



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Ramsay Health Care Australia Pty Limited**  
(AG2023/5469)

## **RAMSAY HEALTH CARE NEW SOUTH WALES HEALTH PROFESSIONALS AND SUPPORT SERVICES ENTERPRISE AGREEMENT 2023**

Health and welfare services

COMMISSIONER MATHESON

SYDNEY, 29 FEBRUARY 2024

*Application for approval of the Ramsay Health Care New South Wales Health Professionals and Support Services Enterprise Agreement 2023*

[1] An application has been made for approval of an enterprise agreement known as the *Ramsay Health Care New South Wales Health Professionals and Support Services Enterprise Agreement 2023* (Agreement). The application was made by Ramsay Health Care Australia Pty Limited (Applicant) pursuant to s.185 of the *Fair Work Act 2009* (Cth) (Act). The Agreement is a single enterprise agreement covering three employers that are related employers, being:

1. Ramsay Professional Services Pty Limited;
2. BDS Operator Pty Limited; and
3. Ramsay Health Care Australia Pty Limited.

[2] Changes to the Act came into effect on 6 June 2023 in relation to genuine agreement. The Form F17A indicates that the notification time for the Agreement was 28 February 2023. In these circumstances and as a consequence of the *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Amending Act), clause 66 of Part 13 of Schedule 1 of the Act has the effect that despite the amendments made to the Act by Part 14 of Schedule 1 to the Amending Act, Part 2-4 of the Act continues to apply as if the amendments had not been made. The application has been assessed on this basis, taking into account the provisions of Part 2-4 of the Act in relation to genuine agreement in force immediately prior to 6 June 2023.

[3] The application was accompanied by a signature page that did not comply in all respects with Regulation 2.06A of the *Fair Work Regulations 2009* (Cth). An amended signature page was subsequently filed. I consider it appropriate in the circumstances to waive an irregularity in the form or manner in which an application was made and do so pursuant to s.586(b) of the Act.

[4] The Applicant, who is also the employer covered by the Agreement, has provided written undertakings. A copy of the undertakings is attached at Annexure A of this decision (Undertakings). The views of each person I know is a bargaining representative for the Agreement were sought in relation to the Undertakings and no objections were raised. I am satisfied that the effect of accepting the Undertakings is not likely to:

- (a) cause financial detriment to any employee covered by the Agreement; or
- (b) result in substantial changes to the Agreement.

[5] Pursuant to s.190(3) of the Act, I accept the Undertakings.

[6] Subject to the Undertakings, and on the basis of the materials before the Commission, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 of the Act as are relevant to the application for approval of the Agreement have been met.

[7] The Health Services Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act, I note that the Agreement covers the organisation.

[8] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 March 2024. The nominal expiry date of the Agreement is 30 November 2025.



COMMISSIONER

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## Annexure A

### IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2023/5469

Applicant: RAMSAY HEALTH CARE AUSTRALIA PTY LIMITED

Section 185 – Application for approval of a single enterprise agreement

### Undertaking - Section 190

I, Peter Ryan, Director ER & Policy, for Ramsay Health Care Australia Pty Limited, give the following undertakings with respect to the Ramsay Health Care New South Wales Health Professionals and Support Services Enterprise Agreement 2023 ("the Agreement"):

1. I have the authority given to me by Ramsay Health Care Australia Pty Limited, Ramsay Professional Services Pty Limited and BDS Operator Pty Limited to provide these undertakings in relation to the application before the Fair Work Commission.
2. An Allied Health Manager – Level 1 with more than 3 years of full-time equivalent experience in this classification will be paid an Ordinary Rate of no less than \$65.40 from the commencement date of the Agreement and \$67.36 from the first pay period on or after 1 December 2024.

3. Clause 36.4 is amended to read as follows:

*Employees whose employment has been terminated by either party will receive their final pay in the next pay cycle after termination. Such final pay will include payment of all entitlements payable on termination. On termination, an Employee must return all company property (ie uniforms, keys, ID, barge/swipe-cards, computers, phones etc) to the Employer.*

4. Clause 25.7 is amended to read as follows:

*If Ramsay proposes to introduce a new split shift arrangement for an Employee where split shifts have not previously been worked by the Employee, Ramsay will consult with the Employee in accordance with clause 10.3.*

5. Clause 26.4 (f) is deleted and will not form part of the Agreement.

6. Clause 29.3 (a) is amended to become:

*(a) that is recorded as overtime in Ramsay's time and attendance system, or such other approved time record, and is approved or authorised as overtime work by Ramsay".*

7. Clause 25.1 is amended as follows:

*The ordinary hours of work can be worked at any time Monday to Sunday. Ordinary hours that are worked between 6.00am and 6.00pm on Monday to Friday are at Ordinary Rates only, except where this Agreement provides for a loading to be paid in addition.*

8. The first part of the definition of night shift in clause 30.3 (a) (ii) is amended as follows:

*A night shift is a rostered shift of ordinary hours commencing at or after 4.00pm and before 6.00am on the following day on any day Monday – Friday.*

9. Clause 27.1(c) is amended to read as follows:

*An Employee who is required to remain on duty during a meal break shall be paid at Ordinary Rates until the meal break is taken. In order for the Employee's manager to authorise the Employee's work through the meal break, the Employee must notify their manager in advance that they are not able to take the meal break. If advance notification is not practicable, the Employee must notify the manager as soon as possible thereafter.*

10. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



*Signature*

27 February 2024

*Date*

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

**RAMSAY HEALTH CARE NEW SOUTH WALES  
HEALTH PROFESSIONALS AND SUPPORT SERVICES  
ENTERPRISE AGREEMENT 2023**

**FINAL VERSION 4 DECEMBER 2023**

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## **PART 1 – DETAILS OF AGREEMENT**

### **1. Title**

This Agreement shall be known as the *Ramsay Health Care New South Wales Health Professionals and Support Services Enterprise Agreement 2023 (Agreement)*.

### **2. When the Agreement applies and who it covers**

2.1 The Agreement shall commence operating 7 days after the date it is approved by the Fair Work Commission (**Commencement Date**) and shall remain in force until 30 November 2025. After this period, the Agreement shall continue until it is terminated or replaced by a new enterprise agreement.

2.2 This Agreement shall apply to and cover:

- (a) Ramsay Health Care Australia Pty Limited, Ramsay Professional Services Pty Limited and BDS Operator Pty Limited (Ramsay, the Employer);
- (b) the Health Services Union NSW Branch (HSU), provided they give notice to the FWC in accordance with the Act; and
- (c) Employees of Ramsay in New South Wales who, on or after the Commencement Date, are employed in a classification in this Agreement (as set out in Schedule 1) at a Ramsay NSW Health Facility (**Employee(s)**).

2.3 A Ramsay NSW Health Facility is a facility that is part of Ramsay Health Care and that falls within the meaning of a “private health facility” as defined in s.8 of the Private Health Facilities Act 2007 (NSW). Ballina Day Surgery is a Ramsay NSW Health Facility for the purposes of this Agreement.

### **3. Effect of this Agreement**

3.1 From the time the Agreement commences (see clause 2.1), it shall apply to Ramsay and the Employees. The Agreement replaces any earlier enterprise agreement. While the Agreement is in operation, the Award and any other industrial instrument shall not apply to any Employee.

3.2 The 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.

3.3 No Employee shall have their Ordinary Rate reduced as a result of the commencement of this Agreement.

### **4. Posting of Agreement and the NES**

A copy of this Agreement shall be made available for Employees to read and shall be easily accessible at the facility and /or on the Ramsay intranet. Ramsay shall also provide a link to the NES on the Ramsay intranet for Employees to access.

### **5. Definitions**

5.1 Terms in this Agreement that are capitalised obtain their meaning in the context of the Agreement, or as defined in this clause.

5.2 A reference in this Agreement to a clause, is a reference to the clause number in this Agreement unless otherwise stated.

5.3 For the purpose of the Agreement the following definitions shall apply:

- (a) **Act** means the Fair Work Act 2009 (Cth) and includes any amendment to or replacement of that Act;
- (b) **AHPRA** is the Australian Health Practitioner Regulation Agency.



- (c) **Award** means the Health Professionals and Support Services Award 2020;
- (d) **By appointment only** means that an Employee has the ability to apply for a vacant position based on meeting the criteria outlined within the key capabilities of the role. The Employee's experience, qualifications and competency would be assessed and evaluated by the Employer to understand their ability to undertake the inherent requirements of the role, specifically in regards to the competency and skills used in the duties of such vacancy. The decision to appoint will remain at the Employer's discretion.
- (e) **Casual Employee** means an Employee of Ramsay whose employment is consistent with the meaning of 'casual Employee' in the *Fair Work Act 2009* (Cth), including that the Employee has no firm advance commitment of continuing or regular work and is paid a casual loading in lieu of paid leave entitlement under the NES;
- (f) **Casual Loading** means the 25% casual loading on the Ordinary Rate payable to casual Employees as set out in clause 17.3;
- (g) **Employee** means an Employee of Ramsay within the meaning of clause 2.2(c) of the Agreement;
- (h) **FWC** means the Fair Work Commission;
- (i) **Health Facility** means a Ramsay NSW Health Facility described in clause 2.3;
- (j) **NES** means the National Employment Standards in the Act;
- (k) **Ordinary Rate** means the base hourly rate of pay for an Employee's classification in this Agreement, excluding any loading or overtime rate;
- (l) **Overtime** means as defined in clauses 29.3 and 29.4 of the Agreement;
- (m) **Shiftworker** – for the purpose of the additional annual leave in the NES, see clause 46.4.
- (n) **Union** means the HSU;
- (o) **Work area** means a department, team, unit or identifiable work area within a Health Facility.

## PART 2 – GENERAL TERMS

### 6. Dispute Resolution

- 6.1 If a dispute relates to a matter arising under the Agreement or the NES, this term sets out procedures to settle the dispute. A dispute under this clause can be notified by any person covered by the Agreement who is impacted by the matter(s) in dispute.
- 6.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term, which may include the Union.
- 6.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.
- 6.4 As soon as practicable after the dispute arises, the Employee(s) or their representative(s) shall present the dispute to their immediate supervisor for joint consideration and resolution. The supervisor shall respond as soon as is practicable. Where the dispute involves actions of the immediate supervisor the Employee(s) may proceed directly to the next step in the procedure.
- 6.5 Where the dispute cannot be resolved with the immediate supervisor, the Employee(s) or their representative(s) shall refer their dispute to the next level of management for joint consideration and resolution. The manager shall respond within 24 hours or as soon as is practicable. Where the dispute involves actions of the manager the Employee(s) may proceed directly to the next step in the procedure.
- 6.6 Where the dispute cannot be resolved by the manager, the Employee(s) or their representative(s) shall refer the dispute to a senior manager, or that manager's nominated representative (which may be a workplace relations or human resource representative) for joint consideration and resolution. The manager shall respond within 24 hours or as soon as is practicable. Where the matter is not resolved either party may proceed to the next step in the procedure.
- 6.7 If there is still no resolution a party to the dispute may refer the matter to FWC. The FWC may deal with the dispute in 2 stages:
- (a) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - (b) if the FWC is unable to resolve the dispute at the first stage, the FWC may arbitrate the dispute or making a determination that is binding on the parties.

*Note: If FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*

- 6.8 While the parties are trying to resolve the dispute using the procedures in this term:
- (a) an Employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety;
  - (b) an Employee who performs their work as normal does so without prejudice to the resolution of the dispute; and
  - (c) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
    - (i) the work is not safe; or
    - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
    - (iii) the work is not appropriate for the Employee to perform; or

- (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

6.9 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term, subject to any appeal process in the Act.

## **7. Flexibility Arrangements**

7.1 An Employee and Ramsay may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

- (a) the Agreement deals with 1 or more of the following matters:
  - (i) arrangements about when work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates;
  - (iv) allowances;
  - (v) leave loading; and
- (b) the arrangement meets the genuine needs of Ramsay and the Employee in relation to one or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by Ramsay and the Employee without coercion or duress.

7.2 Ramsay 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.

7.3 Ramsay must ensure that the individual flexibility arrangement:

- (a) is in writing (Ramsay will endeavour to provide translation of the arrangement into an appropriate language, if requested); and
- (b) includes the name of the Employee and Ramsay; and
- (c) is signed by Ramsay and the Employee, and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
  - (i) the terms of this Agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

7.4 Ramsay must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

7.5 Ramsay or the Employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if Ramsay and the Employee agree in writing--at any time.

## **8. Cooperation**

- 8.1 The parties to this Agreement agree to consult, cooperate and collaborate by some or all of the following as appropriate:
- (a) establishing or joining an already established committee;
  - (b) attending meetings;
  - (c) providing written communications; and/or
  - (d) providing and receiving feedback.
- 8.2 The parties to this Agreement agree to consult, cooperate and collaborate by some or all of the following as appropriate:
- (a) share information relating to the workplace;
  - (b) ensure that Employees are aware of the content of this Agreement and any other information relating to their workplace rights and responsibilities;
  - (c) work towards a co-operative and positive workplace culture;
  - (d) increase the productivity of the workplace;
  - (e) ensure better and more informed decision making;
  - (f) promote continuous quality improvement; and
  - (g) minimise disputes and disagreements.

## **9. Confidentiality**

- 9.1 The Employer is not required to disclose confidential or commercially sensitive information to Employees or Employee representatives.
- 9.2 Where the Employer shares confidential or sensitive information with Employees, those Employees agree that this information will remain confidential and shall not be disclosed to parties not involved in the consultation process.

## **10. Consultation**

- 10.1 Where Ramsay has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on Employees:
- (a) Ramsay must notify the Relevant Employees of the decision to introduce the major change.
  - (b) As soon as practicable after making its decision, Ramsay must:
    - (i) discuss with the Relevant Employees the introduction of the change, the effect the change is likely to have on the Relevant Employees and measures Ramsay is taking to avert or mitigate the adverse effect of the change on the Relevant Employees; and
    - (ii) for the purposes of the discussion, provide to the Relevant Employees in writing all relevant information about the change (including the nature of the change proposed), information about the expected effects of the change on the Relevant Employees and any other matters likely to affect the Relevant Employees.
  - (c) Ramsay must give prompt and genuine consideration to matters raised about the major change by the Relevant Employees.
- 10.2 For the purpose of clause 10.1, a major change is 'likely to have a significant effect on Employees' if it results in the termination of the employment of Employees, major change to

the composition, operation or size of Ramsay' workforce or to the skills required of Employees, the elimination or diminution of job opportunities (including opportunities for promotion or tenure), the alteration of hours of work, the need to retrain Employees, the need to relocate Employees to another workplace or the restructuring of jobs, but does not include where a term in this Agreement provides for a major change.

10.3 Where Ramsay proposes to introduce a change to the regular roster or ordinary hours of work of Employees, that is not otherwise provided for in this Agreement:

- (a) Ramsay must notify the Relevant Employees of the proposed change.
- (b) As soon as practicable after proposing to introduce the change, Ramsay must:
  - (i) discuss with the Relevant Employees the introduction of the change;
  - (ii) for the purposes of the discussion, provide to the Relevant Employees all relevant information about the change (including the nature of the change proposed), information about what Ramsay reasonably believes will be the effects of the change on the Relevant Employees and information about any other matters that Ramsay reasonably believes are likely to affect the Relevant Employees; and
  - (iii) 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).
- (c) Ramsay must give prompt and genuine consideration to matters raised about the change by the Relevant Employees.

10.4 In this clause, 'Relevant Employees' means Employees affected by a definite decision in clause 10.1 or proposed change in clause 10.3.

10.5 A Relevant Employee may appoint a representative for the purpose of the procedure in this clause. If one or more Relevant Employees appoint a representative for the purpose of consultation and advise Ramsay of the identity of the representative, Ramsay must recognise the representative.

10.6 Nothing in this clause requires Ramsay to disclose confidential or commercially sensitive information to the Relevant Employees.

## **11. Disciplinary Process**

11.1 This term specifies the procedure to be followed where Ramsay decides to commence a disciplinary process in relation to an Employee. A disciplinary process is where an outcome may include a warning or other disciplinary action up to or including a dismissal in a serious matter. This term does not apply where Ramsay decides to commence some other process such as, but not limited to, counselling, an investigation or performance management.

11.2 Ramsay shall inform the affected Employee if it decides to commence a disciplinary process. The Employee shall have the right to appoint a support person, which can be a Union representative or other person, at any stage in the disciplinary process. It is the responsibility of the Employee to organise the support person's attendance at any disciplinary meeting.

11.3 As a guide, Ramsay may decide to commence a disciplinary process where the concern is that the performance or conduct of an Employee has put at risk the safety or rights of other Employees or persons, the efficient and productive operation, is contrary to a Ramsay Policy or law, or amounts to serious misconduct by the Employee.

11.4 Ramsay will ensure that any disciplinary process is conducted in a timely, objective and fair manner in accordance with the principles of natural justice, including the opportunity for an Employee to respond to any allegations against them.

11.5 Employees have the right to be provided with the details of any complaint made against them and have the right of reply before any decision will be made.

11.6 A disciplinary process may result in a disciplinary action being taken by Ramsay against an Employee, or other outcome that does not involve disciplinary action. Where the outcome is a disciplinary action it may involve:

Stage 1	Counselling	(Informal)
Stage 2	First Formal Warning	(Written)
Stage 3	Final (Second) Formal Warning	(Written)
Stage 4	Dismissal	(Written)

11.7 A formal warning will be provided to the Employee in writing.

11.8 In a case where serious misconduct is found to have taken place, an Employee may be summarily dismissed without any requirement for Ramsay to first take any other disciplinary action.

## **12. Discrimination, Bullying and Harassment**

12.1 Discrimination, harassment or victimisation on the basis of a person's race, colour, sex, sexual orientation, breastfeeding, gender identity, intersex status, age, physical or mental disability, marital status, family or carer's responsibilities, pregnancy, religion, political opinion, national extraction or social origin is against the law and will not be tolerated by Ramsay, the Employees or the Union.

12.2 Ramsay has policies that will apply as one measure to be taken by Ramsay to ensure that all Employees understand their obligations and can take steps to eliminate and prevent unlawful discrimination, harassment, victimisation and bullying at the workplace.

12.3 All Employees are responsible for their own behaviour and are required to comply with Ramsay's policies in relation to unlawful discrimination, harassment, victimisation and also workplace bullying.

12.4 These statements are included here because Ramsay, the Employees and the Union recognise the importance of complying with laws that aim to eliminate and prevent unlawful discrimination, harassment, victimisation and bullying in the workplace, but they do not replace those laws or operate so as to create any separate enforceable right or duty on a person covered by this Agreement.

## **13. Diversity**

13.1 The Employer recognises the need to respect and value the diversity of the workforce and is committed to facilitating that diversity by preventing and eliminating discrimination.

13.2 Where staff wish to celebrate cultural or religious days of observance, which do not coincide with existing public holidays, their requests for annual leave on these days will not be unreasonably refused.

## **PART 3 – EMPLOYMENT AT RAMSAY**

### **14. Basis of Employment**

- 14.1 Ramsay may engage an Employee on the basis of full-time employment or part-time employment or as a Casual Employee.
- 14.2 An Employee shall be informed of the basis of their employment in writing on or prior to the day the employment commences.
- 14.3 Ramsay will endeavour to, wherever practicable, offer additional hours to Employees before engaging agency staff.

### **15. Full Time Employees**

- 15.1 A full-time Employee shall work an average of 38 ordinary hours per week, in accordance with a roster and this Agreement.

### **16. Part Time Employees**

- 16.1 A part-time Employee is an Employee with a minimum number of contracted hours of work which are less than an average of 38 hours per week, which are consistent with clause 25.5, and who has reasonably predictable hours of work in accordance with a roster.

- 16.2 A part time Employee shall:

- (a) be paid each pay cycle according to their hours worked over the work cycle;
- (b) accrue any leave entitlement in this Agreement or the NES on a pro rata basis to a full time Employee;
- (c) be entitled to the benefit of public holidays in accordance with clause 54 (Public Holidays);
- (d) shall be entitled to any applicable allowance described in this Agreement on a pro rata basis equivalent to a full time Employee;
- (e) progress to the next level in their classification following 1976 hours worked by the Employee, where the classification has established levels; and
- (f) shall not be eligible to accrue an Accrued Day Off (**ADO**) in accordance with clause 25.3.

- 16.3 The roster and/or agreed number of ordinary hours of a part-time Employee may be varied following consultation with the Employee. Any variation will be recorded on the roster or otherwise in writing. Any permanent increase in the number of ordinary hours to be worked by a part time Employee each week or work cycle shall be by agreement only.

- 16.4 Part-time Employees shall have the right to request in writing an increase to their contracted hours once in each period of 26 weeks if they have consistently worked a higher average number of weekly hours in that period compared to the Employees' minimum number of hours. Factors to be considered when such a request is made shall include the historical number and pattern of weekly hours worked by the Employee, the overall availability of the Employee for shifts, the variable activity patterns of private hospital operations especially in regional areas and the needs of the business. All such requests may be approved at the discretion of the Employer. Such requests shall not be unreasonably refused.

### **17. Casual Employment**

- 17.1 Ramsay may engage an Employee as a Casual Employee.
- 17.2 A Casual Employee shall be engaged by the day and paid for each engagement at the Ordinary Rate for the Employee's classification plus the Casual Loading for each hour of work, except as otherwise provided in respect of shift work, weekend work, public holiday work or overtime.
- 17.3 The Casual Loading is paid in lieu of the Casual Employee having any entitlement to paid annual

leave, paid personal/carer's leave, paid compassionate leave, payment for absence on a public holiday, payment in lieu of notice of termination, redundancy pay, and other entitlements afforded to full-time or part-time Employees.

- 17.4 A Casual Employee shall be entitled to any applicable allowance described in this Agreement on a pro rata basis equivalent to a full time Employee.
- 17.5 A Casual Employee is entitled to a minimum daily engagement of three (3) hours, or payment for this period if the engagement is shorter.
- 17.6 A Casual Employee is eligible to be offered and request conversion to full-time or part-time employment in accordance with the NES.

## **18. Probationary Employment**

- 18.1 The first 6 months of employment for a full-time or part-time Employee will be on probation, during which either Ramsay or the Employee may terminate the employment by giving the other party 1 weeks' notice in writing, or pay in lieu of notice if given by Ramsay.
- 18.2 If the Employee gives less than 1 weeks' notice, then Ramsay may deduct from the Employee's termination pay up to 1 weeks' pay, but not more than the amount of notice not given. If Ramsay agrees that the employment may end early and before 1 weeks' notice is complete there shall be no deduction under this clause from the Employee's final pay.
- 18.3 In all other cases, or where the employment is terminated for serious misconduct, see clause 20 (Termination of Employment).

## **19. Duties**

- 19.1 An Employee is required to perform all duties within their classification. The duties of the Employee's position may be set out in writing in a position description, and shall include any other incidental task that is reasonable in relation to the requirements of the position or tasks that are associated with a lower classification.
- 19.2 Ramsay may in addition direct the Employee to perform another position or to carry out duties as are within the limits of the Employee's skills, competence or training. An Employee shall comply with any reasonable request from the Employer to perform another position or to carry out duties within the limits of their skills, competence or training.
- 19.3 Where an Employee is directed to work at a level below their classification, the Employee's Ordinary Rate shall not be reduced.
- 19.4 An Employee may apply for and be appointed to a second position with Ramsay, or to perform extra shifts in a different position than the Employee's position at the same Health Facility or at a different Health Facility and if so, the Employee shall be paid at the classification rate that is appropriate to the second position (which may be a classification with a higher, lower or equivalent ordinary rate of pay).
- 19.5 Where an Employee is required by Ramsay to perform higher duties they shall be paid at a higher rate as per clause 28 (Higher Duties).
- 19.6 Where an Employee is required to perform work outside of the rostered ordinary hours of work, and the Employee is not on-call, then the Employee is entitled to either:
- (a) payment for the time the Employee is required to work at the appropriate rate including any applicable loading or overtime rate; or
  - (b) equivalent time off work without loss of ordinary pay on a time for time basis (other than Casual Employees).

## **20. Notice of Termination**

- 20.1 An Employee (other than a Casual Employee), who is not in their probationary period, can give



notice of their resignation by providing not less than 2 weeks' notice in writing to the Employer.

- 20.2 The Employer can give notice in writing of termination of employment to an Employee (other than a Casual Employee), with the notice to be no less than:

<b>Period of continuous service with Ramsay on the day notice is given</b>	<b>Period of notice</b>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- 20.3 Where an Employee requests a shorter period of notice, this may be granted at the discretion of the Employer. Where an Employee fails to give the required notice, the Employer may deduct from wages or any other payment due to the Employee on termination of employment an amount that is no more than one week's pay for the Employee. An Employee is not entitled to payment for any part of a notice period not worked by the Employee, subject to any leave taken in accordance with this Agreement.
- 20.4 Ramsay may give notice of termination to an Employee (other than a Casual Employee) in writing. Notice by Ramsay shall be in accordance with the table in clause 20.2 above. Where an Employee is over 45 years of age and has more than two years of continuous service at the time notice is given, the Employee shall be entitled to an additional 1 week of notice or payment in lieu of that extra week.
- 20.5 The Employer may at its discretion make a payment in lieu of notice at, or at any time after notice of termination is given. Payment in lieu of notice will be calculated on the ordinary pay the Employee would have received in respect of the ordinary hours they would have worked during the notice period, plus any loadings that would have been payable on those ordinary hours had they been worked.
- 20.6 When employment is terminated by either party the Employer shall provide upon request a written statement of service, certifying the period of employment, the classification of the Employee and the type of work performed.
- 20.7 The provisions of this clause shall not apply where an Employee is dismissed for serious misconduct, or when the employment ends during probation.
- 20.8 Ramsay may summarily dismiss an Employee in the event of serious misconduct and in that case, no notice of termination shall apply.

## **21. Redundancy**

- 21.1 Redundancy is provided for in the NES. As a guide, a redundancy occurs if Ramsay decides that it no longer requires a job being performed by an Employee to be performed by anyone, except where this is due to the ordinary and customary turnover of labour, or because of insolvency or bankruptcy.
- 21.2 Where redundancies are necessary Ramsay will consult with Employees in accordance with clause 10 (Consultation).
- 21.3 Where operational requirements result in the redundancy of a position, and that redundancy will result in the termination of employment of the Employee in that position, the Employer shall give notice in accordance with clause 20 (Notice of Termination).
- 21.4 In the event that the employment of an Employee (other than a Casual Employee) is terminated for reason of redundancy, then the Employee is entitled to be paid redundancy pay using the following table:

Period of Continuous Service	Redundancy Pay (weeks)	
	Aged 45 years or less	Aged 46 and over
Less than 1 year	0	0
At least 1 year, less than 2 years	4	5
At least 2 years, less than 3 years	7	8.75
At least 3 years, less than 4 years	10	12.5
At least 4 years, less than 5 years	12	15
At least 5 years, less than 6 years	14	17.5
At least 6 years and over	16	20

- 21.5 Redundancy pay is at the Employee’s Ordinary Rate for their ordinary hours of work, excluding any shift or other penalty rates or amounts, on the date of termination.
- 21.6 A redundancy payment by Ramsay to an Employee under this clause is in satisfaction of any redundancy pay obligation in the NES.
- 21.7 An Employee given notice of termination in circumstances of redundancy will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 21.8 An Employee given notice of termination for reason of redundancy may terminate their employment during the period of notice, and shall be paid all benefits and payments they would have received had they remained in employment until the expiry of the notice, with the exception of payment in lieu of the notice not worked, and leave entitlements shall be determined as at the last day of employment.
- 21.9 Where Ramsay obtains other acceptable employment for the Employee with another employer, or where Ramsay cannot pay the amount of redundancy pay, Ramsay may apply to the Fair Work Commission to amend or reduce the amount of redundancy pay.
- 21.10 Redundancy pay does not apply and is not an entitlement where:
- (a) the employment ends for a reason other than redundancy;
  - (b) the Employee is deployed to another position as an alternative to termination for reason of redundancy; and
  - (c) the employment of an Employee specifically engaged for a specific period on a fixed term or maximum term contract, or for a specific project or purpose (such as leave relief) ends; and
  - (d) there is a transfer of business, as defined in the Act, and the Employee receives an offer of employment from the new Employer that recognises prior service and is on terms and conditions no less favourable overall than the employment with Ramsay immediately prior to the transfer of business.

**22. Portability Of Entitlements**

- 22.1 Ramsay supports the internal transfer of its Employees by ensuring leave entitlements and recognition of years of service are transferable between all sites of Ramsay Health Care and related corporate entities.
- 22.2 If an existing Ramsay Employee obtains a position at another Ramsay Health Facility or other Ramsay site, the transfer arrangements will be coordinated.

**23. Uniforms**

- 23.1 Where the Employer requires the Employee to wear a uniform the Employee will wear the full and correct uniform at all times and ensure that the uniform is clean.

- 23.2 Where the Employer requires the Employee to wear a uniform the Employer will provide sufficient uniforms free of charge.
- 23.3 Employee requests for additional uniforms will be considered on a case by case basis.
- 23.4 The Employee is able to purchase extra uniforms beyond the allocation provided by Ramsay.
- 23.5 Uniforms remain the property of the Employer and must be returned in good condition, considering reasonable wear and tear, on termination of employment or in the event of the issue of a new uniform.
- 23.6 Where the Employer requests the return of any item(s) of supplied uniforms and the Employee fails to return the item(s) without good reason, the Employee will not be entitled a replacement item free of charge but will be expected to replace the item at their own cost.
- 23.7 Where a uniform is damaged in the line of duty the Employer will replace the uniform.

#### **24. Amenities**

- 24.1 The Employer shall provide the following for use by the Employee:
- (a) A suitable changing room and adequate washing and toilet facilities;
  - (b) A locker fitted with lock and key or other suitable place for the safe keeping of the Employee's personal effects;
  - (c) Tea, coffee, milk and sugar and facilities for the making of these;
  - (d) A canteen or facilities for the preparing and heating of meals.

## **PART 4 – WORK ARRANGEMENTS**

### **25. Ordinary Hours of Work**

- 25.1 The ordinary hours of work can be worked at any time Monday to Sunday. Ordinary hours that are worked between 5.30am and 6.00pm on Monday to Friday are at Ordinary Rates only, except where this Agreement provides for a loading to be paid in addition.
- 25.2 The ordinary hours of a full-time Employee are an average of 38 hours per week on any of the following bases:
- (a) 38 hours within a work cycle not exceeding 7 consecutive days;
  - (b) 76 hours within a work cycle not exceeding 14 consecutive days;
  - (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
  - (d) 152 hours within a work cycle not exceeding 28 consecutive days.
- 25.3 Ramsay and a full-time Employee, or the majority of full-time Employees in a team or work area, may agree on a work cycle that shall include Accrued Day Off (**ADO**) in accordance with clause 26.6(a) (ADOs).
- 25.4 In the arrangements for ordinary hours of work for any Employee, the following shall apply:
- (a) an Employee may be rostered to work up to 10 ordinary hours on a day or shift, and those hours are continuous other than for meal breaks or in the case of a split shift; and
  - (b) an Employee may, by agreement with Ramsay in writing, be rostered to work more than 10 ordinary hours and up to 12 ordinary hours on a day or shift, where those hours are continuous other than for meal breaks or in the case of a split shift; and
  - (c) If at the time this Agreement commences an Employee is working a roster based on a maximum of 8 ordinary hours per workday, Ramsay will only roster the Employee more than 8 ordinary hours on a day or shift by agreement.
- 25.5 Despite any other term in this Agreement, the ordinary hours of work for a part-time Employee shall be:
- (a) a minimum of 3 hours on each day or shift;
  - (b) up to a maximum of 10 ordinary hours per shift, or 12 hours where an agreement in writing is reached with an Employee;
  - (c) a minimum of 3 hours per week averaged over the work cycle;
  - (d) up to a maximum of an average of 38 ordinary hours per week in the work cycle; and
  - (e) otherwise in accordance with this clause 25 (Ordinary Hours), clause 26 (Rostering Ordinary Hours) and clause 30 (Shift Loadings).
- 25.6 Part time Employees and Additional Hours
- Part-time Employees are entitled to payment of an overtime rate for working approved overtime in accordance with clause 29 (Overtime). If a part time Employee works an additional unrostered shift or hours in addition to the minimum ordinary hours of work, by agreement with Ramsay in writing, these additional hours are paid at Ordinary Rates until the total number of hours worked by a part time Employee meets or exceeds the hours in clause 25.5(d), or the maximum ordinary hours per day or shift.
- 25.7 Split Shift
- (a) The ordinary hours of work on a day or shift can be divided into 2 separate periods i.e., a 'split shift', provided that:

- (i) the minimum number of consecutive hours worked during each period of a split shift is 4 hours;
  - (ii) the maximum break between periods of work shall be 4 hours;
  - (iii) meal breaks and rest breaks are taken in accordance with clause 27; and
  - (iv) the time between the start of the first period of work and the end of the second period of work will be a maximum span of 12 hours.
- (b) An Employee (other than a Casual Employee) rostered to work a split shift will be paid a Split Shift loading of 10% of the Ordinary Rate for all ordinary time worked on each period of work on a Split Shift. If a shift or weekend loading applies to either period of work on a split shift (in accordance with clause 30 (Shift Loadings), the Employee shall be paid the Split Shift loading or the shift or weekend loading on that portion, whichever is higher (but not both).
- (c) If Ramsay proposes to introduce a split shift arrangement with an Employee(s) where split shifts have not been worked for at least 2 years, there will be a consultation process with the affected Employees in accordance with clause 10.3.

#### 25.8 Fatigue Management

To ensure Workplace Health and Safety (WHS) requirements are being met, an Employee who works more than one job or role whether at the same Health Facility, more than one Health Facility or for another employer must notify their manager if they will work more than 5 consecutive days or nights or more than 45 hours within a week.

### 26. Rostering Ordinary Hours

26.1 Ramsay can roster an Employee to commence and finish ordinary hours of work at any time, which may be at the same time or at different times to other Employees to ensure continuity of service to patients and visitors, or to otherwise suit the operations of the Employer.

26.2 Ramsay can arrange rosters to best suit the Employer, provided the roster arrangement (for a full-time Employee) is any one or combination of the following:

- (a) 4 days of 8 hours and 1 day of 6 hours;
- (b) 19 days of 8 hours each day in a work cycle of 28 consecutive days;
- (c) 4 days at 9.5 hours per day;
- (d) 5 days to be worked at a total of 7.6 hours per day or shift;
- (e) 4 or 5 days to be worked with no less than 6 hours and no more than 10 hours on any day;
- (f) any combination of the above arrangements over a normal roster period; or
- (g) any other shift combination by agreement (e.g., 12 hour shifts).

26.3 A full time Employee and a part time Employee are entitled to:

- (a) 4 days rostered off work in each fortnight or, in the case of a full-time Employee who works a roster that accrues an ADO in a 28 day roster period, 9 days off work in that 28 day period (1 of which is the ADO);
- (b) a minimum of 2 consecutive days off in each pay fortnight where practicable; and
- (c) a maximum of 10 consecutive days without a rostered day off work.

#### 26.4 Rosters

- (a) A roster published by Ramsay will show the start and finish time of each day or shift of ordinary hours to be worked by an Employee.

- (b) So far as is practicable, Ramsay shall publish a roster at least 14 days in advance.
- (c) An Employee who requests a change of roster will give 7 days' notice except where due to illness or emergency.
- (d) A change to a roster that is by mutual agreement between Ramsay and an Employee may be made at any time.
- (e) Where there is no agreement about a proposed change to a roster, Ramsay shall give the affected Employee(s) at least 7 days' notice of a change, except where the change is due to sudden or unexpected emergency circumstance. A roster may also be changed at any time if reasonably required to enable the services to be carried out when another Employee is absent from duty, if there is a downturn in occupancy, or in an emergency.
- (f) Once a part time Employee has worked their contracted hours within a roster cycle, or a full time Employee has worked up to the maximum ordinary hours in a roster cycle, the Employer may, with 1 days' notice, change that Employee's roster over the balance of that roster cycle to reallocate or remove any remaining shift(s), without the requirement to pay the Employee for the shift(s) not worked.
- (g) Where a change of roster requires an Employee to work on a day they would otherwise have had off, an alternative day off will be arranged.
- (h) Rosters will provide for a full-time and a part-time Employee to have a minimum of 10 hours break between rostered shifts, which may be reduced to 8 hours by election of the Employee.

#### 26.5 12 Hours Shifts

- (a) In accordance with clause 25.4, an agreement between Ramsay and an Employee for the Employee to work ordinary hours of up to 12 on a day or shift must be in accordance with the following conditions:
  - (i) a 12 hour shift arrangement is only by mutual agreement, and in the absence of agreement no Employee shall be rostered to work 12 ordinary hours on a day or shift;
  - (ii) a 12 hour shift roster may only be introduced in a work area following consultation in accordance with clause 10.3;
  - (iii) an Employee, who does not agree to work a 12 ordinary hour day or shift in a part of a work area where a 12 hour shift roster is in place, can be rostered to work in another work area at the same classification and with no reduction of hours unless by agreement;
  - (iv) the span of ordinary hours of work on a day or shift must be no greater than 12.5 hours; and
  - (v) a minimum break of 11.5 hours must be rostered between consecutive 12 hour shifts.

#### 26.6 Accrued Days Off

- (a) A roster that includes an ADO arrangement shall only be by agreement between Ramsay and a full-time Employee (see clause 25.3). Part-time and casual Employees are not eligible to accrue an ADO.
- (b) The ordinary hours in a workplace may be arranged so that full-time Employees work their ordinary hours in a manner whereby payment for a proportion of time worked is withheld and instead such time accrues towards an accrued day off. The full-time Employee will accrue time towards an ADO on the basis of two hours for each 40 hours

worked. The ADO may be rostered within a particular work cycle or may be banked so that the ADO can be taken at a mutually agreeable time.

- (c) The entitlement to an ADO is subject to the following:
  - (i) Each day of paid leave (other than annual leave, long service leave or paid parental leave) and any paid public holiday not worked is regarded as a day worked for accrual purposes;
  - (ii) Where an ADO is taken and the Employee does not have sufficient accruals, they will be paid a pro rata amount for credits accrued; and
  - (iii) An ADO will not be rostered or taken on a public holiday.
- (d) The Employer and an Employee may agree for the Employee to bank a maximum of 6 ADOs (48 hours) rather than take the ADO during the relevant work cycle. An Employee's request to bank one or more ADOs will not be unreasonably withheld by the Employer. Ramsay and the Employee may agree, where there are exceptional circumstances, to bank up to 10 ADOs (80 hours). Where an Employee has 48 hours or more ADOs banked, then Ramsay can direct or roster the Employee to take ADOs to reduce the bank to 40 hours, or pay the Employee in lieu of banked ADOs in excess of 40 hours at its discretion, at the Ordinary Rate.
- (e) Where such agreement has been reached, the banked ADOs will be taken within 12 calendar months from the date on which the first ADO was accrued. An ADO that is not taken within 12 months is to be paid out to the Employee at the Ordinary Rate
- (f) Where agreement cannot be reached as to when the banked ADOs will be taken, the Employer may give the Employee 14 days' notice in writing of the requirement to take the ADOs.
- (g) Where an Employee's rostered ADO falls during a period of personal/carer's leave, the Employee's ADO may be banked, and the Employee will be paid accrued personal/carer's leave for that day.
- (h) In any other situation where an Employee is on paid or unpaid leave of any type, no time shall accrue towards an ADO. However, an Employee returning to duty after leave shall be eligible to take the next ADO on their roster (but shall only be paid for time worked and accrued towards that ADO).
- (i) On termination of employment for any reason, any balance of ADO hours will be paid out to the Employee at the Ordinary Rate.

#### 26.7 Banking of Ordinary Hours

- (a) By agreement in writing between Ramsay and a full-time or part-time Employee, the Employee may participate in a scheme of banking ordinary hours of work. This is not a TOIL arrangement regarding overtime worked (see clause 29.7) and is not an ADO system.
- (b) Under the terms of an agreement to 'bank' ordinary hours of work, an Employee may work more or less than their rostered or contract hours. Additional hours worked are credited, and fewer hours worked are debited to the Employee's 'bank'. The 'bank' arrangement will then be as follows:
  - (i) the Employee will receive their Ordinary Rate in the relevant pay cycle for their minimum or contract hours as if all those ordinary hours had been worked, excluding any weekend or shift loadings;
  - (ii) all hours credited or debited to an Employee's 'bank' are regarded as ordinary hours i.e., an hour for an hour;

- (iii) an Employee may have a maximum credit of 76 hours, or a maximum debit of 76 hours in their 'bank' beyond which no further banking of hours will be permitted;
  - (iv) where the Employee works more than their minimum or contract hours in a work cycle, those additional hours are set off against hours not worked in a previous work cycle (and for which the Employee has already been paid);
  - (v) where the Employee works less than their minimum or contract hours in a work cycle, the hours not worked shall be debited to the bank and are to be worked in a future work cycle (and the Employee shall be paid as per paragraph (i) above);
  - (vi) if the Employee leaves the employment of Ramsay at a time where there is a negative balance of hours in the 'bank' (i.e., the Employee has been paid for ordinary hours not worked) then Ramsay may deduct from any wages due to the Employee on termination of employment an amount equivalent to that negative balance.
- (c) Ramsay shall make and keep a record of any 'banking' of hours arrangements including all hours credited and debited. An Employee who requests access to their 'bank' hours records will be permitted access.

## **27. Meal and Rest Breaks**

### **27.1 Meal Breaks**

- (a) An Employee who is rostered to work more than 5 hours is entitled to an unpaid meal break of at least 30 minutes and up to 60 minutes. An Employee who works not more than 6 hours in a shift may elect to forgo the meal break, with the consent of the Employer.
- (b) Meal breaks may be rostered, or may be allocated at the direction of Ramsay, or may be organised to ensure continuity of services and work.
- (c) An Employee who is required to remain on duty during a meal break shall be paid at Ordinary Rate until the meal break is taken, so long as the Employee notifies their manager that they are not able to take the meal break and the manager has authorised the Employee to continue work without a meal break.
- (d) An Employee who is required to remain at the Health Facility and available to be recalled to work during a meal break will be paid at Ordinary Rates for the meal break.

### **27.2 Rest Breaks**

- (a) An Employee who is rostered to work a shift of at least 7.6 hours will be entitled to 2 separate paid rest breaks of 10 minutes each (in addition to a meal break). By agreement between Ramsay and an Employee, the rest breaks may be taken as one 20 minute break.
- (b) An Employee who is rostered to work a shift of less than 7.6 hours will be entitled to 1 paid rest break of 10 minutes (in addition to a meal break, if applicable).
- (c) Rest breaks will count as time worked.

## **28. Higher Duties**

28.1 Where an Employee is required by Ramsay to work in a position with a higher classification and higher Ordinary Rate than Employee's classification on a day or shift, then the Employee shall be paid at the Ordinary Rate for the higher classification for all time worked in that higher position.

28.2 This clause shall only apply, and an Employee shall only be eligible to be paid at a higher



Ordinary Rate, where Ramsay requires the Employee to perform the majority of the duties that are inherent requirements of that higher position.

## **29. Overtime**

29.1 Ramsay may require an Employee to work reasonable overtime hours beyond their ordinary working hours in order to ensure continuity of service to clients and patients, or to assist the operational needs of the Employer.

29.2 Overtime worked by an Employee is payable at the appropriate overtime rate in clause 31.2 (Full-time and Part-time Overtime Rates) or 31.3 (Casual Overtime Rates).

29.3 For the purpose of this Agreement, overtime means time worked by an Employee:

- (a) that is recorded as overtime in the time and attendance system implemented by Ramsay and is approved or authorised as overtime work by Ramsay; and
- (b) in excess of the maximum ordinary hours of work on a day or shift; or
- (c) in excess of an average of 38 hours per week, 76 hours per fortnight or 152 hours over a work cycle of 28 days; or
- (d) outside the span of ordinary hours of work in 25.1, except where the time worked is ordinary hours on shiftwork.

29.4 Overtime for part-time Employees

In the case of a part-time Employee who is required by Ramsay to work additional hours, and those additional hours are not agreed in accordance with clause 25.6 (Part-time Employees and Additional Hours), then the additional hours worked are also overtime for the purpose of the Agreement.

29.5 Breaks and meals during Overtime

- (a) An Employee required to work at least 2 hours overtime following the completion of ordinary hours on a day or shift shall be:
  - (i) allowed a 20 minute paid break prior to the start of the overtime work on that day or shift (or at a later time by agreement), and after each subsequent 4 hours overtime worked (after the first 2 hours), a further 20 minute paid break shall apply; and
  - (ii) provided with a meal by Ramsay, or paid a Meal Allowance (see clause 43.5(d)) in lieu of a meal being provided, and after each subsequent 4 hours overtime worked (after the first 2 hours), a further meal or payment of a Meal Allowance shall apply.
- (b) All time on a break during overtime shall count as overtime worked.

29.6 Rest period after Overtime

- (a) Where an Employee concludes a period of overtime work on a day and the Employee will not have 10 consecutive hours off duty prior to commencing their ordinary hours of work on the next day or shift, the Employee shall be released from duty after the completion of such overtime, until the Employee has had ten (10) consecutive hours off duty. Such time will occur without loss of pay for ordinary working time occurring during this absence.
- (b) Where an Employee works so much overtime that they are not given ten (10) consecutive hours off duty, the Employee shall be paid at the rate of double time, until the Employee is released from duty to take a break of at least ten (10) consecutive hours. Such time off shall occur without loss of pay for ordinary working time occurring during this absence.

### 29.7 Time Of in Lieu of Overtime (TOIL)

- (a) An Employee (other than a casual Employee) who works overtime may elect to take time off in lieu of payment for the overtime worked (TOIL), at a mutually agreeable time. Ramsay will not unreasonably refuse the request.
- (b) When TOIL is taken it is at the appropriate overtime rate. For example, 1.5 hours for each hour of overtime worked if the overtime rate was 150%, or 2 hours for each hour of overtime worked if the overtime rate was 200%.
- (c) An Employee may accrue up to but not more than 24 hours of TOIL, unless an agreement is reached on a different cap for TOIL. Any overtime worked in addition to the TOIL cap must be paid to the Employee as overtime.
- (d) Ramsay shall keep a record of any TOIL accrued by an Employee.
- (e) TOIL may be taken by an Employee at any time by agreement with Ramsay. TOIL not taken within 12 months of being accrued will be paid out at the appropriate overtime rate.
- (f) TOIL is not Banking of Ordinary Hours, the details of which are at clause 26.7 (Banking of Ordinary Hours).

### 30. Shift Loadings

30.1 The loadings in this clause are payable in respect of ordinary hours worked on a shift that falls outside the span of hours in clause 25.1.

30.2 Where more than one loading could apply then only the highest of those loadings shall apply in lieu of any other loading. Loadings do not apply to overtime. This rule shall apply despite any other term or clause in this Agreement which may be different to or inconsistent with this rule.

#### 30.3 Monday to Friday Shift Loadings

- (a) For the purpose of this Agreement:
  - (i) an **afternoon shift** is a rostered shift of ordinary hours commencing at or after 10.00 am and before 4.00 pm, and which finishes after 6pm that day, Monday – Friday;
  - (ii) a **night shift** is a rostered shift of ordinary hours commencing at or after 4.00 pm and before 5.30 am on the following day on any day Monday – Friday. Where work continues into a Saturday, see clause 30.4. Where ordinary hours of work continue from midnight on a Sunday, time worked on Monday morning shall be paid at the night shift loading.
- (b) A full-time or part-time Employee who works an afternoon shift is entitled to be paid a shift loading in addition to the Ordinary Rate, as follows:
  - (i) where the afternoon shift commences before 1.00pm – **10%**
  - (ii) where the afternoon shift commences at or after 1.00pm – **12.5%**
- (c) A full-time or part-time Employee who works a night shift is entitled to be paid a shift loading in addition to the Ordinary Rate, as follows:
  - (i) where the night shift commences before 4.00am – **15%**
  - (ii) where the night shift commences at or after 4.00am – **10%**
- (d) A casual Employee who works an afternoon shift is entitled to be paid a shift loading in addition to the Ordinary Rate, as follows:
  - (i) where the afternoon shift commences before 1.00pm – **35%**
  - (ii) where the afternoon shift commences at or after 1.00pm – **37.5%**

- (iii) Such loadings are inclusive of the Casual Loading.
- (e) A casual Employee who works a night shift is entitled to be paid a shift loading in addition to the Ordinary Rate, as follows:
  - (i) where the night shift commences before 4.00am – **40%**
  - (ii) where the night shift commences at or after 4.00am – **35%**
  - (iii) Such loadings are inclusive of the Casual Loading.

#### 30.4 Weekend and Public Holiday Loadings

- (a) Saturday
  - (i) A full-time or part-time Employee is entitled to be paid **150%** of the Ordinary Rate for all ordinary hours worked on a Saturday.
  - (ii) A casual Employee is entitled to be paid **175%** of the Ordinary Rate for all ordinary hours worked on a Saturday.
- (b) Sunday
  - (i) A full-time or part-time Employee is entitled to be paid **175%** of the Ordinary Rate for all ordinary hours worked on a Sunday (ordinary hours after midnight on Sunday shall be paid at the night shift loading).
  - (ii) A casual Employee is entitled to be paid **175%** of the Ordinary Rate for all ordinary hours worked on a Sunday (ordinary hours after midnight on Sunday shall be paid at the night shift loading).
- (c) Public Holiday
  - (i) A full-time or part-time Employee requested and rostered to work ordinary hours on a public holiday shall be paid at **250%** of their Ordinary Rate.
  - (ii) A casual Employee requested and rostered to work ordinary hours on a public holiday shall be paid at **250%** of their Ordinary Rate
- (d) All weekend and public holiday loadings in this clause are inclusive of the Casual Loading, for casual Employees.

### 31. Overtime Rates

31.1 The rates in this clause apply to overtime. Shift loadings do not apply to overtime.

#### 31.2 Full-time and Part-time Overtime Rates

- (a) Where a full-time or part-time Employee works overtime at any time Monday to Saturday, the Employee shall be paid:
  - (i) time and one half (**150%**) the Ordinary Rate for the first 2 hours; and
  - (ii) double time (**200%**) the Ordinary Rate for all overtime worked thereafter.
- (b) Where a full-time or part-time Employee works overtime at any time on a Sunday or on an ADO, the Employee shall be paid double time (**200%**) the Ordinary Rate.
- (c) Where a full-time or part-time Employee works overtime on a Public Holiday, the Employee shall be paid double time and one half (**250%**) the Ordinary Rate.

#### 31.3 Casual Overtime Rates

- (a) Where a casual Employee works overtime at any time Monday to Saturday, the Employee shall be paid:
  - (i) time and one half (**150%**) the Ordinary Rate for the first 2 hours;

- (ii) double time and one half (**250%**) the Ordinary Rate for all worked thereafter.
- (b) Where a casual Employee works overtime at any time on a Sunday, the Employee shall be paid **250%** of the Ordinary Rate.
- (c) Where a casual Employee works overtime on a Public Holiday, the Employee shall be paid **285%** the Ordinary Rate.
- (d) The overtime rates in this clause are inclusive of the Casual Loading.

### **32. On-Call and Recall**

- 32.1 Ramsay may roster an Employee to be on-call, which means the Employee must remain available and contactable by phone or message to attend to any work related matter either in person or on a remote basis.
- 32.2 Where an Employee is rostered to be on-call it shall be for a maximum period of 24 hours, however, and Employee is not on-call when working a rostered shift.
- 32.3 A full-time or part-time Employee who is rostered to be on-call:
- (a) will be paid an On-Call Allowance as set out in Item 14 of Schedule 2 for each period of On-call;
  - (b) who is not called on to work during a period of on-call will not have any part of the on-call period credited as time worked (but shall receive the On-Call Allowance);
  - (c) who is called on to work on a remote basis will be paid a minimum of 15 minutes work, or the actual time worked if more than 15 minutes, at overtime rates in addition to the On-Call Allowance;
  - (d) who is called on subsequently in the same on-call period to attend to a separate work related matter on a remote basis will be paid a minimum of 15 minutes work, or the actual time worked if more than 15 minutes, at overtime rates (calculated by regarding the total time worked on call as one continuous period of overtime work);
  - (e) who is recalled to work that requires the Employee to attend a Health Facility in person will be paid for a minimum of 4 hours' work at overtime rates in addition to the On-Call Allowance, even if the work is completed in less than 4 hours, to commence from the time the Employee arrives at the Health Facility; and
  - (f) who is recalled for a second or subsequent period of work at the Health Facility where the work is continuous with the start of their next rostered shift, will be paid at overtime rates until the start of the rostered shift. The rostered shift will be regarded as ordinary hours and paid as such.
  - (g) Where the Employee is rostered to work a shift during the 24-hour period of on-call, the On-Call Allowance shall be as set out in Item 14.1 of Schedule 2.
  - (h) Where the Employee is not rostered to work a shift during the 24-hour period of on-call (there is no overlap with a rostered shift), the On-Call Allowance shall be as set out in Item 14.2 of Schedule 2.
- 32.4 An Employee shall not be rostered on-call while on approved leave, or the day before a period of scheduled leave commences, unless the Employee has agreed.
- 32.5 Where an Employee has been called to work at a Health Facility, completes one period of work on-call and returns home, and is then called in again during the same 24 hour period of on-call, then the second and subsequent periods of work will be added to the first period of on-call when calculating overtime payments.
- 32.6 If a casual Employee is rostered on-call, then the same arrangements shall apply as for full-time and part-time Employees except that any time worked by a casual Employee on-call (whether

on a remote basis or in person at a Health Facility) shall be paid at the Ordinary Rate plus the Casual Loading.

- 32.7 If an Employee who is not on-call is recalled to work at a Health Facility, time spent by the Employee travelling to the Health Facility and to home at the end of that work shall be regarded as time worked and paid at overtime rates, and shall otherwise be paid in accordance with this clause 32.3 with the exception of 32.3(a) i.e. no payment of the on-call allowance.

### **33. Location**

- 33.1 Employees will be assigned to work at a specified Health Facility (the primary site) on commencement of employment.
- 33.2 Ramsay may offer shifts, or request that an Employee work shift(s), at a location other than their primary site. Provided reasonable notice is given the Employer may make this request:
- (a) where work is not available at the Employee's primary site to fulfil their contracted hours; or
  - (b) where the Employer has a requirement for appropriately qualified staff at a site other than the Employee's primary site.
- 33.3 Ramsay shall give consideration to the Employee's personal circumstances including travelling time and family/caring responsibilities.
- 33.4 Where the Employer makes an offer for the Employee to work at a site other than their primary site, the Employer will have met the obligation to provide contracted hours. Where the Employee refuses the offer of work at a site other than their primary site, the Employer is not obliged to pay the Employee for contracted hours not worked.
- 33.5 Where an Employee is rostered for duty to a place other than the primary site, the Employee shall be paid for any travel time that is in addition to the usual expected time spent travelling from the Employee's residence to the primary site and returning home at the end of the day or shift. In addition, Ramsay shall reimburse the Employee for any travel expense in excess of their usual expenses (either via the Motor Vehicle Allowance in clause 43.13 or public transport fares).
- 33.6 Time spent travelling by an Employee from the primary site to another work location after the Employee has commenced work on a rostered shift at the primary site, or time spent travelling from another location to the primary site where the Employee finishes work on a shift, shall be regarded as time worked for all purposes.

### **34. Requests For Transfer**

- 34.1 An Employee may apply to Ramsay for a vacant role at a Health Facility other than the primary site. If the application is successful Ramsay shall:
- (a) facilitate the transfer of the Employee from the primary site to the new site, and on transfer that new site shall be the Employee's primary site;
  - (b) continue the Employee's entitlements according to the terms of this Agreement (if the Employee at the new location continues to be covered by this Agreement) or the appropriate policy for Portability of Entitlements so long as the Employee maintains continuity of service.

## **PART 5 – CLASSIFICATIONS AND PAY**

### **35. Classifications and Ordinary Rates**

- 35.1 An Employee shall be classified in the appropriate classification according to Schedule 1 to the Agreement.
- 35.2 An Employee is entitled to be paid at least the minimum Ordinary Rate for their classification, in accordance with Schedule 1 to the Agreement.
- 35.3 The Ordinary Rates for classifications in the Agreement shall increase over the period of operation as set out in Schedule 1.
- 35.4 The Ordinary Rates in Schedule 3 apply to Employees:
- (a) Who are engaged by the Employer on or after the Commencement Date of the Agreement; and
  - (b) Who were employed in a classification prior the Commencement Date which has changed as a result of the making of this Agreement.
- 35.5 Schedule 3 sets out the Ordinary Rates that apply to the changed classifications for the period prior to the Commencement Date of the Agreement.
- 35.6 On commencement of the Agreement, employees engaged in a classification in Schedule 3 will transition into the relevant classification in Schedule 1, and Schedule 3 will no longer apply.

### **36. Payment Of Wages**

- 36.1 Payment of wages will be by electronic funds transfer into one account nominated by an Employee at any major bank, building society or credit union.
- 36.2 Payment will be made fortnightly.
- 36.3 When a public holiday(s) occurs between the end of the pay period and the usual pay day, payment may be postponed by one day for each public holiday occurring during the period.
- 36.4 Employees whose employment has been terminated by either party will receive their final pay in the next pay cycle following their returning of all company property (i.e., uniforms, keys, ID badge/swipe-cards, computers, phones etc.). Final pay of a terminated Employee will include payment for all entitlements.

### **37. Time Not Worked**

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

### **38. Overpayment of Wages**

- 38.1 Where an Employee is paid for work which is not performed or is overpaid for any other reason, the Employer may, with written consent, make adjustments in a later pay period to recover the amount overpaid.
- 38.2 Where the Employee becomes aware of an overpayment they will notify the Employer of the error as soon as is practicable.
- 38.3 Where the Employer becomes aware of an overpayment, the Employer will notify the Employee of the full details of the overpayment and the intention to recover the overpayment in advance of the next pay day and will consult with the Employee regarding the appropriate recovery rate.
- 38.4 Where a one-off overpayment is made the Employer may recover the amount overpaid in the pay period following the overpayment or the discovery of the overpayment.
- 38.5 Where more than one overpayment has been made (e.g., in consecutive pay periods) the Employer may recover the amount overpaid at a rate agreed between the Employer and the Employee. The minimum rate to be agreed per pay period will be the rate at which the

overpayment was made or \$50 per week, whichever is the lesser amount, until the amount is repaid in full irrespective of whether the employment is continuing or comes to an end for any reason.

- 38.6 The Employer will not make deductions from the wages of any Employee under the age of 18 years without the written authorisation of the Employee's parent or guardian, a garnishee order or court order.

### **39. Underpayment of Wages**

- 39.1 Where an Employee is underpaid for work performed for any reason, the Employer will rectify the error as soon as practicable.
- 39.2 The Employer will pay the underpaid amount on the next day that pay is due once the Employer discovers or is advised that the error has occurred and the amount(s) to be paid is clarified.
- 39.3 Where the underpayment has resulted in serious financial hardship on the part of the Employee, the Employer will make a special payment outside of the usual pay arrangements.

### **40. Progression Through Pay Levels**

- 40.1 The wage rates payable to Employees will be determined by the Employees' classification by their role, level within that role and years of experience. See Schedule 1.
- 40.2 Employees' pay levels will be classified by considering the acquisition and use of skills described in the Classification Definitions and/or knowledge gained through experience in the practice settings.
- 40.3 Where a role has more than one level Employees will progress to the next pay point within the level provided they have worked 1976 ordinary hours.
- 40.4 Periods of absence from work such as periods of Parental Leave and Leave Without Pay do not count as hours of experience.

### **41. Regrading**

- 41.1 Where the nature of the work undertaken by an Employee changes, such that the majority of the work regularly performed is work of a type normally associated with a higher classification, the Employee may apply to have their position reclassified to the higher classification.
- 41.2 An application for re-grading by an Employee must be made in writing. The Employer will respond to the request in writing within a reasonable timeframe, and where possible no less than one month after receiving the written request, indicating whether the application is approved or denied.
- 41.3 Simply performing more work at the same classification or different work at the same classification does not qualify an Employee for re-grading.
- 41.4 Factors with a bearing on the decision may include whether the changes are permanent or temporary, or involve the exercise of skills, responsibility and/or autonomy normally undertaken at a higher classification.

### **42. Recognition of Previous Service and Experience**

- 42.1 New Employees' previous service and experience in the roles will be recognised by the Employer in classifying the Employees' pay level.
- 42.2 The Employer will provide the new Employee with the details of the evidence of previous service and experience required for recognition of that service within 6 weeks of their commencement date.
- 42.3 The Employee will provide the required evidence of previous service and experience, within 3 months of their commencement date, or the previous service will not be recognised. If the Employee provides the required evidence after three months of employment the service will

be recognised from the next pay period.

- 42.4 Where an Employee is working for more than one Employer or organisation, evidence of their recent concurrent service and experience can be presented to the Employer and will be recognised in progression to the next pay level on a prospective basis only.

### **43. Allowances**

- 43.1 Details of the monetary values of Allowances, and the manner in which they are paid, are included at Schedule 2 – Allowances.

- 43.2 Allowances are not payable during periods of leave (paid or unpaid).

#### **43.3 Qualification and Fellowship Allowances**

- (a) Employees employed in the following classifications may be entitled to be paid a qualification allowance:

- (i) Central Sterile Supply Department Employees;
- (ii) Hospital Pharmacists;
- (iii) Radiographers;
- (iv) Lymphoedema Therapists.

- (b) The Employee will be entitled to be paid a Qualification or Fellowship Allowance as set out in Schedule 2 when, the Employee holds the following:

- (i) For Central Sterile Supply Department Employees – A Sterilising Certificate (Nationally recognised in Australia) (item 1.1 of Schedule 2);
- (ii) For Hospital Pharmacists – Membership with the Fellowship of the Society of Hospital Pharmacists Allowance (item 1.2 of Schedule 2).
- (iii) For Radiographers – Membership with the Fellowship of Australian Institute of Radiographers (item 1.3 of Schedule 2).
- (iv) For Lymphoedema Therapists – A minimum Level 1 in Lymphoedema Management, recognised by the Australasian Lymphology Association (ALA) (item 1.4 of Schedule 2).

- (c) To qualify for these Allowances the Employee:

- (i) must provide evidence to the Employer of their qualification or fellowship membership; and
- (ii) must use their qualification in the course of their work.

- (d) The Employer will review the Employee's eligibility to be paid the qualification or fellowship allowance annually.

- (e) Where an Employee no longer performs work relevant to the qualification, payment of the Qualification or Fellowship allowance will cease.

- (f) Qualification and Fellowship allowances are payable on all periods of leave except for periods of Personal Leave over 21 days and Long Service Leave.

#### **43.4 In charge Allowance**

- (a) An Employee who is rostered in charge of a shift or unit in the absence of a supervisor shall be paid the allowance as set out in item 2 of Schedule 2.

- (b) In charge Allowance shall not apply to Employees who are in receipt of a Leading Hand/Team Leader allowance.

#### **43.5 Leading Hand / Team Leader Allowance**



- (a) An Employee may be rostered or appointed as a 'Leading Hand' or 'Team Leader' by the Employer. A Leading Hand or Team Leader will be in charge of not less than two other Employees of a substantially similar classification. The number of Employees that the Leading Hand or Team Leader is in charge of does not include any Employee whose classification includes a supervisory responsibility.
- (b) A Leading Hand or Team Leader shall be paid the Allowance as set out in item 3 of Schedule 2, for each hour so rostered or appointed.
- (c) Leading Hand/Team Leader allowance shall not apply to Employees who are in receipt of an In charge Allowance.
- (d) Anaesthetic Technician Leading Hand Allowance
  - (i) An Employee may be rostered or appointed as an Anaesthetic Technician 'Leading Hand' or 'Team Leader', by the Employer, to be in charge of not less than two other Anaesthetic Technicians.
  - (ii) An Anaesthetic Technician Leading Hand or Team Leader will be entitled the allowance as set out in item 4 of Schedule 2.

#### 43.6 Meal Allowance during Overtime

Where an Employee is required to work overtime of more than two (2) hours and the Employer does not provide a meal, the Employee is entitled to a Meal Allowance as set out in item 5 of Schedule 2 and after each subsequent 4 hours overtime worked (after the first 2 hours) a further meal or payment of a Meal Allowance shall apply.

#### 43.7 Uniform Allowance

In lieu of supplying a uniform to an Employee, the Employer can pay to the Employee a Uniform Allowance as set out in item 6 of Schedule 2 provided, that if a uniform requires specialty requirements, these items will be supplied by the Employer.

#### 43.8 Laundry Allowance

Where the Employer does not launder the required uniforms the Employer will pay the Employee a laundry allowance as set out in item 7 of Schedule 2.

#### 43.9 Driving Allowance

Where an Employee (other than a Motor Vehicle Driver or Truck & Ambulance Driver) is required to drive a vehicle as a core duty of their position they will be entitled the relevant Driving Allowance as set out in item 8 of Schedule 2.

#### 43.10 Handling of Nauseous Nature Allowance

Where an Employee is required to handle material of a Nauseous Nature (that is not in a sealed bag) as a core duty of their position they will be entitled to a Handling of Nauseous Nature Allowance as set out in item 9 of Schedule 2.

#### 43.11 Dirty Work / Confined Space Allowance

An Employee who is required to carry out work in which their physical person is exposed to significant amounts of dirt or dust or the Employee has to work in a confined space, they will be entitled to a Dirty Work Confined Space Allowance as set out in item 10 of Schedule 2.

#### 43.12 Lead Apron Allowance

Where an Employee required to wear a lead apron they will receive a Lead Apron Allowance for each hour or part of an hour as set out in item 11 of Schedule 2.

#### 43.13 Motor Vehicle Allowance

Where an Employee is required (with prior authorisation from their manager) to use their own

motor vehicle in the course of their duties they will be paid an allowance equivalent to the rate prescribed by the Australian Taxation Office, as set out in item 12 of Schedule 2.

#### 43.14 Infectious Diseases Clean Allowance

Where an Employee is required by the Employer to perform an infection control clean, which is a clean where a patient is barrier nursed and it is documented in the patient notes that the patient has an infectious disease, the Employee will be paid an allowance as set out in item 13.1 of Schedule 2 per patient room up to a maximum per day allowance as set out in 13.2 of Schedule 2.

### 44. Superannuation

#### 44.1 Employer Contributions

- (a) The Employer will make the mandatory contributions to the Employee's nominated superannuation fund in accordance with the requirements of the *Superannuation Guarantee(Administration) Act 1992* (Cth).
- (b) The Employee can nominate a complying fund of their choice into which the Employer will make the contributions. If the Employee does not nominate a fund, the Employer will make contributions into the Employee's existing fund. If the Employee does not have an existing fund, the Employer will make contributions into a Superannuation Fund that includes a "MySuper" product. The default fund is the Hospital Employees' Superannuation Trust Australia (HESTA).
- (c) Employer and additional Employee contributions will be made monthly, within 28 days of the last day of the month.
- (d) Details of the contributions will be included on the Employee's pay advice.

#### 44.2 Employee Contributions

- (a) In addition to the Employer contributions, the Employee may authorise the Employer in writing to pay a specified amount of their post-tax wages on their behalf into their nominated superannuation fund.
- (b) The Employee must make the authorisation before the relevant wage period begins and must specify the period for the additional contributions or that the arrangement is ongoing.
- (c) The Employer will withhold the authorised amounts on the Employee's behalf within 14 days of the authorisation by the Employee and make the contribution to the nominated fund in the normal contribution cycle.
- (d) The Employee may vary or cancel their additional contributions by providing a written authorisation before the relevant wage period begins and the Employer will alter the contribution amount within 14 days of the authorisation.
- (e) The Employee may salary package their additional superannuation contributions. See clause 45.

#### 44.3 Financial Wellness Sessions

Health Facilities will support Employee education sessions about financial wellness and retirement planning delivered by reputable superannuation providers (e.g., HESTA).

### 45. Salary Packaging

- 45.1 Salary packaging is the sacrifice or substitution of the costs of a benefit from the pre-tax wages of an Employee, thereby reducing the taxable total and the amount of tax paid in turn. The cost to the Employer in offering salary packaging will be no greater than if all entitlements had been taken as PAYG equivalent wages.

- 45.2 The Employer may offer salary packaging arrangements to Employees. The Employer will only facilitate salary packaging on the express authorisation of the Employee.
- 45.3 Salary packaging arrangements are available to permanent Employees and are not available to casual Employees or fixed term Employees whose contracts are for a duration of less than 1 year.
- 45.4 Employees are not compelled to enter into any salary packaging arrangements.
- 45.5 The Employer will provide the Employee with details of any salary packaging arrangements in writing. The Employee can review the arrangements at any time.
- 45.6 The Employer will ensure that any salary packaging arrangements comply with taxation laws and other relevant legislation.
- 45.7 The Employer will calculate their mandatory Superannuation Guarantee Contribution on the Employee's ordinary time earnings before the application of any salary packaging arrangements.
- 45.8 Allowances, penalty rates, overtime and payment for "cashing out" of unused leave entitlements will be calculated on the Employee's agreed salary before the application of any salary packaging arrangements.
- 45.9 A salary packaging arrangement will remain in force for the period agreed between the Employer and the Employee.
- 45.10 Where the salary packaging arrangement is agreed to be ongoing either party can change or terminate the arrangement with one month's notice. The notice period may not apply if the change or termination is due to a change in legislation or wages.
- 45.11 Where the employment is terminated the salary packaging arrangement will automatically be cancelled at the date of termination and all benefits not paid before this date will be treated as wages and paid in the Employee's final pay with the appropriate tax deducted. At the end of the relevant tax year (financial year or Fringe Benefit Tax year) any amount allocated to a specific benefit but not used will be paid as wages with the appropriate tax deducted.
- 45.12 Where there is any shortfall calculated in the end of year tally up, the Employee will authorise the Employer to deduct the shortfall from their pay.
- 45.13 Where any legislative changes result in any increase in the cost of providing salary packaging, the Employer reserves the right to terminate the arrangement or the Employer may require that the Employee shall bear the extra cost or the Employee can elect to terminate the arrangement.

## PART 6 – LEAVE

### 46. Annual Leave

- 46.1 Employees are entitled to annual leave in accordance with the NES. This clause provides an explanation of the NES entitlements to annual leave for Employees other than Casual Employees, and additional leave entitlements.
- 46.2 As a guide, Employees (other than Casual Employees) will accrue 4 weeks of annual leave progressively over a year of continuous service (**Annual Leave**). Annual Leave accrues from year to year, and unused Annual Leave is paid out on termination of employment.
- 46.3 In addition, a full-time Employee or a part-time Employee can accrue additional days of annual leave (**Additional Annual Leave**) as follows:

Number of shifts rostered on a Sunday or Public Holidays in an anniversary year:	Additional Annual Leave
Less than 4 shifts	nil
At least 4 and up to 10 shifts	1 day
At least 11 and up to 17 shifts	2 days
At least 18 and up to 24 shifts 18	3 days
At least 25 and up to 31 shifts	4 days
32 shifts or more	5 days

- 46.4 A full-time or part-time Employee who is regularly rostered to work on Sundays and Public Holidays, being an Employee who works at least 32 shifts on a Sunday or Public Holiday in a calendar year, shall be a 'shiftworker' for the purpose of an additional 5 days of annual leave accrued in that year, in satisfaction of the NES entitlement to a 5th week of annual leave. A 'shiftworker' shall be entitled to Additional Annual Leave under this clause and not clause 46.3.
- 46.5 Additional Annual Leave pursuant to clauses 46.3 or 46.4 shall be credited to an Employee's leave balance once each service year.
- 46.6 Employees must apply for annual leave in advance. The Employer will respond to requests within 10 days, other than where the leave request relates to Christmas/New Year, Easter or school holidays. Where the leave request relates to Christmas/New Year, Easter or school holidays, the Employers will respond to the request as soon as practicable, and Employees are encouraged not to make any bookings until that leave has been approved. Approval shall not be unreasonably withheld, subject to operational requirements.
- 46.7 Where a public holiday falls during the period in which an Employee would otherwise be on annual leave, that public holiday shall not count as a day of annual leave and the Employee's annual leave balance shall not be reduced by that day or part-day public holiday. Payment for the public holiday will be determined by clause 54.
- 46.8 Payment
- (a) Payment for Annual Leave will be paid for the Employee's ordinary hours of work at the Ordinary Rate.
  - (b) In addition to ordinary pay, and in respect of Annual Leave only (i.e., not Additional Annual Leave), an Employee is entitled to be paid:
    - (i) a loading of 17.5% of ordinary pay for the period of Annual Leave taken; or
    - (ii) the value of the loadings that would have applied to ordinary hours had the

Employee worked and not been on leave (on the actual or a projected roster). Where it is not possible to calculate the loading the Employee would have received, the Employee shall be paid at the rate of the average of such payments made each week over the 12 weeks prior to taking the leave.

whichever is higher.

- (c) Annual leave loading is not payable on Annual Leave taken in advance, Additional Annual Leave, Purchased Annual Leave or leave that accrued under a prior agreement pursuant to work on a public holiday arrangement.
- (d) Payment for Annual Leave will be made on the usual pay date(s) in the payroll cycle. An Employee may request in writing to be paid in advance and Ramsay shall not unreasonably refuse such a request.
- (e) Annual Leave shall be debited from an Employee's balance prior to any Additional Annual Leave. This is to provide clarity in relation to periods of leave where an Annual Leave loading is payable and where no loading is payable.

#### 46.9 Payment on Termination

- (a) On termination of employment for any reason, Ramsay shall pay a full-time or part-time Employee all of their accrued Annual Leave and any Additional Annual Leave. The loading for Annual Leave on termination will be calculated in accordance with clause 46.8(b).
- (b) In any circumstances where a full-time or a part-time Employee ceases employment at a time when they have a negative Annual Leave balance (i.e., the Employee has taken more Annual Leave than they have accrued), Ramsay may deduct the value of that negative leave balance from any other amount payable to the Employee on termination of employment.

#### 46.10 Close Down

- (a) Ramsay may roster or otherwise direct an Employee to take a period of Annual Leave or Additional Annual Leave where a Health Facility, or work area shall close or is expected to experience a period of low activity and/or downtime (e.g., late December and the New Year period or Easter).
- (b) Ramsay shall consult with the Employee regarding the taking of Annual Leave or Additional Annual Leave or other accrued entitlements during a period of close down. When a mutual agreement cannot be reached, the Employer may direct the Employee to take Annual Leave or Additional Annual Leave provided the Employee is given at least 2 months' notice in writing from the date upon which the Annual Leave or Additional Annual Leave is to commence.
- (c) Where a Health Facility or work area is closing and an Employee who is directed to take leave does not have a sufficient entitlement to paid Annual Leave (or Additional Annual Leave) the Employee may take Annual Leave in advance or may elect to take another form of leave including leave without pay, or any entitlement to Banked Ordinary Hours, Time Off in Lieu or Accrued Days Off. Ramsay shall consider requests from Employees for re-deployment wherever practicable to do so.

#### 46.11 Excessive Leave

Where an Employee has an excessive annual leave balance (which includes any Additional Annual Leave and is defined as more than 8 weeks), Ramsay may direct the Employee in writing to take annual leave of at least 1 week or more, provided the Employee retains a balance of at least 4 weeks after the period of excess annual leave is taken. Ramsay and the Employee shall discuss and reach agreement in writing on a date for the period of excess annual leave to commence, however if no mutual agreement is reached then the Health Facility may give at

least 4 weeks' notice of the date a period of excess annual leave is to commence.

#### 46.12 Cashing out of Annual Leave

- (a) An Employee may request in writing to be paid a specific amount in lieu of taking a period of Annual Leave or Additional Annual Leave ("cashing out") subject to this clause.
- (b) The Employee must have a balance of at least 4 weeks' Annual Leave and Additional Annual Leave (combined) after the cashing out occurs.
- (c) Cashing out of Annual Leave or Additional Annual leave shall be paid on the same basis as if the Employee had commenced a period of Annual Leave or Additional Annual Leave.

#### 46.13 Purchase of additional annual leave

Employees may participate in the Ramsay Flexible Leave Program to access an additional 2, 3 or 4 weeks annual leave (Purchased Annual Leave) per year and receive proportionately less pay each pay period throughout the year.

#### 46.14 Leave at Half Pay

Employees may be able to take Annual Leave at half pay. Annual Leave may be taken at 50% of an Employee's Ordinary Rate, thereby increasing the period of paid leave which can be taken. (For example, an Employee who has an accrual of 2 weeks paid Annual Leave can apply to take 4 weeks paid Annual Leave at half pay). Applications will be considered by the relevant manager according to the needs of the business.

### **47. Personal/Carer's Leave**

- 47.1 Employees (other than Casual Employees) are entitled to 10 days (i.e., 76 hours for a full time Employee, pro-rata amount for part-time Employees) of paid personal/carer's leave for each completed year of continuous service, which shall accrue progressively.
- 47.2 Eligibility to access paid personal/carer's leave will be in accordance with the NES. As a guide, personal leave may be accessed where the Employee is not fit for work because of a personal illness or injury affecting the Employee, while carer's leave may be accessed where the Employee is required to provide care or support to a member of the Employee's immediate family or a member of the Employee's household who requires care or support because of a personal illness or injury affecting the member or an unexpected emergency affecting the member.
- 47.3 Personal/carer's leave accrues from year to year, but will not be paid out on termination of employment.
- 47.4 Where a public holiday falls during the period in which an Employee would otherwise be on paid personal/carer's leave, the Employee will not have any deduction of their paid personal/carer's leave balance for that day or part-day which is a public holiday.
- 47.5 An Employee must make all reasonable efforts to advise their manager of any absence due to personal/carer's leave, and prior to the start of the next rostered shift wherever practicable. Employees must also advise how long they expect the period of absence will be.
- 47.6 Ramsay requires the Employee to provide reasonable evidence of their reason or eligibility for taking personal/carer's leave for periods of more than two consecutive working days, six aggregate days in a 12 month period, or on request. Where such evidence is not provided, Ramsay may not pay the Employee for the relevant period. Such evidence may include a certificate from a medical practitioner or health professional (including a doctor, dentist, physiotherapist, chiropractor, osteopath, optometrist, naturopath, clinical or counselling psychologist, as applicable to the nature of the illness, injury or emergency) or where appropriate, a statutory declaration.

47.7 Any unpaid personal/carer's leave shall be in accordance with the NES.

47.8 Payment of Personal/Carer's

- (a) Payment for Personal/Carer's Leave will be paid at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.
- (b) Payment cannot be made in lieu of untaken Personal/Carer's Leave entitlements during employment or at termination, i.e., there can be no "Cashing out" of Personal/Carer's Leave.

47.9 Unpaid Carer's Leave

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

47.10 Personal/Carer's Leave whilst on Workers' Compensation

- (a) Where an Employee is entitled to and receiving payment as Workers' Compensation they will not also be entitled to payment for Personal/Carer's Leave. Except that an Employee with an accrued Personal/Carer's Leave entitlement can request that the Employer pay the difference between the amount received as Workers' Compensation and their ordinary pay(including shift loadings).
- (b) Where the Employee requests that the Employer pay the difference above, the Employee's Personal/Carer's Leave entitlement will be reduced proportionate to the value of the amount paid.

47.11 Preservation of Personal/Carer's Leave

An Employee's accumulated personal/carer's leave entitlements are preserved where:

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

47.12 Requirement for Leave in excess of entitlements

Where an Employee needs to take Personal/Carer's Leave in excess of their accrued entitlements, the period of absence will be unpaid. Except where the Employee prefers and where the Employer agrees ADOs, Annual Leave, banked hours or Time Off In Lieu of overtime (TOIL) (where available) may be utilised to cover the period of leave.

## **48. Compassionate Leave**

48.1 Employees are entitled to compassionate leave in accordance with the NES, except that they will be entitled to 3 days of compassionate leave per permissible occasion. As a guide, this means when:

- (a) a member of the Employee's immediate family or a member of the Employee's household contracts or develops a personal illness, or sustains a personal injury, that poses a serious threat to their life, or dies;

- (b) a child is stillborn, where the child would have been a member of the Employee's immediate family or a member of the Employee's household, if the child had been born alive; or
- (c) the Employee or the Employee's spouse or de facto partner, has a miscarriage (other than where the miscarriage results in a stillborn child or in relation to a former spouse or de facto partner).

48.2 If an Employee (other than a Casual Employee) takes compassionate leave, Ramsay will pay the Employee at the Ordinary Rate for the ordinary hours of work in the period. Casual Employees are not entitled to payment for taking compassionate leave. Ramsay may require the Employee, as a condition of payment, to provide Ramsay with reasonable evidence of the reason for taking compassionate leave.

48.3 Where an Employee needs to take Compassionate Leave in excess of their accrued entitlements, the period of absence will be unpaid (Leave Without Pay). Except where the Employee prefers and where the Employer agrees, any accrual of paid leave may be utilised to cover the period of leave.

#### **49. Community Service Leave**

49.1 Employees are entitled to be absent from work in order to engage in an eligible community service activity. Reasonable periods of travelling and rest time relating to these activities are also allowable. Other than for Jury Service, Community Service Leave is unpaid.

49.2 Eligible community service activities are:

- (a) Jury Service (including attendance for Jury selection); or
- (b) Witness Service - Acting as a witness in a legal trial; or
- (c) A voluntary emergency management activity, i.e., dealing with an emergency or natural disaster as a member of a recognised emergency management body (e.g., Country Fire Authority, Red Cross, State Emergency Service etc.).

49.3 Notifications and Evidence

- (a) Employees will notify their manager of the need to take Community Service Leave as soon as is practicable. In the case of a voluntary emergency management activity this may be after the absence has started. In the case of Jury Service or Witness Service this should be as soon as the Employee receives their summons to attend Jury Service or to provide evidence as a witness. Employees must also advise how long the expected period of absence will be.
- (b) Applications should be made to the relevant manager and evidence should also be supplied.
- (c) For applications in advance, Employees should provide a Summons or Court Notification. Following completion of the Community Service, Statements of Service which confirm attendance and service and which are provided by the court or emergency management body should be provided.

49.4 Requesting to be excused from Jury Service

Where the Employer believes that allowing the Employee to perform their Jury Service will cause hardship or loss of business, following discussions with the Employee, the Employer may request that the Employee applies to be excused from performing Jury Service. However, the Employer is committed to supporting the legal process and as such, every endeavour should be made to allow Employees to perform their civic duty.

49.5 Payment for Jury Service

- (a) Employees are entitled to some payment while performing Jury Service.



- (b) Full-time and part-time Employees will be paid up to 10 days' pay at the Employee's base wage and as per their normal working hours. Where additional paid time is required this will be at the discretion of the Employer but will not be unreasonably refused.
- (c) Where an Employee is entitled to a Jury Service Payment from the Court, the Employee will claim the payment in full and reimburse the amount to the Employer.

49.6 When not empaneled on a Jury for a particular day

Where an Employee has attended the Court for Jury Service in the morning and is subsequently not empaneled on a Jury for that day, the Employee is not required to attend work later in the day that they attended court. If the Employee has been rostered off due to Jury Service and is unable to attend work due to the revised roster, the approved leave will apply.

**50. Parental Leave**

50.1 Employees are entitled to unpaid parental leave and related entitlements in accordance with the NES.

50.2 Where a full-time or part-time Employee is eligible to take parental leave in accordance with the NES, the Employee may also be entitled to paid parental leave as follows:

- (a) An Eligible Permanent Employee who will be the Primary Carer at the time of the birth or adoption of the Child will be entitled to 10 weeks' Paid Parental Leave and superannuation in accordance with clause 44.1(a); or
- (b) Paid Parental Leave is in addition to any relevant Commonwealth Government Paid Parental Leave scheme (subject to the requirements of any applicable legislation).
- (c) Such Leave will be paid during the ordinary pay periods corresponding with the period of the leave.
- (d) Payment for Parental Leave will be paid at the Employee's Ordinary Rate for the Employee's ordinary hours of work in the period and excludes all loadings and Allowances. For part-time Employees the payment will be based on the Employee's contracted hours, or the average ordinary hours worked over the preceding 12 month period, whichever is higher.
- (e) A variation to the payment of Paid Parental Leave resulting in the paid leave being spread over more than 10 weeks does not affect the period of continuous service recognised. For example, an Employee taking 20 weeks at half pay will, for the purpose of calculating continuous service, have 10 weeks of continuous service recognised. An Employee taking 5 weeks at double pay will have 10 weeks of continuous service recognised.
- (f) The Paid Parental Leave prescribed by this clause will be concurrent with any relevant unpaid entitlement prescribed by the NES / this Agreement.

**51. Long Service Leave**

51.1 An Employee (including a Casual Employee) is entitled to accrue and take long service leave in accordance with the *Long Service Leave Act 1955 (NSW)*, including any amendment or replacement of those laws. The *Long Service Leave Act 1955 (NSW)*, provides for long service leave on the basis of 2 months leave for 10 years' service.

51.2 An Employee who wishes to take long service leave will apply in writing to the Employer and identify the amount of leave applied for and date from which the leave is to commence.

51.3 An Employee can access their entitlement to long service leave on a pro-rata basis upon completion of 5 years continuous service.

51.4 Employer Request to Take Long Service Leave

The Employer will consult with the Employee regarding the taking of leave. When a mutual agreement cannot be reached, the Employer may direct the Employee to take leave provided the Employee is given at least 2 months' notice from the date upon which the leave is to commence.

#### 51.5 Additional Long Service Leave

- (a) Employees may take additional Long Service Leave on reduced pay by agreement with the Employer. Any amounts of Long Service Leave may be taken at 50% of an Employee's Ordinary Rate, thereby increasing the period of paid leave which can be taken. For example, an Employee who is eligible to 13 weeks paid Long Service Leave can take 26 weeks paid Long Service Leave at half pay.
- (b) Applications for additional Long Service Leave will be made in writing by the Employee and the Employer will consider the individual's personal needs and commitments and the needs of the business.

### 52. Family & Domestic Violence Leave

52.1 Employees are entitled to access up to 10 days' paid family and domestic violence leave in accordance with the NES.

#### 52.2 Measures to Support Employees

- (a) In order to provide support to an Employee experiencing family and domestic violence and to provide a safe work environment to all Employees, the Employer will consider and quickly respond to requests for changes to their working conditions, which may include:
  - (i) changes to working times and/or location;
  - (ii) changes to telephone numbers and/or email addresses; and
  - (iii) any other appropriate measure.
- (b) An Employee will also be offered assistance through the Employee Assistance Program (EAP).

### 53. Continuity of Service

53.1 Where an Employee (other than a Casual Employee) concludes one period of employment with Ramsay at a location covered by this Agreement, and then commences a new period of employment with Ramsay at the same or another location covered by this Agreement then the employment shall be regarded as continuous unless more than 13 weeks has elapsed between the end date of the earlier period of employment and the commencement date of the new period of employment.

#### 53.2 However:

- (a) the gap between periods of employment shall not count as service; and
- (b) there shall be no recognition of prior service for any purpose if the first period of employment ceased for reason of redundancy, or for unsatisfactory conduct or performance.

### 54. Public Holidays

54.1 An Employee, other than a Casual Employee, shall be entitled to the following public holidays without loss of ordinary pay: New Year's Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Christmas Day and Boxing Day, Australia Day, ANZAC Day, King's Birthday, Labour Day; and any other day which by Act of Parliament or State Proclamation is declared an additional public holiday or as a substituted public holiday in NSW or the part of NSW where the Employee's Health Facility is based.

- 54.2 Where a NSW region does not have an additional day gazetted as above, Employees will be entitled to one additional holiday day each year, as follows:
- (a) Ramsay may allocate the additional holiday on any one either the August Bank holiday, or a day between Christmas and New Years Eve (that is not already a holiday); or
  - (b) Ramsay may reach agreement with an Employee, or a group of Employees, (or their nominated representative) on the day to be observed as the additional holiday.
- 54.3 Ramsay and an Employee may agree to substitute any day for any prescribed as a public holiday in this clause.
- 54.4 Employees and Ramsay acknowledge that it is necessary for the continuing operations of a workplace that an adequate number of Employees are rostered to work on each day and shift, including on a Public Holiday.
- 54.5 Ramsay may roster an Employee to work on a public holiday. A roster that includes a shift on a public holiday for an Employee is a request by Ramsay for the Employee to work that shift.
- 54.6 An Employee who has been rostered to work on a public holiday and works that shift shall be paid at the appropriate loading or overtime rate in accordance with clause 30 (Shift Loadings) or clause 31 (Overtime Rates).
- 54.7 An Employee who has been rostered to work on a public holiday may refuse to work that shift if it is not reasonable for the Employee to work on the public holiday. Ramsay may then consult with the Employee as to whether it is reasonable or unreasonable for the Employee to work on the public holiday and shall:
- (a) make alternative roster arrangements if it is agreed that it is unreasonable for the Employee to work on the public holiday; or
  - (b) direct the Employee to work on the public holiday if it is reasonable to do so.
- 54.8 An Employee will be entitled to payment for a public holiday not worked, where the employee would not have otherwise been rostered to work ordinary hours on that day.
- 54.9 Where an Employee would not have been rostered to work ordinary hours on the public holiday, the Employee is not entitled to payment under this clause. For example, a part time Employee whose fixed part time hours do not include the day of the week on which the public holiday occurs.
- 54.10 Where an Employee works an irregular roster (i.e. where rostered days off vary from week to week), the Employee will be paid for the public holiday not worked at their Ordinary Rate and at their regular hours if it is a day the Employee usually works. For the purposes of this clause, 'usually works' means that in the previous 26 weeks, the Employee was rostered to work, or on paid leave, for 50% or more such days.

## **55. Study Leave**

- 55.1 Employees who are studying a subject relating directly to their role may be able to receive support in the form of Study Leave which may be paid or unpaid.
- 55.2 Applications for Study Leave must be made in writing to the Employer who will consider each application considering:
- (a) the available budget;
  - (b) the benefits to the Employee; and
  - (c) the benefits to the business.

**56. Representative Leave / Trade Union Training Leave**

- 56.1 Where an Employee is the accredited Employee Representative or Delegate endorsed by the Union they may take up to 5 days unpaid leave in each calendar year to attend union courses, seminars and conferences.
- 56.2 The Employee should give at least 4 weeks' notice of such leave to the Employer.
- 56.3 The taking of such leave will consider and not adversely affect the operations of the Employer.
- 56.4 The scope, content and level of the course will contribute to a better understanding of industrial relations and dispute settlement procedures within the Employer's operations.
- 56.5 The Employer may request evidence from the Employee that they actually attended the course(s).

**57. Leave Without Pay**

- 57.1 Employees can request periods of Leave Without Pay.
- 57.2 Employees should apply in writing for Leave Without Pay outlining all of the details surrounding the application including the expected period of absence and reasons for the request.
- 57.3 Employees should provide as much notice as is reasonably possible and the Employer may request increased notice periods if relevant.
- 57.4 The Employer will respond to applications for Leave Without Pay considering the individual's personal needs and commitments and the needs of the business.
- 57.5 No payment will be made for Employees absent from work on Leave Without Pay. The accrual of other paid leave entitlements (e.g., Annual Leave, Personal/Carer's Leave, Long Service Leave) will cease during the period of Leave Without Pay. Periods of approved Leave Without Pay are not considered to break Continuous Service.

**58. Paid Natural Disaster Leave**

- 58.1 Natural Disaster Leave is paid leave for permanent Employees who are affected directly and personally by declared natural disasters such as bush fires and floods and are unable to attend the workplace.
- 58.2 Full time and part time Employees are entitled to up to five (5) days' paid leave per occasion at the Ordinary Rate for the hours during the shift they would otherwise have worked on that day. No loadings are payable. This leave is not automatic and is subject to approval by the state operations manager.
- 58.3 Any further leave requested may be taken from the Employee's Annual Leave or, if agreed, it may be approved Leave Without Pay.
- 58.4 Natural Disaster Leave is not cumulative.
- 58.5 Notice and Evidence Requirements:
  - (a) To be entitled to paid leave under this clause Employees must give notice to their manager of their request to take Natural Disaster Leave as soon as reasonably practicable (which may be at a time before or after the leave has started) that the Employee is (or will be) absent from their employment;
  - (b) Employees may be required to provide their manager with reasonable evidence to support their application to access Natural Disaster Leave. Such evidence may include, but is not limited to, confirmation an event has been gazetted as a natural disaster or confirmation from a regulatory body such as Roads and Maritime Services or State Emergency Service of, for example, a road closure.

## **PART 7 – OTHER MATTERS**

### **59. Time and Wages Records and Time and Attendance Approval**

59.1 Ramsay will keep a time and wages record which includes the following information:

- (a) the name and address of the Employee;
- (b) the date on which the Employee commenced employment;
- (c) the classification and pay point of the Employee;
- (d) the employment status of the Employee (part-time, full-time, casual);
- (e) the start and finish times of work each day;
- (f) the total number of hours worked each day;
- (g) the number of hours for which payment has been made;
- (h) the wages and allowances paid to each Employee in each pay period and any deductions made; and
- (i) details of any changes made to the Employee's status, classification, regular work hours etc.

59.2 Employee entitlements under this Agreement will always be adhered to when approving time and attendance records.

59.3 Records that are not in line with entitlements prescribed within this Agreement may be adjusted to ensure compliance with the Agreement.

59.4 Except in relation to clause 59.3, Ramsay will not alter time and attendance records that reduce an Employee's entitlements under this Agreement without consultation with the affected Employee/s and reasonable reasons to do so.

### **60. Access To Internet**

60.1 All Employees may access the internet for work and study purposes in designated areas of the work facility.

60.2 Employees wishing to access the internet for personal use may do so only when it does not affect another Employee's ability to work or study.

### **61. Daylight Savings**

61.1 Where clocks are put forward 1 hour at the commencement of daylight savings Employees will observe the new clock time which will result in their working 1 hour less.

61.2 Where clocks are put back 1 hour at the conclusion of daylight savings Employees will observe the new clock time which will result in their working 1 hour more.

61.3 Employees will be paid for actual hours worked. Where they are required to work the additional hour this will be paid at the Ordinary Rate and not as overtime.

61.4 Where overtime is being worked at the time the clocks are adjusted the overtime hours will be calculated as actual hours worked.

61.5 Where an Employee is rostered to be on-call at the time the clocks are adjusted the on-call hours will be calculated as actual hours on-call.

## **PART 8 – UNION INVOLVEMENT**

### **62. Union Involvement**

- 62.1 The Employer recognises the role of the Union and their delegates and representatives and encourages their involvement within the workplace.
- 62.2 The Employer and the Union recognise the Employer's right to manage and direct the business and Employees within this Agreement and relevant legislation and guidelines.
- 62.3 All parties agree to positively cooperate and collaborate to resolve issues in a professional manner with due respect to both delegate and managerial responsibilities.

### **63. Right Of Entry**

Provisions relating to the right of entry, notification, permits and access to documents for Union officials are contained in the Act.

### **64. Union Delegates or Representatives**

- 64.1 Where an Employee is elected or appointed as a Union Delegate or representative for a particular site the Union will inform the Employer who will recognise the Delegate as the accredited representative.
- 64.2 The Delegate or representative will have the right to discuss the concerns of any Employee regarding work related matters or to convey information regarding the workplace to Employees.
- 64.3 The Delegate or representative will not have the right to interfere with any work taking place.
- 64.4 Delegates or representatives will be allowed a reasonable amount of time during working hours to consult with an authorised Union Official considering the following:
  - (a) the Delegate's or representative's current work priorities;
  - (b) the number of Delegates or representatives involved; and
  - (c) the frequency and duration of such meetings.
- 64.5 Delegates or representatives may request leave to undertake relevant training. See clause 56 (Representative / Trade Union Leave).

## PART 9 – SIGNATORIES

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

By: **Greg Hall**

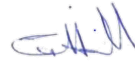
(print full name of signatory)

Chief Operating Officer - Hospitals

(capacity in which signatory has authority to sign)

Level 7/479 St Kilda Rd Melbourne 3004 VIC

(address of signatory)



(signature)

19/12/2023

(date)

For: **Ramsay Professional Services Pty Limited**

By: **Greg Kennedy**

(print full name of signatory)

Chief Operating Officer - Out of Hospitals

(capacity in which signatory has authority to sign)

Level 2, 479 St Kilda Road, Melbourne VIC 3004

(address of signatory)



(signature)

19/12/2023

(date)

For: **BDS Operator Pty Limited**

By: **Adam Stevenson**

(print full name of signatory)

Acting QLD State Manager - Director BDS Operator Pty Ltd

(capacity in which signatory has authority to sign)

46 Tamar St, Ballina NSW 2478

(address of signatory)



(signature)

19/12/2023

(date)

For: Health Services Union NSW Branch

By: LAUREN HUTCHINS  
(print full name of signatory)

  
-----  
(signature)

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

12.01.24  
-----  
(date)

22, 109 PITT ST, SYDNEY **NSW, 2000**  
(address of signatory)



## SCHEDULE 1 – CLASSIFICATIONS AND ORDINARY RATES

The Ordinary Rates in Schedule 1 apply to Employees who are engaged by the Employer at the Commencement Date of the Agreement. Ordinary Rates shall apply from the first full pay period commencing on or after the relevant operative date.

Where a classification has changed as a result of the making of this Agreement, Schedule 3 sets out the Ordinary Rates that apply to the transitioning classifications for the period prior to the Commencement Date of the Agreement.

### Support Services

Classification	Level / Grade	Definition	Pay Point	1/12/22	1/12/23	1/12/24
				2.50%	3.25%	3.0%
Clerks	Grade 1	Means an employee who may be required to work under direct supervision and who performs work of a routine and repetitive clerical nature, which requires the exercise of limited discretion. Their duties may include: checking figures; matching documents; sorting or filing papers; and handling mail.	1 <sup>st</sup> year	\$25.09	\$25.91	\$26.68
			2 <sup>nd</sup> year	\$25.87	\$26.71	\$27.51
			3 <sup>rd</sup> year	\$26.58	\$27.44	\$28.27
			4 <sup>th</sup> year	\$27.16	\$28.05	\$28.89
			5 <sup>th</sup> year +	\$27.75	\$28.65	\$29.51
	Grade 2	Means an employee who may work under general supervision and who, in addition to performing the duties of a Clerk, Grade 1, performs general clerical duties which involve the exercise of some initiative and minor decision making. His/her duties may include: switchboard operation for the major part of his/her time; or employment as a keyboard operator who does not fall within the definitions of Clerk, Grades 4 and 5.	1 <sup>st</sup> year	\$28.60	\$29.53	\$30.41
			2 <sup>nd</sup> year +	\$29.48	\$30.44	\$31.35
	Grade 3	Means an employee who, in addition to performing the duties of a Clerk, Grade 2, performs more advanced clerical duties.	1 <sup>st</sup> year	\$30.37	\$31.36	\$32.30
			2 <sup>nd</sup> year +	\$31.15	\$32.16	\$33.13
	Grade 4	Means an employee who performs clerical duties under limited supervision and who is regularly required to exercise independent initiative and judgement and who has a knowledge of office procedures and the employer's business. In addition to performing the duties of a Clerk Grade 1, 2 or 3, his/her duties may include: supervision and/or control of the work of other clerks.	1 <sup>st</sup> year	\$31.90	\$32.93	\$33.92
			2 <sup>nd</sup> year +	\$32.58	\$33.64	\$34.65
	Grade 5	Means an employee who exercises substantial responsibility and independent initiative and judgement, performs clerical duties and office administration which may include liaison with external people and organisations as required by the employer in connection with the administration of the business.	1 <sup>st</sup> year	\$33.50	\$34.59	\$35.62
			2 <sup>nd</sup> year +	\$34.22	\$35.34	\$36.40
		Means an employee employed in the area of clinical coding in a hospital with no qualifications in the profession or who is working toward qualifications acceptable to the Health Information	1 <sup>st</sup> year	\$30.36	\$31.35	\$32.29
			2 <sup>nd</sup> year	\$30.93	\$31.94	\$32.90

Ramsay Health Care New South Wales Health Professionals and Support Services Enterprise Agreement 2023

Classification	Level / Grade	Definition	Pay Point	1/12/22	1/12/23	1/12/24
				2.50%	3.25%	3.0%
<b>Medical Records Officer</b>		Management Association of Australia or such other qualifications deemed to be equivalent by the employer.	3 <sup>rd</sup> year	\$31.53	\$32.55	\$33.53
			4 <sup>th</sup> year	\$32.10	\$33.15	\$34.14
			5 <sup>th</sup> year	\$32.75	\$33.81	\$34.83
			6 <sup>th</sup> year	\$33.39	\$34.48	\$35.51
			7 <sup>th</sup> year	\$34.15	\$35.26	\$36.32
			8 <sup>th</sup> year +	\$35.83	\$37.00	\$38.11
<b>Trainee Clinical Coder</b>		<ol style="list-style-type: none"> <li>1. Entry Level</li> <li>2. Pre-requisite proficiency on medical terminology</li> <li>3. Successful completion of approved Coder training program prior to/ during appointment as trainee</li> </ol>	1 <sup>st</sup> year	\$33.37	\$34.46	\$35.49
			2 <sup>nd</sup> year	\$34.47	\$35.59	\$36.66
<b>Qualified Clinical Coder</b>		<ol style="list-style-type: none"> <li>1. Minimum 12 months experience; and</li> <li>2. Possesses competencies for Clinical Coder as specified in the HIMMAA Clinical Coder National Competency Standards and Assessment Guide, and</li> <li>3. Works independently with limited supervision.</li> </ol>	1 <sup>st</sup> year	\$42.06	\$43.42	\$44.73
			2 <sup>nd</sup> year	\$43.08	\$44.48	\$45.82
			3 <sup>rd</sup> year	\$44.09	\$45.52	\$46.88
			4 <sup>th</sup> year	\$45.11	\$46.58	\$47.97
			5 <sup>th</sup> year +	\$46.11	\$47.61	\$49.04
<b>Senior Clinical Coder</b>		<p>By Appointment only</p> <ol style="list-style-type: none"> <li>1. Means an employee who operates at an advanced level of clinical knowledge and has the ability to work autonomously and competently across a full range of clinical specialties, and</li> <li>2. Performs the following duties: <ol style="list-style-type: none"> <li>a. abstracts complex conditions, diseases and procedures from highly complex medical records from a range of specialties.</li> <li>b. Identifies coding issues and determines the appropriate solutions.</li> <li>c. Identify principle and additional diagnosis when coding varied and highly complex case mix , and</li> <li>d. Possesses competencies for Senior Clinical Coder as specified in the HIMAA Clinical Coder national competency Standard and Assessment Guide, and</li> <li>e. Provides guidance and support to Trainees and Qualified Clinical Coders.</li> </ol> </li> </ol>	1 <sup>st</sup> year	\$48.12	\$49.69	\$51.18
			2 <sup>nd</sup> year	\$49.13	\$50.72	\$52.25
			3 <sup>rd</sup> year +	\$50.13	\$51.76	\$53.31

Ramsay Health Care New South Wales Health Professionals and Support Services Enterprise Agreement 2023

Classification	Level / Grade	Definition	Pay Point	1/12/22	1/12/23	1/12/24
				2.50%	3.25%	3.0%
<b>Clinical Coding Manager / Educator</b>		By Appointment only 1. Performs work at the standard of a high performing Senior Clinical Coder; also responsible for managing Trainees, Qualified and Senior Clinical Coders and achieving the Department KPI's; and/or 2. Develops, educates and provides education and training to Trainees, Qualified and Senior Clinical Coders usually at a large site or across multiple sites, and/or 3. Conducts audits of the work of Trainees, Qualified and Senior Clinical Coders. (the Manager/ Educator can be a combined role)	<b>1<sup>st</sup> year</b>	\$52.71	\$54.42	\$56.05
			<b>2<sup>nd</sup> year +</b>	\$56.08	\$57.90	\$59.64
<b>Sterilisation Technician</b>	<b>Grade 1</b>	Means an employee who is primarily involved in the sterilisation of hospital equipment and utensils and who is employed in a Sterile Supply Department performing basic tasks under routine supervision.	<b>single PP</b>	\$28.43	\$29.36	\$30.24
	<b>Grade 2</b>	Means an employee who has completed a relevant Certificate III level qualification or has relevant experience deemed equivalent by the Employer and is performing more complex tasks than those of a Grade 1. This employee may assist in the supervision of the department or section on an ad hoc basis.	<b>1<sup>st</sup> year</b>	\$30.43	\$31.42	\$32.36
			<b>2<sup>nd</sup> year</b>	\$31.82	\$32.85	\$33.84
			<b>3<sup>rd</sup> year +</b>	\$33.40	\$34.49	\$35.53
<b>Grade 3</b>	Means an employee who performs all duties of a Grade 2 as well as be responsible for training, biological testing, maintenance and audit in the CSSD. An employee at this level would be responsible for a separate Endoscopy suite if applicable. An employee fully responsible for the Loan Set Coordination at a hospital, and is able to manage the loan set needs of the hospital independent of supervision.  This is an appointed Supervisory level whereby the employee supervises the day to day operations of the department but this would not extend to overall management of the department such as budgeting and preparing staff performance reviews.	<b>single PP</b>	\$35.35	\$36.50	\$37.60	
<b>Grade 4</b>	Means an employee who performs all duties of a Grade 3 as well as being trained in the role of preceptor for training of other staff in the cleaning and disinfection of Flexible Endoscopes. They will have completed such training as the HICMR Flexible Endoscopy / Ultrasound Probes Infection Prevention and Control Management Program and the relevant Skills Assessment/s and undertakes the yearly Certification to ensure skills are maintained. Is a member of the relevant professional body/s, e.g. GENCA / ACORN/ SRACA / ASUM / ASA / CSANZ.	<b>single PP</b>	\$37.09	\$38.30	\$39.45	
<b>Sterilisation Coordinator/ Manager</b>	<b>Level 1</b>	Means an employee who is required to manage a sterilization department in a Hospital where there is up to three (3) theatres.	<b>single PP</b>	\$39.37	\$40.65	\$41.87
	<b>Level 2</b>	Means an employee who is required to manage a sterilization department in a Hospital where there is four (4) and up to six (6) theatres.	<b>single PP</b>	\$43.94	\$45.37	\$46.73

Ramsay Health Care New South Wales Health Professionals and Support Services Enterprise Agreement 2023

Classification	Level / Grade	Definition	Pay Point	1/12/22	1/12/23	1/12/24
				2.50%	3.25%	3.0%
	<b>Level 3</b>	Means an employee who is required to manage a sterilization department in a Hospital where there is seven (7) and up to nine (9) theatres.	<b>single PP</b>	\$48.83	\$50.42	\$51.93
	<b>Level 4</b>	Means an employee who is required to manage a sterilization department in a Hospital where there is ten (10) or more theatres. Theatre does not include the cath lab.	<b>single PP</b>	\$54.33	\$56.09	\$57.77
<b>Maintenance Officer</b>		Means an employee who has specific responsibilities within a department and who is under the direct supervision of a Maintenance or other Supervisor. He/she may hold trade qualifications.	<b>Non-trade</b>	\$30.69	\$31.69	\$32.64
			<b>Trade</b>	\$33.38	\$34.47	\$35.50
<b>Maintenance Supervisor</b>		Means an employee who has overall responsibility for maintenance at the place of employment, who is required to supervise other maintenance staff and who may hold trade qualifications.	<b>Non-trade</b>	\$31.38	\$32.39	\$33.37
			<b>Trade</b>	\$35.71	\$36.87	\$37.98
<b>Anaesthetic Technician</b>	<b>Level 1</b>	Means an Anaesthetic Technician who: 1. Has been into the Diploma of Paramedical Science (Anaesthesia) course. 2. Works in conjunction with Anaesthetic Technician Supervisor to successfully complete theoretical component coursework and show evidence of same 3. Demonstrates successful competency in basic Anaesthetics as set out in hospital Anaesthetic Orientation Package or working towards same 4. Demonstrates ability to perform within policies and Procedures set down by the hospital and Ramsay healthcare as determined at Annual Performance Review	<b>1<sup>st</sup> year</b>	\$27.38	\$28.27	\$29.12
			<b>2<sup>nd</sup> year +</b>	\$28.35	\$29.27	\$30.15
	<b>Level 2</b>	Means an Anaesthetic Technician who: 1. Supplies documentation to validate successful completion of Anaesthetic Technicians Course 2. Demonstrates competence in baseline and advanced Anaesthetics or working towards same 3. Adheres to Policies and Procedures set down by the hospital and Ramsay Healthcare as determined at Annual Performance Review. 4. Has completed the advanced Anaesthetic Technician competencies, and participates in the on-call roster for 24 coverage of Anaesthetics/Theatres	<b>single PP</b>	\$32.40	\$33.45	\$34.46
<b>Level 3</b>	Means an Anaesthetic Technician who: 1. Has achieved all competencies required of a Level 2 Anaesthetic Technician 2. Demonstrates a high level of competency as a Perfusion Assistant 3. Is able to mentor and train new and inexperienced Anaesthetic Staff. 4. Is deemed competent by the Endoscopy Preceptor to process a Trans Oesophageal Echo probe	<b>single PP</b>	\$36.45	\$37.63	\$38.76	

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Classification	Level / Grade	Definition	Pay Point	1/12/22	1/12/23	1/12/24
				2.50%	3.25%	3.0%
<b>Senior Anaesthetic Technician</b>		Means an Anaesthetic Technician who: <ol style="list-style-type: none"> <li>Has achieved all competencies required of a Level 3 Anaesthetic Technician</li> <li>Can competently order supplies pertinent to Cardiopulmonary Bypass</li> <li>Assists Anaesthetic NUM in trialing / purchase of new Anaesthetic / cardiopulmonary Bypass equipment.</li> <li>Is responsible and can competently perform monthly routine maintenance of Anaesthetic machines / Ventilators, excluding routine maintenance not covered by the Biomedical Engineer e.g., changing ventilator bellows.</li> <li>Has the responsibility for the supervision of other Anaesthetic Technicians</li> </ol>	single PP	\$38.27	\$39.52	\$40.70
<b>Technical Assistant</b>		Means an employee who is wholly or substantially engaged in routine laboratory procedures of a technical or special nature, including routine biochemical, bacteriological or haematological tests or counts.	1 <sup>st</sup> year	\$27.03	\$27.91	\$28.74
			2 <sup>nd</sup> year	\$27.56	\$28.46	\$29.31
			3 <sup>rd</sup> year +	\$28.00	\$28.91	\$29.78
<b>Technical Officer</b>	<b>Grade 1</b>	Means an employee appointed as such who is the holder of the biological Technicians Certificate, the Chemistry Certificate, the Nuclear Medicine Technician's Certificate, the Pathology Technicians Certificate, the Pathology Technicians Higher Certificate, Certificate IV in Sleep technology or such other certificate or course of training as, in the opinion of the employer, is appropriate.	1 <sup>st</sup> year	\$28.69	\$29.62	\$30.51
			2 <sup>nd</sup> year	\$29.30	\$30.26	\$31.16
			3 <sup>rd</sup> year	\$29.76	\$30.72	\$31.64
			4 <sup>th</sup> year	\$30.39	\$31.38	\$32.32
			5 <sup>th</sup> year	\$30.99	\$31.99	\$32.95
			6 <sup>th</sup> year	\$32.02	\$33.06	\$34.05
			7 <sup>th</sup> year	\$32.85	\$33.92	\$34.94
			8 <sup>th</sup> year +	\$33.67	\$34.77	\$35.81
	<b>Grade 2</b>	Means an employee as deemed by the Employer who is performing more complex tasks than those of a Grade 1.	1 <sup>st</sup> year	\$35.77	\$36.94	\$38.04
			2 <sup>nd</sup> year	\$36.89	\$38.09	\$39.23
			3 <sup>rd</sup> year	\$38.01	\$39.24	\$40.42
			4 <sup>th</sup> year +	\$40.23	\$41.54	\$42.78
<b>Senior Technical Officer</b>		Means an employee who has the responsibility for the supervision of other technical officers	1 <sup>st</sup> year	\$41.90	\$43.26	\$44.56
			2 <sup>nd</sup> year	\$42.54	\$43.92	\$45.24
			3 <sup>rd</sup> year +	\$43.16	\$44.57	\$45.90
<b>Cardiac Technologist</b>	<b>Grade 1</b>	Means an employee who has attained a Bachelor of Science Degree or qualifications or competencies deemed equivalent by the employer and may be required to perform ECGs, Exercise Stress Testing, Holter-Loop event recorders as well as VVI pacemakers, dual chamber pacing/cardiac catheter and Implantable Cardiac defibrillators (ICDs)	1 <sup>st</sup> year	\$34.06	\$35.17	\$36.22
			2 <sup>nd</sup> year	\$35.33	\$36.48	\$37.57
			3 <sup>rd</sup> year	\$37.52	\$38.73	\$39.90
			4 <sup>th</sup> year	\$40.08	\$41.38	\$42.62
			5 <sup>th</sup> year	\$42.85	\$44.24	\$45.56

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Classification	Level / Grade	Definition	Pay Point	1/12/22	1/12/23	1/12/24
				2.50%	3.25%	3.0%
			6 <sup>th</sup> year +	\$45.58	\$47.06	\$48.48
	Grade 2 (Sonographer)	Means an employee who has attained a Post Graduate Degree in Sonography or qualifications or competencies deemed equivalent by the employer and performs Cardiac Sonography or Electrophysiological Studies (EPS).	1 <sup>st</sup> year	\$47.80	\$49.35	\$50.83
2 <sup>nd</sup> year			\$49.33	\$50.94	\$52.46	
3 <sup>rd</sup> year +			\$53.07	\$54.80	\$56.44	
Senior Cardiac Technologist		Means an employee who can perform all duties of Cardiac Technologist Grade 1 and assists the Chief Cardiac Technologist with management, either through: 1. undertaking supervisory duties in a Deputy or Second in Charge role overseeing other Cardiac Technicians and/or Cardiac Technologists; 2. and/or having responsibility for the day to day running of a discreet function within the department.	1 <sup>st</sup> year	\$53.07	\$54.80	\$56.44
			2 <sup>nd</sup> year +	\$54.85	\$56.63	\$58.33
Electro Cardiograph Recorder / Technician		Means an employee whose duties consist of recording of electro-cardiograms and assisting in 1. recording of electrical output of pacemakers in situ in patients; 2. recording, mounting, copying and distribution of electro- cardiograms on patients; recognition of the formation of specific patterns which must receive the immediate attention of the cardiologist for the safety of the patient; learning basic fundamentals of reading electro-cardiograms to 6. determine whether records taken are satisfactory for medical reporting; 7. general maintenance of equipment and electrodes.	1 <sup>st</sup> year	\$28.54	\$29.46	\$30.35
			2 <sup>nd</sup> year +	\$29.03	\$29.97	\$30.87
Senior Electro Cardiograph Recorder / Technician		Means an employee who has the responsibility for the supervision of other electro-cardiograph technicians	single PP	\$29.74	\$30.70	\$31.62
Allied Health, Physiotherapy, Occupational Therapy Aide		Means an employee who provides assistance to an allied health professional or physiotherapist or occupational therapist during the performance of their duties.	1 <sup>st</sup> year	\$26.64	\$27.51	\$28.33
			2 <sup>nd</sup> year	\$27.10	\$27.98	\$28.82
			3 <sup>rd</sup> year +	\$27.56	\$28.46	\$29.31
Recreation Activities Officer		Means an employee with a certificate III in sport and recreation	1 <sup>st</sup> year	\$27.56	\$28.46	\$29.31
			2 <sup>nd</sup> year	\$28.11	\$29.02	\$29.89
			3 <sup>rd</sup> year +	\$28.56	\$29.48	\$30.37

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Classification	Level / Grade	Definition	Pay Point	1/12/22	1/12/23	1/12/24
				2.50%	3.25%	3.0%
<b>General Services Officer</b>	<b>Grade 1</b>	Means an employee who performs any or all of the following duties: general cleaning duties; and laundry duties using domestic machinery.	<b>single PP</b>	\$24.94	\$25.75	\$26.52
	<b>Grade 2</b>	Means an employee who, in addition to the duties contained within Grade 1, can perform any or all of the following duties: all cleaning associated with pots, pans, stoves, refrigerators or any other kitchen machinery; general kitchen cleaning; high cleaning; inside cleaning; outside cleaning; stripping or sealing floors; portering patients or residents and/or heavy equipment; operation of industrial washing machines; cleaning of tooth and vomit bowls; sanitising of bed pans and other equipment; the cooking and/or preparation of light refreshments (e.g. eggs, toast, salads, etc.); the making of unoccupied beds; cleaning garbage bins; sweeping paths; keeping the outside of buildings clean and tidy; assisting the gardener in labouring duties under supervision; mowing lawns.	<b>single PP</b>	\$25.57	\$26.40	\$27.20
	<b>Grade 3</b>	Means an employee who in addition to the duties contained within General Services Officer, Grade 2, performs the duties of the previous classifications of handyman and storeman, or the duties of an assistant cook (meaning an employee who, under the direct supervision of a chef or cook, assists in the preparation and serving of meals. The number of assistant cooks employed by a facility shall not exceed the number of cooks and/or chefs employed at that facility).	<b>single PP</b>	\$26.05	\$26.89	\$27.70
	<b>Grade 4</b>	Means an employee who, in addition to the duties contained within General Services Officer, Grade 3, is wholly or substantially engaged in assisting a recreation activities officer or dietitian with routine professional or recreational activity and personal care services.	<b>1<sup>st</sup> year</b> <b>2<sup>nd</sup> year</b> <b>3<sup>rd</sup> year +</b>	\$26.70 \$27.15 \$27.71	\$27.57 \$28.03 \$28.61	\$28.40 \$28.88 \$29.46
<b>Housekeeper</b>		Means an employee who is responsible for the supervision of general domestic or service staff and who may also perform, when required, the duties undertaken by general domestic or service staff.	<b>1<sup>st</sup> year</b>	\$26.66	\$27.52	\$28.35
			<b>2<sup>nd</sup> year +</b>	\$26.83	\$27.70	\$28.53
<b>Theatre Assistant</b>	<b>Grade 1</b>	Means an employee appointed to such a position to undertake the following duties that has less than 12 months full time equivalent experience: <ol style="list-style-type: none"> <li>1. Operating Theatre requirements according to the general surgical list</li> <li>2. Perform patient transfers and positioning for surgical procedures</li> <li>3. Perform logging and reporting of theatre equipment repairs</li> <li>4. Demonstrate correct manual handling procedure and 'no lift' compliance</li> <li>5. Respond to medical emergencies in relation to their role in theatres.</li> </ol> Such an employee is under the direct supervision of the Operating Theatre Manager, Nurse Unit Managers and/or a more senior Operating Theatre Assistant.	<b>single PP</b>	\$30.22	\$31.20	\$32.14

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Classification	Level / Grade	Definition	Pay Point	1/12/22	1/12/23	1/12/24
				2.50%	3.25%	3.0%
	<b>Grade 2</b>	Means an employee appointed to such a position to undertake the following duties who has more than 12 months full time equivalent experience and possess a relevant Certificate III level qualification or has relevant experience deemed equivalent by the Employer: <ol style="list-style-type: none"> <li>1. Operating Theatre requirements according to the general surgical list</li> <li>2. Perform patient transfers and positioning for surgical procedures</li> <li>3. Perform logging and reporting of theatre equipment repairs</li> <li>4. Demonstrate correct manual handling procedure and 'no lift' compliance</li> <li>5. Respond to medical emergencies in relation to their role in theatres.</li> </ol> Such an employee is under the direct supervision of the Operating Theatre Manager, Nurse Unit Managers and/or a more senior Operating Theatre Assistant.	<b>single PP</b>	\$31.44	\$32.46	\$33.43
	<b>Grade 3</b>	Means an employee appointed to such a position and who in addition to duties of a Grade 1 & 2 has successfully completed a Certificate IV in the relevant field recognised by the Australian National Training Authority or has relevant experience deemed equivalent by the Employer. They must also have completed the equivalent of 2 years full time experience: <ol style="list-style-type: none"> <li>1. Setting-up complicated equipment – special operating tables etc.</li> <li>2. Setting-up of Endoscopy Towers and/or Advanced patient positioning</li> <li>3. Training and supervising theatre assistants</li> </ol> Such an employee is under the general supervision of the Operating Theatre Manager, Nurse Unit Managers and/or more senior Operating Theatre Assistant.	<b>single PP</b>	\$34.56	\$35.69	\$36.76
<b>Chef</b>		Means an employee whose duties may include the supervision of staff, the necessary instruction in all branches of cooking, and responsibility for requisitioning the items necessary for the preparation and serving of meals.	<b>1<sup>st</sup> year</b>	\$28.38	\$29.30	\$30.18
			<b>2<sup>nd</sup> year +</b>	\$28.93	\$29.87	\$30.76
<b>Cook</b>	<b>Grade A</b>	Means an employee employed by a hospital having at the preceding 30 June an adjusted daily average of 50 or more occupied beds.	<b>single PP</b>	\$27.35	\$28.24	\$29.08
	<b>Grade B</b>	Means an employee employed as a cook, other than a Chef or Cook Grade A.	<b>single PP</b>	\$26.79	\$27.66	\$28.49
<b>Catering Officer</b>		Means an employee whose duties may include the supervision of staff, the necessary instruction in all branches of cooking, and responsibility for requisitioning the items necessary for the preparation and serving of meals.	<b>1<sup>st</sup> year</b>	\$30.78	\$31.78	\$32.73
			<b>2<sup>nd</sup> year +</b>	\$31.25	\$32.27	\$33.24
<b>Laundry Foreperson</b>		Means an employee who is responsible for the handling laundry and operation of laundry equipment	<b>single PP</b>	\$27.20	\$28.09	\$28.93



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Classification	Level / Grade	Definition	Pay Point	1/12/22	1/12/23	1/12/24
				2.50%	3.25%	3.0%
<b>Laundry Foreperson with Certificate</b>		Means a Laundry Foreperson who is in possession of Laundry & Dry Cleaning Certificate	single PP	\$27.49	\$28.38	\$29.24
<b>Gardener</b>		Means an employee who is engaged in horticulture, gardening, green-keeping, floral decoration and all phases of allied works such as rockery building, paving, landscaping and the like, and shall include the driving and/or operation of motorised tractor-hauled or mechanical equipment.	single PP	\$26.19	\$27.04	\$27.85
<b>Gardener (Qualified)</b>		Means a gardener who holds a recognised certificate in gardening and horticulture and has four years' gardening experience.	single PP	\$26.86	\$27.73	\$28.56
<b>Head Gardener (otherwise)</b>		Means an employee employed as such who is in charge of at least three other employees, one of whom is a gardener.	single PP	\$27.55	\$28.45	\$29.30
<b>Head Gardener (Qualified)</b>		Means an employee who is employed as such and who is the holder of a certificate in gardening and horticulture with four years' experience, who is in charge of at least three other employees, one of whom is a gardener.	single PP	\$29.09	\$30.03	\$30.94
<b>Motor Vehicle Driver</b>		Means an employee who transports Hospital patients, staff and visitors to and from designated and approved pickup points through the operation of a Hospital transport service.	single PP	\$26.66	\$27.53	\$28.35
<b>Truck &amp; Ambulance Driver</b>		Means an employee who transports Hospital patients to and from designated and approved pickup points through via ambulance.	single PP	\$27.03	\$27.91	\$28.74
<b>Storekeeper</b>		Means an employee who is appointed to work in stores and is responsible for the unloading and loading, receipting, put-away, storage and issuing of stores materials including responsibility for stock security and replenishment of stores items as required. Means an employee who is solely employed to assist in the stock movement in the supply department. Means an employee who has the overall responsibility for the inventory and management of supply within the facility and will be required to supervise staff.	single PP	\$28.07	\$28.99	\$29.86
<b>Wardsperson</b>		Means an employee who is required to undertake limited duties associated with the care of patients such as portering, shaves, routine enemata, bathing of patients, general assistance with patients and cleaning duties.	1 <sup>st</sup> year	\$26.62	\$27.48	\$28.31
			2 <sup>nd</sup> year +	\$26.79	\$27.66	\$28.49
<b>Wardsperson and Security Assistant</b>		Means an employee appointed as such who, in addition to wardsperson duties, also undertakes routine clerical/administrative work (Grade 1); and in addition, undertakes securing, watching, guarding and/or protecting as directed, including response to alarm signals and attendances.	1 <sup>st</sup> year	\$27.41	\$28.30	\$29.15
			2 <sup>nd</sup> year +	\$27.60	\$28.50	\$29.36

**Health Professionals (not otherwise classified)**

Classification	Definition
<b>The following Health Professionals not otherwise classified.</b>	
<b>Art Therapist</b>	Must hold a Masters degree in art therapy which provides eligibility for professional membership of the Australia and New Zealand Art Therapy Association, or other qualification deemed equivalent by the employer.
<b>Audiologist</b>	Must hold a Masters degree in clinical audiology which provides eligibility for full membership of the Audiological Society of Australia, or other qualification deemed equivalent by the employer.
<b>Counsellor</b>	Must hold as a minimum a bachelor degree in counselling or a related field, or other qualification deemed equivalent by the employer.
<b>Dietician</b>	Must be a practicing dietician and hold a bachelor or post graduate degree in nutrition and dietetics that provides eligibility for full membership of the Dieticians Association of Australia, or other qualification deemed equivalent by the employer.
<b>Diversional Therapist</b>	Must hold a health science or applied science bachelor degree in leisure, recreation or Diversional Therapy recognised by the Diversional Therapy Association of Australian National Council, or other qualification deemed equivalent by the employer.
<b>Exercise Physiologist</b>	Must hold a Bachelor degree in exercise and sports science, or other qualification deemed equivalent by the employer. Must be eligible for full membership to Exercise and Sports Science Australia (ESSA)
<b>Genetic Counsellor</b>	Must have an undergraduate degree in a non-nursing, non-medical discipline and in addition hold a post graduate qualification in genetic counselling or have attained Part I certification in genetics counselling from the Human Genetics Society of Australasia.
<b>Health Information Management Officer</b>	Means a person employed in the industry of record librarianship in a hospital who has qualifications acceptable to the Health Information Management Association of Australia Ltd or such other qualifications deemed to be equivalent by the employer.
<b>Medical Librarian</b>	Must hold qualification in library and information services that has been accredited by the Australian Library and Information Association
<b>Music Therapist</b>	Must hold as a minimum a bachelor or post graduate degree in music therapy which provides eligibility for registration with the Australian Music Therapy Association, or other qualification deemed equivalent by the employer.
<b>Occupational Therapist</b>	Must hold as a minimum a bachelor or post graduate degree in occupational therapy which provides eligibility for registration with AHPRA. Occupational Therapists are required to be registered with AHPRA.
<b>Orthotist</b>	Must hold as a minimum a bachelor or post graduate degree in Orthoptics which provides eligibility for registration with the Australian Orthoptic Board, or other qualification deemed equivalent by the employer.
<b>Orthotist / Prosthetist</b>	Must hold as a minimum a bachelor degree in prosthetics and/or orthotics which provides eligibility for membership of the Australian Orthotic Prosthetic Association, or other qualification deemed equivalent by the employer.
<b>Physiotherapist</b>	Must hold qualifications which provides eligibility for registration with AHPRA. Physiotherapists are required to be registered with AHPRA.
<b>Play Therapist</b>	Must hold a bachelor of early childhood, primary teaching or a related field that includes two years study in child development, or other qualification deemed equivalent by the employer.
<b>Podiatrist</b>	Must hold qualifications which provide eligibility for registration with AHPRA. Podiatrists are required to be registered with AHPRA.
<b>Scientist</b>	Means an employee who has obtained a degree in science from an approved university or college of advanced education requiring a minimum of three years full- time study or such qualifications as the employer deems equivalent. Scientist includes a Sleep Scientist

Classification	Definition
<b>Sexual Assault Worker</b>	Must hold as a minimum a Bachelor degree in a relevant field such as counselling or other qualification deemed equivalent by the hospital.
<b>Social Worker</b>	Must hold as a minimum a Bachelor degree in social work which provides eligibility for membership of the Australian Association of Social Workers, or other qualification deemed equivalent by the employer.
<b>Speech Pathologist</b>	Must hold a Bachelor or post graduate degree in speech pathology which provides eligibility for membership of Speech Pathology Australia, or other qualification deemed equivalent by the employer.
<b>Welfare Officer</b>	Must hold a minimum of a Bachelor degree in a relevant field e.g. community welfare, or other qualification deemed equivalent by the employer.
<b>Note * Level 3 and Level 4 Positions</b>	<p>There is no automatic progression to Level 3 or Level 4 based on years of service. Progression to this level is based on the health professional's demonstrated application of an in-depth clinical, and/or education and/or management focus within their area of expertise. The health professional is required to submit an application for this Level and this Level requires CEO Approval. The Level is reviewed each year and if the skills, knowledge and/or competency is not applied as per the criteria detailed below, both parties will agree on an improvement plan (of no more than 3 months) in order to maintain the Level.</p> <p>In recognition of advanced skills and experience relevant to the Level 3 or 4 criteria, the CEO can regrade the employee or the employee may apply, in writing, for a re-grade (see Regrading clause). In determining the regrade, the CEO will assess the following:</p> <ol style="list-style-type: none"> <li>1. Demonstrated application of the higher work level definition as defined in this Agreement;</li> <li>2. The employee's past performance, aptitude, experience, initiative, responsibilities, achievements and relevant qualifications; and</li> <li>3. The employee has complied with all requirements of their current position responsibilities as documented in their Performance Review.</li> </ol>

Classification	Level / Grade	Definition	Pay Point	1/12/22	1/12/23	1/12/24
				2.50%	3.25%	3.0%
<b>Health Professional</b>	<b>Level 1</b>	<ol style="list-style-type: none"> <li>1. Health professionals employed at Level 1 are newly qualified employees. They are beginning practitioners who are developing their skills and competencies. Level 1 staff are responsible and accountable for providing a professional level of service to the health facility. Health Professionals who have completed a 4 year Health Professional degree will commence at Level 1 year 2. Health Professionals who have completed a 5 year Health Professional Degree (undergraduate and post graduate in the same profession) will commence at Level 1 year 3.</li> <li>2. Level 1 staff work under discipline specific professional supervision and exercise professional judgement commensurate with their years of experience, as experience is gained, the level of professional judgement increases and direct professional supervision decreases. Level 1 staff participate in quality activities and workplace education.</li> <li>3. After working as a health professional for 12 months, Level 1 staff may be required to provide supervision to undergraduate/clinical postgraduate student on observational placements and to work experience students.</li> </ol>	<b>1<sup>st</sup> year</b>	\$35.98	\$37.15	\$38.26
			<b>2<sup>nd</sup> year</b>	\$37.32	\$38.53	\$39.69
			<b>3<sup>rd</sup> year</b>	\$39.64	\$40.92	\$42.15
			<b>4<sup>th</sup> year</b>	\$42.38	\$43.76	\$45.07

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Classification	Level / Grade	Definition	Pay Point	1/12/22	1/12/23	1/12/24
				2.50%	3.25%	3.0%
	<b>Level 2</b>	<ol style="list-style-type: none"> <li>1. Progression to Level 2 from Level 1 is automatic following satisfactory performance at completion of Level 1 Year 4.</li> <li>2. Level 2 health professionals are expected to have obtained respective new practitioner competencies and to perform duties in addition to those at Level 1.</li> <li>3. Health professionals at this level are competent independent practitioners who have at least 3 years clinical experience in their profession and work under minimal direct professional supervision.</li> <li>4. Positions at this level are required to exercise independent professional judgement on routine matters. They may require direct professional supervision from more senior staff members when performing novel, complex or critical tasks.</li> <li>5. From time to time, Level 2 staff may be required to supervise Level 1 health professionals and technical and support staff as required.</li> <li>6. Level 2 health professionals may be required to teach and supervise undergraduate/clinical postgraduate students, including those on clinical placements.</li> <li>7. Positions at this level assist in the development of policies, procedures, standards and practices, participate in quality improvement activities and may participate in clinical research activities as required.</li> </ol>	<b>1<sup>st</sup> year</b>	\$45.26	\$46.74	\$48.14
			<b>2<sup>nd</sup> year</b>	\$48.16	\$49.73	\$51.22
			<b>3<sup>rd</sup> year</b>	\$50.49	\$52.13	\$53.70
			<b>4<sup>th</sup> year +</b>	\$52.11	\$53.80	\$55.42
	<b>Level 3*</b>	<p>Level 3 AHP are experienced clinicians who possess extensive specialist knowledge or a high level of broad generalist knowledge within their discipline. They provide clinical services to client groups and circumstances of a complex nature requiring advanced practice skills. They are able to apply professional knowledge and judgement when performing novel, complex or critical tasks specific to their discipline.</p> <p>Staff at this level are expected to exercise independent professional judgement when required in solving problems and managing cases where principles, procedures, techniques and methods require expansion, adaptation or modification.</p> <p>Level 3 AHP are required to teach and mentor Level 1 and 2 staff, as well as supervise undergraduate/clinical postgraduate students including those on clinical placements. The expertise, skills and knowledge is such that they may have the responsibility of a consultative role within their area(s) of expertise. They may also conduct clinical research and participate in the provision of clinical in-service education programs to staff and students. They provide advice to management on professional service delivery development, practice and re-design in response to demand and client needs.</p>	<b>single PP</b>	\$56.06	\$57.88	\$59.62

Classification	Level / Grade	Definition	Pay Point	1/12/22	1/12/23	1/12/24
				2.50%	3.25%	3.0%
	<b>Level 4*</b>	<p><b>Advanced Clinician / Practitioner</b></p> <p>Level 4 is regarded as an Advanced Clinician / Practitioner who possesses the breadth of knowledge and clinical expertise in general practice such that they provide a consultancy service on a range of clinical areas within their discipline across a geographic region or clinical network. They have a track record in leading professional development within the discipline, demonstrated achievement in bringing new technologies, processes or procedures to clinical services, skills and productivity within the discipline.</p> <p>They are experienced clinicians who maintain a case load and exercise significant professional judgement based on a detailed knowledge of work unit or industry wide initiatives. They have contributed to the development and achievement of the strategic direction of the hospital and have shared best practice with other hospitals within the organisation.</p> <p>They provide advice of a complex nature to client groups and service managers on clinical service delivery development, practice and redesign. They make independent clinical decisions within their field and are accountable for the outcomes for the clients and organisation. They have demonstrated knowledge of contemporary methods, principles and practice across client groups and work areas.</p> <p>Level 4 AHP provide professional / clinical supervision to other AHP within the organisation, not necessarily restricted to their hospital, and mentor Levels 1,2,3 staff.</p> <p>Level 4 AHP are recognised by their discipline/service in their claimed area of clinical expertise and have received referrals based on their ability to provide specialised patient/client treatment/management.</p> <p>In addition to case load, a Level 4 AHP may spend some of their time developing education and / or research program related to their area of expertise and in line with the organisation's strategic direction. Co-ordinate discipline specific and / or inter professional learning clinical placements. Proactively source and oversee professional development opportunities for the organisation, sharing best practice across multiple sites within the discipline.</p> <p><b>Team Leader</b></p> <p>Team Leaders are experienced clinicians who possess extensive specialist knowledge or a high level of broad generalist knowledge within their discipline. They provide clinical services to client groups and circumstances of a complex nature requiring advanced practice skills. They are able to apply professional knowledge and judgement when performing novel, complex or critical tasks specific to their discipline.</p>	single PP	\$57.93	\$59.82	\$61.61

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Classification	Level / Grade	Definition	Pay Point	1/12/22	1/12/23	1/12/24
				2.50%	3.25%	3.0%
		In addition to increased clinical experience, Team Leaders will also engage in additional administrative duties. These duties may include but are not limited to; rostering, employee management, mentoring and tutorage of other staff and organising education.				
<b>Allied Health Manager</b>		Manage an allied health team, responsible for the leadership, guidance and line management of a multi-disciplinary clinical unit. The work involves supervision of health professionals and could extend to other technical and support staff. The Allied Health Manager may also have responsibility for their own clinical load. This role is responsible for service planning and key performance indicators including but limited to quality and accreditation, budgeting and performance management.				
	<b>Level 1</b>	Manages less than 6 FTE staff	<b>single PP</b>	\$61.00	\$62.98	\$64.87
	<b>Level 2</b>	Manages 6 or more FTE staff	<b>single PP</b>	\$65.69	\$67.83	\$69.86

**Health Professionals (otherwise classified)**

Classification	Level / Grade	Definition	Pay Point	1/12/22	1/12/23	Commencement Date	1/12/24
				2.50%	3.25%		3.0%
<b>Provisional Psychologist</b>		Must hold qualifications in Psychology (per Psychology Board of Australia's requirements) and holds Provisional Registration with the Psychologists Board of New South Wales (AHPRA).	<b>single PP</b>			\$35.29	\$36.35
<b>Psychologist</b>		Means a person appointed as such who holds qualifications in psychology (per the psychology board of Australia's requirements) and who is registered with the Psychologists Board of New South Wales (AHPRA).	<b>1<sup>st</sup> year</b>	\$34.18	\$36.50		\$37.60
			<b>2<sup>nd</sup> year</b>	\$38.72	\$39.98		\$41.18
			<b>3<sup>rd</sup> year</b>	\$41.05	\$42.39		\$43.66
			<b>4<sup>th</sup> year</b>	\$43.46	\$44.87		\$46.22
			<b>5<sup>th</sup> year</b>	\$46.08	\$47.58		\$49.01
			<b>6<sup>th</sup> year</b>	\$48.83	\$50.42		\$51.93
			<b>7<sup>th</sup> year</b>	\$51.70	\$53.38		\$54.98
			<b>8<sup>th</sup> year +</b>	\$54.71	\$56.49		\$58.19
<b>Provisional Clinical Psychologists</b>		Must hold qualifications in Psychology and post graduate qualifications in Clinical Psychology and who has provision registration with the Psychologists Board of New South Wales (AHPRA).	<b>single PP</b>			\$52.65	\$54.23
<b>Clinical Psychologist</b>		Must hold qualifications in Psychology and post graduate qualifications in Clinical Psychology and who is registered with the Psychologists Board of New South Wales (AHPRA).	<b>1<sup>st</sup> year</b>	\$53.04	\$54.77		\$56.41
			<b>2<sup>nd</sup> year</b>	\$56.24	\$58.07		\$59.81
			<b>3<sup>rd</sup> year</b>	\$59.05	\$60.97		\$62.80
			<b>4<sup>th</sup> year</b>	\$61.89	\$63.90		\$65.82
			<b>5<sup>th</sup> year +</b>	\$64.94	\$67.05		\$69.07
<b>Research Project Officers</b>		Mean a person who is appointed to work in the field of research and clinical data analysis, and who has a qualification in Health Science, Science, Psychology or another qualification deemed appropriate by the employer.	<b>1<sup>st</sup> year</b>	\$34.18	\$35.29		\$36.35
			<b>2<sup>nd</sup> year</b>	\$38.72	\$39.98		\$41.18
			<b>3<sup>rd</sup> year</b>	\$41.05	\$42.39		\$43.66
			<b>4<sup>th</sup> year</b>	\$43.46	\$44.87		\$46.22
			<b>5<sup>th</sup> year</b>	\$46.08	\$47.58		\$49.01
			<b>6<sup>th</sup> year</b>	\$48.83	\$50.42		\$51.93
			<b>7<sup>th</sup> year</b>	\$51.70	\$53.38		\$54.98
			<b>8<sup>th</sup> year +</b>	\$54.71	\$56.49		\$58.19
<b>Medical Technologist</b>		Means a person who has attained a Bachelor of Science Degree or qualifications or competencies deemed equivalent by the employer	<b>1<sup>st</sup> year</b>	\$30.99	\$31.99		\$32.95
			<b>2<sup>nd</sup> year</b>	\$32.02	\$33.06		\$34.05

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			<b>3<sup>rd</sup> year</b>	\$33.67	\$34.77		\$35.81
			<b>4<sup>th</sup> year</b>	\$35.77	\$36.94		\$38.04
			<b>5<sup>th</sup> year</b>	\$38.01	\$39.24		\$40.42
			<b>6<sup>th</sup> year</b>	\$40.23	\$41.54		\$42.78
			<b>7<sup>th</sup> year</b>	\$41.90	\$43.26		\$44.56
			<b>8<sup>th</sup> year +</b>	\$43.16	\$44.57		\$45.90
<b>Senior Medical Technologist (in Section)</b>		Means a person who has attained a relevant Post Graduate degree in medical technology or qualifications or competencies deemed equivalent by the employer and performs such work.	<b>1<sup>st</sup> year</b>	\$46.20	\$47.70		\$49.13
			<b>2<sup>nd</sup> year</b>	\$47.64	\$49.19		\$50.67
			<b>3<sup>rd</sup> year +</b>	\$48.89	\$50.48		\$52.00



**Radiography**

Classification	Level / Grade	Definition	Pay Point	Commencement Date	1/12/24
					3.0%
<b>Intern Radiographer</b>		Holds provisional registration as a Radiographer with AHPRA. The Radiographer at this level shall develop a capacity to apply knowledge, skills, professional judgement and show initiative in solving routine professional issues involving patient care, radiation safety, work health and safety (WHS), manual handling and QA. They will be expected to work in an environment where there are multi-disciplinary teams.	<b>single PP</b>	\$33.00	\$33.99
<b>Radiographer</b>	<b>Level 1</b>	Means a person who holds a Bachelor of Medical Radiation Science in Diagnostic Radiography and holds accreditation from APHRA and possess an unrestricted Licence from the Environmental Protection Authority.	<b>1<sup>st</sup> year</b>	\$41.70	\$42.95
			<b>2<sup>nd</sup> year</b>	\$42.58	\$43.85
			<b>3<sup>rd</sup> year</b>	\$44.17	\$45.50
			<b>4<sup>th</sup> year</b>	\$45.65	\$47.01
			<b>5<sup>th</sup> year</b>	\$47.32	\$48.74
			<b>6<sup>th</sup> year</b>	\$48.99	\$50.46
			<b>7<sup>th</sup> year</b>	\$50.71	\$52.24
			<b>8<sup>th</sup> year +</b>	\$52.68	\$54.26
	<b>Level 2</b>	The radiographer at this level will have extensive clinical expertise related to specific areas/modalities. They will be expected to demonstrate their expertise through the development and maintenance of protocols, clinical reviews, teaching and delivery of in-service and presentations of papers/publications related to their area of expertise at departmental level. The Radiographer at this level must have obtained an appropriate recognised postgraduate diploma aligned to their area of expertise.	<b>single PP</b>	\$58.75	\$60.51
	<b>Level 3</b>	Team Leaders are experienced Radiographers who possess extensive specialist knowledge or a high level of broad generalist knowledge. At this level the Radiographer will have the duties and responsibilities including additional administration tasks. Duties may include but not limited to; rostering, employee management, mentoring and supervision of other staff and organising education.	<b>single PP</b>	\$59.81	\$61.60
<b>Chief Radiographer</b>		The Chief Radiographer manages a department of Radiographers in addition to other associated departmental staff e.g., support services employees. At this level the Chief Radiographer is responsible for coordinating and managing a complex function for example, but not limited to: IT, PACS/RIS, CT, US etc. This role is responsible for service planning and key performance indicators including but not limited to quality and accreditation, budgeting and performance management.			
	<b>Level 1</b>	Manages less than 6 FTE staff	<b>single PP</b>	\$62.98	\$64.87
	<b>Level 2</b>	Manages 6 or more FTE staff	<b>single PP</b>	\$67.82	\$69.85

## Pharmacy

Classification	Level / Grade	Definition	Pay Point	Commencement Date	1/12/24
					3.0%
<b>Dispensary Assistant</b>		Supports Pharmacists and Pharmacy Technicians in the delivery of hospital pharmacy services through the provision of administrative and basic technical activities and may have the following qualifications, or equivalent training and experience (Certificate 3 in Community Pharmacy & Certificate 4 in Community Pharmacy).	<b>single PP</b>	\$30.00	\$30.90
<b>Dispensary Technician</b>		Is primarily engaged in wards and oncology. Supports Pharmacists in the delivery of hospital pharmacy services through the provision of higher-level administrative, technical and leadership activities. (Certificate III in Hospital/Health Services Pharmacy Support or Certificate IV in Hospital/Health Services Pharmacy Support).	<b>single PP</b>	\$31.50	\$32.45
<b>Pharmacy Technician</b>		An employee with a minimum qualification at Certificate IV in Hospital/Health Services Pharmacy Support, who has successfully completed a structured competency assessment in order to undertake extended scope of practice activities.	<b>single PP</b>	\$33.00	\$33.99
<b>Pharmacy Student</b>		Is an employee who is undertaking training as part of an approved program of study, as defined by the Health Practitioner Regulation National Law.	<b>single PP</b>	\$27.10	\$27.91
<b>Intern Pharmacist</b>		An Intern Pharmacist is an employee who: <ol style="list-style-type: none"> <li>1. has satisfied the examination requirements of an accredited course of study leading to registration as a pharmacist, and</li> <li>2. holds provisional registration as a Pharmacist with AHPRA; and</li> <li>3. is completing, a Pharmacy Board of Australia ("Board") accredited intern training program (ITP) during their supervised practice period; and</li> <li>4. is completing a period of supervised practice (internship) which has been approved by the Board during their provisional registration; and</li> <li>5. is not yet eligible for General Registration as a Pharmacist with AHPRA.</li> </ol>	<b>single PP</b>	\$30.00	\$30.90
<b>Pharmacist</b>		A Pharmacist is an employee who holds an appropriate Bachelor of Pharmacy and who also holds general registration as a Pharmacist by the Australian Health Regulation Agency (AHPRA) and is employed and practicing as a Pharmacist within a Health Facility Dispensary. Pharmacists' areas of responsibility or focus at all grades may include: <ol style="list-style-type: none"> <li>1. General Dispensing of medications and Dispensary / Pharmacy management</li> <li>2. Ward-based clinical pharmacy support and professional pharmacy guidance</li> <li>3. Manufacturing / compounding and oncology services</li> <li>4. Support and guidance to more junior pharmacy team members</li> </ol>			

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Classification	Level / Grade	Definition	Pay Point	Commencement Date	1/12/24
					3.0%
	<b>Grade 1</b>	Is a Pharmacist who works under the general direction and support of more experienced Pharmacist(s), which may include but not limited to the Pharmacy Area Manager or Pharmacy Operations Manager, who may not always be working at the site. Work is initially performed with professional support by a more experienced professional; however, this support is expected to reduce as post registration hospital pharmacy experience increases.	1 <sup>st</sup> year	\$40.00	\$41.20
			2 <sup>nd</sup> year	\$41.00	\$42.23
			3 <sup>rd</sup> year	\$42.20	\$43.47
			4 <sup>th</sup> year	\$43.00	\$44.29
			5 <sup>th</sup> year	\$44.50	\$45.84
			6 <sup>th</sup> year+	\$46.00	\$47.38
	<b>Grade 2</b>	By appointment only Is a Pharmacist who has acquired and is required to apply superior skills and knowledge of the hospital pharmacy practice than is required of a Pharmacist Grade 1. Assessment and confirmation of the superior professional competency and capabilities will be completed by a certified advanced practice pharmacist using tools based on the National Competency framework and Standards of Practice. A Pharmacist Grade 2 would normally have at least four years of full-time experience post-registration (or the part-time equivalent) as a hospital Pharmacist or Pharmacist in a recognised equivalent clinical health services facility or setting. Responsibilities will include: 1. Supervision of less experienced Pharmacists and intern pharmacists; 2. Providing advice to medical teams regarding patient care as required; 3. Performing clinical pharmacy reviews and medication management tasks for hospital inpatient and discharge patients; 4. (d) In large facilities, a Grade 2 Pharmacist may be given delegated responsibility for specific area(s) of clinical specialty. Specialist areas relevant to this classification may include oncology, specialised manufacturing, drug information, clinical trials etc.	1 <sup>st</sup> year	\$47.50	\$48.93
			2 <sup>nd</sup> year	\$48.80	\$50.26
			3 <sup>rd</sup> year	\$50.20	\$51.71
			4 <sup>th</sup> year+	\$52.53	\$54.11
	<b>Grade 3</b>	By appointment only A Pharmacist appointed to the position of Pharmacist Grade 3 would usually have at least 7 years' full-time relevant experience post registration (or the part-time equivalent) as a Hospital Pharmacist or a Pharmacist that has worked in a recognised equivalent clinical health services facility or setting. In addition to responsibilities assumed by a Pharmacist Grade 1 or Grade 2 as detailed above, a Pharmacist Grade 3 independently undertakes work requiring specialist knowledge or in-depth experience and skills and is engaged on more responsible assignments for the wider Ramsay Pharmacy Group. Confirmation of competencies required at this level will be based on recognised industry standards. Specialist areas of responsibility at this level may include being the recognised subject matter expert (SME) across Ramsay Pharmacy Group in a clinical area, after having completed further education in this specialist field such as:	1 <sup>st</sup> year	\$54.00	\$55.62
			2 <sup>nd</sup> year	\$55.00	\$56.65
			3 <sup>rd</sup> year	\$56.00	\$57.68
4 <sup>th</sup> year+			\$56.50	\$58.20	

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Classification	Level / Grade	Definition	Pay Point	Commencement Date	1/12/24
					3.0%
		<ol style="list-style-type: none"> <li>1. clinical pharmacy;</li> <li>2. oncology;</li> <li>3. critical care medicine; ;</li> <li>4. compounding or manufacturing of drugs;</li> <li>5. clinical trials;</li> <li>6. drug information;</li> <li>7. drug evaluation;</li> <li>8. quality use of medicines; or</li> <li>9. regulatory or legislative requirements</li> </ol>			
<b>Pharmacist in Charge</b>		A Pharmacist in Charge is a pharmacist who is appointed to manage the daily operations of a site including the provision of all professional pharmacy services and the team members involved in providing these services whilst ensuring best practice clinical and quality care in consultation with other medical/clinical staff members. The Pharmacist in Charge is responsible for the financial, legal and people management of the site.			
	<b>Level 1</b>	Manages up to 5 FTE staff	<b>1<sup>st</sup> year</b>	\$48.50	\$49.96
			<b>2<sup>nd</sup> year</b>	\$50.50	\$52.02
			<b>3<sup>rd</sup> year+</b>	\$52.00	\$53.56
	<b>Level 2</b>	Manages more than 5 FTE staff	<b>1<sup>st</sup> year</b>	\$57.00	\$58.71
			<b>2<sup>nd</sup> year</b>	\$58.00	\$59.74
<b>3<sup>rd</sup> year+</b>			\$60.00	\$61.80	

**SCHEDULE 2 – ALLOWANCES**

Allowances shall apply from the first full pay period commencing on or after the relevant operative date.

Item	Allowance	Paid	Clause Reference	1/12/22	1/12/23	1/12/24
<b>1</b>	<b>Qualification and Fellowship Allowances</b>	per hour	43.3			
1.1	Sterilising Certificate Allowance		43.3(b)(i)	\$0.27	\$0.28	\$0.29
1.2	Fellowship of the Society of Hospital Pharmacists allowance		43.3(b)(ii)	\$0.89	\$0.92	\$0.94
1.3	Fellowship of Australian Institute of Radiography allowance		43.3(b)(iii)	\$0.95	\$0.99	\$1.01
1.4	Lymphoedema Therapist Allowance		43.3(b)(iv)	\$0.92	\$0.95	\$0.97
<b>2</b>	<b>In Charge Allowance</b>	per day or shift	43.4	\$18.59	\$19.20	\$19.77
<b>3</b>	<b>Leading Hand / Team Leader Allowance</b>	per hour	43.5			
3.1	In charge of 2 to 5 employees			\$0.84	\$0.86	\$0.89
3.2	In charge of 6 to 10 employees			\$1.17	\$1.21	\$1.25
3.3	In charge of 11 to 15 employees			\$1.49	\$1.54	\$1.58
3.4	In charge of 16 to 19 employees			\$1.82	\$1.88	\$1.94
<b>4</b>	<b>Anaesthetic Technician Leading Hand Allowance</b>	per hour	43.5(d)	\$4.05	\$4.18	\$4.31
<b>5</b>	<b>Meal Allowance</b>	per meal	43.6			
5.1	Breakfast			\$17.60	\$18.17	\$18.72
5.2	Lunch			\$22.81	\$23.55	\$24.25
5.3	Dinner			\$33.61	\$34.70	\$35.74
<b>6</b>	<b>Uniform Allowance</b>	per week (pro-rata for PT / CAS employees)	43.7	\$3.38	\$3.49	\$3.60
<b>7</b>	<b>Laundering of Uniform</b>	per hour	43.8	\$0.19	\$0.20	\$0.21
<b>8</b>	<b>Driving Allowance</b>	per week (pro-rata for PT / CAS employees)	43.9	\$7.00	\$7.23	\$7.45
<b>9</b>	<b>Handling of Nauseous Nature allowance</b>	per hour	43.10	\$0.34	\$0.35	\$0.36
<b>10</b>	<b>Dirty Work / Confined Space Allowance</b>	per hour	43.11	\$0.65	\$0.67	\$0.69
<b>11</b>	<b>Lead Apron Allowance</b>	per hour	43.12	\$2.31	\$2.38	\$2.45

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Item	Allowance	Paid	Clause Reference	1/12/22	1/12/23	1/12/24
<b>12</b>	<b>Motor Vehicle Allowance</b>	per kilometre	43.13	ATO Rate	ATO Rate	ATO Rate
<b>13</b>	<b>Infectious Diseases Clean allowance</b>		43.14			
13.1	Per room clean	per room		\$2.15	\$2.22	\$2.29
13.2	Maximum	maximum per day or shift		\$6.46	\$6.67	\$6.87
<b>14</b>	<b>On-Call Allowance</b>	per 24-hour period or part thereof	32			
14.1	On-Call Allowance		32.3(g)	\$29.94	\$30.91	\$31.84
14.2	On-Call Allowance when rostered off duty		32.3(h)	\$57.97	\$59.86	\$61.65

### SCHEDULE 3 – TRANSITIONING CLASSIFICATIONS AND ORDINARY RATES

The Ordinary Rates in Schedule 3 apply to Employees:

- (a) Who are engaged by the Employer at the Commencement Date of the Agreement; and
- (b) Who were employed in a classification prior the Commencement Date which has changed as a result of the making of this Agreement.

Schedule 3 sets out the Ordinary Rates that apply to the changed classifications for the period prior to the Commencement Date of the Agreement. Ordinary Rates shall apply from the first full pay period commencing on or after the relevant operative date.

On commencement of the Agreement, employees engaged on a classification in Schedule 3 will transition into the relevant classification in Schedule 1, and Schedule 3 will no longer apply.

Transitioning Classification	Pay Point	1/12/22	1/12/23
		<b>2.50%</b>	<b>3.25%</b>
<b>Radiographer</b>	<b>1st year</b>	\$30.13	\$31.11
	<b>2nd year</b>	\$30.98	\$31.99
	<b>3rd year</b>	\$32.53	\$33.59
	<b>4th year</b>	\$33.96	\$35.06
	<b>5th year</b>	\$35.58	\$36.73
	<b>6th year</b>	\$37.19	\$38.40
	<b>7th year</b>	\$38.87	\$40.13
	<b>8th year &amp; thereafter</b>	\$40.78	\$42.10
<b>Snr Radiographer in a section / Assistant Chief Radiographer</b>		\$45.14	\$46.61
<b>Chief Radiographer or Sole Radiographer at Hospitals with an adjusted Daily average of</b>	<b>under 100 beds</b>	\$45.14	\$46.61
	<b>100 beds but less than 200</b>	\$47.80	\$49.36
	<b>200 beds but less than 300</b>	\$50.72	\$52.37
	<b>300 beds but less than 500</b>	\$53.93	\$55.69
	<b>500 beds but less than 750</b>	\$57.00	\$58.85
<b>Chief Radiographer, Diagnostic Radiographer at a hospital having an adjusted daily average of occupied beds of 750 or more</b>		\$58.54	\$60.45
<b>Chief Radiographer, Diagnostic Radiographer at a hospital having an adjusted daily average of occupied beds of 750 or more</b>		\$58.54	\$60.45
<b>Pharmacy Assistant (Graduate/Unregistered)</b>		\$28.18	\$29.10
<b>Pharmacist (Registered)</b>	<b>1st year</b>	\$30.98	\$31.99
	<b>2nd year</b>	\$32.02	\$33.06
	<b>3rd year</b>	\$33.67	\$34.76
	<b>4th year</b>	\$35.76	\$36.93
	<b>5th year</b>	\$38.01	\$39.25
	<b>6th year</b>	\$40.23	\$41.54
	<b>7th year</b>	\$41.91	\$43.27
	<b>8th year &amp; thereafter</b>	\$43.17	\$44.57

<b>Transitioning Classification</b>	<b>Pay Point</b>	<b>1/12/22</b>	<b>1/12/23</b>
		<b>2.50%</b>	<b>3.25%</b>
<b>Chief Pharmacist – Sole pharmacist or in charge of 3 or less registered or unregistered assistants</b>	<b>1st year</b>	\$46.20	\$47.70
	<b>2nd year</b>	\$47.64	\$49.19
	<b>3rd year</b>	\$48.89	\$50.48
<b>Chief Pharmacist – In charge of 4 or more registered or unregistered assistants</b>	<b>1st year</b>	\$50.14	\$51.77
	<b>2nd year</b>	\$51.43	\$53.10
	<b>3rd year</b>	\$53.07	\$54.79
<b>Scientific Officers</b>	<b>1st year of scale</b>	\$30.96	\$31.97
	<b>2nd year of scale</b>	\$32.00	\$33.04
	<b>3rd year of scale</b>	\$33.64	\$34.73
	<b>4th year of scale</b>	\$35.74	\$36.90
	<b>5th year of scale</b>	\$37.99	\$39.23
	<b>6th year of scale</b>	\$40.21	\$41.51
	<b>7th year of scale</b>	\$41.88	\$43.24
	<b>8th year of scale</b>	\$43.14	\$44.54



## IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2023/5469

**Applicant: RAMSAY HEALTH CARE AUSTRALIA PTY LIMITED**

Section 185 – Application for approval of a single enterprise agreement

### Undertaking - Section 190

I, Peter Ryan, Director ER & Policy, for Ramsay Health Care Australia Pty Limited, give the following undertakings with respect to the Ramsay Health Care New South Wales Health Professionals and Support Services Enterprise Agreement 2023 ("the Agreement"):

1. I have the authority given to me by Ramsay Health Care Australia Pty Limited, Ramsay Professional Services Pty Limited and BDS Operator Pty Limited to provide these undertakings in relation to the application before the Fair Work Commission.
2. An Allied Health Manager – Level 1 with more than 3 years of full-time equivalent experience in this classification will be paid an Ordinary Rate of no less than \$65.40 from the commencement date of the Agreement and \$67.36 from the first pay period on or after 1 December 2024.
3. Clause 36.4 is amended to read as follows:

*Employees whose employment has been terminated by either party will receive their final pay in the next pay cycle after termination. Such final pay will include payment of all entitlements payable on termination. On termination, an Employee must return all company property (ie uniforms, keys, ID, barge/swipe-cards, computers, phones etc) to the Employer.*

4. Clause 25.7 is amended to read as follows:

*If Ramsay proposes to introduce a new split shift arrangement for an Employee where split shifts have not previously been worked by the Employee, Ramsay will consult with the Employee in accordance with clause 10.3.*

5. Clause 26.4 (f) is deleted and will not form part of the Agreement.
6. Clause 29.3 (a) is amended to become:

*(a) that is recorded as overtime in Ramsay's time and attendance system, or such other approved time record, and is approved or authorised as overtime work by Ramsay".*

7. Clause 25.1 is amended as follows:

*The ordinary hours of work can be worked at any time Monday to Sunday. Ordinary hours that are worked between 6.00am and 6.00pm on Monday to Friday are at Ordinary Rates only, except where this Agreement provides for a loading to be paid in addition.*

8. The first part of the definition of night shift in clause 30.3 (a) (ii) is amended as follows:

*A night shift is a rostered shift of ordinary hours commencing at or after 4.00pm and before 6.00am on the following day on any day Monday – Friday.*

9. Clause 27.1(c) is amended to read as follows:

*An Employee who is required to remain on duty during a meal break shall be paid at Ordinary Rates until the meal break is taken. In order for the Employee's manager to authorise the Employee's work through the meal break, the Employee must notify their manager in advance that they are not able to take the meal break. If advance notification is not practicable, the Employee must notify the manager as soon as possible thereafter.*

10. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

27 February 2024

Date