



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

St John of God Hawkesbury District Health Campus Limited
(AG2017/3186)

ST JOHN OF GOD HEALTH CARE HAWKESBURY DISTRICT HEALTH SERVICE HEALTH PROFESSIONALS, SUPPORT SERVICES AND MEDICAL OFFICERS ENTERPRISE AGREEMENT 2017

Health and welfare services

COMMISSIONER HARPER-GREENWELL

MELBOURNE, 8 DECEMBER 2017

Application for approval of the St John of God Health Care Hawkesbury District Health Service Health Professionals, Support Services and Medical Officers Enterprise Agreement 2017.

[1] An application has been made for approval of an enterprise agreement known as the *St John of God Health Care Hawkesbury District Health Service Health Professionals, Support Services and Medical Officers Enterprise Agreement 2017*. (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by St John of God Hawkesbury District Health Campus Limited. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[4] The Australian Salaried Medical Officers' Federation and the Health Services Union, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[5] The Agreement was approved on 8 December 2017 and, in accordance with s.54, will operate from 15 December 2017. The nominal expiry date of the Agreement is 30 June 2020.



COMMISSIONER

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Annexure A



5th December 2017

Commissioner Harper-Greenwell
Fair Work Commission
11 Exhibition St
Melbourne VICTORIA 3000

Via email to member.assist@fwc.gov.au

Dear Commissioner,

AG2017/3186 - Application for approval of the St John of God Health Care Hawkesbury District Health Service Health Professionals, Support Services and Medical Officers Enterprise Agreement 2017

I refer to correspondence related to the above matter in which you sought undertakings in relation to the application of Clause F9 of the Agreement.

I can confirm that:

- If, on the termination of the Caregiver's employment, Time in Lieu has not been taken, it is to be paid out at the appropriate overtime rate based on the rates applying at the time payment is made.

I refer to correspondence related to the above matter in which you sought undertakings in relation to the provision of specific allowances that appear in the Health Professionals and Support Services Modern Award 2010 but not in the above Agreement.

I can confirm that the following will apply:

- Occasional Interpreting Allowance – The Employer will not require Administration, Maintenance and other Support Services Caregivers to perform interpreting duties. This allowance will therefore not apply.
- Heat Allowance - Where work continues for more than two hours in temperatures exceeding 46 degrees Celsius Administration, Maintenance and other Support Services Caregivers will be entitled to 20 minutes rest after every two hours work without deduction of pay. It will be the responsibility of the Employer to ascertain the temperature.
- Blood Check Allowance – Any Administration, Maintenance and other Support Services Caregivers exposed to radiation hazards in the course of their work will be entitled to a blood count as often as is considered necessary and will be reimbursed for any out of pocket expenses arising from such test.
- Telephone Allowance - Where the Employer requires Administration, Maintenance and

other Support Services Caregivers to install and/or maintain a telephone for the purpose of being on call, the Employer will refund the installation costs and the subsequent rental charges on production of receipted accounts.

- Tool Allowance - The Employer will provide all necessary tools to Chef and Cook Caregivers. This allowance will therefore not apply.

Yours sincerely,



Rob Pini
Group Manager Industrial Relations



**St John of God Health Care Hawkesbury District Health
Service Health Professionals, Support Services and
Medical Officers Enterprise Agreement 2017**

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A. GENERAL

A1. INTRODUCTION

St John of God Health Care is committed to the dignity and worth of each person. We believe that work is a major forum in which we express and develop our dignity and grow towards fullness in human living.

We believe that conditions of work must be such that each person has the freedom and resources needed for growth and development towards wholeness.

St John of God Health Care is committed to the development and maintenance of an organisational culture that is person focused, committed to the Christian ministry of healing, and to the processes of Quality Caring.

St John of God Health Care has an organisational culture that promotes, encourages and facilitates individual and organisational growth and development towards quality service provision. It allows for flexibility and mutuality in the arrangements of working conditions.

It is a culture that leads to greater job satisfaction and ever improving quality of patient care and services.

A2. NAME OF AGREEMENT

This Agreement shall be called the St John of God Health Care Hawkesbury District Health Service Health Professionals, Support Services and Medical Officers Enterprise Agreement 2017.

A3. PARTIES TO THE AGREEMENT

The parties to be covered this Agreement shall be:

- a. St John of God Health Care Hawkesbury District Health Service ('the Employer') and;
- b. the HSU New South Wales Branch ("HSU") and;
- c. the Australian Salaried Medical Officers' Federation New South Wales ("ASMOF") and;
- d. all Caregivers who are employed in the classifications listed in Schedule One at St John of God Health Care Hawkesbury District Health Service.

A4. DATE AND DURATION

- a. This Agreement will commence seven days after it is approved by the Fair Work Commission and will operate until its nominal expiry date on 30 June 2020.
- b. The parties will commence negotiations on a successor for this Agreement at least six months before its nominal termination date.

A5. RELATIONSHIP WITH POLICIES, LEGISLATION AND AWARDS

- a. This Agreement will be read as a stand-alone agreement to the exclusion of all other Awards and Agreements.
- b. Caregivers are required to perform their duties in accordance with the Fair Work Act 2009 ('the Act'), this Agreement, and policies and procedures as determined by the Employer from time to time. Such policies and procedures do not form part of this Agreement.

A6. THE NATIONAL EMPLOYMENT STANDARDS (THE STANDARDS)

The National Employment Standards apply to Caregivers covered by this Agreement, except where this Agreement provides for a more favourable outcome for the Caregiver in a particular respect.

A7. INTRODUCTION OF CHANGE

- a. This term applies if the Employer:
 - (i) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Caregivers; or
 - (ii) proposes to introduce a change to the regular roster or ordinary hours of work of Caregivers.

Major change

- b. For a major change referred to in paragraph a.(i):
 - (i) the Employer must notify the relevant Caregivers of the decision to introduce the major change; and
 - (ii) subclauses (c) to (i) apply.
- c. The relevant Caregivers may appoint a representative which may be a representative from the Union for the purposes of the procedures in this term.
- d. If:
 - (i) a relevant Caregiver appoints, or relevant Caregivers appoint, a representative for the purposes of consultation; and
 - (ii) the Caregiver or Caregivers advise the Employer of the identity of the representative;
 - (iii) the Employer must recognise the representative.
- e. As soon as practicable after making its decision, the Employer must:
 - (i) discuss with the relevant Caregivers:
 - (a) the introduction of the change; and

- (b) the effect the change is likely to have on the Caregivers; and
 - (c) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Caregivers; and
- (ii) for the purposes of the discussion - provide, in writing, to the relevant Caregivers:
 - (a) all relevant information about the change including the nature of the change proposed; and
 - (b) information about the expected effects of the change on the Caregivers; and
 - (c) any other matters likely to affect the Caregivers.
- f. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Caregivers.
- g. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Caregivers.
- h. If a term in this 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 Caregivers** if it results in:
 - (i) the termination of the employment of Caregivers; or
 - (ii) major change to the composition, operation or size of the Employer's workforce or to the skills required of Caregivers; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain Caregivers; or
 - (vi) the need to relocate Caregivers to another workplace; or
 - (vii) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- j. For a change referred to in paragraph a. (ii):
 - (i) the Employer must notify the relevant Caregivers of the proposed change; and
 - (ii) subclauses k to o apply.

- k. The relevant Caregivers may appoint a representative for the purposes of the procedures in this term.
- l. If:
 - (i) a relevant Caregiver appoints, or relevant Caregivers appoint, a representative for the purposes of consultation; and
 - (ii) the Caregiver or Caregivers advise the Employer of the identity of the representative;

the Employer must recognise the representative.
- m. As soon as practicable after proposing to introduce the change, the Employer must:
 - (i) discuss with the relevant Caregivers the introduction of the change; and
 - (ii) for the purposes of the discussion—provide to the relevant Caregivers:
 - (a) all relevant information about the change, including the nature of the change; and
 - (b) information about what the Employer reasonably believes will be the effects of the change on the Caregivers; and
 - (c) information about any other matters that the Employer reasonably believes are likely to affect the Caregivers; and
 - (iii) invite the relevant Caregivers to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- n. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Caregivers.
- o. The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Caregivers.

In this term:

Relevant Caregivers means the Caregivers who may be affected by a change referred to in subclause a.

A8. WORKLOAD MANAGEMENT

- a. The Employer is committed to ensuring staffing levels and workload are appropriate in order to ensure the delivery of quality patient and client care and a safe working environment.
- b. To ensure that Caregiver concerns involving excessive workload is effectively dealt with by management, the following procedure should be applied:
 - (i) Caregiver should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.

- (ii) If a solution cannot be identified, the matter should be referred to the Director for review and response within 72 hours.
- c. The outcome , including any proposed solution will be recorded in writing and provided to Caregiver/s within 72 hours.
- d. If a solution cannot be identified by the supervisor and staff member or After Hours Manager and staff member, the Caregiver should put their concerns in writing and refer the matter to the Director for further discussion.
- e. Further communication and any proposed solution will be recorded in writing and provided to the Caregivers within 72 hours.

A9. DISPUTE RESOLUTION

- a. In the event of a dispute in relation to a matter arising under this agreement or the National Employment Standards ("NES"), in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the Caregiver or Caregivers concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the Caregiver or Caregivers concerned and more senior levels of management as appropriate.
- b. A party to the dispute may appoint another person, organisation or association, which may be a union representative including ASMOF and/or HSU, 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 Fair Work Commission for resolution by conciliation and, where the matter in dispute remains unresolved, arbitration.
- d. It is a term of this agreement that while the dispute resolution procedure is being conducted work shall continue normally unless a Caregiver has a reasonable concern about an imminent risk to his or her health or safety.
- e. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

B. DEFINITIONS

B1. INTRODUCTION

These definitions are made in accordance with the Act. Where there is an inconsistency between a definition in this Agreement and a definition found in the Act, the definition in the Act will apply to the extent of the inconsistency.

B2. GENERAL DEFINITIONS

For the purposes of this Agreement:

Act means the *Fair Work Act 2009 (Cth)*.

Agreement means this Enterprise Agreement.

ASMOF means the Australian Salaried Medical Officers' Federation.

Basic rate of pay means the Caregiver's contracted hourly rate of pay as varied from time to time and does not include loadings, allowances, penalty rates or any other similar separately identifiable entitlements.

Caregiver means an Employee employed by the Employer and covered by this Agreement.

Day Worker means a Caregiver who works their ordinary hours of work between 6.00 am and 6.00 pm Monday to Friday.

Employer means St John of God Health Care Hawkesbury District Health Service.

Employment Classifications means the Employment Classifications set out in Part E of this Agreement.

HSU means the Health Services Union (NSW).

Immediate family means, consistent with the *Fair Work Act 2009 (Cth)*:

A spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Caregiver; or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Caregiver.

Spouse includes a former spouse.

De facto partner of a Caregiver:

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

National Employment Standards (NES) means the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009 (Cth)*.

Ordinary Hours means the hours specified in clause F1 of this Agreement.

Shift Worker is a Caregiver who is regularly rostered to work their ordinary hours outside the ordinary hours of work of a Day Worker.

Union means HSU and/or ASMOF.

C. EMPLOYMENT RELATIONSHIP

C1. ENGAGEMENT

The Employer must write to each Caregiver stating their terms of engagement, and in particular whether they are a full-time, part-time, casual or maximum term Caregiver.

C2. EMPLOYMENT SCREENING

- a. The Caregiver will participate in all relevant employment screening required to be undertaken by the Employer in accordance with the Employer's policies and at law, including National Criminal Record Checks and Working with Children Checks. The costs involved in any such screening procedures should be borne by the Caregiver.
- b. The Caregiver will disclose to the Employer all things that could impair the Caregiver's position of trust and integrity including any criminal convictions or charges that could be relevant to the Caregiver's employment.
- c. The Caregiver will disclose to the Employer any notifiable disease or medical conditions that could impact on the Caregiver's position whilst providing care services to clients.

C3. MINIMUM TERM OF ENGAGEMENT

- a. Caregivers (other than casual Caregivers) will be subject to a three month probationary period.
- b. If a Caregiver is absent from work during the probationary period for any reason, the probationary period may be extended by a period equal to the period of the absence by notice in writing.
- c. If the Employer is not satisfied with the Caregiver's performance during the probationary period, the Employer may extend the probationary period for a further period of up to three months by notice in writing.
- d. Probationary periods do not affect, and are separate to, the minimum employment period in the Act.

C4. EMPLOYMENT CATEGORIES

- a. Caregivers may be employed in any of the following employment categories:
 - (i) Permanent (Full-Time or Part-Time)
 - (ii) Maximum Term (Full-Time or Part-Time)
 - (iii) Casual
 - (iv) Apprentice
- b. A **Full-Time Caregiver** is employed to work either a full-time week of 38 hours or an average of 38 hours over a four-week period.

- c. A **Part-Time Caregiver** is employed to work a regular number of hours of less than 38 hours per week averaged over a fortnight.

A Part-Time Caregiver will accrue entitlements provided for in this Agreement on a pro-rata basis in the same proportion as their ordinary hours of work bear to full-time hours.

- d. A **Maximum Term Caregiver** is employed for a maximum term, task or project on either a full-time or part-time basis. Salary Packaging is available to Maximum Term Caregivers (refer to Clause H3).

- e. A **Casual Caregiver** is employed on an hourly basis:

- (i) as and when required and;
- (ii) will be paid for actual time worked;
- (iii) is not entitled to payment for public holidays not worked, nor payment for paid leave of any type (other than long service leave), nor leave loading and severance payments;
- (iv) is not covered by clause F13 - Rosters;
- (v) can be terminated by notice to the end of the current shift worked.

- f. An **Apprentice** is a Caregiver who is serving a period of training under a training contract for the purpose of rendering him or her fit to be a qualified worker in the industry. An Apprentice must not be permitted or required to perform work that would prevent the Apprentice from attending classes at his or her relevant training establishment.

C5. ANNUAL REVIEW OF HOURS FOR PART-TIME AND CASUAL CAREGIVERS

- a. A Part-Time Caregiver may request the Employer to review their hours of work once each year. Where the Caregiver is regularly working more than their specified contract hours at the request of the Employer, the contract hours may be reasonably adjusted by the Employer taking into account the following:

- (i) the operational requirements of;
- (ii) the pattern of hours;
- (iii) whether the increase in hours is as the direct result of a Caregiver being absent on leave;
- (iv) whether the increase in hours is due to a temporary increase in hours, for example because of the specific needs of a client or service.
- (v) The need to review the minimum hours will be initiated by the Caregiver in writing, based on their period of employment and their desire to have the contracted hours reviewed.

- b. A Casual Caregiver who has worked on a regular and systematic basis over a period of 26 weeks has the right to request conversion to permanent employment:

- (i) on a full-time basis, where the Caregiver has worked on a full-time basis throughout the period of casual employment; or
 - (ii) on a part-time basis where the Caregiver has worked on a 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 Caregiver.
- c. The Employer may consent to or refuse the request, but must not unreasonably withhold agreement to such a request taking into account the following:
 - (i) the operational requirements;
 - (ii) the pattern of hours;
 - (iii) whether the increase in hours is as the direct result of a Caregiver being absent on leave;
 - (iv) whether the increase in hours is due to a temporary increase in hours, for example because of the specific needs of a resident, patient, service or client.

C6. LABOUR FLEXIBILITY AND MIXED FUNCTIONS

A Caregiver may be directed to carry out duties that are within the limits of the Caregiver's skill, competence and training, and use the tools and equipment required, provided the Caregiver has the relevant skills and competence and has been properly trained.

C7. UNION WORKPLACE DELEGATE LEAVE

- a. The Employer recognises the right of all Caregivers to join a union, to access meaningful union representation, to participate collectively in workplace issues, and to collectively bargain through their union
- b. The Employer will recognise workplace delegates from the HSU and ASMOF.
- c. A workplace delegate shall be released to attend an Annual Conference, training or seminars to a maximum of three days paid leave in a calendar year with the following conditions.
 - (i) two weeks period of notice provided to the Employer
 - (ii) the taking of leave is arranged having regard to the operational requirements of the Employer
 - (iii) this leave shall be paid at the ordinary time rate of pay and shall count as service for all purposes for this Agreement
- d. Workplace delegates will be provided with reasonable access to telephone, internet, email, facsimile, photocopying, notice boards and meeting facilities (where available) for the purpose of carrying out work as a recognised workplace delegates including consulting with workplace colleagues and their union.

D. FLEXIBLE WORK ARRANGEMENTS

D1. INTRODUCTION

The Employer seeks to be a responsive, flexible organisation providing excellent care to its patients, and clients. Support will be given to Caregivers in balancing their work and life commitments as far as practicable, taking into consideration the Caregiver's personal situation and the operational needs of the Employer. It is recognised that balancing these needs will create a more effective, productive and harmonious workplace.

Work Life Balance initiatives include:

- (i) Part-time work;
- (ii) Career breaks;
- (iii) Job-share;
- (iv) 'Purchased' extra leave;
- (v) Paid maternity and adoption leave;
- (vi) Flexible return to work options;
- (vii) Transition to retirement for mature-aged Caregivers.

D2. FLEXIBLE WORK ARRANGEMENTS

A Caregiver who is a parent, or who has the responsibility for the care, of a child may have a right to request Flexible Working Arrangements as outlined in the NES. These flexible working arrangements may include changes in the hours of work, changes in the patterns of work and changes in the location of work.

D3. FLEXIBLE WORK PATTERNS

Caregivers who do not fit the eligibility criteria to request flexible working arrangements under the NES have the opportunity to request flexible working arrangements to suit their personal circumstances. After receiving a written request, the Employer may agree to temporarily change the pattern of working hours of the Caregiver on the following terms:

- (i) The Employer cannot be compelled to agree to such a request;
- (ii) The arrangement must not change or affect any other Caregiver's number or pattern of working hours unless by mutual agreement between the Caregivers concerned;
- (iii) For operational reasons, the Employer may require the Caregiver to revert to the original work pattern. The Employer will provide 14 days notice of this change.

D4. FLEXIBLE WORK PRACTICES

- a. An Employer and Caregiver covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (i) the agreement deals with one or more of the following matters:
 - (a) arrangements about when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances;
 - (e) leave loading; and
 - (ii) the arrangement meets the genuine needs of the Employer and Caregiver in relation to one or more of the matters mentioned in subclause (a); and
 - (iii) the arrangement is genuinely agreed to by the Employer and Caregiver.
- 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) results in the Caregiver being better off overall than the Caregiver 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 Caregiver; and
 - (iii) is signed by the Employer and Caregiver and if the Caregiver is under 18 years of age, signed by a parent or guardian of the Caregiver; and
 - (iv) includes details of:
 - (a) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (b) how the arrangement will vary the effect of the terms; and
 - (c) how the Caregiver will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (d) the day on which the arrangement commences.

- d. The Employer must give the Caregiver a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- e. The Employer or Caregiver 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 Caregiver agree in writing – at any time.

E. EMPLOYMENT CLASSIFICATIONS

E1. INTRODUCTION

- a. All Employment Classifications have been placed into the relevant streams outlined in E3.
- b. Where classification levels are divided into increments, Caregivers may progress through these increments upon meeting the set criteria.
- c. The Employer must advise Caregivers of their Employment Classification at the commencement, at the start of their employment and upon appointment to a different Employment Classification.

E2. RECOGNITION OF SERVICE AND EXPERIENCE

- a. The Employer will recognise service and experience that is of a similar nature with another Employer to the Caregiver's current employment with the Employer only for the purposes of classifying Caregivers in Employment Classifications where there are progression criteria.
- b. The Employer will recognise the prior service and experience, and/or the concurrent service of a Caregiver with other Employers, upon production of documentary evidence satisfactory to the Employer.
- c. The Caregiver's new classification will apply from the date the evidence is received by the Employer.
- d. The Caregiver's classification will be back-dated for prior service if the evidence is received by the Employer within three months of the Caregiver's initial engagement.

E3. CLASSIFICATION DESCRIPTORS

1. GENERAL EMPLOYMENT CLASSIFICATIONS

The Employment Classifications are not intended to, and do not constitute the full position descriptions for each position. Position requirements, and not individual qualifications, will be the primary determination of a Caregiver's appropriate Employment Classification.

Clerical & Administration

A Caregiver will be graded in the grade where the principal function of their employment, as determined by the Employer, is of a clerical nature and is described hereunder.

Clerical & Administration - Grade 1

A Grade 1 position is described as follows:

- The Caregiver may work under direct supervision with regular checking of progress.
- A Caregiver at this grade applies knowledge and skills to a limited range of tasks. The choice of actions required is clear.

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

Indicative tasks of a Grade 1 position are:

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

Clerical & Administration - Grade 2

Grade 2 position is described as follows:

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

Indicative tasks of a Grade 2 position are:

Unit	Element
Information Handling	Update and modify existing organisational records Remove inactive files Copy data on to standard forms
Communication	Respond to incoming telephone calls Make telephone calls Draft simple correspondence
Enterprise	Provide information from own function area Re-direct inquiries and/or take appropriate follow-up action Greet visitors and attend to their needs
Technology	Operate equipment Identify and/or rectify minor faults in equipment Edit and save information Produce document from written text using standard format Shutdown equipment
Organisational	Organise own work schedule Know roles and functions of other Caregivers
Team	Participate in identifying tasks for team

	Complete own tasks Assist others to complete tasks
Business Financial	Reconcile invoices for payment to creditors Prepare statements for debtors Enter payment summaries into journals Post journals to ledger

Clerical & Administration - Grade 3

A Grade 3 position is described as follows:

- The Caregiver may work under limited supervision with checking related to overall progress.
- A Caregiver at this grade applies knowledge with depth in some areas and a broad range of skills. Usually work will be performed within routines, methods and procedures where some discretion and judgement is required.

Indicative tasks of a Grade 3 position are:

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

Clerical & Administration - Grade 4

A Grade 4 position is described as follows:

- The Caregiver may be required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved.
- A Caregiver at this grade applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, the range and choice of actions required will usually be complex.
- A Caregiver at this grade applies competencies usually applied within routines, methods and procedures where discretion and judgement is required for both self and others.

Indicative tasks of a Grade 4 position are:

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

Clerical & Administration - Grade 5

A Grade 5 position is described as follows:

- The Caregiver may be supervised by professional staff and may be responsible for the planning and management of the work of others.
- A Caregiver at this grade applies knowledge with substantial depth in some areas, and a range of skills, which may be varied or highly specific. The Caregiver may receive assistance with specific problems.
- A Caregiver at this grade applies knowledge and skills independently and non-routinely. Judgement and initiative are required.

Indicative tasks of a Grade 5 position are:

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

Central Sterile Supply Department (CSSD)

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

Sterilisation Technician - Grade 2 means a Caregiver who has completed a relevant Certificate III level qualification or has relevant experience deemed equivalent by the Employer and is performing more complex tasks than those of a Grade 1. A Caregiver at this level may assist in the supervision of the department or section on an ad hoc basis.

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

This is an appointed supervisory level where the Caregiver supervises the day-to-day operations of the department but this would not extend to overall management of the department such as budgeting and preparing staff performance reviews.

Sterilisation Technician - Grade 4 means a Caregiver who performs all duties of a Grade 3 and performs the role of preceptor for training of other staff in the cleaning and disinfection of flexible endoscopes. They will have completed training such as the HICMR Flexible Endoscopy / Ultrasound Probes Infection Prevention and Control Management Program and the relevant skills assessment/s and will undertake yearly certification to ensure skills are maintained. Caregivers at this level will be a member of the relevant professional body/s, e.g. GENCA / ACORN / SRACA / ASUM / ASA / CSANZ.

Maintenance

Electrician means a tradesperson in an electrical trade who holds a relevant electrical contractors licence or other qualification considered by the Employer to be equivalent.

Fitter means a person appointed as such who is a tradesperson of one or more of the following classes: mechanical fitter, pipe fitter on refrigeration work and/or high pressure work which includes live steam and hydraulic press work.

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

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

Handyperson means a person who carries out repairs of a minor nature. Where tradesperson are not employed and the handyperson is required to perform the work of a tradesperson, the Caregiver must be paid wages applicable to the trade for the time so spent.

Plumber means a person appointed as such and without limited the ordinary meaning of 'plumbing', who is engaged on work including, chemical plumbing, oxy-welding, electric welding and brazing applicable to plumbing work, gas fitting, maintenance, installations and repair of hot and cold water services and hot water and/or steam heating services, air conditioning plants, the making up, fitting and installation of sewage and sewage systems in, galvanised iron, cast iron or any other material which supersedes the materials usually used by plumbers, the fixing of roofing, spouting, downpipes, gutters, valleys, ridging and flashings in any metal or any material, and the fixing, maintenance and repair of metal drain pipes and vent pipes to any building.

Operating Theatre

Operating Theatre Assistant Grade 1 means a Caregiver appointed to undertake the following duties that has less than 12 months full time equivalent experience.

- Operating Theatre requirements according to surgical lists.
- Perform patient transfers and positioning for surgical procedures.
- Perform logging and reporting of theatre equipment repairs.

- Demonstrate correct manual handling procedure and 'no lift' compliance.
- Respond to medical emergencies in relation to their role in theatres.
- Perform and assist with cleaning tasks within the Operating Theatre environment.
- General trouble shooting of equipment problems.

A Caregiver at this grade is under the direct supervision of the Operating Theatre Manager, Nurse Unit Managers and/or a more senior Operating Theatre Assistant.

Operating Theatre Assistant Grade 2 means a Caregiver who in addition to performing the duties of a Grade 1 Operating Theatre Assistant has more than 12 months full time experience. A Caregiver at this grade is under the direct supervision of the Operating Theatre Manager, Nurse Unit Managers and/or a more senior Operating Theatre Assistant.

Operating Theatre Assistant Grade 3 means a Caregiver who in addition to duties of a Grade 2 has successfully completed a Certificate IV in the relevant field recognised by the Australian National Training Association or who holds a qualification deemed appropriate by the Employer. They must also have completed the equivalent of 2 years full time experience. In addition to the duties of a Grade 2, a Caregiver at this grade will:

- Set-up complicated equipment – special operating tables etc.
- Set-up of Endoscopy Towers

A Caregiver at this grade is under the direct supervision of the Operating Theatre Manager and/or Nurse Unit Managers.

Allied Health

Allied Health Assistant means a person who, under the direct supervision of allied health professionals, assists in delivering a patient's prescribed treatment program, promotes therapy objectives, and assists in general team and administrative duties within allied health discipline departments as required.

Community Care Aide assists clients with personal care, domestic duties, transport and exercise programs as directed by the therapy team. The role also includes a significant component of essential administrative duties.

Psychologist means a person appointed as such who possesses an appropriate degree of a recognised university or college of advanced education and who is registered with the Psychologists Board of Australia/AHPRA.

Health Professional Grade 1 - Interns and New Graduates

Health professionals employed at Grade 1 are newly qualified Caregivers. Health professionals at this grade are beginning practitioners who are developing their skills and competencies.

Grade 1 caregivers are responsible and accountable for providing a professional level of service to the health facility.

Grade 1 caregivers work under discipline specific professional supervision.

Grade 1 caregivers exercise professional judgement commensurate with their years of experience, as experience is gained, the level of professional judgement increases and direct professional supervision decreases.

Grade 1 caregivers participate in quality activities and workplace education.

After working as a health professional for 12 months, Grade 1 caregivers may be required to provide supervision to undergraduate student on observational placements and to work experience students.

Minimum commencing salaries at Grade 1 are as follows:

Caregivers who hold an appropriate degree, or other approved equivalent qualification, requiring three years of full time study shall commence on the Grade 1, Year 1 salary.

Caregivers who hold an appropriate degree, or other approved equivalent qualification requiring more than three years full time study shall commence on the Grade 1, Year 2 salary.

Caregivers who have completed an undergraduate degree and a masters degree, or other approved equivalent qualifications requiring more than four years of combined full time study shall commence on the Grade 1, Year 3 salary.

Salary progression within Years will occur following 12 months satisfactory service.

Health Professional Grade 2 – Clinician

Progression to Grade 2 from Grade 1 is automatic following completion of 12 months satisfactory service at the Grade 1 Year 4 salary step.

Grade 2 health professionals are expected to have obtained respective new practitioner competencies and to perform duties in addition to those at Grade 1

Health professionals at this grade are competent independent practitioners who have 3 years or more clinical experience in their profession and work under minimal direct professional supervision.

Positions at this grade are required to exercise independent professional judgement on routine matters. They may require direct professional supervision from more senior caregivers when performing novel, complex or critical tasks.

Grade 2 caregivers may be required to supervise Grade 1 health professionals and technical and support caregivers as required.

Grade 2 health professionals may be required to teach and supervise undergraduate students, including those on clinical placements.

Positions at this grade assist in the development of policies, procedures, standards and practices, participate in quality improvement activities and may participate in clinical research activities as required.

Salary progression within years will occur following 12 months satisfactory service

Health Professional Grade 3 - Senior Clinician

Positions at Grade 3 are on appointment and may have a clinical, education or management focus or may have elements of all three features.

Caregivers working in positions at Grade 3 are experienced clinicians who possess extensive specialist knowledge or a high level of broad generalist knowledge within their discipline.

Grade 3 Caregivers demonstrate advanced reasoning skills and operate autonomously with minimum direct clinical supervision.

Grade 3 caregivers provide clinical services to client groups and circumstances of a complex nature requiring advanced practice skills. They are able to apply professional knowledge and judgement when performing novel, complex or critical tasks specific to their discipline.

Grade 3 caregivers are expected to exercise independent professional judgement when required in solving problems and managing cases where principles, procedures, techniques and methods require expansion, adaptation or modification.

Grade 3 caregivers have the capacity to provide clinical supervision and support to Grade 1 and 2 health professionals, technical and support caregivers. Grade 3 caregivers are involved in planning, implementing, evaluating and reporting on services. Grade 3 caregivers identify opportunities for improvement in clinical practice, develop and lead ongoing quality improvement activities with other caregivers.

The expertise, skills and knowledge of a Grade 3 health professional is such that they may have the responsibility of a consultative role within their area(s) of expertise. Grade 3 caregivers may also conduct clinical research and participate in the provision of clinical in-service education programs to caregivers and students.

Grade 3 caregivers may be required to manage specific tasks or projects.

Unit Head or Team Leader – Grade 3 / 4

A unit head or team leader is responsible for the leadership, guidance and line management of a multi-disciplinary clinical unit or specialist team that may work across a geographic region, zone or clinical network. The work involves supervision of other health professionals or other technical and support staff as well as a clinical load.

Up to 5 other full time equivalent direct reports - health professionals or other technical or support staff – Grade 3

More than 5 - 10 other full time equivalent direct reports - health professionals or other technical or support staff – Grade 4

The criteria for a unit head or team leader will generally rely upon the number of full time equivalent (FTE) health professionals or other technical or support staff supervised, although this does not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff supervised to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

Department Head (Current Allied Health Department Manager) – Grade 5 / 6

A Department head has a clinical, education or management focus or may have elements of all three features. This role manages and directs the delivery of services in a complex clinical setting. They perform novel, complex and critical discipline specific clinical work with a high level of professional knowledge and by the exercise of substantial professional judgement. They undertake work with significant scope and/or complexity and/or undertake professional duties of an innovative, novel and/or critical nature without

direction. Work is usually performed without direct supervision with a discretion permitted within the boundaries of broad guidelines to achieve organisational goals.

"Complex" professional work denotes work which includes various tasks involving different processes and methods that may be unrelated. It depends on analysis of the subject, phase or issues involved in each assignment and the appropriate course of action may have to be selected from the many alternatives. The work involves conditions and elements that must be identified and analysed to discern interrelationships.

"Critical" professional work means a cornerstone or fundamental decision, requiring the exercise of sound professional judgement of the effects of a decision within a particular professional field.

Novel" professional work encompasses work requiring a degree of creativity, originality, ingenuity and initiative and of a type not normally undertaken in a department or organisational unit within a department. The term may refer to the introduction of a new technology or process used elsewhere.

A Department Head at these grades may also be required to maintain a clinical load

- Where a Department Head has up to 15 full time equivalent direct reports - health professionals or other technical and support staff – Grade 5
- Where a Department Head has between 15 - 25 full time equivalent direct reports - health professionals or other technical and support staff – Grade 6

The criteria for a Department Head will generally rely upon the number of full time equivalent (FTE) direct reports within a department. This does not preclude the Employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

Classifications included in the Health Professional structure are:

- **Dietitian** means a Caregiver appointed as such and who has qualifications acceptable to the Dietitians' Association of Australia to be an accredited Practising Dietitian, or who has the qualifications deemed by the Employer to be the equivalent thereof.
- **Occupational Therapist** means a Caregiver appointed as such who has qualifications acceptable to the New South Wales Association of Occupational Therapists.
- **Physiotherapist** means a Caregiver appointed as such who is registered or conditionally registered by the Physiotherapy Board of Australia/APHRA and under the Physiotherapists' Act 2001.
- **Social Worker** means a Caregiver who has been appointed as such in a private hospital and who has qualifications acceptable to the Australian Association of Social Workers.
- **Speech Pathologist** means a Caregiver appointed as such who has qualifications acceptable to the Australian Association of Speech and Hearing.

Medical Officers

Intern means a Medical Officer serving in a hospital prior to obtaining full registration with the Medical Board of Australia pursuant to the Health Practitioner Regulation National Law Act.

Resident means a Medical Officer who has obtained full registration.

Registrar means a Medical Officer who:

- (i) has had at least three years' experience as an intern / resident or any lessor period acceptable to the Employer; and
- (ii) is appointed as a Registrar by a hospital; and
- (iii) is occupying a position of Registrar in an established position as approved by the Employer.

Senior Registrar means a Registrar holding higher medical qualifications and occupying a position of Senior Registrar in an established position as approved by the Employer.

Career Medical Officer means a Medical Officer who is registered with the Medical Board of Australia and is not employed under any of the other Medical Officer classifications within this Agreement.

Career Medical Officers with less than five years postgraduate experience shall be appointed to Grade 1.

Career Medical Officers with five years postgraduate experience or more shall be appointed to Grade 2.

Progression within Grades 1 and 2 shall occur on the anniversary of appointment.

Senior Career Medical Officer - A Career Medical Officer may be appointed as a Senior Career Medical Officer by the Health Service if the individual:

- (i) has at least seven years postgraduate clinical experience; and
- (ii) has a demonstrated capacity to perform clinical duties and responsibilities at a senior level with minimal clinical supervision in one or more areas of medical speciality; and
- (iii) is required by the employer to perform clinical duties and responsibilities at a senior level with minimal clinical supervision in one or more areas of medical speciality as required by the Employer.

A Senior Career Medical Officer will progress to the second step of the Senior Career Medical Officer grade on the anniversary of their commencement on that grade.

Provided that nothing in this clause precludes the Employer, at the Employer's sole discretion, from:

- (i) initially appointing a Medical Officer to a higher step within the relevant grade; or
- (ii) accelerating a Medical Officer through the steps within the relevant grade irrespective of length of service.

Higher Medical Qualifications means such qualifications obtained by a Medical Practitioner subsequent to graduation and includes:

- (i) post-graduate university degrees and diplomas recognised by the Medical Board of Australia as qualifications, or
- (ii) membership or fellowship of the Royal College or Royal Australasian College of Physicians or fellowship of the Royal College or Royal Australasian College of Surgeons or membership or fellowship of the Royal College of Obstetricians and Gynaecologists, or
- (iii) such other post-graduate qualifications obtained by examination and recognised by the Medical Board of Australia and acceptable to the employer, including fellowship of the Royal Australian College of General Practitioners.

Pharmacy Staff

Pharmacist means a person who is registered as a practicing pharmacist under the Pharmacy Act 1964 and with the Pharmacy Board of Australia/AHPRA.

Pharmacy Assistant Grade 1 - means a Caregiver appointed as such who is engaged in drug distribution duties, hospital pharmacy production and dispensing activities under the supervision of a Registered Pharmacist and/or Pharmacy Technician.

Pharmacy Assistant Grade 2 - means a Caregiver appointed as such who is engaged in drug distribution duties, hospital pharmacy production and dispensing activities under the supervision of a Registered Pharmacist and/or Pharmacy Technician, and who holds a qualification in a relevant field recognised by the Pharmaceutical Society of Australia or up to the level of Certificate III in Community Pharmacy issued by a Registered Training Organisation or has qualifications deemed by the Employer to be equivalent.

Pharmacy Technician Grade 1 - means a Caregiver appointed to such a position and who has successfully completed a qualification in a relevant field recognised by the Pharmaceutical Society of Australia or up to the level of Certificate III issued by a Registered Training Organisation in Hospital and Community Pharmacy or has qualifications deemed by the Employer to be equivalent.

Pharmacy Technician-Grade 2 - means a Caregiver who is appointed to such a position and who has successfully completed a nationally recognised Pharmacy Technician Certificate Course at Certificate Level IV or has qualifications deemed by the Employer to be equivalent. A Caregiver at this grade under the supervision of a Pharmacist and/or a more senior Pharmacy Technician.

Pharmacy Technician – Grade 3 - means a Caregiver who has successfully completed a nationally recognised Pharmacy Technician Certificate Course at Certificate Level IV or has qualifications deemed by the Employer to be equivalent, has relevant pharmacy experience and displays competency in performing complex tasks under supervision of a Pharmacist in specialist areas of practice such as, but not limited to, cytotoxic drug reconstitution, sterile production, clinical trials, information systems management, etc. This position may also be supervised by a Grade 4 Pharmacy Technician. This classification may operate in a supervisory capacity such as in a Deputy Senior/Second-in-Charge position. Jobs at this level have greater responsibilities than those at Grade 1 and 2.

Pharmacy Technician - Grade 4 - means a Caregiver appointed to such a position who has successfully completed a recognised Pharmacy Technician Certificate at Certificate Level IV or has qualifications deemed by the Employer to be equivalent, and who has extensive experience working within a pharmacy as a Pharmacy Technician Grade 2 and/or Grade 3 and has accredited qualifications in management studies of a formal nature recognised by the Health Service (these studies may be conducted by the Health Service on a local internal basis). Generally the position would be primarily responsible for the management of all Pharmacy Technicians and Pharmacy Assistants in a large unit. The position would carry responsibility for the effective management and development of pharmacy support services under the direction of the Chief Pharmacist. Participate on departmental committees and continuous education/ management training programs. Inherent in this position is the ability to display competency in performing complex tasks with limited supervision.

Chief Pharmacist means a person who is registered as a practicing pharmacist under the Pharmacy Act 1964 and with the Pharmacy Board of Australia /AHPRA, responsible for the management and efficient performance of the hospital's pharmacy department.

Hotel Services

Chef means a person whose duties in addition to cooking, may include the supervision of staff, the necessary instruction in all branches of cooking, and responsibility for requisitioning the items necessary for the preparation and serving of meals.

Cook means a person is responsible for cooking and providing meals and is employed by a hospital having at the preceding 30 June an adjusted daily average of 50 or more occupied beds.

General Services Officer Grade 1 means a person who performs any or all of the following duties: general cleaning duties; household chore type of duties; laundry duties using domestic machinery; and seamstress duties.

General Services Officer Grade 2 means a person who, in addition to the duties contained within Grade 1, can perform any or all of the following duties: all cleaning associated with pots, pans, stoves, refrigerators or any other kitchen machinery; general kitchen cleaning; high cleaning; inside cleaning; outside cleaning; stripping or sealing floors; portering patients and/or heavy equipment; operation of industrial washing machines; cleaning of tooth and vomit bowls; sanitising of bed pans and other equipment; the cooking and/or preparation of light refreshments (e.g. eggs, toast, salads, etc.); the making of unoccupied beds; cleaning garbage bins; sweeping paths; keeping the outside of buildings clean and tidy; assisting the gardener in labouring duties under supervision; mowing lawns.

General Services Officer Grade 3 means a person who, in addition to the duties contained within General Services Officer, Grade 2, performs the duties of an assistant cook (meaning a person who, under the direct supervision of a Chef or Cook, assists in the preparation and serving of meals. The number of Assistant Cooks employed by a facility must not exceed the number of Cooks and/or chefs employed at that facility).

General Services Officer Grade 4 means a person who, in addition to the duties contained within General Services Officer, Grade 3, is wholly or substantially engaged in assisting a Therapist, Recreation Activities Officer or Dietitian with routine professional or recreational activity and personal care services.

Linen Supply Officer means a person appointed as such who is required to be in control of the linen store within the Hospital. This role will be responsible for linen stocks in wards and departments and the requisitioning of linen from the central linen service. This includes the stock control of sterile linen as per the levels established by the departments. The role also involves removals, cleaning/washing and replacement of shower curtains, privacy curtains and window curtains as required and associated with terminal cleans. The role also manages the removal and washing of all floor mops, rags and other items as requested/required. The linen supply officer is responsible for maintaining the cleanliness of the department, checking of equipment and other associated duties.

Hotel Services Team Supervisor means a Caregiver responsible for managing general domestic, kitchen and linen/laundry staff across a facility.

Support Services

Health and Security Assistant means a person appointed as such who has the following responsibilities:

- a person required to undertake limited duties associated with the care of patients such as pre-operative shaves, routine enemata, bathing of patients, general assistance in wards and cleaning duties; and/or
- any other classification of staff agreed to between the Employer and the Union.

and in addition, undertakes securing, watching, guarding and/or protecting as directed, including response to alarm signals and attendances. Health and Security Assistants are required to be appropriately licensed in accordance with the Security Industry Act, 1997.

Medical Records Administrator/Clinical Coders means a person employed in the industry of record librarianship or clinical coding in a hospital who has qualifications acceptable to the Health Information Management Association of Australia or such other qualifications deemed to be equivalent by the Employer.

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

Patient Services Assistant means a person who, provides assistance to patients, or clients at home, in carrying out simple personal care tasks which shall include but not be limited to supervision of daily hygiene, e.g. assisting with showers or baths, shaving, and assist in dressing; make beds and tidy rooms; store clothes and clean wardrobes; portering of patients; transporting clients as required and assist with meals.

Security Officers

Security Officers are required to be appropriately licensed in accordance with the Security Industry Act, 1997.

Security Officer - Grade 1 means a person employed by a hospital in one or more of the following capacities:

- to watch, guard or protect persons and/or premises and/or property;
- to respond to basic fire/security alarms at their designated site/post;

- as a Caregiver stationed at an entrance and/or exit whose principal duties shall include the control of movement of persons, vehicles, goods and/or property coming out of or going into premises or property, including vehicles carrying goods of any description to ensure that the quantity and description of such goods is in accordance with the requirements of the relevant document and or gate pass.

Security Officer - Grade 2 means a Caregiver appointed as such and who, in addition has supervisory responsibilities and performs the duties of securing, watching, guarding and/or protecting as directed, including responses to alarm signals.

All Security Officers may also be required to monitor and act upon electronic intrusion detection or access control equipment terminating in a visual display unit or computerised print-out except for simple closed-circuit television systems.

Storeperson means a person who is responsible for the receipt and dispatch of stores items and loading, unloading and internal movement of store items.

Stores Supervisor means a person who supervises the operations of the store and other stores staff in the ordering, handling, transfer, delivery of material supplies within the health service.

Wardsperson means a person who is required to undertake limited duties associated with the care of patients such as shaves, routine enemata, bathing of patients, general assistance with patients, portering of patients and cleaning duties, including but not limited to the cleaning of unoccupied beds.

E4. REGRADE OF CLASSIFICATION

- Where the nature of the work undertaken by a Caregiver changes, such that the majority of the work regularly performed is work of a type normally associated with a higher classification and has been performed for a period of at least 12 months, the Caregiver may apply to have their position reclassified to the higher classification.
- An application for re-grading by a Caregiver must be made in writing, outlining the reasons for seeking a regrade.
- The Employer will respond to the request in writing within a reasonable timeframe, and where possible no less than one month after receiving the written request, indicating whether the application is approved or denied.
- Simply performing more work at the same classification or different work at the same classification does not qualify for re-grading.
- Factors with a bearing on the decision may include whether the changes:
 - involve the exercise of skills, responsibility and/or autonomy normally undertaken at a higher classification; and/or
 - are permanent or temporary.

F. HOURS OF WORK

F1. ORDINARY HOURS OF WORK

- a. The ordinary hours of work for must not be worked over more than:

- (i) 76 hours per fortnight on more than 10 days; or
- (ii) 152 hours per four weeks on more than 19 days

In accordance with the roster cycle of the location where the Caregiver is working.

- b. The ordinary hours of work for each shift will consist of no more than 10 hours.

F2. ARRANGEMENT OF HOURS

- a. Caregivers are entitled to be free from duty on four full days in each fortnight or two full days in each week. Every effort will be made for these days to be consecutive, unless otherwise agreed.
- b. Caregivers must not work more than seven consecutive days.
- c. At the request of a Caregiver, the Employer and the Caregiver may agree to alter the arrangement of hours.

F3. MINIMUM HOURS

- a. Full-Time Caregivers will receive a minimum payment of four hours at the Caregiver's basic periodic rate of pay for each start in respect of ordinary hours of work.
- b. Part-Time and Casual Caregivers will receive a minimum payment of three hours at the Caregiver's basic periodic rate of pay for each start in respect of ordinary hours of work.

F4. MINIMUM BREAKS BETWEEN SHIFTS

- a. Unless otherwise agreed, Caregivers must receive a minimum break of eight hours between shifts rostered on successive days.
- b. Where a Caregiver has not been provided with the appropriate break between shifts and the Caregiver's next rostered shift is due to commence:
 - (i) without loss of pay the Caregiver will be released either before or after their shift so they have the appropriate break; or
 - (ii) if the Caregiver agrees to work without the appropriate break, the Caregiver will be paid until they are released from duty at overtime rates as set out in Clause F8.
 - (iii) Once released from duty the Caregiver will be entitled to be absent from work until they have had their appropriate break without loss of pay for the working time occurring during such an absence.

The minimum break provisions will not apply where a part time Caregiver agrees to work additional hours with less than an eight hour break.

- c. A Caregiver required to work overtime following on the completion of their normal shift for more than two hours must be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hours of overtime. All such time must be counted as time worked; provided that benefits of this subclause must not apply to permanent part time Caregivers, until the expiration of the normal shift for a majority of the full time Caregivers employed on that shift in the ward or section concerned.
- d. A Caregiver who works overtime at the end of their rostered shift should be released for at least 10 consecutive hours off duty without loss of pay for ordinary working time that occurs during this break
- e. If the Employer instructs the Caregiver to work without ten hours off duty following overtime, the Caregiver will be paid at the rate of double time until the Caregiver is released from duty for such a period.

F5. BREAKS

- a. Caregivers are entitled to a paid rest break each working day as follows:
 - (i) one 10 minute break where the Caregiver works at least 4 hours; or
 - (ii) two 10 minute breaks or one 20 minute break (if agreed to by the Employer), where the Caregiver works 7.6 hours or more.
 - (iii) Rest breaks will count as working time.
- b. Caregivers are entitled to an unpaid meal break each working day as follows:
 - (i) between 30 and 60 minutes where the Caregiver's shift is 10 hours or less; or
 - (ii) two 30 minute breaks, or one 60 minute break (if agreed to by the Employer), where the Caregiver's shift is more than 10 hours.

Caregivers must not be required to work more than five hours continuously before taking the meal break.

Meal breaks will not count as time worked.
- c. An Employer must provide the Caregiver with either a meal or a meal allowance (as set out in Schedule Two) if the Caregiver is required to work overtime for more than two hours and such overtime goes beyond:
 - (i) 7:00am on a Night Shift;
 - (ii) 1:00pm on an Early morning shift, Morning shift or Day shift;
 - (iii) 6:00pm on an Afternoon Shift.

F6. ALLOCATED DAYS OFF

- a. The Employer may provide the opportunity for Full-Time Caregivers to access Allocated Days Off (ADOs) by accruing:
 - (i) 0.4 of an hour for every eight hours worked per day; or
 - (ii) 0.5 of an hour for every ten hours worked per day.

The Caregiver will be entitled to 12 ADOs each year.

- b. The Caregiver is entitled to be paid their basic periodic rate of pay on the ADO on the basis of 7.6 hours per day.
- c. The Employer will, having regard to the operational needs of the Employer, grant an ADO at a time requested by the Caregiver.
- d. Where possible and by mutual agreement:
 - (i) the ADO will be consecutive with the days not rostered for duty (but will not be rostered on public holidays);
 - (ii) the ADO must be taken as one whole day and not a part thereof, preferably one ADO per month;
 - (iii) no more than five ADOs may be accumulated and taken in conjunction with the Caregiver's annual leave or at another agreed time.
- e. Caregivers must take an amount of ADO leave during a particular period should the Employer direct them to do so.
- f. ADOs are accrued, at the normal rate, for the following:
 - (i) personal/carer's leave;
 - (ii) public holidays;
 - (iii) compassionate leave;
 - (iv) study leave;
 - (v) time in lieu.

- g. The following types of leave or absence *do not* accrue ADOs:

- (i) ADO
- (ii) annual leave (the base four weeks);
- (iii) long service leave;
- (iv) paid and unpaid parental leave;
- (v) leave without pay;

- (vi) workers compensation.

F7. REASONABLE ADDITIONAL HOURS

- a. The operational requirements of the Employer will, on occasion, require some Caregivers to work reasonable additional hours.
- b. All hours worked over an average of 76 ordinary hours per fortnight will be additional hours.
- c. All hours worked by Part-Time Caregivers beyond their contracted number of hours will be additional hours for the purpose of this clause.
- d. All additional hours worked by the Caregiver and approved by the Employer will be paid for in accordance with this Agreement.
- e. A Caregiver may be required to work the additional hours unless the hours are unreasonable taking into account the following considerations:
 - (i) any risk to the Caregiver's health and safety that might reasonably be expected to arise if the Caregiver worked the additional hours;
 - (ii) the Caregiver's personal circumstances including any family responsibilities;
 - (iii) the operational requirements of the workplace of the Employer;
 - (iv) the notice (if any) given by the Employer of the additional hours and by the Caregiver of his or her intention to refuse to work the additional hours;
 - (v) whether any of the additional hours are on a public holiday;
 - (vi) the Caregiver's hours of work over the four weeks ending immediately before the Caregiver is required or requested to work the additional hours; and
 - (vii) any other relevant matter.

F8. OVERTIME

- a. All overtime (including time in lieu of overtime) must be agreed to by the Employer prior to such overtime being worked.
- b. All hours worked by Caregivers outside the ordinary hours will be paid at their basic periodic rate of pay at:
 - (i) time and one-half (150%) for the first two hours and then double time (200%);
 - (ii) double time (200%) for all overtime worked on Sunday; or
 - (iii) double time and one-half (250%) for all overtime worked on Public Holidays.
- c. Casual Caregivers will be entitled to overtime for hours in excess of 10 hours per day or 76 hours per fortnight. The payments for overtime are inclusive of the casual loading and not in addition to the casual loading as set out in clause H1.

- d. Part-Time Caregivers will be entitled to overtime for work in excess of the rostered daily ordinary hours of work prescribed for the majority of full time Caregivers on that shift. Where there are no Full Time Caregivers on that shift, the rostered ordinary hours of work will be eight hours.
- e. If a Caregiver agrees to work without an appropriate break as set out in clause F4, they will be paid overtime rates as set out above.
- f. Caregivers who are recalled to work overtime after leaving the Employer's place of work must be paid:
 - (i) a minimum of four hours at the applicable overtime rate (and Caregivers will not be required to work the full four hours if work is completed earlier, except in unforeseen circumstances); and
 - (ii) the lesser of the actual travel expenses incurred to return to work or the allowance set out in Item 2 of Schedule Two where the Caregiver elects to use the Caregiver's own vehicle.
- g. For the purposes of assessing overtime:
 - (i) each day stands alone; and
 - (ii) where overtime worked is continuous and extends beyond midnight, all overtime hours will be considered as one day.

F9. TIME IN LIEU OF OVERTIME

- a. Time off in lieu of overtime (Time in Lieu) must be agreed to and pre-approved before being worked, by the Employer.
- b. Instead of receiving payment for authorised overtime, full time and part time Caregivers may be compensated by way of Time in Lieu on the following basis:
 - (i) Caregivers cannot be compelled to take Time in Lieu and an Employer cannot be compelled to agree to provide the Caregiver with Time in Lieu;
 - (ii) Time in Lieu is taken on the basis of one hour for each hour of overtime worked;
 - (iii) Payment for Time in Lieu is to be paid at the basic periodic rate of pay plus applicable shift and weekend allowances in accordance with clause F10 as if the time was worked when taking such Time in Lieu;
 - (iv) The Employer must maintain records of all Time in Lieu owing and taken by Caregivers.
 - (v) Where no election is made, the Caregiver must be paid overtime rates in accordance with this Agreement.
 - (vi) Time in Lieu must be taken within four months of it being accrued at a mutually agreed time. Where it is not possible to take Time in Lieu within the four month period, it is to be paid out at the appropriate overtime rate based on the rates applying at the time payment is made. The Employer

can compel a Caregiver to take Time in Lieu before four months has passed the date when Time in Lieu was accrued.

- c. All overtime (including time in lieu of overtime) must be agreed to by the Employer prior to such overtime being worked.
- d. All hours worked by Caregivers outside the ordinary hours will be paid at their basic periodic rate of pay.

F10. SHIFT AND WEEKEND WORK

- a. Full Time Caregivers, (and Part Time or Casual Caregivers where their rostered shifts commence prior to 6.00am or finish after 7.00pm) are entitled to the following shift allowances calculated on their basic periodic rate of pay for shifts rostered:

Shift	Commencement Time	Allowance
Early morning shift	From 4.00am and before 6.00am	10%
Day shift	From 6.00am and before 10.00am	No allowance
Morning shift	From 10.00am and before 1.00pm	10%
Afternoon shift	From 1.00pm and before 4.00pm	12.5%
Night Shift	From 4.00pm and before 4.00am	15%

The above shift allowances do not apply to Medical Officers.

- b. For Medical Officers only, the following shift allowances shall apply:

Shift	Allowance
Hours worked between 6.00 pm and midnight	12.5%
Hours worked between midnight and 8:00am	50%

- c. All Caregivers are entitled to the following weekend allowances calculated on their basic periodic rate of pay for ordinary hours worked on a weekend:

Day	Allowance
Saturday (midnight Friday to midnight Saturday)	Time and one-half (150%)
Sunday (midnight Saturday to midnight Sunday)	Time and three-quarters (175%)

Weekend allowances are paid instead of shift allowances, where applicable.

Casual Caregivers are entitled to the casual loading in clause H1 in addition to the allowances in subclauses F10 a, b and c above, where applicable except on Sundays where casual loading does not apply in addition to the loading above.

- d. Where a Caregiver works hours which would entitle that Caregiver to payment for more than one of the allowances payable in accordance with the overtime, public

holidays, shift and penalty provisions of this Agreement, only the highest of any such allowance will be payable.

F11. PUBLIC HOLIDAYS

- a. The Employer owns and operates health and community care services. The parties acknowledge that the nature of the work performed by the Caregiver, the type of employment and the nature of the Employer's workplace will require some Caregivers to work on Public Holidays.
- b. Public Holidays will be observed on the following days:
 - (i) New Years Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day; and
 - (ii) An additional public holiday at the election of the Employer to a day between Christmas and New Year or a suitable date agreed between the Employer and the HSU and ASMOF; and
 - (iii) Any other day duly proclaimed and observed as a public holiday within the State or region in which the Caregiver is employed.
- c. Ordinarily, a Caregiver is entitled to a day off on a Public Holiday. However, a Caregiver who is required to and does work on any Public Holiday will be paid double time and a half (250%) of their basic periodic rate of pay for the hours worked. This amount is instead of all other applicable allowances and loadings. Alternatively, if the Caregiver elects, the Caregiver will be paid half-time extra (50%) for all time worked in addition to the weekly rate and have one ordinary working day added to the period of annual leave. This additional annual leave shall not attract the annual leave loading. This request must be made on each Caregiver's anniversary date and cannot be changed during that year.
- d. Full-Time Shift Workers, who are available and rostered off duty on a Public Holiday, will be paid one additional day's pay at the basic periodic rate of pay.
- e. Where a Public Holiday falls on a rostered day off of a Full Time Shift Worker and who receives four weeks annual leave, the Caregiver will be paid one day's pay in addition to the basic periodic rate of pay.

F12. ATTENDANCE AT MEETINGS

Any Caregiver required to attend Work Health and Safety Committee meetings in the capacity of Caregiver representative will, if such meetings are held outside the ordinary hours of work, be entitled to receive ordinary pay per hour for the actual time spent in attendance at such meetings. In lieu of receiving payment, Caregivers may, with the agreement of the Employer, be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings. Such time spent will not be viewed as overtime for the purposes of this Agreement.

F13. ROSTERS

- a. At least two weeks prior to the start of the roster period, the ordinary hours of work for Shift Workers must be:

- (i) displayed on a roster in a place accessible to Caregivers (including by electronic means); or
 - (ii) communicated to the Caregiver in writing (including by electronic means).
- b. Wherever possible, and taking into account operational requirements, the Employer will ensure that a Part-Time Caregiver's hours are evenly spread.
- c. The Employer is not obliged to display or communicate any roster of ordinary hours of work for Casual Caregivers or relieving staff.
- d. The Employer may alter and communicate changes in the roster at any time if there is a genuine need, such as unplanned Caregiver absences, emergencies or due to an event which alters staffing level requirements.
- e. Where the alteration requires a Full-Time Caregiver to work on a day which would have been the Caregiver's day off, the Caregiver may elect to:
 - (i) be paid at overtime rates; or
 - (ii) take time in lieu at a time agreed between the Caregiver and the Employer.

G. ALLOWANCES

G1. SHIFT, WEEKEND AND PUBLIC HOLIDAY ALLOWANCES

- a. The allowances applicable to shift work and work on weekends are set out in Clause F10.
- b. The allowance applicable to work on public holidays is set out in Clause F11.

G2. VEHICLE/TRAVELLING ALLOWANCE

- a. Subject to the Employer being satisfied that the Caregiver has incurred the expenses:
 - (i) where a Caregiver is called upon and agrees to use the Caregiver's private vehicle for work-related travel, the Caregiver will be paid the allowance set out in Item 2 of Schedule Two; or
 - (ii) where a Caregiver is required to use public transport for work-related travel, the Caregiver is to be reimbursed the actual expenses reasonably incurred for such travel.

Any payment will exclude travel from the Caregiver's home to the first place of work and the Caregiver's return to home at the end of duties.

- b. A Caregiver sent for duty to a place other than the Caregiver's regular place of duty must be paid for all excess travelling time at the appropriate rate of pay and reimbursed excess travelling expenses.
- c. In accordance with the Employer's Motor Vehicle Policy, the Employer will provide reimbursement up to the amount specified in the policy in the event of loss or damage to their vehicle that was sustained while it was being used for work purposes.

G3. UNIFORMS AND LAUNDRY ALLOWANCE

- a. Subject to (c) below, sufficient suitable and serviceable uniforms or overalls will be supplied free of cost, to each Caregiver required to wear them. A Caregiver to whom a new uniform or part of a uniform has been supplied by the Employer, who fails to return the corresponding article last supplied, will not be entitled to have such article replaced without payment for it at a reasonable price, in the absence of a satisfactory reason for the loss of such article or failure to produce such uniform or part thereof.
- b. Upon termination, a Caregiver will return any uniform or part thereof supplied by the Employer, which is still in use by the Caregiver, immediately prior to leaving.
- c. In lieu of supplying a uniform or uniform item where required to a Caregiver, the Employer will pay the Caregiver the weekly allowance set out in Item 3 of Schedule Two to this Agreement according to the applicable item number as and when required. Uniform items include special-type shoes, cardigan or jacket, stockings and socks.

- d. If the uniforms of a Caregiver are not laundered at the expense of the service, the sum per week set out in Item 4 of Schedule Two to this Agreement will be paid to the said Caregiver. The payment of such laundry allowance will not be made to any Caregiver for absence exceeding one week.
- e. A Caregiver who works less than 38 hours per week will be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.
- f. Each Caregiver whose duties require them to work in a hazardous situation with or near machinery will be supplied with appropriate protective clothing and equipment.

G4. ON CALL ALLOWANCE

- a. A Caregiver is on call if the Caregiver agrees to make themselves ready and available to return to work at short notice while off duty.
- b. A Caregiver on call must be paid the allowance in Item 5 of Schedule Two for each period of 24 hours or part thereof.
- c. A Caregiver on call on their rostered day off must be paid the allowance in item 5 of Schedule Two.
- d. Where a Caregiver on call leaves the workplace and is recalled to duty, the Caregiver will be reimbursed reasonable travel expenses incurred or the allowance in Item 2 of Schedule Two where the Caregiver elects to use the Caregiver's own vehicle and Overtime will apply as per Clause F8(f).

G5. HIGHER DUTIES ALLOWANCE

- a. A Caregiver who is called upon by the Employer to fully relieve a Caregiver in a higher classification, other than a health professional, will be paid at the higher wage rate for periods of one day or shift or more, entitled to receive a higher duty allowance equal to the minimum payment for the higher classification for the period.
- b. A Caregiver who is called upon by the Employer to fully relieve in a Health Professional Classification will be paid at the higher wage rate for periods in excess of three consecutive days
- c. A Caregiver who is called upon to undertake most but not all duties of a Caregiver in a higher classification/benchmark position as in (a) above, is entitled to receive 50% of the higher duty allowance where responsibilities are shared between two or more Caregivers.

G6. LEADING HAND ALLOWANCE

A Caregiver who is placed in charge of not less than two (2) other caregivers of substantially similar classification will be paid an allowance as per Item 6 in Schedule Two. A caregiver whose classification denotes supervisory responsibility is not entitled to this allowance. This allowance does not apply to Team Leaders in Hotel Services.

G7. TEAM LEADER HOTEL SERVICES ALLOWANCE

A Caregiver rostered in the capacity of Team Leader in Hotel Services on weekends and public holidays, in addition to their ordinary duties, will be paid an allowance as per Item 7 in Schedule Two.

G8. APPRENTICE ALLOWANCES

- a. Apprentices are entitled to reimbursement for fares reasonably incurred travelling to and from college to their place of residence.
- b. Apprentices are entitled to the weekly allowance in Item 8 of the Schedule Two if they obtain and provide to the Employer:
 - (i) a certificate or statement evidencing that the Apprentice has passed the first year technical college examination; and
 - (ii) a report confirming satisfactory conduct, punctuality and progress of the Apprentice at college.

G9. NAUSEOUS LINEN HANDLING ALLOWANCE

A Caregiver required to handle linen of a nauseous nature (other than in sealed linen bags) will be paid an allowance per hour of the amount set out at Item 9 in Schedule Two.

G10. INFECTIOUS CLEANING ALLOWANCE

A Caregiver who performs cleaning duties in rooms occupied by patients with an infectious condition will be paid the amount set out at Item 10 in Schedule Two per shift. This allowance is also payable to Caregivers who, in any shift, assist in the lifting and/or transporting of infectious patients.

G11. LOAN EQUIPMENT CO-ORDINATION ALLOWANCE

A Grade 1 or Grade 2 Sterilisation Technician who, in addition to their ordinary duties, is solely charged with the responsibility of coordination, ordering and checking of orthopaedic surgery loan kits from suppliers will be paid the amount set out at Item 11 in Schedule Two. Grade 3 and Grade 4 Sterilisation Technicians are not eligible to receive this allowance.

H. REMUNERATION AND BENEFITS

H1. REMUNERATION

- a. A Caregiver's remuneration will be paid fortnightly in arrears by electronic transfer in accordance with the Act and Regulations.
- b. Full-Time and Part-Time Caregivers are entitled to be paid the basic periodic rate of pay in Schedule One for the appropriate Employment Classification for all ordinary hours worked.
- c. Casual Caregivers are entitled to be paid the basic periodic rate of pay in Schedule One for the appropriate Employment Classification plus a casual loading of 25% for all hours worked.
- d. The casual loading is paid in lieu of and to compensate for, all benefits such as leave, notice, redundancy and other entitlements that do not apply to casual Caregivers
- e. The exception to payment of the casual loading is for working weekends and public holidays, where allowances listed under F10 (for Sundays) and F11 (public holidays) are payable
- f. Apprentices are entitled to be paid the basic periodic rate of pay in Schedule One for the appropriate Employment Classification for all ordinary hours worked.

H2. SALARY INCREASES

- a. The Employer is committed to providing salary increases that reward Caregivers for their efforts and that are aligned to industry standards.
- b. Salary increases for the life of the Agreement are defined in Schedule One.
- c. Any increases in rates of pay by the Fair Work Commission Minimum Wage Panel effective prior to or during the term of this Agreement may be absorbed into the salary increases set out above, where possible.
- d. Caregivers who are covered by this Agreement but receive a salary exceeding the rates defined in Schedule One will receive a 2.5% per annum increase from the first full pay period on or after 1 July each year until the nominal expiry date defined in Clause A4 – Date and Duration.
- e. Subclause d. above does not apply to casual / sessional Medical Practitioners. Casual / sessional Medical Practitioners whose current salary is above the rate scheduled in this Agreement will remain on the higher rate of pay however pay increases will be absorbed until the rate of pay for the Caregiver's classification meets and/or succeeds this higher rate of pay, unless otherwise determined by the Employer.

H3. SALARY PACKAGING

- a. The Employer has made salary packaging arrangements available for those Caregivers who wish to take advantage of the benefits.
- b. Caregivers are able to package and structure their remuneration in accordance with the Employer's Salary Packaging Policy.
- c. If existing taxation law is changed and that change impacts salary packaging arrangements, the Employer may decide to discontinue the arrangements.
- d. The Employer will give at least three months written notice of any change or cancellation to the salary packaging arrangements. This notice period may be less in the event that a tax law change does not allow the Employer to provide three months' notice prior to it taking effect.

H4. SUPERANNUATION

- a. The Employer will make superannuation contributions to an approved complying superannuation fund nominated by the Caregiver in accordance with the Superannuation Guarantee legislation as varied from time to time.
- b. Should a Caregiver fail to nominate a fund, the Employer will make superannuation contributions into the My Super Product provided by the Health Caregivers Superannuation Trust Australia, HESTA.
- c. The Employer supports those Caregivers who wish to make voluntary contributions to superannuation. Caregivers may contribute an agreed portion or an agreed amount of their pre-tax salary to their nominated superannuation fund.

H5. SALARY ADJUSTMENTS

During the Caregiver's employment and on termination, the Caregiver agrees that the Employer may withhold from any payment due to the Caregiver any amount owed by the Caregiver to the Employer related to the employment relationship. The withholding or deduction must be authorised in writing by the Caregiver. The Employer will notify the Caregiver in writing of the amount owed and the recovery process.

H6. EMPLOYEE WELLBEING

- a. The Employer will provide vaccination for diseases such as influenza for Caregivers where this is required for the role they are performing.
- b. The Employer will provide access to an Employee Assistance Program (EAP). The Program is available to all Caregivers and their immediate family for identification of, and assistance with, personal and/or work related issues.

I. LEAVE

I1. LEAVE ENTITLEMENTS

- a. Caregivers are entitled to the leave provided in the Act and this Agreement (as set out below).
- b. For all periods of authorised paid leave, Caregivers are entitled to be paid their basic periodic rate of pay.
- c. Part-Time Caregivers are entitled to leave on a pro-rata basis.
- d. Casual Caregivers have no entitlement to leave other than unpaid personal leave, long service leave and eligible casual Caregivers as defined by the Act have an entitlement to unpaid parental leave.

I2. ANNUAL LEAVE

Caregivers are entitled to annual leave in accordance with the NES to be taken at a time that is mutually agreeable between the Caregiver and the Employer.

- a. All Full Time and Part Time Caregivers are entitled to four weeks annual leave.
- b. Full Time and Part Time caregivers who are rostered to work their ordinary hours on Sundays and/or public holidays are entitled to receive additional annual leave on the following basis:

Shifts worked on Sundays and/or Public Holidays per annum	Additional Leave for Full-Time Caregivers	Additional Permanent Caregivers	Leave Part Time
3 shifts or less	Nil	Nil	
4-10 shifts	1 day	0.2 weeks	
11-17 shifts	2 days	0.4 weeks	
18-24 shifts	3 days	0.6 weeks	
25-32 shifts	4 days	0.8 weeks	
32 or more	5 days	1 week	

- c. Direction to take Annual Leave

- (i) Annual leave must be taken within 18 months following the date of accrual.

- (ii) The Employer may direct the Caregiver to take a period of annual leave provided that the Employer must first meet with the Caregiver to genuinely attempt to agree on ways to reduce the amount of untaken accrued leave.
 - (a) If agreement cannot be reached, an Employer can then give a written direction to a Caregiver to take a period (or periods) of annual leave, subject to the following requirements:
 - (b) The direction must be in writing and must not result in the Caregiver retaining less than the caregiver's annual entitlement after the directed annual leave is taken. For example, a Caregiver who is entitled to 4 weeks annual leave, with a balance of 6 weeks, may be directed to take up to 2 weeks. A Caregiver who is entitled to 4 weeks annual leave and 1 week additional annual leave for working Sundays and/or Public Holidays, with a balance of 7.5 weeks, may be directed to take up to 2.5 weeks.
 - (c) The Caregiver cannot be directed to take any period of leave of less than one week;
 - (d) The leave cannot commence less than 4 weeks or more than 12 months after the date of the direction; and
 - (e) The direction cannot otherwise be inconsistent with any leave arrangements already in place, such as leave already agreed to;
 - (f) After a direction is given, the Caregiver can still request a period of annual leave as if the direction had not been made. If this happens, the Employer cannot unreasonably refuse this request.
 - (g) The direction will be automatically deemed withdrawn where a separate period of annual leave is agreed after a direction is made, if the period of leave would then result in the Caregiver's remaining annual leave entitlement falling below the threshold specified in (iii)(a) above.

Notwithstanding the above, the Employer may also direct a Caregiver to take annual leave during a period of low patient activity or in the event of an emergency affecting continuity of hospital operation.

- d. Annual leave credited to a Caregiver may be cashed out as per the NES and is subject to the following conditions
 - (i) the Caregiver must elect in writing to receive pay in lieu of an amount of annual leave;
 - (ii) the Caregiver must be paid at least the full amount that would have been payable to the Caregiver had the Caregiver taken the leave that the Caregiver has forgone;
 - (iii) the Caregiver's remaining accrued annual leave entitlement is at least four weeks;
 - (iv) the Employer has agreed to the Caregiver cashing out the annual leave; and

13. ANNUAL LEAVE LOADING

- a. Full-Time and Part Time Caregivers are entitled to annual leave loading of the greater of:
 - (i) 17.5% on four weeks of the Caregiver's basic rate of pay; or
 - (ii) any shift and weekend allowances that they would have been paid had they not been on leave.
- b. Upon termination, Caregivers are entitled to be paid leave loading for any accrued but untaken leave.

14. PAID PERSONAL LEAVE (SICK AND CARER'S LEAVE)

- a. Full-Time Caregivers are entitled to 10 days paid personal leave in accordance with the NES. Part-time Caregivers are entitled to a pro-rata amount.
- b. Personal leave is either:
 - (i) sick leave taken by a Caregiver because of a personal illness or personal injury affecting the Caregiver; or
 - (ii) carer's leave taken by a Caregiver to provide care or support to a member of the Caregiver's immediate family or household who requires care or support because of an illness or injury of the member or an unexpected emergency affecting the member.
- c. Any unused personal leave accrues each year.

15. UNPAID CARER'S LEAVE

- a. Once a Caregiver's entitlement to paid personal leave has been exhausted, Caregivers are entitled to up to two days unpaid carer's leave per occasion in accordance with the NES.
- b. Carer's leave can be taken by a Caregiver to provide care or support to a member of the Caregiver's immediate family or household who requires care or support because of an illness or injury of the member or an unexpected emergency affecting the member.

16. COMPASSIONATE LEAVE

- a. Caregivers are entitled to compassionate leave:
 - (i) for the purposes of spending time with a person who is a member of the Caregiver's Immediate Family or household and has a personal illness, or a personal injury, that poses a serious threat to his or her life; or
 - (ii) after the death of a member of the Caregiver's Immediate Family or a member of the Caregiver's household.

- b. Full Time or Part Time Caregivers are eligible for up to three day's paid compassionate leave per occasion.
- c. Casual Caregivers are entitled to unpaid compassionate leave.
- d. If any additional compassionate leave is required, then Caregivers may utilise any other forms of leave as appropriate or apply for leave without pay.

17. SUPPORT FOR CAREGIVERS EXPERIENCING DOMESTIC VIOLENCE

- a. The Employer will exercise compassion, flexibility and confidentiality in considering requests from Caregivers who are seeking support during a situation of family and/or domestic violence.
- b. Caregivers can apply to access their accrued leave, including personal leave, or access unpaid leave as necessary to help assist them.
- c. Caregivers will be able to access free independent counselling assistance, and may apply for additional financial assistance through the St John of God Health Care Caregivers Facing Hardship Policy.
- d. Caregivers can also make a request to the Employer for flexible work practices. Flexible work practices may include but are not limited to:
 - (i) changes to the Caregiver's span of hours or pattern or hours and/or shift patterns;
 - (ii) job redesign or changes to duties;
 - (iii) relocation to suitable employment within the organisation;
 - (iv) a change to their telephone number or email address to avoid harassing contact;
 - (v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

18. UNPAID PARENTAL LEAVE

- a. Caregivers are entitled to 12 months unpaid parental leave in accordance with the NES. A Caregiver may request an extension of unpaid parental leave for a further period of up to 12 months immediately following the end of the available parental leave period in accordance with the NES.
- b. Parental leave comprises maternity leave, paternity leave and adoption leave.

19. PAID PARENTAL LEAVE

- a. Caregivers are entitled to paid parental leave in accordance with the Employer's policy and with the Federal Government's Paid Parental Scheme.
- b. The Employer will provide an eligible Caregiver with the following paid parental leave:

- (i) nine weeks paid leave to the birth mother or to the initial primary carer of an adopted child; or
 - (ii) one week paid leave to the partner of a birth mother or partner of an initial primary carer of an adopted child;
 - (iii) as appropriate, at the Caregiver's basic periodic rate of pay from the date the leave commences.
- c. Caregivers are eligible for paid parental leave if they have completed at least 12 months continuous service prior to the expected date of birth, or prior to taking custody of the child.
 - d. Paid parental maternity and adoption leave may be paid in advance in a lump sum, paid fortnightly or may be paid as half-pay over eighteen weeks or may be taken as half-pay over eighteen weeks.
 - e. The period of parental leave will be less than 52 weeks if the Caregiver, or the Caregiver's spouse, takes any other authorised leave such as authorised parental leave.

110. LONG SERVICE LEAVE

- a. A Caregiver's entitlement to long service leave shall be in accordance with the provisions of this Agreement and the *Long Service Leave Act 1955 (NSW)* provided that should there be any inconsistency between that legislation and the provisions of this Agreement these provisions shall prevail.
- b. Caregivers are entitled to long service leave after completing seven of continuous service.
- c. Caregivers are entitled to:

Completed years of continuous service	Long Service Leave Entitlement
7 years	6.066 weeks
10 years	8.666 weeks
15 years	An additional 4.33 weeks
Each 5 years thereafter	An additional 6.5 weeks

- d. If a Caregiver has completed seven, but less than 10 years of continuous service, the Caregiver is entitled to a proportionate amount of long service leave on the basis of 8.666 weeks for ten years' service.
- e. When a Caregiver takes a period of long service leave, the Employer will pay the Caregiver their basic periodic rate of pay in respect of the period of leave.
- f. Caregivers are required to give the Employer four weeks' written notice of their intention to take their long service leave entitlement.

g. Direction to take Long Service Leave

- (i) The Employer will consult with the Caregiver regarding the taking of leave after the Caregiver reaches their entitlement to access, which is at 7 years of continuous service.
 - (ii) If the Caregiver reaches 10 years of continuous service and a mutually agreeable time to take long service leave has not been determined, the Employer may direct the Caregiver to take long service leave.
 - (iii) The Employer can only direct up to a maximum of 4 weeks of a Caregiver's balance in any 12 months period, inclusive of up to five, non-consecutive single day absences.
 - (iv) The direction must be in writing and the Employer must give the following notice;
 - (a) for single day absences, no less than 48 hours' notice is provided;
 - (b) for any other period, no less than 4 weeks' notice is provided.
 - (v) The direction cannot otherwise be inconsistent with any leave arrangements already in place, such as leave already agreed to;
 - (vi) After a direction is given, the Caregiver can still request a period of long service leave as if the direction had not been made. If this happens, the Employer cannot unreasonably refuse this request.
 - (vii) The direction will be automatically deemed withdrawn where a separate period of long service leave is agreed after a direction is made.
- h. The Caregiver may take a period of long service leave due to them either in a lump sum or in separate periods. The minimum period of long service leave is one day.
- i. A Caregiver with an entitlement to long service leave may elect to access their entitlement on double pay. Where a Caregiver does elect to take long service leave at double pay, then for the period so elected, twice the number of weeks in that period will be deducted from the long service leave entitlement.
- j. When a Caregiver elects to access their long service leave on double pay, all other leave entitlements will accrue at the Caregiver's ordinary rate during that period
- k. If a Caregiver's employment is terminated and the Caregiver has completed five or more years continuous service with the Employer, the Caregiver will be entitled to be paid a proportionate amount of their Long Service Leave entitlement.
- l. Caregivers who have accrued long service leave prior to this Agreement will retain that accrued long service leave entitlement.
- m. Casual Caregivers are entitled to long service leave in accordance with the *Long Service Leave Act 1955* (as amended as applies from time to time).
- n. Where a Caregiver dies and any Long Service Leave to which the Caregiver was entitled has not been taken, or accrued upon termination of the services of the Caregiver by reason of the Caregiver's death and had not been taken, the Employer

shall pay to the Caregiver's Estate, in full, the ordinary pay that would have been payable to the Caregiver in respect of long service leave less any amount already paid to the Caregiver in respect of that leave

I11. "PURCHASED" EXTRA LEAVE (PEL)

- a. The Employer may offer Permanent Caregivers the opportunity to "purchase" up to an additional two weeks of leave each year. Purchased leave enables a Caregiver to access additional leave in a given year in exchange for a proportional reduction in their salary over 12 months and is treated as leave without pay.
- b. A Caregiver wishing to purchase leave must complete an application for purchased leave and indicate whether the leave purchased will be one or two weeks. Under such an agreement the Caregiver's salary will be reduced at the rate of 1.92% for each week of leave purchased.
- c. All purchased leave is to be used within 12 months from the date of accrual. Any leave not used within this period will be re-credited to the Caregiver.
- d. Superannuation entitlements will be calculated on the pre-reduction salary and leave loading does not apply to purchased leave.
- e. Any overpayment of purchased leave may be withheld as a salary adjustment under clause H5 of this Agreement.
- f. Purchased leave is subject to annual review and may be discontinued by the Employer at any time.

I12. LEAVE WITHOUT PAY

- a. Leave without pay is available only in exceptional circumstances when all accrued leave has been exhausted. The requirements and circumstances for leave without pay must be discussed with, and approved by, the Employer, whose approval may be withheld at their absolute discretion.
- b. If a period of leave without pay exceeds fourteen days, the entire leave without pay will not count for service-based entitlements including long service, personal, annual leave or redundancy.

I13. COMMUNITY SERVICES LEAVE

Community service leave is provided for in the National Employment Standards.

I14. EMERGENCY VOLUNTEER LEAVE

Where a full time or part time Caregiver is a volunteer of a recognised emergency management body, including State Emergency Services and the Rural Fire Service, and is called upon as an emergency volunteer where a declared emergency or natural disaster occurs, the Caregiver is entitled to up to three days paid leave in any period of twelve months

- a. A Caregiver is required to provide notice of the absence as soon as practicable and provide evidence of attendance from the emergency organisation.

- b. Leave in excess of three days as above will be determined in accordance with the entitlements in the National Employment Standards.
- c. Caregivers may utilise any other forms of leave as appropriate or apply for leave without pay.

I15. CEREMONIAL LEAVE

A Caregiver who is legitimately required by Aboriginal or Torres Strait Island tradition to be absent from work for Aboriginal and Torres Strait Islander ceremonial purposes will be entitled to up to ten (10) working days unpaid leave in any one year, with the approval of the Employer.

I16. LEAVE FOR DEFENCE FORCE RESERVE

The Employer supports Caregivers who are members of the Australian Defence Force (ADF) Reserves and will grant leave without pay for up to ten working days in each calendar year. Such leave will not break continuity of service.

The Caregiver will notify the Employer at the earliest practicable opportunity, with written ADF notification of the training or activity together with an application.

I17. NATURAL DISASTER LEAVE

- a. Subject to operational requirements Caregivers will be permitted to leave work where there is a declared natural disaster (e.g. flooding or bushfires) which:
 - (i) Poses as genuine threat to a Caregiver's property; or
 - (ii) Creates a need for a Caregiver to care for a member of their household; or
 - (iii) Possess a genuine threat to a Caregiver gaining access to their home (e.g. road closures).
- b. Where as a result of a declared natural disaster:
 - (i) Caregivers are stood down as the facility or department is wholly or partly closed;
 - (ii) Caregivers are personally affected by a disaster and require leave to manage their personal losses or situation (e.g. cleaning up a flooded home, repairing a missing roof etc.); or
 - (iii) Caregivers that are rostered, and are unable to travel to work (e.g. a Caregiver is stranded at their property as all roads are inaccessible);

permanent Caregivers may make an application for paid Special Disaster leave. This leave is not an automatic entitlement and is subject to operational requirements and approval by the Hospital Chief Executive Officer. In determining approval, the degree of impact, loss and hardship for the caregiver and their family will be taken into account.

- c. In circumstances where paid Special Disaster Leave is either not approved, not applicable or where caregivers require further leave, Caregivers will be permitted to access their paid leave entitlements (e.g. Annual Leave, Personal/Carer's Leave, Long

Service Leave), banked hours or RDOs/ADOs. Applications for leave without pay will also be considered should the Caregiver's paid leave entitlements be exhausted. Caregivers may access this leave under the usual requirements for the type of leave being sought.

J. STAFFING AND DEVELOPMENT

J1. TRAINING

- a. Caregivers will be given ongoing training as necessary, relevant to their roles and responsibilities.
- b. Where practicable, training must be provided to Caregivers during their normal rostered hours of work. Where it is not:
 - (i) Caregivers will attend training outside their normal rostered working hours when required to do so by the Employer;
 - (ii) The Employer must provide Caregivers with two (2) weeks notice of the requirement to attend training outside of their normal rostered working hours;
 - (iii) Where a Caregiver attends training they will be paid their basic periodic rate of pay and the Vehicle/Travelling Allowance (clause G2) for the travel time that is in excess of the time normally taken for the Caregiver to attend work;
 - (iv) Training must be arranged so Full-Time Caregivers receive a minimum break as set out in clause F5. Where practicable, similar arrangements should also be made available to all other Caregivers.

J2. PROFESSIONAL DEVELOPMENT AND STUDY LEAVE

- a. The Employer is committed to providing and supporting training and educational opportunities to ensure that Caregivers are able to meet the Employer's best practice objectives.
- b. Further staff development can be achieved through a formal course of study at a recognised institution, or developmental activities such as management or executive programs, conferences and seminars.
- c. Consistent with the above, Caregivers can make application for up to five days paid study leave per year for courses related to work and approved by the Employer. Such leave is not applicable to Casual Caregivers, will not accrue year to year and will be pro-rated for Part-Time Caregivers.

K. TERMINATION OF EMPLOYMENT

K1. RESIGNATION

- a. Caregivers may resign from their employment by giving the following notice:

Caregiver	Notice
Not more than 1 year	One weeks
More than 1 year but not more than 3 years	Two weeks
More than 3 years but not more than 5 years	Three weeks
More than 5 years	Four weeks
Casual Caregiver	To the end of the current shift

K2. TERMINATION ON NOTICE

- a. The Employer may terminate the Caregiver's employment by giving the following written notice, or payment in lieu of such notice:

Caregiver's period of continuous service	Notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

If the Caregiver is over 45 year of age and has completed at least two years of continuous service with the Employer, the Caregiver is entitled to an additional week's notice.

- b. The Employer may terminate the employment of a Casual Caregiver by giving notice to the end of the current shift worked.
- c. The Employer may terminate the employment of a Caregiver during the probationary period by giving one week's written notice, or payment in lieu, of such notice

K3. SUMMARY TERMINATION (WITHOUT NOTICE)

The Employer may, without notice, summarily dismiss a Caregiver at any time for serious misconduct or wilful disobedience. Payment is up to the time of dismissal only.

K4. ABANDONMENT OF EMPLOYMENT

- a. Where a Caregiver is absent from work, the onus is on the Caregiver to notify the Employer as soon as possible on the day of absence.
- b. Where the Caregiver is absent from work for a continuous period of two working days without the consent of, and without notification to, the Employer, the Employer may inform the Caregiver in writing that unless the Caregiver provides a satisfactory explanation for her or his absence within two days of the receipt of such a request, the Caregiver will be considered to have abandoned their employment.

K5. REDUNDANCY

- a. Redundancy occurs where the Employer has made a definite decision that the Employer no longer wishes the job the Caregiver has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.
- b. Upon termination of the Caregiver's employment due to redundancy, the Employer will pay the Caregiver the following severance payment:
 - (i) Where the Caregiver is under 45 years of age:

Minimum years of 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	7 weeks pay
3 years and less than 4 years	10 weeks pay
4 years and less than 5 years	12 weeks pay
5 years and less than 6 years	14 weeks pay
6 years and over	16 weeks pay

- (ii) Where the Caregiver is 45 years of age or over:

Minimum years of service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	8.75 weeks pay
3 years and less than 4 years	12.5 weeks pay
4 years and less than 5 years	15 weeks pay
5 years and less than 6 years	17.5 weeks pay
6 years and over	20 weeks pay

- c. The Caregiver is not entitled to notice (Clause K2) or severance pay where:
- (i) the Caregiver's position is redundant and the Caregiver is offered employment in another position comparable in status and remuneration to their position; or
 - (ii) part or all of the Employer's business is transmitted by way of sale, assignment or succession and the Caregiver is offered employment with the purchaser, assignee or successor of the business (or part) on terms that overall are no less favourable than provided for in this Agreement.
- d. For the purposes of this clause "continuous service" means a Caregiver's service with the Employer during the whole of the period, including a period of authorised paid leave. Periods of leave without pay, including parental leave without pay, do not break the continuity of service of a Caregiver but are not to be taken into account.
- e. For the purpose of this clause a "weeks pay" means the greater of:
- (i) the Caregiver's basic rate of pay (excluding overtime) plus shift and weekend work allowances; or
 - (ii) the Caregiver's average actual weekly earnings over the preceding twelve months from the date of termination.

Signed for and on behalf of the HSU New South Wales, as a bargaining representative, by its duly authorised officer:



Gerard Hayes

Secretary

HSU New South Wales Branch

Level 2, 109 Pitt Street

SYDNEY NSW 2000



WITNESS

Janaki Puvanarajah CPA

Level 2, 109 Pitt Street

SYDNEY NSW 2000

Authority to sign Agreement on behalf of employees is in accordance with Rule 40 of the Rules of the Health Services Union.

EXECUTED by THE HEALTH SERVICES UNION
NEW SOUTH WALES by being signed by
those persons who are authorised to sign
on its behalf:

Witness

Name of Witness

Address of Witness

DATED

Name of Authorised Officer

Position of Authorised Officer

Address of Authorised Officer

/ / 2017

EXECUTED by THE AUSTRALIAN SALARIED
MEDICAL OFFICERS' FEDERATION NEW
SOUTH WALES by being signed by those
persons who are authorised to sign on its
behalf:

Witness

Name of Witness

Address of Witness

DATED

27/7/17

Name of Authorised Officer

Position of Authorised Officer

Address of Authorised Officer

27 / / 2017

EXECUTED by ST JOHN OF GOD HEALTH
CARE HAWKESBURY DISTRICT HEALTH
SERVICE by being signed by those persons
who are authorised to sign on its behalf:

Witness

Name of Witness

Address of Witness

DATED

Name of Authorised Officer

Position of Authorised Officer

Address of Authorised Officer

/ / 2017

EXECUTED by **THE HEALTH SERVICES UNION**
NEW SOUTH WALES by being signed by
those persons who are authorised to sign
on its behalf:

.....
Witness

.....
Name of Witness

.....
Address of Witness

DATED

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Name of Authorised Officer

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Position of Authorised Officer

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Address of Authorised Officer

/ / 2017

EXECUTED by **THE AUSTRALIAN SALARIED**
MEDICAL OFFICERS' FEDERATION NEW
SOUTH WALES by being signed by those
persons who are authorised to sign on its
behalf:

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Witness

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Name of Witness

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Address of Witness

DATED

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Name of Authorised Officer

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Position of Authorised Officer

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Address of Authorised Officer

/ / 2017

EXECUTED by **ST JOHN OF GOD HEALTH**
CARE HAWKESBURY DISTRICT HEALTH
SERVICE by being signed by those persons
who are authorised to sign on its behalf:

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Witness

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Name of Witness

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Address of Witness

DATED

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Name of Authorised Officer

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Position of Authorised Officer

.....
Address of Authorised Officer

28 / 7 / 2017

Sonia Hicks
SONIA HICKS
10/454 SCARBOROUGH BEACH RD
OSBORNE PARK
WA 6017,

28/7/17,

BENJAMIN IMENGLING
BENJAMIN IMENGLING
SENIOR IR OFFICER / ADVISOR
10/454 SCARBOROUGH BEACH ROAD,
OSBORNE PARK WA
6017.

SCHEDULE ONE – RATES OF PAY

Classification	Current Rate	Hourly rate of pay from the first full pay period on or after 1 Jul 2017	Hourly rate of pay from the first full pay period on or after 1 Dec 2017	Hourly rate of pay from the first full pay period on or after 1 Jul 2018	Hourly rate of pay from the first full pay period on or after 1 Dec 2018	Hourly rate of pay from the first full pay period on or after 1 Jul 2019	Hourly rate of pay from the first full pay period on or after 1 Dec 2019
		3.00%	0.50%	3.00%	1.00%	3.00%	1.00%
Clerical & Administration							
Grade 1 Yr 1	20.1329	20.7369	20.8406	21.4658	21.6804	22.3309	22.5542
Grade 1 Yr 2	20.6771	21.2974	21.4039	22.0460	22.2665	22.9345	23.1638
Grade 1 Yr 3	21.1728	21.8080	21.9170	22.5745	22.8003	23.4843	23.7191
Grade 1 Yr 4	21.5784	22.2258	22.3369	23.0070	23.2371	23.9342	24.1735
Grade 1 Yr 5	21.9909	22.6506	22.7639	23.4468	23.6813	24.3917	24.6356
Grade 2 Yr 1	22.6668	23.3468	23.4635	24.1674	24.4091	25.1414	25.3928
Grade 2 Yr 2	23.2804	23.9788	24.0987	24.8217	25.0699	25.8220	26.0802
Grade 3 Yr 1	23.9043	24.6214	24.7445	25.4869	25.7417	26.5140	26.7791
Grade 3 Yr 2	24.4520	25.1856	25.3115	26.0708	26.3315	27.1215	27.3927
Grade 4 Yr 1	24.9755	25.7248	25.8534	26.6290	26.8953	27.7021	27.9792
Grade 4 Yr 2	25.4573	26.2210	26.3521	27.1427	27.4141	28.2365	28.5189
Grade 5 Yr 1	26.0951	26.8780	27.0123	27.8227	28.1009	28.9440	29.2334
Grade 5 Yr 2	26.6047	27.4028	27.5399	28.3661	28.6497	29.5092	29.8043
Medical Records							
Medical Records Officer/Clinical Coder							
Yr 1	26.0778	26.8601	26.9944	27.8043	28.0823	28.9248	29.2140
Yr 2	26.5249	27.3206	27.4573	28.2810	28.5638	29.4207	29.7149
Yr 3	26.9756	27.7849	27.9238	28.7615	29.0491	29.9206	30.2198
Yr 4	27.4123	28.2347	28.3758	29.2271	29.5194	30.4050	30.7090
Yr 5	27.9046	28.7417	28.8854	29.7520	30.0495	30.9510	31.2605
Yr 6	28.4939	29.3487	29.4955	30.3803	30.6841	31.6047	31.9207
Yr 7	29.0693	29.9414	30.0911	30.9938	31.3038	32.2429	32.5653
Yr 8	30.3588	31.2696	31.4259	32.3687	32.6924	33.6731	34.0099

Classification	Current Rate	Hourly rate of pay from the first full pay period on or after 1 Jul 2017	Hourly rate of pay from the first full pay period on or after 1 Dec 2017	Hourly rate of pay from the first full pay period on or after 1 Jul 2018	Hourly rate of pay from the first full pay period on or after 1 Dec 2018	Hourly rate of pay from the first full pay period on or after 1 Jul 2019	Hourly rate of pay from the first full pay period on or after 1 Dec 2019
		3.00%	0.50%	3.00%	1.00%	3.00%	1.00%
Central Sterile Supply Department							
Sterilisation Technician							
Grade 1	n/a	23.4222	23.5393	24.2455	24.4879	25.2226	25.4748
Grade 2	n/a	25.8942	26.0237	26.8044	27.0724	27.8846	28.1634
Grade 3	n/a	28.7679	28.9117	29.7791	30.0769	30.9792	31.2890
Grade 4	n/a	30.1893	30.3402	31.2505	31.5630	32.5098	32.8349
Maintenance							
Handyperson	24.2544	24.9820	25.1069	25.8602	26.1188	26.9023	27.1713
Gardener							
Otherwise	21.2629	21.9008	22.0103	22.6706	22.8973	23.5842	23.8201
Qualified	21.7413	22.3935	22.5055	23.1807	23.4125	24.1149	24.3560
Electrician	29.4810	30.3654	30.5173	31.4328	31.7471	32.6995	33.0265
Plumber	28.2264	29.0732	29.2186	30.0951	30.3961	31.3079	31.6210
Fitter	26.3447	27.1350	27.2707	28.0888	28.3697	29.2208	29.5130
Hotel Services							
General Services Officer							
Grade 1	20.3290	20.9389	21.0436	21.6749	21.8916	22.5484	22.7739
Grade 2	20.8227	21.4474	21.5546	22.2013	22.4233	23.0960	23.3269
Grade 3	21.1659	21.8009	21.9099	22.5672	22.7928	23.4766	23.7114
Grade 4 Yr 1	21.6269	22.2757	22.3871	23.0587	23.2893	23.9880	24.2278
Grade 4 Yr 2	21.9493	22.6078	22.7208	23.4024	23.6365	24.3456	24.5890
Grade 4 Yr 3	22.4207	23.0933	23.2088	23.9051	24.1441	24.8684	25.1171
Cook							
Grade A	22.1746	22.8398	22.9540	23.6427	23.8791	24.5955	24.8414
Grade B	21.6893	22.3400	22.4517	23.1252	23.3565	24.0572	24.2977

Classification		Hourly rate of pay from the first full pay period on or after 1 Jul 2017	Hourly rate of pay from the first full pay period on or after 1 Dec 2017	Hourly rate of pay from the first full pay period on or after 1 Jul 2018	Hourly rate of pay from the first full pay period on or after 1 Dec 2018	Hourly rate of pay from the first full pay period on or after 1 Jul 2019	Hourly rate of pay from the first full pay period on or after 1 Dec 2019
		3.00%	0.50%	3.00%	1.00%	3.00%	1.00%
Chef							
Yr 1	22.9060	23.5932	23.7111	24.4225	24.6667	25.4067	25.6608
Yr 2	23.2977	23.9966	24.1166	24.8401	25.0885	25.8412	26.0996
Linen Supply Officer	n/a	23.3718	23.4887	24.1934	24.4353	25.1683	25.4200
Hotel Services Supervisor	32.2723	33.2405	33.4067	34.4089	34.7530	35.7955	36.1535
Apprentices							
Cook							
Yr 1	13.0129	13.4033	13.4703	13.8744	14.0132	14.4336	14.5779
Yr 2	17.8936	18.4304	18.5226	19.0782	19.2690	19.8471	20.0456
Yr 3	20.0636	20.6655	20.7688	21.3919	21.6058	22.2540	22.4765
Yr 4	21.0673	21.6993	21.8078	22.4621	22.6867	23.3673	23.6009
Gardener							
Yr 1	10.8706	11.1967	11.2527	11.5903	11.7062	12.0574	12.1779
Yr 2	13.0441	13.4354	13.5026	13.9077	14.0468	14.4682	14.6128
Yr 3	17.3944	17.9162	18.0058	18.5460	18.7314	19.2934	19.4863
Yr 4	19.5679	20.1549	20.2557	20.8634	21.0720	21.7042	21.9212
Support Services							
Wardsperson							
Yr 1	21.2907	21.9294	22.0391	22.7002	22.9272	23.6151	23.8512
Yr 2	21.4189	22.0615	22.1718	22.8369	23.0653	23.7573	23.9948
Health & Security Assistant	22.5547	23.2313	23.3475	24.0479	24.2884	25.0171	25.2672
Patient Service Assistant	20.8227	21.4474	21.5546	22.2013	22.4233	23.0960	23.3269
Security Officer							
Grade 1	23.6825	24.3930	24.5149	25.2504	25.5029	26.2680	26.5307
Grade 2	24.5387	25.2749	25.4012	26.1633	26.4249	27.2177	27.4898

Classification	Current Rate	Hourly rate of pay from the first full pay period on or after 1 Jul 2017	Hourly rate of pay from the first full pay period on or after 1 Dec 2017	Hourly rate of pay from the first full pay period on or after 1 Jul 2018	Hourly rate of pay from the first full pay period on or after 1 Dec 2018	Hourly rate of pay from the first full pay period on or after 1 Jul 2019	Hourly rate of pay from the first full pay period on or after 1 Dec 2019
		3.00%	0.50%	3.00%	1.00%	3.00%	1.00%
Operating Theatre Assistant							
Grade 1	n/a	22.6129	22.7260	23.4078	23.6419	24.3511	24.5946
Grade 2	n/a	23.0411	23.1563	23.8510	24.0895	24.8122	25.0603
Grade 3	n/a	23.7518	23.8706	24.5867	24.8325	25.5775	25.8333
Motor Vehicle Driver - Trucks & Ambulance	21.8592	22.5150	22.6276	23.3064	23.5394	24.2456	24.4881
Storeperson	22.6911	23.3718	23.4887	24.1934	24.4353	25.1683	25.4200
Stores Supervisor	27.5745	28.4017	28.5437	29.4001	29.6941	30.5849	30.8907
Classification	Current Rate	Hourly rate of pay from the first full pay period on or after 1 July 2017		Hourly rate of pay from the first full pay period on or after 1 July 2018		Hourly rate of pay from the first full pay period on or after 1 July 2019	
		2.50%		2.50%		2.50%	
Medical Officers							
Intern	31.9722	32.7715		33.5908		34.4305	
Resident							
Yr 1	37.6063	38.5464		39.5101		40.4978	
Yr 2	41.4372	42.4732		43.5350		44.6234	
Yr 3	47.0334	48.2092		49.4145		50.6498	
Yr 4	51.1250	52.4031		53.7132		55.0560	
Registrar							
Yr 1	47.0334	48.2092		49.4145		50.6498	
Yr 2	51.1250	52.4031		53.7132		55.0560	
Yr 3	55.2323	56.6131		58.0284		59.4791	
Yr 4	59.1761	60.6555		62.1719		63.7262	

Classification	Current Rate	Hourly rate of pay from the first full pay period on or after 1 July 2017	Hourly rate of pay from the first full pay period on or after 1 July 2018	Hourly rate of pay from the first full pay period on or after 1 July 2019
		2.50%	2.50%	2.50%
Senior Registrar (by appointment)	66.6290	68.2948	70.0021	71.7522
Career Medical Officer Grade 1				
Yr 1	59.1761	60.6555	62.1719	63.7262
Yr 2	63.8021	65.3972	67.0321	68.7079
Yr 3	66.6290	68.2948	70.0021	71.7522
Yr 4	68.9044	70.6270	72.3926	74.2025
Yr 5	71.6554	73.4467	75.2829	77.1650
Career Medical Officer Grade 2				
Yr 1	74.4403	76.3013	78.2088	80.1640
Yr 2	76.7778	78.6973	80.6647	82.6813
Yr 3	81.3229	83.3559	85.4398	87.5758
Yr 4	88.5445	90.7581	93.0271	95.3528
Senior Career Medical Officer (by appointment)				
Yr 1	95.3988	97.7838	100.2283	102.7341
Yr 2	102.4408	105.0018	107.6269	110.3175
Allied Health				
Allied Health Assistant				
Yr 1	24.4509	25.0621	25.6887	26.3309
Yr 2	25.0239	25.6495	26.2907	26.9480
Yr 3	25.4781	26.1150	26.7679	27.4371
Community Care Aide	20.8279	21.3486	21.8823	22.4294

Classification	Current Rate	Hourly rate of pay from the first full pay period on or after 1 July 2017	Hourly rate of pay from the first full pay period on or after 1 July 2018	Hourly rate of pay from the first full pay period on or after 1 July 2019
		2.50%	2.50%	2.50%
Health Professionals				
Grade 1 Yr 1	29.4443	30.1804	30.9349	31.7082
Grade 1 Yr 2	30.5797	31.3442	32.1278	32.9310
Grade 1 Yr 3	32.5127	33.3255	34.1586	35.0126
Grade 1 Yr 4	34.7968	35.6667	36.5584	37.4723
Grade 2 Yr 1	37.2526	38.1839	39.1385	40.1169
Grade 2 Yr 2	39.6634	40.6550	41.6714	42.7132
Grade 2 Yr 3	41.6307	42.6715	43.7383	44.8317
Grade 2 Yr 4	42.9985	44.0735	45.1753	46.3047
Grade 3 Yr 1	46.3046	47.4622	48.6488	49.8650
Grade 3 Yr 2	47.8810	49.0781	50.3050	51.5626
Grade 4 Yr 1	50.3130	51.5709	52.8601	54.1816
Grade 4 Yr 2	51.5885	52.8782	54.2001	55.5551
Grade 5 Yr 1	54.2080	55.5631	56.9522	58.3760
Grade 5 Yr 2	55.5811	56.9706	58.3949	59.8547
Grade 6 Yr 1	58.3748	59.8342	61.3301	62.8633
Grade 6 Yr 2	59.8774	61.3743	62.9086	64.4814
Psychologists				
Yr 1	31.1448	31.9234	32.7215	33.5396
Yr 2	32.8691	33.6909	34.5331	35.3965
Yr 3	34.5935	35.4583	36.3447	37.2534
Yr 4	36.7482	37.6669	38.6086	39.5738
Yr 5	38.9056	39.8782	40.8752	41.8971
Yr 6	41.0603	42.0868	43.1390	44.2175
Yr 7	43.2177	44.2982	45.4056	46.5407
Yr 8	44.9420	46.0656	47.2172	48.3977
Yr 9	46.6637	47.8303	49.0261	50.2517

Classification	Current Rate	Hourly rate of pay from the first full pay period on or after 1 Jul 2017	Hourly rate of pay from the first full pay period on or after 1 Dec 2017	Hourly rate of pay from the first full pay period on or after 1 Jul 2018	Hourly rate of pay from the first full pay period on or after 1 Dec 2018	Hourly rate of pay from the first full pay period on or after 1 Jul 2019	Hourly rate of pay from the first full pay period on or after 1 Dec 2019
		3.00%	0.50%	3.00%	1.00%	3.00%	1.00%
Pharmacy Department							
Pharmacy Assistant							
Grade 1	n/a	25.1463	25.2720	26.0302	26.2905	27.0792	27.3500
Grade 2	n/a	25.7520	25.8807	26.6571	26.9237	27.7314	28.0087
Pharmacy Technician							
Grade 1	n/a	25.7520	25.8807	26.6571	26.9237	27.7314	28.0087
Grade 2	n/a	26.6551	26.7883	27.5920	27.8679	28.7039	28.9910
Grade 3	n/a	29.4864	29.6339	30.5229	30.8281	31.7529	32.0705
Grade 4	n/a	32.3924	32.5543	33.5310	33.8663	34.8823	35.2311
	Current Rate	Hourly rate of pay from the first full pay period on or after 1 July 2017		Hourly rate of pay from the first full pay period on or after 1 July 2018		Hourly rate of pay from the first full pay period on or after 1 July 2019	
		2.50%		2.00%		2.00%	
Pharmacists							
Grade 3 Yr 1 (Senior Clinician)	48.0300	49.2308		50.2154		51.2197	
Grade 3 Yr 2 (Senior Clinician)	49.6500	50.8913		51.9091		52.9473	
Grade 3 Yr 3 (Senior Clinician)	51.0700	52.3468		53.3937		54.4616	
Grade 4 Yr 1 (Team Leader / Deputy Department Head)	56.6200	58.0355		59.1962		60.3801	
Grade 4 Yr 2 (Team Leader / Deputy Department Head)	58.1900	59.6448		60.8376		62.0544	
Grade 5 Yr 1 (Chief Pharmacist)	58.1900	59.6448		60.8376		62.0544	
Grade 5 Yr 2 (Chief Pharmacist)	60.1700	61.6743		62.9077		64.1659	
NB: Grade 1 and 2 Pharmacists shall be paid in accordance with the Health Professional rates of pay above							

SCHEDULE TWO – ALLOWANCE RATES

Item	Clause	Category	Per	Current rate	FFPP after 1 Jul 2017	FFPP after 1 Jul 2018	FFPP after 1 Jul 2019
					2.50%	2.50%	2.50%
1	F5c	Meal Allowance					
		Breakfast	Meal	14.5	14.86	15.23	15.61
		Lunch	Meal	18.44	18.90	19.37	19.86
		Dinner	Meal	27.63	28.32	29.03	29.75
2	G2	Motor Vehicle	Km	0.78	TBA	TBA	TBA
3	G3	Uniform	Week	2.77	2.84	2.91	2.98
4	G3	Laundry	Week	1.71	1.75	1.80	1.84
5	G4	On-call					
			Day	24.36	24.97	25.59	26.23
			RDO	47.5	48.69	49.90	51.15
6	G6	Leading Hand					
		In charge of 2 to 5 employees	Week	26.07	26.72	27.39	28.07
		In charge of 6 to 10 employees	Week	36.75	37.67	38.61	39.58
		In charge of 11 to 15 employees	Week	46.51	47.67	48.86	50.09
		In charge of 16 to 19 employees	Week	56.64	58.06	59.51	61.00
7	G7	Team Leader Hotel Services	Shift	23.32	23.90	24.50	25.11
8	G8	Apprentice					
		Certificate of exam pass	Week	2.41	2.47	2.53	2.60
		Each subsequent year	Week	2.41	2.47	2.53	2.60
9	G9	Nauseous Linen / Handling Allowance	Hour	0.28	0.29	0.29	0.30

10	G10	Infectious Cleaning	Shift	5.64	5.78	5.93	6.07
11	G11	Loan Equipment Co-ordination	Hour	2.19	2.24	2.30	2.36

Note: Item 2 Motor Vehicle allowance rate will be set as the same rate approved by the Fair Work Commission as an adjustment to the rate at Clause 18.13 of the Health Professionals and Support Services Award 2010 for each year of this Agreement.