

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/143

TITLE: St Vincents & Mater Health Sydney Ltd The Mater Hospital North Sydney Support Services Enterprise Agreement 2003

I.R.C. NO: IRC4/1285

DATE APPROVED/COMMENCEMENT: 24 March 2004

TERM: 27 months

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/189

GAZETTAL REFERENCE: 18 June 2004

DATE TERMINATED:

NUMBER OF PAGES: 36

COVERAGE/DESCRIPTION OF

EMPLOYEES: The Agreement applies to all employees employed by St Vincents & Mater Health Sydney Ltd Mater Misericordiae Hospital located at Rocklands Road, North Sydney NSW 2060 engaged in the classification of Support Servcie Staff who fall within the coverage of the Private Hospitals Employees (State) Award

PARTIES: St Vincent's & Mater Health Sydney Ltd -&- the Health Services Union

**ST VINCENTS & MATER HEALTH SYDNEY LTD THE MATER
HOSPITAL NORTH SYDNEY SUPPORT SERVICES
ENTERPRISE AGREEMENT 2003**

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PART 1 - AGREEMENT FORMALITIES

1. Title

This Agreement shall be known as the Mater Hospital North Sydney Support Services Enterprise Agreement 2003.

2. Area, Incidence and Parties Bound

The Mater Hospital Support Services Enterprise Agreement ("the Agreement") shall be binding upon the Mater Hospital (a facility within St Vincents & Mater Health Sydney Limited) ("the Mater") located at Rocklands Road, North Sydney and the Health Services Union ("the Union").

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

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

3. Aim of the Agreement

Consistent with the Mission, Values and Philosophy of the Sisters of Charity Health Service and the Sisters of Mercy, this Agreement aims to build a culture of partnership between the Mater 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 Sisters of Mercy, and the corporate objectives and strategic plans of the Mater 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, the Mater Hospital will continue to provide a first class service to patients, and be a place where the quality of working life is the benchmark for other service providers.

4. Objectives

The objectives of the Agreement are:

To deliver a performance management system which provides financial reward for achievement beyond merely satisfactory job standards and outcomes.

To introduce more flexible work arrangements in the interest of employee development and operational efficiency.

To introduce improved communications between management and staff.

To more clearly define appropriate employee behaviour and attitude.

To continue criminal record checking for all current and future employees.

5. Workforce Management and Flexibility

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

flexible staffing arrangements must not result in any diminution of service to clients;

no additional costs shall be incurred as a direct result of flexible staffing arrangements;

organisational units may present a plan to the relevant Department Head for initial approval of any planned scheme on flexible working hours, which must have the support of the majority of employees in the organisational unit. Final approval of any scheme will rest with the Executive Management Team.

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

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

Management

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

The Mater will make every reasonable effort to ensure employees are provided with advice on variation to their work functions.

The Mater will include employee representatives and their Association representatives in the management of this Agreement throughout the life of the Agreement.

The Mater will maintain a consultative management process on the administration of the Agreement.

Employees

Employees will at all times work and act in accordance with the stated values and mission of the Hospital.

Employees will perform a wider range of functions and duties including on occasions work, which is incidental and peripheral to their main tasks and functions.

Employees will support and participate in the implementation of the Mater's performance management policies.

Employees will perform such work as is reasonable and lawfully required of them by management including accepting instruction from authorised personnel.

Employees will comply with all reasonable requests to transfer or to perform any work covered by the Agreement.

Employees will ensure that the quality, accuracy and completion of any job or task is performed to the satisfaction of the Mater.

Employees will participate in all mandatory training and education carried out in the hospital as directed by their supervisor.

Employees will at all times comply with the St Vincent's & Mater Health Sydney Code of Conduct.

6. Operative Dates for Agreements

This Agreement will commence on the date of ratification by the Industrial Relations Commission of NSW, and shall remain in force until 30 June 2006.

Negotiation of the next Enterprise Agreement will commence on 1 April 2006.

7. 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.

8. Single Bargaining Unit

For the purpose of negotiating this Enterprise Agreement and The St Vincent's Private Hospital Darlinghurst Enterprise Agreement 2003, a committee has been established consisting of up to four (4) HSU member employees, up to two (2) officers of the Health Services Union, and up to four (4) management representatives from St Vincent's Private Hospital, The Mater and St Vincent's and Mater Health.

9. New Employees

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.

10. Agreement to be Displayed

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

PART 2 - POSITION DEFINITIONS, CLASSIFICATIONS AND WORK LEVELS

11. Definitions

11.1 Mater 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. Without being limited by the duties described in the Private Hospital Employees' (State) Award will include:

General Services Officers Grade I, 2

11.2 Mater 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. Without being limited by the duties described in the Private Hospital Employees' (State) Award will include:

General Services Officers Grade 3, Clerk Grade 1, Unqualified inexperienced Sterilising staff

11.3 Mater Officer Grade 3

Semi-skilled 2. Significant level of knowledge, with certificate, or higher qualification 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. Without being limited by the duties described in the Private Hospital Employees' (State) Award will include:

General Services Officers Grade 4, Clerk Grade 2, Cook, Unqualified experienced Sterilising staff, Patient Care Orderly, Car Park Attendant, Handyperson, Trainee Anaesthetic Technician

11.4 Mater 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. Without being limited by the duties described in the Private Hospital Employees' (State) Award will include:

Clerk Grade 3, Chef, Security Officer, Patient Care Orderly - higher responsibility, Qualified Sterilising Staff (inexperienced)

11.5 Mater 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. Without being limited by the duties described in the Private Hospital Employees' (State) Award will include:

Clerk Grade 4, Domestic Supervisors, Senior Technician, Sterilising Staff (qualified with Certificate)

11.6 Mater 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. Without being limited by the duties described in the Private Hospital Employees' (State) Award will include:

Clerk Grade 5, Sterilising Leading Hand

11.7 Mater Officer Grade 7

Professional. Tertiary qualified or some management responsibilities.

12. Classifications

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

Administration of work levels and gradings:

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

13. Work Levels

There are seven work levels of employee within the Agreement.

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

Employees will perform the work as defined in Clause 11.

14. Conversion to Work Levels

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

15. Dispute of Classification

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

5 PART 3 - WAGES AND REMUNERATION

16. Wages

Staff members covered by this Agreement will be paid not less than the appropriate level as set out in Appendix B, Monetary Rates, except new staff members. New staff may be paid 5% less than the rates stated in Appendix B, Monetary Rates for the initial part of their employment; such initial period not exceeding 6 months.

In summary, this Agreement allows for:

- (i) an increase of 3% in base salary rates, which will take effect on the first pay period on or after 1 July 2003,
- (ii) an increase of 3% in base salary rates from the first pay period on or after 1 April 2004.
- (iii) an increase of 2% in base salary rates from the first pay period on or after 1 September 2004.
- (iv) an increase of 2% in base salary rates from the first pay period on or after 1 April 2005.
- (v) an increase of 2% in base salary rates from the first pay period on or after 1 September 2005.
- (vi) an increase of 2% in base salary rates from the first pay period on or after 1 April 2006.

17. Remuneration Packaging

Staff will be able to package part of their salary, up to a maximum under legislative requirements upon introduction of the P.B.I. debit card system and will receive fringe benefits to the value of this packaged amount. Employees can either package Mortgage or Rent or the PBI card.

Casual employees who work regular hours with a minimum of 14 hours per week and who have been employed for a minimum of three months will have access to salary packaging via the PBI card. (Or any other arrangement that replaces this card).

Under the current tax regime, the Mater 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.

18. Salary Sacrifice to Superannuation

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

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

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

19. Allowances

All allowances are inclusive in the levels within the Agreement, with the exception of the following allowances, which will continue to be paid:

The Long Service Allowance

The Central Certificate Allowance

The Fire Officer's Allowance

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.

20. Pay Points

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

Pay Point One - Introductory or Year One.

Generally new employees will commence at Pay Point One.

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

Where competencies, basic skills and performance are not to the required standard after 12 weeks, a supervisor may recommend a further period of probation for up to 6 months or until the new employee has achieved development to the required standard.

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

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

Pay Point Two

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

21. Resolution of Disputes

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

22. Ordinary Hours & Roster

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

Work rosters will be posted in a visible place.

All rosters will indicate the commencement and cessation times of the ordinary hours of work of the respective shifts for each employee.

Changes or variations to shift rosters will be announced at least 7 days prior to becoming operative

From time to time, a shift roster may be changed at any time to enable the Hospital to respond to unexpected issues that impact significantly changing activities and work demands.

Places in shift rosters may be interchanged by agreement between the employees and the Department Head, provided that the change does not incur additional shift or overtime penalties as a consequence of the interchange.

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

- (i) Allocated Days Off ("ADO") duty may not be rostered to occur on public holidays or weekends unless agreed upon by the employee.
- (ii) Accumulation of an ADO by an employee is to be approved by their supervisor, although such accumulation will in normal circumstances will be limited to a maximum of five ADOs in any period of four calendar months.

- (iii) Accumulated ADOs may be converted in exceptional circumstances to additional pay, paid at ordinary rates, upon request from the employee and with the approval of the Head of Department.

23. Shift Work & Penalty Rates

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

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

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

(iii)

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

- (b) Employees whose majority of shifts commence at 10.00 am as at 1/1/2002 shall continue to be paid, in addition to their ordinary rates, the 10% shift allowance payable from the time of such commencement in accordance with sub-clause (ii), Clause 13 - Penalty Rates and Shift Allowances, of the Private Hospital Employees' (State) Award.

- (c) Employees whose majority of shifts commence at 11.00 am as at 1/1/2002, shall continue to be paid, in addition to their ordinary rates, the following shift allowances: -

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

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

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

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

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

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

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

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

24. Permanent Part-Time Employees

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

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

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

25. Casual Employees

- (i)
 - (a) A casual employee is defined as an employee who is engaged on an hourly basis otherwise than as a permanent part-time employee or full-time employee.
 - (b) A casual employee is engaged in the following circumstances: for short-term periods where there is a need to supplement the workforce arising from fluctuations in the needs of the facility; or in the place of another employee who is absent; or in an emergency.
- (ii) A casual employee shall be paid an hourly rate calculated on the basis of one-thirty-eight (1/38th) of the appropriate rate, prescribed by this agreement, plus ten per cent thereof, with a minimum payment of two (2) hours for each engagement and one-thirty-eighth of the uniform and laundry allowances, where a uniform is not supplied.
- (iii) A casual employee who is required to and does work on a public holiday prescribed by Clause 15 of this award, shall be paid double time and one half for all time worked in lieu of the 10% allowance provided for in (ii) above.
- (iv) For weekend and public holiday work, casual employees shall in lieu of all other penalty rates and the 10% casual allowance, receive the following rates: -
 - (a) Time and one half for work between midnight Friday and midnight Saturday;
 - (b) Time and three quarters for work between midnight Saturday and midnight Sunday.
 - (c) Double time and one half for work on a public holiday.
- (v) Where overtime rates are payable, they shall be paid in lieu of the 10% casual loading.
- (vi) Casual staff employed by St Vincent's Private Hospital and/or The Mater Hospital may work at any facility over St Vincent's & Mater Health subject to mutual agreement and appropriate notice.

Where appropriate notice is unable to be given (2 hours) and/or urgent situations arise, the employee will be re-imbursed reasonable travel costs incurred.

For instances where there are differences in pay rates the casual employee will be paid the appropriate hourly rate of the facility they are working in. Where the hourly rate is less employees will not be disadvantaged.

Casual staff will remain on the payroll of the original employer and all wage costs will be recovered by normal accounting transfer procedures.
- (vii) For the entitlement to annual leave, see Annual Holidays Act 1944.
- (viii) For the entitlement to long service leave, see Long Service Act 1955.
- (ix) With respect to a casual employee, the provisions of the following clauses within this agreement shall not apply: -

Annual Leave Loading

Sick Leave

Acting in Higher Positions

Jury Service

Family Leave and Carers' Leave

Ordinary Hours and Rosters

ADOs

26. Shift Worker

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

27. Apprentice Chefs

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

1st Year	60%
2nd Year	70%
3rd Year	80%
4th Year	90%
- (iv) Apprentice Chefs shall have their hours of duty arranged in such a way to allow full attendance at mandatory Technical Advanced and Further Education College sessions.

28. Time in Lieu

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

29. Meal Breaks

- (i) An employee shall not be required to work more than six (6) hours without a meal break. Such meal break shall be of between 30 and 60 minutes duration, and shall not count as time worked.
- (ii) Notwithstanding the provisions of sub-clause (i) above, an employee required to work in excess of ten (10) ordinary hours, shall be entitled to a 60 minute meal break, and shall not count as time worked.

Such time shall be taken as either two 30-minute meal breaks or one 60-minute meal break, subject to agreement between the employer and the employee.

- (iii) An employee who is required to work overtime for more than two hours and such overtime goes beyond 7.00 am, 1.00 pm and 6.00 pm shall, at the option of the employer, be supplied with a meal, or meal allowance.

30. Payment and Particulars of Wages

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

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

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

31. Acting in Higher Positions

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

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

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

PART 4 - LEAVE

32. Annual Leave

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

33. Sick Leave

- (i) An employee shall not be entitled to sick leave until after three months' continuous service with the Mater.

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

34. Long Service Leave

- (i) Every employee after five years' continuous service with the Mater shall be entitled to one month's long service leave on full pay; after ten years' continuous service to a further one month's long service leave on full pay; after fifteen years' continuous service to an additional one month's long service leave on full pay; and for each five years' continuous service thereafter to an additional one and one half months' long service leave on full pay. This long service leave, up to the amount accrued at the date of commencement of such leave, shall be taken at a time to be mutually arranged between the Mater and the employee, provided the minimum period taken is one month.
- (ii) Where the service of an employee with at least five years' service is terminated, the employee shall be entitled for five years' service to one month's long service leave on full pay and for service after 5 years to a proportionate amount of such leave on full pay calculated on the basis of 2 months' long service leave for 10 years' service.
- (iii) Where an employee has acquired a right to long service leave under subclauses (i) and (ii) of this clause, then and in every such case: -
 - (a) If before such leave has been entered upon, the employment of such an employee has been terminated, the employee shall be entitled to receive the monetary value of the leave to which such staff member has been entitled computed at the rate of salary, which such employee had been receiving immediately prior to the termination of employment.
 - (b) If an employee dies before entering upon long service leave, or if after having entered upon the same, dies before its termination, the employee's partner or children or other dependent relatives or their legal representatives, shall be entitled to receive the monetary value of the leave not taken or not completed, as the case may be, and computed at the rate of salary which the employee had been receiving at the time of death.
- (iv) For the purpose of this clause:
 - (a) one month equals four and one third weeks;

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

35. Family & Carers' Leave

- (i) From the date of this Agreement, employees may utilise Family Carers' Leave to meet family activities and community service responsibilities. This could include a need to respond to an emergency situation, for example: -

The illness of a relative;

Where a child carer is unable to look after their charge;

To arrange and/or attend a funeral of a relative; or

Where an employee is unable to attend work because of adverse weather conditions, which either prevent attendance or threaten life or property. In the event of planned absences or where some advance notice is given, ordinary or rostered days off should be utilised in the first instance. However, where this is not practicable, Family & Carer's Leave could be used, for example: -

To accompany a relative to a medical appointment where there is no element of emergency but where no other alternative is available;

Essential parent/teacher or education activities;

To meet elder-care requirements of a relative.

The definition of "family" for the purposes of this Award shall be: -

- (a) Any person to whom the person is related by blood, marriage, affinity (eg de-facto), or adoption; or
- (b) Any person who is wholly dependent on, or a member of the household, of the person.

Leave for other family and community service requirements may be granted to employees at the discretion of the Executive Director

- (ii) This form of leave must not be granted for the attendance of employees at court.

- (iii) The maximum amount of Carer's Leave on full pay, which may be granted is: -
 - (a) During the first 12 months of service - three working days; or
 - (b) After the completion of 12 months service - six working days in any period of two years; or
- (iv) Permanent part-time employees will be entitled to Carer's Leave on a pro-rata basis.
- (v) Where employees have exhausted paid Carer's Leave they may have the option of using the undermentioned types of leave: -
 - (a) A further period of up to six days unpaid Carer's Leave, in any year of service (less any paid leave granted in that year).
 - (b) Annual Leave.
 - (c) Long Service Leave, at the discretion of the Mater.
- (vi) Family and Carer's Leave replaces in full Compassionate Leave as described in the Award.

36. Parental Leave

A. Maternity Leave

(i) Eligibility

To be eligible for maternity leave an employee must have completed at least 40 calendar weeks of continuous service prior to the expected date of birth.

An employee who has once met the conditions for maternity leave will not be required to work again the 40 calendar weeks of continuous service in order to qualify for a further period of maternity leave, unless: -

- (a) There has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after his/her services have been otherwise dispensed with; or
- (b) The employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act*.

(ii) Entitlement

Eligible employees are entitled to the following leave:

- (a) Paid maternity leave - an employee is entitled to nine weeks at the ordinary rate of pay or eighteen weeks at half the ordinary rate of pay from the date maternity leave commences. This leave may commence up to twelve weeks prior to the expected date of birth, although it is not compulsory for an employee to commence maternity leave prior to the expected date of birth.
- (b) Unpaid maternity leave - an employee is entitled to a further period of unpaid maternity leave of not more than twelve months from the completion of paid maternity leave.

(iii) Applications

An employee who intends to proceed on maternity leave should formally notify her Manager of such intention as early as possible, so that arrangements associated with her absence can be made.

Written notice of not less than eight weeks prior to the commencement of the leave should be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

(iv) Variation after Commencement of Leave

After commencing maternity leave an employee is entitled to vary the period of her maternity leave, once without the consent of her employer and otherwise with the consent of the Mater. A minimum of four weeks' notice of variation must be given, although an employer may accept less notice if convenient. The conditions relating to variation of maternity leave are derived from Section 65 of the *Industrial Relations Act, 1996*.

(v) Staffing Provisions

In accordance with obligations established by the *Industrial Relations Act, 1996* (S.69), any person who occupies the position of an employee on maternity leave must be informed that the employee has the right to return to her former position.

Additionally, since an employee has the right to vary the period of her maternity leave, offers of temporary employment shall be in writing, stating clearly the temporary nature of the contract of employment.

The duration of employment shall also be set down clearly: to a fixed date or until the employee elects to return to duty, whichever occurs first.

(vi) Effect of Maternity Leave on Accrual of Leave, Increments, etc.

The period of maternity leave without pay does not count as service for paid leave purposes.

Where the employee has completed ten years service the period of maternity leave without pay shall count as service for Long Service Leave purposes, provided such leave does not exceed six months.

Maternity leave without pay does not count as service for increment purposes.

(vii) Illness Associated with Pregnancy

If, because of an illness associated with her pregnancy, an employee is unable to continue to work then she can elect to use any available paid leave (sick, recreation and/or long service leave) or to take sick leave without pay.

(viii) Transfer to a More Suitable Position

Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, the Mater is obliged, as far as practicable, to provide employment in some other position that she is able to perform satisfactorily.

A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

(ix) Miscarriages

Absence from work due to a miscarriage is to be covered by the Sick Leave provisions.

(x) Stillbirth

An employee may elect to take sick leave, in the case of a stillbirth (as classified by the Registry of Births, Deaths and Marriages) subject to production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness for duty.

(xi) Effect of Premature Birth on Payment of Maternity Leave

An employee, who gives birth prematurely, and prior to proceeding on maternity leave, shall be treated as being on maternity leave from the date leave is commenced to have the child.

(xii) Right to Return to Previous Position

An employee returning from maternity leave has the right to resume her former position. Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and for which the employee is capable or qualified.

(xiii) Return for Less Than Full-Hours

Employees on application to their employer may be entitled to return to duty for less than the full-time hours they previously worked by taking weekly leave without pay. Such return to work is to be according to the following principles: -

The period is to be limited to 12 months, after which full-time duties must be resumed;

The employee is to make an application for leave without pay to reduce her full-time hours of work. This application should be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks' notice must be given;

Salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full-time hours of work; i.e. for long service leave the period of service is to be converted to the full-time equivalent, and credited accordingly.

It should be noted that employees who return from maternity leave under this arrangement remain full-time employees.

(xiv) Further Pregnancy While on Maternity Leave

Where an employee becomes pregnant whilst on maternity leave, a further period of maternity leave may be granted. Should this second period of maternity leave commence during the currency of the existing period of maternity leave, then any residual maternity leave from the existing entitlement lapses.

(xv) Liability for Superannuation Contributions

During a period of unpaid maternity leave, the employee will not be required to meet the employer's superannuation liability.

B. Adoption Leave

(i) Eligibility

To be eligible for adoption leave an employee must have completed at least 40 calendar weeks of continuous service prior to the date of taking custody of the child.

An employee who has once met the conditions of adoption leave will not be required again to work the 40 calendar weeks of continuous service in order to qualify for further periods of adoption leave, unless: -

- (a) There has been a break in service where the employee has been re-employed or re-appointed after a resignation or medical retirement, or after their services have been otherwise dispensed with; or
- (b) The employee has completed a period of leave without pay or more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, paternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Compensation Act.

(ii) Entitlement

Eligible employees are entitled to unpaid adoption leave as follows: -

- (a) Paid adoption leave - an employee is entitled to nine weeks at the ordinary rate of pay or eighteen weeks at half the ordinary rate of pay from the date adoption leave commences.
- (b) Unpaid adoption leave - an employee is entitled to a further period of unpaid adoption leave of not more than twelve months from the completion of paid adoption leave where the employee is the primary carer.

(iii) Applications

Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that in the reasonably near future they will take custody of a child, should formally notify the employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

(iv) Variation After Commencement of Leave

After commencing adoption leave an employee has the right to vary the period of leave; once without consent of the Mater and otherwise with the consent of the Mater. A minimum of four weeks' notice must be given to vary Adoption Leave after the commencement of leave, although the Mater may accept less notice if this is convenient.

(v) Staff Provisions

As per Maternity Leave conditions.

(vi) Effect of Adoption Leave on Accrual of Leave, Increments, etc.

As per Maternity Leave conditions.

(vii) Return for Less than Full-Time Hours

As per Maternity Leave conditions.

(viii) Liability for Superannuation Contributions

During a period of Adoption Leave, the employee will not be required to meet the employer's superannuation liability.

(ix) Permanent part-time employees as defined in Clause 8 (i) of this award are covered by this clause.

C. Paternity Leave

(i) Eligibility

To be eligible for paternity leave an employee must have completed at least 40 calendar weeks of continuous service prior to the birth of the child.

An employee who has once met the conditions of paternity leave will not be required again to work the 40 calendar weeks of continuous service in order to qualify for further periods of adoption leave, unless: -

- (a) There has been a break in service where the employee has been re-employed or re-appointed after a resignation or medical retirement, or after their services have been otherwise dispensed with; or
- (b) The employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Compensation Act.

(ii) Entitlement

Eligible employees are entitled to the following leave:

- (a) Paid paternity leave - an employee is entitled to one week at the ordinary rate of pay from the date paternity leave commences. This leave may commence up to twelve weeks prior to the expected date of birth, although it is not compulsory for an employee to commence paternity leave prior to the expected date of birth.
- (b) Unpaid paternity leave - an employee is entitled to a further period of unpaid paternity leave of not more than twelve months from the completion of paid paternity leave where the employee is the primary carer.

(iii) Applications

Employees should formally notify the Mater as early as practicable of the intention to take Paternity Leave.

(iv) Variation after Commencement of Leave

After commencing paternity leave an employee is entitled to vary the period of leave; once without consent of the Mater and otherwise with the consent of the employer. A minimum of four weeks' notice must be given, although the Mater may accept less notice if convenient.

(v) Staffing Provisions

As per Maternity Leave conditions.

(vi) Effect of Paternity Leave on Accrual of Leave, Increments, etc.

As per Maternity Leave conditions.

(vii) Return for Less than Full-Time Hours

As per Maternity Leave conditions.

(viii) Liability for Superannuation Contributions

During a period of unpaid Paternity Leave, the employee will not be required to meet the employer's superannuation liability.

- (ix) Permanent part-time employees as defined in Clause 8 (i) of this Award are covered by this clause.

37. Union Leave

- (i) Eligibility

Applies to members of the Union accredited by the Union as a workplace delegate, with the number of such delegates at the Mater to be no more than eight.

- (ii) Paid Special Leave

Paid special leave is available for attendance at:

- (a) annual or bi-annual conferences of the delegate's union; or
- (b) meetings of the union's executive/Committee of Management; or
- (c) attend training facilitated by the Union; or
- (d) annual conference of the Labour Council of NSW; or
- (e) bi-annual conference of the Australian Council of Trade Unions.

- (iii) Limits

There is no limit on the special leave that could be applied for or granted. It is expected, however, that the leave would be kept to a minimum and that, on average, not more than 5 days special leave per year would need to be taken.

- (iv) Responsibilities of the Union Delegate

Responsibilities of the Union delegate are:

- (a) to establish accreditation as a workplace delegate with the Union;
- (b) to provide sufficient notice of absence to the employer; and
- (c) to lodge a formal application for special leave.

- (v) Responsibilities of the Union.

Responsibilities of the Union are:

- (a) to provide documentary evidence to the employer about an accredited delegate in sufficient time to enable the employer to make arrangements for performance of duties;
- (b) to meet all travelling, accommodation and any other costs incurred by the accredited delegate; and
- (c) to provide the employer with confirmation of attendance of the accredited delegate.

- (vi) Responsibilities of the Employer

Responsibilities of the employer are;

- (a) to release the accredited delegate for the duration of the conference or meeting;
- (b) to grant special leave (with pay); and

(c) to ensure that the duties of the absent delegate are performed in his/her absence, if appropriate.

(vii) Period of Notice

Generally, dates of conferences, training or meetings are known in advance and it is expected that employers would be notified as soon as accreditation has been given to a delegate or at least two weeks before the date of attendance.

Where extraordinary meetings are called at short notice, a shorter period of notice would be acceptable, provided such notice is given to the employer as soon as advice of the meeting is received by the accredited delegate.

38. Jury Service

An employee other than a temporary or casual employee, required to attend for Jury Service during ordinary working hours shall be reimbursed by the Mater an amount equal to the difference between the amount paid in respect of his/her attendance for such Jury Service and the amount of wages the employee would have received in respect of the ordinary time that would have been worked had the employee not been on Jury Service.

An employee shall notify the Mater as soon as possible of the date upon which he/she is required to attend for Jury Service. Further, the employee shall give the Mater proof of attendance, the duration of such attendance and the amount received in respect of such Jury Service.

PART 5 - OTHER CONDITIONS

39. Leave Reserved

If during the life of this agreement the salaries and/or conditions in the Health Industry are significantly varied, either party may request that discussions commence in respect of such variation being included in this agreement.

Any discussions commenced under this clause shall not be taken to mean that there will be any automatic flow-on of any variation, immediately or otherwise.

40. Termination of Employment

- (i) Two week's notice of termination of employment shall be given by the Mater or the employee, respectively, but where the employee is dismissed for serious and wilful misconduct such notice of termination of employment shall not apply.
- (ii) The Mater may terminate the services of an employee without due notice and the employee shall be paid two week's salary in lieu thereof.
- (iii) Where the employee fails to give the prescribed notice, then the Mater may withhold up to two week's wages from the pay period current at the time of termination.
- (iv) The Mater may terminate the services of a casual employee with one (1) hour's notice.

41. Training, Development & Education

The Mater is committed to training, development and education of its employees.

The Mater will provide financial assistance to employees participating in approved training, development and education.

An employee may apply for financial assistance to the Education and Development Committee. The Committee will decide:

That the course or activity is appropriate for financial support.

The level of financial assistance to be provided to the employee.

42. Grievance Procedure

Through the provision of a prompt, fair and effective grievance resolution policy and procedure the SV&MHS Hospitals aim is to maintain good working relationships with all employees. Furthermore, the grievance policy aims to assist staff and managers understand the importance of identifying and resolving work based grievances in a timely, impartial, and confidential way. While the grievance procedure provides employees with a formal and/or informal process to initially resolve workplace grievance at the level at which it occurs with graduated steps for resolution at higher levels of authority.

SV&MHS recognise the emotional nature of grievance and will apply the principles of natural justice and procedural fairness in each individual case. However, while grievance resolution may result in an improvement within the work environment, the nature of grievance is such, that, employees may not always be completely satisfied with grievance outcomes.

Definition:

Workplace Grievance: A grievance is any type of problem, concern or complaint related to work or the work environment. It may be about any act, omission, situation or decision that is thought to be unfair, discriminatory or unjustified.

Key Principles of the Grievance Handling Procedure:

Manager's Responsibility - Manager's are responsible for identifying, preventing, and resolving potential grievances within the workplace.

Award or Agreement Provisions - The Grievance Procedure is developed in accord with relevant Award and/or Agreement provisions and established procedures.

Formal and Informal Grievance Procedures - All employees of SV&MHS have access to a formal and/or informal grievance procedure to resolve work related grievances.

Procedural Fairness - Procedural fairness refers to a process where decisions are made and parties are given an opportunity to respond to any allegations or decisions made which relate to them.

Confidential - Only people directly involved in making or investigating a complaint will have access to information about the complaint.

Impartial - Both parties will have a chance to tell their side of the story. No assumptions will be made and no action will be taken until all relevant information from all sources has been collected and considered.

Free of Repercussions - No action will be taken against an individual for making a complaint or helping someone make a complaint.

Timely - All complaints will be dealt with in a timely manner and investigations will commence within 14 days of complaint being lodged.

Documentation - Managers and supervisors are responsible for recording the procedure undertaken to resolve a grievance. This information is held in strictest confidence and can be used to evaluate the procedure in the event of an unsatisfactory outcome.

Employee Assistance Program (EAP) - The option of using EAP/staff counselling services is available to employees for personal support and assistance in dealing with concerns associated with grievances. Human Resources can provide the relevant contact details for this service.

Code of Conduct - The St Vincents & Mater Health Code of Conduct may be referred to / consulted during the grievance procedure.

Grievance Handling Procedure:

Background: All employees of SV&MHS have access to informal and formal grievance resolution procedures. As a first step, employees are encouraged to attempt to informally resolve a grievance, at the source. However, in the event that an informal approach does not lead to a satisfactory resolution, a formal grievance procedure will be initiated. In the case of formal grievance procedures Human Resources will act as the facilitator of this process. (Refer below procedure)

Informal Process: On the identification of a grievance within the workplace, it is desirable that a private "one to one" meeting be held between the two parties in order that the issue can be heard, dealt with, and resolved, as close to the source of the grievance as possible. At this stage the:

- full nature of the complaint,
- the needs of both parties in order to remedy the situation,
- and the strategy for grievance resolution are agreed.

If the grievance can be resolved at this point it will remain informal; no documentation will need to be recorded and no further actions required. However, if the grievance remains unresolved it proceeds to a formal grievance process.

Note: Both parties are able to invite a support person to attend the meeting with them, (a minimum of 24hrs. is required). Likewise, Human Resources can be invited to attend this process at anytime.

Formal Process 1: In the event that the grievance cannot be resolved, formal written documentation outlining the nature of the grievance must be compiled and submitted to Human Resources in order that a formal meeting can be scheduled, (a minimum of 24 hrs. notice is required for people in attendance). Once again, at this stage the:

- full nature of the complaint,
- the needs of both parties in order to remedy the situation,
- an agreed strategy to reach a satisfactory solution to dispute are established.

At this meeting, both parties verbally outline the allegations, agree on a common understanding of the events, and establish a course of action. This process is then documented and signed by all parties in attendance. A copy is kept on the personnel file.

Note: Once again, at this stage, appropriate support people can attend the meeting and request copies of documentation from Human Resources.

Formal Process 2: If the grievance still remains unresolved at this point, a further meeting will be formally organised through Human Resources. Resolution at a higher level of management will be attempted, (with an appropriate manager identified for attendance), at this meeting in order that the allegations can be outlined, a common understanding agreed, and a course of action established. Once again, the meeting is formally documented with the agreed solution signed to by all parties in attendance. A copy is kept on the personnel file.

Formal Process 3: If the grievance remains unresolved further graduated steps for resolution at a higher level of authority can be scheduled.

43. Uniforms, Safety and Protective Equipment

- (i) The Hospital will provide three (3) new or near-new uniforms (at the Hospital's discretion) to staff on commencement of employment for those that are required to wear a uniform. "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.
- (xi) Casual staff may not be issued with uniforms for a period of 3 months after commencement date. Casual staff may be required to wear clothing deemed appropriate for the workplace.

44. 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.

PART 6 - SIGNATORIES

This Agreement is made at Sydney on the 9th day of February 2004.

Signed for and on behalf of St Vincents & Mater Health Sydney Ltd
 Operating as the Mater Hospital)
 by the Executive Director)

in the presence of:

Signed for and on behalf of the)
 Health Services Union)
 by the General Secretary)

in the presence of:

APPENDIX "A" WORK LEVEL CONVERSION TABLE

Award Job Classification	EBA Level			
Catering Officer 1	5			
Catering Officer 2	5			
Chef 1	4			
Chef 2	4			
Clerk 1 t/a	3			
Clerk 2	4			
Clerk 3	5			
Clerk 4	5			
Clerk 5	6			
Cook A	3			
Cook B	3			
CSSD 1	3			
CSSD 2	3			
CSSD - Asst.Sup	5			
CSSD 3	4			
Gardener	3			
GSO 1	1			
GSO 2	1			
GSO 3	2			
GSO 4-1	2			
GSO 4-2	3			
GSO 4 - t/a	3			
Maint.Sup.- Other	6			
Wardsman 1	3			
Wardsman 2	3			
Speciality/Sup	7			

APPENDIX 'B'

WAGE TABLE

Level	1 July 2003	1 April 2004	1 September 2004	1 April 2005	1 September 2005	1 April 2006
1	\$514.30	\$529.70	\$540.30	\$551.10	\$562.10	\$573.40
2	\$538.60	\$554.80	\$565.90	\$577.20	\$588.70	\$600.50
3	\$568.30	\$585.30	\$597.10	\$609.00	\$621.20	\$633.60
4	\$599.20	\$617.20	\$629.50	\$642.10	\$654.90	\$668.00
5	\$653.20	\$672.80	\$686.30	\$700.00	\$714.00	\$728.30
6	\$687.30	\$707.90	\$722.10	\$736.50	\$751.20	\$766.20
7	\$742.10	\$764.40	\$779.70	\$795.20	\$811.10	\$827.40
	\$782.80	\$806.30	\$822.40	\$838.90	\$855.60	\$872.70

TABLE 2- ALLOWANCES

	Allowance Name	1 July 2003	1 April 2004	1 Sept 2004	1 April 2005	1 Sept 2005	1 April 2006
(i)	On-call following shift per 24 hour period	\$13.62	\$14.03	\$14.31	\$14.60	\$14.89	\$15.19
(ii)	On-call on per rostered day off 24 hour period	\$27.25	\$28.07	\$28.63	\$29.20	\$29.78	\$30.38

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