

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/198

TITLE: St Vincent's Private Hospital, Bathurst Enterprise Agreement 1999

I.R.C. NO: 99/3691

DATE APPROVED/COMMENCEMENT: 22 July 1999 and commenced 1 July 1999

TERM: Expires 1 July 2000

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to Support Service staff including Administrative Officers Grades 1-5, Hospital Assistants Grades 1-3 and Technical Assistants Grade 1.

PARTIES: Catholic Health Care Services Limited -&- The Health and Research Employees' Association of New South Wales



ST VINCENT'S
PRIVATE HOSPITAL,
BATHURST
ENTERPRISE AGREEMENT
1999



TABLE OF CONTENTS

1. **Title**
2. **Area, Incidence and Parties Bound**
3. **Operative Date**
4. **Relationship to Parent Award**
5. **Definitions**
6. **Award Clauses to be Over-Ridden**
7. **Aims of this Agreement**
8. **New Employees**
9. **Agreement to be Displayed**
10. **Wages**
11. **Paid Maternity Leave**
12. **Grievance Procedure**

Table One – Salary Rates

Table Two - Allowances

1. TITLE

This Agreement shall be known as the St Vincent's Private Hospital, Bathurst Enterprise Agreement 1999.

2. AREA, INCIDENCE AND PARTIES BOUND.

This Agreement shall be binding upon St Vincent's Private Hospital, Bathurst as conducted by Catholic Health Care Services Limited at Gorman's Hill Road, Bathurst NSW 2795 and the Health and Research Employees Association of New South Wales. This Agreement will cover classifications set out in this Agreement and classifications as defined in Clause 3, Definitions of the Private Hospital Employees (State) Award.

3. OPERATIVE DATE

By administrative action, this Agreement shall take effect from the 1st July 1999 and shall remain in force until 1st July 2000.

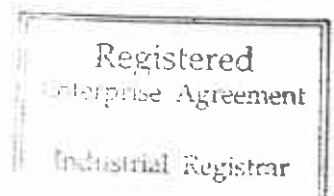
4. RELATIONSHIP TO PARENT AWARD.

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

5. DEFINITIONS.

Administration Officer Level 1- These positions are established for undertaking routine clerical work, an employee at this level may be a trainee with no previous experience. Work is performed under close supervision requiring the application of basic skills and routines such as providing receptionist services, straight forward collating, collecting and distributing, carrying out routine checks by simple comparisons, maintaining basic records, mail procedures, obtaining or providing information about straight forward matters and routine user maintenance of office equipment. Work performed is within established routines, methods and procedures. The work which it is envisaged would come within this level would require the exercise of any one or more of the skills set out; operate personal computers, printing devices attached to personal computers, paging system, calculator.

Administration Officer Level 2 – Training of other employees may be required. Undertaking a range of operational and administrative tasks under general instruction and close supervision but with discretion in selecting the most appropriate method and sequence. The exercising of basic judgement is required, although problems countered are of a simple nature with solutions found by reference to established methods and procedures. The work which it is envisaged would come within this level would involve a range of activities requiring the use of numeric, written and verbal communication, and other work skills appropriate to the tasks and responsibilities. In addition to other pay office duties performs the actual calculation of salaries.



Administration Officer Level 2A - Take shorthand notes and transcribe accurately. Arrange travel bookings and itineraries, make appointments, screen telephone calls, follow visitor protocol procedures, establish telephone contact on behalf of Officer/s.

Administration Officer Level 3 – Decision making in day to day operational matters is a normal part of the duties. Assist more senior officers in complex tasks or projects. Work performed under broad supervision but requires some independent action. Scope exists for exercising initiative in the application of established work practices and procedures. Employees may be graded at this level where the principal function of their employment require a sound knowledge of activities usually performed within the work area and their impact upon the activities of others. Required to carry out routine pay office duties involving the calculation of employee pays and entitlements together with provision of direct advice on pay and conditions to employees.

Administration Officer Level 4 – Working under limited direction and guidance with regard to work priorities. Possess organisational skills required to set priorities and monitor work flow in the area of responsibility. Ability to write reports, documents and correspondence, including drafting complex correspondence for senior officers, accurately and clearly. Carry out a variety of functions which may be complex in nature and require judgement in selecting and applying established principles, techniques and methods. Ability to investigate or evaluate legislation, regulations, instructions or procedural guidelines relevant to the tasks and responsibilities. Ability to delegate work to subordinates where appropriate. Carry out inspection and monitoring functions to ensure outputs are of a high quality. Required to carry out routine pay office duties involving the calculation of employee pays and entitlements together with provision of direct advice on pay and conditions to employees and having had a minimum 2 years service carrying out these duties.

Administration Officer Level 5 – Ability to manage physical and financial resources to ensure the delivery of services or the successful completion of a project. Decision making across a number of areas and review of operational systems. Ability to manage conflict of resources or priorities. Independent action may be exercised within constraints set by senior management. Work with little formal guidelines, usually under limited direction as to work priorities and the detailed conduct of the task. Required to exercise advanced skills and knowledge in respect of pay office functions and whose duties include responsibilities for the checking of subordinates work and the exercise of an interpretive role in respect of pay enquiries.

Association – means The Health and Research Employee's Association of New South Wales.

ATO – Australian Taxation Office.

ATO Guidelines – refer to guidelines published by the ATO dealing with the Interpretation and operation of taxation legislation.

Registered
Enterprise Agreement
Industrial Registrar

Award– refers to the Private Hospital Employees (State) Award, which governs the minimum employment entitlement of the employee to the extent that they are not modified or altered by this Enterprise Agreement.

Cook B – means a person employed as such, as a cook, other than a Chef, Cook Grade A or Assistant Cook.

Hospital Assistant Grade 1 – means an employee, male or female, appointed as such who is required to perform general cleaning duties and other duties of a house-hold-chore type, excepting those specified in the definition of Hospital Assistant Grade II. Without limiting the generality of the foregoing it shall include duties traditionally associated with the former classifications of Ward Assistant (save those duties specified in the definition of Hospital Assistant, Grade II) Maid, Seamstress, Laundry Employee (female), and/or Female Attendant.

Hospital Assistant Grade 2 – means an employee, male or female, appointed as such who is required to perform, in addition to the duties appropriate to a Hospital Assistant, Grade 1, duties such as high cleaning, stripping and/or sealing of floors, portering of patients and/or heavy equipment, etc, loading and/or unloading of commercial type washing machines, cleaning of tooth and vomit bowls, sanitising of bread pans and other equipment, the cooking and/or preparing of light refreshments (e.g. eggs, toasts, salads), making unoccupied beds. Without limiting the generality of the foregoing it shall include duties traditionally associated with the former classifications of Dressmaker, Kitchenman, Laundry Employee (male), Porter (all grades), Porter/Cleaner (all grades), Lift Attendant, Laboratory Attendant Male, Attendant Vehicle Parking, General Useful, Incinerator Attendant, Gardener's Labourer, General Reliever (male).

Hospital Assistant Grade 3 – means an employee, male or female, appointed as such who is required to perform any of the duties previously performed by persons appointed under the classifications of Storeman, Handyman, Assistant Cook, Patrol/Security Officer or Operating Theatre Orderly.

Notional Benefit Account – the account kept in accordance with the Remuneration Administration Guidelines

Fringe Benefits – refer to those items which can be funded from an employee's Notional Benefit Account as defined in Chapter 2 of the CHCS Employment Handbook. Fringe benefits will comprise \$8,755 of the employee's total remuneration entitlement. Fringe benefits are not subject to PAYE taxation.

Registered
Enterprise Agreement
Industrial Registrar

Fringe Benefits Tax – a federal tax that came into effect on 1 July 1986. A fringe benefit is a non cash benefit which is provided to an employee. Fringe Benefits tax is a tax payable by an employer on the value of certain fringe benefits that have been provided to their employee's, or to associates of employees.

PBI- means "*Public Benevolent Institution*" as defined by the Fringe Benefits Tax Assessment Act 1986.

Salary– refers to the actual cash salary, which is subject to PAYE taxation

Salary Sacrificing – refers to the packaging of the Employee's salary and fringe benefits, calculated from the employee's gross Award income, less PAYE tax, immediately prior to the commencement of this Agreement, plus an amount equivalent to the minimum statutory superannuation contribution made by Catholic Health Care Services Limited on behalf of the employee, plus an additional consideration in the form of a 2% increase from 1 July 1999 plus a further additional consideration of 3% from the first pay period on or after 1 January 2000.

Technical Assistant Grade 1 - means a person appointed as such who is wholly or substantially engaged in assisting a physiotherapist, occupational therapist or dietitian with routine professional activities.

6. AWARD CLAUSES TO BE OVER – RIDDEN BY THIS AGREEMENT.

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

Clause 4. Wages.

Clause 14 Allowances for Special Working Conditions.

7. AIMS OF THIS AGREEMENT.

Essentially this Agreement is designed to ensure that:

(i) Employees who were previously paid by The Catholic Diocese of Bathurst, in accordance with the Health Employees Conditions of Employment (State) Award through a common law contract, are not disadvantaged by the transfer to the new licensee, Catholic Health care Services Limited who intend to apply the provisions of the Private Hospital Employees (State) Award.

(ii) The fringe benefit tax exemption afforded to Catholic Health Care Services Limited under the Fringe Benefits Tax exemption as a Public Benevolent Institution, provides an opportunity to allocate more resources to direct service delivery, by achieving a reduction in net employment costs through salary sacrificing.

8. NEW EMPLOYEES.

The parties agree that any new employee who is employed during the term of this Agreement will be bound by this Agreement.

Registered
Enterprise Agreement

Industrial Registrar

9. AGREEMENT TO BE DISPLAYED.

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

10. WAGES

Employees covered by this Agreement will be paid not less than the appropriate wage as set out in Schedule A, Table 1, Monetary Rates,

In general terms, this Agreement allows for:

- (i) Payment of current wages as of 1 July 1999 as set out in the Health Employees Conditions of Employment (State) Award, plus
- (ii) An increase of 2% from 1 July 1999, plus
- (iii) An additional increase of 3% from the first pay period on or after 1 January 2000.

11. PAID MATERNITY LEAVE

Employees, covered by this Agreement, who are employed by Catholic Health Care Services Limited at the commencement of this Agreement, who give birth within forty (40) weeks of 1 July 1999, shall be entitled to paid maternity leave as follows:

- (i) An employee who is entitled to paid maternity leave in accordance with this Agreement shall be entitled to nine weeks at the ordinary rate from the date maternity leave commences. This leave may commence up to nine (9) weeks prior to the expected date of birth.

It is not compulsory for an employee to take this leave off work. However, if an employee decides to work during this period it is subject to the employee being able to satisfactorily perform the full range of duties.

- (ii) Paid maternity Leave may be paid:
 - On a normal fortnightly basis;
 - In advance in a lump sum;
 - At the rate of half pay over a period of eighteen (18) weeks, on a regular fortnightly basis;
 - Recreation and/or long service leave credits can be combined with periods of maternity leave on half pay to enable an employee to remain on full pay for that period.

Notwithstanding anything contained within this clause, the parties covered by this Agreement shall be entitled to Parental Leave as set out in Part 4 of the Industrial Relations Act 1996.

Registered
Enterprise Agreement
Industrial Registrar

12. GRIEVANCE PROCEDURE

- (i) Where a dispute arises which can not be resolved between the employees or their representative and the supervising staff, it shall be referred to the DON/Manager of the hospital or his/her nominee who will arrange for the matter to be discussed with the employee concerned and if requested, in writing, a local representative or representatives of the Association.
- (ii) If the matter is not resolved within a reasonable time it must be referred by the supervisor to the DON/Manager (or his or her nominee) and may be referred by the employee to the Association's Head Office. Discussions at this level must take place within a reasonable time with a view to resolving the issue in dispute. Failing settlement of the issue at this level, the matter shall be dealt with in accordance with sub-clause (iii) of this clause.
- (iii) With a view to a amicable and speedy settlement of all disputes that firstly cannot be settled by a local management and the Association or its representatives, disputes may be submitted to a committee consisting of not more than four members with equal representation of the Hospital and the Association. Such committee shall have the power to investigate all matters in dispute and to report to the Hospital and the Association respectively, with such recommendations as it may think right and in the event of no mutual decision being arrived at by such a committee.
- (iv) If the dispute is not resolved either party may refer the matter to the Industrial Relations Commission in accordance with the provisions of the Industrial Relations Act 1996 (NSW) providing that a party can not refer the matter unless this grievance procedure has been followed and has failed to resolve the grievance.
- (v) Whilst these procedures are continuing, no stoppage of work or any form of ban or limitation of work shall be applied.
- (vi) Unless agreed otherwise by the parties the status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose "status quo" means the work procedures and practices in place:
 - (a) immediately before the issues arose; or
 - (b) immediately before any change to those procedures or practices, which caused the issue to arise, was made.

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

Registered
Enterprise Agreement
Industrial Registrar

This Agreement is made at SYDNEY on 2nd day of July 1999

Signed for and on behalf of
Catholic Health Care Services Limited
By the Managing Director)

) C. J. King
)

In the presence of)

) Quinney
)

Signed for and on behalf of
The Health & Research
Employee's Association
of New South Wales
by the State Secretary)

) [Signature]
)

In the presence of)

) [Signature]
) SL
)

Registered
Enterprise Agreement
Industrial Registrar

Table One - Salary Rates – Packaged

Classification	Weekly Rate from 1 July 1999	Weekly rate from 1 Jan 2000
Admin. Officer Level 1		
1 st Year	\$483.70	\$498.20
2 nd Year	\$504.20	\$519.30
3 rd Year	\$523.90	\$539.60
4 th Year	\$536.90	\$553.00
5 th Year	\$550.20	\$566.70
Admin. Officer Level 2		
1 st Year	\$569.70	\$586.80
2 nd Year	\$589.70	\$607.40
2A 1 st Year	\$600.90	\$618.90
2A 2 nd Year	\$610.20	\$628.50
Admin. Officer Level 3		
1 st Year	\$610.20	\$628.50
2 nd Year	\$630.30	\$649.20
Admin. Officer Level 4		
1 st Year	\$647.40	\$666.80
2 nd Year	\$662.90	\$682.80
Admin. Officer Level 5		
1 st Year	\$683.60	\$704.10
2 nd Year	\$700.10	\$721.10
Admin. Officer Level 6	\$667.50	\$687.50
Admin. Officer Level 7	\$690.50	\$711.20
Quality Assurance Officer		
1 st Year	\$1032.40	\$1063.40
Thereafter	\$1069.30	\$1101.40
Cook Grade B	\$540.50	\$556.70
Hospital Assistant Grade 1	\$497.60	\$512.50
Hospital Assistant Grade 2	\$508.80	\$524.10
Hospital Assistant Grade 3	\$517.00	\$532.50
Security Officer	\$538.60	\$554.80
Technical Assistant Grade 1		
First Year	\$538.60	\$554.80
Second Year	\$549.20	\$565.70
Thereafter	\$561.90	\$578.80

Table Two – Allowances

Allowance	1 July 1999	1 Jan 2000
Nauseous Linen	\$2.65 per shift or part thereof	\$2.75 per shift or part thereof
Infectious cleaning	\$3.20 per shift or part thereof	\$3.30 per shift or part thereof
Laundry	\$1.00 per shift	\$1.00 per shift

Registered
Enterprise Agreement
Industrial Registrar