$604.50	\$622.60		
	Pharmacist Year 1	\$534.78				
7	Various Professional Rates					