



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Ramsay Health Care Australia Pty. Ltd.
(AG2017/4935)

RAMSAY HEALTH CARE AUSTRALIA PTY. LTD. AND HEALTH PROFESSIONALS' QUEENSLAND ENTERPRISE AGREEMENT 2017/2020

Health and welfare services

COMMISSIONER GREGORY

MELBOURNE, 5 MARCH 2018

Application for approval of the Ramsay Health Care Australia Pty. Ltd. and Health Professionals' Queensland Enterprise Agreement 2017-2020.

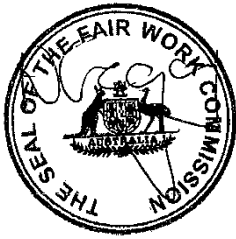
[1] An application has been made for approval of an enterprise agreement known as the *Ramsay Health Care Australia Pty. Ltd. and Health Professionals' Queensland Enterprise Agreement 2017-2020* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Ramsay Health Care Australia Pty. Ltd. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Australian Municipal and Clerical Services Union Queensland Together Again Branch being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 12 March 2018. The nominal expiry date of the Agreement is 30 September 2020.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE427530 PR600891>

Annexure A



Ramsay Health Care Australia Pty Ltd
Queensland Operations
ABN 36 003 184 889
PO Box 1
Tugun Qld 4224
Telephone: (07) 5598 9795
Facsimile: (07) 5598 9659
www.ramsayhealth.com.au

February 23rd, 2018

Sarah Martiniello
Agreement Assessor
Member Support Research Team
Fair Work Commission
Via email: member.assist@fwc.gov.au

Dear Ms Martiniello,

Re: AG2017/4935 - Application for approval of the Ramsay Health Care Australia Pty. Ltd and Health Professionals' Queensland Enterprise Agreement 2017-2020

I acknowledge receipt of your email of today's date and note the Commissioner's concerns and comment which are;

- Clause 9.2 of the Agreement appears to provide for personal leave in hours as opposed to days. Under the NES, leave entitlements are generally expressed in weeks and days (for example, an employee is entitled to four weeks paid annual leave under the NES, and 10 days paid personal leave). In *RACV Road Service Pty Ltd v Australian Municipal, Administrative, Clerical and Services Union* [2015] FWCFB 2881, the Full Bench has noted that by calculating personal leave and annual leave in terms of hours, some employees can receive fewer than the prescribed days and weeks leave prescribed under the Fair Work Act 2009.

Response

It is agreed that where hours appear in clause 6.2 (not 9.2), these will be replaced with days as shown below:

6.2.1

(a) *Every permanent full-time employee is entitled to ~~7.6 hours~~ 10 days personal carer's leave for each completed year of their employment with their employer.*

Provided that part-time employees accrue personal/carer's leave on a proportional basis.

(b) *This entitlement will accrue at the rate of ~~7.6 hours~~ 1 day personal/carer's leave for each 5.2 weeks of employment.*

This proposed response has been shared with Mr Michael Thomas of the Together Union and the other named bargaining representatives who have not expressed any objections.

Please let me know if you require anything further.

Yours sincerely,

Lynda Hepworth
Human Resources Manager – Queensland



**RAMSAY HEALTH CARE
AUSTRALIA PTY. LTD.**

and

**HEALTH
PROFESSIONALS'
QUEENSLAND
ENTERPRISE AGREEMENT**

2017 - 2020

INDEX

Subject Matter	Clause No.
PART 1 - PRELIMINARY	
Name of Agreement	1.1
Scope of Agreement	1.2
Date of Operation	1.3
Definitions	1.4
Previous Certified Agreement	1.5
Access to the Agreement and National Employment Standards	1.6
Renewal of Agreement	1.7
PART 2 – GRIEVANCE AND DISPUTE RESOLUTION, ENTERPRISE CONSULTATIVE MECHANISMS	
Grievance and dispute settling procedure	2.1
Enterprise Consultative Mechanisms	2.2
Workplace Consultation	2.3
Employment Flexibility	2.4
PART 3 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS	
Employment categories	3.1
Part-time employment	3.2
Casual employment	3.3
Termination of employment	3.4
Redundancy	3.5
Transmission of Business	3.6
Professional Development & Study Leave	3.7
Consultation regarding students	3.8
Union Encouragement	3.9
Workload Management/Safety Issues	3.10
PART 4 - WAGES AND WAGE RELATED MATTERS	
Classification structure	4.1
Generic level statements – Allied Health	4.2
Experience to Count	4.3
Generic level statements – Biomedical Employees	4.4
Salaries	4.5
Uniforms	4.6
Occupational superannuation	4.7
Payment of salary	4.8
Salary Packaging	4.9
On-Call	4.10
Re-Call	4.11
Qualification Allowance	4.12
Lead Protective Wear Allowance	4.13
Higher Duties	4.14
PART 5 - HOURS OF WORK, BREAKS, OVERTIME, WEEKEND WORK	
Hours of work	5.1
Extra payment for weekend work	5.2
Extra Payment for Afternoon Shift	5.3
Flexibility of Working Arrangements	5.4
Overtime	5.5
Overtime meal	5.6
Meal time and rest pauses	5.7

PART 6 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

Annual leave	6.1
Personal/Carer's Leave	6.2
Paid Parental leave	6.3
Compassionate leave	6.4
Long service leave	6.5
Public holidays	6.6
Ceremonial Leave	6.7
Community Service Leave	6.8
Flexible Leave and Work Practices	6.9
Jury Service	6.10

Schedule A – B Wage Rates

Signatories

PART 1 – PRELIMINARY

1.1 Name of Agreement

1.1.1 This Agreement shall be called the Ramsay Health Care Australia Pty. Ltd. and Health Professionals' Queensland Enterprise Agreement 2017 - 2020

1.2 Scope of Agreement

This Agreement shall apply to:

- (a) Ramsay Health Care Australia Pty. Ltd. trading as
- Caboolture Private Hospital
 - Caloundra Private Hospital
 - Cairns Private Hospital
 - Cairns Day Surgery
 - The Cairns Clinic
 - Greenslopes Private Hospital
 - Hillcrest Rockhampton Private Hospital
 - John Flynn Gold Coast Private Hospital
 - New Farm Clinic ABN 28 010 219 628
 - North West Brisbane Private Hospital
 - Noosa Hospital
 - Nambour Selangor Private Hospital
 - Pindara Gold Coast Private Hospital
 - Pindara Day Procedure Centre
 - Gold Coast Day Hospitals Pty. Ltd. T/A Short Street Day Surgery
 - Ramsay Health Plus
 - St. Andrew's Ipswich Private Hospital
 - Sunshine Coast University Private Hospital
 - The Southport Private Hospital
- (b) And to employees of Ramsay Health Care Australia Pty. Ltd. whose employment falls within Queensland and within the scope of this Agreement and includes the following Health professionals:

Allied Health

Physiotherapists, Occupational Therapists, Speech Language Pathologists, Psychologists, Social Workers, Dietitians, Exercise Physiologists, and Cardiac Technicians*

Biomedical*

Assistants, Technicians, Engineers and Managers

* For the classifications identified with an asterisk, this Agreement will apply to new employees appointed on or after the 10th of October 2013. Employees on these classifications appointed prior to this date may request in writing to the employer for coverage under this Agreement on the understanding that no employee will be worse off overall as a result of such coverage. Any such request to the employer will not be unreasonably denied.

1.3 Date of Operation

1.3.1 This Agreement takes effect on the 7th day after receiving approval from the Fair Work Commission and shall remain in force until 30 September 2020 and thereafter in accordance with the Act.

- 1.3.2. The first wage increase under this Agreement will take effect from the first pay period commencing on or after the date a successful ballot is recorded.
- 1.3.3 This Agreement shall be read in conjunction with the National Employment Standards (NES).

Where the NES is more beneficial to the employee, the NES will over-ride the relevant term under the Agreement.

1.4 Definitions

- 1.4.1 "Classification Level" shall comprise a number of pay points through which employees will be eligible to progress.
- 1.4.2 "Generic Level Statement" means a broad, concise statement of duties, skills and responsibilities of a given Classification Level.
- 1.4.3 "Increment" means for all employees an increase in salary from one pay point to the next pay point.
- 1.4.4 "Pay point" means the specific rate of remuneration payable to employees within a Classification Level.

1.5 Previous Certified Agreement

This Agreement replaces Certified Agreement number AG2013/11026

1.6 Access to the Agreement and the National Employment Standards

A copy of this Agreement shall be accessible to employees covered by this Agreement either via intranet or hard copy. Details of the National Employment Standards are available via this link: www.fairwork.gov.au/employee-entitlements/national-employment-standards

1.7 Renewal of Agreement

The parties agree that negotiations for a new Agreement will commence no later than July 2020.

PART 2 – GRIEVANCE AND DISPUTE RESOLUTION, ENTERPRISE CONSULTATIVE MECHANISMS

2.1 Grievance and Dispute Settling Procedure

The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and an employer in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Such procedures shall apply to a single employee or to any number of employees.

- 2.1.1 In the event of an employee having a grievance or dispute, the employee shall in the first instance attempt to resolve the matter with their immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 2.1.2 If the grievance or dispute is not resolved under clause 2.1.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.

- 2.1.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 2.1.5.
- 2.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 2.1.2, the matter shall be reported by the employee or their nominated representative to senior management of the employer or the employer's nominated representative. This should occur as soon as it is evident that discussions under clause 2.1.2 will not result in resolution of the dispute.
- 2.1.5 If, after discussion between the parties, or their nominees mentioned in clause 2.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute may be given to the Fair Work Commission for conciliation and if necessary, arbitration.
- 2.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 2.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 2.1.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by Fair Work Commission or the dispute resolution provider, with a view to the prompt settlement of the dispute.
- 2.1.9 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made.

2.2 Enterprise Consultative Mechanisms

Management and employees covered by this Agreement may establish or join an already established consultative committee whose objectives are:

- (a) To ensure staff are aware of the content of this and other similar Agreements as appropriate.
- (b) To discuss issues arising from this Agreement or similar Agreements which have not been able to be resolved at the local level.
- (c) To work towards a co-operative, positive workplace culture.

Management and employees are committed to effective consultation and mutual information sharing in the workplace.

The parties acknowledge that certain issues may involve sensitive or confidential material and agree that such material so defined will remain confidential to the parties. This is provided that the employer is not required to disclose confidential information, the disclosure of which could be harmful to its interests.

2.3 Workplace Consultation

- 2.3.1 This term applies if the employer:
 - (a) 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

2.3.2 For a major change referred to in paragraph 2.3.1 (a):

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses 2.3.3 to 2.3.9 apply.

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

2.3.4 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.

2.3.5 As soon as practicable after making its decision, the employer must:

- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) 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:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.

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

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

2.3.8 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 2.3.2 (a) and subclauses 2.3.3 and 2.3.5 are taken not to apply.

2.3.9 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

2.3.10 For a change referred to in paragraph 2.3.1(b):

- (a) the employer must notify the relevant employees of the proposed change; and
- (b) subclauses 2.3.11 to 2.3.15 apply.

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

2.3.12 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.

2.3.13 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:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) 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).

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

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

2.3.16 In this term:

"relevant employees" means the employees who may be affected by a change referred to in subclause 2.3.1.

2.4 Employment Flexibility

2.4.1 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.
- 2.4.2 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.
- 2.4.3 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:
 - (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.
- 2.4.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 2.4.5 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.

PART 3 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

3.1 Employment Categories

- 3.1.1 It is acknowledged that as a general rule, permanent employment is the preferred method of engagement.
- 3.1.2 An employee may be engaged as a full-time, part-time or casual employee.
- 3.1.3 The basis of the contract of employment shall be confirmed with each employee in writing at the time of the engagement including classification level. In the case of casual employees, such notification need only be supplied at the initial engagement and when that employee's employment status changes.
- 3.1.4 In the instance of part-time employees, such confirmation shall include the minimum number of guaranteed hours of work per fortnight.

3.2 Part-Time Employment

- 3.2.1 The spread of ordinary working hours shall be worked as prescribed for a full-time employee, and shall be worked in accordance with a roster which may be amended from time to time to suit the needs of the employer after consultation with the employee concerned.
- 3.2.2 The ordinary daily working hours shall be worked continuously, excluding meal breaks and shall be not less than 3 hours or more than 8 hours on any one day unless otherwise agreed as per clause 5.1.3 (10-hour shifts).

Provided always that working hours of a part-time employee shall be on average, less per fortnight than a full-time employee.

- 3.2.3 Part-time employees shall be paid at the rate of 1/76th of the fortnightly rate of salary prescribed for the appropriate classification per hour with a minimum payment as for 3 hours on any one engagement when work is performed. Such employees shall be further entitled to uniform allowances applicable pursuant to clause 4.6, based *pro rata* on the number of hours worked in relation to the ordinary hours of a full-time employee.
- 3.2.4 Annual Increments shall be payable to part-time employees under the same provisions as applicable to full-time employees:

Provided that increments of salary will become due when the part-time employee has completed the equivalent of 1976 hours of full-time service, or has received payment for 1976 hours, including annual, sick, compassionate and other paid leave in accordance with clause Part 6.

- 3.2.5 Part-time employees are entitled to any allowances applicable based *pro rata* on the number of hours worked in relation to the ordinary hours of a full-time employee.
- 3.2.6 Part-time employees are entitled to overtime in accordance with clause 5.5 (Overtime).
- 3.2.7 Part-time employees are entitled to the holiday provisions of clause 6.6 (Public holidays).
- 3.2.8 A part-time employee who is usually rostered to work on a day of the week on which a public holiday falls and who is not required to work on that day, shall be paid for the hours which would otherwise have been worked on that day.
- 3.2.9 Part-time employees shall be entitled to annual leave in accordance with clause 6.1 (Annual leave):

Provided that "full pay" shall be calculated in the same proportion as the average number of hours normally worked per week by the employee during the employee's previous year of employment bears to the ordinary hours of a full-time employee.

3.2.10 Where a part-time employee has accumulated an entitlement to personal/carer's leave in accordance with clause 6.2 (Personal/Carer's leave), payment for personal/carer's leave shall be based upon the number of hours that the employee would otherwise have worked on the day or days when such leave is taken.

3.2.11 Where a part-time employee wants to have their minimum guaranteed hours increased, they are to formalise their request in writing following a minimum of 12 months' continuous employment with Ramsay Health Care. This request must be given to the Director of Clinical Services (DoCS).

The DoCS will (in conjunction with the relevant Manager):

- review the employee's work patterns over the last 12 months to determine whether the pattern is consistent and likely to be ongoing;
- will consider the future needs of the business; and
- will consider the needs of the individual.

The DoCS will respond formally to the request within 21 days explaining the reason for the decision.

3.3 Casual Employment

3.3.1 A casual employee is an employee who is engaged and paid as such, who is not regularly employed as a part-time employee and who is engaged to work on an hourly basis for less than the ordinary weekly hours of a full-time employee.

3.3.2 Casual employees shall be paid 25% in addition to the prescribed minimum rate for the appropriate Classification Level.

3.3.3 Casuals shall be excluded from the provisions of clause 4.5 (uniforms) as the 25% loading incorporates a component for uniforms.

3.3.4 The minimum engagement for a casual employee shall be two hours.

3.3.5 Casual employees who wish to change their employment status to permanent may formalise their request in writing following a minimum of 12 months' continuous employment with Ramsay Health Care. This request must be given to the Director of Clinical Services (DoCS).

The DoCS will (in conjunction with the relevant Manager):

- review the employee's work patterns over the last 12 months to determine whether the pattern is consistent and likely to be ongoing;
- will consider the future needs of the business and
- will consider the needs of the individual.

The DoCS will respond formally to the request within 21 days explaining the reason for the decision.

3.4 Termination of Employment

3.4.1 Statement of employment

The employer shall, in the event of termination of employment, provide upon request to an employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

3.4.2 Termination by employer

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

Period of Continuous Service	Period of Notice
not more than 1 year	1 week
more than 1 year, but not more than 3 years	2 weeks
more than 3 years, but not more than 5 years	3 weeks
more than 5 years	4 weeks

- (b) In addition to the notice in clause 3.4.2(a), employees over 45 years of age at the time of giving of notice and with not less than 2 years' continuous service, shall be entitled to an additional week's notice.
- (c) Payment in lieu of notice shall be made if the appropriate notice is not given:

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- (d) In calculating any payment in lieu of notice the ordinary time rate of pay for the employee concerned shall be used.
- (e) The period of notice in clause 3.4.2 shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of casual employees, or employees engaged for a specific period of time or for a specific task or tasks.

3.4.3 Notice of termination by employee

The notice of termination required to be given by an employee (other than a casual) is two weeks. If an employee fails to give notice the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate for the period of notice.

3.4.4 Annual leave

Annual leave or part thereof cannot be counted as notice of termination by either party unless otherwise agreed by both parties.

3.5 Redundancy

3.5.1 Consultation before terminations

Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected and when requested, their nominated representative.

The consultation shall take place as soon as it is practicable after the employer has made a definite decision and shall cover *inter alia*, the reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to avert or mitigate the adverse effects of any terminations of the employees concerned which may include calling for voluntary redundancies.

For the purpose of such consultation, the employer shall as soon as practicable, provide in writing to the employees concerned and their nominated representative, all relevant information about the proposed terminations and the reasons for the proposed terminations, the number and categories of employees likely to be effected, the number of workers normally employed in the period over which the terminations are likely to be carried out.

Provided that an employer shall not be required to disclose confidential information, the disclosure of which would be harmful to the employer's interests.

3.5.2 Transfer to lower paid duties

Where an employee is transferred to other duties for reasons set out in clause 3.5.1, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to, pursuant to clause 3.4.2, if their 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 lower ordinary time rate of pay for the number of weeks of notice still owing.

3.5.3 Time off during notice period

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 3.5.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice 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. For this purpose a statutory declaration will be sufficient.

3.5.4 Notice to Centrelink

Where a decision has been made to terminate 15 or more employees in the circumstances outlined above, the employer shall notify Centrelink thereof as soon as possible giving relevant information including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

3.5.5 Severance pay

In addition to the period of notice prescribed for ordinary termination in clause 3.4.2, and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 3.5.1 shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay
1 year or less	nil
1 year but less than 2 years	6 weeks' pay
2 years but less than 3 years	8 weeks' pay
3 years but less than 4 years	9 weeks' pay
4 years but less than 6 years	10 weeks' pay
6 years but less than 7 years	11 weeks' pay
7 years but less than 8 years	13 weeks' pay
8 years but less than 9 years	14 weeks' pay
9 years but less than 10 years	16 weeks' pay
10 years but less than 11 years	14 weeks' pay
11 years but less than 12 years	15 weeks' pay
12 years and over	16 weeks' pay

"Weeks' pay" means the ordinary time rate of pay for the employee concerned.

3.5.6 Employee leaving during notice

An employee, whose employment is terminated for reasons set out in clause 3.5.1 may terminate such employment during the period of notice specified in clause 3.4.2, and, if so, shall be entitled to the same benefits and payments under clause 3.5 had such employee remained with the employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

3.5.7 Alternative employment

An employer, in a particular case, may make application to Fair Work Australia to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

3.5.8 Employees with less than one year's service

Clause 3.5 shall not apply to employees with less than one year's continuous service and the general obligation on the employer shall be no more than to give the relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

3.5.9 Employees exempted

Clause 3.5 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee;
- (b) to employees engaged for a specific period of time or for a specific task or tasks; or
- (c) to casual employees.

3.6 Transmission of Business

If:

- (a) a business is transmitted from Ramsay Health Care to another employer (“the transmittee”);
and
- (b) an employee who at the time of the transmission was an employee of Ramsay Health Care in that business becomes an employee of the transmittee;
then:
 - (c) the continuity of the employment of the employee is deemed not to have been broken by reason of the transmission;
 - (d) the period of employment which the employee has had with Ramsay Health Care or any prior transmitter of the business (or part of the business) to Ramsay Health Care, is deemed to be service of the employee with Ramsay Health Care; and
 - (e) the employee has no entitlement to be paid any severance amount or benefit upon cessation or termination of employment of the employee by Ramsay Health Care arising from the transmission of the business to the transmittee.

In this subclause:

“business” includes:

- (a) a trade, process, business or occupation;
- (b) part of a business;

“Ramsay Health Care” means

- (a) Any company which is a related body corporate of Ramsay Health Care within the meaning of the Corporations Act 2001.

“transmission” includes transfer, conveyance, assignment or succession whether by agreement, by operation of law or otherwise and “transmitted” has a corresponding meaning.

3.7 Professional Development and Study Leave

3.7.1 All professionals have a responsibility for their ongoing professional development and for maintaining their knowledge base through life-long learning.

3.7.2 It is acknowledged that professionals will seek opportunities for either informal or formal feedback, guidance and direction under the heading of ‘Professional Supervision’ to assist with their professional development. The Ramsay Performance Appraisal program forms part of this feedback process.

3.7.3 Experienced Professionals, Team Leaders, Supervisors and Managers have a responsibility to assist with the professional development of others by providing feedback and guidance in both informal and formal settings as directed or requested.

3.7.4 Subject to 3.7.5, without limiting current Hospital policies and practices, and subject both to prior agreement with the employer and employees’ recognition of mutuality of responsibility for their own professional development, each full-time employee (and pro rata for each part-time employee) shall be entitled to access up to 24 hours paid leave per annum (non-cumulative) for any one, or a combination of, the following professional development purposes:

- (a) goal-directed short courses of relevance to the employee’s current career responsibilities;
- (b) attendance at clinical or management skills related conferences and seminars;
- (c) such other professional development as agreed between the employer and the employee provided that:
 - (i) The annual entitlement referred to in 3.7 shall be calculated from 1st July to 30th June of each year. For new employees who commence during this period, their entitlement at 30th June shall be determined on a pro-rata basis.
 - (ii) An employee’s access to study leave for professional development and study under this clause is to be recorded by the employer; and
 - (iii) Unless otherwise agreed between an employee and the employer, to access this leave the employee arranges allocation of time to the development activity in such a manner as to enable the employee to contribute at least 50% of the time required for the activity in the employee’s own time on each occasion such leave is accessed.

(For example, if attending a two day conference, then half the conference time will be paid at ordinary time rate of pay and the other half will be in the employee’s time i.e. unpaid leave, paid leave or ADO).

3.7.5 a) For the life of this agreement only, in situations where time off for professional development has been requested which exceeds the 48 hours in any one year i.e. 24 employer paid hours and 24 employee funded hours, up to an additional 8 paid hours from the previous years’ entitlement (if this hasn’t been used), may be approved. This would mean 32 employer paid hours and 32 employee funded hours.

- b) This clause will not carry over to the next agreement unless formally agreed by both parties.

3.7.6 Where an approved program is attended during the employee's day off or out of usual work hours, the employee may apply for paid professional study leave as per 3.7.4. If this request is approved, this leave will be taken as paid time off at 'time for time'. For example, if an employee attends an 8 hour program on a Saturday and 4 hours support is approved by the relevant Manager, the employee will be absent from rostered duty for 4 hours on paid professional development leave during the next rostered period or at such time as mutually agreed.

3.7.6 Applications for financial support

Applications for financial support to undertake professional development activities can be submitted on the designated form. Consideration and any approval or rejection to part or full financial assistance requested will be based on the proposed professional development wishing to be undertaken and the needs of the employer and the employee.

- (a) The employee requesting the support is to complete the Application for Professional Development Support (PDS) Form (or equivalent) and give it to their Manager.
- (b) The Manager will assess the application and shall complete their relevant section and forward the application to the Executive Manager responsible for Allied Health or delegated representative/committee for processing within 7 days of receiving the application.
- (c) Review of the request by the Executive Manager or delegated representative/committee may take into consideration some or all of the following:
 - (i) The professional development needs of the employee.
 - (ii) The needs of the business.
 - (iii) The history of support already provided to the employee.
 - (iv) The relevance or application of the request to the current position held by the employee or probable future position/s.
 - (v) The number of employees already approved to attend the same professional development event.
 - (vi) Department and/or hospital budget provisions.
 - (vii) Staffing needs at the time.
 - (viii) Requirements to meet legislative and industry standards.
- (d) Reasons for full or partial approval or otherwise shall be sent back to the Manager to relay to the employee and to handle the administration of the application if approved.
- (e) Subject to the above, Ramsay will not unreasonably withhold approval for applications for PDS.
- (f) Where applications for professional development support are not approved, the Manager will provide the reason/s for the decision to the employee in writing.
- (g) As it is common practice to review applications once a month at Education Committee meetings, as much notice as possible is recommended. Urgent requests may be considered directly by the Executive Manager.

3.7.7 Retrospective approval:

Where employees have attended external professional development activities and were unable to get approval or their application completed, prior to attending, retrospective consideration is available. Requests for support should still be submitted as per the steps above.

3.7.8 Professional development support – long term casuals

Casual employees are encouraged to take advantage of the internal training opportunities offered at their site. PDS for external programs/activities will be considered for casual employees with a regular pattern of work and more than 2 years of service with the Hospital.

3.7.9 Compulsory professional development

Where an employee is required to attend professional development workshops/programs at the direction of the employer i.e. attendance is not voluntary, the employer shall be responsible for the cost of the program and shall pay the employee's time to attend such workshop/program.

3.8 Consultation Regarding Allied Health Students.

3.8.1 Ramsay Health Care is committed to assisting in the development of skilled Allied Health practitioners and has cooperative arrangements with universities in this regard. When the Allied Health Manager is working out operational details of student placements, staff from the appropriate discipline who have sufficient experience to supervise students, will be involved in developing the plan for student practice and supervision.

3.8.2 If an employee who is required to supervise students considers that they are unable, due to lack of training or workload to supervise such students, the employee is to discuss the issue with their Manager.

3.8.3 Students will not be accepted if the Manager and employee agree that due to current workload the employee will not be able to provide the appropriate learning experience for the student without compromising patient care.

3.8.4 Any concerns or issues that should arise whilst supervising students are to be relayed to the Manager urgently so that the student allocation can be reviewed.

3.8.5 Discussions with Universities regarding the taking of students will endeavour to achieve around 8 hours paid time (PO3 rate) to compensate for a facilitator for each 1 FTE student per week.

3.9 Union Encouragement

3.9.1 The employer recognises the right of employees to join and be represented by a Union with appropriate constitutional coverage and also recognises that union membership remains at the discretion of the employee.

3.9.2 Union Officials will be provided with the opportunity to discuss workplace issues including union membership with employees in accordance with the Right of Entry provisions of the Fair Work Act 2009. These provisions include the following:

(a) The Union Official who holds a valid right of entry permit will give the employer at least 24 hours' notice before entering the premises.

(b) The Union Official will comply with any reasonable request from the employer that discussions or interviews take place in a particular part of the premises and that they take a particular route to reach that location.

- (c) Where the Union Official and the employer cannot agree on the room or area of the premises in which the permit holder is to conduct an interview or hold discussions, the Union Official may conduct such interviews or discussions in any room or area in which one or more of the persons who may be interviewed or participate in discussions, ordinarily take meal or other breaks.
 - (d) Members and potential members of a union are able to meet with the union eligible to represent their interests at the workplace during non- working hours.
- 3.9.3 Requests from recognised Workplace Union Delegates to attend up to five days of industrial relations education leave per year on ordinary pay shall not be unreasonably refused by the employer. The granting of such leave shall be subject to the following conditions:
- (a) The employee must have at least 12 months uninterrupted service with the employer prior to such leave being granted.
 - (b) Clause (c) shall not apply to a site with less than 3 full time equivalent employees covered by this Agreement.
 - (c) The request must be in writing detailing the dates involved, the training provider and shall be given to the employee's Manager at least 2 weeks prior to the proposed date so that rosters may be adjusted if necessary.

3.10 Workload Management/Safety Issues

- 3.10.1 The employer is committed to providing a safe work environment for all employees. Should any employee believe that the work environment is not safe (including workload issues, practices, equipment etc.); they are to bring the matter to the attention of their Manager in the first instance. If the matter remains unresolved, the steps in clause 2.1 Grievance and Dispute Settling Procedure are to be followed.
- 3.10.2 Workload issues arising from the placement of Allied Health students should be dealt with in accordance with Clause 3.8 in the first instance (Consultation regarding students).

PART 4 - WAGES AND WAGE RELATED MATTERS

4.1 Classification Structure

- 4.1.1 Generic Level Statements - Generic Level Statements for all levels are prescribed in clause 4.2. for Allied Health and clause 4.4 for Biomedical employees

These Statements reflect the degree of complexity and responsibility of duties, skills and knowledge proceeding from the lowest to the highest Classification Levels. Their purpose is to determine the Classification Level appropriate to any packaging of duties.

- 4.1.2 Assignment of positions to levels - All positions at each workplace will be assigned to a level based on the comparability of the requirements for a particular job as established by the employer within a Generic Level Statement.
- 4.1.3 It is acknowledged that PO2 employees may be asked to assist PO3 employees undertake more advanced tasks and the same is true of PO3 assisting PO4 employees. However, the ultimate responsibility for the outcome of the advanced task, rests with the higher level employee.
- 4.1.4 In the event that an Allied Health employee feels that they are being given the ultimate responsibility for a task outside of their scope, they are to immediately advise the relevant Manager if it is unsafe for them to continue with the task.

4.1.5 If the situation referred to in 4.1.4 leads the employee to believe that whilst they are competent to undertake the task, they are not being appropriately paid for the work they are doing, they are able to request a review of their situation by following the process listed below.

- a) The employee shall submit a formal written request for a review to their manager explaining each task they are undertaking that is a higher level task and the total number of hours each week on average, engaged in this task.
- b) The Manager will review the tasks being undertaken and following consultation with their Manager, shall respond formally within four weeks in writing advising of the outcome of the review. Where it is not possible to work within this time period, the Manager will explain the reason to the employee and the expected date of completion of the review.
- c) This review may consider some or all of the following:
 - i) Further verbal information provided by the employee as needed.
 - ii) Discussions with other team members.
 - iii) Whether there is agreement that the tasks being undertaken are exclusively the responsibility of a person at the higher level.
 - iv) Whether these tasks should be done by someone else.
 - v) Whether the Department needs the tasks to be done.
 - vi) Whether the employee has been formally requested to undertake these tasks.
 - vii) The total amount of time engaged in undertaking the higher level tasks.
 - viii) Any other considerations which may help the manager form an opinion in this matter including possible comparisons with other Ramsay sites.
- d) This review may result in a number of different outcomes including but not limited to:
 - i) Clarification of acceptable tasks for PO2 or PO3 employees
 - ii) The reallocation of tasks to other employees
 - iii) The removal of certain tasks
 - iv) As the appointment to a PO4 level is subject to a vacancy existing and the Employer's usual recruitment and selection criteria, the Hospital Executive may decide to introduce a new PO4 position.

4.1.4 Disputes in relation to assignment to level shall be determined in accordance with the grievance handling procedure.

4.1.5 Allied Health employees

- (a) Movement between Classification Levels PO2 and PO3 will be subject to the employee concerned having worked at least 12 months i.e. 1976 hours on the maximum of the PO2 salary level.
- (b) At the employee's next annual appraisal (occurring as close as possible to the expiration of 1976 hours at the maximum of the PO2 salary level), the employee must provide proof to allow their Manager to confirm in writing that the following criteria has been met in order for the employee to progress to the PO3 pay scale:
 - (i) The employee has demonstrated professional expertise in one or more areas of discipline as shown by:
 - a) detailed knowledge of standard professional tasks;

- b) examples of modifications to standard procedures and practices and contribution to the development of new techniques and methodologies; and/or
 - c) professional contribution relevant to the discipline at the Hospital.
- (ii) The employee continues to maintain a high level of knowledge through continuing and further education (either formal or informal) through relevant courses and conferences or awareness of current literature and shares this knowledge as appropriate. (Details of on-going education required)
 - (iii) The employee's performance level is at a fully competent standard and demonstrates high levels of; efficiency, effectiveness, responsibility and initiative.
 - (iv) The Manager's assessment of the employee is to be approved and signed by the CEO or Department Head before progression to PO3 will occur.
- (c) The effective date of the salary adjustment if applicable, is to be backdated to the pay period commencing on or after the date the 1976 hours at the maximum of the PO2 level were worked.
 - (d) In the event of an employee being aggrieved by either the established classification or by failure to progress, an employee may appeal the decision by way of the grievance dispute settling procedure contained in this Agreement.
 - (e) An employee appointed to a position at a higher classification level shall be appointed to pay point one at that higher Classification Level.

4.1.6 Movement within classification levels – Allied Health

Movement from one classification level pay point to another shall be made to any employee when:

- (a) in the case of a full-time employee such employee has received such salary for a period of 12 months (i.e. 1976 hours)
- (b) in the case of a part-time and casual employee such employee has completed 1976 hours at that pay point.

4.1.7 To be eligible for promotion to PO4 – Allied Health

Appointments to PO4 level positions will be subject to vacancies existing and the employer's usual recruitment and selection criteria.

PO4 positions may be either Management or Specialist Clinical positions.

Typically applicants for these positions should:

- Satisfy criteria for PO3 level
- Demonstrate extensive clinical expertise in the relevant clinical area
- Have experience in one or more projects that have helped their employer to stand out as a place of excellence for service and for clinical practice.
- Have implemented courses or seminars that attract local and regional professionals to their facilities.
- Have acted as a resource for their work group with experience in developing less experienced staff
- Have obtained or be working towards post-graduate qualifications.

4.2 Generic Level Statements – Allied Health

4.2.1 Generic Level Statements are guidelines to determine the appropriate Classification Level under this Agreement and consist of characteristics and typical duties/skills.

The characteristics are the principle or primary guide to classification as they are designed to indicate the level of basic knowledge, level of responsibility/accountability and the level of initiative and degree of consultative/advice required of the position. The totality of the characteristics must be read as a whole to obtain a clear understanding of the essential features of any particular level and the competency required.

The typical duties/skills are a non-exhaustive list of duties/skills that may be comprehended with the particular level. They are an indicative guide only and at any particular level, employees may be expected to undertake duties of any level lower than their own. Employees at any particular level may perform/utilise one such duty/skill, or many of them, depending of the particular work allocated.

The key issue to be looked at in properly classifying an employee is the level of initiative, responsibility, competency and skill that the employee is required to exercise in the work they perform within the parameters of the characteristics and not the duties the employee performs per se.

4.2.2 Level PO2

Positions at this level consist of employees with a minimum of a UG1 (Degree) qualification or agreed equivalent and who are identified as belonging to the professions listed in clause 1.2(b).

Mandatory qualifications exist for entry to this level with an expectation of the application of professional knowledge gained through formal studies.

(a) Characteristics of the work:

- Positions at this level involve the delivery of professional services that are in support of employer objectives.
- Work is initially performed with professional support by a more experienced professional, however, this support is expected to reduce as experience increases. It would be expected that employees at this level seek professional guidance as necessary. Where this is not available within the organisation, the employee may seek to negotiate with the employer, financial support and time to obtain such guidance from outside the organisation.
- The solution of problems may require the exercise of professional judgment through the selection and application of procedures, methods and standards, and be supported by guidance from experienced professionals.
- Employees at this level may operate individually or as a member of a multi-disciplinary team within a work area.
- Positions at this level generally have no supervisory responsibilities other than with assistant allied health staff.
- Additionally, knowledge of relevant basic practices and procedures is required. (Professional judgment may be exercised within prescribed areas). Guidance would be sought for specialised areas.

(b) Duties and skills:

- Positions at this level may involve an employee in a range of activities including the analysis and interpretation of findings as they relate to the elements of the work. They could also include the preparation of reports incorporating recommendations on basic operations and specific client or service outcome reports.

- Employees at this level perform non-repetitive tasks, governed by established procedures, specific guidelines and standardised instructions.
- Employees will work in an ongoing way to maintain their own professional expertise and seeking to improve skills/duties.

4.2.3 Level PO3

(a) Characteristics of the work:

- This level usually requires professional expertise in one or more areas of the profession. Detailed knowledge of standard professional tasks is required with scope existing for exercising initiative in the application of established work practices and procedures.
- The degree of supervision received is variable depending on the assignment, project or work of the facility. Where practicable, work is usually performed under general guidance with the general quality of output monitored by superiors. However, the technical content of the work is not normally subject to direct supervision. It is expected that guidance would be sought in review work programs or on unusual features of an assignment.
- Employees are expected to exercise initiative in the application of professional practices either as a member (in some situations as leader) or as a specialist professional in multi-disciplinary teams or independently and may deputise for the professional head of a small work unit.
- At this level professional support and/or some supervisory responsibility of subordinate staff may be required. Employees at this level may have supervisory responsibilities for assistant allied health staff, together with responsibilities for training and development of subordinate professional staff within their area of expertise.
- Supervisory responsibilities where they exist include on-the-job training, staff assessment and performance counselling in relation to subordinates for a specific task that the subordinate has requested support for the performance of, as well as provision of professional support in specialty areas to others in the discipline.

(b) Duties and skills:

- Work at this level requires the undertaking of more complex activities and the selection and application based on professional judgment of new and existing techniques and methodologies.
- Employees may carry out research under professional supervision and may be expected to contribute to the advances of the techniques used.
- Duties also include the responsibility for varied professional assignments, requiring knowledge of either a broad or specialist field. Problems would be addressed by the use of combinations of standard procedures and/or modifications of standard procedures.

Note: Employees will be required to progressively obtain greater specialised knowledge through post-graduate developmental experience through attendance at specialist seminars and achieve higher level of outcomes under reducing professional direction.

4.2.4 Level PO4

(a) Characteristics of the work:

- Work at this level usually requires the exercise of professional independence combined with competence derived from extensive experience and/or additional study.
- High levels of initiative are required to be exhibited in accomplishing objectives and undertaking complex projects, which may be either on an individual basis as a recognised specialist, a professional practitioner with responsibilities for complex duties or as a senior specialist or leader in a multi-disciplinary team and may deputise for a professional head of a work unit.
- Work is performed with limited or no professional supervision. Professional guidance from superiors is only received from those aspects of work that involve new or sophisticated techniques or relate to areas outside the normal span of activity.
- Work at this level requires the development and provision of professional advice and consultancy services to other agencies, industry representatives and the public. The level of information provided and recommendations made influence the decisions of others, including superiors and peers, especially in the monitoring, development and delivery of programs.
- The general quality of advice given is monitored by superiors (if applicable) and is subject to professional standards.
- The application of knowledge obtained through post-graduate specialist qualifications or extensive recognised expertise is required for appointment to this level.
- Professional specialists at this level would undertake work with significant scope and/or complexity and/or undertake professional duties or an innovative, novel and/or critical nature without professional direction.
- The management of work groups may be a function of this level.
- Managerial responsibility may cover professional and assistant Allied Health staff and includes training of subordinate staff, co-ordination of work flow processes, responsibility for quality of output of the work unit, performance assessment and review, staff counselling, career planning and development, application of equal employment opportunity principles as well as implementing occupational health and safety guidelines and principles.

(b) Duties and skills:

- The duties undertaken at this level are of a complex and varied nature. They require detailed knowledge of the employer's operations combined with a specialist or very high level of practitioner knowledge of major activities in the work unit.
- Any standard professional task, (including problem definition, planning, execution, analysis and reporting) is expected to be performed by an employee of this level.
- Work at this level requires the ability to interpret legislation, regulations and other guideline material relating to the operations and functions of the work area.

4.3 Experience to Count

- (a) For the purposes of determining the rate of wages payable by reference to the pay point of an employee, the employee shall be given credit for all professional allied health experience provided it is relevant to the position being undertaken at Ramsay Health Care. This will include time worked with other employers either before or during employment periods with Ramsay Health Care up to a total of 1976 hours per year. The employer will determine what is and is not relevant to the position with any offer of employment will clearly state the pay point level being offered.

Each pay point requires a full working year of experience (1976 hours) before progressing to the next level. These 1976 hours includes all paid leave taken throughout the year.

The next pay increment shall be operative from the next pay period commencing on or after the date the increment is earned, i.e. the completion of 1976 hours.

The onus of proof of previous experience shall be on the employee.

Proof of previous experience is to be provided within the first 4 weeks of employment. Where such proof is not provided upon commencement the Manager will conservatively determine a pay level – back pay will be processed provided the proof of prior experience is received within the first 4 weeks of employment.

Proof of hours worked with employers other than Ramsay Health Care is to be provided on a regular basis so these hours can be added to the employee's total. Back pay will not be payable if these hours take the employee up to the next pay level but shall be applicable from the first pay period commencing on or after the date the proof was provided.

On termination of employment, each employee shall be given a Statement of Service confirming dates employed with Ramsay Health Care and total ordinary hours worked.

(b) 5 Year absence from the Profession.

Where a new employee has not been working in their professional field for 5 consecutive years or more, they will initially be appointed to pay point 2.2. The Manager of the Department and the Director will assess the new employee's competency level within their first 6-months of employment and allocate an appropriate pay level. This level will not be greater than the total sum of the employee's working experience. This new pay level maybe backdated to the date of commencement if considered appropriate by the Director or delegated Manager, alternatively, it may apply from the first pay period to commence on or after the date of the review.

4.4 Classification Structure – Biomedical Employees

4.4.1 Biomedical Assistant – Level 1

(a) Work level description

- Appointees to this level will require a narrow set of knowledge and skills in this discipline. These positions involve the performance of basic duties under the close supervision of Biomedical Technicians or Engineers, tasks may also include labouring functions. Positions may be referred to as Biomedical Students or Biomedical Assistants.

(b) Characteristics of the work

- Work within this Level is performed under close supervision following standard routines, methods and procedures with little scope for deviation, or the exercise of initiative or judgement.
- The routines, methods and procedures to be followed are at a level consistent with skills acquired. Initially direct guidance is given when problems arise.
- Skills and knowledge will be acquired and demonstrated on a progressive basis consistent with formal and informal training undertaken.
- Positions at this level have no supervisory responsibility, although more experienced staff may be expected to assist new staff by providing basic advice and guidance.

(c) Duties and skills

- This level recognises that duties and skills will increase in complexity as the employee moves through the education and training phase.
- Employees at this level usually perform repetitive tasks that are fully prescribed and are usually performed in response to standardised instructions or requests.
- Employees at this level may undertake a combination of routine clerical, analysis, preparatory and operative duties requiring the application of basic skills and routines.

4.4.2 Biomedical Technician – Level 2

(a) Work level description

- Appointees to this level undertake technical roles demonstrating competent technical knowledge and skill and at a minimum, will hold an Associate Diploma in Engineering or equivalent qualification

(b) Characteristics of the work

- Work is initially performed under close supervision by a more experienced Technician or Engineer, however, this supervision is expected to reduce as experience increases. Guidance is always close at hand and work outcomes are closely monitored.

(c) Duties and skills

- Appointees to this level will know how to maintain and repair highly specialised machinery and equipment quickly and efficiently. Appointees may work on a wide range of medical equipment such as defibrillators, heart monitors, ventilators, medical imaging and ultrasound equipment, anaesthetic delivery units, OT equipment and renal dialysis units.

4.4.3 Biomedical Engineer – Level 3

(a) Work level description

- Work at this level requires detailed biomedical technical knowledge and experience with demonstrated high levels of accuracy and precision. An understanding of the Department's functions, coupled with detailed knowledge of the Organisation's operations, practices and procedures is necessary for competent performance.
- An employee at this level will be a qualified Engineer or equivalent with a 3 year degree seeing a commencement level at 3.1 and a 4 year degree seeing a commencement level at 3.2.

(b) Characteristics of the work

- Work at this level is undertaken autonomously with limited guidance. Guidance is available for complex or unusual problems, research or moderately complex experimental work. However, the contribution of experience to resolve issues on a day to day basis for which there may be no established procedure is a requirement of this level.
- Supervision of small work groups and responsibility for quality of output by the group may be a feature of this level.

(c) Duties and skills

- An employee at this level will be required to undertake a range of complex tasks and functions in this specialised field and may also be required to monitor, train and develop Biomedical Technicians and less experienced Engineers. Management of Biomedical Technicians and Assistants may form part of this role.

4.4.4 Biomedical Engineering Manager – Level 4

(a) Work level description

- Appointment to this level requires proven biomedical technical expertise and competence with demonstrated proficiency in applying established technical disciplines over several years with on an individual basis or as a member of a multi-disciplinary unit as either a technical practitioner or a technical specialist.
- The appointee will also require proven management experience with expertise in both people management and the management of departmental budgets and objectives.

(b) Characteristics of the work

- Work is performed independently with periodical reports or exception reports being referred to higher Management. The Biomedical Engineer Manager whilst working as a member of the team will also be accountable for setting and achieving the department's goals and objectives and for reporting outcomes to relevant Hospital Executive Team member.
- Leading by example and creating positive working relationships with equipment providers and users is an important part of the position.

(c) Duties and skills

- Managerial responsibility includes training of subordinate staff, coordination of workflow processes, responsibility for quality of output of the work unit, performance assessment and review, staff counselling, career planning and development, application of equal employment opportunity principles as well as implementing occupational health and safety guidelines and principles.
- Work at this level requires the knowledge, understanding and ability to interpret legislation, regulations and other guideline material relating to the operations and functions of the work area.
- The investigation of a range of operating and design issues is a key duty of this level.

4.4.5 Progression within each pay level

Progression within each pay level, occurs following the completion of 1976 hours at the earlier year. For example, following the completion of 1976 hours at Level 1 year 1, the employee will move to the pay rate shown at Level 1 year 2 and so on, until they reach Level 1 year 4. The employee will remain at this top pay year for Level 1 unless they qualify as a Technician or Engineer and are then appointed to such a position. This is the same procedure for an employee appointed to Level 2, 3 or 4.

4.4.6 Recognition of prior service

An applicant with the required qualifications together with prior experience at the required level shall be appointed within the Level having regard to previous experience. For example, a Biomedical Technician with 3 years' experience shall be appointed to Level 2 year 4. The applicant will be

responsible for providing proof of prior service within 4 weeks of commencement in order for such service to be taken into consideration.

4.4.7 Junior rates for Biomedical Assistants and Technicians

Under 18 years of age	65% of the adult rate
18 and under 19 years of age	75% of the adult rate
Adult rates apply from 19 years of age	100% of the adult rate

4.5 Salaries

- (a) Salary adjustments applicable for the life of this Agreement are as per Schedule A for Allied Health employees and Schedule B for Biomedical employees, and are applicable on the first pay period commencing on or after the date shown.
- (b) Allied Health employees who hold a 3 year Professional qualification shall be initially appointed to pay point 1 in Level PO2.
- (c) Allied Health employees who hold a 4 year Professional qualification, or a post graduate Masters Qualification shall be appointed to pay point 2 in Level PO2.

4.6 Uniforms

- (a) Employees may be required to wear an appropriate uniform as specified by the employer. Where the employer requires the employee to wear a uniform, the employer will either provide the uniform or shall pay an annual allowance as shown below, to be paid on a pro-rata basis each pay day for permanent employees only.
- (b) In all instances, employees agree to maintain their uniforms in good and serviceable condition at all times.
- (c) As casual employees receive a higher casual loading of 25%, they will be responsible for paying for their own uniforms.
- (d) Employees requiring a uniform exchange inside of the usual 12 month period due to unforeseen circumstances such as work related damage, are to take the damaged item to the Uniform Coordinator and request an exchange. Each request will be considered on an individual basis.
- (e) Any uniforms issued by the employer remain the property of the employer and must be returned upon termination of employment.
- (f) Failure to return uniforms upon termination of employment may result in money being withheld from the employee's final pay. Any money withheld in these circumstances will not exceed the current replacement value of the employee's last allocation.

September 2017	October 2017	October 2018	October 2019
262.00	268.55	275.26	282.15

4.7 Occupational Superannuation

4.7.1 Superannuation contribution

- (a) The employer shall contribute to a complying superannuation fund nominated by the employee, such superannuation contributions as required to comply with the *Superannuation Guarantee (Administration) Act 1992* as amended from time to time.

Provided that:

- (b) Contributions on behalf of each eligible employee shall apply from the date of the employee's commencement of employment with the employer notwithstanding the date the membership application was forwarded to the fund. Such contributions will be made at least monthly.
- 4.7.2 For the purpose of an employee enjoying a higher contribution to their occupational superannuation fund, an employer and an employee may agree at the written request of the employee that the employee will sacrifice part of their wages due under this Agreement, provided that such sacrificed part of their wages is paid by the employer to the credit of the employee in an agreed complying fund and provided further that such sacrifice arrangement is in compliance with income taxation legislation.
- (a) "Ordinary time earnings" for the purposes of calculating the employer contribution means the weekly/fortnightly (as the case may be) wage earned during ordinary time in the pay period concerned including any over-award payment as well as casual rates received for ordinary hours worked.
- (b) The fund and the amount of contributions paid in accordance with clause 4.7.1 shall be included in pay advice notices provided by a respondent employer to each employee.
- (c) Where the employee does not notify the employer of their superannuation fund details within the required period of time from commencement, the employer shall contribute into the nominated default fund which is Health Employees Superannuation Trust Australia on the employee's behalf.

4.8 Payment of Salary

Salaries shall be paid fortnightly by electronic funds transfer.

4.9 Salary Packaging

Employees may package their wages in accordance with the employer policy provided they agree to bear the cost of any government taxes or levies and the costs of administration of arrangements associated therewith. Only prospective wages may be packaged from the commencement date of Salary Packaging.

4.10 On-Call

The provisions hereunder apply to employees who are rostered to be on-call at their private residence, or at any other mutually agreed place.

4.10.1 An employee rostered to be on-call shall receive an additional amount as follows:

Period	Date (pay period commencing on or after date shown)	Rate
For each 24-hour period or part thereof when the on-call period is between rostered shifts of ordinary hours Monday to Friday inclusive	1/10/16	\$31.30
	1/10/17	\$32.08
	1/10/18	\$32.88
	1/10/19	\$33.71
For each 24-hour period or part thereof when the on-call period is on a Saturday	1/10/16	\$42.89
	1/10/17	\$43.96
	1/10/18	\$45.06
	1/10/19	\$46.19
For each 24-hour period or part thereof when the on-call period	1/10/16	\$50.09
	1/10/17	\$51.34

is on a Sunday, public holiday	1/10/18	\$52.63
or a day when the employee is rostered off duty.	1/10/19	\$53.94

- 4.10.2 Payment shall be calculated by reference to that allowance specified in provision 4.10.1 hereof applicable to the calendar day on which the major portion of the on-call period falls.
- 4.10.3 If an employee rostered to be on-call is required to come in to the facility and work, such work shall be remunerated at the appropriate overtime rate, in addition to the rates prescribed in provision 4.10.1 of this subclause. A minimum payment of three hours at the appropriate overtime rate shall be paid, provided that except in the case of unforeseen circumstances arising, the employee shall not be required to work for which the employee was required and any associated duty is completed within a shorter period. Entitlement to such remuneration shall commence from the time the employee starts work.
- 4.10.4 An employee who is required to come in to the facility and work shall be refunded the cost of transport to and from their home.
- 4.10.5 Where a Biomedical employee is on-call and telephoned about a problem that they can address remotely (i.e. they are able to direct their colleague over the phone in relation to an urgent repair or adjustment), the employee will be paid at the appropriate overtime rate, with a minimum of one hour. The provision of clause 5.5.3 – Break After overtime (10 hour break), shall not apply in this case.
- 4.10.6 An employee placed on-call is required to remain at their private residence or at any other mutually agreed place as will enable the employer to readily contact them during the hours for which they have been placed on-call, or shall be provided by the employer with an electronic or other device by which the employee can be contacted.

4.11 Re-Call

The following provisions shall apply to employees who are not rostered to be on-call but who are recalled to work.

- 4.11.1 An employee who is recalled to work shall be paid at the appropriate overtime rate, with a minimum of three hours, provided that the time spent travelling to and from the place of duty shall be deemed to be time worked.
- 4.11.2 Provided that where an employee is recalled within three hours of rostered commencement time, and the employee remains at work, only time spent in travelling to work shall be included with actual time worked for the purpose of overtime payment.
- 4.11.3 Except in the case of unforeseen circumstances arising, an employee who is recalled to duty shall not be obliged to work for three hours if the work for which the employee was recalled, and any associated duty is completed within a shorter period.
- 4.11.4 Where a Biomedical employee is recalled to work but is able to perform such work remotely (i.e. they are able to direct their colleague over the phone in relation to an urgent repair or adjustment), the employee will be paid at the appropriate overtime rate, with a minimum of one hour. The provision of clause 5.5.3 – Break After overtime (10 hour break), shall not apply in this case.
- 4.11.5 If an employee is recalled to work, the employee shall be provided with transport to and from their home or shall be refunded the cost of such transport:
- 4.11.6 Provided that where an employee is recalled to work within three hours of commencing normal duty and the employee remains at work, the employee shall be provided with transport from their home to the hospital or shall be refunded the cost of such transport.

4.12 Qualification Allowance

4.12.1 The introduction of a qualification allowance is intended to recognise and reward those employees who have attained specialist knowledge over and above that originally required to obtain registration or to satisfy employment pre-requisites as an Allied Health Professional.

4.12.2 An employee classified at either PO2 or PO3, shall be entitled to a qualification allowance as detailed below upon production of evidence of the attainment of a qualification recognised under this subclause. This allowance is payable if the qualification is relevant to the area in which the employee is working or to the work performed by the employee; or the employer requires the employee to hold a particular Post Graduate tertiary qualification from a recognised tertiary education institution (or equivalent).

Qualification Name	Description	Allowance \$/week
Post Graduate Certificate, Post Graduate Diploma, second Undergraduate Degree or equivalent which is over and above the qualification/s required for registration or an employment pre-requisite , as an Allied Health Professional.	Earned over a minimum of 2 full-time academic semesters (or equivalent) and consists of 4 or more units of study (or equivalent).	\$19.56*
Post Graduate Masters/PhD or equivalent which is over and above the qualification/s required for registration or an employment pre-requisite , as an Allied Health Professional.	Earned over a minimum of 4 full-time academic semesters (or equivalent). Requires a related Undergraduate Degree (with a minimum of 24 units of study) as a prerequisite for enrolment.	\$39.12*

*Pro-rata for part-time and casual employees.

4.12.3 The above rates are to be increased as shown below;

9/17	10/17	10/18	10/19
\$19.56	\$20.05	\$20.55	\$21.06
\$39.12	\$40.10	\$41.10	\$42.13

4.12.4 An employee shall only be entitled to the payment of this allowance for one qualification, that being the highest qualification earned by the employee.

4.12.5 In the event of a lack of clarity, or disagreement over recognition of an employee’s qualification for the purposes of this sub-clause, the matter shall be referred to the Executive responsible for the service for resolution. If the matter remains unresolved the employee may have the matter dealt with in accordance with the Procedure for Preventing and Settling Disputes and Grievances, in this Agreement.

4.12.6 Eligible employees are to apply on the appropriate form obtainable from their Manager. Approved applications will be payable from the pay period commencing on or after the date the application was received by the Department Manager.

4.13 Allowance for Wearing Lead Protective Clothing

An employee required to wear lead aprons or similar protective apparel, shall be entitled to an allowance of \$10.83 per week. This allowance shall increase over the life of this agreement as follows:

9/17	10/17	10/18	10/19
\$10.83	\$11.10	\$11.38	\$11.66

4.14 Higher Duties

- 4.14.1 An employee classified as a Health Professional who is authorised to assume the duties of another employee on a higher classification under this Enterprise Agreement for a period of five or more consecutive working days will be paid for the period for which they assumed such duties at not less than the minimum rate prescribed for the classification applying to the employee so relieved.
- 4.14.2 Provided that where local arrangements already allow higher duties to be paid for shorter periods than five days at the time of making this Agreement, these local arrangements will not reduce for the life of this Agreement.

PART 5 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

5.1 Hours of Work

- 5.1.1 Subject to clause 5.4 (Flexibility) and subject to the exceptions hereinafter provided, the ordinary hours of work shall be an average of 38 per week, to be worked on one of the following bases:
- (a) 38 hours within a cycle not exceeding 7 consecutive days; or
 - (b) 76 hours within a work cycle not exceeding 14 consecutive days; or
 - (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
 - (d) 152 hours within a work cycle not exceeding 28 consecutive days.
- 5.1.2 The ordinary hours of work shall be an average of 38 per week or 76 per fortnight.
- 5.1.3 The ordinary working hours of all employees shall not exceed 10 hours per day exclusive of meal breaks and shall be worked within a spread of 12 hours calculated from the commencing time.
- Provided that where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned and recorded in a roster.
- 5.1.4 Where necessary, employees shall commence their ordinary hours and breaks at different times to ensure continuity of patient care.
- 5.1.5 Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise available working time. Preparation for work and cleaning up of the employee's person shall be in the employee's time.
- 5.1.6 Rosters – Rosters shall be notified one week in advance. Changes within a roster shall be by agreement between the employer and the employee concerned, but failing agreement, 24

hours' notice of a change of roster shall be given or double time shall be paid for that day worked:

Provided that this payment shall not be applicable where rosters are changed due to emergent circumstances which the employer could not have reasonably anticipated.

5.2 Extra Payment for Weekend Work

5.2.1 All rostered ordinary hours worked by an employee between midnight Friday and midnight Sunday up to and including 10 ordinary hours in any one shift shall be paid for at the rate of ordinary time plus the additional percentage of the employee's ordinary time rate as follows:

Midnight Friday to Midnight Saturday	+50%
Midnight Saturday to Midnight Sunday	+75%

5.2.2 All time worked by an employee during the above week-end period in excess of ordinary hours in any one shift shall be paid at the appropriate overtime rate in lieu of the above additional percentages.

5.3 Extra Payment for Afternoon Shift

5.3.1 An afternoon shift is a shift commencing at or after 12 midday. The shift penalty applicable to an afternoon shift will be 12.5% in addition to the employee's ordinary rate i.e. 112.5%.

5.4 Flexibility of Working Arrangements - Full Time Employees (Rosters, Flexible Working Hours, ADO's)

Each full-time employee shall undertake 152 ordinary hours of work in each 28 consecutive days by choosing one of the following three (3) options:

(a) Option A

The employee may opt to work 19 periods of duty of 8 ordinary hours duration each, within each 4 week period, to accrue one day off (ADO) with pay to complete the 20 day work cycle within the roster period.

The employer agrees to allow ADO's to be taken on the understanding that no additional staff are required to cover their absence as a result of an ADO being taken.

The employer agrees to allow employees to have an ADO but does not consent to accruing more than one ADO per 20 day work cycle.

If an employee is unable to take the ADO as rostered through no fault of the employee, the employee may take it as soon as practicable subject to negotiation with the employee's supervisor.

The Manager will allocate ADO's to employees on different days each month. ADO's will be arranged so that they do not fall on a Statutory Holiday or an annual leave day provided that in the event that an ADO does coincide with a Statutory Holiday or annual leave day, another day, determined by agreement between the employee and employer, shall be taken in lieu thereof. This day should be within the next week where possible. Where an employee under this option is not required to work on any specific Statutory Holiday it shall be regarded as a day worked for accrual purposes of the ADO.

(b) Option B

The employee may opt to work 20 periods of duty of 7.6 ordinary hours duration, within each 4 week period; or

(c) Option C

The employee and Manager may mutually agree to work arrangements of flexible working hours other than those described in options (a) and (b) provided that no additional staff are required to cover their absence as a result, as per the spread of hours defined in clause 5.1.2.

An employee must confirm their choice of option A or B or C in writing to their Manager (timing to be negotiated between the Hospital and employee).

An employee is limited to changing their flexible working arrangements option to once per year, unless otherwise agreed between both parties.

Changes to flexible working arrangements pursuant to the options A and C above:

- (i) may be negotiated between the employee and the employer at any time;
 - (ii) may be required to be changed by the employer solely to meet unforeseen fluctuations in patient demand for services, or where another employee is absent from duty on account of illness or an emergency; provided that the employee may be relieved from the requirement to change roster for genuine significant personal reasons; or
 - (iii) may be changed at the request of the employee on giving the employer seven days' notice of the desired change except where the employee is ill or in an emergency; provided that where practicable it is the responsibility of the employee requesting the change to find a suitable, competent, willing replacement for herself/himself who is acceptable to the employer, prior to requesting the change.
- (d) ADOs not taken upon termination or dismissal shall be paid out at ordinary rates of pay.

5.5 Overtime

5.5.1 Except as hereinafter provided, all work done outside or in excess of the ordinary rostered working hours on any day (minimum of 7.6 hours up to a maximum of 10 on any one day by agreement), shall be paid for at the rate of time-and-a-half for the first 3 hours and at the rate of double time for all work so performed in excess of 3 hours on any one day. Double time shall be paid for work done on a Sunday.

5.5.2 Subject to mutual agreement in writing between the employer and the employee, an employee may be compensated for working overtime in lieu of payment by being allowed time off at the rate of time worked i.e. time for time.

- (a) Provided that time off in lieu shall not apply to overtime worked on Sundays or during meal breaks:
- (b) Provided further that an employee shall be required to clear accumulated time off in lieu within 3 months of the overtime being performed. If the employer is unable to release the employee accordingly, then the employee shall be paid for the overtime worked at the appropriate overtime rate.

5.5.3 Break after overtime

An employee who works so much overtime between the termination of their ordinary work on the one day and the commencement of their ordinary work on the next day that they have not had at least 10 consecutive hours off duty between those times (i.e. the cessation of work on the one day and the commencement of work on the next day), shall subject to this clause, be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instructions of their employer, such an employee resumes or continues work without having had 10 consecutive hours off duty, they shall be paid double rates until they are released from duty for such period, and such employee shall then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

5.6 Overtime Meal

5.6.1 An employee who is required to continue to work after the usual ceasing time shall be supplied with a reasonable meal at the employer’s expense, or be paid \$12.83 per meal in lieu thereof:

- (i) after more than 2 hours; or
- (ii) after more than one hour if overtime continues beyond 6:00 p.m.

5.6.2 If an employee continues to so work the employee shall be allowed an additional meal of \$12.83 in lieu thereof for each completed 4 hours’ work after the first hour.

5.6.3 Employees working overtime after the completion of a rostered shift shall wherever possible be given priority for taking rest pauses and meal breaks ahead of employees’ not working overtime.

5.6.4 The overtime meal allowance will increase as follows:

10/17	10/18	10/19
\$12.83	\$13.15	\$13.48

5.7 Meal Time and Rest Pauses

5.7.1 Meal time - Not less than 30 minutes shall be allowed for each meal, and meal times shall fall between the 4th and 6th hour of duty.

5.7.2 Rest pauses - Every employee shall be entitled to a rest pause of 10 minutes duration in the employer's time in the 1st and 2nd half of the employee's daily work. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary.

5.7.3 Provided that at management's discretion, the employer may combine the period of the 2 rest pauses to provide one 20 minute rest pause in each ordinary working day.

PART 6 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

6.1 Annual Leave

6.1.1 Subject to 6.1.2, every employee (other than a casual employee) shall at the end of each year of their employment be entitled to not less than 4 weeks' annual leave on full pay provided that part-time employees shall accrue annual leave on a proportionate basis.

6.1.2

(a) The NES provides that an employee who is defined as a shiftworker under this clause is entitled to an additional week’s annual leave on the same terms and conditions.

(b) For the purpose of the NES a shiftworker is an employee who is regularly rostered to work Sundays and public holidays.

- (c) A shift worker will have regularly worked Sundays and public holidays when they have worked 34 Sundays and 6 public holidays in any one anniversary year i.e. 12 months' from their appointment anniversary.
- 6.1.3 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 6.1.5) shall be paid for by the employer in advance:
- (a) In the case of any and every employee in receipt immediately prior to that leave of ordinary wages at a rate in excess of the ordinary rate payable under clause 4.5, at that excess rate; and
 - (b) In every other case, at the ordinary time rate of pay payable under clause 4.5 to the employee concerned immediately prior to that leave.
- 6.1.4 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall immediately pay to the employee, in addition to all other amounts due to them, their pay, calculated in accordance with clause 6.1.6, for 4 weeks and also their ordinary time rate of pay for any public holiday occurring during such period of 4 weeks.
- 6.1.5 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to 1/12th of their pay for the period of their employment, calculated in accordance with clause 6.1.6.
- 6.1.6 Calculation of annual leave pay

In respect to annual leave entitlements to which clause 6.1 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

- (a) Subject to clause 6.1.6(b), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
 - (i) The employee's ordinary wage rate as prescribed in clause 4.5 for the period of the annual leave (excluding weekend penalty rates); and
 - (ii) A further amount calculated at the rate of 17 1/2% of the amount referred to in clause 6.1.6(a)(i).
- (b) Clause 6.1.6(a) does not apply to:
 - (i) any period or periods of annual leave exceeding 4 weeks

6.1.7 Pay out of annual leave

An employee covered by this Agreement may request in writing to have their annual leave and leave loading paid out in cash instead of taking such leave provided that a minimum balance of 4 weeks leave remains. Such approval by the employer will be subject to a review of patient and business needs.

6.1.8 Taking of annual leave

- (a) Annual leave by mutual agreement between employer and employee maybe taken in one or more parts.
- (b) Where mutual agreement cannot be reached between the employer and the employee, the employer may direct the employee to take part or all of their fully accrued annual leave (anything in excess of four weeks), with the provision of four weeks' notice in writing.

6.2 Personal/Carer's Leave

6.2.1 Entitlement

- (a) Every permanent full-time employee is entitled to 76 hours' personal/carer's leave for each completed year of their employment with their employer:

Provided that part-time employees accrue personal/carer's leave on a proportional basis.

- (b) This entitlement will accrue at the rate of 7.6 hours' personal/carer's leave for each 5.2 weeks of employment.
- (c) Payment for personal/carer's leave will be made based on the number of hours that would have been worked if the employee were not absent on personal/carer's leave.
- (d) Personal/carer's leave may be taken for part of a day.
- (e) Personal/carer's leave shall be cumulative.

6.2.2 Taking paid personal/carer's leave

An employee may take paid personal/carer's leave if the leave is taken:

- (a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household as defined in clause 6.4.c, who requires care or support because of:
- (i) a personal illness, or personal injury affecting the member; or
 - (ii) an unexpected emergency affecting the member.

6.2.3 Employee must give notice

The payment of personal/carer's leave is subject to the employee promptly advising the employer of the employee's absence and its expected duration.

6.2.4 Evidence supporting a claim

- (a) When the employee's absence is for more than 2 days and is due to personal illness or injury the employee is required to give the employer a doctor's certificate, or other reasonably acceptable evidence, about the nature and approximate duration of the illness.
- (b) When the employee's absence is due to the need to provide care or support to another person as detailed in 6.2.2. (b) above, the employer may require that the employee provide evidence that would satisfy a reasonable person that the reason for the leave satisfies the criteria detailed in 6.2.2 (b).

6.2.5 Accumulated personal/carer's leave

An employee's accumulated personal/carer's leave entitlements are preserved when:

- (a) The employee is absent from work on unpaid leave granted by the employer;
- (b) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months;

- (c) The employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim for up to two calendar years.

The employee accumulates leave entitlements whilst absent from work on paid leave granted by the employer.

6.3 Paid Parental Leave

6.3.1 Parental leave is provided for in the NES. This clause contains additional provisions

6.3.2 Paid parental leave

- (a) Parental leave under this clause can be taken for the purposes of:
- (i) Giving birth to a child
 - (ii) Adopting a child under the age of 16 years
 - (iii) Taking primary care of a child following birth/adoption of the child.
- (b) For the purpose of this clause:
- (i) An employee shall include both full time and part time employees but shall not include a casual employee.
 - (ii) To be eligible for paid parental leave, the employee must have been employed by the employer for a continuous period of one year or more as a full-time or as a part-time employee (or a combination of both).
 - (iii) Parental leave shall include a payment equivalent to eight (8) weeks ordinary pay, paid at the commencement of the leave and up to 44 weeks unpaid leave.
 - (iv) Payments as per (iii) can be made at half usual rates over double the duration if the employee submits such a request in writing. This system of payment will not extend the total period of eligible leave.
- (c) Paid leave under this clause shall not attract further leave accruals nor shall public holidays falling during such payments be payable.
- (i) In the case of an employee, who in opinion of an appropriate medical practitioner had reduced the number of hours worked due to their pregnancy, the rate of pay will be that based on the hours of work immediately prior to this reduction occurring.
 - (ii) An employee is entitled to paid parental leave to be the child's primary care giver.
 - (iii) If the employee is not the birth mother of the child the employee may be required to provide satisfactory evidence confirming they are required to undertake the responsibility of the primary care giver for the period of leave requested.
 - (iv) If both parents of the child are employees:
 - The total payment to both parents, who are employees of the Hospital, will not be greater than eight weeks' ordinary time
 - The payment will be made to the employee who first applies for paid parental leave.

- (d) The allowable period of parental leave is a maximum of 12 months or 24 months with approval – see NES for full details.
- (e) Paid compassionate leave. If the pregnancy of an employee who has applied for parental leave terminates other than by birth of a living child in the third trimester, they may take two weeks paid compassionate leave.
- (f) Payments to part-time employees will be based on their average ordinary time hours in the 12 months before starting parental leave.
- (g) As per the NES, long term casual employees with at least 12 months regular and systematic periods of engagement, are eligible to apply for unpaid parental leave.

6.3.2 Australian Government Paid Parental Leave scheme

In addition to the employer paid parental leave provisions contained in 6.3 above, the Federal Government provides for paid parental leave for eligible employees as well as paid partner leave. For full details visit:

www.humanservices.gov.au/customers/services/centrelink/paid-parental-leave-scheme

6.4 Compassionate Leave (Includes Bereavement Leave)

- (a) Full-time and part-time employees

An employee is entitled to 2 days of compassionate leave for each occasion (a *permissible occasion*) when a member of the employee's immediate family, or a member of the employee's household:

- (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (ii) sustains a personal injury that poses a serious threat to his or her life; or
- (iii) dies.

Such leave shall be without deduction of pay for a period not exceeding the number of ordinary hours worked by the employee in 2 ordinary days of work. Proof of such serious illness or death is to be furnished by the employee to the satisfaction of the employer.

Where a member of the employee's immediate family should die outside of Australia and the permanent staff member travels to attend the funeral, three days of compassionate leave shall be paid.

- (b) Casual employees

A casual employee is entitled to 2 days of unpaid compassionate leave for each occasion (a *permissible occasion*) when a member of the employee's immediate family, or a member of the employee's household:

- (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (ii) sustains a personal injury that poses a serious threat to his or her life; or
- (iii) dies.

- (c) Immediate family

Immediate family includes:

- (i) A spouse (including a former spouse, a de facto spouse and a former de facto spouse, spouse of the same sex) of the employee; and
- (ii) A child or an adult child (including an adopted child, a foster child an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

6.5 Long Service Leave

6.5.1 All employees shall be entitled to long service leave on full pay under, subject to, and in accordance with the provisions of the Queensland Industrial Relations Act 1999.

6.5.2 The following enhanced long service leave entitlements shall apply where the entitlement exceeds the entitlement specified in 6.5.1.:

(a) Introduction

Upon completion of 10 years' of continuous service with the one employer, employees shall be entitled to 13 weeks' long service leave with pay.

(b) Entitlement

For all continuous service after 2 January 1996 an employee who completes 7 years' continuous years of service shall be entitled to long service leave at the rate of 1.3 weeks on full salary for each year of continuous service and a proportionate amount for an incomplete year of service.

For service prior to 2 January 1996, long service leave entitlement shall be as prescribed by the I.R. Act 1990 as at 2 January 1996 except that an employee shall be entitled to take such leave after 7 years of service as hereafter provided.

(c) Conditions

The following provisions shall apply in respect of long service leave:

- (i) An application for leave shall be made in writing, in a form determined by the employer.
- (ii) Timely notice of the desire for leave shall be given by the employee. The employee shall be given timely advice of whether or not leave is approved. In the event of any disagreement the employer may require an employee to take a period of long service leave by giving 3 months' notice of the request to take long service leave.

(d) Minimum period

The minimum period of long service leave that may be taken at any one time shall be one shift i.e. a minimum of 7.6 hours by mutual agreement.

(e) Cash equivalent

Cash equivalent on ceasing employment normally occurs at or after seven calendar years continuous service. However, payment can be made for lesser periods of continuous service in the following circumstances:

- Upon retrenchment - 1 year
- Upon ill health retirement - 5 years
- Upon retirement within 10 years of attaining age 65 - 5 years
- Upon death - 5 years

Where an employee dies, the amount which would have been payable to that employee had that employee retired or been dismissed on the date on which the employee actually died shall be paid to the employee's dependants (if any) or, if there be no dependant, to the employee's personal representative.

(f) Payment in lieu of long service leave not taken

A person who ceases to be an employee and who at the date of ceasing to be an employee has an entitlement to long service leave shall receive a payment in lieu of long service leave not taken.

The calculation of the amount of the payment shall be based on:

- (i) that entitlement; and
- (ii) the rate of ordinary salary which the person was receiving at the date of ceasing to be an employee.

(g) Casual employees

Prior to 23 June 1990 casuals, as a general rule, were not entitled to accrue long service leave. As from 23 June 1990, the I.R. Act 1990 came into force and casual employees were granted an entitlement to long service leave.

Casual employee entitlements are as follows:

DATE	ENTITLEMENT
Prior to 23.6.90	No entitlement - Service does not count.
23.6.90 - 30.3.94	Service counts provided at least 32 hours are worked every 4 weeks.
From 30.3.94 onwards	Service counts provided there is no break between casual engagements of more than 3 months.

(h) Record keeping

All long service leave entitlements are to be expressed in hours

(i) Part-time employees - long service leave

A part time employee accrues long service leave on a proportionate basis of the entitlement for a full-time employee.

In determining the length of absence of a part-time employee on long service leave, employees should apply for the number of ordinary hours they would have been at work for the required period. The debit against the balance of accrued leave is to be the actual number of hours absent from duty as described. This principle also applies in the case of employees who have accrued their leave entitlements by working a combination of full time and part-time employment

(j) Long service leave on half pay

Subject to the agreement of both the employee and the employer, employees may apply for long service leave on half pay. This provision provides for the employee to extend the period of leave to twice the period that may be taken with full pay. Wages shall be apportioned over the period of leave at the rate of half pay.

(k) Pay out of long service leave by request

Employees with seven or more years of service with the employer may request in writing to have all or part of their long service leave entitlement paid out in cash instead of taking the leave. The written application will contain the reasons for the request and must be for a minimum of one week's accrual.

6.6 Public Holidays

6.6.1 Subject to clause 6.6.6 all work done by any employee on:

- the 1st January;
- the 26th January;
- Good Friday;

- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);
- Labour Day
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the Holidays Act 1983, to be kept in place of any such holiday

will be paid for at the rate of double time and a-half with a minimum of 4 hours.

6.6.2 Labour Day

All employees covered by this Agreement are entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the Holidays Act 1983, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee will be paid a full day's wage for that day and in addition a payment for the time actually worked by the employee at one and a half times the ordinary time rate of pay prescribed for such work with a minimum of 4 hours.

6.6.3 Annual show

All work done by employees in a district specified from time to time by the Minister by notification published in the Industrial Gazette on the day appointed under the Holidays Act 1983, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification of such district will be paid for at the rate of double time and a half with a minimum of 4 hours.

In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

6.6.4 Double time and a-half

For the purpose of clause 6.6 "double time and a-half" means one and a half day's wages in addition to the employee's ordinary time rate of pay or pro rata if there is more or less than a day.

6.6.5 Stand down

Any employee with 2 weeks or more of continuous service, whose employment has been terminated by the employer or who has been stood down by the employer during the month of December, and who is re-employed in January of the following year, shall be entitled to payment at the ordinary rate payable to that employee when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and New Year's Day.

6.6.6 Substitution

Where there is agreement between the employer and the majority of employees concerned, a public holiday may be substituted for another day. If such other day is worked, then payment for that day will be at the rate of double time and a-half at the employees' ordinary time rate of pay.

6.6.7 If it is required that any employee shall work on any of the public holidays, the employer shall give not less than one clear day's notice of such requirements to the employee.

6.7 Ceremonial Leave

6.7.1 An employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the employer.

- 6.7.2 Applications for ceremonial leave may include (but are not limited to) tombstone openings, smoking of houses, initiation ceremonies, National Aborigines and Torres Strait Islanders Observance Day (NAIDOC), Coming of the Light, or other ceremonies deemed by the Elders to be significant.
- 6.7.3 Employees may access annual leave entitlements for this purpose.
- 6.7.4 Applications for ceremonial leave shall not be unreasonably withheld by the employer.

6.8 Community Service Leave

Community service leave is provided for in the National Employment Standards (NES) and deals with the ability for an employee to take approved leave without pay to engage in voluntary, eligible community service such as dealing with natural disasters.

Refer to the NES for full details.

6.9 Flexible Leave and Work Practices

Ramsay endeavours to accommodate flexible leave and work practices which will promote a healthy work life balance for all employees. Guidelines and policies covering these topics can be found on the Ramsay intranet page under 'Human Resources'.

6.10 Jury Service

- 6.10.1 An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.
- 6.10.2 Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.
- 6.10.3 Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.
- 6.10.4 If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.
- 6.10.5 "Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

SCHEDULE A - ALLIED HEALTH EMPLOYEES

Professional Level	At 9/2017 annual rate	At 9/2017 hourly rate	10/2017 + 2.5%		1/10/2018 + 2.5%		1/10/2019 + 2.5%		% Increase over the life of the agreement
			Annual Rate	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate	Hourly Rate	
PO2.1*	66,081	33.4423	\$67,733	34.2784	\$69,426	35.1353	\$71,162	36.0137	7.7
PO2.2	71,123	35.9938	\$72,901	36.8936	\$74,724	37.8160	\$76,592	38.7614	7.7
PO2.3	77,178	39.0581	\$79,107	40.0346	\$81,085	41.0354	\$83,112	42.0613	7.7
PO2.4	80,856	40.9193	\$82,877	41.9423	\$84,949	42.9908	\$87,073	44.0656	7.7
PO2.5	84,568	42.7978	\$86,682	43.8677	\$88,849	44.9644	\$91,070	46.0885	7.7
PO3.1	88,812	44.9458	\$91,032	46.0694	\$93,308	47.2212	\$95,641	48.4017	7.7
PO3.2	91,524	46.3183	\$93,812	47.4763	\$96,157	48.6632	\$98,561	49.8797	7.7
PO3.3	96,986	49.0822	\$99,411	50.3093	\$101,896	51.5670	\$104,443	52.8562	7.7
PO4.1	105,194	53.2361	\$107,824	54.5670	\$110,519	55.9312	\$113,282	57.3295	7.7
PO4.2	108,547	54.9325	\$111,261	56.3058	\$114,042	57.7135	\$116,893	59.1563	7.7
PO4.3	111,220	56.2855	\$114,001	57.6926	\$116,851	59.1350	\$119,772	60.6133	7.7

*Allied health employees who hold a relevant 3 year professional qualification shall be initially appointed to pay point PO2.1. Employees who hold a relevant 4 year+ professional qualification shall be appointed to pay point PO2.2.

NB: Pay increases are due from the first pay period commencing on or after the date shown.

SCHEDULE B - BIOMEDICAL EMPLOYEES

Professional Level	At 9/2017		10/2017 + 2.5%		1/10/2018 + 2.5%		1/10/2019 + 2.5%		% Increase over the life of the agreement
	Annual Rate	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate	Hourly Rate	
Biomedical Assistant Level 1									
Pay point 1	48,238	24.4348	\$49,444	25.0457	\$50,680	25.6718	\$51,947	26.3136	7.7
Pay point 2	51,819	26.2244	\$53,114	26.8800	\$54,442	27.5520	\$55,803	28.2408	7.7
Pay point 3	55,377	28.0252	\$56,761	28.7258	\$58,180	29.4440	\$59,635	30.1801	7.7
Pay point 4	58,913	29.8147	\$60,386	30.5601	\$61,895	31.3241	\$63,443	32.1072	7.7
Biomedical Technician Level 2									
Pay point 1	60,092	30.4113	\$61,594	31.1716	\$63,134	31.9509	\$64,713	32.7496	7.7
Pay point 2	63,918	32.3472	\$65,516	33.1559	\$67,154	33.9848	\$68,833	34.8344	7.7
Pay point 3	66,942	33.8778	\$68,616	34.7247	\$70,331	35.5929	\$72,089	36.4827	7.7
Pay point 4	70,033	35.4422	\$71,784	36.3283	\$73,578	37.2365	\$75,418	38.1674	7.7
Pay point 5	74,237	37.5695	\$76,093	38.5087	\$77,995	39.4715	\$79,945	40.4582	7.7
Pay point 6	79,085	40.0232	\$81,062	41.0238	\$83,089	42.0494	\$85,166	43.1006	7.7
Pay point 7	81,042	41.0136	\$83,068	42.0389	\$85,145	43.0899	\$87,273	44.1672	7.7

NB: All increases are effective from the pay period commencing directly on or after the date shown

BIOMEDICAL ENGINEER

Professional Level	At 9/2017 annual rate	At 9/2017 hourly rate	10/2017 + 2.5%		1/10/2018 + 2.5%		1/10/2019 + 2.5%		% Increase over the life of the agreement
			Annual Rate	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate	Hourly Rate	
Biomedical Engineer Level 3									
Pay point 1*	66,075	33.4388	\$67,727	34.2748	\$69,420	35.1316	\$71,156	36.0099	7.7
Pay point 2*	71,123	35.9936	\$72,901	36.8934	\$74,724	37.8158	\$76,592	38.7612	7.7
Pay point 3	77,172	39.0551	\$79,101	40.0315	\$81,079	41.0323	\$83,106	42.0581	7.7
Pay point 4	80,864	40.9234	\$82,886	41.9465	\$84,958	42.9951	\$87,082	44.0700	7.7
Pay point 5	84,578	42.8031	\$86,692	43.8732	\$88,860	44.9700	\$91,081	46.0943	7.7
Pay point 6	88,804	44.9416	\$91,024	46.0651	\$93,300	47.2168	\$95,632	48.3972	7.7
Pay point 7	91,517	46.3147	\$93,805	47.4726	\$96,150	48.6594	\$98,554	49.8759	7.7
Pay point 8	96,988	49.0834	\$99,413	50.3105	\$101,898	51.5682	\$104,445	52.8575	7.7
Biomedical Engineering Manager Level 4									
Pay point 1	100,235	50.7267	\$102,741	51.9949	\$105,309	53.2947	\$107,942	54.6271	7.7
Pay point 2	101,370	51.3007	\$103,904	52.5832	\$106,502	53.8978	\$109,164	55.2452	7.7
Pay point 3	102,415	51.8296	\$104,975	53.1253	\$107,600	54.4535	\$110,290	55.8148	7.7
Pay point 4	104,928	53.1015	\$107,551	54.4290	\$110,240	55.7898	\$112,996	57.1845	7.7

*Biomedical Engineers who hold a 3 year degree commence at PP1, those who hold a 4 year degree, commence at PP2.

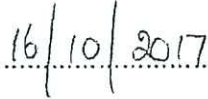
NB: Pay increases are due from the first pay period commencing on or after the date shown.

Signatories

Signed for and on behalf of Ramsay Health Care Australia Pty. Ltd.:


.....

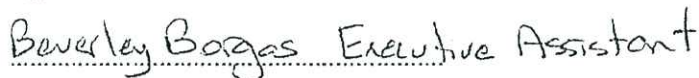
Lynda Hepworth
Human Resources Manager – Queensland,
Ramsay Health Care Australia Pty. Ltd.,
Inland Drive,
Tugun Qld. 4224


.....

Date

In the presence of:

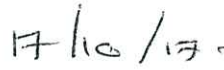

.....
Signature


.....
Print name and title

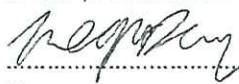
Signed for and on behalf of Together Queensland Industrial Union of Employees:

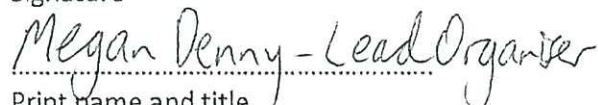

.....

Alex Scott
Branch Secretary
Australian Municipal, Administrative, Clerical and Services Union, Queensland Together Branch
Level 1, 27 Peel Street,
South Brisbane 4101



.....
Date

In the presence of:


.....
Signature



.....
Print name and title

Signed for and on behalf of Employees covered by this Agreement:


.....
Erin Hoopman,
Employee Appointed Bargaining Representative,
1 Inland Drive,
Tugun 4224


17/10/17
.....
Date

In the presence of:


.....
Signature

Beverley Borgas Executive Assistant
.....
Print name and title

Signed for and on behalf of Employees covered by this Agreement:


.....
Carrie Symonds,
Employee Appointed Bargaining Representative,
1 Inland Drive,
Tugun 4224

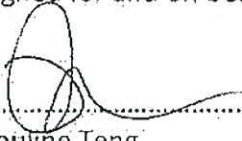
16/10/17
.....
Date

In the presence of:


.....
Signature

Beverley Borgas Executive Assistant
.....
Print name and title

Signed for and on behalf of Employees covered by this Agreement:



.....
Pauline Teng,
Employee Appointed Bargaining Representative
Newdegate Street,
Greenslopes 4120

..... 19/10/17
Date

In the presence of:

.....
Signature

ELISE RYRNE SENIOR PHYSIOTHERAPIST
Print name and title