

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/189

TITLE: St Vincents and Mater Health Sydney Ltd The Mater Support Services Enterprise Agreement 2002

I.R.C. NO: IRC02/2261

DATE APPROVED/COMMENCEMENT: 14 May 2002/1 January 2002

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**NEW AGREEMENT OR
VARIATION:** New. Replaces EA00/301

GAZETTAL REFERENCE: 21 June 2002

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COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to Support Service Staff employees only (excludes Medical and nursing staff) as defined in clause 3 of the Private Hospital Employees' (State) Award.

PARTIES: St Vincents and Mater Health Sydney Limited -&- The Health and Research Employees' Association of New South Wales



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Enterprise Agreement
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**ST VINCENTS & MATER HEALTH
SYDNEY LTD**

THE MATER

SUPPORT SERVICES ENTERPRISE

AGREEMENT 2002

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PART 1 - AGREEMENT FORMALITIES

1. Title

This agreement shall be known as the *Mater Hospital Support Services Enterprise Agreement, 2002*.

2. Area, Incidence and Parties Bound

The Mater Hospital Support Services Enterprise Agreement ("the Agreement") shall be binding upon the Mater Hospital (a facility within St Vincents & Mater Health Sydney Limited ACN 054 594 375) ("the Mater") located at Rocklands Road, North Sydney and the Health and Research Employees' Association of New South Wales ("the Association").

The Mater and the Association comprise the parties to the Agreement ("the Parties").

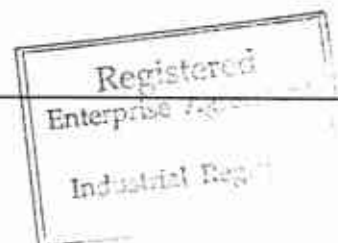
The Agreement will cover employees as defined in Clause 3 of the Private Hospital Employees' (State) Award ("the Award").

3. Aim of the 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 the Mater 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 The Mater;
- 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, the Mater 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.



4. Objectives

The objectives of the Agreement are:

- * To deliver a performance management system which provides financial reward for achievement beyond merely satisfactory job standards and outcomes.
- * To introduce more flexible work arrangements in the interest of employee development and operational efficiency.
- * To deliver to employees a single pay increase during each twelve month of the Agreement.
- * To introduce improved communications between management and staff.
- * To more clearly define appropriate employee behaviour and attitude.
- * To continue criminal record checking for all current and future employees.

5. Workforce Management and Flexibility

The parties acknowledge that it is beneficial to provide some flexibility in staff attendance requirements, utilising the following principles:

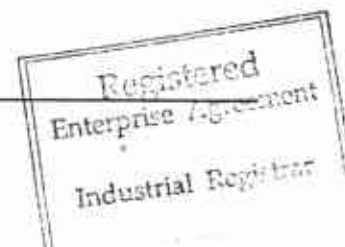
- flexible staffing arrangements must not result in any diminution of service to clients;
- no additional costs shall be incurred as a direct result of flexible staffing arrangements;
- organisational units may present a plan to the relevant Department Head for initial approval of any planned scheme on flexible working hours, which must have the support of the majority of employees in the organisational unit. Final approval of any scheme will rest with the Executive Management Team.

Where there is mutual consent between the affected parties within the work area, flexible working arrangements may be entered into in order to accommodate the changing activities of the Hospital and family/work commitments of employees. Such arrangements shall be confirmed in writing.

The parties also agree that the following guiding principles will be also be utilised to assist in achieving optimal workplace outcomes:

Management

- * The Mater will ensure that employees receive the appropriate training for their tasks and functions.



- * The Mater will make every reasonable effort to ensure employees are provided with advice on variation to their work functions.
- * The Mater will include employee representatives and their Association representatives in the management of this Agreement throughout the life of the Agreement.
- * The Mater will maintain a consultative management process on the administration of the Agreement.
- * The Mater will review the pay rates of employees throughout the term of the Agreement in the context of the financial position of the Hospital and market rate movements.
- * The Mater will undertake a survey of employees to identify the potential demand for child care facilities at or near-by to the Mater, along with undertaking a cost analysis of establishing such a facility. Such analysis should also identify the fees that may need to be imposed on employees accessing the facility on a cost recovery basis only. The Mater will complete this survey and subsequent research within six months of this agreement being certified, and make such findings available to the Association workplace delegates, with the view of discussing with the Association the efficacy of implementing any such proposal.

Employees

- * Employees will at all times work and act in accordance with the stated values and mission of the Hospital and the to support achievement of Mater's "Our Vision" statement (Appendix "C")
- * Employees will perform a wider range of functions and duties including on occasions work, which is incidental and peripheral to their main tasks and functions.
- * Employees will support and participate in the implementation of the Mater's performance management policies.
- * Employees will perform such work as is reasonable and lawfully required of them by management including accepting instruction from authorised personnel.
- * Employees will comply with all reasonable requests to transfer or to perform any work covered by the Agreement.
- * Employees will ensure that the quality, accuracy and completion of any job or task is performed to the satisfaction of the Mater.
- * Employees will participate in all mandatory training and education carried out in the hospital as directed by their supervisor.

- * Employees will at all times comply with the Mater's Code of Conduct (Appendix "E").
- * Employees will cooperate with Mater when they undertake a survey of employees to identify the potential demand for child care facilities at or near-by to the Mater, along with undertaking a cost analysis of establishing such a facility, and participate in discussions concerning the efficacy of implementing any such proposal.

6. Operative Dates for Agreements

This Agreement shall take effect from the beginning of the first pay period on or after 1 January 2002 and shall remain in force until 31 December 2002.

7. Relationship to Parent Award

This Agreement shall be read in conjunction with the Award, and where there is any inconsistency, this Agreement shall apply. Furthermore where the Agreement is silent, the Award shall apply.

8. Single Bargaining Unit

A committee will be established to negotiate the Agreement.

The committee to be known as the Joint Consultative Committee will consist of:

- * Up to four HREA member employees;
- * Up to four representatives from the Mater;

The Committee will agree to consult regularly on matters affecting the parties to the Agreement and to consider issues which arise therein.

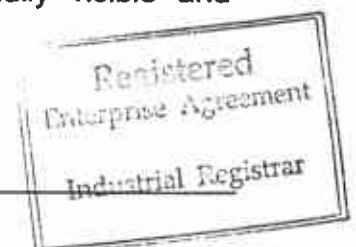
The Committee will meet up to four times each calendar year to discuss workplace issues and other matters arising out of this Agreement. Employees attending these meetings will be paid at normal rates.

9. New Employees

The parties agree that any new employee who is employed during the term of this Agreement will become a party to this Agreement. The new employee will be entitled to all benefits and be bound by all obligations of this Agreement from their date of employment.

10. Agreement to be Displayed

Copies of this Agreement shall be displayed in places readily visible and accessible to all parties covered by the Agreement.



PART 2 – POSITION DEFINITIONS, CLASSIFICATIONS AND WORK LEVELS

11. Definitions

- (i) Level 1 Hospital Officer will be defined by the work level statement Appendix "A" and without being limited by the duties described in the Private Hospital Employees' (State) Award will include:
 - * General Services Officers Grade I, II
- (ii) Level 2 Hospital Officer will be defined by the work level statement Appendix "A" and without being limited by the duties described in the Private Hospital Employees' (State) Award will include:
 - * General Services Officers Grade III, IV (Year 1)
- (iii) Level 3 Hospital Officer will be defined by the work level statement Appendix "A" and without being limited by the duties described in the Private Hospital Employees' (State) Award will include:
 - * General Services Officer Grade IV, (Year 2 & t/a), Gardener, CSSD Technician (Year 1 & Year 2), Cook A & B, Clerk Grade I.
- (iv) Level 4 Hospital Officer will be defined by the work level statement Appendix "A" and without being limited by the duties described in the Private Hospital Employees' (State) Award will include:
 - * Chef 1 & 2, Clerk Grade II, CSSD Technician (Year 3).
- (v) Level 5 Hospital Officer will be defined by the work level statement Appendix "A" and without being limited by the duties described in the Private Hospital Employees' (State) Award will include:
 - * Catering Officer 1 & 2, Clerk Grade III, Clerk Grade IV, Assistant Supervisor of CSSD.
- (vi) Level 6 Hospital Officer will be defined by the work level statement Appendix "A" and without being limited by the duties described in the Private Hospital Employees' (State) Award will include:
 - * Maintenance Supervisor (Other), Clerk Grade V.
- (vii) Level 7 will be defined according to the work level statement Appendix "A" and has no relation to the Private Hospital Employees' (State) Award.

Note: All other definitions are implied throughout the Agreement. Any dispute arising about a definition shall be dealt with by the Joint Consultative Committee.

12. Classifications

This agreement recognises that the gradings or work levels have been designed to meet the specific organisational and business needs of the Mater.

Administration of work levels and gradings

The Parties agree that following consultation with the Association, the Mater will administer the gradings and work level. Consultation will only occur where a grading of a category adversely affects employees.

13. Work Levels

There are seven work levels of employee within the Agreement.

Work Level Seven is a work level specific to the Mater, and cannot be translated from the Award.

Employees will perform work as described in the Work Level Statement at Appendix "A" – Work Level Statements.

14. Conversion to Work Levels

The conversion of the job categories stipulated under the Award into the Work Levels is outlined in a Conversion Table at Appendix "B" – Work Level Conversion Table.

15. Dispute of Classification

A dispute in relation to classification, grading or work level of existing employees or new employees will be resolved using the Grievance Procedure contained in this Agreement (Clause 42).



PART 3 – WAGES AND REMUNERATION

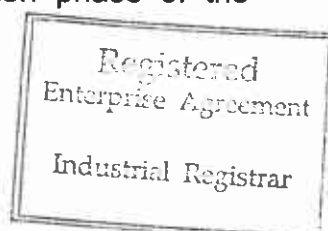
16. Wages

Employees will not be paid less than the appropriate level set out in this Agreement.

Apart from the wage increases outlined above and the employer contributions to employee superannuation as required by the Superannuation Guarantee Legislation from time to time, there shall be no other wage or other labour-related cost increase for the life of the Agreement.

The Mater and HREA agree to monitor and discuss pay rate movements in both the private and public sectors during the course of this Agreement. These movements will be carefully considered during the negotiation phase of the subsequent Agreement.

See Appendix "D" for wage rates.



17. Remuneration Packaging

- (i) The parties agree to discuss and facilitate the implementation of remuneration packaging if the Mater attains the appropriate payroll system during the life of this agreement.

In the event of remuneration packaging being introduced, the parties agree that the following sub clauses establishes the basis for implementation although these do not remove the necessity of discussions between the Mater and the Association regarding benefits to be obtained and processes to be utilised:

- (a) Where agreed between The Mater and an employee, the employee may elect to be paid in the form of a remuneration package. The terms and conditions of such a package shall not, viewed objectively, be less favourable than the entitlements otherwise available under this award.
- (b) The Mater shall ensure that the structure of the package complies with taxation and other relevant laws, and the amount available to be packaged is to the maximum permitted by such taxation and relevant laws.
- (c) A copy of the package and associated documentation will be made available to the employee, and will be signed by both The Mater and the employee.

18. Salary Sacrifice to Superannuation

- (i) An employee may elect to sacrifice some or all of the salary payable to them under this agreement to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate.

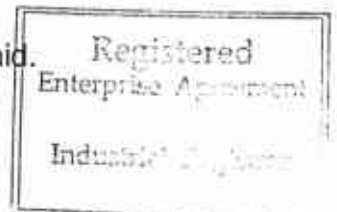
Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions it will be:

- (a) subject to Australian Taxation Law, the sacrificed portion of salary will reduce the salary subject to appropriate taxation deductions by the amount of that sacrificed portion; and
 - (b) any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly worker's compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under the relevant award or any applicable Award, Act, or Statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the relevant award in the absence of any salary sacrifice to superannuation made under this award.
- (ii) Where an employee elects to salary sacrifice in terms above, the employer will pay the sacrificed amount into the relevant superannuation fund.
 - (iii) The Mater must ensure that the amount of any additional employer superannuation contributions specified in subclause (1) above is included in the employee's superannuable salary that is notified to the relevant superannuation fund.

19. Allowances

All allowances are inclusive in the levels within the Agreement.

- * The Uniform Allowance in accordance with the Private Hospital Employees' (State) Award will be paid.
- * The Long Service Allowance will continue to be paid.
- * The Central Certificate Allowance will continue to be paid.
- * The Fire Officer's Allowance will continue to be paid.



20. Pay Points

There are two pay points, which exist within each Work Level at the Mater.

- * Pay Point One – Introductory or Year One.

Generally new employees will commence at Pay Point One.

New employees will undergo a Probation of twelve weeks during which their competencies, skills and performance will be assessed as well as their compliance with the Policies and Vision Statement (attached) of the Mater. After a satisfactory Probation report by their supervisor the employee will proceed to Pay Point Two.

Where competencies, basic skills and performance are not to the required standard after 12 weeks, a supervisor may recommend a further period of probation for up to 12 months or until the new employee has achieved development to the required standard.

New employees who demonstrate the required standard of competencies and basic skills and who achieve satisfactory work performance within the probation period may be recommended by their supervisor to be accelerated to Pay Point Two.

A new employee with considerable and relevant industry experience may request to commence work at Pay Point Two. Appointment direct to Pay Point Two may be made by the Head of Department.

The Rate per Week Range for each Work Level at Pay Point One is indicated at Appendix "D".

* Pay Point Two

Pay Point Two will be that point which an employee achieves after satisfactory probation and it will be the pay level for Year One of the Agreement.

The Rate per Week for each Work Level at Pay Point Two is indicated at Appendix "D".

21. Resolution of Disputes

Resolution of disputes on remuneration and reward will be conducted in accordance with the Grievance Procedure outlined in the Agreement.

22. Ordinary Hours & Roster

Where an employee is required to work according to a roster the following will apply:

- Work rosters will be posted in a visible place.
- All rosters will indicate the commencement and cessation times of the ordinary hours of work of the respective shifts for each employee.
- Changes or variations to shift rosters will be announced at least 7 days prior to becoming operative
- From time to time, a shift roster may be changed at any time to enable the Hospital to respond to unexpected issues that impact significantly changing activities and work demands.
- Places in shift rosters may be interchanged by agreement between the employees and the Department Head, provided that the change does not incur additional shift or overtime penalties as a consequence of the interchange.

The Flexible work/rostering practices outlined will not alter the shift/penalty arrangements within this agreement. All other conditions relating to the Private Hospital Employees' (State) Award will continue to apply, with the exception of the following:-

- (i) Allocated Days Off ("ADO") duty may not be rostered to occur on public holidays or weekends unless agreed upon by the employee.
- (ii) Accumulation of an ADO by an employee is to be approved by their supervisor, although such accumulation will in normal circumstances will be limited to a maximum of five ADOs in any period of four calendar months.
- (iii) During the life of this agreement, transitional arrangements will be discussed, agreed to and implemented between the Mater and any employee who has accumulated ADOs in excess of five in any period of four calendar months. The purpose of any agreed transitional arrangement with an employee is to amicably reduce the number of ADOs to a level that is consistent with sub clause (ii) above. An employee may seek the assistance of the Association in developing such arrangements with the Mater.
- (iv) A dispute in relation to sub clause (iii) above will be resolved using the Grievance Procedure contained in this Agreement (Clause 44).
- (v) Accumulated ADOs may be converted in exceptional circumstances to additional pay, paid at ordinary rates, upon request from the employee and with the approval of the Head of Department.

23. **Shift Work & Penalty Rates**

- (i) Work carried out between 6.00 am and 6.00 pm Monday to Friday shall be paid at ordinary rates.

Employees working less than eight hours per day, shall only be entitled to shift allowances where their shift commences prior to 6.00 am and/or finishes after 6.00 pm.

- (ii) Work carried out between 6.00 pm and 6.00 am Monday to Friday shall be paid at the rate of ordinary time plus 15%.

- (iii) (a) Afternoon shifts commencing at Midday or thereafter, shall attract a shift allowance of 10% for those hours worked up to 6.00 pm, and 15% thereafter.

- (b) Employees whose majority of shifts commence at 10.00 am as at the date this Agreement is registered shall continue to be paid, in addition to their ordinary rates, the 10% shift allowance payable from the time of such commencement in accordance with sub-clause (ii), Clause 13 – Penalty Rates and Shift Allowances, of



the Private Hospital Employees' (State) Award.

- (c) Employees whose majority of shifts commence at 11.00 am as at the date this Agreement is registered, shall continue to be paid, in addition to their ordinary rates, the following shift allowances:-

*	11.00 am to 12.00 noon	-	Nil
*	12.00 noon to 6.00 pm	-	10%
*	6.00 pm and thereafter	-	15%

- (d) The parties agree that should the shift pattern currently in use change significantly then the provisions of Clause 22 (iii) shall become the subject of further discussion and review.

- (e) A Permanent Part-Time Employee who works less than eight hours per day, and who finishes their shift after 6.00 pm shall be paid shift penalties in accordance with Clause 22 (iii)(a).

- (iv) Work carried out between midnight Friday and midnight Saturday shall be paid at the rate of ordinary time plus 50%.

- (v) Work carried out between midnight Saturday and midnight Sunday shall be paid at ordinary time plus 100% (casuals excluded - see Part IV, 19).

- (vi) Work carried out on a Public Holiday shall be paid at the rate of ordinary time plus 150%.

Alternatively, if the employee so elects at their annual anniversary – one half time extra payment, for all time worked in addition to the weekly rate and have one ordinary working day added to the period of annual leave.

Penalties expressed in (iii), (iv), (v) shall be in substitution for and not cumulative of allowances expressed in (ii) of this clause, and any casual loadings.

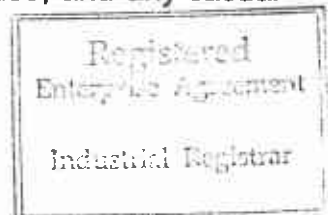
24. Permanent Part-Time Work

- (i) Permanent Part-Time Employees

- (a) A permanent part-time employee is defined as an employee who is permanently appointed to work a specified number of hours, which are less than those prescribed for a full-time employee.

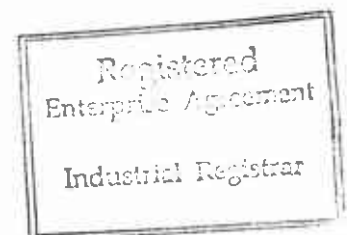
- (b) Permanent part-time employees shall be paid an hourly rate calculated on the basis of one-thirty-eight (1/38th) of the appropriate rate.

- (c) Permanent part-time employees shall be entitled to all other benefits of this Agreement not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.



25. **Casual Employees**

- (i) (a) A casual employee is defined as an employee who is engaged on an hourly basis otherwise than as a permanent part-time employee or full-time employee.
- (b) A casual employee is engaged in the following circumstances: for short-term periods where there is a need to supplement the workforce arising from fluctuations in the needs of the facility; or in the place of another employee who is absent; or in an emergency.
- (ii) A casual employee shall be paid an hourly rate calculated on the basis of one-thirty-eight (1/38th) of the appropriate rate, prescribed by this agreement, plus ten per cent thereof, with a minimum payment of two (2) hours for each engagement and one-thirty-eighth of the uniform and laundry allowances, where a uniform is not supplied.
- (iii) A casual employee who is required to and does work on a public holiday prescribed by Clause 15 of this award, shall be paid double time and one half for all time worked in lieu of the 10% allowance provided for in (ii) above.
- (iv) For weekend and public holiday work, casual employees shall in lieu of all other penalty rates and the 10% 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% 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 Act 1955.
- (viii) With respect to a casual employee, the provisions of the following clauses within this agreement shall not apply:-
 - * Annual Leave Loading
 - * Sick Leave
 - * Acting in Higher Positions
 - * Jury Service
 - * Family Leave and Carers' Leave
 - * Ordinary Hours and Rosters
 - * ADOs



26. Shift Worker

A shift worker is defined as an employee who routinely begins work after midday or routinely works on weekend. This definition will apply to both set roster and rotational rosters.

27. Apprentice Chefs

- (i) Indentured apprentice is defined as an employee who is serving a period of training under an indenture for the purpose of rendering them fit to be a qualified worker in the industry.
- (ii) Apprenticeship means an apprenticeship established under Division 2 of Part 3 of the Industrial and Commercial Training Act 1989.
- (iii) The minimum rates of wages for apprentice chefs will be the following percentages of Level 4 of the Enterprise Agreement;

1st Year	60%
2nd Year	70%
3rd Year	80%
4th Year	90%

- (iv) Apprentice Chefs shall have their hours of duty arranged in such a way to allow full attendance at mandatory Technical Advanced and Further Education College sessions.

28. Time in Lieu

- (i) The Hospital will allow employees to take time off in lieu of overtime. However, the employee retains choice between time in lieu and overtime.
 - (a) Such arrangements shall be done on an individual basis, ie agreement must be reached between an individual employee and his or her supervisor.
 - (b) Overtime hours worked qualify for an equal number of ordinary hours time off, eg four hours worked equals four hours off, at all times.
 - (c) A maximum of 40 hours overtime will be limited at any one time.
 - (d) Accrued time shall be taken within four months of having been worked.
 - (e) Time off accrued when taken is to be paid at the current rate of pay.
 - (f) Any untaken accrued time off shall be taken and paid for at the mutually agreed period or upon termination, at the original overtime rates.

29. Meal Breaks

- (i) An employee shall not be required to work more than six (6) hours without a meal break. Such meal break shall be of between 30 and 60 minutes duration, and shall not count as time worked.
- (ii) Notwithstanding the provisions of sub-clause (i) above, an employee required to work in excess of ten (10) ordinary hours, shall be entitled to a 60 minute meal break, and shall not count as time worked. Such time shall be taken as either two 30 minute meal breaks or one 60 minute meal break, subject to agreement between the employer and the employee.
- (iii) An employee 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, at the option of the employer, be supplied with a meal, or meal allowance.

30. Payment and Particulars of Wages

- (i) Wages will be paid fortnightly.
- (ii) On each pay day, currently every second Thursday, the pay shall be made up to the previous Monday. In the event of changing the payroll system, payment of monies due shall occur no later than five days after the final shift worked in that pay cycle.
- (iii) Employees shall have their wages paid by direct deposit or electronic transfer into one account with a bank or other financial institution in New South Wales as nominated by the employee. Variations to pay or termination payments may from time to time be paid by cheque.
- (iv) Wages shall be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees by close of business on pay day. Where the wages are not available to the employee by such time, due to circumstances beyond the employer's control, the employer shall not be held accountable for such delay.
- (v) Where the services of an employee are terminated with due notice all monies owing shall be paid upon cessation of employment but, in the case of termination without due notice, within the next three working days.
- (vi) On pay day, each employee shall be provided with a pay slip, which specifies the following particulars:-
 - (a) Name and date of payment;
 - (b) The period for which the payment is made;
 - (c) The gross amount of wages, including overtime and other earnings;
 - (d) The ordinary hourly rate;

- (e) The amount paid as overtime or such information as will enable the amount paid as overtime to be calculated by the employee;
- (f) The amount of other earnings and the purpose for which they are paid;
- (g) The amount deducted for taxation purposes;
- (h) The particulars of all other deductions;
- (i) The net amount paid.

Other information will be made available as the new Human Resources system permits.

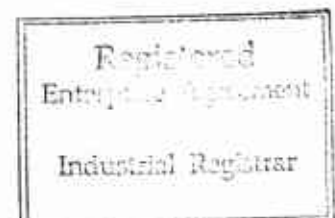
- (vii) Where the Mater has overpaid an employee, the Mater shall notify the employee of such overpayment and how such overpayment is made up, in writing, and may recover such amount, with the agreement of the employee as to the amount of the overpayment and the method of such recovery. This sub-clause authorises the use of deductions from wages for the purpose of such recovery. All such deductions from wages must be authorised in writing by the employee.

31. Acting in Higher Positions

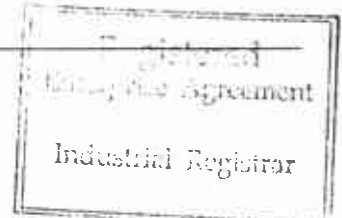
Generally, Hospital Officer Gradings have been designed to incorporate a range of work types and varieties.

An employee may be requested to act in a higher position, which is clearly more responsible than the established position. In this case, the person will be temporarily regraded whilst those particular duties are carried out and paid at a higher rate.

Higher Grade duties will be paid in the minimum payment of one ordinary shift, but will only become payable when at least three hours duty is carried out in the more higher position. Higher Grade duties will not be paid at any time to an employee relieving another on their ADOs.



PART 4 - LEAVE



32. Annual Leave

- (i) After the completion of each 12 months' service with the Mater a full-time employee shall be entitled to 20 days' annual leave, exclusive of public holidays and a permanent part-time employee shall have a pro rata entitlement to annual leave calculated by reference to the number of hours worked in the relevant 12-month period.
- (ii) When an employee nominates to take annual leave, such annual leave shall be given by the Mater and shall be taken by the employee as determined by the Mater, provided that all leave accrued due must be taken within six months of accrual, except with the agreement of the Hospital or thereafter as the Hospital may require.
- (iii) When the Mater nominates or requires an employee to proceed on leave, the employee shall be given three months' notice where practicable and not less than one month's notice of the date upon which the employee shall enter upon annual leave.
- (iv) A leave loading of 17.5% of the relevant ordinary rate of pay for the period of leave then due shall be paid to full-time and permanent part-time employees prior to the taking of leave. The leave loading prescribed in this sub-clause shall not apply to proportionate payment of leave on termination of employment, except in cases of redundancy or medical retirement.
- (v) Where an employee who is a shift worker is given and takes an annual holiday they shall be paid the loading set out in sub-clause (iv) of this clause, provided that if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading.
- (vi) The Mater may allow annual leave to be taken by an employee before the right thereto has accrued due, however, the amount of leave must be at least due on a pro-rata basis.
- (vii) Payment shall not be made to an employee in lieu of any annual leave or part thereof to which the employee is entitled nor shall any such payment be accepted by the employee.

33. Sick Leave

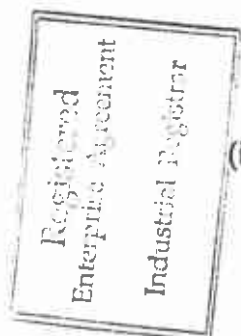
- (i) An employee shall not be entitled to sick leave until after three months' continuous service with the Mater.
- (ii) A full-time and permanent part-time employee on a pro-rata basis, shall

be entitled to sick leave on full pay, calculated by allowing seventy-six ordinary hours for each year of continuous service. Any unused sick leave prior to the commencement of this agreement or subsequently not bought out shall remain to the employee's credit.

- (iii) Each employee shall notify the Mater of their absence from work due to illness, where practicable prior to the commencement of their ordinary working time or rostered shift, and shall inform the employer of the expected duration of the absence.
- (iv) The Mater shall not change the rostered hours of work of an employee fixed by the roster or rosters applicable to the seven days immediately following the commencement of sick leave merely by reason of the fact that the employee is on sick leave.
- (v) All periods of sickness shall be certified by a legally qualified medical practitioner, provided however that the Mater shall dispense with the requirement of a medical certificate where the absence does not exceed two consecutive days or where in the employer's opinion the circumstances are such as not to warrant such requirements. This dispensation shall not apply when employees have submitted their notice of termination.
- (vi) An employee shall not be entitled to sick leave for a period during which the employee is receiving Workers' Compensation.
- (vii) Notwithstanding sub-clause (vi), where an employee continues to receive Workers' Compensation for a period in excess of 26 Weeks, the Hospital shall pay to the employee the difference between the amount received as Workers' Compensation and their full weekly wage until all the employee's sick leave entitlement under this clause has been used.

34. Long Service Leave

- (i) Every employee after five years' continuous service with the Mater shall be entitled to one month's long service leave on full pay; after ten years' continuous service to a further one month's long service leave on full pay; after fifteen years' continuous service to an additional one month's long service leave on full pay; and for each five years' continuous service thereafter to an additional one and one half months' long service leave on full pay. This long service leave, up to the amount accrued at the date of commencement of such leave, shall be taken at a time to be mutually arranged between the Mater and the employee, provided the minimum period taken is one month.
- (ii) Where the service of an employee with at least five years' service is terminated, the employee shall be entitled for five years' service to one month's long service leave on full pay and for service after 5 years to a proportionate amount of such leave on full pay calculated on the basis of 2 months' long service leave for 10 years' service.



(iii) Where an employee has acquired a right to long service leave under subclauses (i) and (ii) of this clause, then and in every such case:-

(a) If before such leave has been entered upon, the employment of such an employee has been terminated, the employee shall be entitled to receive the monetary value of the leave to which such staff member has been entitled computed at the rate of salary which such employee had been receiving immediately prior to the termination of employment.

(b) If an employee dies before entering upon long service leave, or if after having entered upon the same, dies before its termination, the employee's partner or children or other dependent relatives or their legal representatives, shall be entitled to receive the monetary value of the leave not taken or not completed, as the case may be, and computed at the rate of salary which the employee had been receiving at the time of death.

(iv) For the purpose of this clause:

(a) one month equals four and one third weeks;

(b) continuous service with the Mater prior to the coming into force of this Agreement shall be taken into account;

(c) continuous service shall be deemed not to have been broken by:-

(1) any period of absence on leave without pay not exceeding six months; or

(2) absence of an employee from the Mater whilst a member of the Defence Forces of the Commonwealth in time of war; or

(3) any period of absence on parental leave taken by the staff member in accordance with the Industrial Relations Act 1996.

(v) Where any employee has been granted a period of long service leave prior to the coming into force of this Agreement the amount of such leave shall be debited against the amount of leave due under this Agreement.

(vi) Any period(s) of part-time employment with the Mater shall count towards long service leave. The payment for such long service leave shall be calculated on the basis of the proportion that the average number of hours worked per week bears to 38 hours.



- (vii) Where an employee has accrued a right to an allocated day off duty on pay prior to entering a period of long service leave, such day shall be taken on the next working day immediately following the period of long service leave.

An employee returning to duty from long service leave shall be given the next allocated day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.

35. **Family & Carers' Leave**

- (i) From the date of this Agreement, employees may utilise Family Carers' Leave to meet family activities and community service responsibilities. This could include a need to respond to an emergency situation, for example:-

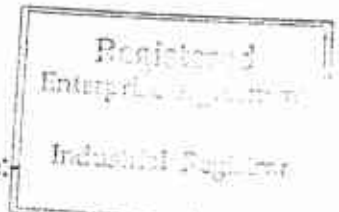
- * The illness of a relative;
- * Where a child carer is unable to look after their charge;
- * To arrange and/or attend a funeral of a relative; or
- * Where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property. In the event of planned absences or where some advance notice is given, ordinary or rostered days off should be utilized in the first instance. However, where this is not practicable, Family & Carer's Leave could be used, for example:-
 - # To accompany a relative to a medical appointment where there is no element of emergency but where no other alternative is available;
 - # Essential parent/teacher or education activities;
 - # To meet elder-care requirements of a relative.

The definition of "family" for the purposes of this Award shall be:-

- (a) Any person to whom the person is related by blood, marriage, affinity (eg de-facto), or adoption; or
- (b) Any person who is wholly dependent on, or a member of the household, of the person.

Leave for other family and community service requirements may be granted to employees at the discretion of the Executive Director

- (ii) This form of leave must not be granted for the attendance of employees at court.



- (iii) The maximum amount of Carer's Leave on full pay, which may be granted is:-
 - (a) During the first 12 months of service - three working days; or
 - (b) After the completion of 12 months service - six working days in any period of two years; or
 - (c) The period calculated by allowing one working day for each completed year of service after the completion of two years' continuous service, commencing the date of this Award, and deducting from the total any amount of family and community service leave granted.
- (iv) Permanent part-time employees will be entitled to Carer's Leave on a pro-rata basis.
- (v) Where employees have exhausted paid Carer's Leave they may have the option of using the undermentioned types of leave:-
 - (a) A further period of up to six days unpaid Carer's Leave, in any year of service (less any paid leave granted in that year).
 - (b) Annual Leave.
 - (c) Long Service Leave, at the discretion of the Mater.
- (vi) Family and Carer's Leave replaces in full Compassionate Leave as described in the Award.

36. Parental Leave

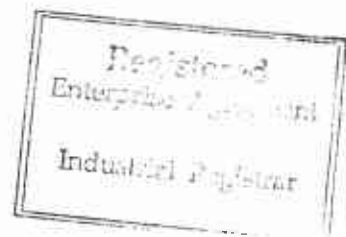
A. Maternity Leave

(i) Eligibility

To be eligible for maternity leave an employee must have completed at least 40 calendar weeks of continuous service prior to the expected date of birth.

An employee who has once met the conditions for maternity leave will not be required to work again the 40 calendar weeks of continuous service in order to qualify for a further period of maternity leave, unless:-

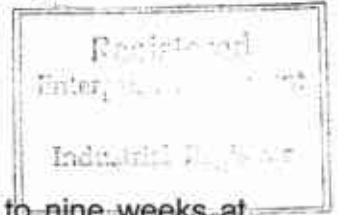
- (a) There has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after his/her services have been otherwise dispensed with; or



- (b) The employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Compensation Act.

(ii) Entitlement

Eligible employees are entitled to the following leave:



- (a) Paid maternity leave - an employee is entitled to ~~nine weeks at~~ the ordinary rate of pay or eighteen weeks at half the ordinary rate of pay from the date maternity leave commences. This leave may commence up to twelve weeks prior to the expected date of birth, although it is not compulsory for an employee to commence maternity leave prior to the expected date of birth.
- (b) Unpaid maternity leave - an employee is entitled to a further period of unpaid maternity leave of not more than twelve months from the completion of paid maternity leave.

(iii) Applications

An employee who intends to proceed on maternity leave should formally notify her Manager of such intention as early as possible, so that arrangements associated with her absence can be made.

Written notice of not less than eight weeks prior to the commencement of the leave should be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

(iv) Variation after Commencement of Leave

After commencing maternity leave an employee is entitled to vary the period of her maternity leave, once without the consent of her employer and otherwise with the consent of the Mater. A minimum of four weeks' notice of variation must be given, although an employer may accept less notice if convenient. The conditions relating to variation of maternity leave are derived from Section 65 of the Industrial Relations Act, 1996.

(v) Staffing Provisions

In accordance with obligations established by the Industrial Relations Act, 1996 (S.69), any person who occupies the position of an employee on maternity leave must be informed that the employee has the right to return to her former position.

Additionally, since an employee has the right to vary the period of her maternity leave, offers of temporary employment shall be in writing, stating clearly the temporary nature of the contract of employment.

The duration of employment shall also be set down clearly: to a fixed date or until the employee elects to return to duty, whichever occurs first.

(vi) Effect of Maternity Leave on Accrual of Leave, Increments, etc.

The period of maternity leave without pay does not count as service for paid leave purposes.

Where the employee has completed ten years service the period of maternity leave without pay shall count as service for Long Service Leave purposes, provided such leave does not exceed six months.

Maternity leave without pay does not count as service for increment purposes.

(vii) Illness Associated with Pregnancy

If, because of an illness associated with her pregnancy, an employee is unable to continue to work then she can elect to use any available paid leave (sick, recreation and/or long service leave) or to take sick leave without pay.

(viii) Transfer to a More Suitable Position

Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, the Mater is obliged, as far as practicable, to provide employment in some other position that she is able to perform satisfactorily.

A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

(ix) Miscarriages

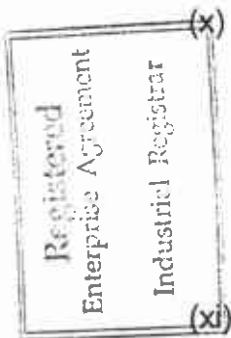
Absence from work due to a miscarriage is to be covered by the Sick Leave provisions.

(x) Stillbirth

An employee may elect to take sick leave, in the case of a stillbirth (as classified by the Registry of Births, Deaths and Marriages) subject to production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness for duty.

(xi) Effect of Premature Birth on Payment of Maternity Leave

An employee who gives birth prematurely, and prior to proceeding on maternity leave, shall be treated as being on maternity leave from the



date leave is commenced to have the child.

(xii) Right to Return to Previous Position

An employee returning from maternity leave has the right to resume her former position. Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and for which the employee is capable or qualified.

(xiii) Return for Less Than Full-Hours

Employees on application to their employer may be entitled to return to duty for less than the full-time hours they previously worked by taking weekly leave without pay. Such return to work is to be according to the following principles:-

- * The period is to be limited to 12 months, after which full-time duties must be resumed;
- * The employee is to make an application for leave without pay to reduce her full-time hours of work. This application should be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks' notice must be given;
- * Salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full-time hours of work; i.e. for long service leave the period of service is to be converted to the full-time equivalent, and credited accordingly.

It should be noted that employees who return from maternity leave under this arrangement remain full-time employees.

(xiv) Further Pregnancy while on Maternity Leave

Where an employee becomes pregnant whilst on maternity leave, a further period of maternity leave may be granted. Should this second period of maternity leave commence during the currency of the existing period of maternity leave, then any residual maternity leave from the existing entitlement lapses.

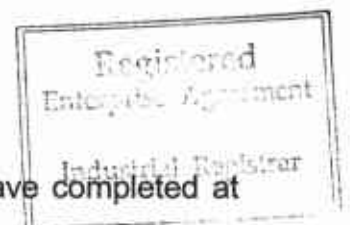
(xv) Liability for Superannuation Contributions

During a period of unpaid maternity leave, the employee will not be required to meet the employer's superannuation liability.

B. Adoption Leave

(i) Eligibility

To be eligible for adoption leave an employee must have completed at



least 40 calendar weeks of continuous service prior to the date of taking custody of the child.

An employee who has once met the conditions of adoption leave will not be required again to work the 40 calendar weeks of continuous service in order to qualify for further periods of adoption leave, unless:-

- (a) There has been a break in service where the employee has been re-employed or re-appointed after a resignation or medical retirement, or after their services have been otherwise dispensed with; or
- (b) The employee has completed a period of leave without pay or more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, paternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Compensation Act.

(ii) Entitlement

Eligible employees are entitled to unpaid adoption leave as follows:-

- (a) Paid adoption leave - an employee is entitled to nine weeks at the ordinary rate of pay or eighteen weeks at half the ordinary rate of pay from the date adoption leave commences.
- (b) Unpaid adoption leave - an employee is entitled to a further period of unpaid adoption leave of not more than twelve months from the completion of paid adoption leave where the employee is the primary carer.

(iii) Applications

Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that in the reasonably near future they will take custody of a child, should formally notify the employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

(iv) Variation After Commencement of Leave

After commencing adoption leave an employee has the right to vary the period of leave; once without consent of the Mater and otherwise with the consent of the Mater. A minimum of four weeks' notice must be given to vary Adoption Leave after the commencement of leave, although the Mater may accept less notice if this is convenient.

(v) **Staff Provisions**

As per Maternity Leave conditions.

(vi) **Effect of Adoption Leave on Accrual of Leave, Increments, etc.**

As per Maternity Leave conditions.

(vii) **Return for Less than Full-Time Hours**

As per Maternity Leave conditions.

(viii) **Liability for Superannuation Contributions**

During a period of Adoption Leave, the employee will not be required to meet the employer's superannuation liability.

(ix) **Permanent part-time employees as defined in Clause 8 (i) of this award are covered by this clause.**

C. Paternity Leave

(i) **Eligibility**

To be eligible for paternity leave an employee must have completed at least 40 calendar weeks of continuous service prior to the birth of the child.

An employee who has once met the conditions of paternity leave will not be required again to work the 40 calendar weeks of continuous service in order to qualify for further periods of adoption leave, unless:-

(a) There has been a break in service where the employee has been re-employed or re-appointed after a resignation or medical retirement, or after their services have been otherwise dispensed with; or

(b) The employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Compensation Act.

(ii) **Entitlement**

Eligible employees are entitled to the following leave:

(a) **Paid paternity leave** - an employee is entitled to one week at the ordinary rate of pay from the date paternity leave commences. This leave may commence up to twelve weeks prior to the expected date of birth,



although it is not compulsory for an employee to commence paternity leave prior to the expected date of birth.

- (b) Unpaid paternity leave - an employee is entitled to a further period of unpaid paternity leave of not more than twelve months from the completion of paid paternity leave where the employee is the primary carer.

- (iii) Applications

Employees should formally notify the Mater as early as practicable of the intention to take Paternity Leave.

- (iv) Variation after Commencement of Leave

After commencing paternity leave an employee is entitled to vary the period of leave; once without consent of the Mater and otherwise with the consent of the employer. A minimum of four weeks' notice must be given, although the Mater may accept less notice if convenient.

- (v) Staffing Provisions

As per Maternity Leave conditions.

- (vi) Effect of Paternity Leave on Accrual of Leave, Increments, etc.

As per Maternity Leave conditions.

- (vii) Return for Less than Full-Time Hours

As per Maternity Leave conditions.

- (viii) Liability for Superannuation Contributions

During a period of unpaid Paternity Leave, the employee will not be required to meet the employer's superannuation liability.

- (ix) Permanent part-time employees as defined in Clause 8 (i) of this Award are covered by this clause.



37. Association Leave

- (i) Eligibility

Applies to members of the Association accredited by the Association as a workplace delegate, with the number of such delegates at the Mater to be no more than eight.

(ii) **Paid Special Leave**

Paid special leave is available for attendance at:

- (a) annual or bi-annual conferences of the delegate's union; or
- (b) meetings of the union's executive/Committee of Management; or
- (c) attend training facilitated by the Association; or
- (d) annual conference of the Labour Council of NSW; or
- (e) bi-annual conference of the Australian Council of Trade Unions.

(iii) **Limits**

There is no limit on the special leave that could be applied for or granted. It is expected, however, that the leave would be kept to a minimum and that, on average, not more than 5 days special leave per year would need to be taken.

(iv) **Responsibilities of the Association Delegate**

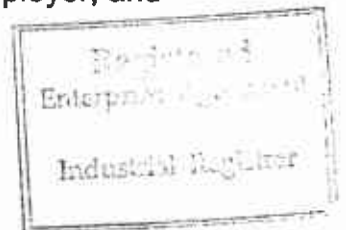
Responsibilities of the Association delegate are:

- (a) to establish accreditation as a workplace delegate with the Association;
- (b) to provide sufficient notice of absence to the employer; and
- (c) to lodge a formal application for special leave.

(v) **Responsibilities of the Association**

Responsibilities of the Association are:

- (a) to provide documentary evidence to the employer about an accredited delegate in sufficient time to enable the employer to make arrangements for performance of duties;
- (b) to meet all travelling, accommodation and any other costs incurred by the accredited delegate; and
- (c) to provide the employer with confirmation of attendance of the accredited delegate.



(vi) Responsibilities of the Employer

Responsibilities of the employer are;

- (a) to release the accredited delegate for the duration of the conference or meeting;
- (b) to grant special leave (with pay); and
- (c) to ensure that the duties of the absent delegate are performed in his/her absence, if appropriate.

(vii) Period of Notice

Generally, dates of conferences, training or meetings are known in advance and it is expected that employers would be notified as soon as accreditation has been given to a delegate or at least two weeks before the date of attendance.

Where extraordinary meetings are called at short notice, a shorter period of notice would be acceptable, provided such notice is given to the employer as soon as advice of the meeting is received by the accredited delegate.

38. Jury Service

An employee other than a temporary or casual employee, required to attend for Jury Service during ordinary working hours shall be reimbursed by the Mater an amount equal to the difference between the amount paid in respect of his/her attendance for such Jury Service and the amount of wages the employee would have received in respect of the ordinary time that would have been worked had the employee not been on Jury Service.

An employee shall notify the Mater as soon as possible of the date upon which he/she is required to attend for Jury Service. Further, the employee shall give the Mater proof of attendance, the duration of such attendance and the amount received in respect of such Jury Service.



PART 5 - OTHER CONDITIONS

39. Occupational Health & Safety

Occupational Health & Safety ("OH&S") is the responsibility of everyone in the work place.

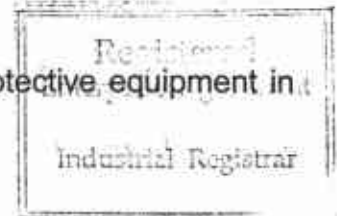
Managers are responsible for:-

- Providing safe systems of work
- Promoting and supporting a consultative process regarding OH&S issues
- Pro-active hazard management
- Ensuring all employees are training in safe work practices.

Employees are responsible for:-

- Complying with all OH&S policies and procedures and safe work practices
- Identifying and reporting hazards
- Reporting all accidents/injuries that occur
- Wearing personal protective equipment as trained.

Employees are to correctly fit and wear any safety and protective equipment in accordance with their particular task.



40. Termination of Employment

- (i) Two week's notice of termination of employment shall be given by the Mater or the employee, respectively, but where the employee is dismissed for serious and wilful misconduct such notice of termination of employment shall not apply.
- (ii) The Mater may terminate the services of an employee without due notice and the employee shall be paid two week's salary in lieu thereof.
- (iii) Where the employee fails to give the prescribed notice, then the Mater may withhold up to two week's wages from the pay period current at the time of termination.
- (iv) The Mater may terminate the services of a casual employee with one (1) hour's notice.

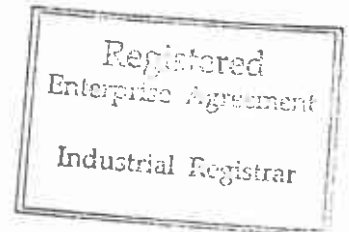
41. Training, Development & Education

The Mater is committed to training, development and education of its employees.

The Mater will provide financial assistance to employees participating in approved training, development and education.

An employee may apply for financial assistance to the Education and Development Committee. The Committee will decide:

- * That the course or activity is appropriate for financial support.
- * The level of financial assistance to be provided to the employee.



42. Grievance Procedure

- (a) The parties must:-
 - (i) Use their best endeavours to co-operate in order to avoid grievances and disputes arising between the parties or between the Mater and individual staff member; and
 - (ii) Abide by the procedures set out in this clause to resolve any issue which might arise; and
 - (iii) Place emphasis on negotiating a settlement of any issue at the earliest possible stage in the process.
- (b) In this clause, "issue" means any question, issue, grievance, dispute or difficulty, which might arise between the parties about the interpretation, application or operation of this Agreement.
- (c) Any issue should be discussed where practicable in the first instance by the staff member and his or her immediate superior.
- (d) If the issue is not resolved within a reasonable time it must be referred by the employee's supervisor to the Department Head of the work area (or his or her nominee). An employee's supervisor must provide a progress report on the issue within a week of the issue first being raised. Discussions at this level must take place and be concluded within five working days from the time of referral or such extended period as may be agreed.
- (e) If the issue remains unresolved, it may be referred by any of the parties to the Association who must then confer with the appropriate level of management. The conclusions reached by those representatives must be reported to the parties to the grievance/dispute within five working days from the time of referral or such extended period as may be agreed.
- (f) If these procedures are exhausted without the issue being resolved, or if any of the time limits set out in those procedures are not met, either party may seek to have the matter mediated by an agreed third party being a suitably qualified mediator.
- (g) 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.

- (h) Throughout all stages of these procedures adequate records must be kept of all discussions.
- (i) 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.

43. Uniforms, Safety and Protective Equipment

- (a) The Mater will provide a uniform to employees who are required to wear a uniform.
- (b) The Mater will replace uniform items following fair wear and tear.
- (c) Uniform does not include stockings, socks or shoes.
- (d) The Mater will supply and maintain all safety and protective equipment. Safety boots will be supplied by the Mater where this equipment is required by a job or task.



PART 6 - SIGNATORIES

This Agreement is made at Sydney on the

day of April 2002.

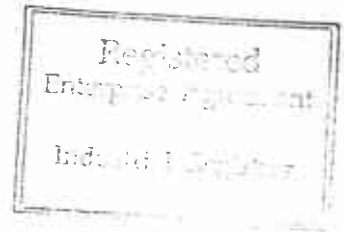
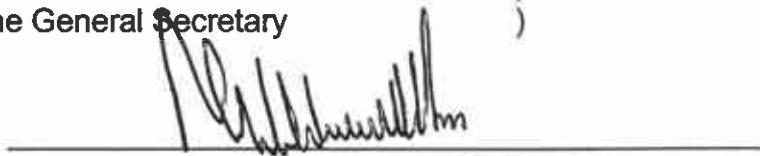
Signed for and on behalf of
St Vincents & Mater Health Sydney Ltd ACN 054 594 375
Operating as The Mater Hospital
by the Chief Executive Officer



in the presence of:



Signed for and on behalf of the
Health and Research Employees'
Association of New South Wales
by the General Secretary

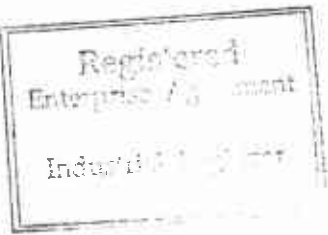


in the presence of:



WORK LEVEL STATEMENT

LEVEL	TITLE	WORK DESCRIPTION	SKILLS & ATTRIBUTES
1	Hospital Officer	<p>Staff at this level perform a range of Hotel Services across the organisation. They are primarily responsible for functioning with the areas of:-</p> <ul style="list-style-type: none"> * All areas of cleaning, including inside and out, high and infections within both clinical and service areas (including equipment). * All aspects to do with food handling, serving and distribution where supervised by a cook, chef or general supervisor. * Portering or escort of patients or equipment in line with hospital manual handling procedures or clinical procedures. * Making of unoccupied beds, or assisting nursing staff when required with an occupied bed. * Assisting with patient moves. * Answering of phones. <p>Staff at this level will take direction from a supervisor or team leader, who will be appropriately experienced to provide such direction.</p> <p>Staff will be accountable for their level and quality of output as determined reasonable by the immediate supervisor.</p> <p>Staff will generally be expected to comply with all requests which are reasonably described within this grading, providing they are appropriately trained in the function in a safe manner.</p>	<ul style="list-style-type: none"> * Ability to communicate effectively with both patients and staff. * Customer Service orientation. * Commitment to infection control and hygiene standards. * Capacity to contribute to a multi-disciplinary team approach to health care and overall patient care. * Awareness or commitment to safe work practices and procedures.



WORK LEVEL STATEMENT

LEVEL	TITLE	WORK DESCRIPTION	SKILLS & ATTRIBUTES
		<p>Staff will be expected to act in accordance to their relevant job descriptions.</p>	
2	Hospital Officer	<p>Staff at this level will perform a range of functions across areas of:-</p> <ul style="list-style-type: none"> * Hotel Services * Patient support in clinical areas * Handyperson or storeperson duties <p>Hotel Services staff at this level would be required to be competent at all Hotel Service activities outlined in Level 1, and in addition, may be required to prepare food unsupervised train Level 1 employees or supervise Level 1 employees.</p> <p>Patient Support staff at this level would be required to lift and transfer patients, assist in the making of beds, attend to patient hygiene matters, general ward duties including maintenance, stocking, phone answering and equipment transport, local stock control, clinical cleaning on a needs basis and assisting with critical incidents.</p> <p>Handypersons would be required to undertake general maintenance tasks, including the assistance of a trade staff as directed.</p> <p>Storeperson duties would include both receipt and delivery of goods, handling and computer inventory.</p> <p>Staff would be able at this level to work autonomously within the boundaries set by both their supervisor and their job description.</p> <p>Staff will generally be expected to comply with all requests which</p>	<ul style="list-style-type: none"> * High level of customer service. * Good verbal communication skills. * Ability to liaise with unwell and difficult patients in a clear and precise manner. * (For patient support positions) - a high level of physical fitness. * Commitment to safe work practices. * Ability to form an integral part of a multi-disciplinary team. * Commitment to infection and hygiene standards. * Appropriately skilled and experienced within area of employment.



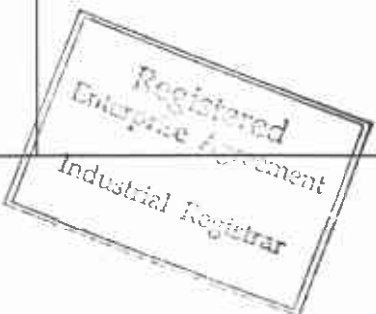
WORK LEVEL STATEMENT

LEVEL	TITLE	WORK DESCRIPTION	SKILLS & ATTRIBUTES
		<p>are reasonably described within this grading, providing they are appropriately trained in the function in a safe manner.</p> <p>Staff will be expected to act in accordance to their relevant job descriptions.</p>	
3	Hospital Officer	<p>Staff at this level of employment will be expected to undertake more complex tasks and demonstrate either technical skill within their particular area, or undertake supervision of Level 1 or 2 employees.</p> <p>Staff within this category may be required to undertake:-</p> <ul style="list-style-type: none"> * Technical aspects of sterilization and preparation of medical equipment. * Technical assistance of a health professional in a specialized setting. * Clerical functioning including aspects of booking and discharging of patients, answering complex enquiries and problem solving at the ward level. * Gardening duties where unqualified. * Supervised cooking and preparation of meals, where not qualified as a chef. <p>Staff at this level would generally be expected to be able to work autonomously and within a multi-disciplinary setting.</p> <p>Staff would be accountable for their work and be expected to be</p>	<ul style="list-style-type: none"> * High level of customer service. * Good verbal communication skills. * Understanding of complex issues relating to infection control and hygiene. * Commitment to safe working practices. * Ability to form an integral part of a multi-disciplinary team.



WORK LEVEL STATEMENT

LEVEL	TITLE	WORK DESCRIPTION	SKILLS & ATTRIBUTES
4	Hospital Officer	<p>forthright and competent in their ability to deal with patients.</p> <p>For certain positions working within a multi-disciplinary team, any duties reasonably expected to be carried out to assist be smooth functioning of that department should be met.</p> <p>Employees would be required to act in accordance with key accountabilities detailed within their job description.</p>	<ul style="list-style-type: none"> * High level of customer service. * Excellent communication skills. * Computer skills. * Ability to follow details, standards and procedures. * Commitment to safe work practices. * Effectively lead or participate in a multi-disciplinary team.
		<p>At this level, staff will be able to demonstrate a high level of proficiency at the work they undertake. This may include supervision and training of staff.</p> <p>Areas of work that may be included at this level include:-</p> <ul style="list-style-type: none"> * Clerical work which is involved in all aspects of patient administration, including booking and discharging, billings and answering patient enquiries. This work will be detailed in relevant job descriptions. * Chef duties. This requires relevant chef qualifications and would by nature involve supervision of staff. <p>Staff at this level would generally be expected to be able to work autonomously within a multi-disciplinary setting.</p> <p>Staff would be accountable for their work and be expected to be forthright and consistent in their ability to deal with patients and other staff.</p> <p>Employees would be required to act in accordance with key</p>	



WORK LEVEL STATEMENT

LEVEL	TITLE	WORK DESCRIPTION	SKILLS & ATTRIBUTES
		<p>accountabilities within their job description.</p> <p>Staff will generally be expected to comply with all requests which are reasonably described within this grading, providing they are appropriately trained in the function in a safe manner.</p>	
5	Hospital Officer	<p>At this level, staff would be required to be highly proficient, customer orientated and self directed in their work practice.</p> <p>They would be required to undertake staff training and supervision, and would be accountable for implementing hospital policy and protocol.</p> <p>Areas of work which may be included:-</p> <ul style="list-style-type: none"> * Senior Catering Officer positions involved in the overall direction of food production operations, * Complex clerical functions throughout the hospital in either a supervisory capacity or specialised clerical area which works both autonomously and with a high degree of accuracy and importance. 	<ul style="list-style-type: none"> * Highly organised. * Ability to provide solid staff direction. * Understanding of complex provisions of Acts and Legislative compliance. * Customer focused. * Commitment to quality outcome and improvements. * Technical professional skill. * Highly developed written and oral skills. * Negotiation skills. * Good numeracy skills.



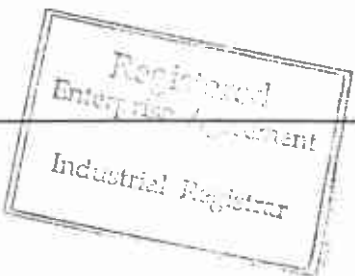
WORK LEVEL STATEMENT

LEVEL	TITLE	WORK DESCRIPTION	SKILLS & ATTRIBUTES
6	Hospital Officer	<p>At this level, staff would be required to demonstrate either first line management skills or technical trade competence.</p> <p>Work would be self directed, and these individuals would be required to monitor their own quality of work within agreed standards.</p> <p>Areas which may be included would be:-</p> <ul style="list-style-type: none"> * Supervision of a large clerical group or technical administration function, including advance accounts and bookkeeping procedures, negotiation with health funds or doctors. <p>As a high level within the agreement, staff at this level would be able to implement and monitor safety activities and ensure the efficient operation of their particular service.</p> <p>Staff will generally be expected to comply with all requests which</p>	<ul style="list-style-type: none"> * Highly organised. * Ability to provide solid staff direction. * Understanding of complex provisions of Acts and Legislative compliance. * Customer focused. * Commitment to quality outcome and improvements. * Technical professional skill. * Highly developed written and oral skills. * Negotiation skills. * Good numeracy skills.



WORK LEVEL STATEMENT

LEVEL	TITLE	WORK DESCRIPTION	SKILLS & ATTRIBUTES
		<p>are reasonably described within this grading, providing they are appropriately trained in the function in a safe manner.</p> <p>Staff will be expected to act in accordance to their relevant job descriptions.</p>	<ul style="list-style-type: none"> * Specialized knowledge of functional area.
7	Hospital Officer	<p>This is a specialized level specific to the Mater Hospital which is utilized in work areas where the work is deemed unique by the organisation or sufficiently demanding to extend individuals.</p> <p>Work may be in the format of high speciality or supervisory.</p> <p>Work carried out would be similar to that described in Level 6, but may be subject to market pressures.</p>	<ul style="list-style-type: none"> * Highly organised. * Ability to provide solid staff direction. * Understanding of complex provisions of Acts and Legislative compliance. * Customer focused. * Commitment to quality outcome and improvements. * Technical professional skill. * Highly developed written and oral skills. * Negotiation skills.



WORK LEVEL STATEMENT

LEVEL	TITLE	WORK DESCRIPTION	SKILLS & ATTRIBUTES
			<ul style="list-style-type: none"> * Good numeracy skills. * Specialized knowledge of functional area.

Note: This level will only be granted to specific staff categories – as nominated by the Mater Misericordiae Hospital, and does not correspond to any gradings within the Private Hospital Employees’ (State) Award.

Overall Qualifying Statements

- * Staff at any level may be required to undertake roles within the content of their position, or any aspects of the lower levels mentioned herein e.g. a Catering Supervisor at a function may be paid at Level 3, for supervising Level 1 staff, but still may need to undertake the work of a Level 1 employee alongside those employees.
- * Staff would generally be expected to undertake to work within the guidelines of key accountabilities as determined in their job descriptions.
- * This agreement requires staff to perform at all levels within a multi-disciplinary team environment, striving for best practice in patient care and outcomes. As such, staff would be required to undertake all duties consistent within their area of responsibility provided adequate training and safe practice measures have been addressed.
- * Staff will not be required to meet all conditions of the work level statements but will generally be expected to be carrying out the responsibilities contained within the descriptions.



- * Staff may be required to assist nursing in making beds.
- * Leading Hand Allowance will no longer exist - however, such supervisory positions will be graded appropriately within work level statements.



Appendix "B"

WORK LEVEL CONVERSION TABLE

Award Job Classification	Previous rate at 1/7/99 \$	EBA Level	Previous rate at 1/7/00 \$	Previous rate at 1/7/01 \$	Agreement Rate at 1/01/02 \$
Catering Officer 1	597.52	5	616.00	625.00	634.22
Catering Officer 2	597.52	5	616.00	625.00	634.22
Chef 1	536.21	4	553.00	562.00	581.78
Chef 2	536.21	4	553.00	562.00	581.78
Clerk 1 t/a	512.51	3	528.00	536.00	551.76
Clerk 2	536.21	4	553.00	562.00	581.78
Clerk 3	597.52	5	616.00	625.00	634.22
Clerk 4	597.52	5	616.00	625.00	634.22
Clerk 5	628.99	6	648.00	658.00	667.28
Cook A	512.51	3	528.00	536.00	551.76
Cook B	512.52	3	528.00	536.00	551.76
CSSD 1	512.51	3	528.00	536.00	551.76
CSSD 2	512.51	3	528.00	536.00	551.76
CSSD – Asst.Sup	597.52	5	616.00	625.00	634.22
CSSD 3	536.21	4	553.00	562.00	581.78
Gardener	512.51	3	528.00	536.00	551.76
GSO 1	470.51	1	485.00	493.00	499.32
GSO 2	470.51	1	485.00	493.00	499.32
GSO 3	492.90	2	508.00	516.00	522.88
GSO 4-1	492.90	2	508.00	516.00	522.88
GSO 4-2	512.51	3	528.00	536.00	551.76
GSO 4 - t/a	512.51	3	528.00	536.00	551.76
Maint.Sup.- Other	628.99	6	648.00	658.00	667.28
Wardsman 1	512.51	3	528.00	536.00	551.76
Wardsman 2	512.51	3	528.00	536.00	551.76
Speciality/Sup	680.30	7	700.00	712.00	720.48

Wage rates shown in the above table are weekly gross earnings for an employee on Pay Point 2 of the Agreement.



Our Vision

We aspire to be leaders in the Australian and Asian region in:

- Cancer Care
- Joint Replacement, Bone and Sports Injuries
- Maternity and Women's Health Services
- Heart, Lung and Vascular Services.

We will fulfil identified community needs through effective alliances with patients and our partners to create and deliver excellent health related services with an extra dimension of caring.

We will achieve this by:

- Creating innovative health care delivery models that empower our patients through information and choices.
- Extending the cycle of care including wellness, diagnosis, treatment and healing.
- Building on the distinctive Mater identity of care and compassion, and combining the human and spiritual dimension of health care with technology and expertise.
- Promoting a culture that is service oriented, forward focussed and relevant.
- Providing a supportive, rewarding and creative work environment, which encourages self reliance, accountability and team spirit.
- Improving services, diversifying revenue and minimising costs through alliances, mergers, partnerships, best practice and effective use of technology.
- Promoting strong professional relationships based on mutual respect and understanding.
- Creating specialised centres in North Sydney and in other satellite locations.
- Actively building and participating in communities to promote wellness and care.

As a result we will:

- Provide patients and clients with innovative and responsive care that exceeds their expectations and is holistic, friendly, and safe.
- Ensure staff have motivating and personally rewarding conditions that allow them to grow and excel.
- Provide doctors with an efficient, collegial environment with high quality care, convenience and the opportunity to develop their practices.
- Ensure doctors' secretaries and staff are valued and have access to user-friendly systems with the Mater.
- Provide health funds and our partners with expanded and profitable business opportunities that are mutually beneficial and achieve best practice through trusting, professional relationships.
- Sustain and develop the Sisters of Mercy mission to the sick, poor and disadvantaged.
- Supply the community with services which fulfil expectations and needs.

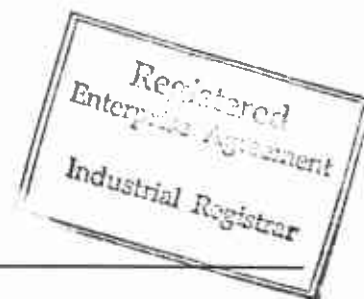
As Approved by the Board, May 2000

Appendix 'D'

WAGE TABLE

Rates effective from first pay period on or from 1 January 2002

Level	Probation		Post Probation	
	2002 rates		2002 rates	
	\$		\$	
	Hourly	Weekly	Hourly	Weekly
1	12.48	474.24	13.14	499.32
2	13.08	497.04	13.76	522.88
3	13.80	524.40	14.52	551.76
4	14.55	552.90	15.31	581.78
5	15.85	602.30	16.69	634.22
6	16.68	633.84	17.56	667.28
7	18.01	684.38	18.96	720.48
	19.00	722.00	20.00	760.00



CODE OF CONDUCT

Introduction

The Mater bases its standards on the Hospital's Vision and Mission Statements and the values and traditions of the Sisters of Mercy. Accordingly, the Mater seeks to create and maintain a climate within which every employee may derive personal satisfaction from his or her individual contribution. The Mater recognises that employees are representatives of the Hospital and that they should act to protect and enhance the image and reputation of the Hospital. The Code of Conduct encourages employees to be team members working an environment of respect, compassion, trust and co-operation.

This Code is distributed to staff for their familiarisation and observance. Behaviour which breaches the spirit or stated requirements of this Code may result in action being taken under the Mater's Disciplinary Policy and Procedure.

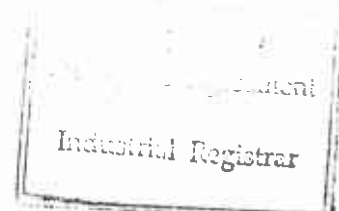
1. - Confidentiality

Confidential information is any information which relates to patient health and includes patient records and files.

You may not, except as authorised or required by your duties as an employee, reveal any confidential information.

Accordingly, you must:

- (i) Take all necessary steps to maintain any confidential information in strictest confidence.
- (ii) Ensure the proper and secure storage of confidential information.
- (iii) Take all necessary precautions to avoid accidental disclosure of confidential information.
- (iv) Not expressly or impliedly disclose any confidential information.
- (v) If confidential information is to be destroyed, then it shall be disposed of in a manner which shall preserve the confidentiality of any information it may contain.



The above steps must be followed to protect the disclosure of confidential patient information unless one of the following apply:

- (i) Consent of the patient.
- (ii) Consent of the person from whom the information was obtained.
- (iii) Information is required for the purposes of legal proceedings.
- (iv) Any other lawful excuse.

See also the Mater's policies on Confidentiality of Medical Records and Patient Information and Privacy of Information.

2. Performance of Duties

As a Mater employee you are to perform any duties associated with your position diligently, impartially, and to the best of your ability.

In the performance of your duties, you will:

- 2.1 Adhere to the highest standards of professional competence, integrity and honesty.
- 2.2 Treat your manager, fellow employees, patients and members of the public and other Hospital members with respect, courtesy and sensitivity.
- 2.3 Comply with any reasonable and lawful direction from your manager within the scope of your role, training and skills.
- 2.4 Provide all necessary and appropriate assistance to patients, members of the public and other Hospital members.
- 2.5 Familiarise yourself with the Mater's policies on Harassment, Discrimination and Equity, and to comply with these policies.
- 2.6 Incur expenditure only within your approved financial delegation and to maintain adequate documentation to support any decisions made.
- 2.7 Strive to obtain value from and avoid waste in the use of resources.
- 2.8 Use your skills, time and attention to the maximum of your ability.
- 2.9 Maintain high standards of personal presentation.
- 2.10 Report unsafe work practices, hazards and work related injuries to your manager.
- 2.11 Be free from the influence of alcohol or other drugs when reporting for work and while at work.



- 2.12 Not take improper or unethical financial or personal advantage of your position.
- 2.13 Report to the Director, Human Resources any criminal conviction that may be relevant to the performance of your duties.
- 2.14 Attend work when required and obtain approval for all absences in accordance with the Mater's Leave policies.

If faced with having to implement a policy or take action that is at variance with your own view, you need to discuss the matter with an appropriate Hospital manager to resolve the issue.

You are to report to a senior manager any unethical behaviour or wrongdoing by any other Hospital employee.

See also the Mater's policies on Unsatisfactory Performance and Serious Misconduct.

3. Fairness and Equity

Concerns of equity and fairness are to be considered by Mater employees with consistency, promptness and sensitivity. This involves dealing with matters in accordance with approved procedures, quickly and without discrimination on any grounds. There is an obligation to treat each issue reasonably and with a view to meeting the principles of natural justice.

When using any discretionary power Mater employees need to ensure that they take all relevant facts into consideration and have regard to the particular merits of each case.

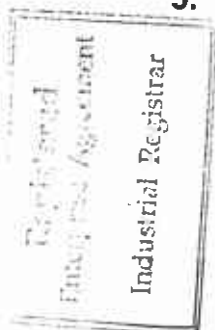
4. Use of Official Facilities and Equipment

As a Mater employee it is expected that you will:

- 4.1 Be efficient and economical in the use and management of Hospital resources.
- 4.2 Not permit Hospital resources to be damaged by others.
- 4.3 Use official facilities and equipment only for private purposes when authorised by the relevant Mater manager.

5. Conflict of Interest

Mater employees are to avoid any financial or other interest or undertaking that could directly or indirectly compromise the performance of their duties. Conflicts of interest need to be assessed in terms of the likelihood that employees possessing a particular interest could be influenced, or might appear to be influenced, in the performance of their duties on a particular matter.



In many cases only the individual employee will be aware of the potential for conflict. Therefore, the onus is on the employee to notify his or her manager if a potential or actual conflict of interest arises.

6. Acceptance of Gifts and Benefits

Mater employees are not to accept a gift or benefit.

Token gifts from patients, such as a box of chocolates, flowers or a single bottle of wine/champagne, may be accepted provided that there is no possibility that the recipient might be, or might appear to be, compromised in the process.

7. Public Comment and Use of Official Information

As an employee of the Mater Hospital, you must not make any public statement concerning the Hospital without the approval of the Marketing Manager or your Department Head. Making a public statement that is likely to injure the Mater's reputation or its standing in the community, or cause persons to avoid or ridicule the Hospital, or otherwise bring the Mater into disrepute, may result in disciplinary action.

See also the Mater's policies on Confidentiality of Medical Records and Patient Information and Privacy of Information.

Please detach and refer to the Human Resources Department for placement on the employee's personal file.

I acknowledge that I have received a copy of the Code of Conduct. I agree to exhibit at all times behaviour that is consistent with the Code. I am aware that behaviour that breaches the Code may result in disciplinary action.

Signature

Date

(Name in Block Letters)

