

Without Prejudice

St Vincent's Response – Without Prejudice - 070719

St Vincent's Further Response – 200819 – further to meeting on 17 July 2019
(the Meeting)

St Vincent's Further Response – 260919 – further to meeting on 10 September 2019 (the Meeting)

Wages to be equal across all hospitals

Response: St Vincent's is currently undertaking detailed financial analysis in respect to the differentials with wages for its support services staff across the three hospitals. There is a history in respect to this issue and, in the current Agreement, St Vincent's took a number of steps to bring these rates closer to alignment. However, the difficulty is the financial situation with health fund outcomes being, in most cases, substantially less than 2%. For discussion.

Further Response: As discussed at the commencement of the Meeting, a key objective that St Vincent's wishes to achieve during the life of the Agreement is to consolidate / align all conditions and rates under the Agreement for the three campuses.

The current modelling indicates that this will require a four year Agreement, and therefore, St Vincent's will be seeking a four year term.

The attached draft Agreement is inclusive of the wages offer from St Vincent's. This body of work has taken time. The outcome is that the rates will align across campuses and all classifications on FFPOA July 2022.

Further response: St Vincent's has tabled its wages offer under the Agreement, noting the above transitioning and the inclusion of three separate wage tables which will align at the end of the Agreement. The allowances also align at the end of the Agreement, subject to an exception for the tool allowance.

Increase superannuation to 12%

Response: It is not financially possible to increase superannuation to 12%.

Further response: St Vincent's repeats the above, but also refers to the statutory increases to the SG contributions that will occur over the course of the nominal life of the proposed Agreement. Specifically, on 30 June 2023 the minimum contribution percentage will be 10.5%.

Workloads

Response: The Agreement contains an appropriate workload management clause. Clause 2.2 refers.

Subsidised or free car parking

Response: The matter of car parking is dealt with at a hospital level. If there are specific issues that you wish to raise in respect to a particular hospital, then those matters can be dealt with at a hospital level.

Further response: St Vincent's considers this an issue that is managed at the hospital level. St Vincent's confirms that it does what is possible to provide adequate parking that is close to the hospital and that there are adequate parking spots available. This is an ongoing process in itself, for example including measure to identify whether non-employees are accessing the available parking bays etc. For example, as discussed at the Meeting, at Brisbane parking is available for \$5 per day, compared to the public cost of \$20 per day. Parking is currently provided free of charge at Northside and is \$4 per day at Toowoomba.

No unreasonable denial of overtime or TOIL

Response: The Agreement contains appropriate provisions in respect to overtime and time off in lieu. If you believe there are particular situations where there is an issue concerning overtime and/or TOIL at a hospital level, could you please advise those details so they can be properly reviewed.

Casual conversion

Response: Although the current Agreement contains a provision at clause 3.3.4, St Vincent's has reviewed that provision and proposes to include the following provision which it believes is more understandable for all parties.

Casual Conversion

- (i) *A casual employee who has been rostered on a regular and systematic basis over a period of 12 months has the right to request conversion to permanent employment:*
 - (1) *on a full time contract where the employee has worked on a full time basis throughout the period of casual employment; or*
 - (2) *on a permanent part time contract where the employee has worked on a permanent part time basis throughout the period of casual employment. Such contract would be on the basis of the same number of hours as previously worked, unless other arrangements are agreed between the employer and the employee.*
- (ii) *The employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request.*
- (iii) *Casual conversions will not apply where a casual employee has covered absences of permanent staff that are expected to return to work.*

Further Response: As above, in principle, St Vincent's agrees to a casual conversion clause.

Further response: At our meeting there was discussion about further details around a procedure for casual conversion. St Vincent's indicated that it believed a policy was the appropriate avenue for addressing such details.

Improved career progression opportunities

Response: In the last Agreement, the parties entered into extensive consultation concerning the support services classification structures. If you believe that there are particular issues

that still need to be addressed in regard to support services structures, then please advise of those details and St Vincent's will review those matters.

Further Response: It was indicated at the Meeting that this claim was about better opportunities to multi-skill across work areas. St Vincent's explained that this was a work in progress. St Vincent's does not believe that this is a matter that is appropriate for a term in the Agreement. The Agreement includes a labour flexibility clause at clause 3.4.

Better access to breaks

Response: The Agreement contains appropriate provisions in respect to meal and tea breaks. As stated above, if there are particular issues at a hospital level where there are problems with staff having their tea or meal break then please advise of those details and they will be reviewed by St Vincent's.

All claims are made without prejudice and Together reserves the right to add to or remove claims during the life of the negotiations.

DRAFT