

THE NAMED NSW (NON-DECLARED)
AFFILIATED HEALTH ORGANISATIONS'
HOSPITAL SCIENTISTS AGREEMENT 2020

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PART A

1. TITLE, PARTIES AND DURATION

(i) This Agreement shall be known as the NSW (Non-Declared) Affiliated Health Organisations' Hospital Scientists Agreement 2020.

(ii) Parties

This agreement will be binding on:

- (a)
 - St Vincent's Hospital Sydney Limited
 - Calvary Mater Newcastle

("the employer" or "the Hospital");

(b) The Health Services Union ("the Union"); and

(c) Employees employed in classifications listed in Salary Tables, Part B, by one of the above mentioned Affiliated Health Organisation (Non-Declared) (including at locations other than those listed above).

(iii) Duration

This agreement will commence seven days after it has been approved by Fair Work Australia and shall remain in force until 30 June 2022.

2. DEFINITIONS

Unless the context otherwise indicates or requires the several expressions hereunder defined shall have their respective meaning assigned to them:

“**ADA**” means the daily average of occupied beds adjusted by counting each 700 registered outpatients as one occupied bed. The average shall be taken for the twelve months for the year ending 30 June in each and every year and such average shall relate to the salary for the succeeding year.

“**Day Worker**” means a worker who works ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6:00 am and before 10 am otherwise than as part of a shift system.

“**Director/Deputy Director**” means an employee appointed as Head of a Department or as second in-charge of a Department, provided that such a position is approved as such by the employer.

“**Elected Representative**” means a nominated workplace representative who may be an official of the Union or other person nominated by the employee to represent them.

“**Employee**” means a Hospital Scientist, Senior Hospital Scientist, Principal Hospital Scientist, or Trainee Hospital Scientist as defined.

“**Employer**” means the those organisations identified in paragraph (a) of sub-clause (ii) of Clause 1, Title, Parties and Duration.

“**Health Service**” means an Affiliated Health Organisation constituted under section 13 of the *Health Services Act 1997* (NSW) and the Public Health System Support Division of the NSW Health Service.

“**Hospital**” means a public hospital as defined under section 15 of the *Health Services Act 1997* (NSW).

“**Hospital Scientist**” means an employee who has acquired the Diploma in Medical Technology of the Australian Institute of Medical Technologists (before 1974) or who has obtained a degree in science from an approved university or college of advanced education requiring a minimum of three years full-time study or such qualifications as the employer deems equivalent.

“**Principal Hospital Scientist**” means a Hospital Scientist who has been appointed as such and holds a post graduate degree in science at least equivalent to the degree of Master of Science of an approved university, or such other qualifications deemed by the employer to be equivalent and who has had not less than ten years post graduate experience in an appropriate scientific field.

“**Public Service Commissioner**” means the position of that name established under the *Government Sector Employment Act 2013* (NSW).

“**Secretary**” means the secretary of the NSW Minister of Health.

“**Senior Hospital Scientist**” means an employee who is engaged in scientific work of a professional nature in a public hospital laboratory who holds a degree in science from an approved University or a college of advanced education or such other qualifications deemed

by the employer to be appropriate who -

- (i) has been appointed to a position in charge of a section of a laboratory; or
- (ii) has been approved by the employer for appointment on the recommendation of the Credentials Committee.

"Senior or Chief Hospital Scientist" means an employee who is engaged in scientific work of a professional nature in a public hospital laboratory who holds a degree in science from an approved University or a college of advanced education or such other qualifications deemed by the employer to be appropriate who -

- (i) has been appointed to a position in charge of a laboratory; or
- (ii) has been approved by the employer for appointment on the recommendation of the Credentials Committee.

"Shift Worker", for the purposes of the National Employment Standards (NES) and for all purposes in this Agreement, means an employee:

- (i) who is employed in a business in which shifts are continuously rostered 24 hours a day for 7 days a week; and
- (ii) is regularly rostered to work those shifts; and
- (iii) regularly works on Sundays and public holidays.

"Service" means service before and/or after the commencement of this Agreement in any one or more hospitals as defined under section 15 of the *Health Services Act 1997* (NSW), or any other hospital deemed acceptable by the employer.

"Trainee Hospital Scientist" means an employee appointed as such who is undertaking a part-time degree course in science at an approved University or a College of Advanced Education and is engaged in work related to the profession for which he or she is qualifying.

"Union" means the Health Services Union NSW.

3. GRADING OF EMPLOYEES

- (i) Grades: Every employee other than Trainee Hospital Scientist shall be classified in one of the grades of Hospital Scientist, Chief/Senior Hospital Scientist, or Principal Hospital Scientist as provided hereunder.
- (ii) Years of Scale-
 - (a) Within each grade employees shall, at all times be classified not lower than the year of scale corresponding to the minimum described hereunder for their respective qualifications and/or duties advanced by:
 - (1) At least one year of scale for each completed year of service in that grade and hospital; and
 - (2) At least one further year of scale for each completed year of service in the same branch of science in that grade in any other hospital or hospitals.
 - (b) In determining an employee's classification due allowance also shall be made for any post graduate experience.
- (iii) Hospital Scientists who hold or are qualified to hold a degree, diploma or other qualification, as shown hereunder shall not be classified below the respective year of scale in this grade, as follows, with advancement as provided for in subclause (ii) of this clause.

Bachelor's Degree (3 year course) - 1st year;

Bachelor's Degree with Honours (3 year course); Bachelor's degree (4 year course) - 2nd year.

Bachelor's Degree with Honours (4 year course); diploma or Bachelor's degree with at least two years experience concurrent with or after the last two years of the course - 3rd year.

Master's Degree - 4th year;

Fellow of the Institute of Physics, and/or Fellow of the Australian Institute of Physics, Degree of Doctor of Philosophy - 6th year.

provided such degree with honours or such Master's Degree has been obtained in a subject relevant to the branch of science in which the employee is engaged.
- (iv) Credentials Committee. A committee consisting of two representatives of the employer and two representatives of the employees shall be constituted to consider and recommend to the employer upon application by the employees and the Union, or other elected representative as nominated by the employee or the relevant employer.
 - (a) The appointment of a new employee as a Senior Hospital Scientist (other than a Senior Hospital Scientist in charge of a laboratory or a section of a laboratory), or a Principal Hospital Scientist.
 - (b) The promotion of an employee from Hospital Scientist to Senior Hospital Scientist.
 - (c) The promotion of an employee from Senior Hospital Scientist to Principal Hospital Scientist.

4. HOURS

- (i) The ordinary hours of work for day workers, exclusive of meal times, shall be 152 hours per 28 calendar days to be worked from Monday to Friday inclusive and to commence on such days at or after 6 am and before 10 am.
- (ii) The ordinary hours of work for shift workers exclusive of meal times, shall not exceed an average of 38 hours per week in each roster cycle.
- (iii) Each day worker shall be free from duty for not less than two full days in each week and each shift worker shall be free from duty for not less than two full days in each week or four full days in each fortnight. Where practicable such days off duty shall be consecutive.
- (iv) (a) The hours of work prescribed in subclauses (i) and (ii) of this clause shall, where possible, be arranged in such a manner that in each roster cycle of 28 days each employee shall not work his or her ordinary hours of work on more than nineteen days in the cycle. The hours worked on each of those days shall be arranged to include a proportion of one hour (in the case of employees working shifts of eight hours duration the proportion of 0.4 of an hour) which shall accumulate towards the employee's allocated day off duty on pay, as the twentieth working day of the cycle.

(b) Notwithstanding the provisions of paragraph (a) of this subclause, employees who were, as at the 30th June 1984, working shifts of less than eight hours duration may:
 - (1) continue to work their existing hours each 28 days but spread over 19 days, or
 - (2) with the agreement of the hospital, continue to work shifts of the same duration over 20 days in each cycle of 28 days.
- (v) The employee's allocated day off duty prescribed in subclause (iv) of this clause shall be determined by mutual agreement between the employee and the employer having regards to the needs of the employer. Where practicable such allocated day off duty shall be consecutive with the days off duty prescribed by subclause (iii) of this clause.
- (vi) Once set the allocated day off duty may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing. Where such circumstances exist and the allocated day is changed, another day shall be substituted in the current cycle. Should this not be practicable, the day must be given and taken in the next cycle immediately following.
- (vii) Where the employer and the Employees and the Union, or other elected representative as nominated by the employee agree that exceptional circumstances exist in a particular Hospital, an employee's allocated days off duty prescribed by subclause (iv) of this clause may, with the agreement of the employee concerned, accumulate and be taken at a time mutually agreed between the employee and the employer. Provided that the maximum number of days off duty which may accumulate under this subclause shall be three.
- (viii) There shall be no accrual of 0.4 of an hour for each day of ordinary annual leave taken in accordance with subclause (i) of Clause 13, Annual Leave, of this Agreement. However where an employee has accumulated sufficient time to take his/her allocated day off duty prior to entering on annual leave, and that day would have been taken if the employee had not gone on annual leave, it shall be allowed to the employee on the first working day immediately following the period of leave.

Where an employee has not accumulated sufficient time for an allocated day off duty prior to entering on annual leave, time in credit shall count towards taking the next allocated day off duty falling in sequence after the employee's return to duty.

- (ix) An employee entitled to allocated days off duty in accordance with subclause (iv) of this clause shall continue to accumulate credit towards his/her allocated day off duty whilst on sick leave. Where an employee's allocated day off duty falls during a period of sick leave the employee's available sick leave shall not be debited for that day.
- (x) Where an employee's allocated day off duty falls due during a period of worker's compensation, the employee, on returning to duty, shall be given the next allocated day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.
- (xi) Where an employee's allocated day off duty falls on a public holiday as prescribed by Clause 12 - Public Holidays of this Agreement, the next working day shall be taken in lieu thereof.
- (xii) Except for one meal break each day all time worked between the normal starting and ceasing time each day shall be at the ordinary rates of pay.
- (xiii) There shall be one tea break of twenty minutes duration. This is additional to the meal break provided for in subclause (xii) of this Clause.
- (xiv) There shall be a minimum break of eight (8) hours between ordinary rostered shifts.

4A. MULTIPLE ASSIGNMENTS

- (i) Multiple assignments under this Agreement exist when:
 - (a) An employee has more than one position under this Agreement within the New South Wales Health Service, and
 - (b) The same conditions of employment within the Agreement apply to the positions.

Each of these positions is referred to in this clause as “assignments”.

- (ii) Where an employee has multiple assignments with different ordinary rates of pay, the employee shall be paid in relation to the ordinary hours worked in each separate assignment at the ordinary rate of pay applicable to that assignment.
- (iii) This clause does not apply to employees who have multiple casual assignments only. The Agreement provisions are to apply separately to each casual assignment.

Multiple Assignments Within a Single Organisation in the Public Health System

- (iv) The following provisions apply to employees with two or more assignments, that comply with 4A(i), within a single Organisation in the Public Health System:
 - (a) The work performed in each of an employee’s assignments shall be aggregated for the purposes of determining all of the employee’s entitlements under this Agreement.

Hours, Additional Days Off, and Overtime

- (b) The combined total number of ordinary hours worked under an employee’s multiple assignments shall not exceed the hours of work as set out in Clause 4 Hours.
- (c) Where the combined total number of ordinary hours worked under an employee’s multiple assignments is equivalent to those set out for the ordinary hours of work for day workers (i.e. full time) in Clause 4 they will be considered as a full time employee for the purposes of the Agreement and:
 - (1) that employee is entitled to allocated days off in accordance with Clause 4 Hours, and
 - (2) Clause 9 Overtime, shall apply for the purposes of overtime.
- (d) Where the combined total number of ordinary hours worked under an employee’s multiple assignments is less than those set out in subclause (c) of this subclause they will be treated in accordance with Part 1 of Clause 8 Permanent Part-Time and Part-Time Employees.
 - (1) All ordinary hours and additional hours paid at ordinary rates in each assignment shall be aggregated and treated as if they were worked under a single assignment, in accordance with Part 1 of Clause 8 Permanent Part-Time and Part-Time Employees, and
 - (2) Overtime as prescribed in Clause 8 Permanent Part-Time and Part-Time Employees (including subclauses (v) and (vi)).
- (e) The rostering of additional days off will be co-ordinated between the employee’s line managers to ensure that the additional days off are proportionately rostered across the employee’s assignments. Where an employee has multiple assignments with different

ordinary rates of pay, the additional day off will be paid at the rate of pay relevant to the assignment in which it is rostered.

- (f) Where an employee has multiple assignments with different ordinary rates of pay, the rate of pay used to determine the additional hours or overtime payable shall be the rate applicable to the assignment which generated the additional hours or overtime.
- (g) Where overtime is compensated by way of time off in lieu that time off in lieu must be taken in the assignment which generated the overtime.
- (h) Employees who are in full time or part time assignments cannot be engaged on a second or further assignment as a casual employee under the Agreement. Any additional hours worked by such employees are to be remunerated in accordance with subclauses (c) or (d) of this subclause.

Public Holidays – Rostered Day Off

- (i) Each assignment will stand alone when calculating payment for a public holiday that falls on a rostered day off under Clause 12, Public Holidays subclause (iv).

Temporary Employees

- (j) Where an employee has an assignment which attracts a 10% loading in accordance with Clause 3 of the Health Industry Status of Employment Schedule, the 10% loading shall only apply to hours worked in that assignment. While ever this loading is paid, the provisions of subclauses (p), (q) and (r) of this subclause shall not apply to the temporary assignment.

Employees Engaged as Part Time as at 20 September 1994

- (k) Where an employee:
 - (1) has elected to receive the benefits set out in Part 2 of Clause 8 Permanent Part-Time and Part-Time Employees, in relation to an assignment; and
 - (2) after the date this clause was operative in this Agreement the employee commences in a second or further permanent part time assignment (as set out in Part 1 of Clause 8 Permanent Part-Time and Part-Time Employees) and their combined total number of ordinary hours worked in all assignments is less than those set out in subclause (c) of this subclause;

Part 2 of Clause 8 Permanent Part-Time and Part-Time Employees shall cease to apply and the employee will be a Permanent Part-Time Employee for the purposes of the Agreement.

- (l) Where an employee:
 - (1) has elected to receive the benefits set out in Part 2 of Clause 8 Permanent Part-Time and Part-Time Employees, in relation to an assignment, and
 - (2) his/her combined total number of ordinary hours worked in all assignments is equal to or more than those set out in subclause (c) of this subclause,

Part 2 of Clause 8 Permanent Part-Time and Part-Time Employees shall not apply to any of their assignments.

Incremental Progression

- (m) Where an employee has multiple assignments in the same classification and pay rate, the employee will progress from one increment (year step) to the next increment after the employee has completed the full time equivalent of one year in the increment having regard to the work performed in all assignments. Further, an employee must complete a minimum of one calendar year in an increment before progressing to the next increment.
- (n) Where an employee has multiple assignments in the same classification, but different grades and/or pay rates, the employee's service in the higher grade will count for the purposes of incremental progression in the lower grade. However, service in the lower grade shall not count for the purposes of incremental progression in the higher grade.
- (o) Where an employee has multiple assignments in different classifications, the employee's service in each assignment will not count for the purpose of incremental progression in the other assignment.

Leave

- (p) All ordinary hours worked by an employee in multiple assignments shall count towards determining the employee's leave entitlements.
- (q) Employees with multiple assignments shall be entitled to take all forms of leave in any of their assignments. That is, leave accrued by an employee through work performed in one assignment, can be taken by that employee in their other assignment/s.
- (r) Where an employee has multiple assignments with different ordinary rates of pay, the employee shall be paid for leave taken at the rate of pay relevant to the assignment in which the leave was taken or rostered.
- (s) An employee's combined total number of ordinary hours worked in their multiple assignments will be used to calculate additional annual leave in accordance with subclause (iii)(b) of Clause 13 Annual Leave.
- (t) Service in all assignments will be recognised for the purposes of entitlements under Clause 30 Maternity, Adoption and Parental Leave.
- (u) Where an employee's assignment is terminated but the employee remains employed under another full time or part time assignment, all leave credits will be transferred to the remaining assignments. The employee shall not be paid out the monetary value of the annual leave or long service leave accrued in the terminated assignment.

Disclosures, Notifications and Approvals

- (v) Employees must, at the time they apply for any second or further assignment, disclose in writing that they are already hold a position with NSW Health and provide details of that assignment including:
 - (1) the position/s currently held
 - (2) the facility in which the existing position/s are worked
 - (3) the classification/s under which they are engaged in each position
 - (4) the number of ordinary hours worked in each position

- (5) any regular additional hours or overtime that is worked in each position
- (6) whether the position/s is worked according to a set roster and if so, the details of that roster arrangement; and
- (w) Prior to accepting an offer for a second or further assignment, employees must provide to their current manager details of that proposed assignment including:
 - (1) the position they have applied for
 - (2) the facility in which the proposed new assignment is to be worked
 - (3) the classification under which they would be engaged in the new assignment
 - (4) the number of ordinary hours to be worked in the proposed assignment
 - (5) whether the position is to be worked according to a set roster and if so, the details of that roster arrangement.
- (x) A Public Health Organisation may elect on reasonable grounds to withhold the approval of a second or further assignment to employees who are already employed in another assignment.
- (y) Before accepting any change in roster or undertaking additional hours or overtime that will impact on another assignment, employees who hold multiple assignments must notify their current manager of the details of their next shift in either assignment. Managers must not change rosters or require employees to work additional hours or overtime where these will impact on the employee's roster in the other assignment (for example by generating overtime) without first consulting the manager of the other assignment/s. (By way of example, if an employee is requested by Manager 1 in Assignment 1 to undertake additional hours in Assignment 1 that may impact on the roster in Assignment 2, the employee must notify Manager 1 of the impact. Manager 1 must not change rosters/hours that impact on Assignment 2 without first consulting Manager 2.)

Multiple Assignments Across Different Organisations in the Public Health System

- (v) Multiple Assignments, that meet the criteria in subclause (i) of this Clause and they are worked in different Organisations in the Public Health System, will be regarded as entirely separate for all purposes under the Agreement, including the accrual and taking of leave. The only exceptions are:
 - (a) At the time an employee commences an assignment in another Organisation in the Public Health System the employee's accrued leave will be apportioned across their assignments (for example, a 0.6 full time equivalent employee who commences another 0.4 full time equivalent assignment in another Organisation in the Public Health System will have 60% of their leave accruals allocated to the former assignment and 40% to the latter assignment) unless prior to commencing the new assignment the employee elects that this apportioning does not occur. After this apportioning, leave accrues separately in each assignment, based on the hours worked in each assignment. The employer will notify the employee of their right to make this election prior to the apportioning taking place.
 - (b) Employees who have multiple assignments across different Organisations in the Public Health System at the time this clause became operative in this Agreement may elect to apportion their accrued leave across their assignments.
 - (c) Service in all assignments will be aggregated for the purposes of calculating entitlements

under Clause 14 Long Service Leave.

- (d) Service in all assignments will be recognised for the purposes of entitlements under Clause 30, Maternity, Adoption and Parental Leave.
- (e) Service in all assignments will be recognised for the purposes of entitlements of Family and Community Services Leave and Personal/Carer's Leave as provided in Clause 32.
- (f) Service in all assignments will be recognised for the purposes of entitlements of Family and Domestic Violence Leave as provided in Clause 32 D.
- (g) Where an employee terminates an assignment, any leave credits that are held against that assignment will be transferred to the remaining assignment/s.
- (h) If prior to the introduction of this clause and/or the StaffLink payroll system an employee received additional days off and/or overtime in accordance with subclause (i) of Clause 9, Overtime, that employee shall continue to receive those benefits until one of the assignments is terminated.
- (i) Where an employee has three or more assignments, one or more of which are in different Organisation in the Public Health System, subclause (iv) of this clause shall apply to those assignments which are within a single Organisation in the Public Health System.

Changes to the composition of Organisation in the Public Health System

- (vi) The employer and the Union agree to review this clause in the event that the boundaries of any Organisation in the Public Health System change.
- (vii) Where any change to the boundaries of any Organisation in the Public Health System causes an employee's multiple assignments to which subclause (iv) of this clause previously applied to then be subject to subclause (v) of this clause, subclause (iv) of this clause shall continue to apply (to the exclusion of subclause (v) of this clause) to those assignments until one of them is terminated.

5. SHIFT WORK AND WEEKEND WORK

- (i) Subject to the provisions of this clause, employees may be employed on shift work.
- (ii) The ordinary hours of shift workers shall be worked on not more than five days per week and shall not exceed 152 hours per 28 calendar days.
- (iii) As far as practicable, no employee shall be obliged to work shift work against his/her wishes.
- (iv) Senior Hospital Scientists and Principal Hospital Scientists shall not be required to work shift work against their wishes.
- (v) Before shift work is introduced into any section or department of a Hospital, the proposals relating thereto shall be conveyed to the Employees and the Union, or other elected representative as nominated by the employee and an opportunity given to discuss such proposals with representatives of the Health Service concerned and the employer.
- (vi) Any disputes arising out of the introduction of new shift systems shall be referred to a committee consisting not more than six members with equal representatives of the employer and the employee.

In the event of no unanimous decision being arrived at, the matter in dispute may be dealt with in accordance with the Settlement of Disputes, Clause 25, of this Agreement

- (vii) Work performed by shift workers working during ordinary hours shall be paid at the following rates:
 - (a) on Mondays to Fridays between 8:30 am and 9:00 pm at ordinary time rate of pay.
 - (b) On Mondays to Fridays before 8:30 am and after 9:00 pm at the rate of time and a half.
 - (c) On Saturdays at the rate of time and a half.
 - (d) On Sundays at the rate of time and three quarters.

Provided that a part-time employee shall not be entitled to be paid in addition the loading prescribed in subclause (iii) of Part 2 of Clause 8, Part-Time Employees, of this Agreement.

6. ROSTER OF HOURS

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

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

Provided further that a roster may be altered at any time to enable the services of the Employer to be carried on where another employee is absent from duty on account of illness or in emergency but where any such alteration involves an employee working on a day which would have been his/her day off such time worked shall, subject to subclause (vi) of clause 4, Hours, be paid for at overtime rates. Furthermore, where a change in roster hours occurs with less than 24 hours notice to the employee affected, all time worked outside that shown on the employee's roster (prior to the alteration) shall be paid for at overtime rates.

- (ii) Where an employee is entitled to an allocated day off duty in accordance with Clause 4, Hours, of this Agreement, that allocated day off duty is to be shown on the roster of hours for that employee.

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7. ON-CALL

An employee required by the employer to be on call in any one 24 hour period shall be paid an allowance as set out in Allowance Tables, Part B, for that period or any part thereof, provided that only one allowance shall be paid in any period of 24 hours.

Provided that an on-call roster shall not be introduced by an Employer without the approval of the employer. Principal Hospital Scientists are excluded from the provisions of this clause.

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8. PERMANENT PART-TIME AND PART-TIME EMPLOYEES

Part 1 Permanent Part-Time Employees

- (i) A permanent part-time employee is one who is appointed by the employer to work a specified number of hours each roster cycle which are less than those prescribed for a full-time employee.
- (ii) A permanent part-time employee shall be paid an hourly rate calculated on the basis of one thirty eighth of the normal weekly rate available for full-time employees of the same classification.
- (iii) Persons employed on a permanent part-time basis may be employed for not less than two (2) or more than thirty two (32) hours in any full week of seven days, such week to be coincidental with the pay period. Permanent part-time employees are not entitled to an allocated day off. The specified number of hours may be balanced over a roster cycle, 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. Provided further that there shall be no interruption to the continuity of employment merely by reason of an employee working on a "week-on", "week-off" basis in accordance with this subclause.
- (iv) Employees engaged under this clause shall be entitled to all other benefits of the Agreement not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.
- (v) All time worked by permanent part-time employees in excess of the total rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time.
- (vi) Time worked up to the total rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the ward or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.

Part 2 Part-Time Employees

- (i) Employees engaged as part-time employees on or before 1 November 2001 are entitled to exercise the option of receiving the benefits of employment specified in Part 1 of this clause.
- (ii) Persons employed on a part-time basis, other than on a permanent part-time basis as outlined in Part 1 of this Clause shall be entitled to all other benefits of the Agreement not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.
- (iii) Persons employed on a part-time basis, other than on a permanent part-time basis as outlined in Part 1 of this Clause, may be employed for not less than eight or more than thirty hours in any full week of seven days, such week to be coincidental with the pay period of each hospital respectively, and shall be paid for the actual number of hours worked each week an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed plus 15 per cent thereof.
- (iv) In an emergency part-time employees may be allowed to work more than thirty hours in one week and in such case will be paid for the hours actually worked at a rate calculated in accordance with sub-clause (iii) of Part 2 of this Clause.

- (v) With respect to employees employed as part-time workers the provisions of Clause 4 Hours, sub-clauses (iv) to (xi) of this Agreement shall not apply.
- (vi) All time worked by part-time employees in excess of the total rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time.
- (vii) Time worked up to the total rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the ward or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
- (viii) With respect to employees employed as part-time workers the provisions of Clause 9, Overtime, of this Agreement, except where provided in sub-clauses (v) and (vi) of Part 2 of this clause, shall not apply.

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9. OVERTIME

- (i) All time worked by day workers and shift workers in excess of or outside the ordinary hours prescribed by Clause 4, Hours, and Clause 5, Shift Work and Weekend Work of this Agreement, respectively, shall be paid for at the rate of time and one half for the first two hours and double time thereafter, provided that all time worked on Sundays shall be paid for at double time; provided further that all overtime worked on public holidays shall be paid for at the rate of double time and one half.
- (ii) Subject to subclauses (iii) – (vii) below, employees who are recalled for duty, whether notified before or after leaving the employer's premises, shall be paid for all time worked at the appropriate overtime rate, with a minimum of four hours at such rates.
- (iii) Employees may be required to perform other work that arises during the recall period. Employees shall not be required to work the full four hour minimum payment period if they complete the work they were recalled to perform and any additional work they are required to undertake, within a shorter period.
- (iv) The employer must have processes in place for the formal release of employees from recall duty.
- (v) Employees who are not formally released and who are recalled again during the four hour minimum payment period are not entitled to any additional payment until the expiration of the four hour period.
- (vi) Employees who are advised they will not be required to perform any additional work and are formally released and who are subsequently recalled again during the four hour minimum payment period, shall be entitled to another four hour minimum payment.
- (vii) Employees required to work overtime after leaving the employer's premises to provide a technology support resolution or clinical appraisal remotely without onsite presence, shall be paid for such work at the appropriate overtime rate, with a minimum payment of one hour at such rates.
- (viii) An employee recalled to work overtime as prescribed by this subclause shall be paid all fares and expenses reasonably incurred in travelling to and from his/her place or work.

Provided further that where an employee elects to use his/her own mode of transport he/she shall be paid an allowance equivalent to the "Transport Allowance" as provided by determination made under the *Health Service Act 1997* (NSW), as varied from time to time.

- (ix) When overtime is necessary it shall wherever reasonably practical, be so arranged that employees have at least eight consecutive hours off duty between the work on successive days or shifts.

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

- (x) An employee who works such overtime:
 - (a) between the termination of his/her ordinary work on any day or shift and the commencement of his/her ordinary work on the next day or shift that he/she has not had at least eight consecutive hours off duty between these times; or

- (b) on a Saturday, a Sunday and a holiday, not being ordinary working day, or on a rostered day off without having had eight consecutive hours off duty in the twenty-four hours preceding his/her ordinary commencing time on his/her next day or shift;
 - (c) shall, subject to this subclause, be released after completion of such overtime until he/she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of his/her employer such an employee resumes or continues to work without having had such eight consecutive hours off duty, he/she shall be paid at double rates until he/she is released from duty for such period and he/she then shall be entitled to be absent until he/she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (xi) When an employee works overtime as an extension of shift and ceases work at a time when reasonable means of transport are not available, he/she shall be paid at ordinary rates for the time reasonably spent travelling from the employer's premises to the employee's home with a maximum payment of one (1) hour.
- This subclause shall not apply in the case of call-back nor where the employee has his/her own vehicle available for conveyance home.
- (xii) The provisions of this clause shall not apply to Principal Hospital Scientists.

10. MEALS

- (i) An employee who works authorised overtime shall be paid in addition for such overtime -
 - (a) as set out in Allowance Tables, Part B, for breakfast when commencing such overtime work at or before 6:00 am;
 - (b) as set out in Allowance Tables, Part B, for luncheons when such overtime extends beyond 2:00 pm on Saturdays, Sundays or holidays;
 - (c) as set out in Allowance Tables, Part B, for an evening meal when such overtime is worked for at least one hour immediately following his/her normal ceasing time, exclusive of any meal break, and extends beyond or is worked wholly or after 7:00 pm;

or shall be provided with adequate meals in lieu of payment.

- (ii) The value of payments for meals shall be varied as the equivalent rates are from time to time varied in the *Crown Employees (Public Service Condition of Employment) Award*.
- (iii) Time not exceeding one hour and not less than thirty minutes shall be allowed for each meal, provided that where an employee is called upon to work for any portion of the meal break, such time shall count as ordinary working time.
- (iv) An employee required to work overtime following on the completion of his or her normal shift for more than two hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hours' overtime; all such time shall be counted as time worked.
- (v) An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours shall be allowed twenty minutes for partaking of a meal and a further twenty minutes after each subsequent four hours overtime; all such time shall be counted as time worked.
- (vi) Where practicable, employees shall not be required to work more than four (4) hours without a meal break.

11. HIGHER DUTIES

An employee who is called upon to relieve an employee in a higher classification continuously for five working days or more, and who satisfactorily performs the whole of the duties and assumes the whole of the responsibilities of the higher classification, shall be entitled to receive, for the period of relief, the minimum pay of such higher classification.

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12. PUBLIC HOLIDAYS

- (i) Public Holidays shall be allowed to employees on full pay.
- (ii) Where an employee is required to and does work on any of the holidays set out in subclause (iii) of this clause, whether for a full shift or not, the employee shall be paid one and one half day's pay in addition to the weekly rate prescribed by Salary Tables, Part B, such payment in the case of shift workers to be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday:

Provided that if the employer and the employee so agree, an employee may be paid one half day's pay in addition to the weekly rate and have one day added to his/her period of annual leave for each public holiday worked in lieu of the provisions of the preceding paragraph.

- (iii) For the purpose of this clause, the following shall be deemed public holidays, viz: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Anzac Day, Queen's Birthday, local Labour Day, and other days proclaimed and observed as a public holiday within the area in which the hospital or health institution is situated.
- (iv) Where a public holiday occurs on a shift worker's rostered day off, he/she shall be paid one day's pay in addition to the weekly rate, or if the employer and the employee so agree, have one day added to his period of annual leave.
- (v) Subclauses (i) and (ii) of this clause shall not apply to part-time employee of this Agreement but each such employee who is required to work on a public holiday as defined in subclause (iii) of this clause shall be paid at the rate of double time and one-half but such employee shall not be entitled to be paid in addition the loading of 15 per cent prescribed in subclause (iii), Part 2, of clause 8 - Part-Time Employees, of this Agreement.
- (vi) In addition to those public holidays specified in subclause (iii), employees are entitled to an extra public holiday each year. Such public holiday will occur on a day in the Christmas-New Year period as determined by the employer following consultation with the Employees and the Union, or other elected representative as nominated by the employees, or other suitable day as agreed between the employer and the Employees and the Union, or other elected representative as nominated by the employees. Such public holiday shall be regarded for all purposes of this clause as any other public holiday.

The foregoing will not apply in areas where in each year a day in addition to the ten named public holidays specified in subclause (iii) is proclaimed and observed as a public holiday and will not apply in areas where, in each year, at least two half days in addition to the ten named public holidays specified in the said subclause are proclaimed and observed as half public holidays.

Provided further that in areas where in each year only one half day in addition to the ten named public holidays specified in subclause (iii) is proclaimed and observed as a half public holiday for the purposes of this Agreement, the whole day will be regarded as a public holiday and no additional public holiday, which otherwise would, as a result of this subclause apply, will be observed.

13. ANNUAL LEAVE

- (i) Annual Leave is provided for in the NES. This clause contains additional provisions that apply instead of, not in addition to, the NES. If an employee's entitlements under this clause fall below those provided under the NES, the NES will apply to that employee instead of this clause, except sub-clauses 13(xi), (xii) and (xiii), which will apply to any employee.
- (ii) Pursuant to the *Fair Work Act 2009* (Cth), annual leave on full pay accrues progressively during a year of service according to the employee's ordinary hours of work on the basis of the following:

- (a) Principal Hospital Scientists - 5 weeks.
- (b) All other employees - 4 weeks.

- (iii) Additional Annual Leave

- (a) An employee is entitled to accrue an additional amount of paid annual leave, for each completed 12 month period of continuous service with the employer, of 1/52 of the number of ordinary hours worked by the employee, for the employer, as a Shift Worker as defined by this Agreement during that 12 month period.

The additional paid annual leave set out in this sub-clause is not cumulative upon the additional paid annual leave set out in paragraph (b) of this clause. The entitlement set out in this sub-clause shall only apply in the event that it provides a more favourable outcome for the employee and, if it does, then paragraph (b) of this subclause shall not apply.

- (b) Counter Leave

Employees who are rostered to work their ordinary hours on Sundays and/or public holidays during the qualifying period of employment for annual leave purposes shall be entitled to receive additional annual leave as follows:

- (1) If 35 ordinary shifts on such days have been worked - one week.
- (2) If less than 35 ordinary shifts on such days have been worked and the employees work 38 hours per week - proportionately calculated on the basis of 38 hours leave for 35 such shifts worked.
- (3) If less than 35 ordinary shifts on such days have been worked and the employees work less than 38 hours per week - proportionately calculated on the basis of leave equivalent to the number of hours ordinarily worked per week for 35 such shifts worked.

The calculations referred to above shall be made to the nearest one fifth of the ordinary hours worked, half or more than half of one fifth being regarded as one fifth and less than half being disregarded.

An employee with an accrued entitlement to additional annual leave pursuant to sub paragraph (a) above can elect at any time to be paid an amount equivalent to the value of the accrued additional leave in lieu of taking additional leave provided that the amount is a minimum of one weeks' accrued additional leave; and that the salary for the period of additional leave paid out will be calculated as if the period of leave was actually taken.

The additional paid annual leave set out in this sub-clause is not cumulative upon the additional paid annual leave set out in subclause (iii)(a) of this clause. The entitlement set out in this subclause shall only apply in the event that it provides a more favourable outcome for the employee and, if it does, then subclause (iii)(a) of this clause shall not apply.

- (iv) Provided further that on termination of employment, employees shall be entitled to payment for any untaken leave, including annual leave loading, due under this subclause.
- (v) The annual leave shall be given by the employer and shall be taken by the employee before the expiration of a period of 18 months after the date upon which the right to such holidays accrues; provided that the giving and taking of the whole or any separate period of such annual holiday may, with the consent of the employee, be postponed for a period not exceeding 30 months.
- (vi) The employer shall give to each employee three months' notice where practicable and not less than one month's notice of the date upon which the employee shall enter upon annual leave.
- (vii) An employee who is normally employed to work shifts shall be paid whilst on annual leave his/her ordinary pay plus shift allowances and weekend penalties relating to ordinary time the employee would have worked if he/she had not been on annual leave, provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of annual leave or for days which have been added to annual leave in accordance with the provisions of Clause 12, Public Holidays, of this agreement.
- (viii) Credit of time towards an allocated day off duty shall not accrue when an employee is absent on ordinary annual leave in accordance subclause (i) of this clause. Employees entitled to allocated days off duty in accordance with Clause 4, Hours, of this agreement shall accrue credit towards an allocated day off duty in respect of each day those employees are absent on additional annual leave in accordance with subclause (ii) of Clause 12, Public Holidays, of this agreement.
- (ix) Employees shall be entitled to an annual leave loading of 17.5 per centum, or shift penalties as set out in subclause (vii) of this clause, whichever is the greater.
- (x) **Cashing Out Of Annual Leave**

Subject to any relevant legislation, an employer may agree with their employee to cash out part of their accrued annual leave entitlement if:

- (a) The remaining accrual after the cashed-out period of annual leave is deducted is not less than four weeks; and
 - (b) The agreement to cash out part of their annual leave accrual is requested and authorised in writing by the employee and the employer.
- (xi) **Excessive Annual Leave Accruals**
 - (a) **General Provision**
 - (1) An employee has an excessive annual leave accrual if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a Shift worker).

- (2) If an employee has an excessive annual leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
 - (3) Sub-clause (xi) (b) below sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (b) Excessive Annual Leave: Direction by Employer That Annual Leave be Taken
- (1) If an employer has genuinely tried to reach agreement with an employee under clause (xi)(a)(2) but agreement is not reached (including because the employee refuses to confer) the employer may direct the employee in writing to take one or more periods of paid annual leave.
 - (2) However, a direction by the employer under paragraph (xi)(b)(1) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than six weeks when any other paid annual leave arrangements (whether made under clause or otherwise agreed by the employer and employee) are taken into account; and
 - a. Must not require the employee to take any period of paid annual leave of less than one week; and
 - b. Must not require the employee to take a period of paid annual leave beginning less than eight weeks or more than twelve months after the direction is given; and
 - c. Must not be inconsistent with any leave arrangement agreed by the employer and employee.
 - (3) The employee must take paid annual leave in accordance with a direction under clause (xi)(b)(1) that is in effect.
 - (4) An employee whom a direction has been given under clause (xi)(b)(1) may request to take a period of paid annual leave as if the direction had not been given.
- (xii) Direction To Take Annual Leave
- (a) The parties must attempt to reach an agreement as to the employee taking annual leave during periods of low production or low activity at the place of employment.
 - (b) Where an agreement is not reached, upon one months' notice to the employee, the employer may direct the employee to take leave from accrued but untaken annual leave.
 - (c) Where an employee does not have adequate annual leave accrual, the employer will make all reasonable attempts to redeploy the employee to another position of comparable skills and qualification in the place of employment during periods of low production or low activity.
 - (d) The employer cannot direct the employee take annual leave on days which the employee has already elected and been approved to take annual leave.
 - (e) The employer cannot direct the employee take a period of annual leave, in circumstances authorised under this clause, more than once in one calendar year.

- (f) Periods of low productions of low activity include the period proximate to Christmas, New Year and Easter.
- (g) Any disputes that arise under subclause (xii) may be dealt with under clause 25, Settlement of Disputes, of this agreement.

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- (i) (a) Each employee shall be entitled to two months long service leave on full pay after ten years of service; thereafter additional long service shall accrue on the basis of five months long service leave on full pay for each ten years service.

Employees with at least seven years service and less than 10 years service are entitled, proportionate to his or her length of service, to proceed on a proportionate period of long service leave on the basis of two months' long service leave for ten years' service on full pay.

- (b) Where the services of an employee with at least five years service and less than seven years service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee, on account of illness, incapacity or domestic or other pressing necessity, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.

Where the services of an employee with at least seven years are terminated by the employer or by the employee, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service. Where the services of an employee with at least 10 years service are terminated by the employer or by the employee, he/she shall be entitled to be paid on the basis of two months' long service leave for ten years' service and thereafter on the basis of five months long service leave for each ten years service.

- (ii) For the purposes of subclause (i) of this clause:

- (a) Service shall mean continuous service with the employer. For the purpose of this paragraph, continuous service will be determined in accordance with the provisions of the NSW Health Policy Directive 20122019_010 Leave Matters for the NSW Health Service, or as amended or replaced from time to time.

- (b) Broken periods of service with the employer in one or more hospitals shall count as service.

- (c) Service shall not include -

- (1) any period of leave without pay except in the case of employees who have completed at least ten years service (any period of absence without pay being excluded there from) in which case service shall include any period of leave without pay not exceeding six months taken after 1 January, 1973;
- (2) any period of part-time service, except permanent part-time service, as provided for in subclause (xi).
- (3) any period of casual service except as provided in subclause (iii) and (iv) of this clause.

- (iii) A period of continuous casual service that merges immediately and without a break with either permanent part time or permanent full time employment at the same public health organisation will be counted on the basis of the same proportion of the hours worked in the period of continuous casual service bears to full time hours.

- (iv) Should a casual employee have obtained an entitlement to long service leave under the provisions of the *Long Service Leave Act 1955* (NSW) then that entitlement will be paid and

deducted from any further long service leave entitlement under this agreement.

- (v) An employee with an entitlement to long service leave may elect to access such entitlement:
 - (a) on full pay;
 - (b) on half pay; or
 - (c) on double pay.
- (vi) When an employee takes long service leave, the leave entitlement will be deducted on the following basis:
 - (a) a period of leave on full pay - the number of days so taken;
 - (b) a period of leave on half pay - half the number of days so taken; or
 - (c) a period of leave on double pay - twice the number of days so taken.
- (vii) When taking long service leave and an employee would otherwise have had a rostered shift fall on a public holiday during that period, the amount of long service leave to be deducted is to be reduced by one day for the public holiday.
- (viii) Long Service Leave shall be taken at a time mutually arranged between the employer and the employee.
- (ix)
 - (a) On the termination of employment of an employee, otherwise than by his/her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination, unless the employee elects to transfer his or her leave entitlement in accordance with Section 18.1.3 of the NSW Health Policy Directive 2019_010 Leave Matters for NSW Health Service, or as amended or replaced from time to time.
 - (b) Where an employee who has acquired a right to long service leave, or after having had five years and less than ten years' service dies, the accrued long service leave will be paid out on the death of an employee in accordance with Section 4 (Long Service Leave) – subsection (5), paragraph (b) of the *Long Service Leave Act 1955* (NSW).
- (x) The provisions of subclauses (i) to (vii) of this clause shall not apply to part-time employees who receive an adjusted hourly rate (as defined in Part II, of clause 8, of this Agreement). Such employees shall be entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1955* (NSW), and/or Determination under the *Health Services Act 1997* (NSW).
- (xi) A full-time employee shall be entitled to have previous part-time service which is the equivalent of at least two full days' duty per week taken into account for long service purposes in conjunction with full-time service on the basis of the proportion that the actual number of hours worked each week bears to forty hours up until 30 June 1984 and bears to 38 on and from 1 July 1984, provided the part-time service merges without break with the subsequent full-time service.

- (xii) Except as provided for in subclause (xiii) of this clause, rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at the date of commencement of this Agreement may have accrued or may be accruing to an employee and shall apply only to persons in the employ of the employer on or after the date of commencement of this Agreement. Where an employee has been granted long service leave or has been paid its monetary value prior to the date of commencement of this Agreement, the employer shall be entitled to debit such leave against any leave to which the employee may be entitled pursuant to this clause.
- (xiii) The following provisions shall apply only to employees employed in a hospital at 1 January 1973:
- (a) An employee who -
- (1) has had service in a hospital, to which clause 21, Climatic and Isolation Allowance, applies, prior to 1 January 1973;
 - (2) Is employed in a hospital, to which clause 21, Climatic and Isolation Allowance, applies, at 1 January 1973 shall be granted long service leave in accordance with the long service leave provisions in force prior to 1st January, 1973, in lieu of the provisions provided by this Agreement where such benefits are more favourable to the employee.
- (b) An employee employed -
- (1) as a part-time employee at 1st January 1973 may be allowed to continue to be granted long service leave in accordance with the long service provisions in force prior to 1st January 1973 in lieu of the provisions of the *Long Service Leave Act 1955* (NSW), as provided for in sub-clause (x) of this clause;
 - (2) on a full-time basis at 1 January 1973, but who had prior part-time service may be allowed to continue to be granted long service leave in accordance with the long service leave provisions in force prior to 1 January 1973, in lieu of the provisions provided by this Agreement where such benefits are more favourable to the employee.
- (xiv) Where an employee has accrued a right to an allocated day off duty on pay prior to entering a period of long service leave such day shall be taken on the next working day immediately following the period of long service leave.

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

15. SICK LEAVE

- (i) Full-time employees - a full-time employee shall be entitled to sick leave on full pay by allowing 76 rostered ordinary hours of work as sick leave, granted in advance, for each year of continuous service, less any sick leave on full pay already taken subject to the following conditions:
 - (a) All periods of sickness shall be certified to by the Medical Superintendent of the hospital or by a legally qualified Medical Practitioner approved by the employer, provided such approval shall not be unreasonably withheld; provided however, that the employer may dispense with the requirement of the medical certificate where the absence does not exceed two (2) consecutive days or where in the employer's opinion the circumstances are such as to not warrant such requirements.
 - (b) The employer shall not change the rostered hours of work of an employee fixed by the roster or rosters applicable to the seven days immediately following the commencement of sick leave merely by reason of the fact that the employee is on sick leave.
 - (c) An employee shall be granted sick leave progressively for the first 3 months of continuous service. At the completion of three months continuous service the employee shall be granted, in advance, the balance of their first year of entitlement of sick leave.
 - (d) Service for the purpose of this clause, shall mean service with the employer and shall be deemed to have commenced on the date of engagement by the employer in respect of any period of employment with the employer current at the date of the commencement of this agreement in respect of employees then so employed and in respect of others it shall be deemed to commence on the first day of engagement by the employer after the commencement of this agreement.
 - (e) Employees who are employed at the date of the commencement of this agreement shall retain to their credit, until exhausted, any accumulation of sick leave to their credit immediately prior to such a date; provided that such credit is not less than the entitlement otherwise prescribed by this clause.
 - (f) "Continuous Service" for the purpose of this clause, shall be calculated in the same manner as provided under sub-clause (ii) (a) of Clause 14, Long Service Leave, of this agreement, excepting that all periods of service with the employer in any hospital (providing such service is not less than three months actual service) shall be counted.
 - (g) Each employee shall take all reasonably practicable steps to inform the employer of his or her inability to attend for duty and as far as possible state the estimated duration for the absence. Where practicable such notice shall be given prior to the commencement of the shift.
- (ii) Part-time employees - A part-time employee shall be entitled to sick leave in the same proportion of 76 hours as the average weekly hours worked over the preceding twelve months or from the time of the commencement of the employment, whichever is the lesser, bears to 38 ordinary hours of one week. Such entitlements shall be subject to all the above conditions applying to full-time employees.

- (iii) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to accident pay, or worker's compensation; provided, however, that where an employee is not in receipt of accident pay, an employer shall pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received, as worker's compensation and full pay. The employee's sick leave entitlement under this clause shall for each week during which such difference is paid, be reduced by the proportion of hours which the difference bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable.

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16. PAYMENT AND PARTICULARS OF SALARY

- (i) Salaries shall be paid weekly or fortnightly.
- (ii) Employees shall have their salary paid into one account with a bank or other financial institution as nominated by the employee except where agreement as to another method of payment has been reached between the Employees and the Union, or other elected representative as nominated by the employees and the employer due to the isolation of the work location. Salaries shall be deposited by the employer in sufficient time to ensure that salaries are available for withdrawal by employees no later than pay day provided that this requirement shall not apply where employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the employer making deposits with such financial institutions but in such cases the employer shall take all reasonable steps to ensure that the salaries of such employees are available for withdrawal by no later than pay day.

Subject to adequate notice in writing on each occasion, employees who are rostered off on pay day shall be entitled to have their salary deposited before proceeding on their days off.

- (iii) Notwithstanding the provisions of subclauses (i) and (ii) of this clause, any employee who was given or who has been given notice of termination of employment in accordance with clause 17, Termination of Employment, of this Agreement, shall be paid all monies due to him/her prior to ceasing duty on the last day of employment. Where an employee is dismissed or his or her services are terminated without notice in accordance with clause 17, Termination of Employment, of this Agreement, any moneys due to him or her shall be paid as soon as possible after such dismissal or termination, but in any case, not more than three days thereafter.
- (iv) On each pay day an employee, in respect of the payment then due, shall be furnished with a statement in writing containing the following particulars, namely: name, the amount of ordinary salary, the total hours of overtime worked, if any, other monies paid, and the purpose for which they are paid and the amount of deductions made from the total earnings and the nature thereof.
- (v) Where the retrospective adjustments of wages are paid to employees, such payments where practical shall be paid as a separate payment to ordinary wages. Such payment shall be accompanied by a statement containing particulars as set out in subclause (iv) of this clause.
- (vi) Underpayment and overpayment of salaries – the following process will apply once the issue of underpayment or overpayment is substantiated.
 - (a) Underpayment
 - (1) If the amount underpaid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days.
 - (2) If the amount underpaid is less than one day's gross base pay it will be rectified by no later than the next normal pay. However, if the employee can demonstrate that rectification in this manner would result in undue hardship, every effort will be made by the employer to rectify the underpayment within three working days.

(b) Overpayment

- (1) In all cases where overpayments have occurred, the employer shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The employer will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
- (2) One off overpayments will be recovered in the next normal pay, except that where the employee can demonstrate that undue hardship would result, the recover rate shall be at 10% of an employee's gross fortnightly base pay.
- (3) Unless the employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.
- (4) The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subclause (b)(3) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.
- (5) Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subclause (b)(3) above, the employer shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

17. TERMINATION OF EMPLOYMENT

- (i) During the first three months of employment, employment shall be from week to week. After three months' continuous service, employment may be terminated only by one months' notice given either by the employer or the employee at any time during the week or by payment or forfeiture of one months' salary, as the case may be. Nothing in this clause, however, shall prevent the summary dismissal of an employee for misconduct or neglect of duty.

The Hospital shall increase the notification period by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with the employer at the end of the day the notice is given.

- (ii) Employees with a credit of time accrued towards an allocated day off duty shall be paid for such accrual upon termination.

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18. ACCOMMODATION AND AMENITIES

- (i) Suitable dining room accommodation and lavatory conveniences shall be provided for all resident and non-resident employees.
- (ii) In all hospitals erected after 1st January, 1960, dressing room, lockers, hot and cold showers and conveniences also shall be provided for non-resident employees and where practicable, such facilities shall be provided in hospitals erected prior to that date.
- (iii) The following outlines the minimum standards which the employer seeks to achieve in all hospitals:

Rest Room

A well-constructed and adequately lighted and ventilated room or screened off portion of the change room for all employees. Such rest room or rest area to be equipped with day bed or couch with mattress, blankets, pillow and hot water bottle.

- (iv) The above standards shall be the minimum to be included in working drawings approved after 1st December 1976, for new hospitals.
- (v) Where major additions to presently occupied buildings or new buildings are erected within a presently constituted hospital the amenities to be provided in such additions or new buildings shall be the subject of negotiations between the parties.

19. INSPECTION OF LOCKERS OF EMPLOYEES

Lockers may be opened for inspection in the presence of the employee but in cases where the employee neglects or refuses to be present or in any circumstances where notice to the employee is impracticable such inspection may be carried out in the absence of the employee by an employee appointed by the employer, and if practicable, the employees' elected representatives, otherwise by any two employees so appointed by the employer.

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20. UNIFORM AND LAUNDRY ALLOWANCE

- (i) Subject to clause (iii) of this clause, sufficient suitable and serviceable uniforms shall be supplied free of cost to each employee required to wear a uniform provided that an employee to whom a new uniform or part of a uniform has been supplied by the employer who, without good reason, fails to return the corresponding article last supplied to him or her, shall not be entitled to have such article replaced without payment thereof at a reasonable price.
- (ii) An employee, on leaving the service of the employer shall return any uniform or part thereof supplied by the employer which is still in use immediately prior to leaving.
- (iii) In lieu of supplying a uniform to an employee, the employer shall pay to such employee an amount per week as set in Allowance Tables, Part B.
- (iv) If at any hospital the uniform of the employee is not laundered at the expense of the employer, an allowance per week as set in Allowance Tables, Part B, shall be paid to such employee.
- (v) Each employee whose duties require him/her to work in a hazardous situation shall be supplied with the appropriate protective clothing and equipment.
- (vi) The allowances referred to in subclauses (iii) and (iv) are payable to part-time employees on the basis of one fifth of the full weekly allowance for each shift worked in the week.

21. CLIMATIC AND ISOLATION ALLOWANCE

- (i) Employees employed in hospitals in any place situated upon or to the west of a line drawn as specified in this subclause but not including places as specified in subclause (ii) of this clause shall be paid a weekly allowance as set in Allowance Tables, Part B, in addition to the salary to which they otherwise are entitled. The line shall be drawn as follows: commencing Tocumwal and thence to the following towns in the order stated, namely, Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, Boggabri, Inverell, and Bonshaw.
- (ii) Employees employed in hospitals in any place situated upon or to the west of a line drawn as specified in this subclause shall be paid a weekly allowance as set in Allowance Tables, Part B in addition to the salary to which they otherwise are entitled. The line shall be drawn as follows: commencing at a point on the right bank of the Murray River at Swan Hill (Victoria) and thence to the following towns in the order stated, namely, Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.
- (iii) Except for the computation of overtime the allowances prescribed in this clause shall be regarded as part of the salary for the purpose of this Agreement.
- (iv) The allowances prescribed by this clause are not cumulative.
- (v) A part-time employee shall be entitled to the allowances prescribed in this clause in the same proportion as average hours worked each week bears to 38 ordinary hours.

22. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

- (i) Employer to notify
 - (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
 - (b) Significant effects include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- (ii) Employer to discuss change
 - (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in subclause (i) of this clause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
 - (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause (i) of this clause.
 - (c) For the purposes of such discussion, the employer must provide in writing to the employees and the Union, or other elected representative as nominated by the employee, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

23. AGREEMENT FLEXIBILITY

- (i) Notwithstanding any other provision of this agreement, an employer and an individual employee may agree to vary the application of certain terms of this agreement to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:
 - (a) arrangements for when work is performed in relation to the timing of breaks and time off in lieu of overtime;
 - (b) the simplification of allowances and the inclusion of allowances in base salary; and
 - (c) the inclusion of leave loading in base salary.
- (ii) The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- (iii) The agreement between the employer and the individual employee must:
 - (a) be confined to a variation in the application of one or more of the terms listed in sub clause (i); and
 - (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.
- (iv) The agreement between the employer and the individual employee must also:
 - (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - (b) state each term of this agreement that the employer and the individual employee have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
 - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and\
 - (e) state the date the agreement commences to operate.
- (v) The employer must give the individual employee a copy of the agreement within 14 days after it is agreed to and keep the agreement as a time and wages record.
- (vi) Except as provided in subclause the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- (vii) An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

- (viii) The agreement may be terminated:
 - (a) by the employer or the individual employee giving no more than 28 days written notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the employer and the individual employee.
- (ix) The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this agreement.

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24. BLOOD COUNTS

Every employee who works in close proximity to diagnostic and/or therapeutic X-Ray equipment or any other form of radio-active equipment or substance shall have a blood count carried out free of charge, by the employer at least once in every period of three months including any such period of work.

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25. SETTLEMENT OF DISPUTES

- (i) All parties must use their best endeavours to cooperate in order to avoid any grievances and/or disputes. A dispute may be about any matter.
- (ii) Where a dispute arises in any public hospital or public health organisation, regardless of whether it relates to an individual employee or to a group of employees, the matter must be discussed in the first instance by the employee(s) (or the Union or other elected representative as nominated by the employee on behalf of the employee(s) if the employee(s) so request(s)) and the immediate supervisor of that employee(s).
- (iii) If the matter is not resolved within a reasonable time it must be referred by the employee(s)' immediate supervisor to the Chief Executive Officer of the employer (or his or her nominee) and may be referred by the employee(s) to the Union or other elected representative as nominated by the employee. Discussions at this level must take place and be concluded within 2 working days of referral or such extended period as may be agreed.
- (iv) If the matter remains unresolved, the Union or other elected representative as nominated by the employee, must then confer with the appropriate level of management (i.e. at Public Hospital/Area Health Service or Public Health organisation/Department level, depending on the nature and extent of the matter). Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.
- (v) If a dispute is unable to be resolved at the workplace, and all appropriate steps under paragraphs (i)-(iv) have been taken, a party to the dispute may refer the dispute to the Fair Work Commission. Unless the parties agree otherwise, the Fair Work Commission is permitted by this Agreement to perform any function that it considers appropriate to ensure the settlement of the dispute. Without limiting the scope of such functions, they shall include mediation, conciliation and/or arbitration. An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- (vi) During these procedures normal work must continue and there must be no stoppages of work, lockouts, or any other bans or limitations on the performance of work.
- (vii) The status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose 'status quo' means the work procedures and practices in place:
 - (a) immediately before the issue arose; or
 - (b) immediately before any change to those procedures or practices, which caused the issue to arise, was made.

The Employer must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.

- (viii) Throughout all stages of these procedures, adequate records must be kept of all discussions.
- (ix) 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.

26. ANTI-DISCRIMINATION

- (i) It is intention of the parties bound by this Agreement to seek to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of racial origin, sex, age, marital status, physical or mental disability, sexual orientation, transgender status, religion, national extraction, colour, political opinion, pregnancy or breastfeeding or family or carer responsibilities.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfillment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977* (NSW), it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977* (NSW);
 - (d) a party to this Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES –

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* (NSW) provides:

“Nothing in this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.”

27. TRAVELLING ALLOWANCE

- (i) An employee seconded to another hospital may be granted a daily travel allowance at the rate of the difference between the cost of travel by public transport to his/her normal place of employment and travel by public transport to the seconding hospital. Provided that where an employee drives his/her own vehicle, he/she shall, in lieu, be eligible for an allowance based on the casual user rate as prescribed by the *Crown Employees (Public Service Conditions of Employment) Award*, from time to time, for the difference between the distance to his/her normal place of employment and distance to the seconding hospital.
- (ii) An employee who with the approval of the employer, uses on official business a motor vehicle primarily for other than official business, shall be paid the above mentioned allowance from time to time effective. However, where it is estimated that an employee will, with the approval of the employer, be required to use his/her private vehicle on official business on at least fifty days during any period of twelve months and during that period, aggregate at least 850 kilometres of official running, he shall be paid the official business rate prescribed by the *Crown Employees (Public Service Conditions of Employment) Award*, at the rate in force from time to time.
- (iii) For the purpose of subclause (ii) travel on official business -
 - (a) occurs when an employee is required by the employer as part of his/her duty to use his/her motor vehicle to attend away from his/her normal place of employment or seconding hospital to another clinic, annexe or hospital. Where an employee travels on official business direct from his/her place of residence to a clinic, annexe or hospital, other than normal place of employment he/she shall be paid the difference between the distance to his/her normal place of employment or seconding hospital and that other clinic, annexe or hospital.
 - (b) shall include other arrangements as agreed to between the employer and the Employees and the Union, or other elected representative as nominated by the employee from time to time.
 - (c) does not include "call backs".
- (iv) Nothing in this clause shall make the employer liable for the cost of the employee's daily travel to his/her usual and normal place of employment.

28. GENERAL CONDITIONS

An employee required to answer emergency phone calls outside of ordinary working hours, but not recalled to duty, shall be reimbursed rental charges on such telephone on production of receipted accounts.

Provided that, where an employee is required to answer out of hours telephone calls on a relief basis he/she shall be paid one-twelfth of his/her yearly telephone rental for each month or part thereof he/she is so employed.

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29. PROMOTIONS AND APPOINTMENTS

- (i) Promotion and/or appointment shall be by merit.
- (ii) In the case of an employee or employees disputing a promotion and/or appointment, the Employees and the Union, or other elected representative as nominated by the employee may follow the Settlement of Disputes clause of this Agreement.

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30. MATERNITY, ADOPTION AND PARENTAL LEAVE

A. Maternity Leave

(i) Eligibility for Paid Maternity Leave

To be eligible for paid maternity leave a full time or permanent part-time employee must have completed at least 40 weeks continuous service prior to the expected date of birth.

An employee who has once met the conditions for paid maternity leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid 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 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 1987* (NSW).

(ii) Portability of Service for Paid Maternity Leave

Portability of service for paid maternity leave involves the recognition of service in government sector organisations for the purpose of determining an employee's eligibility to receive paid maternity leave. For example, where an employee moves between a Public Sector Department and a public hospital, previous continuous service will be counted towards the service prerequisite for paid maternity leave.

When determining an employee's eligibility for paid maternity leave, continuous service with an organisation that is part of the government sector service as defined in the *Government Sector Employment Act 2013* (NSW) will be recognised, provided that:

- (a) service was on a full-time or permanent part-time basis;
- (b) cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;
- (c) the employee immediately commences duty with the new employer. There may be a break in service of up to two months before commencing duty with the new employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.

(iii) Entitlement to Paid Maternity Leave

An eligible employee is entitled to fourteen weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen weeks prior to the expected date of birth.

It is not compulsory for an employee to take this period off work. However, if an employee decides to work during the nine weeks prior to the date of birth it is subject to the employee being able to satisfactorily perform the full range of normal duties. Paid maternity leave may be paid:

- on a normal fortnightly basis; or

- in advance in a lump sum; or
- at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of maternity leave on half pay to enable an employee to remain on full pay for that period.

(iv) Unpaid Maternity Leave

- (a) Full time, permanent part time and regular casual employees as defined by the *Fair Work Act 2009* (Cth) who are entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.
- (b) Full time, permanent part time and regular casual employees as defined by the *Fair Work Act 2009* (Cth) who are not eligible for paid maternity leave are entitled to unpaid monthly leave of not more than 12 months.

(v) Applications

An employee who intends to proceed on maternity leave should formally notify her employer 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 accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

(vi) Variation after Commencement of Leave

After commencing maternity leave, an employee may vary the period of her maternity leave once only without the consent of her employer by giving the employer notice in writing of the extended period at least fourteen days' before the start of the extended period. An employer may accept less notice if convenient.

An employee may extend the period of maternity leave at any time with the agreement of the employer.

(vii) Staffing Provisions

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 should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

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

When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave, sick leave and long service leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual leave, sick leave and long service leave.

Except in the case of employees who have completed ten years' service the period of

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

Maternity leave without pay does not count as service for incremental purposes. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.

Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received i.e., public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.

(ix) 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, annual and/or long service leave) or to take sick leave without pay.

Where an employee is entitled to paid maternity leave, but because of illness, is on sick, annual, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of birth. The employee then commences maternity leave with the normal provisions applying.

(x) 'Safe Job' and 'no safe job leave'

(a) This provision applies to a pregnant employee if she gives her employer evidence that would satisfy a reasonable person that she is fit for work, but that it is inadvisable for her to continue in her present position during a stated period ("**the risk period**") because of:

- (1) illness, or risks, arising out of her pregnancy; or
- (2) hazards connected with that position.

(b) If there is an appropriate safe job available, then the employer must transfer the employee to that job for the risk period, with no other change to the employee's terms and conditions of employment.

(c) If there is no appropriate safe job available, then the employee may be entitled to paid no safe job leave or unpaid no safe job leave.

(d) An ("**appropriate safe job**") is a safe job that has:

- (1) the same ordinary hours of work as the employee's present position; or
- (2) a different number of ordinary hours agreed to by the employee.

(e) If the employee is transferred to an appropriate safe job for the risk period, the employer must pay the employee for the safe job at the employee's full rate of pay (for the position she was in before the transfer) for the hours that she works in the risk period.

(f) If the employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.

- (g) Without limiting subclause (a), an employer may require the evidence to be a medical certificate.
- (h) Paid no safe job leave will be payable to an employee at their base rate of pay, for their ordinary hours of work during the risk period if:
 - (1) the above subclause (x)(a)-(g) applies to the employee; and
 - (2) the employee is entitled to unpaid parental leave in accordance with the *Fair Work Act 2009*; and
 - (3) the employee has complied with any applicable notice and evidence requirements in accordance with the Act for taking unpaid parental leave.
- (i) An employee is entitled to unpaid no safe job leave during the risk period if:
 - (1) the above subclause (x)(a)-(g) applies to the employee; and
 - (2) the employee is not entitled to unpaid parental leave; and
 - (3) if required by the employer – the employee has given evidence that satisfies the employer of the pregnancy.
- (j) Without limiting subclause (i)(3), an employer may require the evidence to be a medical certificate.

(xi) Unpaid Special Maternity Leave

If, because of an illness associated with her pregnancy an employee is unable to continue to work because:

- (a) she has a pregnancy-related illness; or
- (b) she has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.

then she is entitled to a period unpaid special maternity leave in accordance with the applicable provisions of the *Fair Work Act 2009* (Cth).

(xii) Miscarriages

In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions.

(xiii) Stillbirth

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave, 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.

(xiv) 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. Should an employee return to duty during the period of paid maternity leave, such paid leave

ceases from the date duties are resumed.

(xv) 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 to which the employee is capable or qualified.

(xvi) Keeping in touch days

(a) This Subclause does not prevent an employee from performing work for his or her employer on a keeping in touch day while he or she is taking unpaid parental leave. If the employee does so, the performance of that work does not break the continuity of the period of unpaid parental leave.

(b) A day on which the employee performs work for the employer during the period of leave is a (“**keeping in touch day**”) if:

(1) the purpose of performing the work is to enable the employee to keep in touch with his or her employment in order to facilitate a return to that employment after the end of the period of leave; and

(2) both the employee and the employer consent to the employee performing work for the employer on that day; and

(3) the day is not within:

i. if the employee suggested or requested that he or she perform work for the employer on that day--14 days after the date of birth, or day of placement, of the child to which the period of leave relates; or

ii. otherwise--42 days after the date of birth, or day of placement, of the child; and

(4) the employee has not already performed work for the employer or another entity on 10 days during the period of leave that were keeping in touch days.

The duration of the work the employee performs on that day is not relevant for the purposes of this subsection.

NOTE: The employer will be obliged, under the relevant contract of employment or industrial instrument, to pay the employee for performing work on a keeping in touch day.

(c) The employer must not unduly influence or unduly pressure an employee to consent to performing work on a keeping in touch day.

(d) For the purposes of paragraph (b)(4), treat as two separate periods of unpaid parental leave:

(1) a period of unpaid parental leave taken during the employee's available parental leave period; and

- (2) a period of unpaid parental leave taken as an extension of the leave referred to in paragraph (1) for a further period immediately following the end of the available parental leave period.

(xvii) Further Pregnancy While on Maternity Leave

Where an employee becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If an employee enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases.

An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under subclause (iv)(a) of Part A of this clause or subclause (i)(b) of Part D of this clause is entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on maternity leave).

An employee who commences a subsequent period of maternity leave during the first 12 months of a return to duty on a part time basis as provided under subclause (i)(c) of Part D of this clause is entitled to be paid at their substantive full time rate for the subsequent period of maternity leave.

An employee who commences a subsequent period of maternity leave more than 12 months after returning to duty on a part time basis under subclause (i)(c) of Part D of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part time rate.

B. Adoption Leave

(i) Eligibility

All full time and permanent part time employees who are adopting a child and are to be the primary care giver of the child are eligible for unpaid adoption leave.

To be eligible for paid adoption leave a full time or permanent part-time employee must also have completed at least 40 weeks continuous service prior to the date of taking custody of the child.

An employee who has once met the conditions of paid adoption leave, will not be required to again work the 40 weeks continuous service in order to qualify for further periods of paid adoption 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 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 *Worker's Compensation Act 1987* (NSW).

(ii) Portability of Service for Paid Adoption Leave

As per maternity leave conditions.

(iii) Entitlement

(a) Paid Adoption Leave

Eligible employees are entitled to paid adoption leave of fourteen weeks at the ordinary rate of pay from and including the date of taking custody of the child.

Paid adoption leave may be paid:

- on a normal fortnightly basis; or
- in advance in a lump sum; or
- at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an employee to remain on full pay for that period.

(b) Unpaid Adoption Leave

Eligible employees are entitled to unpaid adoption leave as follows:

- where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;
- where the child is over the age of 12 months and under 18 years old - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.

(c) Unpaid Pre-adoption Leave

An employee is entitled to up to 2 days of unpaid pre-adoption leave to attend any interviews or examinations required in order to obtain approval for the employee's adoption of a child.

However, an employee is not entitled to take a period of unpaid pre-adoption leave if:

- the employee could instead take some other form of leave; and
- the employer directs the employee to take that other form of leave.

(iv) 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.

(v) Variation after Commencement of Leave

After commencing adoption leave, an employee may vary the period of leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

(vi) Staffing Provisions

As per maternity leave conditions.

(vii) Effect of Adoption Leave on Accrual of Leave, Increments, etc

As per maternity leave conditions.

(viii) Right to Return to Previous Position

As per maternity leave conditions.

C. Parental Leave

(i) Eligibility

To be eligible for parental leave a full time or permanent part-time employee must have completed at least 40 weeks continuous service prior to the expected date of birth or to the date of taking custody of the child.

An employee who has once met the conditions for paid parental leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid parental 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 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 NSW 1987*.

(ii) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

(iii) Entitlements

Eligible employees whose spouse or partner (including a same sex partner) is pregnant or is taking custody of a child, are entitled to a period of leave not exceeding 52 weeks, which includes one week of paid leave, and may be taken as follows:

- (a) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave), and
- (b) a further unbroken period in order to be the primary caregiver of the child (extended parental leave).
- (c) The entitlement of one week's paid leave may be taken at any time within the 52 week period and shall be paid:
 - (1) at the employees ordinary rate of pay for a period not exceeding one week on full pay, or

- (2) two weeks at half pay or the period of parental leave taken, whichever is the lesser period.
- (d) Extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave except as provided for in subclause (i)(a) of Part D Right to Request of this clause.

Annual and/or long service leave credits can be combined with periods of parental leave on half pay to enable an employee to remain on full pay for that period.

(iv) Applications

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

- (a) In the case of extended parental leave, the employee should give written notice of the intention to take the leave.
- (b) The employee must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.
- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
- (d) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - (1) if applicable, the period of any maternity leave sought or taken by his spouse, and
 - (2) that they are seeking the period of extended parental leave to become the primary care giver of the child.

(v) Variation after Commencement of Leave

After commencing parental leave, an employee may vary the period of her/his parental leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

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

As per maternity leave conditions.

(vii) Right to Return to Previous Position

As per maternity leave conditions.

D. Right to Request

- (i) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:
 - (a) to extend the period of simultaneous maternity, adoption or parental leave use up to a maximum of eight weeks;
 - (b) to extend the period of unpaid maternity, adoption or extended parental leave for a further continuous period of leave not exceeding 12 months;
 - (c) to return from a period of maternity, adoption or parental leave on a part time basis until the child reaches school age;
 - (d) to assist the employee in reconciling work and parental responsibilities.
- (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (iii) The employee's request and the employer's decision made under subclauses (i)(b) and (c) must be recorded in writing.
- (iv) Where an employee wishes to make a request under subclause (i)(c):
 - (a) the employee is to make an application for leave without pay to reduce their full time weekly hours of work.
 - (b) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given.
 - (c) 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.
 - (d) employees who return from leave under this arrangement remain full time employees. Therefore the payment of any part time allowance to such employees does not arise.

E. Communication During Leave

- (i) Where an employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing the leave; and
 - (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing the leave.

- (ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of the leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.
- (iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause (i).

NOTE:

- (a) The entitlement to maternity, adoption and parental leave for part-time employees who receive an adjusted hourly rate (as defined in clause 8, Part 2, in this Agreement), along with casual employees, are in accordance with the provisions of Division 5 of Part 2-2, Parental Leave and Related Entitlements of the *Fair Work Act 2009* (Cth) and/or Corporation Determination.
- (b) Where a casual employee is entitled to parental leave under the *Fair Work Act 2009* (Cth), the following provisions shall also apply in addition to those set out in the Act.

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

- the employee or employee's spouse is pregnant; or
- the employee is or has been immediately absent on parental leave.

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

- (c) Part time employees who receive an adjusted hourly rate are also entitled to the provisions of Part D Right to Request and Part E Communication During Leave of this clause.
- (d) Liability for Superannuation Contributions

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

30A. LACTATION BREAKS

- (i) This clause applies to employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this agreement.
- (ii) A full time employee or a part time employee working more than four hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each day or per shift.
- (iii) A part time employee working four hours or less on any day or shift is entitled to only one paid lactation break of up to 30 minutes each day or per shift worked.
- (iv) A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.
- (v) The employer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk. Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussion between the manager and the employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- (vi) Employees experiencing difficulties in effecting the transition from home based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline or the Public Health System.
- (vii) Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilize sick leave or other leave in accordance with this agreement.

31. REDUNDANCY-MANAGING DISPLACED EMPLOYEES

Employees shall be entitled to the provisions of Health Department Policy Directive 2012_021 – Managing Excess Staff of the NSW Health Service, or as amended or replaced from time to time.

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32. FAMILY AND COMMUNITY SERVICES LEAVE, PERSONAL/CARERS' LEAVE, FAMILY AND DOMESTIC VIOLENCE LEAVE AND COMPASSIONATE LEAVE

- (i) Family and Community Services (FACS) Leave, Personal/Carer's Leave, Family and Domestic Violence Leave and Compassionate Leave are separate, stand alone entitlements.
- (ii) The provisions outlined in Parts A, B, D and E of this clause are available to all employees covered by this Agreement, other than casual employees as defined in subclause (iii) below.
- (iii) Casual employees as defined in the Health Industry Status of Employment Schedule are entitled to the provisions outlined in Part C of this clause.

A. FACS Leave

- (i) FACS Leave - General

- (a) For the purpose of this clause relating to FACS leave:

“relative” means a person either related by blood, marriage or affinity or a same sex partner who lives with the employee as the defacto partner of that employee on a bona fide domestic basis;

“affinity” means a relationship, including a defacto relationship, that one spouse has to blood relatives of the other.

“household” means a family group living in the same domestic dwelling.

- (b) The employer may grant FACS leave to an employee:

- (1) to provide care and/or support for sick members of the employee's relatives or household; or
 - (2) for reasons related to the family responsibilities of the employee (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or
 - (3) for reasons related to the performance of community service by the employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
 - (4) in a case of pressing necessity (e.g. where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).

- (ii) FACS leave is separate to compassionate leave.
 - (iii) An employee is not to be granted FACS leave for attendance at court to answer a criminal charge, unless the employer approves the grant of leave in the particular case.

Applications for FACS leave to attend court, for reasons other than criminal charges, will be assessed on an individual basis.

(iv) FACS Leave – Entitlement

- (a) The maximum amount of FACS leave on full pay that may be granted to an employee is:
- (1) 3 working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of 2 years; or
 - (2) 1 working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of FACS leave already taken by the employee since 1 January 1995,

whichever method provides the greater entitlement.

- (b) For the purposes of calculating entitlements under (vi)(a)(1) and (2) above, a working day for employees working 38 hours per week shall be deemed to consist of 8 hours, and a working day for employees working 35 hours per week shall be deemed to consist of 7 hours. The rate at which FACS leave is paid out and utilised shall be on actual hours absent from a rostered shift.

Example A: An employee working 38 hours per week will have an entitlement, in their first year of employment, to 24 hours of FACS leave. If the employee take FACS leave for a full 10 hour shift, the employee would be debited 10 hours of FACS leave.

Example B: An employee working 35 hours per week will have an entitlement, in their first year of employment, to 21 hours of FACS leave. If the employee takes FACS leave for a full 7 hour shift, the employee would be debited 7 hours of FACS leave.

Example C: An employee, employed prior to 1 January 1995, applies for FACS leave on 20 February 1997. The employee is entitled to 6 days in any period of two years. Therefore, to calculate the employee's available FACS leave as at 20 February 1997, add all FACS leave taken from 21 February 1995 to 20 February 1997 and deduct that amount from the 6 days entitlement.

- (c) FACS leave is available to part-time employees on a pro rata basis, based on the average number of hours worked per week. A working day shall consist of one-fifth of the employee's average weekly hours during the preceding 12 months or during the employee's period of employment, whichever is the lesser period.

Example: An employee working an average of 30 hours per week will have an entitlement, in his/her first year of employment, of 18 hours of FACS leave. If the employee takes FACS leave for a full rostered shift e.g. of 4 hours, the employee would be debited 4 hours of FACS leave. Likewise, if the employee was rostered for 8 hours and was absent for the full 8 hours on FACS leave, he/she would be debited 8 hours of FACS leave.

(v) Use of other leave entitlements

The employer may grant an employee other leave entitlements for reasons related to family responsibilities or community service, by the employee.

An employee may elect, with the consent of the employer, to take annual leave; long service leave; or leave without pay.

B. Personal/Carer's Leave

(i) Use of sick leave to care for the person concerned – definitions

A person who needs the employee's care and support is referred to as the "person concerned" and is:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purpose of this clause relating to Personal/Carer's Leave:

"relative" means a person related by blood, marriage or affinity;

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

"household" means a family group living in the same domestic dwelling.

(ii) Use of sick leave to care for the person concerned – entitlement

- (a) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) the employee being responsible for the care and support of the person concerned; and
 - (2) the person concerned being as defined in subclause (i) of Part B of this clause.
- (b) Other than a casual or any other employee who receives a loading in lieu of sick leave, an employee with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under (b) above, sick leave untaken may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) The employer may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in subclause (c) above.

- (e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, that the illness of the person concerned is such as to require care by another person.
 - (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
 - (g) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
 - (h) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
 - (i) In normal circumstances, the employee must not take leave under this part where another person has taken leave to care for the same person.
- (iii) Use of other leave entitlements

An employee may elect, with the consent of the employer, to take:

- (a) annual leave, including annual leave not exceeding 10 days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken. An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
 - (b) long service leave; or
 - (c) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (i) of Part B of this clause.
- (iv) Time off in lieu of payment of overtime
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election.
 - (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
 - (c) If, having elected to take time as leave in accordance with (iv)(a) above and 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 from the date the overtime was worked, or earlier by agreement, or on termination.
 - (d) Where no election is made in accordance with paragraph (iv)(a) above, the employee shall be paid overtime rates in accordance with the provisions of clause 9, Overtime.

- (v) Use of make-up time
 - (a) An employee may elect, with the consent of the employer, to work “make-up time”. “Make-up time” is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clause 4 of this Agreement, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work “make-up time” (under which the employee takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate which would have been applicable to the hours taken off.

C. Entitlements for Casual Employees

- (i) Bereavement entitlements for casual employees
 - (a) Casual employees are entitled to not be available to attend work or to leave work upon the death in Australia of a relative or member of a household as prescribed in subclause (i)(a) of Part A of this clause.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non- attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- (ii) Personal carers entitlement for casual employees
 - (a) Subject to the evidentiary and notice requirements in subclauses (ii)(e) – (h) of Part B of this clause casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (i) of Part B of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non- attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

D. Family and Domestic Violence Leave

- (i) An employee is entitled to unpaid family and domestic violence leave in accordance with the NES. The NES prevails and once the employee has exhausted their NES entitlement, they may use any additional entitlement to family and domestic violence leave and/or domestic and family violence leave beyond the NES (if any). Any additional entitlement will not be cumulative on the NES entitlement.

E. Compassionate Leave

- (i) An employee is entitled to compassionate leave in accordance with the NES.
- (ii) Compassionate Leave under clause 32E will apply in addition to clause 32A FACS Leave, however where an employee qualifies for leave referred to in clause 32A, the employee will not be entitled to any benefit or entitlement arising under clause 32E.

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33. MOBILITY, EXCESS FARES AND TRAVELLING

For the purpose of this clause accustomed place of work shall mean the location where an employee is regularly required to commence duty by the employer.

- (i) An employee shall be required to proceed to the accustomed place of work and return home once on each ordinary working day or shift in the employee's own time and at the employee's own expense.
- (ii)
 - (a) Where an employee is directed to report for duty to a place of work other than the employee's accustomed place of work the employee shall travel to and from the alternative place of work in the employer's time for those periods in excess of time normally taken to travel to and from the accustomed place of work.
 - (b) If the excess of travelling time on a particular day or shift is greater than the prescribed ordinary hours of duty for the particular category of staff for that day or shift, then the excess of hours shall be paid at the ordinary rate of pay to the extent of travelling time.
 - (c) Fares incurred by such employee in excess of the fares normally incurred in travelling to the employee's accustomed place of work and returning home from the accustomed place of work shall be reimbursed.
 - (d) Where the employee is required to report to an alternative place of work and has the prior approval of the employer to travel by his/her own mode of conveyance, the employee shall be paid a kilometre allowance for kilometres travelled in excess of the kilometres the employee normally travels between the accustomed place of work and home. The kilometre allowance will be prescribed from time to time by the *Crown Employees (Public Service Conditions of Employment) Award*.
- (iii)
 - (a) Where an employer has determined that an employee or employees should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected employee(s) and the Union, or other elected representative as nominated by the employees prior to notice of changed accustomed place of work being given.
 - (b) The employer shall give the employee reasonable notice of the requirement to report to a new accustomed place of work. For the purpose of this subclause "reasonable notice" shall be one calendar month prior to the date the employee is first required to report to the new accustomed place of work.
 - (c) Where the accustomed place of work is changed on a permanent basis by the employer, the employee shall report to the new accustomed place of work on the date specified by the employer.
 - (d) If there is disagreement about such a decision after such discussion or if a significant number of employees are involved, the matter should be referred to the CEO, who will discuss the matter with the Employees and the Union, or other elected representative as nominated by the employees and will determine the date upon which notice will be given to employee(s).
- (iv)
 - (a) The provision of this clause shall not apply to an employee appointed to regularly perform relief duties or to employees specifically employed to perform duties at more than one place of work except as provided in (b) hereunder.

- (b) If a reliever incurs fares in excess of \$5.11 per day in travelling to and from the relief site, the excess shall be reimbursed.

Where a reliever, with the prior approval of the employer, travels by his/her own mode of conveyance and incurs travelling costs in excess of \$5.11 per day to and from the relief site, such excess shall be reimbursed. The rate applicable shall be the kilometre allowance prescribed from time to time by the *Crown Employees (Public Service Conditions of Employment) Award* less \$5.11.

* This \$5.11 shall be reviewed annually by the employer.

- (v) No payment shall be made under this clause unless the employer is satisfied that the employee has incurred additional expenditure in having to report to an alternative place of work, at the direction of the employer.
- (vi) Travel to an alternative place of work, either by public transport or own mode of conveyance, shall in all instances be by the most direct route.

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34. LABOUR FLEXIBILITY

- (i) The employer may direct an employee to carry out such duties as are reasonable, and within the limits of the employee's skill, competence and training consistent with employee's classification, grouping and/or career stream provided that such duties are not designed to promote deskilling.
- (ii) The employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of such tools and equipment.
- (iii) Any direction issued by the employer pursuant to sub-clause (i) and (ii) shall be consistent with the employer's responsibilities to provide a safe and healthy work environment.
- (iv) Existing provisions with respect to the payment of higher duties allowances shall apply in such circumstances.

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35. SALARY PACKAGING

- (i) By agreement with their employer, employees may elect to package part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in the NSW Health Policy Directive PD2018_044 Salary Packaging Policy and Procedure Manual, as amended or replaced from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this Agreement, the combined amount of salary packaging/sacrificing may be up to 100 per cent of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in paragraph (iv) below.

- (ii) Where an employee elects to package an amount of salary:
- (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to PAYE taxation deductions by that packaged amount.
- (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this Agreement 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 this Agreement in the absence of any salary packaging or salary sacrificing made under this Agreement.
- (c) 'Salary' for the purpose of this clause, for superannuation purposes, and for the calculation of entitlements, shall mean the Agreement salary as specified in Salary Tables, Part B. Salaries, and which shall include 'approved employment benefits' which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (iii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.
- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and area health services, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre-tax dollars.
- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and area health services is subject to prevailing Australian taxation laws.
- (vi) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the NSW Health Policy Directive PD2018_044 Salary Packaging Policy and Procedure Manual as amended or replaced from time to time.

- (vii) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
- (viii) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
- (ix) The employer and the employee shall comply with the procedures set out in the NSW Health Policy Directive PD2018_044 Salary Packaging Policy and Procedure Manual as amended or replaced from time to time.

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36. REASONABLE HOURS

- (i) Subject to sub-clause (ii) the employer may require an employee to work reasonable overtime at overtime rates unless or as otherwise provided for under the Agreement.
- (ii) The employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (iii) For the purposes of sub-clause (ii) what is unreasonable or otherwise will be determined having regard to:
 - (a) any risk to employee health and safety.
 - (b) The employee's personal circumstances including any family and carer responsibilities.
 - (c) The needs of the workplace or enterprise.
 - (d) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) Any other relevant matter.

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37. SALARY SACRIFICE TO SUPERANNUATION

- (i) Notwithstanding the salaries prescribed in Salary Tables, Part B. Salaries as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under Clause 35, Salary Packaging, of this Agreement may be made up to one hundred (100) per cent of the salary payable under the salaries clause, or up to one hundred (100) per cent of the currently applicable superannuable salary, whichever is the lesser.

In this clause, 'superannuable salary' means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.

- (ii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
- (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
- (b) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
- (c) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly workers' compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under this Agreement or any applicable, 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 this Agreement in the absence of any salary sacrifice to superannuation made under this Agreement.
- (iv) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
- (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* (NSW) as optional employer contributions; or
- (b) subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) Where the employee is a member of a superannuation scheme established under:
- (a) *the Police Regulation (Superannuation) Act 1906* (NSW);
- (b) *the Superannuation Act 1916* (NSW);

- (c) *the State Authorities Superannuation Act 1987 (NSW);*
- (d) *the State Authorities Non-contributory Superannuation Act 1987 (NSW); or*
- (e) *the First State Superannuation Act 1992 (NSW).*

The employee's employer must ensure that the amount of any additional employer superannuation contributions specified in subclause (i) above is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (vi) above, the employer will continue to base contributions to that fund on the salary payable under Salary Tables, Part B. Salaries of this Agreement to the same extent as applied before the employee sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented

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38. UNION REPRESENTATIVE

An employee appointed Union Representative shall upon notification thereof in writing, to the employer, be recognised as the accredited representative of the Union and shall be allowed the necessary time, during working hours, to interview the employer on matters affecting employees.

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39. NOTICE BOARDS

The hospital or health institution shall permit a notice board of reasonable dimensions to be erected in a prominent position upon which the Union representatives shall be permitted to post Union notices.

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40. NO EXTRA CLAIMS

Other than as provided for in the *Fair Work Act 2009* (Cth) there shall be no further claims/demands or proceedings instituted before the Fair Work Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the agreement that take effect prior to 30 June 2022.

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41. REMUNERATION

Employees covered by this Agreement shall be paid in accordance with the salary table as set out at Part B. The parties agree that any increase to wages or allowances under the: *Hospital Scientists (State) Award*; *Health Professional and Medical Salaries (State) Award*; *Health Industry Status of Employment (State) Award*; *Public Hospital Medical Physicists (State) Award* and *Public Hospitals (Professionals and Associated Staff) Conditions of Employment (State) Award*, as amended from time to time and insofar as any such Award is relevant to any employee, will be reflected as increases in this Agreement. In accordance with section 206 of the *Fair Work Act 2009* (Cth) during the life of this agreement, the base rate of pay for employees covered by this agreement will not be less than the base rate of pay that would be payable to the employee under the *Health Professionals and Support Services Award 2010*.

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42. CEREMONIAL LEAVE

An employee who is legitimately required by aboriginal tradition to be absent from work for aboriginal ceremonial purposes will be entitled to up to ten working days unpaid leave in any one year with the approval of the employer.

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43. NATIONAL EMPLOYMENT STANDARDS TO PREVAIL

This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

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PUBLIC HOSPITAL MEDICAL PHYSICISTS SCHEDULE

1. Definitions

“**ACPSEM**” means the Australasian College of Physical Scientists and Engineers in Medicine.

“**Accredited Medical Physicist**” means a Medical Physicist who has been awarded accreditation by the relevant ACPSEM accreditation panel for a Medical Physics specialty, or by another suitably recognised accreditation body acceptable to the Secretary. Such specialties include, but are not limited to Radiation Oncology, Nuclear Medicine, and Diagnostic Radiology.

“**Non-Accredited Medical Physicist**” means a person who is employed as a Medical Physicist but who does not satisfy the definition of an “Accredited Medical Physics Specialist” under this Agreement. For salary purposes, a non-accredited Medical Physicist is to be translated to the appropriate classification and rate as shown in Salary Tables, Part B - Salary Rates for Non-Accredited Medical Physicists”, until such time as they satisfy the accreditation process. The rates for non-accredited Medical Physicists are discounted by 10% at the Medical Physics Specialist level, by 4% at the Senior Medical Physics Specialist level, and by 3% at the Principal Medical Physics Specialist and Director levels.

“**Medical Physicist**” is a generic description for the purposes of this Agreement. It refers to all persons employed as a Medical Physics Registrar, and also employed in either capacity of an accredited or non-accredited Medical Physics Specialist, Senior Medical Physics Specialist, Principal Medical Physics Specialist and Director, Medical Physics Specialist.

“**Medical Physics Registrar**” means a person who is employed and undergoing training, including but not limited to the “Training, Education and Accreditation Program” (TEAP), in a medical physics specialty towards obtaining accreditation by ACPSEM, or such other accreditation body acceptable to the Secretary.

“**Medical Physics Specialist**” means a person with qualifications and clinical experience acceptable to the Secretary and ACPSEM, or such other accreditation body acceptable to the Secretary, and who is qualified to be employed under this Agreement as a Medical Physics Specialist.

“**Senior Medical Physics Specialist**” means a Medical Physics Specialist with 5 years post-accreditation as a Medical Physics Specialist and whose progression has been approved by the progression committee as per the determined criteria.

“**Principal Medical Physics Specialist**” means a Senior Medical Physics Specialist year 4 whose progression to this level has been approved by the progression committee as per the determined criteria.

“**Director Medical Physics Specialist**” means a Medical Physics Specialist with experience and competency at least equivalent to that of a Senior Medical Physics Specialist Year 4, with direct supervision of at least two other Medical Physics Specialist (or higher grade) and who meets one of the following criteria:

- is responsible for a physics specialty at a site
- is responsible for multiple specialties at a site,
- is responsible for a single specialty across multiple sites (including responsibility for Directors of a specialty)

The Director will be appointed at a level dependent on the number of FTE Medical Physics Specialists (or higher grade) under line supervision:

Level 1; 2 to 5

Level 2; >5 to 10

Level 3: >10

2. Conditions of Employment

For the purposes of establishing such conditions, the following classifications in this Agreement of “Medical Physics Registrar” and “Medical Physics Specialist Year 1” will be afforded the conditions available to the classification of Hospital Scientist in this Agreement.

For the purposes of establishing such conditions, the following classifications in this Agreement of “Medical Physics Specialist Year 2 – Year 5” inclusive, will be afforded the conditions available to the classification of Senior Hospital Scientist in the this Agreement

Further, for the purposes of establishing such conditions, the following classifications in this Agreement of “Senior Medical Physics Specialist” and “Director Medical Physics Specialist” will be afforded the conditions available to the classification of Principal Hospital Scientist in the this Agreement

3. Progression of Medical Physicist

Progression Committee. A committee consisting of three Director or Principal Medical Physics Specialists, at least two of whom are in the same specialty as the applicant, shall be constituted consider and, if appropriate, recommend to the NSW Department of Health upon application by the employing area health service:

- (i) The promotion of a Medical Physics Specialist to Senior Medical Physics Specialist
- (ii) The promotion of a Senior Medical Physics Specialist to Principal Medical Physics Specialist.

HEALTH INDUSTRY STATUS OF EMPLOYMENT SCHEDULE

1. Definitions

“**Casual employee**” means a person who may be engaged on an hourly basis, for a period which does not extend beyond one week, to provide services related to the unexpected absence of temporary, permanent or exempt employees. This provision may also encompass short-term employment associated with unanticipated peak demands.

“**Temporary employee**” means a person who is engaged as an employee for a period not exceeding 13 weeks, provided that fixed term contracts of employment, whether for periods greater or lesser than 13 weeks, must not be offered in preference to ongoing contracts.

“**Permanent employee**” means a person appointed as such or a person who has worked in the same position, including a permanent relief position, for a continuous period of 13 weeks other than as an exempt employee. Permanency is subject to the outcome of any appeal process.

“**Exempt employee**” means a person who is engaged for a continuous period and whose employment involves:

- relief for periods in excess of 13 weeks during the absence of existing employees or;
- specific projects which are time limited or;
- functions which involve funding for a specific period and which is not of a recurrent nature or;
- forthcoming service reductions which have a predetermined date.
- Exempt employees as defined do not attract casual or temporary loadings.

“**Continuous period of employment**” means an uninterrupted period of 13 weeks employment involving at least one shift per week in that period, but does not refer to exempt employees as defined.

2. Principles

- 2.1 Employees who are engaged in meaningful work on a continuing basis are entitled to an expectation of permanency of employment subject to the provisions of this Schedule.
- 2.2 It is the responsibility of the employer to ensure that all employees, upon engagement and at all appropriate times, are correctly classified as exempt, casual, temporary, or permanent according to the above definitions.
- 2.3 Where a person changes from casual to either temporary or permanent, the employment status of the person is deemed to have changed automatically.
- 2.4 During the period of continuing employment the status of an employee cannot be changed from permanent to temporary or casual or from temporary to casual, without the prior written consent of the employee.
- 2.5 All permanent employees are required as part of their contract of employment, to use their best endeavours to provide four weeks notice of their intention to terminate their employment contract.

- 2.6 Any position which would involve the employment of an exempt, temporary or permanent employee, upon falling vacant, will, where such a position continues to be required in its current form by the Health Service, be advertised within the Health Service and/or external to the Health Service. Positions should be filled under the merit principle of selection.
- 2.7 A person who, by definition, is a temporary employee for a period of less than 13 weeks may be re-engaged by the same Health Service under more than one employment contract provided the aggregate period of the contracts, where consecutive, does not exceed 13 weeks.
- 2.8 Where the employee is retained beyond a continuous period of 13 weeks in the same position the employee is deemed to be permanent, subject to the outcome of any appeal. The application of this sub clause shall not be applied in a manner which is inconsistent with legislation or Government recruitment and employment policy, as varied from time to time. This subclause does not apply to an exempt employee as defined.

3. Loadings

- 3.1 Casual Employees - A casual employee will be paid for the number of hours worked each week at an hourly rate, calculated at the same hourly rate as prescribed for a full time employee in the same classification and grade plus 20 per cent loading. A minimum payment of 2 hours at ordinary pay on each occasion the employee commences a shift will apply.
- 3.2 Temporary Employees - A temporary employee shall be paid for the number of hours worked each week on an hourly rate calculated at the same hourly rate as prescribed for a full time employee in the same classification plus 10 per cent loading. The loading shall cease to apply if:
- (i) the period of employment extends beyond 13 weeks
 - (ii) the employer and the employee agree, during the period of 13 weeks, that the employee will be employed on a permanent basis.

4. Arrangements for Existing Part-Time Workers

- 4.1 Payment of 15% Allowance - Persons engaged as at 1 January 2000 and who were paid the 15% loading at that date will continue to receive that loading but only for the remainder of the existing part time employment contract. Receipt of the allowance will cease if the contract is completed or where an employee requests a transfer or is promoted to another position.
- 4.2 Conditions - Persons covered by clause 4.1 of this clause will, for the duration of any existing part-time employment contract and while remaining in their current position, retain existing part-time provisions. They will not be entitled to pro rata entitlements as outlined elsewhere within this Agreement.

5. Process for Resolving Inconsistencies

To the extent that any inconsistency exists between the conditions provided by this Schedule and that provided by this Agreement, including any other schedules contained in the Agreement, this Schedule will prevail.

HEALTH PROFESSIONALS AND MEDICAL SALARIES SCHEDULE

1. Definitions

Unless the context otherwise indicates or requires the several expressions hereunder defined shall have their respective meaning assigned to them:

"**ADA**" means the adjusted daily average of occupied beds calculated in accordance with the following formula:

$$\text{ADA} = \text{Daily Average} + \text{Neo-natal Adjustment} + \text{Non-inpatient Adjustment}$$

Where:

$$\text{Daily} = \frac{\text{Total Occupied Bed Days for Period Less Unqualified Baby Bed Days}}{\text{Average Number of Days in the Period}}$$

$$\text{Neo-natal Adjustment} = \frac{\text{Total Bed Days of Unqualified Babies for the Period}}{2 \times \text{Number of Days in the Period}}$$

$$\text{Non inpatient Adjustment} = \frac{\text{Total NIOOS Equivalents for the Period}}{10 \times \text{Number of Days in the Period}}$$

NOTE: Total NIOOS Equivalents for the Period equals the individual NIOOS plus the equivalent number of Group NIOOS (Non-inpatient Group Sessions x 1.3) plus the equivalent number of Dental NIOOS (Non-inpatient Dental Flow x 3.8)

PART B

MONETARY RATES

Salary Tables

Table 1 – Health Professionals and Medical Salaries

Table 2 – Accredited Medical Physicists Salaries

Table 3 – Non Accredited Medical Physicists Salaries

Allowance Tables

Table 1 – Hospital Scientists Award Allowances

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SALARY TABLES

TABLE 1 – HEALTH PROFESSIONALS AND MEDICAL SALARIES

CLASSIFICATION	\$ Rate from the first full pay period on or after 1.7.2019
HOSPITAL SCIENTISTS / MEDICAL TECHNOLOGISTS	
CHIEF HOSPITAL SCIENTIST	
If sole Hospital Scientist in a hospital or in-charge of other Hospital Scientists or trainees at Hospitals having an ADA of occupied beds of:	
Less than 200 ADA	
1st year	2,262.31
2nd year	2,325.25
3rd year and thereafter	2,404.14
If in-charge of other Hospital Scientists or trainees at hospitals having an ADA of occupied beds of:	
Over 200 ADA	
1st year	2,404.14
2nd year	2,477.27
3rd year and thereafter	2,539.57
ALLOWANCE	
Provided that where a Chief Hospital Scientist is the holder of a Fellowship of the Australian Institute of Medical Technology shall be paid an allowance of:	
Fellowship of A.I.M.T. (p/week)	61.80
SENIOR HOSPITAL SCIENTIST (senior medical technologist in- charge of section)	
1st year	1,919.16
2nd year	1,983.68
3rd year and thereafter	2,038.96
HOSPITAL SCIENTIST (MEDICAL TECHNOLOGISTS)	
1st year	1,231.96
2nd year	1,277.98
3rd year	1,356.78
4th year	1,449.66
5th year	1,549.67
6th year	1,648.53
7th year	1,728.70
8th year	1,784.48
HOSPITAL SCIENTIST (SCIENTIFIC OFFICER)	
1st year	1,231.96
2nd year	1,277.98
3rd year	1,356.78
4th year	1,449.66

CLASSIFICATION	\$ Rate from the first full pay period on or after 1.7.2019
5th year	1,549.67
6th year	1,648.53
7th year	1,728.70
8th year & thereafter	1,784.48
CLASSIFICATION	\$ Rate from the first full pay period on or after 1.7.2019
SENIOR OR CHIEF HOSPITAL SCIENTIST (senior scientific officer)	
1st year	1,919.60
2nd year	1,983.68
3rd year	2,038.96
4th year	2,262.31
5th year	2,325.25
6th year	2,404.14
7th year	2,477.27
8th year & thereafter	2,539.57
ALLOWANCES	
<p>Provided that a Senior Hospital Scientist shall not progress beyond the salary prescribed for the third year of the scale unless such officer holds a post-graduate degree in Science at least equivalent to the degree of Master of Science of an approved university or has been admitted as a Member of the Australian Association of Clinical Biochemists or holds such qualifications as are deemed equivalent.</p>	
<p>Provided further that any Senior Hospital Scientist in receipt of the fourth year of service rate and above or Principal Hospital Scientist who holds the degree of Master of Science or is a Fellow of the Australian Institute of Medical Laboratory Scientists or holds appropriate equivalent qualifications shall be paid the following allowance:</p>	
Senior/Principal H.S. Master of Science (p/week)	65.80
PRINCIPAL HOSPITAL SCIENTIST (Principal Scientific Officer)	
1st year	2,720.80
2nd year	2,788.68
3rd year	2,863.79
4th year	2,931.98
5th year	3,003.11
6th year	3,073.30
7th year	3,144.21
8th year	3,216.16
9th year	3,285.94
10th year & thereafter	3,358.65
<p>Provided that a Principal Hospital Scientist shall not progress beyond the salary prescribed for the fourth year of the scale unless such officer holds a post-graduate degree in Science at least equivalent to the Degree of Doctor of Philosophy of an approved university or has been admitted as a Fellow of the Australian Association of Clinical Biochemists, or holds such qualifications as are deemed equivalent.</p>	

CLASSIFICATION	\$ Rate from the first full pay period on or after 1.7.2019
TRAINEE HOSPITAL SCIENTIST	
1st year	666.40
2nd year	720.93
3rd year	829.37
4th year	950.50
5th year	1,069.32
6th year	1,177.75
<p>The commencing salary of the Trainee Hospital Scientist who on appointment has completed part of a degree course shall be fixed having regard to that part of the course that has been successfully completed.</p> <p>Provided that each year of full-time or part-time study for an appropriate degree combined with employment as a Trainee Hospital Scientist shall be considered for salary purposes as the equivalent of one year's service in the Trainee Hospital Scientist scale.</p>	
SENIOR HOSPITAL SCIENTIST IN-CHARGE OF SECTION	
1st year	1,919.60
2nd year	1,983.68
3rd year	2,038.96
SENIOR OR CHIEF HOSPITAL SCIENTIST IN-CHARGE OF LAB	
Less than 200 ADA	
1st year	2,262.31
2nd year	2,325.25
3rd year	2,404.14
More than 200 ADA	
1st year	2,404.14
2nd year	2,477.27
3rd year	2,539.57

TABLE 2 – ACCREDITED MEDICAL PHYSICISTS SALARIES

Year of Service/Level	\$ Rate of Pay from the first full pay period on or after 1.7.2019
Medical Physics Registrar	
Year 1	70,586
Year 2	78,429
Year 3	86,276
Year 4	94,124
Year 5	101,953
Medical Physics Specialist	
Year 1	117,646
Year 2	133,337
Year 3	149,012
Year 4	164,704
Year 5	180,383
Senior Medical Physics Specialist	
Year 1	188,230
Year 2	196,076
Year 3	203,922
Year 4	211,766
Principal Medical Physics Specialist	
Year 1	219,597
Director Medical Physics Specialist	
Level 1	219,597
Level 2	230,591
Level 3	243,134

TABLE 2 - NON-ACCREDITED MEDICAL PHYSICISTS SALARY RATES

Year of Service/Level	\$ Rate of Pay from the first full pay period on or after 1.7.2019
Medical Physics Registrar	
Year 1	70,586
Year 2	78,429
Year 3	86,276
Year 4	94,124
Year 5	101,953
Medical Physics Specialist * (-10%)	
Year 1	105,881
Year 2	120,003
Year 3	134,111
Year 4	148,234
Year 5	162,345
Senior Medical Physics Specialist # (-4%)	
Year 1	180,701
Year 2	188,233
Year 3	195,765
Year 4	203,295
Principal Medical Physics Specialist ≠ (-3%)	
Year 1	213,009
Director Medical Physics Specialist ≠ (-3%)	
Level 1	213,009
Level 2	223,673
Level 3	235,840

ALLOWANCE TABLES

TABLE 1 – HOSPITAL SCIENTISTS AWARD ALLOWANCES

Item No.	Clause No.	Description	\$ Rate from the first full pay period on or after 1.7.2019
1	7	On call – per 24 hours or any part thereof	12.50
2	10(i)	Meal Allowance for overtime:	
		(a) Breakfast at or before 6.00am	30.60
		(c) Lunch beyond 2.00pm. Saturdays, Sundays or Holidays	30.60
		(b) Evening at least 1 hour after normal ceasing time and extends beyond or is worked wholly after 7.00pm	30.60
3	20	Uniform and Laundry Allowance:	
		(iii) - Uniform	2.63 p/week
		(iv) - Laundry	2.74 p/week
4	21	(i) Allowances for persons employed in hospitals upon or west of the line commencing at Tocumwal, etc	3.75 p/week
		(ii) Allowance for persons employed in hospitals upon or west of the line commencing at Murray River etc.	7.29 p/week

Signed for and on behalf of St Vincent's Hospital Sydney Limited, as a bargaining representative by its duly authorised officer:

.....

Full name:
Authority:
Address:

.....

WITNESS

Full name:
Authority:
Address:

Signed for and on behalf of Calvary Mater Newcastle, as a bargaining representative by its duly authorised officer:

.....

Full name:
Authority:
Address:

.....

WITNESS

Full name:
Authority:
Address:

