
BURNSIDE HOSPITAL STEPNEY

**HEALTH SERVICES SUPPORT EMPLOYEES
ENTERPRISE AGREEMENT 2023**

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2 APPLICATION AND OPERATION OF AGREEMENT

2.1 TITLE

This Enterprise Agreement shall be known as the Burnside Hospital Stepney Health Services Support Employees Enterprise Agreement 2023.

2.2 COVERAGE

2.2.1 This Agreement covers:

- (a) the Employer SPORTSMED·SA Hospitals Pty Ltd trading as Burnside Hospital Stepney and
- (b) all persons whose employment is wholly or principally in Health Support Services work in the classifications in Schedule A; and
- (c) subject to an order under section 183 of the Act, Health Services Union SA/NT.

2.2.2 This Agreement does not cover clerical and administrative support roles.

2.3 DATE AND PERIOD OF OPERATION

2.3.1 This Agreement will operate from 7 days after the date of approval of the Agreement by the Fair Work Commission and will have a nominal expiry date of 29 September 2025.

2.3.2 After the nominal expiry date of this Agreement it will continue to operate unless it is terminated or replaced in accordance with the Act.

2.3.3 It is agreed that the parties will commence renegotiations for a new Agreement no later than six months prior to the nominal expiry date of the Agreement.

2.4 DEFINITIONS

“Act” means the *Fair Work Act 2009*.

“Agreement” will mean this Agreement.

“Award” means the Health Professionals and Support Services Award 2020.

“Employee” means an employee covered by this Agreement.

“Employer” means SPORTSMED·SA Hospitals Pty Ltd trading as Burnside Hospital Stepney.

“FWC” means the Fair Work Commission.

“Health Support Services” means work covered by the Support Services classifications of the Award up to Level 7, in roles other than roles whose primary purpose is clerical and administrative.

“NES” means National Employment Standards.

“Ordinary rate” and “ordinary rate of pay” mean the rates of pay in Schedule B.

“Union” means Health Services Union SA/NT.

2.5 OBJECTIVES OF THE AGREEMENT

2.5.1 Burnside Hospital Stepney and its staff are committed to the highest quality of service. Service delivery is constantly reviewed to achieve best practice in provision of service to patients/ clients.

2.5.2 The Agreement will enable the parties to develop and implement strategies that are designed to recognise and achieve productivity improvements at the workplace without impairing quality of service, to further improve productivity and enhance job satisfaction, security and remuneration.

2.5.3 The purpose of the Agreement is to achieve a stable Employee relations framework at the enterprise level to assist Burnside Hospital Stepney improve its efficiency, quality of service and business performance.

2.5.4 The Agreement seeks to create an environment whereby Burnside Hospital Stepney can be encouraged to further invest back into its future growth and development which is a critical factor for the medium to long term viability of Burnside Hospital Stepney.

- 2.5.5 The Agreement aims at continually improving communication and cooperation at the workplace level between management and staff. The Agreement recognises the important contribution of staff members to ensuring the Hospital's future.
- 2.5.6 The Agreement commits the enterprise and its workforce to achieve best practice standards in all aspects of the operations of the business.

2.6 NATIONAL EMPLOYMENT STANDARDS (NES)

This Agreement will be read and interpreted in conjunction with the NES. Where there is inconsistency between this Agreement and the NES and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

2.7 EXHIBITION OF AGREEMENT

The Employer will make a copy of it and the NES accessible to all Employees.

3 CONSULTATION AND DISPUTE RESOLUTION

3.1 CONSULTATION AND COMMUNICATION

- 3.1.1 The parties commit to continuing dialogue over the operation of the Agreement and industrial issues in the workplace.
- 3.1.2 It is an accepted principle that effective workplace relationships can only be achieved if appropriate consultation between the industrial parties occurs on a regular basis.
- 3.1.3 The following consultation principles are applicable:
- (a) Consultation involves the sharing of information and the exchange of views between the employer and the persons or bodies that must be consulted and the genuine opportunity for them to contribute to any decision-making process.
 - (b) Employers must consult in good faith.
 - (c) Workplace change that affects a significant number of employees should not be implemented before appropriate consultation has occurred with Union representatives; and
 - (d) Union representatives are to be given the opportunity to adequately consult with the people they represent in the workplace, in relation to any proposed changes that may affect employees' working conditions or services employees provide.

3.2 INTRODUCTION OF CHANGE

- 3.2.1 This Clause applies if the Employer:
- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on Employees; or
 - (b) proposes to introduce a change to the regular roster of ordinary hours of work of Employees.
- 3.2.2 **Major change**
- For a major change referred to in subclause 3.2.1 (a):
- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
 - (b) subclauses 3.2.3 to 3.2.9 to apply.
- 3.2.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term if:
- (a) a relevant Employee/s appoints a representative for the purposes of consultation; and
 - (b) the Employee or Employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.
- 3.2.4 As soon as practicable after making its decision, the Employer must:
- (a) discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Employer is taking to avert or mitigate adverse effect of the change on the Employees and
 - (b) for the purposed of the discussion – provide in writing to the relevant Employees:
 - (i) all relevant information the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.
- 3.2.5 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 3.2.6 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

- 3.2.7 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in subclauses 3.2.2(a) and subclauses 3.2.3 and 3.2.5 are taken not to apply.
- 3.2.8 In this term, a major change is **likely to have a significant effect on Employees** if it results in:
- (a) the termination of the employment of Employees; or
 - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain Employees; or
 - (f) the need to relocate Employees to another workplace; or
 - (g) the restructuring of jobs.
- 3.2.9 **Change to regular roster or ordinary hours of work**
For a change referred to in subclause 3.2.1(b):
- (a) the Employer must notify the relevant Employees of the proposed change; and
 - (b) subclauses 3.2.11 to 3.2.15 to apply.
- 3.2.10 The relevant Employees may appoint a representative for the purposes of the procedure in this subclause if:
- (a) a relevant Employees/s appoints a representative for the purposes of consultation; and
 - (b) the Employee or Employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.
- 3.2.11 As soon as practicable after proposing to introduce the change, the Employer must:
- (a) discuss with the relevant Employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant Employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 3.2.12 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 3.2.13 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 3.2.14 In this subclause **relevant Employees** mean the Employees who may be affected by a change referred to in this subclause.

3.3 DISPUTE RESOLUTION

- 3.3.1 If a dispute relates to:
- (a) a matter arising under the Agreement; or
 - (b) the National Employment Standards.
- this clause sets out the procedures to settle the dispute.
- 3.3.2 In the first instance, the parties to the dispute must attempt to resolve the dispute at the workplace by discussions between the Employee/s and relevant supervisor/s and or management.
- 3.3.3 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedure in this clause.

- 3.3.4 If discussions at the workplace do not resolve the dispute, a party to the dispute may refer the dispute to the Fair Work Commission (FWC).
- 3.3.5 FWC may deal with the dispute in 2 stages:
- (a) the FWC will attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making recommendations; and
 - (b) If the FWC is unable to resolve the dispute at the first stage, it may arbitrate the dispute and make a determination that is binding on the parties.
- Note: if the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.*
- A decision that the FWC makes when arbitrating a dispute is a decision for the purposes of Div. 3 Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*
- 3.3.6 While the parties are trying to resolve the dispute using the procedures in this clause:
- (a) an Employee must continue to perform their work as they would normally unless they has reasonable concern about an imminent risk to their health or safety;
 - (b) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable work health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the Employee to perform; or
 - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.
- 3.3.7 The parties to the dispute agree to be bound by a decision by the FWC in accordance with this clause.

3.4 INDIVIDUAL FLEXIBILITY AGREEMENTS

- 3.4.1 The Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the Agreement if:
- (a) the Agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances; and
 - (v) leave loading.
 - (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the Employer and Employee.
- 3.4.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 3.4.3 The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the Employer and Employee; and
 - (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and

- (iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 3.4.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 3.4.5 The Employer or Employee may terminate the individual flexibility arrangement:
 - (a) by giving 28 days written notice to the other party to the arrangement; or
 - (b) if the Employer and Employee agree in writing – at any time.

3.5 RECOGNITION OF WORKSITE REPRESENTATIVES

- 3.5.1 An employee elected as a Union Worksite Representative will, upon notification to the employer, be recognised as an accredited representative of the Union. An accredited Worksite Representative is allowed reasonable time during working hours to interview and/or meet with the employer or the employers' representative on industrial matters affecting employees whom they represent.
- 3.5.2 Subject to the prior approval of the employer, a Worksite Representative shall be allowed at a place designated by the employer a reasonable period of time during working hours to interview a duly accredited official from the Union in accordance with Part 3-4 of the Act.

3.6 EMPLOYEE REPRESENTATION

- 3.6.1 Each employee shall be accorded by the employer with a right to the representation of their choice in connection with performance and disciplinary procedures, resolution of workplace disputes and grievances and under the dispute settlement procedure referred to in clause 2.3.
- 3.6.2 The employer will for the purposes of this clause recognise as an HSU representative each employee notified in writing to it by the HSU as an accredited work site representative but representation by the HSU on behalf of a relevant employee is not limited to representation by an accredited worksite representative.
- 3.6.3 The employer will make provision for accredited worksite representatives to devote reasonable working time to:
 - (a) involvement in the representation at the workplace level of relevant employees in respect of performance and disciplinary procedures, workplace disputes and grievances; and
 - (b) participation in external dispute settlement procedures on behalf of relevant employees.
- 3.6.4 For the purpose of this clause "relevant employees" will mean those employees who have chosen the Union or an accredited worksite representative to represent them.

3.7 TRADE UNION TRAINING LEAVE

- 3.7.1 One (1) employee, who is a member of the Union and elected as a Worksite Representative, shall be allowed five (5) full days per year, cumulative to a maximum of 10 days, to attend Trade Union Training. Leave is provided on a pro rata basis to part-time employees.
- 3.7.2 Fourteen days' notice must be given to the employer.
- 3.7.3 All applications for leave must be made in writing detailing:
 - (a) the name of the employee seeking leave;
 - (b) period of time for which leave is sought;
 - (c) title and description; and
 - (d) the place or places where the said course will be held.

- 3.7.4 Leave of absence granted pursuant to this clause, shall count as service for all purposes of this Agreement.
- 3.7.5 Any days or hours taken for such training will be paid at the rate the employee would have received for attendance at work.
- 3.7.6 All expenses (such as travel, accommodation, and meals) associated with or incurred by the employee attending a training course as provided in this clause shall be the responsibility of the employee or the Union.
- 3.7.7 An employee may be required to satisfy the employer of attendance at the course to qualify for payment of leave.

4 EMPLOYMENT RELATIONSHIP

4.1 TYPES OF EMPLOYMENT

Employment categories

Employees under this Agreement will be employed in one of the following categories:

- (a) full time; or
- (b) part time; or
- (c) casual.

At the time of engagement an Employer will inform each Employee whether they are employed on a full time, part time or casual basis.

4.2 FULL-TIME EMPLOYMENT

A **full-time** Employee is an Employee who is engaged to work 75 hours per fortnight.

4.3 PART-TIME EMPLOYMENT

- 4.3.1 A **part-time** Employee is an Employee who is engaged to work less than the full-time hours and whose hours/pattern of work are reasonably predictable.
- 4.3.2 Before commencing part time employment, the Employee and the Employer will agree upon the hours to be worked by the Employee and the rostering arrangements which will apply to those hours.
- 4.3.3 The terms of this Agreement will apply on a pro-rata basis to part time Employees on the basis that the ordinary fortnightly hours for full time Employees are 75.
- 4.3.4 Employees may work reasonable additional hours and/or vary their pattern of work by mutual agreement with the Employer; however, these additional hours/changes to the pattern of work will not be considered a permanent allocation.

4.4 CASUAL EMPLOYMENT

- 4.4.1 A **casual Employee** is one who does not work regular or predictable hours but may be required to relieve other Employees during leaves of absence. There is no guarantee on ongoing employment.
- 4.4.2 A casual Employee will be paid the hourly rate as defined for the work performed plus a loading of 25% for ordinary working hours.
- 4.4.3 A casual Employee is not entitled to paid annual leave, paid personal/carer's leave, paid compassionate leave, payment for absence on a public holiday, payment in lieu of notice of termination or redundancy pay.
- 4.4.4 A casual Employee will be paid shift allowances calculated on the ordinary rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.

4.5 RIGHT TO CASUAL CONVERSION

A Casual Employee's right to request casual conversion and entitlement to be offered casual conversion are provided by the NES.

4.6 RANGE OF DUTIES/SKILLS – MULTI SKILLING

- 4.6.1
 - (a) The Employee will, at the direction of the Employer carry out such duties as are within the limits of the Employee's skills, competence and training, provided that such duties are not designed to promote deskilling; and
 - (b) The Employer may direct the Employee to carry out such duties and use such equipment as may be required provided that the Employee has been properly trained in the use of such equipment.
- 4.6.2 The Employer may require the Employee to work in more than one area of expertise. This may involve the Employee undertaking some combination of functions.
- 4.6.3 Where the Employer directs the Employee to carry out duties in another area the Employee may advise of their lack of experience or expertise in the area, then the Employer will have regard to the Employee's advice.

4.6.4 All Employees are required to teach work skills and procedures to other Employees as and when required.

4.7 TERMINATION OF EMPLOYMENT

4.7.1 Notice specifying day of termination

- (a) An Employer must not terminate an Employee's employment unless the Employer has given the Employee written notice of the day of the termination (which cannot be before the day the notice is given).

4.7.2 Minimum notice period required by the Employer

Period of continuous service	Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (a) In addition to the notice in 4.9.2, Employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service are entitled to additional notice of one week.
- (b) The period of notice in this clause does not apply in the case of:
- (i) dismissal for serious misconducts;
 - (ii) casual Employees;
 - (iii) Employees engaged for a specific period of time for a specific task/s;
 - (iv) an Employee other than an apprentice to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement.

4.7.3 Payment in lieu

- (a) Payment at the full rate of pay in lieu of the notice prescribed in clause 4.7.2 must be made if the appropriate notice period is not given or to the employer does not require it be worked. Employment may be terminated by part of the period of notice specified and part payment in lieu.
- (b) In calculating any payment in lieu of notice the Employer must pay the wages an Employee would have received in respect of the ordinary time the Employee would have worked during the period of notice had the Employee's employment not been terminated.
- (c) If an Employer makes payment in lieu for all or any of the period of notice prescribed, the period for which such payment is made must be treated as service with the Employer for the purposes of computing any service related entitlement of the Employee.

4.7.4 Notice of termination by Employee

- (a) The notice of termination required to be given by an Employee is the same as that required of an Employer except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.
- (b) If an Employee who is at least 18 years old fails to give the required notice, an amount equal to the wages for the lesser of the period of notice not given or one week becomes a debt owing to the Employer. By agreement, the Employee may repay the amount owing to the Employer. The Employee may agree in writing that the amount owing to the Employer may be deducted from any monies or entitlements owed to the Employee. If agreement is not reached on repayment, the Employer may initiate proceedings to recover the amounts by lawful means.

4.8 REDUNDANCY

Redundancy provisions will be in accordance with section 119 of the Act (National Employment Standards).

5 CLASSIFICATIONS, WAGES AND RELATED MATTERS

5.1 CLASSIFICATIONS

- 5.1.1 All Employees covered by this Agreement will be classified according to the structure set out in Schedule A and paid according to the Wage structure set out in Schedule B.
- 5.1.2 Employees will be advised in writing of their classification on appointment and of any changes to their classification during their employment.
- 5.1.3 The classification by the Employer will be according to the skill level or levels required to be exercised by the Employee to carry out the principal functions of the employment as determined by the Employer.

5.2 WAGES

All Employees covered by this Agreement will be paid according to the structure set out in Schedule B and their Classification specified in their employment Agreement.

5.2.1 Payment of Wages

- (a) Wages will be paid fortnightly by Electronic Funds Transfer, as determined by the Employer, into the Bank or Financial Institution account nominated by the Employee.
- (b) When notice of termination has been given by an Employee or an Employee's services have been terminated by the Employer, payment of all wages and other monies owing to an Employee will be made to the Employee.

5.2.2 Conversion of wages to hourly rates

Where for the purpose of any provision of this Agreement, it is necessary to convert wages into an hourly rate, it will in every instance, be ascertained by dividing the weekly rate by 37.5.

5.3 WAGE INCREASES

- 5.3.1 Wage increases provided by this Agreement are detailed in Schedule B. These incorporate:
 - (a) 4.5 % from first pay period commencing on or after 1 October 2023.
 - (b) 3 % first pay period commencing on or after 1 July 2024.
 - (c) Flat amount increase to the value of 1% of the level 5 rate to all classifications from first pay period commencing on or after 1 July 2025.
- 5.3.2 Under section 206 of the Act, the ordinary rates of pay in Schedule B of this Agreement must be adjusted as necessary to ensure that they are not less than the base rate of pay under the Award, with the same operative date as the Award base rate adjustments. The wage increases under clauses 5.3.1(a) and 5.3.1(b) - for July 2024 and July 2025 – coincide with the Annual Wage Case but will be applied after any adjustments to the Schedule B rates that were required to bring them up to award base rates of pay before the relevant Agreement increases. If this occurs, the relevant rates for 2024 and 2025 may be higher than those listed in Schedule B.
- 5.3.3 There will be no other wage increases sought during the life of this Agreement.

5.4. INCREMENTAL PROGRESSION

- 5.4.1 A full time, casual or part time Employee will, subject to attaining and maintaining satisfactory performance, progress through the classification system in the manner set out in this clause.
- 5.4.2 An employee who is classified at Level 1 will progress to Level 2 when they have attained three months' work experience in the industry.
- 5.4.3 An employee will progress from Level 2 to Level 3, and from Level 3 to Level 4, if they meet the requirements of the classification descriptors:
 - (a) for full-time employees – by annual movement; or
 - (b) for part-time or casual employees – after 1820 hours of experience at the preceding Level,
- 5.4.4 A CSSD employee will progress to Level 5 if they meet the requirements of the classification:
 - (a) for full-time employees – by annual movement; or
 - (b) for part-time or casual employees – after 1820 hours of similar experience at the preceding Level,

5.4.5 There is no incremental progression to Level 5 for other than CSSD employees, or beyond Level 5 for any employee. Classification at Levels 5, 6 and 7 will occur on appointment to a role meeting the criteria in Schedule A.

5.4.6 **Classification Transition**

- (a) On commencement of the Agreement, an employee at Levels 1-4 who has already completed at least the minimum period of service in their current level to qualify for progression to the next level (under clause 5.4.3) and who meets the other classification criteria, will be advanced to the next level effective from the first pay period commencing on or after 1 October 2023 as follows:
 - (i) Employees at Level 1 will move to Level 2 if they have already completed at least three calendar months continuous service.
 - (ii) Employees at Level 2 will move to Level 3 if they have completed twelve months or 1820 hours at Level 2.
 - (iii) Employees at Level 3 will move to Level 4 if they have completed twelve months or 1820 hours at Level 3.
 - (iv) CSSD employees at Level 4 will move to Level 5 if they have completed twelve months or 1820 hours at Level 4.
- (b) This clause will not operate to result in a reclassification more than one level higher than an employee's current classification. The period of service required for progression to subsequent levels for employees reclassified under this clause will be calculated from the first pay period commencing on or after 1 October 2023.
- (c) Existing CSSD Team Leaders will remain classified at Level 5 with the title to revert to Technician. An In-charge allowance to be paid to an employee when they are fulfilling a team leader role for the shift.

5.5 ALLOWANCES

5.5.1 Uniforms and shoes

- (i) Uniforms will be provided to staff in accordance with the Uniform policy.
- (ii) A Uniform and Personal Presentation Policy is in place that clarifies Employee's responsibility to wear clothing that is suitable to carry out their duties.
- (iii) The Employer will not apply a laundry allowance.
- (iv) Uniforms purchased and paid by Employees will remain the property of Employees.
- (v) Where the employment of an Employee is terminated and the Employer has provided uniforms, free of charge, the Employee must return such articles in good order and condition (reasonable wear and tear excepted).
- (vi) If an Employee fails to return such articles as provided in 5.5.3(a) an amount of \$50 for each item of uniform not returned will be a debt owing to the employer, which may be repaid by the employee, or - if it is not repaid – the employer may initiate proceedings to recover the amount by lawful means . .
- (vii) *Catering and maintenance employees – shoe allowance*

An employee engaged in maintenance or catering/kitchen duties who provides receipts for the purchase of safety-rated footwear is entitled to be reimbursed up to the amount in Schedule C in any 12-month period.

5.5.2 Higher Duties

(a) *Catering Assistant*

An Employee, who is assigned to Chef duties, will be paid at Level 5 for all time worked as a Chef.

(b) *Other Employees*

- (i) Where an Employee is instructed to perform tasks and responsibilities deemed by their Manager to be above and outside of the scope of their usual responsibilities they will be paid at the next highest level up to a maximum of Level 5 while directly engaged in these duties.
- (ii) An Employee, who is required to perform all the duties of a manager for a period of five (5) continuous days or more, will be paid at Level 7 for the time worked in the position.

5.5.3 CSSD In charge allowance

A CSSD technician who performs the role of team leader on a shift will be paid an in charge allowance for that shift in accordance with Schedule C.

5.5.4 On-call allowances

- (a) CSSD Employees who have gained sufficient knowledge and experience in their role may be required to participate in an on-call roster. The applicable on call roster rates for each 24-hour period or part thereof are outlined in Schedule C. An employee is entitled to only one payment of on call allowance in each 24 hours period of being on call.
- (b) Employees required to use a private vehicle to attend work when on-call, will be reimbursed at the rate in Schedule C.

5.5.5 Overtime meal allowance

- (a) Where an employee is required to work overtime:
 - (i) for more than three hours immediately before the commencement of a rostered shift; or
 - (ii) for more than one hour immediately after the completion of a rostered shift; or
 - (iii) in the case of a shiftworker when the overtime work on any shift exceeds one hour,the employee is entitled to a meal allowance as set out in Schedule C. Where overtime work exceeds 4 hours, a further meal allowance will be paid.
- (b) The meal allowance is not payable if:
 - (i) the employee is given notice at least 24 hours in advance of the requirement to work overtime, or
 - (ii) the employer provides a suitable meal to the employee.

5.6 EMPLOYEE ASSISTANCE PROGRAMS

5.6.1 Counseling

Assistance is available to Employees who have concerns about work issues such as:

- Work related pressures
- Conflict management
- Performance issues
- Critical incident debriefing

5.6.2 Child Care

A childcare benefit of \$10 per shift worked of 6 hours or more will be paid to Employees who can provide evidence that they have a child who attends a childcare facility and that child is under 5 years of age.

- (a) To be eligible staff must complete an application form and attach the following evidence:
 - a copy of the birth certificate of the child; and
 - evidence of child enrolled in childcare.
- (b) Notwithstanding that an Employee has more than one child under the age of five, a maximum of \$10 per shift will be paid.
- (c) A shift will be any shift of 6 or more hour's duration,
- (d) Taxation on the childcare benefit will be calculated in accordance with current legislation.

5.6.3 Car Parking

The Employer will as far as is reasonably practicable, endeavour to provide car parking for Employees, at no charge.

5.6.4 Mandatory training and competencies

- (a) The Employer will determine the type of training to be deemed to be mandatory and may include on-line, face to face, practical or other.

- (b) Employees may access up to 4 hours of competency time per calendar year and shall be paid at their ordinary rate of pay for the duration of the training. If the Employer determines that an Employee requires in excess of 4 hours mandatory training, the Employer agrees to allow the Employee access to further ordinary time to complete the mandatory training, with no reduction in the Employee's remuneration.
- (c) The Employer will provide assistance to staff with approved study courses and training programs. Employees may apply to their manager for funding assistance. The allocation of funding will be on a discretionary basis and will reflect the priorities of the hospital, the number of applications and the nature of assistance sought.

5.6.5 Vaccination and influenza

Employer-authorized vaccinations and follow ups will be provided free of charge.

5.7 SUPERANNUATION

Superannuation legislation

The federal superannuation guarantee legislation sets out the Employer's superannuation contribution requirements.

The Employer's default fund is HESTA, which complies with the MySuper requirements in the Act. The Employer will only make contributions into its default fund on behalf of an employee in circumstances permitted by the legislation.

5.8 SALARY SACRIFICE ARRANGEMENTS

Employees may sacrifice their salary towards superannuation and other items as specified by the relevant legislation. The employer will review this clause if the legislation relating to salary sacrifice changes at any time during the life of this Agreement.

6 HOURS OF WORK, SHIFT WORK, MEAL BREAKS AND OVERTIME

6.1 ORDINARY HOURS OF WORK

6.1.1 *Limit of Ordinary Hours and Averaging of Hours*

- (a) An Employee's average weekly ordinary hours must not exceed an average of 75 hours for a full-time Employee, and for a part-time Employee, the lesser of 75 hours and the Employee's agreed ordinary hours of work in a fortnight.
- (b) The minimum engagement for mandatory training purposes will be 2 hours. The minimum ordinary hour shift length for all other shifts is three hours.

6.1.2 *Span of Ordinary Hours – Day Work*

- (a) An Employee under this Agreement may be required to perform either Day Work or Shift Work.
- (b) The ordinary hours of work for Day Work will be worked between 6.00 am and 6.00 pm Monday to Friday.

6.1.3 *Arrangement of Ordinary Hours*

- (a) An Employee's ordinary hours of work will be worked:
 - (i) in a fortnight of 10 shifts, each of which does not exceed 7.5 hours; or
 - (ii) by agreement, in a four-week period of no more than 20 shifts.
- (b) By agreement, the ordinary hours may be worked up to 10 hours per shift.
- (c) Except for meal breaks and for an additional break if required, the ordinary hours of work for Employees will be continuous.

6.1.4 *Swapping or changing ordinary hours*

- (a) With the approval of the employer, employees may swap or change their ordinary rostered hours with another employee, or to another time of the day or another day as may suit the employee for that instance.
- (b) Where the swapping of ordinary hours under subclause (a), or changing of hours by mutual agreement, adds to a part-time employee's ordinary hours of work, any additional hours worked will be paid at the Ordinary Rate of Pay plus the appropriate shift penalty.
- (c) Notwithstanding subclause (b), where a part-time employee's hours worked exceed the ordinary hours for a full-time employee, those excess hours will be paid as overtime at overtime rates.

6.1.5 *Rosters*

- (a) The ordinary hours of work for each employee will be displayed on a fortnightly roster in a place conveniently accessible to employees. The roster will be posted at least two weeks before the commencement of the roster period.
- (b) An employee will not be rostered to work on more than six consecutive shifts unless there is mutual agreement.
- (c) Wherever practicable the employee will be rostered off-duty for at least two consecutive days during each two-week period.
- (d) The Employer will consult with the Employee regarding the composition of the roster and where possible will endeavour to accommodate the requirements of the Employee.

6.1.6 *Variation of rosters*

- (a) The roster may be altered by the employer providing seven days' notice of the change.
- (b) The roster may be altered at any other time by mutual agreement.
- (c) Unless the employer otherwise agrees, an employee desiring a roster change will give 7 days' notice except where the employee is ill or in an emergency.
- (d) Employees may be offered additional ordinary hours shifts to their contracted hours of work from time to time, which reflect the changing needs of the hospital.

- (i) Additional shifts shall be worked and rostered by mutual agreement. These shall be recorded in writing.
- (ii) An Employee must not be offered an additional shift unless there will be at least an 8-hour break without loss of ordinary time pay between the conclusion of the previous shift and the commencement of the next rostered shift or the commencement of the additional shift.
- (e) If a rostered additional shift is cancelled by the employer without the required notice period being given the employee shall be entitled to a minimum of three hours payment. The required notice period for the cancellation of a shift will be:
 - (i) for an Ordinary shift, by 8.30 pm the day before; and
 - (ii) for a late shift, three hours before the shift begins.
- (f) Where the Employer asks a permanent Employee to change a rostered afternoon shift to an Ordinary shift with less than 24 hours' notice of the commencement of the shift, the payment for the shift worked will be at afternoon rates.

6.2 SHIFT WORK

3.6.1 **Definitions**

- (a) *Ordinary shift* means a rostered shift commencing not earlier than 6:00 am.
- (b) *Afternoon shift* means a shift that finishes after 6.00 pm on the day of the shift.
- (c) *Night shift* means a shift that commences between 6.00 pm and 6.00 am.

3.6.2 **Penalty rates**

Employees are to be paid the following penalty rates:

- (a) For all ordinary time worked on afternoon shift Monday to Friday inclusive: 15%.
- (b) For all ordinary time worked on night shift Monday to Friday inclusive: 17%.
- (c) For all ordinary time worked on Saturday or Sunday: 50%.

The penalty rates in this clause are not cumulative. For any shift, the Employee will be paid the higher applicable penalty rate, but not both.

6.3 OVERTIME

6.3.1 **Reasonable Overtime**

- (a) Subject to sub-clause (b), the employer may require an employee to work reasonable overtime at the overtime rates set out in this clause.
- (b) 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 have regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and
 - (v) any other relevant matter

6.3.2 All employees are paid at overtime rates for any authorised work:

- (a) in excess of the limits of ordinary hours in clause 6.1.1; or
- (b) by a day worker outside the span of hours in clause 6.1.2(b);

- (c) in excess of 10 hours on any shift; or
- (d) by a part-time employee outside their agreed ordinary hours including any variations agreed.

An employee who is recalled to work overtime after leaving the employer's premises will be paid for a minimum of 2 hours' work at the appropriate overtime rate.

All overtime must be approved in advance by an authorised officer.

6.3.3 The overtime rates are as follows:

- (a) Overtime worked on Monday to Saturday inclusive, is paid at the rate of 150% for the first two hours, and 200% thereafter until the completion of the overtime worked.
- (b) Overtime worked on a Sunday, is paid at the rate of 200% for all time worked.
- (c) Overtime worked on a Public Holiday will be paid at the public holiday rates in clause 7.8.

6.3.4 **Calculation of overtime payments**

- (a) The overtime penalty calculations for a permanent employee are to be based on the Ordinary Rate of Pay in Schedule 1.
- (b) The overtime penalty calculations for a casual employee will be based on the casual rate of pay including the casual loading, so that:
 - (i) where time and a half is applicable the rate of pay will be 187.5% of the Ordinary Rate of Pay in Schedule 1.
 - (ii) where double time is applicable the rate of pay will be 250% of the Ordinary Rate of Pay in Schedule 1.
- (c) In computing overtime payments, each day's work will stand alone.

6.3.5 **Rest break after overtime**

- (a) An employee working overtime is entitled to 10 consecutive hours off duty between the termination of work on one day and the commencement of work on the next day, without loss of pay for ordinary hours. By mutual agreement, this period may be reduced to 8 hours.
- (b) If, on the instructions of the employer, an employee referred to in subclause (a) does not receive 10 (or 8) consecutive hours off duty, the employee must be paid as follows:
 - (i) for a full-time or part-time employee—at a rate of 200% of the minimum hourly rate applicable to their classification and pay point until being released from duty; and
 - (ii) for a casual employee—at a rate of 250% of the minimum hourly rate applicable to their classification and pay point until being released from duty.

6.3.6 **Paid rest break during overtime**

An employee working overtime will be entitled to a paid rest break of 20 minutes after each 4 hours of overtime worked if required to continue work after the break.

6.3.7 **Time off in Lieu of Overtime**

- (a) An Employee and the Employer may agree in writing to the Employee taking time off instead of being paid for a particular amount of overtime that has been worked by the Employee.
- (b) Any amount of overtime that has been worked by an Employee in a particular pay period and that is to be taken as time off instead of the Employee being paid for it must be the subject of a separate agreement.
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that the Employer and Employee agree that the Employee may take time off instead of being paid for the overtime;

- (iii) that, if the Employee requests at any time, the Employer must pay the Employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (iv) that any payment mentioned in subparagraph (iii) must be made in the next pay period following the request.
- (d) The period of time off that an Employee is entitled to take is the same as the number of overtime hours worked.
- (e) Time off must be taken:
 - (i) within the period of six months after the overtime is worked; and
 - (ii) at a time or times within that period of six months agreed by the Employee and Employer.
- (f) If the Employee requests at any time, to be paid for overtime covered by an agreement under this clause but not taken as time off, the Employer must pay the Employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (g) If time off for overtime that has been worked is not taken within the period of six months mentioned in paragraph (e), the Employer must pay the Employee for the overtime, in the next pay period following those six months, at the overtime rate applicable to the overtime when worked.
- (h) The Employer must keep a copy of any agreement as an Employee record.
- (i) The Employer must not exert undue influence or undue pressure on an Employee in relation to a decision by the Employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) If, on the termination of the Employee's employment, time off for overtime worked by the Employee to which the clause applies has not been taken, the Employer must pay the Employee for the overtime at the overtime rate applicable to the overtime when worked.

6.4 BREAKS

6.4.1 *Unpaid meal breaks*

- (a) An employee who works in excess of 5 hours will be entitled to an unpaid meal break of 30 to 60 minutes.
- (b) The time of taking the meal break may be varied by agreement between the employer and employee.
- (c) An employee who works not more than 6 hours may elect to forgo the meal break, with the consent of the employer.

6.4.2 *Paid tea breaks*

- (a) Every employee will be entitled to a paid 10-minute tea break in each 4 hours worked at a time to be agreed between the employer and employee.
- (b) Subject to agreement between the employer and employee, such breaks may be taken as one 20-minute tea break.
- (c) Tea breaks will be counted as time worked.

6.5 REQUEST FOR FLEXIBLE WORKING ARRANGEMENTS

Requests for flexible working arrangements shall be managed in accordance with the NES.

7 TYPES OF LEAVE AND PUBLIC HOLIDAYS

7.1 ANNUAL LEAVE

Note: for the purpose of this clause, “*low occupancy or low activity*” means periods throughout the year where patient occupancy or clinical activity is reduced to a level that significantly impacts on required staffing levels such that it prevents Burnside Hospital Stepney from fully utilising the staff rostered to work usual duties in the affected areas.

7.1.1 Entitlement to Annual Leave

- (a) Annual leave accrues progressively according to ordinary hours.
- (b) An Employee (other than a casual) who works between Monday and Saturday inclusive will be entitled to four weeks leave for each year of service..
- (c) For the purpose of the NES a shiftworker is an Employee who:
 - (i) is regularly rostered to work Sundays and public holidays; or
 - (ii) is rostered on a 6-day or 7-day roster and works on at least 10 weekends per year of service.
 Such an Employee (other than a casual) will be entitled to five weeks annual leave per year of service..

7.1.2 Annual leave exclusive of public holidays

If a period during which an Employee takes annual leave includes a day or part day that is a public holiday, the Employee is taken not to be on annual leave on that public holiday.

7.1.3 Time and taking of annual leave

- (a) Paid annual leave may be taken at a time agreed between the Employer and the Employee
- (b) **Low occupancy and or low activity**
 - (i) during periods of low occupancy or low activity the Employer will ask for volunteers to take annual leave. Where there are insufficient volunteers willing to take leave, the Employer will:
 - identify the target number of annual leave days to be taken; and
 - consult and negotiate with Employees in order to find sufficient volunteers to take annual leave.
 - (ii) if there are still insufficient volunteers, the Employer will direct Employees to take annual leave where that requirement is reasonable. Where this occurs, Employees will be given two (2) weeks’ notice.
 - (iii) the Employer will not direct an Employee to take leave under this provision if the Employee has insufficient accrued annual leave to cover both the period they are directed to take and any future period of annual leave that has already been approved.
 - (iv) an Employee will not be directed to take more than five (5) days annual leave per year under this provision.
- (c) **Excessive leave accruals**
 - (i) an Employee has an excessive leave accrual if the Employee has accrued more than eight (8) weeks paid annual leave.
 - (ii) If an Employee has an excessive leave accrual, the Employer or the Employee may seek to confer with the other and genuinely try to reach agreement
- (d) **Direction by Employer that leave be taken**
 - (i) if the Employer has genuinely tried to reach agreement with an Employee but agreement is not reached, the Employer may direct the Employee in writing to take one or more periods of paid annual leave. Such a direction must not:
 - result at any time in the Employee’s remaining accrued entitlement to paid annual leave being less than 4 weeks when any other paid annual leave arrangements are taken into account; or
 - require the Employee to take any period of paid annual leave of less than 1 week; or
 - require the Employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; or
 - be inconsistent with any leave arrangement agreed by the Employer and the Employee.

- (ii) An Employee to whom a direction has been given under paragraph (i) may request to take a period of paid annual leave as if the direction had not been given. If an alternative period of leave is agreed, the direction may cease to have effect.

(e) **Request by Employee for leave**

- (i) if an Employee has genuinely tried to reach agreement with the Employer but agreement is not reached, the Employee may take one or more periods of paid annual leave by giving a written notice to the Employer.
- (ii) however, an Employee may only give notice to the Employer under this clause if:
 - the Employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - the Employee has not been given a direction under clause 7.1.4 (d).
- (iii) A notice given by an Employee under this clause must not:
 - if granted, result in the Employee's remaining accrued entitlement to paid annual leave being at any time less than 4 weeks when any other paid annual leave arrangements are taken into account; or
 - provide for the Employee to take any period of paid annual leave of less than 1 week; or
 - be for a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - be inconsistent with any other leave arrangement agreed by the Employer and the Employee.
- (iv) an Employee is not entitled to request by a notice under paragraph (h) (i) more than 6 weeks paid annual leave in any period of 12 months.

7.1.4 Payment for annual leave

- (a) The Employee will be paid the amount of wages they would have received in respect of ordinary time worked had they not been on leave during that period;
- (b) The payment for annual leave will be made at the completion of the work cycle by Electronic Funds Transfer unless requested by the Employee and agreed by the Employer to pay at the commencement of the leave.

7.1.5 Annual leave loading

An Employee is also entitled to payment of a leave loading at a fixed rate of 17.5%.

7.1.6 Illness on annual leave

If an Employee becomes ill during annual leave, their annual leave entitlement may be reinstated provided that they:

- (a) provide evidence to support that they were not fit for work because of a personal illness or personal injury affecting them whilst they were on paid annual leave; or
- (b) they provide evidence to support that they were providing care or support to a member of their immediate family or a member of their household who required care or support because of a personal illness or injury or an emergency affecting the member; and
- (c) the Employee has sufficient personal/carers leave entitlements for the period of illness.

7.1.7 Cashing out annual leave

An Employee may request, and the employer may agree, that the employee cash out some of their annual leave in lieu of taking such leave. A condition of cashing out leave is that the Employee may only cash out 2 weeks annual leave in each 12-month period and by such approval the remaining annual leave entitlement is not less than 4 weeks. A request and agreement to cash out annual leave must be in writing.

7.1.8 Payment of annual leave on termination

On the termination of their employment, an Employee (other than a casual) will be paid their untaken annual leave and any pro rata leave.

7.2 PERSONAL LEAVE (sick leave and carer's leave)

The provisions of this clause apply to full-time and part-time Employees (on a pro rata basis) but do not apply to casual Employees.

7.2.1 Definitions

The term **immediate family** means:

- (a) A spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee: or
- (b) A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.

7.2.2 Entitlement to paid personal leave

- (a) An Employee is entitled to 10 days of paid personal/carers leave per annum which accrues progressively according to the employee's ordinary hours.
- (b) An Employee's personal leave accumulates from year to year and any personal leave taken by the Employee is deducted from the Employee's personal leave credit.

7.2.3 Taking paid personal leave

An Employee may take paid personal leave if the leave is taken:

- (a) because the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee: or
- (b) to provide care or support to a member of the Employee's immediate family or household who are sick and require care and support or who require care due to an unexpected emergency affecting the member.

7.2.4 Personal leave and public holidays

If the period during which an Employee takes paid personal leave includes a day or part day that is a public holiday, the Employee is taken not to be on paid personal leave on that public holiday.

7.2.5 Payment for paid personal leave

If, in accordance with this clause and the notice and evidence requirements, an Employee takes a period of paid personal leave, the Employer must pay the Employee at the Employee's ordinary rate of pay for the Employee's ordinary hours of work in the period.

7.2.6 Employee must give notice

- (a) The Employee must, as soon as reasonably practicable (which may be a time after the leave has started) inform their manager (or their delegate, such as the Hospital Coordinator) of their inability to attend for duty and as far as practicable state the nature of the injury, illness or emergency and the estimated duration of the absence. .
- (b) When taking leave to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, the notice must include:
 - Notice prior to (if practicable) the absence of the intention to take leave;
 - The name of the person requiring care and support and their relationship to the Employee;
 - The reasons for taking such leave; and
 - The estimated length of absence.

7.2.7 Evidence supporting claim

- (a) Employees will be allowed three (3) single personal leave days in any one calendar year without the need to provide evidence of illness.
- (b) With the exception of clause 7.2.7 (a), when taking personal leave, the Employee must, if required by the Employer, establish by production of a medical certificate or approved statutory declaration evidence that the Employee was unable to work because of injury or personal illness or for family reasons.
- (c) A statutory declaration will not be accepted before or after a public holiday, weekend, approved day off, for absences of two (2) or more consecutive days or where an Employee does not have any paid personal leave remaining.

7.2.8 Unpaid carer's leave

An Employee, having met the notice and evidence requirements, is entitled to 2 days of unpaid carer's leave for each occasion when a member of their immediate family or a member of their household requires care or support due to a personal illness or injury or an unexpected emergency affecting the member. The unpaid leave may be taken as a continuous period of up to 2 days or any separate periods as agreed between the Employer and Employee.

The Employee cannot take unpaid carer's leave if the Employee has paid personal leave entitlements.

7.3 COMPASSIONATE LEAVE

Compassionate leave is provided for in the NES.

7.4 COMMUNITY SERVICE LEAVE

An Employee who engages in an eligible community service is entitled to be absent from their employment in accordance with the NES.

7.5 PARENTAL LEAVE

7.5.1 Entitlement to Unpaid Parental Leave

An Employee is entitled to parental leave in accordance with the NES.

7.5.2 Paid Parental and Adoption Leave

- (a) An Employee who is not a casual Employee and is the primary caregiver of the child and has completed 12 months continuous service prior to the expected date of birth is eligible to apply for 3 weeks paid parental leave.
- (b) An Employee who is not a casual Employee and is the primary caregiver of the child and has completed 12 months continuous service before the date of taking custody of an adopted child is eligible to apply for 3 weeks paid adoption leave.
- (c) Paid parental or paid adoption leave will be paid in fortnightly instalments upon commencement of unpaid parental leave on a pro rata basis and calculated and paid at the Employee's ordinary rate of pay averaged over the last six (6) month period prior to the Employee commencing the leave.
- (d) Paid parental leave and paid adoption leave is granted to an Employee on the following conditions: -
 - Unless additional leave is sought and granted, a combination of paid and unpaid leave must not exceed 52 weeks in the first 12 months following birth or adoption.
 - It is to be paid at an Employee's ordinary rate of pay (i.e. no shift or public holiday penalties or allowances).
 - Part-time Employees are entitled to the same provisions as full-time Employees on a pro-rata basis according to their contracted hours.
- (e) If both parents are members of an Employee couple and above clauses apply, then only the primary caregiver will be entitled to payment under this clause.

7.6 FAMILY AND DOMESTIC VIOLENCE LEAVE

Family and Domestic Violence Leave is provided for in the NES.

7.7 OTHER LEAVE

7.7.1 Special leave

The Director of Nursing & Clinical Services or delegate may authorise any reasonable request for paid or unpaid leave including parental, special leave and other leave in addition to personal leave allocations, subject to being satisfied that any request is legitimate prior to granting approval and any potential impact on the activities of the Employer.

7.7.2 Long Service Leave

Long Service Leave is in accordance with the Long Service Leave Act 1987.

7.8 PUBLIC HOLIDAYS

The following are public holidays for the purpose of this Agreement:

- New Year's Eve from 7.00 pm to midnight
- New Year's Day
- Australia Day
- Good Friday
- the day after Good Friday (only if worked)
- Easter Monday;
- Anzac Day
- Adelaide Cup Day
- King's Birthday
- Labour Day
- Christmas Eve from 7.00 pm to midnight
- Christmas Day
- Proclamation Day

and any other day or part day which by proclamation or Act of Parliament may be declared a public holiday or any other day or part day which may be substituted for any such day.

7.8.1 Rosters and payment for public holidays

- (a) Employees are entitled to be absent from work on a public holiday, subject to this clause.
- (b) The Employer may request the Employee to work on a public holiday. An Employee may refuse the Employer's request to work on a public holiday if the request is not reasonable or the refusal is reasonable in accordance with the NES.
- (c) An Employee (other than a casual) who is not required to work on a public holiday in accordance with this clause and who usually works on that day will be paid at the ordinary rate of pay for such public holidays as if the Employee had actually worked their normal number of ordinary hours on that day.
- (d) For the purpose of - but without limiting - subclause (c), the term 'usually works' is satisfied if such an Employee has, over the six (6) pay periods immediately prior to the public holiday in question, been rostered for work or taken leave on at least six (6) of the relevant days on which the public holiday falls.
- (e) An employee required to work on a public holiday will be paid 250% of the ordinary rate of pay applicable to their classification and pay point for all time worked..

7.8.2 Casual Employees

A casual employee required to work on a public holiday will be paid 250% of the ordinary rate of pay applicable to their classification and pay point for all time worked plus the casual loading (i.e. a total of 275%).

7.8.3 Christmas Day falling on a Saturday or Sunday

These payments are in substitution of other penalties that would normally apply.

- (a) This clause applies when Christmas Day falls on a Saturday or Sunday AND a substitute public holiday has been proclaimed.
- (b) An Employee who works on 25 December and or on the proclaimed substitute public holiday shall be paid at the rates in clause 7.8 for all time worked on those days. This payment is in substitution of other penalties that would usually apply to Saturday or Sunday work.

7.8.4 The rates payable under this clause are in substitution for and not cumulative upon the shift work penalties in this Agreement.

8 SAFETY AND WELLBEING

8.1 ANTI-BULLYING

The hospital is committed to ensuring zero tolerance to harassment and or bullying in the workplace and form of discrimination and has implemented the following policies, which provide protection for all:

9 SIGNATORIES

SIGNED ON BEHALF OF THE EMPLOYER

Signature Jody Flynn Date: 09/01/24

Name in Full: Jody Flynn

Position / Basis of authority to sign: Director - People and Culture

Address: 32 Payneham Road, Stepney 5069

Witness Signature Luisa Mozzi

Witness Name in Full: LUISA MOZZI

SIGNED ON BEHALF OF THE HEALTH SERVICES UNION SA/NT

Signature [Signature] Date: 22 December 2023

Name in Full: William Elrick

Position / Basis of authority to sign: Branch Secretary

Address: 170 Greenhill Rd Parkside SA 5063

Witness Signature [Signature]

Witness Name in Full: Jason Grills

SIGNED ON BEHALF OF Employees

Signature [Signature] Date 9.1.24

Name in Full Susan Kimberley Hopkins

Position / Basis of authority to sign: Employee bargaining rep.

Address: 32 Payneham Rd Stepney

Witness Signature Jody Flynn

Witness Name in Full: Jody Flynn

SCHEDULE A

All Employees will be appointed to the relevant Level according to their skills and experience.

In accordance with Clause 5.4 of this Agreement, progression between Levels is in accordance with Clause 5.4, by attaining and maintain satisfactory performance and completing 1820 actual hours worked at each level up to Level 4 except for CSSD Technicians who will continue to transition to Level 5. Beyond this, appointment at a higher classification will be to a vacant position only.

****Update to clause 5.4 required**

Support Services - Level 1

An employee with less than three months work experience in the industry and who performs basic duties.

An employee at this level:

- works within established routines, methods and procedures;
- has minimal responsibility, accountability or discretion;
- works under direct or routine supervision, either individually or in a team; and
- is not required to have previous experience or training.

Indicative roles at this level are:

Catering Assistant	Patient Services Attendant
CSSD Attendant	Perioperative Orderly
Gardener / Grounds person	Patient Care Attendant
Store Person	Ward Assistant
Supply Assistant	Maintenance/ Handy person (unqualified)
Cook (unqualified (non-trade))	

Support Services - Level 2

An employee at this level has 3 or more months' work experience in the industry and performs duties similar to Level 1 and:

- is capable of prioritising work within established routines, methods and procedures;
- is responsible for work performed with a limited level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses sound communication skills; and
- requires specific on-the-job training and/or has relevant skills training or experience.

Support Services - Level 3

An employee at this level:

- is capable of prioritising work within established routines, methods and procedures;
- is responsible for work performed with a medium level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses sound communication and/or arithmetic skills;
- requires specific on-the-job training and/or has relevant skills training or experience; and
- a minimum of >12 months experience and regularly undertakes team leader responsibilities.

Indicative roles performed at this level are:

CSSD Attendant	Ward Assistant
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Support Services - Level 4

An employee at this level:

- is capable of prioritising work within established policies, guidelines and procedures;
- is responsible for work performed with a medium level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses good communication, interpersonal and/or arithmetic skills; and
- requires specific on-the-job training, may require formal qualifications and/or has relevant skills training or experience at Certificate III level.
- regularly undertakes Team Leader responsibilities.

Indicative roles performed at this level are:

Cook (qualified)	CSSD Sterilising Technician (qualified)
CSSD Instrument Technician (qualified)	Ward Assistant

Support Services - Level 5

An employee at this level:

- is capable of functioning semi autonomously, and prioritising their own work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability;
- works either individually or in a team;
- may require basic computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- requires substantial on-the-job training and may require formal qualifications at trade or certificate level and/or has relevant skills training or experience; and
- regularly undertakes Team Leader responsibilities.
- CSSD Instrument/ Sterilising Technicians transition to this level after 1820 hours at Level 4.

Indicative roles performed at this level are:

Senior Cook	CSSD Sterilising Technician (qualified)
CSSD Instrument Technician (qualified)	

Support Services - Level 6

An employee at this level:

- is capable of functioning with a high level of autonomy, and prioritising their work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability and responsibility;
- works either individually or in a team;
- may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- requires formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or has relevant skills training or significant experience.

Indicative roles performed at this level are:

Chef (qualified)	Ward Assistant Team Leader	
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Support Services - Level 7

An employee at this level:

- is capable of functioning autonomously, and prioritising their work and the work of others within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability and responsibility;
- able to effectively supervise the work of others, including work allocation, rostering and guidance;
- works either individually or in a team;
- has comprehensive computer knowledge or be required to use a computer on a regular basis;
- possesses developed administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- requires formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or has relevant skills training or significant experience.

Indicative roles performed at this level are:

Supply Officer - Inventory	Maintenance Coordinator
CSSD Coordinator	Catering Supervisor

SCHEDULE B

WAGES

	current	2023 4.5% Wage rate effective first full pay period commencing on or after 1 October 2023	2024 3%* Effective first full pay period on or after 1 July 2024	2025 \$ increase = 1% of L5 = \$0.29* Effective first full pay period on or after 1 July 2025
Level 1	23.97	25.05	25.80	26.09
Level 2	24.93	26.05	26.83	27.12
Level 3	25.88	27.04	27.86	28.15
Level 4	26.18	27.36	28.18	28.47
Level 5	27.07	28.29	29.14	29.43
Level 6	29.17	30.48	31.40	31.69
Level 7	30.04	31.39	32.33	32.62

* Note that depending on the Annual Wage Case outcome, the actual rates in these years may be higher than the rates in this Schedule (see clause 5.3.2)

SCHEDULE C

ALLOWANCES and REIMBURSEMENTS

Clause	Allowance	From the first full pay period after commencement of the Agreement
5.5.1(f)	Shoe reimbursement – maximum amount in a 12 month period	\$150
5.5.3	CSSD In charge allowance	\$20.60
5.5.4(a)	On call allowance Monday to Thursday, and Friday before 7 pm.	\$23.42
	On call allowance, Friday from 7 pm until midnight, or on Saturday, Sunday, or Public Holiday.	\$46.72
5.5.4(c)	Vehicle allowance (per kilometre)	\$0.96
5.5.5	First Overtime meal allowance (per occasion)	\$15.20
	Subsequent meal allowance (per occasion)	\$13.70

The allowances in this Schedule will be adjusted as necessary to ensure they are not less than the relevant award allowance.