

**RAMSAY HEALTH CARE WESTERN AUSTRALIA, HSU, HEALTH
PROFESSIONALS, ADMINISTRATIVE, CLERICAL AND TECHNICAL
EMPLOYEES ENTERPRISE AGREEMENT 2023**

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1. PART 1 – PRELIMINARIES

1.1 TITLE

This Agreement will be known as the Ramsay Health Care Western Australia, HSU, Health Professionals, Administrative, Clerical and Technical Employees Enterprise Agreement 2023 ('the Agreement').

1.2 DATE OF OPERATION

This Agreement will come into operation 7 days after the Fair Work Commission (FWC) approves the Agreement and has a nominal expiry date of 30 September 2024 and will remain in place thereafter in accordance with the Fair Work Act 2009 (Act).

1.3 COVERAGE OF THE AGREEMENT

- (a) The Agreement will cover and apply to:
- (b) Ramsay Health Care Australia Pty Limited and Ramsay Professional Services Pty Limited (Employer); and
- (c) Employees who are:
 - (i) Professional, administrative, technical, supervisory or clerical employees employed by the Employer in Western Australia and who are otherwise covered by the Health Professionals and Support Services Award 2020; and
 - (ii) not covered by the Ramsay Health Care WA – Enrolled Nurses & Support Services Union Collective Agreement 2020 (or any replacement agreement); and
- (d) Subject to the requirements of the Act, the Health Services Union Western Australia Branch (HSU).

1.4 RELATIONSHIP TO OTHER INDUSTRIAL INSTRUMENTS

- 1.4.1 This Agreement replaces the Ramsay Health Care WA Hospitals Health Services Union Enterprise Agreement 2019.
- 1.4.2 This Agreement operates to the exclusion of any modern award or other industrial instrument.
- 1.4.3 This Agreement is read in conjunction with the Act and the NES. If any term(s) of the NES are more favourable to an Employee than the term(s) of this Agreement, then the term(s) of the NES will apply.

1.5 POSTING OF AGREEMENT

A copy of this Agreement and the NES will be made readily accessible for Employees on the Ramsay Health Care intranet.

1.6 NEGOTIATION OF FURTHER AGREEMENTS

All parties agree to commence negotiations for a new agreement at least 6 months prior to the nominal expiry date of this Agreement.

1.7 NO REDUCTION

- 1.7.1 Employees at Joondalup Health Campus who are currently in receipt of a medical terminology allowance will continue to receive the allowance at the rate of 5.15% of Level 2, increment 3 as prescribed in Schedule A Minimum Salaries.
- 1.7.2 Employees who were employed at Peel Health Campus prior to 27 January 2016 will continue to receive:
 - (a) a minimum of 5 weeks annual leave for each year of service in lieu of loading prescribed in clause 6.1.7(b).

- (b) a 12.5% shift loading on Ordinary Rates between the hours of 12noon and 6pm. The loading does not apply when work is commenced after 12noon and completed before 6pm.

1.8 INTERPRETATIONS

1.8.1 In this Agreement:

- (a) "Full Rate of Pay" is the rate payable to an Employee including all of the following:
 - (i) Incentive-based payments and bonuses;
 - (ii) Loadings;
 - (iii) Monetary allowances;
 - (iv) Overtime or loadings; and
 - (v) Any other separately identifiable amounts.
- (b) "Good Faith" means (as appropriate to the circumstances) obligations to meet, disclose relevant information, genuinely consider proposals and respond with reasons and refrain from capricious or unfair conduct that undermines consultation.
- (c) "Maximum Term Contract" means a contract of employment in which an Employee is engaged for a specific project, period of time or task in accordance with Clause 3.4 of this Agreement.
- (d) "NES" means National Employment Standards.
- (e) "Ordinary Rate" is the rate payable to an Employee for their Ordinary Hours, but not including incentive based payments and bonuses, loadings, monetary allowances, overtime or loadings or any other separately identifiable amounts.
- (f) "Ordinary Hours" means the ordinary hours of the Employee as set out in either clause 4.1 or 4.2, or clause 3.3 for Part-Time Employees.
- (g) "Public Holiday" means all public holidays as gazetted under the *Public and Bank Holidays Act 1972* (WA).
- (h) "Shift Worker" means an Employee who is regularly rostered to work their Ordinary Hours outside of the Ordinary Hours of Work of a Day Worker as defined in clauses 4.1 or 4.2.
- (i) "Union" means the Health Services Union.

2. PART 2 – GENERAL TERMS

2.1 CONSULTATION AND COOPERATION

The parties to this Agreement agree to consult, cooperate and collaborate by some or all of the following as appropriate:

- (a) share information relating to the workplace;
- (b) ensure that Employees are aware of the content of this Agreement and any other information relating to their workplace rights and responsibilities;
- (c) work towards a co-operative and positive workplace culture;
- (d) increase the productivity of the workplace;
- (e) ensure better and more informed decision making;
- (f) promote continuous quality improvement;
- (g) enhance the skills and job satisfaction and generally assist in the development of all staff to their full potential; and
- (h) aim to reward and retain current staff and attract new staff where appropriate.

2.2 CONSULTATION ABOUT MAJOR WORKPLACE CHANGE

2.2.1 If an Employer makes a definite decision to make major changes in production, program, organisation, structure or technology in relation to its enterprise that are likely to have significant effects on Employees; or proposes to introduce a change to the regular roster or ordinary hours of work of Employees the Employer must:

- (a) give notice of the changes to all Employees who may be affected by them and their representatives (if any); and
- (b) discuss with affected Employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on the Employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on Employees; and
- (c) commence discussions as soon as practicable after a definite decision has been made.

2.2.2 For the purposes of the discussion under subclause 2.2.1(b), the Employer must give in writing to the affected Employees and their representatives (if any) all relevant information about the changes including:

- (a) their nature; and
- (b) their expected effect on Employees; and
- (c) any other matters likely to affect Employees.

2.2.3 Subclause 2.2.2 does not require an Employer to disclose any confidential or commercially sensitive information.

2.2.4 The Employer must promptly and genuinely consider any matters raised by the Employees or their representatives about the changes in the course of the discussion under subclause 2.2.1(b).

2.2.5 At any stage during this process an Employee may appoint a representative of their choice in writing. The Employer's obligation to consult or provide information to the representative only occurs after written notice is provided to the Employer.

2.2.6 In Clause 2.2, Significant effects, on Employees, includes any of the following:

- (a) Termination of employment; or
- (b) Major change in the composition, operation or size of the Employer's workforce or in the skills required; or

- (c) Loss of, or reduction in, job or promotion opportunities; or
- (d) Loss of, or reduction in, job tenure; or
- (e) Alteration of hours of work; or
- (f) The need for Employees to be retrained or transferred to other work locations; or
- (g) Job restructuring.

2.2.7 Where this Agreement makes provision for alteration of any of the matters defined at subclause 2.2.6, such alteration is taken not to have significant effect.

2.3 CONSULTATION ABOUT CHANGES TO ROSTERS OR HOURS OF WORK

2.3.1 Where the Employer proposes to change an Employee's regular roster or Ordinary Hours, the Employer must consult with the Employee or Employees affected and their representatives, if any.

2.3.2 For the purpose of the consultation, the Employer must:

- (a) Provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or Ordinary Hours and when that change is proposed to commence);
- (b) Invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change, including any impact in relation to their family or caring responsibilities; and
- (c) Give prompt and genuine consideration to any view about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives, if any.

2.3.3 The requirement to consult under this Clause 2.3 does not apply where an Employee has irregular, sporadic or unpredictable working hours.

2.3.4 These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

2.3.5 At any stage during this process an Employee may appoint a representative of their choice in writing. The Employer's obligation to consult or provide information to the representative only occurs after written notice is provided to the Employer.

2.3.6 This clause does not require an Employer to disclose any confidential or commercially sensitive information.

2.4 DISPUTE RESOLUTION

2.4.1 This term specifies the procedure to be followed where a dispute arises relating to the Employee's terms and conditions of employment as provided for by the Agreement or the NES, or any other matters arising under the Agreement.

2.4.2 The dispute may involve one or a number of Employees.

2.4.3 The parties to the dispute must try to first resolve the dispute at the workplace through discussion between the Employee or Employees concerned and the relevant supervisor.

2.4.4 If the dispute is not resolved through discussion as mentioned in subclause 2.4.3, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the Employee or Employees concerned and more senior levels of management, as appropriate.

2.4.5 If the dispute is not able to be resolved at the workplace and all appropriate steps have been taken under subclauses 2.4.3 and 2.4.4, a party to the dispute may refer it to the FWC.

2.4.6 The parties to the dispute may agree on the process to be followed by the FWC in dealing with the dispute, including mediation, conciliation and consent arbitration.

- 2.4.7 If the dispute remains unresolved, the FWC may use any method of dispute resolution that it is permitted by the Act to use and that it considers appropriate for resolving the dispute.
- 2.4.8 A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under this clause.
- 2.4.9 While procedures are being followed under this clause in relation to a dispute:
- (a) Work must continue in accordance with this Agreement and the Act; and
 - (b) An Employee must not unreasonably fail to comply with any direction given by the Employer about performing work, whether at the same or another workplace, that is safe and appropriate for the Employee to perform.
- 2.4.10 Subclause 2.4.9 is subject to any applicable work health and safety legislation.
- 2.4.11 All parties agree to act in Good Faith during the dispute resolution process and in a timely manner.

2.5 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 2.5.1 An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the arrangement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) loadings;
 - (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 paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the Employer and Employee.
- 2.5.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the FW Act; and
 - (b) are not unlawful terms under section 194 of the FW Act; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 2.5.3 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 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.
- 2.5.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 2.5.5 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.

3. PART 3 – EMPLOYER AND EMPLOYEES’ DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

3.1 EMPLOYMENT CATEGORIES AND CONTRACT OF EMPLOYMENT

An Employee may be engaged as a Full-time, Part-time, or Casual Employee. Employees may be engaged for a specified term, a maximum term, or a specified task.

3.2 FULL TIME EMPLOYEES

A full-time Employee is engaged to work an average of 76 hours per fortnight, in accordance with a roster and in consideration of the points in Part 4 - Hours of Work, Shift Work and Overtime.

3.3 PART-TIME EMPLOYEES

3.3.1 A Part-Time Employee means Employees who are regularly employed to work less hours than a full time Employee.

3.3.2 Hours of work

- (a) The Ordinary Hours of a Part-Time Employee on any shift will be worked continuously, excluding any meal breaks.
- (b) Part-Time Employees will receive payment for wages, leave and allowances on a pro-rata basis and accrue entitlements on a pro-rata basis equivalent to full-time Employees of the same classification.
- (c) Part-Time Employees are entitled to be paid applicable overtime payments for overtime worked as per Clause 4.7.
- (d) A Part-Time Employee may work additional hours (i.e., unrostered shifts or extra hours over and above their guaranteed minimum hours) by mutual agreement only. Such agreed additional hours worked will be paid in accordance with clause 3.3.2(e) until the total number of hours exceeds the limits prescribed in Clause 4.1.
- (e) A Part-Time Employee who agrees to work additional hours in line with subclause 3.3.2(d) can elect to have those additional hours paid as follows:
 - (i) At the Ordinary Rate (with the additional hours accruing leave and attracting superannuation payments); or
 - (ii) At an overtime rate of 120% calculated on the Ordinary Rate (with no leave accrual and no superannuation).
- (f) Provided that Part-Time Employees will be required to elect which arrangement will apply annually during the period of the agreement. Such election will be maintained for a period of twelve months. However, nothing will prevent the Employer from considering requests to change the option within a twelve month period. Such requests will be considered on merit and will be determined by the relevant Director. A Part-Time Employee cannot be directed to work additional hours except for reasonable overtime as contemplated by clause 4.7 Authorised Overtime.

3.3.3 Increase to contract hours for part time employees:

- (a) The Employer recognises that Part Time Employees may seek to increase their contracted hours of employment.
- (b) A part time employee who has, over the previous 12 months, been working hours which are greater than their contracted hours of work (Additional Hours) may seek to permanently increase their hours under this clause (Employee-initiated Review of Hours).
- (c) An Employee-initiated Review of Hours must be made in writing to the Employer.
- (d) Upon receiving an Employee-initiated Review of Hours, the Employer must give prompt and genuine consideration to the Employee’s request. In particular, the Employer will consider:

- (i) how regularly the Employee is undertaking the Additional Hours; and
 - (ii) whether the Additional Hours are reasonably expected to continue.
- (e) An Employee-initiated Review of Hours will not be unreasonably refused by the Employer.
- (f) The Employer must provide the Employee with a response in writing within 21 days of receiving the Employee-initiated Review of Hours. The Response should state the reasons for rejecting or accepting the Employee's request.
- (g) Should the Employer's response result in an increase to the existing contracted hours of the Employee, the Employee's contract of employment will be amended to reflect the increase new contracted hours and will take effect from the next pay period following the agreement of the Employee or at another date as mutually agreed.

3.4 MAXIMUM TERM EMPLOYEE

- 3.4.1 An Employee employed on a Maximum Term Contract will be engaged for a period of not less than one (1) month.
- 3.4.2 An Employee engaged on a Maximum Term Contract will be employed on a part-time or full-time basis, in accordance with Clauses 3.2 or 3.3 of this Agreement.
- (a) An Employee engaged on a Maximum Term Contract will accrue and be paid all the benefits prescribed by this Agreement for time worked as if the Employee was permanently employed, notwithstanding breaks in employment, and will be entitled to receive or give, as the case may be, notice of termination based on length of service in accordance with clause 3.8.2.
 - (b) Notwithstanding clause 3.8.2, notice of termination of the Maximum Term Contract will not be required to be given by either party if the contract reaches the end date as specified in the contract.

3.5 CASUAL EMPLOYEES

- 3.5.1 The Employer is committed to employing employees on a permanent full-time or part-time basis and does not support a casualised workforce. However, to meet operational requirements and the preference of Employees, the Employer will employ a limited number of Employees on a casual basis.
- 3.5.2 A Casual Employee is an Employee for whom the Employer has made no firm advance commitment to continuing and indefinite work according to an agreed pattern of work.
- 3.5.3 A Casual Employee will be paid a minimum of three (3) hours pay each engagement to work.
- 3.5.4 A Casual Employee will be paid the Ordinary Rate for the classification concerned, plus a Casual Loading of 20% of the Ordinary Rate.
- 3.5.5 A Casual Employee will be paid the following for ordinary hours worked on shiftwork, weekends and public holidays (inclusive of the casual loading set out in clause 3.5.4):
- (a) 144% of the Ordinary Rate for an afternoon shift or night shift as defined in clause 4.3.6;
 - (b) 180% of the Ordinary Rate for work on Saturday;
 - (c) 210% of the Ordinary Rate for work on Sunday;
 - (d) 300% of the Ordinary Rate for work on public holiday.
- 3.5.6 A Casual Employee is entitled to overtime for work that exceeds the limits prescribed in Clause 4.1. A Casual will receive the following overtime payments:
- (a) Monday to Saturday (inclusive):
 - (i) 180% of the Ordinary Rate for the first three (3) hours;
 - (ii) 210% of the Ordinary Rate for all hours worked thereafter;
 - (b) Midnight Saturday – Midnight Sunday – 210% of the Ordinary Rate;

(c) Public Holidays – 300% of the Ordinary Rate.

- 3.5.7 The following provisions do not apply to Casual Employees: Clause 3.8 – Termination of Employment; Clause 3.9 – Redundancy & Redeployment; Clause 4.7– Authorised Overtime; Clause 6.1 – Annual Leave; Clause 6.2 – Personal/Carer’s Leave; Clause 6.3 – Public Holidays, Clause 6.5 – Compassionate Leave; Clause 6.11 – Professional Development Leave; Clause 7.1.7 – Union leave.
- 3.5.8 A Casual Employee is entitled to unpaid carers leave and unpaid compassionate leave in accordance with the NES.
- 3.5.9 A Casual Employee is eligible to be offered and request conversion to permanent employment in accordance with the NES.

3.6 PROBATIONARY EMPLOYMENT (Permanent Employees)

- 3.6.1 The first 3 months of employment will be on a probationary basis during which time either party may terminate the contract by giving two weeks’ notice in writing.
- 3.6.2 If less than two weeks’ notice is given by the Employer, payment will be provided to the Employee in lieu of notice.
- 3.6.3 If less than two weeks’ notice is given by the Employee, the Employee will forfeit payment due for that period.
- 3.6.4 The Employer will provide the Employee with an appraisal of his or her performance during the probationary period.
- 3.6.5 For other provisions relating to Termination of Employment, see Clause 3.8 - Termination of Employment.

3.7 DUTIES

- 3.7.1 The Employee will be required to perform all duties within their employment classification according to a position description and according to job requirements and the Employer’s policies and procedures.
- 3.7.2 The Employer may direct the Employee to perform another position or to carry out duties as are within the limits of the Employee’s skills, competence or training.
- 3.7.3 The Employee will be required to comply with any reasonable request from the Employer to perform, and or transfer to, another position or to carry out duties within the limits of their skills, competence or training, providing that the duties are not to promote deskilling.

3.8 TERMINATION OF EMPLOYMENT

- 3.8.1 When employment is terminated by either party, the Employer will provide, upon request, a written statement of service, certifying the period of employment, the classification of the Employee and the type of work performed.
- 3.8.2 The required period of notice for the Employer or the Employee to provide shall be:

Period of Continuous Service at the time notice is given	Minimum Period of Notice
Not more than 3 years	2 weeks’ notice
More than 3 years but not more than 5 years	3 weeks’ notice
More than 5 years	4 weeks’ notice

- 3.8.3 In the case of termination by the Employer, Employees over 45 years old who have completed at least two (2) years of continuous service are entitled to an additional one (1) week notice to be added to the notice period detailed above.

- 3.8.4 Where the employment is terminated by the Employer with less than the required notice period, payment will be made in lieu of the notice period or otherwise by agreement.
- 3.8.5 Where termination of employment is due to serious misconduct or any other reason that justifies instant dismissal, termination may be made without notice.
- 3.8.6 The notice period does not apply to Casual Employees.
- 3.8.7 The notice period for probationary employees is set out in clause 3.6.
- Termination by the Employee
- 3.8.8 If the Employee fails to give the required notice the Employer can deduct from their final pay an amount equivalent to their wages for the period of notice not given.
- 3.8.9 The notice period may be waived or reduced by agreement between the Employer and Employee.
- 3.8.10 Upon termination of employment, all wages and amounts due to an Employee under this Agreement and the NES shall be paid as soon as practicable, but no later than within the next pay cycle.

3.9 REDUNDANCY & REDEPLOYMENT

- 3.9.1 Redundancy will occur where the Employer has made a definite decision that it no longer requires 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 will lead to termination of the Employee's employment.
- 3.9.2 Consultation
- (a) Where a definite decision has been made by the Employer that redundancy will occur the Employer will consult the Employee directly affected and, where relevant, their representative(s) or Union(s), as per Clause 2.2 – Consultation About Major Workplace Change.
- (b) As soon as practicable after making its decision, the Employer will notify the relevant Employees and/or their representatives in writing of all relevant information relating to the change including:
- (i) the reasons for the proposed terminations; and
 - (ii) the number and categories of Employees likely to be affected; and
 - (iii) the period over which the terminations are likely to be carried out.
- (c) The Employer will then hold discussions with relevant Employees and/or their representatives regarding all aspects of the change including:
- (i) the reasons for the proposed terminations; and
 - (ii) measures taken to avoid or minimise the terminations; and
 - (iii) measures taken to avoid or minimise adverse effects on the Employees concerned.
- (d) The Employer is not required to disclose confidential or commercially sensitive information to Employees.
- 3.9.3 Transfer to lower paid duties
- (a) Where the Employer has made a definite decision that it no longer requires 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 the Employee is offered and agrees to transfer to lower paid duties, the Employee will be entitled to the same minimum period of notice as if the Employee's employment had been terminated under Clause 3.8 - Termination of Employment.
- (b) The Employer may make payment in lieu of the full notice period of transfer to lower paid duties.

- (c) The payment pursuant to subclause (b) will be equal to at least the difference between the amount the Employee would have received at their former rate of pay and the amount the Employee will receive at their new lower rate of pay, for the number of weeks of notice still owing. Payment due should be calculated to include:
- (i) payment for Ordinary Hours; and
 - (ii) allowances, loadings and penalties; and
 - (iii) any other amounts payable under the Employee's employment contract.

3.9.4 Time off during notice period

- (a) Where the Employer has given notice of redundancy the Employee is entitled to up to one (1) day time off without loss of pay during each week of notice for the purposes of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.
- (b) Where the Employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the Employer can request proof of attendance at an interview or the Employee will not receive payment for the time absent. A statutory declaration will be considered sufficient evidence.

3.9.5 Redundancy Pay

- (a) Where redundancy occurs, the Employee will be paid redundancy pay in relation to their period of continuous service, in addition to the minimum notice period specified at subclause 3.8.2 Termination by the Employer, as follows:

Period of Continuous Service	Redundancy Pay Period (weeks)
Less than 1 year	Nil
At least 1 year, less than 2 years	4
At least 2 years, less than 3 years	6
At least 3 years, less than 4 years	7
At least 4 years, less than 5 years	8
At least 5 years, less than 6 years	10
At least 6 years, less than 7 years	11
At least 7 years, less than 8 years	13
At least 8 years, less than 9 years	14
At least 9 years, less than 11 years	16

- (b) And thereafter one (1) week's additional pay for each additional year of service.
- (c) A week's pay for the notice period means the Full Rate of Pay for the Employee.
- (d) A week's pay for the redundancy pay period means the Ordinary Rate of pay and excludes loadings, allowances and other ancillary payments.

3.9.6 Employee leaving during notice

An Employee whose employment is terminated in circumstance of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause 3.9 had they remained in employment until the expiry of the notice. In such circumstances the Employee is not entitled to payment for notice not worked.

3.9.7 Redundancy pay does not apply

- (a) The requirement for the Employer to pay redundancy pay does not apply to:
- (i) Employees dismissed for serious misconduct; and

- (ii) Casual Employees; and
- (iii) a period of casual employment that occurred prior to the Employee converting to permanent employment (that is, only the period of permanent engagement shall be taken into consideration when calculating entitlements under subclause 3.9.5(a)); and
- (iv) Employees who are specifically engaged for a specific period on a Maximum Term Contract provided that the Maximum Term Contract is not used as a contrivance to avoid the payment; and
- (v) Employees whose facility or role is involved in a transfer of business where the Employee is offered employment with the new employer in accordance with section 122 of the Act.

3.9.8 Employer can apply to reduce redundancy pay

The Employer is entitled to apply to the FWC to reduce the amount of redundancy pay if the Employer:

- (a) obtains other acceptable employment for the Employee; or
- (b) cannot pay the amount.

3.9.9 Outplacement Support

The Employer will provide at their expense professional outplacement advice.

3.10 PORTABILITY OF ENTITLEMENTS

An Employee may apply to the Employer for a vacant role at a health facility other than the Employee's primary site. If the application is successful, the Employer shall:

- (a) facilitate the transfer of the Employee from their primary site to the new site, and on transfer, that new site shall become the Employee's primary site;
- (b) continue the Employee's entitlements according to the terms of this Agreement (if the Employee at the new location continues to be covered by this Agreement) so long as the Employee maintains continuity of service.

3.11 UNIFORMS

- 3.11.1 Where the Employer requires the Employee to wear a uniform the Employee will wear the full and correct uniform at all times.
- 3.11.2 Where the Employer requires the Employee to wear a uniform the Employer will provide sufficient uniforms free of charge.
- 3.11.3 Uniforms remain the property of the Employer and must be maintained and returned in good condition, considering reasonable wear and tear, on termination of employment or in the event of the issue of a new uniform.
- 3.11.4 The cost of laundering such uniform or uniforms will be met by the Employee.
- 3.11.5 Employees will be responsible for the provision of appropriate clean and safe footwear.

3.12 CLASSIFICATION REVIEW PROCESS

Employees who wish to have their classification level reviewed should follow the procedure outlined in Schedule E - Classification Review Process and Appendix A - Classification Review of this Agreement.

3.13 WORKLOAD MANAGEMENT

Should the situation arise where an Employee believes that an unreasonable and excessive workload is being imposed other than occasionally or infrequently then:

- (a) The Employee should attempt to resolve the matter with their Manager. If appropriate action is not taken to assess the workload issues raised within five (5) working days the Employee should raise the issues with the relevant senior manager.

- (b) The relevant senior manager shall respond to the Employee within five (5) working days.
- (c) If the matter remains unresolved, the Employee may seek to resolve the matter by approaching HR or by using the Dispute Resolution Procedure in this Agreement.
- (d) Nothing shall prevent the Employee from seeking to resolve the matter using the Dispute Resolution Procedure in this Agreement.
- (e) The time periods within the clause are subject to the relevant parties being available. Should the parties not be immediately available (due to leave or otherwise) an appropriate time frame will be agreed between the Employee and the Employer.

4. PART 4 – HOURS OF WORK, SHIFT WORK AND OVERTIME

4.1 ORDINARY HOURS

- 4.1.1 Ordinary Hours shall be arranged by the Employer to best meet the organisation's needs.
- 4.1.2 An Employee will receive a minimum 10 hour break between shifts, except if:
- (a) An Employee agrees with another Employee to swap shifts which results in the Employee receiving less than a 10 hour break; or
 - (b) an Employee has previously elected to have a 9 hour break.
- 4.1.3 An election under clause 4.1.2(b) must be voluntarily made by an Employee in writing. The Employee's manager will maintain a list of Employees who have made such an election.
- 4.1.4 Some Employees may wish to indicate the days and/or hours they would prefer to work, and this may be updated from time to time. The Employer will use its best efforts to accommodate these requests, having regard to operational requirements.

Attadale Private Hospital, Glengarry Private Hospital, Hollywood Private Hospital, Joondalup Health Campus

- 4.1.5 The Ordinary Hours may be worked over any day of the week Monday to Friday inclusive. The Ordinary Hours of a full time Employee (exclusive of meal breaks) will be an average of 76 hours per fortnight, between the hours of 7.00am and 6.00pm.
- 4.1.6 The Ordinary Hours of a shift shall not exceed eight (8) hours. However, the Ordinary Hours of a shift may be extended to ten (10) hours, by mutual agreement, where operational requirements dictate.

Peel Health Campus

- 4.1.7 Ordinary Hours may be worked over any day of the week Monday to Sunday inclusive. The Ordinary Hours of work for a full time Employee (exclusive of meal breaks) will be an average of 76 hours per fortnight.
- 4.1.8 The Ordinary Hours of a shift shall not exceed ten (10) hours. However, the Ordinary Hours of a shift may be extended to twelve (12) hours, by mutual agreement, where operational requirements dictate.

4.2 FLEXIBILITY IN HOURS

- 4.2.1 Subject to the following, by mutual consent of the Employer and Employee, both parties may agree in writing to an Employee working hours outside the spread of ordinary hours, in which case the Employer will not be liable to pay any shift allowances, including weekend shift allowances, which, but for such agreement, would be payable:
- (a) Such agreement must be at the initiative and for the convenience of the Employee and must not be either directly or indirectly be reached as a result of any request, direction or pressure of the Employer.
 - (b) The agreement will clearly set out the hours arrangement to be worked.
 - (c) Any hours worked, at the request of the Employer, outside the parameters set out in the agreement will be deemed to be overtime.
 - (d) The Employee may withdraw from the arrangement at any time by advising the Employer in writing.
 - (e) The Employer may withdraw from the arrangement at any time by advising the Employee in writing.
- 4.2.2 Where the arrangement is withdrawn by either party, the Employee will revert to the normal working hours and arrangements for their work area and will be paid accordingly.

4.3 SHIFT WORK AND ORDINARY HOURS ON WEEKENDS AND PUBLIC HOLIDAYS

- 4.3.1 Shift Workers may be engaged to work Ordinary Hours on a Day Shift, Afternoon Shift or Night Shift on any day of the week from Monday to Sunday.

- 4.3.2 The Ordinary Hours for a Shift Worker will not exceed 10 hours per shift.
- 4.3.3 If it becomes necessary for a Shift Worker to work two consecutive shifts because another Employee is absent, the Employee will not be required to attend for duty within 9 hours of ceasing duty on the second shift.
- 4.3.4 When any of the days observed as a public holiday as prescribed in this Agreement fall on a day when the Shift Worker is rostered off duty and the Shift Worker has not been required to work on that day, the Shift Worker will be paid as if the day was an ordinary working day or, if the Employer agrees, will be allowed to take a day's holiday in lieu of the holiday at a time mutually acceptable to the Employer and the Employee.
- 4.3.5 Each Shift Worker will be supplied by the Employer with a copy of the Employee's shift roster when they commence shift work. A copy will also be available in an easily accessible place in the particular work area.
- 4.3.6 Shift Allowances
- (a) A rostered **Day Shift** means a shift which commences at or after 6.00 am and before midday and finishes before 6.00pm.
 - (b) A rostered **Afternoon Shift** means a shift which commences at or after midday and before 6.00 pm and finishes after 6.00pm.
 - (c) A rostered **Night Shift** means a shift which commences at or after 6.00 pm and before midnight.
 - (d) For Afternoon Shift or Night Shifts performed on Monday to Friday:
 - (i) A loading of 20% will be paid to an Employee who is on duty from 6.00 pm to 7.00 am Monday – Friday, regardless of the shift start and finish time.
 - (ii) Shifts that commence on or after 9:30 pm Monday to Friday and continue into the next day will be paid a loading of 20% for the entire shift irrespective of finishing time.
- 4.3.7 Ordinary Hours on weekends
- (a) Where an Employee is required to work Ordinary Hours between midnight Friday and midnight Saturday, the Employee will be paid a loading of 50% on their Ordinary Rate.
 - (b) Where an Employee is required to work between midnight Saturday and midnight Sunday they will be a loading of 75% on their Ordinary Rate.
- 4.3.8 Public Holiday Rates
- (a) Where an Employee is required to work Ordinary Hours on a Public Holiday they will, in lieu of all other shift and weekend loadings, be paid:
 - (i) A loading of 150% on the Ordinary Rate for all time worked on the Public Holiday; or
 - (ii) Alternatively, the Employee may elect to be paid a loading of 50% on the Ordinary Rate for all hours worked and also be allowed to observe the Public Holiday on another day mutually acceptable to the Employer and Employee.
 - (b) When Christmas Day falls on a day that is not a gazetted Public Holiday in WA, Employees who work Ordinary Hours on that day will be paid a loading of 100% on their Ordinary Rate for hours worked on that day.
- 4.3.9 Payments for Casual Employees for work on shifts, weekends or public holidays are set out in clause 3.5.

4.4 MEALS AND REST BREAKS

4.4.1 Meal Breaks

- (a) Employees who work six (6) hours or more per day are entitled to a meal break of a minimum of 30 minutes and a maximum of 60 minutes, the timing of which will be subject to operational requirements.

- (b) An Employee rostered for a shift of 6 hours may agree to work for six (6) hours without having a meal break.

4.4.2 Rest Breaks

- (a) Employees are entitled to one (1) paid 10 minute rest break per day.
- (b) Rest breaks are to be taken at a time to be agreed between the Employee and the Employer. An Employee's request to take a rest break at a particular time will not be unreasonably withheld.

4.5 BANKING OF ORDINARY HOURS

- 4.5.1 Where there is mutual agreement between the Employer and the Employee, and a specific arrangement is entered into, a bankable hours system will apply.
- 4.5.2 Banking of Ordinary Hours is a specific arrangement allowing Employees to initiate a flexibility arrangement with approval from the Employer. This arrangement is separate from a TOIL arrangement, details of which are included in clause 4.7.9.
- 4.5.3 An Employee may work more or less than their daily, weekly or fortnightly rostered or contracted hours and credit or debit those hours to a "bank".
- 4.5.4 An Employee may work less than their daily, weekly or fortnightly rostered or contracted hours and work those hours at a later date. The Employee will receive their ordinary pay in the relevant pay cycle as if the full amount of hours had been worked, excluding any weekend or shift loadings.
- 4.5.5 An Employee may work more than their daily, weekly or fortnightly rostered or contracted hours and set those hours off against those not worked previously or take time off at a later date in lieu of payment. The Employee will receive their ordinary pay in the relevant pay cycle as if they had not worked the extra hours but will receive payment for any weekend or shift penalties for the extra hours.
- 4.5.6 Hours credited or debited under this arrangement is at ordinary time (i.e., hour for hour).
- 4.5.7 An Employee may have a maximum of 76 hours in debit or credit at any time.
- 4.5.8 Employees whose bank of hours is in debit will be given first option to work additional hours, before the use of Casual Employees and agency staff.
- 4.5.9 Full records of the arrangement and all hours credited and debited will be kept by the Employer and the Employee will have full access to those records.
- 4.5.10 Where the employment is terminated the Employer will pay the Employee for all hours in credit at the Ordinary Rate and deduct the value of any hours in debit from the final termination pay.
- 4.5.11 Either party may terminate the arrangement with two (2) weeks' notice.

4.6 ON-CALL & RECALL

- 4.6.1 Employees may be required to be placed on-call.
- 4.6.2 Employees are on-call when required to carry a mobile telephone or pager and to remain within a specified radius of the hospital, and are not in receipt of any other compensation.
- 4.6.3 The Employee will ensure that they are easily contactable during the hours for which they have been placed on-call and may be required to remain within a specified radius of the workplace.
- 4.6.4 Where an Employee is required to be placed on-call they will be paid an On-Call Allowance. See Clause 5.5.1.
- 4.6.5 Where an Employee is required to remain on-call and is recalled to work, they will be paid for a minimum of three (3) hours work at the appropriate overtime rate even where the Employee has completed their work in less than three (3) hours.
- 4.6.6 If an Employee is called out within the three (3) hours of starting work on a previous call, the Employee will not be entitled to any further payment for the time worked within that period of three (3) hours.

- 4.6.7 Employees will not be required to remain on-call whilst on leave or on the day before their leave period begins, unless by agreement between the Employee and the Employer.
- 4.6.8 If an Employee is recalled to work the Employee will be provided with transport, free of charge, from the Employee's home to the place of employment and return, or will be paid the Motor Vehicle Allowance provided in Clause 5.5.5.

4.7 AUTHORISED OVERTIME

- 4.7.1 Employees may be required to work reasonable overtime hours beyond their Ordinary Hours in order to ensure continuity of service to clients and patients, or to assist the business needs of the Employer.
- 4.7.2 Employees will not work overtime without the Employer's prior authorisation.
- 4.7.3 Hours worked outside an Employee's Ordinary Hours are to be paid at overtime rates, provided that overtime rates will not apply until the Employee has worked at least 8 Ordinary Hours in that day or 10 hours for Shift Workers, or 76 hours per fortnight.
- 4.7.4 Overtime Rates
- Hours worked in excess of the Ordinary Hours on any day or shift are to be paid as follows:
- (a) Monday to Saturday (inclusive)
 - (i) Time and one half (i.e., Ordinary Rate plus 50%) for the first three (3) hours;
 - (ii) Double time (i.e., Ordinary Rate plus 100%) for all hours worked thereafter;
 - (b) Midnight Saturday – Midnight Sunday – Double time (i.e., Ordinary Rate plus 100%); and
 - (c) Public Holidays – Double time and one half (i.e., Ordinary Rate plus 150%).
- 4.7.5 When overtime is performed, including any recall to work, the Employee will, wherever it is reasonably practicable to arrange, have at least 10 consecutive hours (or 9 hours where clause 4.1.2 applies) off duty without loss of pay after finishing duty and prior to commencing duty again.
- 4.7.6 Wherever an employee has not received a break of 10 consecutive hours off duty, or 9 consecutive hours off duty for an employee who has made an election, the employee will be entitled to payment at overtime rates until they have had the required 10 or 9 hours off duty.
- 4.7.7 For the purpose of assessing overtime each day will stand alone.
- 4.7.8 Overtime will not apply to Employees whose salary is above Level 9/10 in Schedule A - Minimum Salaries of this Agreement, unless that Employee is required to participate in a regular rostered work arrangement which would, but for this clause 4.7.8, incur shift and weekend loadings.
- 4.7.9 Overtime for Part-Time Employees
- (a) Part-Time Employees are entitled to receive applicable overtime payments for overtime worked, as per Clause 4.7.4 Overtime Rates.
 - (b) Part-Time Employees may work additional hours (i.e., unrostered shifts or extra hours over and above their guaranteed minimum hours) by mutual agreement. Any agreed additional hours so worked will be paid in accordance with subclause 3.3.2(e) until the total number of hours worked exceeds 8 hours per shift or 10 hours per shift for Shift Workers or 76 hours per fortnight.
 - (c) Additional hours worked by Part-Time Employees in excess of 76 hours per fortnight will be paid at overtime rates and will not accrue leave entitlements.
- 4.7.10 Time off in lieu (TOIL)
- (a) Where the Employer requests overtime to be performed, the Employee, on request, will be allowed to take time off in lieu (**TOIL**), at a mutually agreed time.
 - (b) TOIL hours will accrue at the applicable overtime rate, (e.g., 3 hours overtime would accrue 4.5 hours toward the TOIL balance (3hrs x 1.5 =4.5)).

- (c) An Employee may only have a maximum of five (5) days of TOIL accrued at any one time. Any additional TOIL which is accrued, above five (5) days, will be cashed out. Should an Employee have five (5) days TOIL accrued and untaken, any further accrued TOIL will be cashed out.
- (d) An Employee may request that their accrued and untaken TOIL be cashed out at any time. Untaken TOIL will be paid out on termination of employment.
- (e) Time off will be taken at a time convenient to the Employer.

4.7.11 Rest break during overtime

An Employee working overtime will be allowed to take an unpaid rest break of at least 30 minutes after the completion of two (2) hours of overtime.

4.7.12 Meals During Overtime

Where an Employee works 2 hours or more of overtime, the Employer will provide them with a meal if possible or alternatively pay them a Meal Allowance. This clause will not apply where the Employee has been advised of the necessity to work overtime on the previous day or earlier. See Clause 5.5.4.

5. PART 5 – PAYMENT

5.1 WAGE RATES AND WAGE INCREASES

The rates of pay for each classification are listed in **Schedule A - Minimum Salaries**.

5.2 CLASSIFICATIONS AND PROGRESSION THROUGH PAY LEVELS

5.2.1 The wage rate payable to an Employee will be determined by the Employer, having regard to the Employee's classification and the competencies required of the role they are performing and, where relevant, the Employee's years of experience. See Schedule A and Schedule D.

5.2.2 Where a position performed by the Employee has more than one (1) level, Employees will progress to the next pay level following 12 months full-time experience, subject to a satisfactory performance assessment.

5.3 TIME NOT WORKED

The Employee will not be entitled to payment for any period of unauthorised absence.

5.4 HIGHER DUTIES

5.4.1 Where an Employee is required to relieve another Employee in a higher classification than the one in which they are ordinarily employed for a period of at least five (5) consecutive working days, they will be paid higher duties for the period of relief.

5.4.2 Notwithstanding subclause 5.4.1, by agreement, higher duties may be paid for single days where day-by-day relief is identified as a regular feature or requirement of a particular position and the person performing the role is required and is capable of performing the full range of duties for that position.

5.4.3 An Employee who performs the full duties of the higher position will be paid higher duties at the minimum payment for the higher classification.

5.4.4 An Employee who does not perform the full duties will, by agreement, be paid a percentage of the difference between the higher classification and the one in which they are ordinarily employed.

5.5 ALLOWANCES

5.5.1 On-call Allowance

(a) Where an Employee is required to be on-call they will receive an hourly On-call Allowance whilst on-call. Payment of an On-call Allowance will not be made during any time that the Employee has been recalled to work.

(b) The hourly allowance will be:

(i) From the first pay period on or after 29 January 2023 – \$6.43

(ii) From the first pay period on or after 29 January 2024 – \$6.62

5.5.2 Travelling

All reasonable out of pocket and accommodation expenses and all travelling expenses incurred by an Employee in the discharge of the Employee's duties will be paid at least once a month by the Employer.

5.5.3 Payment of Professional Membership

Where the Employer requires membership of a recognised body in order for the Employee to fulfil the requirements of their position, the membership annual subscription will be reimbursed. This does not include membership required to be registered to practise.

5.5.4 Meal Allowance during Overtime

(a) Where an Employee is required to work overtime of at least two (2) hours and the Employer is not able to provide a meal, the Employee is entitled to a meal allowance of

\$6.00. This meal allowance will be reviewed every July and adjusted if necessary. Review will be based on price increases at Joondalup Health Campus.

- (b) This clause will not apply where the Employee has been advised of the necessity to work overtime on the previous day or earlier.

5.5.5 Motor Vehicle Allowance

- (a) An Employee who is required and authorised to use their own motor vehicle in the course of their duties, or in accordance with clause 4.6.8, will be paid an allowance of at least \$0.78 cents per kilometre.
- (b) This rate will be automatically adjusted in line with the rate determined by the Australian Tax Office with any such adjustment being applicable from the date of determination.

5.5.6 Where an Employee, at the request of the Employer, works shifts at another facility of the Employer, other than an Employee whose normal duties require them to travel to other Employer sites, will be paid an additional two (2) hours at the Ordinary Rate in addition to payment for hours worked. If the additional two (2) hours is less than the rate prescribed in subclause 5.5.5(a) then that kilometre rate will be paid (i.e., whichever is the greater will be paid but not both). An Employee whose normal duties would require them to attend other Employer facilities are entitled to the kilometre rate only.

5.6 SUPERANNUATION

5.6.1 Employer Contributions

- (a) The Employer will make the mandatory contributions to the Employee's superannuation fund in accordance with the requirements of the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- (b) The calculation of the contribution will be based on the "ordinary time earnings" as determined by the Australian Taxation Office (ATO) and subject to any changes made by the ATO.
- (c) The Employee can nominate a MySuper compliant fund of their choice in to which the Employer will make the contributions. If the Employee does not nominate a fund and does not have an existing superannuation account (e.g., a stapled fund), Employer contributions will be made in to either The Health Industry Plan (HIP) or The Health Employees Superannuation Trust (HESTA) Fund, all of which are MySuper compliant funds.

5.6.2 Employer contributions will be made monthly.

Contributions on behalf of an Employee in receipt of payments under the *Workers Compensation and Injury Management Act 1981* or its replacement will continue to be paid for a period of three (3) months.

5.6.3 Salary Sacrificing

- (a) An Employee may elect in writing to receive a superannuation benefit in lieu of part of the salary to which the Employee is otherwise entitled under this Agreement.
- (b) The salary sacrifice will remain in force until terminated by mutual agreement or by the Employer or the Employee providing one calendar months' notice.

6. PART 6 – LEAVE AND PUBLIC HOLIDAYS

6.1 ANNUAL LEAVE

Entitlement

- 6.1.1 For each year of service, a full-time Employee is entitled to four (4) weeks' paid annual leave.
- 6.1.2 Part-Time Employees accrue Annual Leave entitlements pro-rata based on their ordinary hours of work.
- 6.1.3 Entitlement to paid Annual Leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.
- 6.1.4 Additional Annual Leave

- (a) A permanent Employee who is regularly rostered to work Sundays and Public Holidays, being an Employee who works at least 35 shifts on a Sunday or Public Holiday in a calendar year, shall be a "shiftworker" for the purposes of this clause and the NES and will be entitled to a 5th week of Additional Annual Leave.
- (b) A permanent Employee who is not a "shiftworker" in accordance with 6.1.4(a) may accrue up to 4 extra days of Additional Annual Leave (in accordance with the table below) in a calendar year:

Number of shifts on Sundays and Public Holidays in a year	Full time Employees	Permanent Part-Time Employees
6 shifts or less	nil	nil
7-13 shifts	1 day	0.2 weeks
14-20 shifts	2 days	0.4 weeks
21-27 shifts	3 days	0.6 weeks
28-34 shifts	4 days	0.8 weeks

- (c) An Employee who is not a "shiftworker" as described in 6.1.4(a), but is regularly required to work on call, will receive up to an extra 38 hours of Additional Annual Leave per calendar year, provided that they are available to be rostered on call Monday to Sunday including Public Holidays, and are rostered on call to suit operational requirements. Such an employee will accrue such leave at the following rates:

Number of hours rostered on call per calendar year	Additional Hours
120 hours to 179 hours	7.6 hours
180 hours to 239 hours	15.2 hours
240 hours to 299 hours	30.4 hours
300 hours or more	38 hours

- (d) An employee who is entitled to Additional Annual Leave pursuant to 6.1.4(a) (b) or (c) is not entitled to accrue more than the equivalent of one week of Additional Annual Leave.

6.1.5 Taking Annual Leave

Paid Annual Leave may be taken for a period agreed between an Employee and the Employer. The Employer must not unreasonably refuse to agree to a request by the Employee to take paid Annual Leave.

6.1.6 Employer Direction to Take Annual Leave – Excessive Annual Leave

- (a) The Employer may direct an Employee to take a period of annual leave where the Employee has accrued an excessive amount of paid annual leave.
- (b) An excessive amount of annual leave is the equivalent of two (2) years' accrual. For example, eight (8) weeks leave balance for an Employee who has an entitlement of four (4) weeks per year.
- (c) The Employer will consult with the Employee regarding the taking of excessive leave entitlement. When a mutual agreement cannot be reached, the Employer may direct the Employee to take annual leave and will consult with the Employee in relation to the rostering of such leave.

6.1.7 Payment

- (a) Payment for Annual Leave will be paid for the Employee's Ordinary Hours of work, and, in the case of a Part-Time employee, the rostered hours per clause 3.3.1, at the Ordinary Rate.
- (b) In addition to the Ordinary Rate, and in respect of Annual Leave only (i.e., not Additional Annual Leave), an Employee is entitled to be paid:
 - (i) a loading of 17.5% of the Ordinary Rate for the period of Annual Leave taken; or
 - (ii) the value of the loadings that would have applied to Ordinary Hours had the Employee worked and not been on leave (on the actual or a projected roster);whichever is higher.
- (c) Annual leave loading is not payable on Annual Leave taken in advance, Additional Annual Leave or leave that accrues pursuant to work on a public holiday arrangement in accordance with clause 6.3.4(b).
- (d) If the roster cannot be projected then the calculation of shift penalties will be based on the average penalties paid to the Employee over the four (4) weeks immediately preceding the Annual Leave.
- (e) Payment for Annual Leave will be made on the usual pay date(s) in the payroll cycle. An Employee may request in writing to be paid in advance and the Employer shall not unreasonably refuse such a request.
- (f) Annual Leave shall be debited from an Employee's balance prior to any Additional Annual Leave. This is to provide clarity in relation to periods of leave where an Annual Leave loading is payable and where no loading is payable.
- (g) Leave loading does not apply to Peel Health Campus Employees employed before 27 January 2016 as outlined in subclause 1.7.2 - No Reduction.

Option to Trade Leave Loading for Additional 3.5 Days of Annual Leave

6.1.8 An Employee may elect to trade in their full entitlement to leave loading for additional leave subject to the following:

- (a) Taking of such leave will be subject to operational requirements. The Employer can request that the leave be taken by the giving of 24 hours' notice to the Employee.
- (b) Taking of leave must be at a time when a replacement employee is not required to perform the Employee's duties. If leave is not taken within the year of accrual, the Employer reserves the right to cancel the arrangement and reimburse the Employee the monetary value of the leave loading.
- (c) At the time the Employee elects to avail of this option, leave loading will be paid out for all accrued leave.
- (d) An Employee can only opt to cancel this arrangement at the beginning of their anniversary year.

6.1.9 Annual Leave on Termination

- (a) Upon termination of employment, payment in lieu of untaken Annual Leave entitlements will be made.

- (b) However, if an Employee has taken more annual leave than they were entitled to, the Employee will be liable to repay the amount of overused leave to the Employer. The Employer may deduct this amount from any monies due to the Employee at the time of termination.

6.1.10 Cashing out of Annual Leave

- (a) The Employee may elect to receive payment in lieu of annual leave (“cashing out” of paid annual leave) where the Employee’s remaining accrued entitlement is more than four (4) weeks.
- (b) Annual leave must not be cashed out if the cashing out would result in the Employee’s remaining accrued entitlement to annual leave being less than four (4) weeks.
- (c) Each time an Employee opts to cash out annual leave, it will be subject to a separate written agreement between the Employer and Employee.
- (d) The Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken that cashed out period of annual leave.

6.2 PERSONAL / CARER’S LEAVE

6.2.1 Paid Personal/Carer’s Leave

- (a) Full time Employees are entitled to receive 10 days of personal/carer’s leave per year (52 weeks) of service.
- (b) Entitlement accrues progressively according to the Employee’s Ordinary Hours and accumulates from year to year.
- (c) A Part-Time Employee accrues personal/carer’s leave entitlements pro-rata based on their Ordinary Hours of work.
- (d) Unused personal/carer’s leave entitlements accumulate from year to year and can be taken in subsequent years.
- (e) Employees may take the accrued personal/carer’s leave where:
 - (i) The Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or
 - (ii) To provide care or support to a member of the Employee’s immediate family or household, who requires care or support because of a personal illness, personal injury, or an unexpected emergency affecting the family or household member.
- (f) In this part **immediate family** means a child (including adopted, stepchild, or from a previous marriage), spouse (including interdependent and de-facto spouse partner), parent, grandparent, grandchild and sibling (including spouse’s child, parent, grandparent, grandchild or sibling). **Household** means a group of people living in the same domestic dwelling.

6.2.2 Unpaid Carer’s Leave

- (a) Where an Employee is not entitled to paid personal/carer’s leave (e.g., where there is no entitlement to paid personal/carer’s leave; or no paid personal/carer’s leave has yet been accrued; or the full amount of paid personal/carer’s leave has already been used), the Employee is entitled to unpaid carer’s leave.
- (b) All Employees, with consent of the Employer, are entitled to up to two (2) days unpaid carer’s leave for each occasion when a member of the Employee’s immediate family or household requires care or support because of a personal illness, personal injury, or an unexpected emergency.
- (c) The Employer may request a medical certificate or equivalent evidence of the family member or household member’s illness or injury.

6.2.3 Notifications and Evidence

- (a) Employees will notify the Employer of the need to take personal/carer’s leave as soon as is practicable. Employees should consider the smooth operation of the business

and provide notification prior to the start of a normal work day/shift where possible. Employees must also advise how long the expected period of absence will be.

- (b) Employees will complete the required notification on their return to work, for authorisation by the Employer.
- (c) Employees are not required to produce evidence for absences of two (2) days or less unless there have been two (2) such absences in a calendar year, when the Employer may at their discretion, request in writing a medical certificate or equivalent evidence of the Employee's or family member's illness or injury necessitating an Employee's absence in the following 12 months. Where it is not reasonably practicable to provide a medical certificate, a statutory declaration detailing the reasons for the absence can be provided.

6.2.4 Payment

Payment for personal/carer's leave will be paid at the Employee's Ordinary Rate for the Employee's Ordinary Hours in the period.

6.2.5 Personal/Carers Leave whilst on a period of Annual Leave

- (a) An Employee who would otherwise have taken paid personal/carer's leave had they not been on annual leave, will be entitled to utilise their paid personal/carer's leave entitlement in place of annual leave subject to the following:
 - (i) Application for replacement of paid Annual Leave by paid personal/carer's leave will be made within 7 days of resuming work.
 - (ii) The replaced Annual Leave will be re-credited to the Employee's Annual Leave entitlement. If leave loading has already been paid to the Employee, the replaced annual leave will not attract leave loading upon payment in the future.

6.2.6 Exclusions

The provisions of the personal/carer's leave clause with respect to payment do not apply to Employees who are entitled to payment under the *Workers' Compensation and Injury Management Act 1981*.

6.3 PUBLIC HOLIDAYS

6.3.1 The following days, or the days observed in lieu will, subject to the provisions of this clause, be allowed as holidays without deduction of pay:

- (a) New Year's Day, Australia Day, Good Friday, Easter Sunday, Easter Monday, Anzac Day, Labour Day, Western Australia Day, Sovereign's Birthday, Christmas Day and Boxing Day.
- (b) In the event that the State Government gazettes additional or alternative public holidays, the Employer will recognise the gazetted day(s) and the provisions of this Clause will apply to those days.
- (c) Provided that another day may be taken as a holiday by arrangement between the parties, in lieu of any of the days referred to in this subclause.
- (d) In such cases a loading of 150% will be paid during Ordinary Hours worked on any of the above-mentioned holidays in addition to the Employee's Ordinary Rate.

6.3.2 Subject to any State law to the contrary, where any of the days mentioned in subclause 6.3.1 falls on a Saturday or Sunday, such holiday will be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or a Monday, such holiday will be observed on the next succeeding Tuesday. In each case the substituted day will be deemed a holiday without deduction of pay in lieu of the day for which it is substantiated.

6.3.3 An Employee will be entitled to a day's pay in lieu of a Public Holiday, without deduction of pay, in respect of a Public Holiday which occurs during the Employee's Annual Leave.

6.3.4 Where an Employee is required to be on call on a Public Holiday they will be paid the applicable on call rate. For work performed during a period of recall on that day, they will be paid:

- (a) Double time and one half (i.e., Ordinary Rate plus 150%); or
- (b) An Employee may elect to be paid at Time and a half (i.e., Ordinary Rate plus 50%) and to take time off, equivalent to the time worked, at a time convenient to the Employer.

6.3.5 When Christmas Day falls on any day that is not a gazetted Public Holiday, Employees who work on that day will be paid at double time for hours worked on that day.

6.4 PARENTAL LEAVE

6.4.1 Parental Leave and related entitlements will be in accordance with the NES.

6.4.2 Paid Parental Leave

- (a) A permanent Employee who is entitled to parental leave in accordance with the NES, shall also be entitled to paid parental leave as set out below.
- (b) Upon an Eligible Employee commencing Parental Leave:
 - (i) An Eligible Employee, with at least 12 months continuous service, and who will be the Primary Carer at the time of the birth or adoption of the child, will be entitled to 8 weeks' Paid Parental Leave and superannuation in accordance with Clause 5.6 - Superannuation; or
 - (ii) An Eligible Employee who will be the Primary Carer at the time of the birth or adoption and has at least three years' continuous service will be entitled to 12 weeks of Paid Parental Leave.
- (c) Paid Parental Leave is in addition to any relevant Commonwealth Government paid parental leave scheme (subject to the requirements of any applicable legislation).
- (d) Such Leave will be paid during the ordinary pay periods corresponding with the period of the leave.
- (e) Paid Parental Leave will be paid at the Employee's Ordinary Rate of pay for the Employee's Ordinary Hours in the period and excludes all penalties and allowances.
- (f) A variation to the payment of Paid Parental Leave resulting in the Paid Parental Leave being spread over more than eight (8) weeks does not affect the period of continuous service recognised. For example, an Employee taking 16 weeks at half pay will, for the purpose of calculating continuous service, have eight (8) weeks of continuous service recognised. An Employee taking four (4) weeks at double pay will have eight (8) weeks of continuous service recognised.
- (g) The Paid Parental Leave prescribed by this clause will be concurrent with any relevant unpaid entitlement prescribed by the NES / this Agreement.

6.4.3 Casual shifts on parental leave

- (a) Full time Employees and part time Employees who are on periods of approved unpaid parental leave may work casual shifts with the Employer's approval, provided that:
 - (i) the period of parental leave is more than 2 weeks and less than 12 months;
 - (ii) this arrangement is to be regarded as a separate contract of employment. Hours worked will be paid in accordance with the rates applicable to Casual Employees under this Agreement; and
 - (iii) any work performed under this casual arrangement will not count as service in relation to the accrual of leave; and
 - (iv) Parental leave will run concurrently with the casual work performed. The casual work does not break or extend the entitlement to the single continuous period of parental leave under the Act.

6.5 COMPASSIONATE LEAVE

6.5.1 Employees (full-time and part-time) are entitled to three (3) days of paid compassionate leave paid at the Full Rate of Pay for each occasion when:

- (a) a member of the Employee's immediate family or household suffers a personal illness or injury that poses a serious threat to his or her life;
- (b) a member of the Employee's immediate family or household dies;
- (c) a child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive; or
- (d) the Employee or the Employee's current spouse or de facto partner has a miscarriage.

For the purposes of this clause, the term member of the Employee's immediate family or household means a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of an Employee; or a child, parent, grandparent, grandchild or sibling of the Employee's spouse or de facto partner. This term also includes step-relations (for example, step-parents and step-children) as well as adoptive relations.

6.5.2 Employees will notify the Employer of the request for compassionate leave as soon as is practicable. Employees should consider the smooth operation of the business and provide notification prior to the start of a normal work day/shift where possible. Employees must also advise how long the expected period of absence will be.

6.5.3 The Employer may request evidence of the need for compassionate leave at their discretion to determine if such leave will be approved.

6.6 FAMILY AND DOMESTIC VIOLENCE LEAVE

6.6.1 The Employer recognises that some Employees may experience family or domestic violence.

6.6.2 Family and domestic violence means violent, threatening or other abusive behaviour by a close relative of an Employee that:

- (a) seeks to coerce or control the Employee; and
- (b) causes the Employee harm or to be fearful.

6.6.3 A close relative of the Employee is a person who:

- (a) is a member of the Employee's immediate family; or
- (b) is related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

6.6.4 The Employer is strongly committed to the safety and wellbeing of Employees experiencing family and domestic violence and providing support in the form of leave, flexible working arrangements and access to support services where required.

6.6.5 The Employer is committed to proving support to Employees who experience family violence and fully respects the need for confidentiality. All personal information concerning family or domestic violence will be kept confidential in line with relevant legislation and will not be kept on an Employee's personnel file without the employee's express written permission.

6.6.6 Full consideration of all mitigating factors, including family and domestic violence experiences, will be taken into account when investigating performance or attendance issues that arise at work.

6.6.7 The Employer will identify an initial point of contact within Human Resources to assist in facilitating an Employee's request for leave.

6.6.8 The Employer will develop guidelines to supplement this clause which detail the appropriate action to be taken in the event that an Employee reports family or domestic violence.

Leave

6.6.9 An Employee may take 10 days' paid family and domestic violence leave per year (non-cumulative) if:

- (a) the Employee is experiencing family and domestic violence; and
- (b) the Employee needs to do something to deal with the impact of the family and domestic violence; and

- (c) it is impractical for the Employee to do that thing outside of the Employee's Ordinary Hours of work.
- 6.6.10 If an Employee exhausts their paid family and domestic violence leave entitlement in subclause 6.6.9, an Employee may request access to their existing leave entitlements.
- 6.6.11 Approval of leave pursuant to subclause 6.6.10 will be at the Employer's discretion, taking into consideration the Employee's particular circumstances at or around the incident of family or domestic violence.
- 6.6.12 Approved leave will be paid at the Employee's Ordinary Rate for their Ordinary Hours.
Individual Support
- 6.6.13 In order to provide support to Employees experiencing family violence and to provide a safe work environment for all employees, the Employer will consult with the affected Employees to consider what changes, if any and for what period, can be made in their workplace including flexible working arrangements.
- 6.6.14 Employees experiencing family or domestic violence will be encouraged to contact the Employer's Employee Assistance Program.
Notice and Evidence
- 6.6.15 An Employee must notify the appropriate Human Resources contact and/or their relevant manager of the taking of paid family and domestic violence leave as soon as reasonably practicable and advise the Employer of the period, or expected period, of the leave.
- 6.6.16 An Employee may be required to provide evidence that would satisfy a reasonable person that the paid family and domestic violence leave was taken for the reasons in subclause 6.6.9 including:
 - (a) A certificate issued by a registered Medical Practitioner, Nurse Practitioner or Paediatric Nurse, specifying the Employee's expected date of return to work;
 - (b) A document issued by the Police, court, a family violence support service, or a lawyer; or
 - (c) A statutory declaration completed by the Employee, where appropriate.

6.7 COMMUNITY SERVICE LEAVE

- 6.7.1 Employees are entitled to be absent from work in order to engage in an eligible community service activity.
- 6.7.2 Eligible community service activities are:
 - (a) Jury service (including attendance for jury selection); or
 - (b) A voluntary emergency management activity, i.e., dealing with an emergency or natural disaster as a member of a recognised emergency management body (e.g., Red Cross, State Emergency Service etc.).
- 6.7.3 Notifications and Evidence
 - (a) Employees will notify their manager of the need to take community service leave as soon as is practicable. In the case of a voluntary emergency management activity this may be after the absence has started. In the case of jury service this should be as soon as the Employee receives their summons to attend jury service. Employees must also advise how long the expected period of absence will be.
 - (b) Applications should be made to the relevant manager and evidence should also be supplied.
 - (c) For applications in advance, Employees should provide a Summons or Court Notification. Following completion of the community service, Statements of Service that confirm attendance and service provided by the court or emergency management body should be provided by the Employee.

6.7.4 Payment for Jury Service

- (a) If the Employee is required to attend jury service during their Ordinary Hours, the Employee will be paid by the Employer during this time, the Employee's Ordinary Rate for the Employee's Ordinary Hours in the period.
- (b) Where an Employee is entitled to a Jury Service payment from the court, the Employee will claim the payment in full and reimburse the amount to the Employer.

6.8 LONG SERVICE LEAVE

6.8.1 Entitlement and Eligibility

- (a) Employees will be entitled to 6.0662 weeks paid long service leave upon completion of seven (7) years of continuous service with the Employer and for the completion of each additional seven (7) years of continuous service.
- (b) An Employee's entitlement to long service leave will be in accordance with the provisions of this Agreement and the *Long Service Leave Act 1958 (WA)*, provided that should there be any inconsistency between that legislation and the provisions of this Agreement these provisions will prevail.
- (c) Part-Time and Casual Employees are entitled to long service leave on a pro-rata basis.
- (d) Long service leave does not accrue during periods of unpaid leave.

6.8.2 Payment

The Employee is entitled to payment for long service leave at their Ordinary Rate.

6.8.3 Taking Long Service Leave

- (a) Leave may be taken in weekly multiples. When the remaining portion of accrued leave entitlement is less than a week, the remainder may be taken in single days.
- (b) Long service leave may be taken on half pay for double the period.
- (c) Leave will be granted and taken within two (2) years of it being due unless agreed otherwise in writing by the Employer, provided that an Employee employed prior to 1 February 2005 who has entitlement to accrued long service leave will retain the right to accrue and take such leave in accordance with the state long service leave legislation.
- (d) An Employee who has been employed on a part-time basis during a qualifying period towards an entitlement of long service leave may elect to take a lesser period of long service leave, calculated by converting any portion of the part-time service to equivalent full-time service.
- (e) After an Employee has reached the first entitlement, the Employee may take the accrued long service leave as it falls due without waiting to complete a further period of seven (7) years' service. Such leave must be approved by the Employer and be taken to suit operational requirements.

6.9 DEFERRED SALARY SCHEME

6.9.1 To be eligible for this scheme, an Employee must be contracted to work at least 45 hours per fortnight and be a full time or Part-Time Employee for the entire period of the deferred salary scheme.

6.9.2 An Employee will have access to the 4/5 pay option, whereby they work for four (4) years at 80% pay and then take one (1) year off at 80% pay, in accordance with the following:

- (a) The agreement must be writing;
- (b) The accrued salary will be annualised over the fifth year;
- (c) The fifth year will be treated as continuous service; and
- (d) The leave may not be accrued unless the Employer agrees to accrue.

6.9.3 In deciding whether to support an Employee's request for this arrangement, the Employer will take into account operational requirements which may include restricting the number of

Employees allowed to work under this arrangement at any one time and/or staggering the timing of such arrangements.

- 6.9.4 An Employee may withdraw from the arrangement in writing. The Employee will then receive a lump sum payment equal to the accrued credit, paid at a mutually agreeable time but no later than three (3) months from the time of the Employee's withdrawal.
- 6.9.5 An Employee whose employment is terminated prior to the completion of the fourth year will be paid the accrued credit in their termination payment.
- 6.9.6 Any paid leave taken during the first four (4) years of the arrangement will be paid at 80% of the Employee's normal salary.
- 6.9.7 It is the responsibility of the Employee to investigate the impact of the arrangement on their superannuation and taxation.

6.10 LEAVE WITHOUT PAY

- 6.10.1 Employees can request periods of leave without pay where the Employee's accrued entitlements are exhausted.
- 6.10.2 Periods of leave without pay will not accrue or count towards service or experience. However, a period of leave without pay will not break continuous service.
- 6.10.3 Employees should apply in writing for leave without pay, outlining all of the details surrounding the application including the expected period of absence and reasons for the request, and provide as much notice as reasonably practicable.
- 6.10.4 The Employer will respond to applications for leave without pay considering the Employee's personal needs and commitments and the needs of the business.
- 6.10.5 The Employer has absolute discretion when determining whether to approve leave without pay requests.
- 6.10.6 Unless an organisational change occurs while the Employee is on leave without pay, the Employee can expect to return to their usual position upon return from leave. Should an organisational change occur that impacts on the Employee's position, the impact and alternatives will be discussed with the Employee at the time the change occurs.
- 6.10.7 No payment will be made for Employees absent from work on leave without pay. The accrual of other paid leave entitlements (e.g., annual leave, personal/carer's leave and long service leave) will cease during the period of leave without pay.

6.11 PROFESSIONAL DEVELOPMENT LEAVE

- 6.11.1 The Employer recognises the value in providing the opportunity for Employees to attend approved conferences, seminars, meetings or courses where the content is expected to significantly to their body of knowledge and therefore work performance.
- 6.11.2 Unless otherwise agreed, two (2) days paid professional development leave per accrual year will be granted to full time Employees, with a pro-rata entitlement for Part-Time Employees.
- 6.11.3 Professional development leave is non-cumulative.

6.12 ADDITIONAL LEAVE IN LIEU OF SALARY

- 6.12.1 Employees can opt for a proportion of their salary equivalent to a maximum of 152 hours cashed in for additional leave. This will be subject to the Employer's policy, and stated clearly in a written agreement between the Employer and the Employee.
- 6.12.2 It will remain the responsibility of the Employee who wishes to avail themselves of the option to purchase additional leave to seek advice concerning potential implications for taxation, superannuation, salary packaging and other benefits.

7. PART 7 – UNION MATTERS

7.1 WORKPLACE REPRESENTATIVES

- 7.1.1 The Employer recognises that trade unions have a legitimate interest in representing their members, be this in relation to compliance with awards and legislation, the representation of individual Employee in grievance processes, or in the negotiation of enterprise agreements.
- 7.1.2 The Employer acknowledges that accredited workplace Union representatives have an important role to play in the workplace and may be appointed as endorsed representatives of the Union.
- 7.1.3 Accredited Union workplace representatives will be able to responsibly perform their role without discrimination or victimisation in their employment.
- 7.1.4 In the normal course of events accredited Union representatives will consult with Union members during designated tea and meal breaks. However, if the issue is of an urgent nature, they are able to consult with members for a period of time considered appropriate by the Employer and subject to operational requirements.
- 7.1.5 Accredited Union representatives will have reasonable access to telephone, email, facsimile and photocopy facilities for the purpose of carrying out work as a Union workplace representative, subject to the approval of their immediate supervisor.
- 7.1.6 Accredited Union representatives will be able to place Union information on designated noticeboards provided for such purposes in the workplace subject to the information not being inappropriate.
- 7.1.7 At the request of the Union, the Employer may provide up to a maximum of 10 days paid leave each calendar year (as a combined total for all Union workplace representatives) to enable accredited Union representatives to attend appropriate Union education and training. Leave granted will be subject to operational requirements.
- 7.1.8 Should the Employer request, the Union will provide a copy of the relevant course outline prior to approval of the leave.
- 7.1.9 The purpose of these provisions is to build positive working relationships between the parties and to facilitate conciliation.


7.2 HSUWA MEMBER MEETINGS

- 7.2.1 HSUWA covered Employees will be entitled to two (2) x 20 minute paid Union meetings each year for the purposes of discussion, education, interpretation and application of clauses contained in this Agreement, company policy and other laws pertaining to matters in the workplace.
- 7.2.2 The meetings can also include education and training in addressing and resolving concerns in the workplace.
- 7.2.3 Members who are not on shift can attend these meetings in their own time and will not be paid for attending.
- 7.2.4 Two (2) weeks' notice in writing must be given to the hospital CEO or hospital HR Manager regarding the intention to hold a meeting. The day and time of the meeting will be arranged in consultation with the hospital CEO or hospital HR Manager and will be scheduled so as not to interfere with the operational requirements of the hospital.

8. PART 8 – SIGNATORIES

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)

17/11/2023
(date)

L7, 479 St Kilda Road, 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)

17/11/2023
(date)

L2, 479 St Kilda Road, Melbourne VIC 3004
(address of signatory)

For: **Health Services Union Western Australia Branch**

By: NAOMI MCCRAE
(print full name of signatory)


(signature)

BRANCH SECRETARY
(capacity in which signatory has authority to sign)

22 November 2023
(date)

8 COORDINATOR TCE PERTH
(address of signatory)

SCHEDULE A – MINIMUM SALARIES

- (a) The minimum rates of salaries to be paid to Employees covered by this Agreement are contained in the tables below.
- (b) Salary increases provided by this Agreement will be payable from the first full pay period (ffpp) on or after 27 January 2023 and 27 January 2024.

Salaries - Administration, technical, supervisory, and clerical Employees.

Classification	Salary						
	27-Jan-22	27-Jan-23 (ffpp on/after)			27-Jan-24 (ffpp on/after)		
		3.00%			3.00%		
		Annual	Weekly	Hourly	Annual	Weekly	Hourly
Level 1							
Under 18yrs	\$50,041.20	\$51,542.44	\$988.03	\$26.00	\$53,088.71	\$1,017.67	\$26.78
1st year	\$51,588.54	\$53,136.20	\$1,018.58	\$26.80	\$54,730.28	\$1,049.14	\$27.61
2nd year	\$53,181.78	\$54,777.23	\$1,050.04	\$27.63	\$56,420.55	\$1,081.54	\$28.46
3rd year	\$54,761.76	\$56,404.61	\$1,081.24	\$28.45	\$58,096.75	\$1,113.68	\$29.31
4th year	\$56,343.78	\$58,034.09	\$1,112.47	\$29.28	\$59,775.12	\$1,145.85	\$30.15
Level 2							
2.1	\$61,342.80	\$63,183.08	\$1,211.18	\$31.87	\$65,078.58	\$1,247.51	\$32.83
2.2	\$62,601.48	\$64,479.52	\$1,236.03	\$32.53	\$66,413.91	\$1,273.11	\$33.50
2.3	\$64,467.06	\$66,401.07	\$1,272.86	\$33.50	\$68,393.10	\$1,311.05	\$34.50
2.4	\$66,667.20	\$68,667.22	\$1,316.30	\$34.64	\$70,727.23	\$1,355.79	\$35.68
2.5	\$68,377.74	\$70,429.07	\$1,350.08	\$35.53	\$72,541.94	\$1,390.58	\$36.59
Level 3							
3.1	\$69,334.50	\$71,414.54	\$1,368.97	\$36.03	\$73,556.97	\$1,410.04	\$37.11
3.2	\$70,049.52	\$72,151.01	\$1,383.09	\$36.40	\$74,315.54	\$1,424.58	\$37.49
3.3	\$71,288.82	\$73,427.48	\$1,407.55	\$37.04	\$75,630.31	\$1,449.78	\$38.15
3.4	\$73,054.44	\$75,246.07	\$1,442.42	\$37.96	\$77,503.46	\$1,485.69	\$39.10
Level 4							
4.1	\$74,555.88	\$76,792.56	\$1,472.06	\$38.74	\$79,096.33	\$1,516.22	\$39.90
4.2	\$76,810.08	\$79,114.38	\$1,516.57	\$39.91	\$81,487.81	\$1,562.07	\$41.11
4.3	\$79,309.08	\$81,688.35	\$1,565.91	\$41.21	\$84,139.00	\$1,612.89	\$42.44
4.4	\$82,416.00	\$84,888.48	\$1,627.25	\$42.82	\$87,435.13	\$1,676.07	\$44.11
Level 5							
5.1	\$84,128.58	\$86,652.44	\$1,661.07	\$43.71	\$89,252.01	\$1,710.90	\$45.02
5.2	\$86,487.84	\$89,082.48	\$1,707.65	\$44.94	\$91,754.95	\$1,758.88	\$46.29
5.3	\$88,909.32	\$91,576.60	\$1,755.46	\$46.20	\$94,323.90	\$1,808.12	\$47.58
5.4	\$91,401.18	\$94,143.22	\$1,804.66	\$47.49	\$96,967.51	\$1,858.80	\$48.92

Ramsay Health Care Western Australia, HSU, Health Professionals, Administrative, Clerical and Technical
Employees Enterprise Agreement 2023

Classification	Salary						
	27-Jan-22	27-Jan-23 (ffpp on/after)			27-Jan-24 (ffpp on/after)		
		3.00%			3.00%		
		Annual	Weekly	Hourly	Annual	Weekly	Hourly
Level 6							
6.1	\$96,205.38	\$99,091.54	\$1,899.52	\$49.99	\$102,064.29	\$1,956.50	\$51.49
6.2	\$99,776.40	\$102,769.69	\$1,970.02	\$51.84	\$105,852.78	\$2,029.13	\$53.40
6.3	\$104,844.78	\$107,990.12	\$2,070.10	\$54.48	\$111,229.83	\$2,132.20	\$56.11
Level 7							
7.1	\$107,553.90	\$110,780.52	\$2,123.59	\$55.88	\$114,103.93	\$2,187.29	\$57.56
7.2	\$110,987.22	\$114,316.84	\$2,191.38	\$57.67	\$117,746.34	\$2,257.12	\$59.40
7.3	\$114,546.00	\$117,982.38	\$2,261.64	\$59.52	\$121,521.85	\$2,329.49	\$61.30
Level 8							
8.1	\$119,745.96	\$123,338.34	\$2,364.31	\$62.22	\$127,038.49	\$2,435.24	\$64.09
8.2	\$124,008.54	\$127,728.80	\$2,448.47	\$64.43	\$131,560.66	\$2,521.93	\$66.37
Level 9							
9.1	\$130,461.06	\$134,374.89	\$2,575.87	\$67.79	\$138,406.14	\$2,653.15	\$69.82
9.2	\$134,948.04	\$138,996.48	\$2,664.47	\$70.12	\$143,166.38	\$2,744.40	\$72.22
Level 10							
10.1	\$139,859.34	\$144,055.12	\$2,761.44	\$72.67	\$148,376.77	\$2,844.28	\$74.85
10.2	\$147,762.30	\$152,195.17	\$2,917.48	\$76.78	\$156,761.02	\$3,005.00	\$79.08

Salaries - Specified Callings and Other Professionals

Classification	Salary						
	27-Jan-22	27-Jan-23 (ffpp on/after)			27-Jan-24 (ffpp on/after)		
		3.00%			3.00%		
		Annual	Weekly	Hourly	Annual	Weekly	Hourly
Level 1							
P1.1	\$72,086.46	\$74,249.05	\$1,423.30	\$37.46	\$76,476.53	\$1,466.00	\$38.58
P1.2	\$76,517.34	\$78,812.86	\$1,510.79	\$39.76	\$81,177.25	\$1,556.11	\$40.95
P1.3	\$84,327.48	\$86,857.30	\$1,665.00	\$43.82	\$89,463.02	\$1,714.95	\$45.13
P1.4	\$88,973.58	\$91,642.79	\$1,756.73	\$46.23	\$94,392.07	\$1,809.43	\$47.62
P1.5	\$98,241.30	\$101,188.54	\$1,939.72	\$51.05	\$104,224.20	\$1,997.91	\$52.58
P1.6	\$105,878.04	\$109,054.38	\$2,090.50	\$55.01	\$112,326.01	\$2,153.21	\$56.66

Classification	Salary						
	27-Jan-22	27-Jan-23 (ffpp on/after)			27-Jan-24 (ffpp on/after)		
		3.00%			3.00%		
		Annual	Weekly	Hourly	Annual	Weekly	Hourly
Level 2							
P2.1	\$109,207.32	\$112,483.54	\$2,156.23	\$56.74	\$115,858.05	\$2,220.92	\$58.45
P2.2	\$112,484.58	\$115,859.12	\$2,220.94	\$58.45	\$119,334.89	\$2,287.57	\$60.20
P2.3	\$117,492.78	\$121,017.56	\$2,319.82	\$61.05	\$124,648.09	\$2,389.42	\$62.88
Specialist Coordinator							
Year 1	\$122,887.56	\$126,574.19	\$2,426.34	\$63.85	\$130,371.41	\$2,499.13	\$65.77
Year 2	\$125,345.76	\$129,106.13	\$2,474.88	\$65.13	\$132,979.32	\$2,549.12	\$67.08
Manager	\$130,063.26	\$133,965.16	\$2,568.02	\$67.58	\$137,984.11	\$2,645.06	\$69.61

- (a) An Employee, who is 18 years of age or older on appointment to a classification equivalent to Level 1, may be appointed to the minimum rate of pay based on years of service, not on age.
- (b) Progression within classifications will be by annual increment subject to the Employee's satisfactory performance over the proceeding twelve months.
- (c) If an Employee does not progress through their annual increment due to being deemed not to have performed satisfactorily, that Employee's performance will be reviewed on a monthly basis, and progression will occur in the next pay period after when the Employee demonstrates satisfactory performance. Progression will not be unreasonably denied.
- (d) An Employee who has worked an average of 20 hours per week, or less, in a year shall be required to work a further 12 months before being eligible for advancement to the next experience increment (if any) within the level in which the Employee is employed. However, the Employee can progress to the next increment level if a total of 1,864 hours are worked over a period greater than one year and less than two years. Increment advancement will apply from the first full pay period upon reaching these hours.
- (e) Should an Employee move to a higher level, that Employee will commence on the first increment of that new pay rate unless otherwise agreed.
- (f) An Employee classified as a therapy assistant level 2, will be classified at level 3, upon application and successfully meeting the prescribed criteria in Schedule C - Therapy Assistant Elevation to Level 3 Criteria.

Salaries - Specified Callings and Other Professionals

- (a) Employees who are employed in the calling of Biomedical Engineer, Medical Imaging Technologist, Dietician, Occupational Therapist, Physiotherapist, Social Worker, Librarian, Speech Pathologist, Audiologist, Psychologist, Orthotist, Certified Clinical Perfusionist, Orthoptist, Research Officer, or any other professional calling as agreed between the Union and Employer, will be entitled to Annual Salaries below.
- (b) Subject to paragraph (c) of this subclause, on appointment or promotion to the Level P1 under this clause:
 - (i) Employees, who have completed an approved three year academic tertiary qualification, relevant to their calling, will commence at level P1.1.

- (ii) Employees, who have completed an approved 4 year degree, relevant to their calling, will commence at level P1.2.
- (iii) Employees, who have completed an approved Masters or PhD, and an approved undergraduate degree relevant to their calling, will commence at P1.3.
- (iv) Employees, who have completed an approved graduate master's degree, but have not completed an approved undergraduate degree relevant to their calling will commence on level P1.2.
- (v) Provided that Employees who attain a higher tertiary level qualification after appointment will not be entitled to any advanced progression through the range.
- (c) The Employer, in allocating levels pursuant to subclause (a) of this clause, may determine a commencing salary above Level P 1.2 for a particular calling/s.
- (d) Progression within classifications will be by annual increments subject to the Employee's satisfactory performance over the preceding twelve months.
- (e) If an Employee does not progress through their annual increment due to being deemed not to have performed satisfactorily, that Employee's performance will be reviewed on a monthly basis, and progression will occur in the next pay period after when the employee demonstrates satisfactory performance. Progression will not be unreasonably denied.
- (f) An Employee who has worked an average of 20 hours per week, or less, in a year shall be required to work a further 12 months before being eligible for advancement to the next experience increment (if any) within the level in which the Employee is employed. However, the employee can progress to the next increment level if a total of 1,864 hours are worked over a period greater than one year and less than two years. Increment advancement will apply from the first full pay period upon reaching these hours.
- (g) With regard to organisational needs, an Employee at classification level P 1.5 will be classified to classification level P 2 upon application and successfully meeting the prescribed criteria in Schedule B – Senior Health Professional Level P 2 Competencies.
- (h) The weekly salary will be computed by dividing the annual salary by 52.1667. The hourly rate will be calculated by dividing the weekly salary by 38.
- (i) The parties will review the salary rates in this Agreement should the total wage prescribed by this Agreement for any classification fall below that prescribed in the Health Professionals and Support Services Award 2020.

SCHEDULE B – SENIOR HEALTH PROFESSIONAL LEVEL P2 COMPETENCIES

Level 2 (Clinical Senior) Competencies

Level 2 is a Senior Health Professional position. The Senior Health Professional (P 2) classification will deliver professional services independently, seeking guidance as required.

Decision making standards

The Health Professional will make independent decisions that impact on practice at this level.

The level 2 Health Professional will seek guidance from the higher-level professionals as required.

ESSENTIAL CRITERIA

Applicant must provide documented evidence (i.e., professional portfolio) demonstrating the following:

Clinical Practice

- Expertise in area of required clinical practice.
- Demonstration of thorough professional knowledge of methods and principles of practice and skills across relevant client group and practice area. This may include evidence of participation in further training and development.
- Ability to make independent clinical decisions (without direct supervision, as appropriate).
- Evidence of ability to act as clinical consultant to staff providing interventions in area of clinical speciality.
- Ability to plan and implement assessments, treatment interventions and discharge planning at advanced level of practice.
- Ability to apply risk assessment principles to clinical practice.
- Demonstrated problem solving abilities – with high level trouble shooting and resolution of issues within area of expertise.

Education

- Demonstrated commitment to maintain and upgrade professional skills through further education & reflective practice.
- Evidence of initiating and independently undertaking quality improvement and /or research projects.
- Ability to devise/ and evaluate / evidence-based practice treatment protocols.
- Experience in providing clinical education and supervision to junior staff and students.
- Completion of Preceptor or Student Clinical education courses.
- Consistent performance as evidenced by previous Performance reviews, including adherence with Ramsay Values.

Management

- Proven highly effective verbal and written communication in a teaching and clinical setting
- Excellent time management skills.
- Proven ability to participate in clinical policy and program development.
- Extensive experience working effectively in multi-disciplinary teams.
- Liaison with external stakeholders and other Employer Hospitals in the implementation and evaluation of advanced services.

SCHEDULE C – THERAPY ASSISTANT ELEVATION TO LEVEL 3 CRITERIA

To be considered for progression to level three Therapy Assistant, the applicant must meet all of the mandatory criteria and at least two of the desirable criteria.

Submission to be progressed to a level three Therapy Assistant will be assessed by two or more senior therapists, likely the department manager and one other manager or senior therapist.

Mandatory

- Satisfactory performance assessment and reference/recommendation by the Therapy Assistant's immediate manager or department manager.
- A minimum of four years working in the Therapy Assistant role as a Ramsay Employee.
- A portfolio detailing professional development, reflective practice, mentoring.
- Demonstrated competence in the role of Therapy Assistant.

Two of the following desirable criteria

- Member of a professional body or special interest group e.g., APA, Cancer WA, etc.
- Undertaking regular administration tasks that would otherwise be undertaken by Therapists e.g., auditing, equipment ordering, database management.
- Evidence of regular participation in quality improvement projects.
- Be a member of a hospital committee e.g., OHS rep, etc.
- Orientation of new staff and supervision of allied health assistant's students.
- Once deemed competent by the OT/Physiotherapist, is able to facilitate an exercise or education class with indirect supervision.

SCHEDULE D - CLASSIFICATION LEVELS

Each level assumes that an Employee is able to perform all the competencies at the lower levels.

Level	Task	Judgement and Problem Solving	Autonomy and Supervision	Influence and Impact
1	<p>A range of straightforward and/or repetitive tasks with instructions</p> <p>Under instructions and with assistance, occasionally performs some more complex tasks</p> <p>Task competency and knowledge acquired through on the job training and/or short courses consistent with training for level</p> <p>Tasks require a basic level of written and verbal communication skills</p>	<p>Basic problems that are recurring and similar in nature</p> <p>Some problems may require the interpretation of procedures and instructions</p> <p>Determine when to refer and when to seek assistance when dealing with more complex tasks</p> <p>Prioritise tasks on a day to day basis</p>	<p>Close or continuous supervision and direction</p> <p>May work with limited or indirect supervision</p>	<p>Required to interact with others</p> <p>Impact is limited to own role but may be required to assist the immediate team</p>
2	<p>Combination of straightforward and moderately complex and/or recurring tasks with limited instruction or assistance</p> <p>Tasks require moderate levels of written and verbal communication skills</p> <p>Tasks require a sound working knowledge of relevant trade, technical and/or administrative practices</p> <p>Tasks require a basic level of creative thinking, planning or design function</p> <p>Application of specific knowledge and skills across technologies, assignments or trades</p>	<p>Solve standard problems within an established framework</p> <p>Collect and assess information in accordance with clear procedures</p> <p>Limited discretion to vary tasks</p> <p>Basic level of creative thinking and analysis required to solve problems</p> <p>Choose from a range of pre-defined solutions</p> <p>Use operational experience to contribute to basic process improvements</p> <p>Some scope to suggest minor changes to procedures or work instructions within own area of work.</p>	<p>Work with indirect supervision and autonomously in standard circumstances</p> <p>General direction, assistance or guidance is available for non-standard or more complex tasks</p> <p>Generally responsible for own work on a day-to-day basis</p>	<p>Request and provide information from others</p> <p>Impact generally affects operational efficiency of own work and work area</p>

Level	Task	Judgement and Problem Solving	Autonomy and Supervision	Influence and Impact
3	<p>Moderately complex tasks with greater variety</p> <p>Tasks require an in-depth working knowledge of a wide-range of areas or specialist knowledge in a particular area</p> <p>Tasks require some interpretation and analysis</p> <p>Tasks require moderate levels of creative thinking, planning and design functions</p> <p>Interpret and advise on policies, systems, manuals, rules, procedures or guidelines</p>	<p>Solve range of problems which require some judgement and initiative</p> <p>Consider most appropriate procedure and/or solution within scope of role</p> <p>Some initiative is required but solutions will generally be defined from previous situations</p> <p>Use operational experience to actively monitor and contribute to process improvements within scope of role</p>	<p>Work with indirect supervision in most circumstances</p> <p>Direct supervision is available in some specialist roles that work in an Acute setting but would mainly work autonomously</p> <p>May provide guidance to others in the work area</p> <p>May supervise others' work</p> <p>Plan and organise own time</p>	<p>May influence and/or impact on wider work area</p> <p>May be required to interpret information to suggest a possible course of action</p>
4	<p>Advanced knowledge of processes that require specialised skills</p> <p>Knowledge typically acquired through more advanced specialised training and/or education and/or experience</p> <p>Require an understanding of broader context and peripheral reasoning regarding relevant policies, procedures and systems</p> <p>Tasks are complex and varied</p>	<p>Problems can be varied and may require analysis before a solution is identified</p> <p>Discretion to innovate within own function and take responsibility for outcomes</p> <p>Decisions may impact other work areas</p> <p>Requisite to consider wider implications</p> <p>Regular use of initiative is required</p> <p>Continuously reviews and suggests process improvements within department</p>	<p>Generally work with limited supervision/direction, assistance or guidance to perform and complete tasks on a daily basis</p> <p>Direction is not always available, however direct supervision is available in some specialist roles that work in an Acute setting but would mainly work autonomously</p> <p>May supervise others</p>	<p>Provide advice in a range of circumstances and topics related to scope of role</p> <p>Liaise with wider business areas</p> <p>Provide reasoned arguments to basic issues</p> <p>Likely to influence wider work area</p>

Level	Task	Judgement and Problem Solving	Autonomy and Supervision	Influence and Impact
5	<p>Apply substantial theoretical and technical knowledge and experience to a range of issues and circumstances requiring considerable independent analysis and interpretation</p> <p>Provide expert advice or instruction to internal and/or external stakeholders in relation to a specialised area</p> <p>Knowledge may be acquired from extensive training, education and/or experience</p>	<p>Independent application of knowledge to determine solutions</p> <p>Modify and adapt techniques</p> <p>Research and analyse a situation to propose new responses or solutions</p> <p>Discretion to modify work processes and procedures to achieve better outcomes</p> <p>Decisions and processes are likely to impact other work areas</p>	<p>Direction provided where requested</p> <p>Guidance is provided and is outcome/objective focussed</p> <p>May supervise others</p>	<p>Decision making is supported by rational and well researched argument, and is well communicated within a specific work area or speciality</p> <p>May be required to accommodate a range of interests or views when determining solutions</p> <p>May interact with internal and external stakeholders</p>
6	<p>Adapt technique and manage situations from principles rather than procedures</p> <p>Develop, review or evaluate policies, programs or initiatives that usually impact beyond the immediate area of responsibility, or requiring comprehensive contextual knowledge</p> <p>Be a recognised authority within the business in a specialised area</p> <p>Develop or apply new principles, policy and/or technology</p>	<p>Adapt and respond to uncommon or new situations</p> <p>Problems may not be well defined and solutions require review of options, interpreting information and making judgements based on varying information and individuals</p> <p>Has some independence to determine and decide appropriate course of action to solve problems as they arise</p> <p>Some roles will provide key advice on management or technical issues at department level or equivalent</p> <p>Problems and decisions concern a variety of matters and will often relate to other areas of the business</p>	<p>Supervision is indirect and mainly provided in the form of guidance</p> <p>Proactively deal with varied situations with limited guidance</p> <p>May have management responsibility for a function or team</p>	<p>Interaction aimed at influencing and motivating others</p> <p>Liaise with others on a wide variety of work matters</p> <p>Provides full analysis and recommendations which usually influences and impacts a number of work areas</p> <p>Highly developed communication skills required</p>

Level	Task	Judgement and Problem Solving	Autonomy and Supervision	Influence and Impact
7	<p>Tasks require significant creative, planning and management contribution</p> <p>Responsibility for or impact on significant resources</p> <p>Take a leading operational role</p> <p>Responsibilities commonly require significant planning, liaison, consultation and negotiation</p>	<p>May allocate resources within constraints established by senior management</p> <p>Problems are often not clearly defined and are constant</p> <p>Some roles will provide key advice on management or technical issues at business level</p>	<p>Supervision is mostly indirect and there is a high level of autonomy</p> <p>Manage programs and/or projects and/or teams and influence longer term priorities and objectives.</p> <p>Apply discretion in their area of expertise/team and provide a high level of advice in a specialised area of complexity</p>	<p>Take a leading operational role in the development or review of policies or programs using comprehensive knowledge relating to scope of role</p> <p>Role may involve external stakeholder engagement and/or a comprehensive knowledge of external opportunities, regulations or requirements</p> <p>Tasks are conducted knowing that they can have a business wide impact</p> <p>Highly developed communication skills</p> <p>Some strategic influence may be required</p>
8	<p>Tasks requiring conceptualisation, development, review and accountability</p> <p>Accountable for the achievement of objectives and management of programs affecting a significant organisational area</p>	<p>Discretion to allocate resources according to department priorities</p> <p>Determine department based solutions to business wide objectives</p>	<p>High level of autonomy over decision making of self and team</p> <p>Management responsibility, usually for diverse activities</p> <p>Will usually have leadership accountabilities for a team</p>	<p>Interaction with own team and others aimed at influencing, motivating and changing behaviours</p> <p>Significant supporting, counselling and influencing is required</p> <p>Negotiate with a wide variety of stakeholders on a broad range of issues</p> <p>Moderate level of commercial acumen required</p> <p>Moderate level of strategic influence required</p>

Level	Task	Judgement and Problem Solving	Autonomy and Supervision	Influence and Impact
9/10	Task outcomes likely to affect multiple areas of the business Tasks require enterprise thinking High level of accountability for task outcomes at a business level Tasks require LEAN approach for continuous improvement	Problem solving may require a departure from established patterns Establish business wide solutions for business wide objectives Day to day situations may be vague and there may be little data upon which to make a decision Initiative is required to develop, improve and/or modify existing approaches	Autonomy to plan the strategic direction of their department/function Influence the strategic plans of the broader business	High level of commercial acumen required High level of strategic influence required

Determination of whether role is 9 or 10 is dependent upon market rate comparatives

SCHEDULE E – CLASSIFICATION REVIEW PROCESS

- (1) The Employer should allocate a salary classification level in accordance with the value of the position taking account of internal and external relativity's relevant to the position, and in accordance with relevant Wage Principles of the Western Australian Industrial Relations Commission. In arriving at an appropriate salary level, the Employer will also have due regard for any qualifications which may be a prerequisite for carrying out the position.
- (2) An Employee may request a review of the classification allocated in accordance with above or, at any time, where a significant change in duties and responsibilities has occurred. Such a request will be made in accordance with **Appendix A- Classification Review**.
- (3) No more than one application for a classification review can be made by an Employee in any twelve month period unless a position is restructured.
- (4) If the Employee disagrees with the result of the review, the Employee may enter into negotiations with the Employer with a view to settling the disagreement in accordance with the Dispute Resolution clause in this Agreement.
- (5) The effective date for any change in classification level will be the date upon which the letter of request is served upon the Employer.

APPENDIX A – CLASSIFICATION REVIEW

The Employee is required to work in accordance with their job description and the Employer's policies and procedures. The Employer may direct an Employee to carry out such duties as are within the limits of the Employee's skills and training, provided that such duties are not designed to promote deskilling.

The salary classification of a particular position will be established having regard to the work value of the position, competencies required for that position, and appropriate relativities.

If a job description of a particular position varies then the Employer will consider whether the changes are of such a substantial nature that the classification of the position needs to be reviewed. The Employer will discuss the situation with the Employee.

In general, reclassification requests will only be considered where a significant increase in work value or a change in the competencies required to complete the work is demonstrated. While comparisons with other similar positions will be considered in evaluating the request for reclassification, comparisons should not be relied on to justify a reclassification.

WORK VALUE DEFINITION

Work value for the purpose of reclassification of positions is defined according to the Wage Principles of the Western Australian Industrial Relations Commission as defined in the following extract:

Changes in work value may arise from changes in the nature of the work, skill and responsibility required or the conditions under which work is performed. Changes in work by themselves may not lead to a change in wage rates. The strict test for an alteration in wage rates is that the change in the nature of the work should constitute such a significant net addition to the work requirements as to warrant the creation of a new classification or upgrading to a higher classification.

In addition to meeting this test a party making a work value application will need to justify any change to wage relativities that might result not only within the relevant Agreement classifications structure but also against external classifications to which that structure is related. There must be no likelihood of wage "leapfrogging" arising out of changes in relative position.