

Health Care (NSW Private Hospitals) Health Professionals and Support Services Enterprise Agreement - 2024

Rollout Version - 12 September 2024

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Application and Operation

1 Name of the Agreement

This agreement will be called *Health Care (NSW Private Hospitals) Health Professionals and Support Services Enterprise Agreement 2024*.

2 Coverage

2.1 This Agreement contains all the terms and conditions of employment for employees covered by the agreement will cover:

- (a) Health Care (NSW Hospitals) as defined in Appendix 2; and
- (b) Employees employed by Health Care (NSW Hospitals) in classifications listed in Schedule 1.

3 Date and Period of Operation

3.1 This Agreement will commence operation from the 7th day after the agreement is approved by the FWC and will remain in place until 1 September 2026, or thereafter in accordance with the Act.

3.2 The parties agree that discussions will commence for a new Agreement no later than 4 months prior to the expiry date of the Agreement.

4 Posting of the Agreement

A copy of this Agreement will be displayed in a conspicuous and convenient place on Health Care's premises and on its intranet so as to be easily read by all employees.

5 Relationship To The National Employment Standards

Entitlements in accordance with the NES are provided for under the Act. Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Act are more favourable to an employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that employee. The provisions in this Agreement otherwise apply.

6 Definitions

AHPRA means Australian Health Practitioner Regulation Agency.

Agreement means the Health Care Health Care (NSW) Health Professionals and Support Services Enterprise Agreement 2024.

Act means the *Fair Work Act 2009*, as amended from time to time.

Employee means an employee engaged to work at a Private Hospital and/or Day Procedure Centre operated by Health Care Group Pty Ltd in NSW in a classification listed in this Agreement.

FWC means the Fair Work Commission.

Day Worker means an employee who works his/her ordinary hours between 6.00am and 6.00pm Monday to Friday, inclusive.

Health Care means Health Care (NSW Hospitals) as defined in Appendix 2.

Immediate family of an employee 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.
- (c) **spouse** includes a former spouse.
- (d) **de facto partner** of an employee:
 - (i) means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
 - (ii) includes a former de facto partner of the employee.

Leading Hand means a person appointed as such by Health Care, who is placed in charge of not less than 2 other employees of a substantially similar classification, but does not include any employee whose classification denotes supervisory responsibility. (Note – Table 2, Allowances, is also applicable to any person appointed as Leading Hand).

NES means the National Employment Standards as contained in Part 2-2 of the Act.

SGA Act means the Superannuation Guarantee (Administration) Act 1992.

Shift Worker means an employee who is not a day worker as defined. For clarity, this is not the definition of ‘shift worker’ for the purposes of the NES and annual leave (see clause 46.2).

Year of Service means a year of experience will be 1976 hours of employment.

7 Flexibility Arrangements

7.1 Health Care and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of Health Care and the employee in relation to 1 or more of the matters mentioned in clause 7.1(a); and
- (c) Health Care and the individual employee must have genuinely made the agreement without coercion or duress.

7.2 Health Care must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Act; and
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

- 7.3 Health Care must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of Health Care and the employee; and
 - (c) is signed by Health Care and the 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.
- 7.4 Health Care must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 7.5 Health Care and the employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if Health Care and the employee agree in writing – at any time.

Consultation and Dispute Resolution

8 Consultation Regarding Change

- 8.1 This term applies if:
- (a) Health Care has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on employees of Health Care; or
 - (b) Health Care proposes a change to an employee/s regular roster or ordinary hours of work.
- 8.2 Health Care must consult the employees to whom the agreement applies about:
- (a) A major workplace change that is likely to have a significant effect on the employees; or
 - (b) A change to their regular roster or ordinary hours of work.
- 8.3 The relevant employees may appoint a representative, which may be a HSU representative, for the purposes of the procedures in this term.
- 8.4 If:
- (a) A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) The employee or employees advise Health Care of the identity of the representative; Health Care must recognise the representative.
- 8.5 As soon as practicable after making its decision, Health Care 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 Health Care is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) For the purposes of the discussion – provide, in writing, to the relevant employees:
 - (i) All relevant information about 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.
- (c) Subject to clauses 8.5(a) and 8.5(b), for a change to the employee’s regular roster or ordinary hours of work, Health Care is required to:
 - (i) Provide information to the employees about the change; and
 - (ii) Invite the employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (iii) Consider any views given by the employees about the impact of the change.

8.6 However, Health Care is not required to disclose confidential or commercially sensitive information to the relevant employees.

8.7 Health Care must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

8.8 If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Health Care, the requirements set out in clauses 8.2, 8.3 and 8.5 are taken not to apply.

8.9 In this term, a major change is likely to have a significant effect on employees if it results in the termination of the employment of employees; or major change to the composition, operation or size of Health Care’s workforce or to the skills required of employees; or the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or the alteration of hours of work; or the need to retrain employees; or the need to relocate employees to another workplace; or the restructuring of jobs.

8.10 In this term, relevant employees means the employees who may be affected by the major change, or the change in regular roster or ordinary hours, as applicable.

9 Dispute Resolution Procedure

9.1 In the event of a dispute in relation to a matter arising under this agreement or the NES, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.

9.2 A party to the dispute may appoint another person, organisation or association to accompany and / or represent them in relation to the dispute.

9.3 If a dispute in relation to a matter arising under the agreement or the NES is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the FWC for resolution by conciliation and, where the matter in dispute remains unresolved, arbitration.

9.4 It is a term of this agreement that while the dispute resolution procedure is being conducted work will continue normally unless an employee has a reasonable concern about an imminent risk to their health or safety.

Types of Employment and Classifications

10 Full Time Employment

10.1 A full time employee is a person who is permanently appointed to work an average of 38 ordinary hours per week.

11 Part Time Employees

11.1 A part time employee is a person who is permanently appointed to work less than an average of 38 ordinary hours per week.

11.2 Before commencing employment, Health Care and the employee will agree in writing on:

- (a) The span of hours that the employee may be rostered within a fortnight. This span of hours will include which shifts the employee may be rostered to work; and
- (b) The agreed minimum number of contracted hours to be worked per fortnight.

11.3 Notwithstanding the overtime provisions prescribed at clause 36 (Overtime), a part time employee may agree to work in excess of their rostered ordinary hours at the ordinary time rate of pay in accordance with clause 11.4 (below), provided that all time worked by a part-time employee which is 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 per day, or 76 hours per fortnight will be paid at the rate of time and a half for the first 2 hours and double time thereafter, except on Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half.

11.4 Where a part time employee has agreed in writing a willingness to work extra hours and/or extra shifts, the employee may work up to 76 hours per fortnight at ordinary rates of pay subject to any penalty or loading that would apply to the shift based on when it was worked (eg weekend work, Public Holiday work). Otherwise, all time worked by a part-time employee which are in excess of the rostered daily ordinary hours of work prescribed in the Enterprise Agreement, or 76 hours per fortnight, will be paid at the applicable overtime rates prescribed by this Enterprise Agreement.

11.5 No part time employee will be directed to work in excess of their rostered ordinary hours at the ordinary time rate of pay.

11.6 Part time employees will receive a minimum payment of 3 hours for each start.

11.7 Where a part time employee has previously indicated in writing a willingness to work extra hours and/or extra shifts, the employee may work up to 76 hours per fortnight at ordinary rates of pay subject to the ordinary overtime parameters.

11.8 Where a permanent part time employee works longer than 10 hours in one day they will receive the additional hours worked that day at overtime rates.

11.9 An employee who has regularly worked more than their specified contract hours over a 6-month period may request that their contracted hours are reviewed by their Manager. The Manager will formally respond to the request by the employee within 3 weeks of the request being made, stating the reasons if the request is not agreed to. The Manager will not unreasonably reject the request. The Manager will also take into account that the hours worked in the following circumstances will not be incorporated to any adjustment made:

- (a) If the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
- (b) If the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident or client.

- (c) Any adjusted contracted hours resulting from a review by Health Care should however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

11.10 Health Care is committed to maximising its permanent workforce (full time and/or part time employees) whilst ensuring that employment levels are in line with occupancy levels. Health Care will ensure that current part time employee who have advised their supervisor/manager that they are available to work will be offered additional shifts in the first instance where practicable.

12 Casual Employees

- 12.1 A casual employee is a person who is engaged irregularly on an hourly basis to provide services related to the absence of permanent employees. This provision may also encompass short term employment associated with unanticipated peak demands. A casual employee will not be engaged on a set roster.
- 12.2 A casual employee will be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate, prescribed by *Table 1 Monetary Rates* of this Agreement, plus 25% thereof, with a minimum payment of 3 hours for each engagement and one-thirty-eighth of the uniform and laundry allowances, where a uniform is not supplied in accordance with clause 31, (Uniforms and Protective Clothing). A casual employee is not entitled to annual leave, paid personal leave and public holidays or other NES entitlements as the casual loading is in compensation for these entitlements associated with permanent employment.
- 12.3 A casual employee who works on a public holiday prescribed by clause 40 (Public Holidays), will be paid double time and one half for all time worked in lieu of the casual loading provided for in clause 12.2.
- 12.4 For weekend and public holiday work, casual employees will, in lieu of all other penalty rates and the percentage casual loading provided for in clause 12.2, receive the following rates:
- (a) Time and three-quarters 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.
 - (d) Where overtime rates are payable, they will be paid in lieu of the percentage casual loading provided for in subclause (b).

Casual Conversion

- 12.5 An eligible casual employee may make a request for permanent employment by giving Health Care a written notification that the employee believes they no longer meet the requirements of being a casual employee having regard to the Act's definition of casual employment and the employee's current employment relationship with Health Care.
- 12.6 An eligible employee for the purpose of this clause 3.8 is an employee:
- (a) Who has been employed by Health Care for a period of at least 6 months beginning on or after 26 August 2024; and
 - (b) That does not have a current dispute with Health Care about their casual status which is being dealt with under the Act; and
 - (c) Who in the period of 6 months before the day the notification is given, has not received a response from Health Care not accepting a previous notification the employee has given or a request by the employee for permanent employment; or
 - (d) Had a dispute with Health Care relating to their casual status which has been resolved under the Act.
- 12.7 Health Care will give the employee a written response to the notification within 21 days after the notification is given by the employee which will include a statement as to whether Health Care does or does not accept the notification under the Act.

- 12.8 If Health Care accepts the notification, Health Care will provide the employee the following information with the response:
- (a) Whether the employee is changing to full time or part time employment;
 - (b) The employee's hours of work after the change takes effect; and
 - (c) The day the employee's change to full time employment or part time employment will take effect.
- 12.9 If Health Care does not accept the notification, Health Care will provide reasons for Health Care's decision for not accepting the notification in the response which will be based upon the grounds set out in the Act as follows:
- (a) Having regard to the Act's definition of casual employment and the team employee's current employment relationship with Health Care, the employee still meets the requirements for being a casual employee;
 - (b) There are fair and reasonable operational grounds for not accepting the notification including that:
 - (i) Substantial changes would be required to the way in which work in Health Care's enterprise is organised;
 - (ii) There would be significant impacts on the operation of Health Care's enterprise; or
 - (iii) Substantial changes to the employee's terms and conditions would be reasonably necessary to ensure Health Care does not contravene a term of this Agreement.
- 12.10 Before giving the response, Health Care will consult with the employee about the notification and must, if Health Care is accepting the notification, discuss the matters Health Care intends to specify in clause 12.9.
- 12.11 If Health Care accepts the notification, the employee will be taken to be a full time or part time employee beginning on the day specified in the response.
- 12.12 The day specified in the response must be the first day of the employee's first full pay period that starts after the day Health Care's response is given, unless Health Care and the employee agree to another day.
- 12.13 Any dispute about the operation of these provisions will be dealt with in accordance with the provisions of the Act.
- 12.14 For employees who were employed before 26 August 2024, Health Care will offer employees and employees will be able to request casual conversion in accordance with the transitional provisions applying to Division 4A of Part 2-2 of the Act, between 26 August 2024 and 25 February 2025.

13 Apprentices

- 13.1 Contracted apprentice means an employee who is serving a period of training under a training contract for the purpose of rendering them fit to be a qualified worker in the industry. Apprentices may be contracted to be employed as Cooks or Gardeners.
- 13.2 Apprenticeship means an apprenticeship established under Division 3 of Part 2 of the *Apprenticeship and Traineeship Act 2001* (NSW).
- 13.3 The minimum rates of wages for apprentice cooks will 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%. |

13.4 The minimum rates of wages for apprentice gardeners will 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%.

13.5 Apprentices attending college for training will be entitled to fares to and from home and college.

13.6 The ordinary hours of work for apprentices will be as prescribed in clause 17 (Hours of Work).

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

13.8 No apprentice will be permitted or required to lift or carry by hand, a weight that would breach OHS requirements.

13.9 In addition to the above wages, an apprentice who obtains and hands to Health Care, a certificate or statement of having passed their first year TAFE examination and in respect of whom a satisfactory report as to conduct, punctuality and progress is furnished by Health Care will be paid per week the amount set out in *Table 2, Allowances* of Appendix 1, in addition to the rates prescribed in the ensuing 12 months, plus an additional amount per week as set out in the said *Table 2* of Appendix 1 if they pass each subsequent year.

14 Sole Practitioner (Level 1 and Level 2 only)

14.1 A Sole practitioner is:

- (a) The only practitioner of their discipline at that hospital; and
- (b) Required to exercise independent professional judgement during their shift without access to support from a more senior professional within the discipline who has expertise and knowledge relevant to the sole practitioner's discipline for the purpose of providing informal consultation, assistance and advice during their shift. The senior professional would be a Level 3 or 4 Allied Health clinician in the discipline on site or a Level 4 Allied Health clinician in the discipline from another Health Care site who can be contactable via phone or email; and
- (c) A practitioner that undertakes administrative or other related responsibilities that would otherwise not be expected of a Level 1 or 2 positions due to the absence of an onsite manager.

14.2 Where an employee is engaged as a sole practitioner, as defined in clause 14.1, such employee will be paid an allowance as set out in Appendix 1 *Table 2* of this Agreement.

15 Health Professional (4 Year Undergraduate Qualification)

An employee who holds a 4 year under-graduate qualification will be classified as or deemed to have been classified as a Level 1 Year 2 Health Professional.

16 Regrading

16.1 Where the nature of the work undertaken by an employee changes, such that the majority of the work regularly performed is work of a type normally associated with a higher classification and has been performed for a period of at least 12 months, the employee may apply to have their position reclassified to the higher classification.

16.2 An application for re-grading by an employee must be made in writing.

16.3 Health Care will respond to the request in writing within a reasonable timeframe, and where possible no less than one month after receiving the written request, indicating whether the application is approved or denied.

- 16.4 Simply performing more work at the same classification or different work at the same classification does not qualify for re-grading.
- 16.5 Factors with a bearing on the decision may include whether the changes:
- (a) involve the exercise of skills, responsibility and/or autonomy normally undertaken at a higher classification; and/or
 - (b) are permanent or temporary.

Hours of Work

17 Hours of Work

- 17.1 The ordinary hours of work of day workers, exclusive of meal times, will be 152 hours per 28 calendar days to be worked Monday to Friday, inclusive, and be worked between 6.00am and 6.00pm.
- 17.2 The ordinary hours of shift workers, will be 152 hours per 28 calendar days.
- 17.3 The hours of work for a full time employee as prescribed in clause 17.1 can be arranged by mutual agreement between Health Care and an employee in one of the following ways:
- (a) 76 hours per fortnight, to be arranged in order that an employee will not be required to work his/her ordinary hours on more than 10 days in the fortnight.
 - (b) Notwithstanding the provision of clauses 17.1 and 17.3(a) above, employees may, with the agreement of Health Care and in consideration of operational requirements, have their prescribed hours of work arranged in such a manner that in each roster cycle of 28 calendar days each employee will not work his/her ordinary hours of work on more than 19 days in the cycle. Therefore the employee will work an additional 2 hours a week (40 hours worked in a week) over a 4 week period, in order to accrue a paid day off per month.
 - (c) The employee's allocated day off duty prescribed in clause 17.3(b) will be taken at a mutually agreed time having regard to the needs of the place of employment. Provided that Health Care and the employee may agree to accumulate up to 6 allocated days off per year, to be taken in conjunction with the employee's annual leave or by mutual arrangement, taken at another time within 18 months of such accrual occurring. However, an employee can accrue up to a maximum of 12 allocated days in exceptional circumstances and subject to the approval of Health Care.
 - (d) Each shift will not consist of more than 8 or 10 ordinary rostered hours of work per day, provided that such shifts will not be worked on more than 12 consecutive days.
 - (e) There will be a minimum of 10 hour break between each shift with the exception of those shifts following a function which employees are required to attend or work at.
 - (f) Except for one meal break each day, all time from the time of commencing until the time of finishing duty each day will be computed as ordinary working time.
 - (g) Employees rostered for shifts greater than five hours, will be granted an unpaid meal interval of 30 minutes. The meal interval is to be taken no earlier than one hour and no later than 7 hours after commencing the day's shift.
 - (h) Employees who are engaged for less than 7.6 hours on any one day will only be entitled to one tea break of 10 minutes, provided a minimum of 4 hours work is completed. For shifts of 7.6 hours duration or longer, 2 separate 10-minute intervals (in addition to meal breaks) will be allowed each employee on duty during each ordinary shift. Subject to agreement between Health Care 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) will count as working time.

18 Banking of Hours

- 18.1 A full time or part time employee may, by mutual agreement made with their manager:
- (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.
- 18.2 An employee who works less than their rostered or contracted hours will be paid as if those hours had been worked during the relevant period.
- 18.3 An employee who works more than their rostered or contracted hours will receive payment for any weekend or shift penalties that would otherwise have been due for that extra time worked.
- 18.4 Time debited or credited under these arrangements will all be at ordinary time, ie. an hour for an hour.
- 18.5 An employee may not have more than their fortnightly hours (contracted hours or equivalent fortnightly ordinary hours averaged over the previous 6-month period, whichever is the higher) in debit or credit at any point in time. Banked hours will be cleared by mutual agreement between the employee and management.
- 18.6 Employees who have hours in debit must be given first option to work additional hours.
- 18.7 Health Care must keep detailed records of all hours credited and debited to employees under these arrangements. Employees will have full access to these records.
- 18.8 On termination of employment Health Care must pay the employee for all hours in credit and may deduct from termination pay the value of any hours in debit.
- 18.9 Either party will have the right to terminate an agreement under this clause with 2 weeks' notice.

19 Split Shifts

- 19.1 The ordinary hours of work per day may be divided into 2 separate spans of time. The minimum number of consecutive hours worked will be 4 hours and the maximum break between part shifts will be 6 hours.
- 19.2 An allowance as detailed in Appendix 1, Table 2, Allowances, will be paid to employees for undertaking a split shift.
- 19.3 For the purpose of calculating shift penalties, each part shift will stand alone and the relevant shift penalties will apply according to the start and finish times.
- 19.4 There will be a minimum 10% penalty associated with each part of the shift. Where the start and finish times of the part shift would attract a shift penalty that is greater than 10%, the shift penalty will apply.
- 19.5 Split shifts will only be introduced in areas where full consultation with employees has occurred. Any employee who does not want to work under the split shift arrangement may continue to work shifts where the hours of work are continuous without loss of contracted hours or loss of conditions.

20 Rosters

- 20.1 The ordinary hours of work for each employee will be displayed on a roster in a place conveniently accessible to employees, which may include electronic means. Where reasonably practicable, the roster will be displayed at least 2 weeks in advance, but in any case at least one week prior to the commencing date of the first working period in the roster.

- 20.2 Provided that this provision will not make it obligatory for Health Care to display any roster or ordinary hours of work for casual employees.
- 20.3 In exceptional circumstances where all other avenues have failed to provide an adequate solution, if personal contact is made 24 hours prior to the roster however, may also be altered at any time to enable the service of the Hospital to be carried out where another employee is absent from duty on account of illness or other unplanned leave available under this Agreement, or if Health Care experiences a downturn in occupancy or in an emergency. Where such alteration involves an employee working on a day which would have been their day off, such employee will be paid in accordance with the provisions of the Agreement.

21 Workload Management

- 21.1 The parties acknowledge that employees and management have a responsibility to maintain a balanced workload appropriate for the delivery of high quality patient care.
- 21.2 Where an employee feels the workloads are unreasonably heavy on a regular basis, then they have a responsibility to discuss their concerns with Health Care.
- 21.3 Health Care has a responsibility to facilitate employees in raising concerns relating to workload, to respond to issues raised by employees promptly and take appropriate action. Where Health Care takes such action, it will ensure that the employee that has raised the workload issue is kept informed.
- 21.4 Where the employee is not satisfied that appropriate action has been taken to address the workload issues, the employee may utilise the dispute settlement procedure of this Agreement.

Wages and Related Matters

22 Wages

- 22.1 The minimum salaries per week will be as set out in *Table 1 – Monetary Rates* of Appendix 1. The parties have agreed that the wage increases will apply from the first full pay period to commence on or after the dates set out in Appendix 1.
- 22.2 The allowances as set out in *Table 2 – Other Rates and Allowances* of Appendix 1 will be paid.
- 22.3 The wage increases prescribed under this Agreement at Appendix 1 will be absorbed into any wage payment made to the employee beyond the minimum rates contained within this Agreement.
- 22.4 Any further wage increase will be at the discretion of Health Care, unless the rate of pay falls below the Modern Award rate, in such circumstances the rate of pay will default to the minimum rate prescribed in accordance with the relevant Modern Award rate.

23 Payment of Wages

- 23.1 Wages will be paid either weekly or fortnightly, provided that, for the purpose of adjustment of wages related to alterations in the basic wage, from time to time effective, the pay period will be deemed to be weekly.
- 23.2 On each pay day the pay will be made up to a day not more than five days prior to the date of payment.
- 23.3 Employees will have their wages paid by direct deposit or electronic transfer into one account with a bank or other financial institution as nominated by the employee.
- 23.4 Wages will be deposited by Health Care 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 Health Care's control, Health Care will not be held accountable for such delay.

- 23.5 Where the services of an employee are terminated with due notice all monies owing will be paid upon cessation of employment but, in the case of termination without due notice, within the next 3 working days.
- 23.6 On pay day, each employee will be provided with a pay slip which complies with the requirements of the Act and relevant Regulations.
- 23.7 Where Health Care has overpaid an employee, Health Care will 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 in accordance with section 324 of the Act.
- 23.8 If the amount underpaid is equal to or greater than one day's gross pay the underpayment will be rectified within 3 working days; unless otherwise agreed by the employee.
- 23.9 If the amount underpaid is less than one days' gross base pay it will be rectified by no later than the next normal pay day. However, if the employee can demonstrate that rectification in this manner would result in undue hardship, every effort will be made by Health Care to rectify the underpayment within 3 working days.

24 Superannuation

- 24.1 The subject of superannuation is dealt with extensively by legislation including the SGA Act, 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.
- 24.2 The Fund for the purpose of this Agreement will mean:
- (a) Health Employees Superannuation Trust Australia (**HESTA**); or
 - (b) Prime Super; or
 - (c) First State Super.
- 24.3 The employee may choose one of the funds above or any other complying industry funds to which all Agreement and statutory superannuation contributions will be paid. Such contributions will be remitted to the approved fund on a monthly basis. The employee may only nominate one complying industry fund at any one time.
- 24.4 Upon commencement of employment, Health Care will provide each worker with membership forms for each of the above funds and will 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, Health Care will forward contributions and employee details to its default superannuation fund HESTA (**'Default Fund'**). The Default Fund offers a MySuper product.
- 24.5 Existing employees will be also be provided with information for the other funds and allowed a period of 28 days to make a choice. In the event that a choice is not made within 28 days, the employee's pre-existing choice will continue.
- 24.6 Health Care will, in respect of each employee, pay a sum equal to the Superannuation Guarantee legislation, as amended from time to time, of the employee's gross ordinary time earnings into an approved fund. Such contributions will be remitted to the approved fund on a monthly basis. With respect to casual employees, contributions will be remitted in accordance with legislative obligations.
- 24.7 An employee may make additional contributions to the Fund from their salary and on receiving written authorisation from the employee Health Care must commence making contributions to Fund in accordance with the *Superannuation Guarantee Charge Act 1992*.

25 Salary Sacrifice for Superannuation

- 25.1 Health Care will provide packaging for Superannuation as a means by which remuneration is payable under this Agreement. Where the employee qualifies they may direct additional monies to their superannuation if the superannuation fund the employee is a member of will allow it.
- 25.2 Packaging is an arrangement for the payment of wages payable under this agreement whereby the total remuneration is broken into a cash and non- cash component.
- 25.3 The total remuneration will not be less than the cumulative entitlements provided for in this Agreement. Health Care payments in the form of superannuation contributions will be the only form of salary packaging available.
- 25.4 Such employee contributions will be remitted to the approved fund on a monthly basis.
- 25.5 Packaging is to be entered into on a voluntary basis. Provided that each Superannuation fund may have specific guidelines and circumstance under which contributions can be made.
- 25.6 Superannuation contributions made under this sub clause in accordance with the requirements of the SGA Act will be calculated on the Agreement rate of pay as if no Salary Packaging Agreement was in place.
- 25.7 Annual Leave Loading, Overtime and any other salary related allowances or benefits will be calculated on the Agreement rate of pay as if no Salary Packaging Agreement was in place.

26 Penalty Rates for Shift Work, Weekend Work and Special Working Conditions

- 26.1 Shift workers working afternoon or night shift will be paid the following percentages in addition to the ordinary rate for such shift, provided that employees working less than 38 hours per week will only be entitled to the additional rates where their shifts commence prior to 6.00 am or finish subsequent to 6.00 pm:
- (a) Afternoon shift commencing at 10.00 am and before 1.00 pm - 10%.
 - (b) Afternoon shift commencing at 1.00 pm and before 6.00 pm -12.5%.
 - (c) Night shift commencing at 6.00 pm and before 4.00 am – 20%.
 - (d) Night shift commencing at 4.00 am and before 6.00 am - 10%.
- 26.2 For the purpose of this clause, day, afternoon and night shifts will be defined as follows:
- (a) "Day Shift" means a shift which commences at or after 6.00 am and before 10.00 am.
 - (b) "Afternoon Shift" means a shift which commences at or after 10.00 am and before 6.00 pm.
 - (c) "Night Shift" means a shift which commences at or after 6.00 pm and before 6.00 am on the day following.
- 26.3 Employees whose ordinary working hours include work on a Saturday and/or Sunday will be paid for ordinary working hours worked between midnight on Friday and midnight on Saturday at the rate of 50 per cent extra and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of 75 per cent extra. These extra rates will be in substitution for and not cumulative upon the shift premiums prescribed in clause 26.1 and the casual allowance prescribed in clause 12 (Casual Employees).
- 26.4 An employee sent for duty to a place other than their regular place of duty will be paid for all excess travelling time at the appropriate rate of pay and reimbursed excess travelling expenses.

27 In-Charge Allowance

- 27.1 An employee who is rostered in charge of a shift or unit in the absence of a supervisor will be paid, in addition to his/her appropriate salary while in charge, an in-charge allowance in accordance with Appendix 1, *Table 2* of this agreement.
- 27.2 An In charge Allowance will not apply to employees who are in receipt of a Leading Hand allowance.

28 On-Call Allowance

An employee required by their Health Care to be on call will be paid the sum set out in Appendix 1 *Table 2*.

29 Meal Break Allowance

- 29.1 In the case where an employee, after consultation with and authorisation from their manager is not able to take a meal break, the mealtime is to be paid at the employee's ordinary rate of pay in accordance with this Agreement. Payment for the meal break not taken will not constitute time worked for the purposes of calculating overtime.
- 29.2 Meal break allowance (overtime) applies when an employee works over 2 hours overtime and Health Care does not provide a meal. The allowance is set out in *Table 2* of Appendix 1. A further meal break allowance will be triggered where such overtime work exceeds 4 hours. The allowance will be \$11.98 from the commencement of this Agreement and indexed in accordance with *Table 2* of Appendix 1.

30 Higher Grade Duty

- 30.1 Higher Grade Duties are available where an employee of a higher grade is on leave or otherwise absent from duty and an employee of a lower grade is required to relieve in the role. A higher grade employee is not deemed to be absent from duty if they are working off site, attending training or themselves relieving in another role. Higher grade duty will only be available when there is a need by the organisation that the role be backfilled and an employee agrees to perform the duties of the higher grade.
- 30.2 Payment of Higher Duties, not the In Charge Allowance, apply only if the substantive duties and responsibilities of the position being relieved are performed. The performance of only some of the duties will be considered an integral part of the employee's professional development and will not trigger the payment of Higher Grade Duty (eg. relief duties excludes rostering, attending management meetings, department financial management as example).
- 30.3 An employee required by Health Care or some other authorised representative to relieve another employee paid on a higher scale who is required to perform the entire duties, responsibilities and decision making of the position being relieved from the first day of relief, will be paid higher grade duties for each day of relief for the entire period of relief. Otherwise when only partial but substantive higher grade duties are required for the period (see clause 30.1), the employee will only be paid higher grade duties if the period of relief is for 3 or more consecutive working days.
- 30.4 Higher grade Duties will be paid at the minimum payment or year level for the of the higher grade role.
- 30.5 Reference to higher grade duties only applies to the pay rates in this agreement and do not apply to specific individual's rates of pay.
- 30.6 This period of relief will be recorded for payment on the timesheet as soon as is practicable and will be paid in the period following the relief.

31 Uniforms and Protective Clothing

- 31.1 Sufficient suitable and serviceable uniforms or overalls will be supplied, free of cost, to each employee required by Health Care 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, will not be entitled to have such article replaced without payment of a reasonable price for such replacement article.
- 31.2 An employee on the termination of their employment will return any uniform or part thereof supplied by Health Care, which is still in use by the employee immediately prior to leaving.
- 31.3 In lieu of supplying a uniform to an employee, Health Care shall pay to such employee the amount per week as set out in Table 2, Allowances, Appendix 1 refers provided however, that if a uniform includes cardigan, stockings or special type shoes, these will be supplied by Health Care.
- 31.4 If a uniform of an employee is not laundered at the expense of Health Care, an allowance of the amount per week as set out in the said Table 2, Appendix 1 refers will be paid to the employee, provided that the payment of such laundry allowance will not be made to any employee on absences exceeding one week.
- 31.5 The employee will keep any uniform supplied to them in a reasonable and presentable condition.
- 31.6 Each employee who is required to work out of doors will be supplied with overboots. Sufficient raincoats will also be made available for use by these employees.
- 31.7 Each employee who is required to work in potentially hazardous situations with, or near machinery, will be supplied with appropriate protective clothing and equipment.
- 31.8 Personnel, who are designated to work in an area requiring specialist dress requirements e.g. Operating Suite, will be provided with a uniform in compliance with the needs of their position and the allowances stated at Appendix 1, Table 2 Allowances are not payable.
- 31.9 Health Care will, upon request from an employee, provide appropriate uniform items to employees who require such items during their pregnancy.

32 Flexibility of Worksites

Employees may be rostered to other Hospitals in Health Care Group only if work is not available at their primary site. Consideration will be given to a reasonable distance of travel for the employee and competence of employee to work in the area. Travel time that is in excess of twenty minutes in addition to the employee's normal commute to work will be deemed as paid time. Where the employee refuses the offer of work under these conditions, Health Care will have been seen to have met the obligation to provide contracted hours. Consideration will be given to the employee's personal circumstances.

33 Travel Allowance

- 33.1 When an employee is involved in travelling on duty, if Health Care cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by Health Care on production of receipted account(s) or other evidence acceptable to Health Care.
- 33.2 Provided further that the employee will not be entitled to reimbursement for those expenses which exceed the mode of transport, meals or the standard of accommodation agreed for the purpose with Health Care.
- 33.3 Where Health Care requires an employee to use their own motor vehicle in the performance of duties such an employee will be paid an allowance of \$0.96 per kilometre.
- 33.4 This allowance will increase in accordance with increases to clause 23(h)(i) of the Health Professionals and Support Services Award 2020, as amended from time to time.

34 Telephone Attendances

- 34.1 Once an employee finishes work and leaves Health Care's premises, employees are not to contact such employee for work related matters unless the employee is rostered on call. For exceptional circumstances where such employee is the only person to provide technology support resolution or clinical advice remotely, without the requirement for on-site attendance, they will be paid for such work at the appropriate overtime rate, with a minimum payment of 1 hour.
- 34.2 If an employee is to be contacted in the after-hours prior approval of the Department Manager or CEO is required. Payment of this telephone attendance will only apply when the Department Manager or CEO approves contacting the employee.

35 Nauseous Linen Allowance

- 35.1 An employee required to handle linen of a nauseous nature will be paid an allowance for the occasion. This is an hourly allowance and is to be reported to a senior employees, such as a Team Leader or NUM during the shift worked for the allowance to be payable.
- 35.2 Nauseous linen is linen which has faecal or vomitus matter, is urine soaked and / or is bloody and has not been placed in sealed bag/s.
- 35.3 For general service employees working in the laundry, theatre operation assistants and senior theatre operation assistants this allowance is payable for each shift worked. For housekeeping this allowance is paid for the full shift when nauseous linen is handled and the above definition is met.

36 Overtime

- 36.1 Subject to clause 36.2, Health Care may require an employee to work reasonable overtime at overtime rates.
- 36.2 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.
- 36.3 For the purposes of clause 36.2 what is reasonable or otherwise will be determined having regard to:
- (a) any risk to employee health and safety.
 - (b) The employee's personal circumstances including any family and
 - (c) carer responsibilities.
 - (d) The needs of the workplace or enterprise.
 - (e) The notice (if any) given by Health Care of the overtime and by the employee of their intention to refuse it; and
 - (f) Any other relevant matter.
- 36.4 All authorised time worked by permanent employees outside the full time ordinary hours as contained in clause 17 (Hours of Work) and clause 20 (Rosters) will be paid for at the rate of time and one half for the first 2 hours, and double time thereafter, on each day overtime is worked. However, all overtime worked on public holidays will be paid at the rate of double time and one half and all overtime worked on Sundays will be paid at the rate of double time. Authorisation of overtime will only be given by the appropriate Manager/ Supervisor.
- 36.5 For casual employees, all time worked outside the full time ordinary hours as contained in clause 17 (Hours of Work) and clause 20 (Rosters) will be paid for at the rate of 187.5% of the permanent hourly rate for the first 2 hours, 250% of the permanent hourly rate thereafter. Sunday, 250% of the permanent hourly rate. Public holiday, 312.5% of the permanent hourly rate.
- 36.6 Employees recalled to work overtime after leaving the premises, after their normal ceasing time, will be paid for a minimum of 4 hours at the applicable overtime rate. Provided that, except in

unforeseen circumstances, an employee will not be required to work the full 4 hours if the tasks they were recalled to perform are completed within a shorter period.

- (a) Referred to at clause 36.6 above, the employee will not be entitled to a further minimum recall payment as outlined in clause 36.6 above. If the combined time worked on both recalls exceeds the minimum recall payment in clause 36.6 above, then the employee will be entitled to the overtime payment for the time so worked.
- (b) For a second or subsequent recall that is not consecutive with attending a current recall and is outside the minimum 4 hour period, the employee will be entitled to the minimum payment in accordance with clause 36.6 for the second recall.

36.7 An employee recalled to work overtime pursuant to clause 36.6 of this clause, will be reimbursed reasonable travel expenses incurred in respect of the recall to work. Provided that where employees elect to use their own vehicle, they will be paid an allowance as set out in Appendix 1, Table 2, Other Rates and Allowances, of this Agreement.

36.8 Where an employee works so much overtime that they are not given 8 consecutive hours off duty prior to commencing ordinary hours of work, they will be released after the completion of such overtime, until they have had 8 consecutive hours off duty. Such time off duty will occur without loss of pay for ordinary working time occurring during this absence.

36.9 Where Health Care instructs such an employee to continue or resume work without having had 8 consecutive hours off duty, the employee will be paid at the rate of double time, until they are released from duty to take a break of at least 10 consecutive hours. Such time off duty will occur without loss of pay for ordinary working time occurring during this absence.

36.10 For the purposes of assessing overtime, each day will stand alone. Provided that, where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period will be regarded as if they had occurred within the one day.

36.11 Overtime hours

- (a) All authorised time worked by part time employees in excess of the hours prescribed for a full time employee employed on that shift in the section concerned, or, where no full time employees are employed on that shift in the ward or section concerned, all time in excess of 10 hours, will be paid for at the rate of time and one half for the first 2 hours and double time thereafter. Except that on Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and one half. See below illustrative examples.

Time worked up to the rostered daily ordinary hours of work prescribed for full-time employees employed on that shift in the section concerned will not be regarded as overtime.

- (b) All authorised time worked by casual employees in excess of 10 hours per day or 76 hours a fortnight will be paid for at overtime rates.

Example 1: Full-time employees in the same department are rostered to work 8- hour shifts. A permanent part-time employee is rostered to work 6 hours however during the shift the employee agrees to work additional hours with the total shift length being 10 hours. The permanent part-time employee is paid as such:

- 8 hours: ordinary rates plus any applicable shift penalty
- 2 hours: at the applicable overtime penalty rate

Example 2: There are no full-time employees working in the department. A permanent part-time employee is rostered to work 6 hours however during the shift the employee agrees to work additional hours with the total shift length being 9 hours. The permanent part-time employee is paid as such:

- 9 hours: ordinary rates plus any applicable shift penalty rate

36.12 In the allocation of overtime being worked between a permanent employee and a casual employee, preference will be given to the permanent employee, having regard to the intention of the parties to avoid, where possible, a casual employee working overtime.

37 Time in lieu of Overtime

37.1 An employee may elect to take time off with pay in lieu of overtime. This time off will be equal in hours to the hours worked plus the appropriate overtime penalties.

37.2 Such time in lieu is to be taken within 3 months from the date of the overtime occurring, or at a time mutually agreed between Health Care and employee. If the leave is not taken within 3 months, or on request by the employee at any time, or on termination of employment for any reason, it is to be paid out at the overtime rate applicable to the time when worked.

Termination of Employment and Redundancy

38 Termination of Employment

38.1 Notice of termination by Health Care

- (a) In order to terminate the employment of an employee Health Care will give to the employee the following notice.

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years	4 weeks

- (b) In addition to the notice in clause 38.1(a) above, employees over 45 years of age at the time of the giving of the notice with not less than 2 years continuous service, will be entitled to an additional week's notice.
- (c) Payment in lieu of the notice prescribed in clauses 38.1(a) and/or 38.1(b) hereof will be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice, and part payment in lieu of notice.
- (d) The period of notice in this clause does not apply:
- (i) In the case of dismissal for serious misconduct;
 - (ii) To employees engaged for a specific period of time or for a specific task or tasks;
 - (iii) To trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
 - (iv) To casual employees. In the case of casual employees, one hour's notice will apply.

38.2 Notice of termination by employee

- (a) The notice of termination required to be given by an employee will be the same as that required of Health Care, save and except that there will be no additional notice based on the age of the employee concerned.
- (b) If an employee fails to give the notice specified in clause 38.2(a) Health Care has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under clause 39.2(d), where authorised in writing by the employee.

39 Redundancy

39.1 Where Health Care has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on employees of Health Care, Health Care will consult with affected employees in accordance with the consultation regarding change provision of this Agreement.

39.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) the employee will be entitled to the same period of notice of transfer as they would be entitled to if their employment had been terminated, and Health Care may at Health Care'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 lower ordinary time rates for the number of weeks notice still owing.

39.3 Severance pay

(a) In addition to the period of notice prescribed for termination, an employee whose employment is terminated because Health Care no longer requires the job done by the employee to be done by anyone, will be paid the following amount of severance pay in respect of a period of continuous service.

(i) If an employee is under 45 years of age, Health Care will pay in accordance with the following scale:

Years of Service	Entitlement - Under 45 years of age
Less than 1 year	Nil
year and less than 2 years	4 weeks
years and less than 3 years	7 weeks
years and less than 4 years	10 weeks
years and less than 5 years	12 weeks
years and less than 6 years	14 weeks
years and over	16 weeks

(ii) Where an employee is 45 years of age or over, the entitlement will be in accordance with the following scale:

Years of Service	Entitlement – 45 years of age and over
Less than 1 year	Nil
year and less than 2 years	5 weeks
years and less than 3 years	8.75 weeks
years and less than 4 years	12.5 weeks
years and less than 5 years	15 weeks
years and less than 6 years	17.5 weeks
years and over	20 weeks

39.4 Definitions

"Week's" Pay' means the all-purpose rate of pay for the employee concerned at the date of termination, and will include, in addition to the ordinary rate of pay, over-Agreement payments, shift penalties and allowances provided for in accordance with this Agreement.

39.5 Employee Leaving During Notice Period

An employee whose employment is terminated for reasons set out in clause 39.1 may terminate their employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had they remained with Health Care until the expiry of such notice. Provided in such circumstances the employee will not be entitled to payment in lieu of notice.

39.6 Alternative Employment

Where Healthe Care offers the employee acceptable alternative employment and the employee rejects the offer the severance pay may be reduced to nil, subject to an order of the FWC.

39.7 Time off Period of Notice

- (a) During the period of notice of termination given by Healthe Care an employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee will, at the request of Healthe Care, produce proof of attendance at an interview or they will not receive payment for the time absent.
- (c) For this purpose a statutory declaration will be sufficient.

39.8 Statement of Employment

Healthe Care will, upon receipt of a request from an employee whose employment has been terminated, provide the employee with a written statement specifying the period of the employee's employment and the classification of, or the type of work performed by, the employee.

39.9 Centrelink Separation Certificate

Healthe Care will, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink.

39.10 Employees with Less Than One Year's Continuous Service

This clause does not apply to employees with less than one year's continuous service.

39.11 Employees Exempted

This clause will not apply where employment has been terminated because the conduct of an employee justifies instant dismissal or in the case of casual employees, or employees engaged for a specific period of time or for a specified task or tasks.

Leave and Public Holidays

40 Public Holidays

40.1 For the purpose of this Agreement the following will be deemed to be public holidays, viz: New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday; Easter Monday; Anzac Day; King's Birthday; Labour 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.

40.2 In addition to those public holidays specified in clause 40.1, employees will be entitled to an extra public holiday each year. Such public holiday will occur on the day on which August Bank Holiday is observed, or at the election of Healthe Care may be transferred as an additional public holiday to a day between Christmas and New Year.

40.3 Healthe Care will nominate before 1 July of each calendar year the day on which the additional public holiday is to be observed. Such date will occur within the days Monday to Friday inclusive and will 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 employees.

40.4 The foregoing does not apply in areas where in each year:

- (a) A day in addition to the named public holidays specified in clause 40.1 is proclaimed and observed as a public holiday; or

- (b) 2 half days in addition to the named public holidays specified in the said clause 40.1 are proclaimed and observed as half-public holidays.

40.5 Where an employee works on a gazetted public holiday the employee may request that instead of being paid the public holiday penalty, they will be paid their ordinary hourly rate of pay (plus penalty rates where applicable (ie the penalty rate that would otherwise have been payable on the day will still apply)) and the equivalent amount of hours, as those ordinary hours worked on the public holiday, be added to their annual leave accrual. As part of making the request, the employee will need to specify the day they seek to take as the annual leave day. Health Care will not unreasonably refuse the annual leave day requested.

40.6 Public holidays will be allowed to employees without loss of ordinary pay.

40.7 An employee who works on any public holiday prescribed in this clause, will be paid in lieu of all other shift allowances, weekend penalty rates, casual loading, as follows:

- (a) Full time employees:

- (i) One half time extra for all time worked plus one day's pay in addition to the weekly rate;
- (ii) 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 employee's annual leave accrual balance.

- (b) Part-time employees:

- (i) Time and one-half extra for all time worked, in addition to the weekly rate;
- (ii) Alternatively, if the employee so elects - one-half extra for all time worked and the equivalent number of hours worked added to the employee's annual leave accrual balance.

- (c) Casual employees will be paid at the rate of double time and one half for all time worked.

40.8 Full time shift workers rostered off duty on a public holiday will:

- (a) Be paid 1 day's pay in addition to the weekly rate; or
- (b) If the employee so elects - have 1 day added to the employee's annual leave accrual balance.

40.9 The elections provided for in clauses 40.7 and 40.8 will not be altered by the employee during the currency of this Agreement, unless agreed to by Health Care.

40.10 A part time employee who works a variable roster is entitled to receive benefits as per this clause for a particular public holiday not worked, Health Care will determine this by reviewing the roster pattern of the individual over the preceding 6 months. If the rosters show that the employee has worked 50% or more on the days on which a public holiday falls, the employee will be entitled to receive the rostered off benefit for that public holiday based on the average hours of worked on that particular day over the preceding 6 months.

41 Parental Leave

41.1 Employees are entitled to parental leave in accordance with the provisions of the Fair Work Act 2009, as amended from time to time.

41.2 An employee, other than a casual employee, is not entitled to unpaid leave under the Fair Work Act 2009 (other than unpaid pre-adoption leave) unless the employee has, or will have, completed at least 12 months of continuous service with Health Care. A casual employee's entitlement arises as per the provisions of the Fair Work Act 2009.

41.3 Permanent employees eligible for parental leave in accordance with subclause (a) shall be entitled to one of the following paid parental leave options, based on their status at the birth or adoption of the child:

- (a) 12 weeks' paid maternity/primary care giver leave; or
- (b) 2 weeks' paid partner leave.

41.4 The amount of paid leave provided in this Agreement shall not be reduced in terms of its monetary value by the a federal government payment that an employee may receive under the Paid Parental Leave Act 2010.

41.5 An eligible employee who will be the primary carer shall be entitled to work until their estimated date of birth. At 6 weeks from the date of birth, if requested by Health Care or nominee, the employee shall provide a statement from her medical practitioner to the effect that continuing employment until the date of birth is not a risk to the employee or the unborn child.

41.6 Right to request

- (a) An employee entitled to parental leave pursuant to the provisions of this clause may request Health Care to allow the employee:
 - (1) to extend the 52 weeks of unpaid parental leave by a further continuous period of leave not exceeding 12 months;
 - (2) to return from a period of parental leave on a parttime basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

- (b) Health Care shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect of the workplace or Health Care's business. Without limiting what are reasonable business grounds for the purposes of the Act, reasonable business grounds include the following:
 - (1) that the new working arrangements requested by the employee would be too costly for Health Care;
 - (2) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee;
 - (3) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested by the employee;
 - (4) that the new working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity;
 - (5) that the new working arrangements requested by the employee would be likely to have a significant negative impact on customer service.

41.7 Employee's request and Health Care's decision to be in Writing

The employee's request and Health Care's decision made under (a) and (b) must be recorded in writing.

41.8 Request to return to work part-time

Where an employee wishes to make a request under 41.6, such a request must be made as soon as possible but no less than 7 weeks prior to the date upon which the employee is due to return to work from parental leave.

41.9 Communication during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, Health Care shall take reasonable steps to:
 - (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

- (b) The employee shall take reasonable steps to inform Health Care about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify Health Care of changes of address or other contact details which might affect Health Care's capacity to comply with paragraph 41.9(a) of this subclause.

42 Personal Carers Leave

- 42.1 The entitlement to personal / carer's leave will be in accordance with the NES. This provides for 10 days of personal leave for each completed year of service.
- 42.2 **Accrual of Paid Personal/Carer's Leave**

An employee's entitlement to paid personal leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- 42.3 Each employee will notify their Health Care of their absence from work due to illness, where practicable prior to the commencement of their ordinary working time or rostered shift or otherwise as soon as reasonably practicable, and will inform Health Care of the expected duration of the absence.
- 42.4 All periods of personal will be certified to by a registered health practitioner (which must include a provider number); provided however that Health Care may dispense with the requirement of a medical certificate where the absence does not exceed 2 consecutive days or where in Health Care's opinion the circumstances are such as not to warrant such requirements.
- 42.5 Where an employee continues to receive workers' compensation for a period in excess of 26 weeks, Health Care may 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.
- 42.6 **Carers Leave**
 - (a) **Use of Personal Leave**
 - (i) An employee, other than a casual employee, will be entitled to use, in accordance with this subclause, any current or accrued personal leave entitlement, for the purposes of providing care or support to a member of their immediate family or household, as defined in clause 6 (Definitions), when such persons are ill/ injured or in the case of an unexpected emergency. Such leave may be taken for part of a single day.
 - (ii) The employee will, if required, establish either by production of a certificate from a registered health practitioner (which must include a provider number) or statutory declaration, the illness of the person concerned (may state "medical condition") and that the illness is such as to require the care or support by another person.
 - (iii) The employee will establish by production of documentation acceptable to Health Care or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care or support by the employee.
 - (iv) An employee will, wherever practicable, give Health Care notice prior to the absence of the intention to take leave, the employee's relationship to the person requiring care / support, 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 will notify Health Care by telephone of such absence at the first opportunity on the day of absence.
 - (b) **Unpaid Leave**

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are ill/injured and require care or support or who require care or support due to an unexpected emergency. Health Care and the employee will agree on the period. In the absence of agreement, the employee (including a casual employee) is entitled to take up to 2 days of unpaid leave per occasion, provided the evidence requirements are met.

43 Family and Domestic Violence Leave

43.1 Health Care recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Health Care seeks to develop a supportive workplace in which victims of family violence can come forward for help and support.

43.2 Definition of Family Violence

Health Care accepts the definition of family violence as stipulated in the relevant State legislation. The definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member or household member (current or former).

43.3 General Measures

- (a) Proof of family violence may be required and can be in the form of a document issued by the Police Service, a Court, a Doctor, district nurse, maternal and health care nurse or a Family Violence Support Service or Lawyer, or a signed statutory declaration.
- (b) All personal information concerning family violence will be kept confidential in line with Health Care's Privacy Policy and relevant legislation.
- (c) Contact officers from within the Hospital will be trained in family violence and privacy issues. The names of these contact officers will be made available within the workplace.
- (d) An employee experiencing family violence may raise the issue with their immediate supervisor/manager and/or the Hospital contact officer. The supervisor/manager may seek advice from the Director of Nursing if the employee chooses not to see the Hospital contact, provided that the employee has given permission for that to occur.
- (e) Where requested by an employee, the Hospital contact will liaise with the employee's supervisor/manager on the employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with subclauses (43.4) Individual Support and (43.5), Leave.

43.4 Individual Support

- (a) In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, Health Care will approve a request from an employee experiencing family violence for the following, providing the request is reasonable in all the circumstances:
 1. changes to their span of hours or pattern or hours and/or shift patterns;
 2. job redesign or changes to duties within their skills and capabilities;
 3. relocation to suitable employment within the workplace;
 4. a change to their telephone number or email address to avoid harassing contact;
 5. any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (b) An employee experiencing family violence will be offered a referral to the employee Assistance Program (EAP) and/or other local resources.
- (c) Health Care will make available a pack of resource information in regard to family violence and support services available. An employee that discloses to the Hospital contact or their supervisor that they are experiencing family violence will be given a resource pack of information regarding support services.

43.5 Leave

- (a) Health Care will provide employees who are victims of family violence and need time off work for medical or legal assistance, court appearances, counselling, relocation, or to make other safety arrangements with flexibility to use their personal/carers leave for such purposes.
- (b) In addition, Health Care will provide up to 15 days paid leave per annum to employees who need to do something to deal with the impact of the family and domestic violence that they are experiencing and it is impractical for the employee to do that thing outside the employee's ordinary hours of work. The leave may be taken as consecutive or single days or as a fraction of a day, as needed by the employee. The leave will not accumulate from year to year and will be available in full at the start of each 12 month period of the employee's employment. Hospital executive managers can at their discretion approve an additional period of up to 5 days paid in circumstances where an employee has exhausted their 15 day entitlement within a 12 month period and make an application for further support. This request is to be made in writing and the application must comply with all other aspects of this clause.
- (c) The employee will apply in advance for this leave wherever possible.
- (d) An employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children.

44 Compassionate Leave

- 44.1 An employee is entitled to 2 days of compassionate leave for each occasion (**'permissible occasion'**) when a member of the employee's immediate family, or a member of the employee's household:
- (a) Contracts or develops a personal illness that poses a serious threat to their life; or
 - (b) Sustains a personal injury that poses a serious threat to their life; or
 - (c) Dies.
- 44.2 Where the employee is involved in funeral arrangements, travelling etc., leave may be allowed for up to 3 days for each permissible occasion.
- 44.3 An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
- (a) To spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in clause 44.1; or
 - (b) After the death of the member of the employee's immediate family or household referred to in clause 44.1.
- 44.4 For the purposes of this clause "immediate family" is defined at Clause 6 (Definitions).
- 44.5 An employee may take compassionate leave for a particular permissible occasion as a single continuous 2 day period; or 2 separate periods of 1 day each; or any separate periods to which the employee and Health Care agree.
- 44.6 If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- 44.7 If, in accordance with this Clause, an employee, other than a casual employee, takes a period of compassionate leave, Health Care must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period. For casual employees, compassionate leave is unpaid leave.
- 44.8 The employee, if required by Health Care, will supply relevant evidence of the requirement for such leave.
- 44.9 Exceptional Circumstances Compassionate Leave

- (a) The above principles are not intended to codify completely purposes for which compassionate leave with pay may be allowed. The element of unforeseen emergency could be present in other situations, eg. floods and bushfires, which clearly prevent attendance for duty. An employee may make an application to access this leave in extenuating circumstances.
- (b) In view of the purpose for which compassionate leave is intended, it is not possible to prescribe a precise limitation of the amount of leave to be granted in a given period. It is suggested, however, that only under the most exceptional circumstances should leave exceeding a total of 3 days be granted to an employee in any year other than in accordance with this clause.
- (c) Where an employee is forced to absent themselves other than in accordance with this clause or in circumstances that do not reasonably constitute an unforeseen emergency, the employee can cover such an absence by applying for leave without pay or, if the employee so desires, taking annual leave.

45 Annual Leave

- 45.1 Permanent employees will be entitled to 4 weeks paid annual leave for each year of service with Health Care. An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year. Provided that where an employee takes a period of paid annual leave, Health Care must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.
- 45.2 Provided that the following employees will be entitled to 5 weeks annual leave for each year of service:
- (a) A permanent employee who is regularly rostered to work Sundays and public holidays (for the purposes of the NES); and
 - (b) Radiographers working a 7 day roster (shift work) will be entitled to five weeks' annual leave.
- 45.3 Annual leave may be taken for a period agreed between an employee and Health Care. Health Care will not unreasonably refuse to agree to a request by the employee to take paid annual leave.
- 45.4 Where the annual leave or any part thereof has been taken before the right thereto has accrued, the right to further annual leave will not commence to accrue until after the expiration of the year of employment in which that annual leave accrued.
- 45.5 Where the employment of an employee is terminated, the employee will be entitled to receive any accrued and unused annual leave and applicable leave loading.
- 45.6 Credit of time towards an allocated day off duty will not accrue when an employee is on ordinary annual leave, in accordance with clause 45.8.
- 45.7 Payment in lieu of an amount of annual leave
- (a) Upon receipt of a written request by an employee, Health Care may authorise the employee to receive pay in lieu of an amount of annual leave.
 - (b) Paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
 - (c) Where an employee forgoes an entitlement to take an amount of annual leave, the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.
 - (d) Superannuation guarantee contributions will be paid in relation to the amount of annual leave and annual leave loading for which payment is received in lieu.

45.8 Where an employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for shiftworkers (as defined for the purposes of the NES in this Agreement) such employee has an excessive leave accrual ('**Excess Leave**'). In the circumstances of Excess Leave, Health Care may direct the employee to take a period of annual leave ('**Direction**') by giving not less than 8 weeks to the employee, and subject to the following:

- (a) Before a Direction can be made, the employee will first be given a reasonable opportunity to submit a plan to reduce their total annual leave accrued balance to not more than 6 weeks within a period of 6 months (leave reduction plan);
- (b) Health Care will not unreasonably refuse to agree to an employee's leave reduction plan which may include saving leave for an extended vacation within 12 months of the date of agreement to the leave reduction plan. The agreement is to be in writing and signed by both Health Care and employee;
- (c) The employee cannot be directed to take annual leave where such direction would result in the employee being directed to reduce the accrued leave to less than 6 weeks and the Direction must relate to a leave period of at least 1 week.

45.9 Allocated Days Off

- (a) An employee may elect, with the consent of Health Care, to take a allocated day off at any time.
- (b) An employee may elect, with the consent of Health Care, to take allocated days off in part day amounts.
- (c) An employee may elect, with the consent of Health Care, to accrue up to 5 allocated days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between Health Care and employee, or subject to reasonable notice by the employee or Health Care

45.10 Shutdown during periods of low occupancy

- (a) Health Care may temporarily close part or the whole of the hospital not more than once every 12 months for a period not exceeding 2 weeks.
- (b) Where practicable, Health Care will give at least 2 months, but in any event no less than 6 weeks, notice of the dates of the closedown; all prospective employees will be advised of any closedown in the letter offering them employment.
- (c) An employee with an entitlement to annual leave and / or accumulated Additional Days Off (ADOs) sufficient to cover the closedown period will be required to access their accumulated annual leave and / or ADOs for the period of the closedown. The employee may choose the combination of annual leave and accrued ADOs that they will use to cover the closed own period.
- (d) Where an employee has an entitlement to annual leave which is less than the period of the closedown, they will have to choose one of the following 4 options to cover the difference between their current annual leave entitlement and the length of the closedown:
 - (i) Temporary reassignment to another part of the Hospital or another Health Care site (in such cases any additional travel would be reimbursed); or
 - (ii) Access any accrued ADOs; or
 - (iii) Take annual leave in advance; or
 - (iv) Take leave without pay.

By mutual agreement between Health Care and employee, more than one of the options available under this sub-clause (d) may be used to cover the difference between an employee's current annual leave entitlement and the length of the closedown.

- 45.11 Employees will continue to be able to access annual leave throughout the year. They will not be required to store their annual leave for use during a closedown.
- 45.12 Given the history of longstanding arrangements, in the case of Dubbo Private Hospital, Health Care may temporarily close part or the whole of that hospital not more than once every 12 months for a period not exceeding 3 weeks.

46 Annual Leave Loading

- 46.1 Employees who become entitled to annual leave under clause 45.1 of this Agreement will receive an annual leave loading of 17.5% 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 will include the following Agreement allowances, namely: leading hand allowance; qualification allowances; service allowance; but will not include any penalty or overtime rates prescribed by this Agreement.
- 46.2 No loading is payable where the annual holiday is taken wholly or partly 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 45 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.
- 46.3 Where the employment of an employee is terminated by Health Care 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 will be paid the loading provided for in clause 46.1 for the period not taken.
- 46.4 Where an employee who is a shift worker as defined in clause 6 (Definitions) of this Agreement, is given and takes an annual holiday they will be paid the loading set out in clause 46.1, 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 will be paid to the employee in lieu of the loading.

47 Long Service Leave

- 47.1 Every employee after 10 years' continuous service with the same employer will be entitled to 2 months' long service leave on full pay; after 15 years' continuous service to an additional 1 month's long service leave on full pay; and for each 5 years' continuous service thereafter to an additional 1 and 1 half months' long service leave on full pay. Such leave will be taken at a time to be mutually arranged between Health Care and the employee.
- 47.2 Further, an employee will have access to long service leave after 7 years, which will be pro rata of the entitlement set out in clause 47.1 above. However, the employee can only take periods of 1 week or more. For exceptional circumstances, when all accrued Time in Lieu and Annual Leave has been exhausted, Long Service Leave of less than 1 week may be approved by Health Care.
- 47.3 Where the service of an employee with at least 5 years' service is terminated by Health Care for any reason other than the employee's serious and wilful misconduct, or by the employee, the employee will be entitled for 5 years' service to 1 month's long service leave on full pay and for service after 5 years to a proportionate amount for long service leave on the basis of 2 months' long service leave for 10 years' service.
- 47.4 Where an employee has acquired a right to long service leave under this clause, then and in every such case:
- (a) If before such leave has been entered upon, the employment of such employee has been terminated, such employee will be entitled to receive the monetary value of the leave to which such employee has been entitled computed at the rate of salary which such employee had been receiving immediately prior to the termination of employment;

- (b) If an employee dies before entering upon long service leave, or if after having entered upon the same, dies before its termination, Health Care will upon request by the employee's personal representative pay to the employee's personal representative 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.

47.5 For the purpose of this clause:

- (a) 1 month equals 4 and 1/3 weeks;
- (b) Continuous service with the same Health Care or in the same place of employment prior to the coming into force of this Agreement will be taken into account;
- (c) Continuous service will be deemed not to have been broken by:
 - (i) Any period of absence on leave without pay not exceeding 6 months; or
 - (ii) Absence of an employee from the place of employment whilst a member of the Defence Forces of the Commonwealth in time of war; or
 - (iii) Any period of absence on parental leave taken by the employee in accordance with the Act.

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

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

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

47.9 Requests for alterations to payment and quantum of leave

- (a) At the request in writing of the employee, and then by agreement of Health Care, Long Service Leave entitlements may be taken as double the quantum of leave at half pay.
- (b) Where the employee is considering making such a request, Health Care recommends that the employee seek independent financial advice as to the relevant taxation implications, if any, prior to making such a request.
- (c) Health Care will provide to the employee in writing an indication of the payment and the tax payable as a result of the employee considering to take double the leave at half pay prior to the request by the employee being finalised.

48 Ceremonial Leave

48.1 An employee who is legitimately required by First Nations tradition to be absent from work are, with the approval of Health Care, entitled to 10 days of paid leave per year for cultural and ceremonial duties. Such duties may include, but are not limited to: First Nations cultural and ceremonial obligations; participation in National cultural celebrations, sacred site or land ceremonies; Sorry Business or Sad News.

48.2 The 10 days of paid leave per year does not accumulate from year-to-year (ie it resets each year).

48.3 Employees are eligible for their full entitlement from their commencement date. The entitlement need not be taken in one continuous period per year.

General Matters

49 In Service Education and Training

- 49.1 All employees have a responsibility to maintain and upgrade their skills commensurate with the requirements of their position. In particular every employee must attend training required to meet statutory responsibilities including but not limited to: fire and emergency training, manual handling training, infection control, food handling provided by Health Care in each 12 month period or as required.
- 49.2 Where the employee attends compulsory training other than during the course of a rostered shift, the minimum payment will be the length of the training or one hour whichever is the greater. The payment for such training time will be at the employee's base ordinary hourly rate of pay. Alternatively, on approval from Health Care, the employee may be granted paid time off equivalent to the time spent attending the training
- 49.3 Health Care may require employees to complete mandatory training through e-learning and will provide a computer and schedule time during work hours to complete the modules. Allocation of time for e-learning training is to be planned and agreed between Health Care and employee. E-learning activities can by prior approval by Health Care be completed outside the employee's ordinary hours. In such circumstances, the employee will be paid for the allocated time for that particular module at their ordinary rate of pay with minimum allocated time of 15 minutes. If the employee is unable to complete the training or activity within the allocated time, the employee should cease the training or activity, and then bring this to the attention of their manager at the first available opportunity. The manager and the employee will discuss any reasons for the employee's inability to complete the module within the allocated time and the granting of further time to complete the module.
- 49.4 Where an employee finds that it takes more than the allocated time to complete a module, they should log out of the training (which will save it automatically) and bring this to the attention of their manager. The manager will take steps to ensure the employee is able to complete the training by:
- (a) Arranging for the module to be completed in working hours in the workplace and ensuring access to IT resources to allow this to occur; and/or
 - (b) Taking steps to assist the employee to complete the modules (for instance by providing training on computer literacy or on increased proficiency in reading the English language).

50 Delegate Rights

- 50.1 Health Care recognises the HSU as being the union that will represent employees covered by the Enterprise Agreement.
- 50.2 A workplace delegate of the HSU may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:
- (a) Consultation about major workplace change;
 - (b) Consultation about changes to rosters or hours of work;
 - (c) Resolution of disputes;
 - (d) Disciplinary processes;
 - (e) Enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and
 - (f) Any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

- 50.3 Before exercising entitlements under 50.2 (above) a workplace delegate must give Health Care written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide Health Care with evidence that would satisfy a reasonable person of their appointment or election.
- 50.4 A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- 50.5 A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.
- 50.6 Health Care will provide a workplace delegate with access to or use of the following workplace facilities:
- (a) A room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - (b) A physical or electronic noticeboard;
 - (c) Electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - (d) A lockable filing cabinet or other secure document storage area; and
 - (e) Office facilities and equipment including printers, scanners and photocopiers.
- 50.7 Health Care is not required to provide access to or use of a workplace facility if:
- (a) The workplace does not have the facility;
 - (b) Due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (c) Health Care does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.
- 50.8 A workplace delegate's entitlements are subject to the conditions that the workplace delegate must, when exercising those entitlements:
- (a) Comply with their duties and obligations as an employee;
 - (b) Comply with the reasonable policies and procedures of Health Care, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (c) Not hinder, obstruct or prevent the normal performance of work; and
 - (d) Not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- 50.9 Health Care is not required to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- 50.10 This clause does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.
- 50.11 Leave for a workplace delegate to attend trade union and union delegate courses/seminars will be to a maximum of 5 days per calendar year (non-cumulative) per hospital (Appendix 2 refers) for the totality of all applications of paid trade union, union delegate training leave, will be available for the purpose of trade union training, union delegate courses, seminars provided that:
- (i) That 2 weeks period of notice is provided to Health Care;
 - (ii) The taking of leave is arranged having regard to the operational requirements of Health Care; and

(iii) This leave will be paid at the ordinary time rate of pay.

50.12 Leave of absence granted pursuant to this clause will count as service for all purposes of this Agreement.

51 Purchased Leave

- 51.1 Purchased leave is where employees have planned absences of up to 2 weeks of leave which is funded by proportionate salary deductions spread evenly over the year. This allows employees to continue to receive pay during such leave.
- 51.2 Purchased leave must be utilised within the 12 month period in which it was purchased. Unused purchased leave will be paid out to the employee at the end of the 12-month period during which has accrued.
- 51.3 Purchased leave counts as service for all purposes.
- 51.4 When the employee makes an application for purchased leave, they must state the period of leave proposed to take the purchased leave.
- 51.5 Health Care's approval of purchased leave will be based on the operational requirements of Health Care, having regard to the period of leave requested, personal needs and family responsibilities of the employee.
- 51.6 Once a period of purchased leave has been approved, it may only be revoked by Health Care where exceptional circumstances exist. In the event of revocation, any accumulated leave may be paid out to the employee, or the leave deferred to a date mutually agreed by Health Care and employee.
- 51.7 Where an employee leaves Health Care during a year in which purchased leave has been approved, final payment will be adjusted to take account of deductions not yet made and leave not taken.
- 51.8 Annual leave loading is not payable on purchased leave.

52 Examination Leave

- 52.1 Qualified employees will be granted leave with full pay in order to attend examinations necessary to obtain higher qualifications relevant to this agreement's classifications as approved from time to time by the respective ethical bodies representing the individual employee.
- 52.2 The amount of leave to be granted will be such as to allow the employee to proceed to the place of examination and, in addition, to allow one clear working day other than a Saturday or a Sunday for pre-examination study if this is desired.
- 52.3 Examination Leave is limited to 3 days per calendar year.

53 Jury Service

- 53.1 An employee other than a casual employee, required to attend for jury service during their ordinary working hours will be reimbursed by Health Care an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of ordinary salary they would have received in respect of the ordinary time they would have worked had they not been on jury service. The period of payments of jury service will be limited to the period prescribed under the NES.
- 53.2 An employee will notify Health Care as soon as possible of the date upon which they are required to attend for jury service. Further the employee will give Health Care proof of their attendance at the court, the duration of such attendance and the amount received in respect of such jury service.

54 Professional Development

- 54.1 The Hospital has traditionally ensured that operating budgets make reasonable provision for the ongoing professional development of Health Professional employees. Health Care will support all Health Professional employees to attend relevant seminars and conferences. Costs will either be shared or paid for in total by Health Care when appropriate. Any Health Care financial assistance is to be approved prior to attending the conference / professional development seminar.
- 54.2 Employees are expected to participate in professional skill development to ensure that they perform at a standard consistent with competencies relevant to their classification and registration and that aligns to the strategic direction of the hospitals.
- 54.3 On the basis of assessed needs, a range of programs/topics relevant to care delivery will be provided by Health Care and employees are encouraged to attend.
- 54.4 Health Care's training/educational goals for professional employees will be established and reviewed in consultation with employees. Individual training/educational goals and needs will be established and reviewed as part of Health Care's performance and competency appraisal system.

55 Higher Qualification Allowance

55.1 Higher Qualification Allowance

- (a) An employee who holds an additional post graduate diploma qualification which is of direct relevance to their current clinical duties will be paid an allowance per week as per Appendix 1.
- (b) An employee who holds a masters degree which is of direct relevance to their current clinical duties will be paid an allowance per week as per Appendix 1.
- (c) A higher qualification allowance will not be payable where such qualification was the base qualification leading to the employee's registration. Provided further that such allowances will not be cumulative in the case of multiple higher qualifications – the employee will be entitled to the higher allowance.
- (d) Payment of an allowance under this clause is subject to the employee providing satisfactory evidence of the qualification to Health Care as explained below.

55.2 Process

- (a) Subject to clause 55.2(c) below, a qualification allowance in this clause is not payable until:
 - (i) The employee has provided evidence of the employee's qualification to Health Care; and
 - (ii) The evidence has been accepted by Health Care as demonstrating that the qualification is of direct relevance to the employee's current position.
- (b) Where the evidence is accepted by Health Care, payment of the qualification allowance will be made from the first full pay period after the date that evidence is provided to Health Care.
- (c) Unless requested by Health Care, a new employee will not be required to provide evidence of a qualification where the employee has provided a copy of their resume/CV, which discloses the holding of a relevant qualification. In these circumstances, provided the qualification is of direct relevance to the employee's position, the qualification allowance will be paid from the date of employment.

56 Workplace Health and Safety

Health Care is committed to continuous improvement in health and safety standards and has established consultative arrangements which are in accordance with the relevant

workforce health and safety act and regulations. Health Care will ensure ongoing training and support is provided for managers, supervisors and employees in respect to workforce health and safety standards.

57 Notice Board

Health Care will make available a Notice Board in the work location accessible to employees, for the purpose of authorised representatives posting information relating to the observance, application and operation of the Agreement.

58 A Fairer, Safer Work Environment

Health Care will provide the following amenities at each facility, where practicable, such that each is accessible by all employees:

- (i) A suitable change room, adequate washing and toilet facilities; and
- (ii) A locker fitted with lock and key, or other suitable place, for the safe keeping of clothing and personal items; and
- (iii) Kitchen amenities including tea, coffee, milk and sugar.

Schedule 1 – Classifications

ADMINISTRATIVE EMPLOYEE

Administration Officers

Classification Criteria are guidelines to determine the appropriate classification level under this agreement and consists of characteristics and skills.

Key Characteristics is the principal guide to classification as is designed to indicate the basic knowledge of the position and associated level of responsibility / accountability of the position.

typical duties / skills are a non – exhaustive list of duties / skill that may be comprehended within the particular level. It is an indicative guide only, and at any level tasks of lower level maybe required to be undertaken, and the utilisation of one or more of skills required depending on work allocation,

Grade 1 (1,2,3,4 or 5 Years)

An employee who is appointed at this level will work under the following arrangements and will have the typical duties and skills as stated:

Key Characteristics

Work under direct supervision

Routine and repetitive clerical and office functions which requires the exercise of limited discretion

Entry level responsibilities

Typical duties and skills

Directing telephone calls to the appropriate employee and departments

Relaying internal information and greeting visitors

Maintenance of basic manual or computerised records, checking figures, matching documents

Filing, mail distribution, simple stock control, basic typing and/or dictation, some medical terminology, computer skills and routine operation of office equipment

Basic data entry

Basic knowledge of patient/resident/client privacy and confidentiality

Grade 2 (1 yr or =>2 years)

An employee who is appointed at this level will work under the following arrangements and will have the typical duties and skills as stated:

Key Characteristics

Work under general supervision with intermittent checking

Applied general knowledge and skills to a range of tasks with limited complexity Exercise discretion in minor decision making

Responding to or redirecting enquiries and taking appropriate action

Operation of telephone equipment

Maintenance of all records

Greet visitors and attend to their needs

Typing skills

Broad range clerical functions including but not limited to basic word processing, emailing and operation of office equipment

Organise and arrange own work schedule

Typical Duties/Skills

Reception or Switchboard operation for the major part of his/her time, directing telephone calls to the appropriate employee, responding to general enquiries

Issuing and receiving standard forms

General customer service duties such as relaying internal information and greeting visitors. Maintenance of basic manual or computerised records

Filing, mail distribution, simple stock control, basic typing and/or dictation, medical terminology, computer skills and routine operation of administrative equipment General clerical duties and use of computer for general administrative duties (examples – Ward Clerk, Medical Receptionist, Administrative Assistant)

Grade 3 (1 yr or =>2 years)

An employee who is appointed at this level will work under the following arrangements and will have the typical duties and skills as stated:

Key Characteristics

In addition to Grade 2 performs clerical duties which include specialised skills and knowledge (eg., accounts receivable and payables, contracts and legislation, stenography, patient admissions and discharges)

Work with limited supervision to resolve problems in own area of responsibility. Coordinate workflow and accountability for own work

Planning, initiative, discretion, judgment used regularly

Training/mentoring of lower levels / Training new employees in role requirements

Typical Duties/Skills

Apply invoicing procedures and contract rules of payers

Admitting patients including financial responsibility

Patient billing/collection of fees

Thorough knowledge of HIC legislation

Broad range clerical functions including but not limited sound knowledge of computer applications

Demonstrated skill level of internal policies and procedures such as billing modules, health fund requirements, corporate policies and procedures;

Grade 4 (1 yr or =>2 years)

An employee who is appointed at this level will work under the following arrangements and will have the typical duties and skills as stated:

Key Characteristics

Perform administrative duties with minimal supervision and is regularly required to exercise independent initiative and judgement on a range of activities

Extensive knowledge of office procedures and the business operations

Expert in their field, mentoring and supervising the work of other administrative employees.

Seek ways to improve administrative processes, prepares work procedures and guidelines

Proactively seeks opportunities to train employees

Planning, initiative, discretion, judgment used often High degree of interpersonal skills

Able to interpret and explain policy

Typical Duties/Skills

Responsible for effective administrative functions of assigned area May supervise or lead a team of up to 7 FTE (not mandatory)

Previous experience in the discipline or broad administrative experience with relevant certificate/ diploma level qualification, expert knowledge skill and competency in their discipline Roles may include: transactional accounting under the direction of a finance manager, Day program liaison coordinator, admission and discharge co-ordinator,

Grade 5 (1 yr or =>2 years)

An employee who is appointed at this level will work under the following arrangements and will have the typical duties and skills as stated:

Key Characteristics

Manages a functional area in the Hospital: admissions; billers / debtors; receptionists; switch; medical records; accounts payable; IT site contact

Exercises substantial responsibility and independent initiative and judgement

Performs clerical duties and office administration which may require liaison with external parties and organisations

Industry specific knowledge regarding contracts and legislation

Responsible for own work

Specialist knowledge/experience

Typical Duties/Skills

Manage a functional area with supervisory responsibility for up to 14 FTE;

Previous supervisory experience in the discipline with relevant diploma level qualification or broad administrative experience with a track record of leading teams

Supervisory duties - set priorities and monitor workflow; resolve operational matters; counselling employees for performance; recruitment; preparation and maintenance of rosters; development of strategies or work practices; development of training programs

Prepare work procedures and guidelines Coordinate workflow

End of month responsibilities

Responsible for accuracy of financial data and reports

Hospital Administration / Practices Supervisor (Level 1 = Hospital < 100 beds, Level 2 = Hospital of 100 – 199 beds, Level 3 = Hospital > 200 beds)

A person who is responsible for managing an administrative team across 2 or more functional area including but not limited to Front Office, Accounts, Theatre Bookings, Purchasing. The person oversees the day to day operations of the administrative or hospital practices and is responsible for developing the departmental goals, policies and procedures.

Executive Administrator (Level 1 = Hospital < 100 beds, Level 2 = Hospital of 100 – 199 beds, Level 3 = Hospital > 200 beds)

Reports to the Hospital's CEO and is responsible the hospital's general administration services including internal and external communications, document management, scheduling meetings, prepare and maintain confidential correspondence and ensure the hospital's administrative procedures comply with quality and accreditation requirements.

For larger hospitals there is increased volume of activity and this is reflected by the Level. For those Executive Administration roles that have additional role responsibilities for the hospitals (eg., return to work co-ordinator) the role may be regraded as per Clause 16 – Re-grading.

SUPPORT EMPLOYEE

Catering Officer (Yr 1 or >=Yr2)

A person who reports to the Catering Manager or Chief Executive Officer and is responsible for the day to day operations of the catering services of the hospital

Chef (Yr 1 or >=Yr2)

A person whose duties may include the supervision of employees, give any necessary instruction in all the branches of cooking, preparation of food service employee rosters, assist in the planning of meals, assist in the pricing of meals for departmental budgets, assist in the requisitioning and purchasing of all stores and to assist where necessary in the preparation and supervision of the plating of meals.

Cook (Level 1 = Hospital < 100 beds, Level 2 = Hospital of 100 – 199 beds, Level 3 = Hospital > 200 beds)

A person who prepares meal in accordance to the guidelines and schedule of the hospital.

Catering / Cafe Manager (Level 1 = supervises < 6FTE employees, Level 2 = supervises =>6 FTE employees)

A person who has qualifications and experience entitling full membership of the Institute of Hospital Catering, and who is responsible for the overall effective and efficient organisation, management and delivery of food services/catering for the organisation and any other bodies, organisations to which services are provided. Liaise with patients and employees to obtain appropriate meal requirements of patients, and to tally and collate the overall results for the catering and/or dietary department.

Hospital Services Manager (Level 1 = supervises 0-15 FTE employees, Level 2 = supervises 16-30 FTE employees, Level 3 supervises > 30 FTE employees)

A person who holds relevant qualifications in hospital catering services and is responsible for catering and cleaning services of the hospital. Reports to the CEO and is in charge of the overall effective and efficient organisation, management and delivery of food services, catering and general services for the hospital

GENERAL SERVICES

General Services Officer-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.

General Services Officer-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 or residents 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.

General Services Officer-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, 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 will not exceed the number of cooks and/or chefs employed at that facility). Includes Laundry Supervisor, no certificate.

General Services Officer-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. This Grade includes the role of Laundry Supervisor in possession of laundry and dry cleaning certificate.

Wardsperson – (yr 1 or => 2 years)

A person who is required to undertake limited duties associated with the care of patients under the supervision of a registered nurse, such as shaves, routine toileting, assistance with mobility and patient transferring, bathing of patients, general assistance with patients and equipment, and cleaning duties.

Environmental Services Manager (Level 1 = supervises < 6FTE employees, Level 2 = supervises 6 - 12 FTE employees, Level 3 = supervises >12 FTE employees)

A person appointed who is responsible for the management of all cleaning and environmental service functions within the organisation including the administration, direction and control of employees.

STOREPERSON

Storeperson- Grade 1 - means a person who performs any or all of the following duties: general warehouse duties in the stores department associated with ordering, handling, and delivery of stock to all departments using electronic procurement systems, loading, and unloading deliveries, assisting with inventory control, receipt and delivery of goods, maintaining the tidiness and safety of storage areas.

Storeperson-Grade II means a person who, in addition to the duties contained within Grade I, can perform any or all of the following duties: Loading and unloading deliveries using a forklift, raising orders for items related to loaned and consigned prosthetic items.

MAINTENANCE

Gardener

A person who is engaged in horticulture, gardening, green-keeping, floral decoration and all phases of allied works such as rockery building, paving, landscaping and the like, and will include the driving and/or operation of motorised tractor-hauled or mechanical equipment.

Gardener (Qualified) - means a gardener who holds a recognised certificate in gardening and horticulture and has 4 years' gardening experience.

Maintenance Officer (Level 1 = non tradesman qualifications, Level 2 = tradesman qualifications)

A person who has overall responsibility for the hospital, liaising with third party contractors to ensure maintenance schedule and problems are addressed in a timely manner and within budget. This person may be required to supervise other maintenance employees employed by the hospital or contractors.

Facilities Manager (Level 1 = Hospital < 100 beds, Level 2 = Hospital of 100 – 199 beds, Level 3 = Hospital > 200 beds)

A person who has overall responsibility for the hospital supplies and maintenance, negotiating contracts and manages the maintenance employees.

MEDICAL / TECHNICAL / SCIENTIFIC EMPLOYEE

Anaesthetic Technician (Yrs 1 or =>2)- means a person who is wholly or mainly engaged in assembling, checking, maintaining and monitoring anaesthetic equipment before, during and/or after operations.

Qualified Anaesthetic Technician (Yrs 1,2,3,4,5,6 or =>7) - means a person holding the diploma issued by the Society of Anaesthetic and Operating Theatre Technicians, who has a minimum of 2 years post-graduate service as an Anaesthetic and Operating Theatre Technician. A Senior Anaesthetic Technician will be assumed where responsibility for the supervision of other Anaesthetic Technicians is regularly required.

HEALTH INFORMATION MANAGEMENT

Non Qualified Clinical Coder

A person employed in the area of clinical coding in a hospital with no qualifications in the profession or who is working toward qualifications acceptable to the Health Information Management Association of Australia or such other qualifications deemed to be equivalent by Health Care.

Qualified Clinical Coder (Medical Records Administrator) (yrs 1-7)

A person employed in the area of clinical coding in a hospital, who has qualifications acceptable to the Health Information Management Association of Australia or such other qualifications deemed to be equivalent by Health Care. Key responsibility is to code medical records to identify the patient's diagnostic related group/s for billing revenue.

A Senior Qualified Coder:

A person who:

- Has at least 7 years of coding experience;
- Is appointed to the position;
- Is competent across all site-specific case-mixes;

- Has responsibilities which are above and beyond coding, such as but not limited to:
 - Mentoring of or educating less experienced coders
 - Preparing health data such as HCP
 - Producing rosters and human resource management.

Health Information Manager (Grade 1-5 based on number of beds)

A person appointed as such and who is a qualified MRA (as defined) and is responsible for the administration and control of the Medical Record Department.

Within each HIM Grade, there are 2 Levels:

Level 1 – Recently qualified HIM, reporting to a Senior Manager. Main duties include coding and preparing medico legal and doctor correspondence.

Level 2 – At least 7 years post graduate experience, possessing extensive knowledge in one or more specific branches of the profession, with a proven record in teaching and/or research, and working in an area that requires high levels of specialised knowledge and performance. Areas of specialty may include case-mix analysis and clinical costing, specialised information technology software development and/or application, provision and/or supervision of services across a number of different (geographically or by service type) facilities, coordination of a Clinical Trials service and/or Quality Assurance project work.

Parameters for Level 2 may include some of the following: consultative role, specialised project work, lecturing in their clinical speciality, teaching undergraduate and/or post graduate students, and providing supervision and education to other Health Information Managers and employees from other disciplines.

Theatre: Operations Assistants Operations Assistant (yrs 1-3 and = >4 yrs)

Yrs 1-3: A person who only escorts patients within the operating theatre but does not enter the theatre to assist with procedures and positioning of the patient.

= >4 yrs: Escorts patients within the operating theatre and at times enter the theatre to assist with procedures and positioning of the patient.

Senior Operations Assistant (<6 operating theatres, 6-9 operating theatre or 10 or more operating theatres). Operating theatres does not include cath lab

An experienced Operations Assistant who is certified by the hospital as competent to assist in any type of surgical operation conducted at the facility. The Senior Operations Assistant will be deemed to be a supervisory role, with a higher level of accountability than that of an Operations Assistant. The duties performed may include, but not be limited to; maintaining rosters, ordering and maintaining equipment and revision of procedure and equipment checklist.

(MRS) Medical Imaging Services

Role the (MRS) in operating theatre/Catheter Labs

The (MRS) or Diagnostic Radiographers within an operation theatre/cath lab is responsible for handling the control of the imaging, under the supervision of the surgeon or Interventionalist, the radiographer provides the medical specialist with their desired images and views of a particular body region/organ to aide diagnostic imaging and general based treatment.

An (MRS) is a key member of the health care team within the operating theatre or cath lab service provision. The (MRS) needs to have the scientific and technological background to understand and use the equipment within a modern peri-operative and cath lab complex, as well as strong interpersonal skills. They need to be able to demonstrate care and understanding and have a general interest in the patient’s welfare.

The following (MRS) levels and gradings will allow any Healthcare CEO to confidently implement a ‘newly’ employed (MRS) or an (MRS) who applies for a regrading in any size hospital according to the following parameters:

Level 1 –(1-2yrs)

- ❖ A person accredited by the Australian Institute of Radiography, who has obtained a Bachelor of Applied Science (Medical Radiations) or its equivalent and is in the process of attaining a Statement of Accreditation from the Australian Institute of Radiography.

Definition:

- Would be a new graduate with less than 2 yrs experience who would require supervision, undergo a competency program and supported by their peers
- The MRS at this level will require a minimum of 2 yrs service and training in areas required by the organisation before progressing to a higher grade.

Level 2 Grade 1 (Years 1-2)

(MRS) Radiation Safety Officer

- ❖ A person who has obtained a Bachelor of Applied Science (Medical Radiations) or its equivalent and who is eligible to hold a Statement of Accreditation of the Australian Institute of Radiography. They also need to be registered with the Australian Health Practitioner Regulation Agency.

Responsibilities will include:

- Radiation safety Officer
- Be able to demonstrate a high level of competency including being able to work independently with minimal supervision
- Be able to demonstrate sound communication and organisational skills

Level 2 Grade 2 (Year 1-2)

(MRS) Radiation Safety Office

- ❖ A person who has obtained a Bachelor of Applied Science (Medical Radiations) or its equivalent and who is eligible to hold a Statement of Accreditation of the Australian Institute of Radiography. They also need to be registered with the Australian Health Practitioner Regulation Agency and has a minimum of 4 years post grad experience.

Responsibilities may include those of Level 2 Grade 1 as well as:

- Be able to demonstrate a high level of competency and consistent high standard of clinical practice and decision making
- Be able to demonstrate a high level of communication and interpersonal skills
- Be able to support and supervise junior members in training
- Be able to work independently and act as a key resource within the complex when required
- Be able to provide support and act as a resource in workplace safety
- Be able to demonstrate a commitment to participate in departmental in-service education relevant to the identified area of expertise

Level 3 Grade 1 (Years 1-2)

(MRS) Radiation Safety Officer

- ❖ A person who has obtained a Bachelor of Applied Science (Medical Radiations) or its equivalent and who is eligible to hold a Statement of Accreditation of the Australian Institute of Radiography. They also need to be registered with the Australian Health Practitioner Regulation Agency with a minimum of 6 years post graduate experience.

Responsibilities may include those of Level 2 Grade 2 as well as:

- The (MRS) is able to work an entire shift as the Sole Radiographer in the theatre complex and is competent in all specialities for clinical imaging within the operating complex.
- Be able to demonstrate a high level of competency for imaging within the cath lab
- Be able to relieve the team leader when required
- Be actively involved as a resource in the hospital wide accreditation, inclusive of radiation accreditation
- Support the complex management in conducting audits for OHS as required

Level 3 Grade 2 (Year 1-2)

(MRS)Dual Modality& Radiation Safety Officer

- ❖ A person who has obtained a Bachelor of Applied Science (Medical Radiations) or its equivalent and who is eligible to hold a Statement of Accreditation of the Australian Institute of Radiography. They also need to be registered with the Australian Health Practitioner Regulation Agency.

Responsibilities may include those of Level 3 Grade 1 as well as:

- The (MRS) is able to competently work an entire shift as the Sole Radiographer in the Cath lab or theatre complex and is competent in Ortho/Urology/General and Neurosurgery clinical imaging.
- Be able to demonstrate a high competency level and organisational skills
- Be able to support and supervise junior members in training, education for the theatre complex employees and /or cath lab employees in radiation safety and imaging competency.
- Quarterly clinical reviews to contribute to employees CPD points
- Be able to undertake supervision of operational and on call rosters in consultation with the complex manager
- Work in consultation with the complex manager in conducting employees appraisals
- Work in partnership with the complex manager in the recruitment process
- Liaises with key medical specialists to ascertain level of service delivery

Level 3 Grade 3

A person who has obtained a Bachelor of Applied Science

- ❖ (Medical Radiations) or its equivalent and who is eligible to hold Statement of Accreditation They also need to be registered with the Australian Health Practitioner Regulation Agency.

Responsibilities may include those of Level 3 Grade 2 as well as:

- Acts as a key resource in developing new service provision
- Works in partnership with the complex manager to assist in the development of the operating theatre and/or cath lab strategic plans
- Senior clinicians support education activities
- Have the ability to act as a consultant across Healthcare sites when required in service delivery development and redesign
- Clinical expertise promotes a level of competency to provide consultancy service across a clinical or geographic region
- Decision making activities demonstrate an understanding of the legal and ethical issues regulating current radiography practice.
- Provide advice to service managers in accordance with health fund contracts

- (MRS) who has obtained and utilises a post-graduate degree in:
 - Education
 - Ultrasound
 - Management
 - MRI
 - CT
 - Cardiac Electrophysiology

Chief Radiographer

The Chief Radiographer is a person who manages a department with specific key performance indicator targets related to a cost centre and 6 or more FTE MRS (Diagnostic Radiographers) in addition to other associated departmental employees eg. Clerical, hospital assistants, etc.

The Chief radiographer would have the responsibility for the overall organisation of the cost centre and be responsible for tasks such as coordinated implementation of existing and new techniques, creation of protocols for scheduling and training and ensuring all resources are used in the most effective manner. The Chief radiographer would be responsible for strategic management including, but not limited to all of the following:

- Management of financial key performance indicators including annual and sick leave management, overtime, supply costs, capex requirements, business development and on going analysis and regular formal reporting of these KPI's
- Employee levels, skill mix and rosters including On Call
- Performance appraisal and performance management for all employees
- Employee education
- Complaint management
- Quality plans and projects
- Committee participation
- Risk management and reporting
- Accreditation requirements for radiological services
- Equipment maintenance schedules and application

The Chief Radiographer would report directly to the DCS or other Executive manager as decided by the CEO.

SCIENTIFIC OFFICERS

Trainee Scientific Officer - means an officer "appointed" as such who is undertaking a part-time degree course in science and who is engaged on work related to the profession for which they are qualifying.

Scientific Officer - General

An officer appointed as such who has obtained a degree in science from an approved university requiring a minimum of 3 years' full-time study or such other qualifications deemed by the Health Administration Corporation of New South Wales to be the equivalent thereof.

Scientific Officer - Specialist

An officer appointed as such who is engaged in scientific work who holds a degree in science of an approved university or such other qualifications deemed by the Health Administration Corporation of New South Wales to be appropriate.

Sterilisation Employee

"Sterilisation Technician - Grade 1" means a person who is primarily involved in the sterilisation of hospital equipment and utensils and who is employed in a Sterile Supply Department performing basic tasks under routine supervision.

"Sterilisation Technician - Grade 2" means a person who has completed a Certificate in Sterilisation Technology at TAFE and is performing more complex tasks than those of a Grade 1. This person works under limited supervision, can mentor Grade 1 employees and can be responsible for the daily audit of the CSSD.

"Sterilisation Technician - Grade 3" means a person who performs all duties of a Grade 2 as well as be responsible for training, biological testing, maintenance and audit in the CSSD. A person at this level would be responsible for a separate Endoscopy suite if applicable. A person fully responsible for the Loan Set Coordination at a hospital, and is able to manage the loan set needs of the hospital independent of supervision.

This is a Supervisory level where by the person supervises the day to day operations of the department but this would not extend to overall management of the department such as budgeting and preparing employee performance reviews.

"Sterilisation Technician - Grade 4" Means a person who performs all duties of a Grade 3 as well as being trained in the role of preceptor for training of other employees in the cleaning and disinfection of Flexible Endoscopes . They will have completed such training as the HICMR Flexible Endoscopy / Ultrasound Probes Infection Prevention and Control Management Program and the relevant Skills Assessment/s and undertakes the yearly Certification to ensure skills are maintained. Is a member of the relevant professional body/s, eg. GENCA / ACORN / SRACA / ASUM / ASA / CSANZ.

Sterilisation Manager – Level 1 means a person who is required to manage a sterilisation department in a Hospital where there is up to 3 theatres.

Sterilisation Manager – Level 2 means a person who is required to manage a sterilisation department in a Hospital where there is 4 and up to 6 theatres.

Sterilisation Manager – Level 3 means a person who is required to manage a sterilisation department in a Hospital where there is 7 and up to 9 theatres.

Sterilisation Manager – Level 4 means a person who is required to manage a sterilisation department in a Hospital where there is 10 or more theatres. Theatre does not include the cath lab.

ALLIED HEALTH

Sleep Technologist (no service years)

A person appointed as such who sets up sleep studies and monitors patients undergoing sleep studies. While formal qualifications are not mandatory, a clinical background (eg., nursing) is preferred.

Recreation Activities Officer (no service years)

A person, other than a Diversional Therapist with an Associate Diploma, who is responsible for diversional activities of patients.

Allied Health Assistant

A person appointed as such who is wholly or substantially engaged in assisting a physiotherapist, occupational therapist or dietician with routine professional activities. May include massage with supervision.

Level 1

Years 1, 2 & 3+

- Includes auditing of resuscitation trolley and hydrotherapy pool testing.
- Possible qualification
 - Certificate 3 in Allied Health Assistant
 - Possible aged care training
 - Recognised water safety qualification eg. Bronze Medallion.

- Clinical supervision for land therapy and hydrotherapy may be direct or indirect but not remote.

Level 2

- As for level 1 with the additional responsibilities of;
 - Provision of therapy in small groups
 - Conducting education sessions to clinical groups eg. Cardiac or falls prevention.
- Possible qualification
 - Undergraduate allied health student
 - Certificate 4 in Allied Health Assistant specifically
 - Approved Hydrotherapy course for relevant case load eg. Therapeutic Aquatics Course in Musculoskeletal Conditions and Neurological Conditions
- Clinical supervision for land therapy and hydrotherapy may be direct, indirect & remote.

Level 3

- As for level 1 & 2 however responsible for supervision of Level 1 & 2 allied health assistants. May be classified as allied health assistant team leader.

HEALTH PROFESSIONAL EMPLOYEE

Health Professionals cover:

Audiologist, Art Therapist, Counsellor, Dietician, Diversional Therapist, Exercise Physiologist, Genetics Counsellor, Music Therapist, Occupational Therapist, Orthotist, Orthotist/Prosthetist, Physiotherapist, Play Therapist, Podiatrist, Psychologist, Sexual Assault Worker, Social Worker, Speech Pathologist, Welfare Officer.

Definitions are located after the Level classifications and Year of Service is defined in Clause 6.

Level 1 Positions (1,2,3 and =>4 yrs)

- Health professionals employed at Level 1 are newly qualified employees. They are beginning practitioners who are developing their skills and competencies. Level 1 employees are responsible and accountable for providing a professional level of service to the health facility.
- Level 1 employees work under discipline specific professional supervision and exercise professional judgement commensurate with their years of experience, as experience is gained, the level of professional judgement increases and direct professional supervision decreases. Level 1 employees participate in quality activities and workplace education.
- After working as a health professional for 12 months, Level 1 employees may be required to provide supervision to undergraduate student on observational placements and to work experience students.

Level 2 Positions (1,2,3 and =>4 yrs)

- Progression to Level 2 from Level 1 is automatic following satisfactory performance at completion of Level 1 Year 4.
- Level 2 health professionals are expected to have obtained respective new practitioner competencies and to perform duties in addition to those at Level 1.
- Health professionals at this level are competent independent practitioners who have at least 3 years clinical experience in their profession and work under minimal direct professional supervision.
- Positions at this level are required to exercise independent professional judgement on routine matters. They may require direct professional supervision from more senior employee members when performing novel, complex or critical tasks.
- From time to time, Level 2 employees may be required to supervise Level 1 health professionals and technical and support employees as required.

- (f) Level 2 health professionals may be required to teach and supervise undergraduate students, including those on clinical placements.
- (g) Positions at this level assist in the development of policies, procedures, standards and practices, participate in quality improvement activities and may participate in clinical research activities as required.

Level 3 and Level 4 Positions

There is no automatic progression to Level 3 or Level 4 based on years of service. Progression to this level is based on the health professional’s demonstrated application of an in-depth clinical or education focus within their area of expertise. The health professional is required to submit an application for this Level and this Level requires CEO Approval. The Level is reviewed each year and if the skills, knowledge and/or competency is not applied as per the criteria detailed below, both parties will agree on a improvement plan (of no more than 3 months) in order to main the Level.

In recognition of advanced skills and experience relevant to the Level 3 or 4 criteria, the CEO can regrade the employee or the employee may apply, in writing, for a re-grade (see Regrading clause). In determining the regrade, the CEO will assess the following:

- (a) Demonstrated application of the higher work level definition as defined in this Agreement;
- (b) The employee’s past performance, aptitude, experience, initiative, responsibilities, achievements and relevant qualifications; and
- (c) The employee has complied with all requirements of their current position responsibilities as documented in their Performance Review.

Level 3 Positions

- (a) Level 3 AHP are experienced clinicians who possess extensive specialist knowledge or a high level of broad generalist knowledge within their discipline. They provide clinical services to client groups and circumstances of a complex nature requiring advanced practice skills. They are able to apply professional knowledge and judgement when performing novel, complex or critical tasks specific to their discipline.
- (b) Employees at this level are expected to exercise independent professional judgement when required in solving problems and managing cases where principles, procedures, techniques and methods require expansion, adaptation or modification.
- (c) Level 3 AHP are required to teach and mentor Level 1 and 2 employees, as well as supervise undergraduate students including those on clinical placements.
- (d) The expertise, skills and knowledge is such that they may have the responsibility of a consultative role within their area(s) of expertise. They may also conduct clinical research and participate in the provision of clinical in-service education programs to employees and students. They provide advice to management on professional service delivery development, practice and re-design in response to demand and client needs.

Level 4 Positions

- (a) Level 4 is regarded as an Advanced Clinician / Practitioner who possesses the breadth of knowledge and clinical expertise in general practice such that they provide a consultancy service on a range of clinical areas within their discipline across a geographic region or clinical network.
- (b) They have a track record in leading professional development within the discipline, demonstrated achievement in bringing new technologies, processes or procedures to clinical services, skills and productivity within the discipline.
- (c) They are experienced clinicians who maintain a case load and exercise significant professional judgement based on a detailed knowledge of work unit or industry wide initiatives. They have contributed to the development and achievement of the strategic direction of the hospital and have shared best practice with other hospitals within the organisation.

- (d) They provide advice of a complex nature to client groups and service managers on clinical service delivery development, practice and redesign. They make independent clinical decisions within their field and are accountable for the outcomes for the clients and organisation. They have demonstrated knowledge of contemporary methods, principles and practice across client groups and work areas.
- (e) Level 4 AHP provide professional / clinical supervision to other AHP within the organisation, not necessarily restricted to their hospital, and mentor Levels 1,2, 3 employees.
- (f) Level 4 AHP are recognised by their discipline/service in their claimed area of clinical expertise and have received referrals based on their ability to provide specialised patient/client treatment/management.
- (g) In addition to case load, a Level 4 AHP may spend some of their time developing education and / or research program related to their area of expertise and in line with the organisation's strategic direction. Co-ordinate discipline specific and / or inter professional learning clinical placements. Proactively source and oversee professional development opportunities for the organisation, sharing best practice across multiple sites within the discipline.

Allied Health Manager (Level 1 <6 FTE employees, Level 2 => 6FTE)

Manage an allied health team, responsible for the leadership, guidance and line management of a multi-disciplinary clinical unit. The work involves supervision of health professionals and could extend to other technical and support employees. The Allied Health Manager may also have responsibility for their own clinical load.

This role is responsible for service planning and key performance indicators including but limited to quality and accreditation, budgeting and performance management.

Qualification Requirements

- (a) Audiologist
Must hold a Masters degree in clinical audiology which provides eligibility for full membership of the Audiological Society of Australia, or other qualification deemed equivalent by Health Care.
- (b) Art Therapist
Must hold a Masters degree in art therapy which provides eligibility for professional membership of the Australia and New Zealand Art Therapy Association, or other qualification deemed equivalent by Health Care.
- (c) Counsellor
Must hold as a minimum a bachelor degree in counselling or a related field, or other qualification deemed equivalent by Health Care.
- (d) Dietician
Must hold a bachelor or post graduate degree in nutrition and dietetics that provides eligibility for full membership of the Dieticians Association of Australia, or other qualification deemed equivalent by Health Care.
- (e) Diversional Therapist
Must hold a health science or applied science bachelor degree in leisure, recreation or Diversional Therapy recognised by the Diversional Therapy Association of Australian National Council, or other qualification deemed equivalent by Health Care.
- (f) Exercise Physiologist
Must hold a Bachelor degree in exercise and sports science, or other qualification deemed equivalent by Health Care.
- (g) Genetics Counsellor
Must have an undergraduate degree in a non-nursing, non-medical discipline and in addition hold a post graduate qualification in genetic counselling or have attained Part I certification in genetics counselling from the Human Genetics Society of Australasia.

- (h) Music Therapist
Must hold as a minimum a bachelor or post graduate degree in music therapy which provides eligibility for registration with the Australian Music Therapy Association, or other qualification deemed equivalent by Health Care.
- (i) Occupational Therapist
Must hold as a minimum a bachelor or post graduate degree in occupational therapy which provides eligibility for registration with AHPRA. Occupational Therapists are required to be registered with AHPRA.
- (j) Orthotists
Must hold as a minimum a bachelor or post graduate degree in Orthoptics which provides eligibility for registration with the Australian Orthoptic Board, or other qualification deemed equivalent by Health Care.
- (k) Orthotist/Prosthetist
Must hold as a minimum a bachelor degree in prosthetics and/or orthotics which provides eligibility for membership of the Australian Orthotic Prosthetic Association, or other qualification deemed equivalent by Health Care.
- (l) Physiotherapist
Must hold qualifications which provides eligibility for registration with AHPRA. Physiotherapists are required to be registered with AHPRA.
- (m) Play Therapist
Must hold a bachelor of early childhood, primary teaching or a related field that includes 2 years study in child development, or other qualification deemed equivalent by Health Care.
- (n) Podiatrist
Must hold qualifications which provide eligibility for registration with AHPRA. Podiatrists are required to be registered with AHPRA.
- (o) Psychologist
Possesses an appropriate degree of a recognised university or college of advanced education which provides eligibility for registration with AHPRA and who is registered with AHPRA.
- (p) Sexual Assault Worker
Must hold as a minimum a Bachelor degree in a relevant field such as counselling or other qualification deemed equivalent by the hospital.
- (q) Social Worker
Must hold as a minimum a Bachelor degree in social work which provides eligibility for membership of the Australian Association of Social Workers, or other qualification deemed equivalent by Health Care.
- (r) Speech Pathologist
Must hold a bachelor or post graduate degree in speech pathology which provides eligibility for membership of Speech Pathology Australia, or other qualification deemed equivalent by Health Care.
- (s) Welfare Officer
Must hold a minimum of a bachelor degree in a relevant field eg community welfare, or other qualification deemed equivalent by Health Care.

Appendix 1 – Wages and Allowances

Table 1 – Monetary Rates

There a number of wage rate tables that follow. Each wage rate table applies to the hospitals set out in the top left cell of the table.

	July 2024	July 2025	July 2026
	3%	3%	3%
ADMINISTRATIVE EMPLOYEE			
Administrative Officer Grade 1			
- First year of service	26.71	27.51	28.33
- Second year of service	27.54	28.37	29.22
- Third year of service	28.29	29.14	30.02
- Fourth year of service	28.91	29.78	30.67
- Fifth year of service	29.54	30.43	31.34
Administrative Officer Grade 2			
- First year of service	30.45	31.36	32.30
- Second year of service	31.37	32.32	33.28
Administrative Officer – Grade 3			
- First year of service	32.33	33.30	34.30
- Second year of service	33.16	34.15	35.17
Administrative Officer – Grade 4			
- First year of service	33.96	34.98	36.03
- Second year of service	34.69	35.73	36.80
Administrative Officer – Grade 5			
- First year of service	35.66	36.73	37.83
- Second year of service	36.44	37.53	38.66
Hospital Practices Supervisor			
Level 1 < 100 beds	36.87	37.98	39.12
Level 2 100-199 beds	40.56	41.78	43.03
Level 3 > 200 beds	41.77	43.02	44.31
Hospital Admin Supervisor			
Level 1 < 100 beds	38.66	39.82	41.01
Level 2 100-199 beds	42.52	43.79	45.11
Level 3 > 200 beds	43.69	45.00	46.35

	July 2024	July 2025	July 2026
Exec Administrator			
Level 1	40.79	42.01	43.27
Level 2	45.32	46.68	48.08
Level 3	46.68	48.08	49.52
SUPPORT EMPLOYEE			
Catering Officer -			
- First year of service	32.77	33.76	34.77
- Second year of service and thereafter	33.27	34.27	35.30
Cook -			
Level 1 < 100 beds	28.52	29.38	30.26
Level 2 100-199 beds	29.12	29.99	30.89
Level 3 > 200 beds	29.81	30.70	31.62
Chef -			
- First year of service	30.21	31.12	32.05
- Second year of service and thereafter	30.80	31.72	32.67
Catering / Cafe Manager			
In charge of < 6 EFT	36.62	37.71	38.85
In charge of 6 or more EFT	39.47	40.65	41.87
Hospital Services Manager			
Level 1 (0-15 FTE reporting)	40.39	41.60	42.85
Level 2 (16-30 FTE reporting)	44.42	45.76	47.13
Level 3 (>30 FTE reporting)	46.15	47.54	48.97
GENERAL SERVICES			
General Services Officer, Grade 1 (Includes Domestic employee, Laundry hand, Seamstress)			
Junior (under 18 years of age od age)			
- Adult (18 years of age	26.54	27.34	28.16
General Service Officer, Grade 2 (Includes Kitchenhand, Ward Assistant, Laundry employee, Industrial Washing Machine Operator, Porter/Cleaner)	27.22	28.04	28.88
General Service Officer Grade 3 (includes Handyperson, Assistant Cook)	27.74	28.57	29.43

	July 2024	July 2025	July 2026
General Services Officer, Grade 4 -	29.49	30.37	31.28
Wardsperson -			
- First year of service	28.47	29.32	30.20
- Second year of service and thereafter	28.66	29.52	30.41
Environmental Services Manager			
In charge of < 6 EFT	36.62	37.71	38.85
In charge of 6 - 12 EFT	39.47	40.65	41.87
In charge of > 12 EFT	40.46	41.67	42.92
STOREPERSON			
Storeperson Grade 1			
First year of service	28.85	29.72	30.61
Second year of service	29.72	30.61	31.53
Storeperson Grade 2			
(less than 6 operating theatres)	30.61	31.53	32.47
(6 - 9 operating theatres)	31.53	32.48	33.45
(10 or more operating theatres)	32.48	33.45	34.46
MAINTENANCE			
Gardener	27.88	28.72	29.58
Gardener (Qualified)	28.59	29.45	30.33
Maintenance Officer (Non-Tradesman)			
- Otherwise	32.83	33.81	34.83
- In charge of employees	33.57	34.57	35.61
Maintenance Officer (Tradesman)			
- Otherwise	35.71	36.78	37.88
- In charge of employees	38.20	39.35	40.53
Facilities Manager			
Level 1 < 100 beds	40.99	42.22	43.49
Level 2 100-199 beds	43.45	44.75	46.09
Level 3 > 200 beds	46.16	47.55	48.98
MEDICAL / TECHNICAL / SCIENTIFIC EMPLOYEE			
Anaesthetic Technician			
- Year 1	33.21	34.20	35.23
- Year 2	34.11	35.14	36.19

	July 2024	July 2025	July 2026
Qualified Anaesthetic Technician			
- 1st year of scale	35.09	36.14	37.23
- 2nd year of scale	36.11	37.20	38.31
- 3rd year of scale	37.21	38.33	39.48
- 4th year of scale	39.55	40.74	41.96
- 5th year of scale	41.86	43.11	44.41
- 6th year of scale	43.61	44.92	46.27
- 7th year of scale	44.92	46.27	47.65
Health Information Services (Medical Records)			
Trainee	32.11	33.07	34.06
Clinical Coders			
Year 1	36.82	37.93	39.06
Year 2	38.33	39.48	40.66
Year 3	40.35	41.56	42.80
Year 4	42.20	43.47	44.77
Year 5	44.11	45.44	46.80
Year 6	46.27	47.66	49.09
Year 7 thereafter	48.22	49.67	51.16
Senior Clinical Coder	51.24	52.78	54.36
Health Information Manager			
Grade 1 Level 1	49.52	51.01	52.54
-< 40 beds			
Grade 1 Level 2	54.48	56.11	57.79
-< 40 beds			
Grade 2 Level 1	51.25	52.79	54.37
41- 80 beds			
Grade 2 Level 2	56.38	58.07	59.82
41 - 80 beds			
Grade 3 Level 1	53.05	54.64	56.28
81-100 beds			
Grade 3 Level 2	58.35	60.10	61.90
81-100 beds			
Grade 4 Level 1	54.90	56.55	58.24
101 - 120 beds			
Grade 4 Level 2	60.39	62.20	64.07
101 - 120 beds			
Grade 5 Level 1	56.77	58.48	60.23
- > 120 beds			

	July 2024	July 2025	July 2026
Grade 5 Level 2	62.48	64.35	66.28
- > 120 beds	32.11	33.07	34.06
Operations Assistant			
- Year 1 - 3	31.72	32.68	33.66
- Year 4 and thereafter	32.60	33.58	34.58
Senior Operations Assistant			
(less than 6 operating theatres)	33.23	34.22	35.25
(6 - 9 operating theatres)	34.37	35.40	36.46
(10 or more operating theatres)	35.31	36.37	37.46
MRS – Medical Imaging Services			
Level 1			
Year 1	42.77	44.05	45.37
Year 2	43.62	44.93	46.28
Level 2			
Grade 1 Year 1	44.37	45.70	47.07
Grade 1 Year 2 or more	50.33	51.84	53.39
Grade 2 Year 1	57.23	58.94	60.71
Grade 2 Year 2 or more	60.02	61.82	63.67
Level 3			
Grade 1 Year 1	66.64	68.64	70.70
Grade 1 Year 2 or more	68.87	70.93	73.06
Grade 2 Year 1	70.78	72.91	75.09
Grade 2 Year 2 or more	78.55	80.90	83.33
Grade 3	80.72	83.14	85.64
Chief Radiographer	80.72	83.14	85.64
Scientific Officers			
Trainee	34.23	35.25	36.31
General Scientific Officer	43.01	44.30	45.63
Specialist Scientific Officer	52.27	53.84	55.46
Sterilising Technicians			
Grade 1			
- Year 1	28.50	29.36	30.24
- Year 2	28.98	29.85	30.75
- Year 3 and thereafter	29.48	30.36	31.27
Grade 2 - Certificate			
- Year 1	30.50	31.41	32.36

	July 2024	July 2025	July 2026
- Year 2	31.58	32.53	33.50
- Year 3 and thereafter	32.53	33.50	34.51
Grade 3 - Certificate			
- Year 1	34.90	35.94	37.02
- Year 2	38.49	39.65	40.84
- Year 3 and thereafter	39.64	40.83	42.06
Grade 4	40.27	41.48	42.73
Sterilising Manager			
Level 1 (up to 3 theatres)	41.65	42.90	44.19
Level 2 (4 to 6 theatres)	43.11	44.40	45.73
Level 3 (7 to 9 theatres)	44.62	45.96	47.34
Level 4 (10 or more theatres)	46.19	47.57	49.00
Sleep Technologist	28.29	29.14	30.02
Recreation Activities Officer	30.55	31.47	32.41
ALLIED HEALTH			
Allied Health Assistant (formerly technical assistant)			
Level 1			
Year 1	30.44	31.35	32.29
Year 2	31.02	31.95	32.91
Year 3	31.64	32.59	33.57
Level 2	32.37	33.34	34.34
Level 3	33.17	34.16	35.19
Allied Health Manager			
Level 1 (< 6 FTE employees)	71.92	74.08	76.31
Level 2 (6-10 FTE employees)	73.18	75.38	77.64
Level 3 (11-15 FTE employees)	74.64	76.88	79.19
Level 4 (16-20 FTE employees)	76.14	78.42	80.77
Level 5 (>20 FTE employees)	79.11	81.49	83.93
HEALTH PROFESSIONALS			
Level 1			
Year 1	39.52	40.71	41.93
Year 2	41.01	42.25	43.51
Year 3	43.54	44.84	46.19

	July 2024	July 2025	July 2026
Year 4	47.93	49.36	50.84
Level 2			
Year 1	49.74	51.23	52.77
Year 2	52.89	54.48	56.11
Year 3	55.47	57.13	58.84
Year 4	57.26	58.98	60.74
Level 3			
Year 1	61.58	63.43	65.33
Year 2	63.64	65.55	67.52
Year 3	64.97	66.92	68.93
Level 4			
Year 1	66.83	68.83	70.90
Year 2	68.51	70.56	72.68


Table 2 – Other Rates and Allowances

All Hospitals	July 2024	July 2025	July 2026
	3%	3%	3%
Meal Allowances (overtime) per shift			
- Breakfast per shift	18.84	19.40	19.99
- Lunch per shift	24.41	25.14	25.90
- Dinner per shift	34.39	35.42	36.49
Transport Allowance - Use of own vehicle (overtime Hours)	As per Modern Award		
On-Call Allowances			
On-Call Allowance per hour when rostered on (minimum payment 10 hours)	3.32	3.42	3.52
On-Call Allowance per hour when rostered off duty (minimum payment 18 hours)	3.32	3.42	3.52
On-Call Allowance per hour (Christmas Day, Boxing Day, New Years Day, Easter Friday, Easter Sunday and Easter Monday) Minimum payment 8 hours	4.71	4.85	4.99
In Charge, Split Shift Allowances			
In Charge Allowance per shift	19.90	20.50	21.11
Split Shift Allowance per shift	14.21	14.64	15.08
Apprentices (per week)			
Certificate of exam pass	2.90	2.99	3.08
Each subsequent year	2.90	2.99	3.08
Handling of nauseous nature allowance except when in sealed bags (per hour)	0.35	0.36	0.37
Leading Hand Allowance (per shift)			

All Hospitals	July 2024	July 2025	July 2026
In charge of 2 to 5 employees	31.49	32.43	33.40
In charge of 6 to 10 employees	44.78	46.13	47.51
In charge of 11 to 15 employees	56.54	58.23	59.98
In charge of 16 to 19 employees	68.96	71.03	73.16
Uniform / Laundry Allowance (per week)			
Uniform Allowance (no Company provided Uniform)	3.87	3.99	4.11
Laundering of Company provided Uniform	5.35	8.52	8.78
Sole Practitioner (per week)	32.31	33.28	34.28
Higher Qual Allowance (per week)			
Post Grad Diploma	25.44	26.20	26.99
Masters	35.62	36.69	37.79

Appendix 2 – Signature Section and Hospitals

Signed for and on behalf of Health Care (NSW Hospitals):

 (Signature)

10/10/2024 (Date)

George Diakos
 Head of Human Resources, Health Care
 Address: L5, Suite 2, 275 George Street, NSW 2000
 A person duly authorised by the employer to sign on the employer's behalf

Signed for and on behalf of HSU New South Wales Branch:

..... (Signature)

..... (Date)

Gerard Hayes
 Branch Secretary
 Address: L2/109 Pitt St, Sydney NSW 2000
 An authorised officer of an association which has been authorised to enter into the agreement

For the purposes of this Agreement 'Health Care (NSW Hospitals)' will mean:

(a) the hospitals and Health Cares listed in the table below; and

Hospital	Entity Name	ABN	ACN
Brisbane Waters Private Hospital	BRISBANE WATERS ADMINISTRATION PTY LTD	58 001 651 583	001 651 583
Dubbo Private Hospital	HEALTH CARE DUBBO PTY LTD	48 121 815 870	121 815 870
Forster Private Hospital	FORSTER PRIVATE HOSPITAL PTY LTD	59 128 758 958	128 758 958
Gosford Private Hospital	HEALTH CARE NORTH GOSFORD PTY LTD	47 117 484 812	117 484 812
Health Care	HEALTH CARE GROUP PTY LTD	84 636 289 686	636 289 686
Healthwoods Day Surgery	HEALTHWOODS DAY SURGERY PTY LTD	64 606 320 245	606 320 245
Hurstville Private Hospital	HURSTVILLE PRIVATE PTY LTD.	45 105 956 947	105 956 947
Lingard Private Hospital	HEALTH CARE LINGARD PTY LTD	48 117 484 438	117 484 438
Maitland Private Hospital	MAITLAND PRIVATE HOSPITAL PTY LTD	90 086 450 660	086 450 660
Mayo Private Hospital	MAYO HEALTHCARE GROUP PTY LTD	41 001 346 952	001 346 952
Shellharbour Private Hospital	SHELLHARBOUR PRIVATE HOSPITAL PTY LIMITED	50 152 608 029	152 608 029
Tuggerah Lakes Private Hospital	CENTRAL COAST PRIVATE HOSPITAL PTY LTD	97 003 308 192	003 308 192
Waratah Private Hospital	WARATAH PRIVATE HOSPITAL PTY LTD	90 165 784 565	165 784 565
Wollongong Day Surgery	WOLLONGONG DAY SURGERY PTY LIMITED	97 612 370 779	612 370 779

(b) any greenfield hospitals built and operated by Health Care Group Pty Ltd in New South Wales. For the avoidance of doubt, an existing hospital that is acquired by Health Care Group Pty Ltd is not a greenfield hospital.