



AURORA HEALTHCARE (NSW and ACT HOSPITALS)

HEALTH PROFESSIONALS AND SUPPORT SERVICES

ENTERPRISE AGREEMENT 2024

**AURORA HEALTHCARE (NSW AND ACT PRIVATE HOSPITALS) HEALTH PROFESSIONALS
AND SUPPORT SERVICES ENTERPRISE AGREEMENT - 2024**

ARRANGEMENT

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1. NAME OF THE AGREEMENT

This agreement shall be called the *Aurora Healthcare (NSW and ACT Hospitals) Health Professionals and Support Services Enterprise Agreement 2024 (the Agreement)*.

2. COVERAGE

This Agreement shall cover:

- (a) Aurora Healthcare as defined in Appendix 2 (**the Employer**); and
- (b) Employees employed by the Employers in classifications listed in Schedule 1.
- (c) This Agreement is made under section 172 of the *Fair Work Act 2009*. The Employer will take the necessary steps to seek approval of this Agreement under section 186 of the Act.
- (d) The Employer will formally advise the HSU New South Wales Branch (**HSU**) when the Agreement is made in order for the HSU to apply under section 183 of the *Fair Work Act 2009* to be covered by the Agreement.
- (e) It is the intention of this Agreement that the HSU will be covered by this Agreement.

3. SCOPE OF THE AGREEMENT

This Agreement contains all the terms and conditions of employment for employees covered by the agreement and shall apply to all employees employed pursuant to the classifications listed in Schedule 1 employed by the Employer.

4. DATE AND PERIOD OF OPERATION

- (a) This Agreement shall commence operation from the 7th day after the agreement is approved by the Fair Work Commission ('FWC') and will remain in place until 30 September 2027, or thereafter in accordance with the *Fair Work Act 2009*.
- (b) The parties agree that discussions shall commence for a new Agreement no later than four months prior to the expiry date of the Agreement.

5. POSTING OF THE AGREEMENT

A copy of this Agreement shall be displayed in a conspicuous and convenient place on the Employer's premises so as to be easily read by all employees.

6. RELATIONSHIP TO THE NATIONAL EMPLOYMENT STANDARDS

Entitlements in accordance with the National Employment Standards (“NES”) are provided for under the *Fair Work Act 2009*. 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.

7. DEFINITIONS

- (a) **Employer** – means Aurora Healthcare as defined in Appendix 2.
- (b) **The Act** – means the *Fair Work Act 2009*, as amended from time to time.
- (c) **Employee** - means an employee engaged to work at a hospital operated by Aurora Healthcare in NSW in a classification listed in this Agreement.
- (d) **Day Worker** - means an employee who works his/her ordinary hours between 6.00am and 6.00pm Monday to Friday, inclusive.
- (e) **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 39(c)(i)).
- (f) **Leading Hand** - means a person appointed as such by the Employer, who is placed in charge of not less than two other employees of a substantially similar classification, but does not include any employee whose classification denotes supervisory responsibility. (Note – Table 2, Allowances, is also applicable to any person appointed as leading Hand).
- (g) **Year of Service** – for the purposes of progression means, 1976 hours of employment.
- (h) **NES** means the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009 (Cth)*.
- (i) **Immediate family** of an employee means:
 - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
 - (iii) **spouse** includes a former spouse.
 - (iv) **de facto partner** of an employee:

- (1) 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; and
- (2) includes a former de facto partner of the employee.
- (iv) **child** of a step-child or adopted child of the employee or child that is placed with an employee pursuant to a permanent care order by relevant Court:
- (j) **AHPRA** means Australian Health Practitioner Regulation Agency.
- (k) **Workplace delegate** means a person appointed or elected, in accordance with the rules of an employee organisation, to be a delegate or representative (however described) for members of the Employer at a hospital covered by this Agreement.

8. CONSULTATION REGARDING CHANGE

- (a) This term applies if:
 - (i) the Employer 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 the Employer; or
 - (ii) the Employer proposes a change to an employee/s regular roster or ordinary hours of work.
- (b) The Employer must consult with the employees to whom the agreement applies about:
 - (i) a major workplace change that is likely to have a significant effect on the employees; or
 - (ii) a change to their regular roster or ordinary hours of work.
- (c) The relevant employees may appoint a representative, which may be a HSU representative, for the purposes of the procedures in this term.
- (d) If:
 - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the Employer of the identity of the representative;
 the Employer must recognise the representative.
- (e) As soon as practicable after making its decision, the Employer must:
 - (i) discuss with the relevant employees:
 - (1) the introduction of the change; and

- (2) the effect the change is likely to have on the employees; and
 - (3) measures the Employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (ii) For the purposes of the discussion — provide, in writing, to the relevant employees:
 - (1) all relevant information about the change including the nature of the change proposed; and
 - (2) information about the expected effects of the change on the employees; and
 - (3) any other matters likely to affect the employees.
- (iii) Subject to (e)(i) and (ii), for a change to the employee’s regular roster or ordinary hours of work, the Employer is required to:
 - (1) provide information to the employees about the change; and
 - (2) 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
 - (3) consider any views given by the employees about the impact of the change.
- (f) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (g) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (h) 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 the Employer, the requirements set out in subclauses (b), (c) and (e) are taken not to apply.
- (i) 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 the Employer’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.
- (j) 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

- (a) 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.

- (b) A party to the dispute may appoint another person, organisation or association to accompany and / or represent them in relation to the dispute.
- (c) 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 Fair Work Commission (FWC) for resolution by conciliation and, where the matter in dispute remains unresolved, arbitration.
- (d) It is a term of this Agreement that while the dispute resolution procedure is being conducted work shall continue normally unless an employee has a reasonable concern about an imminent risk to his or her health or safety.

10. WAGES

- (a) The minimum wages shall be as set out in 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.
- (b) The allowances as set out in Appendix 1.
- (c) The wage increases prescribed under this Agreement at Appendix 1 shall be absorbed into any wage payment made to the Employee beyond the minimum rates contained within this Agreement.
- (d) Any further wage increase shall be at the discretion of the Employer, unless the rate of pay falls below the Modern Award rate, in such circumstances the rate of pay shall default to the minimum rate prescribed in accordance with the relevant Modern Award rate.

11. PAYMENT OF WAGES

- (a) Wages shall 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 shall be deemed to be weekly.
- (b) On each pay day the pay shall be made up to a day not more than five days prior to the date of payment.
- (c) Employees shall 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.
- (d) Wages shall be deposited by the Employer in sufficient time to ensure that wages are available for withdrawal by employees by close of business on

pay day. Where the wages are not available to the employee by such time, due to circumstances beyond the Employer's control, the Employer shall not be held accountable for such delay.

- (e) Where the services of an employee are terminated with due notice all monies owing shall be paid upon cessation of employment but, in the case of termination without due notice, within the next three working days.
- (f) On pay day, each employee shall be provided with a pay slip which complies with the requirements of the Act and relevant Regulations.
- (g) Where the Employer has overpaid an employee, the Employer shall notify the employee of such overpayment and how such overpayment is made up, in writing, and may recover such amount, with the agreement of the employee as to the amount of the overpayment and the method of such recovery. This subclause authorises the use of deductions from wages for the purpose of such recovery. All such deductions from wages must be authorised in writing by the employee in accordance with s. 324 of the Act.
- (h) If the amount underpaid is equal to or greater than one day's gross pay the underpayment will be rectified within three (3) working days; unless otherwise agreed by the employee.

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 the Employer to rectify the underpayment within three (3) working days.

12. SUPERANNUATION

- (a) The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- (b) The Fund for the purpose of this Agreement shall mean
 - (i) Health Employees Superannuation Trust Australia (HESTA); or
 - (ii) Prime Super; or
 - (iii) Aware Super.

The employee may choose one of the funds above or any other complying industry funds to which all Agreement and statutory superannuation contributions shall be paid. Such contributions shall be remitted to the approved fund on a monthly basis. The employee may only nominate one complying industry fund at any one time. Choice of a complying

superannuation fund that is not industry approved, requires written submission with document evidence of compliance.

- (c) Upon commencement of employment, the Employer shall provide each worker with membership forms for each of the above funds and shall forward the completed membership forms for the worker's choice of fund within 28 days. In the event that the employee has not completed an application form within 28 days, the Employer shall forward contributions and employee details to its default superannuation fund HESTA (Default Fund, which offers a MySuper product), or another fund as required by superannuation laws, for example in relation to stapled funds.
- (d) Existing employees shall 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 shall continue.
- (e) The Employer shall, 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 shall be remitted to the approved fund on a monthly basis. With respect to casual employees, contributions shall be remitted in accordance with legislative obligations.
- (f) An employee may make additional contributions to the Fund from their salary and on receiving written authorisation from the employee the Employer must commence making contributions to Fund in accordance with the *Superannuation Guarantee Charge Act 1992*.
- (g) Paid parental leave provided for by this Agreement will be treated as ordinary time earnings for the purposes of superannuation contributions on behalf of the employee.

13. SALARY SACRIFICE FOR SUPERANNUATION

- (a) The Employer shall 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.
- (b) 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.
- (c) The total remuneration shall not be less than the cumulative entitlements provided for in this Agreement. Employer payments in the form of superannuation contributions will be the only form of salary packaging available.

- (d) Such employee contributions shall be remitted to the approved fund on a monthly basis.
- (e) 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.
- (f) Superannuation contributions made under this sub clause in accordance with the requirements of the Superannuation Guarantee (Administration) Act 1992 of the Commonwealth (“the SGA Act”) shall be calculated on the Agreement rate of pay as if no Salary Packaging Agreement was in place.
- (g) Annual Leave Loading, Overtime and any other salary related allowances or benefits shall be calculated on the Agreement rate of pay as if no Salary Packaging Agreement was in place.

14. HOURS OF WORK

- (a) The ordinary hours of work of day workers, exclusive of meal times, shall be 152 hours per 28 calendar days to be worked Monday to Friday, inclusive, and be worked between 6.00am and 6.00pm.
- (b) The ordinary hours of shift workers, shall be 152 hours per 28 calendar days.
- (c) The hours of work for a full time employee as prescribed in subclause (a) can be arranged by mutual agreement between the Employer and employee in one of the following ways:
 - (i) 38 hours per week, to be arranged in order that an employee shall not be required to work his/her ordinary hours on more than five days in one week; or
 - (ii) 76 hours per fortnight, to be arranged in order that an employee shall not be required to work his/her ordinary hours on more than ten days in the fortnight.
 - (iii) Notwithstanding the provision of paragraph (i) and (ii) above, employees may, with the agreement of the Employer 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 shall not work his/her ordinary hours of work on more than 19 days in the cycle. Therefore the employee shall work an additional 2 hours a week (40 hours worked in a week) over a four week period, in order to accrue a paid day off per month.
 - (iv) The employee’s allocated day off duty prescribed in subclause (c)(iii) shall be taken at a mutually agreed time having regard to the needs of the place of employment. Provided that the Employer and the employee may agree to accumulate up to six 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 twelve allocated days in exceptional circumstances and subject to the approval of the Employer.

- (v) Each shift shall not consist of more than 8 or 10 ordinary rostered hours of work per day, with shifts rostered to provide for four rostered days off per fortnight, with at least 2 days being consecutive where practicable.
- (vi) There will be a minimum of 8 hour break between each shift with the exception of those shifts following a function which employees are required to attend or work at.
- (vii) Except for one meal break each day, all time from the time of commencing until the time of finishing duty each day shall be computed as ordinary working time.
- (viii) Employees rostered for shifts greater than five hours, shall be granted an unpaid meal interval of 30 minutes. The timing of the meal break will be based by mutual agreement between the employer and employee. The meal interval is to be taken no earlier than one hour and no later than six hours after commencing the day's shift.
- (ix) Employees who are engaged for less than 7.6 hours on any one day shall only be entitled to one tea break of 10 minutes, provided a minimum of four hours work is completed. For shifts of 7.6 hours duration or longer, two separate ten-minute intervals (in addition to meal breaks) shall be allowed each employee on duty during each ordinary shift. Subject to agreement between the Employer and the employee, such intervals may alternatively be taken as one 20-minute interval, or by one 10-minute interval with the employee allowed to proceed off duty 10 minutes before completion of the normal shift finishing time. Such interval(s) shall count as working time.

15. BANKING OF HOURS

- (a) A full time or part time employee may, by mutual agreement made with their manager:
 - (i) Work less than their daily, weekly or fortnightly rostered or contracted hours and work those hours at a later date; or
 - (ii) 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.
- (b) An employee who works less than their rostered or contracted hours shall be paid as if those hours had been worked during the relevant period.

- (c) An employee who works more than their rostered or contracted hours shall receive payment for any weekend or shift penalties that would otherwise have been due for that extra time worked.
- (d) Time debited or credited under these arrangements shall all be at ordinary time, ie. an hour for an hour.
- (e) 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.
- (f) Employees who have hours in debit must be given first option to work additional hours.
- (g) The Employer must keep detailed records of all hours credited and debited to employees under these arrangements. Employees must have full access to these records.
- (h) On termination of employment the Employer must pay the employee for all hours in credit and may deduct from termination pay the value of any hours in debit.
- (i) Either party shall have the right to terminate an agreement under this clause with two weeks' notice.

16. SPLIT SHIFTS

- (a) The ordinary hours of work per day may be divided into two 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.
- (b) An allowance as detailed in Table 2, Allowances, will be paid to employees for undertaking a split shift.
- (c) For the purpose of calculating shift penalties, each part shift shall stand alone and the relevant shift penalties will apply according to the start and finish times.
- (d) 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 shall apply.
- (e) Split shifts shall 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.

17. ROSTERS

- (a) The ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees, which may include electronic means. Where reasonably practicable, the roster shall be displayed at least two weeks in advance, but in any case at least one week prior to the commencing date of the first working period in the roster.
- (b) Provided that this provision shall not make it obligatory for the Employer to display any roster or ordinary hours of work for casual employees.
- (c) In exceptional circumstances where all other avenues have failed to provide an adequate solution, if personal contact is made 24 hours prior to the proposed shift and so long as contracted hours are met, an employee can be given 1 days' notice of a shift change without penalty to the Employer. A 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 the Employer experiences a downturn in occupancy or in an emergency. Where such alteration involves an employee working on a day which would have been his or her day off, such employee shall be paid in accordance with the provisions of the Agreement.

18. OVERTIME

- (a) Subject to sub-clause (b) an Employer may require an employee to work reasonable overtime at overtime rates.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (c) For the purposes of sub-clause (b) what is reasonable or otherwise will be determined having regard to:
 - (i) any risk to employee health and safety.
 - (ii) The employee's personal circumstances including any family and carer responsibilities.
 - (iii) The needs of the workplace or enterprise.
 - (iv) The notice (if any) given by the Employer of the overtime and by the employee of his or her intention to refuse it; and
 - (v) Any other relevant matter.
- (d) All authorised time worked by employees outside the full-time ordinary hours as contained in clause 14 Hours, and clause 18, Roster, shall be paid

for at the rate of time and one half for the first two hours, and double time thereafter, on each day overtime is worked. However, all overtime worked on public holidays shall be paid at the rate of double time and one half and all overtime worked on Sundays shall be paid at the rate of double time. Authorisation of overtime shall only be given by the appropriate Manager/ Supervisor.

- (e) A casual employee will be paid the following rates for all time worked in excess of 10 hours per day or 76 hours per fortnight (with such penalty rate being inclusive of the casual loading):
 - (i) Monday to Saturday —187.5% of the base hourly rate for the first two hours and 250% of the base hourly rate after two hours;
 - (ii) Sunday —250% of the base hourly rate; and
 - (iii) Public holidays—312.5% of the base hourly rate.
- (f) Employees recalled to work overtime after leaving the premises, after their normal ceasing time, shall be paid for a minimum of four hours at the applicable overtime rate. Provided that, except in unforeseen circumstances, an employee shall not be required to work the full 4 hours if the tasks he/she was recalled to perform are completed within a shorter period.
 - (i) If a second or subsequent recall is taken while the employee is attending a current recall or is within the minimum 4 hour period referred to at subclause (e) above, the employee will not be entitled to a further minimum recall payment as outlined in (e) above. If the combined time worked on both recalls exceeds the minimum recall payment in (e) above, then the employee will be entitled to the overtime payment for the time so worked.
 - (ii) 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 shall be entitled to the minimum payment in accordance with subclause (e) for the second recall.
- (g) An employee recalled to work overtime pursuant to subclause (e) of this clause, shall be reimbursed reasonable travel expenses incurred in respect of the recall to work. Provided that where employees elect to use their own vehicle, they shall be paid an allowance as set out in Table 2, Allowances, of this Agreement.
- (h) Where an employee works so much overtime that he/she is not given ten hours consecutive hours off duty prior to commencing ordinary hours of work, he/she shall be released after the completion of such overtime, until he/she has had ten consecutive hours off duty. Such time off duty will occur without loss of pay for ordinary working time occurring during this absence.

- (i) Where an Employer instructs such an employee to continue or resume work without having had ten consecutive hours off duty, the employee shall be paid at the rate of double time, until he/she is released from duty to take a break of at least ten consecutive hours. Such time off duty will occur without loss of pay for ordinary working time occurring during this absence.
- (j) For the purposes of assessing overtime, each day shall stand alone. Provided that, where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.

- (k) (i) All authorised time worked by permanent 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 ten hours, shall be paid for at the rate of time and one half for the first two hours and double time thereafter. Except that on Sundays such overtime shall be paid for at the rate of double time and on public holidays at the rate of double time and one half. 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 shall not be regarded as overtime.

- (ii) All authorised time worked by casual employees in excess of 10 hours per day or 76 hours a fortnight shall 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

- (l) 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.

19. TIME IN LIEU OF OVERTIME

- (a) 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.
- (b) Such time in lieu is to be taken within three months from the date of the overtime occurring, or at a time mutually agreed between the Employer and employee. If the leave is not taken within three 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.

20. FULL-TIME EMPLOYMENT

Except as provided in clause 14 - Hours of work, an employee ready, willing and available to work the full number of hours as required by the Employer, shall be paid the full weekly wage as prescribed by this agreement, irrespective of the number of hours worked not exceeding 38. The above does not apply in relation to any period of unpaid leave.

21. CONDITIONS RELATING TO PERMANENT PART TIME EMPLOYEES

- (a) A permanent employee is a person who is permanently appointed to work less than an average of 38 hours per week.
- (b) Before commencing employment, the Employer and employee will agree in writing on:
 - (i) the span of hours that the employee may be rostered within a fortnight. This span of hours shall include which shifts the employee may be rostered to work; and
 - (ii) the agreed minimum number of contracted hours to be worked per fortnight.
- (c) Notwithstanding the overtime provisions prescribed at Clause 19 of the Agreement, a part time employee may agree to work in excess of their rostered ordinary hours at the ordinary time rate of pay, 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 two 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.
- (d) No part-time employee shall be directed to work in excess of their rostered ordinary hours at the ordinary time rate of pay. If a part time employee is directed to work additional hours the applicable overtime penalty rate will be paid for the additional hours.
- (e) Permanent Part time employees shall receive a minimum payment of three hours for each start.

- (f) Where a permanent 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.
- (g) Subject to clause 18(j), 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.
- (h) 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:
 - (i) 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
 - (ii) 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.
 - (iii) Any adjusted contracted hours resulting from a review by the Employer should however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.
- (i) The Employer is committed to maximising its permanent workforce (full time and/or part time staff) whilst ensuring that staffing is in line with occupancy levels. The Employer will ensure that current part time staff who have advised their supervisor/manager that they are available to work will be offered additional shifts in the first instance where practicable.

22. CASUAL EMPLOYEES

- (a) A casual employee is an employee who meets the definition at section 15A of the FW Act.
- (b) A casual employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the applicable minimum weekly rate, plus, 25% (the casual loading), with a minimum payment of three hours for each engagement. The casual employee will also be entitled to one-thirty-eighth of the uniform and laundry allowances, where a uniform is not supplied in accordance with clause 30, Uniforms and Protective Clothing. A casual employee is not entitled to annual leave, paid personal leave and public holidays or other NES entitlements are the casual loading is in compensation for these entitlements associated with

permanent employment. A casual employee is entitled to unpaid carer's leave and paid family violence leave in accordance with the NES and this Agreement.

- (c) A casual employee who is required to and does work on a public holiday prescribed by clause 35, Public Holidays, shall be paid double time and one half for all time worked in lieu of the casual loading provided for in subclause (b) of this clause.
- (d) For weekend and public holiday work, casual employees shall, in lieu of all other penalty rates and the percentage casual loading provided for in subclause (b), receive the following rates:
 - (i) time and one-half for work between midnight Friday and midnight Saturday;
 - (ii) time and three-quarters for work between midnight Saturday and midnight Sunday;
 - (iii) double time and one-half for work on a public holiday.
 - (iv) Where overtime rates are payable, they shall be paid in lieu of the percentage casual loading provided for in subclause (b).
- (e) Casual Conversion
 - (i) A casual employee who has been rostered on a regular and systematic basis over a period of 6 months has the right to request conversion to permanent employment. The Manager may consent to or refuse the request, however, such refusal must be based on reasonable business grounds and the Manager will not unreasonably refuse. 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.
 - (1) The request will be refused where the hours worked are as a result of a casual employee covering absences of permanent staff that are expected to return to work or fluctuations in occupancy or patient care requirements.
 - (2) In addition, the Manager may also refuse the request where the casuals employment involves:
 - (i) relief for periods in excess of 26 weeks during the absence of existing permanent employees, or
 - (ii) specific projects which are time limited, or
 - (iii) functions which involve a specific period which is not of a recurrent nature, or

- (iv) forthcoming service reductions that have a predetermined date.

23. PENALTY RATES FOR SHIFT WORK, WEEKEND WORK AND SPECIAL WORKING CONDITIONS

- (a) Shift workers working afternoon or night shift shall be paid the following percentages in addition to the ordinary rate for such shift, provided that employees working less than 38 hours per week shall only be entitled to the additional rates where their shifts commence prior to 6.00 am or finish subsequent to 6.00 pm:

- Afternoon shift commencing at 10.00 am and before 1.00 pm - 10%
- Afternoon shift commencing at 1.00 pm and before 6.00 pm – 12.5%
- Night shift commencing at 6.00 pm and before 4.00 am – 20%
- Night shift commencing at 4.00 am and before 6.00 am – 10%

- (b) For the purpose of this clause, afternoon and night shifts shall be defined as follows

"Afternoon Shift" means a shift which commences at or after 10.00 am and before 6.00 pm.

"Night Shift" means a shift which commences at or after 6.00 pm and before 6.00 am on the day following.

- (c) Employees whose ordinary working hours include work on a Saturday and/or Sunday shall 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 shall be in substitution for and not cumulative upon the shift premiums prescribed in subclause 24(a). A casual employee will be paid 75 per cent extra, which is inclusive of the casual loading for all ordinary time worked on a Saturday or Sunday.
- (d) An employee sent for duty to a place other than his/her regular place of duty shall be paid for all excess travelling time at the appropriate rate of pay and reimbursed excess travelling expenses.

24. IN-CHARGE ALLOWANCE

- (a) An employee who is rostered in charge of a shift or unit in the absence of a supervisor shall be paid, in addition to his/her appropriate salary while in charge, an in-charge allowance in accordance with Appendix 1.
- (b) An In charge Allowance shall not apply to employees who are in receipt of a Leading Hand allowance.

25. ON-CALL ALLOWANCE

An employee required by their Employer to be on call shall be paid the sum set out in Appendix 1.

26. MEAL BREAK ALLOWANCE

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 shall not constitute time worked for the purposes of calculating overtime.

Meal break allowance (overtime) applies when an employee works over 2 hours overtime and the Employer does not provide a meal. The allowance is set out in Appendix 1. A further meal break allowance will be triggered where such overtime work exceeds four hours and the Employer does not provide a meal.

27. HIGHER GRADE DUTY

- (a) 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.
- (b) 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).
- (c) An employee required by the Employer 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 subclause (a)), the employee will only be paid higher grade duties if the period of relief is for three or more consecutive working days.
- (d) Higher grade Duties will be paid at the minimum payment or year level for the of the higher grade role.
- (e) 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.

- (f) 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.

28. SERVICE ALLOWANCE

- (a) All employees, appointed before 1st October, 1986 shall be paid a 10% long service bonus on the rates prescribed in Appendix 1.
- (b) Payments due under this clause shall be made on the usual pay day when other payments under the Agreement are made.

29. UNIFORMS AND PROTECTIVE CLOTHING

- (a) Sufficient suitable and serviceable uniforms or overalls shall be supplied, free of cost, to each employee required by the Employer to wear them. An employee, to whom a new uniform or part of a uniform has been issued who, without good reason, fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment of a reasonable price for such replacement article.
- (b) An employee on the termination of their employment shall return any uniform or part thereof supplied by the Employer, which is still in use by the employee immediately prior to leaving.
- (c) In lieu of supplying a uniform to an employee, the Employer shall pay to such employee the amount per week as set out in Appendix 1 refers provided however, that if a uniform includes cardigan, stockings or special type shoes, these shall be supplied by the Employer.
- (d) If a uniform of an employee is not laundered at the expense of the Employer, an allowance of the amount per week as set out in Appendix 1 refers shall be paid to the employee, provided that the payment of such laundry allowance shall not be made to any employee on absences exceeding one week.
- (e) The employee shall keep any uniform supplied to them in a reasonable and presentable condition.
- (f) Each employee who is required to work out of doors shall be supplied with overboots. Sufficient raincoats shall also be made available for use by these employees.
- (g) Each employee who is required to work in potentially hazardous situations with, or near machinery, shall be supplied with appropriate protective clothing and equipment.
- (h) 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 are not payable.

- (i) The Employer will, upon request from an employee, provide appropriate uniform items to employees who require such items during their pregnancy.

30. FLEXIBILITY OF WORKSITES

Employees may be rostered to other Hospitals in the Employer’s network 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, the Employer will have been seen to have met the obligation to provide contracted hours. In making such decisions, the Employer will give consideration to the employee’s personal circumstances, including family / caring commitments.

31. TRAVEL ALLOWANCE

- (a) When an employee is involved in travelling on duty, if the Employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the Employer on production of receipted account(s) or other evidence acceptable to the Employer.
- (b) Provided further that the employee shall 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 the Employer.
- (c) Where an Employer requires an employee to use their own motor vehicle in the performance of duties such an employee shall be paid the ATO approved travel allowance per kilometre.

32. TERMINATION OF EMPLOYMENT

- (a) Notice of termination by the Employer
 - (i) In order to terminate the employment of an employee the Employer shall 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

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

- (iii) Payment in lieu of the notice prescribed in (a)(i) and/or (a)(ii) hereof shall 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.
- (iv) The period of notice in this clause does not apply:
 - (1) in the case of dismissal for serious misconduct;
 - (2) to employees engaged for a specific period of time or for a specific task or tasks;
 - (3) 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
 - (4) to casual employees. In the case of casual employees, one hour's notice shall apply.
- (b) Notice of termination by employee
 - (i) The notice of termination required to be given by an employee shall be the same as that required of an Employer, save and except that there shall be no additional notice based on the age of the employee concerned.
 - (ii) If an employee fails to give the notice specified in (a)(i) the Employer has the right to withhold wages due to the employee to a maximum amount equal to the amount the employee would have received under (a)(iv), where authorised in writing by the employee.

33. REDUNDANCY

- (a) Where the Employer 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 the Employer, the Employer shall consult with affected employees in accordance with the consultation regarding change provision of this Agreement.

Transfer to lower paid duties

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

Redundancy pay

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

- (1) If an employee is under 45 years of age, the Employer shall pay in accordance with the following scale:

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

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

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

Definitions

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

Employee Leaving During Notice Period

- (e) An employee whose employment is terminated for reasons set out in paragraph (a) may terminate her/his employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had she/he remained with the Employer until the expiry of such notice. Provided in such circumstances the employee shall not be entitled to payment in lieu of notice.

Alternative Employment

- (f) Where the Employer 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.

Time off Period of Notice

- (g) During the period of notice of termination given by the Employer an employee shall 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.
- (h) 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 shall, at the request of the Employer, produce proof of attendance at an interview or she/he shall not receive payment for the time absent.
- (i) For this purpose a statutory declaration will be sufficient.

Statement of Employment

- (j) The Employer shall, 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.

Centrelink Separation Certificate

- (k) The Employer shall, 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.

Employees with Less Than One Year's Continuous Service

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

Employees Exempted

- (m) This clause shall 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.

34. PUBLIC HOLIDAYS

- (a) For the purpose of this Agreement the following shall be deemed to be public holidays, viz: New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday; Easter Monday; Anzac Day; Monarch's Birthday; Eight Hour day; Christmas Day; Boxing Day; and any other day duly proclaimed and observed as a public holiday within the area in which the place of employment is situated.
- (b) In addition to those public holidays specified in subclause (a), employees shall be entitled to an extra public holiday each year. Such public holiday shall occur on the day on which August Bank Holiday is observed, or at the election of the Employer may be transferred as an additional public holiday to a day between Christmas and New Year.

The Employer will nominate before 1 July of each calendar year the day on which the additional public holiday is to be observed. Such date shall occur within the days Monday to Friday inclusive and shall not coincide with a date that is already a gazetted public holiday for that calendar year. Once such an election is made, such date then becomes the date on which the additional public holiday is to be observed for all employees.

- (c) The foregoing does not apply in areas where in each year:
 - (i) A day in addition to the named public holidays specified in subclause (a) of this clause is proclaimed and observed as a public holiday; or
 - (ii) Two half days in addition to the named public holidays specified in the said subclause (a) are proclaimed and observed as half-public holidays.
- (d) Public holidays shall be allowed to employees without loss of ordinary pay.
- (e) An employee who is required to and does work on any public holiday prescribed in this clause, shall be paid in lieu of all other shift allowances, weekend penalty rates, casual loading, as follows:
 - (i) Full-time employees:
 - (1) time and one-half extra for all time worked, in addition to the weekly rate;
 - (2) alternatively, if the employee so elects - one half 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.
 - (ii) Part-time employees:

- (1) time and one-half extra for all time worked, in addition to the weekly rate;
- (2) alternatively, if the employee so elects - one-half extra for all time worked and the equivalent number of hours worked added to the employee's annual leave accrual balance.
- (iii) Casual employees shall be paid at the rate of double time and one half for all time worked.
- (f) Full-time shift workers rostered off duty on a public holiday shall:
 - (i) be paid one day's pay in addition to the weekly rate; or
 - (ii) if the employee so elects - have one day added to the employee's annual leave accrual balance.
- (g) The elections provided for in subclauses (e) and (f) shall not be altered by the employee during the currency of this Agreement, unless agreed to by the Employer.
- (h) 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, the Employer will determine this by reviewing the roster pattern of the individual over the preceding six months. If the rosters show that the employee has worked 50% or more on the days on which a public holiday falls, the employee shall 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.

35. PARENTAL LEAVE

- (a) Parental Leave consists of:
 - (i) Maternity Leave;
 - (ii) Partner Leave; and
 - (iii) Adoption Leave.
- (b) Employees are entitled to Parental Leave in accordance with the *Fair Work Act 2009* (Cth).
- (c) Continuity of service is not broken by parental leave, but leave entitlements only accrue on the paid component of parental leave.

Paid Parental Leave

- (d) Permanent employees eligible for paid parental leave in accordance with subclause (b) shall be entitled to one of the following types of paid parental leave, to be paid at the employee's base rate of pay.

- (i) Permanent employees eligible for parental leave shall be entitled to ten weeks paid maternity, adoption leave or one week paid partner (including same-sex partners) leave.

Maternity Leave

- (e) Maternity leave consists of up to 12 months leave for female employees in relation to pregnancy and childbirth inclusive of all types of leave utilised whether paid or unpaid. The paid proportion of this leave is outlined in subclause (d) herein.
- (f) An employee may break the period of maternity leave by returning to work on a part-time or full-time basis, with the agreement of the Employer. If the employee subsequently resumes maternity leave, the period of leave cannot be extended by the return to work beyond 52 weeks.
- (g) Provide the employee with the same position which that employee held prior to taking leave or, if the same position no longer exists, a job of similar status and pay to that previous position when the employee returns from leave; and
- (h) An employee will only be entitled to further paid maternity leave after completion of 12 months continuous service with the Employer since their return to work following a period of maternity leave.
- (i) Employees wishing to take Maternity Leave will provide their manager with the following:
 - (i) a letter at least 10 weeks before the date of birth, confirming the expected date of birth. An appropriate Doctor's certificate is to be included;
 - (ii) a letter at least four weeks before taking leave confirming the expected commencement date of Maternity Leave;
 - (iii) a letter advising of their intention to return to work at least four weeks before the end of their Maternity Leave.

Partner Leave

Partner (including same-sex partners) Leave consists of up to 52 weeks leave, inclusive of all types of leave utilised whether paid or unpaid, for employees to become the primary caregiver for their newborn or newly – adopted children.

There are two distinct types of partner leave:

- ◆ **Short partner leave** is a period of up to one week paid leave (and a further 7 weeks unpaid leave) available at the time of the birth (as per subclause (d)), totalling 8 weeks of concurrent leave –
- ◆ **Extended partner leave** is a further period of up to 44 weeks which must be taken before the child’s first birthday and which is for the purpose of caring for the child which must be taken in one unbroken period (total period of leave, including short partner leave and extended partner leave, is 52 weeks)

The maximum amount of leave is reduced by any maternity leave taken by the employee’s spouse/partner, apart from the 8 concurrent weeks of short partner leave that can be taken at the time of the birth.

For an employee taking Partner Leave, the Employer will:

- (j) Provide four weeks paid Partner Leave at the employee’s base rate of pay at the time of confinement. Of these 4 weeks, 1 week will be defined as “short partner leave” which may be taken at the time of the birth of the child. The remaining 3 weeks will be defined as “extended partner leave” and will only be granted if the employee is to become the primary caregiver of the child;
- (k) Allow a further 48 weeks unpaid “extended partner leave” if the employee is to become the primary caregiver of the child.
- (l) Provide the employee with the same position which that employee held prior to taking leave or, if the same position no longer exists, a job of similar status and pay to that previous position when the employee returns from leave; and
- (m) An employee will only be entitled to further paid partner leave after completion of 12 months continuous service with the Employer since their return to work following a period of paternity leave. Payment shall be on the same basis as per sub-clause (j), (k) and (l).

Employees wishing to take “**short partner leave**” will:

- (n) Provide their manager with a letter at least 10 weeks before, notifying the expected date of confinement and the dates they propose to start and finish their leave. An appropriate Doctor’s certificate should be included;

Employees wishing to take “**extended partner leave**” will provide a statutory declaration that states:

- (o) the period of extended partner leave sought in order to become the primary caregiver of the child;

- (p) the details of any maternity leave sought or taken by the employee's partner / spouse;
- (q) the employee will not engage in any conduct inconsistent with their contract of employment during the period of partner leave; and
- (r) provide the manager with a letter advising of their intention to return to work at least four weeks before the end of their extended Partner Leave, if approved.

Adoption Leave

Adoption Leave is applicable to adopted children less than five years of age. For an employee taking Adoption Leave, the Employer will:

- (s) Allow a period of paid short Adoption Leave at the employee's base rate of pay as per subclause (d)(i), at the time the child is placed in the employee's care, as long as the employee is the primary care giver;
- (t) Allow the employee a further period of unpaid Adoption Leave from the time that employee starts taking care of the child, as long as the employee is the primary care giver, such that the maximum amount of time off including all leave utilised can be 52 weeks;
- (u) Provide the employee with the same position which that employee held prior to taking leave or, if the same position no longer exists, a job of similar status and pay to that previous position when the employee returns from leave; and

Employees wishing to take Adoption Leave will:

- (v) Provide their manager with a letter from an adoption agency or other appropriate authority advising of the expected date of placement of the child in their custody;
- (w) Provide their manager with a letter at least 10 weeks before, or as soon as practicable, confirming the date they will be starting their leave;
- (x) Provide their manager with a statutory declaration which states the period of adoption leave is sought in order to become the primary caregiver of the child;
- (y) Provide their manager with a letter advising of their intention to return to work at least 4 weeks before the end of their Adoption Leave.

Right to request

- (z) An employee entitled to parental leave may request the Employer to allow the employee:

- (1) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (2) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

(aa) The Employer 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 on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(ab) Employee's request and the Employer's decision to be in writing

The employee's request and the Employer's decision made under subclause (z) must be recorded in writing.

(ac) Request to return to work part-time

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

Communication during parental leave

(ad) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer 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.

(ae) The employee shall take reasonable steps to inform the Employer 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 or other contact details which might affect the Employer's capacity to comply with subclause (z).

- (af) The employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with paragraph (ad).

36. PERSONAL / CARER'S LEAVE

- (a) 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.

- (b) **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.

- (c) Each employee shall notify their Employer 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 shall inform the Employer of the expected duration of the absence.

- (d) The Employer shall not change the rostered hours of work of an employee fixed by the roster or rosters applicable to the seven days immediately following the commencement of sick leave merely by reason of the fact that the employee is on sick leave.

- (e) All periods of personal shall be certified to by a registered health practitioner (which must include a provider number); provided however that the Employer may dispense with the requirement of a medical certificate where the absence does not exceed two consecutive days or where in the Employer's opinion the circumstances are such as not to warrant such requirements.

- (f) Where an employee continues to receive workers' compensation for a period in excess of 26 weeks, the Employer 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.

Carers Leave

- (g) **Use of Personal / Carer's Leave**

- (i) An employee, other than a casual employee, shall 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 7, 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 shall, 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 shall establish by production of documentation acceptable to the Employer 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 shall, wherever practicable, give the Employer 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 shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.

(h) Unpaid Leave

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

37. SUPPORT FOR EMPLOYEES EXPERIENCING FAMILY VIOLENCE

(a) This clause applies to all employees, including casuals.

(b) Definitions

(i) In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

family member means:

- (1) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or

- (2) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- (3) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules;
- (4) or a member of the employee's household.

- (ii) A reference to a spouse or de facto partner in the definition of family member in clause 37(b)(i) includes a former spouse or de facto partner.

(c) Entitlement to leave

- (i) An employee is entitled to up to 10 days' paid leave per year (including paid leave for casual employees) to deal with family and domestic violence, as follows:
 - (1) the leave is available in full at the start of each 12 month period of the employee's employment; and
 - (2) the leave does not accumulate from year to year; and
 - (3) is available in full to part-time and casual employees.
- (ii) A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the Employer.

(d) Taking leave to deal with family and domestic violence

- (i) An employee may take leave to deal with family and domestic violence if the employee:
 - (1) is experiencing family and domestic violence; and
 - (2) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.
- (ii) The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

(e) Service and continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service. Paid leave will count as service.

(f) Notice and evidence requirements

- (i) Notice

An employee must give the Employer notice of the taking of leave by the employee under this clause. The notice:

- (1) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
- (2) must advise the Employer of the period, or expected period, of the leave.

(ii) Evidence

- (1) An employee who has given the Employer notice of the taking of leave under this clause must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 37(d).
- (2) Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

(g) Confidentiality

- (i) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 37(f), is treated confidentially, as far as it is reasonably practicable to do so.
- (ii) Nothing in clause 37 prevents the Employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

The Employer acknowledges that information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. The Employer and employee may consult about the handling of sensitive information.

(h) Compliance

An employee is not entitled to take leave under clause 37 unless the employee complies with clause 37.

38. COMPASSIONATE LEAVE

- (a) An employee is entitled to 4 days of compassionate leave for each occasion (a *permissible occasion*) when a member of the employee's immediate family, or a member of the employee's household:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or

- (iii) dies.
- (b) The entitlement to compassionate leave also applies when:
 - (i) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
 - (ii) the employee, or the employee's current spouse or de facto partner, has a miscarriage.
- (c) Where the employee is involved in funeral arrangements, travelling etc., leave may be allowed for up to three days for each permissible occasion.
- (d) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (i) 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 subclause (a); or
 - (ii) after the death of the member of the employee's immediate family or household referred to in subclause (a) or the stillbirth of the child referred to in sub-clause 38(b)(i); or
 - (ii) after the employee, or the employee's current spouse or de facto partner, has the miscarriage referred to in sub-clause 38(b)(ii) above.
- (e) For the purposes of this clause "immediate family" is defined at Clause 7.
- (f) 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 the Employer agree.
- (g) 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.
- (h) If, in accordance with this Clause, an employee, other than a casual employee, takes a period of compassionate leave, the Employer 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.
- (i) The Employer can request evidence about the reason for compassionate leave (for example, a death or funeral notice or statutory declaration). This request for evidence has to be reasonable. If the employee doesn't provide the requested notice or evidence they may not get compassionate leave.

38A. NATURAL DISASTER LEAVE

- (a) Natural Disaster Leave is paid leave for permanent Employees who are affected directly and personally by declared natural disasters such as bush fires and floods and are unable to attend the workplace.
- (b) Permanent Employees are entitled to up to 3 days' paid leave per occasion at the base rate pay.
- (c) Any further leave required may be taken from the Employee's Annual Leave or, if agreed, it may be approved unpaid leave.
- (d) Natural Disaster Leave is not cumulative.

38B. EMERGENCY SERVICES LEAVE

- (a) At the discretion of the Employer, whose discretion will be exercised on the basis of operational requirements and what is reasonable in a particular circumstance, the Employer will facilitate an Employee who is a member of a voluntary emergency relief organisation such as the Rural Fire Services, Red Cross, St John Ambulance and the State Emergency Services to be released from normal duty without loss of pay (up to a maximum of three shifts per year) to assist in regard to a critical incident where a local emergency situation arises that requires the attendance of the Employee.
- (b) Employees may be requested to provide evidence of their attendance and participation in Emergency Services activity.

39. ANNUAL LEAVE

- (a) Full-time and part-time employees shall be entitled to four (4) weeks paid annual leave for each year of service with the Employer.

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, the Employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

- (b) Provided that radiographers working a seven day roster (shift work) shall be entitled to five weeks' annual leave. This is inclusive of the additional week of annual leave in sub-clause (c)(i) below.
- (c) Employees, other than casual workers, who are rostered to work their ordinary hours on Sundays and/or public holidays shall be entitled to receive additional annual leave on the following basis:
 - (i) 1 week for 35 ordinary shifts on Sundays and/or public holidays;

- (ii) if they have worked less than 35 ordinary shifts on Sundays and/or public holidays, the following shall apply:

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

For the avoidance of doubt, for the purposes of the additional week of annual leave for a shiftworker under the NES, the definition of 'shiftworker' is at sub-clause (c)(i).

- (d) Annual leave may be taken for a period agreed between an employee and the Employer. The Employer will not unreasonably refuse to agree to a request by the employee to take paid annual leave. s
- (e) Where the employment of an employee is terminated, the employee shall be entitled to receive any accrued and unused annual leave and applicable leave loading.
- (f) Credit of time towards an allocated day off duty shall not accrue when an employee is on ordinary annual leave, in accordance with subclause (i) of this clause.
- (g) Payment in lieu of an amount of annual leave
- (i) Upon receipt of a written request by an Employee, the Employer may authorise the Employee to receive pay in lieu of an amount of annual leave.
- (ii) 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.
- (iii) 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.
- (iv) 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.

- (h) 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, the Employer 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:
 - (i) 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 six weeks within a period of six months (leave reduction plan);
 - (ii) the Employer 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 the Employer and Employee;
 - (iii) 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 six weeks and the Direction must relate to a leave period of at least 1 week.
- (i) Shutdown during periods of low occupancy
 - (i) The Employer may temporarily close part or the whole of the hospital not more than once every twelve months for a period not exceeding two weeks.
 - (ii) Where practicable, the Employer will give at least two (2) months, but in any event no less than six weeks, notice of the dates of the closedown; all prospective employees will be advised of any closedown in the letter offering them employment.
 - (iii) An employee with an entitlement to annual leave and / or accumulated Accrued 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 she or he will use to cover the closed own period.
 - (iv) Where an employee has an entitlement to annual leave which is less than the period of the closedown, she or he will have to choose one of the following four options to cover the difference between their current annual leave entitlement and the length of the closedown:
 - (1) temporary reassignment to another part of the Hospital or another site (in such cases any additional travel would be reimbursed); or
 - (2) access any accrued ADOs; or

- (3) take annual leave in advance; or
- (4) take leave without pay.

By mutual agreement between the Employer 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.

- (v) 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.

40. ANNUAL LEAVE LOADING

- (a) Employees who become entitled to annual leave under clause 39(a) of this Agreement shall 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 shall include the following Agreement allowances, namely: leading hand allowance; qualification allowances; service allowance; but shall not include any penalty or overtime rates prescribed by this Agreement.
- (b) 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 39 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.
- (c) Where the employment of an employee is terminated by the Employer and, at the time of termination, the employee has not taken annual leave which has accrued, they shall be paid the loading provided for in subclause (a) of this clause for the period not taken.
- (d) Where an employee who is a shift worker as defined in clause 7, Definitions, of this Agreement, is given and takes an annual holiday they shall be paid the loading set out in subclause (a) of this clause, provided that if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading.

41. LONG SERVICE LEAVE

- (a) Every employee after ten years' continuous service with the same Employer shall be entitled to two months' long service leave on full pay; after fifteen years' continuous service to an additional one month's long service leave on full pay; and for each five years' continuous service thereafter to an

additional one and one half months' long service leave on full pay. Such leave shall be taken at a time to be mutually arranged between the Employer and the employee.

Further, an employee will have access to long service leave after 7 years, which will be pro rata of the entitlement set out in subclause (a) 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 one week may be approved by the Employer.

- (b) Where the service of an employee with at least five years' service is terminated by the Employer for any reason other than the employee's serious and wilful misconduct, or by the employee, the employee shall be entitled for five years' service to one month's long service leave on full pay and for service after five years to a proportionate amount for long service leave on the basis of 2 months' long service leave for 10 years' service.
- (c) Where an employee has acquired a right to long service leave under this clause, then and in every such case:
 - (i) If before such leave has been entered upon, the employment of such employee has been terminated, such employee shall 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;
 - (ii) If an employee dies before entering upon long service leave, or if after having entered upon the same, dies before its termination, the Employer shall 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.
- (d) For the purpose of this clause:
 - (i) one month equals four and one third weeks;
 - (ii) continuous service with the same Employer or in the same place of employment prior to the coming into force of this Agreement shall be taken into account;
 - (iii) continuous service shall be deemed not to have been broken by:
 - (1) any period of absence on leave without pay not exceeding six months; or

- (2) absence of an employee from the place of employment whilst a member of the Defence Forces of the Commonwealth in time of war; or
 - (3) any period of absence on parental leave taken by the employee in accordance with the Act.
- (e) Any period(s) of part-time employment with the same Employer shall count towards long service leave. The payment for such long service leave shall be calculated on the basis of the proportion that the average number of hours worked per week bears to 38 hours.
- (f) Where an employee has accrued a right to an allocated day off duty on pay prior to entering a period of long service leave, such day shall be taken on the next working day immediately following the period of long service leave.

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

- (g) Requests for alterations to payment and quantum of leave
 - (i) At the request in writing of the employee, and then by agreement of the Employer, Long Service Leave entitlements may be taken as double the quantum of leave at half pay.
 - (ii) Where the employee is considering making such a request, the Employer recommends that the employee seek independent financial advice as to the relevant taxation implications, if any, prior to making such a request.
 - (iii) The Employer 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.

42. APPRENTICES AND TRAINEE

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

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

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

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

- (e) Apprentices attending college for training shall be entitled to fares to and from home and college.

- (f) The ordinary hours of work for apprentices shall be as prescribed in clause - Hours.

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

- (g) No apprentice shall be permitted or required to lift or carry by hand, a weight that would breach OHS requirements.

- (h) In addition to the above wages, an apprentice who obtains and hands to his/her Employer, a certificate or statement of having passed his/her first year TAFE examination and in respect of whom a satisfactory report as to conduct, punctuality and progress is furnished by his/her Employer shall be paid per week the amount set out in Table 2, Allowances, 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 if they pass each subsequent year.

- (i) A Trainee will be paid in accordance with Schedule E of the *Miscellaneous Award 2020*.

43. HEALTH PROFESSIONAL (4 YEAR UNDERGRADUATE QUALIFICATION)

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

44. EDUCATION AND TRAINING

- (a) 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 the Employer in each twelve month period or as required.

- (b) Where meetings or training sessions are held during a scheduled break (such as lunch) the employee shall be provided an equivalent break at a different time during their shift.
- (c) Where possible, employees will be allocated time during their rostered work time to complete mandatory training. Where mandatory training cannot be attended to during an employee's ordinary working hours, an employee may be directed by the Employer to attend to mandatory training outside of their ordinary hours, however, such time will be paid at the applicable overtime penalty rate. Where an employee is not directed by the Employer to attend to mandatory training outside their ordinary hours, but elects to do so, such employee will be entitled to be paid at the base rate of pay for such time spent attending to mandatory training.
- (d) Where the employee attends compulsory training other than during the course of a rostered shift, the minimum payment shall be the length of the training or one (1) hour whichever is the greater. The payment for such training time shall be at the employee's base ordinary hourly rate of pay. Alternatively, on approval from the Employer, the employee may be granted paid time off equivalent to the time spent attending the training
- (e) E-Learning

The Employer 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 the Employer and employee. E-learning activities can by prior approval by the Employer 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. The manager will take steps to ensure the employee is able to complete the training by:

- (i) 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
- (ii) 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).

45. FLEXIBILITY ARRANGEMENTS

- (a) The Employer and employee covered by this Agreement may agree to make an individual flexibility arrangement (**IFA**) to vary the effect of terms of the agreement if:
 - (i) the IFA deals with 1 or more of the following matters:
 - (1) arrangements about when work is performed;
 - (2) overtime rates;
 - (3) penalty rates;
 - (4) allowances;
 - (5) leave loading; and
 - (ii) the IFA meets the genuine needs of the Employer and employee in relation to 1 or more of the matters mentioned in paragraph (i); and
 - (iii) The Employer and the individual employee must have genuinely made the IFA without coercion or duress.
- (b) The Employer must ensure that the terms of the IFA:
 - (i) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (ii) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (iii) result in the employee being better off overall than the employee would be if no IFA was made.
- (c) The Employer must ensure that the IFA:
 - (i) is in writing; and
 - (ii) includes the name of the Employer and employee; and
 - (iii) is signed by the Employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (iv) includes details of:
 - (1) the terms of the Agreement that will be varied by the IFA; and
 - (2) how the IFA will vary the effect of the terms; and
 - (3) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the IFA; and
 - (v) states the day on which the IFA commences.
- (d) The Employer must give the employee a copy of the IFA within 14 days after it is agreed to.
- (e) The Employer or employee may terminate the IFA :
 - (i) by giving no more than 28 days written notice to the other party to the IFA; or

- (ii) if the Employer and employee agree in writing — at any time.

46. REPRESENTATIVE LEAVE

A 'workplace delegate' will derive their entitlements in accordance with the delegates' rights provision under the *Health Professionals and Support Services Award 2020*.

In accordance with this clause, a workplace delegate will be entitled to access paid training leave of 5 days in their first year as a workplace delegate and 1 day per subsequent year.

47. NOTICE BOARD

The Employer shall 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.

47A. INDUCTION

The Employer agrees to facilitate the participation of the Union in the induction of new employees. The Employer will provide reasonable notice of the day that new employees are commencing employment so that a representative of the Union may determine whether they wish to attend the premises as part of the induction and in order to discuss the benefits of membership with the Union. The Union must respect the views of the employee/s including ceasing communication with any employee who elects not to speak with the Union. While this clause is outside of Part 3-4 of the FW Act, the Union representative must comply with the obligations of a permit holder under the FW Act when on premises.

48. PURCHASED LEAVE

- (a) Purchased leave is where employees have planned absences of up to two 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.
- (b) Purchased leave must be utilised within the twelve 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.
- (c) Purchased leave counts as service for all purposes.
- (d) When the employee makes an application for purchased leave, they must state the period of leave proposed to take the purchased leave.
- (e) The Employer's approval of purchased leave will be based on the operational requirements of the Employer, having regard to the period of leave requested, personal needs and family responsibilities of staff.

- (f) Once a period of purchased leave has been approved, it may only be revoked by the Employer 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 Employer and employee.
- (g) Where an employee leaves the Employer 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.
- (h) Annual leave loading is not payable on purchased leave.

49. EXAMINATION LEAVE

- (a) Qualified employees shall 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.
- (b) The amount of leave to be granted shall 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.
- (c) Examination Leave is limited to 3 days per calendar year.

50. PROFESSIONAL DEVELOPMENT

- (a) The Employer has traditionally ensured that operating budgets make reasonable provision for the ongoing professional development of Health Professional staff. The Employer will support all Health Professional staff to attend relevant seminars and conferences. Costs will either be shared or paid for in total by the Employer when appropriate. Any Employer financial assistance is to be approved prior to attending the conference / professional development seminar.
- (b) 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.
- (c) On the basis of assessed needs, a range of programs/topics relevant to care delivery will be provided by the Employer and staff are encouraged to attend.
- (d) The Employer's training/educational goals for professional staff will be established and reviewed in consultation with employees. Individual training/educational goals and needs will be established and reviewed as part of the Employer's performance and competency appraisal system.

51. SOLE PRACTITIONER (Level 1 and Level 2 only)

- (a) A Sole practitioner is:

- the only practitioner of their discipline at that hospital; and
 - 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 hospital with the Employer's network who can be contactable via phone or email; and
 - 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.
- (b) Where an employee is engaged as a sole practitioner, as defined in subclause (a), such employee shall be paid an allowance as set out in Appendix 1.

52. HIGHER QUALIFICATION ALLOWANCE

(a) Higher Qualification Allowance

- (i) An employee who holds an additional post graduate diploma or masters degree qualification which is of direct relevance to his or her current clinical duties and is on top of the current qualification requirements for registration of the relevant governing association shall be paid an allowance per week as per Appendix 1.
- (ii) A higher qualification allowance shall not be payable where such qualification was the base qualification leading to the employee's registration. Provided further that such allowances shall not be cumulative in the case of multiple higher qualifications – the employee will be entitled to the one higher allowance.
- (iii) Payment of an allowance under this clause is subject to the employee providing satisfactory evidence of the qualification to the Employer as explained below.

Process

- (iv) Subject to (vii) below, a qualification allowance in this clause is not payable until:
 1. the employee has provided evidence of the employee's qualification to the Employer; and
 2. the evidence has been accepted by the Employer as demonstrating that the qualification is of direct relevance to the employee's current position.

- (v) Where the evidence is accepted by the Employer, payment of the qualification allowance shall be made from the first full pay period after the date that evidence is provided to the Employer.
- (vi) Unless requested by the Employer, 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.

53. WORKLOAD MANAGEMENT

- (a) The parties to this Agreement acknowledge that employees and management have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on employee/s and the quality of resident/client care.
- (b) To ensure that employee concerns involving excessive workloads are effectively dealt with by Management the following procedures should be applied:
 - (i) In the first instance, employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions at a local level, close to the source.
 - (ii) If a solution still cannot be identified and implemented, the matter should be referred to their line manager for further discussion. The line manager should respond in a reasonable timeframe, where practicable within 7 days.
 - (iii) If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager or Hospital CEO for further discussions. The senior manager will respond in a reasonable timeframe, where practicable within 7 days.
 - (iv) The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the effected employees.
 - (v) If the matter is not settled within a reasonable period of time, the Employee (or their nominated Employee representative) may utilise the dispute settlement procedure of this Agreement.
- (c) Workload management must be an agenda item at staff meetings on at least a quarterly basis. Items in relation to workloads must be recorded in the minutes of the staff meeting, as well as actions to be taken to resolve the workloads issue/s. Resolution of workload issues should be based on the following criteria including but not limited to:
 - (i) Clinical assessment of acuity of patients' needs;

- (ii) The demand of the environment such as facility layout;
- (iii) Statutory obligation, (including, but not limited to, work health and safety legislation);
- (iv) the requirements of the relevant professional association;
- (v) Reasonable workloads;
- (vi) the mix of staff including skills, training and experience;
- (vii) Accreditation standards; and
- (viii) Budgetary considerations; and
- (ix) Occupancy.

54. REGRADING

- (a) 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.
- (b) An application for re-grading by an employee must be made in writing.
- (c) The Employer 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.
- (d) Simply performing more work at the same classification or different work at the same classification does not qualify for re-grading.
- (e) Factors with a bearing on the decision may include whether the changes:
 - (i) involve the exercise of skills, responsibility and/or autonomy normally undertaken at a higher classification; and/or
 - (ii) are permanent or temporary.

55. WORKPLACE HEALTH AND SAFETY

The Employer 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. The Employer will ensure ongoing training and support is provided for managers, supervisors and staff in respect to workforce health and safety standards.

56. TELEPHONE ATTENDANCES

Once an employee finishes work and leaves the Employer'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 shall be paid for such work at the appropriate overtime rate, with a minimum payment of 1 hour.

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.

57. NAUSEOUS LINEN ALLOWANCE

An employee required to handle linen of a nauseous nature shall 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.

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.

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.

58. JURY SERVICE

- (a) An employee, other than a casual employee, required to attend for jury service during his or her ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of ordinary salary he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service. The period of payments of jury service shall be limited to the period prescribed under relevant State Legislation.
- (b) An employee shall notify his or her Employer as soon as possible of the date upon which he or she is required to attend for jury service. Further the employee shall give his or her Employer proof of his or her attendance at the court, the duration of such attendance and the amount received in respect of such jury service.

SCHEDULE 1 – CLASSIFICATIONS

ADMINISTRATIVE STAFF

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,

Administration Officer 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 appropriate staff 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

Administration Officer 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 appropriate staff, 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)

Administration Officer 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 staff 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;

Administration Officer 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 staff
Seek ways to improve administrative processes, prepares work procedures and guidelines
Proactively seeks opportunities to train staff
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,

Administration Officer 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 staff 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, responsibility 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 two or more functional area including but not limited to managing the Front Office, Accounts, private Practice suites, Accounts, and 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 55 – Re-grading.

SUPPORT STAFF

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 staff, give any necessary instruction in all the branches of cooking, preparation of food service staff 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 staff, Level 2 = supervises =>6 FTE staff)

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 staff 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 staff, Level 2 = supervises 16-30 FTE staff, Level 3 supervises > 30 FTE staff)

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 and storeperson, or the duties of an assistant cook (meaning a person who, under the direct supervision of a chef or cook, assists in the preparation and serving of meals. The number of assistant cooks employed by a facility shall not exceed the number of cooks and/or chefs employed at that facility). 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 staff, Level 2 = supervises 6 - 12 FTE staff, Level 3 = supervises >12 FTE staff)

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 staff.

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 shall 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 four 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 staff 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 staff.

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 the Employer.

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 the Employer. 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 staff from other disciplines.

ALLIED HEALTH

Allied Health Assistant

A person appointed as such who is wholly or substantially engaged in assisting any of the Health Professionals detailed in this agreement, including but limited to 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 Staff

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 7.

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

- (a) Health professionals employed at Level 1 are newly qualified employees. They are beginning practitioners who are developing their skills and competencies. Level 1 staff are responsible and accountable for providing a professional level of service to the health facility.
- (b) Level 1 staff 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 staff participate in quality activities and workplace education.
- (c) After working as a health professional for 12 months, Level 1 staff 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)

- (a) Progression to Level 2 from Level 1 is automatic following satisfactory performance at completion of Level 1 Year 4.
- (b) Level 2 health professionals are expected to have obtained respective new practitioner competencies according to their relevant professional governing body and to perform duties in addition to those at Level 1.
- (c) 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.
- (d) Positions at this level are required to exercise independent professional judgement on routine matters. They may require direct professional supervision from more senior staff members when performing novel, complex or critical tasks.
- (e) From time to time, Level 2 staff may be required to supervise Level 1 health professionals and technical and support staff 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 and the requirements of the hospital. 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 an 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 and the relevant governing professional body
- (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.
- (d) the hospital requirements for the in-depth clinical knowledge and skills. For example the hospitals services, ward set-up and organisation structure may not require a more senior role.

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) Staff 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 staff, 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 staff 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 staff.
- (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 staff, 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 staff. 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 for each of the Allied Health professionals

(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 the Employer.

(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 the Employer.

(c) Counsellor

Must hold as a minimum a bachelor degree in counselling or a related field, or other qualification deemed equivalent by the Employer.

(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 the Employer.

(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 the Employer.

(f) Exercise Physiologist

Must hold a Bachelor degree in exercise and sports science, or other qualification deemed equivalent by the Employer.

(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 the Employer.

(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 the Employer.

(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 the Employer.

(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 two years study in child development, or other qualification deemed equivalent by the Employer.

(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. A six (6) year sequence of education and training is required to become eligible for general registration. In addition to the 6 years a further 2 years of study at a registered University in a recognised Clinical Masters program is required for Clinical Psychologists. This endorsement of "Clinical" on their AHPRA registration indicates that this additional 2 year requirement has been satisfactorily completed.

(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 the Employer.

(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 the Employer.

(s) Welfare Officer

Must hold a minimum of a bachelor degree in a relevant field eg community welfare, or other qualification deemed equivalent by the Employer.

APPENDIX 1 - WAGES AND ALLOWANCES

Aurora Classification	As at 1/7/23		As at 1/7/24 2.75%		As at 1/3/25 0.25%		As at 1/9/25 2.75%		As at 1/3/26 0.25%		As at 1/9/26 2.75%	
	Hourly rate	Weekly rate	Hourly rate	Weekly rate	Hourly rate	Weekly rate	Hourly rate	Weekly rate	Hourly rate	Weekly rate	Hourly rate	Weekly rate
Admin Officers												
NSW Admin Officer Gr 1Yr 1	25.93	985.34	26.64	1012.44	26.71	1014.97	27.44	1042.88	27.51	1045.49	28.27	1074.24
NSW Admin Officer Gr 1Yr 2	26.74	1016.12	27.48	1044.06	27.54	1046.67	28.30	1075.46	28.37	1078.15	29.15	1107.79
NSW Admin Officer Gr 1Yr 3	27.47	1043.86	28.23	1072.57	28.30	1075.25	29.07	1104.82	29.15	1107.58	29.95	1138.04
NSW Admin Officer Gr 1Yr 4	28.07	1066.66	28.84	1095.99	28.91	1098.73	29.71	1128.95	29.78	1131.77	30.60	1162.89
NSW Admin Officer Gr 1Yr 5	28.68	1089.84	29.47	1119.81	29.54	1122.61	30.35	1153.48	30.43	1156.37	31.27	1188.17
NSW Admin Officer Gr 2Yr 1	29.56	1123.28	30.37	1154.17	30.45	1157.06	31.29	1188.87	31.36	1191.85	32.23	1224.62
NSW Admin Officer Gr 2Yr 2	30.46	1157.48	31.30	1189.31	31.38	1192.28	32.24	1225.07	32.32	1228.13	33.21	1261.91
NSW Admin Officer Gr 3Yr 1	31.39	1192.82	32.25	1225.62	32.33	1228.69	33.22	1262.48	33.31	1265.63	34.22	1300.44
NSW Admin Officer Gr 3Yr 2	32.19	1223.22	33.08	1256.86	33.16	1260.00	34.07	1294.65	34.15	1297.89	35.09	1333.58
NSW Admin Officer Gr 4Yr 1	32.97	1252.86	33.88	1287.31	33.96	1290.53	34.90	1326.02	34.98	1329.34	35.94	1365.89
NSW Admin Officer Gr 4Yr 2	33.68	1279.84	34.61	1315.04	34.69	1318.32	35.65	1354.58	35.74	1357.96	36.72	1395.31
NSW Admin Officer Gr 5Yr 1	34.62	1315.56	35.57	1351.74	35.66	1355.12	36.64	1392.38	36.73	1395.86	37.74	1434.25
NSW Admin Officer Gr 5Yr 2	35.38	1344.44	36.35	1381.41	36.44	1384.87	37.45	1422.95	37.54	1426.51	38.57	1465.74
Hospital Practices Supervisor												
NSW Hospital Practices Supervisors Lvl 1 <100 beds	35.80	1360.40	36.78	1397.81	36.88	1401.31	37.89	1439.84	37.99	1443.44	39.03	1483.14
NSW Hospital Practices Supervisors Lvl 2 100-199 beds	39.38	1496.44	40.46	1537.59	40.56	1541.44	41.68	1583.83	41.78	1587.79	42.93	1631.45
NSW Hospital Practices Supervisors Lvl 3 > 300 beds	40.55	1540.90	41.67	1583.27	41.77	1587.23	42.92	1630.88	43.03	1634.96	44.21	1679.92
Hospital Admin Supervisor												
Hospital Admin Supervisors Lvl 1 <100 beds	37.53	1426.14	38.56	1465.36	38.66	1469.02	39.72	1509.42	39.82	1513.19	40.92	1554.81
Hospital Admin Supervisors Lvl 2 100-199 beds	41.28	1568.64	42.42	1611.78	42.52	1615.81	43.69	1660.24	43.80	1664.39	45.00	1710.16
Hospital Admin Supervisors Lvl 3 >200 beds	42.42	1611.96	43.59	1656.29	43.70	1660.43	44.90	1706.09	45.01	1710.36	46.25	1757.39
Executive Administrator												
Executive Administrator Lvl 1	39.60	1504.80	40.69	1546.18	40.79	1550.05	41.91	1592.67	42.02	1596.66	43.17	1640.56
Executive Administrator Lvl 2	44.00	1672.00	45.21	1717.98	45.32	1722.27	46.57	1769.64	46.69	1774.06	47.97	1822.85
Executive Administrator Lvl 3	45.32	1722.16	46.57	1769.52	46.68	1773.94	47.97	1822.73	48.09	1827.28	49.41	1877.53
Catering Officer												
Catering Officer Yr 1	31.82	1209.16	32.70	1242.41	32.78	1245.52	33.68	1279.77	33.76	1282.97	34.69	1318.25
Catering Officer Yr 2	32.30	1227.40	33.19	1261.15	33.27	1264.31	34.19	1299.07	34.27	1302.32	35.21	1338.14
Cook/ Chef/ Catering Manager												
Cook Lvl 1 < 100 beds	27.69	1052.22	28.45	1081.16	28.52	1083.86	29.31	1113.67	29.38	1116.45	30.19	1147.15
Cook Lvl 2 100-199 beds	28.27	1074.26	29.05	1103.80	29.12	1106.56	29.92	1136.99	30.00	1139.83	30.82	1171.18
Cook Lvl 3 > 200 beds	28.94	1099.72	29.74	1129.96	29.81	1132.79	30.63	1163.94	30.71	1166.85	31.55	1198.94
Chef Yr 1	29.33	1114.54	30.14	1145.19	30.21	1148.05	31.04	1179.62	31.12	1182.57	31.98	1215.09
Chef Yr 2	29.90	1136.20	30.72	1167.45	30.80	1170.36	31.65	1202.55	31.73	1205.56	32.60	1238.71
Chef Yr <2	29.90	1136.20	30.72	1167.45	30.80	1170.36	31.65	1202.55	31.73	1205.56	32.60	1238.71
Catering / Café Manager In Charge of 6 or more EFT	38.32	1456.16	39.37	1496.20	39.47	1499.94	40.56	1541.19	40.66	1545.05	41.78	1587.54
Hospital Services Manager												
Hospital Services Manager Lvl 1 (10-15 FTE reporting)	39.21	1489.98	40.29	1530.95	40.39	1534.78	41.50	1576.99	41.60	1580.93	42.75	1624.41
Hospital Services Manager Lvl 2 (16-30 FTE reporting)	43.13	1638.94	44.32	1684.01	44.43	1688.22	45.65	1734.65	45.76	1738.98	47.02	1786.81
Hospital Services Manager Lvl 3 (>30 FTE reporting)	44.81	1702.78	46.04	1749.61	46.16	1753.98	47.43	1802.21	47.55	1806.72	48.85	1856.41
General Services Officer												
General Services Officer Gr 1	25.77	979.26	26.48	1006.19	26.54	1008.71	27.27	1036.44	27.34	1039.04	28.09	1067.61
General Services Officer Gr 2	26.43	1004.34	27.16	1031.96	27.22	1034.54	27.97	1062.99	28.04	1065.65	28.81	1094.95
General Services Officer Gr 3	26.93	1023.34	27.67	1051.48	27.74	1054.11	28.50	1083.10	28.57	1085.81	29.36	1115.67
General Services Officer Gr 4	28.63	1087.94	29.42	1117.86	29.49	1120.65	30.30	1151.47	30.38	1154.35	31.21	1186.09
Wardsperson												
Wardsperson Yr 1	27.64	1050.32	28.40	1079.20	28.47	1081.90	29.25	1111.65	29.33	1114.43	30.13	1145.08
Wardsperson Yr 2	27.83	1057.54	28.60	1086.62	28.67	1089.34	29.46	1119.30	29.53	1122.09	30.34	1152.95
Environmental Services Manager												
Environmental Services Manager In charge of < 6 EFT	35.55	1350.90	36.53	1388.05	36.62	1391.52	37.63	1429.79	37.72	1433.36	38.76	1472.78
Environmental Services Manager In charge of 6-12 EFT	38.32	1456.16	39.37	1496.20	39.47	1499.94	40.56	1541.19	40.66	1545.05	41.78	1587.54
Environmental Services Manager In charge of > 12 EFT	39.28	1492.64	40.36	1533.69	40.46	1537.52	41.57	1579.80	41.68	1583.75	42.82	1627.31

Gardener														
Gardener	27.07	1028.66	27.81	1056.95	27.88	1053.59	28.65	1088.73	28.72	1091.45	29.51	1121.47		
Gardener (Qualified)	27.76	1054.88	28.52	1083.89	28.59	1066.60	29.38	1116.48	29.45	1119.27	30.26	1150.05		
Maintenance														
Maintenance Officer (Non-Tradesmen) - Otherwise	31.87	1211.06	32.75	1244.36	32.83	1247.48	33.73	1281.78	33.82	1284.99	34.75	1320.32		
Maintenance Officer (Non-Tradesmen) - In Charge of Staff	32.59	1238.42	33.49	1272.48	33.57	1275.66	34.49	1310.74	34.58	1314.02	35.53	1350.15		
Maintenance Officer (Tradesman) - Otherwise	34.67	1317.46	35.62	1353.69	35.71	1357.07	36.63	1394.39	36.79	1397.88	37.80	1436.32		
Maintenance Officer (Tradesman) In Charge of Staff	37.09	1409.42	38.11	1448.18	38.21	1451.80	39.26	1491.72	39.35	1495.45	40.44	1536.58		
Facilities Manager														
Facilities Manager Lvl 1 (< 100 beds)	39.80	1512.40	40.89	1553.99	41.00	1557.88	42.12	1600.72	42.23	1604.72	43.39	1648.85		
Facilities Manager Lvl 2 (100-199 beds)	42.18	1602.84	43.34	1646.92	43.45	1651.04	44.64	1696.44	44.75	1700.68	45.99	1747.45		
Facilities Manager Lvl 3 (> 200 beds)	44.82	1703.16	46.05	1750.00	46.17	1754.37	47.44	1802.62	47.56	1807.12	48.86	1856.82		
Clinical Coders														
NSW Clinical Coder-Trainee	31.17	1184.46	32.03	1217.03	32.11	1220.08	32.99	1253.63	33.07	1256.76	33.98	1291.32		
Clinical Coder Yr 1	35.75	1358.50	36.73	1395.86	36.82	1399.35	37.84	1437.83	37.93	1441.43	38.98	1481.06		
Clinical Coder Yr 2	37.21	1413.98	38.23	1452.86	38.33	1456.50	39.38	1496.55	39.48	1500.29	40.57	1541.55		
Clinical Coder Yr 3	39.17	1488.46	40.25	1529.39	40.35	1533.22	41.46	1575.38	41.56	1579.32	42.70	1622.75		
Clinical Coder Yr 4	40.97	1556.86	42.10	1599.67	42.20	1603.67	43.36	1647.77	43.47	1651.89	44.67	1697.32		
Clinical Coder Yr 5	42.83	1627.54	44.01	1672.30	44.12	1676.48	45.33	1722.58	45.44	1726.89	46.69	1774.38		
Clinical Coder Yr 6	44.92	1706.96	46.16	1753.90	46.27	1758.29	47.54	1806.64	47.66	1811.16	48.97	1860.96		
Clinical Coder Yr 7 thereafter	46.82	1779.16	48.11	1828.09	48.23	1832.66	49.55	1883.06	49.68	1887.76	51.04	1939.68		
Senior Clinical Coder	49.75	1890.50	51.12	1942.49	51.25	1947.34	52.66	2000.90	52.79	2005.90	54.24	2061.06		
Health Information Manager														
Health Information Manager Gr 1 Lvl 1 (<40 beds)	48.08	1827.04	49.40	1877.28	49.53	1881.98	50.89	1933.73	51.01	1938.57	52.42	1991.88		
Health Information Manager Gr 1 Lvl 2 (<40 beds)	52.89	2009.82	54.34	2065.09	54.48	2070.25	55.98	2127.18	56.12	2132.50	57.66	2191.15		
Health Information Manager Gr 2 Lvl 1 (41-80 beds)	49.76	1890.88	51.13	1942.88	51.26	1947.74	52.67	2001.30	52.80	2006.30	54.25	2061.48		
Health Information Manager Gr 2 Lvl 2 (41-80 beds)	54.74	2080.12	56.25	2137.32	56.39	2142.67	57.94	2201.59	58.08	2207.09	59.68	2267.79		
Health Information Manager Gr 3 Lvl 1 (81-100 beds)	51.50	1957.00	52.92	2010.82	53.05	2015.84	54.51	2071.28	54.64	2076.46	56.15	2133.56		
Health Information Manager Gr 3 Lvl 2 (81-100 beds)	56.65	2152.70	58.21	2211.90	58.35	2217.43	59.96	2278.41	60.11	2284.10	61.76	2346.92		
Health Information Manager Gr 4 Lvl 1 (101-120 beds)	53.30	2025.40	54.77	2081.10	54.90	2086.30	56.41	2143.67	56.55	2149.03	58.11	2208.13		
Health Information Manager Gr 4 Lvl 2 (101-120 beds)	58.63	2227.94	60.24	2289.21	60.39	2294.93	62.05	2358.04	62.21	2363.94	63.92	2428.95		
Health Information Manager Gr 5 Lvl 1 (> 120 beds)	55.12	2094.56	56.64	2152.16	56.78	2157.54	58.34	2216.87	58.48	2222.42	60.09	2283.53		
Health Information Manager Gr 5 Lvl 2 (> 120 beds)	60.66	2305.08	62.33	2368.47	62.48	2374.39	64.20	2439.69	64.36	2445.79	66.13	2513.04		
Allied Health														
Allied Health Assistant Lvl 1 Yr 1	29.55	1122.90	30.36	1153.78	30.44	1156.66	31.28	1188.47	31.35	1191.44	32.22	1224.21		
Allied Health Assistant Lvl 1 Yr 2	30.12	1144.56	30.95	1176.04	31.03	1178.98	31.88	1211.40	31.96	1214.43	32.84	1247.82		
Allied Health Assistant Lvl 1 Yr 3	30.72	1167.36	31.56	1199.46	31.64	1202.46	32.51	1235.53	32.60	1238.62	33.49	1272.68		
Allied Health Assistant Lvl 2	31.43	1194.34	32.29	1227.18	32.38	1230.25	33.27	1264.08	33.35	1267.24	34.27	1302.09		
Allied Health Assistant Lvl 3	32.20	1223.60	33.09	1257.25	33.17	1260.39	34.08	1295.05	34.17	1298.29	35.11	1333.99		
Health Professionals Lvl 1 Yr 1	38.37	1458.06	39.43	1498.16	39.52	1501.90	40.61	1543.20	40.71	1547.06	41.83	1589.61		
Health Professionals Lvl 1 Yr 2	39.82	1513.16	40.92	1554.77	41.02	1558.66	42.15	1601.52	42.25	1605.53	43.41	1649.68		
Health Professionals Lvl 1 Yr 3	42.27	1606.26	43.43	1650.43	43.54	1654.56	44.74	1700.06	44.85	1704.31	46.08	1751.18		
Health Professionals Lvl 1 Yr 4	46.53	1768.14	47.81	1816.76	47.93	1821.31	49.25	1871.39	49.37	1876.07	50.73	1927.66		
Health Professional Lvl 2 Yr 1	48.29	1835.02	49.62	1885.48	49.74	1890.20	51.11	1942.18	51.24	1947.03	52.65	2000.58		
Health Professional Lvl 2 Yr 2	51.35	1951.30	52.76	2004.96	52.89	2009.97	54.35	2065.25	54.48	2070.41	55.98	2127.35		
Health Professional Lvl 2 Yr 3	53.85	2046.30	55.33	2102.57	55.47	2107.83	56.99	2165.79	57.14	2171.21	58.71	2230.92		
Health Professional Lvl 2 Yr 4	55.59	2112.42	57.12	2170.51	57.26	2175.94	58.84	2235.78	58.98	2241.37	60.61	2303.00		
Health Professional Lvl 3 Yr 1	59.79	2272.02	61.43	2334.50	61.59	2340.34	63.28	2404.70	63.44	2410.71	65.18	2477.00		
Health Professional Lvl 3 Yr 2	61.79	2348.02	63.49	2412.59	63.65	2418.62	65.40	2485.13	65.56	2491.35	67.36	2559.86		
Health Professional Lvl 3 Yr 3	63.08	2397.04	64.81	2462.96	64.98	2469.12	66.76	2537.02	66.93	2543.36	68.77	2613.30		
Health Professional Lvl 4 Yr 1	64.88	2465.44	66.66	2533.24	66.83	2539.57	68.67	2609.41	68.84	2615.93	70.73	2687.87		
Health Professional Lvl 4 Yr 2	66.51	2527.38	68.34	2596.88	68.51	2603.38	70.39	2674.97	70.57	2681.66	72.51	2755.40		
Allied Health Manager Lvl 1 (< 6 FTE Staff)	69.83	2653.54	71.75	2726.51	71.93	2733.33	73.91	2808.50	74.09	2815.52	76.13	2892.94		
Allied Health Manager Lvl 2 (6-10 FTE Staff)	71.05	2699.90	73.00	2774.15	73.19	2781.08	75.20	2857.56	75.39	2864.71	77.46	2943.49		
Allied Health Manager Lvl 3 (11-15 FTE Staff)	72.47	2753.86	74.46	2829.59	74.65	2836.67	76.70	2914.67	76.89	2921.96	79.01	3002.31		
Allied Health Manager Lvl 4 (16-20 FTE Staff)	73.92	2808.96	75.95	2886.21	76.14	2893.42	78.24	2972.99	78.43	2980.42	80.59	3062.39		
Allied Health Manager Lvl 5 (> 20 FTE Staff)	76.81	2918.78	78.92	2999.05	79.12	3006.54	81.30	3089.22	81.50	3096.95	83.74	3182.11		

I am authorised to sign this Agreement on behalf of Aurora Healthcare

SIGNATURE

PRINT NAME AND AUTHORITY / TITLE

Address:

Date

I am authorised to sign this Agreement as the nominated employee bargaining representative on behalf of the HSU New South Wales Branch

SIGNATURE

PRINT NAME AND AUTHORITY / TITLE

Address:

Date:

I am authorised to sign this Agreement as the nominated employee bargaining representative

SIGNATURE

PRINT NAME AND AUTHORITY / TITLE

Address:

Date:

APPENDIX 2 – HOSPITALS

For the purposes of this Agreement 'Aurora Healthcare' shall mean:

- a) the hospitals and Employers listed in the table below; and

Legal entity	Trading name and additional registered business names	Hospital Location/Principal place of Business	ACN
South Coast Private Pty Ltd	SOUTH COAST PRIVATE HOSPITAL South Coast Private	112 Burelli Street, Wollongong NSW 2500	151 778 719
Toronto Private Hospital Pty Ltd (previously Central Lakes Hospitals Pty Ltd)	TORONTO PRIVATE HOSPITAL	154 Cary Street, Toronto NSW 2283	001 461 561
Bella Vista Private Hospital Pty Ltd (previously The Hills Clinic Pty Ltd)	KELLYVILLE PRIVATE HOSPITAL	3 Mccausland Place, Kellyville NSW 2155	131 435 508
Westmead Rehabilitation Hospital Pty Ltd	WESTMEAD REHABILITATION HOSPITAL	7 Coleman Street, South Wentworthville NSW 2145	132 458 818
IMH Deakin Private Hospital Pty Ltd	IMH Deakin Private Hospital	63 Denison Street DEAKIN ACT 2600	664 592 116
IMH Hironnelle Private Hospital Pty Ltd	IMH Hironnelle Private Hospital	10 Wyvern Avenue Chatswood NSW 2067	664 591 879

- b) any greenfield hospitals built and operated by Aurora Healthcare in New South Wales. For the avoidance of doubt, an existing hospital that is acquired by Aurora Healthcare is not a greenfield hospital.