



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Ramsay Health Care Australia Pty Limited
(AG2024/931)

RAMSAY HEALTH CARE QUEENSLAND HEALTH PROFESSIONALS ENTERPRISE AGREEMENT 2024

Health and welfare services

COMMISSIONER DURHAM

BRISBANE, 16 MAY 2024

*Application for approval of the Ramsay Health Care Queensland Health Professionals
Enterprise Agreement 2024*

[1] An application has been made for approval of an enterprise agreement known as the Ramsay Health Care Queensland Health Professionals Enterprise Agreement 2024 (**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 Limited (**the Applicant**). The Agreement is a single enterprise agreement.

[2] It is noted that the Notice of Employee Representational Rights (**NERR**) was issued to employees on 28 July 2022. The Association of Professional Engineers, Scientists and Managers, Australia (**APESMA**) and the Australian Municipal, Administrative, Clerical and Services Union, Queensland Together Branch (**Together ASU**) were involved in the Agreement making process as union bargaining representatives. There were no employee bargaining representatives nominated and therefore none were not involved in the Agreement making process. On 24 April 2024, Mr Robert Upton, an employee within the scope of the Agreement, sought to make submissions regarding the Agreement. Mr Upton, a Radiographer, was of the view that the Agreement should not be approved.

[3] On 1 May 2024, Mr Upton filed submissions, with the Applicant filing submissions in reply on 3 May 2024. Mr Upton's submissions related to his lack of involvement in the process. Neither APESMA nor Together ASU made any submissions in relation to the issues raised by Mr Upton.

[4] Mr Upton was concerned that he and all Radiographers (**the specific employees**) to be covered by the Agreement were only issued with the NERR on 19 October 2023. The Applicant submits that the delay in the issuance of the NERR to the specific employees was due to them not being previously included in the scope of previous versions of the Agreement. The Applicant submits that once they became aware the specific employees were within the scope of the new Agreement, the NERR was issued to them. In addition, the Applicant submits they

wrote to each such employee to explain the Agreement and provide details as to how the Agreement would affect them.

[5] In addition to the NERR, which indicates how an employee can seek to be represented, the information provided to Mr Upton and the specific employees at this time included an explanation as to how the proposed Agreement, if made, would affect them. The Applicant submits that at no point did Mr Upton nominate himself as a bargaining representative for the Agreement on behalf of himself or the other specific employees nor did he nominate any other person as his bargaining representative.

[6] On 23 October 2023, Mr Upton wrote to the Applicant to provide feedback on the Agreement and raise several questions. The material before me indicates that the Applicant acknowledged and considered these concerns and responded to Mr Upton's questions.

[7] S.173(1) of the Act requires that an employer take all reasonable steps to give notice of the right to be represented by a bargaining representative. I am satisfied that whilst there was an initial error in the issuing of the NERR, immediately the oversight was identified, steps were taken to ensure that each of the specific employees received the NERR and to ensure that all such employees had the opportunity to appoint a bargaining representative.

[8] Noting that the basis of Mr Upton's objections relate to the late issuance of the NERR and lack of involvement, I am satisfied for the purposes of s.188(2) of the Act to use my discretion to disregard minor procedural or technical errors made in relation to the NERR, noting I am satisfied that the employees were not likely to have been disadvantaged by the error. Further, there was a considerable amount of time from when the NERR was issued to the specific employees on 19 October 2023 until the Applicant held a successful ballot in relation to the Agreement from 7 to 12 March 2024, for Mr Upton or for any of the specific employees to nominate a bargaining representative which they did not elect to do.

[9] As such, I am satisfied that each requirement of ss186, 187 and 188 as are relevant to this application for approval have been met.

[10] APESMA and Together ASU, lodged respective Form F18 statutory declarations giving notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act, I note the Agreement covers APESMA and Together ASU.

[11] The Agreement is approved and will operate in accordance with s.54 of the Act. The nominal expiry date of the Agreement is 30 September 2026.



COMMISSIONER

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RAMSAY HEALTH CARE

QUEENSLAND HEALTH PROFESSIONALS

ENTERPRISE AGREEMENT

2024

CLAUSE	CONTENTS	PAGE
1.	PART 1 – PRELIMINARY	1
1.1	<i>Title</i>	<i>1</i>
1.2	<i>Coverage.....</i>	<i>1</i>
1.3	<i>Commencement and Duration.....</i>	<i>1</i>
1.4	<i>Relationship with National Employment Standards (NES)</i>	<i>1</i>
1.5	<i>Definitions.....</i>	<i>1</i>
1.6	<i>Replacement of previous Agreement.....</i>	<i>2</i>
1.7	<i>Access to the Agreement and the National Employment Standards.....</i>	<i>2</i>
1.8	<i>Renewal of Agreement.....</i>	<i>2</i>
2.	PART 2 – CONSULTATION AND DISPUTE RESOLUTION.....	3
2.1	<i>Grievance and Dispute Settlement Procedure</i>	<i>3</i>
2.2	<i>Enterprise Consultative Mechanisms</i>	<i>3</i>
2.3	<i>Consultation</i>	<i>3</i>
2.4	<i>Individual Flexibility Arrangement</i>	<i>5</i>
2.5	<i>Flexible Leave and Work Practices</i>	<i>6</i>
2.6	<i>Employee Assistance Program</i>	<i>6</i>
3.	PART 3 - EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS	7
3.1	<i>Employment Categories</i>	<i>7</i>
3.2	<i>Full-Time Employment.....</i>	<i>7</i>
3.3	<i>Part-Time Employment</i>	<i>7</i>
3.4	<i>Casual Employment.....</i>	<i>8</i>
3.5	<i>Termination of Employment</i>	<i>8</i>
3.6	<i>Redundancy.....</i>	<i>9</i>
3.7	<i>Transfer of Business.....</i>	<i>10</i>
3.8	<i>Financial Support for external Professional Development activities.....</i>	<i>10</i>
3.9	<i>Consultation Regarding Allied Health Students</i>	<i>11</i>
3.10	<i>Union Recognition</i>	<i>11</i>
3.11	<i>Workload Management/Safety Issues.....</i>	<i>12</i>
4.	PART 4 - WAGES AND WAGE RELATED MATTERS.....	13
4.1	<i>Wage Rates and Pay Points</i>	<i>13</i>
4.2	<i>Classification Structures</i>	<i>14</i>
4.3	<i>Superannuation</i>	<i>16</i>
4.4	<i>Payment of Wages</i>	<i>16</i>
4.5	<i>Salary Packaging</i>	<i>17</i>
4.6	<i>Uniforms.....</i>	<i>17</i>
4.7	<i>On-Call</i>	<i>17</i>
4.8	<i>Recall</i>	<i>18</i>
4.9	<i>Qualification Allowance</i>	<i>18</i>
4.10	<i>X-ray Allowance.....</i>	<i>19</i>
4.11	<i>Supervisory Allowance – Pharmacists.....</i>	<i>19</i>
4.12	<i>Higher Duties.....</i>	<i>20</i>
4.13	<i>Reimbursement of annual fee for second Registration</i>	<i>20</i>
4.14	<i>Radiation Safety Officer</i>	<i>20</i>
5.	PART 5 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK	21
5.1	<i>Hours of Work</i>	<i>21</i>
5.2	<i>Weekend Work.....</i>	<i>21</i>
5.3	<i>Afternoon and Night Shift</i>	<i>21</i>
5.4	<i>Accrued Days Off.....</i>	<i>22</i>
5.5	<i>Overtime.....</i>	<i>22</i>
5.6	<i>Overtime Meal.....</i>	<i>23</i>
5.7	<i>Meal Time and Rest Pauses.....</i>	<i>24</i>
6.	PART 6 - LEAVE AND PUBLIC HOLIDAYS.....	25
6.1	<i>Annual Leave</i>	<i>25</i>
6.2	<i>Extra Leave – on call.....</i>	<i>25</i>
6.3	<i>Personal/Carer’s Leave.....</i>	<i>26</i>

CLAUSE	CONTENTS	PAGE
6.4	<i>Paid Parental Leave</i>	27
6.5	<i>Compassionate Leave (includes Bereavement Leave)</i>	27
6.6	<i>Long Service Leave</i>	28
6.7	<i>Public Holidays</i>	29
6.8	<i>Ceremonial Leave</i>	30
6.9	<i>Community Service Leave</i>	30
6.10	<i>Leave to deal with family and domestic violence</i>	31
6.11	<i>Professional Development and Study Leave</i>	31
SCHEDULE A – ALLIED HEALTH PROFESSIONALS		33
	<i>Base Rates of Pay</i>	33
	<i>Classification Structure</i>	36
SCHEDULE B – BIOMEDICAL EMPLOYEES		44
	<i>Base Rates of Pay</i>	44
	<i>Classification Structure</i>	45
SCHEDULE C – DISPENSARY PHARMACY EMPLOYEES		48
	<i>Base Rates of Pay</i>	48
	<i>Classification Structure</i>	49
SCHEDULE D – VOLUNTARY 12 HOUR SHIFTS		52
SIGNATORIES TO AGREEMENT		54

1. PART 1 – PRELIMINARY

1.1 Title

This Agreement is the Ramsay Health Care Queensland Health Professionals Enterprise Agreement 2024 (**Agreement**).

1.2 Coverage

1.2.1 This Agreement covers and applies to:

- (a) Ramsay Health Care Australia Pty Limited and Ramsay Professional Services Pty Limited (**Ramsay or the Employer**);
- (b) Health Professionals who, on or after the Commencement Date, are employed by the Employer whose classification falls within the classification structure in Schedules A, B or C of the Agreement and whose place of employment is at a Ramsay Queensland Facility defined in clause 1.2.2 (**Employees**);
and
- (c) Subject to the decision of the Fair Work Commission (**FWC**) to approve the Agreement, the Australian Municipal, Administrative, Clerical and Services Union (ASU) and the Association of Professional Engineers, Scientists and Managers, Australia (APESMA) trading as Professional Pharmacists Australia (**Union**).

1.2.2 A Ramsay Queensland Facility is a health facility in Queensland that is part of Ramsay Health Care and that falls within the meaning of a "**private health facility**" as defined in section 9 of the *Private Health Facilities Act 1999* (Qld).

1.2.3 Health Professionals means:

- (a) Allied Health Professionals including, without limitation, Physiotherapists, Occupational Therapists, Speech Language Pathologists, Psychologists, Social Workers, Dietitians, Exercise Physiologists, Radiographers and Cardiac Technicians;
- (b) Dispensary Pharmacists and Intern Pharmacists; and
- (c) Biomedical Assistants, Technicians, Engineers and Managers.

1.3 Commencement and Duration

This Agreement will commence operation 7 days after approval from the FWC (Commencement Date) and will have a nominal expiry date of 30 September 2026. It will remain in operation until it is terminated or replaced in accordance with the Act.

1.4 Relationship with National Employment Standards (NES)

The NES and this Agreement contain the minimum conditions of employment for Employees covered by this Agreement. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

1.5 Definitions

1.5.1 *Classification Level* will comprise a number of pay points through which Employees will be eligible to progress.

1.5.2 *Pay point* means the specific Base Rate of Pay payable to an Employee within a Classification Level.

1.5.3 *Act* means the *Fair Work Act 2009*.

1.5.4 *Base Rate of Pay* means the rate payable to an Employee for their ordinary hours of work, but not including any of the following:

- (a) penalties or loadings;
- (b) monetary allowances;

26 February 2024

- (c) overtime or penalty rates; and
- (d) any other separately identifiable amounts.

1.6 Replacement of previous Agreement

This Agreement replaces the *Ramsay Health Care Australia Pty. Ltd. and Health Professionals' Queensland Enterprise Agreement 2017/2020* and the *Ramsay Health Care Australia Pty Ltd t/a Greenslopes Private Hospital and BME Employees, Enterprise Agreement 2012*. It operates to the exclusion of any other enterprise agreement or modern award.

Any procedure relating to a grievance or dispute that was formally commenced pursuant to the Grievance and Dispute Settling Procedure under the previous Agreement, but not concluded at the commencement date of this Agreement, will continue to be dealt with in accordance with the relevant provisions of the previous Agreement.

1.7 Access to the Agreement and the National Employment Standards

This Agreement and the NES are readily accessible for employees on the Employer's intranet page and via the FWC's website.

1.8 Renewal of Agreement

The intention of the parties is to commence negotiations for a replacement Agreement no later than June 2026.

2. PART 2 – CONSULTATION AND DISPUTE RESOLUTION

2.1 Grievance and Dispute Settlement Procedure

- 2.1.1 The matters to be dealt with in this procedure will include all grievances or disputes between the parties in respect to any industrial matter that pertains to the operation or interpretation of this agreement (other than clause 4.2.6 – Higher Grade Positions), the employment relationship or the NES. This procedure applies to a single Employee or to any number of Employees.
- 2.1.2 It is the intention of this procedure to resolve grievances as promptly and as close as possible to the local level.
- 2.1.3 Where matters cannot be resolved, the process to be followed is as follows:
- (a) The Employee will attempt to resolve the dispute or grievance with their appropriate, immediate supervisor. If this is inappropriate, the next level of management will be consulted.
 - (b) If the dispute or grievance is still unresolved, the matter will be referred to higher management.
 - (c) Every Employee will have the right to representation, including union representation, at any stage throughout this process.
 - (d) It is agreed that, wherever possible, steps (a) and (b) will take place within 14 days.
 - (e) Until the dispute or grievance is resolved and while discussions take place, work will continue normally in accordance with the custom and practice existing before the dispute or grievance arose. No party will be prejudiced as to the final resolution by continuance of work. Health and Safety matters are exempt from this point.
 - (f) If the matter is not resolved at Step (e), it may be referred by either party to a senior official of the relevant union or other representative and the appropriate representative of the Employer.
 - (g) If the matter is not resolved, then it may be referred by either party to FWC for conciliation and, if necessary, arbitration.

2.2 Enterprise Consultative Mechanisms

- 2.2.1 The Employer and Employees covered by this Agreement may establish or join an already established consultative committee whose objectives are:
- (a) to ensure Employees are aware of the content of this Agreement;
 - (b) to discuss issues arising from this Agreement and other Queensland enterprise agreements of the Employer which have not been able to be resolved at the local level; and
 - (c) to work towards a co-operative, positive workplace culture.
- 2.2.2 Management and Employees are committed to effective consultation and mutual information sharing in the workplace.
- 2.2.3 The parties acknowledge that certain issues may involve sensitive or confidential material and agree that such material will remain confidential to the parties. Provided that the Employer is not required to disclose confidential information, the disclosure of which could be harmful to its interests.

2.3 Consultation

- 2.3.1 This clause 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.

26 February 2024

Major change

- 2.3.2 For a major change referred to in clause 2.3.1 (a):
- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
 - (b) clauses 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 clause 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 clause 2.3.2 (a) and clauses 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 clause 2.3.1(b):
- (a) the Employer must notify the relevant Employees of the proposed change; and
 - (b) clauses 2.3.11 to 2.3.15 apply.

26 February 2024

- 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 Where a provision of this Agreement provides for, or allows, a change to an Employee's regular roster or ordinary hours of work, consultation pursuant to this clause is not required. For example, where a change to a roster is made pursuant to clause 5.1.7, which deals with rosters and roster changes, consultation pursuant to this clause will not be required.
- 2.3.17 In this clause:
- "relevant Employees" means the Employees who may be affected by a change referred to in clause 2.3.1.

2.4 Individual Flexibility Arrangement

- 2.4.1 The Employer and an Employee may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the Agreement deals with one 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 one or more of the matters mentioned in clause 2.4.1 (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 Act; and
 - (b) are not unlawful terms under section 194 of the Act; 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.
- 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.

2.5 Flexible Leave and Work Practices

- 2.5.1 The Employer 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'.
- 2.5.2 Employees in certain circumstances may request a change in working arrangements relating to those circumstances, in accordance with the NES.

2.6 Employee Assistance Program

- 2.6.1 As part of the Employer's commitment to achieving and maintaining a safe, healthy and productive workplace, an Employee Assistance Program (EAP) is available for Employees and their immediate family to access, free of charge for the first three sessions in any calendar year.
- 2.6.2 The EAP provides access to confidential short-term counselling support for any personal or work-related issues. For full information either check local notice boards, visit the Ramsay intranet site, Human Resources, Employee Benefits or contact Group Human Resources.

3. PART 3 - EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

3.1 Employment Categories

- 3.1.1 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 Employee's employment status and classification level will be confirmed with each Employee in writing at the time of the engagement.
- 3.1.4 In the case of casual Employees, such confirmation is only required at the initial engagement and if that Employee's employment status changes.
- 3.1.5 In the case of part-time Employees, such confirmation will include the minimum number of guaranteed hours of work per fortnight.

3.2 Full-Time Employment

A Full-time Employee is engaged to work 38 hours per week or an average of 38 ordinary hours per week over a fortnight or 4-week period.

3.3 Part-Time Employment

- 3.3.1 A Part-time Employee is a permanent Employee who is contracted to work a guaranteed minimum number of ordinary working hours per fortnight, which is less than the average of 38 hours per week worked by a full-time Employee.
- 3.3.2 The spread of ordinary working hours will be worked as prescribed for a full-time Employee. Ordinary hours will 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.
- 3.3.3 Ordinary hours will be rostered and worked continuously, excluding meal breaks, and will be not less than 3 hours or more than 10 hours on any one day, unless an Employee has agreed to work up to 12 ordinary hours in accordance with clause 5.1.3.
- 3.3.4 Part-time Employees are paid at the Base Rate of Pay for the appropriate classification with a minimum payment of 3 hours per shift.
- 3.3.5 Part-time Employees are entitled to overtime in accordance with clause 5.5 (Overtime).
- 3.3.6 Part-time Employees are entitled to payment for working on public holidays in accordance with clause 6.7 (Public holidays).
- 3.3.7 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, will be paid for their usual hours worked on that day as a "public holiday not worked" day.
- 3.3.8 Part-time Employees are entitled to paid annual leave in accordance with clause 6.1 (Annual leave), calculated on a pro-rata basis.
- 3.3.9 Where a part-time Employee has an entitlement to paid personal/carer's leave in accordance with clause 6.3 (Personal/Carer's leave), payment for a period of personal/carer's leave is based upon the number of hours that the Employee would otherwise have worked during the period of leave.
- 3.3.10 A part-time Employee may make a request in writing to their manager to have their minimum guaranteed hours increased and the manager will:
 - (a) review the Employee's work patterns over the last 12 months to determine whether the pattern is consistent and likely to be ongoing;
 - (b) consider the future needs of the business; and
 - (c) consider the needs of the Employee,and will respond formally to the request within 21 days explaining the reason for the decision.

26 February 2024

3.4 Casual Employment

- 3.4.1 A casual Employee is an Employee who meets the definition as set out in s.15A of the Act.
- 3.4.2 Casual Employees will be paid the Base Rate of Pay for the relevant classification and pay point, plus a casual loading of 25% of the Base Rate of Pay.
- 3.4.3 Where a casual Employee is entitled to a loading or penalty in respect of an afternoon shift, weekend work, public holiday or overtime, such loading or penalty will be applied to the Base Rate of Pay and the casual Employee will also be entitled to the casual loading in clause 3.4.2.
- 3.4.4 The minimum period of engagement of a casual Employee is three hours. A casual Employee may work a maximum of 10 ordinary hours per shift (unless an Employee has agreed to work up to 12 ordinary hours in accordance with clause 5.1.3).
- 3.4.5 Where a casual Employee has been offered a shift and that shift is subsequently cancelled, a minimum of two hours' notice will be provided. Where such notice is not provided, two hours pay in lieu of the notice of the cancellation will be provided.
- 3.4.6 The NES deals with the conversion of casual Employees to permanent employment. Where a casual Employee has been employed for a minimum of 12 months and has worked regular hours over the last 6 months, they may be eligible to request, or the Employer may be required to offer them, a conversion to permanent employment. Refer to the NES for details.

3.5 Termination of Employment**3.5.1 Statement of employment**

The Employer will, upon request to an Employee whose employment has been terminated, provide a written statement specifying the period of employment and the classification or type of work performed by the Employee.

3.5.2 Termination by the Employer

- (a) In order to terminate the employment of an Employee, the Employer will 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 less 5 years	3 weeks
More than 5 years	4 weeks

- (b) In addition to the notice in clause 3.5.2 (a), Employees who are over 45 years of age and have completed at least 2 years' continuous service when they receive notice must be given an additional week's notice.
- (c) Payment in lieu of notice will be made by the Employer if the required notice is not given. Provided that employment may be terminated by the Employer providing part of the required period of notice and part payment in lieu of notice.
- (d) In calculating any payment in lieu of notice, the Employer will pay the amount the Employee would have earned for the hours the Employee would have worked had the employment continued until the end of the minimum notice period.
- (e) The period of notice in clause 3.5.2 (a) will not apply in the case of dismissal for misconduct or other grounds that justify summary dismissal, or in the case of casual Employees or Employees engaged for a specific period of time or for a specific task or tasks.

3.5.3 Notice of Termination by Employee

The notice of termination required to be given by an Employee (other than a casual Employee) is two weeks. If an Employee fails to give notice the Employer will have the right to deduct from any wages due to the Employee an amount that is no more than one week's wages for the Employee.

26 February 2024

3.5.4 Annual leave

In the absence of mutual agreement between the Employer and the Employee, annual leave will not coincide with a period of notice of termination of employment.

3.6 Redundancy

3.6.1 Consultation before terminations

- (a) Where the 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 will hold discussions with the Employees directly affected and when requested, their nominated representative.
- (b) The consultation will take place as soon as it is practicable after the Employer has made a definite decision and will cover, among other things, 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.
- (c) For the purpose of such consultation, the Employer will, as soon as practicable, provide in writing to the Employees concerned and their nominated representative (if any), all relevant information about the proposed terminations and the reasons for the proposed terminations, the number and categories of Employees likely to be affected, the number of workers normally employed in the period over which the terminations are likely to be carried out. Provided that the Employer will not be required to disclose confidential information, the disclosure of which would be harmful to the Employer's interests.

3.6.2 Transfer to lower paid duties

Where an Employee is transferred to other duties for reasons set out in clause 3.6.1, the Employee will be entitled to the same period of notice of transfer as the Employee would have been entitled to, pursuant to clause 3.5.2, if their employment had been terminated. The Employer may instead make a payment equal to the difference between the former Base Rate of Pay and the new lower Base Rate of Pay for the number of weeks of notice of transfer not provided.

3.6.3 Time off during notice period

- (a) Where a decision has been made to terminate an Employee in the circumstances outlined in clause 3.6.1, the Employee will 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 may, at the request of the Employer, be required to produce proof of attendance at an interview or the Employee will not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

3.6.4 Notice to Centrelink

Where a decision has been made to terminate the employment of 15 or more Employees in the circumstances outlined above, the Employer will notify Centrelink 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.

3.6.5 Redundancy Pay

In addition to the period of notice for ordinary termination set out in clause 3.5.2, and subject to any further order of the Commission, an Employee whose employment is terminated for reasons set out in clause 3.6.1 is entitled to the following amount of redundancy pay based on their continuous service with the Employer:

26 February 2024

Years of Service	Redundancy Pay (weeks)
Up to 1 year	0
1 year and up to 2 years	6
2 years and up to 3 years	8
3 years and up to 4 years	9
4 years and up to 5 years	10
5 years and up to 6 years	10
6 years and up to 7 years	11
7 years and up to 8 years	13
8 years and up to 9 years	14
9 years and up to 10 years	16
10 years and up to 11 years	14
11 years and up to 12 years	15
12+ years	16

For the purposes of this clause, a week of Redundancy Pay means the Employee's Base Rate of Pay multiplied by the ordinary hours of the Employee concerned.

3.6.6 Employee leaving during notice

An Employee, whose employment is terminated for reasons set out in clause 3.6.1, may terminate their employment during the notice period, and, if so, will be entitled to the same benefits and payments under clause 3.5 had the Employee remained in employment until the expiry of such notice:

Provided that in such circumstances the Employee will not be entitled to any payment in lieu of notice.

3.6.7 Alternative employment

An Employer, in a particular case, may make application to the FWC to have the redundancy pay reduced if the Employer obtains acceptable alternative employment for an Employee.

3.6.8 Employees exempted

Clause 3.6 will 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.

3.7 **Transfer of Business**

Refer to Part 2-8 of the Act.

3.8 **Financial Support for external Professional Development activities**

3.8.1 A full time or part-time Employee may apply in writing to the Department Manager for financial support for costs relating to external professional development activities. Such an application will include all details of the external activity including an explanation of its relevance to the Employee's current or future position and the value of financial support being requested. An application for financial support may or may not include an application for professional development leave (see clause 6.11) in relation to the same activity.

3.8.2 The Department Manager will discuss the application with the Executive Manager prior to a decision being made. The review of the request for financial support by Management will take into consideration some or all of the following:

- (a) The professional development needs of the Employee;
- (b) The needs of the business;
- (c) The history of support already provided to the Employee;

26 February 2024

- (d) The relevance of the request to the current position held by the Employee or probable future position/s;
 - (e) The number of Employees already approved to attend the same professional development event;
 - (f) Department and/or hospital budget provisions;
 - (g) Staffing needs at the time;
 - (h) The development of skills or knowledge which are directly relevant to the work performed by the Employee in their role;
 - (i) Whether the professional development can be internally sourced within Ramsay; and
 - (j) Requirements to meet legislative and industry standards.
- 3.8.3 The Employer will provide in writing to the Employee the reasons for full or partial approval of a request for financial support, or reasons for not approving the request as soon as possible and no later than 21 days after receipt of the written request.
- 3.8.4 Professional Development will be an agenda item for Department meetings.
- 3.8.5 An Employee's entitlement to professional development leave is set out in clause 6.11.

3.9 Consultation Regarding Allied Health Students

- 3.9.1 The Employer 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 determining the operational details of student placements, Employees from the appropriate discipline who have sufficient experience to supervise students will be involved in developing the plan for student practice and supervision.
- 3.9.2 If an Employee considers that they are unable to supervise students due to lack of training or workload, the Employee will discuss the issue with their manager.
- 3.9.3 Students will not be accepted if the manager and the Employee to whom the students will be assigned 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.
- 3.9.4 Any concerns or issues that arise whilst an Employee is supervising students will be relayed to the manager urgently, so that the student allocation can be reviewed.
- 3.9.5 Discussions with universities regarding the placement of students will endeavour to achieve around 8 hours paid time to provide for a facilitator for each full-time equivalent student per week.

3.10 Union Recognition

- 3.10.1 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.
- 3.10.2 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 Act. 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.

26 February 2024

- (d) Members and potential members of a union may meet with the union eligible to represent their interests at the workplace during meal and other breaks.

3.10.3 Requests from recognised Workplace Union Delegates to attend up to five days of industrial relations education leave per year at ordinary pay will not be unreasonably refused by the Employer. The approval of such leave will be subject to the following conditions:

- (a) the Employee must have at least 12 months continuous service with the Employer prior to such leave being granted;
- (b) this clause does not apply to a site with less than 3 full-time-equivalent Employees covered by this Agreement; and
- (c) the request must be in writing detailing the dates involved and the training provider and given to the Employee's Manager at least 2 weeks prior to the proposed date so that rosters may be adjusted if necessary.

3.11 Workload Management/Safety Issues

3.11.1 The Employer is committed to providing a safe work environment for all Employees. If an Employee believes that the work environment is not safe (including workload issues, practices, equipment etc.); they should 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 Settlement Procedure will be followed.

3.11.2 Workload issues arising from the placement of Allied Health students should be dealt with in accordance with Clause 3.10 in the first instance (Consultation regarding Allied Health Students).

4. PART 4 - WAGES AND WAGE RELATED MATTERS

4.1 Wage Rates and Pay Points

- 4.1.1 The Base Rates of Pay for Employees under this Agreement, together with the increases to wage rates and the operative dates of those increases are set out in Schedules A, B and C.
- 4.1.2 Subject to the clauses below, an Employee will generally commence at the first pay point of the relevant classification level, however:
- (a) Allied Health Employees who hold a 3-year professional qualification will be appointed to pay point 1 of Grade 1 Allied Health Professional and Allied Health Employees who hold a 4-year Professional qualification, or a post graduate Masters or equivalent qualification will be appointed to pay point 2 of Grade 1 Allied Health Professional;
 - (b) Community pharmacists with greater than 2 years' experience will be appointed to pay point 2 of Pharmacist Grade 1, Year 2 as a minimum; and
 - (c) Biomedical Engineers who hold a 3-year degree will commence at pay point 1 of Level 3 and Biomedical Engineers who hold a 4-year degree will commence at pay point 2 of Level 3.
- 4.1.3 Progression for an Employee to the next pay point within a classification level will occur as follows:
- (a) up until the commencement date of this Agreement, an Employee must have completed the equivalent of 12 months of full-time continuous service (1976 ordinary hours) at a pay point before progressing to the next pay point; and
 - (b) from the commencement date of the Agreement, an Employee must have worked for 1800 ordinary hours at a pay point before progressing to the next pay point, provided that twelve months or more have also passed. Paid leave is counted as time worked when calculating hours worked.
For example, if an Employee has completed 1795 hours at a pay point at the commencement of this Agreement and has been at this pay point for 12 months or more, the Employee will be required to complete another 5 hours before being eligible to move to the next pay point.
 - (c) The progression will occur at the commencement of the next pay period after the Employee has become eligible.
- 4.1.4 An Allied Health or Dispensary Pharmacy Employee will also be eligible to progress to the first pay point of Grade 2 after they have 12 months service and 1800 hours at the maximum pay point at Grade 1, subject to the following:
- (a) On or before the Employee's next annual appraisal after they become eligible to progress, the Employee providing the necessary evidence to allow their manager to confirm that the following criteria has been met in order for the Employee to progress to Grade 2:
 - (i) they have 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 private health facility;
 - (ii) they continue 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; and
 - (iii) their performance level is at a fully competent standard and they demonstrate high levels of efficiency, effectiveness, responsibility and initiative.

26 February 2024

- (b) The Hospital CEO or Executive Manager approving and signing off the manager's assessment of the Employee; and
- (c) The effective date of the approved progression to Grade 2 will be backdated to the pay period commencing on or after the date the Employee became eligible to progress (that is, after 12 months and 1800 hours at the maximum pay point of Grade 1); and
- (d) Disputes in relation to an Employee's failure to progress to Grade 2 will be determined in accordance with the Grievance and Dispute Settlement procedure.

4.1.5 Recognition of Prior and Concurrent Service

- (a) On commencement, new Employees will be required to provide evidence of prior experience to the satisfaction of the Employer in order for their prior experience to be considered in determining the Employee's pay point within Grade 1 or Grade 2 of the Allied Health Employee or Dispensary Pharmacy structure. An Employee will be given credit for all their professional experience provided it is relevant to the position being undertaken with the Employer. This will include time worked with other employers either before or during employment periods with the Employer up to a total of 1800 hours per year. The Employer will determine the experience that is and is not relevant to the position and any offer of employment will clearly state the pay point within the classification level that is being offered.
- (b) An Employee will provide evidence of previous experience within the first 4 weeks of the commencement of employment. Where such evidence is not provided prior to commencement, the Employee's manager will conservatively determine a pay point for the Employee and any back pay will be processed provided the evidence of prior experience is received within the first 4 weeks of employment. If evidence is not provided within the first 4 weeks of commencement, the Employee's new pay point will not be backdated but will apply from the pay period commencing on or after the date the evidence is provided.
- (c) An Employee's concurrent experience with other employers will also be taken into account in the Employee's progression. An Employee should provide evidence of hours worked with other employers on a regular basis so these hours can be added to the Employee's total. If these hours result in the Employee moving up to the next pay point, the change will be applicable from the first pay period commencing on or after the date the evidence was provided and will not be backdated.
- (d) On termination of employment, each Employee will be given a Statement of Service confirming their dates of employment and the total ordinary hours worked or on paid leave during that period.
- (e) Where a new Employee has not worked in their professional field for five consecutive years or more, they will initially be appointed to Grade 1, pay point 2. The Department Manager and the Executive Manager will assess the new Employee's competency level within the first 6 months of their employment and allocate an appropriate pay level to them. This level will not be greater than the total of the Employee's work experience. This new pay level may be backdated to the date of commencement or may apply from the first pay period to commence on or after the date of the review, at the discretion of the Executive Manager.

4.2 **Classification Structures**

4.2.1 Classification structures for Employees are set out in this Agreement, as follows:

- (a) Allied Health Employees – Schedule A;
- (b) Biomedical Employees – Schedule B; and
- (c) Dispensary Pharmacy Employees – Schedule C.

4.2.2 All positions at each private health facility will be assigned to a classification based on the comparability of the requirements for a particular role to the descriptors within the classification structures.

26 February 2024

- 4.2.3 Employees may be asked to assist Employees who are assigned to higher levels in undertaking more advanced tasks. However, the ultimate responsibility for the outcome of the advanced task rests with the higher-level Employee.
- 4.2.4 If an Employee believes that they have been assigned the ultimate responsibility for a task outside of their scope and it is unsafe for them to continue with the task, they will immediately advise the relevant manager.
- 4.2.5 If the situation referred to in clause 4.2.4 leads the Employee to believe that they are not appropriately assigned to a classification for the work they have been asked, and are competent, to perform, they may request a review of their classification level by following the process listed below:
- (a) The Employee will submit a formal written request for a review of their classification level to their manager, explaining each higher-level task being undertaken 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 the Executive Manager, will respond formally in writing within four weeks advising of the outcome of the review. Where it is not possible to complete the review within this 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 the current level;
 - (ii) The reallocation of tasks to other Employees; or
 - (iii) The removal of certain tasks.
- 4.2.6 Higher Grade Positions - Grades 3 and 4 Allied Health Professionals and Pharmacists.
- (a) Grade 3 and 4 positions are created at Ramsay discretion and are by appointment only. In the first 12 months of the operation of the Agreement, existing Employees will be given preference for appointment to Grade 3 and 4 positions.
 - (b) New appointees to Grade 3 and 4 positions will commence at the first pay point of the relevant classification level. Progression through pay points in Grades 3 and 4 positions is based on service or experience with the Employer only and prior service will not be recognised.
 - (c) An Employee may put forward a submission that a new Grade 3 or 4 position be created within a private health facility, network or region. If so, the following process will apply:
 - (i) A submission should be in the form of a business case, addressing all aspects of the classification description.
 - (ii) The submission should address the business / operational needs the position is designed to meet and should also include proposed measurable indicators that will demonstrate the justification for the position and/or for the Employee to be appointed to the proposed position.

26 February 2024

- (iii) A submission should be prepared in conjunction with the Employee's manager. If the proposal is for a network or regionally based position, the proposal should be prepared in conjunction with other relevant managers.
- (iv) The Employer will give genuine consideration to Employee submissions and provide a reasoned response. In providing its response, consideration will be given to the views of the Executives of the facility or facilities that are within the scope of the proposed position, consistency of positions at similar facilities, networks or regions covered by this Agreement, and any other relevant matter.
- (v) Where a submission is not immediately acceptable, the Employer will provide feedback on the submission, including (where relevant) the elements of the proposal that would need to be further or better addressed in order for the submission to be acceptable. The Employee may then choose to amend the proposal and re-submit.
- (vi) If, on further consideration of a re-submitted proposal, the proposal is not acceptable, the Employee may choose to ask the State Manager and/or relevant National Manager to review the decision.
- (vii) Where a submission is accepted by the Employer, the position will be created in the agreed timeframe, and steps taken to fill the position. The Employee who has submitted the successful business case may or may not be appointed to the new position.

4.3 Superannuation

4.3.1 Superannuation contribution

- (a) The Employer will 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.
- (b) Contributions on behalf of each eligible Employee will 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.
- (c) "Ordinary time earnings" for the purposes of calculating the Employer contribution will be in accordance with ATO guidelines.
- (d) The fund and the amount of superannuation contribution will be included in the pay advice notice provided to an Employee.

4.3.2 The Employer and an Employee may agree, at the written request of the Employee, that the Employee will sacrifice part of their wages under this Agreement to a complying superannuation fund, provided further that such salary sacrifice arrangement complies with relevant legislation.

4.3.3 Superannuation Default Fund

- (a) If a new Employee does not nominate a superannuation fund, the Employer will contact the ATO for details of their existing superannuation fund and if one exists, contributions will be paid into that fund.
- (b) Where the new Employee does not have an existing superannuation fund as confirmed by the ATO and does not provide the Employer with details of their preferred superannuation fund within 14 days of commencement, the Health Employees Superannuation Trust Australia (HESTA) will be the default fund into which the Employer will make any applicable Employer contributions as determined by the Superannuation Guarantee (Administration) Act 1992 as amended from time to time.

4.4 Payment of Wages

Wages will be paid fortnightly by electronic funds transfer.

26 February 2024

4.5 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 any administration of the arrangements. Only future wages may be packaged from the commencement date of the salary packaging arrangement.

4.6 Uniforms

- 4.6.1 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 will pay a uniform allowance at the hourly rate shown below, paid for each ordinary hour worked:

Uniform Allowance	Amount		
	<i>First pay period commencing on or after the following dates</i>		
	1/10/2023	1/10/2024	1/10/2025
	\$ per hour	\$ per hour	\$ per hour
Hourly allowance	\$0.15683	\$0.16153	\$0.16638
(Annual amount)	\$309.90	\$319.18	\$328.77

- 4.6.2 In all instances, Employees must maintain their uniforms in good and serviceable condition.
- 4.6.3 Employees who require a new uniform earlier than the usual 12-month period due to unforeseen circumstances such as work-related damage should take the damaged item to the Uniform Coordinator and request an exchange. Each request will be considered on an individual basis.
- 4.6.4 Any uniforms issued by the Employer remain the property of the Employer and must be returned on termination of employment.
- 4.6.5 Failure to return uniforms on termination of employment may result in a deduction from the Employee's final payment of wages. Any money deducted will not exceed the current replacement value of the Employee's last uniform allocation.

4.7 On-Call

The provisions below apply to Employees who are rostered to be on-call.

- 4.7.1 An Employee rostered to be on-call will receive an additional amount for each 24-hour period or part of a 24-hour period as follows:

On-Call Allowances	Amount		
	<i>First pay period commencing on or after the following dates</i>		
	1/10/2023	1/10/2024	1/10/2025
	\$ per period	\$ per period	\$ per period
When the on-call period is between rostered shifts of ordinary hours Monday to Friday inclusive	\$37.03	\$38.14	\$39.28
When the on-call period is on a Saturday.	\$50.73	\$52.25	\$53.82
When the on-call period is on a Sunday, public holiday or a day when the Employee is rostered off duty	\$59.24	\$61.02	\$62.85

- 4.7.2 Payment in accordance with clause 4.7.1 will be made based on the calendar day on which the major portion of the on-call period falls.
- 4.7.3 If an Employee who is rostered to be on-call is required to come into the facility and work, such work will be paid at the appropriate overtime rate, in addition to the on-call allowance in clause 4.7.1. A minimum payment of three hours will be made, provided that, except in the case of unforeseen circumstances arising, the Employee will not be required to work for the full 3 hours if the work is completed within a shorter period. The minimum 3-hour period commences from the time the Employee starts work.

26 February 2024

- 4.7.4 An Employee who is on-call and required to come into the facility and work will be reimbursed for the cost of transport to and from their home.
- 4.7.5 Where a Biomedical Employee is on-call and telephoned about a problem that can be addressed remotely (for example, 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 payment of one hour. The 10-hour break after overtime in clause 5.5.6 will not apply in these circumstances.
- 4.7.6 An Employee rostered to be on-call is required to remain contactable and readily available to attend work.

4.8 **Recall**

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

- 4.8.1 Other than as provided for in clause 4.8.4, an Employee who is recalled to work will be paid at the appropriate overtime rate, with a minimum payment of three hours. The time spent travelling to and from the place of duty will be deemed to be time worked.
- 4.8.2 Provided that where an Employee is recalled within three hours of their rostered commencement time, and the Employee remains at work, only the time spent in travelling to work will be included with the actual time worked for the purpose of the overtime payment.
- 4.8.3 Except in the case of unforeseen circumstances arising, an Employee who is recalled to duty will not be required to work for the full three hours if the work is completed within a shorter period.
- 4.8.4 Where a Biomedical Employee is asked to perform work during non-working hours, and can perform such work remotely, the Employee will be paid at the appropriate overtime rate, with a minimum payment of one hour. The 10-hour break after overtime in clause 5.5.6 will not apply in these circumstances.
- 4.8.5 An Employee who is recalled to work will be provided with transport to and from their home or reimbursed for the cost of such transport: Provided that where an Employee is recalled to work within three hours of their rostered commencement time and the Employee remains at work, the Employee will be provided with, or reimbursed for, transport from their home to the hospital only.

4.9 **Qualification Allowance**

- 4.9.1 The qualification allowance is intended to recognise and reward 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 or Pharmacist.
- 4.9.2 A full-time Employee classified at Grade 1 or 2 Allied Health Professional, or as a Pharmacist Grade 1, 2 or 3, will be entitled to a qualification allowance as detailed below, on production of evidence of the attainment of a recognised qualification. Part-time and casual Employees will be entitled to a pro-rata amount of the weekly allowance based on ordinary hours worked.

Qualification Name & Description	Amount		
	<i>First pay period commencing on or after the following dates</i>		
	1/10/2023	1/10/2024	1/10/2025
	\$ per week	\$ per week	\$ per week
Name: 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 or Pharmacist. Description: Earned over a minimum of 2 full-time academic semesters (or equivalent) and consists of 4 or more units of study (or equivalent).	\$23.13	\$23.83	\$24.54

26 February 2024

Qualification Name & Description	Amount		
	First pay period commencing on or after the following dates		
	1/10/2023	1/10/2024	1/10/2025
	\$ per week	\$ per week	\$ per week
Name: 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 or Pharmacist. Description: 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.	\$46.28	\$47.67	\$49.10

- 4.9.3 Provided that the allowance is only payable if the qualification is relevant to the area in which the Employee is working or to the work performed by the Employee, or if the Employer requires the Employee to hold a particular post graduate tertiary qualification from a recognised tertiary education institution (or equivalent).
- 4.9.4 An Employee will only be entitled to the payment of this allowance for one qualification, being the highest qualification earned by the Employee.
- 4.9.5 In the event of a lack of clarity, or disagreement over the recognition of an Employee's qualification for the purposes of this sub-clause, the matter will 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 Grievance and Dispute Settlement Procedure in this Agreement.
- 4.9.6 Employees who are eligible for the qualification allowance should apply on the appropriate form obtained 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.

4.10 X-ray Allowance

An Employee who is required to use or assist in using x-ray apparatus and to wear a lead aprons or similar protective apparel is entitled to a weekly allowance as shown below:

X-ray allowance	1/10/2023	1/10/2024	1/10/2025
	\$ per week	\$ per week	\$ per week
	\$12.81	\$13.19	\$13.59

4.11 Supervisory Allowance – Pharmacists

A supervisory allowance will be paid to a Pharmacist Grade 1 or Grade 2 (as set out below) in relation to any shift of 8 hours or more during which the Pharmacist is required by management to assume sole responsibility for the supervision of interns or Pharmacists. This may include the efficient delegation of operations and management of tasks to ensure quality assessment of work is undertaken.

Supervisory Allowances	Amount		
	First pay period commencing on or after the following dates		
	EA commencement date	1/10/2024	1/10/2025
	\$ per hour	\$ per hour	\$ per hour
Pharmacist Grade 1 – Supervision of 1-4 Pharmacists and/or Interns	\$2.11	\$2.17	\$2.24
Pharmacist Grade 1 or Grade 2– Supervision of 5-9 Pharmacists and/or Interns	\$3.26	\$3.36	\$3.46
Pharmacist Grade 1 or Grade 2 – Supervision of 10+ Pharmacists and/or Interns	\$4.36	\$4.49	\$4.62

4.12 Higher Duties

An Employee who is authorised to perform the duties of another Employee at a higher classification level for a period of five or more consecutive working days will be paid for such period at a rate not less than the minimum rate prescribed for the classification of the Employee relieved. Provided that a manager may exercise discretion to apply higher duties for shorter periods than five days.

4.13 Reimbursement of annual fee for second Registration

Where an Employee is required to hold a second registration in order to perform a specialist task required by the Employer, the Employee will be reimbursed for the second annual registration fee on presentation of a receipt confirming payment.

4.14 Radiation Safety Officer

A Radiographer appointed by the Employer as a Radiation Safety Officer will be entitled to reimbursement of the fees associated with obtaining and maintaining the Radiation Safety Officer Certificate.

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

5.1 Hours of Work

- 5.1.1 Given the nature of the Employer's business, Employees are regularly rostered to work outside the hours of 6.00am to 6.00pm, Monday to Friday.
- 5.1.2 Subject to clause 5.4 - Accrued Days Off and subject to the exceptions provided within this Part 5, the ordinary hours of work for a full-time Employee will be an average of 38 per week and worked on one of the following bases:
- (a) 38 hours within a work cycle not exceeding 7 consecutive days; or
 - (b) 76 hours within a work cycle not exceeding 14 consecutive days; or
 - (c) 152 hours within a work cycle not exceeding 28 consecutive days.
- 5.1.3 The rostered ordinary hours of all Employees will not exceed 10 hours per day exclusive of meal breaks and will be worked within a spread of 12 hours from the commencing time.
- Provided that an Employee, other than a Pharmacy Intern, may agree to work up to 12 ordinary hours on any one day or shift, in accordance with Schedule D – Voluntary 12 Hour Shifts and where this occurs the provisions of that Schedule apply in lieu of the relevant provisions of this Part.
- 5.1.4 The ordinary hours for a part-time Employee will 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.
- 5.1.5 Where necessary, Employees will commence their ordinary hours and breaks at different times to ensure continuity of patient care.
- 5.1.6 Employees are required to observe the rostered starting and finishing times for their shift, including designated breaks, to maximise available working time.
- 5.1.7 Rosters will be advised one week in advance of the commencement of the roster period. Changes to a roster for a full time or part time Employee may occur by agreement between the Employer and the Employee or with 24 hours' notice by the Employer. If the change is not made by agreement or the Employer does not provide 24 hours' notice of a roster change, the Employee will be paid a total of 200% of the Base Rate of Pay (in lieu of any other penalty or loading) for the additional time worked.
- Provided that this payment does not apply where rosters are changed due to emergent circumstances which the Employer could not have reasonably anticipated.

5.2 Weekend Work

- 5.2.1 All ordinary hours worked by an Employee between midnight Friday and midnight Sunday will be paid for at the Base Rate of Pay plus the additional percentage of the Employee's Base Rate of Pay as follows:
- (a) Midnight Friday to Midnight Saturday 50%
 - (b) Midnight Saturday to Midnight Sunday 75%
- 5.2.2 All time worked by an Employee in excess of ordinary hours in any one shift will be paid at the appropriate overtime rate in lieu of the above additional percentages for weekend work.
- 5.2.3 A casual Employee will receive the casual loading in clause 3.4.2 in addition to the penalty rates in clause 5.2.1 for working on weekends.

5.3 Afternoon and Night Shift

- 5.3.1 Employees who work an afternoon shift or night shift, as defined, will be paid an additional penalty rate for each such shift as follows in addition to their Base Rate of Pay:
- (a) Afternoon Shift – 12.5% of the Base Rate of Pay; and
 - (b) Night Shift – 15% of the Base Rate of Pay:

26 February 2024

- 5.3.2 Afternoon shift means a shift, other than a night shift, the ordinary hours of which commences at or after 12 midday.
- 5.3.3 Night shift means any shift commencing at or after 6pm or before 7.30am, the majority of which is worked between 6pm and 7.30am.
- 5.3.4 A casual Employee will receive the casual loading in clause 3.4.2 in addition to the penalty rates in clause 5.3.1 for working an Afternoon Shift or Night Shift.
- 5.3.5 The shift penalties in this clause do not apply to work performed on Saturday, Sunday and public holidays where extra payments apply for such work.

5.4 Accrued Days Off

- 5.4.1 Full-time Employees may be eligible and approved to work ordinary hours in accordance with the conditions below in order to accrue Accrued Days Off (ADOs):
- (a) The Employee may opt to work their ordinary hours in a manner whereby payment for a proportion of time worked is withheld and instead such time accrues towards an ADO during the roster cycle.
 - (b) The Employee will accrue time towards an ADO on the basis of two hours for each 40 hours worked.
 - (c) The Employer agrees to allow ADOs to be taken on the understanding that no additional Employees are required to cover their absence as a result of an ADO being taken.
 - (d) If an Employee is unable to take the ADO within the roster cycle, the Employee may bank the ADO and take it as soon as practicable, subject to agreement with the Employee's supervisor.
 - (e) The manager may allocate ADOs to Employees on different days each roster cycle. ADOs will be arranged so that they do not fall on a Public Holiday or an annual leave day for an Employee. Where an Employee is not required to work on a Public Holiday that would otherwise be an ordinary working day for the Employee, it will be regarded as a day worked for ADO accrual purposes.
 - (f) Accrued but unused ADOs will be paid out at the Base Rate of Pay on termination.
 - (g) The provisions of this clause are only available to Pharmacists with the express agreement of the Employer.
- 5.4.2 An Employee must confirm their election to accrue ADOs in writing to their manager (timing to be negotiated between the Employer and Employee) and is limited to changing this flexible working option once per year, unless otherwise agreed by both parties.
- 5.4.3 Changes to ADO arrangements pursuant to this clause:
- (a) may be discussed between the Employee and the Employer at any time;
 - (b) 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
 - (c) 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.

5.5 Overtime

- 5.5.1 Subject to clause 5.5.2 and Schedule D – Voluntary 12 Hour Shifts, all hours worked by a full-time Employee in excess of:
- (a) the Employee's rostered ordinary hours; or
 - (b) 10 ordinary hours per shift; or

26 February 2024

- (c) 76 ordinary hours in a fortnight (or 80 ordinary hours if clause 5.4 applies and the Employee is accruing ADOs)

will be considered overtime and paid for at the rates shown in clause 5.5.4.

- 5.5.2 A part time Employee is entitled to overtime for all hours worked in excess of a rostered ordinary hour shift of 8 hours or more (or after 8 hours if the rostered ordinary hour shift is less than 8 hours) or in excess of 76 ordinary hours per fortnight.
- 5.5.3 A casual Employee is entitled to overtime for all hours worked in excess of 10 hours per shift (or 12 hours if they have agreed to work 12 hour shifts pursuant to Schedule D – Voluntary 12 Hour Shifts) or 76 hours per fortnight.
- 5.5.4 The following overtime rates apply:
- (a) Monday to Saturday - 150% of the Base Rate of Pay for the first 3 hours and 200% of the base rate of pay after 3 hours;
 - (b) Sunday - 200% of the Base Rate of Pay for all work performed;
 - (c) Public holiday – 250% of the Base Rate of Pay for all work performed; and
 - (d) A casual Employee will receive the casual loading in clause 3.4.2 in addition to the overtime rates above.
- 5.5.5 An Employee and the Employer may agree in writing to the Employee taking time off in lieu of payment for overtime, at the rate of one hour off for each overtime hour worked, subject to the following:
- (a) Time off in lieu will not apply in the case of overtime worked on Sundays or public holidays or during meal breaks; and
 - (b) Time off in lieu must be taken within 3 months of the overtime being performed. If the Employer is unable to allow the Employee the relevant time off, then the Employee will be paid for the overtime worked at the appropriate overtime rate.
- 5.5.6 Break after overtime
- (a) Subject to clause 5.5.6 (b), an Employee, who works so much overtime that they will not have at least 10 consecutive hours off duty between the cessation of work on the one day and the commencement of work on the next day, will not resume work until they have had 10 consecutive hours off duty, without any loss of pay for the ordinary hours they would have worked during such absence.
 - (b) If, on the instructions of the Employer, an Employee resumes or continues work without having had 10 consecutive hours off duty, the Employee will be paid at 200% of the Base Rate of Pay until they are released from duty for such period. The Employee will then be entitled to be absent until they have had 10 consecutive hours off duty, without any loss of pay for ordinary hours occurring during such absence.
- 5.6 Overtime Meal**
- 5.6.1 An Employee who is required to continue to work overtime after working ordinary hours (as described below) will be supplied with a reasonable meal at the Employer's expense, or instead be paid the meal allowance in clause 5.6.3:
- (a) after more than 2 hours; or
 - (b) after more than one hour if overtime continues beyond 6.00 p.m.
- 5.6.2 If an Employee continues to work overtime the Employee will be allowed an additional meal or meal allowance as set out in clause 5.6.3 below for each completed 4 hours' work after the first hour.
- 5.6.3 Meal allowances during the operation of the Agreement are as follows:

26 February 2024

	Amount		
	<i>First pay period commencing on or after the following dates</i>		
	1/10/2023	1/10/2024	1/10/2025
	\$ per meal	\$ per meal	\$ per meal
Meal Allowance	\$14.81	\$15.25	\$15.71

5.6.4 Employees who work overtime after the completion of a rostered shift will wherever possible be given priority for taking rest pauses and meal breaks ahead of Employees not working overtime.

5.7 Meal Time and Rest Pauses

5.7.1 Subject to clause 5.7.2, an Employee who works 6 hours or more per shift is entitled to an unpaid meal break of not less than 30 minutes to be taken between the 4th and 6th hour of duty.

5.7.2 An Employee who works not more than 6 hours in a shift may elect to forgo the meal break, with the consent of the Employer.

5.7.3 Where an Employee is directed by the Employer to work through their meal break, all work performed during the meal break will be paid for at the rate of 200% of the Employee's Base Rate of Pay which will continue to be paid until the meal break is taken or the shift ends. When the meal break is taken it will be paid at the Base Rate of Pay.

5.7.4 An Employee is entitled to a paid rest pause of 10 minutes duration within the first and second half of the Employee's shift, provided that a minimum of 7.6 hours is rostered and worked. Such rest pauses will be taken at such times as will not interfere with the continuity of work where continuity is necessary.

5.7.5 Provided that the Employee and the Employer may agree to combine the two rest pauses to provide one 20-minute rest pause in each ordinary shift.

6. PART 6 - LEAVE AND PUBLIC HOLIDAYS

6.1 Annual Leave

6.1.1 Employees (other than a casual Employee) will accrue 4 weeks of annual leave per year of continuous service, being 152 hours for a full time Employee and a pro-rata amount for part-time Employees based on ordinary hours worked.

6.1.2 In addition (and for the purposes of the NES), an Employee who is a "shiftworker" as defined below will accrue an additional week of annual leave:

- (a) A "shiftworker" is an Employee who is regularly rostered to work Sundays and public holidays; and
- (b) A "shiftworker" 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 Annual leave will be exclusive of any public holiday which may occur during a period of annual leave.

6.1.4 Accrued but unused annual leave will be paid to an Employee on termination of employment.

6.1.5 Calculation of annual leave pay

- (a) In addition to their Base Rate of Pay for the ordinary hours during the annual leave period, an Employee will be paid the higher of:
 - (i) Annual leave loading of 17.5% of the Employee's Base Rate of Pay; or
 - (ii) Annual leave loading equivalent to the weekend and shift penalties the Employee would have received had they not been on leave during the annual leave period.
- (b) Annual loading does not apply to the extra week of annual leave in clause 6.1.2 above.

6.1.6 Cash out of annual leave

An Employee may request in writing to cash out their annual leave and associated leave loading instead of taking this leave provided that a minimum balance of 4 weeks annual leave remains.

6.1.7 Taking of annual leave

- (a) Annual leave may be taken by an Employee at a time or times agreed between the Employee and the Employer.
- (b) Where agreement cannot be reached between the Employer and the Employee, after consultation with the Employee, the Employer may direct the Employee to take annual leave, provided that:
 - (i) The Employee's remaining annual leave balance is no less than 4 weeks; and
 - (ii) The Employer provides at least 4 weeks' notice in writing.

6.2 Extra Leave – on call

6.2.1 An Employee who participates in an on-call roster may be entitled to extra leave over and above their annual leave and additional annual leave entitlement set out in clause 6.1 above. Extra leave is not annual leave.

6.2.2 A full time or part-time Employee who is rostered to perform on-call work and who, as part of that arrangement, is called in to work on 20 or more occasions in an anniversary year will accrue 38 hours of extra leave at the end of the year.

6.2.3 A full-time or part time Employee who is rostered to be on-call for 75 or more on-call periods in an anniversary year but who has not been called in to work on 20 or more occasions and who does not meet the definition of a shiftworker in clause 6.1.2 will accrue 38 hours of extra leave at the end of the year.

6.2.4 For the purpose of this clause, a period of on-call is defined in clause 4.7.1.

26 February 2024

- 6.2.5 An entitlement to extra leave under this clause will be calculated at the end of the 12-month period only, however, if an Employee leaves prior to the completion of their anniversary year and they have already met the criteria in clause 6.2.2 or clause 6.2.3, they will be paid for the extra 38 hours of annual leave on termination.
- 6.2.6 There is no pro-rata entitlement to extra leave under this clause.
- 6.2.7 Extra leave is paid at the Base Rate of Pay.

6.3 Personal/Carer's Leave

6.3.1 Entitlement

- (a) A full-time Employee is entitled to 10 days (76 hours) of personal/carers leave for each completed year of service. Part-time Employees accrue personal/carers leave on a pro-rata basis.
- (b) Personal / carer's leave accrues progressively throughout a year of continuous service and accumulates from year to year.
- (c) Payment for personal/carers leave will be made based on the number of ordinary hours that the Employee would have worked had they not been absent on personal/carers leave.
- (d) Personal/carers leave may be taken for a day or part of a day.

6.3.2 Taking paid personal/carers leave

An Employee may take paid personal/carers 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 (as defined in clause 6.5.3 (Compassionate Leave)), or a member of the Employee's household, 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.

6.3.3 Employee must notify the Employer

The payment of personal/carers leave is subject to the Employee advising the Employer of the Employee's absence and its expected duration as soon as reasonably practicable.

6.3.4 Evidence required

- (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, confirming that the Employee is unfit for work, the approximate duration of the absence and such other details that would reasonably satisfy the Employer that the Employee is suffering from a personal illness or injury.
- (b) When the Employee's absence is due to the need to provide care or support to another person as detailed in clause 6.3.2 (b), 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 6.3.2 (b).

6.3.5 Accrued personal/carers leave

An Employee's accrued personal/carers 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 three months;
- (c) The Employee's employment is terminated because they are unable to fulfil the inherent requirements of their role due to illness or injury and the Employee is re-employed by the Employer without having been employed by another employer in the interim for up to two years.

6.3.6 Unpaid carer's leave

A casual Employee and a full-time or part time Employee who has exhausted their paid personal/carer's leave balance is entitled to 2 days of unpaid carer's leave per occasion described in clause 6.3.2 (b).

6.4 Paid Parental Leave

6.4.1 Parental leave and related entitlements are provided for in the NES. This clause contains additional provisions.

6.4.2 Employer Paid parental leave

- (a) Paid 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; or
 - (iii) Taking primary care of a child immediately following birth/adoption of the child; or
- (b) For the purpose of this clause:
 - (i) An Employee includes both full time and part time Employees but does 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) Paid parental leave is a payment equivalent to 10 weeks of the Employee's ordinary pay, paid from the commencement of the parental leave period.
 - (iv) The payment in clause 6.4.2 can be made at half pay over double the duration if the Employee submits such a request in writing. This system of payment will not extend the total period of parental leave.
 - (v) In the case of an Employee who had reduced the number of hours worked due to their pregnancy based on medical opinion, the payment will be based on the Employee's hours of work immediately prior to this reduction occurring.
 - (vi) The payment to a part-time Employee will be based on their average ordinary hours in the 12 months before commencing parental leave.
 - (vii) If the Employee taking parental leave immediately following the birth of the child is not the birth parent, the Employee may be required to provide satisfactory evidence confirming that they are the primary care giver of the child.

6.4.3 Australian Government Paid Parental Leave scheme

In addition to the Employer paid parental leave provisions contained in clause 6.4.2, the Federal Government provides for paid parental leave for eligible Employees. For full details visit:

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

6.5 Compassionate Leave (includes Bereavement Leave)

6.5.1 Full-time and part-time Employees

- (a) 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 life-threatening illness; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies.
- (b) Permissible occasions also include situations where:
 - (i) the Employee or the Employee's partner has a miscarriage; or

26 February 2024

- (ii) a child who would have been part of the Employee's immediate family or household is stillborn.
- (c) Compassionate leave for full-time and part-time Employees will be paid at the Employee's Base Rate of Pay for the ordinary hours they would have worked during the 2-day period.
- (d) Where a member of a full time or part time Employee's immediate family dies outside of Australia and the Employee travels to attend the funeral, 3 days of compassionate leave will be paid.

6.5.2 Immediate family

Immediate family includes:

- (a) 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
- (b) 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.

6.5.3 Casual Employees

A casual Employee is entitled to 2 days of unpaid compassionate leave for each permissible occasion outlined in clause 6.5.1.

6.5.4 Evidence

The Employee may be asked to provide evidence of an immediate family or household member's life-threatening illness or injury, or death.

6.6 Long Service Leave

6.6.1 All Employees are entitled to long service leave in accordance with the provisions of the *Industrial Relations Act 2016 (Qld)*. The enhanced long service leave entitlements apply from the pay period on or after the commencement date of the Agreement.

6.6.2 All Employees will accrue long service leave at the rate of 1.3 weeks per year of continuous service and, on completion of 10 years of continuous service with the Employer after the commencement of this Agreement, will be entitled to 13 weeks paid long service leave.

6.6.3 An Employee who was covered by one of the previous enterprise agreements listed in clause 1.6 will retain their previous accrual rate and long service leave entitlement prior to the commencement of the Agreement as follows:

- (a) For any continuous service prior to 2 January 1996, accrual rate of 0.8667 weeks for each year of continuous service and a proportionate amount for an incomplete year of service; and
- (b) For all continuous service after 2 January 1996, accrual rate of 1.3 weeks for each year of continuous service and a proportionate amount for an incomplete year of service.

6.6.4 An Employee who was not covered by one the previous enterprise agreements listed in clause 1.6 but who was receiving a higher long service leave accrual rate will retain their long service balance calculated on that higher rate.

6.6.5 An Employee not mentioned in clause 6.6.3 or clause 6.6.4 will retain their long service balance calculated at the rate of 0.86667 weeks per year of continuous service in accordance with the *Industrial Relations Act 2016 (Qld)* and will accrue at the higher rate from commencement of the Agreement.

For example, a Pharmacist with 10 years of continuous service at the commencement date of this Agreement will have an entitlement to 8.67 weeks of LSL. Following 2 subsequent continuous years of service under this Agreement, the Employee will have a further entitlement of 2.6 weeks of LSL which reflects the higher accrual rate, making a total of 11.2 weeks.

6.6.6 Part-Time and Casual Employees – Long Service Leave

- (a) A part time Employee is entitled to long service leave on a pro-rata basis based on their ordinary hours worked over the relevant period.

26 February 2024

- (b) A casual Employee is entitled to long service leave on a pro-rata basis based on their ordinary hours worked over the relevant period, provided there is no break of more than 3 months between casual engagements.
- (c) A part-time or casual Employee is entitled to be paid, and have deducted from their long service balance, the number of ordinary hours they would have worked during the period of long service leave. This principle also applies in the case of full time Employees who have been employed part-time or casual during the relevant period.

6.6.7 Access to and taking long service leave

- (a) An Employee may access their long service leave after 7 years of continuous service.
- (b) The following provisions will apply in respect of long service leave:
 - (i) An application for leave will be made in writing, in a form determined by the Employer.
 - (ii) An Employee will provide the Employer with at least 1 month's notice of an application to take long service leave and the Employer will advise soon after that time 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 commencement of the leave.
- (c) The minimum period of long service leave that may be taken at any one time is one week.
- (d) Subject to the agreement of the Employee and the Employer, long service leave may be taken for double the duration at half pay.

6.6.8 Payment on termination

- (a) An Employee who has completed at least 7 years of continuous service with the Employer will be paid out their untaken long service leave entitlement on termination of employment. An Employee with less than 7 years continuous service will be paid their pro-rata long service leave entitlement on termination in the following circumstances:
 - (i) Upon retrenchment - 1 year
 - (ii) Upon ill health retirement - 5 years
 - (iii) Upon retirement within 10 years of attaining age 65 - 5 years
 - (iv) Upon death - 5 years
- (b) Where an Employee dies, the amount of long service leave which would have been payable to that Employee on the date of their death will be paid to the Employee's dependants (if any) or, if there be no dependant, to the Employee's personal representative.
- (c) The calculation of the payment in lieu of long service leave is based on the Employee's Base Rate of Pay at the time of termination.

6.6.9 Cash out of long service leave by request

Employees with 7 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 and the Employer may approve such a request. The written application will contain the reasons for the request and must be for a minimum of one week's leave.

6.7 **Public Holidays**

6.7.1 The following are public holidays in Queensland as currently prescribed by the Act and/or the Holidays Act 1983 (Qld):

- (a) 1 January (New Year's Day);
- (b) 26 January (Australia Day);
- (c) Good Friday;
- (d) The day after Good Friday (Easter Saturday);

26 February 2024

- (e) Easter Sunday;
- (f) Easter Monday;
- (g) 25 April (Anzac Day);
- (h) Labour Day;
- (i) Birthday of the Sovereign;
- (j) Show Day;
- (k) 24 December (Christmas Eve) from 6.00pm to midnight;
- (l) 25 December (Christmas Day);
- (m) 26 December (Boxing Day); and
- (n) any other day, or part-day, declared, substituted or prescribed by or under a law of Queensland to be observed generally within the State or a region, as a public holiday.

6.7.2 Payment

- (a) All work performed (including ordinary hours, overtime and recall) by an Employee on a public holiday is paid for at 250% of the Employee's Base Rate of Pay with a minimum payment of 4 hours.
- (b) A casual Employee who works on a public holiday will also receive the casual loading in clause 3.4.2.
- (c) A full time or part time Employee who is not required to work on a public holiday mentioned in clause 6.7.1 is entitled to be paid their ordinary hours for that day if the public holiday falls on a day regularly worked by the Employee.
- (d) A full-time Employee whose rostered day off falls on a public holiday will be paid an additional day's pay or provided with a paid public holiday off in lieu at a time to be mutually arranged between the Employer and the Employee concerned.

6.7.3 Substitution of Days by agreement

Where there is agreement between an Employee and the Employer, another working day or days may be substituted for one or more of the public holidays specified in this clause. In such case, the substituted day will attract the public holiday penalties and conditions as set out in this clause.

6.8 Ceremonial Leave

- 6.8.1 An Employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for ceremonial purposes is entitled to up to 10 days of unpaid leave in any one year, with the approval of the Employer.
- 6.8.2 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.
- 6.8.3 Employees may access annual leave entitlements for this purpose.
- 6.8.4 Applications for ceremonial leave will not be unreasonably withheld by the Employer.

6.9 Community Service Leave

- 6.9.1 Community service leave is provided for in the 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.
- 6.9.2 Jury Service is a form of Community Service Leave.
 - (a) An Employee, other than a casual Employee, required to attend for jury service during their ordinary working hours will be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service

26 February 2024

and the ordinary pay the Employee would have been paid if the Employee was not absent on jury service.

- (b) 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.
- (c) Employees will notify their Employer as soon as practicable of the date upon which they are required to attend for jury service and will provide the Employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.
- (d) 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.
- (e) "Ordinary pay" means the Base Rate of Pay for the hours that the Employee would normally have expected to work in the period.

6.10 Leave to deal with family and domestic violence

The NES provides that an Employee who is experiencing domestic and family violence can access up to 10 days of paid Family and Domestic Violence Leave each year to take time off work to deal with the impact of family and domestic violence which cannot be attended to outside of their work hours.

6.11 Professional Development and Study Leave

- 6.11.1 All Employees have a responsibility for their ongoing professional development and for maintaining their knowledge base through life-long learning.
- 6.11.2 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.
- 6.11.3 Experienced Health Professionals 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.
- 6.11.4 Full-time Employees are entitled to access 38 hours of paid professional development or study leave each financial year to attend conferences, seminars, training, workshops or other professional development activities, provided that these activities result in the development of skills or knowledge relevant to the work performed by the Employee in their role or position with the Employer or are necessary to meet the requirements of relevant professional accreditation bodies, and provided that this professional development cannot be internally sourced within the Employer. For part-time Employees and/or for Employees with less than one year's service at the commencement of the financial year, the paid leave will be calculated on a pro-rata basis based on hours worked in the previous financial year.
- 6.11.5 Professional development leave entitlements may accumulate over 2 years. Where an Employee has not used all or part of the previous financial year's leave entitlement, this may be added to the current year's entitlement. Any leave entitlement that is not used within 2 years is forfeited.
- 6.11.6 An Employee must apply in writing to access their paid professional development leave or study leave at least 4 weeks prior to the requested date of the leave and must provide all relevant details of the proposed activities and the relevance to their role for the Department Manager to make an informed decision regarding the approval of the request.
- 6.11.7 The Department Manager will respond in writing with 14 days of the leave application and will approve an application that meets the criteria set out in clause 6.11.4 unless there are reasonable and justifiable grounds for not doing so, such as the Employee's failure to complete mandatory training or the genuine operational requirements of the Employer cannot be met if the Employee is absent. An Employee may escalate any professional development leave refusal by the Department Manager to the Executive Manager for reconsideration.

26 February 2024

- 6.11.8 Where an Employee attends an approved professional development activity on a rostered day off or outside of their usual work hours, the Employee may access their allotment of paid professional development leave. The leave will be taken as paid time off at time for time on another day during the next roster period or at such other time as mutually agreed. *For example, if an Employee is approved to attend an 8-hour activity on a Saturday (which is a day that they would not have otherwise worked), they will receive 8 hours of paid time off at a later date.*
- 6.11.9 Any time taken as paid professional development or study leave will not count as time worked when calculating overtime and is paid at the Base Rate of Pay only.

26 February 2024

SCHEDULE A – ALLIED HEALTH PROFESSIONALS

Base Rates of Pay

Base Rates of Pay									
<i>(NOTE: wage increases take effect from the first pay period commencing on or after the dates below)</i>									
1-Oct-23		On Commencement			1-Oct-24			1-Oct-25	
	3.00%					3.00%			3.00%
PO2		Grade 1			Grade 1				
PO2.1	\$39.56	Grade 1.1	\$39.56		Grade 1.1	\$40.75			\$41.97
PO2.2	\$42.57	Grade 1.2	\$42.57		Grade 1.2	\$43.85			\$45.16
PO2.3	\$46.20	Grade 1.3	\$46.20		Grade 1.3	\$47.59			\$49.01
PO2.4	\$48.40	Grade 1.4	\$48.40		Grade 1.4	\$49.85			\$51.35
PO2.5	\$50.62	Grade 1.5	\$50.62		Grade 1.5	\$52.14			\$53.70
PO3		Grade 2	(Employees @ PO3 on commencement)	(New Grade 2 after commencement)	Grade 2	(Employees @ PO3 on commencement)	(New Grade 2 after commencement)	(Employees @ PO3 on commencement)	(New Grade 2 after commencement)
PO3.1	\$53.16	Grade 2.1	\$53.16	\$53.16	Grade 2.1	\$54.75	\$54.75	\$56.40	\$56.40
PO3.2	\$54.79	Grade 2.2	\$54.79	\$54.67	Grade 2.2	\$56.43	\$56.31	\$58.13	\$58.00
PO3.3	\$58.05	Grade 2.3	\$58.05	\$56.18	Grade 2.3	\$59.79	\$57.87	\$61.59	\$59.60
		Grade 2.4	\$58.61	\$57.69	Grade 2.4	\$60.37	\$59.42	\$62.18	\$61.20
					Grade 2.5	\$60.98	\$60.98	\$62.81	\$62.81
		Grade 3	(New Grade 3 after commencement)		Grade 3	(New Grade 3 after commencement)		(New Grade 3 after commencement)	
		Grade 3.1	\$60.51		Grade 3.1	\$62.33		\$64.20	
		Grade 3.2	\$62.00		Grade 3.2	\$63.86		\$65.78	
		Grade 3.3	\$63.50		Grade 3.3	\$65.41		\$67.37	

26 February 2024

Base Rates of Pay						
<i>(NOTE: wage increases take effect from the first pay period commencing on or after the dates below)</i>						
1-Oct-23		On Commencement		1-Oct-24		1-Oct-25
	3.00%				3.00%	3.00%
PO4		Grade 3 (Transitional)	(@ PO4 on commencement)	Grade 3 (Transitional)	(@ PO4 on commencement)	(@ PO4 on commencement)
PO4.1	\$62.97	Grade 3.1T	\$62.97	Grade 3.1T	\$64.86	\$66.80
PO4.2	\$64.97	Grade 3.2T	\$64.97	Grade 3.2T	\$66.92	\$68.93
PO4.3	\$66.57	Grade 3.3T	\$66.57	Grade 3.3T	\$68.57	\$70.62
		Grade 4		Grade 4		
		Grade 4.1	\$64.00	Grade 4.1	\$65.92	\$67.90
		Grade 4.2	\$66.00	Grade 4.2	\$67.98	\$70.02
		Grade 4.3	\$67.64	Grade 4.3	\$69.67	\$71.76

The rates of pay applying from 1/10/2023 only apply to Employees who are employed by the Employer at the commencement date of the Agreement.

In the table above:

- *Employees @ PO3 on commencement* means any Employee engaged as a PO3 under the former structure immediately prior to the commencement date of the Agreement.
- *New Grade 2 after commencement* means any Employee who is appointed to or progresses to a Grade 2 position any time after the commencement of the Agreement. Pay points in Grade 2 for *New Grade 2 after commencement* are more evenly distributed.
- *Grade 3 (Transitional)* is used for Employees who were classified as PO4 prior to commencement, in a position that does not meet the requirements of Grade 4 Allied Health Professional.

On commencement of the new Agreement, Employees will transition from the former structure into the new Structure and pay point as follows:

- An Employee classified at the PO2 level will transfer to a Grade 1 on the corresponding pay point
- An Employee classified at the PO3.1 or PO3.2 level will transfer to a Grade 2 on the corresponding pay point
- An Employee classified at the PO3.3 level without at least 12 months service and 1800 hours experience at that level will transfer to the Grade 2.3 pay point
- An Employee classified at the PO3.3 level who has at least 12 months service and 1800 hours experience at PO3.3 will progress to the new Grade 2.4 pay point on the first pay period on or after the commencement date of the Agreement.
- An Employee who was classified at the PO3.3 level who has at least 24 months service and 3600 hours experience (counting previous service in the former PO3.3 and subsequent service in the new Grade 2.4) will progress to a further new Grade 2.5 pay point on the first pay period on or after 1 October 2024.

26 February 2024

- An Employee who was classified and paid at the PO3.3 level under the former structure without sufficient service and experience to progress to the Grade 2.4 or Grade 2.5 pay points on the dates mentioned above will also transfer to the next pay points when they have reached 12 months/1800 hours or 24 months/3600 hours of combined PO3.3 and Grade 2 experience.
- An Employee who was classified at the PO4 level under the former structure who does not meet the criteria of a new Grade 4 position or was not otherwise appointed as an Allied Health Manager will transfer to Grade 3 (Transitional) at the corresponding pay point
- An Employee who was classified at the PO4 level as an Allied Health Manager will transfer to Grade 4 on the corresponding pay point.

26 February 2024

Classification Structure

Classification	Description
Grade 1 Allied Health Professional	<ul style="list-style-type: none"> (a) A Grade 1 Allied Health Professional works under the general direction and support of more experienced Health Professionals, which may include but are not limited to Grade 2, 3 or 4 Allied Health Professionals, who may not always be working at the health facility. (b) Work is initially performed with professional support by a more experienced professionals, however, this support is expected to reduce as post-graduation experience increases. (c) An experienced Grade 1 Allied Health Professional can contribute to outcomes requiring multi-disciplinary team input and assist with complex problem solving either independently or under the guidance of more experienced Allied Health Professionals if required. This may require the exercise of professional judgment through the selection and application of procedures, methods and standards, and may be supported by guidance from experienced professionals. (d) Employees at this level may operate individually or as a member of a multi-disciplinary team within a work area. (e) Positions at this level generally have no supervisory responsibilities other than with assistant allied health employees. (f) Grade 1 Allied Health Professionals may be required to perform clinical education duties in relation to students of their discipline, with the assistance of more experienced Professionals when required. Such duties include responsibility for feedback and assessment of students in line with university requirements. (g) Duties and skills: <ul style="list-style-type: none"> (i) Positions at this level may involve an Employee performing 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. (ii) Employees at this level perform non-repetitive tasks governed by established procedures, specific guidelines and standardised instructions. (iii) Employees will work in an ongoing way to maintain their own professional expertise and to improve their skills.

Classification	Description
Grade 2 Allied Health Professional	<ul style="list-style-type: none"> (a) A Grade 2 Allied Health Professional would usually have at least 5 years of full-time professional experience. (b) In addition to responsibilities of a Grade 1 Allied Health Professional, a Grade 2 Allied Health Professional will independently undertake both routine and more complex clinical practice with limited professional supervision. (c) Characteristics of the work:

26 February 2024

Classification	Description
	<ul style="list-style-type: none"> (i) This level usually requires professional expertise in one or more areas of the profession. Detailed knowledge of standard professional tasks is required with the ability to exercise initiative within the application of established work practices and procedures. (ii) 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 Grade 3 or Grade 4 Allied Health Professionals or other Manager. However, the technical content of the work is not normally subject to direct supervision. An Employee at this level is expected to seek guidance in reviewing work programs or on unusual features of an assignment. (iii) Employees are expected to exercise initiative in the application of professional practices either independently or as a member or specialist within a multi-disciplinary team and may deputise for a Grade 3 Allied Health Professional. (iv) At this level, professional support and/or some supervisory responsibility of lower-level Employees may be required. Employees at this level may have supervisory responsibilities for assistant allied health employees, together with responsibilities for the training and development of less senior Allied Health Professionals within their area of expertise. (v) Supervisory responsibilities may include on-the-job training, staff assessment feedback in relation to lesser experienced Allied Health Professionals for a specific task that the Employee has requested support to perform, as well as provision of professional support in a specialty area to others in the discipline. (vi) Grade 2 Allied Health Professionals will be required to perform clinical education duties in relation to students of their discipline, with the assistance of more experienced Professionals when required (including any Grade 3 or Grade 4 Allied Health Professionals). Such duties include responsibility for feedback and assessment of students in line with university requirements. <p>(d) Duties and skills:</p> <ul style="list-style-type: none"> (i) Work at this level requires the undertaking of more complex activities and the selection and application of new and existing techniques and methodologies based on an Employee's professional judgment. (ii) Employees may carry out research under professional supervision and may be expected to contribute to the advances of the techniques used. (iii) Duties also include the responsibility for varied professional assignments which require knowledge of either a broad or specialist field. Problems would be addressed using combination of standard procedures and/or modifications to standard procedures. (iv) Note: Employees will be required to progressively obtain greater specialised knowledge through post-graduate developmental experience through attendance at specialist seminars and to achieve a higher level of outcomes under reducing professional direction.

26 February 2024

Classification	Description
Grade 3 Allied Health Professional (By appointment)	<p>(a) Grade 3 positions are created at Ramsay discretion with CEO approval, and are by appointment only.</p> <p>(b) A Grade 3 Allied Health Professional will:</p> <ul style="list-style-type: none"> (i) usually have at least seven years of full-time relevant professional experience; (ii) possess specific or extensive knowledge in, and be required by the Employer on an ongoing basis to undertake work in, an area of their profession, requiring high levels of specialist educational, clinical, research and/or managerial) knowledge or performance; and (iii) be expected to maintain a case/ patient load in addition to any other duties. <p>(c) A Grade 3 Allied Health Professional would, in addition to responsibilities assumed by Grade 2 Allied Health Professionals, independently undertake work requiring specialist knowledge or in-depth experience and skills and be engaged with more responsible assignments for the wider Ramsay Group.</p> <p>(d) Grade 3 Allied Health Professional positions may exist on an individual facility basis, or on a network or regional basis. The requirement for Grade 3 positions will be dependent upon:</p> <ul style="list-style-type: none"> (i) the size and needs of the facility / network / region - smaller facilities may have a limited need for these roles whilst larger facilities (define) may require multiple Grade 3 Allied Health Professional positions; (ii) a genuine operational/ business need/ demonstrable benefit to Ramsay; (iii) case-mix analysis and clinical costing. <p>(e) Grade 3 Allied Health Professional Streams - Grade 3 Allied Health Professional positions will involve responsibilities related to one or more of the following streams:</p> <ul style="list-style-type: none"> (i) Team Leader; (ii) Clinical Educator; (iii) Senior Clinician. <p>(f) Team Leader</p> <ul style="list-style-type: none"> (i) Team Leaders demonstrate a higher level of knowledge and clinical skills than positions at Grade 2 as recognised by clinical experience, professional development activities, post graduate education or formal qualifications. (ii) The duties/responsibilities of a Team Leader would include: <ul style="list-style-type: none"> • senior level administrative functions; • mentoring and/or managerial supervision of Grade 1 and 2 Allied Health Professionals;

26 February 2024

Classification	Description
	<ul style="list-style-type: none"> • being a leader of a team (discipline specific or multi-disciplinary) consisting of (as a guide) at least 6 (FTE) Allied Health Professionals and/or other employees totalling at least 15; • budget management; • coordination of workflow; • performance management of team members <p>(iii) The Team Leader will exercise independent decision making and judgement within the scope of their responsibility.</p> <p>(g) Senior Clinician</p> <p>(i) Senior Clinicians are Allied Health Professionals who possess extensive specialist knowledge or a high level of broad generalist knowledge within their discipline. Positions at this level are required to perform a consultancy service on a range of clinical areas and circumstances of a complex nature requiring advanced practice skills within a specified discipline across a range of clinical areas . Managing direct patient care may also be a characteristic of this position. Senior Clinicians are able to apply professional knowledge and judgement when performing novel, complex or critical tasks specific to their discipline.</p> <p>(ii) Senior Clinicians contribute to the development and achievement of Ramsay's strategic direction and performance. Senior Clinicians provide advice of a complex nature to client groups and service managers on the clinical service delivery, development and practice.</p> <p>(iii) A Senior Clinician will have key performance indicators incorporating:</p> <ul style="list-style-type: none"> • team performance; • patient length of stay; • allocation of staff; • implementation of evidence based practice; and • clinical documentation and data analysis. <p>(h) Clinical Educator</p> <p>(i) A Clinical Educator will have recognised superior expertise within their profession. The Clinical Educator will have the ability to determine the professional development needs of individuals in many disciplines as well as the ability to objectively assess competence deficiencies in Allied Health Professionals, and to design and deliver formal programs that target these needs and result in positive outcomes.</p> <p>(ii) A Clinical Educator is recognised as the educational authority within a facility, network or region.</p>

26 February 2024

Classification	Description
	<p>(iii) A Clinical Educator will have relevant post graduate qualifications and training qualifications, e.g. Cert IV in Training and Assessment.</p> <p>(iv) A Clinical Educator's area of expertise would include:</p> <ul style="list-style-type: none"> • providing education to staff from their own or other professions; • mentoring of Grade 1 and 2 Allied Health Professionals who are performing clinical education duties for students; • teaching under-graduate students, post-graduate students and/or interns, primarily in a clinical setting; • coordination of student placements; and • lecturing in their clinical specialty.

Classification	Description
<p>Grade 4 Allied Health Professional (By appointment)</p>	<p>(a) Grade 4 positions are created at Ramsay discretion with CEO approval, and are by appointment only.</p> <p>(b) A Grade 4 Allied Health Professional will:</p> <p>(i) usually have at least ten years of full-time relevant professional experience</p> <p>(ii) possess specific or extensive knowledge in and be required by the Employer on an ongoing basis to undertake work in an area of their profession, requiring the highest levels of specialist educational, clinical, research and/or managerial knowledge and skills.</p> <p>(iii) In some cases may not be expected to maintain a case / patient load.</p> <p>(c) Grade 4 Allied Health Professional positions may exist on an individual facility basis, or on a network or regional basis. The requirement for Grade 4 positions will be dependent upon:</p> <p>(i) the size and needs of the facility / network / region – smaller facilities will not have a need for these roles whilst larger facilities (define) may require one or more Grade 4 Allied Health Professional positions;</p> <p>(ii) a genuine operational/ business need/ demonstrable benefit to Ramsay Health Care;</p> <p>(iii) case-mix analysis and clinical costing;</p> <p>(d) Characteristics of Grade 4:</p> <p>(i) Work at this level usually requires the exercise of professional independence combined with competence derived from extensive experience and/or additional study.</p>

26 February 2024

Classification	Description
	<ul style="list-style-type: none"> (ii) High levels of initiative are required to be exhibited in accomplishing objectives and undertaking complex projects, which may be performed on an individual basis as a recognised specialist, as a professional practitioner with responsibilities for complex duties or as a senior specialist or leader in a multi-disciplinary team. The role may deputise for a professional head of a work unit. (iii) Work is performed with limited or no professional supervision. Professional guidance from superiors is only received for those aspects of work that involve new or sophisticated techniques or relate to areas outside the Employee's normal span of activity. (iv) Work at this level requires the development and provision of professional advice and consultancy services to other agencies, industry representatives and the public. The degree and quality of information provided and recommendations made will influence the decisions of others, including superiors and peers, especially in the monitoring, development and delivery of programs. (v) The general quality of advice provided is monitored by superiors (if applicable) and is subject to professional standards. (vi) An Employee is required to apply knowledge obtained through post-graduate specialist qualifications or extensive recognised expertise for appointment to this level. (vii) Professional specialists at this level would undertake work with significant scope and/or complexity and/or undertake professional duties of an innovative, novel and/or critical nature without professional direction. (viii) The management of work groups may be a function of this level. (ix) Managerial responsibility may cover both professional and assistant Allied Health Employees and will include the training of direct reports, co-ordination of workflow processes, responsibility for the quality of output of the work unit, performance assessments and reviews, employee counselling, career planning and development, the application of equal employment opportunity principles and the implementation of occupational health and safety guidelines and principles. <p>(e) Duties and skills:</p> <ul style="list-style-type: none"> (i) 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. (ii) Any standard professional task (including problem definition, planning, execution, analysis and reporting) is expected to be performed by an Employee at this level. (iii) 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. <p>(f) Grade 4 Allied Health Professional Streams - Grade 4 Allied Health Professional positions will involve responsibilities related to one or more of the following streams:</p> <ul style="list-style-type: none"> (i) Allied Health Manager; (ii) Lead Clinical Educator; (iii) Lead or Advanced Clinician.

26 February 2024

Classification	Description
	<p>(g) Allied Health Manager</p> <p>(i) Allied Health Managers manage an allied health team on a site, network or regional basis and are responsible for the leadership, guidance and line management of a multi-disciplinary clinical unit. The work involves management and supervision of Health Professionals and may extend to other technical and support staff. The Allied Health Manager may also have responsibility for their own clinical load.</p> <p>(ii) Allied Health Managers are responsible for service planning and key performance indicators including but limited to quality and accreditation, budgeting and performance management.</p> <p>(iii) Allied Health Managers demonstrate a higher level of knowledge and clinical skills than positions at Grade 3 as recognised by clinical experience, professional development activities, post graduate education or formal qualifications.</p> <p>(iv) The duties/responsibilities of an Allied Health Manager include:</p> <ul style="list-style-type: none"> • management of a program/s, such as the quality assurance program; • management/supervision of staff within a program; and • being a manager of a team (discipline specific or multi-disciplinary) consisting of (as a guide) at least 12 (FTE) Health Professionals and/or other Employees totalling at least 26; • budget and/or human resource management. <p>(v) An Allied Health Manager will exercise independent decision making and judgement within the scope of their responsibility</p> <p>(h) Lead or Advanced Clinician</p> <p>(i) The duties/responsibilities of a Lead or Advanced Clinician include:</p> <ul style="list-style-type: none"> • being at a supervisory level in one or more clinical areas of their profession; • being a specialist in a clinical area of their profession which requires extensive specialised knowledge and performance; specialised knowledge and performance; • mentoring and/or professional supervision of other Employees; • clinical leadership; and • having or completing higher academic achievements, such as a post-graduate qualification or equivalent experience; • performing an Advanced Practice role • performance improvement projects as required by Executive management

Classification	Description
	<ul style="list-style-type: none"> • operating in a large facility or network at a senior level in one or more of the specific branches of their profession which require extensive specialised knowledge and performance or over multiple diagnostic units in the same modality. <p>(ii) Lead or Advanced Clinicians are Allied Health Professionals who possess extensive specialist knowledge or a high level of broad generalist knowledge within their discipline. Positions at this level are required to perform a consultancy service on a range of clinical area and circumstances of a complex nature requiring advanced practice skills within a specified discipline across a range of clinical areas . Managing direct patient care may also be a characteristic of this position. They are able to apply professional knowledge and judgement when performing novel, complex or critical tasks specific to their discipline.</p> <p>(iii) Lead or Advanced Clinicians contribute to the development and achievement of Ramsay’s strategic direction. Lead or Advanced Clinicians provide advice of a complex nature to client groups and service managers on the clinical service delivery, development and practice is a characteristic of this position.</p> <p>(i) Lead Clinical Educator</p> <p>(i) A Lead Clinical Educator will have recognised superior expertise within the allocated specialty. The Lead Clinical Educator will have the ability to determine the professional development needs of individuals in many disciplines as well as the ability to objectively assess competence deficiencies in Allied Health Professionals, and to design and deliver formal programs that target these needs and result in positive outcomes.</p> <p>(ii) A Lead Clinical Educator is recognised as the educational authority within a facility, network or region.</p> <p>(iii) A Lead Clinical Educator will have relevant post graduate qualifications and training qualifications, eg Cert IV in Training and Assessment.</p> <p>(iv) The duties/responsibilities of a Lead Clinical Educator include:</p> <ul style="list-style-type: none"> • managing the clinical teaching program of a department, stream or a profession at the Employer; • supervision and management of other educators; • provision of specialist education programs; • directing, coordinating and providing academic supervision of undergraduate and/or post graduate students, where students are present at the Employee’s workplace; and • administering and managing relationships with universities and other education providers, where students are present at the Employee’s workplace.

26 February 2024

SCHEDULE B – BIOMEDICAL EMPLOYEES**Base Rates of Pay**

Biomedical Employees		Base Rates of Pay		
		<i>(NOTE: wage increases take effect from the first pay period commencing on or after the dates below)</i>		
Level	Pay Point	1/10/2023	1/10/2024	1/10/2025
		3.00%	3.00%	3.00%
1. Biomedical Assistant				
	Pay point 1	\$28.90	\$29.77	\$30.66
	Pay point 2	\$31.02	\$31.95	\$32.91
	Pay point 3	\$33.15	\$34.14	\$35.17
	Pay point 4	\$35.26	\$36.32	\$37.41
2. Biomedical Technician				
	Pay point 1	\$35.97	\$37.05	\$38.16
	Pay point 2	\$38.26	\$39.41	\$40.59
	Pay point 3	\$40.07	\$41.27	\$42.51
	Pay point 4	\$41.92	\$43.18	\$44.47
	Pay point 5	\$44.44	\$45.77	\$47.14
	Pay point 6	\$47.34	\$48.76	\$50.22
	Pay point 7	\$48.51	\$49.97	\$51.47
3. Biomedical Engineer				
	Pay point 1	\$39.55	\$40.74	\$41.96
	Pay point 2	\$42.57	\$43.85	\$45.17
	Pay point 3	\$46.19	\$47.58	\$49.01
	Pay point 4	\$48.40	\$49.86	\$51.35
	Pay point 5	\$50.63	\$52.15	\$53.71
	Pay point 6	\$53.16	\$54.75	\$56.39
	Pay point 7	\$54.78	\$56.42	\$58.12
	Pay point 8	\$58.06	\$59.80	\$61.59
4. Biomedical Engineering - Manager				
	Pay point 1	\$60.00	\$61.80	\$63.65
	Pay point 2	\$60.68	\$62.50	\$64.37
	Pay point 3	\$61.30	\$63.14	\$65.04
	Pay point 4	\$62.81	\$64.69	\$66.63

The rates of pay applying from 1/10/2023 only apply to Employees who are employed by the Employer at the commencement date of the Agreement.

26 February 2024

Classification Structure

Classification	Description
Level 1 Biomedical Assistant	<p>(a) Work level description</p> <p>(i) Appointees to this level will require a narrow set of knowledge and skills in this discipline. This position involves the performance of basic duties under the close supervision of Biomedical Technicians or Biomedical Engineers. Tasks may also include labouring functions. Positions may be referred to as Biomedical Students or Biomedical Assistants.</p> <p>(b) Characteristics of the work</p> <p>(i) 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.</p> <p>(ii) The routines, methods and procedures to be followed are at a level consistent with the skills acquired by an Employee. Initially direct guidance is given when problems arise.</p> <p>(iii) Skills and knowledge will be acquired and demonstrated on a progressive basis consistent with formal and informal training undertaken.</p> <p>(iv) Positions at this level have no supervisory responsibility, although more experienced Employees may be expected to assist new Employees by providing basic advice and guidance.</p> <p>(c) Duties and skills</p> <p>(i) This level recognises that duties and skills will increase in complexity as the Employee moves through the education and training phase.</p> <p>(ii) Employees at this level usually perform repetitive tasks that are fully outlined and are usually performed in response to standardised instructions or requests.</p> <p>(iii) Employees at this level may undertake a combination of routine clerical, analysis, preparatory and operative duties requiring the application of basic skills and routines.</p>
Level 2 Biomedical Technician	<p>(a) Work level description</p> <p>(i) Appointees to this level undertake technical roles, demonstrate competent technical knowledge and skill and, at a minimum, will hold an Associate Diploma in Engineering or equivalent qualification.</p> <p>(b) Characteristics of the work</p> <p>(i) Work is initially performed under the close supervision of a more experienced Biomedical Technician or Biomedical Engineer, however, this supervision is expected to reduce as the Employee's experience increases. Guidance is always close at hand and work outcomes are closely monitored.</p> <p>(c) Duties and skills</p>

26 February 2024

Classification	Description
	<p>(i) Appointees to this level can 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, occupational therapy equipment and renal dialysis units.</p>
<p>Level 3 Biomedical Engineer</p>	<p>(a) Work level description</p> <p>(i) 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 by the Employee.</p> <p>(ii) An Employee at this level will be a qualified Engineer or equivalent. Biomedical Engineers who hold a 3-year degree will commence at pay point 1. Biomedical Engineers holding a 4-year degree will commence at pay point 2.</p> <p>(b) Characteristics of the work</p> <p>(i) 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, this level requires the contribution of experience to resolve issues on a day-to-day basis for which there may be no established procedure.</p> <p>(ii) Supervision of small work groups and responsibility for the quality of the output by the group may be a feature of this level.</p> <p>(c) Duties and skills</p> <p>(i) 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 Biomedical Engineers. Management of Biomedical Technicians and Assistants may form part of this role.</p>
<p>Level 4 Biomedical Engineering Manager (By appointment)</p>	<p>(a) Work level description</p> <p>(i) Appointment to this level requires proven biomedical technical expertise and competence with demonstrated proficiency in applying established technical disciplines over several years either on an individual basis or as a member of a multi-disciplinary unit as a technical practitioner or technical specialist.</p> <p>(ii) The appointee will also require proven management experience, with expertise in both people management and the management of departmental budgets and objectives.</p> <p>(b) Characteristics of the work</p> <p>(i) Work at this level 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 biomedical 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.</p> <p>(ii) Leading by example and creating positive working relationships with equipment providers and users is an important part of the position.</p> <p>(c) Duties and skills</p>

26 February 2024

Classification	Description
	<ul style="list-style-type: none"><li data-bbox="517 264 2056 384">(i) Managerial responsibility at this level includes the training of direct reports, coordination of workflow processes, responsibility for the quality of the output of the work unit, performance assessment and review, employee counselling, career planning and development, application of equal employment opportunity principles and the implementation of occupational health and safety guidelines and principles.<li data-bbox="517 392 2056 454">(ii) 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.<li data-bbox="517 462 2056 493">(iii) The investigation of a range of operating and design issues is a key responsibility of this level.

26 February 2024

SCHEDULE C – DISPENSARY PHARMACY EMPLOYEES**Base Rates of Pay**

Dispensary Pharmacy Employees		Base Rates of Pay		
		<i>(NOTE: wage increases take effect from the first pay period commencing on or after the dates below)</i>		
Level	Pay Point	1/10/2023	1/10/2024	1/10/2025
			3.00%	3.00%
Intern Pharmacist		\$31.38	\$32.32	\$33.29
Pharmacist Grade 1				
	Pay point 1	\$41.20	\$42.44	\$43.71
	Pay point 2	\$42.75	\$44.03	\$45.35
	Pay point 3	\$43.61	\$44.92	\$46.27
	Pay point 4	\$45.05	\$46.40	\$47.80
Pharmacist Grade 2				
	Pay point 1	\$47.90	\$49.33	\$50.81
	Pay point 2	\$49.44	\$50.92	\$52.45
	Pay point 3	\$50.99	\$52.51	\$54.09
	Pay point 4	\$52.53	\$54.11	\$55.73
Pharmacist Grade 3				
	Pay point 1	\$53.70	\$55.32	\$56.97
	Pay point 2	\$55.31	\$56.97	\$58.68
	Pay point 3	\$56.20	\$57.88	\$59.62
Pharmacist Grade 4				
	Pay point 1	\$57.82	\$59.56	\$61.35
	Pay point 2	\$59.85	\$61.65	\$63.50
	Pay point 3	\$63.06	\$64.95	\$66.90
	Pay point 4	\$69.62	\$71.71	\$73.86
Pharmacist in Charge – Group A		\$56.00	\$57.68	\$59.41
Pharmacist in Charge – Group B		\$57.00	\$58.71	\$60.47

The rates of pay applying from 1/10/2023 only apply to Employees who are employed by the Employer at the commencement date of the Agreement.

26 February 2024

Classification Structure

Classification	Description
Pharmacist	<p>(a) A Pharmacist is an Employee who holds an appropriate Bachelor of Pharmacy and general registration as a Pharmacist by AHPRA and is employed and practising as a Pharmacist within a hospital dispensary.</p> <p>(b) A Pharmacist's areas of responsibility or focus at all grades may include:</p> <ul style="list-style-type: none"> (i) General dispensing of medications and Dispensary/Pharmacy management (ii) Ward-based clinical pharmacy support and professional pharmacy guidance (iii) Manufacturing/compounding and oncology services (iv) Support and guidance to more junior pharmacy team members.
Intern Pharmacist	<p>(a) An Intern Pharmacist is an Employee who:</p> <ul style="list-style-type: none"> (i) Has satisfied the examination requirements of an accredited course of study leading to registration as a pharmacist; and (ii) Holds provisional registration as a Pharmacist with the Australian Health Regulation Agency (AHPRA); and (iii) Is completing a Pharmacy Board of Australia (Board) accredited intern training program (ITP) during their supervised practice period; and (iv) Is completing a period of supervised practice (internship) which has been approved by the Board during their provisional registration; and (v) Is not yet eligible for General Registration as a Pharmacist with AHPRA.
Pharmacist Grade 1	<p>(a) A Pharmacist Grade 1 works under the general direction and support of more experienced Pharmacist(s), which may include but are not limited to, the Pharmacy Area Manager or Pharmacy Operations Manager, who may not always be working at the site.</p> <p>(b) Work is initially performed with professional support by a more experienced professional however, this support is expected to reduce as post registration hospital pharmacy experience increases.</p> <p>(c) An experienced Pharmacist Grade 1 can contribute to outcomes requiring multi-disciplinary team input and assist with complex problem solving either independently or under the guidance of more experienced Pharmacists if required.</p>
Pharmacist Grade 2	<p>(a) A Pharmacist Grade 2 would usually have four years of full-time post-registration experience as a hospital dispensary Pharmacist or Pharmacist who has worked in a recognised equivalent clinical health services facility or setting.</p> <p>(b) In addition to responsibilities of a Pharmacist Grade 1, a Pharmacist Grade 2 will independently undertake both routine and more complex clinical practice with limited professional supervision.</p> <p>(c) Responsibilities at this level can include:</p> <ul style="list-style-type: none"> (i) Supervision of less experienced Pharmacists and Interns; (ii) Providing advice to medical teams regarding patient care;

26 February 2024

Classification	Description
	<ul style="list-style-type: none"> (iii) Performing clinical pharmacy reviews and medication management tasks for a hospital's inpatient and discharge patients; and (iv) Being allocated to work in specialty clinical areas.
Pharmacist Grade 3 (By appointment)	<ul style="list-style-type: none"> (a) A Pharmacist Grade 3 would usually have at least 7 years full-time post-registration experience as a hospital dispensary Pharmacist or Pharmacist who has worked in a recognised equivalent clinical health services facility or setting. (b) A Pharmacist Grade 3 would, in addition to responsibilities assumed by Pharmacists Grade 1 and Grade 2, independently undertake work requiring specialist knowledge or in-depth experience and skills and be engaged with more responsible assignments for the wider Ramsay Pharmacy Group. (c) Responsibilities at this level may include: <ul style="list-style-type: none"> (i) supervision of less experienced Pharmacists (Interns, Pharmacist Grade 1 or Pharmacist Grade 2), ensuring that team members provide safe clinical pharmacy services by way of auditing, competency assessments and education. (ii) being nominated as the subject matter expert (SME) in a particular clinical area providing expert advice and guidance in the areas of quality, risk, and policy. (iii) performing clinical pharmacy reviews and medication management tasks for hospital inpatient and discharge patients. (d) A Pharmacist Grade 3 may include the following specialty Pharmacists: <ul style="list-style-type: none"> (i) Cancer Care Pharmacist (ii) Clinical Trials Pharmacist (iii) Emergency Medicine Pharmacist (iv) Transition of Care Pharmacist (v) Cardiac Care Pharmacist (vi) Mental Health Pharmacist (vii) Pharmacist Prescriber
Pharmacist Grade 4 (By appointment)	<ul style="list-style-type: none"> (a) A Pharmacist appointed to Grade 4 will hold a senior position within the Ramsay Pharmacy Services business. (b) An appointee to this level will have achieved the Advanced Level stage of the relevant clinical competencies from National Competency Framework for Pharmacists in Australia (NCFPIA), will be recognised by the Australian and New Zealand College of Advanced Pharmacy (ANZCAP) as a register or consultant and will have completed formal post graduate studies in clinical pharmacy or pharmacy practice. (c) As required, the Pharmacist Grade 4 will: <ul style="list-style-type: none"> (i) Become involved in strategic planning projects at regional, state or national levels as required; (ii) Have the ability to design, deliver and evaluate the effectiveness of professional development modules for less experienced Pharmacists;

26 February 2024

Classification	Description
	<ul style="list-style-type: none"> (iii) Provide clinical services to patients or other health professionals at an advanced level; (iv) Participate in and liaise with leadership groups as required; (v) Lead Pharmacist Grade 3 Subject Matter Experts (SME) in multiple clinical areas whilst also being responsible for quality improvement and risk management; and (vi) Oversee or design quality audits of pharmacy services.
Pharmacist in Charge (By appointment)	<ul style="list-style-type: none"> (a) A Pharmacist in Charge is responsible for managing the daily operations of a site or sites, including responsibility for the provision of professional pharmacy services and the team members involved in providing these services, whilst ensuring best practice clinical and quality care in consultation with other medical/clinical staff members. (b) The Pharmacist in Charge is responsible for the financial, legal and people management of the site. (c) A Pharmacist in Charge will be classified based on the number of Pharmacy employees at the private health facility as follows: <ul style="list-style-type: none"> (i) Group A Pharmacist in Charge – 14 or less Pharmacists and/or Interns (ii) Group B Pharmacist in Charge – 15 or more Pharmacists and/or Interns

SCHEDULE D – VOLUNTARY 12 HOUR SHIFTS

1. **Definitions**

Twelve (12) hour shift means a shift of twelve continuous ordinary hours exclusive of a 30-minute meal break, for example, 7.00 am to 7.30 pm including a 30-minute unpaid meal break.

2. **Participation and Withdrawal from Working 12-Hour Shifts**

2.1 Where the relevant senior manager at a particular site advises Employees covered by this agreement that 12 ordinary hour shifts are available, participation by Employees is voluntary.

2.2 Employees who do not participate in the 12-hour shift arrangement will continue to work within the arrangements applicable to employees not working 12-hour shifts as outlined in this Agreement.

2.3 Employees who participate in the 12-hour shift arrangement may subsequently elect to revert to the standard 10 ordinary hour provisions in the Agreement by giving 4 weeks' notice in writing of their intention to do so. In exceptional circumstances, including emergency extended sick leave, the Employer may waive the requirement to give 4 weeks' notice.

2.4 To participate in 12-hour shift arrangements, the Employee will make the request in writing in accordance with clause 4 below.

2.5 Management may elect to withdraw the offer of 12-hour shifts from the roster if the needs of the business deem this necessary. A minimum of 4 weeks' notice in writing of this change of roster is required.

2.6 A Pharmacy Intern cannot elect to participate in the 12-hour shift arrangement at a site.

3. **Terms and Conditions**

3.1 **Hours of work**

Ordinary hours will be worked and paid in accordance with the relevant provisions in this Agreement, subject to the changes as a result of this clause.

The ordinary hours of work are an average of 38 hours per week, but no greater than 152 hours in any one four-week cycle, to be worked according to a roster agreed between the Employer and Employee.

3.2 **Payment of Ordinary Hours**

Employees working shifts of 12 ordinary hours are paid at the Base Rate of Pay plus shift and weekend penalties as applicable.

3.3 **Combination of Shifts**

An Employee working 12-hour shifts may also work other shifts less than 12 hours.

3.4 **Meal Breaks**

A 12-hour shift will allow for a 1 x 30-minute unpaid meal break and a 1 x 30-minute paid meal break. The first meal break will be taken from the 4th and before the 6th hour and the second from the 9th and before the 11th hour of work.

3.5 **Rest Pauses**

An Employee who works a 12-hour shift in accordance with this Agreement is entitled to one rest pause of 20 minutes duration in the Employer's time.

This may be taken as 2 x 10-minute rest pauses as mutually agreed with the Employer.

All rest pauses will be taken at a time to suit the convenience of the Employer and so as not to interfere with the continuity of work where continuity, in the opinion of the Employer, is necessary.

26 February 2024

3.6 **Days Free from Rostered Work – For Employees working only 12-hour shifts and not a combination of different length shifts**

An Employee will be allowed an average of 3 whole consecutive days off in each week, which may be taken as 3 consecutive days each week or 2 consecutive days off in one week and 4 consecutive days off in the other week.

3.7 **Breaks Between Shifts**

Employees participating in the 12-hour shift arrangements will be allowed a break of 10 hours between the termination of one shift and the commencement of another shift.

3.8 **Taking of Leave**

Paid leave is based on 12 ordinary hours per shift. For example, if the Employee is absent due to illness and rostered to work a 12-hour shift, subject to the usual approval process, 12 hours personal/carer's leave would be deducted and paid. If the Employee applies for 3 days of annual leave and would have worked 12 hours on each of these days, 36 hours of annual leave will be deducted and paid.

Nothing in this clause is intended to increase an Employee's overall entitlement to annual leave or personal/carer's leave.

4. **Request To Participate In 12-Hour Shift Roster**

If the manager agrees that 12-hour shifts are available and an Employee would like to work 12-hour shifts, the Employee will request to do so in writing and forward it to their manager for consideration. The manager will respond to the request within 21 working days of receipt of the request. If agreement to the request requires a new employment contract due to a change of contracted hours, this will be arranged through the usual process.

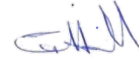
26 February 2024

SIGNATORIES TO AGREEMENT

For: **Ramsay Health Care Australia Pty Limited**

By: Greg Hall

(print full name of signatory)



(signature)

Chief Operating Officer - Hospitals

(capacity in which signatory has authority to sign)

22/03/2024

(date)

Level 7/479 St Kilda Rd Melbourne VIC 3004

(address of signatory)

For: **Ramsay Professional Services Pty Limited**

By: Greg Kennedy

(print full name of signatory)



(signature)

Chief Operating Officer - Out of Hospitals

(capacity in which signatory has authority to sign)

22/03/2024

(date)

Level 7/479 St Kilda Rd Melbourne VIC 3004

(address of signatory)

26 February 2024

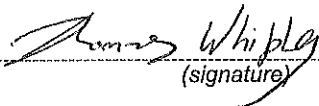
For: **Australian Municipal, Administrative, Clerical and Services Union**

By: _____
(print full name of signatory) (signature)

(capacity in which signatory has authority to sign) (date)

(address of signatory)

For: **Association of Professional Engineers, Scientists and Managers, Australia**

By: THOMAS WHIBLEY
(print full name of signatory) 
(signature)

ACTING QLD DIRECTOR
(capacity in which signatory has authority to sign) 2/4/24
(date)

Level 4, 16 Peel St, South Brisbane, QLD, 4101.
(address of signatory)

26 February 2024

For: **Australian Municipal, Administrative, Clerical and Services Union**

By: Alex Scott
(print full name of signatory)

A Scott
(signature)

Branch Secretary
(capacity in which signatory has authority to sign)

9/4/24
(date)

4/43 Peel St, South Brisbane
(address of signatory)

For: **Association of Professional Engineers, Scientists and Managers, Australia**

By: _____
(print full name of signatory)

(signature)

(capacity in which signatory has authority to sign)

(date)

(address of signatory)