



**BETHESDA HEALTH CARE (HSU) ENTERPRISE
AGREEMENT 2024**

1. TITLE

This Agreement shall be known as the Bethesda Health Care (HSU) Enterprise Agreement 2024.

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3. PARTIES BOUND AND APPLICATION

- 3.1 This Agreement will apply to all current and future employees of Bethesda Hospital Incorporated who are employed in any occupations or callings that enable them to be eligible for membership in the Health Services Union of Western Australia.
- 3.2 Subject to compliance with the requirements of sections 185 and 201(2) of the *Fair Work Act 2009* (the "Act"), the Health Services Union will be covered by this Agreement.
- 3.3 This Agreement is intended to reflect the entirety of the employee's terms and conditions of employment and, unless expressly stated otherwise, operates to the exclusion of any provisions of any Award or industrial instrument, except for any terms required to be applied by legislation.

4. PERIOD OF OPERATION

- 4.1 This Agreement will commence operation seven (7) days after the day the Agreement is approved by the Fair Work Commission.
- 4.2 The nominal expiry date of the Agreement is 31 December 2026.
- 4.3 The Agreement will continue to operate beyond the nominal expiry date until a replacement Agreement has been approved by the Fair Work Commission or this Agreement is terminated in accordance with the provisions of the Act.

5. REPLACEMENT

- 5.1 The employer agrees to meet with the Union at least three (3) months prior to the expiration of this Agreement with the purpose of negotiating the continuation of or replacement of this Agreement. The intent is to finalise negotiations before the Agreement expires.
- 5.2 Before submitting a variation, termination or replacement Agreement for the approval of the employees covered by the Agreement, the employer will negotiate in good faith with the Union.
- 5.3 An official of the Union may enter the premises during this time to consult with employees about the variation, termination or replacement.
- 5.4 Nothing in this Clause provides the Union with a right to enter the premises contrary to Section 194(f) or (g) of the Act.

6. BASIS OF AGREEMENT

- 6.1 Employees and the employer agree to work together to achieve a culture within the organisation in which:

- (a) We work as a team recognising the contribution of each individual, honouring their skills, recognising their needs and providing mutual support;
 - (b) We understand the needs of our customers and make every endeavour to meet these needs and, where possible, exceed their expectations of quality service to create a significant competitive advantage;
 - (c) In our dealings with others, we endeavour to uphold the organisation's values of:
Teamwork, Respect, Integrity, Compassion, Excellence and Professionalism;
 - (d) We are constantly looking for ways in which we can improve the quality, efficiency and effectiveness of the services we deliver;
 - (e) We equip each individual with the appropriate skills, resources and support to enable them to meet the changing needs of our customers;
 - (f) We work together in workplace teams where the individual is able to contribute to their full potential;
 - (g) We seek and value the individual's contribution (suggestions) on the current operations and future directions of the Hospital;
 - (h) We promote the wellbeing of the individual by providing a safe work environment and applying safe work practices;
 - (i) We are constantly looking for ways to capitalise on the opportunities provided by change;
 - (j) We recognise the efforts of employees through the provisions of equitable working conditions.
- 6.2 Bethesda Hospital seeks to encourage and maintain a culture that encourages all employees to develop and grow and to position themselves to be an integral part in the provision of a high range of health services.
- 6.3 The success of this Agreement will be dependent on the commitment of both the organisation and individual employees to their respective responsibilities as outlined.
- 6.4 Bethesda Hospital Inc. is committed to providing:
- (a) Fair employment conditions;
 - (b) An environment for individual growth and participation;
 - (c) Effective work practices;
 - (d) Safe working conditions;
 - (e) Relevant on the job training and support for individual staff training and development;

- (f) Regular feedback to staff to assist in their development;
- (g) Opportunity for staff participation as appropriate;
- (h) An open two-way communication process to keep staff informed of organisational changes.

6.5 Employees are expected to:

- (a) Undertake the full role and responsibilities of their position to the best of their endeavours;
- (b) Observe all Hospital Policies and Procedures;
- (c) Work in a safe manner to minimise risk to themselves or fellow workers;
- (d) Participate in training and development to maintain and further their skills and qualifications;
- (e) Support the Bethesda Hospital Mission, Vision and Values.

7. COMMITMENT TO IMPROVED PRODUCTIVITY

The parties to this Agreement recognise that the wage increases and other benefits contained in this Agreement can only be sustained through improvements in productivity, and as such, agree to work positively toward implementing work practices that increase flexibility and improve productivity and the sustainability of the Hospital.

8. COMMITMENT TO THE ELIMINATION OF DISCRIMINATION, HARASSMENT & BULLYING

- 8.1 The Employer is committed to eliminating discrimination, bullying and harassment in the workplace.
- 8.2 The parties to this Agreement will continue to work together to prevent discrimination, bullying and harassment in the workplace. All managers and employees have a responsibility to take timely action to prevent and report workplace discrimination, bullying and harassment.
- 8.3 The Employer will continue to provide information to employees on bullying and harassment in the workplace and will incorporate training and procedures for resolving bullying and harassment in line with the Fair Work Ombudsman training resources.

9. DEFINITIONS

- 9.1 "Agreement" means this document.
- 9.2 "By agreement" means that:

- (a) where the provisions of this Agreement provide, they may be varied by agreement between the employer and the employee, agreement will not be deemed to have been reached unless freely entered into by both parties;
 - (b) where the employer seeks such agreement with an employee, that employee will be made aware of their right and given a reasonable opportunity to contact and seek representation from a Union or, if they so elect, another representative.
- 9.3 "Ordinary rate" means the rate of pay prescribed in Schedule A - Minimum Salaries of this Agreement.
- 9.4 "Ordinary shift rate" means the ordinary rate, over Agreement payments, and shift and weekend penalties.
- 9.5 "Part-time employee" means an employee employed to work less hours than prescribed for full-time employees.
- 9.6 "Casual employee" means an employee that has the meaning given by section 15A of the Act.
- 9.7 "Fixed-term employee" means an employee engaged for a specific period or periods and in accordance with the requirements of sections 333E to 333L of the Act.
- 9.8 "Employer" means the Bethesda Hospital Incorporated.
- 9.9 "Hospital" means the Bethesda Hospital Incorporated.
- 9.10 "Union" means the Health Services Union.
- 9.11 "Act" means the *Fair Work Act 2009*.
- 9.12 "NES" means the National Employment Standards as contained in sections 59 to 131 of the Act.

10. CONTRACT OF SERVICE

- 10.1 The employer will ensure that each employee has a written contract of employment specifying the employee's classification and salary point, as well as the hours the employee will be engaged to work each fortnight. In the case of a fixed-term employee, upon appointment, the contract of employment will identify the reason for which they have been employed and/or specify the end date of the fixed-term contract.
- 10.2 Where additional hours are assigned to an employee on a regular basis, the employee's contract of employment will be varied to ensure the contract reflects the hours being worked by the employee.

11. PERIODS OF NOTICE

11.1 Employer Giving Notice

11.1.1 Subject to this clause, the employer may only terminate the contract of employment by giving the employee the required period of notice in writing, and the contract will expire at the end of that period of notice.

11.1.2 The required period of notice will be:

Employee's Period of Continuous Service with the Employer	Period of Notice *
Not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks
Specified Callings and Other Professionals	4 weeks

*The required period of notice will increase by one (1) week if the employee is over 45 years of age and has completed at least two (2) years continuous service with the employer.

11.1.3 Payment in lieu of notice will be made by the employer if the required notice is not given. Where the employer elects to make a payment in lieu of notice, the total must be worked out based on:

- (a) the employee's ordinary hours of work;
- (b) the amounts payable to the employee in respect of those hours, including allowances, loadings and penalties; and
- (c) any other amounts payable under the employee's contract of employment.

11.1.4 Nothing in this clause affects the employer's right to dismiss an employee without notice for serious misconduct of a kind such that it would be unreasonable to require the employer to continue employment during the notice period. In such circumstances, the employer will pay all monies owing up to the date of dismissal.

11.2 Employee Giving Notice

11.2.1 An employee other than those classified as Specified Callings and Other Professionals may terminate their contract of service by giving the employer two (2) weeks' notice in writing, and the contract will expire at the end of that period of notice.

11.2.2 An employee classified under the Specified Callings and other Professionals classifications referred to in Schedule A of this Agreement may only terminate his/her contract of service by giving the employer four (4) weeks' notice in writing, and the contract will expire at the end of that period of notice.

11.2.3 If an employee fails to give the required notice or leaves during the notice period, the employer may deduct from any monies due to the employee an amount for the period of notice not given, providing authorisation has been given by the employee in writing.

11.2.4 The required notice may be dispensed with by agreement in writing between the employer and employee.

11.3 Probationary Employee

The contract of employment of a probationary employee may be terminated by either party giving one (1) weeks' notice.

11.4 Casual Employee

The contract of employment of a casual employee may be terminated by either party by giving one (1) hours' notice or payment or forfeiture in lieu thereof.

11.5 Fixed-Term Employee

The contract of employment of a fixed-term employee may be terminated by either party by giving the notice specified at 11.1.2, 11.2.1 or 11.2.2, whichever is applicable or payment or forfeiture in lieu thereof.

12. CERTIFICATE OF SERVICE

Where an employee whose service terminates requests a certificate of service, a certificate signed by the employer stating the name of the employee, the period of service, whether the service was full-time or part-time, and the classifications in which work has been carried out will be provided.

13. PROBATIONARY EMPLOYEES

13.1 An employee may be engaged for a probationary period of three (3) months.

13.2 During the probationary period, the employee will be provided with an appraisal of his/her performance on at least a monthly basis.

13.3 If an employee's performance requires further development, the probationary period may be extended for an additional period not exceeding three (3) months.

13.4 Where an employee's probation period has been extended, the employer will advise the employee in writing of the reason and the period of extension.

14. PART-TIME EMPLOYEES

14.1 When an employee is employed under the provisions of this clause, they will be paid at a rate pro-rata to the rate prescribed for the class of work in which they are engaged in the proportion to which their weekly hours bear to the weekly hours of an employee engaged full-time in that class of work.

- 14.2 When an employee is employed under the provisions of this clause, they will be entitled to the provisions of this Agreement with payment being in proportion to which their weekly hours bear to the weekly hours of an employee engaged full-time in that class of work.
- 14.3 A part-time employee may work shifts additional to the rostered shifts at ordinary rates, subject to the normal rostering parameters of a full-time employee, where the employee has previously indicated a willingness to work extra shifts or where the extra shift was arranged prior to the completion of the employee's previous shift.

Provided that a part-time employee will not be required to work an extra shift.

- 14.4 A part-time employee may request a review of their contracted hours where, in the preceding period of 12 months, they worked a pattern of hours on an ongoing basis which, without significant adjustment, they could continue to perform as either a full-time employee or part-time employee with an increase to their current minimum contracted hours.

14.4.1 Any request under this sub-clause must be in writing and provided to the employer.

14.4.2 Where an employee seeks to convert to full-time or increased part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.

Reasonable grounds for refusal include that:

- a) It is known or reasonably foreseeable that the employee's position will cease to exist within the next twelve (12) months;
- b) it is known or reasonably foreseeable that the hours of work that the employee is required to perform will be significantly reduced in the next twelve 12 months or
- c) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next twelve (12) months, which cannot be accommodated within the days and/or hours during which the employee is available to work.

15. FIXED-TERM EMPLOYEES

A fixed-term employee will accrue and be paid all the benefits prescribed by this Agreement for time worked as if the employee was permanently employed, notwithstanding breaks in employment, and will be entitled to receive or give, as the case may be, two weeks' notice of termination of the contract of service, and will either be paid or forfeit, one or two week's pay, as the case may be if the required notice is not given.

16. CASUAL EMPLOYEES

- 16.1 Where an Employee is employed under the provisions of this clause, the employee will be paid at a rate pro-rata to the rate prescribed for the class of work for which the employee is engaged in proportion to which the weekly hours bear to 37.5.
- 16.2 A casual employee will be paid a loading of 25 per cent in lieu of any leave entitlements other than that prescribed for casual employees in the Act.
- 16.3 The Employer must offer a casual employee the opportunity to convert to permanent employment, in accordance with the casual conversion provisions outlined in the NES, if the casual employee has:
- a) been employed for more than twelve (12) months;
 - b) has worked a regular pattern of hours for at least the last six (6) of those months on an ongoing basis; and
 - c) could continue working those hours as a permanent employee without significant changes.
- 16.3.1 If there is a sudden change to an otherwise regular pattern of work under clause 16.3 (b), the employer must demonstrate that the change was not imposed to avoid an obligation to permanently appoint an employee.
- 16.3.2 Permanent employment offered under clause 16.3 must be:
- a) full-time employment, if the employee's hours worked for at least the last six (6) months have been the same as full-time hours or
 - b) part-time employment (consistent with the employee's regular pattern of hours worked for at least the last six (6) months) if the employee's hours worked for at least the last six (6) months have been less than full-time hours.
- 16.3.3 Within 21 days of a casual employee's twelve (12) month anniversary of engagement, the employer must:
- a) make an offer of permanent employment under clause 16.3 or
 - b) write to the employee to notify them that an offer of permanent employment will not be made and specify the reasons that the offer will not be made.
- 16.3.4 The Employer must only decline to offer permanent employment to a casual employee under clause 16.3.3(b) if they have reasonable grounds. Reasonable grounds for deciding not to make an offer are that, in the next 12 months:
- a) the employee's position will not exist;
 - b) the employee's hours of work will significantly reduce;
 - c) the employee's days or times of work will significantly change, and that cannot be accommodated within the employee's available days or times for work or
 - d) the employer would have to make a significant adjustment to the employee's work hours for them to be employed full-time or part-time.

16.3.5 A casual employee can make a request to convert to permanent employment at any time after six (6) months employment. Casual employees can make such a request every six (6) months.

16.3.6 Any matter of dispute pertaining to the interpretation or application of this clause should be raised in accordance with Clause 48 Dispute Settlement Procedures.

17. NO REDUCTION

Nothing herein contained will enable the employer to reduce the salary of any employee or the conditions of work applied to any employee who, at the date of this Agreement, was being paid a higher rate of wage than the minimum prescribed in this Agreement or was being accorded a benefit superior to any herein prescribed as a condition of work.

18. HOURS

18.1 The ordinary hours of duty for full-time employees will be an average of 37.5 hours per week over two fortnightly pay periods, with no more than 10 hours per shift.

18.2 The ordinary hours of duty for a part-time employee will average not less than the minimum weekly number of hours that the employee has been guaranteed in their contract of employment. Such hours can be averaged over a four (4) week period.

18.3 Time worked in excess of a rostered shift or in excess of 75 hours per fortnight by any employee will be paid in accordance with the provisions of Clause 19 - Overtime.

18.4 Ordinary hours may be worked between 6.30 a.m. and 6.00 p.m., Monday to Friday inclusive, and will be arranged by the employer to meet its needs. Ordinary hours worked outside these hours will be paid in accordance with Clause 20 Unsociable Hours/Shift Work.

18.5 Ordinary hours may not be worked over more than six (6) consecutive days other than by agreement between the employee and the employer.

18.6 Ordinary hours will not be worked over more than ten (10) days per fortnight other than by agreement between the employee and the employer.

18.7 Where practicable, an employee will be allowed two days of continuous time off duty per week.

18.8 An employee will not be rostered for duty until at least 9½ hours have elapsed from when the previous rostered shift ended other than by mutual agreement between the employee and the employer. In any event, the minimum break between shifts will be 8 hours. Where the employee agrees to commence a shift less than 9½ hours following the conclusion of a preceding shift, that employee can:

- Take double that time off paid (that is, double the number of hours by which the shift break falls short of 9½ hours) immediately prior to the conclusion of the shift.

- Agree to commence the start of the next rostered shift at a later time with no loss of pay or
 - Agree to be paid at double time for the period the shift break falls short of 9.5 hours.
- 18.9 Broken shifts will not be rostered but may be worked where an employee is called in to work at short notice by agreement.
- 18.10 An employee will not be rostered to work a shift of less than 4 hours duration. It is intended that short shifts will be limited to exceptional circumstances.
- 18.11 A roster of hours to be worked by each employee will be posted in a conspicuous place within the workplace 14 days before it comes into operation.
- 18.12 Seven days' notice will be given of a change in a roster. However, a roster may be altered at any time to enable the functions of the hospital, facility or organisation to be carried on where another employee is absent from duty due to personal/carers leave, compassionate leave, ceremonial leave, unpaid family leave, and domestic violence leave or in an emergency or where there is an unplanned change in activity.
- 18.13 Roster changes with less than seven days' notice can be mutually agreed.
- 18.14 Each employee is entitled to one fifteen-minute paid tea break each shift at a time convenient to the employer. Unless by mutual agreement, the employee should not work more than four hours without a tea break.
- 18.15 An employee is entitled to one meal break per shift of 30 minutes or other time by agreement between the employee and the employer, which will not be counted as time worked. Unless by mutual agreement, the employee should not work for more than five hours without a meal break.
- 18.16 An employee will be paid at ordinary rates for the meal break when they are on call or are required to remain within the employer's premises. This time, however, will not be counted as time worked in the calculation of overtime.
- 18.17 An employee may elect, with the consent of the employer, to work "makeup time", under which the employee takes off ordinary hours and works those hours at a later time at ordinary rates.

19. OVERTIME

- 19.1 An employee may be required to work reasonable overtime.
- 19.2 Overtime and Recall
- 19.2.1 Overtime

All time worked by an employee outside their ordinary rostered hours as defined in Clause 18 - Hours of this Agreement and subject to the provisions of Clause 14 - Part Time employees of

this Agreement, with exception to sub-clause 18.4, will be overtime and will be paid at the following rates:

- (a) Monday to Friday - First two hours paid at time and a half and double time thereafter.
- (b) Saturday and Sunday - All overtime hours worked on a Saturday and Sunday will be paid at double time.
- (c) Overtime worked immediately after a ten (10) hour shift - paid at double time except on a Public Holiday.
- (d) Public Holidays - All overtime worked on a Public Holiday will be paid at double time and a half for each hour worked.

19.2.2 Recall

- (a) An employee who is recalled to work after completion of a rostered shift and having left the premises will be paid in accordance with the Overtime provisions outlined at 19.2.1.
- (b) For each period of recall, an employee will be paid for a minimum period of three (3) hours plus reasonable travelling expenses.

19.3 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime other than for recalls to work at a time or times agreed with the employer.

19.4 Overtime taken as time off during ordinary time hours will be taken at the overtime rate, that is, at the rate attracted by the overtime hours worked.

19.5 Where an employee has elected to take time off in lieu of overtime but has not taken it as time off, the employee can request the payout of the overtime, and the employer will pay the employee the time off in lieu owed in the next pay period following the request. Accrued time off in lieu will be paid out upon termination.

19.6 Where an employee is required to work in excess of two hours overtime immediately following or prior to the employee's rostered shift without being notified the previous day or earlier, the employee will be provided with a meal or where a meal cannot be provided with an allowance of \$12.85. The meal allowance will increase annually at the rate of the agreed quantum and on the dates applicable to the quantum increase.

19.7 When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that the employee will have at least 9½ consecutive hours off duty between the work of successive days. Where this is not possible, the provisions of Clause 18.8 will apply.

20. UNSOCIABLE HOURS/SHIFT WORK

20.1 A loading of 15% on the ordinary rates of pay will be paid for the actual hours of ordinary duty worked between 6.00 p.m. and 6.30 a.m. Monday to Friday.

- 20.2 A loading of 50% on the ordinary rates of pay will be paid for the actual hours of ordinary duty worked between midnight Friday and midnight Saturday.
- 20.3 A loading of 75% on the ordinary rates of pay will be paid for actual hours of ordinary duty worked between midnight Saturday and midnight Sunday.
- 20.4 A loading of 150% on the ordinary rates of pay will be paid for ordinary hours of duty worked on a public holiday or day observed in lieu. Provided that the employee may elect to be paid a loading of 50% for the time worked, with an equivalent period of time off in accordance with clause 22.4.

21. ANNUAL LEAVE

- 21.1 Employees are entitled to four weeks paid annual leave for each year of completed service in accordance with this clause and the NES.
- 21.2 An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work.
- 21.3 An employee who is defined by the NES as a shift worker is entitled to an additional week's leave.
 - (a) for the purposes of this sub-clause, a shift worker is an employee who works for more than four (4) ordinary hours on ten (10) or more weekends during the year in which their annual leave accrues.
- 21.4 An employee who is rostered to work their ordinary hours on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes will be entitled to receive additional annual leave as follows:
 - (a) If 35 ordinary shifts on such days have been worked - one week.
 - (b) If less than 35 ordinary shifts on such days have been worked, the employee will be entitled to have one additional day's leave for each seven ordinary shifts so worked, provided that the maximum additional leave will not exceed five (5) working days.
- 21.5 The maximum additional annual leave for employees meeting the requirements of sub-clauses 21.3 and 21.4 is one (1) week in total.
- 21.6 When proceeding on a period of paid annual leave, an employee will have the option of being paid in one of the following ways:
 - (a) for the whole period of the annual leave being taken prior to taking the leave or;
 - (b) in the normal fortnightly payroll cycle.
- 21.7 When an employee proceeds on paid annual leave, the employee will be paid a loading of either 17½% ordinary salary or an amount equivalent to the shift and weekend penalties the employee would have received if the employee had not proceeded on annual leave, whichever amount is the greater. Where it is not possible to calculate the shift penalties,

and weekend penalties the employee would have received, a calculation based on the preceding four weeks will be applied.

- 21.8 The loadings referred to in this clause will be paid at the time the employee takes the leave.
- 21.9 Any time in respect of which an employee is absent from work will not count in accruing paid annual leave with the exception of paid sick leave, the first three months of unpaid sick leave, the first month of workers' compensation leave, long service leave, compassionate leave, paid parental leave, and paid family and domestic violence leave.
- 21.10 The annual leave prescribed by this clause may be given and taken before the completion of twelve (12) months' continuous service.
- 21.11 If the service of an employee terminate and the employee has taken annual leave, and if that period of leave taken exceeds the employee's entitlement, the employee will be liable to pay the amount representing the difference between the amount received by the employee for the period of annual leave taken and their accrued entitlement. The employer may deduct this amount from any other money due to the employee under this Agreement at the time of termination, providing authorisation has been given by the employee in writing.
- 21.12 Each employee will be given at least fourteen days' notice of the actual commencing date of the employee's leave. A roster will be kept showing the approximate date of commencement of annual leave. The roster will be placed on a notice board in a convenient place for inspection by employees.
- 21.13 An employee's leave will not accumulate for more than one (1) years entitlement except with the consent of the employer, and in no case will it accumulate for more than two (2) years.
- 21.14 The employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.
- 21.15 The employer will inform the employee of the outcome of an annual leave application within two (2) weeks from the time of submission of the application by the employee.
- 21.16 A portion of any annual leave entitlement (inclusive of leave loading) accrued to an employee in excess of four (4) weeks may, by agreement between the employer and the employee, be paid out in lieu of taking that portion of leave, providing that each separate agreement must be in writing.
- 21.17 The provisions of this clause do not apply to casual employees.

22. PUBLIC HOLIDAYS

- 22.1 For the purposes of this clause the following days, or the days observed in lieu of those days, will be considered as public holidays:

New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Western Australia Day, Sovereign's Birthday, Christmas Day, Boxing Day and Easter Sunday.

- 22.2 A full-time employee is entitled to take the public holidays when they fall due at ordinary rates of pay.
- 22.3 A part-time employee is entitled to be paid for public holidays if their work pattern normally prescribes that they would work on the public holiday save for the fact that it is a public holiday.
- 22.4 An employee who works on a public holiday is entitled to a choice of the following:
- (a) double time and a half for the actual time worked on the holiday or
 - (b) time and a half for the actual time worked with an equivalent period of time off, paid at the ordinary rate.
- Such time off will be taken at a mutually agreed time and may be taken in conjunction with a period of annual leave.
- 22.5 An employee is entitled to a day's leave in lieu of a public holiday, paid at the ordinary rate, in respect of a public holiday that occurs during the employee's approved annual leave.
- 22.6 With the exception of Easter Sunday, where any public holiday prescribed by this Agreement falls on a Saturday or Sunday, such holiday shall, for penalty payment purposes, be observed on the next succeeding Monday, and where Boxing day falls on a Sunday or Monday, such holiday for penalty payment purposes be observed on the next succeeding Tuesday.
- 22.7 The leave provisions of this clause do not apply to casual employees.

23. PERSONAL/SICK LEAVE

- 23.1 An employee, other than a casual employee, who is unable to work as a result of the employee's personal illness or injury is entitled to be paid at the ordinary rate of pay inclusive of any penalty payments for periods of absence from work resulting from the illness or injury at the rate of ten (10) days per annum. Part-time employees will be paid pro-rata entitlement based on the number of hours worked.
- 23.2 The entitlement will accrue pro-rata on an hourly basis.
- 23.3 Unused portions of personal/sick leave entitlement will accumulate from year to year and may be taken in any subsequent year.
- 23.4 An employee, other than a probationary employee, may exceed their accrued entitlement by two (2) rostered shifts. The excess payment for the leave may be offset against any future accrual or against monies otherwise payable to the employee at the point of separation.

- 23.5 An employee will advise the employer prior to the commencement of the shift or as soon as reasonably practicable of their inability to attend work, the nature of illness or injury and the estimated duration of absence.
- 23.6 An employee is allowed a maximum of four (4) days absence without a medical certificate in any one accruing year, provided that a medical certificate must be provided for any absence of more than two (2) consecutive days.
- 23.7 If it is not practical to provide a medical certificate, then the employee will provide a statutory declaration or a certificate from a health care professional stating that the employee was, is or will be unfit for work during the period because of a personal illness or injury, and the reason why a medical certificate could not be obtained.
- 23.8 An employee who suffers personal ill health or injury whilst on annual leave will be paid personal/sick leave in lieu of annual leave subject to:
- (a) providing a medical certificate stating the illness or injury necessitated confinement to home or hospital for seven consecutive days or more. The medical certificate must be provided within five (5) days of the illness or injury.
 - (b) the portion of annual leave coinciding with the paid sick leave is to be taken at a time agreed by the employer and employee.
 - (c) where annual leave is replaced with personal/sick leave the leave loading will be recouped in the next pay period unless otherwise agreed between the employer and employee.
- 23.9 Where an employee receives payment under this clause, and the employer subsequently receives payments in respect of the same period under the *Workers Compensation and Injury Management Act 1981*, the employer will reinstate the employee's personal/sick leave or other entitlements accordingly.
- 23.10 The provisions of this clause do not apply to casual employees.

24. CARERS LEAVE

- 24.1 An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support will be entitled to use their sick/personal leave entitlements to provide care and support for such persons because of:
- (a) a personal illness or personal injury affecting the member or
 - (b) an unexpected emergency affecting the member.
- 24.2 The employee will, if required, establish by production of a medical certificate or statutory declaration the illness of the person concerned.
- 24.3 The entitlement to use sick/personal leave in accordance with this clause is subject to:
- (a) the employee being responsible for the care of the person concerned, and

- (b) the person concerned being either:
 - (i) a member of the employee's immediate family or
 - (ii) a member of the employee's household.

(c) the term "immediate family" includes:

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

24.4 The employee will, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee will notify the employer by telephone of such absence at the first opportunity on the day of absence.

24.5 Up to a further two (2) days of unpaid carers leave on each occasion is available in the event of an unexpected household illness or emergency.

24.6 Other than sub-clause 24.5 above, the provisions of this clause do not apply to casual employees.

25. BEREAVEMENT/COMPASSIONATE LEAVE

25.1 An employee, other than a casual employee, is entitled to three (3) days paid Compassionate Leave if:

- (a) a member of their immediate family or household dies or contracts or develops a life-threatening illness or injury;
- (b) a baby in their immediate family or household is stillborn (after 20 weeks gestation);
- (c) they have a miscarriage (before 20 weeks of pregnancy);
- (d) their current spouse or de facto partner has a miscarriage.

Immediate family or household member” means:

- (a) A spouse or former spouse or de facto partner or former de facto partner, child, parent, grandparent, grandchild and sibling of the employee; or
- (b) A child, parent, grandparent, grandchild or sibling of the employee’s spouse (or former spouse) or partner (or former de facto partner), step-relations (for example, step-parent and stepchild); or

- (c) A person who, at or immediately before the relevant time for assessing the eligibility to take leave, lived with the employee as a member of the employee's household (for example, adoptive relations).
- 25.2 At the request of an employee, the employer may exercise discretion in granting bereavement/compassionate leave to an employee with respect to someone with whom the employee has a special relationship.
- 25.3 The three (3) days need not be consecutive.
- 25.4 The employer may grant additional leave at its discretion where an employee has:
 - (a) a significant responsibility for funeral arrangements or
 - (b) other cultural obligations in relation to the death that require a longer period of absence from the workplace. The employer may require reasonable evidence of the legitimate need for the employee to be granted such additional leave.
- 25.5 An employee who claims to be entitled to paid leave under sub-clause 25.1 is to provide to the employer, if so requested, evidence that would satisfy a reasonable person as to:
 - (a) the subject of the leave sought and
 - (b) the relationship of the employee to the person.
- 25.6 The employer will make every endeavour to grant an employee's request for paid annual leave, accrued days off and unpaid leave of absence resulting from bereavement.
- 25.7 A casual employee will be entitled to up to two days unpaid compassionate leave per occasion.

26. LONG SERVICE LEAVE

- 26.1 Subject to the provisions of this clause, the *Western Australian Long Service Leave Act 1958* applies to employees under this Agreement provided that:
 - (a) the employee will receive a cumulative entitlement to thirteen (13) weeks paid Long Service Leave after each ten (10) years continuous service;
 - (b) the employee is entitled to access pro-rata long service leave after seven (7) years of service.
- 26.2 The leave entitlement will be calculated based on the average number of ordinary hours worked during the accrual period.
- 26.3 When long service leave is taken, it will be paid at the ordinary rate of pay.
- 26.4 The employee will be entitled to take his/her Long Service Leave in:
 - (a) one continuous period of thirteen (13) weeks or

- (b) in any other periods as agreed between the employer and employee or
- (c) in any other method as agreed between the parties.

- 26.5 Long Service Leave will be taken within two (2) years of it becoming accrued, due and payable unless otherwise agreed to by the employer.
- 26.6 Where a public holiday occurs during a period of Long Service Leave, the leave is increased by one day for each such public holiday, or the employee will be entitled to another paid day off in lieu of each public holiday to be taken at a time as agreed between the employer and employee.
- 26.7 Long Service Leave will not accrue on unpaid leave or workers' compensation leave in excess of one (1) month.
- 26.8 All pro-rata long service will be payable on termination after seven (7) years of service.

27. COMMUNITY SERVICE LEAVE

- 27.1 Employees are entitled to community service leave in accordance with the NES and relevant State Legislation to attend:
 - a) jury service; or
 - b) a voluntary emergency management activity with a recognised body to deal with an emergency or natural disaster.
- 27.2 Employees are required to notify the employer as soon as reasonably practicable of their intention to take leave and advise the period (or expected period) of the absence.

28. GRANDPARENT'S LEAVE

Use of Personal Leave

- 28.1 Employees are entitled to paid grandparent's leave of up to one (1) day per occasion to provide care and support to their child on the birth or adoption of a grandchild.
- 28.2 Paid grandparent's leave is deducted from the employee's accrued paid personal leave.
- 28.3 The employee will, if required by the employer, provide proof of birth or adoption to satisfy a reasonable person.
- 28.4 The employer may require an employee to provide proof to satisfy a reasonable person of the relationship between the employee and the child that they are taking grandparent's leave to provide care and support.
- 28.5 The employee will, wherever practicable, give the employer notice in writing of the impending birth or adoption, the intention to take grandparent's leave, and the expected dates and estimated length of leave. If it is not practicable to give prior notice of absence,

the employee will notify the employer by telephone of such absence at the first opportunity on the day of absence.

29. FAMILY AND DOMESTIC VIOLENCE LEAVE

29.1 Definition

Family and domestic violence is violent, threatening or other abusive behaviour by a close relative of an employee, a member of an employee's household, or a current or former intimate partner of an employee that seeks to coerce or control the employee; and causes the employee harm or to be fearful.

29.2 Family and Domestic Violence Leave

An employee experiencing family and domestic violence is entitled to ten (10) days per year of paid family and domestic violence leave (non-cumulative) for the purpose of:

- (a) attending legal proceedings, counselling, and appointments with a medical or legal practitioner;
- (b) relocation or making other safety arrangements, or
- (c) other activities associated with the experience of family and domestic violence.

29.3 For full-time or part-time employees, the paid leave provided for in this clause will be paid at the employee's full rate of pay for the hours they would have worked had they not taken family and domestic violence leave.

29.4 Casual employees with a paid entitlement under this clause will be paid at their full rate of pay for the hours they were rostered to work in the period they accessed family and domestic violence leave.

29.5 For the purpose of this clause, the full pay rate incorporates the base rate plus any loadings, allowances, overtime and penalty rates or other separately identified amounts.

29.6 Upon exhaustion of the leave entitlement in clause 29.2, employees will be entitled to up to two (2) days unpaid family and domestic violence leave on each occasion

29.7 Notice and Evidentiary Requirements

The employee will give the employer notice as soon as reasonably practicable of their request to take leave under this clause.

29.8 If required by the employer, the employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clause 29.2. Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), a district nurse, a maternal and child health care nurse, a family violence support service, a lawyer or a statutory declaration.

- 29.9 The employer will take all reasonable measures to ensure that any personal information provided by the employee to the employer concerning an employee's experience of family and domestic violence is kept confidential.

30. PARENTAL AND ADOPTION LEAVE

- 30.1 Full-time, part-time and eligible casual employees are entitled to, after twelve (12) months continuous service with the employer, up to fifty two (52) weeks unpaid parental leave following the birth or adoption of a child in accordance with the Act.
- 30.2 An eligible casual employee is a casual employee who has been employed by the employer on a regular and systematic basis during a period of at least twelve (12) months and who, but for the expected birth or placement of a child, would have a reasonable expectation of continuing engagement with the employer of a regular and systematic basis.
- 30.3 An employee may request to return to work at their substantive level after a period of parental leave on either a temporary or casual basis and at the number of shifts per week or fortnight requested. The employer may refuse on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

Right to Request

- 30.4 An employee entitled to parental leave pursuant to the provisions of this clause may, in writing, request the employer to allow the employee:
- 30.4.1 to extend the period of unpaid parental leave provided for in sub-clause 30.1 by a further continuous period of leave not exceeding 12 months;
- 30.4.2 to return from a period of parental leave on a part-time basis until the child reaches school age;
- to assist the employee in reconciling work and parental responsibilities.
- 30.5 The employer will consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

Employee's request and the employer's decision to be in writing

- 30.6 The employee's request under sub-clause 30.4 and the employer's decision under sub-clause 30.5 must be recorded in writing.

Request to return to work part-time

- 30.7 Where an employee wishes to make a request under sub-clause 30.4.2, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

Communication during parental leave

- 30.8 Where an employee is on parental leave, and a definite decision has been made to introduce significant change at the workplace, the employer will take reasonable steps to:
- 30.8.1 make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave and
 - 30.8.2 provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- 30.9 The employee will take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- 30.10 The employee will also notify the employer of changes of address or other contact details that might affect the employer's capacity to comply with sub-clause 30.9.

Summary of entitlement

- 30.11 The following provides a summary of the entitlement, which is equal to or more favourable than the Act. Any aspects not explicitly addressed below will defer to the Act.
- 30.12 Unpaid parental leave can be taken as either birth-related parental leave, special maternity leave because the employee has a pregnancy-related illness, or the pregnancy has ended within 28 weeks before the expected date of birth other than by the birth of a living child, or adoption leave.
- 30.13 To have an entitlement to parental leave, the employee must have or would have, completed at least twelve (12) months continuous service with the employer immediately before the expected date of birth of the child.
- 30.14 For parental leave, the employer may require the employee to provide the following:
- 30.14.1 a written application for parental leave at least ten (10) weeks before the first day of the intended period of leave stating the first and last days of the leave;
 - 30.14.2 a medical certificate confirming the expected date of birth;
 - 30.14.3 a statutory declaration detailing the following information:
 - (a) that the employee intends to be the child's primary caregiver at all times while on maternity leave;
 - (b) that the employee will not engage in any conduct inconsistent with her contract of employment while on maternity leave.
- 30.15 If an employee is entitled to parental leave, has complied with the documentation requirements, and has a medical certificate stating that they are fit to work, but it is

inadvisable for her to continue in her present position, then

- 30.15.1 if the employer thinks that it is reasonably practicable for the employer to transfer the employee to a safe job, then the employer will do so with no change to the employee's terms and conditions of employment or
- 30.15.2 if the employer does not think it is reasonably practicable to transfer the employee to a safe job, the employee will be entitled to paid no safe job leave for the period it is inadvisable for her to continue in the present position or until the day before the date of birth of the child.
- 30.16 Parental leave will normally commence within six (6) weeks before the expected date of birth of the child. Where work continues within six (6) weeks of the expected birth, the employer may require a medical certificate stating whether the employee is fit to work and, if so, whether it is inadvisable for the employee to continue working in her current position.
- 30.17 An eligible pregnant employee is entitled to take unpaid special maternity leave if the employee is not fit for work because of:
- a pregnancy-related illness, or
 - the pregnancy ends, not in the birth of a living child, within 28 weeks of the expected date of birth.
- 30.17.1 The employee must give the employer notice that they are taking unpaid special maternity leave as soon as possible (which may be after the leave has started) and the expected period of leave.
- 30.17.2 The employer may require evidence that would satisfy a reasonable person (e.g. a medical certificate).
- 30.17.3 The entitlement to unpaid parental leave is not reduced by the amount of any unpaid special maternity leave taken by the employee while they are pregnant.
- 30.18 Once commenced, parental leave may be varied by:
- 30.18.1 the employee giving fourteen (14) days' written notice to extend their period of parental leave, stating the period by which it is to be extended. This may only occur once;
- 30.18.2 by agreement between the employee and the employer to extend the period;
- 30.18.3 by written agreement between the employee and the employer to shorten the period.
- 30.19 Prior to returning to work, the employee must give the employer at least four (4) weeks written notice of the proposed day of return to work.

Return to work after parental leave

- 30.20 On completion of parental leave, an employee is entitled to return to the position they held immediately before starting parental leave.

30.21 If the position referred to in sub-clause 30.20 is not available due to a major organisational restructure, the employee is entitled to an available position:

30.21.1 for which the employee is qualified; and

30.21.2 that the employee is capable of performing, most comparable in status and pay to that of their former position without loss of income. Provided that where immediately before starting parental leave, an employee was acting in, or performing on a temporary basis the duties of, the position referred to in sub-clause 30.20 above, that paragraph applies only in respect of the position held by the employee immediately before taking the acting or temporary position.

Entitlement to paid parental leave

30.22 (i) Full-time and part-time employees with at least twelve (12) months continuous service who present satisfactory evidence to the employer that they will be the primary carer for a child of whom they are the parent or significant family member will be entitled to twelve (12) consecutive weeks paid parental leave. This entitlement will increase to fourteen weeks (14) upon completion of two (2) years continuous service. The period of paid parental leave is inclusive of the 52 consecutive weeks of parental leave as defined in sub-clause 30.1.

(ii) For subsequent periods of paid parental leave, an employee must have worked continuously for at least six (6) months prior to the expected date of birth or adoption placement. For six (6) months service 50% of the full entitlement will be payable, and for each additional month of service completed 1/12 of the full entitlement will be payable up to twelve (12) months being 100% of the entitlement.

(iii) Payment for a part-time employee proceeding on paid parental leave will be determined according to the average of the hours worked by the employee over the preceding twelve (12) months or their ordinary working hours at the time of commencement of the paid leave, whichever is greater.

30.23 Where more than one employee applies for paid parental leave to act as a primary caregiver to the same child, such leave will not be taken at the same time as another family member who is also employed by the employer and wishes to access the primary carer parental leave. Provided that the total period of the paid parental leave for any one birth does not exceed the entitlement outlined at 30.22.

30.24 Paid parental leave will be processed on a fortnightly basis over the period of the paid parental leave entitlement. Paid parental leave must be taken at the commencement of the parental leave period. Where an employee is so paid, the period of Parental leave without pay will be reduced by the same amount.

30.25 An employee who has completed a minimum of twelve (12) months continuous service and is not the primary carer for a child of which they are a parent will be entitled to up to twelve (12) months parental leave at any time within twenty four (24) months of birth or placement of the child, of which one (1) week will be paid at the commencement of the leave.

30.26 The paid leave provided under this sub-clause is in addition to that prescribed in the *Paid*

31. CEREMONIAL LEAVE

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

32. DEFERRED SALARY

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

- (a) By written agreement between the employer and employee, an employee may be paid 80% of his/her normal salary under this Agreement, and/or any replacement Agreement upon the expiry of this Agreement, over a five (5) year period. The fifth year will then be taken as leave with pay with the accrued salary annualised over the year. The fifth-year will be treated as continuous service. The leave may not be accrued unless the employer agrees to the accrual.
- (b) In deciding whether to support a particular request for this arrangement, the employer will take into account factors such as operational requirements. To satisfy operational requirements, the number of employees allowed to work under this arrangement may be restricted at any one time and/or the timing of the arrangements may need to be staggered.
- (c) An employee may withdraw from the arrangement in writing. The employee would then receive a lump sum equal to the accrued credit, paid at a time agreed between the employer and the employee but not more than three (3) months from the time of the employee's written notification of the withdrawal from the arrangement.
- (d) Any paid leave taken during the first four (4) years of the arrangement will be paid at 80% of the employee's normal salary.
- (e) It is the employee's responsibility to investigate the impact of any arrangements under this subclause on his/her allowances, superannuation and taxation and the options for addressing these.

33. SALARIES/WAGES

33.1 Employees covered by this Agreement will receive an overall wage increase of about 9.27% during the term of this Agreement as follows:

- 3% from the first pay period on or after 1 January 2024,
- 3% from the first pay period on or after 1 January 2025,
- 3% from the first pay period on or after 1 January 2026.

- 33.2 The minimum rates of salaries to be paid to employees covered by this Agreement will be those set out in Schedule A – Minimum Salaries of this Agreement.
- 33.3 On employment, an employee will be appointed to a classification level under Schedule A - Minimum Salaries of this Agreement. Whenever an employee takes up another position with the employer, the employee will be appointed to a classification level under Schedule A - Minimum Salaries, appropriate to the new position.

34. PAYMENT OF SALARIES/WAGES

- 34.1 Wages will be paid by direct bank transfer.
- 34.2 Where correct payment is not made to the employee within the nominated time, the problem will be rectified as soon as reasonably practicable by the usual payment method or a different method if agreed.
- 34.3 Where an employee is paid for work not subsequently performed or is overpaid in any other manner, the employer will notify the employee of the overpayment and consult with the employee as to the appropriate recovery rate.
- 34.4 Each employee will be provided with a pay advice slip on each day that wages are paid. The pay advice slip shall detail the following:
- (a) the rate of wage;
 - (b) the hours worked, including overtime;
 - (c) the number of ordinary hours for which payment has been made;
 - (d) the gross wage;
 - (e) the net wage;
 - (f) any allowances paid;
 - (g) the amount of annual leave taken and the composition of these payments;
 - (h) the composition of any termination payment
 - (i) all other requirements in accordance with the Act
- 34.5 Where the payroll system utilised by the employer permits, the employee will be provided with the following additional information on the pay advice slip:
- (a) the employer superannuation component, and
 - (b) the balance of accrued annual leave.
- 34.6 Wages will be paid fortnightly and will be computed by dividing the annual salary rate by 26.0833.
- 34.7 The hourly rate will be calculated by dividing the fortnightly salary by 75.

- 34.8 Upon termination of employment, and where an employee has completed the appropriate resignation form (available from the employer) or has given adequate written notice, the employer will pay to the employee all monies earned by or payable to the employee in accordance with the Act.

35. SALARY PACKAGING

- 35.1 In lieu of the salary rate provided in this Agreement, the employer and employee may agree to implement salary packaging arrangements in accordance with the employer's salary packaging policy. Such salary packaging arrangement will provide a remuneration benefit in total that is no less beneficial than would apply if the employee was paid in accordance with the rate prescribed in Schedule A – Minimum Salaries of this Agreement. The administrative arrangements for salary packaging will be at the discretion of the employer and will be cost-neutral in relation to the total employment cost of the employee for the employer.
- 35.2 In the event that changes in legislation or rulings remove the employer's capacity to maintain the salary packaging arrangements, the employer will be entitled to withdraw from the salary packaging arrangements by giving notice to each affected employee with effect from the date the legislation/ruling becomes operative.
- 35.3 The employer will, as soon as practicable after being advised of such changes, convene a meeting of the parties with a view to reaching an alternative arrangement on salaries and salary benefits.

36. EMPLOYEE RECORDS

- 36.1 The employer will maintain employee records that comply with the requirements of the Act.
- 36.2 Subject to written authorisation by the employee, their employment record will be available for inspection by any officer of the Union or other authorised representative at a time and place as determined by the employer. An employee may view their time and wages record at a time that is mutually convenient to the employee and employer.

37. HIGHER DUTIES

- 37.1 An Administrative, Clerical, Supervisory or Technical classified employee engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed in any one day or shift will be paid at the higher wage rate for:
- (a) the time so worked for two hours or less: or
 - (b) a full day shift where the time so worked exceeds two hours
- 37.2 A Specified Callings and Other Professionals classified employee who is directed by the employer to relieve in a position which is classified higher than the employee's own and who performs the full duties and accepts the full responsibility of the higher position for five consecutive working days or more, will, subject to the provisions of this Agreement, be

paid an allowance equal to the difference between the employee's own salary and the salary of the position in which the employee is relieving.

38. SKILLS DEVELOPMENT

- 38.1 Where an employee is not required to perform their primary function due to periods of low activity, the employee may use that time as paid time for the purpose of skills development.
- 38.2 The terms of such arrangement will be as agreed between the employer and employee.
- 38.3 A minimum of two (2) days Skill/Professional Development Leave at ordinary rates of pay for full-time employees (pro-rata for part-time employees) will be granted to employees covered under this Agreement each financial year. The purpose of this entitlement is to enable employees to undertake learning and development activities that fulfil their skill/professional development and organisational needs.
- 38.4 This leave must be taken in the year it accrues and will not accrue from year to year.
- 38.5 Leave entitlements provided for in this clause will not be applied by the employer to any course or seminar the employee may be directed to attend by the employer.
- 38.6 The employer will not unduly refuse a request for additional days of Skill/Professional Development Leave requested by an employee that either further develops their technical or professional skills, benefits portfolio roles or complements current professional skills and qualifications provided that the absence may be accommodated within the business unit.

39. LEAD APRON ALLOWANCE

An employee who is required to wear a lead apron during the course of their duties will receive the allowance detailed below per hour, or part thereof, for each hour they are required to wear a lead apron:

Rate from the first full pay period on or after the date the agreement is registered	Effective from the first full pay period on or after 1 January 2025	Effective from the first full pay period on or after 1 January 2026
\$2.36	\$2.43	\$2.50

40. MOTOR VEHICLE ALLOWANCE

An employee required and authorised to use his or her own motor vehicle in the course of his or her duties will be paid at the rate per kilometre approved by the Australian Taxation Office for a car.

41. LAUNDRY AND UNIFORMS

41.1 Where a full-time employee is required to wear a uniform, the employer will:

- (a) provide a first issue of any new uniform adopted by the employer to the value of \$500.00;
- (b) pay a uniform allowance of \$6.05 per week;

Each employee will be responsible for the replacement, laundering and maintenance of their uniform.

41.2 Where a part-time employee is required to wear a uniform, the employer will:

- (a) provide a first issue of any new uniform adopted by the employer to the value of \$400.00;
- (b) pay a uniform allowance of \$6.05 per week on a pro-rata basis calculated as the ratio by which their normal hours worked bear to 37.5;

Each employee will be responsible for the replacement, laundering and maintenance of their uniform.

41.3 The uniform allowance at sub-clause 41.1(b) will increase annually by the rate of the agreed quantum and on the dates applicable to the quantum increase as shown:

Date	Rate (annual increase of 3%)
Effective 1 st pay period on or after 01.01.2023	\$6.05
Effective 1 st pay period on or after 01.01.2024	\$6.23
Effective 1 st pay period on or after 01.01.2025	\$6.42
Effective 1 st pay period on or after 01.01.2026	\$6.61

42. ON CALL/CALL-OUT

42.1 An employee is on call when directed by the employer to remain at such a place as will enable the employer to readily contact them during the hours when they are not otherwise on duty. In so determining the place at which the employee shall remain, the employer may require that place to be within a specified radius of the hospital.

42.2 An employee will be paid an hourly allowance as defined in the table below. Provided that payment in accordance with this paragraph will not be made with respect to any period for which payment is otherwise made in accordance with the provisions of this clause when the employee is recalled to work.

On-Call Allowance	From the first pay period on or after
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\$6.41	1 January 2023
\$6.60	1 January 2024
\$6.80	1 January 2025
\$7.00	1 January 2026

- 42.3 If an employee is recalled to work for any purpose, they will be paid a minimum of three (3) hours at the appropriate overtime rate, but they will not be obliged to work for three (3) hours if the work for which they were recalled is completed in less time, provided that if an employee is called out within three (3) hours of starting work on a previous call, they will not be entitled to any further payment for the time worked within that period of three (3) hours.
- 42.4 If an employee is recalled to work, they will be provided with transport, free of charge, from their home to the place of employment and return or be paid the motor vehicle allowance in Clause 40 - Motor Vehicle Allowance of this Agreement.

43. WORKPLACE REPRESENTATIVES

- 43.1 In accordance with the provisions of the *Fair Work Legislation Amendment (Closing Loopholes) Act 2023*, workplace representatives (delegates) have a legitimate role and function in assisting the Union, and Bethesda supports the role of delegates in the workplace. Bethesda recognises and will uphold the rights of delegates under section 350C of the Act.
- 43.2 A workplace delegate is an employee:
- appointed or elected under the rules of an employee organisation;
 - who represent members of the organisation in the workplace.
- 43.3 Delegates are entitled to:
- represent the industrial interests of members and potential members of the employee organisation (including in disputes with their employer);
 - reasonable communication with members and potential members about their industrial interests;
 - reasonable access to the workplace and its facilities to represent their industrial interests;
 - facilities may include but are not limited to the use of meeting rooms, telephones and email.
- 43.4 Workplace representatives have the right to reasonable paid time during normal working hours to consult with union members and perform their role, provided such time off is to be taken in consultation with their immediate controlling officer and takes into account operational requirements.

- 43.5 At the commencement of employment, employees will be provided with Health Services Union information material and advised of the name(s) and location(s) of the HSU workplace representatives. Such information material shall be provided by the Health Services Union.
- 43.6 Workplace representatives have the right to display union material in the workplace and on notice boards provided by the employer.
- 43.7 The employer will provide workplace delegates with:
- Paid delegates' leave of one day per annum;
 - For a newly elected delegate, two days paid leave on the first occasion;
 - 20-minute annual paid meeting for staff to be provided information and training on EA matters and workplace rights. Union organisers may attend these meetings;
 - Up to six months of unpaid leave to engage in Union campaigns or campaigning;
 - Other requests outside these provisions will be given reasonable consideration.

Subject to the following:

- (a) Requests will be in writing and must provide reasonable notice;
 - (b) The approval of the hospital taking into account operational requirements.
- 43.8 The employer recognises that workplace delegates have the right to be treated fairly and perform their role without any discrimination.

44. SUPERANNUATION

- 44.1 The employer will contribute to a superannuation fund on behalf of each employee in accordance with the requirements of the *Superannuation Guarantee (Administration) Act 1992*.
- 44.2 The employer will notify the employee that the employee may nominate a complying fund or scheme.
- 44.3 Contributions will, at the option of the employee, be paid into either:
- (a) The Health Employees' Superannuation Trust Australia (HESTA) or
 - (b) other complying superannuation funds or schemes nominated by the employee.
- 44.4 Where an employee does not make an election; contributions will be paid into:
- (a) The employee's stapled super fund; or
 - (b) HESTA. HESTA provides a "My Super" product and is the employer's nominated fund.

- 44.5 (a) An employee may elect in writing to receive a superannuation benefit in lieu of part of the salary which the employee is entitled to under the terms of this Agreement;
- (b) this election will remain in force until terminated by agreement between the employee and the employer or by either the employee or the employer providing one calendar months' notice;
- (c) all deductions and contributions for the purpose of superannuation shall be recorded on the employee's pay slip.
- 44.6 The employer will pay all contributions into the nominated superannuation fund within 28 days of the end of each month to which the contributions relate.
- 44.7 An employee's earnings base, upon which contributions are calculated, will include the employee's base rate, over-award payments, supplementary payments and shift and weekend penalties.
- 44.8 The employer will continue to pay contributions on behalf of an employee whilst that employee is in receipt of payments under the *Workers' Compensation and Injury Management Act 1981*. Such payments shall continue for a period of six (6) months at the levels stipulated by the *Superannuation Guarantee (Administration) Act 1992*, had the employee remained at work for that period. For the period in excess of six (6) months in which the employee is in receipt of payments under the *Workers' Compensation and Assistance Act*, these contributions will be capped at 3% of the employee's earnings base.

45. WORK HEALTH AND SAFETY

- 45.1 It is the policy of Bethesda Hospital to comply with *Western Australia's Work Health and Safety Act 2020* (WHS Act 2020) and the *Work Health and Safety (General) Regulations 2022*, so far as is reasonably practicable:
- (a) provide and maintain workplaces, plant and systems of work such that employees are not exposed to hazards;
- (b) provide employees with the necessary information, instruction, training and supervision to ensure a safe workplace; and
- (c) provide and maintain appropriate personal protective equipment where it is otherwise not practicable to avoid the presence of hazards.
- 45.2 Each employee will take reasonable care to:
- (a) ensure their own health and safety at work, and
- (b) avoid adversely affecting the health or safety of any other person through any act or omission at work.
- 45.3 The Hospital will ensure that:

- (a) a Work Health and Safety Committee is functioning within the workplace and consists of elected Health and Safety Representatives and Management Representatives
 - (b) Health and Safety Representatives will be provided with adequate training, resources, and support to fulfil their functions in accordance with the WHS Act 2020
 - (c) the election of Health and Safety Representatives is conducted in accordance with the WHS Act 2020 and
 - (d) where it is in receipt of a Section 50 notice, the employer will facilitate the determination of one or more work groups of workers.
- 45.4 The employer recognises an employee's right under the WHS Act 2020 to refuse to undertake work when the employee has reasonable grounds to believe that to continue to work or to commence work would expose the employee or any other person to a risk of imminent and serious injury or harm to their health.
- 45.5 Nothing in this clause is intended to give rise to any civil right of action for breach of an Agreement obligation.
- 45.6 In recognition of the employer's commitment to promoting the health and wellbeing of employees, the employer, will provide to employees so requesting it, an annual Influenza vaccination without cost to the employee.

46. REDUNDANCY

46.1 Interpretation

In this clause:

“employee” does not include an employee engaged on a casual contract;

“redundant” means being no longer required by the employer to continue doing a job because the employer has decided that the job will not be done by any of its employees.

46.2 Employee to be informed:

- (a) Where the employer has decided to make an employee redundant, the employee is entitled to be informed by the employer, as soon as reasonably practicable after the decision has been made, of the action or redundancy, as the case may be.

Discussion to occur

- (b) The employer shall thereafter hold discussions with the employee affected as to:
 - i. the likely effects of the action or the redundancy in respect of the employee; and
 - ii. measures that may be taken by the employee or employer to avoid or minimise a significant effect.

Provided that the employer is not required to disclose confidential information, the disclosure of which may seriously harm the employer's interests.

46.3 Other Parties to be informed

Where the employer has made a definite decision to introduce major changes that are likely to have significant effects on employees, the employer will notify and hold discussions with other interested parties, including the Union. The employer will give prompt consideration to matters raised in relation to the changes.

46.4 Severance Pay

- (a) In addition to the period of notice prescribed in this Agreement, an employee whose employment is terminated on the grounds of redundancy will be entitled to the following amount of severance pay in respect of a continuous period of service:

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
Thereafter	1 week's additional pay for each additional year of service.

"Weeks' Pay" means the ordinary weekly rate of wage for the employee concerned.

- (b) For the purpose of this clause, continuity of service will not be broken on account of:
- any absence from work on account of personal sickness or accident for which an employee is entitled to claim sick pay or carers leave as prescribed by this Agreement or on account of leave lawfully granted by the hospital; or
 - any absence with reasonable cause, proof whereof shall be upon the employee or
 - any absence on approved leave without pay.

Provided that in the calculation of continuous service under this subclause, any time in respect of which an employee is absent from work except time for which an employee is entitled to claim annual leave, sick pay, long service leave and public holidays as prescribed by this agreement will not count as time worked.

- (c) Service by the employee with a business that has been transmitted from one hospital to another, and the employee's service has been deemed continuous in accordance with the *Long Service Leave Act 1958 (WA)* will also constitute continuous service for the purpose of this clause.

46.5 Employee Leaving During Notice

An employee whose employment is to be terminated on the grounds of redundancy may terminate employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances, the employee will not be entitled to payment in lieu of notice.

46.6 Alternative Employment

The employer, in a particular redundancy case, may make an application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

46.7 Leave for Job Interviews

- (a) An employee who has been given notice that they have been, or will be, made redundant, will during the period of notice of termination, be entitled to be absent from work up to a maximum of eight (8) ordinary hours during each week of notice without deduction of pay for the purpose of being interviewed for further employment.
- (b) An employee who claims to be entitled to be paid leave under paragraph (a) will, at the request of the employer, be required to produce reasonable proof of attendance at an interview, or the employee shall not receive payment for the time absent.

46.8 Notice to Department of Human Services (Centrelink)

Where a decision has been made to terminate employees in circumstances of redundancy, the employer will, subject to the agreement of the employees concerned, notify Centrelink thereof as soon as possible, giving relevant information, including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

47. INDIVIDUAL FLEXIBILITY ARRANGEMENT

47.1 An employer and employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

- (a) The arrangement deals with one or more of the following matters:
 - Arrangements for when work is done, such as work hours
 - Overtime rates
 - Penalty Rates
 - Allowances
 - Leave loading
- (b) The arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (a); and

(c) The arrangement is genuinely agreed to by the employer and employee.

47.2 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; and
- (d) Must be documented in such a manner as to allow inspection under section 482 of the Act.

47.3 Where the employer seeks such agreement with an employee, that employee shall be made aware of their right and given reasonable opportunity to contact and seek representation from the Union or other representative.

Any disagreement arising from the operation of this subclause must be resolved in accordance with Clause 48 Dispute Settlement Procedures.

For the avoidance of doubt, providing information to the Union under this subclause does not mean that the Union must approve or consent to the individual flexibility arrangement.

47.4 The employer must ensure that the individual flexibility arrangement:

- (a) Is in writing; and
- (b) Includes the name of the employer and employee; and
- (c) Is signed by the employer and employee, and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) Includes details of:
 - (i) The terms of the Agreement that will be varied by the arrangement; and
 - (ii) How the arrangement will vary the effect of the terms; and
 - (iii) How the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
- (e) States the day on which the arrangement commences.

47.5 The employer must give the employee a copy of the individual flexibility arrangement at the time it is signed by the employee and employer.

47.6 The employer or employee may terminate the individual flexibility arrangement:

- (a) By giving no less 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.

48. DISPUTE SETTLEMENT PROCEDURES

- 48.1 Any dispute, including that pertaining to the NES and matters arising under this Agreement will be settled in accordance with the procedures outlined in this clause. The parties will act in good faith during the resolution process.

This clause in no way limits the rights of the employer, employees and the Union under *Western Australia's Work Health and Safety Act 2020* (WHS Act) or other related legislation.

- 48.1.1 As soon as practicable after the dispute has arisen, it will be considered jointly by the appropriate supervisor, the employee or employees concerned and where the employee or employees so request by the Union or other representative.
- 48.1.2 If the dispute is not resolved, it will be considered jointly by the appropriate senior representative of the employer, the employee, or the employees concerned, and where an employee requests it, the Union workplace representative (delegate) or another representative.
- 48.1.3 If the dispute is still not resolved, it will be considered jointly by the employer, the employee, or the employees concerned and where any employee requests an official of the Union or other representative who will attempt to settle the dispute.
- 48.2 Should the matter remain in dispute after the above processes and all reasonable attempts have been made to resolve the question, dispute or difficulty, the matter may then be referred to the Fair Work Commission for assistance in its resolution or arbitration.
- 48.3 The parties agree that the Fair Work Commission will have the power to do all such things as necessary, including arbitration, for the just resolution of the dispute. Arbitration shall be binding on the parties.
- 48.4 Throughout all steps of the procedure, the relevant facts will be clearly identified and recorded.
- 48.5 Sensible time limits will be agreed upon for the completion of each step of the procedure.

49. DISCIPLINARY/PERFORMANCE MANAGEMENT ISSUES

- 49.1 Where the employer seeks to discipline an employee, the following steps will be observed:
- (a) In the event that an employee commits a misdemeanour, the employee's immediate supervisor or any other officer so authorised may exercise the employer's right to reprimand the employee so that the employee understands the nature and implications of their conduct;
 - (b) The first two reprimands will take the form of warnings and, if given verbally, will be confirmed in writing as soon as practicable after the giving of the reprimand;

- (c) Should it be necessary, for any reason, to reprimand an employee three times in a period not exceeding eighteen (18) months continuous service, the contract of service will, upon the giving of that third reprimand, be terminable in accordance with Clause 11 - Periods of Notice.
- (d) Notwithstanding sub-clause (c), should the employee's misdemeanour be deemed by the employer to be significantly serious, the employer can reprimand the employee and advise in writing that a similar misdemeanour will result in the employee's dismissal.
- (e) The employee will have the right to request representation when being reprimanded in accordance with this subclause.

50. CLASSIFICATION REVIEW

50.1 The Hospital will allocate a salary classification level in accordance with Schedule A – Minimum Salaries/Wages of this Agreement and Schedule B – Classification and Grading of Employees to each position by establishing the work value of the position, taking into account internal and external relativity relevant to the position.

In arriving at an appropriate salary level, the employer will also have due regard for any qualifications which may be a prerequisite for carrying out the position.

50.2 An employee may request a review of the classification allocated in accordance with subclause 50.1 or at any time when a change in duties and responsibilities has occurred. Such a request will be made in accordance with Schedule C - Classification Review Process.

Not more than one request may be made by an individual employee in any twelve (12) month period.

The employer will give the employee written advice on the result of the review.

51. WORKLOAD MANAGEMENT

51.1 The employer is committed to addressing workload management issues and taking reasonable steps to ensure that employees are allocated sustainable workloads and are not required to work excessive or unreasonable hours.

51.2 Where an employee believes they have an excessive or unreasonable workload, this should be raised with their immediate supervisor in the first instance. If the workload issue is not resolved within a reasonable period of time, the matter should be escalated in accordance with Clause 48 Dispute Settlement Procedures.

52. CONSULTATION

52.1 This term applies if the employer:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

52.2 For a major change referred to in sub-clause 52.1(a):

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses 52.3 to 52.9 apply.

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

52.4 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.

52.5 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.

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

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

52.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 52.2(a) and subclauses 52.3 and 52.5 are taken not to apply.

- 52.9 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

- 52.10 For a change referred to in paragraph 52.1(b):
- (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses 52.11 to 52.15 apply.
- 52.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 52.12 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) employee or employees advise the employer of the identity of the representative;
 - (c) the employer must recognise the representative.
- 52.13 As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - i. all relevant information about the change, including the nature of the change; and
 - ii. information about what the employer reasonably believes will be the effects of the change on the employees; and
 - iii. information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 52.14 the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

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

52.16 In this term:

relevant employees means the employees who may be affected by a change referred to in subclause 52.1

53. NES PRECEDENCE TERM


This Agreement will be read and interpreted in conjunction with the 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.

54. SIGNATORIES TO THE AGREEMENT


Signed for and on behalf of
BETHESDA HOSPITAL INCORPORATED


.....
Dr Neale Fong
Chief Executive Officer
25 Queenslea Drive
CLAREMONT WA 6010

In the presence of:


.....
Date: 29/04/2024

Signed for and on behalf of
HEALTH SERVICES UNION


.....
Naomi McCrae (Secretary WA)
8 Coolgardie Terrace
PERTH WA 6000

In the presence of:


.....
Date: 29 APRIL 2024

SCHEDULE A: MINIMUM SALARIES

The minimum rate of salaries to be paid to employees covered by this Agreement are set out hereunder.

1.1. Minimum Salaries – Administration, Clerical, Supervisory, Technical:

		Existing Salary Per Annum	3%Increase 01.01.24	3% Increase 01.01.25	3% Increase 01.01.26
<i>Effective 1st Pay Period on or after;</i>					
1	1st year of service	51,694	53,245	54,842	56,487
	2nd year of service	52,698	54,279	55,907	57,585
	3rd year of service	53,725	55,337	56,997	58,707
2	1st year of service	54,552	56,189	57,874	59,610
	2nd year of service	56,242	57,929	59,667	61,457
	3rd year of service	57,909	59,646	61,436	63,279
	4th year of service	59,582	61,369	63,211	65,107
3/4		62,937	64,825	66,770	68,773
		64,866	66,812	68,816	70,881
		66,199	68,185	70,231	72,337
		68,170	70,215	72,322	74,491
5		70,499	72,614	74,792	77,036
		72,309	74,478	76,713	79,014
6		74,214	76,440	78,734	81,096
		77,252	79,570	81,957	84,415
7		78,841	81,206	83,642	86,152
		81,225	83,662	86,172	88,757
8		83,673	86,183	88,769	91,432
		87,155	89,770	92,463	95,237
9		88,968	91,637	94,386	97,218
		91,460	94,204	97,030	99,941
10		94,020	96,841	99,746	102,738
		96,660	99,560	102,547	105,623
11		101,740	104,792	107,936	111,174
		105,509	108,674	111,934	115,293
12		110,869	114,195	117,621	121,150
13		113,738	117,150	120,665	124,285
		117,370	120,891	124,518	128,253
14		121,131	124,765	128,508	132,363

15		126,631	130,430	134,343	138,373
		131,145	135,079	139,132	143,306
A	1	136,758	140,861	145,087	149,439
	2	142,359	146,630	151,029	155,560
	3	147,901	152,338	156,908	161,615
	4	153,505	158,110	162,853	167,739
	5	162,894	167,781	172,814	177,999
	6	169,758	174,851	180,096	185,499
	7	176,598	181,896	187,353	192,973
	8	184,328	189,858	195,554	201,420
	9	192,516	198,291	204,240	210,367

- 1.2 An employee who is 21 years of age or older on appointment to a classification equivalent to Level 1, may be appointed to the minimum rate of pay based on years of service, not on age.
- 1.3 Annual increments are subject to the employee's satisfactory performance over the preceding twelve months.
- 1.4 Any dispute in relation to the payment of an annual increment will be referred to the Fair Work Commission for determination.
- 1.5 Employees who are appointed to Level 1, Level 2 or Level 3, and are under 21 years of age, salaries shall be calculated using the following percentages of the first year of service rate for the Level the employee is appointed to:

Under 17 years of age	54%
17 years of age	64%
18 years of age	74%
19 years of age	86%
20 years of age	97%

Notwithstanding this provision, the employer can appoint an employee to the first year of service rate or higher.

- 1.6 Employees in the callings of Anaesthetic Technician and Orthopaedic Technician will progress through the classification levels and salary points as follows:

POSITION TITLE	CLASSIFICATION	CRITERIA
Anaesthetic Technician	5.1	No qualification. Currently undertaking 2 nd year of TAFE Anaesthetic technician course. Training position requiring supervision at all times
	5.2	Annual incremental progression if required
	6.1	No experience.

		Anaesthetic qualification and 1 st year of practice
	6.2	Anaesthetic qualification and 2 nd year of practice
	7.1	Anaesthetic qualification and 3 rd – 5 th year of practice
	7.2	Annual incremental progression 5+ years
Orthopaedic Technician	5.2	No qualification. No previous orthopaedic technician experience. Annual progression to 6.1
	6.1	Demonstrated knowledge and experience in orthopaedic technician role
	6.2	Annual incremental progression
Supervisor Orthopaedic Technician	7.1	By appointment
	7.2	Annual incremental progression

1.7 Minimum Salaries - Specified Callings and Other Professionals:

Employees who are employed in the calling of Medical Scientist, Scientific Officer, Dietitian, Occupational Therapist, Physiotherapist, Social Worker, Speech Pathologist, or any other professional calling as agreed between the Union and the employer, will be entitled to Annual Salaries as follows:

	Existing Salary	3% Increase	3% Increase	3% Increase
	Per Annum	01.01.24	01.01.25	01.01.26
		<i>Effective 1st Pay Period on or after;</i>		
Level 5/10	71,322	73,462	75,666	77,935
	74,214	76,440	78,734	81,096
	78,841	81,206	83,642	86,152
	83,673	86,183	88,769	91,432
	91,460	94,204	97,030	99,941
11/12	96,660	99,560	102,547	105,623
	101,740	104,792	107,936	111,174
	105,509	108,674	111,934	115,293
13/14	110,869	114,195	117,621	121,150
	113,738	117,150	120,665	124,285
	117,370	120,891	124,518	128,254
15	121,131	124,765	128,508	132,363
	126,631	130,430	134,343	138,373
	131,145	135,079	139,132	143,306

A	1	136,758	140,861	145,087	149,439
	2	142,359	146,630	151,029	155,560
	3	147,901	152,338	156,908	161,615
	4	153,505	158,110	162,853	167,739
	5	162,894	167,781	172,814	177,999
	6	169,758	174,851	180,096	185,499
	7	176,598	181,896	187,353	192,973
	8	184,328	189,858	195,554	201,420
	9	192,516	198,291	204,240	210,367

1.8 Subject to subclause 1.9 of this clause, on appointment or promotion to the Level 5/10 under this clause:

- (a) employees, who have completed an approved three academic year tertiary qualification, relevant to their calling, will commence at the first year increment;
- (b) employees, who have completed an approved four academic year tertiary qualification, relevant to their calling, will commence at the second year increment;
- (c) employees, who have completed an approved Masters or PhD Degree, relevant to their calling, will commence on the third year increment.

Provided that employees who attain a higher tertiary level qualification after appointment will not be entitled to any advanced progression through the range;

1.9 The employer and Union will be responsible for determining the relevant acceptable qualifications for appointment for the callings covered by this schedule and shall maintain a manual setting out such qualifications;

1.10 The employer, in allocating levels pursuant to clause 1.7 of this schedule may determine a commencing salary above level 5/10 for a particular calling/s.

1.11 Annual increments will be subject to the employee's satisfactory performance over the preceding twelve months.

SCHEDULE B: CLASSIFICATION AND GRADING OF EMPLOYEES

For the purposes of this Agreement the minimum classification of administration, clerical, supervisory and technical employees are as set hereunder.

Position Title	Classification Level
Patient Services Assistant	2
Patient Services Clerk	3/4
Health Information Officer	
ICT Support Officer	
Patient Invoicing Officer	
Receptionist	
Ward/MPaCCS Clerk	
Administrative Assistant	
Admissions Clerk	
Ward Receptionist	
Accounts Officer	5
Administration Officer	
Patient Accounts Clerk	
People and Culture Project Officer	
Supply Liaison Assistant	
Trainee Clinical Coder	
Anaesthetic Technician	5-7
Orthopaedic Technician	5-6
Accreditation Officer	6
Patient Services Supervisor	
Volunteer Coordinator	
Clinical Coder	6-9
Patient Accounts Team Leader	7
Payroll Officer	
Supervisor Orthopaedic Technician	
Senior Clinical Coder	10
Clinical Documentation Specialist	11
Senior Social Worker	13/14

Positions not specifically named in this Schedule will be allocated the classification equivalent to that applying to the employee under the *Health Professionals and Support Services Award 2020*, unless otherwise varied during the life of this Agreement.

SCHEDULE C: CLASSIFICATION REVIEW PROCESS

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

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

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

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

Work Value Definition

Work value for the purpose of reclassification of positions is defined according to the following:

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

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