

**RAMSAY HEALTH CARE**

**QUEENSLAND SUPPORT SERVICES**  
**ENTERPRISE AGREEMENT**

**2023 - 2026**

<b>CLAUSE</b>	<b>CONTENTS</b>	<b>PAGE</b>
<b>1.</b>	<b>PART 1 – PRELIMINARY .....</b>	<b>1</b>
1.1	<i>Title .....</i>	<i>1</i>
1.2	<i>Date of Operation.....</i>	<i>1</i>
1.3	<i>Scope of Agreement .....</i>	<i>1</i>
1.4	<i>Replacement of Previous Agreement.....</i>	<i>1</i>
1.5	<i>Relationship with National Employment Standards (NES) .....</i>	<i>1</i>
1.6	<i>Access to the Agreement and the National Employment Standards (NES).....</i>	<i>1</i>
1.7	<i>Definitions.....</i>	<i>2</i>
1.8	<i>Variations Other Than Set-out in This Agreement .....</i>	<i>2</i>
1.9	<i>No Extra Claims Undertakings.....</i>	<i>2</i>
1.10	<i>Renegotiation of Agreement.....</i>	<i>2</i>
<b>2.</b>	<b>PART 2 – CONSULTATION AND DISPUTE RESOLUTION.....</b>	<b>3</b>
2.1	<i>Consultation .....</i>	<i>3</i>
2.2	<i>Consultation due to the introduction of major change.....</i>	<i>3</i>
2.3	<i>Grievance and Dispute Settlement Procedure .....</i>	<i>5</i>
<b>3.</b>	<b>PART 3 – GENERAL TERMS AND CONDITIONS .....</b>	<b>6</b>
3.1	<i>Contract of Employment .....</i>	<i>6</i>
3.2	<i>Full-time Employee .....</i>	<i>6</i>
3.3	<i>Part-Time Employees.....</i>	<i>6</i>
3.4	<i>Casual Employees .....</i>	<i>6</i>
3.5	<i>Incidental or Peripheral Tasks .....</i>	<i>7</i>
3.6	<i>Individual Flexibility Agreements .....</i>	<i>7</i>
3.7	<i>Termination of Employment .....</i>	<i>8</i>
3.8	<i>Termination of Employment due to Redundancy .....</i>	<i>9</i>
<b>4.</b>	<b>PART 4 – WAGES, CLASSIFICATIONS, SUPERANNUATION, ALLOWANCES AND WAGE RELATED MATTERS</b>	<b>11</b>
4.1	<i>Rates of Pay.....</i>	<i>11</i>
4.2	<i>Recognition of Prior Service.....</i>	<i>11</i>
4.3	<i>Junior Rates .....</i>	<i>11</i>
4.4	<i>Classifications .....</i>	<i>12</i>
4.5	<i>Payment of Wages .....</i>	<i>12</i>
4.6	<i>Higher Duties /Relieving at a Higher Classification.....</i>	<i>12</i>
4.7	<i>Superannuation .....</i>	<i>12</i>
4.8	<i>Uniforms and Uniform Allowance.....</i>	<i>13</i>
4.9	<i>On-Call Allowance .....</i>	<i>14</i>
4.10	<i>X-Ray Allowance.....</i>	<i>15</i>
4.11	<i>Leading Hand Allowance.....</i>	<i>15</i>
4.12	<i>Meal allowance .....</i>	<i>15</i>
<b>5.</b>	<b>PART 5 – HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK AND WEEKEND WORK .....</b>	<b>16</b>
5.1	<i>Ordinary Hours of Work .....</i>	<i>16</i>
5.2	<i>Rostering arrangements.....</i>	<i>16</i>
5.3	<i>Accrued Day Off.....</i>	<i>17</i>
5.4	<i>Afternoon and Night Shift .....</i>	<i>18</i>
5.5	<i>Weekend Work.....</i>	<i>18</i>
5.6	<i>Overtime.....</i>	<i>18</i>
5.7	<i>Meal Breaks.....</i>	<i>20</i>
5.8	<i>Rest Pauses.....</i>	<i>20</i>
<b>6.</b>	<b>PART 6 – LEAVE AND PUBLIC HOLIDAYS .....</b>	<b>21</b>
6.1	<i>Annual Leave .....</i>	<i>21</i>
6.2	<i>Extra leave – on call.....</i>	<i>23</i>
6.3	<i>Public Holidays.....</i>	<i>23</i>
6.4	<i>Personal/Carer’s Leave.....</i>	<i>24</i>
6.5	<i>Long Service Leave.....</i>	<i>26</i>
6.6	<i>Parental Leave .....</i>	<i>27</i>
6.7	<i>Compassionate Leave.....</i>	<i>28</i>

<b>CLAUSE</b>	<b>CONTENTS</b>	<b>PAGE</b>
6.8	<i>Paid Family and Domestic Violence Leave</i> .....	28
6.9	<i>Community Service Leave</i> .....	28
6.10	<i>Jury Service</i> .....	29
<b>7.</b>	<b>PART 7 - MISCELLANEOUS</b> .....	<b>30</b>
7.1	<i>Commitment to Training and Careers</i> .....	30
7.2	<i>Applications for Professional Development Support</i> .....	30
7.3	<i>Anti-Discrimination</i> .....	31
7.4	<i>Union Delegates</i> .....	31
7.5	<i>Advertising of Vacancies and Contracting</i> .....	32
<b>SCHEDULE A – WAGE RATES</b> .....		<b>33</b>
<b>SCHEDULE B – CLASSIFICATION DEFINITIONS</b> .....		<b>34</b>
<b>SCHEDULE C – VOLUNTARY 12 HOUR SHIFTS</b> .....		<b>38</b>
<b>SIGNATORIES TO AGREEMENT</b> .....		<b>41</b>

## 1. PART 1 – PRELIMINARY

### 1.1 Title

This Agreement will be known as the Ramsay Health Care Queensland Support Services Enterprise Agreement 2023-2026 (**Agreement**).

### 1.2 Date of Operation

This Agreement will commence seven days after receiving approval from Fair Work Commission (**FWC**) and has a nominal expiry date of 30 June 2026. It will remain in operation until it is terminated or replaced in accordance with the Fair Work Act 2009 (**the Act**).

### 1.3 Scope of Agreement

1.3.1 This Agreement covers and applies to:

- (a) Ramsay Health Care Australia Pty Limited, Ramsay Professional Services Pty Ltd, Gold Coast Day Hospitals Pty Ltd and Pindara Day Procedure Centre Pty Ltd (**Ramsay or the Employer**);
- (b) subject to clause 1.3.3, Support Services Employees of the Employer whose classification falls within the classification structure set out in Schedule B and whose place of employment is at a Ramsay Queensland Facility defined in clause 1.3.2 (**Employees**); and
- (c) subject to the FWC decision to approve the Agreement, the Australian Workers' Union and the Australian Municipal, Administrative, Clerical and Services Union.

1.3.2 A Ramsay Queensland Facility is a health facility in Queensland that is part of Ramsay Health Care and that falls within the meaning of a **private health facility** as defined in section 9 of the Private Health Facilities Act 1999 (Qld). Short Street Day Surgery and Pindara Day Surgery are both a Ramsay Queensland Facility for the purposes of this Agreement.

1.3.3 The Agreement excludes:

- (a) employees at Greenslopes Private Hospital who are covered by the *Ramsay Health Care Greenslopes Private Hospital Support Services Employees Enterprise Agreement 2023-2026* (or any replacement Agreement); and
- (b) employees covered by the *Ramsay Health Care Australia Pty Ltd (Ramsay Health Care), Clerical Employees and the Australian Municipal, Administrative, Clerical and Services Union – Queensland Together Branch, Enterprise Agreement, Queensland 2019-2022* (or any replacement Agreement).

### 1.4 Replacement of Previous Agreement

This Agreement replaces the Ramsay Health Care Australia Pty. Ltd., The Australian Workers' Union and Support Services Employees' Enterprise Agreement 2014-2018. It operates to the exclusion of any other enterprise agreement or modern award.

### 1.5 Relationship with National Employment Standards (NES)

This Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

### 1.6 Access to the Agreement and the National Employment Standards (NES)

This Agreement and a summary of the NES will be accessible to Employee via the Employer's intranet or on the FWC website.

**1.7 Definitions**

- 1.7.1 *Union* means the Australian Workers' Union and/or the Australian Municipal, Administrative, Clerical and Services Union.
- 1.7.2 *Non-Continuous Shiftworker* means an Employee whose work is regularly rotated in accordance with a roster which prescribes two or more shifts each day (encompassing day shifts, Afternoon Shifts or Night Shifts) but does not cover a 24 hour per day period over 7 days each week of the year.
- For example, a Theatre employee who works 60% day shifts and 40% afternoon shifts would be a non-continuous shift worker under this definition.*
- 1.7.3 *Continuous Shiftworker* means an Employee whose work is organised within a roster pattern which meets all the following criteria:
- (a) work is performed in rotation on day shifts, Afternoon Shifts and Night Shifts;
  - (b) those three shifts are worked over 24 hours per day;
  - (c) those shifts are worked over seven days each week, and
- who works this roster pattern, and at least 20 of each of the three shifts, in a 12-month period from the anniversary date of their employment.
- 1.7.4 *Sunday Shiftworker* means an Employee who is regularly rostered to work Sundays and public holidays and has worked a minimum of 35 such days in any one year.
- 1.7.5 *Shiftworker* means a Non-Continuous Shift Worker, Continuous Shiftworker or a Sunday Shiftworker.
- 1.7.6 *Accrued Day Off or ADO* means the day or part of a day that accrues and is taken in accordance with clause 5.3.
- 1.7.7 *Employee Representative* means a representative appointed by an Employee or group of Employees to act on their behalf.
- 1.7.8 *NES* means National Employment Standards as contained in the Act.
- 1.7.9 *Ordinary Time Rate of Pay* means the rate payable to an Employee for their ordinary hours of work, but not including any of the following:
- (a) penalties or loadings;
  - (b) monetary allowances;
  - (c) overtime or penalty rates; or
  - (d) any other separately identifiable amounts.

**1.8 Variations Other Than Set-out in This Agreement**

This Agreement may be varied during its nominal term in accordance with the Act.

**1.9 No Extra Claims Undertakings**

It is a term of this Agreement that the parties agree not to pursue any extra claims, award or over award, for the nominal term of this Agreement.

**1.10 Renegotiation of Agreement**

The intention of the parties is to commence negotiations for a replacement enterprise agreement at least 4 months before the nominal expiry date of this Agreement. It is intended that the coverage of the replacement enterprise agreement will include employees currently covered by the *Ramsay Health Care Greenslopes Private Hospital Support Services Employees Enterprise Agreement 2023-2026*.

## **2. PART 2 – CONSULTATION AND DISPUTE RESOLUTION**

### **2.1 Consultation**

- 2.1.1 The parties to this Agreement are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the Employer and to enhance the career opportunities and job security of Employees.
- 2.1.2 The Employer, the Employees and any Employee Representative at a particular facility may establish consultative mechanisms and procedures appropriate to the size, structure and needs of that facility. Issues that are raised by the Employer, Employees or Employee Representatives for consideration consistent with the objectives of clause 2.1.1 will be processed through the consultative mechanism and procedures.
- 2.1.3 Employee representatives will be invited to join the existing Hospital Consultative Teams.

### **2.2 Consultation due to the introduction of major change**

- 2.2.1 This clause applies if the Employer:
- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on Employees; or
  - (b) proposes to introduce a change to the previously agreed rostering pattern or guaranteed ordinary hours of work of Employees.

#### *Major change*

- 2.2.2 For a major change referred to in clause 2.2.1(a):
- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
  - (b) clauses 2.2.3 to 2.2.9 apply.
- 2.2.3 The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- 2.2.4 If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - (b) the Employee or employees advise the Employer of the identity of the representative; the Employer must recognise the representative.
- 2.2.5 As soon as practicable after making its decision, the Employer must:
- (a) discuss with the relevant Employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the Employees; and
    - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
  - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the Employees; and
    - (iii) any other matters likely to affect the Employees.
- 2.2.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 2.2.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

- 2.2.8 If a clause in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in clauses 2.2.2(a), 2.2.3 and 2.2.5 are taken not to apply.
- 2.2.9 In this term, a major change is **likely to have a significant effect on employees** if it results in:
- (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain Employees; or
  - (f) the need to relocate Employees to another workplace; or
  - (g) the restructuring of jobs.
- Change to regular roster or ordinary hours of work*
- 2.2.10 For a change referred to in clause 2.2.2(b):
- (a) the Employer must notify the relevant Employees of the proposed change; and
  - (b) clauses 2.2.11 to 2.2.15 apply.
- 2.2.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 2.2.12 If:
- (a) relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - (b) the Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.
- 2.2.13 As soon as practicable after proposing to introduce the change, the Employer must:
- (a) discuss with the relevant Employees the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the relevant Employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
    - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
    - (iv) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 2.2.14 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 2.2.15 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 2.2.16 Where a provision of this Agreement provides for, or allows, a change to an Employee's regular roster or ordinary hours of work, consultation in accordance with this clause is not required.
- 2.2.17 In this clause **relevant Employees** means the Employees who may be affected by a change referred to in clause 2.2.1.

## **2.3 Grievance and Dispute Settlement Procedure**

- 2.3.1 The matters to be dealt with in this procedure will include all grievances or disputes between the parties in respect of any industrial matter that pertains to the operation or interpretation of this Agreement, the employment relationship, workload grievances and the NES. Such procedures will apply to an individual Employee or to any number of Employees.
- 2.3.2 In the event of an Employee having a grievance or dispute, the Employee will in the first instance attempt to resolve the matter with their immediate supervisor, who will respond to such request as soon as reasonably practicable under the circumstances. The grievance or dispute should be explained verbally by the Employee and confirmed in writing. Where the immediate supervisor has not responded within 14 days, they will advise the Employee of the reasons for the delay. Where the dispute concerns alleged actions of the immediate supervisor the Employee/s may bypass this stage of the procedure.
- 2.3.3 If the grievance or dispute is not resolved under clause 2.3.2, the Employee or the Employee's representative may refer the matter to the next level of management or to the Human Resources representative for discussion. Such discussion should, if possible, take place within 24 hours after the request by the Employee or the Employee's representative.
- 2.3.4 If the grievance involves allegations of unlawful discrimination by a supervisor, the Employee may commence the grievance resolution process by reporting the allegations to the next level of management above the supervisor. If there is no next level of management above those involved in the allegation, the Employee may proceed directly to the next stage outlined at clause 2.3.5.
- 2.3.5 If the grievance or dispute is still unresolved after the discussions mentioned in clause 2.3.3, the Employee or their nominated representative may report the matter to senior management of the Employer or the Employer's nominated representative. This should occur as soon as it is evident that discussions under clause 2.3.3 will not resolve the dispute.
- 2.3.6 If the dispute remains unresolved after the parties have held discussions and genuinely attempted to resolve it, then either party may refer the dispute to the FWC for conciliation.
- 2.3.7 If the dispute still remains unresolved, the parties agree that the dispute may be arbitrated by FWC and that they will be bound by the decision of the FWC, subject to a right to appeal a decision in accordance with the Act.
- 2.3.8 While the parties are trying to resolve the dispute using the procedures in this clause:
- (a) an Employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
  - (b) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
    - (i) the work is not safe; or
    - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
    - (iii) the work is not appropriate for the Employee to perform; or
    - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.
- 2.3.9 A matter or dispute which was formally commenced under the previous enterprise agreement but was not resolved at the time the Agreement commences, will continue to be dealt with in accordance with the disputes procedure in the previous agreement.



### **3. PART 3 – GENERAL TERMS AND CONDITIONS**

#### **3.1 Contract of Employment**

- 3.1.1 An Employee may be engaged as a full-time, part-time or casual Employee.
- 3.1.2 The nature of the employment will be confirmed with each Employee in writing at the time of engagement.

#### **3.2 Full-time Employee**

- 3.2.1 A full-time Employee is engaged to work:
  - (a) 38 ordinary hours per week; or
  - (b) an average of 38 ordinary hours per week in a fortnight, 3-week or 4-week period.

#### **3.3 Part-Time Employees**

- 3.3.1 A part-time Employee means an Employee, other than a casual Employee, who is engaged to work regular rostered hours each week with a minimum engagement of 16 hours per fortnight and fewer than 76 hours per fortnight.
- 3.3.2 Part-time employees will be paid at the relevant Ordinary Time Rate of Pay with a minimum payment of three hours per shift.
- 3.3.3 A part-time Employee is entitled to leave and other entitlements on a pro-rata basis calculated on the Employee's ordinary hours of work.
- 3.3.4 Subject to clause 5.2.9 (Broken Shifts) and Schedule C – Voluntary 12 Hour Shifts, the rostered ordinary hours for a part-time Employee will be worked continuously excluding meal breaks with a minimum of three hours and a maximum of 10 hours in any one shift.
- 3.3.5 Part-time employees are entitled to an unpaid meal break and a paid rest pause/s in accordance with clauses 5.7 and 5.8.
- 3.3.6 A part-time Employee who works more than 8 ordinary hours in any one shift or more than 76 hours in a fortnight will be paid at overtime rates in accordance with clause 5.6.4.  

Provided that a part-time Employee who has been rostered for more than 8 ordinary hours (either up to 10 ordinary hours or up to 12 ordinary hours by agreement) will only be paid at overtime rates for hours worked in excess of their rostered shift.
- 3.3.7 Where a part-time Employee has consistently worked more hours than their contracted minimum hours over a period of 12 months, they may request in writing for their manager to review their minimum contracted hours and increase them to reflect the hours being worked. The Employee may request that this decision is reviewed by the Senior Executive responsible for the area.

#### **3.4 Casual Employees**

- 3.4.1 A casual Employee means an Employee who meets the definition of a casual employee in accordance with the section 15A of the Act. A minimum of three hours will be paid for each time a casual Employee is engaged.
- 3.4.2 Casual Employees will be paid at the relevant Ordinary Time Rate of Pay for their classification and pay point, plus a casual loading of 23% of the Ordinary Time Rate of Pay.
- 3.4.3 A casual Employee who works more than 10 ordinary hours in any one shift or more than 76 hours in any fortnight will be paid at overtime rates in accordance with clause 5.6.4.
- 3.4.4 Where a casual Employee is included in a roster, this is an indication, but not a guarantee, that they will be required to work. Where a casual Employee has been rostered for or offered a shift and that shift is subsequently cancelled, a minimum of two hours' notice will be provided. Where such notice is not provided, two hours pay in lieu of notice of the cancellation will be provided.
- 3.4.5 Where penalty rates or overtime rates apply, the penalty rate or overtime rate and the casual loading are each calculated on the Ordinary Time Rate of Pay.

3.4.6 The NES deals with a casual Employee's right to request, and the Employer's obligation to offer, a conversion to full-time or part-time employment. The Casual Employment Information Statement on the Fair Work Ombudsman's website can be accessed for further information.

### **3.5 Incidental or Peripheral Tasks**

3.5.1 The Employer may direct an Employee to carry out duties that are within the limits of the Employee's skills, competence and training provided that such duties are not designed to promote de-skilling.

3.5.2 The Employer may direct an Employee to carry out duties and use such equipment and tools as may be required provided that the Employee has been properly trained in the use of such equipment and tools.

3.5.3 The assignment of incidental or peripheral tasks to an Employee or a class of Employees will:

- (a) be consistent with the efficient performance of the Employee's main task or functions;
- (b) be subject to the employee having skills or competence to perform the incidental tasks;
- (c) be consistent with the Employer's responsibilities to provide a safe and healthy working environment.

### **3.6 Individual Flexibility Agreements**

3.6.1 The Employer and an Employee may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the Agreement deals with one or more of the following matters:
  - (i) arrangements about when work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates;
  - (iv) allowances;
  - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the Employer and the Employee in relation to one or more of the matters mentioned in clause 3.6.1 (a); and
- (c) the arrangement is genuinely agreed to by the Employer and the Employee.

3.6.2 The Employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Act; and
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

3.6.3 The Employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Employer and the Employee; and
- (c) is signed by the Employer and the 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.

3.6.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

3.6.5 The Employer or the 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.

**3.7 Termination of Employment**

3.7.1 Notice of Termination by the Employer

- (a) The period of notice to be given to full-time and part-time Employees in writing is as follows:

Period of Continuous Service	Period of Notice
Less than 3 years	2 weeks
3 years but less 5 years	3 weeks
5 years and over	4 weeks

- (b) In addition to the notice in clause 3.7.1 (a), an Employee, who is over 45 years of age and has completed at least two years of continuous service with the Employer at the time of termination, will receive an additional week's notice.
- (c) An Employee is entitled to payment in lieu of notice where the relevant period of notice is not provided by the Employer. Provided that employment may be terminated by the Employer providing a part period of notice and a part payment in lieu.
- (d) In calculating any payment in lieu of notice, the minimum compensation payable to an Employee will be the total of the amounts the Employer would have been liable to pay the Employee if the Employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
  - (i) the ordinary hours that would have been worked by the Employee;
  - (ii) the amounts that would have been payable to the Employee for those ordinary hours including any allowances, loadings and penalties; and
  - (iii) any other amounts that would have been payable under the Employee's employment contract.
- (e) For a part-time Employee, a **week's pay** for the payment of notice in lieu will be calculated based on the Employee's weekly contracted hours or the Employee's average weekly hours over the past 12 months, whichever is the greater.
- (f) The period of notice in this clause does not apply to a termination of employment that justifies summary dismissal, to a casual Employee or to an Employee engaged for a specified period or task.
- (g) In the absence of mutual agreement between the Employer and the Employee, annual leave will not coincide with a period of notice of termination of employment.

3.7.2 Notice of Termination by an Employee

- (a) An Employee (other than a casual Employee) must provide a minimum of two weeks' notice to the Employer on the termination of their employment.
- (b) If an employee fails to give the minimum notice required, the Employer may deduct an amount of up to one week's pay calculated on the amount the Employee would have been paid for the period of notice (less any period of notice actually worked by the Employee), from the Employee's final termination pay.
- (c) If the employee is less than 18 years of age, (b) above does not apply.

**3.8 Termination of Employment due to Redundancy**

**3.8.1 Discussions before Terminations (Redundancy)**

- (a) Where the Employer has made a definite decision that the Employer no longer wishes the job the Employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Employer will hold discussions with the Employees directly affected and with the Union (if the affected employees have so requested).
- (b) The discussions will take place as soon as is practicable and will cover, amongst other matters, the reasons the proposed terminations are required, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the Employees concerned.
- (c) For the purposes of the discussion, the Employer will, as soon as practicable, provide in writing to the Employees concerned (and the Union, if the affected Employees have so requested), all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Employees likely to be affected, the number of Employees usually employed and the period over which the terminations are likely to be carried out. Provided that the Employer will not be required to disclose confidential information if the disclosure would be detrimental to the Employer's interests.

**3.8.2 An Employee who has been given notice that their employment will be terminated due to redundancy:**

- (a) will be allowed time off without loss of pay of up to one day during the notice period for the purpose of seeking other employment, with such time off to be taken at times that are convenient to the Employee after consultation with the Employer;
- (a) may terminate their employment during the notice period and, if so, will be entitled to the same benefits and payments they would have received under this clause had they remained in employment until the expiry of such notice but will not be entitled to any payment in lieu of notice; and
- (b) will, on request, be provided with a written statement of employment specifying the period of their employment and the classification or the type of work performed by the Employee.

**3.8.3 If an Employee, because of redundancy, is transferred to new duties which attract a lower Ordinary Time Rate of Pay, the Employee will be given the same period of notice of transfer as they would have been entitled to if their employment had been terminated, or the Employer may instead pay the difference between the former Ordinary Time Rate of Pay and the new Ordinary Time Rate of Pay for the period of notice not provided.**

**3.8.4 Redundancy Pay**

- (a) In addition to the notice period set out in clause 3.7.1, an Employee whose employment is terminated due to redundancy is entitled to the redundancy pay based on their continuous service with the Employer as follows:

<b>Years of Service</b>	<b>Redundancy Pay (weeks)</b>
Up to 1 year	0
1 year and up to 2 years	5
2 years and up to 3 years	7
3 years and up to 4 years	8
4 years and up to 5 years	9
5 years and up to 6 years	10
6 years and up to 7 years	11
7 years and up to 8 years	13

<b>Years of Service</b>	<b>Redundancy Pay (weeks)</b>
8 years and up to 9 years	14
9 years and up to 10 years	16
10 years and up to 11 years	14
11 years and up to 12 years	15
12+ years	16

(c) For the purpose of this clause, a week of Redundancy Pay means the Employee's Ordinary Time Rate of Pay multiplied by their contracted hours or average ordinary hours worked over the past 12 months, whichever is the greater.

3.8.5 The Employer in a particular redundancy case may make application to the FWC to have the redundancy pay amount in clause 3.8.4 varied if the Employer obtains acceptable alternative employment for an Employee with another employer.

3.8.6 This clause does not apply where an Employee's employment is terminated as a result of conduct that justifies summary dismissal, or in the case of casual Employees or Employees engaged for a specific period of time or for a specified task or tasks.

**4. PART 4 – WAGES, CLASSIFICATIONS, SUPERANNUATION, ALLOWANCES AND WAGE RELATED MATTERS**

**4.1 Rates of Pay**

4.1.1 Ordinary Time Rates of Pay for all Employees during the term of this Agreement are set out in Schedule A.

4.1.2 An Employee who is currently receiving a higher Ordinary Time Rate of Pay than that provided for in the Agreement will not have their Ordinary Time Rate of Pay reduced as a consequence of the making of this Agreement.

4.1.3 Progression for a full-time Employee to the next pay point within a classification level will occur when the Employee has reached 12 months of continuous service (that is, 1976 ordinary hours) at a pay point.

4.1.4 Progression for a part-time or casual Employee to the next pay point within a classification level will occur as follows:

- (a) up until the commencement date of this Agreement, a part-time or casual Employee must have completed the equivalent of 12 months of full-time continuous service (1976 ordinary hours) at a pay point before progressing to the next pay point; and
- (b) from the commencement date of the Agreement, a part-time or casual Employee must have worked (or been on paid leave) for 1800 ordinary hours at a pay point before progressing to the next pay point, provided that twelve months or more have also passed.

*For example, if an Employee has completed 1795 hours at a pay point at the commencement of this Agreement and has been at this pay point for over 12 months, the Employee will be required to complete another 5 hours before being eligible to move to the next pay point.*

4.1.5 An Employee who is eligible to progress to the next pay point will do so at the commencement of the next pay period after they have become eligible.

4.1.6 An Employee’s progression between classification levels will be based on appointment to a role at a higher classification level. An Employee so appointed will commence at pay point 1 of that higher classification level.

4.1.7 Employees receiving a higher rate of pay than that provided for in this Agreement will not have their rate of pay reduced as a result of the making of this Agreement.

**4.2 Recognition of Prior Service**

4.2.1 The recruiting manager has the authority to recognise the previous experience of a new Employee by appointing the Employee onto a pay point higher than pay point 1.

4.2.2 Such a decision will be dependent upon comparable experience that can be transferred into the business of the Employer and associated market forces as determined by the recruiting manager.

4.2.3 This pay level will form part of the formal employment offer that the applicant is free to either reject or accept.

**4.3 Junior Rates**

A junior rate may be paid to an Employee as follows with an increase to the adult rate effective from the beginning of the pay period after the Employee’s birthday:

Age	Rate
Under 18 years of age	65% of the Adult Level 1 Rate
18 and over	Adult Rate - 100% of the Rate for the relevant classification

#### **4.4 Classifications**

4.4.1 Classification definitions are set out in Schedule B.

4.4.2 An Employee's role will be classified based on the degree of complexity and responsibility of their duties, skills and knowledge. Indicative tasks at each classification are included.

4.4.3 If an Employee believes that their duties and responsibilities are reflected within a higher classification level, they may submit a request for a review of their classification and the reasons for it, to their manager. The manager will respond to the Employee either with an answer or information about the progress of the review within three weeks of the request. The Grievance and Dispute Settlement Procedure may be used if the request is not addressed by Management.

#### **4.5 Payment of Wages**

Wages will be paid by the Employer by electronic funds transfer (EFT) fortnightly. Should a public holiday occur during the close of the fortnightly pay period and/or on the usual pay day, payment of wages may be delayed no longer than the period of such holiday. Any alternative arrangements of paying wages will be at the discretion of the Employer.

#### **4.6 Higher Duties /Relieving at a Higher Classification**

4.6.1 Where an Employee works for more than four hours at a higher classification, the Employee will be paid at the higher rate for the full shift/rostered day.

4.6.2 Where an Employee works for four hours or less at a higher classification, the Employee will be paid at the higher rate for four hours.

#### **4.7 Superannuation**

4.7.1 Employer Superannuation Contribution

- (a) The Employer will contribute to a complying fund nominated by the Employee.
- (b) The Employer will contribute such superannuation contributions as required to comply with the Superannuation Guarantee (Administration) Act 1992 as amended from time to time (currently 11%).
- (c) Contributions on behalf of each eligible Employee will apply from the date of the Employee's commencement of employment with the Employer notwithstanding the date the membership application was forwarded to the Fund. Such contributions will be made at least monthly.
- (d) The Employer will contribute superannuation based on **Ordinary time earnings** in accordance with the interpretation provided by the Australian Taxation Office (ATO).
- (e) The superannuation fund and the amount of superannuation contributions will be included in pay advice notices provided by the Employer to each Employee.
- (f) Superannuation Default Fund

Where an employee fails to nominate an approved superannuation fund, the Employer will apply to the ATO to see if the employee has an existing fund. If the Employee has an existing fund, the Employer contribution will be paid into this fund. If the Employee does not have an existing fund, the Health Employees Superannuation Trust Australia (HESTA) will be the default fund into which the Employer will forward any applicable Employer contributions as determined by the *Superannuation Guarantee (Administration) Act 1992* as amended from time to time.

4.7.2 Salary Packaging Superannuation

- (a) Remuneration packaging is the sacrifice or substitution of taxable income whereby the total cost to the Employer of any package configuration is no greater than if all entitlements had been taken as PAYG equivalent salary. Under packaging, the total cost of a benefit (including taxes) is deducted from the package total of an Employee, to arrive at the "cash" salary component.

- (b) Agreement to salary package superannuation will be subject to the following conditions:
- (i) The fund complies with the provisions of the Superannuation Industry (Supervision) Act 1993, and is the current fund nominated by the Employee and is acceptable to the Employer.
  - (ii) The contribution will be expressed as a dollar amount of ordinary time earnings and will be made on not less than a monthly basis.
  - (iii) Such salary packaging arrangements will be available to all full-time and part time employees other than those employed on fixed term contracts for less than a year.
  - (iv) The fund will accept electronic funds transfer.
  - (v) Any arrangements as set out in this clause will be at the Employee's written request.
  - (vi) The terms of the arrangement will be committed to writing and signed by the Employer and the Employee, with a copy of the signed agreement held by the Employer.
  - (vii) Should changes to legislation result in any increase in the cost of the Employer providing an option to salary sacrifice superannuation, the additional costs will be borne by the Employee or the Employee can elect to terminate the arrangement.
  - (viii) The Employee may terminate the arrangement in writing to the Employer's Payroll department at any time.

4.7.3 Provision for Employees to Make Superannuation Contributions to Their Fund

- (a) An Employee may make contributions to the Fund in addition to those made by the Employer.
- (d) An Employee who wishes to make additional contributions must authorise the Employer in writing to pay into the Fund, from the Employee's wages, a specified amount in accordance with the Fund trust deed and rules. This written authorisation will be forwarded to the Payroll department.
- (b) An Employee may vary his or her additional contributions by a written authorisation not more than once in each calendar year and the Employer must alter the additional contributions within 14 days of the receipt of the authorisation. Provided that an Employee may alter the choice of fund more than once in a calendar year by agreement with the Employer or in extenuating circumstances.
- (c) Additional employee contributions to the fund requested under clause 4.7.3 will be expressed in whole dollars.

**4.8 Uniforms and Uniform Allowance**

4.8.1 Where the Employer requires an Employee to wear a uniform, the Employer will either provide an allocation of uniforms to the Employee on commencement of their employment or will pay a uniform allowance to the Employee.

4.8.2 Where a uniform is not provided, an Employee will receive the uniform allowance at the hourly rate shown below, paid for each ordinary hour worked:

Uniform Allowance	Amount		
	<i>First pay period commencing on or after the following dates</i>		
	1/7/2023	1/7/2024	1/7/2025
	\$ per hour	\$ per hour	\$ per hour
<b>Hourly allowance</b>	\$0.1451	\$0.14576	\$0.15013
<b>Annual amount</b>	\$279.63	\$288.02	\$296.66



4.8.3 Where the Employer provides uniforms, the following allocations will apply:

	On commencement	On anniversary date
<b>Full-time Employee</b>	3 shirts/blouses, 2 lower garments, 1 knitwear	3 items consisting of either designated shirts/blouses, lower garments or knitwear
<b>Part-time Employee (average contract hours of 19 or more per week)</b>	3 shirts/blouses, 2 lower garments, 1 knitwear	3 items consisting of either designated shirts/blouses, lower garments or knitwear
<b>Part-time Employee (average contract hours of less than 19 per week)</b>	2 shirts/blouses, 1 lower garments, 1 knitwear	2 items consisting of either designated shirts/blouses, lower garments or knitwear
<b>Casual Employee</b>	2 shirts/blouses, 1 lower garments, 1 knitwear	2 items consisting of either designated shirts/blouses, lower garments or knitwear

4.8.4 In addition to the above, where an Employee's uniform is damaged in the course of work it will be replaced by the Employer.

4.8.5 Where an Employee requires a greater number of uniforms, requests will be considered on an individual basis. Where uniforms are provided free of charge, Employees may purchase extra at their own cost.

4.8.6 Employees who are required to perform work which results in their clothing or footwear becoming wet will be supplied with waterproof aprons or overalls and/or rubber, waterproof boots.

4.8.7 If it is necessary for an Employee to wear an overcoat, overcoats will be provided by the Employer free of charge.

4.8.8 Employees who regularly working in the kitchen will be provided with aprons by the Employer and are required to maintain such aprons in a clean condition.

4.8.9 Where a manager determines that it is necessary for an Employee to wear safety shoes or safety boots in a particular position, this footwear will be provided by the Employer up to the value of \$150 per year per Employee.

#### 4.9 **On-Call Allowance**

4.9.1 On-Call - Full-Time and Part-Time Employees

(a) The provisions of this clause apply to full-time and part-time Employees who are rostered to be on-call.

(b) An Employee rostered to be on-call will receive an on-call allowance per 24-hour period or part of a 24-hour period as follows:

On-call Allowance	Amount		
	<i>First pay period commencing on or after the following dates</i>		
	1/7/2023	1/7/2024	1/7/2025
	\$ per period	\$ per period	\$ per period
When the on-call period is between rostered shifts of ordinary hours Monday to Friday inclusive	\$31.13	\$32.06	\$33.02
When the on-call period is on a Saturday, Sunday, public holiday or a day when the employee is rostered off duty.	\$50.54	\$52.06	\$53.62

- (c) Payment will be calculated based on the calendar day on which the major portion of the on-call period falls.
- (d) An Employee who is placed or rostered on-call is required to remain contactable by the Employer and readily available to attend work at short notice during the on-call period, and may be provided with an electronic or other device by which the Employee can be contacted by the Employer.
- (e) An Employee's entitlement to extra leave as a result of being rostered on-call is dealt with in clause 6.2 – Extra Leave.

#### 4.10 **X-Ray Allowance**

- 4.10.1 Full-time, part-time and casual Employees who are required to use or assist in using x-ray apparatus and are required to wear lead aprons or similar apparel are entitled to a weekly x-ray allowance as follows:

X-ray allowance	Amount		
	First pay period commencing on or after the following dates		
	1/7/2023	1/7/2024	1/7/2025
	\$ per week	\$ per week	\$ per week
	\$11.52	\$11.86	\$12.22

- 4.10.2 If there is doubt about whether the Employee is required to wear a lead apron, this will be referred to the unit manager for clarification and reference to the Radiation Safety Act 1999.

#### 4.11 **Leading Hand Allowance**

When an Employee is asked to act as a Leading Hand and to oversee the work of other Employees in addition to their existing duties for a period greater than two hours on any one shift, they will be paid a leading hand allowance per shift as a Leading Hand, as follows:

Leading Hand Allowance	Amount		
	First pay period commencing on or after the following dates		
	1/7/2023	1/7/2024	1/7/2025
	\$ per shift	\$ per shift	\$ per shift
	\$11.09	\$11.43	\$11.77

#### 4.12 **Meal allowance**

- 4.12.1 Subject to clause 4.12.4, an Employee who has worked at least 7.6 ordinary hours in any shift and who is required to continue to work after their rostered finishing time for more than two hours, or for more than one hour if the overtime continues beyond 6pm, will be supplied with a reasonable meal by the Employer or will be paid a meal allowance set out in clause 4.12.3.
- 4.12.2 If an Employee continues to so work, the Employee will be supplied with an additional meal or the meal allowance in clause 4.12.3 for each completed four hours' work after the first hour.
- 4.12.3 The meal allowance amounts are set out below:

Meal allowance	Amount		
	First pay period commencing on or after the following dates		
	1/7/2023	1/7/2024	1/7/2025
	\$ per meal	\$ per meal	\$ per meal
	\$14.69	\$15.13	\$15.58

- 4.12.4 An Employee is not entitled to a meal or to be paid a meal allowance if the Employee would not normally receive a meal break after the two hours or the one hour of overtime referred to in clause 4.12.1.

## **5. PART 5 – HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK AND WEEKEND WORK**

### **5.1 Ordinary Hours of Work**

- 5.1.1 Given the nature of the Employer's business, Employees are regularly rostered to work outside the hours of 6.00am to 6.00pm, Monday to Friday.
- 5.1.2 The ordinary hours of work will be an average of 38 hours per week, to be worked on one of the following bases:
- (a) 38 hours within a work cycle not exceeding 7 consecutive days; or
  - (b) 76 hours within a work cycle not exceeding 14 consecutive days; or
  - (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
  - (d) 152 hours within a work cycle not exceeding 28 consecutive days.
- 5.1.3 Unless an agreement exists under Schedule C (Voluntary 12-hour shifts), the rostered ordinary hours of work will not exceed 10 hours per day.
- 5.1.4 The Employee's roster may provide for any one of the following combinations of days free from rostered work each fortnight:
- (a) Two periods comprising two days each; or
  - (b) Three consecutive days and one stand-alone day; or
  - (c) One period of four consecutive days.
- 5.1.5 An Employee will not be rostered to work more than four consecutive shifts of 10 hours or more.

### **5.2 Rostering arrangements**

- 5.2.1 All full-time and part-time Employees will work in accordance with a roster to be agreed from time to time between the Employer and a majority of Employees in any workplace or part of a workplace. Such a roster will comply with clause 5.2.2.
- 5.2.2 The roster will set out the Employees' shifts, including starting and finishing times. It will be displayed in a place conveniently accessible to Employees at least seven days before the commencement of each roster.
- 5.2.3 The ordinary starting and finishing times may be staggered by the Employer to suit safety, climatic or traffic conditions with the agreement of the Employees concerned:
- 5.2.4 Where necessary the Employees will commence their ordinary hours and breaks at different times to ensure continuity of service.
- 5.2.5 Employees will be required to observe the nominated starting and finishing times for the shift, including scheduled meal breaks and rest pauses, in order to maximise available working time. An Employee is expected to prepare to commence work and to pack up after concluding work in the Employee's own time.
- 5.2.6 The Employer may change the roster up to three days before the commencement of the roster period. Within three days of the rostered period, rosters can only be varied by agreement (other than for casual Employees).
- 5.2.7 Rosters can be varied by agreement between the Employer and an Employee at any time. This may include increasing or reducing shift lengths or adding shifts provided that:
- (a) The ordinary hours in any shift do not exceed 10 hours (or 12 hours if an Employee has agreed to work 12 ordinary hour shifts); and
  - (b) The effect of such an agreement does not reduce the number of regular rostered hours of work to be performed by the Employee over two consecutive fortnights.

- 5.2.8 Provided the actual workload is the same as or more than the predicted workload was when the roster was issued, the manager or supervisor of the work area will make all reasonable attempts to replace an Employee who, due to an unforeseen situation, was not able to work their shift as rostered.
- 5.2.9 Broken shifts
- (a) Wherever practicable and subject to clause 5.2.9 (b), shifts will be continuous, and the work hours will be arranged so that the continuity of work in the facility is maintained.
  - (b) Broken shifts will only be worked where there is mutual agreement between the Employer and an Employee. When such a shift is rostered:
    - (i) a maximum of 10 ordinary hours only will be worked;
    - (ii) one period of the broken shift will be a minimum of two hours;
    - (iii) there will be only one break between shift portions exclusive of meal times; and
    - (iv) the broken shift will be worked within a spread of 12 hours.
- 5.2.10 Employees will be allowed a break of not less than 10 hours between the end of one shift and the commencement of another shift. Provided that the 10-hour break may be reduced to 8 hours in any of the following circumstances:
- (a) to permit changes of rosters;
  - (b) by agreement between an Employee and the Employer, with recognition that fatigue prevention is critical to ensuring that standards of care are not reduced.
- 5.2.11 Where an Employee is not given the required break, the provisions in clause 5.6.8 (b) apply.

### **5.3 Accrued Day Off**

- (a) The ordinary hours in a workplace may be arranged so that full-time Employees work their ordinary hours in a manner whereby payment for a proportion of time worked is withheld and instead such time accrues towards an accrued day off. The full-time Employee will accrue time towards an ADO on the basis of two hours for each 40 hours worked. The ADO may be rostered within a particular work cycle or may be banked so that the ADO can be taken at a mutually agreeable time.
- (b) The entitlement to an ADO is subject to the following:
  - (i) Each day of paid leave (other than annual leave, long service leave or paid parental leave) and any paid public holiday not worked is regarded as a day worked for accrual purposes;
  - (ii) Where an ADO is taken and the Employee does not have sufficient accruals, they will be paid a pro rata amount for credits accrued;
  - (iii) Where an ADO is taken, the Employee is not eligible to claim personal/carer's leave for that day; and
  - (iv) An ADO will not be rostered or taken on a public holiday.
- (c) The Employer and an Employee may agree for the Employee to bank a maximum of five ADOs (38 hours) rather than take the ADO during the relevant work cycle. An Employee's request to bank one or more ADOs will not be unreasonably withheld by the Employer.
- (d) Where such agreement has been reached, the banked ADOs will be taken within 12 calendar months from the date on which the first ADO was accrued.
- (e) Where agreement cannot be reached as to when the banked ADOs will be taken, the Employer may give the Employee 14 days' notice in writing of the requirement to take the ADOs.

#### **5.4 Afternoon and Night Shift**

5.4.1 In addition to the Ordinary Time Rates of Pay, Employees who work an afternoon shift or night shift, as defined, will be paid an additional penalty rate for each such shift as follows:

- (a) Afternoon Shift - 12.5% of the Ordinary Time Rate of Pay; and
- (b) Night Shift - 15% of the Ordinary Time Rate of Pay

5.4.2 For the purposes of this clause:

- (a) **Afternoon Shift** means a shift, other than a night shift, that commences at or after 12 midday; and
- (b) **Night Shift** means any shift commencing at or after 6pm or before 7.30am, the majority of which is worked between 6pm and 7.30am.

5.4.3 An Employee who works a shift commencing after 3am and before 6am which does not meet the definition of a Night Shift will be paid 15% of the Ordinary Time Rate of Pay for the hours worked between 3am and 6am.

5.4.4 A Casual Employee will receive the casual loading in clause 3.4.2 in addition to the penalty rates in clause 5.4.1 for working an Afternoon Shift or Night Shift or 5.4.3 for the hours worked between 3am and 6am.

5.4.5 The penalty rates in this clause do not apply to work performed on Saturday, Sunday and public holidays where extra payments apply for such work.

#### **5.5 Weekend Work**

5.5.1 All ordinary time worked by Employees between midnight Friday and midnight Sunday, will be paid for at the rate of 150% of the Employee's Ordinary Time Rate of Pay.

5.5.2 A Casual Employee will receive the casual loading in clause 3.4.2 in addition to the penalty rates in clause 5.5.1 for working on weekends.

#### **5.6 Overtime**

5.6.1 All time worked by a full-time Employee in excess of the Employee's rostered ordinary hours is overtime and will be paid for at the rates shown in clause 5.6.4.

5.6.2 All time worked by a part-time Employee in excess of a rostered ordinary hour shift (or in excess of 8 hours if the Employee was not rostered for at least 8 hours that shift), or in excess of 76 ordinary hours per fortnight, is overtime and will be paid for at the rates shown in clause 5.6.4.

5.6.3 All time worked by a casual Employees in excess of 10 hours per shift or 76 hours per fortnight is overtime and will be paid for at the rates shown in clause 5.6.4.

5.6.4 The following overtime rates apply:

- (a) For a Continuous Shiftworker (as defined in clause 1.7.3) and a Non-Continuous Shiftworker (as defined in clause 1.7.2), 200% of the Employee's Ordinary Time Rate of Pay.
- (b) For all other Employees (including a Sunday Shiftworker):
  - (i) Monday to Saturday: 150% of the Employee's Ordinary Time Rate of Pay for the first three hours and 200% of the Ordinary Time Rate of Pay after three hours.
  - (ii) Sunday: 200% of the Employee's Ordinary Time Rate of Pay
- (c) Overtime on public holidays is paid in accordance with clause 6.3.3.
- (d) A casual Employee will receive the casual loading in clause 3.4.2 in addition to the overtime rates in clause 5.6.4(b) and clause 5.6.4(c) above.

5.6.5 An Employee may be required to work reasonable overtime subject to adequate prior notice.

5.6.6 Other than in an emergency, an Employee must not work overtime unless directed to do so by the Employee's manager or another person authorised to direct the working of overtime.

- 5.6.7 The Employer and an Employee may agree in writing for an Employee to take time off in lieu of payment for overtime. Where this is the case:
- (a) the first three hours of overtime in any one week may be taken at the rate of time worked for time taken;
  - (b) any further overtime in any one week may be taken off at a rate equivalent to the relevant overtime rate;
  - (c) if more than three hours of overtime is worked in a shift, the overtime in excess of three hours may be taken or paid at the rate of double time; and
  - (d) the Employee will be required to clear accumulated time off in lieu within three months of the overtime being performed. If the Employer is unable to provide the Employee with time off accordingly, or on an Employee's termination of employment for any reason, then the Employee will be paid for any untaken time off in lieu at the relevant overtime rate.
- 5.6.8 Break after overtime
- (a) If an Employee works so much overtime at the end of the ordinary hours of their shift that they have not had at least 10 consecutive hours off work before they commence their next shift, then, subject to clause 5.6.8 (b), they will not be required to resume work until they have had 10 consecutive hours off duty, without any loss of pay for the ordinary hours they would have worked during such absence.
  - (b) If, on the instructions of the Employer, an Employee resumes or continues work without having had 10 consecutive hours off work, the Employee will be paid at 200% of the Employee's Ordinary Time Rate of Pay until such period off duty is provided.
  - (c) The provisions of this clause will apply in the case of shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:
    - (i) for the purpose of changing shift rosters; or
    - (ii) in circumstances where a shift worker does not report for work; or
    - (iii) where a shift is worked by arrangement between the Employees themselves.
- 5.6.9 Recall overtime – Employees on call
- (a) An Employee who is rostered to be on-call and is called in or required to work during the on-call period will be paid for such work at the relevant overtime rate. A minimum payment of three hours will apply regardless of whether the Employee is required to work the full three hours.
  - (b) The requirement to have a 10-hour or 8-hour break in clause 5.6.8 will not apply when an Employee has worked less than a total of two hours on one or more call-ins.
  - (c) An Employee who is recalled to work will be provided with transport to and from their home or will be reimbursed for the cost of such transport.
  - (d) An Employee's entitlement to extra leave as a result of being called-in to work while rostered on-call is dealt with in clause 6.2 – Extra Leave.
- 5.6.10 Recall overtime – Employees not on call
- (a) A full-time or part-time Employee who is not rostered to be on-call but who is recalled to work after finishing their shift will be paid at the relevant overtime rate, with a minimum payment of two hours.
  - (b) In these circumstances, the time spent travelling to and from the workplace will be deemed as time worked. Provided that where an Employee is recalled within three hours of their rostered start time and the Employee remains at work, only the time spent travelling to work will be included as time worked for the purpose of the overtime payment.
  - (c) The requirement to have a 10-hour or 8-hour break in clause 5.6.8 will not apply when an Employee has worked less than a total of two hours on one or more call-ins.

5.6.11 On-Call Fatigue

- (a) Where an Employee has been recalled to work within 8 hours of commencing their next rostered shift and has already had an 8 hour or 10 hour break after their last rostered shift as required by clause 5.2.10, the Department Manager with approval from the Executive Manager may send the Employee home for some or all of their next rostered shift to allow the Employee to have a reasonable fatigue break after finishing the callout work. In these circumstances, the Employee will be paid their Ordinary Time Rate of Pay for the ordinary hours they would have worked during such absence.
- (b) In order to avoid the potential fatigue issues in clause 5.6.11(a), wherever possible, Employee who are rostered to work a day shift will not be rostered to be on-call the previous night.

**5.7 Meal Breaks**

- 5.7.1 Subject to clause 5.7.2, where an Employee is rostered to work for at least 6 continuous hours, the Employee is entitled to an unpaid meal break of not less than 30 minutes and no more than 60 minutes to be taken between the fourth and sixth hour after commencing work, at a time to be agreed between the Employer and the Employee.
- 5.7.2 An Employee who works not more than 6 hours in a shift may elect to forgo the meal break, with the consent of the Employer.
- 5.7.3 Where an Employee is directed by the Employer to work through their meal break, all work performed during the meal break will be paid for at the rate of 200% of the Employee's Ordinary Time Rate of Pay which will continue to be paid until the meal break is taken or the shift ends. When the meal break is taken it will be paid at the Ordinary Time Rate of Pay.
- 5.7.4 Where an Employee is required by the Employer to remain available to work during their meal break and/or required to keep their phone switched on, they will be a paid 30-minute meal break at the Ordinary Time Rate of Pay. If the Employee is called back to work during their meal break, clause 5.7.3 will apply.
- 5.7.5 The paid meal break described in clauses 5.7.3 and 5.7.4 will not count as time worked when calculating ordinary hours but will be paid as 'overtime 100%' which is equivalent to the Ordinary Time Rate of Pay.

**5.8 Rest Pauses**

- 5.8.1 An Employee is entitled to a rest pause of 15 minutes within each period of four ordinary hours of work, to be taken at a time agreed between the Employer and the Employee.
- 5.8.2 For shifts of 8 ordinary hours or more, at the discretion of the Employer and having regard to the Employee's safety and wellbeing as well as considering peak periods of workload, the two rest pauses may be combined into one 30-minute rest pause, to be taken in the first part of the shift.

## 6. PART 6 – LEAVE AND PUBLIC HOLIDAYS

### 6.1 Annual Leave

#### 6.1.1 Entitlement

- (a) Employees, other than Casual Employees, will accrue four weeks of annual leave per year of service. This is equivalent to 152 hours for a full-time Employee and a pro-rata amount for a part-time Employee based on ordinary hours worked.
- (b) In addition, a full-time Employee who is a Continuous Shiftworker or Sunday Shiftworker will accrue an additional week of annual leave (38 hours for full-time Employees and a pro-rata amount for part-time Employees) at the end of a year of service.
- (c) An Employee is only entitled to a maximum of one additional week of annual leave under this Agreement.

#### 6.1.2 Additional annual leave – continuous shift work

- (a) An Employee is a Continuous Shiftworker and qualifies for the additional week of annual leave if the Employee meets the definition in clause 1.7.3.
- (b) An Employee who does not meet the definition of a Continuous Shiftworker but who has worked in accordance with a continuous shift roster for more than three months but less than 12 months prior to taking annual leave or prior to resigning is entitled to additional annual leave on a *pro rata* basis in respect of the period of work on a continuous shift roster.

Provided that the following minimum number of each of the three types of shifts have been worked:

- (i) up to and including 3 months service, no entitlement;
  - (ii) from 3 months and up but not including 6 months service – 5 of each shift to be worked;
  - (iii) from 6 months and up but not including 9 months service – 10 of each shift to be worked;
  - (iv) from 9 months and up but not including 12 months service – 15 of each shift to be worked.
- (c) A part-time Employee is entitled to additional annual leave on a *pro rata* basis on the same conditions as apply to a full-time Employee subject to the Employee working the number of each of the three types of shifts which is proportionate to the total number of shifts worked by a full-time Employee to become entitled to the additional annual leave.  
*[For example, a part-time Employee, who is employed for 24 ordinary hours per week and who has worked all three types of shifts over the 12 months, qualifies for 24 hours of additional leave if at least 12 of each type of shift has been worked (20 x 24/38).]*
  - (d) A part-time Employee is also entitled to additional annual leave on a *pro rata* basis if they work a continuous shift roster for less than 12 months prior to taking annual leave or prior to resigning, provided that a *pro rata* amount of the minimum of each shift as set out in clause 6.1.2 (b) has been worked.

*[For example, a part-time Employee, who is employed for 24 ordinary hours per week and who resigns after 7 months service, qualifies for 14 hours of additional leave if at least 6 of each type of shift has been worked (10 x 24/38).]*



6.1.3 Additional annual leave – Sundays and public holidays

- (a) An Employee is a Sunday Shiftworker and qualifies for the additional week of annual leave if the Employee meets the definition in clause 1.7.4.
- (b) A part-time Employee is entitled to additional annual leave on a *pro rata* basis as follows:

Number of Sundays/Public Holidays worked in a year	Additional Annual Leave
35 or more days	5 days
28 or more but less than 35	4 days
21 or more but less than 28	3 days
14 or more but less than 21	2 days
7 or more but less than 14	1 day

- (c) For the purpose of clause 6.1.3 (b), a **day** means the average daily ordinary hours worked by the part-time Employee in the previous 6 months.

6.1.4 Calculation of Annual leave

- (a) In addition to their ordinary pay, an Employee other than a Shiftworker will be paid an annual leave loading of 17.5% of the Employee's Ordinary Time Rate of Pay.
- (b) In addition to their ordinary pay, a Shiftworker will be paid the higher of:
  - (i) Annual leave loading of 17.5% of the Employee's Ordinary Time Rate of Pay; or
  - (ii) Annual leave loading equivalent to the weekend and shift penalties the Employee would have received had they not been on annual leave during the relevant period.
- (c) The annual leave loading in this clause is payable on:
  - (i) Up to 190 hours of annual leave per year in the case of a Continuous Shiftworker; or
  - (ii) Up to 152 hours of annual leave per year for other Employees.

6.1.5 Taking of Annual Leave

- (a) Paid annual leave may be taken for a period or periods agreed between an Employee and the Employer. If the Employee and the Employer cannot agree, then following consultation with the Employee, the Employer may direct annual leave to be taken. At least 14 days' notice in writing will be provided to the Employee advising them of the period of annual leave.
- (b) Where an Employee has an excessive annual leave accrual (that is, 8 or more weeks, or 10 or more weeks for a Shiftworker), the Employer may seek to reach agreement with the Employee on how to reduce the excessive leave accrual. If agreement cannot be reached, the Employer may direct the Employee to taken one or more periods of paid annual leave on accordance with clause 6.1.5 (a).
- (c) Applications for personal/carer's leave for an illness or injury that occurred during paid annual leave must be accompanied by a medical certificate for the relevant period.

6.1.6 Annual leave at half pay

- (a) Subject to approval by the Department Manager and the ability to backfill any potential vacant rosters, an Employee may request to take annual leave at half pay for double the duration for periods of no less than one week.
- (b) Any public holidays which fall within the period of annual leave, and which otherwise would have been worked by the Employee, will only be paid as a "public holiday not worked" if the public holiday occurred during the period that would have been annual leave if the annual leave had been taken at full pay. Such public holiday not worked will be paid at the Employee's usual shift length and not at half pay.

6.1.7 Cash out of Annual Leave

Employees may request in writing to cash out an amount of accrued annual leave, and the Employer may approve such a request, provided the following conditions are met:

- (a) The cash out request must not result in the Employee's remaining annual leave accrual being less than four weeks; and
- (b) Each cashing out of a particular amount of paid annual leave must be reflected in a separate agreement in writing between the Employer and the Employee; and
- (c) The Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave at the time the payment is made.

**6.2 Extra leave – on call**

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

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

6.2.3 A full-time or part time Employee who is rostered to be on-call for 75 or more on-call periods in an anniversary year but who has not been called in to work on 20 or more occasions and who does not qualify for additional annual leave in accordance with clause 6.1.2 or 6.1.3 will accrue 38 hours of extra leave at the end of the year.

6.2.4 For the purpose of this clause, a period of on-call counts as one **on-call period** if an employee is receiving an on-call allowance for a 24-hour on-call period or part of 24-hour period in accordance with clause 4.9.1.

6.2.5 An entitlement to extra leave under this clause will be calculated at the end of the 12-month period only, however, if an Employee leaves prior to the completion of their anniversary year and they have already met the criteria in clause 6.2.2 or clause 6.2.3, they will be paid for the 38 hours of extra leave on termination.

6.2.6 There is no pro-rata entitlement to extra leave under this clause.

6.2.7 Extra leave is paid at the Ordinary Time Rate of Pay.

**6.3 Public Holidays**

6.3.1 Public holidays are provided for in the NES. This clause contains additional provisions.

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

- (a) 1 January (New Year's Day);
- (b) 26 January (Australia Day);
- (c) Good Friday;
- (d) The day after Good Friday (Easter Saturday);
- (e) Easter Sunday;
- (f) Easter Monday;
- (g) 25 April (Anzac Day);
- (h) Labour Day;
- (i) Birthday of the Sovereign;
- (j) Show Day;
- (k) 24 December (Christmas Eve) from 6pm to midnight
- (l) 25 December (Christmas Day);

- (m) 26 December (Boxing Day); and
- (n) any other day, or part-day, declared, prescribed or substituted by or under a law of Queensland to be observed generally within the State or a region, as a public holiday.

6.3.3 Payment for Public Holiday Worked

- (a) All work performed by an Employee on a public holiday (including overtime and recall overtime) will be paid at the rate of 250% of the Employee's Ordinary Time Rate of Pay with a minimum payment for four hours.
- (b) A casual Employee who works on a public holiday will also be paid the casual loading of 23% of the Ordinary Time Rate of Pay as set out in clause 3.4.2.

6.3.4 Payment for Public Holiday Not Worked

- (a) A full-time or part-time Employee who is not required to work on a public holiday that falls on a day that is regularly worked by the Employee will be paid their ordinary hours for that day at the Ordinary Time Rate of Pay.
- (b) For the purpose of clause 6.3.4 (a), the day is regularly worked by a part-time Employee if they have worked at least four of the last seven of such days or, in the case of a new Employee, if the Employee would have been rostered to work that day based on their projected roster, were it not for the public holiday.
- (c) A full-time Employee who regularly works ordinary hours outside of Monday to Friday and whose rostered day off or non-working day falls on a public holiday will receive:
  - (i) an additional ordinary day's pay for the public holiday; or
  - (ii) a paid day off in lieu of the public holiday to be taken at a mutually agreed time.

This clause does not apply to Easter Saturday or Easter Sunday.

- (d) If a public holiday falls during a period of annual leave for an Employee, the Employee will be paid their ordinary hours for the public holiday not worked and the hours will not be deducted from the Employee's annual leave balance, provided that the Employee would have worked on the public holiday had they not been on annual leave.

6.3.5 Substitution of Public Holiday by agreement

The Employer and an Employee may agree to substitute another working day for a public holiday specified in clause 6.3.2. In such case, the substituted day will attract the public holiday penalties and conditions rather than the statutory public holiday.

**6.4 Personal/Carer's Leave**

6.4.1 Personal/carers Leave is provided for in the NES. This clause contains additional provisions.

6.4.2 An Employee may take personal/carers leave if the leave is taken:

- (a) because the Employee is unfit for work because of a personal illness, or personal injury, affecting the Employee; or
- (b) to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of:
  - (i) a personal illness, or personal injury affecting the member; or
  - (ii) an unexpected emergency affecting the member.

6.4.3 In clause 6.4.2 (b), Immediate family means:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee;
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner (including a former spouse or de facto partner) of the Employee.

6.4.4 A full-time Employee is entitled to 10 days (76 hours) of paid personal/carers leave for each year of service, with a pro-rata amount for a part-time Employee based on ordinary hours worked.

- 6.4.5 An Employee's entitlement to paid personal/carer's leave accrues progressively during a year of service (other than periods of employment as a casual Employee) according to the Employee's ordinary hours of work and accumulates from year to year. Employees will have access to their paid personal/carer's leave as it accrues, that is, no waiting period.
- 6.4.6 Payment for personal/carer's leave is based upon the number of hours that the Employee would otherwise have worked during the period of the leave. To be entitled to paid personal/carer's leave, the Employee must:
- (a) have the requisite amount of leave accrued;
  - (b) notify the Employer as soon as reasonably practicable of the absence, the reason for the absence and the expected duration of the absence; and
  - (c) produce a medical certificate or other evidence satisfactory to the Employer to verify the reason for the absence:
    - (i) where the absence exceeds two consecutive rostered days; or
    - (ii) if the absence is taken immediately before or after a public holiday, rostered day off or ADO; or
    - (iii) where the absence is for one day or more in situations where formal performance management has commenced due to excessive absenteeism (for a maximum of 6 months only, unless a further 6-month extension is warranted after a review and the Employee has been made aware of the extension).
- 6.4.7 For the purposes of personal/carer's leave, an Employee's continuous service with the Employer is not broken due to:
- (a) a period of unpaid leave approved by the Employer; or
  - (b) the termination of the Employee's employment where the Employee is reemployed within three months,
- however, the Employee will not accrue personal/carer's leave during the absence.
- 6.4.8 Procedure for Monitoring Unscheduled Absences
- (a) The parties recognise that absenteeism can create significant difficulties for the Employer and other Employees at a workplace. The parties will collaborate on reducing the incidence of absenteeism and agree to a range of initiatives to examine trends and causes.
  - (b) The Employer may develop a consultative process for the monitoring of such leave across a hospital.
  - (c) The Employer may:
    - (i) monitor personal/carer's leave usage at a hospital, ward or other discrete section of a hospital; and
    - (ii) introduce human resources procedures for counselling individual Employees where required.
  - (d) With any process established to monitor unscheduled absences, confidentiality for Employees will be of the utmost importance and principles of natural justice will apply.
  - (e) This procedure does not operate to withdraw the Employer's right to take disciplinary action against an Employee for falsely claiming personal/carer's leave. Similarly, this procedure does not limit an Employee's right to challenge their termination if they have been dismissed for alleged unsatisfactory attendance.
- 6.4.9 A casual Employee is entitled to two days of unpaid carer's leave per occasion described in clause 6.4.2(b).

## **6.5 Long Service Leave**

6.5.1 All Employees will be entitled to long service leave in accordance with the provisions of the *Industrial Relations Act 2016* (Qld). The provisions of this clause supplement the legislation.

### 6.5.2 Entitlement

- (a) In relation to continuous service with the Employer after 2 January 1996, an Employee is entitled to paid long service leave at the rate of 1.3 weeks for each completed year of continuous service and a proportionate amount for an incomplete year of service.
- (b) In relation to continuous service prior to 2 January 1996, an Employee accrued paid long service leave at the rate of 0.8667 weeks for each completed year of continuous service and a proportionate amount for an incomplete year of service.

### 6.5.3 Access to long service leave

- (a) On completion of 10 years of continuous service with the Employer, an Employee may access 13 weeks of long service leave.
- (b) An Employee who has completed 7 years of continuous service with the Employer may access their pro-rata long service leave.

### 6.5.4 Taking long service leave

- (a) An Employee who wishes to take long service leave will apply in writing using a form determined by the Employer and will provide at least one month's notice.
- (b) The Employer will consider the Employee's request for long service leave and will provide the Employee with timely advice of whether or not their leave is approved. In the event of any disagreement the Employer may require an Employee to take a period of long service leave by giving three months' notice.
- (c) The maximum period of long service leave that may be taken is the Employee's long service entitlement leave as at the date of commencement of the leave, calculated by:
  - (i) determining the Employee's total period of continuous service;
  - (ii) determining the long service leave entitlement for that period of continuous service; and
  - (iii) deducting from the total entitlement, any long service leave previously taken or cashed out.

### 6.5.5 Payment of long service leave on termination

- (a) An Employee who has completed at least 7 years of continuous service with the Employer will be paid out their untaken entitlement or pro-rata entitlement to long service on termination of employment.
- (b) A full-time or part-time Employee with less than 7 years continuous service will also be paid their pro-rata long service leave entitlement on termination of employment in the following circumstances:
  - (i) Termination due to redundancy – 1 year;
  - (ii) Termination due to illness or injury – 5 years;
  - (iii) Retirement within 10 years of 65 years of age - 5 years;
  - (iv) Termination due to death – 5 years.
- (c) Where an Employee dies, the amount of long service leave that would have been payable to the Employee in accordance with clause 6.5.5 (b) will be paid to the Employee's dependents or to the Employee's personal representative.
- (d) The calculation of the payment in lieu of long service is based on the Employee's Ordinary Time Rate of Pay at the time of termination.

6.5.6 Part-Time and Casual Employees – Long Service Leave

- (a) A part time Employee is entitled to long service leave on a pro-rata basis based on their ordinary hours worked over the relevant period.
- (b) A casual Employee is entitled to long service leave on a pro-rata basis based on their ordinary hours worked over the relevant period, provided there is not a break of more than three months between casual engagements.
- (c) A part-time or casual Employee is entitled to be paid, and have deducted from their long service balance, the number of ordinary hours they would have worked during the period of long service leave. This principle also applies in the case of full time Employees who have been employed part-time or casual during the relevant period.

6.5.7 Cash out of Long Service Leave by Request

- (a) An Employee who has seven or more years of continuous service with the Employer may request in writing to cash out a portion of their long service leave, and the Employer may approve such a request, provided the following is adhered to:
  - (i) The cash out request must not result in the Employee's remaining long service leave entitlement being less than 4 weeks;
  - (ii) Only one request can be made per year; and
  - (iii) Each long service leave cash out must be reflected in a separate agreement in writing between the Employer and the Employee.

6.5.8 At the Employee's request and subject to the Employer's approval, long service leave may be taken for double the duration at half pay.

6.5.9 The parties to this Agreement understand that where an Employee has an entitlement to long service leave, only an approximate figure will appear on the Employee's pay slip. The Employer reserves the right to perform a long service leave audit to determine the Employee's accurate long service leave entitlement as applications for long service leave are received and on Employee termination.

**6.6 Parental Leave**

6.6.1 Parental Leave and related entitlements are provided for in the NES. This clause contains additional provisions and is intended to operate in conjunction with the unpaid parental leave provisions of the Act.

6.6.2 Employer Paid Parental Leave

- (a) Parental leave under this clause can be taken for the purposes of:
  - (i) Giving birth to a child;
  - (ii) Adopting a child under the age of 16 years; or
  - (iii) Taking primary care of a child immediately following birth/adoption of the child.
- (b) For the purpose of this clause:
  - (i) An Employee includes both full time and part time Employees but does not include a casual Employee.
  - (ii) To be eligible for Employer paid parental leave, the Employee must have been employed by the Employer for a continuous period of one year or more as a full-time or as a part-time Employee (or a combination of both).
  - (iii) Paid parental Leave is a payment equivalent to 10 weeks of the Employee's ordinary pay, paid from the commencement of the parental leave period. An Employee does not accrue any paid leave during this period nor will an Employee be paid for any public holidays that fall during this period.
  - (iv) The payment in clause 6.6.2 (b) (iii) can be made at half pay over double the duration if the Employee submits such a request in writing. This method of payment will not extend the total period of parental leave.

- (v) The payment to a part-time Employee will be based on their average ordinary hours in the 12 months prior to commencing parental leave.
- (vi) In the case of an Employee, who has reduced the number of hours worked due to their pregnancy based on medical opinion, the payment will be based on the hours of work immediately prior to this reduction occurring.

6.6.3 Australian Government paid parental leave.

In addition to the Employer paid parental leave provisions contained in clause 6.6.2, the Federal Government provides paid parental leave for eligible Employees. For full details, visit:

[www.humanservices.gov.au/customers/services/centrelink/paid-parental-leave-scheme](http://www.humanservices.gov.au/customers/services/centrelink/paid-parental-leave-scheme)

**6.7 Compassionate Leave**

6.7.1 An Employee is eligible to take compassionate leave when a member of their immediate family or their household contracts or develops a personal injury or illness that poses a serious threat to their life, or dies.

6.7.2 Compassionate leave is also available where:

- (a) the Employee or the Employee's partner has a miscarriage; or
- (b) a child who would have been part of the Employee's immediate family or household is stillborn.

6.7.3 The amount of compassionate leave will be two days for each permissible occasion, or three days where the Employee is required to travel outside of Australia for compassionate purposes. An Employee may also apply for additional unpaid leave in such circumstances and the Employee's request will not be unreasonably withheld by the Employer.

6.7.4 An Employee must, when requested, provide evidence to the satisfaction of the Employer to verify the taking of compassionate leave for a permissible occasion.

6.7.5 For full-time and part-time Employees compassionate leave will be paid at the Ordinary Time Rate of Pay for the ordinary hours that the Employee would have worked during the period of leave. For casual Employees, compassionate leave is unpaid.

6.7.6 In this clause, immediate family has the meaning provided in the Act.

**6.8 Paid Family and Domestic Violence Leave**

The NES provides for 10 days of paid Family and Domestic Violence Leave for all Employees (including casual Employees) per year of service.

**6.9 Community Service Leave**

6.9.1 Community Service Leave is provided for in the NES.

6.9.2 An Employee who engages in an eligible community service activity is entitled to be absent from work for a period if:

- (a) the period consists of one or more of the following:
  - (i) time when the Employee engages in the activity;
  - (ii) reasonable travelling time associated with the activity;
  - (iii) reasonable rest time immediately following the activity; and
- (b) the Employee's absence is reasonable in all circumstances.

**6.10 Jury Service**

- 6.10.1 Jury service (part of Community Service Leave) is provided for in the NES. This clause contains additional provisions.
- 6.10.2 An Employee, other than a casual Employee, who is required to attend for jury service during their ordinary working hours will be paid by the Employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the Employee would have been paid if the Employee was not absent on jury service.
- 6.10.3 Alternatively, by agreement, fees (other than meal allowances) received by the Employee to attend jury service will be paid to the Employer and the Employer will continue to pay the Employee their ordinary pay for the time the Employee is absent on jury service.
- 6.10.4 Employees will notify the Employer as soon as practicable of the date upon which they are required to attend for jury service and provide the Employer with proof of such attendance, the duration of such attendance and the amount received in respect of such attendance.
- 6.10.5 If the Employee is not required to attend court for a day or part of a day after attending for jury service and the Employee would ordinarily work for all or part of the remaining day, the Employee must, if practicable, present for work at the earliest reasonable opportunity.
- 6.10.6 For the purpose of this clause, **Ordinary pay** means the Ordinary Time Rate of Pay for the hours that an Employee would normally have expected to work during the period of jury service.



## **7. PART 7 - MISCELLANEOUS**

### **7.1 Commitment to Training and Careers**

- 7.1.1 The Employer supports and encourages Employees obtaining additional knowledge and skills through internal and external professional development activities.
- 7.1.2 Employees are required to complete compulsory internal educational modules on a regular basis. Employees will be asked to attend compulsory training modules or programs in ordinary rostered time with such attendances being paid.
- 7.1.3 Where an Employee requests to undertake compulsory e-learning modules at home, payment for completing such modules at the Ordinary Time Rate of Pay must be approved by the relevant manager before the training is undertaken.
- 7.1.4 Employees are also able to access a variety of non-compulsory education modules at their discretion. In addition, hundreds of LinkedIn Learning modules are available for full-time and part-time Employee free of charge in 2023 and this is expected to continue.
- 7.1.5 Where an Employee would like to further their knowledge within their current work area or to apply for a position within the facility that requires different qualifications to those that they already hold, the Employee may apply to their manager for support to obtain that knowledge or qualification. This support may take the form of paid time off to attend classes or financial support to assist with the payment of course fees.

Examples may include the following which is not an exhaustive list:

- Level 1 Employee moving to a Level 2 Patient Care Assistant by completing a Certificate III in Health Services Assistance or Allied Health Assistance
- Level 1 CSSD Assistant moving to a Level 2 CSSD Technician by completing a Certificate III in Sterilisation Services
- Level 2 Non-Trade Cook moving to a Trade-qualified Chef by completing a Certificate IV in Commercial Cookery or Hospitality
- Stores person obtaining their forklift licence.

### **7.2 Applications for Professional Development Support**

- 7.2.1 An Employee who is seeking financial support to undertake external training must apply in writing using any formal application paperwork currently in use by the Employer. An application must detail the course being, or to be, undertaken and the type of support requested.
- 7.2.2 The Employer may approve up to 38 hours of paid professional development leave per financial year for a full-time Employee (and a pro-rata amount for a part-time Employee based on hours worked) to attend an external course where attendance cannot occur on the Employee's days off.
- 7.2.3 The Employer may provide financial support to an Employee by way of either full or partial reimbursement of the Employee's external course.
- 7.2.4 In assessing an application for financial support and making a recommendation to the relevant Executive Manager, the Employee's manager may consider:
- (a) the relevance of the course to potential positions within the business;
  - (b) the Employee's career goals;
  - (c) potential benefits to the Employee; and
  - (d) potential benefits to the business.
- 7.2.5 The Employee will receive a response to their written request within 21 days.
- 7.2.6 Where the Employer approves full or partial support of an external professional development proposal, the Employer will reimburse the Employee the agreed amount following presentation of receipts or, where arrangements can be made for the training provider to invoice the facility, will forward the payment to the provider directly.

7.2.7 Where an Employee has been provided with support in the form of paid time professional development leave or reimbursement of course fees, the Employee will provide an update on their progress or outcomes to their manager at the end of the course or at 6 monthly internals, whichever comes first.

### **7.3 Anti-Discrimination**

7.3.1 It is the intention of the parties to prevent and eliminate discrimination based on sex, sexual preference, marital status, pregnancy, parental status, age, race, colour, family or carer's responsibility, impairment, religion, political belief or activity, national extraction or social origin, and association with, or relation to, a person identified on the basis of any of the above attributes.

7.3.2 Accordingly, in fulfilling their obligations under the Grievance and Dispute Settlement Procedure, the parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

7.3.3 Nothing in this clause is to be taken to affect:

- (a) any different treatment (or treatment having different effects) which is specifically exempted under the *Anti-Discrimination Act 1991*; or
- (b) an Employee, the Employer or registered organisation, pursuing matters of discrimination, including by application to the Australian Human Rights Commission or the Queensland Anti-Discrimination Commission.

### **7.4 Union Delegates**

The Employer acknowledges the constructive role that democratically elected union delegates undertake in the workplace in relation to union activities that support and assist members. In establishing and maintaining an appropriate relationship between the Employer and the Union, the following will apply:

- (a) A person elected or appointed as a Union Delegate for a particular site will, upon notification to the Employer, be recognised as the accredited representative of the Union.
- (b) A Union Delegate will have the right to discuss work related matters which are of concern to any Employee or to convey information relating to the workplace to Employees, provided that the Union Delegate does not interfere with the work being performed.
- (c) A Union Delegate will be allowed a reasonable period of time during working hours to consult with an authorised official of the Union. Approval will not be unreasonably withheld and will take into consideration the Union Delegate/s' current work priorities, the number of Union Delegates involved and the frequency and duration of such meetings.
- (d) Requests from recognised Union Delegates to attend up to five days of industrial relations education leave per year at the Ordinary Time Rate of Pay will not be unreasonably refused by the Employer. The granting of such leave will take into consideration the number of requests received, the ability to replace the Union Delegate at the requested time and will be subject to the following conditions:
  - (i) The Union Delegate must have at least 12 months continuous service with the Employer prior to such leave being granted; and
  - (ii) The request must be in writing detailing the dates involved and the training provider and given to the Union Delegate Employee's manager at least two weeks prior to the proposed date, so that rosters may be adjusted if necessary.

**7.5 Advertising of Vacancies and Contracting**

- 7.5.1 To provide existing staff with the opportunity to further their career within the Hospital/Day Surgery, or to multi skill in other areas, vacancies will be advertised internally as a general rule. External advertising may also take place at the same time.
- 7.5.2 Applications from part-time Employees for a full-time vacant role will be given preference over applications from casual Employees.
- 7.5.3 If work currently being performed by Employees is outsourced to an external contractor, the contractor will be encouraged to employ the Employees whose employment may be terminated as a result of this business decision.

**SCHEDULE A – WAGE RATES**

Support Services Employees		Ordinary Time Rates of Pay <i>(NOTE: wage increases take effect from the first pay period commencing on or after the dates below)</i>			
Level	Pay Point	1/7/2023	EA commencement date	1/7/2024	1/7/2025
		3.00%		3.00%	3.00%
Level 1	1	\$25.73*		\$26.50	\$27.30
	2	\$26.70*		\$27.50	\$28.33
	3	\$27.17		\$27.98	\$28.82
	4	\$28.12		\$28.96	\$29.83
	5		\$28.40	\$29.25	\$30.13
Level 2	1	\$28.84		\$29.70	\$30.59
	2	\$29.41		\$30.30	\$31.21
	3	\$30.14		\$31.05	\$31.98
	4	\$31.05		\$31.98	\$32.94
Level 3	1	\$31.28		\$32.22	\$33.19
	2	\$31.79		\$32.74	\$33.72
	3	\$32.30		\$33.27	\$34.27
	4	\$32.81		\$33.80	\$34.81
Level 4	1	\$34.49		\$35.53	\$36.59
	2	\$35.24		\$37.74	\$38.87
Level 5	1	\$36.64		\$37.74	\$39.24
Senior Anaesthetic Technician	1	\$36.99		\$38.10	\$39.24
	2		\$38.00	\$39.14	\$40.31

\*Increases for Level 1 Year 1 and Level 1 Year 2 as at 1/7/23 are higher than 3%.

The rates of pay applying from 1/7/2023 only apply to Employees who are employed by the Employer at the commencement date of the Agreement.

## **SCHEDULE B – CLASSIFICATION DEFINITIONS**

### **LEVEL ONE**

#### Work Level Description

Positions at this level involve the delivery of operational services and have work routines, methods and procedures that are clearly established with limited scope for deviation.

#### Characteristics of the Level

An Employee at this level may operate either individually or as a member of a team and will be responsible for the quality of their own work under general supervision. Work will be directly supervised but the Employee may have discretion within procedures regarding the method of completing the task/duty.

This may be an entry level position for an Employee being trained on the job to undertake a position at a higher level.

#### Duties and Skills

Positions at this level may involve an Employee in a range of activities including the performance of non-repetitive tasks governed by established procedures, specific guidelines and standardised instructions.

Duties may include field support or a regulatory inspection activities and data collection and recording.

Appointees to this level undertake a range of functions requiring the practical application of acquired skills and knowledge.

Technical skills not requiring trade or equivalent qualifications are required to safely and effectively operate basic machinery to perform routine and standard functions and to organise duties across a working day to meet regular workload requirements.

#### Indicative Tasks

Indicative tasks/skills of this level could include:

- Kitchen hand/catering attendant and canteen assistant duties
- Basic food preparation and presentation
- Cooking snacks and breakfast
- Counting meal and portion numbers for meal provision
- Provision of basic dietary information
- Distribution and collection of menus/meals for patients
- Transporting, lifting, positioning, assisting with patient exercises
- Removal of waste
- Cleaning of facility and equipment
- Cleaning and making of beds
- Linen supply
- Handling laundry and operation of laundry equipment
- Order supplies, maintain inventory and store work
- Operation of mechanical mobile lifting equipment and responsibility for minor maintenance and repairs of such
- Security as part of duties
- Maintenance of grounds and gardens
- Basic computer tasks
- Handling money
- Assisting in answering phones
- Assisting in basic documentation and administration
- Domestic and general tasks
- Assisting in training of a new Employee or Employees with less skill

- Answering of patient buzzers
- Assisting patients with activities of daily living – General Patient Services Assistant – PSA
- Transportation of Hospital visitors in courtesy buses
- Transport Orderly/Theatre Tracker
- Handyperson duties, general maintenance of facilities and equipment
- Food Service Attendant/Catering Assistant
- Cleaner/Housekeeping Attendant/Environmental Services Assistant
- Laundry Hand
- Groundsman/General Hand
- Domestic and other general tasks
- Stores person
- CSSD Assistant – cleaning, wrapping and preparing items for sterilisation
- Patient Services Assistant

## **LEVEL 2**

### Work Level Description

Appointment to this level requires proven expertise in the particular discipline with demonstrated proficiency in applying established techniques.

An understanding of the Hospital's functions coupled with detailed knowledge of the work unit's operations, practices and procedures are necessary for competent performance.

### Characteristics of the Level

Employees may be engaged at this level by appointment only.

Employees at this level work under general direction and undertake a range of functions which may require the application of trade-based skills and experience or the practical application of a high level of skills.

Employees at this level may operate individually or as a member of a project team within a work group.

Supervision of subordinate Employees within a small discrete work group or function may be a feature of this level.

Assistance is usually available if required when problems occur, although problems are usually resolvable by reference to procedures, documented methods and instructions.

Whilst there is some scope for the exercise of initiative in the application of established work practices and procedures, problems can generally be solved by reference to documented methods and instructions.

### Duties and Skills

Work at this level requires a sound knowledge of the Hospital's functions and the requirements of the discipline.

A sound knowledge of the operating procedures is required.

Supervisory responsibilities may include co-ordination of work-flow processes, training of subordinate staff, responsibility of quality of output of the workgroup, staff assessment and performance counselling in relation to subordinates.

Knowledge and compliance with regulations, codes and specifications may be required.

### Indicative Tasks

Indicative tasks/skills could include in addition to those at Level 1:

- Non-Trade Cook
- CSSD Technician – qualified
- Scope Technician – qualified
- Theatre Technician/ Assistant/Orderly/Patient Service Assistant – Certificate 3
- Security Officer (holding a Security Officer/Crowd Controller licence)
- Anaesthetic Assistant (unqualified with less than 12 months' experience – currently studying).
- Patient Service Assistant (PSA) – Certificate 3

### **LEVEL 3**

#### Work Level Description

Appointment to this level requires proven expertise in the particular discipline with demonstrated proficiency in applying established techniques at a higher level than those required at Level 2.

A thorough understanding of the Hospital's functions coupled with detailed knowledge of the work unit's operations, practices and procedures are necessary for competent performance.

#### Characteristics of the Level

A position at this level requires formal qualifications equivalent to a trade certificate or similar or appropriate experience/training in the field to enable the duties of the position to be carried out.

Employees may be engaged at this level by appointment only.

An Employee at this level may work independently under limited supervision and be responsible for the supervision of other Employees at lower levels.

Tasks performed may be complex requiring theoretical knowledge and motor skills and good communication skills. Such an Employee would perform all tasks incidental to the primary task and facilitate the completion of the entire task.

An Employee at this level will have, or be gaining, formal qualifications or have appropriate skills/experience/training in the field to enable them to carry out the duties of the position.

#### Duties and Skills

Work at this level requires a sound knowledge of the Hospital's functions and the requirements of the discipline.

A sound knowledge of the operating procedures is required.

Supervisory responsibilities may include co-ordination of work-flow processes, training of subordinate staff, responsibility of quality of output of the workgroup, staff assessment and performance counselling in relation to subordinates.

Knowledge and compliance with regulations, codes and specifications may be required.

Duties at this level may include application of trade-based skills or equivalent involving fieldwork, design or modification of equipment, research projects, support services and the collating and analysis of specimens or data.

### Indicative Tasks

Indicative tasks/skills could include in addition to those at level 2:

- Trades positions
- Qualified chef/cook
- Supervisor of Level 1 and 2 Employees

## **LEVEL 4**

### Work Description

Work at this level requires a specialised knowledge within the discipline.

Work is undertaken under limited direction as to work priorities and the detailed conduct of the tasks.

Employees may be responsible for larger work groups or functions.

High levels of initiative in accomplishing objectives may be required to be exercised either on an individual basis or in a multi-disciplinary unit.

### Characteristics of the Level

An Employee at this level may work independently but under limited supervision and perform tasks of some complexity which require applied theoretical knowledge and motor skills and good interpersonal and communication techniques. The Employee would perform all tasks incidental to the primary task and facilitate the completion of the entire task and be responsible for inspection (process, product and materials) for conformity with established operational standards and supervise Employees at lower levels. Employees at this level would perform incidental and peripheral tasks to their main function and be able to move between areas to the level of their training.

### Duties and Skills

Duties include the supervision or management of a work group or function, field group or regional operation, with responsibility for the standard of workmanship, completion of work assignments and allocation of resources.

Interpretation of guideline material and documented precedents and the application of judgement may be required in determining solutions to problems.

### Indicative Tasks

Indicative tasks/skills at this level in addition to those at Level 3 may include:

- Trade supervision or supervision of Employees at Level 3 (e.g., Head Chef)
- Anaesthetic Technician – up to Certificate 4 Level

## **LEVEL 5**

### Work Description

Two positions only are covered at this level which are the positions of:

- Manager; and
- Senior Anaesthetic Technician

Work at this level requires the highest level of specialised knowledge within the discipline as contained within this Agreement.

### Characteristics, Duties and Skills – Manager

Managers (may be referred to as 'Supervisors') at this level will be responsible for an independent function and for the management of a minimum of 10 FTEs within that function (e.g., Catering Department, Housekeeping Department, Stores etc.) and will have responsibility for recruiting, rostering, training and for achieving department KPIs. High levels of initiative in accomplishing objectives are required.

## **SENIOR ANAESTHETIC TECHNICIAN**

### Characteristics, Duties and Skills – Senior Anaesthetic Technician

The Senior Anaesthetic Technician will hold a relevant Diploma such as the Diploma of Paramedical Science (Anaesthesia) or the equivalent UK City and Guilds qualification and will have a minimum of 12 months full-time experience in this position. Training and supervision of less experienced Anaesthetic Technicians may be required at this level as well as other associated duties.



## **SCHEDULE C – VOLUNTARY 12 HOUR SHIFTS**

### **1. Definition**

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

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

2.1 An Employee may agree to participate in the 12-hour shift arrangement on a voluntary basis, subject to approval by the Employer.

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

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

2.4 To participate in 12-hour shift arrangements, an Employee will submit a written request to their manager.

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

### **3. Terms and Conditions**

#### **3.1 Hours of work**

Ordinary hours will be worked and paid in accordance with the relevant provisions in this Agreement, subject to the changes as a result of this clause. The ordinary hours of work are an average of 38 hours within a work cycle of up to 4 weeks with a maximum of four consecutive 12-hour shifts.

#### **3.2 Payment of Ordinary Hours**

Employees working 12-hour shifts will be paid at the Ordinary Time Rate of Pay for 12 hours plus shift and weekend penalties as provided for in clauses 5.4 and 5.5 of the Agreement.

#### **3.3 Combination of Shifts**

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

#### **3.4 Meal Breaks**

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

#### **3.5 Rest Pauses**

An Employee who works a 12-hour shift in accordance with this Agreement is entitled to one paid rest pause of 30 minutes duration. This paid rest pause may be taken as 2 x 15-minute rest pauses as mutually agreed with the Employer. All rest pauses shall be taken at a time to suit the convenience of the Employer and so as not to interfere with the continuity of work where continuity, in the opinion of the Employer, is necessary.

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

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

**3.7 Breaks Between Shifts**

Employees participating in the 12-hour shift arrangements will be allowed a break of 10 hours between the end of one shift and the commencement of another shift. This break cannot be reduced.

**3.8 Annual Leave**

An Employee participating in the 12-hour shift arrangements will meet the definition of a Continuous Shiftworker and qualify for additional annual leave pursuant to clause 6.1.2 if they have worked at least 20 Night Shifts and 20 day shifts in a 12-month period from the anniversary date of their employment. An Employee working 12-hour shifts may also qualify for an additional annual leave pursuant to clause 6.1.3.

**3.9 Taking of Leave**

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

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

**3.10 Payment for public holidays not worked**

This clause applies in lieu of clause 6.3.4.

3.10.1 A full-time or part-time Employee who has a fixed roster that includes a day of the week on which a public holiday falls and who is not required to work on that public holiday will be paid 12 hours at the Ordinary Time Rate of Pay for the public holiday not worked.

3.10.2 A full time or part-time Employee who works rotating shifts and is rostered to work on a public holiday and later advised that they are not required to work on that public holiday will be paid 12 hours at the Ordinary Time Rate of Pay for the public holiday not worked.

3.10.3 A full-time Employee who works rotating shifts and is not rostered to work on the day on which a public holiday falls is not entitled to any payment for a public holiday not worked.

3.10.4 A part-time Employee who is not rostered to work on the day a public holiday falls will be paid for a public holiday not worked if the day was regularly worked by the Employee. A day is regularly worked by the Employee if they have worked at least four of the last seven of such days.

**4. Monitoring and evaluation**

The manager of the work area and the Employees who are working the voluntary 12-hour shift arrangement will continually monitor the effectiveness of this arrangement. This evaluation will include, but not be limited to, consideration of the following factors:

- Patient outcomes
- Health and safety
- Adverse incidents
- Employee satisfaction
- Financial implications
- Personal/carer's leave
- Childcare implications
- Effects on family and social like
- Effects on work performance
- Professional development
- Communication
- Effects of management – recruitment and retention

5. **Participation in Training and Development Activities**


Where an Employee participates in training and development activities, management will take a reasonable approach in determining whether the Employee either commences work before or returns to work after the activity ceases.

## SIGNATORIES TO AGREEMENT

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

By: Greg Hall

-----  
*(print full name of signatory)*



-----  
*(signature)*

Chief Operating Officer - Hospitals

-----  
*(capacity in which signatory has authority to sign)*

30/11/2023

-----  
*(date)*

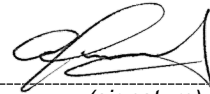
Level 7/479 St Kilda Rd Melbourne 3004

-----  
*(address of signatory)*

For: **Ramsay Professional Services Pty Ltd**

By: Greg Kennedy

-----  
*(print full name of signatory)*



-----  
*(signature)*

Chief Operating Officer - Out of Hospitals

-----  
*(capacity in which signatory has authority to sign)*

30/11/2023

-----  
*(date)*

-----  
*(address of signatory)*

For: **Gold Coast Day Hospitals Pty Ltd**

By: \_\_\_\_\_

-----  
*(print full name of signatory)*

-----  
*(signature)*

-----  
*(capacity in which signatory has authority to sign)*

-----  
*(date)*

-----  
*(address of signatory)*

**SIGNATORIES TO AGREEMENT**

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

By: \_\_\_\_\_  
(print full name of signatory)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(capacity in which signatory has authority to sign)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(address of signatory)

**For: Ramsay Professional Services Pty Ltd**

By: \_\_\_\_\_  
(print full name of signatory)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(capacity in which signatory has authority to sign)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(address of signatory)

**For: Gold Coast Day Hospitals Pty Ltd**

By: MARK FRANCIS PAGE  
(print full name of signatory)

  
(signature)

DIRECTOR  
(capacity in which signatory has authority to sign)

29/11/2023  
(date)

1/2 SHORT ST SOUTHPORT QLD 4215  
(address of signatory)

For: Pindara Day Procedure Centre Pty Ltd

By: ANDREW CARY  
(print full name of signatory)

  
(signature)

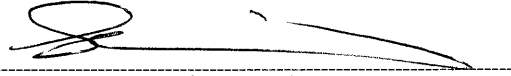
CHAIRMAN  
(capacity in which signatory has authority to sign)

29/11/23  
(date)

13 CARRARA St BENDWA QLD 4217  
(address of signatory)

For: **Australian Workers' Union**

By: Stacey Lee Schinnerl  
(print full name of signatory)

  
(signature)

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

06/12/23  
(date)

Level 13, 333 Adelaide St,  
Brisbane QLD 4000  
(address of signatory)

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

By: \_\_\_\_\_  
(print full name of signatory)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(capacity in which signatory has authority to sign)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(address of signatory)

For: **Australian Workers' Union**

By: \_\_\_\_\_  
(print full name of signatory) (signature)

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

\_\_\_\_\_  
(address of signatory)

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

By: Alex Scott. \_\_\_\_\_  
(print full name of signatory) (signature)

Breck Seadog. \_\_\_\_\_  
(capacity in which signatory has authority to sign) (date)

1/12/23

43 Peel St \_\_\_\_\_  
(address of signatory)

South Brisbane.