Dear Member,

Yesterday, the *Healthscope NSW Health Professionals and Support Services Agreement 2017–2021* was approved by the Fair Work Commission. Your bargaining team made an arrangement for back pay to be paid from October last year. This means that staff should expect to see an additional payment in the next couple of weeks, according to your pay cycle. All the hard work and your input into the process is about to pay off.

Collective bargaining is an important right that enables workers to have a real say about the conditions in which they work. This is a right that unions will continue to fight for. Union members as a collective have the power to change and affect the course of bargaining to get better outcomes. A copy of the agreement is attached for you to look at. Keep it handy to check the rules and see exactly what your entitlements are. Contact the HSU Member Services team on 1300 478 679 if you feel that you have been denied any of these important entitlements.

In unity,

[Signature]

Gerard Hayes
Secretary, HSU NSW/ACT/QLD
DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Healthscope Operations Pty Ltd T/A Healthscope
(AG2017/5676)

HEALTHSCOPE – NSW – HEALTH PROFESSIONALS & SUPPORT SERVICES AGREEMENT – 2017-2021

Health and welfare services

COMMISSIONER JOHNS SYDNEY, 11 MAY 2018


[1] An application has been made for approval of an enterprise agreement known as the Healthscope - NSW - Health Professionals & Support Services Agreement - 2017-2021 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by Healthscope Operations Pty Ltd T/A Healthscope. 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.

[4] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the Fair Work Regulations 2009 is taken to be a term of the Agreement.

[5] The Health Services Union of Australia being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.
The Agreement is approved and, in accordance with s.54 of the Act, will operate from 18 May 2018. The nominal expiry date of the Agreement is 30 September 2021.

COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE428330 PR607038>
Annexure A

4 May 2018

Ms Sarah Martiniello
Agreement Assessor
Member Support Research Team
Fair Work Commission
11 Exhibition Street
MELBOURNE VIC 3001

By email: member.assist@fwc.gov.au

Matter Number: AG2017/5676


Undertaking Pursuant to Section 190 of the Fair Work Act 2009

I, Stephen Gameren, State Manager – NSW/ACT, for Healthscope Operations Pty Ltd give the following undertakings with respect to the Healthscope – NSW – Health Professionals & Support Services Agreement – 2017-2021 (‘the Agreement’):

1. The minimum engagement for a casual employee will be 3 hours.

Yours sincerely

[Signature]

Stephen Gameren
State Manager – NSW
10 April 2018

Ms Sarah Martinello
Agreement Assessor
Member Support Research Team
Fair Work Commission
11 Exhibition Street
MELBOURNE VIC 3001

By email: member.assist@fwc.gov.au

Matter Number: AG2017/5676


Undertaking Pursuant to Section 190 of the Fair Work Act 2009

I, Stephen Gameren, State Manager, for Healthscope Operations Pty Ltd give the following undertakings with respect to the Healthscope – NSW – Health Professionals & Support Services Agreement – 2017-2021 (‘the Agreement’):

1. I have the authority given to me by Healthscope Operations Pty Ltd to provide the following undertakings in relation to the application before the Fair Work Commission.

2. Clause 4.2.1[a] of the Agreement states the Personal Leave entitlement as 76 hours for each year of service. Because full-time ordinary weekly hours under the Agreement are expressed as 38 hours per week, the entitlement to Personal Leave equates to 10 days’ Personal Leave for each year of service. For completeness, the entitlement to Personal Leave under the Agreement is not intended to be less than the entitlement specified in Section 56 of the Fair Work Act 2009.

3. Clause 4.7 of the Agreement relates to Compassionate Leave. Employees may access Compassionate Leave under the Agreement, and where applicable the terms specified at Section 104 of the Fair Work Act 2009.

4. Clause 4.3.2 of the Agreement defines when an employee may be regarded as a ‘shift worker’ for the purposes of accessing additional Annual Leave. Clause 4.3.2 of the Agreement details the additional Annual Leave that is provided for working a varying number of Sundays and Public Holidays.

5. From the date that the Agreement commences operation the rate of pay for an Apprentice Cook will be not less than the rate of pay specified in the Health Professional and Support Services Award.

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

Yours sincerely

[Signature]

Stephen Gameren
State Manager – NSW
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--- | ---
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PART 1 - APPLICATION AND OPERATION

1.0 AGREEMENT

1.1 Introduction

This Agreement is an enterprise agreement made under section 172 of the Fair Work Act 2009. Signing below signifies that this Agreement will be ‘made’ between the employer and union in accordance with section 182(2) of the Act and the employer will take reasonable steps to seek approval of this Agreement under section 186 of the Act.

1.2 Name of Agreement

This agreement shall be called the Healthscope – NSW – Health Professionals & Support Services Agreement – 2017-2021 (‘the Agreement’).

1.3 Parties & Scope

This Enterprise Agreement will be binding on and will apply to:

1.3.1 Healthscope Operations Pty Ltd (ACN 006 405 15) (‘Healthscope’ or ‘Employer’) in respect to all hospitals owned or operated by Healthscope, or related bodies corporate, in the State of New South Wales whilst this Agreement is in operation (‘Hospitals’);

1.3.2 The Health Services Union of Level 2, 109 Pitt Street, Sydney, 2000 (‘Union’) New South Wales, 2000; (ABN 850 377 516 82); and

1.3.3 All persons engaged (‘the employees’) and employed in the classifications detailed in Schedules A and B of this Enterprise Agreement herein employed in or in connection with hospitals owned or operated by Healthscope in the State of New South Wales.

1.4 Date and Period of Operation

This agreement will operate from seven (7) days after the approval of the Agreement by the Fair Work Commission until 30 September 2021. The Employer, if requested, will participate in discussions for a new Agreement during the last six months that the Agreement remains in operation.

1.5 Definitions - General

1.5.1 Day Worker - means an employee who works his/her ordinary hours from Monday to Friday, inclusive, and who commences work on such days at or after 6.00 am and before 10.00 am otherwise than as part of a shift system.

1.5.2 Shift Worker - means an employee who is not a day worker as defined.

1.6 Definitions - Employment Classifications

1.6.1 ALLIED HEALTH PROFESSIONAL

“Allied health professional” includes those employees who possess as a minimum a relevant bachelor degree or equivalent qualification, and who are involved in one or more of the following:

- provision of direct clinical and /or professional services to patients
- planning, coordination or evaluation of the delivery of clinical professional services
- provision of professional supervision or consultation to other health professionals
• provision of professional education services to other health professionals
• management of clinical or professional services providing direct services to patients

These health professionals include, but are not limited to:

Counsellor
Dietitian
Diversional Therapist
Exercise physiologist
Occupational therapist
Physiotherapist
Social worker
Speech pathologist
Welfare officer
Psychologists

1.6.2 Healthscope classification of health professional positions

Level 1

Health professionals at this level are newly qualified therapists, who are developing their skills and competencies

Therapists with less than 4 years post graduate experience.

• Graduates who have completed 3 years of full time study shall commence on Level 1, Year 1 salary
• Graduates who have completed more than 3 years of full time study shall commence on Level 1, Year 2 salary
• Graduates who have completed an undergraduate degree, and a Masters degree requiring greater than 4 years of full time study shall commence on Level 1, Year 3 salary.

Salary progressions within level 1 will occur automatically following 12 months of full time equivalent satisfactory service.

Responsible and accountable for providing a professional level of service.

Work under professional supervision from their manager – this may not always be allied health discipline specific

Exercise professional judgement as appropriate for years of experience, as experience is gained, the level of professional judgement increases, and direct supervision reduces.

Participate in quality activities, workplace education and marketing opportunities.

May provide supervision to undergraduate students and to work experience students

Level 2

Progression to Level 2 from level 1 is automatic following 12 months full time equivalent satisfactory service at Level 1 Year 4.

Have obtained respective new practitioner competencies and perform duties additional to those at level 1
Have at least 2 years clinical experience in their profession and are competent independent practitioners, and work under minimal direct professional supervision
Exercise independent professional judgement on routine matters. May require direct supervision from more senior staff when performing novel, complex or critical tasks.

May supervise level 1 health professional and support staff.
May be required to teach and supervise undergraduate/masters students on clinical placements.

Participate in clinical in-service education programs.

Assist in the development of policies, procedures, standards and practices, participate in quality improvement activities, and clinical research activities as required.

Participate in marketing opportunities as appropriate.

Level 3

**General Expectations:**
- Equivalent of a level 2
- Extensive specialist knowledge within discipline
- Advanced clinical reasoning skills
- Works autonomously with minimal direct clinical supervision
- Provides clinical support and supervision to level 1 and level 2 health professionals, technical and support staff
- Provides clinical in-service programs to staff and students
- Provides a clinical service of a complex nature requiring advanced clinical practice skills
- Contributes to the planning, implementation, evaluation and reporting on clinical services
- Identifies opportunities for clinical practice improvement and lead quality improvement activities

**Essential criteria:**
- Clinical resource person for the department
- Received referrals based on their ability to provide specialised patient/client treatment/management
- Recognised by their discipline/service in their claimed area of clinical expertise
- Participates in the provision of clinical education to staff and students

**May Demonstrate:**
- Conducts clinical research

**In Summary**

A level 3 senior clinician includes the following:
- A health professional who has a recognised clinical specialty within their discipline and works in an area that requires high levels of clinical expertise and knowledge in that specialty.
- A health professional with generalist skills who would usually work in a regional or rural area and would possess high level clinical skills enabling them to work across a range of clinical areas within their discipline.
- A level 3 senior clinician may have operational/supervisory role in a small facility with responsibilities across a zone, region or cluster.

Level 4

**Essential Criteria:**

(a) Clinical expertise such that they provide a consultancy service in their area of specialty across a geographic region or clinical network.
or

(b) Have breadth of knowledge and clinical expertise in general practice such that they provide a consultancy service on a range of clinical areas within their discipline across a geographic region or clinical network.

They must demonstrate the following criteria:

- Clinical consultant within and outside the department/service
- Receives referrals based on their ability to provide specialised patient/client treatment/management
- Recognised by their discipline/service in their claimed area of clinical expertise
- Provides advice to service managers on clinical service development, practice and redesign
- Has the ability to assist and provide guidance to service managers in the development of clinical services in response to demand and client needs
- Makes a contribution to education activities related to their area of expertise

In Summary

A senior Level 4 clinician in addition to applying high level clinical skills as expected for a senior;

- A level 4 senior clinician’s expertise in their area of specialty is such that they provide a consultancy service in their speciality area across and Area, geographic region or clinical network.
- A level 4 senior clinician’s breadth of knowledge and expertise in general practice is such that they provide a consultancy service on a range of clinical areas within their discipline across a geographic region or clinical network. A generalist level 4 Senior Clinician would usually work in a rural or regional area.
- Level 4 Senior Clinicians provide advice to service managers on clinical service delivery development, practice and redesign. A level 4 Senior Clinician will have the ability to assist and provide guidance to service managers in the development of clinical services in response to demand and client needs. Level 4 Senior Clinicians make a contribution to education activities related to their area of expertise.

Level 5

Departmental manager of a team that manages greater than 15 full time equivalent staff – including health professionals, technical and support staff.

Highest level attainable for a departmental manager within Healthscope allied health will be Level 5 Year 2.

Progression within level 5, from year 1 to year 2 is automatic after 12 months full time equivalent satisfactory service.

May have a clinical and /or management focus.

Deliver and /or manage and direct the delivery of services.

Perform novel, complex and critical discipline specific clinical work with a high level of professional knowledge and substantial professional judgement.

Undertake professional duties of an innovative, novel and/or critical nature without direction.

Will be responsible for the management of efficient and effective performance of their departments, maintaining staffing levels within recommended KPIs.
May also be responsible for other disciplines, according to therapy structure, and departmental re-structures as they occur

**Independent or Sole practitioner:**

The independent or sole practitioner allowance is payable to positions at Level 1 or Level 2, where:

- The practitioner is not supported by an on-site manager.
- The practitioner is the only practitioner of their discipline at the site.
- The practitioner is not responsible to any other on-site therapist or manager.
- The practitioner is required to exercise independent professional judgement on a day-to-day basis without access to another like professional who has expertise and knowledge relevant to the sole practitioner’s discipline for the purpose of providing informal consultation, assistance and advice.
- The practitioner undertakes administrative or other related responsibilities that would otherwise not be expected of a Level 1 or 2 position due to the absence of an onsite manager.

**Management stream:**

- Deputy to a Department Head at Level 5 as well as maintaining a clinical load is classified as a LEVEL 3. Deputy to a Department Head at Level 6, as well as maintaining a clinical load is classified as a LEVEL 4.
- Department Head Level 4
- Where a department contains greater than 10 FTE health professionals, technical or support staff providing clinical input Department Heads at Level 4 are also required to maintain a clinical load.

1.6.3. **Pharmacist** – means a pharmacist who is registered as a practicing pharmacist under the Pharmacy Act 1964 and who is responsible for the management and efficient performance of the Hospitals Pharmacy Service.

1.6.4 **Allied Health Assistant** - means an employee who assists with the provision of services under the direction of allied health staff.

**Level 1**

An individual with no experience as an allied health assistant within the relevant setting they have applied for.

**Level 2**

An individual who has a minimum of 2 years’ experience as an assistant within the relevant setting they have applied for;

or

who has successfully completed the Assistant or hydrotherapy allied health professional body approved training courses;

or

dietary assistant;

or
an overseas trained allied health professional who has a qualification of less than equivalent to 4 years.

Level 3

An individual will have overseas allied health professional qualifications (minimum of a bachelor degree equivalent of 4 years of training) whose qualifications are not recognised in NSW but who are eligible to attain accreditation and recognition under the relevant professional body of NSW.

1.6.5 ADMINISTRATIVE STAFF

Administration Officers

Classification Criteria are guidelines to determine the appropriate classification level under this agreement and consists of characteristics and skills.

Key Characteristics is the principal guide to classification as is designed to indicate the basic knowledge of the position and associated level of responsibility / accountability of the position.

Healthscope typical duties / skills are a non – exhaustive list of duties / skill that may be comprehended within the particular level. It is an indicative guide only, and at any level tasks of lower level maybe required to be undertaken, and the utilisation of one or more of skills required depending on work allocation,

The key issue to be looked at in properly classifying an employee is the initiative, responsibility / accountability, competency and skill that the employee is required to exercise in the work performed within the parameters of the characteristics and not the duties performed per se.

<table>
<thead>
<tr>
<th>LEVEL 1</th>
<th>Key Characteristics</th>
<th>HSP Typical Duties/Skills</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Accountability for own work</td>
<td>Directing telephone calls to appropriate staff, Issuing and receiving standard forms</td>
</tr>
<tr>
<td></td>
<td>Exercise judgment &amp; initiative</td>
<td>Relaying internal information and greeting visitors.</td>
</tr>
<tr>
<td></td>
<td>Perform specialised/non-routine tasks</td>
<td>Maintenance of basic manual or computerised records</td>
</tr>
<tr>
<td></td>
<td>works autonomously or with indirect supervision – general guidance given</td>
<td>Filing, mail distribution, simple stock control, basic typing and/or dictation, medical terminology, computer skills and routine operation of administrative equipment</td>
</tr>
<tr>
<td></td>
<td>Initiative, discretion, judgment required in carrying out assigned duties</td>
<td>Basic data entry</td>
</tr>
<tr>
<td></td>
<td>High degree of interpersonal skills- able to interpret and explain policy</td>
<td>Responding to enquiries (eg reception or switchboard)</td>
</tr>
</tbody>
</table>

Operation of telephone equipment

Maintenance of records

Intermediate typing skills

Broad range of clerical functions

Computer applications including basic IBA Webpas, Imaging RIS

Basic admissions and discharges, scheduling of appointments

Credit card transactions

Basic knowledge of HIC legislation – as applied to Imaging including Medicare Benefits Schedule

Basic Medical typing

Completion of full admission procedure, end of day checks
| **Working knowledge of HIC legislation – as applied to Imaging including Medicare Benefits Schedule** |
| **Thorough knowledge of Imaging RIS** |
| **Cash handling** |
| **Banking** |
| **Purchasing/inventory control** |
| **Health Fund Checks** |
| **Apply invoicing procedures and contract rules of payers** |

### LEVEL 2

<table>
<thead>
<tr>
<th><strong>Key Characteristics</strong></th>
<th><strong>HSP Typical Duties/Skills</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>As for L1 plus:</td>
<td>Apply invoicing procedures and contract rules of payers</td>
</tr>
<tr>
<td>Industry specific knowledge re contracts and legislation</td>
<td>Admitting patients including financial responsibility</td>
</tr>
<tr>
<td>Coordinate workflow</td>
<td>Patient billing/collection of fees</td>
</tr>
<tr>
<td>Resolve problems</td>
<td>Thorough knowledge of HIC legislation – as applied to Imaging including Medicare Benefits Schedule</td>
</tr>
<tr>
<td>Planning, initiative, discretion, judgment used regularly</td>
<td>Cash reconciliation</td>
</tr>
<tr>
<td>Training/mentoring of lower levels</td>
<td>Medical typing</td>
</tr>
<tr>
<td>Supervises small size work groups up to 4</td>
<td></td>
</tr>
</tbody>
</table>

### LEVEL 3

<table>
<thead>
<tr>
<th><strong>Key Characteristics</strong></th>
<th><strong>HSP Typical Duties/Skills</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Specialist knowledge/experience to enable them to independently advise on a range of activities</td>
<td>Responsible for effective administrative functions of site</td>
</tr>
<tr>
<td>Prepare work procedures and guidelines</td>
<td>Responsible for accuracy of financial data and reports</td>
</tr>
<tr>
<td>Responsible for own work</td>
<td>End of month responsibilities</td>
</tr>
<tr>
<td>Supervise staff</td>
<td>Manages all functional areas in a small facility: admissions; billers / debtors; receptionists; switch; medical records; accounts payable; IT site contact</td>
</tr>
<tr>
<td>Training staff</td>
<td>Supervise small to medium size work groups (4 to 6)</td>
</tr>
<tr>
<td>Planning, initiative, discretion, judgment used often</td>
<td>Transactional Accounting under the direction of a finance manager</td>
</tr>
<tr>
<td>Supervise small to medium size work groups (4 to 6)</td>
<td>Day program liaison coordinator</td>
</tr>
</tbody>
</table>

### LEVEL 4

<table>
<thead>
<tr>
<th><strong>Key Characteristics</strong></th>
<th><strong>HSP Typical Duties/Skills</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Specialist knowledge/experience to enable them to independently advise on health fund agreements that relates to billing</td>
<td>Patient Billing</td>
</tr>
<tr>
<td>Prepare work procedures and guidelines</td>
<td>Responsible for accuracy of financial data and reports</td>
</tr>
<tr>
<td>Supervise staff</td>
<td></td>
</tr>
<tr>
<td>Training staff</td>
<td></td>
</tr>
<tr>
<td>Planning, initiative, discretion, judgment used often</td>
<td></td>
</tr>
</tbody>
</table>

### 1.6.6 Office Manager
### 1.6.7 Executive Admin

<table>
<thead>
<tr>
<th>Key Characteristics</th>
<th>HSP Typical Duties/Skills</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oversee and coordinate for GM /DON</td>
<td>Human resource administration</td>
</tr>
<tr>
<td>Set priorities and monitor workflow</td>
<td>Doctor credentialing</td>
</tr>
<tr>
<td>Resolve operational matters</td>
<td>Possible project coordination</td>
</tr>
<tr>
<td>Previous experience in the discipline or from post-secondary tertiary study</td>
<td>Responsible for staff uniforms</td>
</tr>
</tbody>
</table>

### 1.6.8 Clinical Coder

**Means a person who has successfully completed / or is working towards a recognised Coder’s Course.**

#### 1.6.8.1 Trainee Coder

Entry level
- Pre requisite proficiency in medical terminology;
- Successful completion of approved Coder training program prior to/during appointment as Trainee.

#### 1.6.8.2 Qualified Clinical Coder

- Minimum 12 months experience
- Possesses competencies for Clinical Coder as specified in the HIMMAA Clinical Coder National Competency Standards and Assessment Guide.

#### 1.6.8.3 Senior Clinical Coder

- Advanced level of clinical knowledge and ability to work autonomously across full range of clinical specialties and/or
- Possesses competencies for Senior Clinical Coder as specified in the HIMMAA Clinical Coder national competency Standards and Assessment Guide

### 1.6.9 Health Information Manager

Means a person employed in the industry of record librarianship in a hospital who has qualifications acceptable to the Health Information Management Association of Australia Ltd or such other qualifications deemed to be equivalent by the employer.

### 1.6.10 Anaesthetic Healthcare Practitioners

Anaesthetic Healthcare Practitioners will be classified at one of the following four levels based on the stated qualifications, competencies and work activities. With respect to work activities, the employee’s classification will be determined based on where the employee performs the majority of their work.

#### 1.6.10.1 Level 1

1. Accepted into the Diploma of Paramedical Science (Anaesthesia) course
2. Work in conjunction with Anaesthetic Healthcare Practitioner Supervisor to successfully complete theoretical component coursework and show evidence of same

3. Demonstrate successful competency in basic Anaesthetics as set out in hospital Anaesthetic Orientation Package or working towards same

4. Demonstrates ability to perform within policies and Procedures set down by the hospital and Healthscope Pty. Ltd as determined at Annual Performance Review.

1.6.10.2 Level 2

1. Supply documentation to validate successful completion of Anaesthetic Healthcare Practitioners Course

2. Demonstrate successful competency in baseline and advances Anaesthetics or working towards same

3. On successful completion of advanced competencies, participate in on-call roster for 24 coverage of Anaesthetics/Theatres

4. Adheres to Policies and Procedures set down by the hospital and Healthscope as determined at Annual Performance Review.

1.6.10.3 Level 3

1. Level 2 Technician ability

2. Demonstrate high level competency standard as Perfusion Assistant (NB: Competency standard currently being developed)

3. Deemed competency by Endoscopy Preceptor to process Trans Oesophageal Echo probe

4. Capability to mentor and train new and inexperienced Anaesthetic Staff.

1.6.10.4 Level 4

1. All matters described in Levels 1 – 3 above.

2. Advise Hospital management on procurement matters.

3. Provide structured education to experienced staff.

4. Provide leadership to other Anaesthetic Healthcare Practitioner at the Hospital.

The Anaesthetic Healthcare Practitioner – Level 4 classification will commence operation from the first full pay period to commence on or after the Agreement is approved by the Fair Work Commission.

1.6.11 Sterilisation Technician

1.6.11.1 Grade 1

Means a person who is primarily involved in the sterilization of hospital equipment and utensils and who is employed in a Sterile Supply Department performing basic tasks under routine supervision.
1.6.11.2 Grade 2

Means a person who has completed a relevant Certificate III qualification or has relevant experience deemed equivalent by the employer and is performing more complex tasks than those of a Grade 1 employee including the handling of loan sets.

1.6.11.3 Grade 3

Means a person who performs all duties of a Grade 2 employee as well as having the ability to train new staff, perform biological testing, maintain and conduct audits in the CSSD. Employees at this level are able to manage the loan set needs of the hospital independent of supervision. An employee at this level will have completed training as the HICMR Flexible Endoscopy / Ultrasound Probes Infection Prevention and Control Management Program and the relevant Skills Assessment(s) and undertakes the yearly Certification to ensure skills are maintained. Employees are members of the relevant professional bodies (e.g., GENCA / ACORN, SRACA / ASUM / ASA / CSANZ).

1.6.11.4 Grade 4 (Assistant Supervisors)

Means an employee who performs all duties of a Grade 3 as well as being trained in the role of preceptor for training of other staff. Accordingly, employees must hold a Certificate IV in Education. Employees at this level should act as a subject matter expert and demonstrate leadership of the department in the absence of the CSSD Coordinator. Classification at this role is by appointment by the employer only.

Classification Translation

The role of CSSD Attendant/Technician without qualification and with a qualification that applied under the previous Enterprise Agreement will be replaced by the Sterilisation Technician – Grades 1-4 as stated above in Clauses 1.6.11.1 to 1.6.11.4. Upon commencement of the Enterprise Agreement, employees will be placed into a classification in line with the descriptions in Clause 1.6.11 of this Agreement.

1.6.12 CSSD Coordinator / Team Leader / Supervisor / Manager - means a person who performs all basic CSSD duties and who in addition is in a supervisory, management, coordination position and/or performing specialised tasks at a high degree of competency.

SUPPORT SERVICES

1.6.13 Theatre Assistants

1.6.13.1 Grade 1

Means a person appointed to such a position to undertake the following duties that has less than 12 months full time equivalent experience:

- Operating Theatre requirements according to the general surgical list.
- Performing 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.
Such a person is under direct supervision of the Operating Theatre Manager, Nurse Unit Manager and/or a more senior Operating Theatre Assistant.

1.6.13.2 Grade 2

Means a person appointed to such a position to undertake the following duties who has more than 12 months full-time equivalent experience and possess a relevant Certificate III level qualification or has relevant experience deemed equivalent by the employer:

- Operating Theatre requirements according to the general surgical list.
- Performing 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.

Such a person is under direct supervision of the Operating Theatre Manager, Nurse Unit Manager and/or a more senior Operating Theatre Assistant.

1.6.13.3 Grade 3

Means a person appointed to such a position and who in addition to duties of a Grade 1 and Grade 2 Theatre Assistant has successfully completed a Certificate IV in the relevant field recognised by the Australian National Training Authority or has relevant experience deemed equivalent by the employer. The employee must have completed the equivalent of 2 years full-time experience:

- Setting-up complicated equipment (e.g., specialized operating tables, etc.)
- Setting-up of Endoscope Towers.

Such a person is under the general supervision of the Operating Theatre Manager or Nurse Unit Manager.

### Classification Translation

Where an employee works as a Theatre Assistant but was classified as a Wardsperson under the previous Enterprise Agreement, then the new Theatre Assistant classifications in Clauses 1.6.13.1 to 1.6.13.3 will apply. Upon commencement of the Enterprise Agreement, employees will be placed into a classification in line with the descriptions in Clause 1.6.13 of this Agreement.

1.6.14 **Apprentice Chef** - means an employee who is party to an apprenticeship contract, and includes a person who is employed as an apprentice and in respect of whom an apprenticeship contract is in force under the Apprenticeship and Traineeship Act 2001 (NSW).

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

1.6.16 **Cook (Grade A)** means a person employed as a cook in a hospital having at the preceding 30 June and ADA of 50 or more occupied beds and who is working in a kitchen in which meals are prepared for an average of 100 or more persons and who is principally engaged, other than as an assistant to another cook, either:

1.6.17 **Cook (Grade B)** means a person employed as a cook, other than a chef, cook (Grade A), or an
assistant cook.

1.6.18 General Services Officer

Healthscope typical duties / skills are a non – exhaustive list of duties / skill that may be comprehended within the particular level. It is an indicative guide only, and at any level tasks of lower level maybe required to be undertaken, and the utilisation of one or more of skills required depending on work allocation.

Typical Healthscope duties include but not limited to Catering Assistant, Laundry Hand, Kitchen Hand, Cleaning, Stores assistant

1.6.18.1 Level 1

Means a person who performs any or all of the following duties: general housekeeping duties, linen supply and collection, general kitchen duties, portering clients, cooking and/or preparation of light refreshments, making of beds, emptying and cleaning of garbage bins, keeping the outside of the buildings clean and tidy

1.6.18.2 Level 2

Means a person who in addition to the duties contained within Level 1 can perform the duties of handyman and storeman or the duties of assistant cook.

1.6.18.3 Level 3

Means a person who in addition to the duties contained within Level 1 & 2 at a more senior level.

1.6.19 Team Leader

Means a person appointed as such by the employer, who is placed in charge of not less than five employees of a substantially similar classification.

1.6.20 Wardsperson - means a person who is required to undertake duties associated with the care of patients such as portering, shaves, routine enemata, bathing of patients, general assistance with patients and cleaning duties.

1.6.21 Hotel Services Manager - means a person who has overall responsibility for the hotel services that includes housekeeping and/or catering at the place of employment, who will be required to supervise staff.

1.6.22 Supply Officer means a person who is solely employed to assist in the stock movement in the supply department.

1.6.23 Supply Manager means a person who has the overall responsibility for the inventory and management of supply within the facility and will be required to supervise staff.

1.6.24 Maintenance Officer - means a person who does not hold a trade qualification and is employed to assist in the repairs of a minor nature of the facility.

1.6.25 Qualified Tradesperson - means a person who holds qualifications in a trade.

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

PART 2 – RELATED AGREEMENTS AND AGREEMENT

2.1 Related Agreements and Agreement
This Agreement supersedes all previous agreements made between the employer and the HSU in the State of New South Wales and registered with the Fair Work Commission, NSW Industrial Relations Commission and/or the Australian Industrial Relations Commission. This Agreement operates to the exclusion of all other industrial instruments and agreements.

2.2 Posting of Agreement

The employer must ensure that copies of this Enterprise Agreement and the NES are available to all employees to whom they apply either on a notice board which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

2.3 Grievance and Dispute Resolution Procedures

2.3.1 Unless otherwise stated the terms “party” or “parties” referred to in this clause means the employer and/or the employees, as the context requires.

2.3.2 This dispute resolution procedure will apply to disputes about:

(a) any matters arising in the employment relationship, except matters relating to the actual termination of employment of an employee;

(b) matters in relation to the National Employment Standards (NES);

(c) whether an employer had reasonable business grounds under subsection 65(5) of the Act - (requests for flexible working arrangements) or 76(4) of the Act - (requests for extending unpaid parental leave

2.3.3 An employer or employee may appoint another person, organisation or association (e.g., Union) to accompany and/or represent them for the purposes of this clause.

2.3.4 In the event of a dispute the parties will initially attempt to resolve the matter at the workplace level, including, but not limited to:

(a) the employee and his or her supervisor discussing the matter; and

(b) if the matter is still not resolved the parties arranging further discussions involving more senior levels of management (as appropriate).

2.3.5 If a dispute is unable to be resolved at the workplace, in accordance with clause 2.3, a party to the dispute may refer the matter to Fair Work Commission (FWC).

2.3.6 The parties agree that FWC shall have the power to do all such things as are necessary for the just resolution of the dispute including mediation, conciliation and finally arbitration.

2.3.7 While the dispute resolution procedure is being conducted, work must continue in accordance with this agreement and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

PART 3 - WAGES AND WAGE RELATED MATTERS

3.1 Wage Increases

3.1.1 The minimum rate of pay per week shall be as set out in Schedule A and B - Monetary Rates.
3.2 National Employment Standard

Entitlements set out in the National Employment Standard (‘NES’) in the *Fair Work Act 2009* also apply to employees covered by this Agreement. Where a provision of the NES, as compared with the same provision in the Agreement, is more favourable to an employee, then the NES will apply to the extent that the NES provision is more favourable than the Enterprise Agreement provision. Otherwise the provisions of the Agreement will continue apply.

3.3 No extra Claims

3.3.1 The parties bound by this Agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the employees to whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.

3.3.2 Without limiting the generality of the foregoing, there shall be no industrial action for the purpose of supporting or advancing claims against the employer until the nominal expiry date has passed and the requirements of the Act have been satisfied.

3.3.3 Where any disagreement arises, the parties shall follow the Grievance and Dispute Settling Procedures contained in this Agreement. The parties acknowledge that the terms of this Agreement represent the totality of all matters in the employment relationship and that no industrial action shall be taken in support of any matter(s) whatsoever which is (are) covered or not covered by this Agreement until its nominal expiry date has passed and the requirements of the Act have been satisfied.

3.4 Higher grade duty

3.4.1 Payment of Higher Duties (not the In Charge Allowance) applies only if the substantive duties of the position being relieved are performed. The performance of only some of the duties will be considered an integral part of the employee’s professional development and will not receive the payment of Higher Grade Duty.

3.4.2 An employee required by the employer or some other authorised representative to relieve another employee paid on a higher scale shall be paid for the entire period of relief the minimum payment for the higher classification.

3.4.3 This period of relief will be recorded for payment on the timesheet.

3.5 In-charge allowance

An employee who is rostered in charge of a shift or unit in the absence of a supervisor shall be paid, in addition to his/her appropriate salary while in charge, an in-charge allowance in accordance with Schedule C, Allowances, of this Agreement.

3.6 On-call allowance

General staff

An employee required to be on call to meet unexpected activity by the employer shall be paid an allowance for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any period of 24 hours. For details refer to Schedule C, Allowances, of this Agreement.

3.7 Telephone Allowance

3.7.1 If an employee is required, for the purpose of their employment, to be on call, he/she shall be reimbursed for all telephone calls made by the employee in responding to a call to the hospital, upon productions of satisfactory evidence to the employer.
3.7.2 Reimbursement for such expenses shall be in accordance with Healthscope’s Policy relating to reimbursement of expenses.

3.8 Nauseous Linen

From the commencement of this Enterprise Agreement, the Nauseous Linen Allowance will no longer apply as it has been incorporated into base rates of pay.

3.9 Superannuation

3.9.1 Definitions

(i) “Approved fund” means the:

(1) Health Employees’ Superannuation Trust Australia (HESTA)

(2) Health Industry Plan (HIP)

(3) Health Super (for employees transferring from Victoria)

(4) Any other complying regulated fund, provided the employee provides the employer with all relevant documentation necessary for superannuation contributions to be made to this fund. No employee will be required to change the superannuation fund that they are contributing to.

(ii) "Complying regulated fund" means a superannuation fund that is regulated under the Superannuation Industry (Supervision) Act 1993 and has been issued with a Certificate of Compliance by the Australian Prudential Regulation Authority and meets all requirements under the Fair Work Act 2009.

(iii) “Ordinary-time earnings” means remuneration for an employee’s weekly number of hours of work, excluding overtime hours, calculated at the ordinary-time rate of pay, including the following:

(1) Monday to Friday shift premiums for ordinary hours of work;

(2) Weekend shift premiums for ordinary hours of work;

(3) Public holiday loadings;

(4) Any percentage addition payable to casual employees for ordinary hours or work;

(5) Ordinary time allowances (not including expense related allowances);

(6) Over award payments for ordinary hours of work.

3.9.2 Superannuation Legislation

The subject of superannuation is dealt with extensively by federal legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993, and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, shall govern the superannuation rights and obligations of the parties.

3.9.3 Contributions
(i) For employees the employer shall, in respect of each employee, pay a sum equal to the Superannuation Guarantee legislation, as amended from time to time, of the employee’s gross ordinary time earnings into an approved fund. Such contributions shall be remitted to the approved fund on a monthly basis.

(ii) An employee may nominate one complying fund to which all Agreement and statutory superannuation contributions shall be paid, subject to employer approval of the fund nominated by the employee. Provided that the employer shall not unreasonably withhold agreement unless it establishes good and proper reasons for the withholding of the agreement.

(iii) Where no such nomination is made before any such contributions become payable, the contributions referred to in this clauses will be paid to the approved fund nominated by the Employer for that place of employment.

3.10 Salary Sacrifice to Superannuation

3.10.1 Salary Sacrifice to Superannuation means the option of making additional superannuation contributions by electing to sacrifice a portion of the gross earnings (pre-tax dollars) under the parent awards. This will give the effect of reducing the taxable income by the amount for salary sacrifice.

3.10.2 Salary sacrifice to superannuation shall be offered to employees by mutual agreement between the employee and employer.

3.10.3 Such election must be made prior to the commencement of the period of service to which the earnings relate.

3.10.4 (i) Changes to a sacrificed amount will only be permitted in the months of February and September without incurring an administration charge.

(ii) Changing from full-time to part-time or part-time to full-time employment will not be classified as a change for administration charge purposes.

3.10.5 The amount sacrificed must not exceed any relevant superannuation guarantee contribution limit.

3.10.6 The sacrificed portion of salary reduces the salary subject to PAYG Taxation deductions.

3.10.7 Any allowance, penalty rate, overtime, payment for unused leave entitlements, other than any payments for leave taken whilst employed, shall be calculated by reference to the salary which would have applied to the employee in the absence of any salary sacrifice to superannuation. Payment for leave taken whilst employed will be at the post salary sacrificed amount.

3.10.8 Salary sacrifice arrangements can be cancelled by either the employer or employee at any time provided either party gives one months ‘notice. The employer has the right to withdraw from offering salary sacrifice to employees without notice if there is any alteration to relevant Australian Taxation legislation.

3.10.9 Contributions payable by the employer in relation to the Superannuation Guarantee Legislation shall be calculated by reference to the salary which would have applied to the employee under this Agreement in the absence of any salary sacrifice.

3.10.10 Employers will not use any amount that is salary sacrificed by an employee to negate contributions payable under the Superannuation Guarantee Legislation.
3.10.11 The employee shall have the portion of payable salary that is sacrificed paid as additional employer superannuation contributions into the same superannuation fund that receives the employer's SGC contributions.

3.10.12 Nothing in this clause shall affect the right of an employer to maintain alternate arrangements with respect to salary sacrifice for employees.

3.10.13 Eligible Long service leave accrued entitlements can be paid, post-tax, into superannuation at the employees election

3.11 Public Holidays

3.11.1 For the purpose of this Agreement the following shall be deemed to be public holidays, viz: New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday; Easter Monday; Anzac Day; Queen's Birthday; Labour day; Christmas Day; Boxing Day; and any other day duly proclaimed and observed as a public holiday within the area in which the place of employment is situated.

3.11.2 In addition to those public holidays specified in subclause 3.11.1, NSW employees shall be entitled to an extra public holiday each year. Such public holiday shall occur on the day on which August Bank Holiday is observed, or at the election of the employer may be transferred as an additional public holiday to a day between Christmas and New Year.

3.11.3 In areas where in each year one half day in addition to the ten named public holidays specified in subclause 3.11.1 of this clause is proclaimed and observed as a half public holiday, for purposes of this agreement the whole day is to be regarded as a public holiday and no additional public holiday which would otherwise apply pursuant to subclause 3.11.2 will be observed.

Public holidays shall be allowed to employees without loss of ordinary pay.

3.11.4 An employee who is required to and does work on any public holiday prescribed in this clause, shall be paid in lieu of all other shift allowances, weekend penalty rates, casual loading and part-time loading, as follows:

(i) Full-time and part-time employees:

(1) one half time extra for all time worked plus one day's pay in addition to the weekly rate;

(2) alternatively, if the employee so elects - one half time extra for all time worked and the equivalent number of hours added to annual leave.

(ii) Casual employees shall be paid at the rate of double time and one half for all time worked. That is, the casual loading is not paid on top of the penalty rate of 250%.

3.12 Payment and Particulars of Wages

3.12.1 Wages shall be paid fortnightly.

3.12.2 On each pay day the pay shall be made up to a day not more than five days prior to the date of payment.

3.12.3 Employees shall have their wages paid by direct deposit or electronic transfer into one account with a bank or other financial institution as nominated by the employee.

3.12.4 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.

3.12.5 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.

3.12.6 On pay day, each employee shall be provided with a pay slip which specifies the following particulars:

(i) name and date of payment;
(ii) the period for which the payment is made;
(iii) the gross amount of wages, including overtime and other earnings;
(iv) the ordinary hourly rate;
(v) the amount paid as overtime or such information as will enable the amount paid as overtime to be calculated by the employee;
(vi) the amount of other earnings and the purpose for which they are paid;
(vii) the amount deducted for taxation purposes;
(viii) the particulars of all other deductions;
(ix) the nett amount paid.

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

3.13 Service Allowance

3.13.1 All employees, appointed before 1st October, 1986, after ten years' continuous service with the same facility shall be paid in addition to the rates prescribed in Schedule A, B or C, Monetary Rates, a long service bonus of the amount set out in the following scale:

<table>
<thead>
<tr>
<th>Service Period</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 years' and under 15 years'</td>
<td>5%</td>
</tr>
<tr>
<td>15 years' and under 20 years'</td>
<td>7½%</td>
</tr>
<tr>
<td>20 years of service and over</td>
<td>10%</td>
</tr>
</tbody>
</table>

3.13.2 Payments due under this clause shall be made on the usual pay day when other payments under the Agreement are made.

3.13.3 Continuous service in the same facility prior to the commencement of this Agreement shall be taken into account for the purposes of this clause.

3.13.4 For the purpose of this clause, continuous service shall not be deemed to have been broken by absence from the facility whilst a member of the defence forces of the Commonwealth in time of war or for periods of unpaid leave granted to the employee by the employer.

3.14 Penalty Rates for Shift Work, Weekend Work and Special Working Conditions

3.14.1 Shift workers working afternoon or night shift shall be paid the following percentages in addition to the ordinary rate for such shift, provided that employees working less than 38 hours per week shall only be entitled to the additional rates where their shifts commence prior to 5.30 am or finish subsequent to 6.00 pm:

- Afternoon shift commencing at 10.00 am and before 1.00 pm - 10 per cent
- Afternoon shift commencing at 1.00 pm and before 4.00 pm - 12.5 per cent
- Night shift commencing at 4.00 pm and before 4.00 am - 15 per cent
Night shift commencing at 4.00 am and before 5.30 am — 10 per cent

3.14.2 For the purpose of this clause, day, afternoon and night shifts shall be defined as follows

"Day Shift" means a shift which commences at or after 5.30 am and before 10.00 am.

"Afternoon Shift" means a shift which commences at or after 10.00 am and before 4.00 pm.

"Night Shift" means a shift which commences at or after 4.00 pm and before 5.30 am on the day following.

3.14.3 Employees whose ordinary working hours include work on a Saturday and/or Sunday shall be paid for ordinary working hours worked between midnight on Friday and midnight on Saturday at the rate of 50 per cent extra and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of 75 per cent extra. These extra rates shall be in substitution for and not cumulative upon the shift premiums prescribed in subclause 3.14.1 and the casual allowance prescribed in clause 6.1, Casual Employees.

3.14.4 An employee sent for duty to a place other than his/her regular place of duty shall be paid travelling expenses in accordance with Healthscope’s Policies.

3.15 Termination of Employment

3.15.1 Notice of termination of employment in accordance with the scale hereunder shall be given by the employer or the employee, respectively, but where the employee is dismissed for serious and wilful misconduct such notice of termination of employment shall not apply.

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>1 week</td>
</tr>
<tr>
<td>1 year and less than 3 years’</td>
<td>2 weeks’</td>
</tr>
<tr>
<td>3 years and less than 5 years’</td>
<td>3 weeks’</td>
</tr>
<tr>
<td>5 years’ and over</td>
<td>4 weeks’</td>
</tr>
</tbody>
</table>

When employment is terminated by the employer, in addition to the notice above, employees over 45 years of age at the time of the giving of the notice, with not less than two years' continuous service, shall be entitled to an additional week's notice.

3.15.2 Notice of termination compliance may be amended by mutual agreement.

3.15.3 Where the employer terminates the services of an employee without due notice the employee shall be paid salary in lieu thereof. Where the employee fails to give the prescribed notice, then the employer may withhold wages in accordance with the scale from the pay period current at the time of termination.

3.15.4 Provided that in the case of casual employees, one hour's notice shall apply.

3.16 Consultation Regarding Major Workplace Change

3.16.1 Employer to notify

(a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
(b) Significant effects include termination of employment; major changes in the composition, operation or size of the employer’s workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

3.16.2 Employer to discuss change

(a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in subclause 3.16.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

(b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause 3.16.1.

(c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer’s interests.

(d) Where the employer is proposing changes in rostering or ordinary hours of work, then consultation will occur in accordance with the terms of Schedule 2.3 (Model Consultation Term) of the Fair Work Act 2009(Cth).

3.17 Redundancy

3.17.1 Application

(a) This clause shall apply in respect of full-time and part-time employees employed in the classifications specified in Schedules A and B of this Agreement.

(b) Notwithstanding anything contained elsewhere in this Agreement, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

(c) Notwithstanding anything contained elsewhere in this Agreement, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

3.17.2 Redundancy

(a) Discussions before terminations:

(1) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone pursuant to
paragraph (a) of clause 3.16.1 above, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and, if requested by the employees, their relevant representatives.

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

(3) For the purposes of the discussions the employer shall, as soon as is practicable, provide to the employees concerned and any relevant representatives, if applicable, including any nominated union, all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information, the disclosure of which would adversely affect the employer.

3.17.3 Termination of Employment

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

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "production", "program", "organisation" or "structure", in accordance with clause 3.17.2 (a) (1) above.

(1) In order to terminate the employment of an employee, the employer shall give to the employee the following notice:

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
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<td>1 year and less than 3 years</td>
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</tr>
<tr>
<td>3 years and less than 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>5 years and over</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

(2) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice, with not less than two years' continuous service, shall be entitled to an additional week's notice.

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

(b) Notice for Technological Change

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance paragraph 3.16.2:

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

(2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the National Employment Standards or any Act amending or replacing either of the Acts.

(c) Time Off During the Notice Period

(1) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.

(2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

(d) Employee Leaving During the Notice Period

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

(e) Statement of Employment

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

(f) Notice to Centrelink

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

(g) Centrelink Employment Separation Certificate

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an “Employment Separation Certificate” in the form required by Centrelink.

(h) Transfer to Lower-paid Duties

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

3.17.4 Severance Pay
(a) Where the employment of an employee is to be terminated pursuant to clause 3.17.3 the employer shall pay the following severance pay in respect of a continuous period of service:

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

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Entitlement - Under 45 years of age</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
</tr>
<tr>
<td>1 year and less than 2 years</td>
<td>4 weeks</td>
</tr>
<tr>
<td>2 years and less than 3 years</td>
<td>7 weeks</td>
</tr>
<tr>
<td>3 years and less than 4 years</td>
<td>10 weeks</td>
</tr>
<tr>
<td>4 years and less than 5 years</td>
<td>12 weeks</td>
</tr>
<tr>
<td>5 years and less than 6 years</td>
<td>14 weeks</td>
</tr>
<tr>
<td>6 years and over</td>
<td>16 weeks</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Entitlement - 45 years of age and over</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
</tr>
<tr>
<td>1 year and less than 2 years</td>
<td>5 weeks</td>
</tr>
<tr>
<td>2 years and less than 3 years</td>
<td>8.75 weeks</td>
</tr>
<tr>
<td>3 years and less than 4 years</td>
<td>12.5 weeks</td>
</tr>
<tr>
<td>4 years and less than 5 years</td>
<td>15 weeks</td>
</tr>
<tr>
<td>5 years and less than 6 years</td>
<td>17.5 weeks</td>
</tr>
<tr>
<td>6 years and over</td>
<td>20 weeks</td>
</tr>
</tbody>
</table>

(3) "Week's" Pay' means the all-purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over-Agreement payments, shift penalties and allowances provided for in accordance with this Agreement.

(b) Incapacity to Pay

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

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

(c) Alternative Employment

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

3.18 Remuneration Packaging

(a) No employee or employer shall be compelled to enter into a remuneration packaging arrangement.
Where an employer makes a decision to offer remuneration packaging the employer shall provide details of the proposed remuneration packaging to the employees and their workplace representatives 28 days before the introduction of the proposal.

The terms and conditions of a package offered to an employee shall not, when viewed objectively, be less favourable than the entitlements otherwise available under the Agreement and shall be subject to the following provisions:

(i) The employer shall ensure that the structure of any package complies with taxation and other relevant laws.
(ii) Employees will have the Superannuation Guarantee Contribution (SGC) calculated on their Agreement salary prior to the application of any remuneration packaging arrangements.

A copy of the agreement shall be made available to the employee.

The employee shall be entitled to inspect details of payments made under the terms of this agreement.

The configuration of the remuneration package shall remain in force for the period agreed between the employee and the employer.

Where at the end of the Fringe Benefit Tax year the full amount allocated to a specific benefit has not been utilised, it will be paid as salary, which will be subject to appropriate taxation requirements. By agreement between the employer and the employee, any unused benefit may be carried forward to the next period on the basis that any FBT obligation is accepted by the employee.

In the event that the employer ceases to attract exemption from payment of Fringe Benefit Tax, the employer may terminate all remuneration-packaging arrangements and the employee’s salary will revert to the applicable Agreement classification rate the employee would have been entitled to receive but for the remuneration packaging agreement.

One month's notice by either party is required for change or termination of a remuneration packaging agreement, unless the change or termination is brought about by legislation or an increase to the Agreement wage.

In the event that the employee ceases to be employed by the employer this agreement will cease to apply as at the date of termination. Benefits not paid on or before the date of termination shall be treated as salary and the appropriate tax deducted.

Pay increases granted to employees in accordance with this Agreement shall also apply to employees subject to remuneration packaging arrangements.

Any allowance, penalty rate, overtime, payment for unused leave entitlements, other than any payments for leave taken whilst employed, shall be calculated by reference to the salary which would have applied to the employee in the absence of any remuneration packaging arrangements.

3.19 Lead Apron Allowance

An employee required to wear a lead apron continuously for a period in excess of one (1) hour will be paid an allowance of the sum set out in Schedule C for each hour where the lead apron is continuously worn.

3.20 Theatre Orderlies Allowance
From the commencement of this Enterprise Agreement, the Theatre Orderlies Allowance will no longer apply as it has been incorporated into base rates of pay.

PART 4 - LEAVE

4.1 Parental Leave

4.1.1 The Standard

(a) Employees are entitled to parental leave in accordance with the provisions of the National Employment Standards of the *Fair Work Act 2009*.

(b) Casual employees have no entitlement to parental leave unless they are eligible casual employees as prescribed in the NES.

(c) Parental leave comprises maternity leave, paternity leave and adoption leave.

4.1.2 The Basic Entitlement

(a) After 12 months continuous service parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child.

(b) Parents may simultaneously take an unbroken period of eight weeks of leave at the time of the birth of the child (or up to three weeks in the case of an adoption).

(c) Return to work after parental leave:

(1) An employee returning to work after a period of parental leave is entitled to be employed in:

(i) the position held by the employee immediately before proceeding on that leave, or

(ii) if the employee worked part-time or on a less regular casual basis because of the pregnancy before proceeding on maternity leave—the position held immediately before commencing that part-time work or less regular casual work, or

(iii) if the employee was transferred to a safe job before proceeding on maternity leave—the position held immediately before the transfer.

(2) If the position no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position as nearly as possible comparable in status and pay to that of the employee’s former position.

(3) In this section, a reference to employment in a position includes, in the case of a casual employee, a reference to work for an employer on a regular and systematic basis.

4.1.3 Transfer to a safe job

(1) This section applies whenever the present work of a female employee is, because of her pregnancy or breastfeeding, a risk to the health or safety of the employee or of her unborn or new born child. The assessment of such a risk is to be made on the basis of a medical certificate supplied by the employee and...
of the obligations of the employer under the *Occupational Health and Safety Act 2000* (NSW).

(2) The employer is to temporarily adjust the employee’s working conditions or hours of work to avoid exposure to that risk.

(3) If such an adjustment is not feasible or cannot reasonably be required to be made, the employer is to transfer the employee to other appropriate work that:

(i) will not expose her to that risk, and

(ii) is as nearly as possible comparable in status and pay to that of her present work.

(4) If such a transfer is not feasible or cannot reasonably be required to be made, the employer is to grant the employee maternity leave (or any available paid sick leave) for as long as is necessary to avoid exposure to that risk, as certified by a medical practitioner.

4.1.4 An employer must not fail to re-engage a regular casual employee because:

(a) the employee or employee's spouse is pregnant; or

(b) the employee is or has been immediately absent on parental leave.

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

4.1.5 Right to request

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

(1) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;

(2) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

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

(b) The employer shall consider the request having regard to the employee’s circumstances and, provided the request is genuinely based on the employee’s parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer’s business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(c) Employee’s request and the employer’s decision to be in writing

The employee’s request and the employer’s decision made pursuant to subparagraph (2) of paragraph (a) of subclause 4.1.5-Right to Request and subparagraph (3) of paragraph (a) of subclause 4.1.5- Right to Request of this clause must be recorded in writing.

(d) Request to return to work part-time
Where an employee wishes to make a request pursuant subparagraph (3) of paragraph (a) of subclause 4.1.5- Right to Request of this clause such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

4.1.6 Communication during parental leave

(a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

(1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

(2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

(b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee’s decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

(c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer’s capacity to comply with paragraph (a) of this subclause.

4.1.7 Paid Parental Leave

(a) Existing arrangements which are in place under Healthscope policy will continue to apply until the date of lodgement of this agreement with the appropriate authorities.

(b) An employee commencing maternity leave after the approval of this Agreement by the Fair Work Commission will be entitled to nine (9) weeks paid maternity leave (or eighteen 18 weeks’ at half pay) which shall be inclusive of her parental leave entitlement. The period of paid maternity leave will be based on average hours worked in the preceding 12 months prior to proceeding on maternity leave.

(c) Paid maternity leave will be reviewed following any change implemented on a national basis, such that the employer will not be liable for any cost in excess of that prescribed above.

4.2 Sick leave / Personal/Carers leave

4.2.1 Sick Leave

(a) A full-time employee 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 shall remain to the employee's credit.

(b) Part-time employees shall be entitled to sick leave in the same proportion as the average weekly hours worked over the preceding twelve months or from the time of the commencement of employment, whichever is the lesser, bears to thirty-eight ordinary hours of one week. Such entitlements shall be subject to all the conditions applying to full-time employees.
(c) Each employee shall notify their employer 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.

(d) The employer 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.

(e) **Documentary evidence for sick leave purposes:** The employee must give the employer documentary evidence which may be in the form of either:

1. If is reasonably practicable to do so – a medical certificate from a registered health practitioner;

2. If it is not reasonably practicable for the employee to give the employer a medical certificate – a statutory declaration made by the employee

(f) An employee shall not be entitled to sick leave for a period during which the employee is receiving workers’ compensation.

(g) Notwithstanding subclause (f), where an employee continues to receive workers’ compensation for a period in excess of 26 weeks, the employer 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.

### 4.2.2 Personal/Carer’s Leave

(a) Use of Sick Leave

(i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in paragraph (iv)(2) of this subclause, who needs the employee’s care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 4.2.1, Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.

(ii) The employee shall, if required, provide the evidence as per 4.2.1(e), the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer’s leave under this subclause where another person has taken leave to care for the same person.

(iii) Evidence established by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

(iv) The entitlement to use sick leave in accordance with this subclause is subject to:

(1) the employee being responsible for the care of the person concerned; and

(2) the person concerned being:

(A) a spouse of the employee; or
(B) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

(C) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de-facto spouse of the employee; or

(D) same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

(E) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:

* “relative” means a person related by blood, marriage or affinity;
* ”affinity” means a relationship that one spouse because of marriage has to blood relatives of the other; and
* ”household” means a family group living in the same domestic dwelling.

(v) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(b) Unpaid Leave for Family Purpose - An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in paragraph (iv)(2) of this subclause who is ill or who require care due to an unexpected emergency.

(c) Annual Leave

(i) An employee may elect, with the consent of the employer, to take annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

(ii) Access to annual leave, as prescribed in paragraph (i) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.

(iii) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken or a week's annual leave is taken.

(iv) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due

(d) Time Off in Lieu of Payment for Overtime
(i) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 4 months of the said election.

(ii) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate that is an hour for each hour worked.

(iii) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 4 month period or on termination.

(iv) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the Agreement.

4.3 Annual Leave

4.3.1 For each year of service with the employer, a full-time or part-time employee is entitled to four (4) weeks’ of paid annual leave. An employee’s entitlement to paid annual leave accrues progressively during the year of service according to the employee’s ordinary hours of work, and accumulates from year to year.

4.3.2 Employees, other than casual employees, who are rostered to work their ordinary hours on Sundays and/or public holidays shall be entitled to receive additional annual leave on the following basis:

(i) 1 week for 32 ordinary shifts on Sundays and/or public holidays;

(ii) if they have worked less than 32 ordinary shifts on Sundays and/or public holidays, the following shall apply:

<table>
<thead>
<tr>
<th>Full-time Employees</th>
<th>Permanent Part-time Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 shifts or less-</td>
<td>nil</td>
</tr>
<tr>
<td>4-10 shifts-</td>
<td>1 day</td>
</tr>
<tr>
<td>11-17 shifts-</td>
<td>2 days</td>
</tr>
<tr>
<td>18-24 shifts-</td>
<td>3 days</td>
</tr>
<tr>
<td>25-32 shifts-</td>
<td>4 days</td>
</tr>
<tr>
<td>32 or more-</td>
<td>5 days</td>
</tr>
<tr>
<td></td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>0.2 weeks</td>
</tr>
<tr>
<td></td>
<td>0.4 weeks</td>
</tr>
<tr>
<td></td>
<td>0.6 weeks</td>
</tr>
<tr>
<td></td>
<td>0.8 weeks</td>
</tr>
<tr>
<td></td>
<td>1 week</td>
</tr>
</tbody>
</table>

4.3.4 The employer shall give to each employee 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. Where an entitlement to annual leave has not been taken by the employee after the expiration of a period of six months, the employer may give notice to the employee for annual leave to be taken by giving a minimum of 28 days written notice requiring such leave to be taken.

The above may be varied due to emergent circumstances in which case no less than 2 weeks’ notice will be given.

4.4 Annual Leave Loading

4.4.1 Employees who become entitled to annual leave under clause 4.3 of this Agreement shall receive an annual leave loading of 17½% of the appropriate ordinary rate of pay for the classification in which the employee was employed immediately before commencing annual leave. Such rate of pay shall include the following Agreement allowance, namely: service allowance; but shall not include any penalty or overtime rates prescribed by this Agreement.
4.4.2 No loading is payable where the annual holiday is taken wholly or partly in advance, provided however, that if the employment of such an employee continues until the day upon which they would have become entitled under clause 4.3 of this Agreement to such annual holiday, the loading then becomes payable, in respect of the period of such holiday and is to be calculated in accordance with the Agreement rate of wages applicable on such day.

4.4.3 Before an employee is given and takes his/her annual holiday or where by agreement between the employer and employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay the employee the loading in accordance with subclause 4.4.1 of this clause.

4.4.4 Where the employment of an employee is terminated by the employer for a cause other than misconduct and, at the time of termination, the employee has not been given and has not taken any annual holidays which have accrued on a pro-rata basis they shall be paid the loading provided for in subclause 4.4.1 of this clause for the period not taken.

4.4.5 Where an employee who is a shift worker as defined in clause 1.2, Definitions, of this Agreement, is given and takes an annual holiday they shall be paid the loading set out in subclause 4.4.1 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.

4.5 Cashing out of Annual Leave

Annual leave credited to an employee may be cashed out, subject to the following conditions:

4.5.1 the employee must elect in writing to receive payment in lieu of an amount of annual leave and each request to cash out part of the annual leave entitlement must be a separate agreement;

4.5.2 an employee’s annual leave entitlement cannot cash out any annual leave if the residual annual leave balance will be reduced under 4 weeks annual leave based on contracted hours;

4.5.3 the employer has agreed to the employee cashing out the annual leave; and

4.5.4 the payment in lieu of the amount of annual leave shall be at a rate that is no less than what would have been payable to the employee had the employee taken the leave that the employee had forgone.

4.6 Long Service Leave

4.6.1 Every employee after ten years' continuous service with the same employer shall be entitled to two months' long service leave on full pay; after fifteen years’ continuous service to an additional one 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. Such leave shall be taken at a time to be mutually arranged between the employer and the employee.

4.6.2 Where the services of an employee with at least five years’ service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.

4.6.3 Where an employee has acquired a right to long service leave under this clause, then and in every such case:
(i) If before such leave has been entered upon, the employment of such employee has been
terminated, such employee shall be entitled to receive the monetary value of the leave
to which such employee has been entitled computed at the rate of salary which such
employee had been receiving immediately prior to the termination of employment.

(ii) 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.

4.6.4 For the purpose of this clause:

(i) one month equals four and one third weeks;

(ii) continuous service with the same employer or in the same place of employment prior
to the coming into force of this Agreement shall be taken into account;

(iii) 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 place of employment 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 employee in accordance
with the appropriate legislation. Notwithstanding that periods of unpaid
parental leave do not count for calculation of long service leave purposes.

4.6.5 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.

4.6.6 Any period(s) of part-time employment with the same employer 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.

4.6.7 Where an employee has accrued a right to an allocated day off duty on pay prior to entering a
period of long service leave, such day shall be taken on the next working day immediately
following the period of long service leave.

An employee returning to duty from long service leave shall be given the next allocated day off
duty in sequence irrespective of whether sufficient credits have been accumulated or not.

4.6.8 Employees with ten or more years’ service with the employer may request in writing to have all
or part of their long service leave entitlement paid out, post tax, in cash or contributed into
superannuation instead of taking leave.

4.6.9 Long service leave is to be taken by mutual agreement. Failing agreement, the employer may
give the employee six months’ notice of the intent of the employee to take leave.

4.6.10 Provided that, where an employee makes a written request to take long service leave which has
not been approved by the employer, that employee shall not be directed to take long service
leave for a period of 12 months after that request.

4.7 Compassionate Leave
4.7.1 In general, compassionate leave with pay should be granted only in extraordinary or emergency circumstances where an employee of a private hospital is forced to absent himself/herself from duty because of urgent pressing necessity, and such leave as is granted should be to the time necessary to cover the immediate emergency. In general, compassionate leave with pay should be one day.

4.7.2 Where an illness in the family requires the employee to be absent from work, compassionate leave should be one day which, as a general rule, would prove sufficient time to meet the immediate emergency and allow the employee to make any other arrangements considered necessary. It would be expected that no one but the employee would be available to care for the sick member of the family.

4.8 Bereavement Leave for Permanent Staff

4.6.1 An employee, other than a casual employee, shall be entitled up to three days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subclause (a) (iv)(2) of clause 4.2.2 - Personal/Carer’s Leave.

4.6.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.

4.6.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer’s leave in subclause (a) (iv).2 of clause 4.2.2, Personal/Carer’s Leave, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.

4.6.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.

4.9 Natural Disaster Leave

An employee is entitled to be absent from duty on full pay for a period of one (1) day per natural disaster where the employee is unable to attend work as a consequence of a natural disaster that has been so declared by the State or Commonwealth. The employer may require reasonable evidence that the employee was unable to attend work due to the declared natural disaster.

4.10 Employee Relations Leave

An employee may take up to 5 days’ unpaid leave per calendar year where the employee request leave to attend union workplace training, provided the employee is a nominated union representative in the workplace. The taking of leave and the timing of any leave will be subject to the operational requirements of Healthscope.

4.11 Domestic Violence Leave

(a) For the purpose of this clause, family violence is defined as violent or threatening behaviour (including physical, sexual, emotional, psychological or financial abuse) directed towards an employee by a member of the person's immediate family or household that causes the employee physical or psychological harm that has been reported to the police and/or may be the subject of an Apprehended Violence Order.

(b) A full-time employee experiencing family and domestic violence will have access to up to five (5) days per year of paid leave to attend legal proceedings, counselling, appointments with a medical or legal practitioner and relocation and safety activities directly associated with alleviating the effects of family and domestic violence. This leave entitlement is non-
cumulative from year to year. This leave is available on a pro rata basis to part-time and casual employees based on average hours worked over the preceding 12 months.

(c) Upon exhaustion of the paid Domestic Violence Leave entitlement, an employee may request further periods of paid or unpaid leave, for the same activities for which paid leave would be available. Further leave applications may be granted at the discretion of the employer.

(d) To access paid and unpaid leave, where requested, the employee will provide the employer with evidence, to the employer’s satisfaction, substantiating the purpose(s) of the leave and that the leave is related to alleviating the effects of family violence. Whilst an employer may accept a variety of evidence in support of an application for leave, if requested by the employer, the evidence shall constitute a Family Violence Order or Police Report. In collecting evidence in support of a leave application, to protect privacy, it will be sufficient for the Employer to source evidence establishing the definition of family violence. It will therefore generally be unnecessary to access significant detail related to the precise circumstances of the family violence.

(e) Matters related to family violence can be sensitive matters and therefore, information collected by an employer associated with accessing leave will be managed in a sensitive manner. Employees encountering circumstances of family violence are also encouraged to discuss other ways where the Employer may be able to assist them.

PART 5 – HOURS OF WORK

5.1 Hours

5.1.1 The ordinary hours of work of day workers, exclusive of meal times, shall be 152 hours for full-time employees per 28 calendar days to be worked Monday to Friday, inclusive, and to commence on such days at or after 6.00 a.m. and before 10.00 a.m.

5.1.2 The ordinary hours of full-time shift workers shall be 152 hours per 28 calendar days.

5.1.3 The hours of work prescribed in subclause 5.1.1 shall be worked in one of the following ways:

(i) 38 hours per week, to be arranged in order that an employee shall not be required to work his/her ordinary hours on more than five days in one week; or

(ii) 76 hours per fortnight, to be arranged in order that an employee shall not be required to work his/her ordinary hours on more than ten days in the fortnight; or

(iii) 152 hours per 28 calendar days, to be arranged in order that an employee shall not be required to work his/her ordinary hours on more than 20 days in the cycle.

5.1.4 Each shift shall not consist of more than 10 ordinary hours of work per day, provided that such shifts shall not be worked on more than 12 consecutive days. However, clause 5.8 may permit for twelve-hour shifts to be worked.

5.1.5 There will be a minimum of 8 hours break between each shift with the exception of those shifts following a function which employees are required to attend or work at.

5.1.6 Except for one meal break each day, all time from the time of commencing until the time of finishing duty each day shall be computed as ordinary working time.

5.1.7 Two separate ten-minute intervals (in addition to meal breaks) shall be allowed each employee on duty during each ordinary shift. Subject to agreement between the employer and the employee, such intervals may alternatively be taken as one 20-minute interval or by one 10-minute interval with the employee allowed to proceed off duty 10 minutes before completion of the normal shift finishing time. Such interval(s) shall count as working time. Employees who are engaged for less than an eight-hour shift on any one day shall only be entitled to one tea break of 10 minutes, provided a minimum of four hours’ work is completed.
5.1.8 Each employee shall be entitled to not less than four full days in each fortnight free from duty or two full days in each week free from duty and such rostered days off shall, where practicable, be consecutive.

5.1.9 (i) An employee whose ordinary hours of work are arranged in accordance with subclause 5.1.2 of this clause, shall be entitled to an allocated day off in each roster cycle of 28 calendar days or 35 calendar days, as the case may be. Such employees shall have the hours worked on each of those days arranged to include a proportion of one hour on the basis of 0.4 of one hour for each eight-hour shift worked and 0.5 of one hour for each ten-hour shift which shall accumulate towards the employee's allocated day off.

(ii) The employee's allocated day off duty prescribed above shall be taken at an agreed time having regard to the needs of the place of employment. Such allocated day off duty shall, where possible, be consecutive with the rostered days off prescribed in subclause (iv) of this clause. Provided that the employer and the employee may agree to accumulate up to twelve allocated days off per year, to be taken in conjunction with the employee's annual leave or, by mutual agreement, taken at another time within 18 months of such accrual occurring.

(iii) Allocated days off duty may not be rostered to occur on public holidays.

(iv) No time towards allocated days off duty shall accrue during periods of workers' compensation, long service leave, parental leave or any period of unpaid leave, or the statutory four weeks annual leave. However, an employee returning to duty from the abovementioned leave shall be given the next allocated day off in sequence.

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

5.2 Roster

5.2.1 The ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees. Where reasonably practicable, the roster shall be displayed at least two weeks in advance, but in any case at least one week prior to the commencing date of the first working period in the roster.

5.2.2 Provided that this provision shall not make it obligatory for the employer to display any roster or ordinary hours of work of members of the casual or relieving staff.

5.2.3 A roster may be altered at any time to enable the service of the Hospital to be carried out where another employee is absent from duty on account of illness, or if the Hospital experiences a downturn in occupancy or in an emergency. Where such alteration involves an employee working on a day which would have been his or her day off, such employee shall be paid in accordance with the provisions of the Agreement.

5.3 Overtime

5.3.1 All time worked by employees outside the ordinary hours as contained in clause 5.1 Hours, and clause 5.2, Roster, shall be paid for at the rate of time and one half for the first two hours, and double time thereafter, on each day overtime is worked. However, all overtime worked on public holidays shall be paid at the rate of double time and one half and all overtime worked on Sundays shall be paid at the rate of double time.

5.3.2 Employees recalled to work overtime after leaving the premises, after their normal ceasing time, shall be paid for a minimum of four hours at the applicable overtime rate, for each time so
recalled. Provided that, except in unforeseen circumstances, an employee shall not be required to work the full 4 hours if the tasks he/she was recalled to perform are completed within a shorter period. The provisions of this subclause shall not apply to managers.

5.3.3 An employee recalled to work overtime pursuant to subclause 5.3.2 of this clause, shall be reimbursed reasonable travel expenses incurred in respect of the recall to work. Provided that where employees elect to use their own vehicle, they shall be paid an allowance as set by the Australian Taxation Office (ATO).

5.3.4 Where an employee works so much overtime that he/she is not given eight consecutive hours off duty prior to commencing ordinary hours of work, he/she shall be released after the completion of such overtime, until he/she has had eight consecutive hours off duty. Such time off duty will occur without loss of pay for ordinary working time occurring during this absence.

Where an employer instructs such an employee to continue or resume work without having had eight consecutive hours off duty, the employee shall be paid at the rate of double time, until he/she is released from duty to take a break of at least ten consecutive hours. Such time off duty will occur without loss of pay for ordinary working time occurring during this absence.

5.3.5 For the purposes of assessing overtime, each day shall stand alone. Provided that, where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.

5.3.6 (i) All time worked by permanent part-time employees and casual employees in excess of the hours prescribed for a full-time employee employed on that shift in the section concerned, or, where no full-time employees are employed on that shift in the ward or section concerned, all time in excess of ten hours, shall be paid for at the rate of time and one half for the first two hours and double time thereafter. Except that on Sundays such overtime shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.

(ii) Time worked up to the rostered daily ordinary hours of work prescribed for full-time employees employed on that shift in the section concerned shall not be regarded as overtime.

5.3.7 Where overtime in excess of two hours is worked without prior notice being given, the employer shall provide a suitable meal free of charge. Where the hospital is unable to provide such meals, an allowance per meal of the sum set out in Item 4 of Schedule D Allowances, shall be paid to the employee concerned.

5.4 Meal Breaks

5.4.1 In the case where an employee, after consultation with their manager is not able to take a meal break, then the time should be treated as time worked.

5.4.2 An employee required to work overtime following on the completion of his or her normal shift for more than two hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours overtime; all such time shall be counted as time worked.

5.5 Banking of hours

5.5.1 A full time or part time employee may, by mutual agreement made with their manager:

Work less than their daily, weekly or fortnightly rostered or contracted hours and work those hours at a later date; or
Work more than their daily, weekly or fortnightly rostered or contracted hours and take time off in lieu of payment, or may set off the additional hours worked against any owing.

5.5.2 An employee who works less than their rostered or contracted hours shall be paid as if those hours had been worked during the relevant period.

5.5.3 An employee who works more than their rostered or contracted hours shall receive payment for any weekend or shift penalties that would otherwise have been due for that extra time worked.

5.5.4 Time debited or credited under these arrangements shall all be at ordinary time, (i.e., an hour for an hour).

5.5.5 An employee may not have more than their fortnightly equivalent in contracted hours in debit or credit at any point in time. Banked hours will be cleared by mutual agreement between the employee and management.

5.5.6 Employees who have hours in debit must be given first option to work additional hours.

5.5.7 The employer must keep detailed records of all hours credited and debited to employees under these arrangements. Employees must have full access to these records.

5.5.8 On termination of employment the employer must pay the employee for all hours in credit and may deduct from termination pay the value of any hours in debit.

5.5.9 Either party shall have the right to terminate an agreement under this clause with two weeks’ notice.

5.6 Time in lieu of overtime

In lieu of receiving payment for overtime in accordance with this clause, employees may be compensated by way of time off in lieu of overtime on the following basis:

5.6.1 Time off in lieu of overtime must be taken within four months of it being accrued at ordinary rates.

5.6.2 Where it is not possible for an employee to take the time off in lieu of overtime within the four (4) month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.

5.6.3 Employees cannot be compelled to take time off in lieu of overtime.

5.6.4 Records of all time off in lieu of overtime owing to employees and taken by them must be maintained by the employer.

5.7 Reasonable Hours

5.7.1 Subject to sub-clause 5.7.2 an employer may require an employee to work reasonable overtime.

5.7.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.

5.7.3 For the purposes of sub-clause 5.7.2 what is reasonable or otherwise will be determined having regard to:

(i) any risk to employee health and safety.

(ii) The employee’s personal circumstances including any family and carer responsibilities.
(iii) The needs of the workplace or enterprise.
(iv) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
(v) Any other relevant matter.

5.8 Twelve hour shifts

A 12 hour shift may be implemented on the following basis:

5.8.1 A 12 hour shift will only be introduced where there has been full consultation with the employees affected.

5.8.2 Any employee who does not wish to work under the 12 hour shift system may work a mutually agreed alternative shift system in the workplace effected or may transfer to another mutually agreed position within the hospital with no loss of classification and contracted hours.

5.8.3 There must be a minimum break of 11.5 hours between each 12 hour shift.

5.8.4 There must be agreement reached to introduce 12 hour shifts by both the employer and the employees after discussions.

PART 6 - CLASSIFICATIONS

6.1 Casual Employees

6.1.1 A casual employee is a person who is engaged irregularly on an hour-by-hour basis.

6.1.2 A casual employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate, prescribed by Schedule A Monetary Rates, of this Agreement, plus twenty-five (25%) per cent thereof, with a minimum payment of two hours for each engagement.

6.1.3 A casual employee who is required to and does work on a public holiday prescribed by clause 3.11, Public Holidays, shall be paid double time and one half for all time worked in lieu of the 25% allowance provided for in subclause 6.1.2 of this clause.

6.1.4 For weekend and public holiday work, casual employees shall, in lieu of all other penalty rates and the 25% casual allowance, receive the following rates:

(i) time and one-half for work between midnight Friday and midnight Saturday;
(ii) time and three-quarters for work between midnight Saturday and midnight Sunday;
(iii) double time and one-half for work on a public holiday.

(iv) Where overtime rates are payable, they shall be paid in lieu of the 25% casual loading.

6.1.5 Any casual employee who is working a permanently rostered shift other than for leave or workers compensation replacement, may after 26 weeks be given the opportunity to become a permanent employees in accordance with the provisions of the Agreement and where a vacancy exists; where the employee chooses to continue to work as a casual they forgo any future redundancy benefits. The employer shall not deliberately break the 26 weeks to avoid this obligation.
6.1.6 With respect to a casual employee, the provisions of the following clauses shall not apply: clause 3.4, Higher Grade Duties; clause 3.13, Service Allowance; clause 4.2, Sick Leave/Personal Carers Leave; clause 4.3, Annual Leave; clause 4.4 Annual Leave Loading; clause 4.7, Compassionate Leave; and clause 5.2, Rosters.

6.2 Conditions relating to permanent part time employees

6.2.1 A permanent employee is a person who is permanently appointed to work a specified number of hours.

6.2.2 Before commencing employment, the employer and employee will agree in writing on:
   (i) the span of hours that the employee may be rostered within. This span of hours will include which shifts the employee may be rostered to work; and
   (ii) the agreed minimum number of contracted hours to be worked per week or fortnight.

6.2.3 The agreed minimum number of contracted hours may be varied by an agreement in writing between the employer and employee.

6.2.4 Permanent part-time employees shall receive a minimum payment of three (3) hours for each start.

6.2.5 Where a permanent part time employee has previously indicated in writing a willingness to work extra hours and/or extra shifts, the employee may work up to 76 hours per fortnight at ordinary rates of pay subject to any penalty or loading that would apply to the shift based on when it was worked (e.g., weekend work, Public Holiday work). Provided that all time worked by a part-time employee which are in excess of the rostered daily ordinary hours of work prescribed in the Agreement, or 76 hours per fortnight, will be paid at the applicable overtime rates prescribed by this Agreement.

6.2.6 Any hours worked by the employee above the agreed minimum number of contracted hours, and paid at ordinary time rates of pay, will count towards the accrual of annual leave, long service leave and personal leave under this Agreement.

6.2.7 No part-time employee will be directed to work, at ordinary time rates of pay, above the employee’s agreed minimum number of contracted hours.

6.2.8 Where an employees has worked regularly above their base contracted hours consistently for six or more months, then the employee may request the employer to consider modifying the base number of contracted hours. Where the employer assesses that there is an operational capacity to change base contracted hours, then this may result in a written agreement between the parties.

6.2.9 Where a permanent part time employee works longer than their daily rostered hours in one day they will receive the additional hours worked that day at overtime rates.

6.2.10 Part-time employees shall have their contract hours reviewed every 26 weeks and where appropriate increased to reflect the number of hours being performed.

PART 7 - MISCELLANEOUS

7.1 Anti-Discrimination

7.1.1 It is intention of the parties bound by this Agreement to seek to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
7.1.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.

7.1.3 It is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

7.1.4 Nothing in this clause is to be taken to affect:

(i) any conduct or act which is specifically exempted from anti-discrimination legislation;

(ii) offering or providing junior rates of pay to persons under 21 years of age;

(iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;

(iv) a party to this Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

7.1.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

7.2 Uniforms and Protective Clothing

7.2.1 Sufficient suitable and serviceable uniforms or overalls shall be supplied, free of cost, to each employee required by the employer to wear them. An employee, to whom a new uniform or part of a uniform has been issued who, without good reason, fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment of a reasonable price for such replacement article.

7.2.2 An employee on the termination of their employment shall return any uniform or part thereof supplied by the employer, which is still in use by the employee immediately prior to leaving.

7.2.3 The hourly rate for an employee will incorporate payment for the laundering of uniforms.

7.2.4 The employee shall keep any uniform supplied to them in a reasonable and presentable condition.

7.2.5 Each employee who is required to work out of doors shall be supplied with overboots. Sufficient raincoats shall also be made available for use by these employees.

7.2.6 Each employee who is required to work in potentially hazardous situations with, or near machinery, shall be supplied with appropriate protective clothing and equipment.

7.2.7 Upon request from an employee, Healthscope will provide appropriate uniform items to an employee, who requires different uniform items due to a pregnancy.

7.3 Occupational Health and Safety

7.3.1 As reflected in Healthscope Policy, all Healthscope worksites attempt to achieve a safe workplace and safe ways of working. To assist in this process Healthscope provides equipment, tools and machinery in a safe condition, safe and hygienic facilities, including toilets, eating areas and first aid, information, training and supervision to all workers, a process for consultation with workers and to keep workers informed and involved in decisions that may
affect their health and safety and a processes for identifying hazards, assessing risks and controlling risks.

7.3.2 In return the employer requires employees to take reasonable care for the health and safety of persons at their place of work and those who may be affected by their acts or omissions at work, and cooperate with any requirement imposed in the interests of health, safety and welfare by the employer or any other person who is authorised to do so under the Act.

7.4 Blood Counts

Those employees who are regularly required to assist and/or work with the radiologist and/or radiographers in close proximity to radioactive radiators shall have blood counts carried out every three months upon making application therefore to the place of employment.

7.5 Guarantee of Agreement and Other Conditions of Employment

No employee shall suffer an overall reduction in wages or conditions of employment as a result of the introduction of this Agreement.

7.6 Transmission of business

If:

(a) a business (or part of the business) is transmitted from Healthscope to another employer (“the transmitee”); and

(b) an employee who at the time of the transmission was an employee of Healthscope in that business becomes an employee of the transmitee;

then:

(c) the continuity of the employment of the employee is deemed not to have been broken by reason of the transmission;

(d) the period of employment which the employee has had with Healthscope or any prior transmittor of the business (or part of the business) to Healthscope is deemed to be service of the employee with Healthscope; and

(e) the employee has no entitlement to be paid any severance amount or benefit upon cessation or termination of employment of the employee by Healthscope.

In this subclause “Business” includes:

(f) a trade, process, business or occupation;

(g) part of a business;

“Healthscope Operations Pty Ltd” means:

(h) Healthscope Operations Pty Ltd.

(i) any company which is a related body corporate of Healthscope Operations Pty Ltd within the meaning of the Corporations Act 2001;

(j) “transmission” includes transfer, conveyance, assignment or succession whether by agreement, by operation of law or otherwise and “transmitted” has a corresponding meaning.
7.7  **Staff Amenities**

The employer shall provide for the use of employees:

7.7.1 A suitable changing room and adequate washing and toilet facilities;

7.7.2 An employer will provide a secure area which may include a locker for the keeping of personal affects of such employee in each work area.

7.7.3 An employer shall provide for an employee morning and afternoon tea, supper and early morning tea (which shall include tea or coffee together with milk and sugar) when the employee is on duty, at times appropriate for the partaking thereof, and shall provide also for such an employee, who requires them, meals of a reasonable standard, which fall due during the duty period, and for such meals so provided may make a charge.

7.8.  **Labour Flexibility**

7.8.1 An employer may direct an employee to carry out duties as are within the limits of the employee's skill, competence and training. Such duties may include work, which is incidental or peripheral to the employee's main tasks provided that such duties are not designed to promote deskilling.

7.8.2 Any employer may direct an employee to carry out duties and use such equipment as may be required provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of such equipment. Any such direction issued by the employer shall be consistent with the employer's responsibility to provide a safe and healthy working environment for employees and the employer's duty of care to patients.

7.9.  **Agreement Flexibility**

7.9.1 Notwithstanding any other provision of this agreement, an employer and an individual employee may agree to vary the application of certain terms of this agreement to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

(a) Arrangements for when work is performed in relation to:

(i) the timing of breaks;
(ii) time off in lieu of overtime; and
(iii) penalty rates.

It is anticipated that any agreement would result from the employee requiring the change to accommodate personal circumstances. Any such change will not financially disadvantage other employees.

(b) the inclusion of allowances in base salary; and

(c) the inclusion of leave loading in base salary.

7.9.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.

7.9.3 The agreement between the employer and the individual employee must:

(a) be confined to a variation in the application of one or more of the terms listed in subclause 7.9.1; and
(b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

7.9.4 The agreement between the employer and the individual employee must also:

(a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee’s parent or guardian;

(b) state each term of this agreement that the employer and the individual employee have agreed to vary;

(c) detail how the application of each term has been varied by agreement between the employer and the individual employee;

(d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee’s terms and conditions of employment; and

(e) state the date the agreement commences to operate.

7.9.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

7.9.6 Except as provided in subclause 7.9.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

7.9.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee’s understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

7.9.8 The agreement may be terminated:

(a) by the employer or the individual employee giving 14 days’ notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or

(b) at any time, by written agreement between the employer and the individual employee.

7.9.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this agreement.

7.10 Workload Management

7.10.1 The parties to this agreement acknowledge that employees and management have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on employee/s and the quality of client care.

7.10.2 To ensure that employee concerns involving excessive workloads are effectively dealt with by Management the following procedures should be applied:

(a) In the first instance, employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.

(b) If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager for further discussion.
If a solution still cannot be identified and implemented, the matter should be referred to the Facility Manager for further discussion.

(d) The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the effected employees.

7.10.3 If any issues regarding workload management are identified by a party to the agreement, the employer and the union shall meet as soon as practicable to consult with each other with the intention of resolving any issues.

7.10.4 If the issue is still unresolved, the employee/s may advance the matter through Clause 2.3 - Grievance and Disputes Resolution Procedures. Arbitration of workload management issues may only occur by agreement of all parties.

7.11 Attendance at Meetings and Fire Drills

7.11.1 Any employee required to work outside the ordinary hours of work in satisfaction of the requirements for compulsory fire safety practices (fire drill and evacuation procedures) contained from time to time within the Private Hospitals and Day Procedure Centres Act 1988, and the regulations made there under, shall be entitled to be paid the "ordinary rate" for the actual time spent in attendance at such practices. In lieu of receiving payment, employees may with the agreement of the employer be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.

7.11.2 Any employee required to attend Occupational Health and Safety Committee and/or Board of Management meetings in the capacity of employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive payment at the "ordinary rate" for the actual time spent in attendance at such meetings. In lieu of receiving payment, employees may with the agreement of the employer be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.

7.11.3 For the purposes of this clause "ordinary rate" shall include amounts payable under this Agreement; plus, where appropriate, the 25% casual loading for employees engaged otherwise than as a full-time or permanent part-time employee.

7.12 Professional Development

7.12.1 Healthscope recognises that training/education is essential for the maintenance and development of knowledge and skills. Healthscope will continue to provide and support training/education opportunities.

7.12.2 The responsibility for staff development is shared between employees and the employer. Employees are expected to participate in professional skill development to ensure that they perform at a standard consistent with competencies relevant to their classification and registration and that aligns to the strategic direction of the hospital.

7.12.3 On the basis of assessed needs, a range of programs/topics relevant to care delivery will be provided by the employer and staff are encouraged to attend.

7.12.4 The provision of mandatory training and skills updates is a joint responsibility between the employer and employee. Attendance at mandatory training and skills update sessions provided by the employer is the responsibility of the employee. Mandatory training will be paid at the appropriate rate as per the applicable shift rate for those on duty and at the ordinary rate of pay for those attending in their own time.
7.12.5 Healthscope Training/educational goals for professional staff will be established and reviewed in consultation with employees. Individual training/educational goals and needs will be established and reviewed as part of Healthscope performance and competency appraisal system.

7.12.6 Employees may make application for reasonable study leave and course participation. Approval will be aligned to Healthscope policy and General Manager of the hospital discretion.
SIGNATORIES

THIS AGREEMENT IS SIGNED BY THE FOLLOWING PARTIES AND/OR BARGAINING REPRESENTATIVES:

Name: Jenny Williams
Position: GM HR
Signing for: Healthscope Operations Pty Ltd
Signature: Jenny Williams
Address: Level 1, 312 St Kilda Road Melbourne 3004
Date: 13/11/2017
Witness Sign:

Name:
Position:
Signing for:
Signature:
Address:
Date:
Witness Sign:

Name:
Position:
Signing for:
Signature:
Address:
Date:
Witness Sign:

Name:
Position:
Signing for:
Signature:
Address:
Date:
Witness Sign:
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

Toby Warnes  
Solicitor  
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.
SPECIAL TRANSITION PROVISIONS RELATED TO HUNTER VALLEY PRIVATE HOSPITAL

When this Enterprise Agreement is made, employees at Hunter Valley Private Hospital will be covered by a Healthscope Enterprise Agreement for the first time. So no employee at Hunter Valley Private Hospital is disadvantaged with respect to their base hourly rate of pay the following transition arrangements will apply for the duration of this Enterprise Agreement:

- Around the time that this Enterprise Agreement is made, all employees to be covered by this Enterprise Agreement will have their role classified in accordance with the classifications of this Enterprise Agreement.

- Where an employee at Hunter Valley Private Hospital, base hourly rate of pay, at the time this Enterprise Agreement commences operation, is higher than the hourly rate of pay applicable from 1 October 2017 to the relevant classification in this Enterprise Agreement, then the following will apply:
  - The employee will receive a 1.50% wage increase on the employee’s base hourly rate of pay applicable immediately prior to the making of this Enterprise Agreement in lieu of the wage increases listed in the table below.
  - Further increases of 1.50% will apply from 1 October 2018, and beyond on each 1 October for the life of this Enterprise Agreement in lieu of wage increases listed in the table below until the employee’s base hourly rate of pay is aligned to the base hourly rate of pay in the table below related to the employee’s employment classification.
  - Once an employee’s base hourly rate of pay is aligned with the base hourly rates of pay of this Enterprise Agreement, then the employee will receive wage increases in line with the terms of this Enterprise Agreement.
  - For avoidance of doubt, the employee will never be paid less than the base hourly rates of pay detailed in the table below of this Enterprise Agreement related to the employee’s employment classification.

- Where an employee at Hunter Valley Private Hospital, base hourly rate of pay, at the time this Enterprise Agreement commences operation, is lower than the hourly rate of pay applicable from 1 October 2017 to the relevant classification in this Enterprise Agreement, then the employee will be paid the relevant rate of pay under this Enterprise Agreement.

- That is, then the principle of these transition arrangements is that employees from Hunter Valley Private Hospital will not be disadvantaged, with respect to base hourly rates of pay, by transitioning into this Enterprise Agreement. Those who are paid higher base hourly rates of pay than the rates of this Enterprise Agreement will still get 1.50% annual increases until the employee’s base hourly rate of pay aligns to the applicable base hourly rates of pay under this Agreement. Those Hunter Valley Private Hospital employees who are paid lower rates of pay than the applicable rate of pay under this Enterprise Agreement will from 1 October 2017 have their base hourly rate of pay increased to be aligned to the rates of pay under this Enterprise Agreement. Similar transition arrangements will not apply with respect to other conditions of employment, the terms of this Enterprise Agreement will apply to all employees from when this Enterprise Agreement commences operation.
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</table>

# For the new CSSD and Theatre Assistant classifications, upon commencement of the Enterprise Agreement, employees will be placed into the classification in line with the descriptions in Clauses 1.6.11 and 1.6.13 of this Agreement.

**Schedule B**

**Allied Health Classifications**
<table>
<thead>
<tr>
<th>Enterprise Agreement Classifications</th>
<th>Current 1/10/2016</th>
<th>Changes from Previous Enterprise Agreement #</th>
<th>Hourly Rates 1/10/17</th>
<th>Increase</th>
<th>Hourly Rates 1/10/18</th>
<th>Increase</th>
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Schedule C

Allowances

Handling Nauseous Linen (Per Hour) (Excluding Sealed Bags) $0.28 Allowance N/A
<table>
<thead>
<tr>
<th>Enterprise Agreement Classifications</th>
<th>Current 1/10/2016</th>
<th>Changes from Previous Enterprise Agreement #</th>
<th>Hourly Rates 1/10/17</th>
<th>Increase</th>
<th>Hourly Rates 1/10/18</th>
<th>Increase</th>
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<td>$28.23</td>
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</tbody>
</table>

Note: All wage/allowance increases apply from the first full pay period to commence on or after the specified dates.
Schedule 2.2—Model flexibility term
(regulation 2.08)

Model flexibility term

(1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

(a) the agreement deals with 1 or more of the following matters:
   (i) arrangements about when work is performed;
   (ii) overtime rates;
   (iii) penalty rates;
   (iv) allowances;
   (v) leave loading; and
(b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
(c) the arrangement is genuinely agreed to by the employer and employee.

(2) The employer must ensure that the terms of the individual flexibility arrangement:

(a) are about permitted matters under section 172 of the Fair Work Act 2009; and
(b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
(c) result in the employee being better off overall than the employee would be if no arrangement was made.

(3) The employer must ensure that the individual flexibility arrangement:

(a) is in writing; and
(b) includes the name of the employer and employee; and
(c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
(d) includes details of:
(i) the terms of the enterprise agreement that will be varied by the arrangement; and

(ii) how the arrangement will vary the effect of the terms; and

(iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

(e) states the day on which the arrangement commences.

(4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

(5) The employer or employee may terminate the individual flexibility arrangement:

(a) by giving no more than 28 days written notice to the other party to the arrangement; or

(b) if the employer and employee agree in writing—at any time.
4 May 2018

Ms Sarah Martiniello
Agreement Assessor
Member Support Research Team
Fair Work Commission
11 Exhibition Street
MELBOURNE VIC 3001

By email: member_assist@fwc.gov.au

Matter Number: AG2017/5676


Undertaking Pursuant to Section 190 of the Fair Work Act 2009

I, Stephen Gameren, State Manager – NSW/ACT, for Healthscope Operations Pty Ltd give the following undertakings with respect to the Healthscope – NSW – Health Professionals & Support Services Agreement – 2017-2021 (‘the Agreement’):

1. The minimum engagement for a casual employee will be 3 hours.

Yours sincerely

[Signature]

Stephen Gameren
State Manager – NSW
10 April 2018

Ms Sarah Martiniello
Agreement Assessor
Member Support Research Team
Fair Work Commission
11 Exhibition Street
MELBOURNE VIC 3001

By email: member.assist@fwc.gov.au

Matter Number: AG2017/5676


Undertaking Pursuant to Section 190 of the Fair Work Act 2009

I, Stephen Gameren, State Manager, for Healthscope Operations Pty Ltd give the following undertakings with respect to the Healthscope – NSW – Health Professionals & Support Services Agreement – 2017-2021 (‘the Agreement’):

1. I have the authority given to me by Healthscope Operations Pty Ltd to provide the following undertakings in relation to the application before the Fair Work Commission.

2. Clause 4.2.1(a) of the Agreement states the Personal Leave entitlement as 76 hours for each year of service. Because full-time ordinary weekly hours under the Agreement are expressed as 38 hours per week, the entitlement to Personal Leave equates to 10 days’ Personal Leave for each year of service. For completeness, the entitlement to Personal Leave under the Agreement is not intended to be less than the entitlement specified in Section 96 of the Fair Work Act 2009.

3. Clause 4.7 of the Agreement relates to Compassionate Leave. Employees may access Compassionate Leave under the Agreement, and where applicable the terms specified at Section 104 of the Fair Work Act 2009.

4. Clause 4.3.2 of the Agreement defines when an employee may be regarded as a ‘shift worker’ for the purposes of accessing additional Annual Leave. Clause 4.3.2 of the Agreement details the additional Annual Leave that is provided for working a varying number of Sundays and Public Holidays.

5. From the date that the Agreement commences operation the rate of pay for an Apprentice Cook will be not less than the rate of pay specified in the Health Professional and Support Services Award.

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

Yours sincerely

[Signature]

Stephen Gameren
State Manager – NSW