

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

MARYVALE PRIVATE HOSPITAL

SUPPORT SERVICES

ENTERPRISE AGREEMENT

2019

ENTERPRISE AGREEMENT

1. ARRANGEMENT

The Agreement is arranged as follows:

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2. NAME OF THE AGREEMENT

This Agreement shall be known as Maryvale Private Hospital Support Services Enterprise Agreement 2019 (the 'Agreement').

3. COVERAGE

This Agreement shall cover:

- (a) The Maryvale Private Hospital (ABN No 44 007 374 629); and
- (b) Support services employees employed by The Maryvale Private Hospital as classified in Schedule 1 of the Agreement.

4. DATE AND PERIOD OF OPERATION

This Agreement shall commence operation from the 7th day after the Agreement is approved by the Fair Work Commission (FWC) and shall remain in force until 30 June 2023 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. DEFINITIONS

For the purposes of this Agreement:

- (a) FWC shall mean the Fair Work Commission.
- (b) Employee means a person employed by the Employer in a classification defined in Schedule 1 of this Agreement.
- (c) 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.
- (d) The Employer means The Maryvale Private Hospital (“the Hospital” or the ‘Employer’).
- (e) Experience means for the purpose of Appendix 1, experience at any such work as stipulated in Schedule 1 in any workplace within the last five years, excluding any leave provisions in this Agreement.
- (f) “Base rate” for the purposes of the calculation of relevant allowances shall be as Wage/ Skill Group 5 Year 1
- (g) “the Act” shall mean the *Fair Work Act 2009*, as amended.
- (h) NES means the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009 (Cth)*.
- (i) Service and Continuous Service are defined by section 22 of the *Fair Work Act*.
- (j) ordinary pay means the rate of pay payable to the employee for his or her ordinary hours of work, but does not include any loadings, penalties, allowances or overtime unless otherwise stated in this Agreement.

7. SCOPE OF THE AGREEMENT & RELATIONSHIP TO THE NATIONAL EMPLOYMENT STANDARDS

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

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.

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.

- (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, which may be a union representative from the Health Services Union (**HSU**), for the purposes of the procedures in this term.
- (d) If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- (e) As soon as practicable after making its decision, the employer must
- (i) discuss with the relevant employees:
 - (1) the introduction of the change; and
 - (2) the effect the change is likely to have on the employees; and
 - (3) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (ii) for the purposes of the discussion — provide, in writing, to the relevant employees:
 - (1) 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) to provide information to the employees about the change; and

- (2) to 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) to consider any views given by the employees about the impact of the change.
- (f) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (g) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (h) If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses (b), (c) and (e) are taken not to apply.
- (i) In this term, a major change is **likely to have a significant effect on employees** if it results in the termination of the employment of employees; or major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or the alteration of hours of work; or the need to retrain employees; or the need to relocate employees to another workplace; or the restructuring of jobs.
- (j) In this term, **relevant employees** means the employees who may be affected by the major change.

9. DISPUTE RESOLUTION PROCEDURE

- (a) In the event of a dispute in relation to a matter arising under this Agreement or the NES, including matters arising under s.65(5) and s.76(4) of the Act, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- (b) A party to the dispute may appoint another person, organisation or association, which may include a HSU representative, to accompany or represent them in relation to the dispute.

- (c) If a dispute in relation to a matter arising under the agreement or the NES is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the FWC for resolution by conciliation and, where the matter in dispute remains unresolved, arbitration.
- (d) It is a term of this Agreement that while the dispute resolution procedure is being conducted work shall continue according to the custom and practice before the grievance arose unless an employee has a reasonable concern about an imminent risk to his or her health or safety.
- (e) If arbitration is necessary the FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.

10. WAGES

- (a) Wages will be determined as follows:-

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
2%	2%	2%	2.5%	2.5%	2.5%	2%	1.5%

- (b) The wage increases in subclause (a) hereof shall be payable as follows:-

- (i) The amount shown in Column 1 shall be payable from the beginning of the first full pay period to commence on or after 1 July 2019.
- (ii) The amount shown in Column 2 shall be payable from the beginning of the first full pay period to commence on or after 1 January 2020.
- (iii) The amount shown in Column 3 shall be payable from the beginning of the first full pay period to commence on or after 1 July 2020.
- (iv) The amount shown in Column 4 shall be payable from the beginning of the first full pay period to commence on or after 1 January 2021.
- (v) The amount shown in Column 5 shall be payable from the beginning of the first full pay period to commence on or after 1 July 2021 .

- (vi) The amount shown in Column 6 shall be payable from the beginning of the first full pay period to commence on or after 1 January 2022.
 - (vii) The amount shown in Column 7 shall be payable from the beginning of the first full pay period to commence on or after 1 July 2022.
 - (viii) The amount shown in Column 8 shall be payable from the beginning of the first full pay period to commence on or after 1 January 2023.
- (c) 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.
 - (d) Any further wage increase shall be at the discretion of the Employer, unless the rate of pay falls below the Modern Award rate, in such circumstances the rate of pay shall default to the minimum rate prescribed in accordance with the relevant Modern Award rate.
 - (e) Rates of pay as increased by this Agreement are set out in Appendix 1.

11. PAYMENT OF WAGES

- (a) Wages must be paid fortnightly, unless otherwise mutually agreed between the Employer and the majority of employees 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.

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 Fund 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) or any other complying fund at the request of the employee and agreement of the Employer.

(c) Upon commencement of employment, the Employer 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 Employer shall forward contributions and employee details to HESTA ("Default fund"). The Default fund offers a MySuper product.

(d) In addition to the Employer's statutory contributions to the Fund an employee may make additional contribution from their salary, and on receiving written authorisation from the employee the Employer must commence making contributions to the Fund in accordance with the Superannuation Guarantee Charge Act 1992.

(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.

13. HOURS

(a) The hours for an ordinary week's work shall be 38, or be an average of 38 per week in a fortnight, or in a four week period in the case of an employee working ten hour shifts and shall be worked either:

- (i) in five days in shifts of not more than eight hours each; or
- (ii) in a fortnight of 76 hours in 10 shifts of not more than eight hours each; or
- (iii) in 152 hours per four week period to be worked as nineteen shifts each of eight hours; or
- (iv) in four days in shifts of not more than ten hours each; or

- (v) in fortnight of 76 hours in eight shifts of not more than ten hours each

provided that the length of any ordinary shift shall not exceed ten hours.

- (b) With the exception of a meal break and one additional rest interval, the work of each shift shall be continuous.
- (c) For the purposes of this Clause the working week shall commence at midnight on a Sunday.

14. DAYLIGHT SAVINGS

- (a) 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 ordinary pay (with any shift penalties or allowances ordinarily payable in respect of this shift).
- (b) No overtime is payable for the additional hour worked because of daylight saving.

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 or an average 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) Such employee shall be paid the fortnightly salary appropriate to the employee's classification.

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 appropriate 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.
- (c) The minimum daily engagement for a part-time employee shall be three 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
 - (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 22 of the Agreement, a part time employee may agree to work in excess of their rostered ordinary hours at ordinary pay, provided that all time worked by a part-time employee which exceeds 10 hours if rostered, per day, or 76 hours in a 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) No part-time employee shall be directed to work in excess of their rostered ordinary hours at ordinary pay.
- (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; and
 - (ii) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a patient.
 - (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) 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 where practicable.

All staff will be offered shifts prior shifts to being offered to agency staff.

17. CASUAL EMPLOYMENT

- (a) A casual employee is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by an employer in accordance with the employer's requirements, without the requirement of prior notice by either party.
- (b) The minimum period of engagement of a casual employee is three hours.
- (c) A casual employee shall be paid for all work done on weekdays an amount equal to one thirty-eighth of the weekly wage appropriate to the employee's classification per hour plus 25 per cent. This casual loading is in lieu of Annual Leave and paid Personal Leave. Such leave provisions and the provision regarding Termination of Employment shall not apply in the case of a casual employee.
- (d) For all work done on Saturdays and Sundays, an amount equal to one thirty-eighth of the weekly wage appropriate to the employee's classification per hour plus 75 per cent.
- (e) Casual employees require to work on a public holiday will be paid double time and a half for all time worked.
- (f) The following provisions in this agreement - Termination of employment, Annual leave, paid Personal leave and Compassionate leave shall not apply to a casual employee.
- (g) Casual Conversion
 - (i) A casual employee who has been rostered on a regular and systematic basis over a period of 6 months has the right to request conversions to permanent employment:
 - (1) on a full time contract where the employee has worked on a full time basis throughout the period of casual employment;
or
 - (2) on a permanent part time contract where the employee has worked on a permanent part time basis throughout the period of casual employment. Such contract would be on the basis of the same number of hours as previously worked, unless other arrangements are agreed between the employer and the employee.
 - (ii) The employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request.
 - (iii) Casual conversions will not apply where a casual covered absences of permanent staff who are expected to return to work or

where there is a temporary increase to workload in a particular work area.

18. ROSTER OF HOURS

- (a) A roster of at least fourteen days duration setting out employees' daily ordinary working hours, 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 an employer requires an employee, without seven days' notice and outside the expected circumstances prescribed in (b) above, to perform ordinary duty at times other than those previously rostered, the employee shall be paid in accordance with the hours worked, with the addition of a daily allowance as set out in 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) Rosters may be fixed by mutual agreement, subject to operational requirements of the hospital and the provisions of this agreement.
- (f) The roster or rosters shall be drawn up so as to provide at least eight hours between successive ordinary shifts.
- (g) Notwithstanding any other provision of this Agreement, this Clause shall not apply to casual employees.
- (h) 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 FWC for resolution.

19. SHIFT WORK

Morning/Afternoon Shift

- (a) 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 6.30 a.m. shall be paid an amount as set out in Appendix 1, per rostered period of duty.

Night Shift

- (b) 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 amount as set in Appendix 1.

20. 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.

21. MEAL BREAKS

- (a) Except as provided in (d) hereof, a meal interval of not less than 30 minutes and not more than 60 minutes shall be allowed for each employee who works in excess of 5 hours. Such meal interval shall not be counted as time worked.
- (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) Where an employee is unable to take their meal break due to not being relieved of their responsibility for that period of a meal break, the mealtime is to be paid at the employee’s ordinary pay in accordance with this Agreement.
- (d) An employee who works not more than six hours may elect to forgo the meal break, with the consent of the Employer.
- (e) Rest intervals

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.

22. OVERTIME

- (a) The Employer may require any employee, including a casual employee, to work reasonable overtime at the appropriate rate. When overtime work is necessary it shall, be so arranged that employees have at least ten consecutive hours off duty between the work of successive shifts.

(b) Only authorised overtime shall be paid for and the following rates of overtime shall apply:

(i) In excess of the number of ordinary hours of 10 hours in a day, 76 hours in a fortnight or 152 hours per four week period:

(A) time and a half for the first two hours and double time thereafter (Monday-Saturday).

(B) double time (Sunday).

(c) 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 time hours shall be taken at the penalty time rate.

(ii) An employer shall provide payment at the appropriate overtime rate as specified in (b)(i) to (b)(ii) where time off in lieu has not been taken within six months of accrual.

(iii) If the employee requests at any time, to be paid for overtime instead of taking off time in lieu, the Employer must pay the employee for the overtime in the next pay period following the request at the overtime rate applicable to the overtime when worked.

(iv) For the purposes of this Clause, in accruing or calculating payment of overtime, each period of overtime shall stand alone.

(v) If, on the termination of the employee's employment, time off in lieu of overtime worked has not been taken, the Employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

(d) Rest period after overtime

(i) An employee other than a casual 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.

- (e) 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.

23. 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, an amount provided for in the allowance table at Appendix 1 per 12 hours or part thereof.
- (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.
- (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.

24. PARENTAL LEAVE

- (a) Employees are entitled to parental leave in accordance with the provisions of the *Fair Work Act 2009*, as amended from time to time.
- (b) Permanent employees eligible for parental leave in accordance with subclause (a) shall be entitled to the following paid parental leave as follows:
 - (i) Primary Carer Leave: a primary carer is entitled to thirteen weeks' paid parental leave upon the birth or adoption of a child;
 - (ii) Secondary Carer Leave: a secondary carer will be entitled to one week of paid leave upon the birth or adoption of a child.
- (c) 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).
- (d) A second or subsequent period of paid Primary Carer Leave, as per subclause (b)(i), shall only be payable where such employee has:
 - (i) returned to work after their prior period of parental leave; and
 - (ii) has subsequently undertaken a further period of 6 months continuous service as at the date they propose to proceed on the second or subsequent period of parental leave.
- (e) The employee may take all accrued annual leave prior to a return to work from maternity and adoption leave and paternity leave
- (f) Right to request
 - (i) An employee entitled to parental leave pursuant to the provisions of clause 24 may request the Employer to allow the employee:
 - (1) to extend the 52 weeks of unpaid parental leave by a further continuous period of leave not exceeding 12 months;
 - (2) to return from a period of parental leave on a 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 (f)(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.

25. ANNUAL LEAVE

(a) Employee's entitlement to leave

- (i) Employees shall be entitled to 4 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.

(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 for work purposes, the employee is taken not to be on paid annual leave on that public holiday.
- (ii) Where other periods of leave occur (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 before completing a full qualifying twelve-month period shall, in lieu of annual leave, receive a pro rata payment based on the amount payable for the leave prescribed herein for a full twelve months continuous service, and the period actually served, and shall include leave loading.

- (ii) The leave loading payable on termination shall be 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 ordinary pay.

(d) Payment for leave

Employees shall receive their ordinary pay during all periods of annual leave. Employees may request that before going on leave, such leave be paid in advance, otherwise the leave will be paid in the normal pay fortnights for the period of such leave. Provided that ordinary pay for the purposes of this Clause 25(d) shall, in addition to ordinary pay, include:

- (i) either
 - (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 the Employee's wage pursuant to Appendix 1 for his or her normal weekly number of hours calculated at the ordinary pay

whichever is the higher.

(e) Seven day shift workers

For the purposes of the additional weeks' annual leave provided by the NES for shiftworkers, the following shall apply:

- (i) A shift worker who during the year in which his or her annual leave accrues is rostered to work for four hours or more on 10 or more weekends in that year; and/or
- (ii) A shift worker who is regularly rostered to work Sundays and public holidays

shall be entitled to one week's (seven consecutive days) annual leave in addition to the leave prescribed in clause 25(a).

(f) Time of taking leave

- (i) Paid annual leave may be taken for a period agreed between the employee and employer. The employer will not

unreasonably refuse to agree to a request by the employee to take paid annual leave.

(ii) Where an employee has accrued more than 10 weeks' paid annual leave (or 12 weeks' paid annual leave for shiftworkers (as defined at clause 25(e)) such employee has an excessive leave accrual (**Excess Leave**).

(1) In the circumstances of Excess Leave, the Employer may direct the employee to take a period of annual leave (Direction) by giving not less than 8 weeks and not more than 12 months' notice to the employee (Notice), subject to the following:

(A) the Employee will first be given a reasonable opportunity to submit a plan to reduce their total annual leave accrued balance to not more than six weeks within a period of six months (leave reduction plan);

(B) the Employer will not unreasonably refuse to agree to an Employee's annual leave reduction plan which includes saving leave for an extended vacation within 12 months of the date of agreement to the leave reduction plan. The agreement is to be in writing and signed by both the Employer and Employee.

(C) the Direction cannot result in the Employee being directed to reduce the accrued leave to less than six weeks.

(g) Pay in lieu of an amount of annual leave

(i) Upon receipt of a written request by an Employee, the Employer may authorise the Employee to receive pay in lieu of an amount of annual leave.

(1) 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

(2) 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.

- (3) Where an Employee forgoes an entitlement to take an amount of annual leave, the Employer will give the Employee the amount of pay that the Employee is entitled to receive in lieu of the amount of annual leave, plus leave loading that would otherwise have been payable within two weeks of the request being made.
- (4) Superannuation guarantee contributions will be paid in relation to the amount of annual leave and annual leave loading for which payment is received in lieu.
- (5) Any agreement reached between the Employee and Employer in relation to the cashing out of annual leave must be recorded in writing. Each cashing out agreement must be subject to a separate written agreement.

26. PUBLIC HOLIDAYS

(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, Queen's Birthday, Eight Hours Day 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
- (iv) any additional public holiday declared or prescribed in Victoria or a locality in respect of occasions other than those set out in clause 26(a)(i).

(b) Full time Monday to Friday employees and/or part-time employees engaged to work 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) Substitution of public holidays by agreement at the enterprise

- (i) An employer and their employees may agree to substitute another day for any prescribed in this Clause. For this purpose the consent of the majority of affected employees shall constitute agreement.
- (ii) An agreement pursuant to (d)(i) shall be recorded in writing and be available to every affected employee.

(e) Payment for time worked on a public holiday (Permanent part time and Fulltime employees)

- (i) If an employee works on a public holiday he or she shall be paid double time and a half for the time worked. 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; or where there is mutual consent within four weeks following the date on which such holiday occurred an employee may take a day and a half off in lieu or have one and one half days added to his or her annual leave.

(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 (e)(i) an 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 or where there is mutual consent, within four weeks following the date on which such holiday occurred the employee may take one day off in lieu or have one day added to their annual leave.

(f) Part-time employees

A part-time employee who is ordinarily not required to work on the day of the week on which a particular holiday is observed shall not be entitled to

any benefit for any such public holiday unless he/she is required to work on the public holiday, notwithstanding the following:

(g) In determining whether a part-time employee who works a variable roster is entitled to receive public holiday penalty rates 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 of the days on which a particular public holiday falls, the employee shall be entitled to receive the 'rostered off' benefit for that public holiday.

(i) For the purposes of this clause the 'rostered off' benefit shall be calculated by adding together the hours worked by the employee on the particular day of the week on which the public holiday falls over the immediately preceding six months and averaging those hours in respect of those days worked by the employee.

27. PERSONAL/CARERS LEAVE

The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis). A casual employee's entitlement to unpaid carers leave is set out in this clause.

(a) Access to paid personal 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 caring or supporting an immediate family or household member who requires the employee's care or support because of a personal illness, or injury, of the member; or who requires care or support due to an unexpected emergency.

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:

(b) Amount of paid personal leave

(i) An Employee is entitled to the following amount of paid personal leave:

- (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.

(c) Accrual of Personal Leave

- (i) The balance of Personal Leave entitlements which have not been taken in any year shall be cumulative from year to year.

(d) Personal leave to care for an immediate family or household member

- (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 a member of their household, who requires care or support because of a personal illness, or personal injury, affecting the member; or an unexpected emergency affecting the member.
- (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 entitlement to use personal leave is subject to the employee being responsible for the care of the person concerned.
- (iv) The employee is required by the employer, to establish by production of a medical certificate or statutory declaration, that the illness is such as to require care by another.
- (v) The employee must give the employer notice of the taking of carer's leave as soon as practicable and must advise the employer of the period, or expected period, of absence.

(e) Evidence supporting claim

- (i) In the event of an Employee becoming sick and certified as such by:
- (1) a registered health practitioner; or

- (2) on the production of a Statutory Declaration signed by the employee (with respect to absences on three occasions in any one year, such occasions not exceeding three consecutive working days)

he or she shall be entitled to personal leave on full pay. Provided that any employee may be absent through sickness for one day without furnishing evidence of such sickness, on not more than three occasions in any one year of service.

- (ii) Employees are required to take all reasonable steps to advise their employer of their intention to take sick leave as soon as is practicable.
- (iii) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

(f) Termination of Employment while on Personal Leave

No employer shall terminate the services of an employee during the currency of any period of personal leave, with the object of avoiding obligations under this subclause.

(g) Carers' leave for pre-natal or pre-adoption appointments/classes

If an employee is required to attend pre-natal or pre-adoption appointments or 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 carers' leave credit under this Agreement. The employee must give the Employer prior notice of the employee's intention to take such leave.

(h) Medical appointments

- (i) An employee may access their accrued paid personal/carer's leave to attend a registered health practitioner for an appointment if:
 - (1) such appointments cannot be reasonably obtained outside the ordinary rostered shift of the employee;

- (2) the employee provides satisfactory evidence of attendance at such appointment; and
 - (3) the employer approves the appointment prior to the employee accessing the leave.
- (ii) For the avoidance of doubt, the personal leave will only cover the duration of the appointment and reasonable travelling time. Paid personal / carer's leave can only be accessed to a limit of 10 hours per year.
 - (iii) The employer will not unreasonably refuse a request.

28. 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) 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).
- (c) 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.
- (d) 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.

- (e) 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 the employee's ordinary pay for the employee's ordinary hours of work in the period. For casual employees, compassionate leave is unpaid leave.
- (f) The employee, if required by the Employer, shall supply relevant evidence of the requirement for such leave. Such evidence may include a requirement to supply a medical certificate.

29. FAMILY VIOLENCE LEAVE

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

(a) Definition of Family Violence

The employer accepts the definition of Family violence as stipulated in the Family Violence Protection Act 2008 (Vic). The definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

(b) General Measures

- (i) Proof of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, district nurse, maternal and health care nurse or a Family Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof.
- (ii) All personal information concerning family violence will be kept confidential in line with the Employer's Privacy Policy and relevant legislation.
- (iii) An Employee experiencing family violence may raise the issue with their immediate supervisor/manager or designated person as identified by the employer.

(c) Individual Support

- (i) In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, the employer will approve a request from an Employee experiencing family violence for the following, providing the request is reasonable in all the circumstances:

- (ii) changes to their span of hours or pattern or hours and/or shift patterns;
- (iii) job redesign or changes to duties within their skills and capabilities;
- (iv) relocation to suitable employment within the workplace;
- (v) a change to their telephone number or email address to avoid harassing contact;
- (vi) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

An Employee experiencing family violence will be offered a referral to the Employee Assistance Program (EAP) and/or other local resources.

(d) Leave

- (i) The Employer will provide employees who are victims of family violence and need time off work for medical or legal assistance, court appearances, counselling, relocation, or to make other safety arrangements with up to five days paid exceptional circumstances leave per annum.
- (ii) This leave may be taken as consecutive or single days or as a fraction of a day. This leave will not be accrued.
- (iii) The Employee will apply in advance for this leave wherever possible.
- (iv) An Employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children.

30. FLEXIBLE WORKING ARRANGEMENTS

The NES provides particular employees with an entitlement to request a flexible working arrangement. In accordance with the NES, the employer will provide the employee with a response to the request for a flexible working arrangement within 21 days, stating whether the employer grants or refuses the request.

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.

31. 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 the following entitlement to long service leave:
 - (1) On the completion by the employee of fifteen years continuous service - six months long service leave and thereafter an additional two months long service leave on the completion of each additional five years' service.
 - (2) In addition, in the case of an employee who has completed more than fifteen years' service and whose employment is terminated otherwise than by the death of the employee, an amount of long service leave equal to 1/30th of the period of their service since the last accrual of entitlement to long service leave under (a)(iii)(1)
 - (3) In the case of an employee who has completed at least ten years' service, but less than fifteen years' service and whose employment is terminated for any cause other than serious and wilful misconduct, such amount of long service leave as equals 1/30th the period of service.
 - (4) Where an employee has at least 10 years' continuous service with the Employer, such employee shall be entitled take a period of long service leave on full pay. The long service leave entitlement shall be a proportionate amount calculated on the basis of 6 months' long service leave for 15 years' service. Such leave shall be taken at a time to be mutually arranged between the employer and the employee.

(b) Service entitling to leave

- (i) Subject to this subclause service shall also include all periods during which an employee was serving in Her 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; or other paid leave approved in writing by the employer and not covered by subclause (b)(iii)(2) to (b)(iii)(4).
 - (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 unpaid 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;
 - (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)(iii)(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)(iii)(1) to (b)(iii)(5) shall be counted as part of the period of their service, but any interruption or absence of a kind mentioned in (b)(iii)(6) to (b)(iii)(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 ten 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 ordinary pay during any period of long service leave taken by the employee, the employee shall be entitled to receive payment of the amount of any increase in ordinary pay at the completion of such leave.

(e) Taking of leave

- (i) When an employee becomes entitled to long service leave such leave shall be 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, or in default of agreement as is determined by a member of the FWC , provided that no such determination shall require such leave to commence before the expiry of six months from the date of such determination.
- (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) If the employer and an employee so agree:
 - (1) the first six months long service leave to which an employee becomes entitled under this Agreement may be taken in two or three separate periods; and
 - (2) any subsequent period of long service leave to which the employee becomes entitled may be taken in two separate periods, but save as aforesaid long service leave shall be taken in one period.

(f) Leave allowed before due date

- (i) Where the employee of an employer who has taken long service leave in advance is subsequently terminated for serious and wilful misconduct before entitlement to long service leave has accrued, the employer may, from whatever remuneration is payable to the worker upon termination, deduct and withhold an amount equivalent to the amount paid to the employee in respect of the leave in advance.

(g) Definitions

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

“Pay” means remuneration for an employee’s normal weekly hours of work calculated at the employee’s ordinary 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 ordinary pay which occurred during the period of leave as from the date such increase operates.

"Month" shall mean a calendar month.

"Transfer of business" shall be in accordance with the provisions of the *Fair Work Act 2009*.

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

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

32. STUDY AND EXAMINATION LEAVE

- (a) Full time employees shall be entitled to five days paid Study and Examination Leave per annum for the purposes of attending courses and/or undertaking or preparing for examinations in a relevant course of study conducted by a recognised institution. Part time employees who work more than four shifts a fortnight shall be entitled to Study and 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.
- (b) Entitlement to Study and Examination Leave shall be granted for studies which are relevant to employment at the Hospital. Where the Hospital determines a special need exists for training of a particular kind it may gear the study and examination leave of employees to that end pursuant to this clause.
- (c) Entitlement to Study and 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.

33. CHANGE OF SHIFT ALLOWANCE

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 in addition to any amount payable. The change of shift allowance provided for under this Agreement is not payable to Employees in the following circumstances:

- (a) Where an Employer agrees to a request made in writing made on behalf of one or more Employees for changes in shifts including Employees who agree to swap shifts. That request may be expressed to include specified periods representing work cycles up to three months in advance.
- (b) Where a part time Employee agrees to work shift(s) in addition to those worked regularly otherwise.
- (c) Where changes in shift occur within the performance of an agreed rostering system.
- (d) Where there is an intervening period of more than 48 hours off duty, inclusive of all leave, weekends and public holidays.

34. TERMINATION OF EMPLOYMENT

- (a) Notice of termination by the employer

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

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

- (ii) In addition to the notice in (a)(i) above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
 - (iii) Payment in lieu of the notice prescribed in (a)(i) and/or (a)(ii) hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice, and part payment in lieu of notice.

- (iv) The 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 under this Agreement

(b) Notice of termination by employee

- (i) The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned.
- (ii) If an employee fails to give the notice specified in (a)(i) the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under (a)(iv), subject to the requirements of s.324 (1) (b) of the Fair Work Act 2009.

(c) Job search entitlement

Where an 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.

35. JURY SERVICE

- (a) An employee other than a casual employee, required to attend for jury service during his or her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of ordinary salary he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.
- (b) An employee shall notify the 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 the 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.

36. HIGHER DUTIES

Subject to the approval of the Employer, an employee engaged in any duties carrying a higher rate than the classification in which they are ordinarily employed shall be paid at the higher rate:

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

37. SALARY PACKAGING PROCEDURE

- (a) Permanent employees may be able to make voluntary pre-tax contributions or payments through a written salary packaging agreement between the Employer and the employee. The Employer will pay the salary packaging amount in accordance with the salary packaging agreement. The salary packaging arrangements pertain only to packaging superannuation contributions.
- (b) An employee may apply to have their ordinary time earnings reduced by an amount nominated by them as a salary packaging 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 packaging 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 packaging 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 packaging 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 packaging contribution/payment by giving not less than one month's written notice, provided the terms of any other agreement relating to the salary packaging benefit are met.

38. MEAL ALLOWANCES

- (a) An employee shall be supplied with a meal where the Employer has her/his own cooking and dining facilities. In exceptional circumstances, where a meal cannot be provided, a meal allowance, as set out in Appendix 1, shall be paid in addition to any overtime payment as follows:
 - (i) 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 -. Where such overtime work exceeds 4 hours a further meal allowance shall be paid.
 - (ii) When required to work more than 5 hours overtime on a Saturday or a Sunday or more than 5 hours by a shift worker on his/her rostered day off. Where the employee is required to work more than 9 hours on such a day, and a further meal allowance shall be paid.
 - (iii) These foregoing provisions shall not apply when an employee could reasonably return home for a meal within the period allowed.

39. 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) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of not less than \$0.78 per kilometre.

40. CLOTHING, EQUIPMENT AND TOOLS

- (a) Where the Employer requires employees to wear uniform and uniforms are not provided by the Employer, the employee shall be paid a uniform allowance as set out in Appendix 1 at the daily rate or weekly rate, whichever be the lesser amount. Where such employee's uniforms are not laundered by or at the expense of the employer, the employee shall be paid a laundry allowance as set out in Appendix 1 at the daily (for each day or part thereof on duty) or weekly rate whichever be the lesser amount.
- (b) The uniform allowances but not the laundry shall be paid during all absences on leave, except absence on long service leave and absence on sick leave beyond 21 days. Where, prior to taking 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.
- (c) Where an employer provides an employee with uniforms, all articles so provided remain the property of the employer.
- (d) These allowances shall increase in line with wage adjustments
- (e) A tool allowance, as set out in Appendix 1, 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.

41. REDUNDANCY

- (a) Where the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in

relation to its enterprise; and the change is likely to have a significant effect on employees of the Employer, the Employer shall consult with affected employees in accordance with the consultation regarding change provision of this Agreement.

Transfer to lower paid duties

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

Severance pay

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

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

Definitions

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

Employee Leaving During Notice Period

- (e) An employee whose employment is terminated for reasons set out in paragraph (a) may terminate her/his employment during the period of

notice and, if so, shall be entitled to the same benefits and payments under this clause had she/he remained with the employer until the expiry of such notice. Provided in such circumstances the employee shall not be entitled to payment in lieu of notice.

Alternative Employment

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

Time off Period of Notice

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

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.

42. DISCIPLINARY PROCEDURE

- (a) Where disciplinary action may be necessary, a representative of the Employer 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 his or her choice. The Employer may be represented by the representative of their choice. While the Disciplinary Procedure may be delayed due to the unavailability of the Employee's chosen representative, the process will not be unreasonably delayed for this reason.
- (g) Records relating to disciplinary procedures will be disregarded where a continuous period of 12 months elapses without further warning/s.
- (h) This clause shall not apply until the Employee has completed a period of employment with the Employer of at least the minimum employment period as prescribed in the Fair Work Act 2009.

43. IN SERVICE EDUCATION AND TRAINING

- (a) All employees have a responsibility to maintain and upgrade their skills commensurate with the requirements of their position. In particular every employee must attend training required to meet statutory responsibilities including but not limited to: fire and emergency training, manual handling

training, infection control, food handling provided by the employer in each twelve month period or as required.

(b) Where the employee attends compulsory training other than during the course of a rostered shift, the minimum payment shall be:

- (i) the length of the training or one (1) hour whichever is the greater, where the training has been scheduled at the start or finish of a shift for which the employee is rostered.
- (ii) the length of the training or three (3) hours whichever is the greater, where the training has not been scheduled at the start or finish of a shift for which the employee is rostered.
- (iii) In accordance with subclause (i) and (ii) above, the payment for such training time shall be at the employee's ordinary pay.

(c) E-Learning

- (i) E-learning modules will normally be completed within the ordinary working hours in the workplace. With prior approval and written authorisation from the Manager and the agreement of the Employee, modules can be completed outside of working hours.
- (ii) The Employer will allocate an amount of time for the completion of each core module. With prior approval and written authorisation, when an Employee completes a module outside of working hours, the Employee will be paid at their ordinary rate of pay for the allocated time taken to complete the module and such time shall not be counted as "time worked" for the purposes of determining any overtime payments.

44. FLEXIBILITY ARRANGEMENT

(a) An employer and employee covered by this 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 Fair Work Act 2009; and
 - (ii) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - (iii) result in the employee being better off overall than the employee would be if no 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
 - (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.

45. VOLUNTEER LEAVE

- (a) At the discretion of the Employer, whose discretion will be exercised on the basis of operational requirements and what is reasonable in a particular circumstance, the employer will facilitate an employee who is a member of a voluntary emergency relief organization such as the, Country Fire Authority, Red Cross, St John Ambulance and the State Emergency Service to be released from normal duty without loss of pay (up to a maximum of five shifts per year) to assist in regard to a critical incident where a local emergency situation arises that requires the attendance of the employee.
- (b) For clarity, access to paid leave in accordance with this clause does not restrict an employee's entitlement to unpaid community services leave in accordance with s.108 of the Fair Work Act 2009.

46. REIMBURSEMENT OF CHILD CARE EXPENSES

- (a) Where the Employer requires an employee to work outside their rostered hours and where less than 24 hours' notice is given of the overtime work requirement, the Employer will reimburse reasonable childcare costs provided by a registered childcare provider.
- (b) Reimbursement of cost is subject to the provision of a receipt for the expenditure which is to be provided within 1 week of the overtime being worked.
- (c) This provision does not apply to employees on call who are recalled to duty.

47. BLOOD DONORS LEAVE

The Employer shall release employees upon request to donate blood where a collection unit is available on-site at the Employer, or alternatively by arrangement at the local level.

48. APPRENTICES

- (a) Apprentice Cook

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 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.

49. STAFFING LEVELS

The employer is committed to ensuring staffing levels are appropriate in order to ensure the delivery of high quality patient care.

- (a) Staffing, on a shift by shift basis, will take into account both the occupancy and patient acuity. The Hospital will be mindful of the particular matters concerning night shift staffing.

- (b) The Hospital will endeavour to ensure that unexpected admissions do not prohibit the delivery of good care.
- (c) Should any employee feel the workloads are unreasonably heavy, on a regular basis, then they have a responsibility to discuss their concerns with their Manager in the first instance. If appropriate action is not taken to address the workload issues, the manager is responsible for informing the CEO or nominated representative.

50. REPRESENTATIVE LEAVE

- (a) Leave to attend trade union and union delegate courses/ seminars shall be as follows:
 - (i) To a maximum of six (6) days per year (1 January to 31 December) for the totality of all applications of paid trade union, union delegate training leave, attendance at association 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 procedures;
 - (2) That two (2) 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 ordinary time rate of pay.
- (b) Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.

SCHEDULE 1: EMPLOYMENT CLASSIFICATIONS

WAGE SKILL GROUP 1

An employee at this level:

- Works within established routines, methods and procedures.
- Has minimal responsibility, accountability or discretion.
- Works under direct or routine supervision, either individually or in a team.
- No previous experience or training is required.

Indicative tasks performed at this level are:

General Services

Cleaning; basic laundry work and the sorting and packing of linen. Assisting a gardener; basic maintenance work; General Orderly/Portage/Courier functions in a hospital.

Sorter/Packer of Linen
Hospital Orderly or Cleaner
Assistant Gardener
Maintenance/Handyperson (Unqualified)
All other employees not elsewhere provided for

Food Services

Basic food preparation; the cooking of basic meals; cleaning of food preparation and consumption areas and cooking equipment and utensils and the serving and delivery of meals.

Food and Domestic Services Assistant
Other Cook

WAGE SKILL GROUP 2

An employee at this level:

- Works within established routines, methods and procedures.
- Has limited responsibility, accountability or discretion.
- May work under limited supervision, either individually or in a team.

- Possesses communication skills.
- Requires on-the-job training and/or specific skills training or experience.

Indicative tasks performed at this level are:

General Services

A laundry operator as defined; gardening work requiring no formal qualifications; general housekeeping functions and basic stores work.

Storeperson

Technical, Clinical and Personal Care

Assistant to an Allied Health Assistant (Qualified), therapist or physiotherapist or similar.

Allied Health Assistant (Unqualified)

Patient Services Assistant Grade 1

WAGE SKILL GROUP 3

An employee at this level:

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

Indicative tasks performed at this level are:

General Services

Hospital Attendant work, including patrol functions; stores work by a storeperson working alone; driving small vehicles (1.25 tonnes or less).

Hospital Attendant
Storeperson employed alone

Driver 1.25 tonnes or less

Food Services

A person responsible for the conduct of a diet kitchen; an unqualified (non-trade) cook employed as a sole cook in a kitchen or an unqualified (non-trade) cook providing specialist cooking functions.

Dietary Supervisor
Cook Employed Alone
Diet Cook
Sweets Cook
Pastry Cook (Other)

WAGE SKILL GROUP 4

An employee at this level:

- Is capable of prioritising work within established routines, methods and procedures. (non admin/clerical)
- Is responsible for work performed with a medium level of accountability or discretion. (non admin/clerical)
- Works under limited supervision, either individually or in a team. (non admin/clerical)
- Possesses sound communication and/or arithmetic skills. (non admin/clerical)
- Requires specific on-the-job training and/or relevant skills training or experience. (non admin/clerical)
- An admin/clerical employee who undertakes a range of basic clerical functions within established routines, methods and procedures. No or limited experience and training are required.

Indicative tasks performed at this level are:

Admin/Clerical Services

Filing, collating, sorting, basic copy typing (non computer), in-house courier work (non-vehicular). A person performing admin/clerical duties under supervision.

General Clerk
Typist

Food Services

An employee whose primary function is to liaise with patients and staff to obtain appropriate meal requirements of patients, and to tally and collate the overall results.

Food Monitor

WAGE SKILL GROUP 5

An employee at this level:

- Is capable of prioritising work within established policies, guidelines and procedures.
- Is responsible for work performed with a medium level of accountability or discretion.
- Works under limited supervision, either individually or in a team.
- Possesses good communication, interpersonal and/or arithmetic skills.
- Requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience.

Indicative tasks performed at this level are:

Technical, Clinical and Personal Care

A qualified Allied Health Assistant involved in the care, instruction or development and rehabilitation of patients.

Allied Health Assistant (Qualified)

General Services

An employee performing dedicated security functions.
Security Officer Grade 1

WAGE SKILL GROUP 6

An employee at this level:

- Is capable of prioritising work and exercising discretion within established policies, guidelines and procedures.
- Is responsible for work performed with a medium level of accountability.
- Works under limited supervision, either individually or in a team.

- Requires a basic knowledge of medical terminology and/or a working knowledge of health insurance schemes. (admin/clerical)
- Possesses well developed communication, interpersonal and/or arithmetic skills.
- Requires substantial on-the-job training, may require formal qualifications and/or relevant skills training or experience.

Indicative tasks performed at this level are:

Admin/Clerical Services

Clerical work 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; basic switchboard operation and the use of overhead paging systems; audio typing and stenography (non medical); calculation of time sheets and payments to staff.

Switchboard Operator

Receptionist

Ward Clerk

In/Out Patient Clerk

Medical Records Clerk

Audio Typist (Other)

Patient Fees Clerk

Pay Clerk

Technical, Clinical and Personal Care

Personal Care Worker Grade 1

Patient Services Assistant Grade 2

WAGE SKILL GROUP 7

An employee at this level:

- 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.
- Works either individually or in a team.

- Requires a basic knowledge of medical terminology and/or a working knowledge of health insurance schemes. (admin/clerical)
- May require regular computer related duties, where those duties are an essential part of the function of the position and where the level of skill involved is multi-function administrative or batch processing.
- Possesses well developed communication, interpersonal and/or arithmetic skills.
- Requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

Admin/Clerical

An admin/clerical employee whose duties involve regular computer related duties of a multi-functional or batch processing nature. A person employed within a library who is undertaking studies to qualify as a library technician.

All classifications as per admin/clerical grades 1 & 2 (wage levels 4 & 6) with computer use.

Computer Clerk

General Services

A handyman with Trade qualifications performing general maintenance duties; a printer with Trade qualifications performing general printing or related duties; a gardener with Trade qualifications performing general gardening duties; a storeperson who is required to regularly access computers in the course of his or her employment; a dedicated Security Officer required to regularly access computers in the course of her or his employment and/or has been provided with relevant training; an employee performing transport related functions, including drivers of articulated vehicles.

Maintenance/Handyperson (Trade)

Gardener (Trade)

Storeperson (Advanced)

Food Services

A Cook or Butcher with relevant qualifications.

Second Cook Grade D

Trade Cook

Pastry Cook

WAGE SKILL GROUP 8

An employee at this level:

- Is capable of functioning semi autonomously, and prioritising his or her own work within established policies, guidelines and procedures.
- Is responsible for work performed with a substantial level of accountability.
- Works either individually or in a team.
- Requires a comprehensive knowledge of medical terminology and/or a working knowledge of health insurance schemes. (admin/clerical)
- May require basic computer knowledge or be required to use a computer on a regular basis.
- Possesses administrative skills and problem solving abilities.
- Possesses well developed communication, interpersonal and/or arithmetic skills
- Requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

Admin/Clerical Services

A person undertaking medical audio-typing or stenography or secretarial functions. Provision of Interpreting services by an unqualified Interpreter or assisting a qualified Interpreter in the performance of his or her work.

Medical Audio Typist
Secretary
Medical Stenographer
Interpreter (Unqualified)

Food Services

A Cook or Chef with relevant qualifications.
Second Cook Grade C

Technical, Clinical and Personal Care

Personal Care Worker Grade 2

WAGE SKILL GROUP 9

An employee at this level:

- Is 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.
- Works either individually or in a team.
- May require comprehensive computer knowledge or be required to use a computer on a regular basis.
- Possesses administrative skills and problem solving abilities.
- Possesses well developed communication, interpersonal and/or arithmetic skills
- May require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

Admin/Clerical Services

A qualified Library Technician working under the direction of a Senior Library Technician or Librarian. A computer clerk required as a normal consequence of his or her position to perform 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.); a Pay Clerk with a working knowledge of relevant industrial agreements.

Computer Clerk (Advanced)

Pay Clerk (Advanced)

General Services

A Maintenance/Handyperson, Printer or Gardener with post-trade qualifications or specialisation and who is required to work autonomously.

Maintenance/Handyperson (Advanced)

Gardener (Advanced)

Food Services

A Cook or Chef with relevant qualifications.

Technical, Clinical and Personal Care

Sleep Technician as defined

WAGE SKILL GROUP 10

An employee at this level:

- Is capable of functioning autonomously, 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.
- Works either individually or in a team.
- May require comprehensive computer knowledge or be required to use a computer on a regular basis.
- Possesses administrative skills and problem solving abilities.
- Possesses well developed communication, interpersonal and/or arithmetic skills
- Will most likely require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

WAGE SKILL GROUP 11

An employee at this level:

- Is capable of functioning autonomously, and prioritising his or her own work and the work of others within established policies, guidelines and procedures.
- Is responsible for work performed with a substantial level of accountability and responsibility.
- May supervise the work of others, including work allocation, rostering and guidance.
- Works either individually or in a team.

- May require comprehensive computer knowledge or be required to use a computer on a regular basis.
- Possesses developed administrative skills and problem solving abilities.
- Possesses well developed communication, interpersonal and/or arithmetic skills
- May require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

Admin/Clerical Services

Provision of personal secretarial support; a qualified Interpreter with NAATI accreditation; supervision, work allocation and rostering and/or guidance of staff.

Private Secretary
 Clerical Supervisor
 Interpreter (Qualified)

General Services

Supervision, work allocation, on-the-job training and rostering and/or guidance of staff.

General Services Supervisor

Food Services

A Cook or Chef with relevant qualifications; supervision, work allocation and rostering and/or guidance of staff.

Chef Grade A
 Food Services Supervisor

Technical, Clinical and Personal Care

An Instructor Trades (Qualified) in his or her second year of employment.

CLASSIFICATION DEFINITIONS

Technical, Clinical and Personal Care definitions

Allied Health Assistant (Unqualified)

Means a person appointed as such, who is primarily required to perform work of a general nature under the supervision and direction of a Therapist (includes speech, physio and occupational therapy) or Allied Health Assistant (Qualified). Such a person may work under limited supervision, either individually or in a team.

Allied Health Assistant (Qualified)

Means a person appointed as such, who has successfully completed either the Allied Health Assistants course conducted by the Mayfield Centre, State Enrolled Nurse course or the Red Cross Handcraft Instructors course conducted by the Red Cross (or who has obtained equivalent qualifications thereto); who under direction and supervision directly assists the Therapist (includes speech, physio and occupational therapy) in carrying out therapeutic procedures and activities and who works at a level beyond that of an Allied Health Assistant (Unqualified).

Technical, Therapy and Personal Care Supervisor

Is a person appointed as such performing work which involves the supervision of staff within the Technical, Clinical and Personal Care stream of this agreement, or the supervision of staff within a Technical, Therapy and Personal Care related department or section.

Such a person would be responsible for administrative duties such as work allocation, training, rostering and guidance of fifteen or more staff and may assist in the recruitment of staff.

Sleep Technician

Is a person responsible and accountable for the coordination of the admission, treatment and discharge of patients undergoing sleep studies

Patient Services Assistant

A Patient Services Assistant (PSA) is a multi-skilled Employee, the majority of whose work is ward based in an acute setting or community health centre. The work of PSAs involves the performance of duties across three or more functional areas of patient support services. PSAs are essentially ward based. PSAs will be encouraged to undertake training, which may include further training to enable them to obtain the certificate or equivalent for career development.

Notwithstanding the above paragraph, PSAs 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 PSA work.

The functional areas covered by PSAs are as follows:

(c) *Cleaning and Housekeeping.*

Duties can include:

- (i) cleaning ward areas (including toilets, showers, bathrooms, lockers, shelving and infectious rooms etc.),
- (ii) handling patient laundry (including washing and drying of patient laundry),
- (iii) cleaning general/administrative areas (including office, cafeteria, stairs and lifts etc.),
- (iv) performing terminal/discharge bed (re-)making (i.e. Carbolising),
- (v) cleaning equipment and instruments,
- (vi) damp and high dusting,
- (vii) vacuuming,
- (viii) mopping and buffing of floors and spot cleaning,
- (ix) rubbish removal and linen removal.

(d) *Food and Beverage.*

Duties can include:

- (i) serving of meals to patients;
- (ii) food transportation to and from the Ward;
- (iii) basic food monitoring (e.g. Checking that food matches the order);
- (iv) Replenishing refrigerator and pantry supplies

(e) *Transport and Couriering.*

Duties can include:

- (i) transporting patients between wards, departments and theatres;

- (ii) transporting equipment between wards, departments and theatres;
- (iii) couriering x-rays, specimens and patient records; movement of deceased patients to the mortuary.

(f) *Ward Support.*

Duties can include:

- (i) checking of oxygen cylinders;
- (ii) filling, distributing and collecting of water jugs and glasses;
- (iii) delivery and maintenance of flowers;
- (iv) replenishing consumables to normal stock levels;
- (v) Restocking of ward trolleys or cubicles.

(g) *Patient Support.*

Duties can include:

- (i) assisting in the moving/handling and turning of patients (including into and out of wheelchairs and trolleys);
- (ii) assisting in moving/handling and positioning of patients in bed, including by machinery;
- (iii) assisting with patient facial shaves and pre-operative shaves; assisting in the transportation of ambulant patients

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 the functional areas definitions.

The functions listed in the functional areas definitions above are intended to be comprehensive. The listed duties are intended to be indicative only. In determining the number of functions to be completed by a PSA, it will not be necessary for a PSA to perform any particular number of duties identified as falling within each functional area.

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.

Not all PSAs will be expected to perform all of the functions listed above. PSAs at the Grade 2 level will perform four or more functions, and PSAs at the Grade 1 level will perform three functions, as further described below.

Patient Services Assistant Grade 1

A Patient Services Assistant at Grade 1 level:

- (h) Regularly performs duties from three functional areas;
- (i) is not required to hold a recognised PSA certificate;
- (j) is capable of prioritising work within outlined routines, methods and procedures in three functional areas;
- (k) is responsible for work performed with a limited level of accountability or discretion;
- (l) works under limited supervision, either individually or in a team;
- (m) possesses sound communication skills; and
- (n) requires specific on the job training and/or relevant skills training or experience.

Patient Services Assistant Grade 2

A Patient Services Assistant at Grade 2 level:

- (o) regularly performs duties from four or more functional areas;
- (p) holds a relevant Certificate 3 (or equivalent) from a TAFE College, or equivalent registered training organisation;
- (q) requires specific on the job training and/or relevant skills training or experience;
- (r) is capable of prioritising work within established policies, guidelines and procedures across four or more functional areas;
- (s) is responsible for work performed in accordance with established policies, procedures and approaches

- (t) works under limited supervision, either individually or in a team; and
- (u) possesses good communication, interpersonal and/or arithmetic skills.

Personal Care Worker Grade 1

Means a person employed to provide personal care within the scope of the employee's training and experience for patients. Such a person, is responsible for providing support in the delivery of safe and quality care.

A Personal Care Worker Grade 1 holds a Cert III in Health Services Assistance or equivalent qualification / experience as recognised by the employer as being relevant to the position.

After a minimum of 6 months, a Grade 1 Personal Care Worker may choose to progress to training as a Grade 2 Personal Care Worker, by mutual agreement between the employee and the employer. The required training will be the commencement of a nationally accredited certificate at Cert IV in Health Services Assistance or equivalent qualification / experience as recognised by the employer as being relevant to the position.

Personal Care Worker Grade 2

Meets the criteria for appointment as a Personal Care Worker Grade 1 and holds a nationally accredited certificate at Cert 4 in Health Services Assistance and has a minimum of 2 years' experience as a Personal Care Worker Grade 1.

Clerical/Administrative Stream Definitions

Clerical Supervisor

Is a person appointed as such performing work which involves the supervision of staff within the Admin/Clerical Stream of this Agreement or the supervision of staff within an Administrative/Clerical Services related department or section. Such a person would be responsible for administrative duties such as work allocation, training, rostering and guidance of fifteen or more staff and may assist in the recruitment of staff.

Computer Clerk

Means clerical employees in the following classifications where their employment involves regular computer related duties, where those duties are an essential part of the function of the position and where the level of skill involved is “multi-function administrative” or “batch processing”: General Clerk, Typist, Switchboard Operator, Receptionist, Ward Clerk, Inpatients/Out-patients Clerk, Business Machine Operator, Patients’ Fee Clerk, Stenographer (Other), Audio Typist (Other), Medical Records Clerk, Casualty Clerk and Pay Clerk.

Computer Clerk Advanced

Means an employee required to perform 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 is required to perform advanced, responsible or complex functions within a dedicated software system (e.g. basic system maintenance or administration, security back-ups etc.)

Interpreter (Unqualified)

Is a person who is employed to perform interpreting functions and/or assist qualified Interpreters.

Interpreter (Qualified)

Is a person who is employed to perform interpreting functions and who has received accreditation from the National Accreditation Authority for Translators and Interpreters.

Pay Clerk

Is a person appointed as such who assists the pay officer or other responsible person to calculate time sheets and other relevant duties in the process of preparing payments to staff.

Pay Clerk Advanced

Is a person who in addition to the duties of a “Pay Clerk” will be required to possess a working knowledge of relevant Industrial agreements, regulations and Acts, handles complex payroll and agreement interpretation inquiries and be capable of functioning semi-autonomously, prioritising their own work within established policies, guidelines and procedures.

Private Secretary

Is a person who in addition to the possessing and using secretarial skills, (e.g. word processing, stenography, reception and typing) provides services at the senior management level including attending to organisational matters: diaries, meetings, agendas, taking of minutes, liaising with other departments or divisions and involvement with routine correspondence.

General Services Stream Definitions

Gardener Advanced

Means a “Gardener Trade” who holds post-trade qualifications and is capable of, and required to work autonomously and is required to prioritise his or her own work with a substantial level of accountability and responsibility.

Gardener (non-trade)

Means an employee engaged in the pruning or trimming of plants or trees; or in budding, propagating, planting or plotting; or like garden related functions.

Gardener Superintendent

Means a “Gardener Trade” who is responsible for the supervision, work allocation, on the job training, rostering and/or guidance of gardening staff.

Gardener Trade

Means a tradesperson gardener who has satisfactorily completed the approved apprenticeship course in gardening or who has been issued with an approved trade certificate.

General Services Supervisor

Is a person appointed as such performing work which involves the supervision of staff within the General Services Stream of this agreement or the supervision of staff within a General Services related department or section. Such a person would be responsible for administrative duties such as work allocation, training, rostering and guidance of fifteen or more staff and may assist in the recruitment of staff.

Handyperson Advanced

Is a "Handyperson Trade" who holds post-trade qualifications and is capable of, and required to work autonomously, and is required to prioritise their own work with a substantial level of accountability and responsibility.

Handyperson Trade

Means a person employed as a handyperson who has satisfactorily qualified as a tradesperson under the *Industrial Training Act 1975* or holds an equivalent qualification acceptable to the employer.

Hospital Attendant

Means an employee appointed as such and who, as part of his or her ordinary duties, is required to perform a patrol function.

Laundry Operator

Means a person employed as a sole employee in a laundry performing the full range of duties relating to the operation of a laundry.

Printer Advanced

Is a Printer Trade who holds appropriate post-trade qualifications; and who is required to work autonomously and prioritise his or her own work with a substantial level of accountability and responsibility.

Security Officer Grade 1

Means an employee performing a dedicated security function involving the security of patients, staff or the facilities.

Security Officer Grade 2

An employee as per Security Officer Grade 1 who is required to regularly access computers in the course of his or her employment and/or has been provided with relevant training.

Storeperson Advanced

Is a person employed as a storeperson or storeperson alone who is required to regularly access computers in the course of his or her employment.

Food Services Stream Definitions

Chef

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

A chef employed in a hospital with less than 100 beds or a kitchen providing less than 500 meals on a daily average.

Cook Employed Alone

Means a person employed as a sole cook who does not hold trade qualifications.

Dietary Supervisor

Means a person not being a qualified Dietician but responsible for the conduct of a Diet Kitchen.

Diet Cook

Means an unqualified cook who produces meals for specific dietary requirements and/or other specialist meals.

Food Services Supervisor

Is a person appointed as such performing work which involves the supervision of staff within the Food Services Stream of this agreement or the supervision of staff within a Food Services related department or section. Such a person would be responsible for administrative duties such as work allocation, training, rostering and guidance of fifteen or more staff and may assist in the recruitment of staff.

Other Cook

Means a person who does not hold trade qualifications, who is employed as a cook by a hospital where other cooks are employed.

Second Cook

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

A second cook employed in a hospital with less than 100 beds or a kitchen providing less than 500 meals on a daily average.

Sweets Cook

Means an unqualified cook who specialises in producing sweets or desserts.

Trade Cook

Means a cook qualified as a tradesperson under the *Industrial Training Act 1975* or holding an equivalent qualification acceptable to the employer.

INSTRUMENT TECHNICIANS/CSSD/THEATRE TECHNICIANS STRUCTURE

Courses referred to below are:

- HLT32507 Certificate III in Health Service Assistance (Operating Theatre Support)
- HLT42007 Certificate IV in Health Service Assistance (Operating Theatre Technical Support)
- HLT40407 Certificate IV in Health Service (Supervision) Or equivalent.

INSTRUMENT/CSSD TECHNICIANS STRUCTURE

Instrument Technician Grade 1

Definition:

- Means an unqualified person who is required to perform work of a general nature under direct supervision of a senior Instrument Technician or the designated Manager within a Central or Theatre Sterilising and Supply Department or Unit involved in the cleaning, packaging and sterilization reusable critical and semi-critical medical equipment.

Qualifications:

- A Grade 1 Instrument Technician will not be required to hold any qualifications. Where a Grade 1 Instrument Technician seeks to obtain qualifications, the employer shall facilitate completion of the Certificate III in Sterilisation Services (HLT31107) or equivalent awarded by a registered training organisation either through financial assistance, flexible rostering or supervised practice and/or study leave.
- All new starters will be required to complete a mandatory orientation program for the first three months of commencing duties, under the direct supervision of a senior Instrument Technician or the designated Manager
- Automatic progression to Grade 2 will occur on the attainment of a Certificate III.

Instrument Technician Grade 2

Definition:

- Means a person who, within established procedures and guidelines, undertakes work of a more complex nature rotating through all areas of the Department or Unit. Grade 2 Instrument Technicians may perform their role without direct supervision but under the immediate direction of a senior Instrument Technician or the designated Manager.

Qualifications:

- A mandatory requirement of the qualified* entry level is a Certificate III in Sterilisation Services (HLT31107) or equivalent awarded by a registered training organisation that has been approved by the AIC. If a Grade 2 Instrument Technician has no prior experience working in that hospital, a mandatory three months orientation under the supervision of a senior Instrument Technician or the designated Manager must be undertaken.
- A qualified Instrument Technician shall include an Instrument Technician who has successfully completed the CSSD Certificate Course conducted by Mayfield, including the Certificate II awarded prior to 1997 (or equivalent)

Instrument Technician Grade 3

Definition:

- A person with a minimum of three years experience as an instrument technician, who is able to work in all areas of the Hospital's Department or Unit to which they are rostered with a high degree of autonomy and accountability. A Grade 3 Instrument Technician assists in the supervision, training/mentoring of other Technicians at that Hospital, and will be required to undertake a clinical tutor/mentor role

Qualifications:

- Holds a Certificate III in Sterilisation Services (HLT31107) or equivalent awarded by a registered training organisation that has been approved by the AIC. The incumbents are advanced practitioners and the work undertaken at Grade 3 should be seen in this context.
- An Instrument Technician Grade 3 may have completed specialty training in areas such as setting up, loan instruments, sterraid and other sophisticated medical equipment.

*Qualified refers to Certificate III in Sterilisation Services (HLT31107) or equivalent, including an Instrument Technician who has successfully completed the CSSD Certificate Course conducted by Mayfield, including the Certificate II awarded prior to 1997, or equivalent.

THEATRE TECHNICIANS STRUCTURE

Theatre Technician Grade 1

Definition:

- Means an unqualified person who is required to perform work of a general nature under direct supervision of a senior Theatre Technician or the designated Manager such as transporting, setting up, cleaning and maintaining theatre equipment and assisting with the positioning of patients in theatre.

Qualifications:

- A grade 1 Theatre Technician will not be required to hold any qualifications. Where a Grade 1 Theatre Technician seeks to obtain qualifications, the employer shall facilitate completion of the Certificate III in Health Services Assistance (Operating Theatre Support) from a registered training organisation either through financial assistance, flexible rostering or supervised practice and/or study leave.
- All new starters will be required to complete a mandatory orientation program for the first three months of commencing duties, under the direct supervision of a senior Theatre Technician or the designated Manager.
- Automatic progression to Grade 2 will occur on the successful completion of the Certificate III.

Theatre Technician Grade 2

Definition:

- Means a person who, within established guidelines and procedures, undertakes work of a more complex nature rotating through all Operating Theatre lists in that hospital. Grade 2 Theatre Technicians may perform their role without direct supervision but under the immediate direction of a senior Theatre Technician or the designated Manager.

Qualifications:

- A mandatory requirement for the qualified* entry level is a Certificate III in Health Services Assistance (Operating Theatre Support) awarded by a registered training organisation or equivalent qualification. If the Grade 2 Theatre Technician has no prior experience working in that hospital, a mandatory three months orientation under the supervision of a senior Theatre Technician or the designated Manager must be undertaken.

- *Qualified refers to Mayfield Theatre Technicians Course prior to 1997 and Mayfield Operating Theatre Technicians Practice - Certificate III in Health 1997 to 2002 or equivalent.

Theatre Technician Grade 3

Definition:

- Is a person with a minimum of three years experience as a theatre technician, who is able to work in all areas of the operating suite, and who has a comprehensive knowledge and ability to work within each of the clinical specialties offered at that hospital.
- A Grade 3 Theatre Technician can operate with a high degree of autonomy and accountability. A Grade 3 Theatre Technician assists in the supervision, training/mentoring of other Technicians at that hospital and will, if required, undertake a clinical tutor role.

Qualifications:

- A Theatre Technician Grade 3 shall hold a Certificate III in Health Service Assistance (Operating Theatre Technical Support) awarded by a registered training organisation or equivalent qualification. The incumbents are advanced practitioners and the work undertaken at Grade 3 should be seen in this context. A Theatre Technician Grade 3 may have completed specialty training in areas such as cell saving, laser, stealth.
- Once implemented in Victoria, all Grade 3 Theatre Technicians will be offered an opportunity to complete the Certificate IV in Health Service Assistance (Operating Theatre Technical Support) through a registered training organisation either through financial assistance, flexible rostering or supervised practice and/or study leave arrangements.
- Qualified refers to Mayfield Theatre Technicians Course prior to 1997 and Mayfield Operating Theatre Technicians Practice - Certificate III in Health 1997 to 2002 or equivalent.

Theatre Technician Grade 4

Definition:

- Is a person with a minimum of three years experience as a theatre technician, who is able to work in all areas of the operating suite, and who has a comprehensive knowledge and ability to work within each of the clinical specialties offered at that hospital. Undertakes additional managerial responsibilities.

Qualifications:

- A Theatre Technician Grade 4 shall hold a Certificate IV in Health Service Assistance (Operating Theatre Technical Support) awarded by a registered training organisation or equivalent qualification.

Anaesthetic Technician

Grade 1

Means a person who has satisfactorily completed the theatre technicians course conducted by the Mayfield Centre (or has obtained qualifications equivalent thereto or equivalent and working as an anaesthetic technician.

Grade 2

An anaesthetic technician with up to two years experience who has satisfactorily completed the Diploma of Anaesthetic Paramedical Science awarded by a registered training organisation or a relevant Associate Diploma of applied Science. And in addition to the Duties of a Theatre Technician Grade 2 is responsible for the preparation, checking and general maintenance of specialist equipment used by the Anaesthetist.

Grade 3

An anaesthetic technician with more than two years experience who has satisfactorily completed the Diploma of Anaesthetic Paramedical Science awarded by a registered training organisation or a relevant Associate Diploma of applied Science. In addition to the duties of a Theatre Technician Grade 2, has a comprehensive knowledge of specialist equipment used by the Anaesthetist and can operate with a high degree of accountability and autonomy. A Grade 3 anaesthetic technician assists in the supervising mentoring of other technicians.

Grade 4

Definition:

Is a person who is appointed as such and who meets the criteria of Anaesthetic Technician Grade 3. In addition the Grade 4 Anaesthetic Technician may undertake additional supervisory administrative responsibilities, professional development and the supervision and training of staff.

Qualifications:

A mandatory requirement for a Grade 4 is the Certificate 111 in Health Service assistance (operating theatre technical support) and Diploma of Anaesthetic Paramedical Science awarded by a registered training organisation or a relevant Diploma of applied Science.

Dental Nurse

Is a person appointed as such who has completed at least two years following an accredited training programme and who has completed an accredited post-secondary course or equivalent in dental nursing.

I am authorised to sign this Agreement as a nominated employee bargaining representative on behalf of the HEALTH SERVICES UNION.



Lee Atkinson Senior Vice President.

SIGNATURE

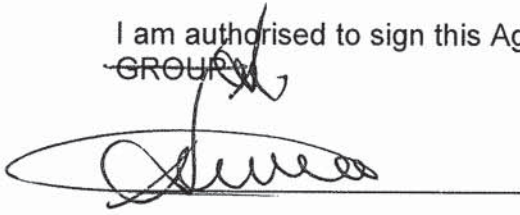
PRINT NAME AND TITLE

Address: level 5 / 222 Kings Way South Melbourne
3205.

Date: 8th November 2019

I am authorised to sign this Agreement on behalf of MARYVALE PRIVATE HOSPITAL

~~GROUP~~



SIGNATURE

KERRY SNARE CEO/DON

PRINT NAME AND TITLE

Address: 286 Maryvale Road
MORWELL VIC 3840

Date: 6 November 2019

		FFPOA 1 Jan 19	FFPOA 1 July 19	FFPOA 1 Jan 20	FFPOA 1 July 20	FFPOA 1 Jan 21	FFPOA 1 July 21	FFPOA 1 Jan 22	FFPOA 1 July 22	FFPOA 1 Jan 23
	1st yr of exp	918.45	936.82	955.56	974.67	999.03	1024.01	1049.61	1070.60	1086.66
	2nd yr of exp	924.63	943.12	961.99	981.22	1005.76	1030.90	1056.67	1077.81	1093.97
	3rd yr of exp	931.1	949.72	968.72	988.09	1012.79	1038.11	1064.07	1085.35	1101.63
	4th yr of exp	937.08	955.82	974.94	994.44	1019.30	1044.78	1070.90	1092.32	1108.70
	5th yr of exp	943.37	962.24	981.48	1001.11	1026.14	1051.79	1078.09	1099.65	1116.14
	6th yr of exp	948.59	967.56	986.91	1006.65	1031.82	1057.61	1084.05	1105.73	1122.32
	Wage/Skill Group 6									
	1st yr of exp	929.22	947.80	966.76	986.10	1010.75	1036.02	1061.92	1083.16	1099.40
	2nd yr of exp	930.7	949.31	968.30	987.67	1012.36	1037.67	1063.61	1084.88	1101.15
	3rd yr of exp	942.07	960.91	980.13	999.73	1024.73	1050.34	1076.60	1098.13	1114.61
	4th yr of exp	948.37	967.34	986.68	1006.42	1031.58	1057.37	1083.80	1105.48	1122.06
	5th yr of exp	954.65	973.74	993.22	1013.08	1038.41	1064.37	1090.98	1112.80	1129.49
	6th yr of exp	959.88	979.08	998.66	1018.63	1044.10	1070.20	1096.96	1118.89	1135.68
	Wage/Skill Group 7									
	1st yr of exp	952.48	971.53	990.96	1010.78	1036.05	1061.95	1088.50	1110.27	1126.92
	2nd yr of exp	958.84	978.02	997.58	1017.53	1042.97	1069.04	1095.77	1117.68	1134.45
	3rd yr of exp	965.37	984.68	1004.37	1024.46	1050.07	1076.32	1103.23	1125.29	1142.17
	4th yr of exp	971.64	991.07	1010.89	1031.11	1056.89	1083.31	1110.39	1132.60	1149.59
	5th yr of exp	977.98	997.54	1017.49	1037.84	1063.79	1090.38	1117.64	1139.99	1157.09
	6th yr of exp	983.17	1002.83	1022.89	1043.35	1069.43	1096.17	1123.57	1146.04	1163.23
	Wage/Skill Group 8									
	1st yr of exp	971.87	991.31	1011.13	1031.36	1057.14	1083.57	1110.66	1132.87	1149.86
	2nd yr of exp	978.04	997.60	1017.55	1037.90	1063.85	1090.45	1117.71	1140.06	1157.16
	3rd yr of exp	984.37	1004.06	1024.14	1044.62	1070.74	1097.51	1124.94	1147.44	1164.65
	4th yr of exp	990.62	1010.43	1030.64	1051.25	1077.54	1104.47	1132.09	1154.73	1172.05
	5th yr of exp	996.89	1016.83	1037.16	1057.91	1084.36	1111.46	1139.25	1162.04	1179.47
	6th yr of exp	1002.1	1022.14	1042.58	1063.44	1090.02	1117.27	1145.20	1168.11	1185.63
	Wage/Skill Group 9									
	1st yr of exp	997.54	1017.49	1037.84	1058.60	1085.06	1112.19	1139.99	1162.79	1180.24
	2nd yr of exp	1003.88	1023.96	1044.44	1065.33	1091.96	1119.26	1147.24	1170.18	1187.74
	3rd yr of exp	1010.4	1030.61	1051.22	1072.24	1099.05	1126.53	1154.69	1177.78	1195.45
	4th yr of exp	1016.68	1037.01	1057.75	1078.91	1105.88	1133.53	1161.87	1185.10	1202.88
	5th yr of exp	1022.96	1043.42	1064.29	1085.57	1112.71	1140.53	1169.04	1192.42	1210.31

		FFPPOA 1 Jan 19	FFPPOA 1 July 19	FFPPOA 1 Jan 20	FFPPOA 1 July 20	FFPPOA 1 Jan 21	FFPPOA 1 July 21	FFPPOA 1 Jan 22	FFPPOA 1 July 22	FFPPOA 1 Jan 23
	1st yr of exp	1170.17	1193.57	1217.44	1241.79	1272.84	1304.66	1337.28	1364.02	1384.48
	2nd yr of exp	1175.88	1199.40	1223.39	1247.85	1279.05	1311.03	1343.80	1370.68	1391.24
	3rd yr of exp	1182.09	1205.73	1229.85	1254.44	1285.80	1317.95	1350.90	1377.92	1398.59
	4th yr of exp	1186.58	1210.31	1234.52	1259.21	1290.69	1322.96	1356.03	1383.15	1403.90
	5th yr of exp	1191.09	1214.91	1239.21	1263.99	1295.59	1327.98	1361.18	1388.41	1409.23
Grade 4										
	1st yr of exp	1252.5	1277.55	1303.10	1329.16	1362.39	1396.45	1431.36	1459.99	1481.89
	2nd yr of exp	1258.23	1283.39	1309.06	1335.24	1368.62	1402.84	1437.91	1466.67	1488.67
	3rd yr of exp	1264.35	1289.64	1315.43	1341.74	1375.28	1409.66	1444.91	1473.80	1495.91
	4th yr of exp	1266.36	1291.69	1317.52	1343.87	1377.47	1411.90	1447.20	1476.15	1498.29
	5th yr of exp	1271.2	1296.62	1322.56	1349.01	1382.73	1417.30	1452.73	1481.79	1504.02

Anaesthetic Technician		FFPPOA 1 Jan 19	FFPPOA 1 July 2019	FFPPOA 1 Jan 20	FFPPOA 1 July 2020	FFPPOA 1 Jan 21	FFPPOA 1 July 2021	FFPPOA 1 Jan 22	FFPPOA 1 July 2022	FFPPOA 1 Jan 23
		\$								
Grade 1		1079.34	1100.93	1122.95	1145.40	1174.04	1203.39	1233.48	1258.14	1277.02
Grade 2		1152.34	1175.39	1198.89	1222.87	1253.44	1284.78	1316.90	1343.24	1363.39
Grade 3		1236.71	1261.44	1286.67	1312.41	1345.22	1378.85	1413.32	1441.58	1463.21
Grade 4		1312.71	1338.96	1365.74	1393.06	1427.88	1463.58	1500.17	1530.17	1553.13

ALLOWANCES		Per Shift								
		\$								
		FFPPOA 1 Jan 19	FFPPOA 1 July 2019	FFPPOA 1 Jan 20	FFPPOA 1 July 2020	FFPPOA 1 Jan 21	FFPPOA 1 July 2021	FFPPOA 1 Jan 22	FFPPOA 1 July 2022	FFPPOA 1 Jan 23
On call (per 12 hr period)		22.04	22.48	22.93	23.39	23.97	24.57	25.19	25.69	26.08
Morning/Afternoon shift		22.19	22.63	23.09	23.55	24.14	24.74	25.36	25.87	26.25
Change of shift		35.29	36.00	36.72	37.45	38.39	39.35	40.33	41.14	41.75
Change of roster		22.04	22.48	22.93	23.39	23.97	24.57	25.19	25.69	26.08
Night Shift		50.64	51.65	52.69	53.74	55.08	56.46	57.87	59.03	59.91

		FFPPOA 1 Jan 19	FFPPOA 1 July 19	FFPPOA 1 Jan 20	FFPPOA 1 July 20	FFPPOA 1 Jan 21	FFPPOA 1 July 21	FFPPOA 1 Jan 22	FFPPOA 1 July 22	FFPPOA 1 Jan 23
Laundry allowance	Per day	0.44	0.45	0.46	0.47	0.48	0.49	0.50	0.51	0.52
	Per week	2.21	2.25	2.30	2.35	2.40	2.46	2.53	2.58	2.61
Uniform allowance	Per day	1.41	1.44	1.47	1.50	1.53	1.57	1.61	1.64	1.67
	Per week	7.17	7.31	7.46	7.61	7.80	7.99	8.19	8.36	8.48
Tool allowance	Per week	\$11.45	11.68	11.91	12.15	12.45	12.77	13.09	13.35	13.55
Meal allowance		\$13.29	13.56	13.83	14.10	14.46	14.82	15.19	15.49	15.72
Further meal allowance		\$11.98	12.22	12.46	12.71	13.03	13.36	13.69	13.96	14.17
Meal allowance – Saturday, Sunday or more than 5 hours by a shiftworker on an RDO		\$10.56	10.77	10.99	11.21	11.49	11.77	12.07	12.31	12.49
Further meal allowance - Saturday, Sunday or more than 5 hours by a shiftworker on an RDO		\$8.44	8.61	8.78	8.96	9.18	9.41	9.65	9.84	9.99

IN THE FAIR WORK COMMISSION

FWC Matter No:

AG2019/4243

Applicant:

Maryvale Private Hospital

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Kerry Snare, Chief Executive Officer/Director of Nursing for Maryvale Private Hospital, have the authority given to me by Maryvale Private Hospital to provide the following undertakings with respect to Clause 48 (Apprentices) of the *Maryvale Private Hospital Support Services Enterprise Agreement 2019* ('the Agreement'):

1. Maryvale Private Hospital undertakes that sub-clause 48(a) will be deleted and replaced as follows:

(a) Apprentice Cook

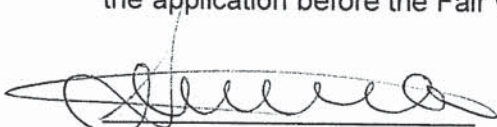
1st year of experience	55%
2nd year of experience	65%
3rd year of experience	80%
4th year of experience	95%

The above percentages are applied to Trade Cook, Year 1 (Wage Skill Group 7, Year 1).

2. Maryvale Private Hospital undertakes that sub-clause 48(b) will be deleted and replaced as follows:

(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 85% of the Trade Cook, Year 1 (Wage Skill Group 7, Year 1).

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

2nd December 2019

Date