

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA08/28

TITLE: Wesley Mission NSW Private Hospitals Enterprise Agreement 2008

I.R.C. NO: IRC8/1460

DATE APPROVED/COMMENCEMENT: 10 September 2008 / 10 September 2008

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**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE:

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all applies (excepting Nursing staff) employed by the Uniting Church in Australia Property Trust through Wesley Mission t/a Westley Private Hospital and Wandene Private Hospital, located at 222, Pitt Street, Sydney, who fall within the coverage of the Private Hospital (Named Respondents) (State) Award.

PARTIES: The Uniting Church in Australia (Property Trust) (NSW) t/as Uniting Church Engadine Long Day Care Centre -&- the Health Services Union

WESLEY MISSION NSW PRIVATE HOSPITALS ENTERPRISE AGREEMENT 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

1. Title

This Agreement will be known as the Wesley Mission NSW Private Hospitals Enterprise Agreement 2008.

2. Parties

This agreement will be binding upon *The Uniting Church in Australia Property Trust (NSW)* a statutory corporation having its registered office at 222 Pitt St Sydney in the State of NSW through Wesley Mission of 220 Pitt St Sydney NSW ABN 57 9969 64406 for Wesley Private & Wandene Private Hospitals, their employees and the Health Services Union (the union) and its officers and members engaged in the Classifications set out in Clause 4, Definitions. The agreement shall terminate on 30th September 2009.

3. Arrangement

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4. Definitions

“**Apprentice**” means an employee who is party to an apprenticeship contract, and includes a person who is employed as an apprentice and in respect of whom an apprenticeship contract is in force under the *Apprenticeship and Traineeship Act 2001*.

“**Boiler Attendant (with added maintenance duties)**” means a person who is the holder of a boiler certificate and whose ordinary duties include the maintenance of low-pressure steam plant and steam services.

“**Catering Officer**” means a person who is responsible to the Chief Executive Officer for the catering services of the place of employment.

“**Clerical & Administrative Employees**” - An employee shall be graded in the grade where the principal function of his/her employment, as determined by the employer, is of a clerical nature and as described in Part A, Clerical and Administrative Employees, of Clause 5, Grading Structures, of this award.

“**Chefs and Cooks**”-

- (i) “**Chef**” means a person whose duties may include the supervision of staff, the necessary instruction in all branches of cooking, and responsibility for requisitioning the items necessary for the preparation and serving of meals.
- (ii) “**Cook-Grade A**” means a person employed by a hospital having at the preceding 30 June an adjusted daily average of 50 or more occupied beds.
- (iii) “**Cook-Grade B**” means a person employed as a cook, other than a Chef or Cook Grade A.

“Day worker” means a person who works his/her ordinary hours from Monday to Friday, inclusive, and who commences work on such days at or after 5.30 a.m. and before 10:00 a.m., otherwise than as part of a shift system.

“Dietician” means an employee appointed as such and who has qualifications acceptable to the New South Wales Institute of Dieticians as an Associate, or who has the qualifications deemed by the employer to be the equivalent thereof.

“Diversional Therapist” – shall mean a person who provides, facilitates and coordinates group and individual leisure and recreational activities. This person must be a graduate from an approved university course which includes: the Associate Diploma and Diploma of Applied Science (Diversional Therapy) at the University of Sydney; Bachelor of Applied Sciences (Leisure and Health) at the University of Sydney; Bachelor of Applied Science (Diversional Therapy) at the University of Western Sydney, Macarthur; the Diploma or Bachelor of Health Sciences (Leisure and health) at Charles Sturt University; the Associate Diploma course in Diversional Therapy conducted by the Cumberland College of Health Sciences; or who has such other qualifications deemed to be equivalent.

“Gardeners”

- (i) **Gardener (Otherwise)** means a person who is engaged in horticulture, gardening, greenkeeping, floral decoration and all phases of allied works such as rockery building, paving, landscaping and the like, and shall include the driving and/or operation of motorised tractor hauled or mechanical equipment.
- (ii) **Gardener (Qualified)** means a gardener who holds a recognised certificate in gardening and horticulture and has four years of gardening experience.
- (iii) **Head Gardener (Otherwise)** means a person employed as such who is in charge of at least three other employees, one of whom is a gardener
- (iv) **Head Gardener (Qualified)** means a person who is employed as such and who is the holder of a certificate in gardening and horticulture with four years experience, who is in charge of at least three other employees, one of whom is a gardener.

“General Service Officers” -

- (i) **“Grade I (Junior)”** means a General Services Officer, Grade I under the age of eighteen years.
- (ii) **“Grade I”** means a person who performs any or all of the following duties: general cleaning duties; household chore type of duties; laundry duties using domestic machinery; and seamstress duties.
- (iii) **“Grade II”** means a person who, in addition to the duties contained within Grade I, can perform any or all of the following duties: all cleaning associated with pots, pans, stoves, refrigerators or any other kitchen machinery; general kitchen cleaning; high cleaning; inside cleaning; outside cleaning; stripping or sealing floors; portering patients and/or heavy equipment; operation of industrial washing machines; cleaning of tooth and vomit bowls; sanitising of bed pans and other equipment; the cooking and/or preparation of light refreshments (eg. eggs, toast, salads, etc.); the making of unoccupied beds; cleaning garbage bins; sweeping paths; keeping the outside of buildings clean and tidy; assisting the gardener in labouring duties under supervision; mowing lawns.
- (iv) **“Grade III”** means a person who in addition to the duties contained within General Services Officer, Grade II, performs the duties of the previous classifications of handyman and storeman, or the duties of an assistant cook (meaning a person who, under the direct supervision of a chef or cook, assists in the preparation and serving of meals. The number of assistant cooks employed by a facility shall not exceed the number of cooks and/or chefs employed at that facility).

(v) **“Grade IV”** means a person who, in addition to the duties contained within General Services Officer, Grade III, is wholly or substantially engaged in assisting a therapist, recreation activities officer or dietician with routine professional or recreational activity and personal care services.

“Handyperson” means a person who carries out repairs of a minor nature. Where tradesmen are not employed and the handyperson is required to perform the work of a tradesman, the employee shall be paid wages applicable to the trade for the time so spent.

“Housekeeper” means an employee who is responsible for the supervision of general domestic or service staff and who may also perform, when required, the duties undertaken by general domestic or service staff.

“Leading Hand” means a person appointed as such by the employer, who is placed in charge of not less than two other employees of a substantially similar classification, but does not include any employee whose classification denotes supervisory responsibility. (Refer to allowances as per Item 1 of Table 2 of Part B of this Award)

“Maintenance Supervisor” means a person who has overall responsibility for maintenance at the place of employment, who may be required to supervise other maintenance staff and who may hold trade qualifications.

“Medical Records Administrator / Clinical Coders” means a person employed in the industry of record librarianship or clinical coding in a hospital with qualifications acceptable to the New South Wales Association of Medical Record Librarians or such other qualifications deemed to be equivalent by the employer.

“Medical Records Officer” means a Medical Record Librarian employed by a hospital.

“Medical Officers” -

(i) **“Resident”** means a medical officer who has obtained full registration.

(ii) **“Registrar”** means a medical officer who:

- (a) has had at least three years experience in public hospital service as defined under this agreement or any lesser period acceptable to the hospital; and
 - (b) is appointed a registrar by the hospital; and
 - (c) is occupying a position of registrar in an established position.
- (iii) **“Senior Registrar”** means a registrar holding higher medical qualifications and occupying a position of senior registrar in an established position.
- (iv) **“Higher Medical Qualifications”** means such qualifications obtained by a medical practitioner subsequent to graduation and includes:
- (a) post-graduate university degrees and diplomas recognised by the Medical Board of New South Wales as qualifications; or
 - (b) membership or fellowship of the Royal College or Royal Australasian College of Physicians or fellowship of the Royal College of Obstetricians and Gynaecologists; or
 - (c) such other post-graduate qualifications obtained by examination and recognised by the Medical Board of New South Wales and acceptable to the employer.

“Motor Vehicle Driver” means a person who undertakes the collection or delivery of hospital goods or equipment or other tasks of a routine nature. This person is also responsible for maintaining the cleanliness of the vehicle, ensuring that appropriate vehicle servicing is undertaken, and other associated duties.

“Nurse Counsellor” means an employee appointed as such who possesses an appropriate degree of a recognised university or other qualifications deemed equivalent by the employer.

“Occupational Therapist” means an employee appointed as such who has qualifications acceptable to the New South Wales Association of Occupational Therapists.

“Patient Services Assistant” means a person who under limited supervision, provides assistance to patients in carrying out simple personal care tasks which shall include but

not be limited to supervision of daily hygiene eg: assisting with showers or baths, shaving, and assist in dressing; make beds and tidy rooms; store clothes and clean wardrobes; portering of patients; and assist with meals.

“Private Hospital” means an establishment defined as such under the provisions of the *Private Hospitals and Day Procedures Centres Act 1988*, or any legislation which may replace that Act.

“Physiotherapist” means an employee appointed as such who is registered or conditionally registered under the *Physiotherapists Act 2001*

“Psychologist” means a person appointed as such who possesses an appropriate degree of a recognised university or college of advanced education and who is registered with the Psychologists Board of New South Wales.

“Recreation Activities Officer” means a person other than a Diversional Therapist with Associate Diploma who is responsible for diversional activities of patients.

“Research or Project Officer” means a person employed as such who possesses an appropriate degree of a recognised university or college of advanced education.

“Security Officers” -

- (i) **“Security Officer-Grade 1”** means a person employed by a hospital in one or more of the following capacities:-
1. to watch, guard or protect persons and/or premises and/or property;
 2. to respond to basic fire/security alarms at their designated site/post;
 3. as an employee stationed at an entrance and/or exit whose principal duties shall include the control of movement of persons, vehicles goods and/or property coming out of or going into premises or property, including vehicles carrying goods of any description to ensure that the quantity and description of such goods is in accordance with the requirements of the relevant document and or gate pass.

- (ii) **“Security Officer-Grade 2”** means an employee appointed as such and who, in addition to the subclause (i) above, has supervisory responsibilities and performs the duties of securing, watching, guarding and/or protecting as directed, including responses to alarm signals.
- (iii) All Security Officers may also be required to monitor and act upon electronic intrusion detection or access control equipment terminating in a visual display unit or computerised print-out except for simple closed-circuit television systems.

“Service” for incremental purposes shall mean the completion of 1976 working hours per annum.

“Shift Worker” means a worker who is not a day worker as defined.

“Social Worker” means an employee appointed as such in a private hospital and who has qualifications acceptable to the Australian Association of Social Workers.

“ Speech Pathologist” means an employee appointed as such who has qualifications acceptable to the Australian Association of Speech and Hearing”

“Supervision” -

- (i) **“Direct Supervision”** shall mean that a person:
 - (a) receives detailed instructions on the work to be performed; and
 - (b) performs tasks which are part of an overall work routine; and
 - (c) is subject to regular personal progress checks on the work being performed.
- (ii) **“General Supervision”** shall mean that a person:
 - (a) receives instructions on what is required on unusual or difficult features of the work and on the method of approach when new procedures are involved; and
 - (b) is normally subject to progress checks which are usually confined to unusual or difficult aspects of the tasks; and

- (c) has the knowledge and experience required to perform the duties, usually without specific instructions, but has assignments reviewed on completion.
- (iii) **“Limited Supervision”** shall mean that a person:
 - (a) may be subject to progress checks which will be principally confined to establishing that satisfactory progress is being made; and
 - (b) may have assignments reviewed on completion.

“Union” means the Health Services Union.

“Wardsperson” means a person who is required to undertake limited duties associated with the care of patients such as shaves, routine enemata, bathing of patients, general assistance with patients, portering of patients, and cleaning duties including, but not limited to, the cleaning of unoccupied beds.

“Welfare Officer (Social)” means an employee appointed to a position as such and does not hold graduate qualifications in social work.

5. Grading Structures

1. Clerical & Administrative Employees

Note: In the translation for this new grading classification all Clerks as currently graded will continue to be graded at a similar grade under this classification. For example, a Clerk Grade 2 will be a Clerk Grade 2 in accordance with the following grading system.

An employee shall be graded in the grade where the principal function of his/her employment, as determined by the employer, is of a clerical nature and is described hereunder.

A. Grade 1

A Grade 1 position is described as follows:

- (i) The employee may work under direct supervision with regular checking of progress.
- (ii) An employee at this grade applies knowledge and skills to a limited range of tasks. The choice of actions required is clear.
- (iii) Usually work will be performed within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion.

Indicative tasks of a Grade 1 position are:

| UNIT | ELEMENT |
|----------------------|--|
| Information Handling | Receive and distribute incoming mail Receive and dispatch outgoing mail Collate and dispatch documents for bulk mailing File and retrieve documents |
| Communication | Receive and relay oral and written messages Complete simple forms |
| Enterprise | Identify key functions and personnel Apply office procedures |
| Technology | Operate office equipment appropriate to the tasks to be completed Open computer file, retrieve and copy data Close files |
| Organisational | Plan and organise a personal daily work routine |
| Team | Complete allocated tasks |
| Business Financial | Record petty cash transactions Prepare banking documents Prepare business source documents |

B. Grade 2

Grade 2 position is described as follows:

- (i) The employee may work under routine supervision with intermittent checking.

(ii) An employee at this grade applies knowledge and skills to a range of tasks. The choice of actions required is usually clear, with limited complexity in the choice.

(iii) Work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making.

Indicative tasks of a Grade 2 position are:

| UNIT | ELEMENT |
|----------------------|--|
| Information Handling | Update and modify existing organisational records Remove inactive files Copy data on to standard forms |
| Communication | Respond to incoming telephone calls Make telephone calls Draft simple correspondence |
| Enterprise | Provide information from own function area Re-direct inquiries and/or take appropriate follow-up action Greet visitors and attend to their needs |
| Technology | Operate equipment Identify and/or rectify minor faults in equipment Edit and save information Produce document from written text using standard format Shutdown equipment |

| | |
|--------------------|---|
| Organisational | Organise own work schedule Know roles and functions of other employees |
| Team | Participate in identifying tasks for team Complete own tasks Assist others to complete tasks |
| Business Financial | Reconcile invoices for payment to creditors Prepare statements for debtors Enter payment summaries into journals Post journals to ledger |

C. Grade 3

A Grade 3 position is described as follows:

- (i) The employee may work under limited supervision with checking related to overall progress.
- (ii) An employee at this grade may be responsible for the work of others and may be required to co-ordinate such work.
- (iii) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. Usually work will be performed within routines, methods and procedures where some discretion and judgement is required.

Indicative tasks of a Grade 3 position are:

| UNIT | ELEMENT |
|----------------------|---|
| Information Handling | Prepare new files Identify and process inactive files Record documentation movements |
| Communication | Respond to telephone, oral and written requests for information Draft routine correspondence. Handle sensitive inquiries with tact and discretion |

| | |
|--------------------|---|
| Enterprise | <p>Clarify specific needs of client/other employees</p> <p>Provide information and advice</p> <p>Follow-up on client/employee needs</p> <p>Clarify the nature of a verbal message</p> <p>Identify options for resolution and act accordingly</p> |
| Technology | <p>Maintain equipment</p> <p>Train others in the use of office equipment</p> <p>Select appropriate media</p> <p>Establish document structure</p> <p>Produce documents</p> |
| Organisational | <p>Co-ordinate own work routine with others</p> <p>Make and record appointments on behalf of others</p> <p>Make travel and accommodation bookings in line with given itinerary</p> |
| Team | <p>Clarify tasks to achieve group goals</p> <p>Negotiate allocation of tasks</p> <p>Monitor own completion of allocated tasks</p> |
| Business Financial | <p>Reconcile accounts to balance</p> <p>Prepare bank reconciliations</p> <p>Document and lodge takings at bank</p> <p>Receive and document payment/takings</p> <p>Dispatch statements to debtors</p> <p>Follow up and record outstanding accounts</p> <p>Dispatch payments to creditors</p> <p>Maintain stock control records</p> |

D. Grade 4

A Grade 4 position is described as follows:

- (i) The employee may be required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved.
- (ii) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, and the range and choice of actions required will usually be complex.
- (iii) An employee at this grade applies competencies usually applied within routines, methods and procedures where discretion and judgement is required, for both self and others.

Indicative tasks of a Grade 4 position are:

| UNIT | ELEMENT |
|----------------------|--|
| Information Handling | Categorise files Ensure efficient distribution of files and records Maintain security of filing system Train others in the operation of the filing system Compile report Identify information source(s) inside and outside the organisation |
| Communication | Receive and process a request for information Identify information source(s) Compose report/correspondence |
| Enterprise | Provide information on current service provision and resource allocation within area of responsibility Identify trends in client requirements |
| Technology | Maintain storage media Devise and maintain filing system Set printer for document requirements when various setups are available Design document format Assist and train network users Shutdown network equipment |

| | |
|--------------------|--|
| Organisational | Manage diary on behalf of others Assist with appointment preparation and follow up for others Organise business itinerary Make meeting arrangements Record minutes of meeting Identify credit facilities Prepare content of documentation for meetings |
| Team | Plan work for the team Allocate tasks to members of the team Provide training for team members |
| Business Financial | Prepare financial reports Draft financial forecasts/budgets Undertake and document costing procedures |

E. Grade 5

A Grade 5 position is described as follows:

- (i) The employee may be supervised by professional staff and may be responsible for the planning and management of the work of others.
- (ii) An employee at this grade applies knowledge with substantial depth in some areas, and a range of skills, which may be varied or highly specific. The employee may receive assistance with specific problems.
- (iii) An employee at this grade applies knowledge and skills independently and non-routinely. Judgement and initiative are required.

Indicative tasks of a Grade 5 position are:

| UNIT | ELEMENT |
|----------------------|--|
| Information Handling | Implement new/improved system Update incoming publications Circulate publications Identify information source(s) inside and outside the organisation |
| Communication | Obtain data from external sources Produce report Identify need for documents and/or research |
| Enterprise | Assist with the development of options for future strategies Assist with planning to match future requirements with resource allocation |
| Technology | Establish and maintain a small network Identify document requirements Determine presentation and format of document and produce it |
| Organisational | Organise meetings Plan and organise conference |
| Team | Draft job vacancy advertisement Assist in the selection of staff Plan and allocate work for the team Monitor team performance Organise training for team |
| Business Financial | Administer PAYE salary records Process payment of wages and salaries Prepare payroll data |

2. Psychologists: -

A. Provided that

(i) The commencing rate of salary for an officer who has obtained a degree of a recognised university requiring a minimum of three years' full-time study or other qualifications deemed by the employer to be equivalent thereof shall be the rate prescribed for the first year of service.

(ii) The commencing rate of salary for an officer who has also completed an additional course of study and qualified for a degree with honours or the Diploma of Education or other qualifications deemed by the employer to be the equivalent thereof shall be the rate prescribed for the second year of service.

(iii) The commencing rate of salary for an officer who has obtained a degree of a recognised university which requires a minimum of four years' full-time study and has, in addition, completed at least one year of training at an approved teachers' college or other qualifications deemed by the employer to be the equivalent thereof, shall be the rate prescribed for the third year of service.

3. Dietician

(i) For the purposes of payment of salary under Table 1 – Rates of Pay, of Part B, Monetary Rates, a dietician shall be graded in accordance with the following minimum levels based on his/her qualifications:

(a) Bachelor's Degree (3-year course) with post-graduate diploma and no experience – 1st year of scale.

(b) Bachelor's Degree with honours (4-year course) with post-graduate diploma and no experience - 2nd year of scale.

(c) Master's Degree in nutrition and dietetics and no experience - 3rd year of scale.

(d) Degree of Doctor of Philosophy with either post-graduate diploma or Master's Degree in nutrition and dietetics and no experience - 4th year of scale.

Provided that such higher qualification has been obtained in subjects relevant to nutrition and dietetics practice.

(ii) Once graded under paragraph (a) above, an employee shall proceed up the scale based upon the following:

(a) to the next year of the scale for each completed year of service under this agreement with any employer; and

(b) one further year of the scale for each completed year of service in nutrition/dietetics, otherwise than as above, subject to the approval of the Private Hospitals Association of New South Wales Inc.

(iii) A dietician can be promoted from the General Scale to Grade 1 based on the following:

(a) completion of 12 months' service on the maximum rate of the general scale; and

(b) agreement from the private hospital that the quality of the employee concerned and the skills and responsibilities exercised by the employee in the performance of his or her duties are such as to warrant promotion.

4. Social Worker

For the purpose of payment of salary under Table 1, Rates of Pay, of Part B, a social worker shall be graded at 2nd year of the scale where the employee has obtained any of the following

(i) a degree in social work from a recognised university requiring at least four years full-time study; or

(ii) a degree in social work and diploma from a recognised university requiring at least four years full-time study; or

(iii) qualifications deemed equivalent by the employer.

5. Therapist-in-Charge - An employee employed in a therapist classification as defined in clause 4, Definitions, and who is designated to be in charge of at least two or three other therapists of the same discipline, shall be paid an in-charge allowance as set out in Item 2 of Table 2, Other rates and Allowances.

6. Wages

Employees shall be paid not less than the rates for the appropriate classification set out in Table 1, Rates of Pay, of Part B, Monetary Rates.

Nothing in this agreement shall be deemed or construed to reduce the wages, conditions or allowances of any employee below the level of remuneration accorded her/him prior to the date of operation of this award.

7. Hours

A Full-time employees

(i) The ordinary hours of work of day workers, exclusive of meal times, shall be 152 hours per 28 calendar days to be worked Monday to Friday, inclusive, and to commence on such days at or after 6.00 am and before 10.00 am.

(ii) The ordinary hours of shift workers shall be 152 hours per 28 calendar days.

(iii) The hours of work prescribed in subclause (ii) above shall be worked in one of the following ways:

(a) 38 hours per week, to be arranged in order that an employee shall not be required to work his/her ordinary hours on more than five days in one week; or

(b) 76 hours per fortnight, to be arranged in order that an employee shall not be required to work his/her ordinary hours on more than ten days in the fortnight; or

(c) 152 hours per 28 calendar days, to be arranged in order that an employee shall not be required to work his/her ordinary hours on more than 19 days in the cycle.

(d) 190 hours per 35 calendar days, to be arranged in order that an employee shall not be required to work his/her ordinary hours on more than 19 days in the cycle.

(iv) Each shift shall not consist of more than 10 ordinary hours of work per day, provided that such shifts shall not be worked on more than 12 consecutive days.

(v) Except for one meal break each day, all time from the time of commencing until the time of finishing duty each day shall be computed as ordinary working time.

(vi) Two separate ten-minute intervals (in addition to meal breaks) shall be allowed each employee on duty during each ordinary shift. Subject to agreement between the employer and the employee, such intervals may alternatively be taken as one 20-minute interval or by one 10-minute interval with the employee allowed to proceed off duty 10 minutes before completion of the normal shift finishing time. Such interval(s) shall count as working time. Employees who are engaged for less than an eight-hour shift on any one day shall only be entitled to one tea break of 10 minutes, provided a minimum of four hours work is completed.

(vii) Each employee shall be entitled to not less than four full days in each fortnight free from duty or two full days in each week free from duty and such rostered days off shall, where practicable, be consecutive.

(viii) Full-time employees shall receive a minimum payment of four hours for each start in respect of ordinary hours of work. Permanent part-time employees and casual employees shall receive a minimum payment of two hours for each such start.

(ix) Employees working a broken shift shall be paid an additional amount as set out in Item 3 of Table 2, Other Rates and Allowances, of Part B for each broken shift and the period of time between the commencement and termination of such shift shall not exceed twelve (12) hours.

x) All full-time employees in receipt of an Allocated Days Off ('ADO') at the time of this agreement being certified shall continue to have their hours of work so arranged unless otherwise agreed between the employee and employer.

(xi) An employee who has their hours of work arranged in accordance with paragraph (c) or (d) of subclause (iv) or subclause (xi) of this clause shall access an ADO in the following manner:

(a) An employee shall be entitled to an allocated day off in each roster cycle of 28 calendar days or 35 calendar days, as the case may be. Such employees shall have the hours worked on each of those days arranged to include a proportion of one hour on the basis of 0.4 of one hour for each eight-hour shift worked and 0.5 of one hour for each ten-hour shift which shall accumulate towards the employee's allocated day off.

(b) The employee's allocated day off duty prescribed above shall be taken at an agreed time having regard to the needs of the place of employment. Such allocated day off duty shall, where possible, be consecutive with the rostered days off prescribed in subclause (viii) of this clause. Provided that the employer and the employee may agree to accumulate up to twelve allocated days off per year, to be taken in conjunction with the employee's annual leave or, by mutual agreement, taken at another time within 18 months of such accrual occurring.

(c) Allocated days off duty may not be rostered to occur on public holidays.

(d) No time towards allocated days off duty shall accrue during periods of workers' compensation, long service leave, parental leave or any period of unpaid leave, or the statutory four weeks annual leave. However, an employee returning to duty from the abovementioned leave shall be given the next allocated day off in sequence.

(e) Where an employee's allocated day off duty falls during a period of paid sick leave the employee's available sick leave shall not be debited for that day.

8. Roster of Hours

(i) The ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees. Where reasonably practicable, the roster shall be displayed at least two weeks in advance, but in any case at least one week prior to the commencing date of the first working period in the roster.

(ii) Provided that this provision shall not make it obligatory for the employer to display any roster or ordinary hours of work of members of the casual or relieving staff.

(iii) Provided further that a roster may be altered at any time to enable the service of the private hospital to be carried on where another employee is absent from duty on account of illness or in emergency, but where such alteration involves an employee working on a day which would have been his or her day off, such employee may elect to be paid at overtime rates or have a day off in lieu thereof, which shall be as mutually arranged.

(iv) The employer may change an employee's roster at short notice for any reasonable grounds including unexpected emergent situations and unforeseen fluctuations in patient dependency.

(v) Provided further that any alteration to the roster of hours of a day worker must be consistent with the definition of a day worker contained in clause 4, Definitions.

9. Overtime

(i) Employees shall work reasonable overtime when required by the employer.

(ii) (a) Subject to paragraph (b) hereof all time worked by employees in excess of the rostered daily ordinary hours of work shall be overtime and shall be paid for at the rate of time and one half for the first two hours and double time thereafter in respect of each overtime shift worked or in respect of overtime worked prior to or at the conclusion of a normal shift. Provided that overtime worked on Sundays shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.

- (b) All time worked by permanent part time employees, in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.

Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the ward or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.

- (iii) An employee recalled to work overtime after leaving the employer's premises shall be paid for a minimum of four hours work at the appropriate rate for each time so recalled. If the work required is completed in less than four hours, the employee shall be released from duty.
- (iv) An employee required to work overtime following on the completion of their normal shift for more than two hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hours overtime. All such time shall be counted as time worked; provided that benefits of this subclause shall not apply to permanent part time employees, until the expiration of the normal shift for a majority of the full-time employees employed on that shift in the ward or section concerned.
- (v) An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hour's overtime; all such time shall be counted as time worked.
- (vi) The meals referred to in subclauses (iv) and (v) of this clause shall be allowed to the employee free of charge. Where the hospital is unable to provide such meals,

an allowance per meal of the sum set out in Item 4 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, shall be paid to the employee concerned.

- (vii) Where an employee is required to work an overtime shift on his or her rostered day off, the appropriate meal breaks for that shift, as prescribed by Clause 7, Hours, shall apply.
- (viii) If an employee is recalled to duty during a meal break, they shall be paid at overtime rates for the total period of the meal break.
- (ix) An employee who works so much overtime:
 - (a) between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least eight consecutive hours off duty between these times; or
 - (b) on a Saturday, a Sunday and a holiday, not being ordinary working days, or on a rostered day off without having had eight consecutive hours off duty in the twenty-four hours preceding their next day or shift; shall subject to this subclause, be released after completion of such overtime until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the employer such an employee resumes or continues to work without having such eight consecutive hours off duty they shall be paid at double time of the appropriate rate applicable on such day until they are released from duty for such period and they then shall be entitled to be absent until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (x) In lieu of receiving payment for overtime in accordance with this clause, employees may be compensated by way of time off in lieu of overtime on the following basis:

- (a) Time off in lieu of overtime must be taken within four months of it being accrued at ordinary rates.
- (b) Where it is not possible for an employee to take the time off in lieu of overtime within the four month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
- (c) Employees cannot be compelled to take time off in lieu of overtime.
- (d) Records of all time off in lieu of overtime owing to employees and taken by employees must be maintained by the employer.

10. Reasonable Hours

Subject to sub-clause (ii) the employer may require an employee to work reasonable overtime at overtime rates unless or as otherwise provided for under the award.

An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.

For the purposes of sub-clause (ii) what is unreasonable or otherwise will be determined having regard to:

any risk to employee health and safety.

The employee's personal circumstances including any family and carer responsibilities.

The needs of the workplace or enterprise.

The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and

Any other relevant matter.

11. Banking of Hours

- (i) A full time or part time employee may, by agreement made daily, weekly or fortnightly with their Manager or Supervisor:
 - (a) work less than their daily, weekly or fortnightly rostered or contracted hours and work those hours at a later date; or
 - (b) work more than their daily, weekly or fortnightly rostered or contracted hours and take time off in lieu of payment, or may set off the additional hours worked against any owing under i) above.
- (ii) An employee who works less than their rostered or contracted hours shall be paid as if those hours had been worked during the relevant period, including payment for any weekend or shift penalties that would otherwise have been due for the time not worked.
- (iii) An employee who works more than their rostered or contracted hours shall not receive payment for any weekend or shift penalties that would otherwise have been due for that extra time worked.
- (iv) Time debited or credited under these arrangements shall all be at ordinary time, ie, an hour for an hour.
- (v) An employee may not have more than 76 hours in debit or credit at any point in time.
- (vi) Employees who have hours in debit must be given first option to work additional hours prior to the use of casual employees.
- (vii) Each hospital must keep detailed records of all hours credited and debited to employees under these arrangements. Employees must have full access to these records.
- (viii) On termination of employment the employer must pay the employee for all hours in credit and may deduct from termination pay the value of any hours in debit.

- (viii) Either party shall have the right to terminate an agreement under this clause with two weeks notice.

12. Meals

- (i) Time not exceeding one hour and not less than 30 minutes shall be allowed for each meal, provided that, where an employee is called upon to work for any portion of his/her meal break, such time shall count as ordinary working time.
- (ii) An employee shall not be required to work more than six hours without a meal break. Such meal break shall be of between 30 and 60 minutes duration, and shall not count as time worked.
- (iii) Notwithstanding the provisions of subclause (i) of this clause, an employee required to work in excess of ten ordinary hours, shall be entitled to a 60-minute meal break. 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.
- (iv) An employee who is required to work overtime for more than two hours and such overtime goes beyond 7:00 a.m., 1:00 p.m. and 6:00 p.m. shall, at the option of the employer, be supplied with an adequate meal or shall be paid the amounts set out in Item 4 of Table 2 - Other Rates and Allowances of Part B, Monetary Rates.

13. Part-time Work

- (i) A permanent part-time employee is one who is permanently appointed by a facility to work a specified number of hours which are less than those prescribed for a full-time employee. By agreement between employer and employee, the specified number of hours may be balanced over a week and/or a fortnightly period, provided that the average weekly hours shall be deemed to be the specified number of hours for the purposes of accrual of annual leave. There shall be no interruption to the continuity of employment merely by reason of an employee working on a "week on, week off" basis in accordance with this subclause.

- (ii) Permanent part-time employees shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by Table 1 - Rates of Pay, of Part B, Monetary Rates.
- (iii) 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.
- (iv) Any additional shifts that arise due to the need of the employer to supplement the workforce and/or respond to fluctuations caused by absence or emergency, shall be offered where ever possible to permanent part-time employees first and prior to the engagement of any casual employees.

14. Casual Employees

- (i) (a) A casual employee is one engaged on an hourly basis otherwise than as a permanent part-time employee or full-time employee.
- (b) A casual employee may only be 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-eighth of the appropriate rate, prescribed by Table 1 - Rates of Pay, of Part B, Monetary Rates of this award, plus ten per cent thereof, with a minimum payment of two hours for each engagement and one-thirty-eighth of the uniform and laundry allowances, where a uniform is not supplied in accordance with clause 28, Uniforms and Protective Clothing.
- (iii) A casual employee who is required to and does work on a public holiday prescribed by clause 19, Public Holidays, shall be paid double time and one half for all time worked in lieu of the 10 per cent allowance provided for in subclause (ii) of this clause.

- (iv) For weekend and public holiday work, casual employees shall, in lieu of all other penalty rates and the 10 per cent casual allowance, receive the following rates:
 - (a) time and one-half for work between midnight Friday and midnight Saturday;
 - (b) time and three-quarters for work between midnight Saturday and midnight Sunday;
 - (c) double time and one-half for work on a public holiday.
- (v) For the entitlement to annual leave, see *Annual Holidays Act 1944*.
- (vi) For the entitlement to long service leave, see *Long Service Leave Act 1955*.
- (vii) With respect to a casual employee, the provisions of the following clauses shall not apply: Clause 9, Overtime; clause 31, Service Allowance; clause 24, Annual Leave Loading; clause 20, Sick Leave; clause 29, Relieving other Members of Staff clause 26, Compassionate Leave; clause 41, Agreement Benefits to be Continuous; clause 8, Roster of Hours; and clause 23, Annual Leave.

15. Apprentices

- (i) Indentured apprentice means an employee who is serving a period of training under an indenture for the purpose of rendering him/her fit to be a qualified worker in the industry. Apprentices may be indentured to an organisation as Cooks .
- (ii) Apprenticeship means an apprenticeship established under Division 2 of Part 3 of the *Apprenticeship and Traineeship Act 2001*.
- (iii) The minimum rates of wages for apprentice cooks shall be the following percentages of the rate applicable to the classification of Cook Grade B, as varied from time to time:

| | |
|----------|-------|
| 1st Year | 60% |
| 2nd Year | 82½% |
| 3rd Year | 92½%. |

- (iv) The minimum rates of wages for apprentice gardeners shall be the following percentages of the rate applicable for the classification of Gardener (Qualified), as varied from time to time:

| | |
|----------|------|
| 1st Year | 50% |
| 2nd Year | 60% |
| 3rd Year | 80% |
| 4th Year | 90%. |

- (v) Apprentices attending college for training shall be entitled to fares to and from home and college.
- (vi) The ordinary hours of work for apprentices shall be as prescribed in clause 7, Hours.

No apprentice shall be permitted or required to perform work which would prevent the apprentice from attending classes at TAFE.

- (vii) In addition to the above wages, an apprentice who obtains and hands to his/her certificate or statement of having passed his/her first year TAFE examination and in respect of whom a satisfactory report as to conduct, punctuality and progress is furnished by his/her employer shall be paid per week the amount set out in Item 5 of Table 2 – Other Rates and Allowances, of Part B, in addition to the rates prescribed in the ensuing 12 months, plus an additional amount per week as set out in the said Item 5 if they pass each subsequent year.

16. Penalty Rates and Shift Allowances

- (i) All time worked by all employees between 6.00 pm and 6.00 am, Monday to Friday, shall receive an allowance of twenty 20 per cent (20%) in addition to their ordinary rate of pay.
- (ii) Provided that laundry staff working afternoon or night shift as at 30 September 1993 shall be paid 20% in addition to the ordinary rate for such shifts. All laundry staff employed after 30 September 1993 shall receive the shift allowances prescribed above.

- (iii) Employees whose ordinary working hours include work on a Saturday or Sunday shall be paid:
 - (a) for work between midnight Friday and midnight on Saturday - time and one half;
 - (b) for work between midnight Saturday and midnight on Sunday - time and three quarters.

These penalties shall be in substitution for and not cumulative upon the shift allowances expressed in subclause (i).

17. Allowances for Special Working Conditions

- (i) Employees who are required to drive a vehicle as part of their normal duties (excluding ambulance, bus or other motor vehicle drivers), shall be paid an allowance of the amount per week as set out in item 7 of Table 2-Other Rates and Allowances, of Part B, in addition to their ordinary salary for each week in which they are required to drive a vehicle.
 - (a) Provided that, an employee required to drive more than 10 hours in any week shall be paid the appropriate rate for a motor vehicle driver for the time spent driving with a minimum payment per week of the amount set out in the said Item 7.
 - (b) An employee who drives a vehicle for more than 4 hours in any one day or shift, shall be paid as a motor vehicle driver for that day or shift, with a minimum payment as set out in the said Item 7.
 - (c) An employee required to drive for more than 20 hours in any week shall be paid as motor vehicle driver for that week.
 - (d) This subclause shall not apply to any employee in receipt of a salary in excess of that provided in this agreement for a motor vehicle driver, and this subclause shall not apply to any employee who is required to relieve the driver of any motor vehicle and who is entitled to be paid in accordance with clause 29, Relieving other Members of Staff.

- (ii) An employee sent for duty to a place other than his/her regular place of duty shall be paid for all excess travelling time at the appropriate rate of pay and reimbursed excess travelling expenses.
- (iii) An employee appointed as a Leading Hand, who in addition to his ordinary duties is in charge of not less than two other employees, shall be paid an allowance as part of salary as set out in Item 1 of the said Table 2.
- (iv) An employee engaged in cleaning and scraping work inside the gas or water space of any boiler, flue or economiser shall, whilst so employed be paid an amount per hour as set out in Table 2 in addition to ordinary or overtime rates of pay.
- (iv) On-Call –
 - (a) An employee required by their employer otherwise than as provided for in (b) hereunder shall be paid the sum as set out in Item 6 of the said Table 2 for each twenty-four hours or part thereof provided that only one allowance shall be payable in any period of twenty-four hours.
 - (b) An employee required to be on-call on rostered days off shall be paid the sum set out in Item 6 of the said Table 2 for each extra period of twenty-four hours or part thereof.

18. Mileage Allowance

Employees required by the employer to use their own vehicles to carry out their work shall be paid the mileage allowances as set out in Item 8 of Table 2 – Other Rates and Allowances, of Part B, Monetary Rates.

19. Public Holidays

For the purpose of this agreement the following shall be deemed to be public holidays, viz: New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Eight Hour day; Christmas Day; Boxing Day; and any other day duly proclaimed and observed as a public holiday within the area in which the place of employment is situated.

- (ii) (a) In addition to those public holidays specified in subclause (i), employees shall be entitled to an extra public holiday each year. Such public holiday shall occur on the day on which August Bank Holiday is observed, or at the election of the employer may be transferred as an additional public holiday to a day between Christmas and New Year.
- (b) Any individual employer wishing to transfer the August Bank holiday shall nominate before 1 July of each calendar year the day on which the additional public holiday is to be observed. Such date shall occur within the days Monday to Friday inclusive and shall not coincide with a date that is already a gazetted public holiday for that calendar year. Once such an election is made, such date then becomes the date on which the additional public holiday is to be observed for all workers in that establishment covered by this award.
- (c) The foregoing does not apply in areas where in each year:-
 - A day in addition to the ten (10) named public holidays specified in subclause (i) is proclaimed and observed as a public holiday; or
 - Two half-days in addition to the ten (10) named public holidays specified in subclause (i) are proclaimed and observed as half-public holidays.
- (iii) Public holidays shall be allowed to employees without loss of ordinary pay.
- (iv) An employee who is required to and does work on any public holiday prescribed in this clause, shall be paid in lieu of all other shift allowances, weekend penalty rates, casual loading and part-time loading, as follows:
 - (a) Full-time employees:
 - (1) one half time extra for all time worked plus one day's pay in addition to the weekly rate;
 - (2) alternatively, if the employee so elects - one half time extra for all time worked in addition to the weekly rate and have one ordinary working day added to the period of annual leave.

- (b) Permanent part-time employees:
 - (1) time and one-half extra for all time worked, in addition to the weekly rate;
 - (2) alternatively, if the employee so elects - one-half extra for all time worked and the equivalent number of hours worked added to annual leave;
- (c) Casual employees shall be paid at the rate of double time and one half for all time worked.
- (v) Full-time shift-workers rostered off duty on a public holiday, which falls on a normal rostered day, shall:
 - (a) be paid one day's pay in addition to the weekly rate; or
 - (b) if the employee so elects - have one day added to their period of annual leave.
- (vi) The elections provided for in subclauses (iv) and (v) shall not be altered by the employee during the currency of this award, unless agreed to by the employer.

20. Sick Leave

- (i) Subject to the following limitations and conditions an employee shall be entitled to sick leave on full pay calculated by allowing 76 rostered ordinary hours of work for each year of continuous service less any sick leave on full pay already taken.
- (ii) An employee during his/her first year of employment with an employer shall be entitled to sick leave at the rate of 7.6 hours at the end of each of the first five months continuous service. Upon completion of six months continuous service the employee shall be entitled to a further 38 hours sick leave. For the purpose of this subclause, where service is continuous, each new entitlement will accrue at the monthly anniversary date of the commencement of employment, ie. A person starting on 6 March would be entitled to their first 7.6 hours on 6 April.
- (iii) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to workers' compensation; provided, however, that an employer shall pay to an employee who has sick leave

entitlement under this clause the difference between the amount received as workers' compensation and ordinary pay. The employee's sick leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by that proportion of 38 hours which the difference paid bears to full pay.

- (iv) All periods of sickness shall be certified to by the medical director or director of nursing of the hospital or by the employee's own legally qualified medical practitioner. The employer may dispense with the requirements of a medical certificate when the absence does not exceed two consecutive days or where, in the employer's opinion, the circumstances are such as not to warrant such requirement.
- (v) Provided, however, that for radiographers such leave shall be allowed on the basis of seventy ordinary hours for each year of continuous service.
- (vi) Permanent part-time employees shall be entitled to sick leave in the same proportion as the average weekly hours worked over the preceding twelve months or from the time of the commencement of employment, whichever is the lesser, bears to thirty-eight ordinary hours of one week. Such entitlements shall be subject to all the conditions applying to full-time employees.
- (vii) Each employee shall, as soon as reasonably practicable and in any case within 24 hours of the commencement of such absence, inform the employer of their inability to attend for duty and as far as possible state the estimated duration of the absence.
- (viii) The employer 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.
- (ix) Notwithstanding subclause (viii), where an employee continues to receive workers' compensation for a period in excess of 26 weeks, the employer 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.

21. State Personal/Carer's Leave

(i) Use of Sick Leave -

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (2) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 20, Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) the employee being responsible for the care of the person concerned; and
 - (2) the person concerned being:
 - (A) a spouse of the employee; or
 - (B) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (C) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de-facto spouse of the employee; or

(D) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

(E) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:

"relative" means a person related by blood, marriage or affinity;

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

"household" means a family group living in the same domestic dwelling.

(d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(ii) Unpaid Leave for Family Purpose - An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (3) of paragraph (c) of subclause (i) who is ill.

(iii) Annual Leave -

(a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken or a week's annual leave is taken.
- (iv) Time Off in Lieu of Payment for Overtime -
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
 - (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate that is an hour for each hour worked.
 - (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
 - (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (v) Make-up Time -
- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (vi) Allocated Days Off -
- (a) An employee may elect, with the consent of the employer, to take a allocated day off at any time.
 - (b) An employee may elect, with the consent of the employer, to take allocated days off in part day amounts.
 - (c) An employee may elect, with the consent of the employer, to accrue some or all allocated days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
 - (d) This subclause is subject to the employer informing each union which is both party to the agreement and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

22. Parental Leave

22.1 Maternity Leave

- (i) Eligibility – To be eligible for maternity leave an employee must have completed at least 52 weeks' continuous service prior to the expected date of birth or be a permanent part-time employee as specified.

An employee who has once met the conditions for maternity leave will not be required to work again the 52 weeks' 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 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, adoption leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act 1987*.
- (ii) Entitlement – An employee is entitled to a period of unpaid maternity leave of not more than 12 months after the actual date of birth.
 - (iii) Applications – An employee who intends to proceed on maternity leave should formally notify her employer 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 accordingly 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 her employer. A minimum of 4 weeks' notice 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. – Except in the case of employees who have completed ten years' service, the period of maternity leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years service the period of maternity leave without pay shall count as service provided such leave does not exceed six months.

Maternity leave without pay does not count as service for incremental 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, annual and/or long service leave) or to take sick leave without pay.

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, an employer 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 – In the event of a miscarriage any absence from work is to be covered by the sick leave provisions.
- (x) Stillbirth – In the case of a stillbirth (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave 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.
- (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 shall 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:
 - (a) the period is to be limited to 12 months, after which full-time duties must be resumed;
 - (b) 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;

- (c) 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.
 - (d) 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.

2 Adoption Leave

- (i) Eligibility – To be eligible for adoption leave an employee must have completed at least 40 weeks' 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 weeks' 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, paternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act 1987*.

- (ii) Entitlement – Eligible employees are entitled to unpaid adoption leave as follows:
 - (a) where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;
 - (b) where the child is over the age of 12 months - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.
- (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 employer and other wise with the consent of the employer. A minimum of four weeks' notice must be given, although an employer may accept less notice if convenient.
- (v) Staffing 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 unpaid maternity leave or unpaid adoption leave, the employee will not be required to meet the employer's superannuation liability.
- (ix) Permanent part-time employees as defined in clause 13, Part-time Work, are covered by this clause.

3. Paternity Leave

- (i) Eligibility – To be eligible for paternity leave an employee must have completed at least 40 weeks' continuous service (or 40 weeks continuous service for permanent part-time employees as specified) 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 weeks' 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, Adoption Leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act 1987*.
- (ii) Entitlement – Eligible employees are entitled to unpaid paternity leave as follows:

A period of up to 12 months, such period to be agreed upon by both the employee and the employer.
 - (iii) Applications – Employees should formally notify the employer 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 employer and otherwise with the consent of the employer. A minimum of four weeks' notice must be given, although an employer 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 maternity leave, unpaid adoption leave or paternity leave, the employee will not be required to meet the employer's superannuation liability.
- (ix) Permanent part-time employees as defined in clause 13, Part-time Work, are covered by this clause.

23. Annual Leave

- (i) All employees shall be entitled to the provisions of the *Annual Holidays Act 1944*.
- (ii) Provided that radiographers and trainee radiographers and boiler attendants working a seven day roster shall be entitled to five weeks' annual leave.
- (iii) Employees, other than those referred to in subclause (ii) above, who are rostered to work their ordinary hours on Sundays and/or public holidays shall be entitled to receive additional annual leave on the following basis:
 - (a) 1 week for 35 ordinary shifts on Sundays and/or public holidays;
 - (b) if they have worked less than 35 ordinary shifts on Sundays and/or public holidays, the following shall apply:

| Full-time Employees | Permanent Part-time Employees | |
|------------------------|----------------------------------|-----------|
| 3 shifts or less- | nil | 0 |
| 4-10 shifts- | 1 day | 0.2 weeks |
| 11-17 shifts- | 2 days | 0.4 weeks |
| 18-24 shifts- | 3 days | 0.6 weeks |
| 25-32 shifts- | 4 days | 0.8 weeks |
| 32 or more- | 5 days | 1 week. |

- (iv) Annual leave shall be given by the employer and shall be taken by the employee before the expiration of a period of six months after the date upon which the employee becomes entitled to such leave.
- (v) Except as provided in subclause (viii), payment shall not be made by an employer 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.
- (vi) The employer shall give to each employee 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.
- (vii) Where the annual leave or any part thereof has been taken before the right thereto has accrued, the right to further annual leave shall not commence to accrue until after the expiration of the year of employment in which that annual leave accrued.
- (viii) Where the employment of an employee is terminated, the employee shall be entitled to receive, in addition to all other amounts due, an amount equivalent to 1/12th of the employee's ordinary pay in respect of an incomplete year of employment. Radiographers shall be entitled to receive 5/47ths in lieu of the 1/12th referred to.
- (ix) For other conditions relating to the grant of annual leave, see the *Annual Holidays Act* 1944.
- (x) Credit of time towards an allocated day off duty shall not accrue when an employee is on ordinary annual leave, in accordance with subclause (i) of this clause.

24. Annual Leave Loading

- (i) Employees who become entitled to annual leave under clause 23 of this agreement shall receive an annual leave loading of 17½% of the appropriate ordinary rate of pay for the classification in which the employee was employed immediately before commencing annual leave. Such rate of pay shall include the following agreement allowances, namely: leading hand allowance; qualification allowances;

service allowance; but shall not include any penalty or overtime rates prescribed by this award.

- (ii) No loading is payable where the annual holiday is taken wholly or party in advance, provided however, that if the employment of such an employee continues until the day upon which they would have become entitled under clause 23 of this agreement to such annual holiday, the loading then becomes payable, in respect of the period of such holiday and is to be calculated in accordance with the agreement rate of wages applicable on such day.
- (iii) Before an employee is given and takes his/her annual holiday or where by agreement between the employer and employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay the employee the loading in accordance with subclause (i) of this clause.
- (iv) Where the employment of an employee is terminated by the employer for a cause other than misconduct and, at the time of termination, the employee has not been given and has not taken any annual holidays which have accrued on a pro-rata basis they shall be paid the loading provided for in subclause (i) of this clause for the period not taken.
- (v) Where an employee who is a shift worker as defined in clause 4, Definitions, of this award, is given and takes an annual holiday they shall be paid the loading set out in subclause (i) 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.

25. Long Service Leave

Long Service Leave shall be in accordance with the NSW Long Service Leave Act 1955 (as amended from time to time) or any replacement Act, except for the following:-

Every employee after ten years service with the same employer shall be entitled to two months long service leave on full pay; after fifteen years continuous service to an additional one months 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.

(ii) For the purpose of this clause

(a) Continuous service in the same private hospital prior to the coming into force of this Agreement shall be taken into account

(b) One month equals four and one third weeks

(c) Continuous service shall be deemed not to be broken by –

any period on leave without pay not exceeding six months;

(2) the absence of any employee from the private hospital whilst a member of the Defence Forces of the Commonwealth in time of war.

(iii) If an employee dies before entering upon long service leave or if, after having entered upon same, dies before its termination, the employee's partner or children or other dependant 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

26. Compassionate Leave

- (i) Compassionate leave with pay shall be granted only in extraordinary or emergent circumstances where an employee is forced to be absent from duty because of an urgent pressing necessity, and such leave as is granted should be limited to the time necessary to cover the immediate emergency.

An absence occasioned by personal exigencies which might fairly be regarded as an obligation on the employee, rather than the employer, may be covered by the grant of leave without pay, or if the employee so desires, charged against available annual leave credits.

- (ii) Compassionate leave shall be granted on the following principles:

- (a) Bereavement Leave —

- (1) An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay, on each occasion of the death of a person as prescribed in subparagraph (3) of this paragraph, provided that where the employee is involved in making funeral arrangements, travelling, etc., leave may be allowed for up to three days. Leave with pay would not ordinarily be granted for the death or attendance at a funeral for relatives not outlined in the said subparagraph (3) unless special circumstances exist, e.g., the employee resided with the deceased.
- (2) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer proof of death.
- (3) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (2) of paragraph (c) of subclause (i) of clause 21, State Personal/Carer's Leave, provided that, for

the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.

- (4) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
 - (5) Bereavement leave may be taken in conjunction with other leave available under subclauses (ii), (iii), (iv), (v) and (vi) of the said clause 21. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (b) Where an illness in the family causes an immediate emergency, sufficient leave should be granted to meet the immediate emergencies and to allow the employee to make any other arrangements considered necessary. Except in very special cases, such leave with pay should be limited to one day and where no one but the employee was available to care for the sick family member.
 - (c) Compassionate leave may also be granted in cases of unforeseen emergencies, which clearly prevent attendance for duty, e.g., flood, bush fires etc.
- (iii) Only under the most exceptional circumstances shall compassionate leave be granted for a period exceeding three working days within any one year. This is provided that additional leave may be granted by the employer in exceptional circumstances.

27. Accommodation and Amenities

- (i) The minimum standards set in the Occupational Health and Safety Regulations 2001 shall be met in the provision of amenities for staff.
- (ii) Such amenities must include:

- (a) change rooms and lockers - lockers shall be of the "lock up" type, with keys provided;
- (b) meal room;
- (c) facilities for boiling water, warming and refrigerating food and for washing and storing dining utensils;
- (d) rest room;
- (e) washing and bathing facilities;
- (f) sanitary conveniences.

28. Uniforms and Protective Clothing

- (i) Sufficient suitable and serviceable uniforms or overalls shall be supplied, free of cost, to each employee required by the employer to wear them. An employee, to whom a new uniform or part of a uniform has been issued who, without good reason, fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment of a reasonable price for such replacement article.
- (ii) An employee on the termination of their employment shall return any uniform or part thereof supplied by the employer, which is still in use by the employee immediately prior to leaving.
- (iii) In lieu of supplying a uniform to an employee, the employer shall pay to such employee the amount per week as set out in Item 9 of Table 2-Other Rates and Allowances of Part B provided however, that if a uniform includes cardigan, stockings or special type shoes, these shall be supplied by the employer.
- (iv) If a uniform of an employee is not laundered at the expense of the employer, an allowance of the amount per week as set out in Item 10 of the said Table 2 shall be paid to the employee, provided that the payment of such laundry allowance shall not be made to any employee on absences exceeding one week.

- (v) The employee shall keep any uniform supplied to them in a reasonable and presentable condition.

Each employee who is required to work out of doors shall be supplied with overboots. Sufficient raincoats shall also be made available for use by these employees.

- (vii) Each employee who is required to work in potentially hazardous situations with, or near machinery, shall be supplied with appropriate protective clothing and equipment.

29. Relieving other Members of Staff

- (i) An employee who is called upon to relieve an employee in a higher classification or is called upon to act in a vacant position of a higher classification shall be entitled to receive for the period of relief or the period during which they act the minimum payment for such higher classification.
- (ii) The provisions of subclause (i) shall not apply where the employee being relieved is absent from duty by reason of his/her allocated day off duty.

30. Payment and Particulars of Wages

- (i) Wages shall be paid either weekly or fortnightly provided that the pay period shall be deemed to be weekly.
- (ii) On each pay day the pay shall be made up to a day not more than three days prior to the date of payment.
- (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, except where agreement as to payment by cheque or cash has been reached between the Union and the employer due to the isolation of the place of employment.
- (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) Notwithstanding the provisions of subclause (i), an employee who has been given one week's notice of termination of employment in accordance with clause 36, Termination of Employment, shall be paid all monies due to him/her prior to ceasing duty on the last day of employment. Where an employee is dismissed or his/her services are terminated without due notice, in accordance with the said clause 36, any monies due to the employee shall be paid as soon as possible after such dismissal or termination but, in any case, not more than three days thereafter.
- (vi) 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.
- (vii) On pay day, each employee shall be provided with a pay slip which specifies the following particulars:
 - (a) name and date of payment;
 - (b) period for which the payment is made;
 - (c) gross amount of wages, including overtime and other earnings;
 - (d) ordinary hourly rate;
 - (e) amount paid as overtime or such information as will enable the amount paid as overtime to be calculated by the employee;
 - (f) amount of other earnings and the purpose for which they are paid;
 - (g) amount deducted for taxation purposes;
 - (h) particulars of all other deductions;
 - (i) net. amount paid.

- (viii) Where an employer has overpaid an employee, the employer 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 subclause 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. Service Allowance

- (i) All full-time employees employed as at 1 October 1986, after a further ten years' continuous service as a full-time employee with the same facility shall be paid in addition to the rates prescribed in Table 1, Rates of Pay of Part B, a long service bonus of the amount set out in the following scale:

| | |
|--|------|
| 10 years' and under 15 years' service- | 5% |
| 15 years' and under 20 years' service- | 7½% |
| 20 years of service and over- | 10%. |

- (ii) Payments due under this clause shall be made on the usual pay day when other payments under the agreement are made.
- (iii) Continuous service in the same facility prior to the commencement of this agreement shall be taken into account for the purposes of this clause.
- (iv) For the purpose of this clause, continuous service shall not be deemed to have been broken by absence from the facility whilst a member of the defence forces of the Commonwealth in time of war or for periods of unpaid leave granted to the employee by the employer.

32. Inspection of Lockers

Lockers may only be opened for inspection in the presence of the employee, but in cases where the employee neglects or refuses to be present or in any circumstances where notice to the employee is impracticable such inspection may be carried out in the absence of the employee by an officer of the employer and a

union representative where practicable, otherwise by any two authorised representatives of the employer appointed for that purpose.

33. Grievance Procedures

- (i)
 - (a) The employee is required to notify the employer, preferably in writing, as to the substance of the grievance, request a meeting with the employer for discussions and state the remedy sought.
 - (b) A grievance must initially be dealt with as close to its source as possible with graduated steps for further discussion and resolution at higher levels of authority.
 - (c) Reasonable time limits must be allowed for discussion at each level of authority.
 - (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, and, if the matter has not been resolved, include reasons for not implementing any proposed remedy.
 - (e) While the procedure is being followed normal work must continue.
 - (f) The employee may be represented by an industrial organisation of employees, if they so request.
- (ii) The following procedures shall be followed in relation to disputes, etc., between employers and their employees:
 - (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (b) Reasonable time limits must be allowed for discussion at each level of authority.
 - (c) Whilst such procedure is being followed, normal work must continue.

- (d) The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees.
- (iii) In the case of employers who employ not more than 20 employees, or where employees are subject to a management structure under which all employees are directly supervised and controlled by the employer or chief executive, graduated steps for further discussion and resolution at higher levels of authority do not apply.
- (iv) The Union reserves the right to vary this procedure where it is considered that an occupational health and safety factor is involved.

34. Anti-Discrimination

- (i) It is intention of the parties bound by this agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-

discrimination legislation;

- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
- (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

Notes -

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

“Nothing in this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion”.

35. Labour Flexibility

- (i) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training. Such duties may include work which is incidental or peripheral to the employee's main tasks provided that such duties are not designed to promote deskilling.
- (ii) The employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

- (iii) Any direction issued by the employer pursuant to subclause (i) and/or (ii) shall be consistent with the employer's responsibilities to provide a safe and healthy working environment for employees and the employer's duty of care to patients.

36. Termination of Employment

- (i) Two week's notice of termination of employment shall be given by the employer 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) Where the employer terminates the services of an employee without due notice the employee shall be paid two week's salary in lieu thereof. Where the employee fails to give the prescribed notice, then the employer may withhold up to two week's wages from the pay period current at the time of termination.
- (iii) Provided that in the case of casual employees, one hour's notice shall apply.

37. Attendance at Meetings and Fire Drills

- (i) An employee required to attend occupational health and safety committee or board of management meetings as an employee representative shall, if such meetings are held outside of ordinary working hours, be entitled to receive payment at the "ordinary rate" for the actual time spent in attendance at such meetings. In lieu of receiving payment, employees may, with the agreement of the employer, be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this award.
- (ii) An employee in attendance at compulsory fire safety practices (e.g. fire drill and evacuation procedures) in accordance with the requirements of the *Private Hospitals and Day Procedures Centres Act 1988* and the regulations thereto, shall be paid for the time spent in attendance at their "ordinary rate" where such time is concurrent or continuous with their shift on that day. Where such time spent in

attendance is not continuous with their rostered shift, then the provisions of clause 9, Overtime, shall apply.

38. Union Representative

An employee appointed Union representative shall, upon notification thereof in writing to the employer, within 14 days of such appointment, be recognised as the accredited representative of the Union and shall be allowed reasonable time during working hours to interview the employer on matters affecting employees.

39 Notice Board

The employer shall permit a notice board of reasonable dimensions to be erected in a prominent position, upon which the Union representative shall be permitted to post Union notices.

The employer shall keep exhibited a copy of this award.

40. Agreement Benefits to be Continuous

- (i) In the event of any change in ownership, licensee or management of any place of employment covered by this award, all employee rights and benefits provided by this agreement shall continue as if no such change in ownership, licensee or management had taken place.
- (ii) Where such changes do occur, no employee shall be paid out for accrued annual leave, long service leave or any other benefit, but such benefits shall be continuous.
- (iii) No permanent employee, full-time or part-time, shall be terminated or required to take leave without pay, where such termination or leave is used to avoid the requirements of any Act or to avoid payment of any rights or benefits provided by this award.

41. Redundancy

41.1 Introduction of Change –

- (i) Employer's duty to notify:-
 - (a) Where the employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the Union.
 - (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- (ii) Employer's duty to discuss change -
 - (a) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (i) of this subclause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
 - (b) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in paragraph (i) of this clause.
 - (c) For the purpose of such discussions, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer. Provided that the making of any

positions redundant shall not be deemed to be confidential information for the purposes of this clause.

41.2. Redundancy -

- (i) Discussions before terminations -
 - (a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision may lead to termination of the employee's employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
 - (b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of paragraph (a) of this subclause and, in any case, prior to the beginning of the period of notice required by clause 36, Termination of Employment. These discussions shall cover, inter alia, any reasons for the proposed terminations, and measures to avoid or minimise the terminations, and measures to mitigate any adverse effects of any terminations on the employees concerned.
 - (c) For the purposes of the discussion the employer shall, as soon as practicable and, in any case, prior to the beginning of the period of notice required by subclause 3, Termination of Employment, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer. Provided that the making of any positions redundant shall not be deemed to be confidential information for the purposes of this award.

41.3. Termination of Employment -

(i) Notice for changes in production, program, organisation or structure -

This subclause sets out the notice provisions to be applied to terminations or proposed terminations of the employment of an employee by the employer in circumstances where the employer no longer wishes the job which the employee has been doing to be done by anyone, for any reason (other than technological change), and for reasons arising from production, program, organisation or structure in accordance with paragraph (a) of subclause (i) of this clause.

(a) An employer shall not terminate the employment of an employee unless the employer has given to the employee at least the following minimum periods of notice:

| Period of Continuous Service | Period of Notice |
|-------------------------------|------------------|
| Less than 1 year | 1 week |
| 1 year and less than 3 years | 2 weeks |
| 3 years and less than 5 years | 3 weeks |
| 5 years and over | 4 weeks |

(b) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice, with not less than two years' continuous service, shall be entitled to an additional week's notice.

(c) Payment in lieu of the notice above shall be made if the said period of notice is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(ii) Notice for technological change: -

This subclause sets out the notice provisions to be applied to terminations or proposed terminations by the employer for reasons arising from technology in accordance with paragraph (a) of subclause (i) of this clause.

- (a) An employer shall not terminate the employment of an employee unless the employer has given to the employee at least three months' notice of termination.
 - (b) Payment in lieu of the period of the notice above shall be made if the appropriate period of notice is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu of thereof.
 - (c) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any act amending or replacing either of these Acts.
- (iii) Time off during the notice period -
- (a) During the period of notice of termination given by the employer, each affected employee shall be allowed up to one day's time off without loss of pay for each week of notice, up to a maximum of five days off, for the purposes of seeking other employment.
 - (b) If an employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, if the employer so requests, the employee shall be required to produce proof of attendance at an interview. If the employee is so required to produce such proof of attendance and fails to do so, the employee shall not be entitled to receive payment for such time.
- (iv) Employee leaving during the notice period -

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments to which the employee would have been entitled had the employee remained with the employer until the expiry of such notice.

Statement of employment -

The employer shall provide to each employee whose employment has been terminated, a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

(vi) Notice to Centrelink

Where a decision has been made to terminate the employment of 15 or more employees, the employer shall notify Centrelink of this, as soon as possible, giving relevant information, including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(vii) Centrelink Employment Separation Certificate -

The employer shall provide to an employee whose employment has been terminated an Employment Separation Certificate in the form required by Centrelink.

(viii) Transfer to Lower Paid Duties -

Where an employee is transferred to lower paid duties for reasons set out in paragraph(i) of subclause 1, Introduction of Change, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rates for the number of weeks of notice still owing.

(ix) Notice Required -

The period of notice prescribed by this clause shall be in substitution for any notice required pursuant to clause 36, Termination of Employment, of this award.

41.4. Severance Pay -

Unless the Industrial Relations Commission of New South Wales subsequently orders otherwise pursuant to subclause 5, Incapacity to Pay, where the employment of an employee is to be terminated, for reasons set out in subclause 1, Introduction of Change, the employer shall pay, in addition to other payments due to that employee, the following severance pay in respect of the following continuous periods of service:

- (i) Where the employee is under 45 years of age, the employer shall pay the employee in accordance with the following scale:

Minimum Amount

Years of Service of Severance Pay

| | |
|-------------------------------|---------------|
| Less than 1 year | Nil |
| 1 year and less than 2 years | 4 weeks pay |
| 2 years and less than 3 years | 7 weeks pay |
| 3 years and less than 4 years | 10 weeks pay |
| 4 years and less than 5 years | 12 weeks pay |
| 5 years and less than 6 years | 14 weeks pay |
| 6 years and over | 16 weeks pay. |

- (ii) Where the employee is 45 years of age or over, the employer shall pay the employee in accordance with the following scale:

Minimum Amount

Years of Service of Severance Pay

| | |
|-------------------------------|----------------|
| Less than 1 year | Nil |
| 1 year and less than 2 years | 5 weeks pay |
| 2 years and less than 3 years | 8.75 weeks pay |
| 3 years and less than 4 years | 12.5 weeks pay |
| 4 years and less than 5 years | 15 weeks pay |
| 5 years and less than 6 years | 17.5 weeks pay |
| 6 years and over | 20 weeks pay |

(iii) "*Week's pay*" means the ordinary time gross all-purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay and any payments in addition to the base rate in this agreement:

- (a) shift allowances as prescribed in subclause (ii) of clause 16, Penalty Rates and Shift Allowances;
- (b) weekend penalties as prescribed in subclause (iii) of the said clause 16;
- (c) service allowances as prescribed in clause 31, Service Allowance;
- (d) apprentices TAFE certificate allowances as prescribed in subclause (viii) of clause 15, Apprentices;
- (e) Driving allowances as prescribed in subclause (i) of clause 17, Allowances for Special Working Conditions, excluding an allowance relating to driving a vehicle for more than ten hours in any week and excluding an allowance relating to driving a vehicle for more than four hours in any one day or shift;

- (f) Leading hand allowances as prescribed in subclause (vii) of clause 17, Allowances for Special Working Conditions;
- (h) Stenographic allowance as prescribed in Table 1-Rates of Pay, of Part B, Monetary Rates;

41.5. Incapacity to Pay -

Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 4, Severance Pay, above.

The Industrial Relations Commission shall have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission thinks relevant, and the probable effect paying the amount of severance pay in the said subclause 4 above will have on the employer.

41.6. Alternative Employment -

Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 4, Severance Pay, above if the employer obtains acceptable alternative employment for an employee.

42. Jury Service

An employee, except a casual employee, required to attend for Jury Service during ordinary working hours will be reimbursed by the employer 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.

- (ii) An employee must notify the employer as soon as possible of the date upon which he/she is required to attend for Jury Service. Further, the employee will give the employer proof of attendance, the duration of such attendance and the amount received in respect of such Jury Service.

43. Superannuation

- (i) The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

- (ii) “*The Fund*” for the purpose of this Agreement shall mean:
 - (a) Health Employees Superannuation Trust Australia (HESTA) and governed by a trust deed, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto including;
 - (b) any complying superannuation fund nominated by the employee.

The Employer shall participate in accordance with the relevant trust fund deed.

Upon commencement of employment, the Employer shall provide each worker with membership forms for the above fund and shall forward the completed membership forms for the worker’s choice of fund within 28 days. In the event

that the employee has not completed an application form within 28 days, the Employer shall forward contributions and employee details to its default superannuation fund as agreed between the employer and the Health Services Union. The default fund shall be reviewed every 12 months. The review shall be aimed at establishing which superannuation fund utilised by hospitals/institutions operated by the Employer in NSW has the majority of members. Once the review has occurred, the fund with the most members within the hospitals/institutions operated by the Employer shall become the new default fund.

- (iii) An employee may make additional contributions to the Fund from their salary and on receiving written authorisation from the employee the Employer must commence making contributions to Fund in accordance with the *Superannuation Guarantee Charge Act 1992*.

44. Salary Sacrifice to Superannuation

- (i) 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) under this award. This will give the effect of reducing the taxable income by the amount for salary sacrifice.
- (ii) Salary sacrifice to superannuation shall be offered to employees by mutual agreement between the employee and employer.
- (iii) Such election must be made prior to the commencement of the period of service to which the earnings relate.
- (iv) 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. 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.
- (v) The amount sacrificed must not exceed any relevant superannuation guarantee contribution limit.

- (vi) The sacrificed portion of salary reduces the salary subject to PAYG Taxation deductions.
- (vii) Any allowance, penalty rate, overtime payment for unused leave entitlements, other than any payments for leave taken whilst employed, shall be calculated be 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.
- (viii) Salary sacrifice arrangements can be cancelled by either the employer or employee at any time provided either party gives one months 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.
- (ix) 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 under the parent agreement in the absence of any salary sacrifice.
- (x) Employers will not use any amount that is salary sacrificed by an employee to negate contributions payable under the Superannuation Guarantee Legislation.
- (xi) 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.
- (xii) Nothing in this clause shall affect the right of an employer to maintain alternate arrangements with respect to remuneration packaging for employees.

45. Remuneration Packaging

- (i) By agreement with their employer, employees may elect to package a portion of their salary in accordance with this clause, to obtain a range of benefits. Such election must be made prior to the commencement of the period of service to which the earnings relate.

- (ii) Where an employee elects to package a portion of salary:
 - (a) Subject to Australian taxation law, the packaged portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that packaged portion.
 - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this agreement 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 this agreement in the absence of any salary packaging or salary sacrificing made under this award.
 - (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of agreement entitlements, shall mean the agreement salary as specified in Clause 6 Wages, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (iii) The salary packaging scheme utilises the Public Benevolent Institution (PBI) taxation status, which provides for fringe benefits tax exemption caps. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap set by the A.T.O. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess the cap, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre tax dollars.
- (iv) The parties agree that the application of the fringe benefits tax exemption cap and the PBI status of health facilities are subject to prevailing Australian taxation laws.

- (v) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as determined by the employer.
- (vi) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
- (viii) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.

46. No Extra Claims

No extra claims will be made by either party on the other with respect to matters contained herein, or any other matter save to give effect to any Order or Determination of the NSW Industrial Relations Commission during the currency of this Agreement.

47. Terms of Agreement

This Agreement shall operate from [the date of approval of this Enterprise Agreement by the Industrial Relations Commission] and remain in force for a period of one year thereafter.

PART B

Table 2 – Rates of Pay

| ADMINISTRATIVE STAFF | | |
|---------------------------------------|----------------|--------------|
| Clerk – Age Scale: | Current | D.O.F |
| Under 18 years of age | \$378.00 | \$393.10 |
| Clerk – Grade I | | |
| First year of service | \$600.80 | \$624.80 |
| Second year of service | \$616.50 | \$ 641.20 |
| Third year of service | \$630.80 | \$ 656.00 |
| Fourth year of service | \$642.50 | \$ 668.20 |
| Fifth year of service and thereafter | \$654.40 | \$680.60 |
| Clerk – Grade II | | |
| First year of service | \$673.90 | \$700.90 |
| Second year of service and thereafter | \$691.60 | \$719.30 |
| Clerk- Grade III | | |
| First year of service | \$709.60 | \$738.00 |
| Second year of service and thereafter | \$725.40 | \$754.40 |

| | Current | D.O.F |
|---|----------------|--------------|
| Clerk – Grade IV | | |
| First year of service | \$740.50 | \$770.10 |
| Second year of service and thereafter | \$754.40 | \$784.60 |
| Clerk – Grade V | | |
| First year of service | \$772.80 | \$ 803.70 |
| Second year of service and thereafter | \$787.50 | \$819.00 |
| MAINTENANCE SERVICES | | |
| Boiler Attendant – | | |
| Certificated | \$ 640.10 | \$ 665.70 |
| With Maintenance of Plant Duties | \$645.90 | \$671.70 |
| Maintenance Supervisor (Non-Tradesman) – | | |
| In charge of staff | \$733.20 | \$762.50 |
| Otherwise | \$ 719.10 | \$747.90 |
| Maintenance Supervisor (Tradesman) – | | |
| In charge of staff | \$ 823.50 | \$856.40 |
| Otherwise | \$ 774.00 | \$805.00 |
| Wardsperson – | | |
| First year of service | \$634.20 | \$659.60 |

| | Current | D.O.F |
|--|----------------|--------------|
| Second year of service and thereafter | \$637.90 | \$663.40 |
| Recreation Activities Officer – | Current | D.O.F |
| First year of experience | \$653.20 | \$679.30 |
| Second year of experience | \$666.80 | \$693.50 |
| Third year of experience & thereafter | \$675.90 | \$702.90 |
| | | |
| Diversional Therapist with Associate Diploma – | | |
| First year of experience | \$647.60 | \$673.50 |
| Second year of experience | \$678.70 | \$705.80 |
| Third year of experience | \$ 706.90 | \$735.20 |
| Fourth year of experience | \$732.90 | \$762.20 |
| Fifth year of experience and thereafter | \$760.00 | \$790.40 |
| Technical Assistant – | | |
| First year of service | \$ 696.20 | \$724.00 |
| Second year of service | \$710.80 | \$739.20 |
| Third year of service and thereafter | \$720.40 | \$749.20 |
| SUPPORT SERVICES STAFF | | |
| General Services Officer, Grade I– (includes Maid, Laundry Hand, Seamstress) | | |

| | Current | D.O.F |
|---|----------------|--------------|
| Junior (under 18 years of age) | \$506.60 | \$526.90 |
| Adult (18 years of age and over) | \$607.60 | \$631.90 |
| General Services Officer, Grade II | | |
| –(includes Kitchenhand, Ward Assistant, Wash House Employee, Industrial Washing Machine Operator, Porter/cleaner, Cleaner, General Useful) | \$620.70 | \$645.50 |
| General Services Officer, Grade III | | |
| –(includes Handyperson, Storeperson, Assistant Cook) | \$630.60 | \$655.80 |
| General Services Officer, Grade IV – | | |
| First year of service | \$643.90 | \$669.70 |
| Second year of service | \$653.20 | \$679.30 |
| Third year of service and thereafter | \$666.80 | \$693.50 |
| Cook | | |
| Grade A | \$659.70 | \$ 686.10 |
| Grade B | \$645.70 | \$ 671.50 |
| Chef | | |
| First year of service | \$680.80 | \$708.00 |
| Second year of service and thereafter | \$692.10 | \$719.80 |

| | Current | D.O.F |
|--|----------------|--------------|
| Catering Officer – | | |
| First year of service | \$730.30 | \$759.50 |
| Second year of service and thereafter | \$740.00 | \$769.60 |
| Housekeeper – | | |
| First year of service | \$643.10 | \$668.80 |
| Second year of service and thereafter | \$646.70 | \$672.60 |
| Gardener (Otherwise) | \$633.40 | \$658.70 |
| Gardener (Qualified) | \$647.20 | \$673.10 |
| Head Gardener (Otherwise) | \$663.80 | \$690.40 |
| Head Gardener (Qualified) | \$695.50 | \$723.30 |
| Motor Vehicle Driver | \$643.20 | \$668.90 |
| Motor Vehicle Driver (Trucks and Ambulance) | \$650.60 | \$676.60 |
| APPRENTICES | | |
| Apprentice Cook – | | |
| First year | \$387.40 | \$402.90 |
| Second year | \$532.70 | \$554.00 |
| Third year | \$597.30 | \$621.20 |

| | Current | D.O.F |
|---|----------------|--------------|
| MEDICAL OFFICERS- | | |
| Medical Officer – Resident | | |
| First year of service | \$881.90 | \$917.20 |
| Second year of service | \$952.10 | \$990.20 |
| Third year of service | \$1,030.30 | \$1,071.50 |
| Fourth year of service | \$1,104.50 | \$ 1,148.70 |
| Medical Officer- Registrar | Current | D.O.F |
| First year of service | \$1,031.00 | \$1,072.20 |
| Second year of service | \$1,104.50 | \$1,148.70 |
| Third year of service | \$1,249.10 | \$1,299.10 |
| Fourth year of service | \$1,178.30 | \$1,225.40 |
| Medical Officer –Senior Registrar | \$1,357.00 | \$1,411.30 |
| Psychologist, Audiologist, Research- Project Officer | | |
| First year of service | \$768.40 | \$799.10 |
| Second year of service | \$797.00 | \$828.90 |
| Third year of service | \$835.50 | \$868.90 |
| Fourth year of service | \$872.90 | \$907.80 |
| Fifth year of service | \$913.90 | \$950.50 |

| | Current | D.O.F |
|-------------------------------|----------------|--------------|
| Sixth year of service | \$952.10 | \$990.20 |
| Seventh year of service | \$982.20 | \$1,021.50 |
| Eighth year of service | \$1,048.50 | \$1,090.40 |
| Clinical Psychologists | | |
| First year of service | \$1,012.00 | \$1052.50 |
| Second year of service | \$1,065.10 | \$1,107.70 |
| Third year of service | \$1,114.10 | \$1,158.70 |
| Fourth year of service | \$1,167.70 | \$1,214.40 |
| Fifth year of service | \$1,217.10 | \$1,265.80 |
| Dietitian - | | |
| First year of scale | \$808.60 | \$840.90 |
| Second year of scale | \$847.30 | \$881.20 |
| Third year of scale | \$893.70 | \$929.40 |
| Fourth year of scale | \$943.40 | \$981.10 |
| Fifth year of scale | \$989.80 | \$1029.40 |
| Sixth year of scale | \$1026.90 | \$1068.00 |
| Seventh year of scale | \$1054.60 | \$1096.80 |

| | Current | D.O.F |
|---|----------------|--------------|
| Grade 1 | | |
| First year of scale | \$1121.60 | \$1166.50 |
| Second year of scale | \$1153.40 | \$1199.50 |
| Physiotherapist, Occupational Therapist, Music Therapist, Speech Pathologist | | |
| First year of service | \$785.60 | \$817.00 |
| Second year of service | \$ 808.60 | \$840.90 |
| Third year of service | \$846.60 | \$880.50 |
| Fourth year of service | \$893.70 | \$929.40 |
| Fifth year of service | \$943.40 | \$981.10 |
| Sixth year of service | \$989.90 | \$1029.50 |
| Seventh year of service | \$1,026.90 | \$1068.00 |
| Eighth year of service | \$1,054.60 | \$1096.80 |
| Welfare Officer – Social - Grade 1 | | |
| First year of scale | \$689.70 | \$717.30 |
| Second year of scale | \$723.00 | \$751.90 |
| Third year of scale | \$752.90 | \$783.00 |
| Fourth year of scale | \$780.80 | \$812.00 |
| Fifth year of scale | \$843.60 | \$877.30 |

| | Current | D.O.F |
|--|----------------|--------------|
| Welfare Officer – Social- Grade 2 | | |
| First year of scale | \$839.90 | \$873.50 |
| Second year of scale | \$869.40 | \$904.20 |
| Social Worker | | |
| First year of scale | \$773.90 | \$804.90 |
| Second year of scale | \$802.80 | \$834.90 |
| Third year of scale | \$842.20 | \$875.90 |
| Fourth year of scale | \$877.70 | \$912.80 |
| Fifth year of scale | \$919.40 | \$956.20 |
| Sixth year of scale | \$952.90 | \$991.00 |
| Seventh year of scale | \$982.40 | \$1,021.70 |
| Eighth year of scale | \$1,010.60 | \$1,051.00 |
| Ninth year of scale | \$1,048.80 | \$1,090.80 |

Table 2 – Other Rates and Allowances

| Item No | Clause | Brief Description | Current Rate | Amount from DOF |
|----------------|---------------|---|---------------------|------------------------|
| 1 | 4 | Leading Hand | \$20.60 | \$21.40 p/week |
| 2 | 5.6 | Therapist in Charge | \$125.40 per week | \$130.40 |
| 3 | 7 (ix) | Broken Shift | \$8.00 per shift | \$8.30 per shift |
| 4 | 12 (iv) | Breakfast | \$11.40 p/meal | \$11.80 p/meal |
| | | Lunch | \$14.60 p/meal | \$15.20 p/meal |
| | | Dinner | \$21.80 p/meal | \$22.60 p/meal |
| 5 | 15 | Apprentices | | |
| | | Certificate of exam pass | \$1.90 p/week | \$2.00 p/week |
| | | Each subsequent year | \$1.90 p/week | \$2.00 p/week |
| 6 | 17 (iv) | On Call | | |
| | | Per 24 hours | \$18.70 | \$19.40 |
| | | On call on rostered days off | \$36.40 | \$37.90 |
| 7 | 17 (i) | Driving | | |
| | | Where required to drive a motor vehicle | \$4.90 p/week | \$5.10p/week |
| | | Required to drive more than 10 hours in any week | \$4.90 | \$5.10 p/week |
| | | Required to drive more than 4 hours in any day or shift | \$4.90per shift | \$5.10 |

| Item No | Clause | Brief Description | Current Rate | Amount from DOF |
|----------------|---------------|--|---|--|
| | 17(iv) | Confined Spaces Allowance-inside boiler, flue,etc Boiler Attendant Allowance | 0.71 per hour \$15.00 per week | 0.73 per hour \$15.60 per week |
| 8 | 18 | Use of own motor Vehicle Engine capacity of over 1600 cc Engine capacity less than 1600 cc | 28.60cents p/km 23.9-.cents p/km | 29.70 cents p/k 24.90 cents p/km |
| 9 | 28 (iii) | Uniforms | \$2.10 p/week | \$2.20p/week |
| 10 | 28 (iv) | Laundry | \$1.30 p/week | \$1.40 p/week |

Signature Page

Signed for and on behalf of

Uniting Church in Australia Property Trust (NSW)

for Wesley Mission

.....

..... Witness

..... Date

Name and address of witness

Signed for and on behalf of the

Health Services Union

.....

..... Witness

..... Date

.....

Name and address of witness