

ADENEY PRIVATE HOSPITAL

SUPPORT SERVICES GREENFIELDS AGREEMENT

2022

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## ENTERPRISE AGREEMENT

### 1. ARRANGEMENT

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2. NAME OF THE AGREEMENT

This Agreement shall be called the *Adeney Private Hospital Support Services Greenfields Agreement 2022 (the Agreement)*.

3. COVERAGE

(a) This Agreement shall cover:

- (i) Adeney Private Hospital Pty Ltd (ABN No: 35 648 472 191) (**the Employer**); and
- (ii) Support Services staff employed by the Employer in a hospital in Victoria and covered by the classification structure in Schedule 1 of this Agreement ('employee' or 'employees').

(b) This Agreement is made under section 172 of the Fair Work Act 2009. The Employer will take the necessary steps to seek approval of this Agreement under section 186 of the Act.

(c) The Employer will formally advise the Health Workers Union ('HWU') when the Agreement is made in order for the HWU to apply under section 183 of the Fair Work Act 2009 to be covered by the Agreement.

(d) It is the intention of this Agreement that the HWU will be covered by this Agreement.

4. DATE AND PERIOD OF OPERATION

This Agreement shall commence operation from the 7<sup>th</sup> day after the agreement is approved by the Fair Work Commission (FWC) and shall remain in force until 1 February 2026 and thereafter in accordance with the *Fair Work Act 2009*.

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

5. POSTING OF THE AGREEMENT

A copy of this Agreement shall be displayed in a conspicuous and convenient place at the workplace so as to be easily read by all employees.

6. RELATIONSHIP TO THE NATIONAL EMPLOYMENT STANDARDS

Entitlements in accordance with the National Employment Standards ("NES") are provided for under the *Fair Work Act 2009*. Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Act are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.



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## 7. DEFINITIONS

For the purposes of this Agreement:

- (a) FWC shall mean the Fair Work Commission.
- (b) Employee means a support services staff member employed by the Employer in a classification in Schedule 1 of this Agreement and at a hospital operating in Victoria.
- (c) Employer shall mean Adeney Private Hospital Pty Ltd;
- (d) the Act shall mean the *Fair Work Act 2009* (Cth), as amended.
- (e) NES means the National Employment Standards as contained in sections 59 to 131 of the Act.
- (f) immediate family of an employee means:
  - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
  - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
  - (iii) spouse includes a former spouse.
  - (iv) de facto partner of an employee:
    - (1) means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
    - (2) includes a former de facto partner of the employee.
  - (v) child includes a foster child or adopted child.
- (g) Experience means for the purpose of Appendix 1 - Wages, experience in accordance with the classifications specified at Schedule 1 within the last five years, excluding any leave provisions in this Agreement.

## 8. CONSULTATION REGARDING CHANGE

- (a) This term applies if the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on employees of the Employer or where the Employer proposes to introduce a change to the regular roster or ordinary hours of work of an employee/s.
- (b) The employer must consult the employees to whom the Agreement applies about:
  - (i) a major workplace change that is likely to have a significant effect on the employees; or
  - (ii) a change to their regular roster or ordinary hours of work.
- (c) The relevant employees may appoint a representative for the purposes of the

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procedures in this term.

- (d) If:
- (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (ii) the employee or employees advise the employer of the identity of the representative;
- the Employer must recognise the representative.
- (e) As soon as practicable after making its decision, the Employer must:
- (i) discuss with the relevant employees:
    - (1) the reasons for the proposed change and the introduction of the change; and
    - (2) the effect the change is likely to have on the employees; and
    - (3) measures the Employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - (ii) for the purposes of the discussion — provide, in writing, to the relevant employees and their appointed representatives:
    - (1) the reasons for the proposed change and measures to avert or mitigate the adverse effects of such changes on employees;
    - (2) all relevant information about the change including the nature of the change proposed; and
    - (3) information about the expected effects of the change on the employees; and
    - (4) any other matters likely to affect the employees.
  - (iii) Subject to (e)(i) and (ii), for a change to the employees' regular roster or ordinary hours of work, the Employer is required to:
    - (1) provide information to the employees about the change; and
    - (2) invite the employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
    - (3) consider any views given by the employees about the impact of the change.
- (f) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (g) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (h) If a term in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the

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requirements set out in subclauses (b), (c) and (e) are taken not to apply.

- (i) In this term, a major change is likely to have a significant effect on employees if it results in the termination of the employment of employees; or major change to the composition, operation or size of the Employer's workforce or to the skills required of employees; or the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or the alteration of hours of work; or the need to retrain employees; or the need to relocate employees to another workplace; or the restructuring of jobs.
- (j) In this term, 'relevant employees' means the employees who may be affected by the major change or change in hours.

## 9. DISPUTE RESOLUTION PROCEDURE

- (a) In the event of a dispute about a matter under this Agreement, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- (b) If a dispute about a matter arising under this Agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under sub-clause (a) have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- (c) The Fair Work Commission will attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation, and where the matter in dispute remains unresolved arbitration.
- (d) The Employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- (e) While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the Employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

## 10. WAGES

- (a) The rates of pay for Employees covered by this Agreement as increased by this Agreement are set out in Appendix 1.
- (b) The wage increases referred to in subclause (a) of this Clause shall be absorbed into any payment made to the Employee beyond the minimum rates contained within this Agreement.
- (c) Any further wage increase shall be at the discretion of the Employer, unless the rate of pay falls below the Modern Award rate, in such circumstances the rate of pay shall



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default to the minimum rate prescribed in accordance with the relevant Modern Award rate.

- (d) The loadings for casual employees shall be calculated and paid in accordance with Appendix 1 of the Agreement.

#### 11. PAYMENT OF WAGES

- (a) Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period.
- (b) Employees will be paid by electronic funds transfer into the bank or financial institution account nominated by the employee.
- (c) When notice of termination of employment has been given by an employee or an employee's services have been terminated by the employer, payment of all wages and other monies owing to an employee will be made to the employee no later than 7 days after the day on which the employee's employment terminates.
- (d) Where the payroll processing day falls on a public holiday, processing of the payment of wages may be delayed by no more than one working day. Where this will occur, the Employer will provide notice to employees of such delay at least two weeks in advance.

#### 12. SUPERANNUATION

- (a) The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- (b) "The Fund" for the purpose of this Agreement shall mean:
  - (i) Health Employees Superannuation Trust of Australia ('HESTA') established and governed by a trust deed, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto;
  - (ii) An employee's stapled fund; or
  - (iii) any other superannuation fund nominated by the employee and approved by the Employer.
- (c) Upon commencement of employment, the organisation shall provide each worker with membership form for their preferred fund and shall forward the completed membership forms for the worker's choice of fund within 28 days. In the event that the employee had not completed an application form within 28 days, the Organisation shall forward contributions and employee details to HESTA or to a fund as required by stapling laws.
- (d) In addition to the Organisation's statutory contributions to the Fund an employee may

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make additional contribution from their salary, and on receiving written authorisation from the employee the Organisation must commence making contributions to the Fund in accordance with the Superannuation Guarantee Charge Act 1992.

- (e) Superannuation fund payments will be made in accordance with trust fund deeds.
- (f) Where an Employee salary packages their wages in accordance with this Agreement, superannuation shall be paid on the pre-packaged wages.
- (g) The Employer will also make a superannuation contribution on the paid parental leave at subclauses 25(b), equivalent to that required by relevant legislation if such payments were deemed ordinary time earnings.

### 13. SALARY SACRIFICE PROCEDURE (SUPERANNUATION ONLY)

- (a) Permanent employees may be able to make voluntary pre-tax contributions or payments through a written salary sacrifice agreement between the employer and the employee. The employer will pay the salary sacrifice amount in accordance with the salary sacrifice agreement.
- (b) An employee may apply to have their ordinary time earnings reduced by an amount nominated by them as a salary sacrifice contribution for their benefit.
- (c) The total value of the reduced salary and the agreed value of the benefits provided will not be less than the amount that would otherwise be paid if the salary sacrifice arrangement was not in place.
- (d) The Employer recognises the need for employees to consider independent financial and taxation advice and recommend that employees consider such advice prior to entering into salary sacrifice arrangements.
- (e) In the event that the law governing superannuation and/or taxation make the objective of this clause ineffective, unattainable or illegal, the employer will advise the employee concerned. The salary sacrifice contribution arrangement will be terminated or amended to comply with such laws.
- (f) Unless otherwise agreed by the employer, an employee may revoke or vary their salary sacrifice contribution/payment by giving not less than one month's written notice, provided the terms of any other agreement relating to the salary sacrifice benefit are met.

### 14. HOURS OF WORK

- (a) The ordinary hours of work for a day worker are worked between 6.30 am and 6.00 pm, Monday to Friday.
- (b) The ordinary hours of work for a full-time employee are an average of 38 hours per week in a fortnight or 4 week period. The weekly ordinary hours shall be worked across not more than five days.
- (c) Not more than 10 ordinary hours of work (exclusive of meal breaks) are to be worked in any one day.



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- (d) With the exception of a meal interval and one additional break, if same is required by the Employer, the work of each shift shall be continuous.
  - (e) For the purposes of this Clause the working week shall commence at midnight on a Sunday.
  - (f) Unless there is a written agreement initiated by the employee to work in excess of six consecutive periods of duty, an employee required to work more than six consecutive periods of ordinary duty without 24 hours off duty shall be paid for the seventh and any further consecutive period of ordinary duty worked at the rate of treble time until he or she has been given 24 hours off duty.
  - (g) The Employer is committed to maximising its permanent workforce (full time and/or part time staff) whilst ensuring that staffing is in line with occupancy / activity levels. The Employer will ensure that current part time staff who have advised their supervisor/manager that they are available to work will be offered additional shifts in the first instance where practicable. Where a part time employee is not available additional shifts would then be offered to casual staff where applicable before being offered to agency staff.

15. FULL-TIME EMPLOYMENT

- (a) A full-time employee is one who is employed and who is ready, willing and available to work a full week of 38 hours at the times and during the hours as may be mutually agreed upon or in the absence of such agreement as prescribed by the Employer.
- (b) Save for periods of unpaid leave, such employee shall be paid the weekly wage appropriate to the employee's classification, irrespective of the number of hours worked not exceeding 38, or an average of 38 hours per week.

16. PART-TIME EMPLOYMENT

- (a) A part-time employee is one who is employed and who is ready, willing and available to work on a regular basis any number of hours up to but not exceeding an average 38 hours in any one week. Where the Employee is employed on a part-time basis he or she shall be paid the ordinary hourly rate prescribed for the classification in which they are employed.
- (b) The provisions of this Agreement in respect to annual leave, personal leave and holidays shall apply on a pro rata basis to part-time employees. Further, any period of long service leave to which a part-time employee may be entitled will accrue on a pro-rata basis according to the number of hours worked on average over the past twelve months.
- (c) The minimum daily engagement for a part-time employee shall be four hours.
- (d) Before commencing employment, the employer and employee will agree in writing on:
  - (i) the span of hours that the employee may be rostered within a fortnight. This span of hours shall include which shifts the employee may be rostered to work; and

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- (ii) the days of the week the employee may be rostered to work within a fortnight; and
  - (iii) the agreed minimum number of contracted hours to be worked per fortnight.
- (e) Notwithstanding the overtime provisions prescribed at Clause 23 of the Agreement, a part time employee may agree to work in excess of their rostered ordinary hours at the base rate of pay, provided that all time worked by a part-time employee which exceeds 8 hours or 10 hours if rostered, per day, or 76 hours per fortnight will be paid at the rate of time and a half for the first two hours and double time thereafter, except on Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half.
- (f) Where a part time employee is directed to work in excess of their rostered ordinary hours (and does not agree) they will be paid at the applicable overtime penalty rate for such additional time worked.
- (g) Where the employee is regularly working more than their specified contract hours they may request that their contracted hours are reviewed by their Manager. The Manager will formally respond to the request by the employee stating the reasons if the request is not agreed to. The Manager will not unreasonably reject the request. The Manager will also take into account that the hours worked in the following circumstances will not be incorporated to any adjustment made:
- (i) if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; or
  - (ii) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a patient; or
  - (iii) Any adjusted contracted hours resulting from a review by the employer should however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.
- (h) Any variation to the employee's specified contract hours will be recorded in writing.

## 17. CASUAL EMPLOYMENT

- (a) A casual employee is defined under section 15A the Fair Work Act. In summary this is where a person accepts an offer of employment on the basis that the employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the person. A casual employee can elect to accept or reject work that is offered during their engagement as a casual employee.
- (b) A casual employee shall be paid for all work done on week days an amount equal to one thirty-eighth of the weekly wage appropriate to the employee's classification per hour plus 25 per cent and for all work done on a Saturday or Sunday an amount equal to one thirty-eighth of the weekly wage appropriate to the employee's classification in Appendix 1 per hour plus 75 per cent. For work done on a public holiday a casual employee will be entitled to the rate appropriate to the employee's classification in Appendix 1 per hour plus 175%.



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- (c) A casual employee shall be entitled to receive the appropriate uniform and other allowances contained in this agreement.
  - (d) The provisions of Clauses: Termination of employment, Annual e and Personal/ Carers leave (excluding unpaid carers leave) shall not apply to a casual employee.
  - (e) The minimum daily engagement for a casual employee shall be three hours.
  - (f) The Employer is obliged to offer casual employees permanent work, or a casual employee may request permanent work, in accordance with the NES.

#### 18. ROSTER OF HOURS

- (a) A roster of at least fourteen days duration setting out employees' daily ordinary working hours, including commencing and finishing times, shall be posted at least fourteen days before it comes into operation in each work location and where it may be readily seen by employees.
- (b) Except as in emergency situations seven days' notice shall be given of a change in roster.
- (c) Where the Employer requires an employee, without seven days' notice and outside the expected circumstances prescribed in (b) above, to perform ordinary duty at other times than those previously rostered, the employee shall be paid in accordance with the hours worked, with the addition of change of roster allowance as set out at Appendix 1.
- (d) Provided that a part-time employee who agrees to work shift(s) in addition to those already rostered will not be entitled to the above specified allowance for the additional shift(s) worked.
- (e) An employee, by making a request in writing to the Employer, may have their roster fixed in lieu of (a) to (d).
- (f) Rosters shall be fixed by mutual agreement, subject to the provisions of this agreement.
- (g) An Employer may reject the request referred to in (e) at any time, by giving written notice to the employee. In such a case the roster for the employee shall be fixed according to the provisions of (a) to (d), from the commencement of the next full roster period being not less than five clear days after such rejection is received in writing by the employer.
- (h) The roster or rosters shall be drawn up so as to provide at least eight hours between successive ordinary shifts.
- (i) Notwithstanding any other provision of this agreement, this Clause shall not apply to casual employees.
- (j) In the event of any dispute arising as to whether a roster arrangement has been adopted in accordance with the meaning and intent of (e), (f) and (g) above, it shall be referred to the Fair Work Commission for resolution.

#### 19. MEAL BREAKS

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- (a) Except as provided in (d) hereof, an employee who works in excess of 5 hours will be entitled to a meal interval of not less than 30 minutes and not more than 60 minutes. Such meal interval shall not be counted as time worked. An employee who works not more than 6 hours may elect to forgo the meal break, with the consent of the employer
  - (b) Each employee on night duty who is not relieved from duty (and "on call") during the rostered meal interval shall be granted a meal interval of not less than twenty minutes to be commenced after completing three hours and not more than five hours of duty. Such time to be counted as time worked.
  - (c) The above arrangement may also be adopted in any case where there is mutual agreement between employer and employee.
  - (d) Rest intervals
    - (i) Employees shall be entitled to a ten minute rest interval in each four hours worked or part thereof being greater than one hour. Such rest break shall be at a time suitable to the employer and shall be counted as time worked.

## 20. SHIFT WORK

- (a) Morning / afternoon shift
  - (i) In addition to any other rates prescribed elsewhere in this agreement an employee whose rostered hours of ordinary duty finish between 6.00 p.m. and 8.00 a.m. or commence between 6.00 p.m. and before 6.30 a.m. shall be paid an amount as set out at Appendix 1.
- (b) Night shift
  - (i) Provided that in the case of an employee working on any rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00 a.m. they shall be paid for any such periods of duty an allowance as stipulated in Appendix 1 and provided further that in the case of an employee permanently working on any such rostered hours of ordinary duty shall be paid for any such period of duty an allowance as stipulated in Appendix 1. Permanently working shall mean working for any period in excess of four consecutive weeks.

## 21. CHANGE OF SHIFT ALLOWANCE

- (a) In the case of an employee who changes from working on one shift to working on another shift the time of commencement of which differs by four hours or more than from that of the first she/he shall be paid an amount as set out in Appendix 1 on the occasion of each such change. The change of shift allowance provided for under the Agreement is not payable to Employees in the following circumstances:
  - (i) Where an employer agrees to a request in writing made on behalf of one or more employees for changes in shifts. That request may be expressed to include specified periods representing work cycles up to three months in advance.

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- (ii) Where a part-time employee agrees to work shift(s) in addition to those worked regularly otherwise.
  - (iii) Where changes in shift occur within the performance of an agreed self rostering system, which means a system of rostering whereby employees undertake responsibility for the designation of shift arrangements, working days and days off, ensuring always that such system provides adequate and safe staffing levels.
  - (iv) Where there is an intervening period of more than 48 hours off duty, inclusive of all leave, weekend, accrued days off and public holidays.
  - (v) Where there is mutual agreement to the change in commencement times.

## 22. SATURDAY AND SUNDAY WORK

- (a) All rostered time of ordinary duty performed between midnight on Friday and midnight on Sunday shall be paid for at the rate of time and a half.
- (b) A casual employee who works on a Saturday or Sunday will be paid 175% of the minimum hourly rate in Appendix 1 applicable to their classification.

## 23. OVERTIME

- (a) The Employer may require any employee to work reasonable overtime at the appropriate overtime rate. When overtime work is necessary it shall wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive shifts.
- (b) Other than provided for in sub-clause (d), overtime penalty rates will be triggered in relation to authorised work that is performed in excess of the number of ordinary hours, up to a maximum of 10 hours in a day, 38 hours in a week, 76 hours in a fortnight or 152 hours per four week period.
- (c) Where overtime penalty rates are triggered, the below rates will apply:
  - (i) Monday to Friday: time and a half for the first two hours and double time thereafter,
  - (ii) Saturday and Sunday: double time; and
  - (iii) Public holiday: double time and a half.
- (d) A casual employee who works in excess of 10 hours in a day or 76 hours per fortnight shall be paid overtime at the following rates (inclusive of the casual loading):
  - (i) Monday to Saturday 187.5% of the base hourly rate for the first 2 hours and 250% of the base hourly rate after 2 hours;
  - (ii) Sunday – 250% of the base hourly rate; and
  - (iii) Public Holidays – 312.5% of the base hourly rate.
- (e) For the purposes of this Clause, in accruing or calculating payment of overtime, each



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period of overtime shall stand alone.

- (f) An employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer.
  - (i) Overtime taken as time off during ordinary hours shall be taken at the penalty time rate.
  - (ii) The Employer shall provide payment at the appropriate overtime rate as specified in (b)(i) where time off in lieu has not been taken within four weeks of accrual.
  - (iii) If time off in lieu of overtime that has been worked is not taken within the period of 6 months from its accrual or on termination of employment, the Employer must pay the employee for the overtime worked, in the next pay period at the overtime rate applicable to the overtime when worked.
- (g) Rest period after overtime
  - (i) An employee who works so much overtime between the termination of his or her last previous rostered ordinary hours of duty and the commencement of his or her next succeeding rostered period of duty that he or she would not have at least ten consecutive hours off duty between those times, shall be released after completion of such overtime worked until he or she has had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
  - (ii) If, on the instructions of the employer, such an employee resumes or continues work without having had such ten consecutive hours off duty the employee shall be paid at the rate of double time until he or she is released from duty for such rest period and the employee shall then be entitled to be absent until he or she has had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- (h) In the event of any employee finishing any period of overtime at a time when reasonable means of transport are not available for the employee to return to his or her place of residence the employer shall provide adequate transport free of cost to the employee.

#### 24. ON CALL/ RECALL

- (a) All employees required to be "on call" or who return to duty when off duty shall be paid, in addition to any other amount payable, a sum as set out in Appendix 1 per 12 hour period. On call for theatre staff and weekend on call shall be paid in accordance with the rates specified in Appendix 1 per 12 hour period.
  - (i) A reference to Theatre staff only refers to staff working in the direct theatre such as the operating room and angiography labs or theatre support staff and includes theatre technicians and instrument technicians / CSSD.
- (b) Any period of overtime involving a recall to duty during an off duty period and which is not continuous with the next succeeding rostered period of duty shall be paid at a minimum of three hours at the appropriate overtime rate. For the purposes of recall,

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the time spent travelling to and from the place of duty will count as time worked.

- (c) When recall work is necessary it should be so arranged that employees have at least ten consecutive hours off duty between successive shifts.
- (d) An employee, other than a casual, who works so much recall between the termination of their previous rostered ordinary hours and the commencement of the next succeeding rostered period of duty, that they would not have at least ten consecutive hours off duty between those times, shall subject to this subclause, be released after completion of such recall worked until they have had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- (e) If, on the instructions of the Employer, such an employee resumes or continues work without having had ten consecutive hours off duty they shall be paid at the rate of double time until they are released from duty for such rest period and they shall then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- (f) In the event of any employee finishing any period of overtime at a time when reasonable means of transport are not available for the employee to return to his or her place of residence the employer shall provide adequate transport free of cost to the employee.

## 25. PARENTAL LEAVE

- (a) Employees are entitled to parental leave in accordance with the provisions of the Act, as amended from time to time.
- (b) Permanent employees eligible for parental leave in accordance with subclause (a) shall be entitled to one of the following types of paid parental leave:
  - (i) 14 weeks paid maternity, adoption leave for any permanent Employee who will be the primary carer of the child to be taken at the time of the birth of the child or in the case of adoption leave, at the time of placement of the child with the Employee; or
  - (ii) two weeks paid partner leave (non-birth partner) for any permanent Employee whose spouse or de facto spouse will be the primary care giver of a child to be taken at the time of the birth of the child or in the case of adoption leave, placement of the child.

The payment provided in this Agreement shall not be reduced in terms of its monetary value by the Commonwealth Government's scheme of publicly funded paid parental leave (however titled or styled).

- (c) In addition, the employee may take all accrued annual leave prior to a return to work from maternity and adoption leave and paternity leave.
- (d) Right to request
  - (i) An employee entitled to parental leave pursuant to the provisions of clause 25 may request the employer to allow the employee:

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(1) to extend the 52 weeks of unpaid parental leave by a further continuous period of leave not exceeding 12 months;

(2) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

(ii) 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 of 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.

(iii) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under (i) and (ii) must be recorded in writing

(iv) Request to return to work part-time

Where an employee wishes to make a request under (d)(i)(2), 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.

(e) Personal/Carer's leave for pre-natal / pre-adoption appointments or parenting classes

If an employee is required to attend pre-natal / pre-adoption appointments or parenting classes and such appointments or classes are only available or can only be attended during the ordinary rostered shift of an employee, then on production of satisfactory attendance at such appointment or class, the employee may access his or her personal/carer's leave credit under this Agreement. The employee must give the employer prior notice of the employee's intention to take such leave.

## 26. ANNUAL LEAVE

(a) Employee's entitlement to leave

(i) Employees shall be entitled to 5 weeks annual leave in respect of any 12 months service.

(ii) Such annual leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.

(iii) When the system of working provides for the taking of accrued days off the maximum number of accrued days off shall be thirteen in any calendar year, provided that at least one of those accrued days will be taken in conjunction with a period of annual leave for which no additional payment is to be made.

(b) Employee taken to not be on paid annual leave at certain times

(i) If the period during which an employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the employee is based



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for work purposes, the employee is taken not to be on paid annual leave on that public holiday.

- (ii) Where other periods of leave occurs (other than unpaid parental leave), or a period of absence from employment for community service leave, the employee is taken not to be on paid annual leave for the period of that other leave or absence.

(c) Effect of termination on annual leave

- (i) An employee who leaves or is dismissed shall receive payment for any annual leave accrued but not taken and shall include leave loading.

(d) Provided that ordinary pay for the purposes of this Clause shall mean remuneration for the employee's weekly number of hours calculated at the base rate of pay and in addition shall include the higher of either:

- (i) the sum of the following that would have been paid during the period of leave:
  - (1) over agreement payments for ordinary hours of work;
  - (2) shift work premiums, according to roster or projected roster;
  - (3) Saturday and Sunday premiums, according to roster or projected roster; and
  - (4) in-charge allowances;or
- (ii) a loading equal to 17.5% of his or her wage pursuant to Appendix 1 for his or her normal weekly number of hours calculated at the base rate of pay.

(e) Shift workers and annual leave

For the purposes of accruing an additional week of annual leave as provided for by the NES for 'shiftworkers', the following definition shall apply:

A 'shiftworker' is defined as an employee who during the year in which his or her annual leave accrues is:

- (i) rostered to work for four hours or more on 10 or more weekends in that year; and / or
- (ii) regularly rostered to work Sundays and public holidays; and / or
- (iii) rostered on call for 10 or more weekends.

(f) Time of taking leave

- (i) Paid annual leave may be taken for a period agreed between an Employee and Employer.
- (ii) The Employer will not unreasonably refuse to agree to a request by an Employee to take paid annual leave.

(g) Excess leave

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- (i) An employee must take an amount of annual leave during a particular period if:
    - (1) the employee is directed to do so by his or her employer; and
    - (2) at the time that the direction is given, the employee has annual leave credited to him or her of more than 10 weeks ending at the time that the direction is given; and
    - (3) the amount of annual leave that the employee is directed to take would result in the employee having no less than 4 weeks remaining leave accrued.
  - (h) Except as provided in (c) and (i) hereof payment shall not be made by the Employer to an employee in lieu of annual leave to which the employee is entitled under this agreement.
  - (i) Pay in lieu of an amount of annual leave
    - (i) Upon receipt of a written request by an Employee, the Employer may, in writing, authorise the Employee to receive pay in lieu of an amount of annual leave.
    - (ii) Paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
    - (iii) Where an Employee forgoes an entitlement to take an amount of annual leave, the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.
    - (iv) Each cashing out of a particular amount of annual leave must be by a separate agreement in writing between the Employer and Employee.
  - (j) Annual shut down
    - (i) The Employer may shut down the hospital or part thereof during a peak public holiday period, for example during the period between Christmas and New Year.
    - (ii) Non-casual employees are required to take accrued annual leave during this period and to facilitate this, the Employer will provide not less than 2 months' notice of such shut down.
    - (iii) Where an Employee has an entitlement to accrued paid annual leave which is less than the period of the shut down, the Employee will be required to take their accrued paid annual leave during the shut down period and leave without pay for the remainder of the shut down period. The Employer will consider whether the employee is able to be redeployed to another area / available work.

## 27. PUBLIC HOLIDAYS



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- (a) An employee shall be entitled to holidays on the following days:
    - (i) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
    - (ii) The following days, as prescribed in the relevant States, Territories and localities: Australia Day, Anzac Day, the Friday before the AFL Grand Final, Queen's Birthday, or Labour day; and
    - (iii) Melbourne Cup day or in lieu of Melbourne Cup Day, some other day as determined in a particular locality; and
  - (b) Full time Monday to Friday employees and/or part-time employees engaged to work in wards/units or services (however styled) that operate only on a Monday to Friday basis
    - (i) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
    - (ii) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
    - (iii) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.
  - (c) All other employees, including casuals:
    - (i) Christmas Day shall be observed on 25 December.
    - (ii) Boxing Day shall be observed on 26 December.
    - (iii) New Year's Day shall be observed on 1 January.
    - (iv) When Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.
  - (d) Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in (a) and (b) above, those days shall constitute additional holidays for the purpose of this agreement.
  - (e) Substitution of public holidays by agreement at the enterprise
    - (i) The Employer and an employee may agree to substitute another day for any prescribed in this Clause.
    - (ii) An agreement pursuant to (e)(i) shall be recorded in writing and be available to every affected employee.
  - (f) Payment for time worked on a public holiday
    - (i) If, in accordance with the NES, an employee works on a public holiday he or she shall be paid double time and a half for the time worked.
  - (g) Public holiday – rostered day off – full time employee
    - (i) If a public holiday occurs on his or her rostered day off he or she shall be entitled to one and a half times the payment for his or her ordinary day.

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- (1) Provided that employees rostered to work on public holidays and who fail to do so shall not be entitled to holiday pay for the said holiday.
  - (ii) Notwithstanding the provisions of subclause 28(g), an Employee who is ordinarily not required to work on a Sunday or Saturday shall not be entitled to any benefit for any public holidays which may fall on or are observed on a Saturday or a Sunday unless they are required to work on any such public holiday.
  - (h) A full time employee who ordinarily works Monday to Friday only and who does not work on Easter Saturday, shall be entitled to one day's pay in respect of Easter Saturday Public holiday – rostered day off – part time employee
    - (i) A part-time employee who is not ordinarily required to work on the day of the week on which a public holiday is observed shall not be entitled to any benefit for such a public holiday, unless they are required to work on a public holiday.
    - (ii) In determining whether a part-time employee who works a rotating roster is entitled to receive Agreement benefits for a particular public holiday not worked, the Employer will determine this by reviewing the roster pattern of the individual over the preceding six months. If the rosters show that the employee has worked 50% or more on the days on which a particular public holiday falls, the employee shall be entitled to receive the benefit for that public holiday not worked based on the average hours worked on that day in the preceding six months.

## 28. PERSONAL / CARER'S LEAVE

The provisions of the NES apply in relation to personal / carer's leave, except to the extent that a more favourable provision is contained in this clause.

The provisions of this clause apply to full-time and part-time employees (on a pro rata basis) but do not apply to casual employees, excepting unpaid carer's leave.

### (a) Definitions

The term **immediate family** is as defined in Clause 8 – Definitions of this Agreement.

### (b) Access to Personal / Carer's leave

- (i) Paid personal leave is available to an employee, when they are absent:
  - (1) due to personal illness or injury; or
  - (2) for the purposes of providing care or support to a member of the employee's immediate family or household member who is ill or injured and requires the employee's care or support or who requires care or support due to an unexpected emergency.
- (c) The amount of personal leave to which a full-time employee is entitled depends on how long they have worked for the employer and accrues as follows:
  - (i) An employee is entitled to the following amount of paid personal leave:

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- (1) up to 7 hours and 36 minutes, for each month of service in the first year of service;
    - (2) up to 106 hours and 24 minutes, in each year in the second, third and fourth years of service;
    - (3) up to 159 hours and 36 minutes, in the fifth and following years of service.
  - (ii) In respect of part-time employees, the entitlement shall be on a pro rata basis of time worked.
- (d) Accrual of Personal / Carer's Leave
- (i) In accordance with the NES, such untaken leave accumulates from year to year.
- (e) Personal leave for personal injury or sickness
- (i) An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

In the event of an employee becoming unfit for duty due to personal injury or illness, such employee must provide evidence that would satisfy a reasonable person to the Employer.

Notwithstanding the above, an employee may be absent through personal injury or illness for one day without furnishing evidence of such illness/ injury on not more than three occasions in any one year of service.
  - (ii) An employee must notify the employer two hours before the time rostered to commence duty on the day of such absence, or if not practicable, then notice must be provided as soon as is reasonably practicable.
  - (iii) Provided that in respect of any period of absence from employment between engagement with one employer and another re-engagement with the same employer, continuity of employment shall be deemed to be unbroken provided such period of absence does not exceed five weeks in addition to the total period of annual leave, long service leave and or personal leave which the employee actually receives on termination or for which he or she is paid in lieu.
  - (iv) Employees who are absent on personal leave for personal injury or illness either side of a public holiday or on a public holiday not worked, shall be required to provide a medical certificate from a medical practitioner, or other evidence satisfactory to the employer, within ten working days after their return to work.
- (f) Carer's Leave
- (i) Employees shall be entitled to use, in accordance with this subclause, any paid personal leave entitlement where required to provide care or support to a member of their immediate family or household, who requires care or support because of a personal illness, or personal injury, affecting the member; or an unexpected emergency affecting the member.



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- (ii) Employees (including casuals) are also entitled to a period of up to two days unpaid carer's leave for each occasion. An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.
  - (iii) The Employer may require production of a medical certificate or other evidence that would satisfy a reasonable person establishing the need for the Employee to care for them during that time and the estimated length of absence.

## 29. COMPASSIONATE LEAVE

- (a) An employee is entitled to 2 days of compassionate leave for each occasion (a *permissible occasion*) when a member of the employee's immediate family, or a member of the employee's household:
  - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
  - (ii) sustains a personal injury that poses a serious threat to his or her life; or
  - (iii) dies.
- (b) The entitlement to compassionate leave also applies when:
  - (i) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
  - (ii) the employee, or the employee's spouse or de facto partner, has a miscarriage.
- (c) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
  - (i) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in subclause (a); or
  - (ii) after the death of the member of the employee's immediate family or household referred to in subclause (a) or the stillbirth of the child referred to in sub-clause (b)(i).
  - (iii) after the employee, or the employee's spouse or de facto partner, has the miscarriage referred to in clause (b)(ii) above.
- (d) An employee may take compassionate leave for a particular permissible occasion as a single continuous 2 day period; or 2 separate periods of 1 day each; or any separate periods to which the employee and the employer agree.
- (e) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- (f) If, in accordance with this clause, an employee, other than a casual employee, takes a period of compassionate leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

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For casual employees, compassionate leave is unpaid leave.

- (g) If required by the Employer, proof of such death or serious illness or injury as would satisfy a reasonable person shall be provided by the employee to the Employer.

### 30. LONG SERVICE LEAVE

(a) Entitlement

- (i) Employees shall be entitled to long service leave as hereinafter provided.
- (ii) An employee shall be entitled to long service leave with pay, in respect of continuous service with the Employer in accordance with the provisions of this clause.
- (iii) An employee shall have an entitlement to long service leave after seven years of continuous service with the Employer. The entitlement will be based on the rate of 1.733 weeks per year of continuous service.

(b) Service entitling to leave

- (i) Subject to this subclause service shall also include all periods during which an employee was serving in His Majesty's Forces or was made available by the employer for National Duty.
- (ii) Where a business is transferred from one employer (the **old employer**) to another employer (the **new employer**) an employee who worked with the old employer and who continues in the service of the new employer shall be entitled to count her/his service with the old employer as service with the new employer for the purposes of this clause.
- (iii) For the purposes of this Clause service shall be deemed to be continuous notwithstanding:
  - (1) the taking of any annual leave or long service leave;
  - (2) any absence from work of not more than fourteen days in any one year on account of illness or injury or if applicable such longer period as provided in the Personal Leave clause of this Agreement;
  - (3) any interruption or ending of the employment by the employer if the interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
  - (4) any absence on account of injury arising out of or in the course of the employment of the employee for a period during which payment is made under the Accident pay clause of this Agreement.
  - (5) any leave of absence of the employee where the absence is authorised in advance in writing by the employer to be counted as service;
  - (6) any interruption arising directly or indirectly from an industrial dispute;
  - (7) the dismissal of an employee, but only if the employee is re-employed within a period not exceeding two months after the dismissal;



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- (8) any absence from work of an employee from work for a period not exceeding twelve months or longer as agreed under the parental leave clause of this Agreement in respect of any pregnancy or adoption;
      - (9) any other absence of an employee by leave of the employer, or on account of injury arising out of or in the course of his or her employment not covered by (b)(ii)(4) of this subclause.
    - (iv) In calculating the period of continuous service of any employee, any interruption or absence of a kind mentioned in (b)(ii)(1) to (b)(ii)(5) shall be counted as part of the period of their service, but any interruption or absence of a kind mentioned in (b)(ii)(6) to (b)(ii)(9) shall not be counted as part of the period of service unless it is so authorised in writing by the employer.
    - (v) The employer shall keep or cause to be kept a long service record for each employee, containing particulars of service, leave taken and payments made.
  - (c) Payment in lieu of long service leave on the death of an employee

Where an employee who has completed at least seven years' service dies while still in the employment of the employer, the employer shall pay to such employee's personal representative a sum equal to the pay of such employee for 1/30th of the period of the employee's continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the employee.
  - (d) Payment for period of leave
    - (i) Payment to an employee in respect of long service leave shall be made in one of the following ways:
      - (1) in full in advance when the employee commences his or her leave; or
      - (2) at the same time as payment would have been made if the employee had remained on duty; in which case payment shall, if the employee in writing so requires, be made by cheque posted to a specified address; or
      - (3) in any other way agreed between the employer and the employee.
    - (ii) Where the employment of an employee is for any reason terminated before the employee takes any long service leave to which he or she is entitled or where any long service leave accrues to an employee pursuant to (a)(iii)(2) hereof the employee shall subject to the provisions of (d)(iii) be entitled to pay in respect of such leave as at the date of termination of employment.
    - (iii) Where any long service leave accrues to an employee pursuant (a)(i) hereof the employee shall be entitled to pay in respect of such leave as at the date of termination of employment.
    - (iv) Where an increase occurs in the base rate of pay during any period of long service leave taken by the employee, the employee shall be entitled to the wage increase as if they were not on leave.
  - (e) Taking of leave
    - (i) When an employee becomes entitled to long service leave such leave shall be

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granted by the Employer within six months from the date of the entitlement, but the taking of such leave may be postponed to such a date as is mutually agreed.

- (ii) Any long service leave shall be inclusive of any public holiday or accrued day off occurring during the period when leave is taken.
- (iii) An employee may access long service leave in two or three separate periods and the Employer may refuse to allow access to long service leave to cover short periods.

(f) Definitions

- (i) For the purposes of this Clause the following definitions apply:

- (1) "Pay" means remuneration for an employee's normal weekly hours of work calculated at the employee's base rate of pay provided in Appendix 1 hereof at the time the leave is taken or (if the employee dies before the completion of leave so taken) as at the time of his or her death; and shall include the amount of any increase to the employee's base rate of pay which occurred during the period of leave as from the date such increase operates.

- (2) "Month" shall mean a calendar month.

(g) Requests for alterations to payment and quantum of leave

- (i) At the request in writing of the employee, and then by agreement of the Employer, Long Service Leave entitlements may be taken as double the quantum of leave at half pay or half the quantum of leave at double pay.
- (ii) Where the employee is considering making such a request, the employer recommends that the employee seek independent financial advice as to the relevant taxation implications, if any, prior to making such a request.
- (iii) The Employer will provide to the employee in writing an indication of the payment and the tax payable as a result of the employee choosing either double the leave at half pay, or double the pay for half the leave option prior to the request by the employee being finalised.

31. ACCIDENT PAY

Any reference to the *Workplace Injury Rehabilitation and Compensation Act 2013* in this clause shall be deemed to include a reference to the *Accident Compensation Act 1985*.

(a) Definitions

The words hereunder shall bear the respective definitions set out herein.

- (i) Total Incapacity

- Total incapacity In the case of an employee who is or deemed to be totally incapacitated within the meaning of the *Workplace Injury Rehabilitation and Compensation Act 2013* (hereinafter referred to as the Act) and arising from an injury covered by this Clause means a weekly payment of an amount

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representing the difference between the total amount of compensation paid under the Act for the week in question and the total 38 hour weekly rate and weekly over Agreement payment for a day employee which would have been payable under this part for the employee's normal classification of work for the week in question if she/he had been performing her/his normal duties provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

(ii) Partial incapacity

In the case of an employee who is or deemed to be partially incapacitated within the meaning of the Act and arising from an injury covered by this Clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under the Act for the period in question together with the average weekly amount the employee is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the Accident Compensation Conciliation Service (as it is currently known) or as agreed between the parties) and the total 38 hour weekly rate and weekly over-agreement payment for a day employee which would have been payable under this part for the employee's normal classification of work for the week in question if he had been performing his normal duties provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

- (1) The total 38 hour weekly agreement rate and weekly over-agreement payment abovementioned shall be the same as that applying for a total incapacity provided that where an employee receives a weekly payment under this section and subsequently such payment is reduced pursuant to the Act such reduction will not increase the liability of the employer to increase the amount of accident pay in respect of that injury.
- (2) For the purposes of the calculation of the total 38 hour weekly agreement rate and weekly over-agreement payment in (a)(i) and (a)(ii) payments made to an employee arising from a production incentive earnings scheme (whether arising from a payment by results, task or bonus scheme or however titled) shall not be taken into account.

(iii) Payment for part of a week

Where an employee receives accident pay and such pay is payable for incapacity for part of the week the amount shall be direct pro rata.

- (iv) Injury shall be given the same meaning and application as applying under the Act, as amended from time to time and no injury shall result in the application of accident pay unless an entitlement exists under the Act.

(b) Qualification for payment

Always subject to the terms of this clause, an employee covered by this part shall upon receiving payment of compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the Act be paid accident pay by her/his employer who is liable to pay compensation under the Act, which said liability



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by the employer for accident pay may be discharged by another person on his behalf, provided that:

- (i) Accident pay shall only be payable to an employee whilst such employee remains in the employment of the employer by whom she/he was employed at the time of the incapacity and then only for such period as she/he receives a weekly payment under the Act. Provided that if an employee on partial incapacity cannot obtain suitable employment from hers/his employer but such alternative employment is available with another employer than the relevant amount of accident pay shall be payable.
    - (1) Provided further that in the case of the termination of employment by an employer of an employee who is incapacitated and who except for such termination would be entitled to accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where the termination is due to serious and/or wilful misconduct on the part of the employee.
    - (2) In order to qualify for the continuance of accident pay on termination an employee shall if required provide evidence to his/her employer of the continuing payment of weekly employees compensation payments.
- (c) Accident pay shall not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then subject to (d) and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first two weeks.
  - (i) Provided that as to industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration as provided in the Act such injuries or diseases shall not be subject to accident pay unless the employee has been employed with the employer at the time of the incapacity for a minimum period of one month.
- (d) Accident pay shall not apply in respect of any injury during the first five normal working days of incapacity.
  - (i) Provided however that in the case of an employee who contracts an infectious disease in the course of duty and is entitled to receive workers compensation therefore shall receive accident pay from the first day of the incapacity.
- (e) Maximum period of payment

The maximum period or aggregate of periods of accident pay to be made by an employer shall be a total of 39 weeks for any one injury as defined in (a)(iv)
- (f) Absences on other paid leave

An employee shall not be entitled to payment of accident pay in respect of any period of other paid leave of absence.
- (g) Notice of injury

An employee upon receiving an injury for which she/he claims to be entitled to receive accident pay shall give notice in writing of the said injury to her/his employer

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as soon as reasonably practicable after the occurrence thereof provided that such notice may be given by a representative of the employee.

(h) Medical examination

- (i) In order to receive entitlement to accident pay an employee shall conform to the requirements of the Act as to medical examination.
- (ii) Where in accordance with the Act a medical referee gives a certificate as to the condition of the employee and her/his fitness for work or specifies work for which the employee is fit and such work is made available by the employer and refused by the employee or the employee fails to commence the work, accident pay shall cease from the date of such refusal or failure to commence the work.

(i) Cessation of weekly payments

Where there is a cessation or redemption of weekly compensation payments under the Act the employer's liability to pay accident pay shall cease as from the date of such cessation or redemption.

(j) Civil damage claims

- (i) An employee receiving or who has received accident pay shall advise her/his employer of any action she/he may institute or any claim she/he may make for damages. Further the employee shall, if requested, provide an authority to the employer entitling the employer to a charge upon any money payable pursuant to any judgement or settlement on that injury.
- (ii) Where an employee obtains a judgement or settlement for damages in respect of an injury for which she/he has received accident pay the employer's liability to pay accident pay shall cease from the date of such judgement or settlement provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the employer the employee shall pay to her/his employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.
- (iii) Where an employee obtains a judgement or settlement for damages against a person other than the employer in respect of an injury for which she/he has received accident pay the employer's liability to pay accident pay shall cease from the date of such judgement or settlement provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the employer the employee shall pay to her/his employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

(k) Insurance against liability

Nothing in this part shall require an employer to insure against her/his liability for accident pay.

(l) Variations in compensation rates

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Any changes in compensation rates under the Act shall not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.

(m) Death of an employee

All rights to accident pay shall cease on the death of an employee.

32. HIGHER DUTIES

(a) An employee engaged in any duties carrying a higher rate than the classification in which they are ordinarily employed in any one day or shift shall be paid at the higher rate for:

- (i) the time so worked for two hours or less; or
- (ii) the full day or shift where the time so worked exceeds two hours.

(b) Mixed Duties

- (i) An employee may request or be requested to work additional vacant shifts/ hours that exist at the Hospital. It is agreed that those additional vacant shifts may consist of duties that could properly be performed by an employee of a lower classification consistent with the definitions and classifications of this Agreement. In those circumstances, the employee would be paid at the lower rate as prescribed by this Agreement. However, an employee will not be required to work additional vacant shifts / hours at a lower rate of pay.

(c) Dual Appointments

- (i) In addition to being employed at a particular part-time position at a particular classification, an employee may apply for and be appointed to another part-time position at a higher or lower classification provided that the duties required of the higher or lower grade classifications are consistent with the definitions and classifications contained in this Agreement and the combined hours worked in each of the appointments do not exceed full time hours of work.
- (d) Nothing contained in subclauses (b) or (c) shall be construed as allowing any particular shift to be worked at more than one classification and rate of pay.

33. JURY SERVICE

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



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34. PERFORMANCE AND CONDUCT MANAGEMENT

- (a) Where disciplinary action may be necessary, the Employer representative shall notify the Employee of the issues in writing and the Employee will be given an opportunity to respond to these issues. In the event that the Employee's response is unsatisfactory, a first warning in writing may be issued. This warning will be recorded on the Employee's personnel file.
- (b) If there are further performance or conduct issues, the Employee will again be notified in writing of the matter and a response requested from the Employee. If appropriate, a second warning in writing will be given to the Employee and recorded on the Employee's personnel file.
- (c) In the event that there are further performance or conduct issues, the Employee will again be notified in writing of the matter and a response requested. If appropriate, a final written warning will be issued to the Employee and recorded on the Employee's personnel file.
- (d) In the event of further performance or conduct issues, then the Employee may be terminated after the matters have been investigated and reasons sought from the Employee.
- (e) Notwithstanding the above process, for serious matters pertaining to conduct or performance the Employer may also issue a "final warning" in the first instance. A "final warning" shall be such that the Employee is notified that in the event that there are further performance or conduct issues the Employee may be terminated. Further, termination or summary dismissal of an Employee may still occur for acts of serious misconduct.
- (f) During all steps in the Disciplinary Procedure, the Employee has the right to representation of their choice, including the Health Services Union. The Employer may be represented by the representative of their choice. A reasonable opportunity is to be provide for a representative to represent an Employee, and therefore the procedure may be delayed due to the unavailability of the employee's chosen representative. However, in accordance with the principles of natural justice disciplinary matters are to be dealt with in a timely manner and the disciplinary process will not be unreasonably delayed on account of the unavailability of the employee's chosen representative.
- (g) Records relating to disciplinary procedures will be disregarded where a continuous period of 12 months elapses without further warning/s. Records relating to disciplinary procedures will be removed from the personnel file after a period of two (2) years where no further warning/s arise.
- (h) This clause 34 shall not apply until the Employee has completed at least 6 months continuous service with the Employer.

35. TERMINATION OF EMPLOYMENT

- (a) Notice of termination by the employer

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- (i) In order to terminate the employment of an employee the employer shall give to the employee the following notice.

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

- (ii) In addition to the notice in (a)(i) above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (iii) Payment in lieu of the notice prescribed in (a)(i) and/or (a)(ii) hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice, and part payment in lieu of notice.
- (iv) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
- (1) the employee's ordinary hours of work (even if not standard hours); and
  - (2) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
  - (3) any other amounts payable under the employee's contract of employment
- (v) The period of notice in this clause does not apply:
- (1) in the case of dismissal for serious misconduct;
  - (2) to employees engaged for a specific period of time or for a specific task or tasks;
  - (3) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
  - (4) to casual employees.
- (vi) Continuity of service shall be calculated in the manner prescribed by the FW Act.
- (b) Notice of termination by employee
- (i) The notice of termination required to be given by an employee shall be the

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same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned.

- (ii) If an employee fails to give the notice specified in (a)(i) the employer has the right to withhold wages due to the employee an amount that is no more than one week's wages for the employee. .

(c) Job search entitlement

Where the Employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

36. REDUNDANCY

- (a) Where the Employer has made a definite decision that it no longer requires the job that an Employee has been doing to be done by anyone, the employer shall consult with the affected Employees in accordance with clause 8, 'Consultation Regarding Change

Transfer to lower paid duties

- (b) Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former base rate of pay and the base rate of pay for the number of weeks of notice still owing.

Redundancy pay

- (c) In addition to the period of notice prescribed for termination, an employee whose employment is terminated for reasons set out in paragraph (a) shall be paid the following amount of severance pay in respect of a period of continuous service.

**Period of continuous service**

Less than 1 year  
1 year and less than 2 years  
2 years and less than 3 years  
3 years and less than 4 years  
4 years and less than 5 years  
5 years and less than 6 years  
6 years and less than 7 years  
7 years and less than 8 years  
8 years and less than 9 years  
9 years and over

**Redundancy pay**

Nil  
4 weeks' pay  
6 weeks' pay  
7 weeks' pay  
8 weeks' pay  
10 weeks' pay  
11 weeks' pay  
13 weeks' pay  
14 weeks' pay  
16 weeks' pay

Definitions

- (d) "Week's pay" means the ordinary rate of pay for the employee concerned.

Employee Leaving During Notice Period



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- (e) An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

#### Alternative Employment

- (f) Where the Employer offers the Employee acceptable alternative employment and the employee refuses such an offer, no severance payment is payable, subject to an order of FWC.

#### Time off Period of Notice

- (g) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (h) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (i) This entitlement applies instead of clause 35(c).

#### Employees with Less Than One Year's Continuous Service

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

#### Employees Exempted

- (k) This clause shall not apply where employment has been terminated because the conduct of an employee justifies instant dismissal or in the case of casual employees, or employees engaged for a specific period of time or for a specified task or tasks, or in accordance with any exemption provisions of the *Fair Work Act 2009*.

### 37. DAYLIGHT SAVING

If an employee works on a shift during which time changes because of the introduction of, or cessation to, daylight saving, that employee shall be paid for the actual hours worked at the base rate of pay (including any shift penalties or allowances ordinarily payable in respect of this shift).

No overtime is payable for the additional hour worked because of daylight saving.

### 38. ARMED FORCES AND EMERGENCY SERVICES PAID LEAVE

At the discretion of the Employer, which discretion will be exercised on the basis of operational requirements and what is reasonable in a particular circumstance, the Employer will facilitate an employee who is a member of a voluntary emergency relief organization such as the Australian Armed Defence Services, Country Fire Authority, Red

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Cross, St John Ambulance and the State Emergency Service to be able to access three days leave per year, paid at the employee's base rate of pay, to assist in a critical incident where a local emergency situation arises that requires the attendance of the employee.

39. JUNIOR RATES

A junior employee will be entitled to the rates of pay prescribed for the classification of work performed multiplied by the below percentage.

Year of experience	%
1 <sup>st</sup> year	70
2 <sup>nd</sup> year	80
3 <sup>rd</sup> year	90

Provided that the employee will be entitled to the full adult rate of pay at age 20.

40. APPRENTICES

(a) Apprentice Cook/ Gardener

1st year of experience	55%
2nd year of experience	65%
3rd year of experience	80%
4th year of experience	95%

The above percentages are applied to the Cook Grade 2 Year 1.

- (b) An adult apprentice is an apprentice who is 21 years of age or over at the commencement of their apprenticeship. The minimum rate for an adult apprentice will be at least 80% of the Cook Grade 2 Year 1.
- (c) A person employed by the Employer under this Agreement immediately prior to entering into a training agreement as an adult apprentice with the Employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least six months as a full-time employee or twelve months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship.
- (d) All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the Employer's library) for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer within six months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress. The Employer may instead pay fees / textbooks directly to the RTO.
- (e) An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and

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assessment specified in, or associated with, the training contract.

- (f) Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions.

#### 41. IN CHARGE ALLOWANCES

- (a) The following allowance shall be paid in the event of his or her being appointed to exercise control over other employees:

	%
In charge of 1-9 other employees	7
In charge of 10-29 other employees	10
In charge of 30 or more employees	15

- (b) Such percentage to be calculated upon the employees base rate payable under Appendix 1 and shall be additional to any other allowance to which the employee is entitled.
- (c) The provisions of this subclause shall not apply to the following classifications:
- (i) Chef, Grade D
  - (ii) Any employee whose classification denotes supervisory responsibilities, for example a Sterilisation Supervisor or Theatre Technician Supervisor or Support Services Supervisor.

#### 42. STUDY / EXAMINATION LEAVE

- (a) Employees who are non-theatre staff shall be entitled to receive study/examination leave as follows:
- (i) Full time employees shall be entitled to two days paid Study / Examination Leave per annum for the purpose of attending courses and/or undertaking or preparing for examinations in a relevant course of study conducted by a recognised institution.
  - (ii) Part time employees who work more than four shifts a fortnight shall be entitled to Study / Examination Leave in accordance with this clause on a pro rata basis.
  - (iii) Leave entitlements pursuant to this clause shall not accumulate from year to year.
  - (iv) Entitlement to Study / Examination Leave shall be granted for studies which are relevant to employment at the Employer. Where the Employer determines a special need exists for training of a particular kind it may gear the study leave of employees to that end pursuant to this clause.
  - (v) Entitlement to Study / Examination Leave shall be taken at a time that is



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mutually agreed between the Employer and the employee. The Employer shall not unreasonably withhold approval for such leave.

- (b) Employees who are direct theatre staff or theatre support staff which is defined as referring only to staff working in the direct theatre such as the operating room and angiography labs or theatre support staff and includes the employees employed as Theatre Technicians and Instrument Technicians/CSSD shall be entitled to receive Study / Examination leave as follows:
- (i) Full time employees shall be entitled to four hours paid Study / Examination Leave (pro rata for part-time employees) per week for twenty-six weeks per annum for approved post graduate study in any one year for the purposes of attending courses and/or undertaking or preparing for examinations in a relevant post graduate course of study.
  - (ii) Part time employees shall be entitled to Study / Examination Leave in accordance with this clause on a pro rata basis. Leave entitlements pursuant to this clause shall not accumulate from year to year.
  - (iii) Entitlement to Study / Examination Leave shall be granted for studies which are relevant to employment at the establishment.
  - (iv) Entitlement to Study / Examination Leave shall be taken at a time that is mutually agreed between the Employer and the employee. The Employer shall not unreasonably withhold approval for such leave.

#### 43. MEAL ALLOWANCES

(a) Meal allowances

- (i) An employee shall be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid meal money in addition to any overtime payment as follows:
  - (1) When required to work after the usual finishing hour of work beyond one hour (Monday to Friday inclusive) or in the case of shift workers when the overtime work on any shift exceeds one hour the allowance stipulated in Appendix 1. Provided that where such overtime work exceeds four hours a further meal allowance as stipulated in Appendix 1 shall be paid.
  - (2) When required to work more than five hours overtime on a Saturday or a Sunday or more than five hours by a shift worker on a rostered day off – the allowance stipulated in Appendix 1 and a further allowance stipulated in Appendix 1 when required to work more than nine hours on such day.

These foregoing provisions shall not apply when an employee could reasonably return home for a meal within the period allowed.

(b) Nauseous work allowance

The rates provided at Appendix 1 of this Agreement include payment for nauseous allowance. Therefore, no separate nauseous allowance is payable.

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#### 44. TRAVELLING, TRANSPORT AND FARES

- (a) When an employee is involved in travelling on duty, if the Employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.
- (b) Provided further that the employee shall not be entitled to reimbursement for those expenses which exceed the mode of transport, meals or the standard of accommodation agreed for the purpose with the employer.
- (c) Where an employer requires an employee to use their own motor vehicle in the performance of duties such an employee shall be paid a c/km allowance of 92 cents per kilometre.
- (d) Any employee who is recalled to the employer's premises for any purpose shall be provided with transport (i.e. taxi or hire car) for the outward and return journeys at the employee's request and the employee shall not be responsible for the payment of such transport.
- (e) Where an employee is required to travel during normal working hours on hospital business, he or she shall be provided with transport and the employee shall not be responsible for the payment of such transport.
- (f) Notwithstanding anything contained in this clause, where the Employer does not provide transport and an employee agrees to use his or her vehicle during normal working hours on hospital business, the employee shall be paid a c/km allowance of 92 cents per kilometre.
- (g) Any approved fares incurred by an employee in the performance of their duty shall be reimbursed by the Employer.

#### 45. CLOTHING, EQUIPMENT AND TOOLS

- (a) Employees required by the employer to wear uniforms shall be supplied with an adequate number of such uniforms, overalls, caps, or aprons appropriate to the occupation free of cost to employees.
  - (i) Uniforms, overalls, caps or aprons shall remain the property of the employer and be laundered and maintained by such employer free of cost to the employee.
    - (1) In lieu of the provision of such caps and uniforms as the employer may, by agreement with the employee, pay such employee a uniform allowance per day or part thereof on duty or per week whichever is the lesser amount as stipulated in Appendix 1. Where such employee's uniforms are not laundered by or at the expense of the employer, the employee shall be paid a laundry allowance per day or part thereof on duty or per week whichever is the lesser amount as stipulated in Appendix 1.
    - (2) The uniform allowance but not the laundry allowance shall be paid

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during all absences on leave, except absences on long service leave and absence on sick leave beyond 21 days. Where, prior to the taking of leave, an employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave shall be the average of the allowance paid during the four weeks immediately preceding the taking of leave.

- (ii) Where an employer requires an employee to wear rubber gloves or special clothing and/or where safety appliances are required for the work performed by an employee, the employer must reimburse the employee for the cost of purchasing such special clothing or safety equipment.
  - (iii) The provisions of this Clause do not apply where the special clothing or safety equipment is paid for by the employer.
- (b) A tool allowance as stated in Appendix 1 per week for the supply and maintenance of tools shall be paid to chefs and cooks who are not provided with all necessary tools by the Employer.

#### 46. FLEXIBILITY ARRANGEMENTS

- (a) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (i) the agreement deals with 1 or more of the following matters:
    - (1) arrangements about when work is performed;
    - (2) overtime rates;
    - (3) penalty rates;
    - (4) allowances;
    - (5) leave loading; and
  - (ii) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (i); and
  - (iii) The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- (b) The employer must ensure that the terms of the individual flexibility arrangement:
- (i) are about permitted matters under section 172 of the Act; and
  - (ii) are not unlawful terms under section 194 of the Act; and
  - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- (c) The Employer must ensure that the individual flexibility arrangement:
- (i) is in writing; and
  - (ii) includes the name of the Employer and employee; and



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- (iii) is signed by the Employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (iv) includes details of:
    - (1) the terms of the Agreement that will be varied by the arrangement; and
    - (2) how the arrangement will vary the effect of the terms; and
    - (3) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (v) states the day on which the arrangement commences.
- (d) The Employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The Employer or employee may terminate the individual flexibility arrangement:
- (i) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (ii) if the Employer and employee agree in writing – at any time.

#### 47. FLEXIBLE WORKING ARRANGEMENTS

The NES provides particular employees with an entitlement to request a flexible working arrangement. This could apply in relation to employees who have at least 12 month service with the Employer and the employee is seeking a change to their working arrangements because of the circumstances listed below.

- (a) the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (b) the employee is a carer (within the meaning of the Carer Recognition Act 2010 );
- (c) the employee has a disability;
- (d) the employee is 55 or older;
- (e) the employee is experiencing violence from a member of the employee's family;
- (f) the employee provides 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 the member is experiencing violence from the member's family.

In addition to the NES, if an employer does not agree to the employee's request, the employer must discuss the request with the employee to better understand the employee's circumstances and then the employer must provide any available counter-proposals to the employee in writing. Any agreed arrangement must be recorded in writing.

#### 48. REPRESENTATIVE LEAVE

- (a) Leave to attend trade union and union delegate courses/seminars shall be as

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follows:

- (i) To a maximum of 5 days per year (1 January to 31 December) for the totality of all applications of paid trade union, union delegate training leave, attendance at union conferences, meetings and courses provided that:
  - (1) The scope, content and level of the courses are directed to the enhancement of the operation of the settlement of dispute/dispute settlement procedure/s;
  - (2) That two weeks' notice is provided to the employer;
  - (3) The approval of leave must have regard to the operational requirements of the employer;
  - (4) This leave shall be paid at the base rate of pay.
- (b) Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.

#### 49. NOTICE BOARD

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

#### 50. FAMILY VIOLENCE LEAVE

- (a) This clause applies to all employees, including casuals.
- (b) Definitions
  - (i) In this clause:
    - (1) family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.
    - (2) family member means:
      - (A) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
      - (B) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
      - (C) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
    - (3) A reference to a spouse or de facto partner in the definition of family member in clause 50(b)(i) includes a former spouse or de facto partner.
- (c) Entitlement to leave
  - (i) An employee is entitled to 10 days' paid leave to deal with family and domestic violence, as follows:

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- (1) Part-time and full-time Employees are entitled to 10 days of paid leave based on their full rate of pay, as if they had worked during the period of leave;
  - (2) For casual Employees:
    - (A) the leave entitlement in sub-clause (c)(i) is paid based on hours the Employee was rostered to work in the period over which the leave was taken;
    - (B) Without limiting sub-clause (c)(i)(2)(A), a casual employee is taken to have been rostered to work hours in a period if the Employee has accepted an offer by the Employer of work for those hours;
    - (C) They may take a period of family and domestic violence leave in accordance with this clause that does not include hours for which the Employee is rostered to work, however such leave will be unpaid
  - (3) the leave is available in full at the start of each 12 month period of the employee's employment;
  - (4) the leave does not accumulate from year to year; and
  - (ii) A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the Employer. The Employer and the Employee may agree that the Employee may take additional unpaid leave to deal with family and domestic violence.
  - (d) Taking leave to deal with family and domestic violence
    - (i) An employee may take leave to deal with family and domestic violence if the employee:
      - (1) is experiencing family and domestic violence; and
      - (2) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.
    - (ii) The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.
  - (e) Service and continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service. Paid leave will count as service.
  - (f) Notice and evidence requirements
    - (i) Notice

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



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

(ii) Evidence

- (1) An employee who has given the Employer notice of the taking of leave under this clause must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 50(d).
- (2) Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

(g) Confidentiality

- (i) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 53(f), is treated confidentially, as far as it is reasonably practicable to do so.
- (ii) Nothing in clause 50 prevents the Employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.
- (iii) The Employer acknowledges that information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. The Employer and employee may consult about the handling of sensitive information.

(h) Compliance

An employee is not entitled to take leave under clause 50 unless the employee complies with clause 50.

## 51. TRANSITION TO RETIREMENT

- (a) Employees may advise the Employer in writing of their intention to retire within the next five years from the Employer and may participate in a transition to retirement arrangement. Subject to this Agreement, a transition to retirement arrangement is a permanent arrangement that is agreed between the Employee and the Employer.
- (b) Transition to retirement arrangements may be proposed. The Employer will provide details of the proposal for the Employee's consideration including any relevant information (including indicative changes to pay) about the implications of the proposal. The Employee will be given a reasonable opportunity to consider the proposal. Employees are encouraged to seek advice regarding the proposal.
- (c) Where a transition to retirement arrangement is agreed, it will be implemented through:
  - (i) a flexible working arrangement;

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- (ii) an individual flexibility agreement;
  - (iii) an agreement in writing between the parties; or
  - (iv) any combination of the above.
- (d) A transition to retirement arrangement may include but is not limited to:
- (i) alteration of working hours, eg. part-time employment, shift pattern;
  - (ii) a job share arrangement;
  - (iii) flexible use of Long Service Leave (LSL)
- (e) The Employer will consider, and not unreasonably withhold its approval of a request by an Employee to transition to retirement through:
- (i) using accrued LSL or annual leave for the purpose of reducing the number of days worked; or
  - (ii) Alternatively using their accrued annual leave for the purpose of reducing their working hours;
  - (iii) In both cases retaining their previous employment status

*Example:*

1. A full-time Employee may work 3 days per week and have 2 days of accrued long service leave per week, retaining their full-time status.
2. A part-time Employee employed for 24 hours per week may work 20 hours per week and take 4 hours of accrued annual leave per week, retaining their status as a part-time Employee employed for 24 hours per week.

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## SCHEDULE 1: EMPLOYMENT CLASSIFICATIONS

Where examples of duties are given, the duties are not exhaustive or prescriptive unless otherwise stated.

### **Clerical/Administrative Stream Definitions**

#### **Administration Officer Grade 1 (was WSG Level 6)**

Clerical work (including filing, collating and sorting) associated with the admission and discharge of clients/patients, scheduling of appointments, completion of pro-forma letters; updating statistics; answering telephones; visitor and patient's inquiries; production of receipts; cashiering; switchboard operation and the use of overhead paging systems; audio typing and stenography (non medical); calculation of time sheets and payments to staff. Typical positions would be Receptionist and Clerical roles

Requires a basic knowledge of medical terminology and/or a working knowledge of health insurance schemes. (admin/clerical), well developed communication, interpersonal and/or computer skills.

#### **Administration Officer Grade 2 (was WSG Level 7)**

An admin/clerical employee whose duties involve regular computer related duties of a multi-functional or batch processing nature. Is capable of prioritising work and exercising discretion within established policies, guidelines and procedures. Is responsible for work performed with a substantial level of accountability and able to work either individually or in a team.

#### **Administration Officer Grade 3 (was WSG Level 9)**

Able to perform Grade 2 duties as well as more complex computer related duties that are outside the normal operating parameters of a dedicated software system (e.g. accessing the operating system, configuring or installing programs) or required to perform more advanced, responsible or complex functions within a dedicated software system (e.g. basic system maintenance or administration, security back-ups etc.).

Requires knowledge of medical terminology and/or a working knowledge of health insurance schemes.

Capable of functioning with a high level of autonomy, and prioritising his or her own work within established policies, guidelines and procedures. Is responsible for work performed with a substantial level of accountability and responsibility. Possesses well developed administrative skills and problem solving abilities. Qualifications at Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

#### **Administration Officer Grade 4 (was WSG Level 10 or 11)**

Oversees a functional area in the Hospital: admissions; billers / debtors; receptionists; switch; medical records; accounts payable; IT site contact  
Exercises substantial responsibility and independent initiative and judgement  
Performs clerical duties and office administration which may require liaison with external parties and organisations  
Industry specific knowledge regarding contracts and legislation  
Responsible for own work  
Specialist knowledge/experience



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

Supervisory duties - set priorities and monitor workflow; resolve operational matters; counselling staff for performance; involved in recruitment; preparation and maintenance of rosters; Prepare work procedures and guidelines.

**Storeperson - Grade 1 (was WSG Level 2)**

Means a person who picks and packs orders to meet the medical stock requirements

**Storeperson - Grade 2 (was WSG Level 7)**

Means a person who, in addition to Grade 1 Storeperson duties, uses the computer for stock movement and replacement orders. Minimum 5 years experience in stores and able to work independently.

**Maintenance / Handyperson Grade 1 (was WSG Level 1)**

**Unqualified**

Means a person who does not hold a trade qualification and is employed to repair damaged or replacement requirements of the facility and conduct walkarounds to spot / check for maintenance / safety / security matters. Works under direct or routine supervision.

**Maintenance / Handyperson Grade 2 (was WSG Level 7)**

**May be qualified or unqualified**

Means a person who may hold a trade qualification or who has equivalent experience as recognised by the employer and is employed to repair damaged or replacement requirements of the facility and conduct walkarounds to spot / check for maintenance / safety / security matters. Able to prioritise work tasks for the day, provide progress reports and work with a substantial level of accountability and responsibility.

**Maintenance / Handyperson Grade 3 (was WSG Level 9)**

**Qualified**

Means a person who holds a relevant trade qualification and minimum relevant experience of 5 years or more who is employed to repair damaged or replacement requirements of the facility and conduct walkarounds to spot / check for maintenance / safety / security matters. Able to prioritise work tasks for the day, provide progress reports and work with a substantial level of accountability and responsibility.

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## **Food Services Stream Definitions**

### **Chef (was WSG Level 8)**

Means a person employed as such in a hospital who may be required by the employer to supervise staff, give any necessary instruction in all the branches of cooking, preparation of food service staff rosters, assist in the planning of meals, assist in the pricing of meals for departmental budgets, assist in the requisitioning and purchasing of all stores and to assist where necessary in the preparation and supervision of the plating of meals.

#### **Chef Grade D (was WSG Level 8)**

A chef employed in a hospital with less than 100 beds.

#### **Second Cook (was WSG Level 7)**

Means a person employed as such in a hospital who assists the Chef in the discharge of his or her duties and whenever necessary relieves the Chef during any absence.

#### **Second Cook Grade D (was WSG Level 7)**

A second cook employed in a hospital with less than 100 beds.

#### **Support Services Supervisor (was WSG Level 11)**

Supervision of the support services departments during the absence of the Support Services Director (ie after hours service). Duties include staff rostering/replacement of sick leave, catering and cleaning volumes for the weekend and for managing and escalating any equipment breakdown and failure to the Hospital Coordinator. This role will ensure all meals are delivered in a timely manner and the cleanliness of the hospital is maintained at all times.

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## Technician definitions

### Instrument Technician Grade 1

#### Experience

- Has less than three months experience (full-time equivalent) as an Instrument Technician, subsequently a Grade 1 must work under the direct supervision of a Grade 5, 6 or Instrument Technician Manager.

#### Qualification

- doesn't hold an Instrument Technician Qualification

#### Duties

- performs work of a general nature within a Central or Theatre Sterilising and Supply Department or Hospital Department or Unit to which they are rostered, including cleaning, packaging and sterilization of reusable critical and semi-critical medical devices and equipment

#### Progression

During their first three months experience (full-time equivalent), the Grade 1 will be assessed by the Grade 5 or Manager for their suitability for continued progression through the Instrument Technician classification structure. Where the Grade 1 is deemed suitable for continued progression, the Grade 1 will automatically progress to:

- Instrument Technician Grade 2 after completing three months experience (full-time equivalent) as an Instrument Technician.

### Instrument Technician Grade 2

Means an Instrument Technician who:

#### Experience

- Has been deemed suitable for continued Instrument Technician work
- Has greater than three months experience (fulltime equivalent) as an Instrument Technician

#### Qualification

- doesn't hold an Instrument Technician Qualification; or
- holds an Instrument Technician Qualification but has less than twelve (12) months post qualification experience (full-time equivalent) as an Instrument Technician

#### Duties

- performs work of a general nature under the guidance of a Grade 5 or above within a Central or Theatre Sterilising and Supply Department or Hospital Department or Unit to which they are rostered, including cleaning, packaging and sterilization of reusable critical and semi-critical medical devices and equipment.

#### Progression

A Grade 2 will automatically progress to Grade 3 where they:

- possess an Instrument Technician Qualification and
- have greater than twelve (12) months post qualification experience (full-time equivalent) as an Instrument Technician

### Instrument Technician Grade 3

Means an Instrument Technician who:

#### Experience

- has greater than twelve (12) months post qualification experience (full-time equivalent) as an Instrument Technician

#### Qualification

- holds an Instrument Technician Qualification

#### Duties

- within established guidelines and procedures, undertakes work of a more complex nature gaining experience rotating through all areas of the Central/Theatre



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Sterilising & Supply Department or Hospital Department or Unit to which they are rostered, under the immediate direction of a Grade 5 or above.

Progression

A Grade 3 will progress to Grade 4 where the Instrument Technician can establish they:

- hold a Certificate IV in Sterilisation Services (HLT47015) or equivalent qualification awarded by a registered training organisation, recognised by the Employer as such.
- have greater than three years' experience (fulltime equivalent) as an Instrument Technician and
- is able to work in all areas of the Central/Theatre Sterilising & Supply Department or Hospital Department or Unit to which they are rostered, with a high degree of autonomy and accountability.

A Grade 3 Instrument Technician will include an Instrument Technician who has successfully completed the CSSD Certificate Course conducted by Mayfield, including the Certificate II awarded prior to 1996 (or equivalent)

**Instrument Technician Grade 4**

Means an Instrument Technician who:

Experience

- has greater than three years' experience (full-time equivalent) as an Instrument Technician.

Qualification

- holds a Certificate IV in Sterilisation Services (HLT47015) or equivalent qualification awarded by a registered training organisation, recognised by the Employer as such.

Duties

- is able to work in all areas of the Central/Theatre Sterilising & Supply Department or Hospital Department or Unit to which they are rostered, with a high degree of autonomy and accountability.

Progression

A Grade 4 will progress to Grade 5 where the Instrument Technician can establish they:

- have greater than four (4) years' experience (fulltime equivalent) as an Instrument Technician and, undertakes additional given responsibilities determined locally, which may include, but not limited to supervision and training of Instrument Technicians, quality and governance, floor coordination or rostering

**Instrument Technician Grade 5**

Means an Instrument Technician who:

Experience

- have greater than four (4) years' experience (fulltime equivalent) as an Instrument and,
- Qualification
- holds a Certificate IV in Sterilisation Services (HLT47015) or equivalent qualification awarded by a registered training organisation, recognised by the Employer as such.

Duties

- is able to work in all areas of the Central/Theatre Sterilising & Supply Department or Hospital Department or Unit to which they are rostered, with a high degree of autonomy and accountability.
- undertakes additional given responsibilities determined locally, which may include, but not limited to supervision and training of Instrument Technicians, quality and governance, floor coordination or rostering
- will be required to perform Higher Duties where the Instrument Technician Manager is on leave

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### **Dual Qualified Technician (Sterilising & Operating Theatres)**

Means a Technician who:

#### Experience

- has greater than two years' experience (full-time equivalent) as either:
  - an Instrument Technician; and or
  - Theatre Technician
- capable of working in both the sterilising department and the theatre environment.

#### Qualification

- may hold both Theatre and Instrument Technician Qualifications. or;
- equivalent qualifications awarded by a registered training organisation, recognised by the Employer as such.

#### Duties

The below must both be required of the Technician.

#### Sterilising Duties

- able to work in all areas of the Central/Theatre Sterilising or Supply Department or Hospital Department or Unit with a high degree of autonomy and accountability;

#### Theatre Technician duties

- required by the Employer to perform Theatre Technician duties.

### **Sterilisation Supervisor**

Means a person who can perform the duties of a Grade 5 Instrument Technician and has equivalent qualifications. The Supervisor is responsible for the biological testing, loan co-ordination, maintenance and audit of the Sterilisation department of the facility. The person supervises the day to day operations of the department including budgeting, recruitment, rostering, performance reviews and management, and training.

The level is based on hospital size (total of theatres and procedural rooms)

Level 1: = < 6 theatres and procedural rooms

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## Theatre Technician Grade 1

Means a Theatre Technician who;

### Experience

- Has less than twelve (12) months experience (fulltime equivalent) working as a Theatre Technician; or
- May have more than twelve (12) months experience (full-time equivalent) working as a Theatre Technician without a Theatre Technician Qualification.
- Supervision
- A Grade 1 with less than three months experience (full-time equivalent) must work under the direct supervision of a Grade 4 or above.
- A Grade 1 with three or more months of experience (full-time equivalent) will work under the direct guidance of a Grade 4 or above.

### Qualification

- doesn't hold a Theatre Technician Qualification; or
- holds a Theatre Technician Qualification but has less than twelve (12) months experience (full-time equivalent) as a Theatre Technician

### Duties

- performs work of a general nature, including transport, set-up, clean and maintain theatre equipment

### Progression

During their first three months experience (full-time equivalent), the Grade 1 will be assessed against local capability framework criteria to determine their suitability for continued employment within the Theatre Technician classification structure.

The Grade 1 will progress to Theatre Technician in Training Grade 2 where they:

- meet the local capability framework; and
- has completed twelve months experience (full-time equivalent) as a Theatre Technician; and
- holds a Theatre Technician Qualification.

A Grade 1 will receive support set out in Clause 33 – Workforce Skills, Capability and Mobility to facilitate the completion of a Theatre Technician Qualification

## Theatre Technician Grade 2

Means a Theatre Technician who:

### Experience

- has greater than twelve (12) months experience (full-time equivalent) working as a Theatre Technician.

### Qualification

- holds a Theatre Technician Qualification

### Duties

- within established guidelines and procedures, undertakes work of a more complex nature gaining experience rotating through all surgical and clinical specialties offered in that hospital under indirect guidance of a Grade 4 or above.

### Progression

A Grade 2 will automatically progress to Grade 3 where they:

- hold a Certificate IV in Operating Theatre Technician Support (HLT47515); or
- An equivalent qualification awarded by a registered training organisation, recognised by the Employer as such; and
- have greater than twenty-four (24) months experience (full-time equivalent) as a Theatre Technician; and
- is able to work in all surgical and clinical specialties offered in that hospital's operating suite; and



- 
- operate with a high degree of autonomy and accountability.

### **Theatre Technician Grade 3**

Means a Theatre Technician who:

#### Experience

- has greater than twenty-four (24) months experience (full-time equivalent) working as a Theatre Technician.

#### Qualification

- hold a Certificate IV in Operating Theatre Technician Support (HLT47515); or,
- An equivalent qualification awarded by a registered training organisation, recognised by the Employer as such;

#### Duties

- is able to work in all surgical and clinical specialties offered in that hospital's operating suite.
- operate with a high degree of autonomy and accountability.
- is not required to supervise or train other Theatre Technicians.

#### Progression

A Grade 3 will progress to Theatre Technician Grade 4 where the Theatre Technician can establish they:

- are able to work in all surgical and/or clinical specialties offered in that hospital; and
- have greater than thirty-six (36) months experience (full-time equivalent) as a Theatre Technician; and
- undertakes additional given responsibilities determined locally. Examples of additional responsibilities may include but not limited to:
  - supervision and training of junior Theatre Technicians (where employed)
  - quality and governance
  - floor coordination
  - rostering.

### **Theatre Technician Grade 4**

Means a Theatre Technician who:

#### Experience

- has greater than thirty-six (36) months experience (full-time equivalent) as a Theatre Technician

#### Qualification

- hold a Certificate IV in Operating Theatre Technician Support (HLT47515); or,
- An equivalent qualification awarded by a registered training organisation, recognised by the Employer as such;

#### Duties

- has comprehensive knowledge and ability to work in all surgical and clinical specialties offered in that hospital; and
- operates with a high degree of autonomy and accountability.
- undertakes additional given responsibilities determined locally. Examples of additional responsibilities may include but not limited to:
  - supervision and training of junior Theatre Technicians (where employed)
  - quality and governance
  - floor coordination
  - rostering.
- may be required to perform Higher Duties where the Theatre Technician Manager is on leave.

#### Progression

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A Grade 4 will progress to Theatre Technician Grade 5 where the Theatre Technician can establish they:

- have greater than twelve (12) months experience (full-time equivalent) working as a Theatre Technician Grade 4
- undertakes additional given responsibilities determined locally. Examples of additional responsibilities may include but not limited to:
  - supervision and training of junior Theatre Technicians (where employed)
  - quality and governance
  - floor coordination
  - rostering.

### **Theatre Technician Grade 5**

Means a Theatre Technician who:

#### Experience

- has greater than twelve (12) months experience (full-time equivalent) working as a Theatre Technician Grade 4

#### Qualification

- hold a Certificate IV in Operating Theatre Technician Support (HLT47515); or,
- An equivalent qualification awarded by a registered training organisation, recognised by the Employer as such;

#### Duties

- has comprehensive knowledge and ability to work in all surgical and clinical specialties offered in that hospital; and
- operates with a high degree of autonomy and accountability; and
- undertakes additional given responsibilities determined locally, including, but not limited to supervision and training of junior Theatre Technicians (where employed), quality and governance, floor coordination and rostering; and
- will be required to perform Higher Duties where the Theatre Technician Manager is on leave.

**Theatre Technician Supervisor** Means a person who can perform the duties of a Grade 5 Theatre Technician and has equivalent qualifications. The Supervisor is responsible for the day to day operations of the department including budgeting, recruitment, rostering, performance reviews and management, and training.

The level is based on hospital size (total of theatres and procedural rooms)

Level 1: = < 6 theatres and procedural rooms

## **THEATRE TECHNICIAN SPECIALIST**

### **Criteria**

This classification is available to Grade 2 Theatre Technicians who possess a Certificate III in Health Service Assistance (Operating Theatre Work).

It provides recognition and career progression for Theatre Technicians who meet both the requirements of the above definition and eligibility, and the criteria for technical expertise within their scope of practice set by the unit in which they practice.

### **Eligibility**

A Theatre Technician who demonstrates advanced and specialist knowledge and skills; and

- 
- a) Has a minimum of 3 years full time equivalent post Certificate III qualification experience; and
  - b) Is rostered to work their total hours in the specified unit and be employed either full time or part time; 45 hours per fortnight and
  - c) Has completed a minimum period of twelve months full time or part time employment by the Employer.

### Hospital Services Assistant

- 8.1** A **Hospital Services Assistant (HSA)** is a multi-skilled Employee, the majority of whose work is ward based in an acute setting or community health centre. The work of HSAs involves the performance of duties across three or more functional areas of patient support services. HSAs are essentially ward based. HSAs will be encouraged to undertake training, which may include further training to enable them to obtain the certificate or equivalent for career development.
- 8.2** Notwithstanding subclause 8.1 above, HSAs are not precluded from undertaking non-ward functions and duties. Employees whose jobs involve casual or irregular ward based duties, or where their presence on a ward is a minor aspect of their role, are not performing HSA work.
- 8.3** The functional areas covered by HSAs are as follows:

Functions:	Duties:
<b>Cleaning and Housekeeping</b>	Ward areas (including toilets, showers, bathrooms, lockers, shelving and infectious rooms etc.) General/administrative areas (including office, cafeteria, stairs and lifts etc.) Terminal/discharge bed (re-)making (i.e. Carbolising) Equipment and instruments Damp and high dusting Vacuuming Mopping and buffing of floors Spot cleaning Rubbish removal Linen removal Steam cleaning Window/glass cleaning
<b>Food and Beverage</b>	Serving of meals to patients Food transportation to and from the Ward Basic food monitoring (e.g. Checking that food matches the order) Replenish refrigerator and pantry supplies Serving staff and doctor meals in lounge



	Assist in ordering Assist in preparation of meals Clean up of dishes/ pantry/ restocking/ kitchen environment Assist patients complete online meal ordering
<b>Transport and Couriering</b>	Transporting patients Transporting equipment Couriering x-rays, specimens and patient records Movement of deceased patients to the mortuary
<b>Ward Support</b>	Checking of oxygen cylinders Filling, distributing and collecting of water jugs and glasses Delivery and maintenance of flowers Replenish consumables to normal stock levels Restocking of ward trolleys or cubicles Message taking
<b>Patient Support</b>	Assist in the lifting and turning of patients (including into and out of wheel chairs and trolleys)

- 8.4** For the purposes of this definition, ward based work includes Employees providing patient support services in areas such as outpatient, x-ray, catheter laboratory, nuclear medicine, dialysis and other areas providing patient support services consistent with the functions and duties described in subclause 8.3 above.
- 8.5** The functions listed in subclause 8.3 above are intended to be comprehensive. The listed duties are intended to be indicative, not comprehensive.
- 8.6** In determining the number of functions to be completed by a HSA, it will not be necessary for a HSA to perform any particular number of duties identified as falling within each functional area.
- 8.7** In considering the duties that constitute a function, there must be the inclusion of sufficient duties relevant to the function such that the work in question is an integral and significant part of that function within the operations of the ward. While additional duties may be included, the inclusion of an additional duty or duties does not necessarily equate to an additional function, unless the extra duties constitute a regular part of a shift, or period of work.
- 8.8** Not all HSAs will be expected to perform all of the functions listed in subclause 8.3. HSAs at the Grade 2 level will perform four or more functions, and HSAs at the Grade 1 level will perform three functions.

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## **8.9 Hospital Services Assistant Grade 1**

A Hospital Services Assistant at Grade 1 level:

- (a) regularly performs duties from three functional areas;
- (b) is not required to hold a recognised HSA certificate;
- (c) is capable of prioritising work within outlined routines, methods and procedures in three functional areas;
- (d) is responsible for work performed with a limited level of accountability or discretion;
- (e) works under limited supervision, either individually or in a team;
- (f) possesses sound communication skills; and
- (g) requires specific on the job training and/or relevant skills training or experience.

## **8.10 Hospital Services Assistant Grade 2**

A Hospital Services Assistant at Grade 2 level:

- (a) regularly performs duties from four or more functional areas;
- (b) holds a Certificate 3 (or equivalent) from a TAFE College, or equivalent registered training organisation;
- (c) requires specific on the job training and/or relevant skills training or experience;
- (d) is capable of prioritising work within established policies, guidelines and procedures across four or more functional areas;
- (e) is responsible for work performed in accordance with established policies, procedures and approaches
- (f) works under limited supervision, either individually or in a team; and
- (g) possesses good communication, interpersonal and/or arithmetic skills.

## **Clinical Coders**

Clinical Coder means a person who has successfully completed/or is working towards a recognised Coders course.

### **Entry Level Coder (Grade 1)**

A Clinical Coder who:

- Has a pre requisite proficiency in medical terminology.
- Has successfully completed an approved coder training program prior to/during appointment as Trainee.
- Meets requirements for entry level competency in clinical coding as per the Health Information Management Association of Australia Limited (HIMAA).

### **Qualified Clinical Coder (Grade 2)**

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A Clinical Coder who:

- Has a minimum 3 years' experience.
- Meets the requirements for intermediate competency in clinical coding as per the Health Information Management Association of Australia Limited (HIMAA).
- Is responsible for assigning diagnosis and procedure codes according to the most recent version of the ICD-10-AM,ACHI, ACS and other relevant publications.
- Is responsible for other appropriate clinical coding associated tasks.

### **Senior Clinical Coder (Grade 3)**

A Clinical Coder who:

- Has an advanced level of clinical knowledge and ability to work autonomously across full range of clinical specialties.
- Meets the requirements for advanced competency in clinical coding as per the Health Information Management Association of Australia Limited (HIMAA).
- Is responsible for more complex medical records coding and has an understanding of associated tasks.
- Is competent in providing clinical coding education and mentoring.
- Is responsible for assigned audit duties.

The Employer is not obliged to employ to the Senior Clinical Coder classification, though a Clinical Coder who meets the Senior Clinical Coder (Grade 3) requirements and is required by the Employer to perform Senior Clinical Coder (Grade 3) duties will be classified at Senior Clinical Coder (Grade 3).



## APPENDIX 1 – WAGE RATE AND ALLOWANCE SCHEDULE

\* all rates apply from the first full pay period on or after the date specified.

	On commencement		1/07/2024		1/07/2025	
	FT Weekly	Hourly	FT Weekly	Hourly	FT Weekly	Hourly
			4.50%	4.50%	4%	4%
Administration Officer						
Grade 1						
Yr1	1,182.94	31.13	1,236.17	32.53	1,285.62	33.83
Yr2	1,188.23	31.27	1,241.70	32.68	1,291.37	33.98
Yr3	1,193.89	31.42	1,247.62	32.83	1,297.52	34.15
Yr4	1,200.19	31.58	1,254.20	33.01	1,304.37	34.33
Yr5	1,201.36	31.61	1,255.43	33.04	1,305.64	34.36
Grade 2						
Yr1	1,212.07	31.90	1,266.62	33.33	1,317.28	34.67
Yr2	1,217.35	32.04	1,272.13	33.48	1,323.01	34.82
Yr3	1,223.01	32.18	1,278.05	33.63	1,329.17	34.98
Yr4	1,229.31	32.35	1,284.63	33.81	1,336.01	35.16
Yr5	1,230.47	32.38	1,285.84	33.84	1,337.27	35.19
Grade 3						
Yr1	1,243.98	32.74	1,299.96	34.21	1,351.96	35.58
Yr2	1,249.27	32.88	1,305.48	34.35	1,357.70	35.73
Yr3	1,254.93	33.02	1,311.40	34.51	1,363.85	35.89
Yr4	1,261.22	33.19	1,317.98	34.68	1,370.70	36.07
Yr5	1,262.40	33.22	1,319.20	34.72	1,371.97	36.10
Grade 4						
Yr1	1,386.33	36.48	1,448.71	38.12	1,506.66	39.65
Yr2	1,391.62	36.62	1,454.25	38.27	1,512.42	39.80
Yr3	1,397.26	36.77	1,460.14	38.42	1,518.55	39.96
Yr4	1,403.58	36.94	1,466.74	38.60	1,525.41	40.14
Yr5	1,404.73	36.97	1,467.95	38.63	1,526.66	40.18

	On commencement		1/07/2024		1/07/2025	
	FT Weekly	Hourly	FT Weekly	Hourly	FT Weekly	Hourly
			4.50%	4.50%	4%	4%
Storeperson Grade 2						
Yr1	1,187.07	31.24	1,240.49	32.64	1,290.11	33.95
Yr2	1,192.35	31.38	1,246.00	32.79	1,295.84	34.10
Yr3	1,198.01	31.53	1,251.92	32.95	1,302.00	34.26
Yr4	1,204.31	31.69	1,258.50	33.12	1,308.84	34.44
Yr5	1,205.47	31.72	1,259.72	33.15	1,310.10	34.48
Maintenance / Handyman Grade 1						
Yr1	1,036.42	27.27	1,083.06	28.50	1,126.38	29.64

Yr2	1,041.70	27.41	1,088.58	28.65	1,132.12	29.79
Yr3	1,047.36	27.56	1,094.50	28.80	1,138.28	29.95
Yr4	1,053.67	27.73	1,101.09	28.98	1,145.13	30.13
Yr5	1,054.83	27.76	1,102.30	29.01	1,146.39	30.17
Maintenance / Handyman Grade 2						
Yr1	1,187.07	31.24	1,240.49	32.64	1,290.11	33.95
Yr2	1,192.35	31.38	1,246.00	32.79	1,295.84	34.10
Yr3	1,198.01	31.53	1,251.92	32.95	1,302.00	34.26
Yr4	1,204.31	31.69	1,258.50	33.12	1,308.84	34.44
Yr5	1,205.47	31.72	1,259.72	33.15	1,310.10	34.48
Maintenance / Handyman Grade 3						
Yr1	1,243.98	32.74	1,299.96	34.21	1,351.96	35.58
Yr2	1,249.27	32.88	1,305.48	34.35	1,357.70	35.73
Yr3	1,254.93	33.02	1,311.40	34.51	1,363.85	35.89
Yr4	1,261.22	33.19	1,317.98	34.68	1,370.70	36.07
Yr5	1,262.40	33.22	1,319.20	34.72	1,371.97	36.10
Food Services Supervisor						
Yr1	1,277.94	33.63	1,335.44	35.14	1,388.86	36.55
Yr2	1,283.23	33.77	1,340.98	35.29	1,394.62	36.70
Yr3	1,288.89	33.92	1,346.89	35.44	1,400.77	36.86
Yr4	1,295.19	34.08	1,353.47	35.62	1,407.61	37.04
Yr5	1,296.36	34.11	1,354.70	35.65	1,408.89	37.08
Chef						
Grade D						
Yr1	1,311.46	34.51	1,370.48	36.07	1,425.30	37.51
Yr2	1,316.77	34.65	1,376.03	36.21	1,431.07	37.66
Yr3	1,322.41	34.80	1,381.92	36.37	1,437.20	37.82
Yr4	1,328.71	34.97	1,388.50	36.54	1,444.04	38.00
Yr5	1,329.88	35.00	1,389.73	36.57	1,445.31	38.03
Second Cook						
Grade D						
Yr1	1,187.07	31.24	1,240.49	32.64	1,290.11	33.95
Yr2	1,192.35	31.38	1,246.00	32.79	1,295.84	34.10
Yr3	1,198.01	31.53	1,251.92	32.95	1,302.00	34.26
Yr4	1,204.31	31.69	1,258.50	33.12	1,308.84	34.44
Yr5	1,205.47	31.72	1,259.72	33.15	1,310.10	34.48

	On commencement		1/07/2024		1/07/2025	
	FT Weekly	Hourly	FT Weekly	Hourly	FT Weekly	Hourly
			4.50%	4.50%	4%	4%
Hospital Services						

Assistant Grade 1						
Yr1	1,075.70	28.31	1,124.10	29.58	1,169.07	30.76
Yr2	1,083.56	28.51	1,132.32	29.80	1,177.62	30.99
Yr3	1,091.21	28.72	1,140.31	30.01	1,185.92	31.21
Yr4	1,100.69	28.97	1,150.22	30.27	1,196.23	31.48
Yr5	1,102.20	29.01	1,151.80	30.31	1,197.87	31.52
Hospital Services Assistant Grade 2						
Yr1	1,147.56	30.20	1,199.20	31.56	1,247.17	32.82
Yr2	1,155.43	30.41	1,207.42	31.77	1,255.72	33.05
Yr3	1,163.07	30.61	1,215.41	31.98	1,264.02	33.26
Yr4	1,172.55	30.86	1,225.31	32.25	1,274.33	33.53
Yr5	1,174.06	30.90	1,226.89	32.29	1,275.97	33.58
TECHNICAL						
THEATRE TECHNICIANS						
Grade 1	1,129.60	29.73	1,180.44	31.06	1,227.65	32.31
Grade 2	1,262.81	33.23	1,319.64	34.73	1,372.42	36.12
Grade 3						
Yr1	1,253.50	32.99	1,309.91	34.47	1,362.30	35.85
Yr2	1,261.25	33.19	1,318.01	34.68	1,370.73	36.07
Yr3	1,268.78	33.39	1,325.88	34.89	1,378.91	36.29
Yr4	1,278.12	33.63	1,335.64	35.15	1,389.06	36.55
Yr5	1,279.61	33.67	1,337.19	35.19	1,390.68	36.60
Grade 4						
Yr1	1,345.80	35.42	1,406.36	37.01	1,462.62	38.49
Yr2	1,353.55	35.62	1,414.46	37.22	1,471.04	38.71
Yr3	1,361.08	35.82	1,422.33	37.43	1,479.22	38.93
Yr4	1,370.42	36.06	1,432.09	37.69	1,489.37	39.19
Yr5	1,371.91	36.10	1,433.65	37.73	1,490.99	39.24
TTS (Theatre Tech Specialist)						
Yr1	1,485.50	39.09	1,552.35	40.85	1,614.44	42.49
Yr2	1,493.25	39.30	1,560.45	41.06	1,622.86	42.71
Yr3	1,500.78	39.49	1,568.32	41.27	1,631.05	42.92
Yr4	1,510.12	39.74	1,578.08	41.53	1,641.20	43.19
Yr5	1,511.61	39.78	1,579.63	41.57	1,642.82	43.23
Theatre Technician Supervisor	1,650.00	43.42	1,724.25	45.38	1,793.22	47.19
TECHNICIAN (INSTRUMENT)						
Grade 1	1,132.02	29.79	1,182.96	31.13	1,230.28	32.38
Grade 2	1,138.71	29.97	1,189.95	31.31	1,237.55	32.57
Grade 3						
Yr1	1,267.79	33.36	1,324.84	34.86	1,377.83	36.26



Yr2	1,275.54	33.57	1,332.94	35.08	1,386.26	36.48
Yr3	1,283.07	33.77	1,340.81	35.28	1,394.44	36.70
Yr4	1,292.41	34.01	1,350.57	35.54	1,404.59	36.96
Yr5	1,293.90	34.05	1,352.13	35.58	1,406.21	37.01
Grade 4						
Yr1	1,357.05	35.71	1,418.12	37.32	1,474.84	38.81
Yr2	1,364.80	35.92	1,426.22	37.53	1,483.26	39.03
Yr3	1,372.33	36.11	1,434.08	37.74	1,491.45	39.25
Yr4	1,376.67	36.23	1,438.62	37.86	1,496.16	39.37
Yr5	1,378.16	36.27	1,440.18	37.90	1,497.78	39.42
Grade 5						
Yr1	1,477.39	38.88	1,543.87	40.63	1,605.63	42.25
Yr2	1,485.14	39.08	1,551.97	40.84	1,614.05	42.48
Yr3	1,492.67	39.28	1,559.84	41.05	1,622.23	42.69
Yr4	1,497.01	39.40	1,564.38	41.17	1,626.95	42.81
Yr5	1,498.50	39.43	1,565.93	41.21	1,628.57	42.86
Sterilisation Supervisor	1700.00	44.74	1776.50	46.75	1847.56	48.62
Dual qualified	1,600.00	42.11	1,672.00	44.00	1,738.88	45.76


	On commencement		1/07/2024		1/07/2025	
	FT Weekly	Hourly	FT Weekly	Hourly	FT Weekly	Hourly
<b>Medical Records</b>						
Entry Level Clinical Coder (Grade 1)			<b>4.50%</b>	<b>4.50%</b>	<b>4%</b>	<b>4%</b>
Year 1	1,301.94	34.26	1,360.53	35.80	1,414.95	37.24
Year 2	1,390.28	36.59	1,452.84	38.23	1,510.96	39.76
Year 3	1,465.84	38.57	1,531.81	40.31	1,593.08	41.92
Year 4	1,561.35	41.09	1,631.61	42.94	1,696.87	44.65
Year 5	1,633.37	42.98	1,706.87	44.92	1,775.14	46.71
Year 6	1,712.09	45.05	1,789.13	47.08	1,860.70	48.97
Year 7	1,757.27	46.24	1,836.35	48.32	1,909.80	50.26
Qualified Clinical Coder (Grade 2)						
Year 1	1,777.09	46.77	1,857.06	48.87	1,931.34	50.82
Year 2	1,844.01	48.53	1,926.99	50.71	2,004.07	52.74
Year 3	1,930.59	50.81	2,017.47	53.09	2,098.17	55.21
Year 4	2,037.29	53.61	2,128.97	56.03	2,214.12	58.27
Year 5	2,073.54	54.57	2,166.85	57.02	2,253.52	59.30
Senior Clinical Coder (Grade 3)						
Year 1	2,086.67	54.91	2,180.57	57.38	2,267.79	59.68
Year 2	2,132.47	56.12	2,228.43	58.64	2,317.57	60.99

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Allowance Table	On comm	1/07/2024	1/07/2025
		4.50%	4%
On call (cl 24) – 12 hrs	45.55	47.60	49.51
On call (cl 24) - 12 hrs Technicians			
M-F	45.55	47.60	49.51
Weekend / P Hol	69.12	72.23	75.12
Morning shift	25.34	26.49	27.54
Afternoon shift	25.34	26.49	27.54
Night Shift	64.10	66.98	69.66
Night Shift (Perm)	73.50	76.80	79.88
Change of shift (cl 21)	40.55	42.37	44.07
Change of Roster (cl 18c)	25.34	26.49	27.54
Meal allowance			
Beyond one hour OT	15.95	16.66	17.33
4 hours OT	12.78	13.35	13.89
Sat / Sun OT - 5 hrs	15.95	16.66	17.33
Sat / Sun OT - 9 hrs	12.78	13.35	13.89
Uniform			
Per day	2.15	2.25	2.34
Per week	10.89	11.38	11.84
Laundry			
Per day	0.53	0.55	0.57
Per week	2.57	2.68	2.79
Tool	17.63	18.42	19.16

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I am authorised to sign this Agreement on behalf of Adeney Private Hospital Pty Ltd

  
\_\_\_\_\_  
SIGNATURE

DEAN ALEX / CFO  
\_\_\_\_\_  
PRINT NAME AND AUTHORITY / TITLE

Address: 4 ADENEY AVE, KEW 3101.

Date: 6/7/23



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I am authorised to sign this Agreement as the nominated employee representative on behalf of the Health Services Union of Australia Victoria Number 1 Branch T/A Health Workers Union

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SIGNATURE

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PRINT NAME AND AUTHORITY / TITLE

Address:

Date: