

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/339

**TITLE:** Private Award Non-Nursing Staff Enterprise Agreement, HDHS & SVPH, 2002

**I.R.C. NO:** IRC02/5808

**DATE APPROVED/COMMENCEMENT:** 8 November 2002 / 3 October 2002

**TERM:** 31 August 2004

**NEW AGREEMENT OR  
VARIATION:** Replaces EA99/198

**GAZETTAL REFERENCE:** 6 December 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 19

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees of Catholic Health Care Limited, employed at Hawkesbury District Health Services and St. Vincent's Private Hospital, Bathurst, who fall within the coverage of the Private Hospital Employees (State) Award

**PARTIES:** Catholic Health Care Limited -&- The Health and Research Employees' Association of New South Wales



PRIVATE AWARD NON-NURSING STAFF ENTERPRISE  
AGREEMENT, HDHS & SVPH, 2002

OCTOBER, 2002



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## 1. TITLE

This Agreement will be known as the "Private Award Non-Nursing Staff Enterprise Agreement, HDHS & SVPH, 2002"

## 2. AREA, INCIDENCE AND PARTIES BOUND

This agreement will be binding on Catholic Health Care Services Ltd., Hawkesbury District Health Service Ltd. and the Health and Research Employees' Association of New South Wales.

This agreement will cover staff currently employed at Hawkesbury District Health Services and St Vincent's Private Hospital, Bathurst who are presently employed under the terms of the Private Hospital Employees (State) Award.

The Agreement will also apply to relevant staff who commence during the term of the Agreement.

## 3. DATE AND PERIOD OF OPERATION

By administrative action, this agreement shall take effect from the first full pay after signing by the parties and will remain in force until 31 August, 2004.

## 4. RELATIONSHIP TO PARENT AWARD

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

## 5. DEFINITIONS

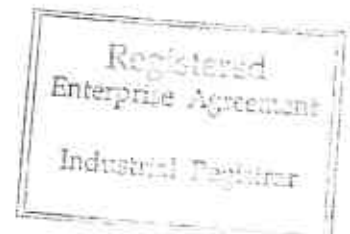
**Association** – means The Health and Research Employees Association of New South Wales.

**ATO** - Australian Taxation Office.

**ATO Guidelines** - refer to documents published by the ATO dealing with interpretation and operation of taxation legislation.

**Award** - refers to the Private Hospital Employees (State) Award, which governs the minimum employment entitlements of the Employee to the extent that they are not modified or altered by this agreement.

**Employer** – means Catholic Health Care Services Ltd and Hawkesbury District Health Service Limited.



**Ordinary time earnings** – means remuneration for an employee’s weekly number of hours worked, excluding overtime hours, calculated at the ordinary-time rate of pay including the following:

1. Payment of ordinary hours of work.
2. Shift premiums for ordinary hours worked.
3. Ordinary time award allowances, not including expense related allowances.
4. Over-award payments for ordinary hours worked.

**Salary** – refers to the actual cash salary, which is subject to PAYE taxation.

## **6. AWARD CLAUSES TO BE OVERRIDDEN BY THIS AGREEMENT**

All clauses of the Award will continue to apply, except for the following.

Part B: Table 1 Monetary Rates

## **7. AIM OF THE AGREEMENT**

The aim of this agreement is to build a culture of partnership between the Employer and its staff, as well as maintain and enhance the health services provided by the Employer. The benefits contained within this agreement are designed to

- recognise the contribution and value of staff on an equitable and collaborative basis;
- focus the work of staff towards the employer’s mission, corporate objectives and strategic plan;
- attract, retain and motivate staff, and;
- provide the benefits and obligations suited to staff.

## **8. SALARY SACRIFICE TO SUPERANNUATION**

8.1 Salary Sacrifice to Superannuation means the option of making additional superannuation contributions by electing to sacrifice a portion of the gross earnings (pre tax dollars). This will give the effect of reducing the taxable income by the amount for salary sacrifice.

8.2 Salary sacrifice to superannuation shall be offered to the employee by mutual agreement between the employee and employer.

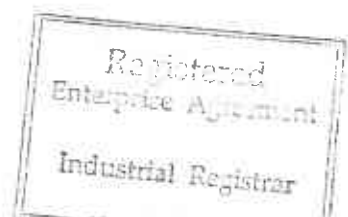
8.3 Such election must be made prior to the commencement of the period of service to which the earnings relate.

- 8.4 One change of a sacrificed amount will be permitted in an employee's anniversary year, which is 12 months from the date of commencement of employment, without incurring an administration charge (\$50). Changing from full-time to part-time or part-time to full-time employment will not be classified as a change for administration charge purposes.
- 8.5 The amount sacrificed must not exceed any relevant superannuation guarantee contribution limit.
- 8.6 The sacrificed portion of salary reduces the salary subject to PAYG taxation deductions.
- 8.7 Any allowance, penalty rate, overtime, payment for unused leave entitlements, other than any payments for leave taken whilst employed, shall be calculated by reference to the salary which would have applied to the employee in the absence of any salary sacrifice to superannuation. Payment for leave taken whilst employed will be at the post salary sacrificed amount.
- 8.8 Salary sacrifice arrangements can be cancelled by either the employer or employee at any time provided either party gives one (1) month's notice. The employer has the right to withdraw from offering salary sacrifice to employees without notice if there is any alteration to relevant Australian Taxation legislation.
- 8.9 Contributions payable by the employer in relation to the Superannuation Guarantee Legislation shall be calculated by reference to the salary which would have applied to the employee in the absence of any salary sacrifice.
- 8.10 The employer will not use any amount that is salary sacrificed by an employee to negate contributions payable under the Superannuation Guarantee Legislation.
- 8.11 The employee shall have the portion of payable salary that is sacrificed paid as additional employer superannuation contributions into the same superannuation fund that receives the employer's SGC contributions.
- 8.12 Nothing in this clause shall affect the right of an employer to maintain alternate arrangements with respect to salary sacrifice for employees.
- 8.13 This clause does not apply to casual staff.

## 9. PARENTAL LEAVE

### 9.1 Parental Leave

This clause does not apply to casual staff except those ~~casual staff who have worked~~ on an unbroken, regular and systematic basis and have at least 24 months consecutive service with the employer. Casual staff who meet this criteria shall be entitled to unpaid parental leave in accordance with the Industrial Relations Act, 1996



Parental leave consists of Maternity Leave, Paternity Leave, and Adoption Leave.

Entitlement For Parental Leave –

- 9.1.1 Employees are entitled to Parental Leave if they have completed at least 12 months continuous service with the employer.
- 9.1.2 The Parental Leave provisions in this Agreement must be read with the Parental Leave provisions in the *Industrial Relations Act 1996 (NSW)* and will not affect any Parental Leave entitlement which an employee may have under that Act.

## 9.2 Maternity Leave

For an employee taking Maternity Leave, the employer will -

- 9.2.1 provide up to 52 weeks Maternity Leave including 9 weeks paid at the employee's ordinary rate of pay.
- 9.2.2 provide the employee with the same position which that employee held prior to taking leave or, if the same position no longer exists, a job of similar status and pay to that previous position when the employee returns from leave.
- 9.2.3 An employee who has once met the conditions for paid maternity leave will not be required to work again the 12 months continuous service in order to qualify for a further period of paid 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 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, 1987* or the *Workplace Injury Management and Workers' Compensation Act, 1998*.

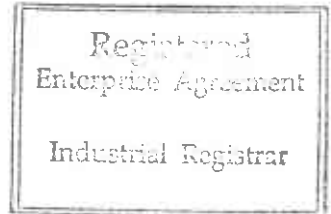
Employees wishing to take Maternity Leave must -

- 9.2.4 provide their manager with a letter at least ten weeks before the date of confinement, confirming the expected date of confinement; an appropriate doctor's certificate is to be included;
- 9.2.5 provide their manager with a letter at least four weeks before taking leave confirming the expected date commencing Maternity Leave;
- 9.2.6 After commencing maternity leave, an employee may vary the period of her maternity leave, once without the consent of her employer and otherwise with the consent of her employer.

9.2.7 provide their manager with a letter advising of their intention to return to work at least four weeks before the end of their Maternity Leave.

9.2.8 ***Paid maternity leave may be paid:***

- (a) on a normal fortnightly basis
- (b) in advance in a lump sum
- (c) at a rate of half pay over a period of eighteen weeks on a regular fortnightly basis.



9.2.9 For the purpose of calculating paid maternity leave for permanent part time employees, the employer shall pay the paid maternity leave on the basis of the average hours worked in the previous 12 months.

9.2.10 Annual leave and/or long service leave credits can be combined with periods of maternity leave on half pay to enable an employee to remain on full pay for that period.

9.2.11 Maternity leave without pay does not count as service for incremental purposes. Periods of maternity leave at full pay or half pay are to be regarded as service for incremental progression on a pro-rata basis.

9.2.12 ***Illness Associated with Pregnancy***

If, because of illness associated with her pregnancy is unable to continue to work then she can elect to use any available paid leave or to take sick leave without pay.

9.2.13 ***Transfer to more suitable position***

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

9.2.14 ***Return for Less than Full Time Hours-***

- (a) Employees may make application to their employer to return to duty for less than the full time hours they previously worked by taking weekly leave without pay.
- (b) Salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full time hours of work; ie. 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. Therefore the payment of any part-time allowance to such employees does not arise.

9.2.15 ***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.

9.2.16 ***Liability for Superannuation Contributions-***

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

9.2.17 ***Lactation Provisions –***

Employees who are lactating shall be entitled to one paid break of 30 minutes per shift for the purpose of expressing their milk or breast feeding their child, and the employer shall provide access to suitable facilities for such purpose.

**9.3 Paternity Leave**

For employees taking Paternity Leave, the employer shall allow up to 52 weeks unpaid Paternity Leave, subject to the approval of the employee's manager provided that such approval will not be unreasonably withheld.

**9.4 Adoption Leave**

9.4.1 Adoption Leave is applicable to adopted children less than five years of age.

For an employee taking Adoption Leave, the employer will -

9.4.2 provide up to 52 weeks Adoption leave including nine weeks' paid Adoption Leave for female employees at the employee's ordinary rate of pay .

9.4.3 provide up to 52 weeks unpaid Adoption leave for male employees.

9.4.4 provide the employee with the same position which that employee held prior to taking leave or, if the same position no longer exists, a job of similar status and pay to that previous position when the employee returns from leave.

9.4.5 employees wishing to take Adoption Leave must provide their manager with a letter from an adoption agency or other appropriate authority advising of the expected date of placement of the child in their custody.



## **10. UNDERTAKING WITH RESPECT TO AWARD INCREASES**

- 10.1 The parties to this Agreement agree that all wage increases to the Private Hospital Employees (State) Award and/ or the proposed Catholic Private Hospitals (State) Award during the term of this Agreement will apply to the extent that they provide for rates in excess of this Agreement, with the exception that award increases arising through general State Wage Case decisions will be granted in full where they occur within the term of this agreement.
- 10.2 This clause shall apply to all employees regardless of whether or not they are members of the Health and Research Employees' Association.

## **11. REMUNERATION**

The employee shall be paid not less than the appropriate wage set out in Schedule A, Table 1, Monetary Rates, attached and part of this Agreement. Shift and/or penalty allowances will be payable as per the Private Hospital Employees (State) Award.

Increases to the rates of pay will be provided as per Clause 10 of this Agreement.

## **12. EMPLOYEES IN SCHEDULE B**

In recognition of their previous status within St Vincent's Private Hospital, the employees listed in Schedule B shall, on commencement of this agreement, receive a two (2) per cent increase on total remuneration existing immediately prior to commencement of the agreement.

Employees listed in Schedule B shall receive further remuneration increases in line with Clause 10.

## **13. ANTI DISCRIMINATION PROVISION**

The parties to this agreement agree that:

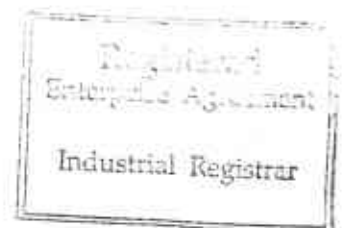
- (a) it is their intention to achieve the principle objects of the relevant legislation to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination in the workplace on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and
- (b) any dispute concerning these provisions and their operation will be progressed initially under the Dispute Resolution procedure in this agreement; and
- (c) nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions applicable in Commonwealth, State or Territory legislation; and

- (d) nothing in these provisions prohibits:
  - (i) where the agreement is approved before 23 June 2000, the payment of junior rates of pay; or
  - (ii) any discriminatory conduct (or conduct having discriminatory effect) if-
    - (A) the Employee is a member of staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed; and
    - (B) the conduct was in good faith to avoid injury to the religious susceptibilities of that religion or creed.

#### 14. DISPUTE RESOLUTION PROCEDURE

In relation to any matter that may be in dispute between the parties to this agreement ("the matter"), the parties:

- (a) will attempt to resolve the matter at the workplace level, and place emphasis on negotiating a settlement of any issue at the earliest possible stage in the process including, but not limited to:
  - (i) the Employee and his or her immediate Manager meeting and conferring on the matter; and
  - (ii) if the matter is not resolved at such a meeting, it will be referred to the Executive Director Human Resources , or his/her nominee, to arrange further discussions involving more senior levels of management (as appropriate); and
- (b) acknowledge the right of either party to appoint, in writing, another person to act on behalf of the party in relation to resolving the matter at the workplace level; and
- (c) agree to allow either party to refer the matter to mediation if the matter cannot be resolved at the workplace level; with the cost of the mediation to be borne by the employer, and
- (d) agree that if either party refers the matter to mediation, both parties will participate in the mediation process in good faith; and
- (e) acknowledge the right of either party to appoint in writing another person to act on behalf of the party in relation to the mediation and/or arbitration process; and



- (f) if seven days has expired from referral of the matter to mediation in accordance with subparagraph (c) of this clause, and one party is of the opinion that the matter cannot be resolved at mediation, then that party can refer the matter to the Industrial Commission, and
- (g) agree that during the time when the parties attempt to resolve the matter:
  - (i) the parties continue to work in accordance with their contract of employment and the agreement, unless the Employee has a reasonable concern about an imminent risk to his or her health or safety; and
  - (ii) subject to relevant provisions of any State or Territory occupational health and safety law, even if the Employee has a reasonable concern about an imminent risk to his or her health or safety, the Employee must not unreasonably fail to comply with a direction by his or her employer to perform other available work, whether at the same workplace or another workplace, that is safe and appropriate for the Employee to perform; and
  - (iii) the parties must cooperate to ensure that the Dispute Resolution procedures are carried out as quickly as is reasonably possible.

#### **15. AGREEMENT TO BE DISPLAYED**

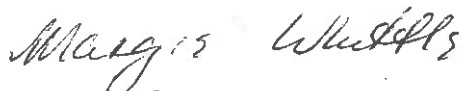
Copies of this agreement shall be displayed in places readily visible and accessible to all parties covered by this Agreement, in accordance with the Regulations of the Industrial Relations Act, 1996.

This agreement is made at Sydney on ...<sup>31<sup>st</sup></sup>... day of October, 2002.

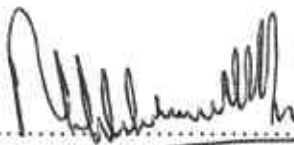
Signed for and on behalf of  
Catholic Health Care Services Ltd. and Hawkesbury District Health Services Ltd.  
By the Managing Director

)   
) .....  
C.J. RYAN

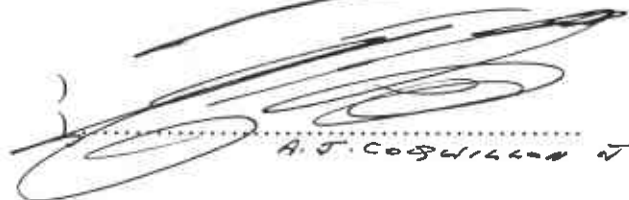
In the presence of

)   
) .....  
( MARGIE WHITTELL )

Signed for and on behalf of  
The Health and Research Employee's Association of New South Wales  
By the General Secretary

)   
) .....

In the presence of

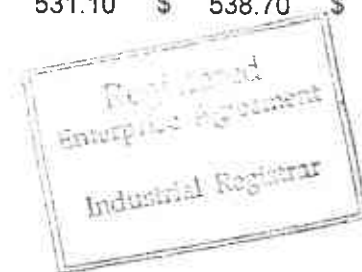
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A.J. COSULLIAN G.P.

**SCHEDULE A**

**Table 1 – Monetary Rates**

Classification	Current Award Rate \$/week	Current CHCS Rate \$/week	Award Rates from 13.9.2002 \$/week	New Enterprise Agreement Rate \$/week
<b>ADMINISTRATIVE STAFF</b>				
<b>Clerk – Age Scale:</b>				
Under 18 years of age	\$ 288.40	\$ 294.20	\$ 298.50	\$ 304.50
<b>Clerk – Grade I</b>				
First year of service	\$ 457.30	\$ 466.40	\$ 475.30	\$ 484.80
Second year of service	\$ 470.60	\$ 480.00	\$ 488.60	\$ 498.40
Third year of service	\$ 482.70	\$ 492.40	\$ 500.70	\$ 510.70
Fourth year of service	\$ 492.70	\$ 502.60	\$ 510.70	\$ 520.90
Fifth year of service and thereafter	\$ 502.70	\$ 512.80	\$ 520.70	\$ 531.10
<b>Clerk – Grade II</b>				
First year of service	\$ 519.30	\$ 529.70	\$ 537.30	\$ 548.00
Second year of service and thereafter	\$ 534.30	\$ 545.00	\$ 552.30	\$ 563.30
<b>Clerk – Grade III</b>				
First year of service	\$ 549.60	\$ 560.60	\$ 567.60	\$ 579.00
Second year of service and thereafter	\$ 562.90	\$ 574.20	\$ 580.90	\$ 592.50
<b>Clerk – Grade IV</b>				
First year of service	\$ 575.70	\$ 587.20	\$ 593.70	\$ 605.60
Second year of service and thereafter	\$ 587.50	\$ 599.30	\$ 605.50	\$ 617.60
<b>Clerk – Grade V</b>				
First year of service	\$ 603.10	\$ 615.20	\$ 621.10	\$ 633.50
Second year of service and thereafter	\$ 615.60	\$ 627.90	\$ 633.60	\$ 646.30
<b>CENTRAL STERILE SUPPLY DEPARTMENT</b>				
<b>Aides –</b>				
<b>Junior Scale –</b>				
Under 18 years of age	\$ 320.10	\$ 326.50	\$ 331.30	\$ 337.90
<b>Adult –</b>				
First year of service	\$ 486.10	\$ 495.80	\$ 504.10	\$ 514.20
Second year of service	\$ 493.90	\$ 503.80	\$ 511.90	\$ 522.10
Third year of service & thereafter	\$ 501.80	\$ 511.80	\$ 519.80	\$ 530.20
<b>Assistant Supervisor of C.S.S.D.</b>				
500 beds and over	\$ 590.90	\$ 602.70	\$ 608.90	\$ 621.10
200 but less than 500 beds	\$ 537.50	\$ 548.30	\$ 555.50	\$ 566.60
100 but less than 200 beds	\$ 520.10	\$ 530.50	\$ 538.10	\$ 548.90

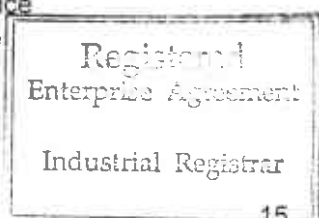
Classification	Current Award Rate	Current CHCS Rate	Award Rates from 13.9.2002	New Enterprise Agreement Rate
	\$/week	\$/week	\$/week	\$/week
<b>Supervisor of C.S.S.D.</b>				
500 beds and over	\$ 689.30	\$ 703.10	\$ 707.30	\$ 721.40
200 but less than 500 beds	\$ 638.30	\$ 651.10	\$ 656.30	\$ 669.40
100 but less than 200 beds	\$ 590.90	\$ 602.70	\$ 608.90	\$ 621.10
<b>MAINTENANCE STAFF</b>				
<b>Boiler Attendant –</b>				
Certificated	\$ 490.60	\$ 500.40	\$ 508.60	\$ 518.80
With Maintenance of Plant Duties	\$ 495.50	\$ 505.40	\$ 513.50	\$ 523.80
<b>Maintenance Supervisor (Non-Tradesman) –</b>				
In charge of staff	\$ 569.50	\$ 580.90	\$ 587.50	\$ 599.30
Otherwise	\$ 557.60	\$ 568.80	\$ 575.60	\$ 587.10
<b>Maintenance Supervisor (Tradesman) –</b>				
In charge of staff	\$ 646.00	\$ 658.90	\$ 664.00	\$ 677.30
Otherwise	\$ 604.00	\$ 616.10	\$ 622.00	\$ 634.40
<b>Engineer (Certificated) –</b>				
First year of service	\$ 666.30	\$ 679.60	\$ 684.30	\$ 698.00
Second year of service and thereafter	\$ 707.70	\$ 721.90	\$ 725.70	\$ 740.20
<b>NUCLEAR MEDICINE DEPARTMENT</b>				
<b>Nuclear Medicine Technologist –</b>				
First year of experience	\$ 558.30	\$ 569.50	\$ 576.30	\$ 587.80
Second year of experience	\$ 573.20	\$ 584.70	\$ 591.20	\$ 603.00
Third year of experience	\$ 600.30	\$ 612.30	\$ 618.30	\$ 630.70
Fourth year of experience	\$ 627.40	\$ 639.90	\$ 645.40	\$ 658.30
Fifth year of experience	\$ 655.70	\$ 668.80	\$ 673.70	\$ 687.20
Sixth year of experience	\$ 684.10	\$ 697.80	\$ 702.10	\$ 716.10
Seventh year of experience	\$ 713.50	\$ 727.80	\$ 731.50	\$ 746.10
Eighth year of experience and thereafter	\$ 746.90	\$ 761.80	\$ 764.90	\$ 780.20
<b>Senior Nuclear Medicine Technologist</b>	\$ 804.00	\$ 820.10	\$ 822.00	\$ 838.40
<b>Chief Nuclear Medicine Technologist –</b>				
Grade I	\$ 921.20	\$ 939.60	\$ 939.20	\$ 958.00
Grade II	\$ 977.60	\$ 997.20	\$ 995.60	\$ 1,015.50
<b>OTHER MEDICAL/TECHNICAL STAFF GROUP</b>				
<b>Anaesthetic and Operating Theatre Technician –</b>				
Without Diploma	\$ 520.70	\$ 531.10	\$ 538.70	\$ 549.50



<b>Classification</b>	<b>Current Award Rate</b>	<b>Current CHCS Rate</b>	<b>Award Rates from 13.9.2002</b>	<b>New Enterprise Agreement Rate</b>
	<b>\$/week</b>	<b>\$/week</b>	<b>\$/week</b>	<b>\$/week</b>
Provided that an Anaesthetic and Operating Theatre Technician who is the possessor of a Diploma issued by the Australian Society of Anaesthetic and Operating Theatre Technicians shall be paid	\$ 543.80	\$ 554.70	\$ 561.80	\$ 573.00
Senior Anaesthetic and Operating Theatre Technician	\$ 556.10	\$ 567.20	\$ 574.10	\$ 585.60
<b>Electro-Cardiograph Recorder/Technician –</b>				
First year of experience	\$ 520.70	\$ 531.10	\$ 538.70	\$ 549.50
Third year of experience and thereafter	\$ 529.10	\$ 539.70	\$ 547.10	\$ 558.00
<b>Senior Electro-Cardiograph Recorder/Technician</b>	\$ 541.30	\$ 552.10	\$ 559.30	\$ 570.50
<b>Heart/Lung Assistant</b>	\$ 528.90	\$ 539.50	\$ 546.90	\$ 557.80
<b>Heart/Lung Technician</b>	\$ 553.20	\$ 564.30	\$ 571.20	\$ 582.60
<b>Neurophysiological Technician –</b>				
First year of experience	\$ 543.80	\$ 554.70	\$ 561.80	\$ 573.00
Second year of experience & thereafter	\$ 556.10	\$ 567.20	\$ 574.10	\$ 585.60
<b>Senior Neurophysiological Technician –</b>				
Grade I	\$ 568.70	\$ 580.10	\$ 586.70	\$ 598.40
Grade II	\$ 607.70	\$ 619.90	\$ 625.70	\$ 638.20
Grade III	\$ 658.60	\$ 671.80	\$ 676.60	\$ 690.10
<b>Surgical Bootmaker –</b>				
First year of experience	\$ 548.20	\$ 559.20	\$ 566.20	\$ 577.50
Second year of experience & thereafter	\$ 555.70	\$ 566.80	\$ 573.70	\$ 585.20
<b>Orthotist –</b>				
First year of service	\$ 548.30	\$ 559.30	\$ 566.30	\$ 577.60
Second year of service	\$ 558.60	\$ 569.80	\$ 576.60	\$ 588.10
Third year of service	\$ 567.70	\$ 579.10	\$ 585.70	\$ 597.40
Fourth year of service and thereafter	\$ 575.90	\$ 587.40	\$ 593.90	\$ 605.80
<b>Chief Orthotist –</b>				
Sole, or in charge of one other	\$ 604.90	\$ 617.00	\$ 622.90	\$ 635.40
<b>Chief Orthotist –</b>				
In charge of two or more orthotists				
First year of service	\$ 604.90	\$ 617.00	\$ 622.90	\$ 635.40
Second year of service & thereafter	\$ 622.90	\$ 635.40	\$ 640.90	\$ 653.70
<b>Wardsperson –</b>				
First year of service	\$ 485.60	\$ 495.30	\$ 503.60	\$ 513.70
Second year of service and thereafter	\$ 488.70	\$ 498.50	\$ 506.70	\$ 516.80



<b>Classification</b>	<b>Current Award Rate</b>	<b>Current CHCS Rate</b>	<b>Award Rates from 13.9.2002</b>	<b>New Enterprise Agreement Rate</b>
	<b>\$/week</b>	<b>\$/week</b>	<b>\$/week</b>	<b>\$/week</b>
<b>Wards/Security Officer</b>	N/A	\$517.20	\$525.10	\$ 535.60
<b>Surgical Dresser –</b>				
First year of service	\$ 490.50	\$ 500.30	\$ 508.50	\$ 518.70
Second year of service	\$ 494.10	\$ 504.00	\$ 512.10	\$ 522.30
Third year of service and thereafter	\$ 499.10	\$ 509.10	\$ 517.10	\$ 527.40
<b>Recreation Activities Officer –</b>				
First year of experience	\$ 501.80	\$ 511.80	\$ 519.80	\$ 530.20
Second year of experience	\$ 513.30	\$ 523.60	\$ 531.30	\$ 541.90
Third year of experience & thereafter	\$ 521.00	\$ 531.40	\$ 539.00	\$ 549.80
<b>Diversional Therapist with Associate Diploma</b>				
First year of experience	\$ 497.00	\$ 506.90	\$ 515.00	\$ 525.30
Second year of experience	\$ 523.30	\$ 533.80	\$ 541.30	\$ 552.10
Third year of experience	\$ 547.20	\$ 558.10	\$ 565.20	\$ 576.50
Fourth year of experience	\$ 569.20	\$ 580.60	\$ 587.20	\$ 598.90
Fifth year of experience and thereafter	\$ 592.20	\$ 604.00	\$ 610.20	\$ 622.40
<b>Technical Assistant –</b>				
First year of service	\$ 501.80	\$ 511.80	\$ 519.80	\$ 530.20
Second year of service	\$ 513.30	\$ 523.60	\$ 531.30	\$ 541.90
Third year of service and thereafter	\$ 521.00	\$ 531.40	\$ 539.00	\$ 549.80
<b>PHARMACY DEPARTMENT</b>				
<b>Pharmacy Assistant (Graduate/Unregistered) –</b>	\$ 524.10	\$ 534.60	\$ 542.10	\$ 552.90
<b>Pharmacists (Registered) –</b>				
First year of experience	\$ 573.20	\$ 584.70	\$ 591.20	\$ 603.00
Second year of experience	\$ 591.40	\$ 603.20	\$ 609.40	\$ 621.60
Third year of experience	\$ 622.30	\$ 634.70	\$ 640.30	\$ 653.10
Fourth year of experience	\$ 659.00	\$ 672.20	\$ 677.00	\$ 690.50
Fifth year of experience	\$ 698.40	\$ 712.40	\$ 716.40	\$ 730.70
Sixth year of experience	\$ 737.30	\$ 752.00	\$ 755.30	\$ 770.40
Seventh year of experience	\$ 766.70	\$ 782.00	\$ 784.70	\$ 800.40
Eighth year of experience and thereafter	\$ 788.80	\$ 804.60	\$ 806.80	\$ 822.90
<b>Chief Pharmacist (Practising Pharmacist) – Sole pharmacist in charge or in charge of 3 or less registered or unregistered assistants</b>				
First year of service	\$ 841.90	\$ 858.70	\$ 859.90	\$ 877.10
Second year of service	\$ 867.30	\$ 884.60	\$ 885.30	\$ 903.00
Third year of service	\$ 889.10	\$ 906.90	\$ 907.10	\$ 925.20
<b>In charge of 4 or more registered or unregistered assistants</b>				
First year of service	\$ 911.00	\$ 929.20	\$ 929.00	\$ 947.60
Second year of service	\$ 933.70	\$ 952.40	\$ 951.70	\$ 970.70
Third year of service	\$ 962.40	\$ 981.60	\$ 980.40	\$ 1,000.00

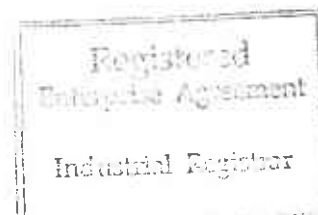


Classification	Current Award Rate	Current CHCS Rate	Award Rates from 13.9.2002	New Enterprise Agreement Rate
	\$/week	\$/week	\$/week	\$/week
<b>RADIOGRAPHIC STAFF</b>				
<b>Radiographer –</b>				
First year of experience	\$ 558.30	\$ 569.50	\$ 576.30	\$ 587.80
Second year of experience	\$ 573.20	\$ 584.70	\$ 591.20	\$ 603.00
Third year of experience	\$ 600.30	\$ 612.30	\$ 618.30	\$ 630.70
Fourth year of experience	\$ 627.40	\$ 639.90	\$ 645.40	\$ 658.30
Fifth year of experience	\$ 655.70	\$ 668.80	\$ 673.70	\$ 687.20
Sixth year of experience	\$ 684.10	\$ 697.80	\$ 702.10	\$ 716.10
Seventh year of experience	\$ 713.50	\$ 727.80	\$ 731.50	\$ 746.10
Eighth year of experience and thereafter	\$ 746.90	\$ 761.80	\$ 764.90	\$ 780.20
<b>Senior Radiographer in a Section</b>	\$ 804.00	\$ 820.10	\$ 822.00 \$ 18.00	\$ 838.40 \$ 18.40
<b>Assistant Chief Radiographer</b>	\$ 823.40	\$ 839.90	\$ 841.40	\$ 858.20
<b>with an Adjusted Daily Average of</b>				
Under 100 beds	\$ 823.40	\$ 839.90	\$ 841.40	\$ 858.20
100 beds but less than 200	\$ 870.10	\$ 887.50	\$ 888.10	\$ 905.90
200 beds but less than 300	\$ 921.20	\$ 939.60	\$ 939.20	\$ 958.00
300 beds but less than 500	\$ 977.60	\$ 997.20	\$ 995.60	\$ 1,015.50
500 beds but less than 750	\$ 1,031.30	\$ 1,051.90	\$ 1,049.30	\$ 1,070.30
<b>Chief Radiographer, Diagnostic Radiographer at a hospital having an adjusted daily average of occupied beds of 750 or more</b>	\$ 1,058.40	\$ 1,079.60	\$ 1,076.40	\$ 1,097.90
<b>SUPPORT SERVICES STAFF</b>				
<b>General Services Officer, Grade I –</b> (includes Maid, Laundry Hand, Seamstress)				
Junior (under 18 years of age)	\$ 386.60	\$ 394.30	\$ 400.10	\$ 408.10
Adult (18 years of age and over)	\$ 463.00	\$ 472.30	\$ 481.00	\$ 490.60
<b>General Services Officer, Grade II –</b> (includes Kitchenhand, Ward Assistant, Wash House Employee, Industrial Washing Machine Operator, Porter/cleaner, Cleaner, General Useful)				
	\$ 474.10	\$ 483.60	\$ 492.10	\$ 501.90
<b>General Services Officer, Grade III –</b> (includes Handyperson, Storeperson, Assistant Cook)				
	\$ 482.50	\$ 492.20	\$ 500.50	\$ 510.50
<b>General Services Officer, Grade IV –</b>				
First year of service	\$ 493.90	\$ 503.80	\$ 511.90	\$ 522.10
Second year of service	\$ 501.80	\$ 511.80	\$ 519.80	\$ 530.20
Third year of service and thereafter	\$ 513.30	\$ 523.60	\$ 531.30	\$ 541.90



<b>Classification</b>	<b>Current Award Rate</b>	<b>Current CHCS Rate</b>	<b>Award Rates from 13.9.2002</b>	<b>New Enterprise Agreement Rate</b>
	<b>\$/week</b>	<b>\$/week</b>	<b>\$/week</b>	<b>\$/week</b>
<b>Cook –</b>				
Grade A	\$ 507.20	\$ 517.30	\$ 525.20	\$ 535.70
Grade B	\$ 495.40	\$ 505.30	\$ 513.40	\$ 523.70
<b>Chef –</b>				
First year of service	\$ 525.10	\$ 535.60	\$ 543.10	\$ 554.00
Second year of service and thereafter	\$ 534.70	\$ 545.40	\$ 552.70	\$ 563.80
<b>Catering Officer –</b>				
First year of service	\$ 567.10	\$ 578.40	\$ 585.10	\$ 596.80
Second year of service and thereafter	\$ 575.30	\$ 586.80	\$ 593.30	\$ 605.20
<b>Housekeeper –</b>				
First year of service	\$ 493.10	\$ 503.00	\$ 511.10	\$ 521.30
Second year of service and thereafter	\$ 496.10	\$ 506.00	\$ 514.10	\$ 524.40
<b>Laundry Foreman and Forewoman</b>	\$ 502.70	\$ 512.80	\$ 520.70	\$ 531.10
If in possession of Laundry and Dry Cleaning Certificate	\$ 509.60	\$ 519.80	\$ 527.60	\$ 538.20
<b>Gardener (Otherwise)</b>	\$ 484.90	\$ 494.60	\$ 502.90	\$ 513.00
<b>Gardener (Qualified)</b>	\$ 496.60	\$ 506.50	\$ 514.60	\$ 524.90
<b>Head Gardener (Otherwise)</b>	\$ 510.70	\$ 520.90	\$ 528.70	\$ 539.30
<b>Head Gardener (Qualified)</b>	\$ 537.60	\$ 548.40	\$ 555.60	\$ 566.70
<b>Motor Vehicle Driver</b>	\$ 493.20	\$ 503.10	\$ 511.20	\$ 521.40
<b>Motor Vehicle Driver (Trucks and Ambulance)</b>	\$ 499.50	\$ 509.50	\$ 517.50	\$ 527.90
<b>Storekeeper</b>	\$ 519.80	\$ 530.20	\$ 537.80	\$ 548.60
<b>TECHNICAL STAFF</b>				
<b>Technical Officer –</b>				
<b>Grade I –</b>				
First year of experience	\$ 532.90	\$ 543.60	\$ 550.90	\$ 561.90
Second year of experience	\$ 543.70	\$ 554.60	\$ 561.70	\$ 572.90
Third year of experience	\$ 551.70	\$ 562.70	\$ 569.70	\$ 581.10
Fourth year of experience	\$ 562.80	\$ 574.10	\$ 580.80	\$ 592.40
Fifth year of experience	\$ 573.20	\$ 584.70	\$ 591.20	\$ 603.00
Sixth year of experience	\$ 591.40	\$ 603.20	\$ 609.40	\$ 621.60
Seventh year of experience	\$ 607.90	\$ 620.10	\$ 625.90	\$ 638.40
Eighth year of experience & thereafter	\$ 622.30	\$ 634.70	\$ 640.30	\$ 653.10

Classification	Current Award Rate	Current CHCS Rate	Award Rates from 13.9.2002	New Enterprise Agreement Rate	
	\$/week	\$/week	\$/week	\$/week	
<b>Grade II –</b>					
First year of service	\$ 659.10	\$ 672.30	\$ 677.10	\$ 690.60	
Second year of service	\$ 678.80	\$ 692.40	\$ 696.80	\$ 710.70	
Third year of service	\$ 698.40	\$ 712.40	\$ 716.40	\$ 730.70	
Fourth year of service	\$ 737.30	\$ 752.00	\$ 755.30	\$ 770.40	
<b>Senior Technical Officer –</b>					
First year of service	\$ 766.70	\$ 782.00	\$ 784.70	\$ 800.40	
Second year of service	\$ 777.70	\$ 793.30	\$ 795.70	\$ 811.60	
Third year of service and thereafter	\$ 788.80	\$ 804.60	\$ 806.80	\$ 822.90	
<b>Medical Technologist –</b>					
First year of experience	\$ 573.20	\$ 584.70	\$ 591.20	\$ 603.00	
Second year of experience	\$ 591.40	\$ 603.20	\$ 609.40	\$ 621.60	
Third year of experience	\$ 622.30	\$ 634.70	\$ 640.30	\$ 653.10	
Fourth year of experience	\$ 659.10	\$ 672.30	\$ 677.10	\$ 690.60	
Fifth year of experience	\$ 698.40	\$ 712.40	\$ 716.40	\$ 730.70	
Sixth year of experience	\$ 737.30	\$ 752.00	\$ 755.30	\$ 770.40	
Seventh year of experience	\$ 766.70	\$ 782.00	\$ 784.70	\$ 800.40	
Eighth year of experience & thereafter	\$ 788.80	\$ 804.60	\$ 806.80	\$ 822.90	
<b>Senior Medical Technologist in a Section -</b>					
First year of experience	\$ 841.90	\$ 858.70	\$ 859.90	\$ 877.10	
Second year of experience	\$ 867.30	\$ 884.60	\$ 885.30	\$ 903.00	
Third year of experience and thereafter	\$ 889.10	\$ 906.90	\$ 907.10	\$ 925.20	
<b>Chief Medical Technologist –</b>					
If sole technologist in a hospital or in charge of other technologists or trainees at hospitals having an adjusted daily average of occupied beds of less than 200					
First year of experience	\$ 911.00	\$ 929.20	\$ 929.00	\$ 947.60	
Second year of experience	\$ 933.70	\$ 952.40	\$ 951.70	\$ 970.70	
Third year of experience & thereafter	\$ 962.40	\$ 981.60	\$ 980.40	\$ 1,000.00	
<b>APPRENTICES</b>					
<b>Apprentice Cook –</b>					
First year	(60% of Cook B)	\$ 297.20	\$ 303.10	\$ 308.00	\$ 314.20
Second year	(82½% of Cook B)	\$ 408.70	\$ 416.90	\$ 423.60	\$ 432.10
Third year	(92½% of Cook B)	\$ 458.20	\$ 467.40	\$ 474.90	\$ 484.40
<b>Apprentice Gardener</b>					
First year	(50% of Gardener-Qualified)	\$ 248.30	\$ 253.30	\$ 257.30	\$ 262.40
Second year	(60% of Gardener-Qualified)	\$ 298.00	\$ 304.00	\$ 308.80	\$ 315.00
Third Year	(80% of Gardener-Qualified)	\$ 397.30	\$ 405.20	\$ 411.70	\$ 419.90
Fourth year	(90% of Gardener-Qualified)	\$ 447.00	\$ 455.90	\$ 463.10	\$ 472.40



## SCHEDULE B

Clause 12 of this agreement relates to those employees listed hereunder;

Janet Burke  
Tracie Harvey  
Genevieve Inatey  
Kerry Miller  
Corinne Turner  
Donna Flanagan  
Robyn King  
Helen McAulley  
William Potter  
Patricia Clayton  
Annette Kemm  
Elaine Oxley  
Justine Peters  
Susan Bennett  
Kayleen Evans  
Rebecca Sargeant  
Wayne Lewis  
Lorraine Hurst  
Tracy George  
Ann Bourke

# STATEMENT OF COMPARISON

This document provides a comparison between Private Award Non-Nursing Staff Enterprise Agreement, HDHS & SVPH, 2002 and the Private Hospital Employees' (State) Award.

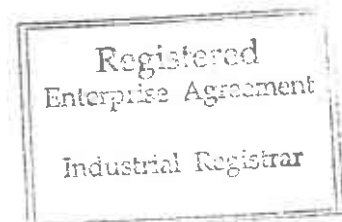
Agreement Clause No.	Comments
<b>Clauses 1 - 7</b>	Not covered by Parent Award
<b>8. Salary Sacrifice to Superannuation</b>	
-	The Agreement enables staff to salary sacrifice to superannuation. The parent award does not.
<b>9. Parental Leave</b>	
-	The Agreement provides for 9 weeks paid maternity leave. The parent award does not.
<b>10. Undertaking With Respect to Award Increases</b>	
-	This provision in the agreement provides recognition that all wage increases to the Private Hospital Employees (State) Award and/ or the proposed Catholic Private Hospitals (State) Award during the term of the Agreement will apply to the extent that they provide for rates in excess of the Agreement, with the exception that award increases arising through general State Wage Case decisions will be granted in full where they occur within the term of the agreement.
-	This clause applies to all employees regardless of whether or not they are members of the Health and Research Employees' Association.
-	The proposed Catholic Private Hospitals (State) Award seeks to restrict the award to members of the Health and Research Employees' Association.
<b>11. Remuneration</b>	
-	Rates of pay detailed in the Agreement provide for an initial increase of 2% above the rates in the parent award. Subsequent increases for the term of the Agreement are as per clause 10.
<b>12. Employees in Schedule B</b>	
-	Schedule B to the Agreement lists employees at St Vincent's Private Hospital who are presently receiving remuneration in excess of the Award. The intention of this clause is to ensure they receive the same benefits as other staff as a result of the Agreement.
<b>13. Anti Discrimination Provision</b>	
-	Standard.
<b>14. Dispute Resolution Procedure</b>	
-	Standard.
<b>15. Agreement to be Displayed</b>	

- Not covered by parent award.

**Schedules/Tables**

- Schedule A, Table 1 details the new rates of pay effective as a result of the Agreement.
- Schedule B lists the employees to who clause 12 of the Agreement applies.

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## UNION AGREEMENT

### NOTICE OF TERMINATION OF AN ENTERPRISE AGREEMENT BY APPROVAL OF THE PARTIES PURSUANT TO SECTION 44(2) OF THE INDUSTRIAL RELATIONS ACT 1996

Notice is hereby given by the parties of their approval for the termination of the **St. Vincents Private Hospital, Bathurst, Enterprise Agreement** approved on 22 July 1999.

This agreement has been succeeded by a new enterprise agreement which was approved by the Industrial Relations Commission of NSW (Commissioner McLeay) on 8 November 2002 in Matter No IRC 5808/02.

Signed by:

Michael Williamson, General Secretary, )  
Health and Research Employees )  
Association of New South Wales )

*Lee*



.....

LEANA STREET  
for and behalf of  
ST VINCENTS HOSPITAL BATHURST

*L Sheehan*

