

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA1/01**

**TITLE: St Vincent's Private Hospital Darlinghurst Enterprise Agreement  
2000**

**I.R.C. NO:** 2000/5554

**DATE APPROVED/COMMENCEMENT:** 5 December 2000/ 4 October 2000

**TERM:** 24 months

**NEW AGREEMENT OR  
VARIATION:** New. Replaces EA98/277

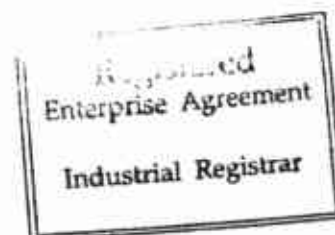
**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

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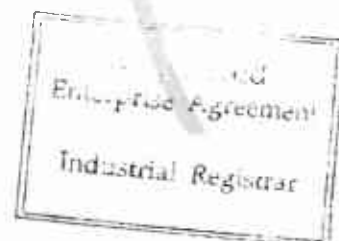
**COVERAGE/DESCRIPTION OF  
EMPLOYEES:** Applies to non medical staff of the hospital

**PARTIES:** St Vincent's Private Hospital -&- The Health and Research Employees' Association of  
New South Wales





**ST VINCENT'S PRIVATE  
HOSPITAL DARLINGHURST  
ENTERPRISE AGREEMENT  
2000**



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**1. TITLE**

This Agreement shall be known as the St Vincent's Private Hospital Darlinghurst Enterprise Agreement 2000.

**2. AREA, INCIDENCE AND PARTIES BOUND**

This Agreement shall be binding upon St Vincent's Private Hospital, Darlinghurst, as conducted by the Congregation of Religious Sisters of Charity of Australia at Victoria Street, Darlinghurst NSW 2010 and The Health and Research Employees Association of New South Wales. This Agreement will cover employees as defined in Clause 3, Definitions of the Private Hospital Employees (State) Award and staff members as defined in Clause 10, Definitions of this Agreement.

**3. OPERATIVE DATE**

This Agreement will commence on the date of registration with the Industrial Relations Commission of NSW, and by administrative action, the Agreement shall take effect from the first pay period on or after 4 October 2000 and shall remain in force for two years from the commencement of the Agreement.

**4. RELATIONSHIP TO PARENT AWARD**

The provisions of the Private Hospital Employees (State) Award will continue to apply during this Agreement, except to the extent they are excluded or modified by this Agreement. Where there is any inconsistency, this Agreement shall apply and furthermore, where this Agreement is silent, the Award shall apply.

**5. AWARD CLAUSES TO BE OVER-RIDDEN BY THIS AGREEMENT**

All clauses of the Private Hospital Employees (State) Award will continue to apply, except for:

- Clause 3. Definitions
- Clause 4. Wages
- Clause 5. Hours
- Clause 8. Overtime
- Clause 10. Casual Employees
- Clause 14. Allowances for Special Working Conditions
- Clause 16. Sick Leave
- Clause 19. Long Service Leave
- Clause 22. Uniforms
- Clause 27. Grievance Procedures

## 6. SINGLE BARGAINING UNIT

For the purpose of negotiating this Enterprise Agreement, a committee has been established consisting of four (4) staff member representatives, up to two (2) officers of the Health and Research Employees Association of New South Wales, four (4) management representatives and a facilitator.

## 7. AIM OF THIS AGREEMENT

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

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

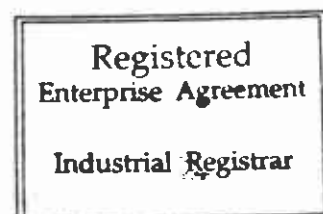
Through a mixture of efficiency and productivity, St Vincent's Private Hospital will continue to provide a first class service to patients, and be a place where the quality of working life is the benchmark for other service providers.

## 8. NEW STAFF MEMBERS

The parties agree that any new staff member who is employed during the term of this Agreement will be covered by this Agreement. The new staff member will be entitled to all benefits and will be bound by all obligations with this Agreement from their date of employment.

## 9. AGREEMENT TO BE DISPLAYED

Copies of this Agreement shall be displayed in places readily visible and accessible to all parties covered by this Agreement, in accordance with the Regulations of the Industrial Relations Act, 1996.



## **10. DEFINITIONS**

### **10.1 SVPH Officer Grade 1**

Unqualified skills. Knowledge of important information through on-the-job and short courses, and experience relevant to performing the duties, including the processes and tasks of the position. Responsibility to make decisions necessary to do the work, with regular monitoring by supervisor.

### **10.2 SVPH Officer Grade 2**

Semi-skilled 1. Higher level of knowledge learnt through on-the-job and short courses, with longer periods of experience required to learn all facets of the position. Less closely monitored but most decisions relate to performing the tasks of the position.

### **10.3 SVPH Officer Grade 3**

Semi-skilled 2. Significant level of knowledge, with certificate, diploma or degree and experience or with substantial experience. Some autonomy of decisions, but within policy and procedures, the impact of which may go beyond the immediate workplace. Supervision of lower Grades possible.

### **10.4 SVPH Officer Grade 4**

Skilled. Diploma or higher qualification, or many months / years on-the-job learning required. Autonomy for decisions within policies and procedures. Outcomes from co-ordinated group of tasks monitored by supervisor. Supervision of lower Grades possible.

### **10.5 SVPH Officer Grade 5**

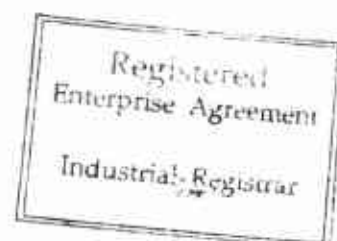
Higher skilled. Tertiary degree and some experience, or many years of experience. Decision making beyond policy and procedures. Supervision of lower Grades possible.

### **10.6 SVPH Officer Grade 6**

Senior, Supervisor, Semi-professional or New Professional. Tertiary degree and much experience, or lower qualification or skill-specific education and very many years of experience. Substantial autonomy for decision making, including advising others to assist them in their decision making. Supervision of lower Grades possible.

### **10.7 SVPH Officer Grade 7**

Professional. Tertiary qualified or some management responsibilities.



## 11. WAGES

### 11.1 Wages and Increases for This Agreement

Staff members covered by this Agreement will be paid not less than the appropriate level as set out in Schedule A, Table 1, Monetary Rates, except new staff members. New staff may be paid 3% less than the rates stated in Schedule A, Table 1, Monetary Rates for the initial part of their employment; such initial period not exceeding 12 months.

In summary, this Agreement allows for:

- (i) an increase of 2% in base salary rates, which will take effect on the first pay period on or after 4 October 2000, plus approximately 2% of the base rate achieved through salary packaging to all staff from the first pay period on or after 1 November, 2000;
- (ii) an additional increase of 2% in base salary rates, plus approximately 2% of the base rate achieved through salary packaging linked to achievement of departmental performance indicators (as described in Clause 11.2, Performance Indicators), from the first pay period on or after 1 October, 2001.

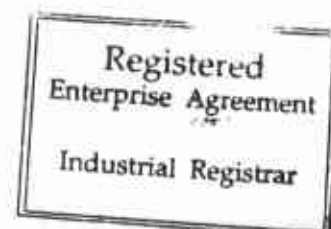
### 11.2 Performance Indicators

The second part of the pay increase scheduled for 2001 (the approximately 2% of the base rate achieved through salary packaging) is in the form of a bonus. Staff will be expected to help achieve their department's performance indicators. If these indicators are achieved no later than 30 September 2001, the bonus increase in packaging will be paid as from the date of the second increase. The performance indicators are listed in Schedule A, Table 3, Performance Indicators.

If a particular department's performance indicator is not met by the due date, and the variance can be explained (for example, the cause was outside the control of the department), the failure to reach the performance indicator will not prevent the staff of that department receiving the second part of the pay increase.

Staff will be kept informed of progress against each indicator through regular reporting, such as a graph. The timing of this reporting will relate to the actual indicator, and may be monthly, or quarterly, or in the case of the Patient Survey, six monthly.

During the life of the Agreement, individual departments may refine existing performance indicators, or develop additional performance indicators, for future recording and reporting. Individual departments may conclude that a performance indicator listed for their department is not the most appropriate indicator, and may identify an alternative indicator(s) and current performance. Such a proposed substitute or additional indicator shall be provided to the Hospital and union, which must agree whether to substitute or add the indicators. This substitution or addition process must be completed by 30 December, 2000.



### 11.3 Salary Packaging

Staff will be able to package part of their salary, up to a maximum as stated in Schedule A, Table 1, Monetary Rates, for which they will receive fringe benefits to the value of this packaged amount.

Under the current tax regime, St Vincent's Private Hospital is exempt from paying Fringe Benefits Tax on the amount proposed to be packaged in this Agreement. As that part of the package is classified as fringe benefits, staff are exempt from paying tax for the value of those fringe benefits. Should the tax laws change with respect to Fringe Benefits Tax, the Hospital reserves the right to review the packaging arrangement. No staff member will be disadvantaged should there be a change in the tax laws on fringe benefits, that is, staff will continue to be paid the equivalent benefit as received under the packaged amount.

Fringe benefits which are available to staff include:

- mortgage / rent
- energy services (electricity, gas, water, telephone)
- insurances (health, life, home, home contents)
- university fees (HECS)
- car loan

Staff will be required to make a submission for the fringe benefits each three months, commencing within one month of the commencement of this Agreement, and will receive the appropriate amount as stated in Schedule A, Table 1, Monetary Rates in their fortnightly pay.

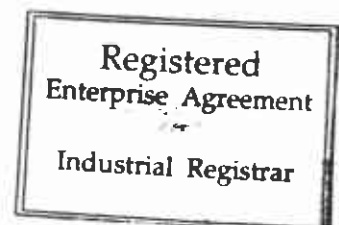
### 11.4 Salary Sacrifice

Staff may choose to salary sacrifice some of their fortnightly pay towards an increased superannuation payment. This involves a request to the Hospital to increase the amount paid as the Hospital's contribution to superannuation with a corresponding decrease in the amount paid directly to the staff member. This treatment of the staff member's pay may result in a reduction in total tax paid.

The maximum amount that can be sacrificed is the difference between the base rate of pay for the staff member under this Agreement and the base rate of pay for the staff member as classified under the Private Hospital Employees (State) Award. This fixed amount will be paid on a fortnightly basis to the superannuation fund as nominated. This arrangement will be made available as soon as the necessary technical adjustments to the payroll have been made.

### 11.5 Increment Within Grade

The Hospital wishes to recognise the advanced skills that staff can develop in various positions in the Hospital. During the life of this Agreement, the Hospital will seek to establish a method to reward staff for increased skill development above those required to complete the tasks of their position. Any viable method identified will be considered in the renegotiation of this Agreement.





### 11.6 Impact of Goods and Services Tax (GST)

The introduction of the GST may have an impact on the purchasing power of staff's salaries and wages. The extent of this impact, if any, will be unknown for most of the life of this Agreement. Towards the end of this Agreement, the Hospital will seek information that analyses the impact of the GST, and together with the Union, will consider any impact as it affects the staff covered by the Agreement. Such information will be considered in the renegotiation of this Agreement.

## 12. CLASSIFICATION REVIEW

The parties agree that positions that are changed (through structured changes to work or as a result of evolution of duties) will have their classifications reviewed in accordance with Hospital policy to ensure that they have been correctly graded within the broadbanding as defined in Clause 10, Definitions. As a result of these reviews, no individual employed at the time of the regrading will be disadvantaged.

## 13. ALLOWANCES

The parties to this Agreement agree that all allowances are inclusive in the wage rates set out in Schedule A, Table 2, Allowances, except for:

(i) On call allowance.

(a) A staff member required by the Hospital to be on call between shifts, shall be paid an allowance as set out in item (i) of Schedule A, Table 2, Allowances, for each period of 24 hours or part thereof provided that only one allowance shall be payable in any period of 24 hours.

(b) A staff member required to be on call on rostered days off shall be paid an allowance as set out in item (ii) of Schedule A, Table 2, Allowances, for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any 24 hours.

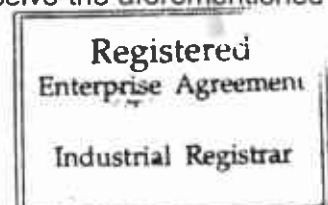
(ii) Higher duties allowance

A staff member required by an authorised representative to relieve another staff member paid on a higher scale shall be paid for the time so spent at the rate for the staff member so relieved.

This sub clause shall not apply when a staff member in a higher grade is absent from duty by reason of their allocated day off duty as a consequence of working a 38 hour week.

(iii) Service Allowance

All staff members in receipt of a service allowance in accordance with Clause 25 Service Allowance of the Private Hospital Employees (State) Award at the commencement of this Agreement, shall continue to receive the aforementioned service allowance.



(iv) Meal Allowance (Overtime)

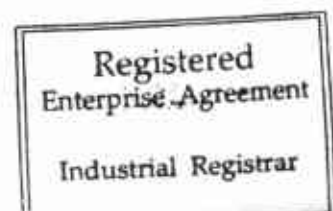
- (a) A staff member who is required to work overtime for more than two hours and such overtime goes beyond 7:00 am, 1:00 pm and 6:00 pm shall be supplied with a meal from the staff cafeteria.

Breakfast includes a hot breakfast and cereal, yogurt or fruit. Lunch and dinner includes a main course, dessert and a soft drink or juice or a soup, main course and a soft drink or juice at the staff member's choice.

- (b) If the cafeteria is closed or the Hospital is unable to supply a meal the meal allowance set out in item (iii) of Schedule A Table 2, Allowances shall be paid.
- (c) Neither a meal nor an allowance will be provided if the staff member has been requested to work overtime prior to the end of the previous shift worked, as they would have had time to make alternate arrangements for a meal.

**14. HOURS**

- (i) (a) The ordinary hours of work for day workers, exclusive of meal times, shall not exceed 152 hours per 28 calendar days or 76 hours per fortnight, to be worked Monday to Friday and to commence on such days at or after 5:30 am and before 10:00 am.
- (b) The ordinary hours of work for shift workers, exclusive of meal times, shall not exceed 152 hours per 28 calendar days or 76 hours per fortnight or an average of 38 hours per week in each roster cycle.
- (ii) The hours of work for full time staff members prescribed in subclause (i) of this Clause shall be arranged as follows:
- (a) 152 hours in a 28 calendar day cycle to be arranged so that each staff member shall not work their ordinary hours on more than 19 days in the cycle; or
- (b) 190 hours per 35 calendar day cycle to be arranged so that each staff member shall not work their ordinary hours on more than 19 days in the cycle; or
- (c) 76 hours per fortnight to be arranged so that each staff member shall not work their ordinary hours on more than ten days in the fortnight; or
- (d) 38 hours per week to be arranged so that each staff member shall not work their ordinary hours on more than five days in the week; or
- (e) 76 hours per fortnight to be arranged so that each staff member shall not work their ordinary hours on more than nine days in the fortnight; or



- (f) 114 hours per 21 calendar day cycle to be arranged so that each staff member shall not work their ordinary hours on more than 14 days in the cycle; or
  - (g) 38 hours per week to be arranged so that each staff member shall not work their ordinary hours on more than four days in the week; or
  - (h) in such other way as agreed between the manager and staff member which meets the other subclauses of this Clause.
- (iii) Each staff member 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.
- (iv) Full-time staff members shall receive a minimum payment of four hours for each start in respect of ordinary hours of work. Permanent part-time staff members and casual staff members shall receive a minimum payment of two hours for each such start.
- (v) (a) A staff member whose ordinary hours of work are arranged in accordance with paragraphs (a) and/or (b) of subclause (ii) 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 staff members 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 staff member's allocated day off.
- (b) The staff member'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 (iii) of this Clause, provided that the Hospital and the staff member may agree to accumulate up to twelve allocated days off per year, to be taken in conjunction with the staff member's annual leave, or by mutual agreement, taken at another time within 18 months of such accrual occurring.
- (c) Allocated days off duty may not be rostered to occur on public holidays.
- (d) 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.
- (e) A staff member returning to duty from the abovementioned leave shall be given the next allocated day off in sequence.
- (f) Where a staff member's allocated day off duty falls during a period of paid sick leave, the staff member's available sick leave shall not be debited for that day.



- (vi) Each shift shall consist of not more than 11 ordinary hours of work per day, provided that shifts in excess of ten ordinary hours of work shall not occur on more than 7 consecutive days in any 8-day period, or that shifts of ten ordinary hours of work or less shall not occur on more than 11 consecutive days in any 12-day period.
- (vii) The ordinary hours of a permanent part-time staff member will be a specified number of hours which are less than those prescribed for a full-time staff member in subclauses (i) of this Clause.

The specified number of hours may be balanced over a week or fortnight, provided that the average weekly hours worked shall be deemed to be the specified number of hours for the purposes of accrual of leave provided for by this Agreement, and provided that there shall be no interruption to the continuity of employment merely by reason of a staff member working on a "week on, week off" basis in accordance with this subclause.

- (viii) Except for meal breaks each day, all time from the commencement to the cessation of duty each day shall count as working time.
- (ix) Two separate ten-minute tea breaks (in addition to meal breaks) shall be allowed to each staff member on duty during each ordinary shift of 7.6 hours or more. Where less than 7.6 ordinary hours are worked, staff members shall be allowed one 10-minute break within each 4-hour period. Subject to agreement between the employer and the staff member, the 2 ten-minute breaks may alternatively be taken as one 20-minute break, or as one 10-minute break with the staff member allowed to proceed off duty 10 minutes before the completion of the normal shift finishing time. Such break(s) shall count as working time.
- (x) There shall be a minimum break of 8 hours between ordinary rostered shifts on successive days.
- (xi) Apprentices – The ordinary hours of work for apprentices shall be as prescribed in this Clause, provided that no apprentice shall be required to perform work which would prevent the apprentice from attending classes at technical college.

## 15. OVERTIME

- (i) All time worked by staff members outside the ordinary hours as contained in Clause 14, Hours, 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.
- (ii) Staff members recalled to work overtime after leaving the premises, after their normal ceasing time, shall be paid for a minimum of two hours for permanent part time and casual staff, and two and a half hours for full time staff, at the applicable overtime rate, for each time so recalled, provided that, except in unforeseen circumstances, a staff member shall not be required to work the full 2 or 2 1/2 hours (as the case may be) if the tasks they were recalled to perform are completed within a shorter period.



- (iii) A staff member recalled to work overtime pursuant to subclause (ii) of this Clause, shall be reimbursed reasonable travel expenses incurred in respect of the recall to work.
- (iv) Where a staff member works so much overtime that they are not given eight consecutive hours off duty prior to commencing ordinary hours of work, they shall be released after the completion of such overtime, until they have 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 the Hospital instructs such a staff member to continue or resume work without having had eight consecutive hours off duty, the staff member shall be paid at the rate of double time, until they are 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.

- (v) If a permanent part-time staff member is asked during a shift to continue to work beyond the originally rostered finishing time for that shift, such that the total hours worked on that day extends beyond the prescribed hours for a full time staff member on the same shift in the same section, the additional hours beyond the prescribed hours for the full time staff member shall be paid as overtime.
- (vi) All time worked by permanent part-time staff members in excess of the hours prescribed for a full-time staff member in Clause 14, Hours, shall be paid for at overtime rates.
- (vii) In lieu of receiving payment for overtime in accordance with this Clause, staff members may be compensated by way of time off in lieu of overtime on the following basis.
  - (a) Time off in lieu of overtime must be taken within three (3) months of it being accrued, unless it is to be used as personal carer's leave as set out in Clause 17, Personal / Carer's Leave, at ordinary rates (that is, one hour worked: one hour off).
  - (b) Where it is not possible for a staff member to take the time off in lieu of overtime within the three (3) 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.
  - (c) Staff members cannot be compelled to take time off in lieu of overtime.
  - (d) Records of all time off in lieu of overtime owing to staff members and taken by staff members must be maintained by the Hospital.

## 16. SICK LEAVE

### 16.1 Sick Leave Accrual

- (i) A new staff member shall be entitled to sick leave on a pro-rata basis at the end of each month during the first year of employment with the Hospital. This pro-rata will be equal to 6.33 hours per month for a full-time staff member.

- (ii) A full-time staff member 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 staff member's credit.
- (iii) Permanent part-time staff members 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 staff members.
- (iv) Each staff member shall notify the Hospital 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 Hospital of the expected duration of the absence.
- (v) The Hospital shall not change the rostered hours of work of a staff member 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 staff member is on sick leave.
- (vi) All periods of sickness shall be certified to by the medical superintendent or Director of Nursing of the Hospital or by a legally qualified medical practitioner approved by the Hospital; provided however, that the Hospital shall dispense with the requirement of a medical certificate where the absence does not exceed two consecutive days or where in the Hospital's opinion the circumstances are such as not to warrant such requirements.
- (vii) A staff member shall not be entitled to sick leave for a period during which the staff member is receiving workers' compensation.
- (viii) Notwithstanding subclause (vii), where a staff member continues to receive workers' compensation for a period in excess of 26 weeks, the Hospital shall pay to the staff member the difference between the amount received as workers' compensation and their full weekly wage until all the staff member's sick leave entitlement under this clause has been used.

## **16.2 Sick Leave Reduction**

As an incentive to reduce absenteeism through sick leave, the following schemes shall apply for the duration of this Agreement, but shall be considered for review under subsequent agreements.

### **16.2.1 Sick Leave Buy Back**

Where a staff member holds a minimum of ten (10) days sick leave, the Hospital will buy back the value of five (5) days sick leave at ordinary rates of pay prescribed herein, under the following conditions.



- (i) Sick leave accrued from the commencement of the St Vincent's Private Hospital Sydney Enterprise Agreement 1998 (8 October 1998) to the date of the buy back, less the number of days of sick leave taken, and less the number of days used in previous buy backs and exchanges since commencement of that Agreement equals the balance of sick leave available for buy back (the "buy back balance").
- (ii) The buy back balance must equal or exceed ten (10) days for a staff member to be able to buy back.
- (iii) Staff may only avail the "buy back" once each twelve months.
- (iv) The conditions relating to buy back of sick leave will be offered on 1 February and 1 August each year.
- (v) Staff members are required to meet all other conditions associated with sick leave, including adequate notice and the provision of medical certificates where required.
- (vi) The buy back balance following the buy back must not be less than five days.
- (vii) This incentive program will be offered on a pro-rata basis for permanent part-time staff members.
- (viii) This incentive program will not be available to temporary or casual staff members.

#### **16.2.2 Sick Leave Exchange**

Where a staff member holds a minimum of twenty (20) days sick leave, the Hospital will exchange ten (10) days sick leave for five (5) days of annual leave at ordinary rates of pay as prescribed in this Agreement, with no leave loading or penalties applicable, under the following conditions.

- (i) Sick leave accrued from the commencement of the St Vincent's Private Hospital Sydney Enterprise Agreement 1998 (8 October 1998) to the date of the exchange, less the number of days of sick leave taken, and less the number of days used in previous buy backs and exchanges since commencement of that Agreement equals the balance of sick leave available for exchange (the "exchange balance").
- (ii) The exchange balance must equal or exceed twenty (20) days for a staff member to be able to exchange.
- (iii) Staff may only avail the "exchange" once each twelve months.
- (iv) The conditions relating to exchange of sick leave will be offered on 1 August 2001 and on this date each year thereafter.
- (v) Staff members are required to meet all other conditions associated with sick leave, including adequate notice and the provision of medical certificates where required.

- (vi) The exchange balance following the exchange must not be less than ten days.
- (vii) This incentive program will be offered on a pro-rata basis for permanent part-time staff members.
- (viii) This incentive program will not be available to temporary or casual staff members.

## 17. LONG SERVICE LEAVE

- (i) Every staff member after five years' continuous service with the Hospital shall be entitled to one month's long service leave on full pay; after ten years' continuous service to a further one month's long service leave on full pay; after fifteen years' continuous service to an additional one month's long service leave on full pay; and for each five years' continuous service thereafter to an additional one and one half months' long service leave on full pay. This long service leave, up to the amount accrued at the date of commencement of such leave, shall be taken at a time to be mutually arranged between the Hospital and the staff member, provided the minimum period taken is one month.
- (ii) Where the service of a staff member with at least five years' service is terminated, the staff member shall be entitled for five years' service to one month's long service leave on full pay and for service after 5 years to a proportionate amount of such leave on full pay calculated on the basis of 2 months' long service leave for 10 years' service.
- (iii) Where a staff member has acquired a right to long service leave under subclauses (i) and (ii) of this clause, then and in every such case:-
  - (a) If before such leave has been entered upon, the employment of such staff member has been terminated, such staff member shall be entitled to receive the monetary value of the leave to which such staff member has been entitled computed at the rate of salary which such staff member had been receiving immediately prior to the termination of employment.
  - (b) If a staff member dies before entering upon long service leave, or if after having entered upon the same, dies before its termination, the staff member'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 staff member had been receiving at the time of death.
- (iv) For the purpose of this clause:
  - (a) one month equals four and one third weeks;
  - (b) continuous service with the Hospital prior to the coming into force of this Agreement shall be taken into account;





- (c) continuous service shall be deemed not to have been broken by:-
- (1) any period of absence on leave without pay not exceeding six months; or
  - (2) absence of a staff member from the Hospital whilst a member of the Defence Forces of the Commonwealth in time of war; or
  - (3) any period of absence on parental leave taken by the staff member in accordance with the Industrial Relations Act 1996.
- (v) Where any staff member has been granted a period of long service leave prior to the coming into force of this Agreement the amount of such leave shall be debited against the amount of leave due under this Agreement.
- (vi) Any period(s) of part-time employment with the Hospital 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.
- (vii) Where a staff member 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.

A staff member 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.

## 18. PERSONAL / CARER'S LEAVE

### (i) Use of Sick Leave

- (a) A staff member other than a casual staff member with responsibilities in relation to a class of person set out in (c) who needs the staff member's support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in Clause 16, 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.
- (b) The staff member shall, if required, establish either by production of a medical certificate or statutory declaration 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.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the staff member being responsible for the care of the person concerned; and



- (ii) the person concerned being:
  - (a) a spouse of the staff members, 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 foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, or sibling of the employee or spouse or de facto spouse of the employee; or
  - (d) a same sex partner who lives with the employees as the de facto partner of that employee on a bona fide domestic basis; or
  - (e) a relative of the staff member who is a member of the same household where for the purposes of this paragraph:
    - (1) 'relative' means a person related blood, marriage of affinity
    - (2) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
    - (3) 'household' means a family group living in the same domestic dwelling.

A staff member shall, where ever practicable, give the Hospital 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 Hospital by telephone of such absence at the first opportunity on the day of absence.

(ii) Unpaid Leave for Family Purpose

A staff member may elect, with the consent of the Hospital to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in sub paragraph (ii) of paragraph (c) above who is ill.

(iii) Time Off in Lieu of Payment for Overtime

- (a) For the purpose of providing care and support for a person in accordance with subclause (1) of this Clause, and the provision of Clause 15, Overtime, the following provision shall apply
- (b) A staff member may elect, with the consent of the Hospital to take time off in lieu of payment for overtime at a time or times agreed with the Hospital within twelve (12) months of the said election.

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- (c) 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.
  - (d) If, having elected to take time as leave in accordance with paragraph (a) above the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
  - (e) Where no election is made in accordance with the said paragraph (a) the employee shall be paid overtime rates in accordance with this agreement.
- (iv) Make-up Time
- (a) A staff member may elect, with the consent of the Hospital, to work 'make up time' under which the staff member takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
  - (b) A staff member on shift work may elect, with the consent of the Hospital to work 'make up time' (under which the employee takes time off ordinary hours and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.
- (v) Accumulated Days Off
- (a) A staff member may elect, with the consent of the Hospital to take an accumulated day off at any time.
  - (b) A staff member may elect, with the consent of the Hospital to take accumulated days off in part day amounts.
  - (c) A staff member may elect, with the consent of the Hospital to accrue some or all accumulated days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the Hospital and the staff member or subject to reasonable notice by the staff member or the Hospital.

## 19. TEMPORARY STAFF MEMBERS

A temporary staff member is one engaged for a set period not exceeding 13 weeks. A temporary staff member may be employed on a full-time or part-time basis. All entitlements and other conditions for a temporary staff member shall be the same as for permanent staff as set out in this Agreement.

## 20. CASUAL STAFF MEMBERS

- (i) (a) A casual staff member is one engaged on an hourly basis otherwise than as a permanent part-time staff member or full-time staff member.
- (b) A casual staff member may only be engaged in the following circumstances: for short term periods where there is a need to supplement the work force arising from fluctuations in the needs of the facility; or in the place of another staff member who is absent; or in an emergency.

- (ii) A casual staff member shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate, prescribed by in Schedule A, Table 1, Monetary Rates, plus ten per cent thereof, with a minimum payment of two hours for each engagement.
- (iii) A casual staff member who is required to and does work on a public holiday prescribed by Clause 15, Public Holidays of the Private Hospital Employees (State) Award, shall be paid double time and one-half for all time worked in lieu of the 10 per cent allowance provided for in subclause (ii) of this Clause.
- (iv) For weekend and public holiday work, casual staff members shall, in lieu of all other penalty rates and the 10 per cent casual allowance, receive the following rates:
  - (a) time and one-half for work between midnight Friday and midnight Saturday;
  - (b) time and three-quarters for work between midnight Saturday and midnight Sunday;
  - (c) double time and one-half for work on a public holiday.
- (v) Where overtime rates are payable, they shall be paid in lieu of the 10 per cent casual loading.
- (vi) For the entitlement to annual leave, see *Annual Holidays Act 1944*.
- (vii) For the entitlement to long service leave, see *Long Service Leave Act 1955*.
- (viii) A casual staff member shall only receive overtime in accordance with Clause 15, Overtime, of this Agreement when they work more than 76 hours in the fortnight. The overtime rate is exclusive of the casual rate of 10% as referred to in subclause (ii) of this Clause.
- (ix) Casuals shall not be asked to work a double shift unless there are no permanent staff on the shift available to work.
- (x) With respect to a casual staff member the provisions of the following clauses of the Private Hospital Employees (State) Award will not apply:

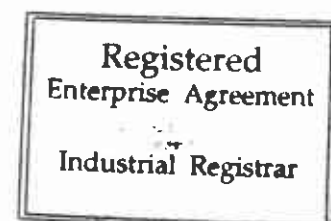
Clause 25, Service Allowance; Clause 18, Annual Leave Loading; Clause 23, Relieving other members of staff; Clause 20, Compassionate Leave; Clause 34, Award benefits to be continuous, Clause 6, Roster of Hours; and Clause 17, Annual Leave.
- (xi) With respect to a casual staff member the provisions of the following clauses of this Agreement will not apply:

Clause 16, Sick Leave; and Clause 18, Personal / Carer's Leave.



## 21. PROVISION OF UNIFORMS

- (i) The Hospital will provide three (3) new or near-new uniforms (at the Hospital's discretion) to staff on commencement of employment. "Near-new" shall mean pieces that have been worn but are not significantly discoloured, disfigured or damaged. A "uniform" shall mean, for the purposes of this Clause, a dress, or a skirt and blouse, or a pair of pants and shirt, or a pair of pants and blouse, or other similar pieces that represent one complete change of clothing. Where a department has a cardigan, jumper, jacket or coat as part of its "uniform", these items shall be excluded from the definition of uniform for this Clause. A single cardigan, jumper, jacket or coat will be issued on commencement as appropriate.
- (ii) The Hospital will provide one (1) new uniform on the staff member's anniversary date, or a staff member may choose to receive two (2) near new uniforms on their anniversary date. Alternatively, where the staff member wears a uniform that consists of two pieces (such as a skirt and blouse), the staff member may choose to receive two (2) of the same piece of the uniform if new, or up to four (4) of the same piece if near-new.
- (iii) When a staff member is employed for less than three (3) shifts per week, a pro-rata allocation will be arranged.
- (iv) A staff member may request that their cardigan, jumper, jacket or coat, as issued when they commenced, or a subsequent replacement, be replaced due to it being worn out, soiled or otherwise in need of replacement.
- (v) A staff member who has been issued with cardigan, jumper, jacket or coat as per subclause (i) or (iii) of this Clause who without good reason, fails to return such uniform last supplied, shall not be entitled to have such article replaced without payment of a reasonable price for such replacement article.
- (vi) Staff members shall maintain any uniforms supplied to them in a reasonable and presentable condition.
- (vii) Staff shall comply with Hospital dress standard and policy.
- (viii) If a piece becomes unserviceable (severely stained or damaged) it can be replaced immediately by presenting the unserviceable piece. This exchange will generally mean a near-new piece will be provided.
- (ix) Each staff member who is required to work out of doors shall be supplied with suitable clothes for such work. Items may include over-boots, sufficient warm clothing and raincoats.
- (x) Each staff member who is required to work in a potentially hazardous situation with, or near machinery, shall be supplied with appropriate protective clothing and equipment. Staff are required to wear such clothing or equipment in accordance with Hospital policies and procedures.



## 22. REDEPLOYMENT OF STAFF

- (i) When a department has a temporary reduction in work resulting in surplus staff for a shift or part thereof, staff will be redeployed to another department.
- (ii) Redeployment referred to in Clause (i) above shall be within the skills and capabilities of the staff member(s) involved.
- (iii) In the event that the staff member does not wish to be redeployed, he/she may elect to take the remainder of the shift off as time without pay.
- (iv) When more than one shift is involved, the Hospital may exercise its rights to temporarily transfer a staff member.

## 23. SAFE WORKPLACE AND REHABILITATION OF INJURED STAFF

In keeping with the Values of the Sisters of Charity and in line with current best practice, all staff and managers will actively work towards developing safer workplaces and the successful rehabilitation of injured staff. The aim of such activity will be to increase the safety of the workplace, reduce the number and severity of injuries sustained by staff, reduce the return-to-work period for injured staff and minimise the cost of an unsafe workplace.

Staff will assist in developing a safe workplace by:

- attending occupational health and safety / manual handling education annually, and any other education as requested that is appropriate for their positions;
- actively contributing to the Risk Register process once established in their department;
- where a Risk Register has not been established, helping to identify safety risks and suggesting methods for, and participating in, their elimination;
- encouraging others to reduce their risk of injury or ill-health due to occupationally unsafe activities or practices.

Staff will assist in the rehabilitation of an injured staff member by:

- supporting that staff member to both attend and participate in the return-to-work program;
- coaching and supporting an injured staff member learning alternative duties;
- encouraging the injured staff member to undertake the full extent of the duties established for rehabilitation and to not exceed those duties until fit to do so;
- where appropriate, helping with the development of, and supporting, a return-to-work program for an injured staff member.

## 24. GRIEVANCE PROCEDURE

- (i) Grievances in the work place will be dealt with initially in all circumstances by the staff member(s) concerned and the immediate Supervisor in accordance with the grievance procedure. The settlement of a grievance with a staff member(s) may result in an improvement of lifestyle or improved work output or the establishment of realistic expectations.

- (ii) The purpose of a grievance policy is to ensure that all matters of discontent are considered without prejudice to all involved and are dealt with in an effective and timely manner. Grievances may be personal or work related and may range from unsettled private relationships through to disappointment with Hospital policies or working conditions. The individual rights of a person(s) are to be considered at all times and matters of discontent should be considered without prejudice to all involved. Whenever possible, the issue should be dealt with as close to the source as possible.
- (iii) When any grievance situation arises, a private "one to one" interview is conducted between the staff member and their immediate supervisor. An explanation is sought for the reason of grievance. At this point it will be necessary to clearly establish:
- (a) the full nature of the complaint,
  - (b) the needs of both parties in order to remedy the situation,
  - (c) the strategy required to reach a satisfactory solution to the dispute.

If the issue has not been resolved, a follow up meeting may be arranged, calling upon the Human Resources Practitioner to act as a facilitator. Alternatively, the matter may be referred to the relevant Department Head or Director. It is to be noted that the staff member(s) may elect to have a witness present. If agreement cannot be reached at this stage, it may be necessary to appoint a mediator. If a mediator is required, parties involved in the grievance will need to furnish a written submission stating the exact nature of the dispute and the reasons why they require the assistance of a mediator.

- (iv) The responsibilities and actions of the parties are listed below.

Staff Member(s)	The staff member has a responsibility to notify their immediate Supervisor, preferably in writing, as to the substance of the grievance, providing evidence to support their claim. The staff member requests a meeting and states the remedy sought. A witness may attend with the staff member, similarly with management.
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Immediate Supervisor	Supervisor sets aside time and arranges a venue with the staff member to listen to the problem. This should be done as soon as possible in order to address the issue so that it can be resolved promptly. The venue should be private and steps should be taken to ensure that no interruptions occur. For example if there is a phone in the room, have all calls forwarded and no pagers should be allowed into the interview.
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Immediate Supervisor and Staff member	Have the responsibility to listen actively, clarifying issues throughout the discussion. After the issue(s) have been heard, a discussion will take place between the Supervisor and the staff member to agree upon a suitable strategy to reach a solution. In all circumstances the staff meeting must be recorded to ensure that all the facts are clarified and clearly understood by all parties involved and a record is kept on personnel files.
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| Immediate Supervisor                                   | It is the immediate Supervisor's responsibility to notify the Human Resources Practitioner that a grievance is currently being dealt with. If the issue has not been resolved, a follow up meeting may be arranged. Alternatively, the matter may be referred to the relevant Department Head or Director.  |
| Human Resources Practitioner                           | The Human Resources Practitioner may be called upon to act as a facilitator in a grievance. It should be noted that the Human Resources Practitioner is available in a support role to all parties involved.  |
| In the event that agreement cannot be reached          | <p>If the issue has still not been resolved, it may be necessary to seek agreement through a suitable mediator. At this point, the parties involved in the grievance will be asked to prepare a written submission.</p> <p>Commitment is sought from the mediator to conduct the mediation.</p> <p>A suitable meeting time and venue is arranged. All written submissions must be made available to the mediator prior to the meeting, so that adequate time is provided for the mediator to review all documentation.</p> <p>If the issue has not been resolved at the conclusion of this meeting, a follow up meeting may be arranged. Alternatively, the matter may be referred to the relevant Department Head or Director.</p> |
| Director   | If the issue has still not been resolved, the Director must notify the Executive Director. The matter is then referred to the appropriate outside bodies for further deliberation.  |
| Hospital, Union & Employer Association representatives | Discussions are held and if the matter is not resolved the issue is referred to the Industrial Tribunal.  |
- (v) The parties agree that normal work will continue and there will be no stoppages of work or any other bans or limitations on the performance of work while these procedures are being followed.
- (vi) Throughout all stages of these procedures adequate records must be kept of all discussions.
- (vii) These procedures will be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

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This Agreement is made at SYDNEY on the First day of November 2000

Signed for and on behalf of  
St Vincent's Private Hospital  
By the Executive Director

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) *B. De*  
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In the presence of

*Bradley*  
.....

Signed for and on behalf of  
The HEALTH AND RESEARCH  
EMPLOYEES' ASSOCIATION  
OF NEW SOUTH WALES  
by the State Secretary

)  
) *[Signature]*  
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in the presence of

*[Signature]*  
.....



## SCHEDULE A- MONETARY RATES AND ALLOWANCES

TABLE 1 - MONETARY RATES

St Vincent's Private Hospital Officer Grade	Salary on Commencement (figure in brackets equals amount within salary that can be packaged) per week	Salary at 2nd Increase (figure in brackets equals amount within salary that can be packaged) per week
1	\$482.00 (\$26.00)	\$491.70 (\$58.00)
2	\$510.00 (\$33.00)	\$520.20 (\$62.00)
3	\$543.70 (\$34.00)	\$554.60 (\$64.00)
4	\$575.50 (\$35.00)	\$587.00 (\$66.00)
5	\$603.30 (\$38.00)	\$615.40 (\$70.00)
6	\$635.00 (\$39.00)	\$647.70 (\$72.00)
7	Level 1 \$654.00 (\$39.00) Level 2 \$672.50 (\$39.00) Level 3 \$735.60 (\$42.00) Level 4 \$809.00 (\$44.00) Level 5 \$896.00 (\$48.00)	\$667.00 (\$73.00) \$686.00 (\$74.00) \$750.30 (\$80.00) \$825.20 (\$85.00) \$914.00 (\$90.00)

TABLE 2- ALLOWANCES

	Allowance Name	Amount
(i)	On-call following shift	\$13.23 per 24-hour period
(ii)	On-call on rostered day off	\$26.46 per 24-hour period
(iii)	Meal during overtime (when meal not supplied)	Breakfast: \$8.80 per meal Lunch: \$11.40 per meal Dinner: \$16.70 per meal

All other allowances are incorporated into the rates of pay as stated in Schedule A, Table 1, Monetary Rates.

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## SCHEDULE A- MONETARY RATES AND ALLOWANCES (cont.)

TABLE 3 - PERFORMANCE INDICATORS

DEPARTMENT	INDICATOR DESCRIPTION	CURRENT PERFORMANCE	TARGET PERFORMANCE
ACCOUNTS PAYABLE / CASHIER	Errors originating in Accounts Payable per month	5	Maintain or reduce
	Unscheduled absenteeism per month	3.38%	Maintain or reduce
ADMISSION / DISCHARGE & ACCOUNTS RECEIVABLE	Gaps not collected on admission / discharge per month	30%	Maintain or improve
	Passes per day	4	Maintain or reduce
	Claims greater than 90 days	21%	Return to 10% or better
	Unscheduled absenteeism per month	3.46%	Maintain or reduce
BOOKING OFFICE	Insufficient information re admission obtained from doctor per week	30	Maintain or reduce
	Unscheduled absenteeism per month	3.46%	Maintain or reduce
CAR PARK	Car accidents caused by Car Park Attendants (CPA)	1 per 6 months	Maintain or reduce
	Customer complaints per month relating to CPA	1 per month	Maintain or reduce
	Unscheduled absenteeism per month	4.8%	Maintain or reduce
	Monthly inspection rates	95%	Maintain or improve
CLEANING	Patient Survey rating on room cleanliness (Very Good or Excellent)	67%	Maintain or improve
	Unscheduled absenteeism per month	5.58%	Maintain or reduce
	Customer complaints per month	0	Maintain
CLINIC RECEPTION	Unscheduled absenteeism per month	4.29%	Maintain or reduce
	No of menus processed per FTE per month	2291	Maintain or improve
DIETETICS	Menu entry accuracy	95%	Maintain or improve
	Dietetic referral follow up within 1 working day	99%	Maintain or improve
	Unscheduled absenteeism per month	0.83%	Maintain or reduce

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DEPARTMENT	INDICATOR DESCRIPTION	CURRENT PERFORMANCE	TARGET PERFORMANCE
HANDYPERSON	Jobs completed per month	1400	Maintain or increase
	Unscheduled absenteeism per month	6.97%	Maintain or reduce
HOSPITAL RECEPTION	Customer complaints per month	0	Maintain
	Unscheduled absenteeism per month	3.46%	Maintain or reduce
RITS	Unscheduled absenteeism per month	7.07%	Maintain or reduce
	Customer complaints per month regarding clean linen availability	10	Maintain or reduce
LAUNDRY	Kg washed per man hour	28 – 31	Maintain or improve
	Unscheduled absenteeism per month	3.33%	Maintain or reduce
MAIL ROOM	Unscheduled absenteeism per month	3.25%	Maintain or reduce
	Coding completed per month within 10 working days of end of month	85%	Maintain or improve
MEDICAL RECORDS	Medical Records filing completed by Friday afternoon close of business	100%	Maintain
	Unscheduled absenteeism per month	3.14%	Maintain or reduce
PATIENT TRANSPORT	Patient Survey rating on friendliness and courtesy of orderlies (Very Good or Excellent)	56%	Maintain or improve
	Unscheduled absenteeism per month	1.38%	Maintain or reduce
OPERATING SUITE PATIENT CARE ORDERLIES	Indicator to be determined		
	Unscheduled absenteeism per month	1.38%	Maintain or reduce
PAY OFFICE	All inquiries answered by 5pm Friday	95%	Maintain or decrease
	Unscheduled absenteeism per month	7.37%	Maintain or reduce

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DEPARTMENT	INDICATOR DESCRIPTION	CURRENT PERFORMANCE	TARGET PERFORMANCE
PHARMACY	Pharmacy dispensing errors	1 per month	Maintain or reduce
	Patient Survey rating on treatment and courtesy of Pharmacy staff (Very Good or Excellent)	24%	Maintain or improve
	Unscheduled absenteeism per month	1.74%	Maintain or improve
RETAIL OUTLETS (Cafeteria/Shop)	Follow up on hygiene maintenance problems	100%	Maintain
	Customer complaints per month relating to staff	3	Maintain or reduce
	Unscheduled absenteeism per month	3.81%	Maintain or reduce
SECURITY	Customer complaints per month	0	Maintain
	All security rounds conducted and probe registered	95%	Maintain or improve
	Unscheduled absenteeism per month	2.05%	Maintain or reduce
SEWING ROOM	Items mended per FTE	1900	Maintain or increase
	Unscheduled absenteeism per month	3.33%	Maintain or reduce
SSD	Errors in Instrument/ Tray production	25	Maintain or reduce
	Unscheduled absenteeism per month	7.43%	Maintain or reduce
SUPPLY	Incorrectly picked stock per month	5	Maintain or reduce
	Unscheduled absenteeism per month	0.37%	Maintain or reduce
SWITCHBOARD	Call 'drop outs' per month	40%	Maintain or reduce
	Customer complaints per month	1	Maintain or reduce
	Unscheduled absenteeism per month	3.46%	Maintain or reduce
WARD RECEPTION	Customer complaints per month	1	Maintain or reduce
	Unscheduled absenteeism per month	3.46%	Maintain or reduce

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