

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/189

**TITLE:** St Vincents and Mater Health Sydney Ltd The Mater Support Services Enterprise Agreement 2002

**I.R.C. NO:** IRC02/2261

**DATE APPROVED/COMMENCEMENT:** 14 May 2002/1 January 2002

**TERM:** 31 December 2002

**NEW AGREEMENT OR  
VARIATION:** New. Replaces EA00/301

**GAZETTAL REFERENCE:** 21 June 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 51

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to Support Service Staff employees only (excludes Medical and nursing staff) as defined in clause 3 of the Private Hospital Employees' (State) Award.

**PARTIES:** St Vincents and Mater Health Sydney Limited -&- The Health and Research Employees' Association of New South Wales



Registered  
Enterprise Agreement  
Industrial Registrar

**ST VINCENTS & MATER HEALTH  
SYDNEY LTD**

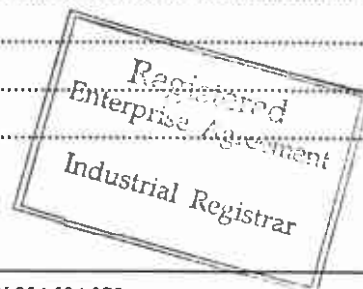
**THE MATER**

**SUPPORT SERVICES ENTERPRISE**

**AGREEMENT 2002**

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## **PART 1 - AGREEMENT FORMALITIES**

### **1. Title**

This agreement shall be known as the *Mater Hospital Support Services Enterprise Agreement, 2002*.

### **2. Area, Incidence and Parties Bound**

The Mater Hospital Support Services Enterprise Agreement ("the Agreement") shall be binding upon the Mater Hospital (a facility within St Vincents & Mater Health Sydney Limited ACN 054 594 375) ("the Mater") located at Rocklands Road, North Sydney and the Health and Research Employees' Association of New South Wales ("the Association").

The Mater and the Association comprise the parties to the Agreement ("the Parties").

The Agreement will cover employees as defined in Clause 3 of the Private Hospital Employees' (State) Award ("the Award").

### **3. Aim of the Agreement**

Consistent with the Mission, Values and Philosophy of the Sisters of Charity Health Service, this Agreement aims to build a culture of partnership between the Mater Private Hospital and its staff, as well as maintain and enhance the health services provided. Essentially this Agreement is designed to:

- provide varied and more fulfilling career path opportunities to staff;
- recognise the contribution and value of staff on an equitable, collaborative and consistent basis;
- attract, retain and motivate staff;
- focus the work of staff towards the Mission, Values, and Philosophy of the Sisters of Charity Health Service, and the corporate objectives and strategic plans of The Mater;
- encourage and promote the active contribution of staff towards initiatives that improve the quality and increase the efficiency of Hospital services;
- encourage the development, maintenance and improvement of performance measurement indicators in all departments represented by the staff covered by this Agreement.

Through a mixture of efficiency and productivity, the Mater Hospital will continue to provide a first class service to patients, and be a place where the quality of working life is the benchmark for other service providers.



#### 4. Objectives

The objectives of the Agreement are:

- \* To deliver a performance management system which provides financial reward for achievement beyond merely satisfactory job standards and outcomes.
- \* To introduce more flexible work arrangements in the interest of employee development and operational efficiency.
- \* To deliver to employees a single pay increase during each twelve month of the Agreement.
- \* To introduce improved communications between management and staff.
- \* To more clearly define appropriate employee behaviour and attitude.
- \* To continue criminal record checking for all current and future employees.

#### 5. Workforce Management and Flexibility

The parties acknowledge that it is beneficial to provide some flexibility in staff attendance requirements, utilising the following principles:

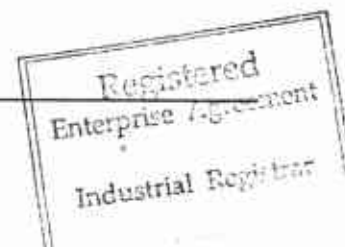
- flexible staffing arrangements must not result in any diminution of service to clients;
- no additional costs shall be incurred as a direct result of flexible staffing arrangements;
- organisational units may present a plan to the relevant Department Head for initial approval of any planned scheme on flexible working hours, which must have the support of the majority of employees in the organisational unit. Final approval of any scheme will rest with the Executive Management Team.

Where there is mutual consent between the affected parties within the work area, flexible working arrangements may be entered into in order to accommodate the changing activities of the Hospital and family/work commitments of employees. Such arrangements shall be confirmed in writing.

The parties also agree that the following guiding principles will be also be utilised to assist in achieving optimal workplace outcomes:

##### *Management*

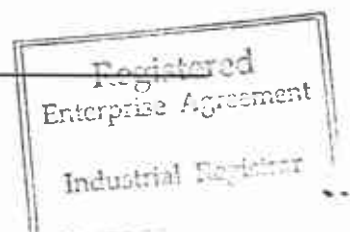
- \* The Mater will ensure that employees receive the appropriate training for their tasks and functions.



- \* The Mater will make every reasonable effort to ensure employees are provided with advice on variation to their work functions.
- \* The Mater will include employee representatives and their Association representatives in the management of this Agreement throughout the life of the Agreement.
- \* The Mater will maintain a consultative management process on the administration of the Agreement.
- \* The Mater will review the pay rates of employees throughout the term of the Agreement in the context of the financial position of the Hospital and market rate movements.
- \* The Mater will undertake a survey of employees to identify the potential demand for child care facilities at or near-by to the Mater, along with undertaking a cost analysis of establishing such a facility. Such analysis should also identify the fees that may need to be imposed on employees accessing the facility on a cost recovery basis only. The Mater will complete this survey and subsequent research within six months of this agreement being certified, and make such findings available to the Association workplace delegates, with the view of discussing with the Association the efficacy of implementing any such proposal.

#### *Employees*

- \* Employees will at all times work and act in accordance with the stated values and mission of the Hospital and the to support achievement of Mater's "Our Vision" statement (Appendix "C")
- \* Employees will perform a wider range of functions and duties including on occasions work, which is incidental and peripheral to their main tasks and functions.
- \* Employees will support and participate in the implementation of the Mater's performance management policies.
- \* Employees will perform such work as is reasonable and lawfully required of them by management including accepting instruction from authorised personnel.
- \* Employees will comply with all reasonable requests to transfer or to perform any work covered by the Agreement.
- \* Employees will ensure that the quality, accuracy and completion of any job or task is performed to the satisfaction of the Mater.
- \* Employees will participate in all mandatory training and education carried out in the hospital as directed by their supervisor.



- \* Employees will at all times comply with the Mater's Code of Conduct (Appendix "E").
- \* Employees will cooperate with Mater when they undertake a survey of employees to identify the potential demand for child care facilities at or near-by to the Mater, along with undertaking a cost analysis of establishing such a facility, and participate in discussions concerning the efficacy of implementing any such proposal.

**6. Operative Dates for Agreements**

This Agreement shall take effect from the beginning of the first pay period on or after 1 January 2002 and shall remain in force until 31 December 2002.

**7. Relationship to Parent Award**

This Agreement shall be read in conjunction with the Award, and where there is any inconsistency, this Agreement shall apply. Furthermore where the Agreement is silent, the Award shall apply.

**8. Single Bargaining Unit**

A committee will be established to negotiate the Agreement.

The committee to be known as the Joint Consultative Committee will consist of:

- \* Up to four HREA member employees;
- \* Up to four representatives from the Mater;

The Committee will agree to consult regularly on matters affecting the parties to the Agreement and to consider issues which arise therein.

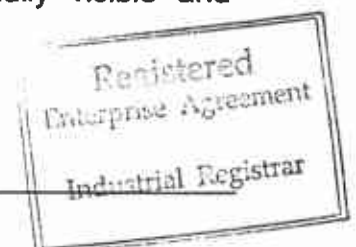
The Committee will meet up to four times each calendar year to discuss workplace issues and other matters arising out of this Agreement. Employees attending these meetings will be paid at normal rates.

**9. New Employees**

The parties agree that any new employee who is employed during the term of this Agreement will become a party to this Agreement. The new employee will be entitled to all benefits and be bound by all obligations of this Agreement from their date of employment.

**10. Agreement to be Displayed**

Copies of this Agreement shall be displayed in places readily visible and accessible to all parties covered by the Agreement.





**PART 2 – POSITION DEFINITIONS, CLASSIFICATIONS AND WORK LEVELS**

**11. Definitions**

- (i) Level 1 Hospital Officer will be defined by the work level statement Appendix "A" and without being limited by the duties described in the Private Hospital Employees' (State) Award will include:
  - \* General Services Officers Grade I, II
- (ii) Level 2 Hospital Officer will be defined by the work level statement Appendix "A" and without being limited by the duties described in the Private Hospital Employees' (State) Award will include:
  - \* General Services Officers Grade III, IV (Year 1)
- (iii) Level 3 Hospital Officer will be defined by the work level statement Appendix "A" and without being limited by the duties described in the Private Hospital Employees' (State) Award will include:
  - \* General Services Officer Grade IV, (Year 2 & t/a), Gardener, CSSD Technician (Year 1 & Year 2), Cook A & B, Clerk Grade I.
- (iv) Level 4 Hospital Officer will be defined by the work level statement Appendix "A" and without being limited by the duties described in the Private Hospital Employees' (State) Award will include:
  - \* Chef 1 & 2, Clerk Grade II, CSSD Technician (Year 3).
- (v) Level 5 Hospital Officer will be defined by the work level statement Appendix "A" and without being limited by the duties described in the Private Hospital Employees' (State) Award will include:
  - \* Catering Officer 1 & 2, Clerk Grade III, Clerk Grade IV, Assistant Supervisor of CSSD.
- (vi) Level 6 Hospital Officer will be defined by the work level statement Appendix "A" and without being limited by the duties described in the Private Hospital Employees' (State) Award will include:
  - \* Maintenance Supervisor (Other), Clerk Grade V.
- (vii) Level 7 will be defined according to the work level statement Appendix "A" and has no relation to the Private Hospital Employees' (State) Award.

**Note:** All other definitions are implied throughout the Agreement. Any dispute arising about a definition shall be dealt with by the Joint Consultative Committee.

## **12. Classifications**

This agreement recognises that the gradings or work levels have been designed to meet the specific organisational and business needs of the Mater.

### *Administration of work levels and gradings*

The Parties agree that following consultation with the Association, the Mater will administer the gradings and work level. Consultation will only occur where a grading of a category adversely affects employees.

## **13. Work Levels**

There are seven work levels of employee within the Agreement.

Work Level Seven is a work level specific to the Mater, and cannot be translated from the Award.

Employees will perform work as described in the Work Level Statement at Appendix "A" – Work Level Statements.

## **14. Conversion to Work Levels**

The conversion of the job categories stipulated under the Award into the Work Levels is outlined in a Conversion Table at Appendix "B" – Work Level Conversion Table.

## **15. Dispute of Classification**

A dispute in relation to classification, grading or work level of existing employees or new employees will be resolved using the Grievance Procedure contained in this Agreement (Clause 42).



### **PART 3 – WAGES AND REMUNERATION**

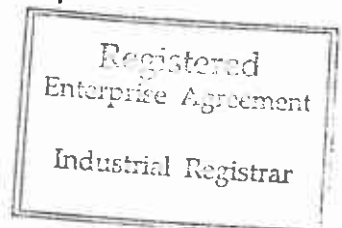
#### **16. Wages**

Employees will not be paid less than the appropriate level set out in this Agreement.

Apart from the wage increases outlined above and the employer contributions to employee superannuation as required by the Superannuation Guarantee Legislation from time to time, there shall be no other wage or other labour-related cost increase for the life of the Agreement.

The Mater and HREA agree to monitor and discuss pay rate movements in both the private and public sectors during the course of this Agreement. These movements will be carefully considered during the negotiation phase of the subsequent Agreement.

*See Appendix "D" for wage rates.*



#### **17. Remuneration Packaging**

- (i) The parties agree to discuss and facilitate the implementation of remuneration packaging if the Mater attains the appropriate payroll system during the life of this agreement.

In the event of remuneration packaging being introduced, the parties agree that the following sub clauses establishes the basis for implementation although these do not remove the necessity of discussions between the Mater and the Association regarding benefits to be obtained and processes to be utilised:

- (a) Where agreed between The Mater and an employee, the employee may elect to be paid in the form of a remuneration package. The terms and conditions of such a package shall not, viewed objectively, be less favourable than the entitlements otherwise available under this award.
- (b) The Mater shall ensure that the structure of the package complies with taxation and other relevant laws, and the amount available to be packaged is to the maximum permitted by such taxation and relevant laws.
- (c) A copy of the package and associated documentation will be made available to the employee, and will be signed by both The Mater and the employee.

#### **18. Salary Sacrifice to Superannuation**

- (i) An employee may elect to sacrifice some or all of the salary payable to them under this agreement to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate.

Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions it will be:

- (a) subject to Australian Taxation Law, the sacrificed portion of salary will reduce the salary subject to appropriate taxation deductions by the amount of that sacrificed portion; and
  - (b) any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly worker's compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under the relevant award or any applicable Award, Act, or Statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the relevant award in the absence of any salary sacrifice to superannuation made under this award.
- (ii) Where an employee elects to salary sacrifice in terms above, the employer will pay the sacrificed amount into the relevant superannuation fund.
  - (iii) The Mater must ensure that the amount of any additional employer superannuation contributions specified in subclause (1) above is included in the employee's superannuable salary that is notified to the relevant superannuation fund.

## 19. Allowances

All allowances are inclusive in the levels within the Agreement.

- \* The Uniform Allowance in accordance with the Private Hospital Employees' (State) Award will be paid.
- \* The Long Service Allowance will continue to be paid.
- \* The Central Certificate Allowance will continue to be paid.
- \* The Fire Officer's Allowance will continue to be paid.

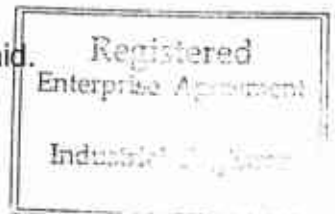
## 20. Pay Points

There are two pay points, which exist within each Work Level at the Mater.

- \* Pay Point One – Introductory or Year One.

Generally new employees will commence at Pay Point One.

New employees will undergo a Probation of twelve weeks during which their competencies, skills and performance will be assessed as well as their compliance with the Policies and Vision Statement (attached) of the Mater. After a satisfactory Probation report by their supervisor the employee will proceed to Pay Point Two.



Where competencies, basic skills and performance are not to the required standard after 12 weeks, a supervisor may recommend a further period of probation for up to 12 months or until the new employee has achieved development to the required standard.

New employees who demonstrate the required standard of competencies and basic skills and who achieve satisfactory work performance within the probation period may be recommended by their supervisor to be accelerated to Pay Point Two.

A new employee with considerable and relevant industry experience may request to commence work at Pay Point Two. Appointment direct to Pay Point Two may be made by the Head of Department.

The Rate per Week Range for each Work Level at Pay Point One is indicated at Appendix "D".

\* Pay Point Two

Pay Point Two will be that point which an employee achieves after satisfactory probation and it will be the pay level for Year One of the Agreement.

The Rate per Week for each Work Level at Pay Point Two is indicated at Appendix "D".

## **21. Resolution of Disputes**

Resolution of disputes on remuneration and reward will be conducted in accordance with the Grievance Procedure outlined in the Agreement.

## **22. Ordinary Hours & Roster**

Where an employee is required to work according to a roster the following will apply:

- Work rosters will be posted in a visible place.
- All rosters will indicate the commencement and cessation times of the ordinary hours of work of the respective shifts for each employee.
- Changes or variations to shift rosters will be announced at least 7 days prior to becoming operative
- From time to time, a shift roster may be changed at any time to enable the Hospital to respond to unexpected issues that impact significantly changing activities and work demands.
- Places in shift rosters may be interchanged by agreement between the employees and the Department Head, provided that the change does not incur additional shift or overtime penalties as a consequence of the interchange.

The Flexible work/rostering practices outlined will not alter the shift/penalty arrangements within this agreement. All other conditions relating to the Private Hospital Employees' (State) Award will continue to apply, with the exception of the following:-

- (i) Allocated Days Off ("ADO") duty may not be rostered to occur on public holidays or weekends unless agreed upon by the employee.
- (ii) Accumulation of an ADO by an employee is to be approved by their supervisor, although such accumulation will in normal circumstances will be limited to a maximum of five ADOs in any period of four calendar months.
- (iii) During the life of this agreement, transitional arrangements will be discussed, agreed to and implemented between the Mater and any employee who has accumulated ADOs in excess of five in any period of four calendar months. The purpose of any agreed transitional arrangement with an employee is to amicably reduce the number of ADOs to a level that is consistent with sub clause (ii) above. An employee may seek the assistance of the Association in developing such arrangements with the Mater.
- (iv) A dispute in relation to sub clause (iii) above will be resolved using the Grievance Procedure contained in this Agreement (Clause 44).
- (v) Accumulated ADOs may be converted in exceptional circumstances to additional pay, paid at ordinary rates, upon request from the employee and with the approval of the Head of Department.

### 23. **Shift Work & Penalty Rates**

- (i) Work carried out between 6.00 am and 6.00 pm Monday to Friday shall be paid at ordinary rates.

Employees working less than eight hours per day, shall only be entitled to shift allowances where their shift commences prior to 6.00 am and/or finishes after 6.00 pm.

- (ii) Work carried out between 6.00 pm and 6.00 am Monday to Friday shall be paid at the rate of ordinary time plus 15%.

- (iii) (a) Afternoon shifts commencing at Midday or thereafter, shall attract a shift allowance of 10% for those hours worked up to 6.00 pm, and 15% thereafter.

- (b) Employees whose majority of shifts commence at 10.00 am as at the date this Agreement is registered shall continue to be paid, in addition to their ordinary rates, the 10% shift allowance payable from the time of such commencement in accordance with sub-clause (ii), Clause 13 – Penalty Rates and Shift Allowances, of



the Private Hospital Employees' (State) Award.

- (c) Employees whose majority of shifts commence at 11.00 am as at the date this Agreement is registered, shall continue to be paid, in addition to their ordinary rates, the following shift allowances:-

*	11.00 am to 12.00 noon	-	Nil
*	12.00 noon to 6.00 pm	-	10%
*	6.00 pm and thereafter	-	15%

- (d) The parties agree that should the shift pattern currently in use change significantly then the provisions of Clause 22 (iii) shall become the subject of further discussion and review.

- (e) A Permanent Part-Time Employee who works less than eight hours per day, and who finishes their shift after 6.00 pm shall be paid shift penalties in accordance with Clause 22 (iii)(a).

- (iv) Work carried out between midnight Friday and midnight Saturday shall be paid at the rate of ordinary time plus 50%.

- (v) Work carried out between midnight Saturday and midnight Sunday shall be paid at ordinary time plus 100% (casuals excluded - see Part IV, 19).

- (vi) Work carried out on a Public Holiday shall be paid at the rate of ordinary time plus 150%.

Alternatively, if the employee so elects at their annual anniversary – one half time extra payment, for all time worked in addition to the weekly rate and have one ordinary working day added to the period of annual leave.

Penalties expressed in (iii), (iv), (v) shall be in substitution for and not cumulative of allowances expressed in (ii) of this clause, and any casual loadings.

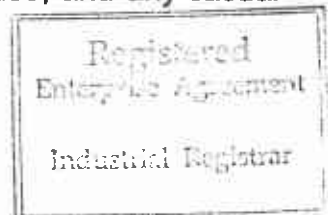
#### **24. Permanent Part-Time Work**

- (i) Permanent Part-Time Employees

- (a) A permanent part-time employee is defined as an employee who is permanently appointed to work a specified number of hours, which are less than those prescribed for a full-time employee.

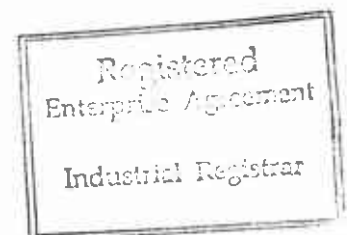
- (b) Permanent part-time employees shall be paid an hourly rate calculated on the basis of one-thirty-eight (1/38th) of the appropriate rate.

- (c) Permanent part-time employees shall be entitled to all other benefits of this Agreement not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.



## 25. **Casual Employees**

- (i) (a) A casual employee is defined as an employee who is engaged on an hourly basis otherwise than as a permanent part-time employee or full-time employee.
- (b) A casual employee is engaged in the following circumstances: for short-term periods where there is a need to supplement the workforce arising from fluctuations in the needs of the facility; or in the place of another employee who is absent; or in an emergency.
- (ii) A casual employee shall be paid an hourly rate calculated on the basis of one-thirty-eight (1/38th) of the appropriate rate, prescribed by this agreement, plus ten per cent thereof, with a minimum payment of two (2) hours for each engagement and one-thirty-eighth of the uniform and laundry allowances, where a uniform is not supplied.
- (iii) A casual employee who is required to and does work on a public holiday prescribed by Clause 15 of this award, shall be paid double time and one half for all time worked in lieu of the 10% allowance provided for in (ii) above.
- (iv) For weekend and public holiday work, casual employees shall in lieu of all other penalty rates and the 10% casual allowance, receive the following rates:-
  - (a) Time and one half for work between midnight Friday and midnight Saturday;
  - (b) Time and three quarters for work between midnight Saturday and midnight Sunday.
  - (c) Double time and one half for work on a public holiday.
- (v) Where overtime rates are payable, they shall be paid in lieu of the 10% casual loading.
- (vi) For the entitlement to annual leave, see Annual Holidays Act 1944.
- (vii) For the entitlement to long service leave, see Long Service Act 1955.
- (viii) With respect to a casual employee, the provisions of the following clauses within this agreement shall not apply:-
  - \* Annual Leave Loading
  - \* Sick Leave
  - \* Acting in Higher Positions
  - \* Jury Service
  - \* Family Leave and Carers' Leave
  - \* Ordinary Hours and Rosters
  - \* ADOs





**26. Shift Worker**

A shift worker is defined as an employee who routinely begins work after midday or routinely works on weekend. This definition will apply to both set roster and rotational rosters.

**27. Apprentice Chefs**

- (i) Indentured apprentice is defined as an employee who is serving a period of training under an indenture for the purpose of rendering them fit to be a qualified worker in the industry.
- (ii) Apprenticeship means an apprenticeship established under Division 2 of Part 3 of the Industrial and Commercial Training Act 1989.
- (iii) The minimum rates of wages for apprentice chefs will be the following percentages of Level 4 of the Enterprise Agreement;

1st Year	60%
2nd Year	70%
3rd Year	80%
4th Year	90%

- (iv) Apprentice Chefs shall have their hours of duty arranged in such a way to allow full attendance at mandatory Technical Advanced and Further Education College sessions.

**28. Time in Lieu**

- (i) The Hospital will allow employees to take time off in lieu of overtime. However, the employee retains choice between time in lieu and overtime.
  - (a) Such arrangements shall be done on an individual basis, ie agreement must be reached between an individual employee and his or her supervisor.
  - (b) Overtime hours worked qualify for an equal number of ordinary hours time off, eg four hours worked equals four hours off, at all times.
  - (c) A maximum of 40 hours overtime will be limited at any one time.
  - (d) Accrued time shall be taken within four months of having been worked.
  - (e) Time off accrued when taken is to be paid at the current rate of pay.
  - (f) Any untaken accrued time off shall be taken and paid for at the mutually agreed period or upon termination, at the original overtime rates.

## **29. Meal Breaks**

- (i) An employee shall not be required to work more than six (6) hours without a meal break. Such meal break shall be of between 30 and 60 minutes duration, and shall not count as time worked.
- (ii) Notwithstanding the provisions of sub-clause (i) above, an employee required to work in excess of ten (10) ordinary hours, shall be entitled to a 60 minute meal break, and shall not count as time worked. Such time shall be taken as either two 30 minute meal breaks or one 60 minute meal break, subject to agreement between the employer and the employee.
- (iii) An employee who is required to work overtime for more than two hours and such overtime goes beyond 7.00 am, 1.00 pm and 6.00 pm shall, at the option of the employer, be supplied with a meal, or meal allowance.

## **30. Payment and Particulars of Wages**

- (i) Wages will be paid fortnightly.
- (ii) On each pay day, currently every second Thursday, the pay shall be made up to the previous Monday. In the event of changing the payroll system, payment of monies due shall occur no later than five days after the final shift worked in that pay cycle.
- (iii) Employees shall have their wages paid by direct deposit or electronic transfer into one account with a bank or other financial institution in New South Wales as nominated by the employee. Variations to pay or termination payments may from time to time be paid by cheque.
- (iv) Wages shall be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees by close of business on pay day. Where the wages are not available to the employee by such time, due to circumstances beyond the employer's control, the employer shall not be held accountable for such delay.
- (v) Where the services of an employee are terminated with due notice all monies owing shall be paid upon cessation of employment but, in the case of termination without due notice, within the next three working days.
- (vi) On pay day, each employee shall be provided with a pay slip, which specifies the following particulars:-
  - (a) Name and date of payment;
  - (b) The period for which the payment is made;
  - (c) The gross amount of wages, including overtime and other earnings;
  - (d) The ordinary hourly rate;

- (e) The amount paid as overtime or such information as will enable the amount paid as overtime to be calculated by the employee;
- (f) The amount of other earnings and the purpose for which they are paid;
- (g) The amount deducted for taxation purposes;
- (h) The particulars of all other deductions;
- (i) The net amount paid.

Other information will be made available as the new Human Resources system permits.

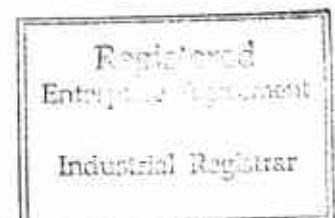
- (vii) Where the Mater has overpaid an employee, the Mater shall notify the employee of such overpayment and how such overpayment is made up, in writing, and may recover such amount, with the agreement of the employee as to the amount of the overpayment and the method of such recovery. This sub-clause authorises the use of deductions from wages for the purpose of such recovery. All such deductions from wages must be authorised in writing by the employee.

### **31. Acting in Higher Positions**

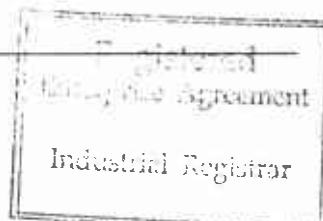
Generally, Hospital Officer Gradings have been designed to incorporate a range of work types and varieties.

An employee may be requested to act in a higher position, which is clearly more responsible than the established position. In this case, the person will be temporarily regraded whilst those particular duties are carried out and paid at a higher rate.

Higher Grade duties will be paid in the minimum payment of one ordinary shift, but will only become payable when at least three hours duty is carried out in the more higher position. Higher Grade duties will not be paid at any time to an employee relieving another on their ADOs.



## PART 4 - LEAVE



### 32. Annual Leave

- (i) After the completion of each 12 months' service with the Mater a full-time employee shall be entitled to 20 days' annual leave, exclusive of public holidays and a permanent part-time employee shall have a pro rata entitlement to annual leave calculated by reference to the number of hours worked in the relevant 12-month period.
- (ii) When an employee nominates to take annual leave, such annual leave shall be given by the Mater and shall be taken by the employee as determined by the Mater, provided that all leave accrued due must be taken within six months of accrual, except with the agreement of the Hospital or thereafter as the Hospital may require.
- (iii) When the Mater nominates or requires an employee to proceed on leave, the employee shall be given three months' notice where practicable and not less than one month's notice of the date upon which the employee shall enter upon annual leave.
- (iv) A leave loading of 17.5% of the relevant ordinary rate of pay for the period of leave then due shall be paid to full-time and permanent part-time employees prior to the taking of leave. The leave loading prescribed in this sub-clause shall not apply to proportionate payment of leave on termination of employment, except in cases of redundancy or medical retirement.
- (v) Where an employee who is a shift worker is given and takes an annual holiday they shall be paid the loading set out in sub-clause (iv) of this clause, provided that if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading.
- (vi) The Mater may allow annual leave to be taken by an employee before the right thereto has accrued due, however, the amount of leave must be at least due on a pro-rata basis.
- (vii) Payment shall not be made to an employee in lieu of any annual leave or part thereof to which the employee is entitled nor shall any such payment be accepted by the employee.

### 33. Sick Leave

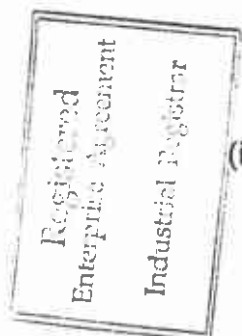
- (i) An employee shall not be entitled to sick leave until after three months' continuous service with the Mater.
- (ii) A full-time and permanent part-time employee on a pro-rata basis, shall

be entitled to sick leave on full pay, calculated by allowing seventy-six ordinary hours for each year of continuous service. Any unused sick leave prior to the commencement of this agreement or subsequently not bought out shall remain to the employee's credit.

- (iii) Each employee shall notify the Mater of their absence from work due to illness, where practicable prior to the commencement of their ordinary working time or rostered shift, and shall inform the employer of the expected duration of the absence.
- (iv) The Mater shall not change the rostered hours of work of an employee fixed by the roster or rosters applicable to the seven days immediately following the commencement of sick leave merely by reason of the fact that the employee is on sick leave.
- (v) All periods of sickness shall be certified by a legally qualified medical practitioner, provided however that the Mater shall dispense with the requirement of a medical certificate where the absence does not exceed two consecutive days or where in the employer's opinion the circumstances are such as not to warrant such requirements. This dispensation shall not apply when employees have submitted their notice of termination.
- (vi) An employee shall not be entitled to sick leave for a period during which the employee is receiving Workers' Compensation.
- (vii) Notwithstanding sub-clause (vi), where an employee continues to receive Workers' Compensation for a period in excess of 26 Weeks, the Hospital shall pay to the employee the difference between the amount received as Workers' Compensation and their full weekly wage until all the employee's sick leave entitlement under this clause has been used.

#### **34. Long Service Leave**

- (i) Every employee after five years' continuous service with the Mater shall be entitled to one month's long service leave on full pay; after ten years' continuous service to a further one month's long service leave on full pay; after fifteen years' continuous service to an additional one month's long service leave on full pay; and for each five years' continuous service thereafter to an additional one and one half months' long service leave on full pay. This long service leave, up to the amount accrued at the date of commencement of such leave, shall be taken at a time to be mutually arranged between the Mater and the employee, provided the minimum period taken is one month.
- (ii) Where the service of an employee with at least five years' service is terminated, the employee shall be entitled for five years' service to one month's long service leave on full pay and for service after 5 years to a proportionate amount of such leave on full pay calculated on the basis of 2 months' long service leave for 10 years' service.



- (iii) Where an employee has acquired a right to long service leave under subclauses (i) and (ii) of this clause, then and in every such case:-
- (a) If before such leave has been entered upon, the employment of such an employee has been terminated, the employee shall be entitled to receive the monetary value of the leave to which such staff member has been entitled computed at the rate of salary which such employee had been receiving immediately prior to the termination of employment.
  - (b) If an employee dies before entering upon long service leave, or if after having entered upon the same, dies before its termination, the employee's partner or children or other dependent relatives or their legal representatives, shall be entitled to receive the monetary value of the leave not taken or not completed, as the case may be, and computed at the rate of salary which the employee had been receiving at the time of death.
- (iv) For the purpose of this clause:
- (a) one month equals four and one third weeks;
  - (b) continuous service with the Mater prior to the coming into force of this Agreement shall be taken into account;
  - (c) continuous service shall be deemed not to have been broken by:-
    - (1) any period of absence on leave without pay not exceeding six months; or
    - (2) absence of an employee from the Mater whilst a member of the Defence Forces of the Commonwealth in time of war; or
    - (3) any period of absence on parental leave taken by the staff member in accordance with the Industrial Relations Act 1996.
- (v) Where any employee has been granted a period of long service leave prior to the coming into force of this Agreement the amount of such leave shall be debited against the amount of leave due under this Agreement.
- (vi) Any period(s) of part-time employment with the Mater shall count towards long service leave. The payment for such long service leave shall be calculated on the basis of the proportion that the average number of hours worked per week bears to 38 hours.

