1. **Arrangement**

1. Arrangement ........................................................................................................2
2. Part 1 - Application and Operation................................................................. 3
3. Title ..................................................................................................................... 3
4. Parties and term ................................................................................................. 4
5. Duration ............................................................................................................. 4
6. Intentions ........................................................................................................... 4
7. Definitions ......................................................................................................... 4
8. Agreement Flexibility ....................................................................................... 9
9. Part 2 - Consultation and Dispute Resolution ................................................... 10
10. Grievance Procedures ...................................................................................... 10
11. Labour Flexibility ............................................................................................ 11
12. Transfer of Business ....................................................................................... 11
13. Notice Board ................................................................................................... 11
14. Anti-Discrimination ......................................................................................... 12
15. Part 3 - Wages and Related Matters ............................................................... 12
16. Grading Structures Clerical & Administrative Employees ............................. 12
17. Wages ............................................................................................................. 14
18. Payment and Particulars of Wages ................................................................. 14
19. Allowances for Special Working Conditions ................................................... 16
20. Kilometre Allowance ....................................................................................... 17
21. Uniforms and Protective Clothing ................................................................. 17
22. Part 4 - Termination of Employment ............................................................... 20
23. Introduction of Change .................................................................................... 20
24. Redundancy ..................................................................................................... 23
25. Termination of Employment .......................................................................... 23
26. Superannuation ............................................................................................... 18
27. Severance Pay ................................................................................................. 25
28. Remuneration packaging ............................................................................... 19
29. Relieving other Members of Staff (Higher Duties) .......................................... 20
30. Part 5 - Hours of Work and Related Matters .................................................. 27
31. Hours ............................................................................................................... 27
32. Roster of Hours ............................................................................................... 29
1. Part 1 - Application and Operation

2. Title

This Agreement shall be known as the Macquarie University Hospital/HSU New South Wales Branch Employees Agreement 2015-2017.
3. **Parties and term**

   (i) This agreement will be binding on:

   (a) MUH Operations No.2 Limited (ABN 46 141 203 135) Macquarie University Hospital (the employer) of 3 Technology Place, Macquarie University, North Ryde, NSW; and

   (b) HSU New South Wales Branch (ABN 93 728 534 595) of Level 2, 109 Pitt Street Sydney NSW 2000; and

   (c) The employees employed in the classifications listed in Clause 6 - Definitions and/or in Table 1 - Rates of Pay.

4. **Duration**

   This Agreement shall come into operation from the date of lodgement with Fair Work Commission and will have a nominal expiry date of 31 December 2017.

5. **Intentions**

   This Agreement is entered into on the understanding that it does not contravene any aspect of the Fair Work Act 2009 and relevant Regulations. Where any term of this Agreement contravenes legislation, such terms shall not apply. Where this Agreement is silent in whole or in part the relevant legislation shall apply.

6. **Definitions**

   "**Act**" means the Fair Work Act 2009 and associated regulations.


   "**Anaesthetics and Operating Theatre Technician**" means a person holding the diploma issued by the Society of Anaesthetic and Operating Theatre Technicians or equivalent, and who is wholly or mainly engaged in assembling checking, maintaining and monitoring equipment before, during and after operation.

   "**Clerical & Administrative Employees**" - An employee shall be graded in the grade where the principal function of his/her employment, as determined by the employer, is of a clerical nature and as described in Part A, Clerical and Administrative Employees, of Clause 14 - Grading Structures, of this Agreement.

   "**Chefs and Cooks**"-

   (i) "**Chef**" means a person whose duties may include the supervision of staff, the necessary instruction in all branches of cooking, and responsibility for requisitioning the items necessary for the preparation and serving of meals.
(ii) "Cook-Grade A" means a person employed by the hospital or facility having at the preceding 30 June an adjusted daily average of 50 or more occupied beds.

(iii) "Cook-Grade B" means a person employed as a cook, other than a Chef or Cook Grade A.

"Deputy Front Office Manager" means an employee employed as such who is required to perform management responsibilities as required as outlined in the position description in addition to the relevant duties prescribed in Part A, Clerical and Administrative Employees, of Clause 14 - Grading Structures of this Agreement.

"Front Office Manager" means an employee employed as such who is required to perform management responsibilities as outlined in the position description in addition to the relevant duties prescribed in Part A, Clerical and Administrative Employees, of Clause 14 - Grading Structures of this Agreement.

"General Service Officers" -

(i) "Grade I" means a person who performs any or all of the following duties: general cleaning duties; household chore type of duties; laundry duties using domestic machinery; and seamstress duties.

(ii) "Grade II" means a person who, in addition to the duties contained within Grade I, can perform any or all of the following duties: all cleaning associated with pots, pans, ovens, stoves, refrigerators or any other kitchen machinery; general kitchen cleaning; high cleaning; inside cleaning; outside cleaning; stripping or sealing floors; portering patients and/or heavy equipment; operation of industrial washing machines; cleaning of tooth and vomit bowls; sanitising of bed pans and other equipment; the cooking and/or preparation of light refreshments (e.g. eggs, toast, salads, etc.); the making of unoccupied beds; the provision of personal care; cleaning garbage bins; sweeping paths; keeping the outside of buildings clean and tidy; assisting the gardener in labouring duties under supervision; mowing lawns.

(iii) "Grade III" means a person who in addition to the duties contained within General Services Officer, Grade II, performs the duties of the previous classifications of handyperson and storeperson, or the duties of an assistant cook (meaning a person who, under the direct supervision of a chef or cook, assists in the preparation and serving of meals. The number of assistant cooks employed by the hospital or facility shall not exceed the number of cooks and/or chefs employed at the hospital or facility).

(iv) "Grade IV" means a person who, in addition to the duties contained within General Services Officer, Grade III, is wholly or substantially engaged in assisting a therapist or dietician with routine professional or personal care services. Such employees may have an appropriate qualification or experience deemed relevant by the employer.

"Handyperson" means a person who carries out repairs of a minor nature. Where tradesmen are not employed and the handyperson is required to perform work of a
tradesman, the employee shall be paid wages applicable to the trade for the time so spent.

"Leading Hand" means a person appointed as such by the employer, who is placed in charge of not less than two other employees of a substantially similar classification, but does not include any employees whose classification denotes supervisory responsibility (refer to allowance Item 10 of Table 2).

"Maintenance Supervisor" means a person appointed as such who has the overall responsibility for maintenance at the place of employment, who may be required to supervise other maintenance staff and who may hold a trade qualification.

"Monday to Friday Employee" means a permanent employee whose ordinary hours are those regularly worked Monday to Friday.

"Nauseous linen" is linen which has faecal or vomitus matter, is urine soaked where the urine is affected by medication or illness thus causing it to become nauseous and/or is bloody (not dried spots) and finally it is not in a sealed bags.

“Operating Theatre Assistant” means a person who transports and positions patients, goods, specimens and equipment within the Operating Suite and various departments within the organisation.

"Payroll Officer" shall mean an employee appointed as such and who has relevant knowledge and experience sufficient to enable them to administer the salary and payroll requirements of the organisation in accordance with the position description.

"Personal Assistant" shall mean an employee appointed as such who reports to senior management and is required to execute high level administrative functions in accordance with their position description.

"Private Hospital" means an establishment defined as such under the provisions of the Private Hospitals and Day Procedures Centres Act 1988, or any legislation which may replace that Act.

"Security Officer- Grade 2" means a person employed by the hospital and who performs in the following capacities:-

(i) to watch, guard or protect persons and/or premises and/or property;

(ii) to respond to basic fire/security alarms at their designated site/post;

(iii) as an employee stationed at an entrance and/or exit whose principal duties shall include the control of movement of persons, vehicles, good and/or property coming out of or going into premises or property, including vehicles carrying goods of any description to ensure that the quantity and description of such goods is in accordance with the requirements of the relevant document and/or pass gate.

(iv) has supervisory responsibilities and performs the duties of securing, watching, guarding and/or protecting as directed, including responses to alarm signals.
may also be required to monitor and act upon electronic intrusion detection or access control equipment terminating in a visual display unit or computerised print-out except for simple closed-circuit television systems

are required to undertake fire and evacuation training and shall have the responsibility to practically apply these skills in the event of an emergency evacuation.

"Security Manager" shall mean an employee appointed as such who is required to perform management responsibilities in accordance with the position description in addition to duties prescribed for Security Officer - Grade 2.

"Service" for incremental purposes shall mean the completion of 1976 working hours per annum.

"Shift Worker" means: that for the purpose of the National Employment Standards a shiftworker is an employee who is regularly rostered to work Sundays and public holidays

"Sleep Studies Manager" means an employee appointed as such who in addition to the requirements of a Sleep Studies Technician is responsible for the management and coordination of the Sleep Studies Department in accordance with the position description.

"Sleep Studies Technician" means an employee appointed as such in a private hospital or facility and who has appropriate qualification and experience acceptable to Sleep Studies Manager.

"Standard" means the Australian Fair Pay Commission Standard until 31 December 2009 and the National Employment Standard as varied thereafter.

“Sterilisation Technician Classification”

(i) “Sterilisation Technician – Grade 1” means a person who is primarily involved in the sterilisation of hospital equipment and utensils and who is employed in a Sterile Supply Department. At this level the technician will be performing routine basic tasks and is under routine supervision

(ii) “Sterilisation Technician – Grade 2” means a person who has completed a Certificate in Sterilisation Technology at TAFE or any registered training organisation and is performing more complex tasks than a Grade 1 employee under only general supervision

(iii) “Sterilisation Technician – Grade 3” means a person who performs the duties of a sterilisation technician – Grade 2 who in addition is in a supervisory position or is performing specialised tasks at a high degree of competency

(iv) “Loan Set Coordinator” means a person employed either as a Sterilisation Technician – Grade 1 or 2 who in addition to the duties above are responsible for receiving, inspecting, documentation and distribution of loan sets and implants for surgical procedures.
“Storeperson” means a person who is appointed to work in the supply department and is responsible for facilitating the general supply of goods throughout the facility. This includes but is not limited to the unloading and loading, receipting, put-away, storage and issuing of stores materials including responsibility for stock security and replenishment of stores items as required.

(i) “Storeperson Grade I” means a person who undertakes the basic competencies of a Store person

(ii) “Storeperson Grade II” means a person who in addition to the duties of a Grade I is also responsible for identifying material requirements as an input into generating materials requests and or/purchase orders. At this level they also liaise with management, suppliers and customers with respect to stores operations and material requirements.

"Supervision" –

(i) "Direct Supervision" shall mean that a person:

(a) receives detailed instructions on the work to be performed; and

(b) performs tasks which are part of an overall work routine; and

(c) is subject to regular personal progress checks on the work being performed.

(ii) "General Supervision" shall mean that a person:

(a) receives instructions on what is required on unusual or difficult features of the work and on the method of approach when new procedures are involved; and

(b) is normally subject to progress checks which are usually confined to unusual or difficult aspects of the tasks; and

(c) has the knowledge and experience required to perform the duties, usually without specific instructions, but has assignments reviewed on completion.

(iii) "Limited Supervision" shall mean that a person:

(a) may be subject to progress checks which will be principally confined to establishing that satisfactory progress is being made; and

(b) may have assignments reviewed on completion.

"Union" means the HSU New South Wales Branch.

"Wardsperson" means a person who is required to undertake limited duties associated with the care of patients such as shaves, routine enemata, bathing of patients, general assistance with patients, portering of patients and cleaning duties including, but not limited to, the cleaning of unoccupied beds.
7. 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;
(b) overtime rates;
(c) penalty rates;
(d) allowances; and
(e) leave loading.

(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 Clause 7(i); and
(b) are about permitted matters under section 172 of the Fair Work Act 2009; and
(c) are not unlawful terms under section 194 of the Fair Work Act 2009; and
(d) 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 award 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 and keep the agreement as a time and wages record.

(vi) Except as provided in Clause 7(iv)(a) 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 four weeks' 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.

2. Part 2 - Consultation and Dispute Resolution

8. The Standard

(i) It is the intention of this Agreement that the "Standard", as it may be varied from time to time, shall apply to the employees the subject of this Agreement. Any provisions of the "Standard" that are also referred to or set out in this Agreement are for the ease of the parties.

(ii) Where the "Standard" provides, or is varied to provide, a condition or entitlement more favourable to the employee in a particular respect than that set out in this Agreement, the better entitlement will apply.

(iii) The minimum guarantees provided by the "Standard" will override less favourable provisions in this Agreement.

9. Grievance Procedures

(i) In the event of a dispute in relation to a matter arising under this agreement or the Fair Work Act 2009, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.

(ii) A party to the dispute may appoint another person, organisation or association, or workplace representative to accompany or represent them in relation to the dispute.
(iii) If a dispute in relation to a matter arising under the agreement is unable to be
resolved at the workplace, and all agreed steps for resolving it have been
taken, the dispute may be referred to the Fair Work Commission for resolution
by conciliation, mediation, or where the matter in dispute remains unresolved,
arbitration.

(iv) If arbitration is necessary the Fair Work Commission may exercise the
procedural powers in relation to hearings, witnesses, evidence and
submissions which are necessary to make the arbitration effective.

(v) It is a term of this Agreement that while the dispute resolution procedure is
being conducted work shall continue normally unless an employee has a
reasonable concern about an imminent risk to their health or safety.

(vi) Any dispute referred to the Fair Work Commission under this clause should be
dealt with by a member agreed by the parties at the time or, in default of
agreement, a member nominated by either the head of the relevant panel or
the President.

10. Labour Flexibility

(i) The employer may direct an employee to carry out such duties within the
Macquarie University Hospital facility which are within the limits of the
employee's skill, competence and training. Such duties may include work
which is incidental or peripheral to the employee's main tasks provided that
such duties are not designed to promote deskilling.

(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 in the use of such tools and equipment.

(iii) Any direction issued by the employer pursuant to sub-clause (i) and/or (ii)
shall be consistent with the employer's responsibilities to provide a safe and
healthy working environment for employees and the employer's duty of care to
patients.

11. Transfer of Business

Where there is a transfer of business, the relevant provisions in the legislation shall
apply.

12. Notice Board

The employer shall permit a notice board of reasonable dimensions to be erected in a
prominent position, upon which the Union representative shall be permitted to post
Union notices. The employer shall make a copy of this Agreement available to all staff.
13. Anti-Discrimination

It is the intention of the parties bound by this Agreement to achieve the object in section 351 of the Fair Work Act 2009 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, colour, sex, sexual preference, age, marital status, physical or mental disability, family or carer’s responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

3. Part 3 - Wages and Related Matters

14. Grading Structures Clerical & Administrative Employees

(i) An employee shall be graded in the grade where the principal function of his/her employment, as determined by the employer, is of a clerical nature and is described hereunder.

(ii) Macquarie University Hospital's typical duties / skills are a non-exhaustive list of duties / skills that may be comprehended within the particular level. The characteristics, duties and skills are not exhaustive and are an indicative guide only.

(iii) For the purpose of classifying an employee in accordance with the grading structure below, the employee will be required to demonstrate the required initiative, responsibility, accountability, competency and skills associated within the parameters of that grade.

A. Grades

<table>
<thead>
<tr>
<th>Grade 1</th>
<th>Key Characteristics</th>
<th>Typical duties and skills</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Work under supervision Routine and repetitive clerical and office functions Entry level responsibilities</td>
<td>Directing telephone calls to appropriate staff and departments Relaying internal information and greeting visitors Maintenance of basic manual or computerised records Filing, mail distribution, simple stock control, basic typing and/or dictation, some medical terminology, computer skills and routine operation of office equipment Basic data entry Basic knowledge of patient/resident/client privacy and confidentiality</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grade 2</th>
<th>Key Characteristics</th>
<th>Typical duties and skills</th>
</tr>
</thead>
<tbody>
<tr>
<td>As per Grade 1 plus: Work under supervision with intermittent checking</td>
<td>Grade 1 Clerical Functions plus: Responding to or redirecting enquiries and taking appropriate action Operation of telephone equipment Maintenance of all records</td>
<td></td>
</tr>
<tr>
<td>Key Characteristics</td>
<td>Typical duties and skills</td>
<td></td>
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<td></td>
</tr>
<tr>
<td><strong>Grade 3</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>As per Grade 2 plus:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Work under limited supervision</td>
<td>Grade 2 Clerical Functions plus:</td>
<td></td>
</tr>
<tr>
<td>Accountability for own work</td>
<td>Intermediate typing skills</td>
<td></td>
</tr>
<tr>
<td>Exercise judgement and initiative</td>
<td>Broad range clerical functions including but not limited to:</td>
<td></td>
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<tr>
<td>Training new staff in role requirements</td>
<td>Basic/intermediate knowledge of computer applications</td>
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<td></td>
<td>Basic discharges and reporting</td>
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<td></td>
<td>Credit card transactions</td>
<td></td>
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<td></td>
<td>Receipt of money</td>
<td></td>
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<tr>
<td></td>
<td>Intermediate knowledge of the required IBA modules</td>
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<tr>
<td><strong>Grade 4</strong></td>
<td></td>
<td></td>
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<tr>
<td>As per Grade 3 plus:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Perform specialised/nonroutine tasks</td>
<td>Grade 3 Clerical Functions plus:</td>
<td></td>
</tr>
<tr>
<td>Works autonomously or with indirect supervision when general guidance given Initiative, discretion, judgement required when carrying out duties</td>
<td>Competence in using various software packages</td>
<td></td>
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<tr>
<td>Give assistance and guidance to Grade 1, 2 and 3 staff</td>
<td>Intermediate to advanced typing skills</td>
<td></td>
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<tr>
<td>High degree of interpersonal skills</td>
<td>Completion of full admission and discharge procedure, end of day checks</td>
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<tr>
<td>Able to interpret and explain policy</td>
<td>Cash handling</td>
<td></td>
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<tr>
<td>Train new staff</td>
<td>Banking</td>
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<td></td>
<td>Health Fund checks</td>
<td></td>
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<tr>
<td><strong>Grade 5</strong></td>
<td></td>
<td></td>
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<tr>
<td>As per Grade 4 plus:</td>
<td></td>
<td></td>
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<tr>
<td>Industry specific knowledge regarding contracts and legislation</td>
<td>Grade 4 Clerical Functions plus:</td>
<td></td>
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<tr>
<td>Coordinate workflow</td>
<td>Advanced typing skills</td>
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<tr>
<td>Resolve problems</td>
<td>Competence in using advanced software packages Apply invoicing procedures and contract rules of payers</td>
<td></td>
</tr>
<tr>
<td>Planning, initiative, discretion, judgement used regularly</td>
<td>Patient billing/collection of fees</td>
<td></td>
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<tr>
<td>Training and mentoring of lower levels</td>
<td>Cash reconciliation Developing work procedures</td>
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<tr>
<td></td>
<td>Intermediate/Advanced knowledge of the required IBA modules</td>
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<tr>
<td></td>
<td>Administer PAYE salary records</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Process the payments of wages and salaries</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Prepare payroll data</td>
<td></td>
</tr>
</tbody>
</table>
15. **Wages**

Employees shall not be paid less than the rates for the appropriate classification set out in Table 1, Rates of Pay. Nothing in this Agreement shall be deemed or construed to reduce the wages, conditions or allowances of any employee below the level of remuneration accorded her/him prior to the date of operation of this Agreement.

16. **Payment and Particulars of Wages**

(i) Wages shall be paid either weekly or fortnightly provided that the pay period shall be deemed to be fortnightly.

(ii) On each pay day the pay shall be made up to a day not more than three days prior to the date of payment.

(iii) Employees shall have their wages paid by direct deposit or electronic transfer into one account with a bank or other financial institution in New South Wales as nominated by the employee.

(iv) Wages shall be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees from the bank, financial institution or ATM by close of business on pay day. Where the wages are not available to the employee by such time, due to circumstances beyond the employer's control, the employer shall not be held accountable for such delay.

(v) Notwithstanding the provisions of sub-clause (i), an employee who has been given notice of termination of employment in accordance with Clause 23 - Introduction of Change and Redundancy, 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/her services are terminated without due notice, in accordance with the said Clause 23, any monies due to the employee, shall be paid in the next pay run or off cycle pay run, unless the employee is suffering financial hardship and submits a request for payment in writing. This will be considered on a case by case basis at the discretion of the employer.

(vi) Where the services of an employee are terminated with due notice all monies owing shall be paid in the next pay run or off cycle pay run, unless the employee is suffering financial hardship and submits a request for payment in writing. This will be considered on a case by case basis at the discretion of the employer.

(vii) On pay day, each employee shall be provided with a pay slip in accordance with the Fair Work Act 2009.

(viii) Where an employee ceases work on Saturday or Sunday, the employees pay will be processed in the next pay run or off cycle pay run, unless the employee is suffering financial hardship and submits a request for payment in writing.
This will be considered on a case by case basis at the discretion of the employer.

(ix) Where an employee fails to return Macquarie University Hospital's property on termination or resignation, which includes but is not limited to uniforms or electronic swipe cards, Macquarie University Hospital is entitled to deduct any monies owed to the employer in respect of the replacement cost for item. Such a request must be agreed to and authorised in writing by the employee.

(x) Underpayment and overpayment of salaries: The following process will apply once the issue of underpayment or overpayment is substantiated.

(a) Underpayment:

(xi) If the amount paid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days;

(xii) If the amount 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.

(a) Overpayment

(xiii) 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.

(xiv) One off overpayments will be recovered in the next normal pay, except that where the employee can demonstrate that undue hardship would result, the recovery rate shall be at 10% of an employee's gross fortnightly base pay.

(xv) 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.

(xvi) The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subclause (b) (iii) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.

(xvii) 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) (iii) above, the Department 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. Such a request must be agreed to and authorised in writing by the employee.

17. **Allowances for Special Working Conditions**

(i) An employee required to handle linen of a nauseous nature (other than in sealed linen bags) shall be paid an allowance per hour of the amount as set out in Item 4 of the said Table 2.

(ii) An employee sent for duty to a place other than his/her regular place of duty shall be paid for all excess travelling time at the appropriate rate of pay and reimbursed excess travelling expenses.

(iii) On-Call –

(a) An employee required by their employer otherwise than as provided for in (b) hereunder shall be paid the sum as set out in Item 5 of the said Table 2 for each twenty-four hours or part thereof provided that only one allowance shall be payable in any period of twenty-four hours.

(b) An employee required to be on-call on rostered days off shall be paid the sum set out in Item 5 of the said Table 2 for each extra period of twenty-four hours or part thereof.

(iv) An employee appointed as a Leading hand, who in addition to his/her ordinary duties is in charge of not less than two other employees, shall be paid an allowance as part of salary as set out in Item 10 Table 2.

(v) Sterilizing Certificate Allowance

An employee who holds a Sterilizing Certificate which is

(a) Directly relevant to the competency and skills used in their position;
(b) The Sterilizing Certificate is from a recognized educational institution;
(c) The employee has provided evidence to the employer of holding the certificate;
(d) The employee is available to work, competent to work, rostered to work and the certificate is being utilized in that work and
(e) Shall be paid the allowance as set out in item 1 of table 2

(vi) Operating Theatre Assistant Certificate Allowance

An employee who holds an operating theatre assistant certificate which is

(a) Directly relevant to the competency and skills used in their position;
(b) The Operating Theatre Assistant Certificate is from a recognized educational institution;
(c) The employee has provided evidence to the employer of holding the certificate;
(d) The employee is available to work, competent to work, rostered to work and the certificate is being utilized in that work and;
(e) Shall be paid the allowance as set out in item 13 of table 2

18. **Kilometre Allowance**

Employees required by the employer to use their own vehicles to carry out their work shall be paid the kilometre allowances as set out in Item 8 of Table 2 - Other Rates and Allowances.

19. **Uniforms and Protective Clothing**

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

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

(iii) In lieu of supplying a uniform to an employee, the employer shall pay to such employee the amount per week as set out in Item 6 and/or 8 of Table 2 - Other Rates and Allowances provided however, that if a uniform includes cardigan, stockings or special type shoes, these shall be supplied by the employer.

(iv) If a uniform of an employee is not laundered at the expense of the employer, an allowance of the amount per week as set out in Item 7 of the said Table 2 shall be paid to the employee, provided that the payment of such laundry allowance shall not be made to any employee on absences exceeding one week.

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

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

(vii) Each employee who is required to work in potentially hazardous situations with, or near machinery, shall be supplied with appropriate protective clothing and equipment.
(viii) All employees are required to wear their uniform and nametag whilst on duty.

20. **Superannuation**

(i) Macquarie University Hospital will make superannuation contributions into an approved Superannuation Fund nominated by the employee in accordance with the Superannuation Guarantee (SG) legislation as varied from time to time.

(ii) The employee shall notify the employer of their choice of approved fund (compliant with federal legislative requirements) within 28 days of commencing employment. Should the employee fail to notify the employer of their chosen fund, Superannuation Guarantee contributions will be made to the employer's default fund which is currently Health Employees' Superannuation Trust Australia (H.E.S.T.A.).

(iii) Superannuation fund payments will be made in accordance with trust fund deeds.

(iv) MySuper product has the meaning given by the Superannuation Industry (Supervision) Act 1993 (Cth). Clause 22.4 of the Health Professionals and Support Services Award 2010 will form part of this Agreement.

**Salary Sacrifice to Superannuation**

(v) An employee can elect to sacrifice a portion of salary to superannuation to Macquarie University Hospital's default superannuation fund in accordance with Macquarie University Hospital's policies as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate and be in accordance with relevant legislation.

(vi) Macquarie University Hospital will not use any amount that is salary sacrificed by an employee to count towards the employer's obligation to pay contributions under the Superannuation Guarantee (SG) legislation.

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

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

(i) By agreement with their employer, employees may elect to package a portion of their salary in accordance with this clause, to obtain a range of benefits. Such election must be made prior to the commencement of the period of service to which the earnings relate.

(ii) Where an employee elects to package a portion of salary:

(a) Subject to Australian Taxation law, the packaged portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that packaged portion.

(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 packaging or salary sacrificing made under this Agreement.

(c) "Salary" for the purpose of this clause, for superannuation purposes, and for the calculation of Agreement entitlements, shall mean the salary as set out in Clause 14 Wages, and which shall include "approved employment benefits" which refer to fringe benefit savings, administration costs, and the value of packaged benefits.

(iii) The remuneration packaging scheme utilises the Public Benevolent Institution (PBI) taxation status, which provides for fringe benefit tax exemption caps. The maximum amount of fringe benefits free tax savings that can be achieved under the scheme is where the value of benefits grossed up, equal the fringe benefits exemption cap set by the A.T.O. Where the grossed up value exceeds the cap, the employer is liable to pay the fringe benefits tax on the amount in excess of the cap, 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.

(iv) The parties agree that the application of the fringe benefit tax exemption cap and the PBI status of the facility are subject to prevailing Australian taxation laws.

(v) If an employee wishes to withdraw from the remuneration packaging scheme, the employee may only do so in accordance with the required period of notice as determined by the employer.

(vi) Where an employee ceases to salary/remuneration package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversation 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.
(vii) Employees accepting the offer to salary/remuneration package do so voluntarily. Employees are advised to seek independent financial advice to apprise them of the implications of salary/remuneration packaging on their individual personal financial situation.

(viii) Remuneration packaging shall be available in accordance with Macquarie University Hospital Policies.

22. **Relieving other Members of Staff (Higher Duties)**

   (i) An employee who is called upon to relieve an employee in a higher classification or is called upon to act in a vacant position of a higher classification for five (5) days or more, shall be entitled to receive for the period of relief or the period during which they act the minimum payment for such higher classification.

   (ii) The provisions of sub-clause (i) shall not apply where the employee being relieved is absent from duty by reason of his/her allocated day off duty.

4. **Part 4 - Termination of Employment**

23. **Introduction of Change**

The provisions of Clause 23 apply to permanent employees only. Casual employees are employed by the hour and therefore may provide or be provided with one hour’s notice, should their services not be required or should either party wish the employment relationship to cease.

**Introduction of Change**

   (i) This clause applies if:

      (a) MUH has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

      (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

**Major Change**

   (ii) For a major change referred to in paragraph (i)(a):

      (a) the employer must notify the relevant employees of the decision to introduce the major change; and

      (b) subclauses (ii) to (ix) apply.
(iii) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(iv) If

(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

(b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

(v) As soon as practicable after making its decision, the employer must:

(a) discuss with the relevant employees:

(1) the introduction of the change; and

(2) the effect the change is likely to have on the employees; and

(3) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

(b) for the purposes of the discussion—provide, in writing, to the relevant employees:

(1) all relevant information about the change including the nature of the change proposed; and

(2) information about the expected effects of the change on the employees; and

(3) any other matters likely to affect the employees.

(vi) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(vii) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

(viii) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (ii)(a) and subclauses (iii) and (v) are taken not to apply.

(ix) In this term, a major change is likely to have a significant effect on employees if it results in.

(a) the termination of the employment of employees; or

(b) major change to the composition, operation or size of the employer’s workforce or to the skills required of employees; or

(c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

(d) the alteration of hours of work; or

(e) the need to retrain employees; or
(f) the need to relocate employees to another workplace; or
(g) the restructuring of jobs.

**Change to regular roster or ordinary hours of work**

(x) For a change referred to in paragraph (i)(b) of this clause:

(a) the employer must notify the relevant employees of the proposed change; and
(b) subclauses (xi) to (xv) apply of this clause.

(xi) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(xii) If:

(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
(b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

(xiii) As soon as practicable after proposing to introduce the change, the employer must:

(a) discuss with the relevant employees the introduction of the change; and
(b) for the purposes of the discussion—provide to the relevant employees:

(1) all relevant information about the change, including the nature of the change; and
(2) information about what the employer reasonably believes will be the effects of the change on the employees; and
(3) information about any other matters that the employer reasonably believes are likely to affect the employees; and

(c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

(xiv) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(xv) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

(xvi) In this term: relevant employees means the employees who may be affected by a change referred to in subclause (i).
24. **Redundancy**

(i) **Discussions Before Terminations**

(a) Where the employer has made a decision that they no longer wish the job an employee has been doing to be done by anyone and pursuant to subparagraph (a) of paragraph (i) of sub-clause 23.1 of this clause, and that decisions may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and their workplace representatives.

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

(c) For the purpose of the discussion the employer shall, as soon as practicable, provide to the employees concerned and if requested by the employee, any nominated employee representative which may be a union representative, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

25. **Termination of Employment**

(i) **Notice for Changes in Production, Programme, Organisation or Structure** –

This sub-clause sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, programme, organisation or structure in accordance with subparagraph (a) of paragraph (i) of sub-clause 23.1.

**Introduction of Change:**

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

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Period of notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>At least 1 week</td>
</tr>
<tr>
<td>1 year and less than 3 years</td>
<td>At least 2 weeks</td>
</tr>
<tr>
<td>3 years and less than 5 years</td>
<td>At least 3 weeks</td>
</tr>
<tr>
<td>5 years and over</td>
<td>At least 4 weeks</td>
</tr>
</tbody>
</table>

(b) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice, with not less than two years continuous service, shall be entitled to an additional week's notice.
(c) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(ii) Notice for Technological Change

This sub-clause sets out the notice provisions to be applied to terminations by the employer for reasons arising from “technology” in accordance subparagraph(a) of paragraph (i) of sub-clause 23 of this clause - Introduction of Change:

(a) In order to terminate the employment of an employee the employer shall give to the employee three months notice of termination.
(b) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
(c) The period of notice required by this sub-clause to be given shall be deemed to be service with the employer for the purposes of the Long Service Leave Act 1955 or any Act amending or replacing the Act, and Clause 37 - Public Holidays and Clause 40 - Annual Leave.

(iii) Time Off During the Notice Period –

(a) During the period of notice of termination given by the employer, an employee shall be allowed up to one day’s time off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.
(b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

(iv) Employee Leaving During the Notice Period –

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

(v) Statement of Employment –

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

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

(vii) Centrelink Employment Separation Certificate –

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

(viii) Transfer to Lower Paid Duties –

Where an employee is transferred to lower paid duties, for reasons set out in subparagraph (a) of paragraph (i) of sub-clause 23.2 Redundancy - Discussions before Termination, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rate for the number of weeks notice still owing.

26. Severance Pay

(i) Where the employment of an employee is to be terminated, the employer shall pay the following severance pay in respect of a continuous period of service.

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

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Period of notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
</tr>
<tr>
<td>1 year and less than 2 years</td>
<td>4 weeks</td>
</tr>
<tr>
<td>2 years and less than 3 years</td>
<td>7 weeks</td>
</tr>
<tr>
<td>3 years and less than 4 years</td>
<td>10 weeks</td>
</tr>
<tr>
<td>4 years and less than 5 years</td>
<td>12 weeks</td>
</tr>
<tr>
<td>5 years and less than 6 years</td>
<td>14 weeks</td>
</tr>
<tr>
<td>6 years and over</td>
<td>16 weeks</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Period of notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
</tr>
<tr>
<td>1 year and less than 2 years</td>
<td>5 weeks</td>
</tr>
<tr>
<td>2 years and less than 3 years</td>
<td>8.75 weeks</td>
</tr>
<tr>
<td>3 years and less than 4 years</td>
<td>12.5 weeks</td>
</tr>
<tr>
<td>4 years and less than 5 years</td>
<td>15 weeks</td>
</tr>
<tr>
<td>5 years and less than 6 years</td>
<td>17.5 weeks</td>
</tr>
<tr>
<td>6 years and over</td>
<td>20 weeks</td>
</tr>
</tbody>
</table>
(c) "Week's pay" means the all-purpose rate of pay for the employee concerned at the date of termination. For the purposes of this clause, in addition to the ordinary rate of pay and over-agreement payments, all allowances, penalties or shift payment to which the employee would be entitled shall form part of an employee's "week's pay".

(d) A "week's pay" for a particular employee shall be determined according to the average week's pay received by the employee in the period immediately prior to their last date of employment equal to the number of weeks of severance pay to which the employee is entitled under subparagraphs (a) and (b) of paragraph (i) of this sub-clause.

(e) The employer shall also pay the following amounts to any employee terminated pursuant to this clause:

(1) Pro rata long service leave; and

(2) Accrued annual leave.

(ii) Incapacity to Pay

Subject to an application by the employer and further order of the Fair Work Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subparagraphs (a) and (b) of paragraph (i) of this sub-clause.

The Fair Work Commission shall have regard to such financial and other resources of the employer concerned as the Fair Work Commission thinks relevant, and the probable effect paying the amount of severance pay in the said sub-clause (i) will have on the employer.

(iii) Alternative Employment

Subject to an application by the employer and further order of the Fair Work Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (i) of this sub-clause if the employer obtains acceptable alternative employment for an employee.

27. Termination and Resignation

Where the employer terminates the employment of a permanent employee for reasons other than gross misconduct, the employee shall be given notice in accordance with subparagraph (a) of paragraph (i) of Clause 23.3. The employer may provide payment in lieu of notice.

(i) Termination without notice

Notwithstanding Clause 23, in consideration of the nature of the services provided by the Employer, the type of clientele serviced and the environment and philosophy honoured by the Company may terminate the employment without notice where the employee has committed an offence that is considered serious and wilful misconduct. Regard shall be given to the severity of the offence and each transgression shall be determined upon its own merits as well as in the context of the workplace, the duties
carried out at the time, the overall conduct of the employee and the employee's work history.

(ii) **Termination due to permanent absence**

Notwithstanding Clause 23, if the Employee is absent from work as a result of injury or illness (not related to his/her employment) for a period of three (3) consecutive months or for an aggregate period of three (3) months in any 12 twelve (12) consecutive months, the Employer may terminate his/her employment upon the giving of notice or the payment of salary in lieu of notice, based on the absence no longer being deemed as "temporary".

(iii) **Resignation**

Once a permanent employee chooses to resign, a period of two weeks notice shall apply, unless stated otherwise within the Letter of Employment. Upon resignation, if the employee provides notice which is less than that required, then the employer will be entitled to deduct from or set off against salary and other entitlements owing to the employee such amount as is equivalent to the salary and other entitlements which would otherwise have been payable to the employee during the balance of the required notice period. Such a request must be agreed to and authorised in writing by the employee.

5. **Part 5 - Hours of Work and Related Matters**

28. **Hours**

(i) This sub-clause shall apply to full-time employees.

(ii) The ordinary hours of work of a full time employee exclusive of meal times, shall be 152 hours per 28 calendar days or 76 hours per fortnight or an average of 38 hours per week in each roster cycle.

(iii) By mutual agreement the hours of work prescribed in sub-clause (ii) above shall be worked in one of the following ways:

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

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

(c) 152 hours per 28 calendar days, to be arranged in order that an employee shall not be required to work his/her ordinary hours on more than 19 days in the cycle.

(d) 190 hours per 35 calendar days, to be arranged in order that an employee shall not be required to work his/her ordinary hours on more than 19 days in the cycle.
(iv) Each shift shall not consist of more than 10 ordinary hours of work per day or as otherwise agreed in writing. Provided that such shifts shall not be worked on more than 12 consecutive days.

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

(vi) Two separate ten-minute intervals (in addition to meal breaks) shall be allowed each employee on duty during each ordinary shift. Subject to agreement between the employer and the employee, such intervals may alternatively be taken as one 20-minute interval or by one 10-minute interval with the employee allowed to proceed off duty 10 minutes before completion of the normal shift finishing time. Such interval(s) shall count as working time. Employees who are engaged for less than an eight-hour shift on anyone day shall only be entitled to one tea break of 10 minutes, provided a minimum of four hours work is completed.

(vii) Each employee shall be entitled to not less than four full days in each fortnight free from duty or two full days in each week free from duty and such rostered days off shall, where practicable, be consecutive.

(viii) Full-time employees shall receive a minimum payment of four hours for each start in respect of ordinary hours of work.

(ix) Employees working a broken shift shall be paid an additional amount as set out in Item 2 of Table 2, Other Rates and Allowances for each broken shift and the period of time between the commencement and termination of such shift shall not exceed twelve (12) hours. A broken shift is defined as the period between the conclusion of a normal rostered shift and the commencement of another shift not exceeding 4 hours break.

(x) An employee who has their hours of work arranged in accordance with paragraph (c) or (d) of sub-clause (iii) or sub-clause (x) of this clause shall access an ADO in the following manner:

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

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

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

(d) No time towards allocated days off duty shall accrue during periods of workers' compensation, long service leave, parental leave, time in lieu, during allocated days off or annual leave entitlements prescribed under the "Act". Time toward allocated days off will accrue on public holidays, compassionate leave and personal carers leave. However, an employee returning to duty from the abovementioned leave shall be given the next allocated day off in sequence.

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

29. 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, the roster shall be displayed at least two weeks in advance, but in any case at least one week prior to the commencing date of the first working period in the roster.

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

(iii) Provided further that a roster may be altered at any time to enable the service of the hospital or facility to be carried on where another employee is absent from duty on account of illness or in emergency, but where such alteration involves an employee working on a day which would have been his or her day off, such employee may elect to be paid at overtime rates or have a day off in lieu thereof, which shall be as mutually arranged.

(iv) An employer may change an employee's roster at short notice for any reasonable grounds including unexpected emergent situations and unforeseen fluctuations in patient dependency.

30. Overtime

(i) Employees shall work reasonable overtime when required by the employer.

(a) Subject to paragraph (b) all time worked by employees in excess of the rostered daily ordinary hours of work shall be paid for at the rate of time and one half for the first two hours and double time thereafter in respect of each overtime shift worked or in respect of overtime worked prior to or at the conclusion of a normal shift. Provided that overtime worked on
Sundays shall be paid for at the rate of double time and on public holidays at the rate of double time and one half. Overtime rates shall be calculated on the appropriate rate as set out in Table 1 - Rates of Pay.

(b) All time worked by permanent part time employees, in excess of the 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 and on public holidays at the rate of double time and one half. Time worked up to the rostered daily ordinary hours of work prescribed for a majority of 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.

(ii) With the exception of employees working broken shifts, an employee recalled to work overtime after leaving the employer's premises shall be paid for a minimum of four hours work at the appropriate rate for each time so recalled. If the work required is completed in less than four hours, the employee shall be released from duty.

(iii) An employee required to work overtime following on the completion of their 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; provided that benefits of this sub-clause shall not apply to permanent part time employees, until the expiration of the normal shift for a majority of the full-time employees employed on that shift in the ward or section concerned.

(iv) 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 the partaking of a meal and a further twenty minutes after each subsequent four hour's overtime; all such time shall be counted as time worked.

(v) The meals referred to in sub-clauses (iii) and (iv) of this clause shall be allowed to the employee free of charge. Where the hospital or facility is unable to provide such meals, an allowance per meal of the sum set out in Item 3 of Table 2 - Other Rates and Allowances shall be paid to the employee concerned.

(vi) Where an employee is required to work an overtime shift on his or her rostered day off, the appropriate meal breaks for that shift, as prescribed by Clause 28, Hours, shall apply.

(vii) If an employee is recalled to duty during a meal break, they shall be paid at overtime rates for the total period of the meal break.
(viii) An employee who works so much overtime:

(a) Between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have 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 days, or on a rostered day off without having had eight consecutive hours off duty in the twenty-four hours preceding their next day or shift; shall subject to this subclause, be released after completion of such overtime until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the employer such an employee resumes or continues to work without having such eight consecutive hours off duty they shall be paid at double time of the appropriate rate applicable on such day until they are released from duty for such period and they then shall be entitled to be absent until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

Time in Lieu of Overtime

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

(a) Time off in lieu of overtime is taken on the basis of hour for hour at ordinary pay, that is for example, one hour of for each hour of overtime worked. It must be taken within four months of it being accrued at a mutually agreed time.

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

(c) Employees cannot be compelled to take time off in lieu of overtime.

(d) Records of all time off in lieu of overtime owing to employees and taken by employees must be maintained by the employer. Where no election is made the employee shall be paid overtime in accordance with this Agreement

31. Reasonable Hours

(i) Subject to sub-clause (ii) an employer may require an employee to work reasonable overtime at overtime rates unless or as otherwise provided for under the Agreement.
(ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.

(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.

32. Banking of Hours

(i) A full time or part time employee may, by agreement made daily, weekly or fortnightly with their Manager or Supervisor:

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

(ii) An employee who works less than their rostered or contracted hours shall be paid as if those hours had been worked during the relevant period, including payment for any weekend or shift penalties that would otherwise have been due for the time not worked.

(iii) An employee who works more than their rostered or contracted hours shall not receive payment for any weekend, shift penalties or allowances that would otherwise have been due for that extra time worked.

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

(v) An employee may not have more than 76 hours in debit or credit at any point in time.

(vi) Employees who have hours in debit must be given first option to work additional hours prior to the use of casual employees.

(vii) Each facility must keep detailed records of all hours credited and debited to employees under these arrangements. Employees must have full access to these records.
(viii) On termination of employment the employer must pay the employee for all hours in credit and may deduct from termination pay the value of any hours in debit.

(ix) Either party shall have the right to terminate an agreement under this clause with two weeks notice.

33. Meals

(i) Time not exceeding one hour and not less than 30 minutes shall be allowed for each meal, provided that, where an employee is called upon to work for any portion of his/her meal break, such time shall count as ordinary working time.

(ii) An employee shall not be required to work more than six hours without a meal break. Such meal break shall be of between 30 and 60 minutes duration, and shall not count as time worked.

(iii) Notwithstanding the provisions of sub-clause (i) of this clause, an employee required to work in excess of ten ordinary hours, shall be entitled to a 60-minute meal break.

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

(v) An employee who is required to work overtime for more than two hours without being notified on the previous day or earlier that he or she will be so required to work shall be paid the amounts set out in Item 3 of Table 2 - Other Rates and Allowances.

34. Part-Time Work

Permanent Part-time Employees –

(i) A permanent part-time employee is one who is permanently appointed by the facility to work a specified number of hours which are less than those prescribed for a fulltime employee. By agreement between employer and employee, the specified number of hours may be balanced over a week, fortnightly or monthly period. 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 sub-clause.

(ii) Permanent part-time employees shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by Table 1 - Rates of Pay.
(iii) Permanent part-time employees shall receive a minimum payment of four (4) hours for each start.

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

(v) Any additional shifts that arise due to the need of the employer to supplement the workforce and/or respond to fluctuations caused by absence or emergency, shall be offered where ever possible to permanent part-time employees first and prior to the engagement of any casual employees.

Review of Part-time Hours

At the request of an employee, the hours worked by the employee will be reviewed annually.

(vi) Where the employee is regularly working more than their specified contracted hours then it may be agreed that such hours shall be adjusted by the employer, and recorded in writing to reflect the hours regularly worked. Such approval is at the discretion of the employer.

(vii) The hours worked in the following circumstances will not be incorporated in the adjustment:

   (a) if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
   
   (b) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a patient.

(viii) Any adjusted contracted hours resulting from a review identified in this sub-clause should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

35. Casual Employees

   (i) A casual employee is one engaged on an hourly basis otherwise than as a permanent part-time employee or full-time employee.

   (ii) A casual employee may only be engaged in the following circumstances: for short term periods where there is a need to supplement the workforce arising from fluctuations in the needs of the facility; or in the place of another employee who is absent; or in an emergency.

   (iii) A casual employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate, prescribed by Table 1 - Rates of Pay of
this Agreement, plus twenty five (25) per cent thereof and one-thirty-eighth of the uniform and laundry allowance, where a uniform is not supplied in accordance with Clause 19 - Uniform and Protective Clothing.

(iv) The minimum engagement for casual employees shall be two (2) hours per shift.

(v) A casual employee who is required to and does work on a public holiday prescribed by clause 37, Public Holidays, shall be paid double time and one half for all time worked in lieu of the 25 per cent allowance provided for in sub-clause (iii) of this clause.

(vi) For weekend and public holiday work, casual employees shall, in lieu of all other penalty rates and the 25 per cent casual allowance, receive the following rates:

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

(vii) For the entitlement to long service leave, see the Long Service Leave Act 1955.

(viii) With respect to a casual employee, the provisions of the following clauses shall not apply: Clause 30, Overtime; Clause 41, Annual Leave Loading; Clause 38, Personal/Carers Leave; Clause 22, Relieving other Members of Staff; Clause 43, Compassionate Leave (no paid entitlement); Clause 11, Transmission of Business; Clause 29, Roster of Hours; and Clause 40, Annual Leave.

Casual Conversion

(ix) A casual employee who has been rostered on a regular and systematic basis over a period of 52 weeks has the right to request conversion to permanent employment:

(a) on a full-time contract where the employee has worked on a full-time basis throughout the period of casual employment; or
(b) on a part-time contract where the employee has worked on a part-time basis throughout the period of casual employment. Such contract would generally be on the basis of the same number of hours as previously worked, however the hours must be capable of fitting within the existing shift and rostering arrangements. Other arrangements may be implemented by agreement between the employer and the employee.
(x) The employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request.

(xi) Casual conversion will not apply where a casual has covered absences of permanent staff that are expected to return to work.

36. **Penalty Rates and Shift Allowances**

(i) All time worked by all employees between 6.00 pm and 6.00 am, Monday to Friday, shall receive an allowance of twenty 20 per cent (20%) in addition to their ordinary rate of pay.

(ii) Employees whose ordinary working hours include work on a Saturday or Sunday shall be paid:

(a) for work between midnight Friday and midnight on Saturday - time and one half;
(b) for work between midnight Saturday and midnight on Sunday - time and three quarters.

These penalties shall be in substitution for and not cumulative upon the shift allowances expressed in sub-clause (i).

6. **Part 6 - Leave and Public Holidays**

37. **Public Holidays**

(i) An employee other than a casual employee, shall be entitled to the following public holidays without loss of pay: New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday, Easter Monday; Anzac Day; Queen's Birthday; Labour Day, Christmas Day; Boxing Day; and any other day duly proclaimed and observed as a public holiday within the area in which the place of employment is situated.

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

(a) Any individual employer wishing to transfer the August Bank holiday shall nominate before 1 July of each calendar year the day on which the additional public holiday is to be observed. Such date shall occur within the days Monday to Friday inclusive and shall not coincide with a date that is already a gazetted public holiday for that calendar year. Once such an election is made, such date then becomes the date on which
the additional public holiday is to be observed for all workers in that establishment covered by this Agreement.

(b) The foregoing does not apply in areas where in each year:

(1) A day in addition to the named public holidays specified in subclause (i) is proclaimed and observed as a public holiday; or

(2) Two half-days in addition to the named public holidays specified in sub-clause (i) are proclaimed and observed as half-public holidays.

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

(a) Full-time employees:

(1) Double time and one half extra for all ordinary time worked of the ordinary rate, as set out in Table 1. Alternatively, if the employee so elects, half time extra for all time worked in addition to the weekly rate and have one ordinary working day added to the period of annual leave.

(b) Permanent part-time employees:

(1) Double time and one half extra for all ordinary time worked on the public holiday although where the time worked by agreement is less than the employees' usual rostered shift, the balance of the rostered shift shall be paid at ordinary pay. Alternatively, if the employee so elects, half time extra for all time worked in addition to the weekly rate and have the equivalent number of hours worked added to be taken in conjunction with annual leave;

(c) Casual employees

(1) Double time and one-half the basic periodic rates of pay for casuals for all time worked. Such payment shall be taken to be inclusive of and not in addition to the casual loading referred to in Clause 35, sub-clause (iii).

(iv) Monday to Friday employees as defined in the definitions who are not required and do not work on those days where a proclaimed public holiday falls but would normally be expected to work on those days shall be paid for that day.

(v) Full-time shift-workers as defined by the Act rostered off duty on a public holiday, which falls on a normal rostered day, shall be paid one day's pay in
addition to the weekly rate; or if the employee so elects, have one day added to their period of annual leave.

(vi) The elections referred to in sub-clauses (iii) must be made in writing by the employee at the commencement of each anniversary year of employment and is irrevocable during that period of employment.

(vii) An employee shall be allowed one day of leave in lieu of a public holiday that falls on a day during the employees’ period of annual leave.

(viii) Where an employee is absent from his or her rostered shift on the working day before or after a public holiday (or public holiday weekend), without reasonable excuse/sufficient evidence or without the consent of Macquarie University Hospital the employee shall not be entitled to payment for the day of personal/carer’s leave.

38. Personal/Carer’s Leave

(i) The Standard

(a) Employees are entitled to personal leave in accordance with the provisions of the "Standard".

(b) Casual employees have no entitlement to paid personal/carer’s leave, but do have an entitlement to unpaid carer’s leave.

(ii) Meaning of Personal/Carer’s Leave

Personal/carer’s leave is either:

(a) paid leave (sick leave) taken by an employee because of a personal illness, or injury, of the employee; or

(b) paid or unpaid leave (carer’s leave) taken by an employee to provide care or support to a member of the employee’s immediate family, or a member of the employee’s household, who requires care or support because of:

(1) a personal illness, or injury, of the member; or

(2) an unexpected emergency affecting the member.

(iii) Accrual of Paid Personal/Carer’s Leave

(a) Full time employees are entitled to 76 hours (10 days) personal/carer’s leave in total per annum.

(b) Part time employees will receive a pro-rata entitlement to paid personal/carer’s leave.

(c) Subject to sub-clause 38 (x) (b), an employee shall accrue an amount of paid personal/carer’s leave, on a continuous basis with the employer, of 10 days per annum.

(d) Paid personal/carer’s leave is cumulative.
(e) No payment will be made in lieu of accumulated personal/carer's leave.
(f) Casual employees have no entitlement to paid personal/carer's leave.
(g) Personal/carer's is not paid on termination.

(iv) Meaning of Immediate Family or Household

(a) The entitlement to carer's or compassionate leave is subject to the person in respect of whom the leave is taken being either:
   (1) a member of the employee's immediate family; or
   (2) a member of the employee's household.

(b) The term "immediate family" includes:
   (1) a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person who lives with the employee as his or her husband or wife on a bona fide domestic basis; and
   (2) a child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

(v) Payment of Paid Personal/Carer's Leave

If an employee takes paid personal/carer's leave during a period, the personal/carer's leave shall be paid at the employee's ordinary pay rate immediately before the period begins.

(vi) Unpaid Carer's Leave

(a) An employee is entitled to a period of up to 2 days unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support during such a period because of:
   (1) a personal illness, or injury, of the member; or
   (2) an unexpected emergency affecting the member.

(b) This entitlement extends to casual employees and the employer agrees not to fail to re-engage a casual employee because the employee accessed the entitlements provided for in this sub-clause. The rights of the employer to engage or not to engage a casual employee are otherwise not affected.

(c) An employee is entitled to unpaid carer's leave for a particular occasion only if the employee cannot take an amount of paid personal/carer's leave.

(vii) Taking of Paid Personal (Sick) Leave
(a) An employee is entitled to use their paid personal/carer's leave entitlement as paid sick leave in accordance with the Standard.

(b) An employee is not entitled to be paid sick leave whilst they are in receipt of workers’ compensation payments.

(c) Personal (Sick) Leave - Notice: To be entitled to sick leave during a period, an employee must give the employer notice as soon as reasonably practicable (which may be at a time before or after the sick leave has started) that the employee is (or will be) absent from his or her employment during the period because of a personal illness, or injury, of the employee.

(d) Personal (Sick) Leave - Documentary Evidence: If the employer requires an employee to give the employer documentary evidence in relation to a period of sick leave taken (or to be taken) by the employee:

1. To be entitled to sick leave during the period, the employee must give the employer as soon as reasonably practicable (which may be at a time before or after the sick leave has started):
   (A) if it is reasonably practicable to do so - a medical certificate from a registered health practitioner;
   (B) if it is not reasonably practicable for the employee to give the employer a medical certificate - a statutory declaration made by the employee; and

2. The document must include a statement to the effect that:
   (A) if the document is a medical certificate - in the registered health practitioner's opinion, the employee was, is, or will be unfit for work during the period because of a personal illness or injury; or
   (B) if the document is a statutory declaration - the employee was, is, or will be unfit for work during the period because of a personal illness or injury.

(e) Personal/carers leave notification and documentary requirements do not apply to an employee who could not comply with it because of circumstances beyond the employee's control.

(f) An employee is required produce a medical certificate for personal leave absences of two days or more, or otherwise in accordance with Macquarie University Hospital's policies as amended from time to time.

(viii) Taking of Carer's Leave:

(a) An employee is entitled to use their paid personal/carer's leave entitlement as paid carer's leave in accordance with the Standard.

(b) An employee who is entitled to a period of unpaid carer's leave is entitled to take the unpaid carer’s leave as:
(1) a single, unbroken period of up to 2 days; or
(2) any separate periods to which the employee and the employer agree.

(c) Carer's Leave - Notice: To be entitled to carer's leave during a period, an employee must give the employer notice as soon as reasonably practicable (which may be at a time before or after the carer's leave has started) that the employee requires (or required) leave during the period to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires (or required) care or support because of:

(1) a personal illness, or injury, of the member; or
(2) an unexpected emergency affecting the member. This requirement does not apply to an employee who could not comply with it because of circumstances beyond the employee's control.

(d) Carer's Leave - Documentary Evidence: If the employer requires an employee to give the employer documentary evidence in relation to a period of carer's leave taken (or to be taken) by the employee:

(1) To be entitled to carer's leave during the period, the employee must give the employer as soon as reasonably practicable (which may be at a time before or after the carer's leave has started):

(A) if the care or support is required because of a personal illness, or injury, of the member - a medical certificate from a registered health practitioner or a statutory declaration made by the employee;

(B) if the care or support is required because of an unexpected emergency affecting the member - a statutory declaration made by the employee; and

(2) The document must include a statement to the effect that:

(A) if the document is a medical certificate - in the registered health practitioner's opinion, the member had, has or will have a personal illness or injury during the period; or

(B) if the document is a statutory declaration - the employee requires (or required) leave during the period to provide care or support to the member because the member requires (or required) care or support during the period because of:

(1) a personal illness, or injury, of the member; or
(2) an unexpected emergency affecting the member. This requirement does not apply to an employee who could not comply with it because of circumstances beyond the employee's control.
(ix) Personal/Carer’s Leave and Service

(a) A period of paid personal/carer’s leave does not break an employee’s continuity of service and paid personal/carer’s leave counts as service for all purposes.

(b) A period of unpaid personal/carer’s leave does not break an employee’s continuity of service, however a period of unpaid personal/carer’s leave does not count as service.

39. Parental Leave

(i) The Standard

(a) Employees are entitled to parental leave in accordance with the provisions of the "Standard".

(b) Casual employees have no entitlement to parental leave unless they are eligible casual employees.

(c) Parental leave comprises maternity leave, paternity leave and adoption leave. The following provisions shall also apply in accordance with those set out in the "Standard":

(ii) The Basic Entitlement

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

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

(c) Return to work after parental leave:

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

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

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

(C) if the employee was transferred to a safe job before proceeding on maternity leave, the position held immediately before the transfer.
(2) If the position no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position as nearly as possible comparable in status and pay to that of the employee's former position.

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

(d) Transfer to a safe job

(1) This section applies whenever the present work of a female employee is, because of her pregnancy or breastfeeding, a risk to the health or safety of the employee or of her unborn or new born child. The assessment of such a risk is to be made on the basis of a medical certificate supplied by the employee and of the obligations of the employer under Work Health and Safety Act 2011 (NSW).

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

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

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

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

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

(e) The employer must not fail to re-engage a regular casual employee because:

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

(2) 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.

(iii) Right to request

(a) An employee entitled to parental leave may request the employer to allow the employee:
(1) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;

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

(3) to return from a period of parental leave on a part-time basis until the child reaches school age; to assist the employee in reconciling work and parental responsibilities.

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

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

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

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

(iv) Communication during parental leave

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

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

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

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

40. Annual Leave

40.1 The Standard

(i) Employees are entitled to annual leave in accordance with the provisions of the "Standard".

(ii) In accordance with sub-clause (i) full time employees shall be entitled to 4 weeks annual leave

(iii) Part time employees will entitled to annual leave on a pro-rata basis

(iv) Further to subsection (i) eligible employees who work shift work as defined in "Definitions" in Clause 6 shall be entitled to one (1) week additional paid annual leave in accordance with the provisions of the "Standard".

(v) Casual employees have no entitlement to paid annual leave.

40.2 Payment of Annual Leave

(i) If an employee takes annual leave during a period, the annual leave shall be paid at the employee’s ordinary pay immediately before the period begins.

(ii) If the employment of an employee who has not taken an amount of accrued annual leave ends at a particular time, the employee's untaken accrued annual leave shall be paid at the employee's ordinary pay at that time.

(iii) Annual leave loading, if any, shall be paid in accordance with clause 38 of this Agreement.

40.3 Taking of Annual Leave

(i) An employee is entitled to take an amount of annual leave during a particular period if:

(a) at least that amount of annual leave is credited to the employee; and
(b) the employer has authorised the employee to take the annual leave during that period.

(ii) In the taking of leave, the employee shall make written application to the employer, giving at least 4 weeks notice before the intended period of leave.

(iii) Annual leave shall be taken in an amount and at a time which is approved by the employer subject to the operational requirements of the workplace. The employer shall not unreasonably withhold or revoke such approval.
(iv) The employee will not ordinarily be granted annual leave in less than 1 week intervals however the employee may request shorter periods and the employer may authorise such leave having regard to the operational requirements of the department and the employees' circumstances.

(v) The employer will not ordinarily grant an employee the ability to take paid annual leave until their first anniversary date, except by mutual agreement.

(vi) Extensive accumulated annual leave: An employee must take an amount of annual leave or alternatively make an election in accordance with paragraph (vi) herein, during a particular period if:

(vii) If an employee has more than 8 week of accrued annual leave, the employer can direct the employee to take up to 25% of the employees' accrued annual leave. The employer shall give a months' notice to direct the employee to take the excessive annual leave, or where agreed in writing between both parties an alternative will be arranged. The employer shall take into account any reasonable proposition from the employee in regards to being directed to take the excessive annual leave.

(viii) The employer may specify an annual Christmas shut down provision for a part, or a whole of the hospital. In the event of invoking the annual Christmas shutdown, an employee may be required to take paid annual leave however the employer must give at least three (3) month's notice of the date(s) of the shut down. In the case of an employee who commences employment within the three months of the annual Christmas shutdown, notice must be given on the day the employee commences employment.

(ix) Where an employee has an entitlement to annual leave in excess of the annual Christmas shutdown period, he/she must be given and must take, the whole of his/her annual leave, or by agreement between the employer and the employee, he/she must take part of his/her annual leave for a period of not less than the shutdown and postpone the balance to a time to be agreed.

(x) Where the employee has an entitlement to annual leave which is less than the period of the annual Christmas shut down, he/she must be given and take the whole of the leave outstanding and must be given and take leave without pay for the balance of the shutdown period. By mutual agreement, annual leave may be taken in advance.

(xi) An employee who has accrued Additional Days Off (ADO's) may, by mutual agreement between the employer and employee, take these and be paid for such during the annual Christmas shutdown in addition to any annual leave which may be accrued.
40.4 Cashing Out of Annual Leave:

(i) The Cashing out of annual leave shall be conducted in accordance with the "Standard". This includes the provision of an Annual Leave Cashing Out Election form to an employee at the employee’s request, each time the employee seeks to cash in a portion of their annual leave in accordance with this sub-clause.

(ii) Except as provided for in this sub-clause, payment shall not be made by the employer to the employee in lieu of any annual leave or part thereof to which the employee is entitled nor shall any such payment be accepted by the employee.

(iii) An employee who has accrued more than 4 weeks annual leave entitlement may by agreement with the employer receive payment in lieu for up to two (2) weeks annual leave per annum, calculated at the rate which applies at the time the employee requests payment in respect of such leave.

(iv) Remuneration packaging will not apply to any cashed out annual leave payments.

(v) The employer reserves the right to review and reject any application to cash in annual leave where the appropriate requirements under the Standard have not been met or any other relevant matter.

41. Annual Leave Loading

(i) Employees who become entitled to annual leave under Clause 40 of this Agreement shall receive an annual leave loading of 17.5% of the appropriate ordinary rate of pay for the classification in which the employee was employed immediately before commencing annual leave. Such rate of pay shall not include any penalty, shift or overtime rates prescribed by this Agreement. Annual leave loading is only payable on four (4) weeks of annual leave and not on the additional annual leave as set out in Clause 40.5, ADO entitlements as set out in Clause 28, (x) or extra leave for public holidays worked.

(ii) No loading is payable where the annual holiday is taken wholly or party in advance, provided however, that if the employment of such an employee continues until the day upon which they would have become entitled under Clause 41 of this Agreement to such annual holiday, the loading then becomes payable, in respect of the period of such holiday and is to be calculated in accordance with the Agreement rate of wages applicable on such day.

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

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

(v) Where an employee who works shift work is given and takes an annual holiday they shall be paid the loading set out in sub-clause (i) of this clause, provided that if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading. The roster as displayed in advance shall determine the leave loading payable in respect of the annual leave period for which they have applied.

(vi) Where it is not possible to determine the shifts that the employee would have worked had they not requested leave, a review of the timesheets 3 months preceding the period of leave will be reviewed to determine the appropriate calculation of loadings.

42. Long Service Leave

Long Service Leave shall be in accordance with the NSW Long Service Leave Act 1955 (as amended from time to time) or any replacement Act, except for the following:

(i) Every employee after ten years service with the same employer shall be entitled to two months long service leave on full pay; after fifteen years continuous service to an additional one months long service leave on full pay; and for each five years continuous service thereafter to an additional one and one half months long service leave on full pay.

(ii) For the purpose of this clause:

(a) One month equals four and one third weeks
(b) Continuous service shall be deemed not to be broken by-

(1) any period on leave without pay not exceeding six months;

(2) the absence of any employee from the facility whilst a member of the Defence Forces of the Commonwealth in time of war.

(iii) If an employee dies before entering upon long service leave or if, after having entered upon same, dies before its termination, the employee’s partner or...
children or other dependant relatives or their legal representatives, shall be entitled to receive the monetary value of the leave not taken or not completed, as the case may be, and computed at the rate of salary which the employee had been receiving at the time of death.

43. Compassionate Leave

(i) Employees are entitled to compassionate leave in accordance with the provisions of the "Standard".

(ii) Casual employees have no entitlement to paid compassionate leave. However, casual employees are entitled to unpaid compassionate leave provided the casual employee would otherwise be entitled to such leave and complies with the provisions of this clause. The employer agrees not to fail to re-engage a casual employee because the employee accessed the entitlements provided for in this sub-clause. The rights of the employer to engage or not to engage a casual employee are otherwise not affected.

(iii) Compassionate leave is paid leave taken by an employee:

(a) for the purposes of spending time with a person who:

   (1) is a member of the employee's immediate family or a member of the employee's household; and

   (2) has a personal illness, or injury, that poses a serious threat to his or her life; or

(b) after the death of a member of the employee's immediate family or a member of the employee's household.

(iv) An employee is entitled to a period of 2 days of compassionate leave for each permissible occasion, or where the employee is involved in making funeral arrangements, travelling etc, leave may be allowed for up to three (3) days when a member of the employee's immediate family or a member of the employee's household:

(a) contracts or develops a personal illness that poses a serious threat to his or her life; or

(b) sustains a personal injury that poses a serious threat to his or her life; or

(c) dies.

(v) However, the employee is entitled to compassionate leave only if the employee gives the employer any evidence that the employer reasonably requires of the illness, injury or death.

(vi) An employee who is entitled to a period of compassionate leave is entitled to take the compassionate leave as:
(a) a single, unbroken period of 2 days; or
(b) 2 separate periods of 1 day each; or
(c) any separate periods to which the employee and the employer agree.

(vii) If an employee takes compassionate leave during a period, the compassionate leave shall be paid at the employee's ordinary rate of pay immediately before the period of leave.

(viii) A period of compassionate leave does not break an employee's continuity of service and compassionate leave counts as service for all purposes.

44. Community Service Leave

(i) Macquarie University Hospital's Community Service Leave policy will enable employees to access in accordance with the National Employment Standards.

(ii) If an employee, other than a casual employee, is required to attend jury service or service in the Australian Defence Force Reserves during ordinary work hours, Macquarie University Hospital will reimburse the employee an amount equal to the difference between the amount paid by the government for that service and the amount of salary and remuneration the employee would have received for working those hours at Macquarie University Hospital.

(iii) Employees must notify Macquarie University Hospital as soon as possible of the date which they are required to attend for jury, emergency service or reserve service. Employees must provide Macquarie University Hospital proof of their attendance, the duration of attendance and any amount received from the government for that service.

7. Part 7 - Other Matters

45. Training and Development

(i) The responsibility for staff development is shared between employees and Macquarie University Hospital. Macquarie University Hospital recognises that training and development is essential in the maintenance and development of knowledge and skills and will support this through a combination of mandatory training and professional development.

(ii) Macquarie University Hospital will continue to provide support via training and educational opportunities where possible. Employees may apply for study leave and course participation in accordance with Macquarie University Hospital policy. Approval will be at the discretion of Macquarie University Hospital.
(iii) Where possible, mandatory face to face education and training will be provided during an employees’ hours of work. If this is not possible then the employee will be entitled to receive payment at the “ordinary rate” for the actual time spent in training. In lieu of receiving payment, employees may, with the agreement of the employer, be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such training. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.

(iv) Pursuant to this clause, any mandatory training session organised by Macquarie University Hospital shall have a minimum payment of two hours.

46. **Workload Management**

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

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

(a) In the first instance, employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions. If a solution still cannot be identified and implemented, the matter should be referred to the Manager for further discussion.

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

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

(iii) Where agreement cannot be reached, the parties may exercise their rights pursuant to Clause 9, Grievance Procedures.

(iv) In determining workloads, factors that should be considered may include (but are not limited to): occupancy, patient acuity, and the skill level of staff, the availability of support staff, patient movements, and practice within comparative departments.

47. **Accommodation and Amenities**

(i) The minimum standards set in the Work Health and Safety Act 2011 (NSW) shall be met in the provision of amenities for staff.
48. **Inspection of Lockers**

   (i) Lockers may only 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 officer of the employer and a union representative where practicable, otherwise by any two authorised representatives of the employer appointed for that purpose.

49. **Attendance at Meetings and Fire Drills**

   (i) An employee required to attend work, health and safety committee and/or board of management meetings as an employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive payment at the "ordinary rate" for the actual time spent in attendance at such meetings. In lieu of receiving payment, employees may, with the agreement of the employer, be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.

   (ii) An employee in attendance at compulsory fire safety practices (e.g. fire drill and evacuation procedures) in accordance with the requirements of the Private Hospitals and Day Procedures Centres Act 1988 and the regulations thereto, shall be paid for the time spent in attendance at their "ordinary rate" where such time is concurrent or continuous with their shift on that day. Where such time spent in attendance is not continuous with their rostered shift, then the provisions of Clause 30, Overtime, shall apply.

50. **Probationary Period**

   i. Employees (other than casual employees) will be subject to a three month probationary period.

   ii. If an employee is absent from work during the probationary period for any reason, the probationary period may be extended by a period equal to the period of absence by notice in writing by the employer.

   iii. If the employer is not satisfied with the employees' performance during the probationary period, the employer may extend the probationary period for a further period of up to 3 months by giving the employee notice in writing.

   iv. The probationary period does not affect, and is separate to, the qualifying period of employment in the Act.

   v. At any time during the probationary period, the employer or employee can terminate the employment by giving one weeks' notice.
51. **Recognition of Workplace Representatives**

i. The role of HSU recognised workplace representatives is acknowledged by the employer. The employer agrees to provide them with reasonable access to their colleagues in the workplace. The employee shall have access and reasonable usage of telephone, internet, email, facsimile, photocopying, noticeboards and meeting facilities for the purpose of carrying out work as a workplace representative, including consulting with workplace colleagues and their union.

52. **Representative Leave**

i. Three days paid representative leave each per calendar year is available for two HSU recognised workplace representatives working at the hospital. HSU recognised workplace representatives may use this leave to attend trade union courses/seminars and/or to participate in the decision making processes of the HSU. The HSU recognised workplace representative must give management of Macquarie University Hospital at least two weeks' notice to if they are wishing to use this leave. Representative leave will count as service for all purposes.
8. SCHEDULE A - 1- Rates of Pay

<table>
<thead>
<tr>
<th>ADMINISTRATIVE STAFF CLASSIFICATION</th>
<th>2015 Current Rates of Pay (2.7% increase)</th>
<th>2016 Rates of Pay (3.0% increase) from first full period from 1 January 2016</th>
<th>2017 Rates of Pay (3.0% increase) from first full period from 1 January 2017</th>
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<td>2017 Rates of Pay (3.0% increase) from first full period from 1 January 2017</td>
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## TECHNICAL STAFF

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<th>Grade</th>
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<th>2016 Rates of Pay (3.0% increase) from first full period from 1 January 2016</th>
<th>2017 Rates of Pay (3.0% increase) from first full period from 1 January 2017</th>
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<td>Seventh year of service</td>
<td>$1,268.02</td>
<td>$1,306.06</td>
<td>$1,345.24</td>
</tr>
<tr>
<td>Eighth year of service</td>
<td>$1,372.37</td>
<td>$1,413.54</td>
<td>$1,455.95</td>
</tr>
<tr>
<td><strong>Dietitian Grade 1</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>First year of scale</td>
<td>$1,468.72</td>
<td>$1,512.78</td>
<td>$1,558.17</td>
</tr>
<tr>
<td>Second year of scale</td>
<td>$1,514.64</td>
<td>$1,560.08</td>
<td>$1,606.88</td>
</tr>
</tbody>
</table>
### 9. SCHEDULE A – Table 2 - Allowances

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Brief Description</th>
<th>Current Rates of Allowances (2.7% increase)</th>
<th>2016 Rates of Allowances (3.0% increase) from first full period from 1 January 2016</th>
<th>2017 Rates of Allowances (3.0% increase) from first full period from 1 January 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sterilizing Certificate Allowance (Per week)</td>
<td>$13.85</td>
<td>$14.27</td>
<td>$14.70</td>
</tr>
<tr>
<td>2</td>
<td>Broken Shift allowance</td>
<td>$9.51</td>
<td>$9.80</td>
<td>$10.09</td>
</tr>
<tr>
<td>3</td>
<td>Meal allowances (overtime) per meal–</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Breakfast</td>
<td>$13.59</td>
<td>$14.00</td>
<td>$14.42</td>
</tr>
<tr>
<td></td>
<td>- Lunch</td>
<td>$17.30</td>
<td>$17.82</td>
<td>$18.35</td>
</tr>
<tr>
<td></td>
<td>- Dinner</td>
<td>$25.95</td>
<td>$26.73</td>
<td>$27.53</td>
</tr>
<tr>
<td>4</td>
<td>Handling linen of nauseous nature allowance (except in sealed linen bags) per hour</td>
<td>$0.26</td>
<td>$0.26</td>
<td>$0.27</td>
</tr>
<tr>
<td>5</td>
<td>On-Call allowance – per 24 hours</td>
<td>$22.25</td>
<td>$22.92</td>
<td>$23.60</td>
</tr>
<tr>
<td></td>
<td>On-Call allowance-Rostered days off</td>
<td>$43.25</td>
<td>$44.55</td>
<td>$45.89</td>
</tr>
<tr>
<td>6</td>
<td>Uniform allowance</td>
<td>$2.60</td>
<td>$2.68</td>
<td>$2.76</td>
</tr>
<tr>
<td>7</td>
<td>Laundering of uniform allowance</td>
<td>$1.61</td>
<td>$1.66</td>
<td>$1.71</td>
</tr>
<tr>
<td>8</td>
<td>Shoe allowance</td>
<td>$1.62</td>
<td>$1.67</td>
<td>$1.72</td>
</tr>
<tr>
<td>9</td>
<td>Transport allowance - use of own vehicle (overtime hours)</td>
<td>As per the ATO Rate</td>
<td>As per the ATO Rate</td>
<td>As per the ATO Rate</td>
</tr>
<tr>
<td>10</td>
<td>Sleepover allowance</td>
<td>$10.30</td>
<td>$10.61</td>
<td>$10.93</td>
</tr>
<tr>
<td>11</td>
<td>Leading Hand Allowance –</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- in charge of 2 to 5 employees</td>
<td>$24.46</td>
<td>$25.20</td>
<td>$25.95</td>
</tr>
<tr>
<td></td>
<td>- in charge of 6 to 10 employees</td>
<td>$34.48</td>
<td>$35.51</td>
<td>$36.58</td>
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<td></td>
<td>- in charge of 11 to 15 employees</td>
<td>$43.63</td>
<td>$44.94</td>
<td>$46.28</td>
</tr>
<tr>
<td></td>
<td>- in charge of 16 to 19 employees</td>
<td>$53.15</td>
<td>$54.74</td>
<td>$56.38</td>
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<tr>
<td>12</td>
<td>Loan Set Coordinator</td>
<td>$30.00</td>
<td>$30.90</td>
<td>$31.83</td>
</tr>
<tr>
<td>13</td>
<td>Operating Theatre Assistant allowance</td>
<td>$13.85</td>
<td>$14.27</td>
<td>$14.70</td>
</tr>
</tbody>
</table>
11 February 2016

Associate to Commissioner Johns
Fair Work Commission
80 William Street
SYDNEY NSW 2011

Undertaking re AG2015/7790: Macquarie University Hospital / HSU New South Wales Branch Employees Enterprise Agreement 2015-2017

Macquarie University Hospital undertakes that employees covered by this Agreement are entitled to take paid annual leave during their first year of employment.

Macquarie University Hospital advises that copies of the Enterprise Agreement along with an explanatory memo of the changes and voting details were also distributed by email directly to each employee to be covered by the Agreement as well as being placed on the intranet with links to each employee. This information was inadvertently omitted from Questions 2.4 and 2.5 from the F17.

Yours faithfully

Carol Bryant
Chief Executive Officer

c.c Fran Johnston: Health Services Union NSW Branch
Schedule 2.2—Model flexibility term
(regulation 2.08)

Model flexibility term

(1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
   (a) the agreement deals with 1 or more of the following matters:
       (i) arrangements about when work is performed;
       (ii) overtime rates;
       (iii) penalty rates;
       (iv) allowances;
       (v) leave loading; and
   (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
   (c) the arrangement is genuinely agreed to by the employer and employee.

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

(3) The employer must ensure that the individual flexibility arrangement:
   (a) is in writing; and
   (b) includes the name of the employer and employee; and
   (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
   (d) includes details of:
Schedule 2.2 Model flexibility term

(i) the terms of the enterprise agreement that will be varied by the arrangement; and
(ii) how the arrangement will vary the effect of the terms; and
(iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
(e) states the day on which the arrangement commences.

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

(5) The employer or employee may terminate the individual flexibility arrangement:
(a) by giving no more than 28 days written notice to the other party to the arrangement; or
(b) if the employer and employee agree in writing—at any time.