



DECISION

Fair Work (Transitional Provisions and Consequential Amendments) Act 2009
Sch. 3, Item 20A(4) - Application to extend default period for agreement-based transitional instruments

Application by RR Private Limited T/A Royal Rehab Private Petersham
(AG2023/4646)

THE METROPOLITAN REHABILITATION HOSPITAL UNION COLLECTIVE AGREEMENT 2008-2010

HEALTH AND WELFARE SERVICES

DEPUTY PRESIDENT WRIGHT
DEPUTY PRESIDENT SLEVIN
DEPUTY PRESIDENT GRAYSON

SYDNEY, 19 FEBRUARY 2024

Application to extend the default period for the Metropolitan Rehabilitation Hospital Union Collective Agreement 2008 - 2010

[1] Pursuant to subitem 20A(4) of Sch 3 to the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)(the **Act**), RR Private Limited T/A Royal Rehab Private Petersham has applied to extend the default period for the *Metropolitan Rehabilitation Hospital Union Collective Agreement 2008 - 2010* (the **Agreement**).

[2] The application is made in accordance with subitem 20A(6)(a) on the ground that bargaining is occurring for a proposed enterprise agreement that will cover the same or substantially the same group of employees as are covered by the Agreement and that it is appropriate to do so. The application was made after the notification time for the proposed enterprise agreement.

[3] The Full Bench in *ISS Health Services Pty Ltd*¹ described the requirements that must be met for an application to extend the default period where bargaining for a replacement agreement is made.

[4] We are satisfied on the material provided that the requirements in subitem (7) are met and that it is appropriate to extend the default period. The Applicant has commenced bargaining for a replacement agreement. The Applicant initially sought an extension of twelve months, until 6 December 2024, but has subsequently advised the Commission that an extension of six months, until 6 June 2024, would be sufficient to enable bargaining to be concluded. We have considered the information and submissions filed by the Applicant in support of that contention

and consider that an extension until 6 June 2024 is sufficient time for a replacement agreement to be made and approved.

[5] Pursuant to item 20A(6) of Sch 3 to the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth), we order that the default period for the Agreement is extended until 6 June 2024.

[6] The Agreement is published, in accordance with subitem 20A(10A)(c) of the Act, on the Fair Work Commission's website.



DEPUTY PRESIDENT

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<AC316352 PR771610>

¹ [2023] FWCFB 122 at [4]

**METROPOLITAN REHABILITATION HOSPITAL UNION COLLECTIVE
AGREEMENT 2008 - 2010**

PART A

1 Arrangement

2. Title

This Agreement shall be known as the Metropolitan Rehabilitation Hospital Union Collective Agreement 2008 - 2010

3. Parties and term

This agreement shall be binding upon Sonari Pty Ltd T/A Metropolitan Rehabilitation Hospital (ABN 83 096 619 822) of 275 Addison Rd PETERSHAM NSW 2049 and the Health Services Union (ABN 85 037 751 682) of Level 2, 109 Pitt St SYDNEY NSW 2000 and the employees as set out in the classifications of this agreement, for a term of two years.

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PART B – MONETARY RATES

Table 1 – Rates of Pay

Table 2 – Other Rates and Allowances

4. Definitions

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

“Chefs and Cooks”-

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

- (iii) **“Cook-Grade B”** means a person employed as a cook, other than a Chef or Cook Grade A.

Catering Officer: Means a person who is responsible to the General Manager for the catering services of the hospital.

“General Service Officers” -

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

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

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

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

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

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

“Medical Officers” -

- (i) **“Registrar”** means a medical officer who:
- (a) has had at least three years experience in public hospital service as defined under this Agreement or any lesser period acceptable to the hospital; and
 - (b) is appointed a registrar by the hospital; and

(c) is occupying a position of registrar in an established position.

(ii) **“Senior Registrar”** means a registrar holding higher medical qualifications and occupying a position of senior registrar in an established position.

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

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

“Patient Services Assistant” means a person who under limited supervision, provides assistance to patients in carrying out simple personal care tasks which shall include but not be limited to supervision of daily hygiene: e.g. assisting with showers or baths, shaving, and assist in dressing; make beds and tidy rooms; store clothes and clean wardrobes; portering of patients; and assist with meals; and cleaning duties including, but not limited to, the cleaning of unoccupied beds.

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

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

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

“Shift Worker” means:

- (i) an employee who:
 - (a) is employed in a business in which shifts are continuously rostered 24 hours a day for 7 days a week; and
 - (b) is regularly rostered to work those shifts; and regularly works on Sundays and Public Holidays; or
- (ii) an employee of a type that is prescribed by regulations made for the purposes of this regulation

“Supervision” -

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

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

5. Grading Structures

1. Clerical & Administrative Employees

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

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

A. Grade 1

A Grade 1 position is described as follows:

- (i) The employee may work under direct supervision with regular checking of progress.
- (ii) An employee at this grade applies knowledge and skills to a limited range of tasks. The choice of actions required is clear.

- (iii) Usually work will be performed within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion.

Indicative tasks of a Grade 1 position are:

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

B. Grade 2

Grade 2 position is described as follows:

- (i) The employee may work under routine supervision with intermittent checking.
- (ii) An employee at this grade applies knowledge and skills to a range of tasks. The choice of actions required is usually clear, with limited complexity in the choice.
- (iii) Work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making.

Indicative tasks of a Grade 2 position are:

UNIT	ELEMENT
Information Handling	Update and modify existing organisational records Remove inactive files Copy data on to standard forms
Communication	Respond to incoming telephone calls Make telephone calls Draft simple correspondence
Enterprise	Provide information from own function area Re-direct inquiries and/or take appropriate follow-up action Greet visitors and attend to their needs
Technology	Operate equipment Identify and/or rectify minor faults in equipment Edit and save information Produce document from written text using standard format Shutdown equipment
Organisational	Organise own work schedule Know roles and functions of other employees
Team	Participate in identifying tasks for team Complete own tasks Assist others to complete tasks
Business Financial	Reconcile invoices for payment to creditors Prepare statements for debtors Enter payment summaries into journals Post journals to ledger

C. Grade 3

A Grade 3 position is described as follows:

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

Indicative tasks of a Grade 3 position are:

UNIT	ELEMENT
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Information Handling	Prepare new files Identify and process inactive files Record documentation movements
Communication	Respond to telephone, oral and written requests for information Draft routine correspondence. Handle sensitive inquiries with tact and discretion
Enterprise	Clarify specific needs of client/other employees Provide information and advice Follow-up on client/employee needs Clarify the nature of a verbal message Identify options for resolution and act accordingly
Technology	Maintain equipment Train others in the use of office equipment Select appropriate media Establish document structure Produce documents
Organisational	Co-ordinate own work routine with others Make and record appointments on behalf of others Make travel and accommodation bookings in line with given itinerary
Team	Clarify tasks to achieve group goals Negotiate allocation of tasks Monitor own completion of allocated tasks
Business Financial	Reconcile accounts to balance Prepare bank reconciliations Document and lodge takings at bank Receive and document payment/takings Dispatch statements to debtors Follow up and record outstanding accounts Dispatch payments to creditors Maintain stock control records

D. Grade 4

A Grade 4 position is described as follows:

- (v) The employee may be required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved.
- (vi) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, and the range and choice of actions required will usually be complex.

- (iii) An employee at this grade applies competencies usually applied within routines, methods and procedures where discretion and judgement is required, for both self and others.

Indicative tasks of a Grade 4 position are:

UNIT	ELEMENT
Information Handling	Categorise files Ensure efficient distribution of files and records Maintain security of filing system Train others in the operation of the filing system Compile report Identify information source(s) inside and outside the organisation
Communication	Receive and process a request for information Identify information source(s) Compose report/correspondence
Enterprise	Provide information on current service provision and resource allocation within area of responsibility Identify trends in client requirements
Technology	Maintain storage media Devise and maintain filing system Set printer for document requirements when various setups are available Design document format Assist and train network users Shutdown network equipment
Organisational	Manage diary on behalf of others Assist with appointment preparation and follow up for others Organise business itinerary Make meeting arrangements Record minutes of meeting Identify credit facilities Prepare content of documentation for meetings
Team	Plan work for the team Allocate tasks to members of the team Provide training for team members
Business Financial	Prepare financial reports Draft financial forecasts/budgets Undertake and document costing procedures

E. Grade 5

A Grade 5 position is described as follows:

- (vii) The employee may be supervised by professional staff and may be responsible for the planning and management of the work of others.
 - (ii) An employee at this grade applies knowledge with substantial depth in some areas, and a range of skills, which may be varied or highly specific. The employee may receive assistance with specific problems.
 - (iii) An employee at this grade applies knowledge and skills independently and non-routinely. Judgement and initiative are required.
- Indicative tasks of a Grade 5 position are:

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

5. Social Worker

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

- (i) a degree in social work from a recognised university requiring at least four years full-time study; or
- (ii) a degree in social work and diploma from a recognised university requiring at least four years full-time study; or
- (iii) qualifications deemed equivalent by the employer.

6. Wages

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

7. Hours

A. Full-time employees

- (i) The ordinary hours of work of employees, exclusive of meal times, shall be 152 hours per 28 calendar days.
- (ii) The hours of work prescribed in subclause (i) above shall be worked in one of the following ways:
 - (a) 38 hours per week, to be arranged in order that an employee shall not be required to work his/her ordinary hours on more than five days in one week; or
 - (b) 76 hours per fortnight, to be arranged in order that an employee shall not be required to work his/her ordinary hours on more than ten days in the fortnight; or
 - (c) 152 hours per 28 calendar days, to be arranged in order that an employee shall not be required to work his/her ordinary hours on more than 19 days in the cycle.

- (iii) Each shift shall not consist of more than 10 ordinary hours of work per day, provided that such shifts shall not be worked on more than 12 consecutive days.
- (iv) 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.
- (v) Two separate ten-minute intervals (in addition to meal breaks) shall be allowed each employee on duty during each ordinary shift. Subject to agreement between the employer and the employee, such intervals may alternatively be taken as one 20-minute interval or by one 10-minute interval with the employee allowed to proceed off duty 10 minutes before completion of the normal shift finishing time. Such interval(s) shall count as working time. Employees who are engaged for less than an eight-hour shift on any one day shall only be entitled to one tea break of 10 minutes, provided a minimum of four hours work is completed.
- (vi) Each employee shall be entitled to not less than four full days in each fortnight free from duty or two full days in each week free from duty and such rostered days off shall, where practicable, be consecutive.
- (vii) Full-time employees shall receive a minimum payment of four hours for each start in respect of ordinary hours of work. Permanent part-time employees and casual employees shall receive a minimum payment of two hours for each such start.
- (viii) Employees working a broken shift shall be paid an additional amount as set out in Item 1 of Table 2, Other Rates and Allowances, of Part B for each broken shift and the period of time between the commencement and termination of such shift shall not exceed twelve (12) hours.
- (ix) An employee who has their hours of work arranged in accordance with paragraph (c) or (d) of subclause (ii) or subclause (vi) of this clause shall access an ADO in the following manner:
 - (a) An employee shall be entitled to an allocated day off in each roster cycle of 28 calendar days or 35 calendar days, as the case may be. Such employees shall have the hours worked on each of those days arranged to include a proportion of one hour on the basis of 0.4 of one hour for each eight-hour shift worked and 0.5 of one hour for each ten-hour shift which shall accumulate towards the employee's allocated day off.
 - (b) The employee's allocated day off duty prescribed above shall be taken at an agreed time having regard to the needs of the place of employment. Such allocated day off duty shall, where possible, be consecutive with the rostered days off prescribed in subclause (vi) of this clause. 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 agreement, taken at another time within 18 months of such accrual occurring.

- (c) Allocated days off duty may not be rostered to occur on public holidays.
- (d) No time towards allocated days off duty shall accrue during periods of workers' compensation, long service leave, parental leave or any period of unpaid leave, or the statutory four weeks annual leave.

However, an employee returning to duty from the abovementioned leave shall be given the next allocated day off in sequence.

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

8. Roster of Hours

- (i) The ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees. Where reasonably practicable, the roster shall be displayed at least two weeks in advance, but in any case at least one week prior to the commencing date of the first working period in the roster.
- (ii) Provided that this provision shall not make it obligatory for the employer to display any roster or ordinary hours of work of members of the casual or relieving staff.
- (iii) Provided further that a roster may be altered at any time to enable the service of the private hospital to be carried on where another employee is absent from duty on account of illness or in emergency, but where such alteration involves an employee working on a day which would have been his or her day off, such employee may elect to be paid at overtime rates or have a day off in lieu thereof, which shall be as mutually arranged.
- (iv) An employer may change an employee's roster at short notice for any reasonable grounds including unexpected emergent situations and unforeseen fluctuations in patient dependency.

9. Overtime

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

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

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

- (iii) An employee recalled to work overtime after leaving the employer's premises shall be paid for a minimum of four hours work at the appropriate rate for each time so recalled. If the work required is completed in less than four hours, the employee shall be released from duty.
- (iv) An employee required to work overtime following on the completion of their normal shift for more than two hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hours overtime. All such time shall be counted as time worked; provided that benefits of this subclause shall not apply to permanent part time employees, until the expiration of the normal shift for a majority of the full-time employees employed on that shift in the ward or section concerned.
- (v) An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hour's overtime; all such time shall be counted as time worked.
- (vi) The meals referred to in subclauses (iv) and (v) of this clause shall be allowed to the employee free of charge. Where the hospital is unable to provide such meals, an allowance per meal of the sum set out in Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, shall be paid to the employee concerned.
- (vii) Where an employee is required to work an overtime shift on his or her rostered day off, the appropriate meal breaks for that shift, as prescribed by Clause 7, Hours, shall apply.

- (viii) If an employee is recalled to duty during a meal break, they shall be paid at overtime rates for the total period of the meal break.

- (ix) An employee who works so much overtime:
 - (a) between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least eight consecutive hours off duty between these times; or

 - (b) on a Saturday, a Sunday and a holiday, not being ordinary working days, or on a rostered day off without having had eight consecutive hours off duty in the twenty-four hours preceding their next day or shift; shall subject to this subclause, be released after completion of such overtime until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the employer such an employee resumes or continues to work without having such eight consecutive hours off duty they shall be paid at double time of the appropriate rate applicable on such day until they are released from duty for such period and they then shall be entitled to be absent until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (x) In lieu of receiving payment for overtime in accordance with this clause, employees may be compensated by way of time off in lieu of overtime on the following basis:
 - (a) Time off in lieu of overtime must be taken within four months of it being accrued at ordinary rates.

 - (b) Where it is not possible for an employee to take the time off in lieu of overtime within the four month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.

 - (c) Employees cannot be compelled to take time off in lieu of overtime.

 - (d) Records of all time off in lieu of overtime owing to employees and taken by employees must be maintained by the employer.

10. Reasonable Hours

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

- (ii) 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.

- (iii) For the purposes of sub-clause (ii) what is unreasonable or otherwise will be determined having regard to:
 - (a) any risk to employee health and safety.
 - (b) The employee's personal circumstances including any family and carer responsibilities.
 - (c) The needs of the workplace or enterprise.
 - (d) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) Any other relevant matter.

11. Banking of Hours

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

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

12. Meals

- (i) Time not exceeding one hour and not less than 30 minutes shall be allowed for each meal, provided that, where an employee is called upon to work for any portion of his/her meal break, such time shall count as ordinary working time.
- (ii) An employee shall not be required to work more than six hours without a meal break. Such meal break shall be of between 30 and 60 minutes duration, and shall not count as time worked.
- (iii) Notwithstanding the provisions of subclause (i) of this clause, an employee required to work in excess of ten ordinary hours, shall be entitled to a 60-minute meal break.

Such time shall be taken as either two 30-minute meal breaks or one 60-minute meal break, subject to agreement between the employer and the employee.

- (iv) An employee who is required to work overtime for more than two hours and such overtime goes beyond 7:00 a.m., 1:00 p.m. and 6:00 p.m. shall, at the option of the employer, be supplied with an adequate meal or shall be paid the amounts set out in Item 2 of Table 2 - Other Rates and Allowances of Part B, Monetary Rates.

13. Part-time Work

- (i) A permanent part-time employee is one who is permanently appointed by the hospital to work a specified number of hours which are less than those prescribed for a full-time employee. By agreement between employer and employee, the specified number of hours may be balanced over a week and/ a monthly period, provided that the average weekly hours shall be deemed to be the specified number of hours for the purposes of accrual of annual leave. There shall be no interruption to the continuity of employment merely by reason of an employee working on a "week on, week off" basis in accordance with this subclause.
- (ii) Permanent part-time employees shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by Table 1 - Rates of Pay, of Part B, Monetary Rates.
- (iii) Permanent part-time employees shall be entitled to all other benefits of this Agreement not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.
- (iv) Any additional shifts that arise due to the need of the employer to supplement the workforce and/or respond to fluctuations caused by absence or emergency, shall be

offered where ever possible to permanent part-time employees first and prior to the engagement of any casual employees.

14. Casual Employees

- (i) (a) A casual employee is one engaged on an hourly basis otherwise than as a permanent part-time employee or full-time employee.
- (b) A casual employee may only be engaged in the following circumstances: for short term periods where there is a need to supplement the workforce arising from fluctuations in the needs of the facility; or in the place of another employee who is absent; or in an emergency.
- (ii) A casual employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate, prescribed by Table 1 - Rates of Pay, of Part B, Monetary Rates of this Agreement, plus twenty per cent thereof, with a minimum payment of two hours for each engagement and one-thirty-eighth of the uniform and laundry allowances, where a uniform is not supplied in accordance with clause 25, Uniforms and Protective Clothing.
- (iii) A casual employee who is required to and does work on a public holiday prescribed by clause 17, Public Holidays, shall be paid double time and one half for all time worked in lieu of the 20 per cent allowance provided for in subclause (ii) of this clause.
- (iv) For weekend and public holiday work, casual employees shall, in lieu of all other penalty rates and the 20 per cent casual allowance, receive the following rates:
 - (a) time and one-half for work between midnight Friday and midnight Saturday;
 - (b) time and three-quarters for work between midnight Saturday and midnight Sunday;
 - (c) double time and one-half for work on a public holiday.
- (v) For the entitlement to long service leave, see *Long Service Leave Act 1955*.
- (vi) With respect to a casual employee, the provisions of the following clauses shall not apply: clause 9, Overtime; clause 28, Service Allowance; clause 20, Annual Leave; clause 21 Annual Leave Loading; clause 18, Personal/Carers Leave; clause 26, Relieving other Members of Staff; clause 23, Compassionate Leave; clause 35, Agreement Benefits to be Continuous; and clause 8, Roster of Hours.

15. Penalty Rates and Shift Allowances

- (i) All time worked by all employees between 6.00 pm and 6.00 am, Monday to Friday, shall receive an allowance of twenty 20 per cent (20%) in addition to their ordinary rate of pay.

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

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

16. Mileage Allowance

Employees required by the employer to use their own vehicles to carry out their work shall be paid the mileage allowances as set out in Item 6 of Table 2 – Other Rates and Allowances, of Part B, Monetary Rates.

17. Public Holidays

- (i) For the purpose of this Agreement the following shall be deemed to be public holidays, viz: New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Eight Hour day; Christmas Day; Boxing Day; and any other day duly proclaimed and observed as a public holiday within the area in which the place of employment is situated.
- (ii)
 - (a) In addition to those public holidays specified in subclause (i), employees shall be entitled to an extra public holiday each year. Such public holiday shall occur on the day on which August Bank Holiday is observed, or at the election of the employer may be transferred as an additional public holiday to a day between Christmas and New Year.
 - (b) Any individual employer wishing to transfer the August Bank holiday shall nominate before 1 July of each calendar year the day on which the additional public holiday is to be observed. Such date shall occur within the days Monday to Friday inclusive and shall not coincide with a date that is already a gazetted public holiday for that calendar year. Once such an election is made, such date then becomes the date on which the additional public holiday is to be observed for all workers in that establishment covered by this Agreement.
 - (c) The foregoing does not apply in areas where in each year:-
 - (1) A day in addition to the ten (10) named public holidays specified in subclause (i) is proclaimed and observed as a public holiday; or
 - (2) Two half-days in addition to the ten (10) named public holidays specified in subclause (i) are proclaimed and observed as half-public holidays.

- (iii) Public holidays shall be allowed to employees without loss of ordinary pay.
- (iv) An employee who is required to and does work on any public holiday prescribed in this clause, shall be paid in lieu of all other shift allowances, weekend penalty rates, casual loading and part-time loading, as follows:
 - (a) Full-time employees:
 - (1) one half time extra for all time worked plus one day's pay in addition to the weekly rate;
 - (2) alternatively, if the employee so elects - one half time extra for all time worked in addition to the weekly rate and have one ordinary working day added to the period of annual leave.
 - (b) Permanent part-time employees:
 - (1) time and one-half extra for all time worked, in addition to the weekly rate;
 - (2) alternatively, if the employee so elects - one-half extra for all time worked and the equivalent number of hours worked added to annual leave;
 - (c) Casual employees shall be paid at the rate of double time and one half for all time worked.
- (v) Full-time shift-workers rostered off duty on a public holiday, which falls on a normal rostered day, shall:
 - (a) be paid one day's pay in addition to the weekly rate; or
 - (b) if the employee so elects - have one day added to their period of annual leave.
- (vi) The elections provided for in subclauses (iv) and (v) shall not be altered by the employee during the currency of this Agreement, unless agreed to by the employer.

18. Personal/Carer's Leave

(i) The Standard

- (a) Employees are entitled to personal leave in accordance with the provisions of the Standard (refer to Division 5 of Part 7 of the *Workplace Relations Act 1996*).
- (b) Casual employees have no entitlement to paid personal/carers' leave, but do have an entitlement to unpaid carer's leave.

(ii) **Meaning of Personal/Carer's Leave**

Personal/carer's leave is either:

- (a) paid leave (**sick leave**) taken by an employee because of a personal illness, or injury, of the employee; or
- (b) paid or unpaid leave (**carer's leave**) taken by an employee to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (1) a personal illness, or injury, of the member; or
 - (2) an unexpected emergency affecting the member.

(iii) **Accrual of Paid Personal/Carer's Leave**

- (a) Subject to transitional arrangements an employee shall accrue an amount of paid personal/carer's leave, for each completed 4 week period of continuous service with the employer, of $\frac{1}{26}$ of the number of ordinary hours worked by the employee for the employer during that 4 week period.
- (b) Paid personal/carer's leave shall accrue on a pro-rata basis and be credited monthly.
- (c) Paid personal/carer's leave is cumulative.
- (d) No payment will be made in lieu of accumulated personal/carer's leave.
- (e) Casual employees have no entitlement to paid personal/carer's leave.
- (f) Not paid on termination.

(iv) **Payment of Paid Personal/Carer's Leave**

If an employee takes paid personal/carer's leave during a period, the personal/carer's leave shall be paid at the employee's ordinary pay rate immediately before the period begins.

(v) **Annual Limit - Paid Carer's Leave**

- (a) The employee is not entitled to take paid carer's leave from his or her employment with the employer at the time if, during the period of 12 months ending at the time, the employee has already taken a total amount

of paid carer's leave from that employment of 1/26 of the ordinary hours worked by the employee for the employer during that period.

- (b) The annual limit on paid carer's leave set out in this clause shall not apply to sick leave accrued to that employee prior to 27 March 2006 subsequently taken as paid carer's leave.

(vi) **Unpaid Carer's Leave**

- (a) An employee is entitled to a period of up to 2 days unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support during such a period because of:
 - (1) a personal illness, or injury, of the member; or
 - (2) an unexpected emergency affecting the member.
- (b) This entitlement extends to casual employees and the employer agrees not to fail to re-engage a casual employee because the employee accessed the entitlements provided for in this sub-clause. The rights of the employer to engage or not to engage a casual employee are otherwise not affected.
- (c) An employee is entitled to unpaid carer's leave for a particular occasion only if the employee cannot take an amount of paid personal/carer's leave.

(vii) **Taking of Paid Sick Leave**

- (a) An employee is entitled to use their paid personal/carer's leave entitlement as paid sick leave in accordance with the Standard.
- (b) An employee is not entitled to be paid sick leave whilst they are in receipt of workers' compensation payments.
- (c) **Sick Leave - Notice:** To be entitled to sick leave during a period, an employee must give the employer notice as soon as reasonably practicable (which may be at a time before or after the sick leave has started) that the employee is (or will be) absent from his or her employment during the period because of a personal illness, or injury, of the employee.

This requirement does not apply to an employee who could not comply with it because of circumstances beyond the employee's control.

- (d) **Sick Leave - Documentary Evidence:** If the employer requires an employee to give the employer documentary evidence in relation to a period of sick leave taken (or to be taken) by the employee:
- (1) To be entitled to sick leave during the period, the employee must give the employer as soon as reasonably practicable (which may be at a time before or after the sick leave has started):
 - (A) if it is reasonably practicable to do so - a medical certificate from a registered health practitioner;
 - (B) if it is not reasonably practicable for the employee to give the employer a medical certificate - a statutory declaration made by the employee; and
 - (2) The document must include a statement to the effect that:
 - (A) if the document is a medical certificate - in the registered health practitioner's opinion, the employee was, is, or will be unfit for work during the period because of a personal illness or injury; or
 - (B) if the document is a statutory declaration - the employee was, is, or will be unfit for work during the period because of a personal illness or injury.

This requirement does not apply to an employee who could not comply with it because of circumstances beyond the employee's control.

(viii) **Taking of Carer's Leave**

- (a) An employee is entitled to use their paid personal/carer's leave entitlement as paid carer's leave in accordance with the Standard.
- (b) An employee who is entitled to a period of unpaid carer's leave is entitled to take the unpaid carer's leave as:
 - (1) a single, unbroken period of up to 2 days; or
 - (2) any separate periods to which the employee and the employer agree.
- (c) **Carer's Leave - Notice:** To be entitled to carer's leave during a period, an employee must give the employer notice as soon as reasonably practicable (which may be at a time before or after the carer's leave has started) that the employee requires (or required) leave during the period to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires (or required) care or support because of:

- (1) a personal illness, or injury, of the member; or
- (2) an unexpected emergency affecting the member.

This requirement does not apply to an employee who could not comply with it because of circumstances beyond the employee's control.

(d) **Carer's Leave - Documentary Evidence:** If the employer requires an employee to give the employer documentary evidence in relation to a period of carer's leave taken (or to be taken) by the employee:

- (1) To be entitled to carer's leave during the period, the employee must give the employer as soon as reasonably practicable (which may be at a time before or after the carer's leave has started):
 - (A) if the care or support is required because of a personal illness, or injury, of the member - a medical certificate from a registered health practitioner or a statutory declaration made by the employee;
 - (B) if the care or support is required because of an unexpected emergency affecting the member - a statutory declaration made by the employee; and
- (2) The document must include a statement to the effect that:
 - (A) if the document is a medical certificate - in the registered health practitioner's opinion, the member had, has or will have a personal illness or injury during the period; or
 - (B) if the document is a statutory declaration - the employee requires (or required) leave during the period to provide care or support to the member because the member requires (or required) care or support during the period because of:
 - (1) a personal illness, or injury, of the member; or
 - (2) an unexpected emergency affecting the member.

This requirement does not apply to an employee who could not comply with it because of circumstances beyond the employee's control.

(ix) **Personal/Carer's Leave and Service**

- (a) A period of paid personal/carer's leave does not break an employee's continuity of service and paid personal/carer's leave counts as service for all purposes.
- (b) A period of unpaid personal/carer's leave does not break an employee's continuity of service, however a period of unpaid personal/carer's leave does not count as service.

19. Parental Leave

(i) The Standard

- (a) Employees are entitled to parental leave in accordance with the provisions of the Standard (refer to Division 6 of Part 7 of the *Workplace Relations Act 1996*).
- (b) Casual employees have no entitlement to parental leave unless they are eligible casual employees.
- (c) Parental leave comprises maternity leave, paternity leave and adoption leave. The following provisions shall also apply in addition to those set out in the AFPCS:

(ii) The Basic Entitlement

- (a) After 12 months continuous service parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child.
- (b) Parents may simultaneously take an unbroken period of one week of leave at the time of the birth of the child (or up to three weeks in the case of an adoption).
- (c) Return to work after parental leave:
 - (1) An employee returning to work after a period of parental leave is entitled to be employed in:
 - (i) the position held by the employee immediately before proceeding on that leave, or
 - (ii) if the employee worked part-time or on a less regular casual basis because of the pregnancy before proceeding on maternity leave—the position held immediately before commencing that part-time work or less regular casual work, or

- (iii) if the employee was transferred to a safe job before proceeding on maternity leave—the position held immediately before the transfer.
 - (2) If the position no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position as nearly as possible comparable in status and pay to that of the employee's former position.
 - (3) In this section, a reference to employment in a position includes, in the case of a casual employee, a reference to work for the employer on a regular and systematic basis.
- (e) Transfer to a safe job
 - (1) This section applies whenever the present work of a female employee is, because of her pregnancy or breastfeeding, a risk to the health or safety of the employee or of her unborn or new born child. The assessment of such a risk is to be made on the basis of a medical certificate supplied by the employee and of the obligations of the employer under the *Occupational Health and Safety Act 2000*.
 - (2) The employer is to temporarily adjust the employee's working conditions or hours of work to avoid exposure to that risk.
 - (3) If such an adjustment is not feasible or cannot reasonably be required to be made, the employer is to transfer the employee to other appropriate work that:
 - (i) will not expose her to that risk, and
 - (ii) is as nearly as possible comparable in status and pay to that of her present work.
 - (4) If such a transfer is not feasible or cannot reasonably be required to be made, the employer is to grant the employee maternity leave (or any available paid sick leave) for as long as is necessary to avoid exposure to that risk, as certified by a medical practitioner.
- (f) The employer must not fail to re-engage a regular casual employee because:
 - (1) the employee or employee's spouse is pregnant; or
 - (2) the employee is or has been immediately absent on parental leave.

The rights of the employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

(iii) Right to request

(a) An employee entitled to parental leave may request the employer to allow the employee:

- (1) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
- (2) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (3) 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.

(b) 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.

(c) Employee's request and the employer's decision to be in writing. The employee's request and the employer's decision made pursuant to subparagraph (2) of paragraph (a) of subclause (iii) Right to Request and subparagraph (3) of paragraph (a) of subclause (iii) Right to Request of this Clause must be recorded in writing.

(d) Request to return to work part-time

Where an employee wishes to make a request pursuant subparagraph (3) of paragraph (a) of subclause (iii) Right to Request of this Clause 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.

(iv) Communication during parental leave

(a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, 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 the effect the change will have on the status or responsibility level of the position employee held before commencing parental leave.
- (b) 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 to work on a part-time basis.
 - (c) 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 (a) of this subclause.

20. Annual Leave

20.1 The Standard

- (a) Employees are entitled to annual leave in accordance with the provisions of the Standard (refer to Division 4 of Part 7 of the *Workplace Relations Act 1996*).
- (b) Casual employees have no entitlement to annual leave.

20.2 Accrual of Annual Leave

- (a) An employee shall accrue an amount of paid annual leave, for each completed 4 week period of continuous service with the employer, of $\frac{1}{13}$ of the number of ordinary hours worked by the employee for the employer during that 4 week period.
- (b) Annual leave shall accrue on a pro-rata basis and be credited to the employee monthly.

20.3 Payment of Annual Leave

- (a) If an employee takes annual leave during a period, the annual leave shall be paid at the employee's ordinary pay immediately before the period begins.

- (b) If the employment of an employee who has not taken an amount of accrued annual leave ends at a particular time, the employee's untaken accrued annual leave shall be paid at the employee's ordinary pay at that time.
- (c) Annual leave loading, if any, shall be paid in accordance with clause 21 of this Agreement.

20.4 Taking of Annual Leave

- (a) An employee is entitled to take an amount of annual leave during a particular period if:
 - (1) at least that amount of annual leave is credited to the employee; and
 - (2) the employer has authorised the employee to take the annual leave during that period.
- (b) In the taking of leave, the employee shall make written application to the employer, giving timely notice of the desired period of such leave.
- (c) Annual leave shall be taken in an amount and at a time which is approved by the employer subject to the operational requirements of the workplace. The employer shall not unreasonably withhold or revoke such approval.
- (d) **Extensive accumulated annual leave:** An employee must take an amount of annual leave during a particular period if:
 - (1) the employee is directed to do so by the employer;
 - (2) at the time that the direction is given, the employee has annual leave credited to him or her of more than $\frac{1}{13}$ of the number of ordinary hours worked by the employee for the employer during the period of 104 weeks ending at the time that the direction is given; and
 - (3) the amount of annual leave that the employee is directed to take is less than, or equal to, $\frac{1}{4}$ of the amount of credited annual leave of the employee at the time that the direction is given.

20.5 Additional Annual Leave for Shift Work

An employee is entitled to accrue an additional amount of paid annual leave, for each completed 12 month period of continuous service with the employer, of $\frac{1}{52}$ of the

number of ordinary hours worked by the employee, for the employer, as a shift worker as defined by the Act during that 12 month period

21. Annual Leave Loading

- (i) Employees who become entitled to annual leave under clause 20 of this agreement shall receive an annual leave loading of 17½% of the appropriate ordinary rate of pay for the classification in which the employee was employed immediately before commencing annual leave. Such rate of pay shall include the following Agreement allowances, namely: leading hand allowance; qualification allowances; service allowance; but shall not include any penalty or overtime rates prescribed by this Agreement. Annual leave loading is only payable on four weeks of annual leave and not in the additional annual leave as set out in clause 20.5.
- (ii) 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 20 of this Agreement to such annual holiday, the loading then becomes payable, in respect of the period of such holiday and is to be calculated in accordance with the Agreement rate of wages applicable on such day.
- (iii) Before an employee is given and takes his/her annual holiday or where by agreement between the employer and employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay the employee the loading in accordance with subclause (i) of this clause.
- (iv) Where the employment of an employee is terminated by the employer for a cause other than misconduct and, at the time of termination, the employee has not been given and has not taken any annual holidays which have accrued on a pro-rata basis they shall be paid the loading provided for in subclause (i) of this clause for the period not taken.
- (v) Where an employee who is a shift worker as defined in clause 4, Definitions, of this Agreement, is given and takes an annual holiday they shall be paid the loading set out in subclause (i) of this clause, provided that if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading.

22. Long Service Leave

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

- (i) Every employee after ten years service with the same employer shall be entitled to two months long service leave on full pay; after fifteen years continuous service to an additional one months long service leave on full pay; and for each five years continuous service thereafter to an additional one and one half months long service leave on full pay.
- (ii) For the purpose of this clause
 - (a) Continuous service in the same private hospital prior to the coming into force of this Agreement shall be taken into account
 - (b) One month equals four and one third weeks
 - (c) Continuous service shall be deemed not to be broken by –
 - (1) any period on leave without pay not exceeding six months;
 - (2) the absence of any employee from the private hospital whilst a member of the Defence Forces of the Commonwealth in time of war.
- (iii) If an employee dies before entering upon long service leave or if, after having entered upon same, dies before its termination, the employee's partner or children or other dependant relatives or their legal representatives, shall be entitled to receive the monetary value of the leave not taken or not completed, as the case may be, and computed at the rate of salary which the employee had been receiving at the time of death

23. Compassionate Leave

- (i) Employees are entitled to compassionate leave in accordance with the provisions of the Standard (refer to Division 5 of Part 7 of the *Workplace Relations Act 1996*).
- (ii) Casual employees have no entitlement to paid compassionate leave. However casual employees are entitled to unpaid compassionate leave provided the casual employee would otherwise be entitled to such leave and complies with the provisions of this clause. The employer agrees not to fail to re-engage a casual employee because the employee accessed the entitlements provided for in this sub-clause. The rights of the employer to engage or not to engage a casual employee are otherwise not affected.
- (iii) Compassionate leave is paid leave taken by an employee:
 - (a) for the purposes of spending time with a person who:
 - (1) is a member of the employee's immediate family or a member of the employee's household; and

- (2) has a personal illness, or injury, that poses a serious threat to his or her life; or
- (b) after the death of a member of the employee's immediate family or a member of the employee's household.
- (iv) An employee is entitled to a period of 2 days of compassionate leave for each occasion when a member of the employee's immediate family or a member of the employee's household:
 - (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (b) sustains a personal injury that poses a serious threat to his or her life; or
 - (c) dies.
- (v) However, the employee is entitled to compassionate leave only if the employee gives the employer any evidence that the employer reasonably requires of the illness, injury or death.
- (vi) An employee who is entitled to a period of compassionate leave is entitled to take the compassionate leave as:
 - (a) a single, unbroken period of 2 days; or
 - (b) 2 separate periods of 1 day each; or
 - (c) any separate periods to which the employee and the employer agree.
- (viii) If an employee takes compassionate leave during a period, the compassionate leave shall be paid at the employee's ordinary pay immediately before the period begins.
- (viii) A period of compassionate leave does not break an employee's continuity of service and compassionate leave counts as service for all purposes.

24. Accommodation and Amenities

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

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

25. Uniforms and Protective Clothing

- (i) Sufficient suitable and serviceable uniforms or overalls shall be supplied, free of cost, to each employee required by the employer to wear them. An employee, to whom a new uniform or part of a uniform has been issued who, without good reason, fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment of a reasonable price for such replacement article.
- (ii) An employee on the termination of their employment shall return any uniform or part thereof supplied by the employer, which is still in use by the employee immediately prior to leaving.
- (iii) In lieu of supplying a uniform to an employee, the employer shall pay to such employee the amount per week as set out in Item 7 of Table 2-Other Rates and Allowances of Part B provided however, that if a uniform includes cardigan, stockings or special type shoes, these shall be supplied by the employer.
- (iv) If the uniform of an employee is not laundered at the expense of the employer, an allowance of the amount per week as set out in Item of Table 2 shall be paid to the employee, provided that the payment of such laundry allowance shall not be made to any employee on absences exceeding one week
- (v) The employee shall keep any uniform supplied to them in a reasonable and presentable condition.
- (vi) 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.
- (vi) Each employee who is required to work in potentially hazardous situations with, or near machinery, shall be supplied with appropriate protective clothing and equipment.

26. Relieving other Members of Staff

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

27. Payment and Particulars of Wages

- (i) Wages shall be paid either weekly or fortnightly provided that the pay period shall be deemed to be weekly.
- (ii) On each pay day the pay shall be made up to a day not more than three days prior to the date of payment.
- (iii) Employees shall have their wages paid by direct deposit or electronic transfer into one account with a bank or other financial institution in New South Wales as nominated by the employee, except where agreement as to payment by cheque or cash has been reached between the Union and the employer due to the isolation of the place of employment.
- (iv) Wages shall be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees by close of business on pay day. Where the wages are not available to the employee by such time, due to circumstances beyond the employer's control, the employer shall not be held accountable for such delay.
- (v) Notwithstanding the provisions of subclause (i), an employee who has been notice of termination of employment in accordance with clause 33, Termination of Employment, shall be paid all monies due to him/her prior to ceasing duty on the last day of employment. Where an employee is dismissed or his/her services are terminated without due notice, in accordance with the said clause 33, any monies due to the employee shall be paid as soon as possible after such dismissal or termination but, in any case, not more than three days thereafter.
- (vi) Where the services of an employee are terminated with due notice all monies owing shall be paid upon cessation of employment but, in the case of termination without due notice, within the next three working days.
- (vii) On pay day, each employee shall be provided with a pay slip which specifies the following particulars:
 - (a) Name and date of payment;
 - (b) Period for which the payment is made;

- (c) Gross amount of wages, including overtime and other earnings;
 - (d) Ordinary hourly rate;
 - (e) Amount paid as overtime or such information as will enable the amount paid as overtime to be calculated by the employee;
 - (f) Amount of other earnings and the purpose for which they are paid;
 - (g) Amount deducted for taxation purposes;
 - (h) Particulars of all other deductions;
 - (i) Net amount paid.
- (viii) Where an employer has overpaid an employee, the employer shall notify the employee of such overpayment and how such overpayment is made up, in writing, and may recover such amount, with the agreement of the employee as to the amount of the overpayment and the method of such recovery. This subclause authorises the use of deductions from wages for the purpose of such recovery. All such deductions from wages must be authorised in writing by the employee.

28. Service Allowance

- (i) All full-time employees employed at the date of this agreement being filed and who are in receipt of the service allowance as at the date of filing shall continue to receive the service allowance in addition to the rates prescribed in Table 1, Rates of Pay of Part B, a long service bonus of the amount set out in the following scale:

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

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

29. Inspection of Lockers

Lockers may only be opened for inspection in the presence of the employee, but in cases where the employee neglects or refuses to be present or in any circumstances where notice to the employee is impracticable such inspection may be carried out in the absence of the employee by an officer of the employer and a union representative where practicable, otherwise by any two authorised representatives of the employer appointed for that purpose.

30. Grievance Procedures

- (i) In the event of a dispute in relation to a matter arising under this agreement, 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.
- (ii) A party to the dispute may appoint another person, organisation or association, or workplace representative to accompany or represent them in relation to the dispute.
- (iii) If a dispute in relation to a matter arising under the agreement 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 Australian Industrial Relations Commission (the Commission) for resolution by conciliation and, where the matter in dispute remains unresolved, arbitration.
- (iv) If arbitration is necessary the Commission may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- (v) 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 their health or safety.
- (vi) Any dispute referred to the Commission under this clause should be dealt with by a member agreed by the parties at the time or, in default of agreement, a member nominated by either the head of the relevant panel or the President.

31. Anti-Discrimination

It is the intention of the parties bound by this Agreement to achieve the object in section 3(m) of the *Workplace Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, colour, sex, sexual preference, age, marital status, physical or mental disability, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

32. Labour Flexibility

- (i) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training. Such duties may include work which is incidental or peripheral to the employee's main tasks provided that such duties are not designed to promote deskilling.
- (ii) The employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- (iii) Any direction issued by the employer pursuant to subclause (i) and/or (ii) shall be consistent with the employer's responsibilities to provide a safe and healthy working environment for employees and the employer's duty of care to patients.

33. Termination of Employment

- (i) Except in the case of casual and probationary employees, either party may terminate employment at any time by giving the other party the required period of notice specified below. Instead of providing the specified notice the employer may choose to make payment in lieu of notice.
- (vii) Nothing in this agreement affects the employer's right to dismiss an employee without notice for serious misconduct and if so dismissed shall only be entitled to be paid for the time worked up to the time of dismissal and any entitlements accrued to such time.
- (iii) An employee on probation shall be entitled to one day's notice of termination.
- (iv) The notice of termination period by the employer shall be:

<i>Years of Service</i>	<i>Required Notice</i>
Not more than 1 year	At least 1 week
than 1 year but not more than 3 years	At least 2 weeks
than 3 years but not more than 5 years	At least 3 weeks
Over 5 Years	At least 4 weeks

- (v) The notice of termination period by the employee shall be two weeks notice in writing or such other period as agreed by the parties.
- (vi) An employee aged 45 years or over who has completed at least two years continuous service with the employer will receive one additional week's notice.
- (vii) Upon the termination of the services of an employee the employer shall furnish the employee with a written statement, surely signed by or on behalf of the employer, setting out the period of the employment and the capacity in which the employee was employed.

- (viii) Except for misconduct justifying summary dismissal, the services of an employee shall be terminated only by the notice requirements set out in subclauses (iv) and (v) of this clause.
- (ix) No employee shall, without the consent of the employer, resign without having given fourteen days notice of intention to do so or forfeiture of salary in lieu of notice.

34. Attendance at Meetings and Fire Drills

- (i) An employee who is required to be in attendance at occupational health and safety committee and/or board of management meetings as an employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive payment at the "ordinary rate" for the actual time spent in attendance at such meetings. In lieu of receiving payment, employees may, with the agreement of the employer, be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.
- (ii) An employee in attendance at compulsory fire safety practices (e.g. fire drill and evacuation procedures) in accordance with the requirements of the *Private Hospitals and Day Procedures Centres Act* 1988 and the regulations thereto, shall be paid for the time spent in attendance at their "ordinary rate" where such time is concurrent or continuous with their shift on that day. Where such time spent in attendance is not continuous with their rostered shift, then the provisions of clause 9, Overtime, shall apply.

35. Agreement Benefits to be Continuous

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

36. Australian Fair Pay and Conditions Standard ("AFPCS")

- (i) It is the intention of this Agreement that the AFPCS, as it may be varied from time to time, shall apply to the employees the subject of this Agreement. Any provisions of the AFPCS that are also referred to or set out in this Agreement are for the ease of the parties.
- (ii) Where the AFPCS provides, or is varied to provide, a condition or entitlement more favourable to the employee in a particular respect than that set out in this Agreement, the better entitlement will apply.
- (iii) The minimum guarantees provided by the AFPCS will override less favourable provisions in this Agreement.

37. Jury Service

- (i) An employee, except a casual employee, required to attend for Jury Service during ordinary working hours will be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wages the employee would have received in respect of the ordinary time that would have been worked had the employee not been on Jury Service.
- (ii) An employee must notify the employer as soon as possible of the date upon which he/she is required to attend for Jury Service. Further, the employee will give the employer proof of attendance, the duration of such attendance and the amount received in respect of such Jury Service.

38. Superannuation

- (i) The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties. Such contributions shall be remitted to the approved fund on a monthly basis. The minimum contribution rate is 9% at the commencement of this Agreement.
- (ii) The employee shall notify the employer of their choice of approved fund within 28 days of commencing employment. Should the employee fail to do so, the employee has the right to make contributions to the employer's default superannuation fund.
- (iii) In addition to the employer's statutory contributions to the Fund an employee may make additional contribution from their salary and on receiving written authorisation from the employee the employer must commence making contributions to the Fund in accordance with the *Superannuation Guarantee Charge Act 1992*.
- (iv) Superannuation fund payments will be made in accordance with trust fund deeds.

39. Salary Sacrifice to Superannuation

- (i) An employee can elect to sacrifice a portion of salary to superannuation. Such election must be made prior to the commencement of the period of service to which the earnings relate and be in accordance with relevant legislation.
- (ii) Salary sacrifice to superannuation means the option of making additional superannuation contributions by electing to sacrifice a portion of the gross earnings (pre tax dollars). This will give the effect of reducing the taxable income by the amount for salary sacrifice.
- (iii) Employers will not use any amount that is salary sacrificed by an employee to count towards the employer's obligation to pay contributions under the SG legislation.
- (iv) Contributions payable by the employer in relation to the SG legislation shall be calculated by reference to the salary which would have applied to the employee under this Agreement in the absence of any salary sacrifice.
- (v) Any additional superannuation contributions made in accordance with this clause shall be paid into the same superannuation fund that receives the employer's SG contributions.
- (vi) Any allowance, penalty rate, overtime payment for unused leave entitlements, other than any payments for leave taken whilst employed, shall be calculated by reference to the salary which would have applied to the employee in the absence of any salary sacrifice to superannuation. Payment for leave taken whilst employed will be at the post-salary sacrificed amount.

40. Introduction of Change and Redundancy

40.1 Introduction of Change

(a) Employer's Duty to Notify -

(i) Where an employer has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and or their workplace representatives.

(ii) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

(b) Employer's Duty to Discuss Change -

(i) The employer shall discuss with the employees affected and their workplace representatives, inter alia, the introduction of the changes referred to in subclause 40.1(a)(i) of this clause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or their workplace representatives in relation to the changes.

(ii) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in the said subclause 40.1(a)(i).

(iii) For the purpose of such discussion, the employer shall provide to the employees concerned and if requested by the employee any nominated employee representative which may be a union representative, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

40.2 Redundancy

(a) Discussions Before terminations

(i) Where the employer has made a decision that they no longer wish the job an employee has been doing to be done by anyone and pursuant to subparagraph (i) of paragraph (a) of subclause (i) of this clause, and that decisions may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and their workplace representatives.

(ii) The discussions shall take place as soon as practicable after the employer has made a definite decision which will invoke the provisions of subparagraph (1) of paragraph (a) of this clause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.

(iii) For the purpose of the discussion the employer shall, as soon as practicable, provide to the employees concerned and if requested by the employee, any nominated employee representative which may be a union representative, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

40.3 Termination of Employment

(a) Notice for Changes in Production, Programme, Organisation or Structure –

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, programme, organisation or structure in accordance with subparagraph (1) of paragraph (a) of subclause (i) Introduction of Change:

(i) In order to terminate the employment of a permanent employee the employer shall give to the employee the following notice:

Period of continuous service Period of notice

Less than 1 year 1 week

1 year and less than 3 years 2 weeks

3 years and less than 5 years 3 weeks

5 years and over 4 weeks

(ii) In addition to the notice above, permanent 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 above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(b) Notice for Technological Change –

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance subparagraph (1) of paragraph (a) of subclause

(i) Introduction of Change:

(i) In order to terminate the employment of an employee the employer shall give to the employee three months notice of termination.

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

(iii) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the Long Service Leave Act 1955, or any Act amending or replacing the Act and Clause 22, Annual Leave and Public Holidays.

(c) Time Off During the Notice Period -

(i) 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, to a maximum of five weeks, for the purpose of seeking other employment.

(ii) 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, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

(d) Employee Leaving During the Notice Period –

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstance the employee shall not be entitled to payment in lieu of notice.

(e) Statement of Employment –

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

(f) Notice to Centrelink –

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

(g) Centrelink Employment Separation Certificate –

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.

(h) Transfer to Lower Paid Duties –

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

40.4 Severance Pay

(a) Where the employment of a permanent employee is to be terminated, the employer shall pay the following severance pay in respect of a continuous period of service.

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

Years of Service	Entitlement
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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

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

Years of Service	Entitlement
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

(iii) "Week's pay" means the all-purpose rate of pay for the employee concerned at the date of termination. For the purposes of this clause, in addition to the ordinary rate of pay and over-agreement payments, all allowances, penalties or shift payment to which the nurse would be entitled shall form part of an employee's "week's pay". For the purpose of this subparagraph the following allowances in Clause 12 Special Allowances shall form part of the employee's "week's pay"; paragraph (a) and (b) of subclause (i); paragraphs 9a) and (c) of subclause (ii); and paragraph (a) of subclause (v).

(iv) A "week's pay" for a particular employee shall be determined according to the average week's pay received by the employee in the period immediately prior to their last date of employment equal to the number of weeks of severance pay to which the employee is entitled under subparagraphs (1) and (2) of paragraph (a) this subclause.

(v) The employer shall also pay the following amounts to any employee terminated pursuant to this clause:

A Pro rata long service leave; and

B Accrued annual leave.

(b) Incapacity to Pay

Subject to an application by the employer and further order of the Australian Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subparagraphs (1) and (2) of paragraph (a) of this subclause.

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

(c) Alternative Employment

Subject to an application by the employer and further order of the Australian Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (a) of this subclause if the employer obtains acceptable alternative employment for an employee.

41. No Disadvantage

No employee will suffer a disadvantage in rates of pay and conditions of employment arising from the implementation of this Collective Agreement.

42. Intentions

This Agreement is entered into on the understanding that it does not contravene any aspect of the *Workplace Relations Act 1996* and relevant Regulations. Where any term of this Agreement contravenes legislation, such terms shall not apply.

PART B – MONETARY RATES

Table 2 – Rates of Pay

ADMINISTRATIVE STAFF:	Current	Wage Rate at	Wage Rate at
Classification:	Wage Rate	DOF	01/07/09
Clerk- Age Scale:	\$/Week	\$/Week	\$/Week
Under 18 years of age	\$363.50	\$376.20	\$389.40
Clerk - Grade 1			
First year of service	\$580.80	\$601.10	\$622.10
Second year of service	\$596.50	\$617.40	\$639.00
Third year of service	\$610.80	\$632.20	\$654.30
Fourth year of service	\$622.50	\$644.30	\$666.90
Fifth year of service and thereafter	\$634.40	\$656.50	\$679.50
Clerk – Grade II			
First year of service	\$653.90	\$676.80	\$700.50
Second year of service and thereafter	\$671.60	\$695.10	\$719.40
Clerk – Grade III			
First year of service	\$689.60	\$713.70	\$738.70
Second year of service and thereafter	\$705.40	\$730.10	\$755.70
Clerk – Grade IV			
First year of service	\$720.50	\$745.70	\$771.80
Second year of service and thereafter	\$734.40	\$760.10	\$786.70
Clerk – Grade V			
First year of service	\$752.80	\$779.10	\$806.40
Second year of service and thereafter	\$767.50	\$794.40	\$822.20

MAINTENANCE STAFF:	Current Wage Rate \$/Week	Wage Rate at DOF \$/Week	Wage Rate at 01/07/09 \$/Week
Maintenance Supervisor (Non-Tradesman)			
In charge of staff	\$713.20	\$738.20	\$764.00
Otherwise	\$699.10	\$723.60	\$748.90
Maintenance Supervisor (Tradesman)			
In charge of staff	\$803.50	\$831.60	\$860.70
Otherwise	\$754.00	\$780.40	\$807.70
Handyperson	\$699.70	\$727.70	\$753.20
SUPPORT SERVICES STAFF:			
General Services Officer, Grade I –(includes Maid, Laundry Hand, Seamstress), Junior (under 18 years of age)	\$487.10	\$504.10	\$521.70
Adult (18 years of age and over)	\$587.60	\$608.20	\$629..50
General Services Officer, Grade II –			
(includes Kitchenhand, Ward Assistant, Wash House Employee, Industrial Washing Machine Operator, Porter/Cleaner, cleaner, General Useful)	\$600.70	\$621.70	\$643.50
General Services Officer, Grade III –			
(includes Handyperson, Storeperson, Assistant Cook).	\$610.60	\$632.00	\$654.10
General Services Officer, Grade IV –			
First year of service	\$623.90	\$645.70	\$668.30
Second year of service	\$633.20	\$655.40	\$678.30
Third year of service and thereafter	\$646.80	\$669.40	\$692.80
Cook –			
Grade A	\$639.70	\$662.10	\$685.30
Grade B	\$625.70	\$647.60	\$670.30

SUPPORT SERVICES STAFF:	Current Wage Rate \$/Week	Wage Rate at DOF \$/Week	Wage Rate at 01/07/09 \$/Week
Apprentice Cook			
First year	\$375.40	\$388.50	\$402.10
Second year	\$516.20	\$534.30	\$553.00
Third year	\$578.80	\$599.00	\$620.00
Chef –			
First year of service	\$660.80	\$683.90	\$707.80
Second year of service and thereafter	\$672.10	\$695.60	\$719.90
Catering Officer			
First year	\$710.30	\$735.20	\$760.90
Second year & T/A	\$720.00	\$745.20	\$771.30
Housekeeper –			
First year of service	\$623.10	\$644.90	\$667.50
Second year of service and thereafter	\$626.70	\$648.60	\$671.30
Physiotherapists, Occupational Therapists & Social Workers			
1 st year of scale	\$886.90	\$921.50	\$957.40
2 nd year of scale	\$916.60	\$952.30	\$989.40
3 rd year of scale	\$972.70	\$1,010.60	\$1,050.00
4 th year of scale	\$1048.40	\$1,089.30	\$1,131.80
5 th year of scale	\$1115.10	\$1,158.60	\$1,203.80
6 th year of scale	\$1181.80	\$1,227.90	\$1,275.80
7 th year of scale	\$1239.60	\$1,287.90	\$1,338.10
<p>Provided that the commencing rate of salary payable to an employee who has obtained an appropriate degree or an appropriate degree plus associated diploma requiring a minimum of four years full-time study shall be paid the rate prescribed for the second year of service.</p> <p>Provided that an employee who has obtained an appropriate degree requiring a minimum of three and one half years full-time study shall, after six months relevant full-time service, be paid the rate prescribed for the second year service.</p>			

	Current Wage Rate \$/Week	Wage Rate at DOF \$/Week	Wage Rate at 01/07/09 \$/Week
Grade 2	\$1279.50	\$1,329.40	\$1,381.20
Therapy Aide	\$711.40	\$739.10	\$767.90
Social Work	\$1239.60	\$1,287.90	\$1,338.10
Medical Records Administrator/Clinical Coder			
1 st year of scale	\$752.30	\$778.60	\$805.90
2 nd year of sale	\$765.20	\$792.00	\$819.70
3 rd year of scale	\$778.20	\$805.40	\$833.60
4 th year of scale	\$790.80	\$818.50	\$847.10
5 th year of scale	\$805.00	\$833.20	\$862. 40
Medical Records Administrator/Clinical Coder :			
6 th year of scale	\$822.00	\$850.80	\$880.60
7 th year of scale	\$838.60	\$868.00	\$898.40
8 th year of scale	\$875.80	\$906.50	\$938.20
MEDICAL OFFICERS			
Medical Officer- Registrar			
First year of service	\$1,405.50	\$1,460.30	\$1,517.30
Second year of service	\$1,522.60	\$1,582.00	\$1,643.70
Third year of service	\$1,643.10	\$1,707.20	\$1,773.80
Fourth year of service	\$1,758.80	\$1,827.40	\$1,898.70
Medical Officer- Senior Registrar	\$1,977.60	\$2,054.70	\$2,134.80

Table 2 – Other Rates and Allowances

Item No.	Brief Description	Current Rate	Amount from DOF	Amount from 1/7/09
1	Broken Shift allowance	\$7.69 per shift	\$8.00 per shift	\$8.20per shift
2	Meal allowances (overtime) – breakfast	\$11.00 per meal	\$11.40	\$11.80
	- lunch	\$14.00 per meal	\$14.50	\$15.00
	- dinner	\$21.00 per meal	\$21.70	\$22.50
3	On-Call allowance			
	- per 24 hours	\$18.00	\$18.60	\$19.30
	- On-Call allowance-Rostered days off	\$35.00-	\$36.20	\$37.50
4	Uniform allowance	\$2.10 per week	\$2.20per week	\$2.20 per week
5	Laundry Allowance	\$1.30 per week	\$1.30 per week	\$1.40 per week
6	Transport allowance - use of own vehicle (overtime hours)			
	- vehicles with engine capacity over 1600 cc	30.10cents p/km	\$31.10cents p/km	32.20cents p/km
	- vehicles with engine capacity 1600 cc and under	25.10cents p/km	26.00 cents p/km	26.90cents p/km