



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Ramsay Health Care Pty Ltd
(AG2014/5999)

RAMSAY HEALTH CARE HEALTH PROFESSIONALS ENTERPRISE AGREEMENT (VICTORIA) 2014-2016

Health and welfare services

DEPUTY PRESIDENT HAMILTON

MELBOURNE, 16 MAY 2014

Application for approval of the Ramsay Health Care Health Professionals Enterprise Agreement.

[1] An application has been made for approval of an enterprise agreement known as the *Ramsay Health Care Health Professionals Enterprise Agreement* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Ramsay Health Care Pty Ltd. The agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Agreement is approved and, in accordance with s.54, will operate from 23 May 2014. The nominal expiry date of the Agreement is 30 October 2016.

[4] The Health Services Union of Australia 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), I note that the Agreement covers the organisation.



DEPUTY PRESIDENT

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RAMSAY HEALTH CARE (VICTORIA)
HEALTH PROFESSIONALS
ENTERPRISE AGREEMENT 2014 - 2016

ARRANGEMENT OF AGREEMENT

Clause No.	Subject Matter	Page Number
PART 1 – PRELIMINARIES		
1.1	<u>Title</u>	4
1.2	<u>Date of Operation</u>	4
1.3	<u>Scope of Agreement</u>	4
1.4	<u>Relationship to Other Industrial Instruments</u>	4
1.5	<u>Posting of the Agreement</u>	5
1.6	<u>Variation of Agreement</u>	5
1.7	<u>Negotiation of Further Agreements</u>	5
1.8	<u>Definitions</u>	6
PART 2 – GENERAL TERMS		
2.1	<u>Consultation and Cooperation</u>	8
2.2	<u>Confidentiality</u>	8
2.3	<u>Consultation regarding Change</u>	9
2.4	<u>Grievance and/or Dispute Resolution</u>	10
2.5	<u>Disciplinary Process</u>	12
2.6	<u>Flexibility Arrangements</u>	13
2.7	<u>Anti-Discrimination, Bullying and Harassment</u>	14
2.8	<u>Diversity</u>	15
PART 3 – EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS		
3.1	<u>Employment Categories and Contract of Employment</u>	17
3.2	<u>Full Time Employees</u>	17
3.3	<u>Part Time Employees</u>	17
3.4	<u>Casual Employees</u>	19
3.5	<u>Fixed Term Contracts</u>	21
3.6	<u>Probationary Employment</u>	21
3.7	<u>Duties</u>	22
3.8	<u>Location of Worksite</u>	22
3.9	<u>Request for Transfer</u>	23
3.10	<u>Termination of Employment</u>	23
3.11	<u>Redundancy and Redeployment</u>	25
3.12	<u>Transfer of Business</u>	29
3.13	<u>Portability of Entitlements</u>	29
3.14	<u>Professional Development, Training and Careers</u>	30
3.15	<u>Uniforms / Clothing</u>	32
PART 4 – HOURS OF WORK		
4.1	<u>Ordinary Hours</u>	33
4.2	<u>Working a 38 hour week / Accruing Days Off</u>	33
4.3	<u>Flexitime</u>	36
4.4	<u>Authorised Overtime</u>	37
4.5	<u>On-call and Recall</u>	39
4.6	<u>Rosters</u>	41
4.7	<u>Meal Hours and Rest Breaks</u>	42

PART 5 –PAYMENT

5.1	<u>Payment of Wages</u>	43
5.2	<u>Payment on Termination</u>	43
5.3	<u>Overpayment of Wages</u>	44
5.4	<u>Underpayment of Wages</u>	44
5.5	<u>Classifications and Progression through Pay Points</u>	45
5.6	<u>Time Not Worked</u>	46
5.7	<u>Higher Duties</u>	46
5.8	<u>Penalty Rates</u>	46
5.9	<u>Allowances</u>	49
5.10	<u>Superannuation</u>	55
5.11	<u>Salary Packaging</u>	55

PART 6 – LEAVE AND PUBLIC HOLIDAYS

6.1	<u>Annual Leave</u>	58
6.2	<u>Personal/Carer's Leave</u>	63
6.3	<u>Public Holidays</u>	66
6.4	<u>Parental Leave</u>	70
6.5	<u>Compassionate Leave</u>	76
6.6	<u>Community Service Leave</u>	77
6.7	<u>Long Service Leave</u>	78
6.8	<u>Study and Examination Leave</u>	82
6.9	<u>Professional Development Leave</u>	83
6.10	<u>Representative Leave / Trade Union Training Leave</u>	83
6.11	<u>Leave Without Pay</u>	84

PART 7 – OTHER MATTERS

7.1	<u>Daylight Savings</u>	85
7.2	<u>Workload Management</u>	86
7.3	<u>Accident Pay</u>	86

PART 8 – UNION INVOLVEMENT

8.1	<u>Union involvement</u>	91
8.2	<u>Right of Entry</u>	91
8.3	<u>Union Delegates</u>	91

SCHEDULES

Schedule A	<u>Hospitals to be covered by Agreement</u>	92
Schedule B	<u>Employment Classifications covered by Agreement</u>	93
Schedule C	<u>Classification Definitions</u>	95

APPENDICES

Appendix A	<u>Wage Rates and Timetables for Increases</u>	133
Appendix B	<u>Allowances and Timetables for Increases</u>	140

PART 1 – PRELIMINARIES

1.1 TITLE

This agreement will be known as the Ramsay Health Care Health Professionals Enterprise Agreement (Victoria) 2014 – 2016 ('the Agreement').

1.2 DATE OF OPERATION

1.2.1 The agreement shall take effect on the 7th day after receiving approval from Fair Work Australia (FWA) and shall remain in force until 30 October 2016 and thereafter in accordance with the Fair Work Act.

1.3 SCOPE OF AGREEMENT

The agreement shall apply to:

- a) Ramsay Health Care Australia Pty. Ltd. (ABN 36 003 184 889) and related corporate entities thereof, listed in Schedule A of the agreement ("the employer"); and
- b) Employees who are employed in the classifications listed in Schedule B of the agreement ("the employee") at the facilities listed in Schedule A; and
- c) Employees of any other facility in the state acquired or opened by the employer during the life of the agreement; and
- d) The Health Services Union (Victoria) Nos 3 & 4 Branches.

1.4 RELATIONSHIP TO OTHER INDUSTRIAL INSTRUMENTS

1.4.1 This agreement replaces the *Ramsay Health Care Health Professionals Collective Agreement 2009 - 2012*.

1.4.2 The terms of all relevant modern awards and other industrial instruments have been considered in creation of this agreement and these have either been met or compensated for. Therefore this agreement operates to the exclusion of any award, modern award or other industrial instrument.

- 1.4.3 This agreement should be read in conjunction with the Fair Work Act 2009 including the *National Employment Standards (NES)*. If any term(s) of the NES can be shown to be more favourable to an employee than the term(s) of this agreement, then the term(s) of the NES shall apply.

Relationship to antecedent agreement(s)

- 1.4.4 Where clauses have been re-written and there is a dispute at a later date as to their intent or meaning, regard will be had to the antecedent documents and decisions arising from them. The antecedent documents for the purposes of this clause are:

- a) Ramsay Health Care Health Professionals Collective Agreement (Victoria) 2009 – 2012;
and
- b) any documents provided to the Fair Work Commission at the time of approval of this Agreement.

1.5 POSTING OF AGREEMENT

A copy of this agreement and also the *NES* shall be made available for employees to read and shall be easily accessible at the site of employment and /or on the Ramsay Health Care intranet.

1.6 VARIATION OF AGREEMENT

This agreement may be varied during its term in accordance with the Fair Work Act 2009.

Applications for any variations must be made to and approved by the Fair Work Commission.

1.7 NEGOTIATION OF FURTHER AGREEMENTS

All parties agree to commence negotiations for a new agreement 4 months before the expiration of this agreement.

1.8 DEFINITIONS

Act

Means the Fair Work Act 2009

AHPRA

Australian Health Practitioners Regulation Agency.

Continuous Service

Service will be considered continuous if any break of service, or employment, is 3 months or less.

Employee

Means a person employed by the Employer in one or more of the classifications listed in Schedule B.

Employer

Means Ramsay Health Care Australia Pty. Ltd. (ABN 36 003 184 889) and related corporate entities thereof, listed in Schedule A.

Experience

Means experience (following registration for positions requiring registration) in the role in which the Employee is currently employed (or to be employed). Where an employee has previously been employed in a higher level in that classification, service and experience in that higher classification will count as service and experience in the lower classification for the purposes of determining an employee's experience.

For the purposes of determining year level within a grade, employees will progress to the next pay point following 12 months experience.

Long Term Casual

Means an employee who has been employed on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months.

NES

Means National Employment Standards

Ordinary Rate

Means the rate of pay as defined in Appendix A, with the hourly rate being 1/38 of the stated weekly rates, without application of any penalty rates or allowances.

Service

Means the period of employment during which the Employee is employed by the Employer.

The following count as Service for the purposes of calculating leave and other entitlements:

- a) any Annual Leave or Long Service Leave taken;
- b) any interruption or ending of the employment by the employer if such interruption or ending is made with the intention of avoiding obligations in respect of Annual Leave or Long Service Leave;
- c) any absence from work on account of Personal/Carer's Leave;
- d) any absence on account of injury arising out of or in the course of the employment of the employee for a period during which payment is made under Part 7.3 - Accident Pay;
- e) any absence on account of any other paid leave which an employee is entitled to or which is granted by, imposed or agreed to by the employer; and
- f) any absence on community service leave.

The following do not count as Service for the purposes of calculating entitlements but service is not considered to be broken by these:

- a) any absence on account of approved unpaid leave such as Leave Without Pay, unpaid Parental Leave, or approved periods of unpaid Study Leave;
- b) an unpaid period of absence serving as a break between positions at two Ramsay Health Care facilities; and
- c) any other unpaid absence on any other account not involving termination of employment.

Union(s)

Means the Health Services Union (HSU) Victorian No 3 Branch and the Health Services Union (HSU) Victorian No 4 Branch.

Weekend Worker

Means an employee who works a portion of their ordinary hours on a weekend.

PART 2 – GENERAL TERMS

2.1 CONSULTATION AND COOPERATION

2.1.1 The parties to this agreement agree to consult, cooperate and collaborate using any means as appropriate in order to:

- 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.

2.2 CONFIDENTIALITY

2.2.1 The employer is not required to disclose confidential or commercially sensitive information to employees or employee representatives.

2.2.2 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.

2.2.3 Confidential or sensitive information may include, depending on the circumstances, but is not limited to:

- a) information and material relating to the business, affairs and operations of Ramsay;
- b) company policies, procedures, manuals and planning strategies;
- c) records/information regarding patients; and
- d) correspondence, computer print outs, electronic files, customer lists, rate schedules, diaries, file notes.

2.3 CONSULTATION REGARDING CHANGE

2.3.1 In particular the employer will consult with employees after making decisions on major workplace changes that are likely to have significant effect on those employees. *Significant effect* may include:

- a) changes to the composition, operation or size of the workforce;
- b) changes to employees' required skill;
- c) requirements to be retrained;
- d) altered hours of work;
- e) restructure of a job or role;
- f) relocation of employees to another workplace;
- g) transfer of employees to other work;
- h) reduction in opportunities for jobs, promotions and/or tenure; or
- i) likelihood of termination or redundancy.

2.3.2 Employees may appoint a representative for the purposes of consultation and the employer will recognise the representative.

2.3.3 As soon as practicable after making its decision and prior to making the change, the employer will notify the relevant employees' Union(s) by providing in writing a statement of all relevant information relating to the nature of the change, the likely effect on the employee and measures the employer is taking to avoid or minimise the effect, including:

- a) location; and
- b) work unit; and
- c) outline of proposed change; and
- d) proposed effective date; and
- e) name and contact details of relevant managers; and
- f) summary of the workplace arrangements before the change; and
- g) reasons for the change; and
- h) process that was followed leading to the decision to implement the proposed change; and
- i) proposed implementation process; and
- j) number of employees affected by the change; and
- k) options that may be available to employees affected by the change.

- 2.3.4 The employer will then hold discussions with relevant employees and/or their union(s) or representatives regarding all aspects of the change and will give prompt and genuine consideration to matters raised by the employees.

Consultation regarding Change of Roster

- 2.3.5 Where the employer proposes to change employees' regular roster or ordinary hours of work, the employer will consult about the proposed change with relevant employees and any representatives. The employer will:
- a) provide information about the nature of the proposed change and when that change is proposed to commence; and
 - b) invite affected employees and their representatives to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities) and consider these views.

NB - The requirement to consult does not apply where an employee has irregular, sporadic or unpredictable working hours.

- 2.3.6 These provisions are to be read in conjunction with other agreement provisions concerning the scheduling of work and notice requirements.
- 2.3.7 In this part *relevant employees* means employees who may be affected by the change.

2.4 GRIEVANCE AND/OR DISPUTE RESOLUTION

- 2.4.1 This term specifies the procedure to be followed where a grievance or dispute arises relating to the employee's terms and conditions of employment as provided for by the agreement or the NES.
- 2.4.2 The grievance and/or dispute may involve one or a number of employees.
- 2.4.3 Employees may appoint a representative for the purposes of the dispute resolution and the employer will recognise the representative.
- 2.4.4 The following steps are to be taken in the specified order to settle the grievance or dispute (the dispute):

- a) Employees are encouraged to attempt to resolve a dispute or grievance informally by approaching their supervisor or manager directly, where they are comfortable doing so. The manager may attempt to facilitate a discussion, and hopefully a solution. The manager will respond to the grievance as soon as is practicable under the circumstances. At this stage the grievance or dispute is still being treated informally and the manager is assisting in the facilitation of a resolution. No formal investigation or action is being taken at this point. However, where an issue is serious; of an unlawful nature or a potential breach of Workplace Health and Safety, Equal Employment Opportunity or Discrimination, Bullying or Harassment legislation, the manager is required by law to formally investigate the matter, regardless of whether the complaint is made formally. Where the dispute involves actions of the immediate supervisor or manager the employee(s) may proceed directly to the next step in the procedure.
- b) Where the dispute or grievance cannot be effectively resolved with the immediate supervisor, or the employee or the manager believes that more serious intervention/ support is required, a formal complaint should be lodged with the manager (preferably in writing) and/or with Executive Management. An investigation may follow. Where a formal complaint is made, all parties must agree to:
- Give a true and accurate disclosure and cooperate in establishing the facts;
 - Declare any bias or pertinent facts that may impact upon their role in the investigation and ability to remain impartial;
 - Maintain confidentiality at all times to avoid potential claims of defamation and ensure procedural fairness;
 - Conduct themselves in a professional manner and observe appropriate workplace behaviours; and
 - Refrain from any form of victimisation during or after the investigation process.
- Written records will be kept in order to establish facts and the process followed, including the resolution of the matter. When a matter is finalised, any reports, or details of investigations will be kept on a secured file.
- c) Where the dispute involves actions of the manager the employee(s) may proceed directly to the next step in the procedure.
- d) Where no resolution can be reached following discussion between the parties and all reasonable attempts have been made the dispute may be submitted to the Fair Work Commission (FWC) for mediation and conciliation. If necessary, where no agreement

can be reached the FWC will arbitrate. The parties will abide by the decision of the FWC.

2.4.5 All parties agree to act in good faith during the dispute resolution process and in a timely manner.

2.4.6 Until the grievance or dispute is determined, work will continue according to custom and practice existing before the grievance arose, except where there is a genuine concern for health or safety.

2.5 DISCIPLINARY PROCESS

2.5.1 As a general rule, this term specifies the procedure to be followed where the employer seeks to discipline or terminate an employee in order to manage unsatisfactory performance or inappropriate behaviour, without limiting the right of the employer to move straight to a later stage in the process where deemed necessary.

2.5.2 Formal disciplinary procedures will be commenced when employee behaviour or performance puts at risk the rights of other employees and/or the safe, efficient or productive operation of any part of the business.

2.5.3 Employees have the right to have a support person who may include a Union representative present at formal disciplinary meetings. It is the responsibility of the employee to organise the support person's attendance.

2.5.4 Employees will not be victimised or discriminated against for making a complaint or for having a complaint made against them.

2.5.5 The employer will ensure that any suspected unsatisfactory behaviour or performance matter is managed in a timely, objective and fair manner in accordance with the principles of natural justice, including the right to a fair hearing.

2.5.6 Employees have the right to be provided with the details of any complaint made against them and have the opportunity to respond before any decision is made.

2.5.7 The Disciplinary Process typically involves four stages as follows:

- | | | |
|---------|-------------------------------|------------|
| Stage 1 | Counselling / Discussion | (Informal) |
| Stage 2 | First Formal Warning | (Written) |
| Stage 3 | Final (Second) Formal Warning | (Written) |
| Stage 4 | Termination | (Written) |

2.5.8 Formal warnings will be provided to the employee in writing. Any resultant disciplinary action taken will be placed on the employee's personnel file.

2.5.9 The four stages of the Disciplinary Process do not need to be followed sequentially, and the process can be entered at any stage depending on the seriousness of the issue.

2.5.10 In certain circumstances, and where the employee's actions are considered to be of a sufficiently serious nature, (e.g. where any criminal activity has taken place; following refusal to comply with a lawful and reasonable direction of the employer; where the action causes a safety risk to patients or colleagues; or as the result of a breach of confidentiality) the process may be moved straight to a final warning.

2.5.11 In cases of serious misconduct, employee may be summarily dismissed.

2.6 FLEXIBILITY ARRANGEMENTS

2.6.1 Notwithstanding any other provisions of this agreement, the employer and an employee or group of employees may agree to a flexibility arrangement to vary the effect of the terms of the agreement, where:

- a) the arrangement meets the genuine needs of the employer and the employee; and
- b) the arrangement is genuinely agreed to by the employer and the employee.

2.6.2 A flexibility arrangement affects only the employee(s) who are agreed to it and does not affect any other employees.

2.6.3 Terms of the agreement which may be varied deal with matters relating to:

- a) hours of work;
- b) overtime rates;

- c) penalty rates;
- d) allowances;
- e) leave loading.

2.6.4 Flexibility arrangements must:

- a) be in writing; and
- b) include the name of the employer and employee(s); and
- c) be signed by a representative of the employer and the employee or the employee's parent or guardian if the employee is under 18 years of age.

2.6.5 The employer must ensure that the terms of the flexibility arrangement:

- a) relate to permitted matters; and
- b) are not unlawful; and
- c) result in the employee being better off overall than if no arrangement was made.

2.6.6 The following must be detailed in the flexibility arrangement:

- a) the terms of the agreement which are varied by the flexibility arrangement; and
- b) how the arrangement varies the effect of the terms; and
- c) how the employee will be better off overall as a result of the arrangement; and
- d) the date on which the arrangement commences.

2.6.7 The employer must give the employee a signed copy of the flexibility arrangement within 14 days after it is agreed to.

2.6.8 The flexibility arrangement may be terminated at any time by:

- a) either the employer or the employee by giving 28 days' notice in writing; or
- b) the employee and the employer by mutual agreement in writing.

2.7 ANTI-DISCRIMINATION, BULLYING AND HARASSMENT

2.7.1 The employer will take all reasonable steps to provide a working environment free of discrimination, bullying and harassment where everyone receives fair and just treatment and is free to achieve their best.

2.7.2 The employer will not tolerate bullying.

- 2.7.3 The employer will not tolerate discrimination or harassment on the basis of sex, disability, age, race, colour, ethnic origin, social origin, national extraction, religion, sexual orientation, marital status, pregnancy or potential pregnancy, breastfeeding, family or carer's responsibilities, trade union activity, criminal record, immigration, physical or mental disability, gender identity or transgender reassignment, political opinion or affiliation, medical record, impairment, personal associations or any other attribute covered under State or Commonwealth anti-discrimination laws.
- 2.7.4 *Harassment* is any behaviour which is unwelcome and belittling and which has the effect of offending, humiliating or intimidating the person at whom it is directed, even if harassment was not intended. Harassment can be based on any personal attributes including sex, pregnancy, marital status, race, disability, age or sexual orientation. Harassment will usually be repeated behaviour, but can also consist of a single act.
- 2.7.5 *Bullying* refers to repeated unreasonable behaviour at the place of work or in the course of employment that creates a risk to health and safety. That is behaviour that a reasonable person might regard as victimising, humiliating, undermining or threatening. Bullying includes behaviour and language that offends, degrades or humiliates a worker, possibly but not necessarily in front of co-workers, clients or customers. Bullying may be the use of loud threatening language/behaviours, yelling or screaming abuse, or subtle forms of intimidation, such as inappropriate comments about personal appearance, criticism, inappropriate use of authority, isolation of workers from normal work events.
- 2.7.6 It is the responsibility of all staff to monitor their own behaviour and comply with the Discrimination, Bullying and Harassment Policy. Any reports of discrimination, harassment or bullying will be treated seriously, investigated promptly and may be subject to a disciplinary procedure.

2.8 DIVERSITY

- 2.8.1 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.

- 2.8.2 Where employees 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 – EMPLOYER AND EMPLOYEES’ DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

3.1 EMPLOYMENT CATEGORIES AND CONTRACT OF EMPLOYMENT

- 3.1.1 An employee may be engaged as a full-time, part-time or casual employee.
- 3.1.2 Each employee shall receive a written contract of employment confirming their employment category status and classification at the time of engagement.
- 3.1.3 Contracts of employment may be issued on a permanent or a fixed-term / temporary basis. (See Part 3.5 – Fixed Term Contracts).
- 3.1.4 Where additional hours or shifts become available due to employee absences, the employer will usually offer additional hours or shifts to part-time employees, then casual employees before offering them to agency employees.

3.2 FULL TIME EMPLOYEES

- 3.2.1 A full-time employee is engaged to work an average of 38 hours per week, in accordance with a roster and in consideration of the points in Part 4 - Hours of Work. Where the employee is ready, willing and available to work the full number of hours, they will be paid the full weekly wage as prescribed at Appendix A.

3.3 PART TIME EMPLOYEES

- 3.3.1 Part-time employees will be permanently contracted to a minimum number of ordinary hours of work and have reasonably predictable number of hours of work in accordance with a roster.
- 3.3.2 Part-time employees will be contracted to a minimum of 3 hours per week on a regular basis and up to a maximum of 37 hours per week.
- 3.3.3 At the time of employment, the part-time employee and the employer will agree in writing the following:
 - a) a regular pattern of work, specifying at least the hours worked each day;

- b) which days of the week the employee will work; and
- c) the actual starting and finishing times each day.

Any agreed variation to the regular pattern of work will be recorded in writing.

- 3.3.4 The ordinary hours of a part-time employee shall be arranged as per Part 4 – Hours of Work.
- 3.3.5 Part-time employees will receive payment for wages, leave and allowances on a pro-rata basis and accrue entitlements on a pro-rata basis equivalent to full-time employees of the same classification.
- 3.3.6 Part-time employees may work additional hours (i.e. unrostered shifts or extra hours over and above their rostered shifts) by agreement.
- 3.3.7 Part-time employees who regularly work more than their contracted hours will have their contract varied by agreement to reflect their additional hours.
- 3.3.8 Part time employees are entitled to overtime as per Part 4.4 Authorised Overtime.
- 3.3.9 Part time employees who work more than their contracted hours but less than 76 a fortnight can choose to be paid a) at their ordinary rate of pay accruing all leave entitlements on additional hours; or b) at the casual rate of pay (includes casual loading) in lieu of leave entitlements.
- 3.3.10 Employees cannot be paid at the casual rate for extra shifts where they have taken Personal/Carer's Leave for some of their contracted hours within the same fortnight until the number of contracted hours have been worked (or Annual Leave taken).
- 3.3.11 Where a part-time employee regularly works at least 4 additional shifts per fortnight on a casual basis over a period of not less than 6 months, the employee may request that their contract is adjusted to reflect the increased working hours. The employer will agree to amend the contract.
- 3.3.12 Part time employees are entitled to public holiday provisions as per Part 6.3 Public Holidays.
- 3.3.13 Part time employees are entitled to annual leave as per Part 6.1 Annual Leave.
- 3.3.14 Part time employees are entitled to personal / carer's leave as per Part 6.2 Personal/Carer's Leave.

3.3.15 Part time employees are not entitled to an accrued day off (ADO) as detailed in Part 4.2.6 to 4.2.15 –Accruing days off.

3.3.16 At the discretion of Executive Management, Ramsay may offer to reimburse part-time employees for out of pocket expenses where they have been required by the employer to work an extra shift with less than 24 hours' notice. Out of pocket expenses may include child care fees, kilometre reimbursement and parking. All claims for reimbursement of these expenses must be approved by Executive Management in advance and shall not exceed \$500 in any 12 month period.

3.4 CASUAL EMPLOYEES

3.4.1 A casual employee is an employee who is engaged on an hourly basis and whose employment may be terminated by either party with 1 hour's notice.

3.4.2 A casual employee will be paid a minimum of 3 hours pay for each engagement to work.

3.4.3 A casual employee will receive wages of an hourly rate calculated in proportion to the equivalent rate of full-time employees of the same classification (i.e. 1/38th of the weekly rate of a full time employee) plus a casual loading of 25%.

3.4.4 Where penalty rates and allowances apply these will be calculated on the ordinary rate of pay and the casual loading will also be calculated based on the ordinary rate of pay.

e.g. Saturday / Sunday / Public Holiday work

\$20 base rate =	\$20.00
\$20 base rate x 50% weekend penalty =	\$10.00
\$20 base rate x 25% casual loading =	<u>\$ 5.00</u>

Total payable p/ hour =	<u>\$35.00</u>
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(Equivalent to 75% loading for casual employees working weekends and public holidays)

3.4.5 Casual employees are entitled to penalty payments for working on public holiday but are not entitled to payment for public holidays not worked. See Part 6.3 Public Holidays.

3.4.6 Where a casual employee is required to work on a Public Holiday they will be paid 1.75 x the ordinary rate (i.e. 75% loading on the rate for a permanent employee).

3.4.7 Casual employees are not entitled to paid leave. However, long term casual employees employed on a regular and systematic basis are entitled to access unpaid leave as Unpaid

Personal / Carer's Leave; Unpaid Compassionate Leave; Unpaid Parental Leave; and Unpaid Community Service Leave.

In order to access entitlements for unpaid leave without affecting their employment status or recognition of continuous service, casual employees must meet the requirements for applications, notifications and evidence as detailed under each category for permanent employees.

- 3.4.8 Long term casual employees employed on a regular and systematic basis may also be entitled to access long service leave provisions, as per Long Service Leave Act 1992 (Vic). For details of entitlements see Part 6.7 – Long Service Leave.
- 3.4.9 Where a casual employee works regular hours over a 6 month period, both parties have a right to request that their employment status be varied to a permanent contract with fixed hours by mutual agreement. Working hours during the 6 month period will count towards service for the purposes of accrual of Long Service Leave.
- 3.4.10 Casual employees who are placed on-call will receive the on-call allowance applicable to permanent employees, excluding the casual loading. Hours worked will be paid at the casual rate.
- 3.4.11 The following provisions do not apply to casual employees: Part 3.6 – Probationary Employment; Part 3.10 – Termination of Employment; Part 3.11 – Redundancy & Redeployment; Part 4.2 – Working a 38 Hour Week; Part 4.4 – Authorised Overtime; Part 4.3 – Flexitime; Part 6.1 – Annual Leave; Part 6.2 – Personal/Carer's Leave (excepting 6.2.24 & 6.2.25); Part 6.3 – Public Holidays, (except for Part 6.3.11 re payment for casual employees working on a public holiday); P 6.8 – Study and Examination Leave.

Employment as a Casual whilst on leave

- 3.4.12 Full time employees and part time employees who are on periods of approved leave such as Parental Leave*, Annual Leave, Long Service Leave and Leave without Pay may work casual shifts with the employer's consent provided that:
- a) The period of leave is more than 2 weeks and less than 12 months;
 - b) Where the employee is on Annual Leave, they utilise a minimum of 2 weeks annual leave for rest and recreation prior to performing casual work;
 - c) This arrangement is to be regarded as a separate contract of employment; and

- d) Any work performed under this casual arrangement will not count as service in relation to accrual of leave. Leave will run concurrently with the casual work performed.

***Important – please note**

*Employees wishing to work casually whilst on Parental Leave should note that, under the terms of the Federal Government funded *National Paid Parental scheme*, employees receiving Parental Leave Pay must be on leave and not be working from the time they become the child's primary carer until the end of the Parental Leave Pay period.

Employees on government funded Parental Leave Pay may attend work only for the purposes of "Keeping in Touch" with the workplace e.g. attending a training course or workplace meeting. Employees cannot return to normal paid duties in any capacity whilst receiving Parental Leave Pay, including working in a casual capacity. The employer is duty bound to inform the relevant government department when an employee returns to work whilst receiving Parental Leave Pay.

Employees may return to work on a casual basis whilst on a period of Ramsay Health Care funded Paid Parental Leave without affecting their right to payment.

3.5 FIXED TERM CONTRACTS

- 3.5.1 Employees engaged on fixed term contracts will receive the same pay rate and conditions of employment as permanent employees.
- 3.5.2 Employees who are engaged on fixed term contracts which are extended beyond the original fixed period, or who are re-engaged within 5 weeks of the termination of the fixed period, will have the service and experience from their fixed term contract recognised by the employer when considering length of service and continuous service.

3.6 PROBATIONARY EMPLOYMENT

- 3.6.1 Up to the first 6 months of employment will be on a probationary basis during which time either party may terminate the contract by giving one week's notice in writing.

- 3.6.2 If less than one week's notice is given by the employer payment will be provided to the employee in lieu of notice.
- 3.6.3 If less than one week's notice is given by the employee, the employee will forfeit payment due for that period, but will receive payment for any notice which has been given.
- 3.6.4 For other provisions relating to Termination of Employment see Part 3.10 - Termination of Employment.

3.7 DUTIES

- 3.7.1 The employee will be contracted to work in a particular position and according to job requirements and the employer's policies and procedures.
- 3.7.2 The employer may direct the employee to carry out other duties as are appropriate to the employee's skills, competence and training.
- 3.7.3 The employee will be required to comply with any reasonable request from the employer to perform another position or to carry out duties which are appropriate to their skills, competence and training.
- 3.7.4 Where an employee is directed to work at a level below their classification they shall not incur any loss of pay.
- 3.7.5 Where an employee elects to work extra hours or shifts at a level below their classification they shall be paid at the lower rate.
- 3.7.6 Where an employee is called upon to perform higher duties they shall be paid at a higher rate as per Part 5.7 - Higher Duties.

3.8 LOCATION OF WORKSITE

- 3.8.1 Employees will be contracted to work at a particular site (their primary site).
- 3.8.2 The employer may request that an employee work a shift or shifts at a site other than their primary site which is operated by the employer. 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 contracted hours; or

b) where the employer has a requirement for appropriately qualified employees at a site other than the employee's primary site.

3.8.3 Consideration will be given to the employee's personal circumstances including travelling time and family responsibilities.

3.8.4 Where the employer makes an offer for the employee to work at a site other than their primary site, the employer will be seen to have met the obligation to provide contracted hours.

3.8.6 Where the employee is sent for duty to a place other than his/her regular place of duty, the employee shall be paid for all extra travelling time at the appropriate rate of pay and reimbursed excess travelling expenses.

3.8.7 The employee may request that the shift length will include any extra travel time caused by the change of location so that the employee's working day (including travel time) is the same as their ordinary working hours as defined by their roster or contract. This extra travel time shall form a part of an employee's ordinary working hours.

3.9 REQUEST FOR TRANSFER

3.9.1 Where an employee applies to transfer to another Ramsay facility and their application is successful, the employer will facilitate the transfer between sites.

3.9.2 Where an employee transfers facilities, the employer will transfer the employee's entitlements according to the company *Portability of Entitlements Policy* and provided that the employee has continuity of service. See Part 3.13 - Portability of Entitlements.

3.10 TERMINATION OF EMPLOYMENT

3.10.1 For termination of employment during the probationary period, see also Part 3.6 Probationary Employment.

- 3.10.2 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.
- 3.10.3 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. keys, ID badge/swipe-cards, computers, phones etc.). Employees will be permitted to return uniforms within a reasonable timeframe, and not have their final pay delayed as a result of this.
- 3.10.4 Annual leave cannot be counted as part of the period of notice of termination by either party unless agreed to by both parties.

Termination by the employer

- 3.10.5 Where the employer terminates the employee's employment (except in the case of casual and probationary employees) a minimum of 4 weeks' notice shall be given and confirmed in writing.
- 3.10.6 Employees over 45 years old who have completed at least 2 years of continuous service are entitled to an additional week's notice to be added to the notice period detailed above.
- 3.10.7 Where the employment is terminated with less than the required notice period payment will be made in lieu of the full notice period.
- 3.10.8 The employee will receive at least the total amount that would have been paid if the employment had continued until the end of the notice period including:
 - a) payment for ordinary working hours;
 - b) allowances, loadings and penalties; and
 - c) any other amounts payable under the employee's employment contract.
- 3.10.9 Where termination of employment is due to misconduct or any other reason that justifies instant dismissal, termination may be made without notice and payment will be made up to the time of dismissal only.
- 3.10.10 The notice period does not apply to casual employees and employees engaged for a specific period or task or those employed under a fixed term contract.

Time off during notice period

3.10.11 Where the employer has terminated the employment the employee is entitled to up to 1 days' time off without loss of pay for the purposes of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

Termination by the employee

3.10.12 Where the employee terminates their employment they will give 4 weeks' notice to the employer, unless varied by agreement.

3.10.13 If the employee fails to give the required notice the employer can deduct from their final pay an amount equivalent to the ordinary rate for the period of notice not given.

3.10.14 The notice period may be waived by the employer in extenuating circumstances.

3.11 REDUNDANCY & REDEPLOYMENT

3.11.1 Redundancy will occur where the employer has made a definite decision that it no longer requires the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour, and that decision will lead to termination of employment.

Consultation

3.11.2 Where a definite decision has been made by the employer that redundancy will occur the employer will consult the employee directly affected and, where relevant, their representative(s) or Union(s), as per Part 2.3 – Consultation Regarding Change.

3.11.3 As soon as practicable after making its decision, the employer will notify the relevant employees and their representatives in writing of all relevant information relating to the change including:

- a) the reasons for the proposed terminations; and
- b) the number and categories of employees likely to be affected; and
- c) the number of workers normally employed; and
- d) the period over which the terminations are likely to be carried out.

3.11.4 The employer will then hold discussions with relevant employees and/or their representatives regarding all aspects of the change including:

- a) the reasons for the proposed terminations; and
- b) measures taken to avoid or minimise the terminations; and
- c) measures taken to avoid or minimise adverse effects on the employees concerned.

3.11.5 The employer is not required to disclose confidential or commercially sensitive information to employees.

Redeployment

3.11.6 The employer will investigate redeployment opportunities where possible which would allow for continuing employment at another Ramsay facility.

3.11.7 Where suitable redeployment positions are identified, these will be offered on the basis of the employee being suitably qualified and/or possessing the requisite skills and/or experience for the position. Where reasonable to do so the employer will provide training that would allow an employee to take up a redeployment position.

3.11.8 In cases of redeployment the employee's pre-redeployment wages will be maintained for a period of six months, including base wages and penalties. Employees with more than five years continuous service will be eligible for maintenance of the base wage for a further period of six months.

Time off during notice period

3.11.9 Where the employer has given notice of redundancy the employee is entitled to up to 1 day's time off without loss of pay during each week of notice for the purposes of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer. The period of paid leave specified here is inclusive of the day of paid leave provided for at 3.10.11.

3.11.10 Where the employee has been allowed paid leave for more than 1 day during the notice period for the purpose of seeking other employment, the employer can request proof of attendance at an interview or the employee will not receive payment for the time absent. A statutory declaration will be considered sufficient evidence.

Notice to Centrelink

3.11.11 Where the employer has given notice of redundancy to 15 or more employees the employer shall notify Centrelink as soon as possible by providing a written statement giving all relevant information about the proposed terminations including:

- a) the reasons for the terminations; and
- b) the number and categories of the employees likely to be affected; and
- c) the number of workers normally employed; and
- d) the period over which the terminations are intended to be carried out.

See *Fair Work Regulations Schedule 6.2, Form 1* for appropriate template.

Redundancy Pay

3.11.12 Where redundancy occurs and the employee is under 45 years of age, the employee will be paid redundancy pay in relation to their period of continuous service, in addition to the minimum notice period specified at Part 3.10.5 - 3.10.10 Termination by the Employer, as follows:

Period of Continuous Service	Notice Period (weeks)	Redundancy Pay Period (weeks)	Total (weeks)
Less than 1 year	4	2	6
At least 1 year, less than 2 years	4	4	8
At least 2 years, less than 3 years	4	6	10
At least 3 years, less than 4 years	4	9	13
At least 4 years, less than 5 years	4	12	16
At least 5 years, less than 6 years	4	14	18
At least 6 years, less than 7 years	4	15	19
At least 7 years, less than 8 years	4	16	20
At least 8 years, less than 9 years	4	18	22
At least 9 years	4	20	24

3.11.13 Where redundancy occurs and the employee is over 45 years of age, the employee will be paid redundancy pay in relation to their period of continuous service, in addition to the minimum notice period specified at Part 3.10.5 to 3.10.10 Termination by the Employer, as follows:

Period of Continuous Service	Notice Period (weeks)	Redundancy Pay Period (weeks)	Total (weeks)
Less than 1 year	5	2	7
At least 1 year, less than 2 years	5	4	9
At least 2 years, less than 3 years	5	6	11
At least 3 years, less than 4 years	5	9	14
At least 4 years, less than 5 years	5	12	17
At least 5 years, less than 6 years	5	14	19
At least 6 years, less than 7 years	5	15	20
At least 7 years, less than 8 years	5	16	21
At least 8 years, less than 9 years	5	18	23
At least 9 years	5	20	25

3.11.14 A week's pay for the notice period means the inclusive rate of pay for the employee and includes penalty rates, allowances, bonuses and any other ancillary payments.

3.11.15 A week's pay for the redundancy pay period means the ordinary rate of pay and excludes penalty rates, allowances and other ancillary payments.

Re-employment

3.11.16 Employees who have received redundancy payments will not be considered for re-employment at any Ramsay Health Care location until a minimum period of 3 months has elapsed from the time the redundancy was effected.

Employee leaving during notice

3.11.17 An employee who is terminated by redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this part had they remained in employment until the expiry of the notice, but is not entitled to payment in lieu of notice.

Redundancy pay does not apply

3.11.18 The requirement for the employer to pay redundancy pay does not apply to:

- a) employees dismissed for misconduct; and
- b) casual employees; and
- c) employees engaged for a specific period or task; and
- d) employees whose facility or role is involved in a transfer of business.

3.12 TRANSFER OF BUSINESS

3.12.1 A transfer of business is:

- a) where a business is transmitted from Ramsay Health Care ("the first employer") to another employer ("the second employer"); or
- b) where a business is transmitted from another employer ("the first employer") to Ramsay Health Care ("the second employer");.

3.12.2 Where a business is transferred and the employee becomes an employee of the second employer then:

- a) the employee's continuous service is not considered to be broken; and
- b) the period of employment which the employee has had with the first employer is deemed to be service with the second employer; and
- c) the employee is not entitled to be paid any redundancy pay, amount or benefit associated with termination.

3.12.3 In this part "*Business*" means a trade, process, business or part of a business.

3.12.4 In this part "*Ramsay Health Care*" means Ramsay Health Care Australia Pty, Ltd. or any company which is a related body corporate of Ramsay Health Care within the meaning of the Corporations Act 2001 (Cth).

3.12.5 In this part "*transfer*" includes transfer, conveyance, assignment or succession whether by agreement, by operation of law or otherwise and "*transferred*" has a corresponding meaning.

3.13 PORTABILITY OF ENTITLEMENTS

3.13.1 Ramsay Health Care is committed to the philosophy of employing the best person for all positions. As part of this philosophy, Ramsay supports the internal transfer of its employees by ensuring leave entitlements and recognition of years of service are transferable between Ramsay sites.

3.13.2 If an existing Ramsay employee obtains a position at another Ramsay site, they must work out their notice period at the current worksite, unless otherwise agreed.

3.13.3 The employee will be required to commence with the new site within 3 months of leaving the previous site. If this does not occur, any annual and/or long service leave entitlements owing to the employee will be paid out and the employment relationship terminated unless agreement in writing to the contrary is obtained before leaving the existing employer.

3.13.4 The payroll team at the transferring hospital will advise the Finance/Commercial Manager of the transferring hospital of the value of the benefits to be transferred. The Finance/Commercial Manager of the transferring hospital will then to liaise with the Finance Manager of the receiving hospital to organise inter-hospital journals.

3.14 PROFESSIONAL DEVELOPMENT, TRAINING AND CAREERS

Entitlements to Study Leave and Professional Development Leave are also discussed at Part 6.8 – Study and Examination Leave and Part 6.9 - Professional Development Leave.

3.14.1 The employer supports and encourages the ongoing professional development of employees, through the acquisition of knowledge and skills.

3.14.2 The employer recommends that employees take an active role in their professional development and take advantage of the internal educational opportunities on offer.

3.14.3 In order for existing employees to have the opportunity to further their career within the organisation, or to multi skill in other areas, as a general rule, vacancies will be advertised internally. External advertising may also take place at the same time.

3.14.4 As a general rule, individual performance and development reviews will be conducted annually or as otherwise agreed and employees will be consulted regarding their training needs.

3.14.5 The employer will support employees funding their own professional development by offering salary packaging on self-education expenses. See Part 5.11 – Salary Packaging as well as with the provision of Study Leave (see Part 6.8 – Study and Examination Leave and Part 6.9 – Professional Development Leave).

Compulsory Professional Development / Mandatory Training

3.14.6 Employees will be required to complete mandatory training modules relevant to their site and role on an annual or bi-annual basis. These modules may include, but are not limited to:

- a) customer service;
- b) safety and manual handling;
- c) emergency procedures;
- d) infection control;
- e) discrimination, bullying and harassment.

3.14.7 Casual employees will be provided with sufficient time to complete compulsory online training during ordinary weekday hours. If casual employees do not work ordinary weekday shifts when compulsory online training is required to be undertaken, they will be paid at ordinary rate for the time taken to complete the task up to a maximum of 2 hours.

Professional Development Support

3.14.8 Support for professional development activities may be available in the form of either paid time and/or payment for costs and expenses associated.

3.14.9 Applications for professional development support will be considered by the relevant manager who will consider:

- a) the available budget;
- b) the benefits to the employee; and
- c) the benefits to the business.

Publicised Process

3.14.10 The employer will have a documented, transparent and publicised process for the allocation of resources for training and development. The guidelines will include:

- a) a statement of commitment from the employer to training and development; and
- b) an outline of the decision-making structure for the allocation of training and development resources;
- c) a description of the typical process employees should follow to apply for training and development opportunities and suggested timelines; and
- d) the criteria to be considered when allocating training and development resources, including the relationship to the strategic objectives and operational requirements of the employer, and the current and future requirements of the discipline and profession.

See also Part 6.8 – Study and Examination Leave and Part 6.9 - Professional Development Leave.

3.15 UNIFORMS / CLOTHING

- 3.15.1 Where the employer requires the employee to wear a uniform the employee will wear the full and correct uniform at all times.
- 3.15.2 Where the employer requires the employee to wear a uniform the employer will provide sufficient uniforms free of charge.
- 3.15.3 Employee requests for additional uniforms will be considered on a case by case basis.
- 3.15.4 The employee is able to purchase extra uniforms beyond the allocated number.
- 3.15.5 Uniforms remain the property of the employer and must be maintained and returned in good condition, considering reasonable wear and tear, on termination of employment or in the event of the issue of a new uniform.
- 3.15.6 Where a uniform is damaged in the line of duty or due to reasonable wear and tear the employer will replace the uniform.
- 3.15.7 Laundry Allowances previously paid to employees for the laundering of uniforms will be absorbed in to wage increases effective from the date of approval of this agreement.
- 3.15.8 Where the employee is not required to wear a uniform and their own clothing is damaged or soiled in the course of their duties and they notify the employer as soon as practicable, the employer will reimburse the employee for the cost of replacement, repair or cleaning as appropriate. The employer will not reimburse the employee for female hosiery or where the damage/soiling is caused by the employee's negligence.

PART 4 – HOURS OF WORK

4.1 ORDINARY HOURS

- 4.1.1 The ordinary hours of work of employees will be an average of 38 hours per week in a 2 or 4 week period, or by agreement in a 5 week period in the case of an employee working 10 hour shifts.
- 4.1.2 The average of 38 hours per week can be worked by mutual agreement:
 - a) If practicable, as 152 hours in a 4 week period; or
 - b) over 4 days in shifts not exceeding 10 hours each; or
 - c) otherwise, provided shifts do not exceed 10 hours in length,.
- 4.1.3 80 ordinary hours may be worked in any 2 consecutive weeks, but not more than 50 ordinary hours may be worked in any such week.
- 4.1.4 The ordinary hours of work on any day will be continuous except for meal breaks, unless otherwise agreed in writing, at the request of the employee.
- 4.1.5 Employees may be required to commence their ordinary hours and breaks at different times as necessary and as suitable to operational requirements, to ensure continuity of service to the employee's clients and patients.
- 4.1.6 Employees will observe the nominated start and finish times for their work day, including designated breaks to maximise available working time.
- 4.1.7 Employees who work more than one job or role whether at the same facility, within any other Ramsay Health Care facility or for any other employer, must notify their manager if, through their combined employment, they will work more than 5 consecutive days or nights or more than 45 hours within a week.

4.2 WORKING A 38 HOUR WEEK / ACCRUING DAYS OFF

The 38 hour working week

- 4.2.1 The 38 hour working week can be arranged as is most suitable to the department in consideration of the needs of the business. The employee should be consulted and their

preferences considered in the development of the arrangement. Preferences will not be unreasonably refused.

- 4.2.2 An employee who works 38 ordinary hours per week is entitled to 4 days off each fortnight. An employee working 40 hours a week to accrue a day off in each 4 week cycle is entitled to 9 days off per 4 week period, at a mutually agreed time.
- 4.2.3 A minimum of two consecutive days off duty in each fortnight should be taken, where practicable.
- 4.2.4 Where a full time employee works ordinary hours under an averaging system, that employee's ordinary wage for ordinary hours is deemed to be the ordinary wage as set out in the wages schedule and shall be paid each week even though more or less than 38 hours may be worked.
- 4.2.5 Employees shall be paid for a minimum of 3 hours for any shift worked.

NB – Various options for flexible working arrangements are included within this agreement and may apply. These include Accrued Days Off (ADOs); "Flexitime"; and Time Off in Lieu of Overtime (TOIL). Each department will state which flexible working arrangements apply to its employees.

Accruing Days Off

- 4.2.6 Where the employer and the employees agree, 40 hours per week may be worked, with payment being averaged to 38 hours per week, and the remaining hours being accrued towards a day off. 1 day off will accrue in each 4 week period which will be known as an Accrued Day Off (ADO). The employee may request a roster pattern that includes an ADO arrangement, which the employer will only refuse if it is not practicable.
- 4.2.7 The ADO may be included in the employee's monthly roster or may be accumulated to be taken at a later date. The employee may state their preference and this will not be unreasonably refused. The final decision will be at the manager's discretion in consideration of the needs of the business.
- 4.2.8 Accumulated ADOs should be taken at times which are mutually agreed between the employer and the employee within 12 months of the ADO being accrued.

- 4.2.9 A maximum of 5 ADOs should be banked, unless an agreement in writing is made between the employer and the employee for special circumstances. The agreement should state the latest date the ADOs should be taken by.
- 4.2.10 Where the employer considers an excessive number of ADOs have been banked, (i.e. in excess of 5 days or agreed number) the employer can direct the employees to take the days off or receive payment in lieu.
- 4.2.11 Where the employee is rostered in an ADO arrangement, short periods of authorised Paid Leave (such as Personal/Carer's Leave and Annual Leave) will continue to bank hours towards an ADO.
- 4.2.12 No hours will be banked towards an ADO during long periods of leave (Long Service Leave, Parental Leave - paid or unpaid).
- 4.2.13 Where an employee is absent from work on unpaid leave (e.g. unpaid Personal/Carer's leave, Representative Leave), they will not bank hours towards the ADO.
- 4.2.14 When the employee is rostered in an ADO arrangement, and takes paid leave:
- a) the employee will receive pay for 7.6 hours; and
 - b) the deduction from leave credit when a day of leave is taken shall be 7.6 hours.
- 4.2.15 Where the employee's ADO falls during a period of paid sick leave the employee's available sick leave will not be debited for that day.

12 hour shifts

- 4.2.16 The employer declares their intention to review during the life of this agreement the implementation and arrangement of 12 hour shifts and the Unions agree to participate in related discussions. The scope of the review will include, but not be limited to, matters such as the definition of ordinary time, calculation of ordinary time and overtime wages, and entitlement to leave. The review will identify arrangements for future payment of 12 hour shifts, but any changes arising from the review will not apply retrospectively. The parties agree that the implementation of a 12 hour shift arrangement during the life of this agreement will require a variation to this agreement.

4.3 "FLEXITIME"

- 4.3.1 Subject to the provisions of the clause below, each site will specify whether a *Flexitime* arrangement is in place at their facility / in individual departments.
- 4.3.2 Full time employees in a participating department are entitled to accrue hours (*Flexitime*) by working additional hours between 0730 and 1900 hours during period of peak workload. These additional hours may then be taken off as flexitime on a 'time for time' basis at a mutually agreed time.
- 4.3.3 Agreement to work additional hours under *Flexitime* arrangements must be based on managing workloads and must occur in advance of the proposed hours to be worked.
- 4.3.4 A maximum of 38 hours can be accrued under the *Flexitime* arrangement.
- 4.3.5 Additional hours will generally be accrued in advance, however there may be instances due to reduced workload where the employer will approve leave to be taken before it has been accrued.
- 4.3.6 Hours accrued under *Flexitime* arrangements are generally taken off by mutual agreement, however the employer may require employees to take accrued *Flexitime* hours during periods where staffing exceeds requirements. In such cases at least 1 day's notice shall be provided to the employee in advance and at least on the day prior to the time to be taken.
- 4.3.7 Where time off as *Flexitime* has been scheduled by agreement in advance it may only be altered by agreement.
- 4.3.8 Upon termination of employment, employees will receive payment for any *Flexitime* which has been accrued but not taken.
- 4.3.9 Part time employees may reach agreement with their manager to work flexible hours within their total hours and rostered days of work.

NB – This arrangement is separate to the TOIL arrangements detailed at Parts 4.4.8 to 4.4.14.

4.4 AUTHORISED OVERTIME

4.4.1 Employees may be required to work reasonable overtime hours beyond their ordinary hours in order to ensure continuity of service to clients and patients, or to assist the business needs of the employer.

4.4.2 Employees may refuse to work overtime in circumstances where working overtime would result in the employee working hours which are unreasonable, in consideration of:

- a) any risk to employee health and safety;
- b) the employee's personal circumstances including any family responsibilities;
- c) the needs of the workplace;
- d) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it;
- e) the usual patterns of work in the industry or part of the industry in which the employee works; or
- f) any other reasonable matter.

4.4.3 Employees shall not work overtime without the employer's authorisation.

4.4.4 Payment for authorised overtime will be made at the appropriate penalty rates, as defined at 5.8 – Penalty Rates.

4.4.5 Employees must record any authorised overtime worked.

Overtime For Employees Who Work "Flexitime"

4.4.6 For permanent employees who work flexitime, overtime is defined as work performed outside the span of hours of 07.30 am to 7.00 pm Monday to Friday, or where 38 hours flexitime has already been accrued.

Overtime For Employees Who Do Not Work "Flexitime"

4.4.7 Employees who do not work *Flexitime* will be entitled to overtime payments for all work performed:

- a) In excess of 76 hours per fortnight; or

- b) In excess of the standard ordinary hours of work for full time employees in that work area or unit.

Time off in lieu (TOIL) of Overtime

- 4.4.8 Each site will specify whether a TOIL arrangement is in place at their facility / in individual departments.
- 4.4.9 The employer and the employee may agree that instead of receiving payment for overtime the employee take time off in lieu (TOIL), at a mutually agreed time.
- 4.4.10 The employee may take TOIL at the appropriate overtime rate, (e.g the employee may take 1.5 or 2 hour's TOIL for every 1 hour worked).
- 4.4.11 A maximum number of hours of TOIL which may be accumulated will be agreed at local level.
- 4.4.12 The employer will keep a record of hours worked and owed to the employee as TOIL.
- 4.4.13 TOIL not taken within 12 months of being accrued will be paid out at the appropriate overtime rate.
- 4.4.14 The employer may request that the employee takes TOIL which has been accumulated at times when the department experiences slow periods or is closed. A minimum of 24 hours' notice must be given.

NB – This arrangement is separate to the Flexitime arrangement, details of which and are included at Part 4.3 - Flexitime.

Rest period after overtime

- 4.4.15 Where reasonably practicable, employees working overtime will have a minimum of 10 consecutive hours off duty between the completion of overtime and the commencement of their next shift.
- 4.4.16 Where, on the instructions of the employer, the employee resumes or continues work without having had 10 consecutive hours off duty between the completion of overtime and the commencement of their next shift, they will be released from duty until they have had 10 consecutive hours off duty without loss of pay for ordinary working hours.

4.4.17 An employee can only resume duty or continue work with less than 10 consecutive hours off duty when authorised by the employer. Where this occurs the employee is entitled to be paid at 2x the ordinary rate until released from that period of duty. The employee will then have a minimum of 10 consecutive hours off duty without loss of pay for ordinary working hours.

Meals During Overtime

4.4.18 The employer will provide the employee with a meal, if possible, or alternatively pay them a Meal Allowance, where:

- a) the employee works an hour or more of overtime after the usual finish time of their shift or outside the span of normal working hours; or
- b) the employee is recalled to duty for a period of more than 2 hours outside of usual working hours and when the time of the recall is at or overruns normal hospital meal time.

See Part 5.9.34 - Meal Allowance During Overtime.

Overtime at Weekends

4.4.19 Employees who work overtime for a minimum of 10 or more weekends per year between midnight on Friday and midnight on Sunday, for more than 4 hours on each occasion, during the year in respect of which their leave accrues, are entitled to an extra 1 week's annual leave. (See also Part 6.1 – Annual Leave).

4.5 ON-CALL & RECALL

4.5.1 Employees may be required to be placed on-call.

4.5.2 The employee will ensure that they are easily contactable during the hours for which they have been placed on-call and may be required to remain within a reasonable radius of the workplace.

4.5.3 Where an employee is required to be placed on-call they will be paid an On-Call Allowance. See Part 5.9.13 – Allowances – On-Call Allowance.

- 4.5.4 Where an employee is required to remain on-call and they are not recalled to work the time spent on-call will not count as hours worked.
- 4.5.5 Where an employee is required to remain on-call and is recalled to work where the recall is not continuous with their previous or next rostered shift, they will be paid for a minimum of 3 hours' work at the appropriate overtime rate (i.e. 1.5x for the first 2 hours and 2x thereafter) in addition to the On-Call Allowance (See Part 5.9.13 – Allowances – On-call Allowance), even where the employee has completed their work in less than 3 hours.
- 4.5.6 Where an employee is on-call and recalled to work the time spent travelling to and from the workplace will be considered hours worked and paid at overtime rates as per Part 5.8 – Overtime Penalty Rates – Part 5.8.12 (f).
- 4.5.7 Employees will not be required to be placed on-call whilst on leave (paid or unpaid) or on the day before their leave period begins, unless otherwise agreed.
- 4.5.8 As a general rule, the employer will not require an employee to be placed on-call on an Accrued Day Off or on the day before an Accrued Day Off, except at the request of the employee.
- 4.5.9 Where an employee has completed one period of work on-call and returns home and then is recalled in again within a 3 hour period, then the second and subsequent periods of work will be added to the first period of on-call when calculating overtime payments. Once the initial 3 hour period has passed, subsequent call-ins will be paid for actual hours worked.

Examples

Employee A is rostered on-call and is recalled to work at 3.00 am for 1 hour then returns home. She is recalled to work again at 5.00am for 30 minutes. Employee A will be paid for 3 hours of overtime at the appropriate rates.

Employee B is rostered on-call and is recalled to work at 10.00 pm for 1 hour then returns home. She is recalled to work again at 2.00am for 30 minutes. Employee B will be paid for 3.5 hours of overtime at the appropriate rates.

Employee C is rostered on call and is recalled to work at 10.00pm for 20 minutes then returns home. She is recalled to work again at 2.00am for 3.5 hours. Employee C will be paid for 6.5 hours of overtime at the appropriate rates.

- 4.5.10 Casual employees who are required to remain on-call will be paid allowances applicable to permanent employees, excluding the casual loading. Hours worked will be paid at the casual rate.

Additional Annual Leave for On-call at Weekends

- 4.5.11 Employees who are required to be on-call for a minimum of 10 or more weekends per year between midnight on Friday and midnight on Sunday, irrespective of any hours actually worked on a recall basis, are entitled to an extra 1 week's annual leave. Hours worked on a recall basis will be counted as overtime at weekends for the purposes of calculating entitlement to Additional Annual Leave (See also Part 6.1 – Annual Leave, Part 4.4.19 – Authorised Overtime - Overtime at Weekends), although both entitlements cannot be claimed for the same body of work.

4.6 ROSTERS

- 4.6.1 Employees will work according to a roster that sets out employees' periods of duty and finishing times.
- 4.6.2 Employees will be notified of their rosters at least 3 days in advance.
- 4.6.3 The roster will be posted in a place conveniently accessible to all employees.
- 4.6.4 The employer may vary the roster to suit urgent operational requirements, provided the minimum guaranteed hours are met. The employer will notify the employee the day before the change unless agreed otherwise and where both parties agree that the variation is reasonable, for example, in the case of low or no patient numbers.
- 4.6.5 Where a casual employee is included in a roster they should understand this to be notice of likely hours of employment during the roster period and not a guarantee of employment for those hours. Where the employee is not required for the shift, they will be notified as soon as is practicable.
- 4.6.6 Where the employer proposes to change employees' regular roster or ordinary hours of work, the employer will consult about the proposed change as per Part 2.3.5 – Consultation Regarding Change – Consultation regarding Change of Roster.

4.7 MEALS HOURS AND REST BREAKS

Meal Breaks

- 4.7.1 Employees who work more than 5 hours are entitled to an unpaid meal break of a minimum of 30 minutes and a maximum of 60 minutes.
- 4.7.2 No more than 5 continuous hours are to be worked without a meal break of 30 minutes being taken, unless otherwise agreed.
- 4.7.3 Where an employee is required to remain on duty during a meal break, the employee will be paid at ordinary rates for all time worked, provided that:
- a) the employee brings to their manager's attention that they are not able to take their meal break; and
 - b) the manager has authorised that person to continue to work without a break; and
 - c) the employee does not take their break for business reasons and not to suit their own requirements.
- 4.7.4 Where an employee is required to remain available and on-site during their meal break they will be paid at ordinary rates for the period

Rest Breaks

- 4.7.5 Employees are entitled to a paid 10 minute rest break in each 4 hour period worked.
- 4.7.6 Where the employee and the employer agree and 2 rest breaks are due in one shift, these can be taken as one 20 minute rest break.
- 4.7.7 Rest breaks will count as time worked and will therefore be paid.

PART 5 – PAYMENT

5.1 PAYMENT OF WAGES

- 5.1.1 Payment of wages will be by electronic funds transfer in to the employee's nominated account(s) at any bank, building society or credit union.
- 5.1.2 Payment will be made fortnightly and the employee will be able to access a pay advice on or prior to payday which contains the details and breakdown of the total pay received and any deductions for tax or other reasons.
- 5.1.3 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.
- 5.1.4 Wages rates and the timing of wages increases will be as specified in Appendix A – Wage Rates and Timetables for Increases.
- 5.1.5 The following wage increases have been and will be applied under this Agreement as follows:
- a) 3.75% increase applied at 1/1/2013 – (3.5% plus 0.25% to remove entitlement to payment for a public holiday on Easter Saturday);
 - b) 3.5% increase applied at 1/11/2013;
 - c) 0.1% increase to be applied at first full pay period following approval of the agreement – (compensation for rolling up of the Laundry allowances);
 - d) 3.5% increase to be applied at 1/11/2014; and
 - e) 3.25% increase to be applied at 1/11/2015.

5.2 PAYMENT ON TERMINATION

- 5.2.1 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. keys, ID badge/swipe-cards, computers, phones etc.). Employees will be permitted to return uniforms within a reasonable timeframe, and not have their final pay delayed as a result of this.
- 5.2.2 Final pay of a terminated employee will include payment for all entitlements detailed in Part 3.10 – Termination of Employment.

5.3 OVERPAYMENT OF WAGES

- 5.3.1 Where the employee is paid for work which is not performed or is overpaid in any other manner, the employer may make adjustments to the subsequent wages of the employee to recover the amount overpaid with the employee's written authorisation. The process for recovery of overpayment is outlined below.
- 5.3.2 Where the employee becomes aware of an overpayment they will notify the employer of the error as soon as is practicable.
- 5.3.3 The employer will notify the employee of full details of the overpayment and the intention to recover the overpayment in advance of the day on which pay is due and will consult with the employee, and the employee will authorise as regards the appropriate recovery rate, subject to 5.3.4 below
- 5.3.4 Where overpayment has been made 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, except where the employee will suffer financial hardship.
- 5.3.5 The employer will not make deductions from the wages of an employee who is under the age of 18 without the written authorisation of the employee's parent or guardian.
- 5.3.6 Any required adjustments to tax or superannuation payments will be managed by the employer.

5.4 UNDERPAYMENT OF WAGES

- 5.4.1 Where an employee is underpaid in any manner, the employer will rectify the error as soon as practicable, once the error is discovered or advised and within the current or next pay period.
- 5.4.2 Where the underpayment has resulted in financial hardship on the part of the employee, the employer will make a special payment outside of the usual pay arrangements, except where it is not practicable.

5.5 CLASSIFICATIONS AND PROGRESSION THROUGH PAY POINTS

- 5.5.1 The wage rates payable to employees will be determined by the employees' classification and level. See Schedule C – Classification Definitions and Appendix A – Wages Rates and Timetables for increases.
- 5.5.2 Employees' levels will consider the acquisition and utilisation of skills described in the Classification Definitions (see Schedule C – Classification Definitions) and/or knowledge gained through experience in the practice settings.
- 5.5.3 The employer will provide written notification of their classification at the time of commencement, and following any change to that classification.
- 5.5.4 Where a classification has more than one pay point employees will progress to the next pay point following 12 months experience, with a new 12 month period of experience beginning on the day of progression.
- 5.5.5 An employee who is promoted to a higher grade will be classified at the year level in the higher grade which provides an incremental wage increase.
- 5.5.6 Periods of approved Leave will be counted as hours of experience for the purposes of progressing through pay points, except for periods of unpaid absence from work (such as periods of Parental Leave and Leave Without Pay) which will not count as hours of experience when these total 6 months or more within a year.
- 5.5.7 New employees' previous service and experience in a professional role will be recognised by the employer in classifying the employees' level and pay point, provided the employee supplies evidence of that service and experience.
- 5.5.8 The employee will provide the employer with evidence of previous service and experience, within 3 months of commencement where possible. Where evidence is provided within 3 months, the employee will be paid at the classification or level for which they have provided evidence and the employer will back-pay any difference to date of commencement.
- 5.5.9 Where the employee provides evidence of previous service and experience more than 3 months after commencement, the employee will be paid at the classification or level for which they have provided evidence from the next pay point after providing evidence.

- 5.5.10 Where an employee is working for more than one employer or organisation, evidence of their recent service and experience can be presented to the employer in order to recognise relevant experience

5.6 TIME NOT WORKED

- 5.6.1 The employee will not be entitled to payment for any period of absence for which the employer's authority is required but not obtained.

5.7 HIGHER DUTIES

- 5.7.1 Where an employee agrees to relieve another employee in a higher classification than the one in which they are ordinarily employed and to assume their responsibilities for a period of 5 or more consecutive working days, they will be paid for the entire period of relief at a rate and/or classification which is not less than the employee being relieved. Cumulative experience at a higher classification will be considered by the employer when classifying employees' level and pay point.
- 5.7.2 Payment for higher duties will only apply if the substantive duties and responsibilities of the position being relieved are performed.
- 5.7.3 Where an employee is acting as a Business Unit Manager or as a Head of Discipline for the period of 5 or more consecutive working days, they will be entitled to receive payment of Higher Duties Allowance. See Part 5.9.23 – Allowances – Higher Duties Allowance.
- 5.7.4 Where both 5.7.1 and 5.7.3 could apply, the employee may elect which pay rate will apply.

5.8 PENALTY RATES

- 5.8.1 Penalty rates and loadings will be payable over and above the employee's ordinary rate of pay dependent on the circumstances surrounding the work performed.

Weekend Penalty Rates

Ordinary Hours at weekends

- 5.8.2 Where an employee is required to work ordinary hours between midnight Friday and midnight Sunday, the employee will be paid 1.5x their ordinary rate.
- 5.8.3 Where a casual employee is required to work between midnight Friday and midnight Sunday they will be paid 1.75x the ordinary rate of pay (the hourly rate for a permanent employee), this is the weekend penalty plus the casual loading.

See also Part 6.1.2 – Annual Leave for possible additional Annual Leave for working ordinary hours at weekends.

Overtime at weekends

- 5.8.4 Where a permanent employee is required to work overtime hours between midnight Friday and midnight Sunday, the employee will be paid 2x their ordinary rate for all hours worked.
- 5.8.5 Overtime worked on a weekend as part of an On-call / Recall arrangement will be paid in accordance with the recall provisions specified at Part 4.5 – On-call and Recall and particularly Parts 4.5.5 and 4.5.6.

See also Parts 4.4.19 – Overtime at Weekends and Part 6.1.2 – Annual Leave.

- 5.8.6 Employees may be entitled to additional Annual Leave for overtime worked at weekends. See Parts 4.4.19 – Overtime at Weekends and Part 6.1.2 – Annual Leave.

Public Holiday Penalty Rates

- 5.8.7 See Part 6.3 - Public Holidays for more provisions regarding entitlements to paid time off and/or penalty rates on Public Holidays.
- 5.8.8 Where a permanent employee is required to work ordinary hours on a Public Holiday, or the public holiday falls on their accrued off, they will be paid:
- a) at 2.5x the ordinary rate; or alternatively
 - b) at 1.0x the ordinary rate, with entitlement to additional time off at the rate of 1.5x the number of hours worked to be taken within 4 weeks of the public holiday; or
 - c) at 1.0x the ordinary rate, with hours equivalent to 1.5x the number of hours worked to be added to the employee's annual leave balance

Option a) will be the default arrangement for payment for work on Public Holidays. Where an employee wishes to be paid as per options b) or c) they should notify their manager and payroll of their choice prior to the next payroll processing date immediately following the Public Holiday.

- 5.8.9 Where a casual employee is required to work on a Public Holiday they will be paid 1.75 x the ordinary rate (i.e. 75% loading on the rate for a permanent employee).
- 5.8.10 Weekend penalty rates will not be payable in addition to the public holiday penalty rate.
- 5.8.11 See below (Part 5.8 – Overtime Penalty Rates – Part 5.8.12) for penalty rates payable for overtime worked on a public holiday.
- 5.8.12 Where an employee is rostered to work on a public holiday and fails to do so they will not be entitled to the Public Holiday Penalty Rates.

Overtime Penalty Rates

- 5.8.13 Hours worked in excess of the ordinary hours (as per Part 4.4 – Authorised Overtime) on any day or shift are to be paid as follows:
- a) Monday to Friday - 1.5x the ordinary rate for the first 2 hours; and
2.0x the ordinary rate thereafter;
 - b) Saturday & Sunday – 2.0x the ordinary rate;
 - c) Public Holidays – 2.5x the ordinary rate or 1.0x the ordinary rate with entitlement to extra Time Off /Annual Leave; (See Parts 5.8.7 to 5.8.12);
 - d) Where an employee is recalled to work – 1.5x the ordinary rate for the first 2 hours; and 2.0x the ordinary rate thereafter.
- 5.8.14 Overtime penalty rates are calculated on the ordinary rate of pay and so are in substitution for, and not cumulative upon, any other penalty rates described in this agreement.
- 5.8.15 Only the highest penalty rate applicable to a situation is payable. For example, for overtime worked on a public holiday on a weekend, the penalty rate is 2.5x the ordinary rate.

5.9 ALLOWANCES

- 5.9.1 Details of the monetary values of allowances are included at Appendix B – Allowances and Timetables for Increases.
- 5.9.2 Increases will be in line with the agreed percentage increases for pay rates.
- 5.9.3 Allowances are not payable during periods of leave (paid or unpaid) with the exception of Qualification Allowance.

Shift Allowances

- 5.9.4 A rostered **Day Shift** means a shift which commences at or after 6.30 am and ends before 6.00 pm.
- 5.9.5 A rostered **Morning Shift** means a shift which commences between 5.00 am and 6.30 am. Employees working such a shift will receive a shift allowance of \$24.36 per shift which will increase as specified in Appendix B – Allowances and Timetables for Increases.
- 5.9.6 A rostered **Afternoon Shift** means a shift which finishes at or after 6.00 pm and before midnight. Employees working such a shift will receive a shift allowance of \$24.36 per shift which will increase as specified in Appendix B – Allowances and Timetables for Increases.
- 5.9.7 A rostered **Night Shift** means a shift which finishes the day after it commences or which commences after 12.00 midnight and before 5.00 am. Employees working such a shift will receive a shift allowance of \$58.15 per shift which will increase as specified in Appendix B – Allowances and Timetables for Increases.
- 5.9.8 Employees who work their ordinary rostered hours on “**Permanent**” **Night Shift** will receive a shift allowance of \$68.79 per shift which will increase as specified in Appendix B – Allowances and Timetables for Increases. For the purposes of this clause “permanent” means for any period in excess of 4 consecutive weeks.
- 5.9.9 Shift allowances apply to ordinary rostered hours, not to extensions or changes in hours which form part of a Flexitime arrangement, nor to approved overtime hours, when overtime rates apply. E.g. When a shift is rostered to finish at 5.00 pm and the employee works for 2 hours of overtime until 7.00 pm, this will not qualify for the shift allowance. These hours will either be part of Flexitime arrangement or 2 hours of overtime will be payable depending on the employee’s working arrangement.

5.9.10 Shift allowances are payable on ordinary hours worked on Saturday, Sunday or Public Holidays, where the weekend penalty rates are also payable.

Change of Shift Allowance

5.9.11 Where the commencement time of an employee's rostered "next" shift differs by 4 hours or more from the commencement time of their previous "first" shift, the employee will receive a *Change of Shift Allowance* of \$38.96 per occasion which will increase as specified in Appendix B – Allowances and Timetables for Increases.

5.9.12 The Change of Shift Allowance will not be payable in the following circumstances:

- a) where the employer agrees to a request for a change of shift made by one or more employees;
- b) Where a part-time employee agrees to work "extra" shift(s) in addition to those rostered or worked regularly otherwise; or
- c) Where the change of shift is by mutual agreement; or
- d) Where the change of shift occurs within the performance of a self-rostering system, whereby rosters are determined based on employees' specified preferred days of work.

On-Call Allowance

5.9.13 Where an employee is required to be on-call they will receive an On-call Allowance as follows which will increase annually as specified. See also Appendix B – Allowances and Timetables for Increases:

	Calculated as	From first full pay period following approval	For period commencing 1/11/2014	For period commencing 1/11/2015
For each period of 12 hours which falls Monday to Friday	2.5% of the rate for UG1 Grade 1 Year 2	\$40.10 per 12 hour period	\$41.51 per 12 hour period	\$42.86 per 12 hour period
for each period of 12 hours which falls on a weekend or public holiday	5% of the rate for UG1 Grade 1 Year 2	\$52.32 per 12 hour period	\$54.16 per 12 hour period	\$55.92 per 12 hour period

5.9.14 Where the period of on-call exceeds 12 hours, any additional hours will be paid pro-rata with a minimum of 3 additional hours being paid.

5.9.15 Where 2 or more employees agree to split a 12 hour period of on-call, the periods of on-call will be paid pro-rata.

Qualification Allowance

5.9.16 The employee will be entitled to be paid a qualification allowance when:

- a) The employee holds a qualification which is relevant to their employee's classification and current area of practice; and
- b) The qualification is from a recognised educational institution; and
- c) The employee has provided evidence to the employer of holding the qualification.

NB – Certificates relating to the base qualification qualifying an employee to perform their role or leading to initial registration in their profession do not qualify for a qualification allowance.

5.9.17 The employee will provide the employer with evidence of holding a qualification or certificate where possible within 3 months of commencement or obtaining the qualification or certificate. Where evidence is provided within 3 months, the employee will be paid the qualification allowance for the qualification or certificate for which they have provided evidence and the employer will back-pay any difference to date of commencement or date of qualification, whichever is relevant.

5.9.18 Where the employee provides evidence of holding a qualification or certificate more than 3 months after commencement or obtaining the qualification, the employee will be paid the qualification allowance for the qualification or certificate for which they have provided evidence from the next pay point after providing evidence.

5.9.19 Where an employee is entitled to receive a Qualification Allowance, this will be calculated as follows with increases occurring as specified in Appendix B:

- a) Post-graduate certificate – 2.5% of the base rate;
- b) Post-graduate diploma – 7.5% of the base rate;
- c) Masters Degree – 8.5% of the base rate; and
- d) Doctorate – 10% of the base rate.

5.9.20 The relevant base rate will be calculated as follows:

- a) For employees classified under the UG1 Classification Structure – UG1 Grade 1 Year 3;
- b) For employees classified under the Medical Scientists Classification Structure – UG1 Grade 1 Year 3;
- c) For employees classified under the Dietitian Classification Structure – Grade 1 Year 2; and
- d) For employees classified under the Psychologist Classification Structure – Grade 1 Year 5.

5.9.21 The employee is responsible for notifying the employer of any change in their entitlement to the qualification allowance and for demonstrating that their qualification is relevant to their classification and current area of practice

5.9.22 Where an employee holds more than one relevant qualification they are entitled to be paid only one qualification allowance, whichever is the highest value or most relevant as appropriate to their role.

5.9.23 Qualification allowance are payable on all periods of paid leave except for Parental Leave and Long Service Leave.

Higher Duties Allowance (See also Part 5.7 – Higher Duties)

5.9.24 Where an employee is acting as a Business Unit Manager or acting as a Head of Discipline for the period of 5 or more consecutive working days, they will be entitled to receive an allowance payment, as follows:

When acting as a Business Unit Manager –

	Calculated as	From first full pay period following approval	For period commencing 1/11/2014	For period commencing 1/11/2015
For employees classified in the UG1 Classification structure	7.5% of the rate applicable to the UG1 Grade 3 Year 4	\$3.55 p/hr	\$3.68 p/hr	\$3.79 p/hr
For employees classified as a Psychologist	7.5% of the rate applicable to Psychologists Grade 3 Year 4	\$3.75 p/hr	\$3.88 p/hr	\$4.01 p/hr

When acting as a Head of Discipline –

	Calculated as	From first full pay period following approval	For period commencing 1/11/2014	For period commencing 1/11/2015
For employees classified in the UG1 Classification structure	7.5% of the rate applicable to the UG1 Grade 1 Year 3	\$2.18 p/hr	\$2.26 p/hr	\$2.33 p/hr
For employees classified as a Psychologist	7.5% of the rate applicable to Psychologists Grade 1 Year 5	\$2.39 p/hr	\$2.48 p/hr	\$2.56 p/hr

Head of Discipline Allowance

5.9.25 Hospitals may, at their discretion, appoint a Head of Discipline.

5.9.26 To be eligible as a Head of Discipline, an employee must:

- a) be classified under the UG1 classification structure;
- b) have at least 7 years relevant clinical experience within the profession;
- c) be authorised by hospital executive management to be responsible for:
 - a. leadership, management of clinical practice, professional development and human resources for the discipline in consultation with the Business Unit Managers and the Executive Management team;
 - b. representing the discipline in clinical, professional and organisational matters.

5.9.27 Where an employee is appointed as a Head of Discipline, they will be entitled to receive an allowance payment, as follows:

	Calculated as	From first full pay period following approval	For period commencing 1/11/2014	For period commencing 1/11/2015
For employees classified in the UG1 Classification structure	7.5% of the rate applicable to the UG1 Grade 1 Year 3	\$2.18 p/hr	\$2.26 p/hr	\$2.33 p/hr
For employees classified as a Psychologist	7.5% of the rate applicable to Psychologists Grade 1 Year 5	\$2.39 p/hr	\$2.48 p/hr	\$2.56 p/hr

Sole Allowance

- 5.9.28 Where an employee is the only person employed in their classification, including the Chief and Deputy classifications they will be paid an allowance of \$47.38 with increases occurring as specified in Appendix B.

Telephone Allowance

- 5.9.29 The employer will reimburse any additional costs or expenses incurred by the employee in the use of telephones when the employee is placed on-call.

Travel Expenses and Motor Vehicle Allowance

- 5.9.30 Where an employee is required to travel in the course of their duties the employer will meet the cost of the travel by providing the appropriate transport or by reimbursing the employee who will provide receipts or other suitable evidence.
- 5.9.31 The employer will also reimburse reasonable travel expenses such as meals and accommodation incurred when the employee is required to travel for their work.
- 5.9.32 Where an employee is required by the employer 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 for vehicles with 1.6 to 2.6 litre engines.
- 5.9.33 Where an employee is recalled to work, at the employee's request the cost of their transport for both journeys will be reimbursed in line with the clauses above.

Meal Allowance during Overtime

- 5.9.34 The employee will be entitled to be paid a Meal Allowance where the employer cannot provide the employee with a meal and where:
- a) the employee works an hour or more of overtime after the usual finish time of their shift or outside the span of normal working hours; or
 - b) the employee is recalled to duty for a period over more than 2 hours, outside of usual working hours and when the time of the recall is at or overruns normal hospital meal time.

See also Part 4.4.18 Meals During Overtime and Appendix B –Allowances and Timetables for Increases.

5.10 SUPERANNUATION

Employer Contributions

- 5.10.1 The employer will make the mandatory contributions to the employee's superannuation fund in accordance with the requirements of the *Superannuation Guarantee (Administration) Act 1992* (Cth). The employer mandates that it will also make superannuation contributions for all employees regardless of age, including those over the age of 69 years and those under the age of 18.
- 5.10.2 The calculation of the contribution will be based on the "ordinary-time earnings" as determined by the Australian Taxation Office (ATO) and subject to any changes made by the ATO.
- 5.10.3 The employee can nominate a complying fund of their choice, such as Health Super, in to which the employer will make the contributions. If the employee does not nominate a fund, employer contributions will be made in to Ramsay Health Care's default fund, currently Hospital Employees' Superannuation Trust Australia (HESTA).
- 5.10.4 Where an employee chooses or changes a fund, any contributions made in the two months after receiving the form can be made to either Ramsay's default fund or the employee's new chosen fund. Contributions after the two month period will be made to the employee's new chosen super fund
- 5.10.5 Employer contributions will be made monthly, within 28 days of the following month.
- 5.10.6 Details of the contributions will be included on the employee's pay advice.

Employee Contributions

- 5.10.7 In addition to the employer contributions, the employee may authorise the employer in writing to pay a specified amount of their wages on their behalf in to their nominated superannuation fund. The employee may elect to make their additional contributions before or after tax. Contributions made before tax are part of a salary packaging arrangement. See Part 5.11 - Salary Packaging.
- 5.10.8 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.

5.10.9 The employer will make the authorised contributions on the employee's behalf within 14 days of the authorisation by the employee and the next relevant pay cycle.

5.10.10 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 by the employee and the next relevant pay cycle.

5.11 SALARY PACKAGING

5.11.1 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 earnings total and the amount of tax paid in turn. The cost to the employer will be no greater than if all entitlements had been taken as PAYG equivalent wages.

5.11.2 Salary packaging arrangements will be subject to relevant legislation as defined by the ATO relating to for-profit hospitals, and the employer's policy relating to salary packaging, which will be available for access by employees.

5.11.3 The employee will follow the correct process for establishing a salary packaging arrangement as set out in the employer's salary packaging policy.

5.11.4 Employees are not compelled to enter in to any salary packaging arrangements.

5.11.5 The employer will calculate their mandatory Superannuation Guarantee Contribution on the employee's agreed wages before the application of any salary packaging arrangements.

5.11.6 Allowances, penalty rates, overtime and payment for "cashing out" of unused leave entitlements will be calculated on the employee's wages before the application of any salary packaging arrangements.

5.11.7 Where the employment is terminated the salary packaging arrangement will automatically be cancelled at the date of termination and any amount allocated to a benefit type but not used will be paid as wages with the appropriate tax deducted.

5.11.8 Where there is any shortfall calculated in the end of year true-up, or at the termination of employment, the employee authorises the employer to deduct the shortfall from their pay. The

Employee will be notified of the deduction prior to it occurring, and the deduction will be done in a reasonable manner that avoids, where possible, causing the employee financial hardship.

- 5.11.9 Where any legislative changes result in any increase in the cost of providing an option to salary packaging, the employer reserves the right to terminate the arrangement or the employer may offer that the employee shall bear the extra cost or the employee can elect to terminate the arrangement.

PART 6 – LEAVE AND PUBLIC HOLIDAYS

6.1 ANNUAL LEAVE

Entitlement

6.1.1 For each year (52 weeks) of service a full-time employee is entitled to 4 weeks/20 days/152 hours of paid Annual Leave.

6.1.2 Employees may also be entitled to additional paid Annual Leave in the following circumstances:

- a) When an employee who is a weekend worker works ordinary hours on 10 or more weekends (for a total of 40 hours or more) during the year in respect of which their leave accrues, they will receive 1 additional week's paid Annual Leave; and/or
- b) When an employee is rostered on-call on 10 or more weekends, or performs overtime (as defined in Parts 4.4.6 & 4.4.7) on 10 or more weekends for more than 4 hours on each occasion, during the year in respect of which their leave accrues, they will receive 1 additional week's paid Annual Leave.

The entitlement to additional Annual Leave for working on weekends is separate to the entitlement to additional Annual Leave for being on-call or performing overtime on weekends but both entitlements cannot be claimed for the same bodies of work.

A maximum of 1 week's extra Annual Leave can be accrued for working ordinary hours on weekends. A maximum of 1 week's extra Annual Leave can be accrued for being on-call or performing overtime on weekends.

See examples below.

Examples

Working rostered hours on weekends

1. An employee is rostered to work on 6 weekends - the employee does not qualify for Additional Annual Leave.
2. An employee is rostered to work on 10 weekends for a period totalling 50 hours – the employee qualifies for 1 week's Additional Annual Leave.
3. An employee is rostered to work on 12 weekends for a period totalling 30 hours – the employee does not qualify for Additional Annual Leave.

Rostered on-call / performing overtime on weekends

4. An employee is rostered on-call for 15 weekends - the employee qualifies for 1 week's Additional Annual Leave.
5. An employee is rostered on-call for 7 weekends - the employee does not qualify for Additional Annual Leave.
6. An employee works overtime on 9 weekends - the employee does not qualify for Additional Annual Leave.
7. An employee works overtime on 11 weekends, working for 4 hours or less on each occasion - the employee does not qualify for Additional Annual Leave.
8. An employee works overtime on 11 weekends, working for more than 4 hours on each occasion – the employee qualifies for 1 week's Additional Annual Leave.
9. An employee is rostered to work on 6 weekends and is placed on-call for a further 5 weekends – the employee does not qualify for Additional Annual Leave.
10. An employee is rostered on-call for 9 weekends. She is recalled to work and therefore works overtime on all of those weekends – the employee does not qualify for Additional Annual Leave.
11. An employee is placed on-call for 12 weekends. She is recalled to work on and therefore works overtime on all of those weekends – the employee qualifies for 1 week's Additional Annual Leave.

Interactions of weekend work

12. An employee is rostered to work one Saturday and one Sunday in every month and therefore qualifies for 1 week's Additional Annual Leave for working on 10 or more weekends. The employee is also rostered on-call on one weekend each month (i.e. she is on-call for more than 10 weekends). The employee is entitled to a further week of Additional Annual Leave for being on-call.

- 6.1.3 Part-time employees accrue Annual Leave entitlements pro-rata based on their ordinary hours of work.
- 6.1.4 Entitlement to paid Annual Leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year. Employees may apply to take Annual Leave in advance of the 12 month anniversary entitlement date.

Taking Annual Leave

- 6.1.5 Employees' should apply in advance for Annual Leave following the policies and procedures relevant to the work site. The employer will endeavour to respond to requests within 10 days except where the leave request is for Christmas, Easter or the school holidays as such requests will be responded to in good time in consideration of all employees and the needs of the business.
- 6.1.6 Employees can take Annual Leave in one or more parts including single days.
- 6.1.7 Employees are not taken to be on Annual Leave and so shall not have their accrued Annual Leave entitlement reduced where:
- a) A public holiday to which the employee is entitled falls within a period of Annual Leave;
 - b) An employee would otherwise be on an Accrued Day Off; or
 - c) Where the employee can be considered to be on Personal/Carer's Leave and this is supported by the appropriate evidence; or
 - d) Where the employee is required to undertake activities which can be considered Community Service Leave [see below] and this is supported by documentary evidence.
- 6.1.8 The employee and the employer will cooperate in coordinating leave periods which suit the individual's personal needs and commitments and the needs of the business. The employer will not unreasonably refuse to agree to a request by an employee to take paid Annual Leave.
- 6.1.9 Annual leave will be given at a time determined by mutual agreement between the employer and the employee within a period not exceeding 6 months from the date when

the full year's annual leave entitlement has accrued and after not less than 2 weeks' notice to the employee.

Annual Leave During Periods of Low Clinical Activity

6.1.10 Where a hospital, unit or department is closed or experiences periods of low activity and/or downtime (e.g. Christmas, New Year, Easter), the Employer may elect to operate at a level of low clinical activity within that hospital, unit or department.

6.1.11 The employer will provide at least 2 working days' notice of periods of low clinical activity, and more notice wherever possible.

6.1.12 The following principles will be applied during periods of low clinical activity:

- a) permanent full time and part time employees will be encouraged to utilise accrued leave; and
- b) employees with greater than four weeks leave will be encouraged to take leave in excess of the 4 weeks accrued; and
- c) employees with less than 4 weeks accrued annual leave may elect to utilise Accrued Days Off (ADOs), accrued Time Off in Lieu (TOIL), accrued flexitime, leave without pay, "Hospital Leave", or a combination of the above; and
- d) if alternative work is available within Ramsay Health Care that matches the skills and competencies of the employee, then that employee may express interest in completing that alternative work during the period of low clinical activity. The alternative work may be in the same hospital, or at other locations within Ramsay Health Care; and
- e) casual employees will only be employed if no permanent employees are available to work; and
- f) agency employees will not be used.

Payment

6.1.13 Payment for Annual Leave will be made in the normal payroll cycles but can be paid in advance if requested in writing by the employee.

6.1.14 Payment for Annual Leave will be made at the ordinary rate (excluding allowances that the employee is entitled to receive with the exception of Qualification Allowance).

6.1.15 For the number of hours of the employee's Annual Leave which are equivalent to 4 weeks pro-rata, the employer will also pay, whichever is the higher, either:

- a) annual leave loading of 17.5%; or
- b) shift penalties that would apply, based on a projected roster.

Payout on Termination

6.1.16 Upon termination of employment payment in lieu of untaken Annual Leave entitlements, including any additional Annual Leave to which the employee is entitled for working or being on-call at weekends (See Part 6.1.2), including Annual Leave loading and any applicable allowances, will be made.

6.1.17 Where the employee has taken Annual Leave in advance in excess of entitlements accrued by date of termination, the employer may deduct the monetary value of such leave from the employee's final pay.

Cashing out of Annual Leave

6.1.18 The employee may elect to take payment in lieu of Annual Leave ("cashing out" of paid Annual Leave) where:

- a) The employee's remaining accrued entitlement is 4 weeks or more;
- b) On each occasion the agreement is in writing specifying the amount of paid Annual Leave to be cashed out; and
- c) Cashing out will result in the employee being paid at least the same amount as if they had taken the leave (i.e. including the relevant allowances and loadings).

Flexible Leave (48/52)

6.1.19 Employees may apply to participate in the Flexible Leave Program to access an additional 2, 3 or 4 weeks annual leave per year and receive proportionately less pay each pay period throughout the year. Applications will be considered by the employer according to the needs of the business.

6.2 PERSONAL / CARER'S LEAVE

6.2.1 This leave is often referred to as "Sick Leave" and/or "Family Leave".

Paid Personal Leave

6.2.2 Entitlement to paid Personal/Carer's leave accrues at the following rates:

- a) 7.6 hours' Personal Leave for each month of service in the first year of service;
- b) 106.4 hours' (14 x 7.6 hour working day) Personal/Carer's Leave for each year of service in the second, third and fourth years of service;
- c) 159.6 hours' (21 x 7.6 hour working day) Personal/Carer's Leave for each year of service in the fifth and following years of service.

6.2.3 The entitlement accrues progressively in each payroll cycle according to the employee's ordinary hours of work.

6.2.4 A part-time employee accrues Personal/Carer's Leave entitlements pro-rata based on their ordinary hours of work.

6.2.5 Unused Personal/Carer's Leave entitlements accumulate from year to year and can be taken in subsequent years.

6.2.6 The employee accumulates Personal/Carer's leave entitlements whilst absent from work on paid leave granted by the employer.

6.2.7 Employees may take their accrued and accumulated Personal/Carer's Leave where the employee is absent due to personal illness or injury affecting the employee, or for the purposes of providing care or support to a member of the employee's family or household, because of a personal illness, personal injury, or an unexpected emergency affecting the family member.

6.2.8 In this part *family* means a child (including adopted, stepchild, or from a previous marriage), spouse (including interdependent, same-sex, de-facto and former spouse), parent, grandparent, grandchild and sibling (including spouse's parent, grandparent, grandchild or sibling) or uncle or aunt where next of kin. *Household* means a group of people living in the same domestic dwelling.

- 6.2.9 In normal circumstances, employees may not access Carer's Leave (paid or unpaid) where another person has leave to care for the same person.

Unpaid Carer's Leave

- 6.2.10 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 applicable paid Personal/Carer's Leave has already been used) the employee is entitled to unpaid Carer's Leave.
- 6.2.11 All employees are entitled to unpaid Carer's Leave for each occasion when a member of the employee's immediate family or household requires care or support because of a personal illness, personal injury, or an unexpected emergency.
- 6.2.12 The employer may request a medical certificate or equivalent evidence, including a statutory declaration, of the family member's illness or injury.

Notifications and Evidence

- 6.2.15 Employees will notify the employer of the need to take Personal/Carer's Leave as soon as is practicable. Employees should consider the smooth operation of the business and provide notification prior to the start of a normal work day/shift, or as soon as practicable. Where possible this notification should be given at least 2 hours before. Employees must also advise how long the expected period of absence will be.
- 6.2.16 Employees will complete the required notification on their return to work, for authorisation by the employer.
- 6.2.17 The employee will provide a medical certificate or equivalent evidence of the employee's or family member's illness or injury, provided that the employee may be absent for one day on up to three occasions of Personal / Carer's Leave, without providing evidence. Where an employee is requesting that their Annual Leave accrual is re-credited for a period of illness or injury which occurred during a period of Annual Leave, a medical certificate must be provided covering each day.

Payment

- 6.2.18 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.

6.2.19 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.

Preservation of Personal/Carer's Leave

6.2.20 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; and
- b) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months (see Part 3.13 – Portability of Entitlements).

Requirement for Leave in excess of entitlements

6.2.21 Where an employee needs to take Personal/Carer's 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, Annual Leave (where available), ADOs, banked hours or Time Off in Lieu of Overtime (TOIL) may be utilised to cover the period of leave.

Contracting Infectious Disease in Employment

6.2.22 Where an employee contracts an infectious disease in the course of their duties and they are not entitled to receive Workers Compensation, the employer will continue to pay the employee's usual pay for a period of up to 3 months, provided that the disease is certified by a Medical Practitioner approved by the employer.

6.2.23 Payments made to an employee who has contracted an infectious disease in the course of their duties will not be debited against personal leave accrued.

Casual Employees Requiring Personal/Carer's Leave

6.2.24 Casual employees have a right not to attend work or to leave work where the absence can be considered personal/carer's leave. Such leave for casuals will be unpaid.

6.2.25 The employer will not fail to re-engage a casual employee because the employee accessed these leave provisions, provided the employee has provided the appropriate notifications and evidence as detailed above for permanent employees.

Drug and Alcohol Programs

- 6.2.26 An employee is entitled to accrued paid Personal Leave to attend a drug and alcohol program where they provide a doctor's certificate or other proof of attendance. Where the employee has used up all of their accrued Personal Leave, the employer may, at their discretion, provide further paid Personal Leave to facilitate an employee's attendance at a drug and alcohol program.

6.3 PUBLIC HOLIDAYS

- 6.3.1 The following days are Public Holidays:

- a) 1 January (New Year's Day);
- b) 26 January (Australia Day);
- c) Good Friday;
- d) Easter Saturday (the day after Good Friday);
- e) Easter Monday;
- f) 25 April (Anzac Day);
- g) The Queen's birthday holiday;
- h) Christmas Day;
- i) Boxing Day; and/or
- j) any day appointed under the *Public Holidays Act 1993 (Vic)*, to be kept in place of any such holiday "substitute day"; and/or
- k) any day declared a public holiday in Victoria or the relevant district or area (e.g. Labour Day, Melbourne Cup Day).

- 6.3.2 Due to the nature of the business the employer cannot enable that all employees are absent from work on the Public Holidays.

- 6.3.3 The employee may submit a request to be absent from work on a Public Holiday and the employer will consider the request when devising the relevant roster considering the individual's personal needs and commitments and the needs of the business.

- 6.3.4 The employer will give a minimum of 7 days' notice to the employee who is required to work on a Public Holiday, except in an emergency situation, where less than 7 days' notice may be given.

- 6.3.5 Employees may refuse to work on a Public Holiday provided the refusal is reasonable.
- 6.3.6 When considering whether a request, or the refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:
- a) the operational requirements of the workplace, and the nature of the work performed by the employee;
 - b) the employee's personal circumstances, including family responsibilities;
 - c) whether the employee could reasonably expect that the employer might request them to work on the public holiday;
 - d) the amount of notice given by the employer when making the request;
 - e) the amount of notice given by the employee when refusing the request;
 - f) any other relevant matter.
- 6.3.7 Employees can request to substitute one or more Public Holiday(s) (e.g. agree to work Christmas Day in substitution for another religious or spiritual holiday) and the employer will consider requests as far as possible considering the operational requirements of the business. Where agreement is reached the employee and the employer can enter in to a formal written agreement.

Working on a Public Holiday

- 6.3.8 Where a Public Holiday falls on a work day within a roster or an employee's ordinary working week (ordinary hours), the employer will inform the employee whether or not they are required to work that day by the release of the relevant roster or by any other notice which is appropriate to the position.
- 6.3.9 Where a permanent employee is required to work ordinary hours on a Public Holiday, or the Public Holiday falls on their accrued day off, they will be paid:
- g) at 2.5x the ordinary rate; or alternatively
 - h) at 1.0x the ordinary rate, with entitlement to additional time off at the rate of 1.5x the number of hours worked to be taken within 4 weeks of the public holiday; or
 - i) at 1.0x the ordinary rate, with hours equivalent to 1.5x the number of hours worked to be added to the employee's annual leave balance

Option a) will be the default arrangement for payment for work on Public Holidays.

Where an employee wishes to be paid as per options b) or c) they should notify their

manager and payroll of their choice prior the next payroll processing date immediately following the Public Holiday.

6.3.10 Weekend penalty rates will not be payable in addition to the public holiday penalty rate. Applicable allowances will be payable.

6.3.11 Where a casual employee is required to work on a Public Holiday they will be paid 1.75 x the ordinary rate (i.e. 75% loading on the rate for a permanent employee).

6.3.12 Employees will only receive penalty payments for either the actual day or the substitute/ additional day, depending on which day they are rostered to work, but not both.

Example

In 2013, 26 January (Australia Day) falls on a Saturday and Monday 28 January will be substituted as the public holiday.

Where an employee is required to work one of the days, either Saturday 26 January or Monday 28 January, they will be paid public holiday penalty rates for that day.

Where an employee is required to work both Saturday 26 January and Monday 28 January they will be paid public holiday penalty rates for one of the days and ordinary time rates for the other day.

Where the employee is not required to work either of the days their working status and roster determine whether they are paid for any of those days (see below).

6.3.13 Where an employee is rostered to work on a public holiday and they fail to do so they will not receive any payment for the day, except where the employee can be considered to be on Personal/Carer's Leave and the appropriate notifications and evidence are provided, as per Part 6.2.15 to Part 6.2.17 – Personal/Carer's Leave – Notifications and Evidence. Payment will be made from Personal/Carer's Leave accruals at ordinary rates.

Public Holidays when rostered off

Full Time Employees

6.3.14 Where a full-time employee is not required to work on a public holiday, that employee will be paid for the ordinary hours of work on that day.

- 6.3.15 Where the public holiday falls on a weekend then only employees who work ordinary hours on Saturdays and Sundays will be entitled to payment for that day. Those who work their ordinary hours from Monday to Friday will not be entitled to any payment for that day.

Example

A full-time Health Information Manager works Monday to Friday. Therefore she is not entitled to payment for Easter Saturday or for Australia Day, ANZAC day, Christmas Day or Boxing Day when these fall on a weekend.

Where a substitute day is appointed in place of any of these days and the substitute day falls from Monday to Friday, the employee is entitled to payment for the substitute day. Where the employee is not required to work on the substitute day they will be paid for the ordinary working hours on that day. Where the employee is required to work they will be paid penalty rates for that day.

Part Time Employees

- 6.3.16 Where a part-time employee is on a fixed roster and they are not required to work on a day they would normally have worked due to the public holiday, that employee will be paid for the ordinary hours of work on that day.
- 6.3.17 A part-time employee who is ordinarily not required to work on a day of the week on which a public holiday is observed will not be entitled to be paid for that public holiday unless they are required to work.
- 6.3.18 To determine whether a part time employee is ordinarily required to work on a day of the week which a public holiday is observed and is therefore entitled to receive the benefit for a particular public holiday not worked, there will be a review of the roster pattern of the individual employee over the preceding 6 monthly period. If the roster pattern shows that the employee worked on at least 50 % of the day of the week on which the public holiday is observed, the employee will be entitled to receive the public holiday benefit for that public holiday.

Example

A part time Physiotherapist sometimes works on Mondays depending on the roster. She is not required to work on Easter Monday. Where a review of her roster shows that she has worked half or more of the Mondays preceding Easter Monday she is entitled to payment for her ordinary shift length on that day.

Public Holidays on Accrued Days Off

6.3.19 Where an employee's accrued day off falls on a public holiday the employee will be entitled to:

- a) another day off which will be within the same work cycle where practicable; or
- b) a day off to be added to the employee's annual leave entitlement; or
- c) payment for a full day's wage at ordinary rates above the ordinary week's pay.

6.4 PARENTAL LEAVE

6.4.1 Permanent employees with at least 12 months continuous service are entitled to 12 months of Parental Leave.

6.4.2 Casual employees who are long term and regular casuals and who have a reasonable expectation of continuing employment will also be entitled to unpaid Parental Leave.

6.4.3 Employees are eligible where they have responsibility for the care of a child resulting from the birth or adoption of a child who is under 16 years of age.

6.4.4 Throughout this part "child" also means "or children in the case of a multiple birth". Entitlements are the same and are not increased in the case of a multiple birth (e.g. twins, triplets).

6.4.5 Parental Leave must be taken in a single continuous period.

6.4.6 Where only one member of the couple is taking leave to care for the child, that employee may request a further 12 months of unpaid Parental Leave.

6.4.7 Where both members of a couple are in employment and are sharing responsibility for the care of the child they are entitled to a maximum of 24 months Parental Leave between them. Each member may take a separate period of up to 12 months of unpaid Parental Leave.

6.4.8 Employees are entitled to return to their original position or, where that position no longer exists, an equivalent position closest in status and pay to the pre-parental leave position immediately following a period of approved Parental Leave.

- 6.4.9 Employees with less than 12 months continuous service may negotiate a period of Leave Without Pay at a local level (see Part 6.11 – Leave Without Pay). The right to return to their original position discussed above does not apply to employees in this category.

Taking Parental Leave

- 6.4.10 Birth related Parental Leave may start up to 6 weeks before the expected date of birth of the child in the case of a pregnant employee, but must not start later than the date of birth. The 12 months is reduced by any period taken before the birth.
- 6.4.11 Adoption related Parental Leave cannot start before the day of placement of the child.
- 6.4.12 Where both members of a couple are each taking a period of Parental Leave, both parents cannot take Parental Leave at the same time except for a period of up to 8 weeks after the birth or placement of the child (reducing the overall entitlement). Remaining leave must be taken separately with the second employee starting their Parental Leave after the first employee's Parental Leave period finishes.
- 6.4.13 Employees may access any Annual Leave or Long Service Leave entitlements to be taken in conjunction with Parental Leave.

Requirement to take Parental Leave

- 6.4.14 Where a pregnant employee wishes to work during the 6 weeks before the birth of the child, the employer may request that the employee provides a medical certificate stating that she is fit for work and whether it is inadvisable for the employee to continue in her present position due to the pregnancy or hazards connected with the position.
- 6.4.15 Where the employee fails to provide the requested certificate within 7 days of the request the employer may request that the employee commence their period of Parental Leave.

Applications, Notifications and Evidence

- 6.4.16 Employees will notify their manager in writing of their intention to take Parental Leave at least 10 weeks before the start date of the leave where practicable, or as soon as practicable. Employees will also advise the intended start and end dates of the leave and details of any Parental Leave (paid and unpaid) which will be or has been taken by the other member of the couple.

- 6.4.17 4 weeks before the intended start date, the employee will confirm the intended start and end dates of the leave or advise of any changes.
- 6.4.18 Employees who give less than the required notice period due to premature birth, or where it is not practicable, will not be considered to be in breach of these provisions.
- 6.4.19 The employer may request evidence of the expected birth date or adoption date of the child and the employee must provide suitable evidence if requested.
- 6.4.20 The employee may apply to vary the period of Parental Leave on one occasion, provided notice is given at least 4 weeks' prior to the commencement of the changed arrangements.
- 6.4.21 Where an employee wishes to take a second period of Parental Leave (i.e. a further period of Parental Leave beyond the original 12 month entitlement) the employee will provide a written request for the extension to the employer at least 4 weeks before the end date of the original leave period. Where the other member of the couple has taken or will take a period of Parental Leave details of this should be included in the request. The employer will respond to the request, in writing within 21 days of the request being made, considering the individual's personal needs and commitments and the needs of the business.

The employer may only refuse the request on reasonable business grounds. Where a request is refused, the written response will include details of the reasons for the refusal.

Payment

- 6.4.21 Employees with at least 12 months continuous service and who are the primary care giver will be eligible for 10 weeks of Paid Parental Leave paid upon commencement of the leave, or in the pay cycle if requested.
- 6.4.22 Employees who are the non-primary care giver will be eligible for 1 week of Paid Parental Leave to be taken at the time of the birth of the child.
- 6.4.23 Payment for Parental Leave will be paid at the employee's base rate of pay for the employee's ordinary hours of work in the period.
- 6.4.24 Where both parents work for Ramsay Health Care, both entitlements (i.e. primary and non-primary care givers) to Paid Parental Leave are payable per family. Both parents cannot take a period of Paid Parental Leave as the primary care giver in relation to the same child.

6.4.25 Employees may elect to take 50% of their normal pay rate during their period of Paid Parental Leave, thereby increasing the period of paid leave that can be taken. (For example 20 weeks paid Parental Leave at half pay.

6.4.26 The period of Paid Parental Leave is not extended by any Public Holidays occurring during the period.

National Paid Parental Leave Scheme

6.4.27 The National Paid Parental Leave scheme is funded by the Federal Government through the Department of Human Services.

6.4.28 Payments are made to the employee via the employer's payroll system. To determine eligibility for this scheme or to make an application, visit the Department of Human Services website http://www.humanservices.gov.au/customer/services/centrelink/parental-leave-pay?utm_id=10.

6.4.29 The National Paid Parental Leave Scheme does not affect an employee's entitlements to Paid Parental Leave under this Agreement.

6.4.30 Ramsay Health Care will adhere to all employer obligations as specified under the *Paid Parental Leave Act 2010*.

6.4.31 Employees receiving payments under the *National Paid Parental Leave Scheme* must be on leave and not be working from the time they become the child's primary carer until the end of the National Paid Parental Leave period.

6.4.32 Employees may attend work only for the purposes of "Keeping in Touch" with the workplace e.g. attending a training course or workplace meeting. Employees cannot return to normal paid duties in any capacity whilst receiving National Paid Parental Leave payments. More information on the Keeping in Touch provisions are available on the Family Assistance Office website <http://www.humanservices.gov.au/customer/enablers/centrelink/paid-parental-leave-scheme/receiving-your-parental-leave-pay>.

Unpaid Special Maternity Leave

6.4.33 Where a pregnant employee is not fit for work because of a pregnancy related illness the employee is entitled to access their accrued Personal Leave entitlements and/or to take unpaid Special Maternity Leave.

6.4.34 The employee will give notice as soon as possible and also advise the expected period of the leave.

6.4.35 The employer may request evidence of the need to take unpaid Special Maternity Leave.

6.4.36 The employee's entitlement to Parental Leave is reduced by the amount of any unpaid Special Maternity Leave taken.

Paid Special Maternity Leave

6.4.37 Where an employee gives birth to a stillborn child at or after 20 weeks gestation or gives birth to a live baby who subsequently dies, during or before the period of intended leave, they will be entitled to the full amount of paid parental leave, and thereafter to unpaid Special Maternity Leave.

6.4.38 Where an employee gives birth to a stillborn child before 20 weeks gestation they will not be entitled to paid Special Maternity Leave but will be entitled to access the paid Personal Leave to which they are entitled.

Transfer to a Safe Job

6.4.39 Where a pregnant employee has provided evidence that they are fit for work but that it is inadvisable for them to continue in their present position that employee is entitled to be transferred to a safe job for the risk period.

6.4.40 The requirement to transfer to a safe job may be due to hazards connected with the employee's original position or illness or risks arising out of the pregnancy.

6.4.41 The safe job should have the same ordinary hours of work as the employee's original position or can have a different number of ordinary hours where agreed to by the employee.

6.4.42 The transfer to the safe job will not affect the employee's terms and conditions and they will receive payment at their full rate of pay.

6.4.43 If no appropriate safe job is available, the employee is entitled to take paid "no safe job" leave for the risk period and be paid at their base rate of pay.

6.4.44 The period of paid "no safe job" leave ends when the period of Parental Leave starts.

6.4.45 Where the employee is on paid "no safe job" leave during the six week period before the expected date of birth the employer may request that the employee provides a medical

certificate confirming whether or not she is fit for work. If the employee fails to provide the requested certificate within 7 days of the request, or where a medical practitioner certifies that the employee is fit for work, the employer may request that the employee commence their period of Parental Leave.

Communication during Parental Leave

6.4.46 The employer and the employee agree to communicate during the period of Parental Leave.

6.4.47 Where an employee is on Parental Leave and a definite decision is made to introduce significant change at the workplace, the employer will take reasonable steps to:

- a) make information available in relation to any significant effect the change will have on the status, pay, location or responsibility level of the position the employee held before commencing Parental Leave; and
- b) provide an opportunity for the employee to discuss any significant effect the change will have on the status, pay, location or responsibility level of the position the employee held before commencing Parental Leave.

(See Part 2.3 – Consultation regarding Change).

6.4.48 The employee will take reasonable steps to inform the employer about:

- a) any changes in their personal contact details; or
- b) any significant matter that will affect the employee's decision regarding the duration of their Parental Leave, whether or not the employee wishes to return to work and their likely status on return.

Returning to work following Parental Leave

6.4.49 Employees will notify their intention to return to work after a period of parental leave at least 4 weeks prior to the expiration of the leave.

6.4.50 Employees have a right to request a change in their working arrangements on their return to work from Parental Leave to assist the employee in reconciling work and parental responsibilities. For example, possible changes may include hours of work, patterns of work, location of work and work status (i.e. working on a part-time or casual basis).

- 6.4.51 The employee will make their request in writing and state whether the requested change is a permanent or temporary arrangement, and what period the temporary arrangement will be for.
- 6.4.52 The employer will consider the request having regard to the employee's circumstances and will only refuse the request on reasonable grounds which may include cost, lack of adequate replacement staff, loss of efficiency and the impact on patient care.
- 6.4.53 The employer will respond to the request in writing within 21 days and, where a refusal of the request is made, will give details of the reasons for the refusal.
- 6.4.54 Agreement regarding changed working arrangements will be confirmed in writing and changes in work status may be reflected in a new contract of employment. Where the arrangement is temporary, the agreement will include a proposed expiry date for the arrangement and both parties agree to consult prior to this date and a permanent arrangement will then be confirmed in writing.

NB – All employees with parental or caring responsibilities may have a right to request flexible work arrangements in accordance with the Fair Work Act 2009.

Replacement Employees

- 6.4.55 An employee specifically engaged or temporarily promoted as a result of another employee being on a period of Parental Leave is a *replacement employee*.
- 6.4.56 The employer will notify a replacement employee of the temporary nature of their position and of the rights of the employee who is being replaced.

6.5 COMPASSIONATE LEAVE

- 6.5.1 Permanent employees (full-time and part-time) are entitled to 4 days of paid Compassionate Leave for each occasion when a member of the employee's immediate family or household:
- a) suffers a personal illness or injury that poses a serious threat to his or her life; or
 - b) dies.
- 6.5.2 All employees (permanent and casual) are also entitled to 4 days unpaid leave on each applicable occasion.

6.5.3 The employer may request evidence of the illness, injury or death.

Requirement for Compassionate Leave in excess of entitlements

6.5.4 Where an employee needs to take Compassionate Leave in excess of their entitlements, the period of absence will be unpaid (Leave Without Pay). Except where the employee prefers and where the employer agrees, Annual Leave (where available) may be utilised to cover the period of leave.

6.6 COMMUNITY SERVICE LEAVE

6.6.1 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.

6.6.2 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.); or
- d) Defence Services.

Notifications and Evidence

6.6.3 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.

6.6.4 Applications should be made to the relevant manager and evidence should also be supplied.

6.6.5 For applications in advance, employees should provide a Summons or Court Notification. Following completion of the Community Service, Statements of Service that confirm attendance and service and which are provided by the court or emergency management body should be provided.

Payment for Jury Service

- 6.6.6 Employees will be paid for the entire length of their Jury Service at their base wage as per their normal working hours.
- 6.6.7 Where an employee is entitled to a Jury Service Payment from the Court, the employee will claim the payment in full and all entitlements and reimburse the amount to the employer.
- 6.6.8 Payment for other Community Service Leave is at the discretion of hospital management.

When not empanelled on a Jury for a particular day

- 6.6.9 Where an employee has attended the Court for Jury Service in the morning and is subsequently not empanelled on a Jury for that day, the employee is required to attend work if they are in a position which allows them to do so. 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.

Blood Donor Leave

- 6.6.9 Where a blood donor collection unit is on site, the employer will release the employee to donate upon request by arrangement at the local level.

6.7 LONG SERVICE LEAVE

Entitlement and Eligibility

- 6.7.1 Employees will be entitled to 6 months paid Long Service Leave upon completion of 15 years of continuous service with the employer.
- 6.7.2 Where an employee has achieved their first entitlement to Long Service Leave, they continue to accrue Long Service Leave in relation to any subsequent service, and they will be entitled to a further 2 months paid Long Service Leave upon completion of another 5 years of continuous service with the employer.
- 6.7.3 In this part **1 month** means one calendar month.

6.7.4 An employee's statutory entitlement to Long Service Leave shall be in accordance with the provisions of this Agreement and the *Long Service Leave Act 1992 (Vic)* provided that should there be any inconsistency between that legislation and the provisions of this Agreement the more generous provisions shall prevail.

6.7.5 Employees can access pro-rata Long Service Leave after 7 years continuous service with the employer.

6.7.6 Part-time employees are entitled to Long Service Leave on a pro-rata basis.

Calculation of Service for the purposes of Long Service Leave.

6.7.7 Long Service Leave is accrued during ordinary hours of work and periods of agreed leave, which include:

- a) Paid Annual Leave;
- b) Paid Parental Leave;
- b) Long Service Leave;
- c) Paid Personal/Carer's Leave;
- d) periods of Unpaid Personal/Carer's Leave (up to 14 days per year);
- e) periods of absence during which Accident Pay is payable (see Part 7.3 – Accident Pay);
- f) Paid Study Leave;
- g) Community Service Leave; and
- h) any period of leave approved by the employer which is agreed to accrue Long Service Leave (e.g. Hospital Leave).

6.7.8 Long Service Leave is not accrued during periods of unpaid leave or absences, including:

- a) Unpaid Parental Leave;
- b) periods of Leave Without Pay;
- c) absences arising directly or indirectly from an industrial dispute;
- d) approved periods of unpaid Study Leave where the course relates to the employee's role and the period of leave is approved by the employer; and

e) a period of absence serving as a break between positions at two Ramsay Health Care facilities.

However these periods of authorised unpaid leave do not break the employee's Continuous Service.

Payment

6.7.9 The employee is entitled to payment for Long Service Leave at their ordinary rate calculated on their average service over the 12 months or 5 years immediately prior to taking Long Service, whichever is the greater, not including any penalty payments or allowances.

6.7.10 Where an employee is entitled to a scheduled rate increase in line with the Agreement the employee is entitled to receive that same increase in their Long Service Leave payments.

6.7.11 Payment for Long Service Leave will be made in the normal payroll cycles but can be paid in advance if requested in writing by the employee.

Accessing Long Service Leave payments on termination or death of the employee

6.7.12 Where the employment is terminated and the employee has achieved 7 years of continuous service with the employer, payment in lieu of the pro-rata Long Service Leave entitlements not taken will be made, provided the termination is not due to serious misconduct.

6.7.13 In the event of the death of an employee who has achieved 7 years or more of continuous service, the employer will make any pro-rata payment owing for Long Service Leave to the employee's personal representative.

Long Service Leave for Part-time employees

6.7.14 Any period of part-time employment will be credited on the basis of the proportion that the hours worked per week bears to 38 hours.

6.7.15 Part-time employees will be paid for Long Service Leave based on their accrued average ordinary hours of work. This will be calculated on the employee's average service over the 12 months or 5 years immediately prior to taking Long Service, whichever is the greater, not including any penalty payments or allowances.

Taking Long Service Leave

- 6.7.16 Employees' should apply in writing to take Long Service Leave following the policies and procedures relevant to the work site and providing a minimum of 8 weeks' notice.
- 6.7.17 The employer may request increased notice in cases where replacement staff are required.
- 6.7.18 The employer will be reasonable in responding to the request within 28 days and will consider the individual's personal needs and commitments and the needs of the business.
- 6.7.19 The employee and the employer will cooperate in coordinating leave periods which suit the individual's personal needs and commitments and the needs of the business.
- 6.7.20 The employer will grant access to a period of leave within 6 months of Long Service Leave becoming due, or the period of leave may be postponed by mutual agreement. Where no agreement can be reached a determination may be sought from the Fair Work Commission and both parties agree to abide by the determination.
- 6.7.21 The first 6 months of Long Service Leave can be taken as one continuous period or up to 6 separate periods.
- 6.7.22 Subsequent periods of Long Service Leave can be taken as one or up to 4 separate periods. The minimum period of Long Service Leave which can be taken is one week.

Additional Long Service Leave

- 6.7.23 Employees may request to take additional Long Service Leave on reduced pay. Long Service Leave can be taken at 50% of an employee's normal pay rate, thereby increasing the period of paid leave which can be taken. For example an employee who is eligible to 26 weeks paid Long Service Leave can take 52 weeks paid Long Service Leave at half pay.
- 6.7.24 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.
- 6.7.25 Employees may be entitled to take Long Service Leave at double pay for half time by agreement with the employer. Any amounts of Long Service Leave may be taken at 200% of an employee's normal pay rate, thereby reducing the period of paid leave which can be taken. For example an employee who is eligible to 26 weeks paid Long Service Leave can take 13 weeks paid Long Service Leave at double pay.

Cashing out Long Service Leave

- 6.7.26 Employees may request to cash out all or part of their Long Service Leave entitlements following completion of 7 years of continuous service.

6.8 STUDY AND EXAMINATION LEAVE

- 6.8.1 Employees should also see Part 3.14 – Professional Development, Training and Careers and Part 6.9 - Professional Development Leave below for further related entitlements.

NB – Entitlements to Study and Examination Leave are in addition to entitlements to Professional Development Leave and Annual Leave.

Study Leave

- 6.8.2 Employees who are studying a subject relating directly to their role will be able to receive support in the form of Study Leave which may be paid or unpaid.
- 6.8.3 Full time employees are entitled to 104 hours per year paid Study Leave, for approved post graduate study, and part time employees are entitled pro-rata.
- 6.8.4 Study Leave entitlements do not accumulate from year to year.
- 6.8.5 Applications for Study Leave must be made in writing to the employer including details of the course and its relevance to the employee's role and in accordance with the publicised process (see Part 3.14.10 – Professional Development, Training and Careers – Publicised Process).
- 6.8.6 Study Leave will be taken at a time mutually agreed between the employer and the employee.

Examination Leave

- 6.8.7 Permanent employees who are undertaking approved study will be granted paid leave to attend examinations relating to that study.
- 6.8.8 The amount of examination leave granted will allow the employee to travel to and from the place of examination as well as attend the examination, and also to allow the employee one clear working day, other than a Saturday or Sunday for pre-examination study, if this is requested by the employee.

6.9 PROFESSIONAL DEVELOPMENT LEAVE

- 6.9.1 Full time employees are entitled to 5 days paid Professional Development Leave per year (pro-rata for part time employees) to attend conferences, seminars or workshops where these are directly relevant to the employee's current position and function, or to meet the requirements of relevant professional accreditation bodies, or to conduct research or home study.
- 6.9.2 Professional Development Leave entitlements accumulate over 2 years.
- 6.9.3 Employees must apply in writing at least 4 weeks before the proposed date of leave, providing full details of their proposed activities and the relevance to their role, and in accordance with the publicised process (see Part 3.14.10 – Professional Development, Training and Careers – Publicised Process).
- 6.9.4 The employer will respond in writing within 14 days of the application, and will approve the application unless there are justifiable reasons for non-approval, such as the employee's failure to complete mandatory education or genuine operational requirements.
- 6.9.5 Employees can also obtain assistance in the form of Study and Examination Leave. See Part 6.8 – Study and Examination Leave, which is separate and in addition to the entitlements to Professional Development Leave

6.10 REPRESENTATIVE LEAVE / TRADE UNION TRAINING LEAVE

- 6.10.1 Where an employee is the accredited employee representative endorsed by the relevant union they may take up to 3 days unpaid leave in each calendar year to attend Union courses and seminars.
- 6.10.2 The employee will apply giving at least 2 weeks' notice to the employer.
- 6.10.3 The taking of such leave will consider, and not adversely affect, the operations of the employer.
- 6.10.4 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.
- 6.10.5 The employer may request a record of course attendance.

6.10.6 Employees are able to access their paid Annual Leave entitlements for the purposes of attending trade union training.

6.10.7 Leave granted under this clause shall count as service for all purposes of this Agreement.

6.11 LEAVE WITHOUT PAY

6.11.1 Employees can request periods of Leave Without Pay for any purpose, including study, extended periods of Personal/Carer's Leave, Parental Leave or other reasons.

6.11.2 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.

6.11.3 Employees should provide as much notice as is reasonably possible and the employer may request increased notice periods if relevant.

6.11.4 The employer will respond to applications for Leave Without Pay considering the individual's personal needs and commitments and the needs of the business.

6.11.5 No payment will be made for employees absent from work on Leave Without Pay. The accrual of other paid leave entitlements (eg. Annual Leave, Personal Leave, Carer's Leave, Long Service Leave) will cease during the period of Leave Without Pay. Periods of authorised Leave Without Pay are not considered to break Continuous Service.

PART 7 – OTHER MATTERS

7.1 DAYLIGHT SAVINGS

- 7.1.1 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.
- 7.1.2 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.
- 7.1.3 Employees will be paid for actual hours worked. Where they are required to work the additional hour this will be paid at ordinary rates and not as overtime.
- 7.1.4 Where overtime is being worked at the time the clocks are adjusted the overtime hours will be calculated as actual hours worked.
- 7.1.5 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.

7.2 WORKLOAD MANAGEMENT

- 7.2.1 The Employer acknowledges the benefits to both the organisation and individual employees gained through employees having a balance between both their professional and family life.
- 7.2.2 The Employer further recognises that the allocation of work must include consideration of the employee's hours of work, health, safety and welfare. Work will be allocated so that there is not an allocation that routinely requires work to be undertaken beyond an employee's ordinary hours of work. However, the Employer may require the employee to work reasonable overtime where:
 - (a) such work is unavoidable because of work demands and reasonable notice of the requirement to work overtime is given by the Employer; or
 - (b) where, due to an emergency, it has not been possible to provide reasonable notice.
- 7.2.3 Where overtime is required the overtime provisions of this Agreement shall apply.
- 7.2.4 In the event that particular workload or staffing issues are identified the Employer agrees to consult with employees and their nominated representatives in relation to such matters.

- 7.2.5 In the event of a dispute over workload the matter will be dealt with through the Dispute Resolution process in this Agreement.

7.3 ACCIDENT PAY

Eligibility

- 7.3.1 The employer will pay and an employee will be entitled to receive accident pay in accordance with this clause.

Definitions

- 7.3.2 The words hereunder will bear the respective definitions set out herein:

(a) **Total incapacity**

Means, in the case of an employee who is deemed to be totally incapacitated within the meaning of the *Accident Compensation Act* (hereinafter referred to as the Act) and arising from an injury covered by this clause, a weekly payment of an amount representing the difference between the total amount of compensation payable under the Act for the week in question and the total 38 hour weekly rate and weekly over Agreement payment for a day employee which would have been payable under this Agreement for the employee's normal classification of work for the week in question if he or she had been performing his or her normal duties provided that such latter rate will exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

(b) **Partial Incapacity**

Means, in the case of an employee who is or deemed to be partially incapacitated within the meaning of the Act and arising from an injury covered by this clause, a weekly payment of an amount representing the difference between the total amount of compensation payable under the Act for the period in question together with the average weekly amount the employee is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the *Accident Compensation Conciliation Service* or as agreed between the parties) and the total 38 hour weekly rate and weekly over Agreement payment for a day worker which would have been payable under this Agreement for the employee's normal classification of work for the week in question, if he or she had been performing his or her normal duties, provided that such latter rate will exclude

additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

The total 38 hour weekly Agreement rate and weekly over Agreement payment above-mentioned will be the same as that applying for a total incapacity provided that where an employee receives a weekly payment under the Act and subsequently such payment is reduced pursuant to the Act, such reduction will not increase the liability of the employer to increase the amount of accident pay in respect of that injury.

- (c) For purposes of the calculation of the total 38 hour weekly Agreement rate and weekly over Agreement payment in clause 7.3.2(a) and (b) payments made to an employee arising from a production incentive earnings scheme (whether arising from a payment by results, task or bonus scheme or however titled) will not be taken into account.

(d) **Payment for Part of a Week**

Where an employee receives accident pay and such pay is payable for incapacity for part of a week the amount will be a direct pro rata.

(e) **Injury**

Injury will be given the same meaning and application as applying under the Act, and no injury will result in the application of accident pay unless an entitlement exists under the Act.

(f) **Act**

Means the Accident Compensation Act 1985, as amended from time to time, of the State of Victoria. Where an entitlement to Accident Make-up Pay arises under this Agreement any reference to the Workers' Compensation Act 1958 will be deemed to include a reference to the Accident Compensation Act 1985 and any reference to the Accident Compensation Act 1985 will be deemed to include a reference to the Workers Compensation Act 1958.

Eligibility for Payment

- 7.3.3 Subject to the terms of this clause, an employee covered by this Agreement will upon receiving payment of compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the Act be paid accident pay by his or her employer, provided that the employer is liable to pay compensation under the Act. The employer's

liability for Accident Pay may be discharged by another person on the employer's behalf provided that:

a) Accident pay will only be payable to an employee whilst such employee remains in the employment of the employer by whom he or she was employed at the time of the incapacity and then only for such period as he or she receives a weekly payment under the Act. Provided that if an employee on partial incapacity cannot obtain suitable employment from his or her employer but such alternative employment is available with another employer then the relevant amount of accident pay will still be payable.

In the case of the termination of employment by the employer of an employee who is incapacitated and who, except for such termination, would be entitled to accident pay, accident pay will continue to apply subject to the provisions of this clause except in those cases where the termination is due to serious and/or wilful misconduct on the part of the employee. In order to qualify for the continuance of accident pay on termination of an employee will if required provide evidence to his or her employer of the continuing payment of weekly workers compensation payments.

b) Accident pay will not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then, subject to clause 7.3.3(c) and to the maximum period of payment prescribed elsewhere herein, accident pay will apply only to the period of incapacity after the first two weeks.

Industrial disease contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration (as provided in Section 3 of the Act) will not be subject to accident pay unless the employee has been employed with the employer at the time of the incapacity for a minimum period of one month.

c) Accident pay will not apply in respect of any injury during the first five normal working days of incapacity. However, an employee who contracts an infectious disease in the course of duty and is entitled to receive Workers' Compensation therefore will receive Accident Pay from the first day of incapacity.

Maximum Period of Payment

7.3.4 The maximum period or aggregate of periods of accident pay to be made by the employer will be a total of 39 weeks for any one injury as defined in Part 7.3.2.

7.3.10 Where an employee obtains a judgment or settlement for damages in respect of an injury for which he or she has received accident pay the employer's liability to pay accident pay will cease from the date of such judgment or settlement, provided that if the judgment or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the employer, the employee will pay to his or her employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

7.3.11 Where an employee obtains a judgment or settlement for damages against a person other than the employer in respect of an injury for which he or she has received accident pay, the employer's liability to pay accident pay will cease from that date of such judgement or settlement, provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the employer the employee will pay to his or her employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

Insurance Against Liability

7.3.12 Nothing in this Agreement will require the employer to insure against his or her liability for accident pay.

Variations in Compensation Rates

7.3.13 Any changes in compensation rates under the Act will not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.

Death of an Employee

7.3.14 All rights to accident pay will cease on the death on an employee.

PART 8 – UNION INVOLVEMENT

8.1 UNION INVOLVEMENT

- 8.1.1 The employer recognises the role of Unions and their delegates and representatives and encourages their involvement within the workplace.
- 8.1.2 The employer and the Union(s) recognise the employer's right to manage and direct the business and employees within this agreement and relevant legislation and guidelines.
- 8.1.3 All parties agree to positively cooperate and collaborate to resolve issues in a professional manner with due respect to both delegate and managerial responsibilities.

8.2 RIGHT OF ENTRY

- 8.2.1 Provisions relating to the right of entry, notification, permits and access to documents for Union officials are contained in the *Fair Work Act 2009*.

8.3 UNION DELEGATES

- 8.3.1 Where an employee is elected or appointed as a Union Delegate for a particular site the Union will inform the employer who will recognise the Delegate as the accredited representative.
- 8.3.2 The Delegate will have the right to discuss the concerns of any employee covered by this agreement regarding work related matters or to convey information regarding the workplace to employees.
- 8.3.3 The Delegate will not have the right to interfere with any work taking place.
- 8.3.4 Delegates 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 current work priorities;
 - b) the number of Delegates involved; and
 - c) the frequency and duration of such meetings.
- 8.3.5 Delegates may request leave to undertake relevant training. See (Part 6.10 – Representative Leave / Trade Union Training Leave).

SCHEDULES

SCHEDULE A – HOSPITALS TO BE COVERED BY AGREEMENT

Facilities of Ramsay Health Care Australia Pty. Limited and all related corporate entities, which are covered by this agreement are listed below:

- Albert Road Clinic (ABN 43006794681)
- Beleura Private Hospital (ABN 80287794388)
- Donvale Rehabilitation Hospital (ABN 57143591259)
- Frances Perry House (ABN 53106722347)
- Glenferrie Private Hospital (ABN 53106722347)
- Linacre Private Hospital (ABN 53106722347)
- Masada Private Hospital (ABN 53106722347)
- Mitcham Private Hospital (ABN 47058174619)
- Murray Valley Private Hospital (ABN 36003184889)
- Peninsula Private Hospital (ABN 45961711618)
- Shepparton Private Hospital (ABN 53106722347)
- The Avenue Hospital (ABN 53106722347)
- Wangaratta Private Hospital (ABN 53106722347)
- Warringal Private Hospital (ABN 53106722347)
- Waverley Private Hospital (ABN 53106722347)

Any other facility acquired or opened by the employer during the life of the agreement can be considered to also be covered by this agreement.

SCHEDULE B - EMPLOYMENT CLASSIFICATIONS COVERED BY THE AGREEMENT

Employees whose role is included in the list are taken to be party to this agreement:

UG1 Classifications

- Cardiac Technologist;
- Exercise Physiologist;
- Health Information Manager;
- Health Information Manager Chief;
- Librarian;
- Medical Imaging Technologist;
- Music Therapy;
- Nuclear Medicine Technologist;
- Occupational Therapist;
- Othoptist;
- Orhotist/Prosthetist;
- Medical Photographer / Illustrator;
- Physiotherapist;
- Podiatrist;
- Radiation Therapy Technologist;
- Radiation Therapy Manager;
- Recreation Therapist;
- Social Worker;
- Speech Pathologist;
- Any other Allied Health role eligible to be appointed to the Classification of UG1 Grade 3 or 4.

UG3 Classifications

- Medical Laboratory Technician;
- Renal Dialysis Technician;
- Child Psychotherapist;
- Welfare Worker;
- Community Development Worker;
- Technical Officer;
- Biomedical Technologist;
- Client Adviser / Rehabilitation Consultant;
- Dental Technician.

Medical Scientist Classifications

- Scientist;

Dietetics Classifications

- Dietitian

Psychologist Classifications

- Psychologist

Pharmacist Classifications

- Pharmacist;
- Deputy Director of Pharmacy;
- Director of Pharmacy;

SCHEDULE C – CLASSIFICATION DEFINITIONS

UG1 CLASSIFICATIONS

The parties acknowledge that at the time of approval a number of these classifications are not directly applicable to Ramsay Health Care hospitals.

There is no obligation on the employer to appoint an employee to a UG1 classification unless the work described in that classification definition is required by the employer to be undertaken by an employee.

Starting rates of pay:

- (a) An employee who holds or is qualified to hold the degree of Bachelor of Science Honours shall be entitled to be classified as a UG1 - Grade 1, 2nd year of experience after qualification.
- (b) An employee who holds or is qualified to hold the degree of Master of Science shall be entitled to be classified as a UG1 - Grade 1, 3rd year of experience after qualification.
- (c) An employee who holds or is qualified to hold the degree of Doctor of Philosophy shall be entitled to be classified as a UG1 - Grade 1, 5th year of experience after qualification.
- (d) An employee who holds a four year under-graduate qualification or a three year under-graduate qualification and is required to do a twelve month internship shall be classified as or deemed to have been classified as a UG1 - Grade 1, 2nd year of experience after qualification.

1. Cardiac Technology

1. *Cardiac Technologist (Qualified)*

An Employee employed as such who holds an appropriate Bachelor of Science Degree, Bachelor of Applied Science Degree or equivalent.

2. *Cardiac Technologist Grade 2*

A Cardiac Technologist appointed to the grade with additional responsibilities for example:

- a. Teaching of Cardiac Technology students; or
- b. Employed on work which requires special knowledge or depth of experience, in for example, echocardiography, electrophysiology, cardiac catheterisation, holtermonitor interpretation; or
- c. Supervision of cardiology employees.

2. *Exercise Physiologist*

1. *Exercise Physiologist (qualified)*

A person employed as such who holds a Bachelor of Applied Science (Exercise and Sports Science) degree, Bachelor of Science (Exercise and Sports Science) degree, Bachelor of Exercise and Sports Science degree, Bachelor of Exercise Science degree, Bachelor of Exercise Science and Human Movement degree, Bachelor of Exercise Physiology degree, Bachelor of Clinical Exercise Physiology degree, Bachelor of Health Science (Sport and Exercise Science) degree or other equivalent qualification(s), including a degree that would have allowed the person to be eligible for accreditation by Exercise and Sports Science Australia upon graduation.

2. *Exercise Physiologist grade 2*

An Exercise Physiologist with additional responsibilities for example:

- a. supervision of exercise physiology/human movement students; or
- b. in charge of a section of the exercise physiology department; or
- c. employed on work which requires special knowledge or depth of experience.

3. *Health Information Management*

1. *Health Information Manager (Qualified)*

An Employee who holds a qualification that entitles them to be a full member of the Health Information Management Association of Australia Limited.

2. *Health Information Manager Grade 2*

A Health Information Manager appointed to the grade with additional responsibilities, for example:

- a. Responsible for clinical trial/data management at recognised trials including national and international trials; or
- b. Appointed in charge at a department where no other Health Information manager is employed; or
- c. Employed on work that requires special knowledge and depth of experience.

3. *Health Information Manager Grade 3*

A Health Information Manager with at least 7 years post graduate experience, possessing extensive knowledge in one or more specific branches of the profession, with a proven record in teaching and/or research, and working in an area that requires high levels of specialised knowledge and performance, as recognised by the Employer. Areas of specialty may include casemix analysis and clinical costing, specialised information technology software development and/or application, provision and/or supervision of services across a number of different (geographically or by service type) facilities, coordination of a Clinical Trials service and/or Quality Assurance project work. Parameters for this position may include some of the following: consultative role, specialised project work, lecturing in their clinical speciality, teaching undergraduate and/or post graduate students, and providing supervision and education to other Health Information Managers and employees from other disciplines.

4. **Health Information Manager Chief Positions**

1. *Chief HIM Grade 1*

An Employee in charge of 1-5 full time Health Information Managers and/or other Employees totalling at least 6 in number.

2. *Chief HIM Grade 2*

An Employee in charge of 6-14 full time Health Information Managers and/or other Employees totalling at least 15 in number.

3. *Chief HIM Grade 3*

An Employee in charge of 15-24 full time Health Information Managers and/or other Employees totalling at least 26 in number.

4. *Chief HIM Grade 4*

An Employee in charge of 25-39 full time Health Information Managers and/or other Employees totalling at least 28 in number.

5. *Chief HIM Grade 5*

An Employee in charge of 40 and over full time Health Information Managers and/or other Employees totalling at least 46 in number.

5. **Library**

1. *Medical Librarian*

An Employee who is eligible for Associate membership of the Australian Library and Information Association.

2. *Medical Librarian Grade 2*

A Medical Librarian appointed to the grade with additional responsibilities, for example:

- a. a librarian in a teaching hospital with university clinical Departments on site; or
- b. a librarian, who is required to apply specialised knowledge, and to be in charge of one or more of the following areas on the recommendation of the librarian in charge:
 - I. computerised information retrieval; or
 - II. inter library loans; or
 - III. another such area recognised by the Employer.

6. Medical Imaging Technology

1. Medical Imaging Technology Intern

An Employee employed in a centre or workplace accredited under the Diagnostic Imaging Accreditation Scheme or its successor accreditation scheme or body, who has obtained a Bachelor of Applied Science (Medical Radiations) or its equivalent and has provisional registration under the National Registration and Accreditation Scheme with the Medical Radiation Practice Board of Australia.

2. Medical Imaging Technologist (Qualified)

An Employee who has obtained a Bachelor of Applied Science (Medical Radiations) or its equivalent and is registered under the National Registration and Accreditation Scheme with the Medical Radiation Practice Board of Australia.

3. Medical Imaging Technologist Grade 2

A Medical Imaging Technologist with additional responsibilities and/or experience who demonstrates a degree of competence and ability to work independently and without supervision which reflects a level of continuing education and/or practical expertise. Parameters for this position would include one or more of the following:

- a. Supervision of other Medical Imaging employees or a section of the department; or
- b. Demonstrating extensive knowledge, experience and competence in any of the specialist modalities or areas of additional responsibilities such as ultrasound, computed tomography, digital subtraction angiography, cardiac angiography, mammography, magnetic resonance imaging, clinical teaching or quality assurance activities; or
- c. 12 months clinical experience in ultrasound and the successful completion of at least half of the postgraduate qualification in ultrasound.

4. Medical Imaging Technologist Grade 3, or Tutor (department of less than 25)

A Medical Imaging Technologist, with at least 7 years post graduate experience, possessing extensive knowledge in one or more specific branches of the profession, with a proven record in teaching and/or research; and working in an area that requires high levels of specialised knowledge and performance. Parameters for this position would include some of the following: consultative role,

lecturing or publication in their clinical speciality, teaching undergraduate and/or post graduate students and providing education to employees from other disciplines.

5. *Medical Imaging Technologist Grade 4*

A Medical Imaging Technologist in a large or multi-campus department, with at least 10 years postgraduate experience, who holds significant educational, administrative and managerial responsibilities as designated by the Chief Medical Imaging Technologist, and is at a supervisory level, either in one or more specific branches of the profession which require extensive specialised knowledge and performance, or over multiple diagnostic units in the same modality. Other responsibilities would include management of the department's clinical teaching or research program, quality assurance program or imaging specific computer systems.

6. *Medical Imaging Technologist Grade 4, Tutor (department of 25 or more)*

A Medical Imaging Technologist in a large or multi-campus department, with at least 10 years postgraduate experience, who holds significant educational, administrative and managerial responsibilities, and is at a supervisory level, either in one or more specific branches of the profession which require extensive specialised knowledge and performance, or over multiple diagnostic units in the same modality. Other responsibilities would include management of the department's clinical teaching or research program, quality assurance program or imaging specific computer systems.

7. *Deputy Chief Medical Imaging Technologist*

A qualified Medical Imaging Technologist appointed to assist and to deputise for the Chief Medical Imaging Technologist:

- a. Grade 1 - Where the Chief is classified at Grade 2; or
- b. Grade 2 - Where the Chief is classified at Grade 3; or
- c. Grade 3 - Where the Chief is classified at Grade 4; or
- d. Grade 4 - Where the Chief is classified at Grade 5.

7. Music Therapy

1. Music Therapist (Qualified)

An Employee with a tertiary degree or an equivalent qualification in the field of music therapy or such courses recognised by the Australian Music Therapy Association as being equivalent.

2. Music Therapist Grade 2

A Music Therapist appointed to the grade with additional responsibilities, for example:

- a. Teaching of therapy students; or
- b. Is in charge of a Music Therapy section of the therapy department; or
- c. Holds an equivalent position at a smaller establishment.

8. Nuclear Medicine Technology

1. Nuclear Medicine Technology Intern

An Employee employed in a centre or workplace accredited under the Diagnostic Imaging Accreditation Scheme or its successor accreditation scheme or body, who has obtained a Bachelor of Applied Science in Medical Radiations (Nuclear Medicine Technology) or its equivalent and has provisional registration under the National Registration and Accreditation Scheme with the Medical Radiation Practice Board of Australia.

2. Nuclear Medicine Technologist (Qualified)

An Employee who has obtained a Bachelor of Applied Science in Medical Radiations (Nuclear Medicine Technology) or its equivalent and who is registered under the National Registration and Accreditation Scheme with the Medical Radiation Practice Board of Australia.

3. Nuclear Medicine Technologist Grade 2

A Nuclear Medicine Technologist with additional responsibilities which requires special knowledge of depth of experience.

4. Nuclear Medicine Technologist Grade 3

A Nuclear Medicine Technologist with at least 7 years post graduate experience, possessing extensive knowledge in one or more specific branches of the profession, with a proven record in teaching and/or research, and working in an area that requires high levels of specialised knowledge and performance. Parameters for this position would include some of the following: consultative role, lecturing or publication in their clinical speciality, teaching undergraduate and/or post graduate students and providing education to employees from other disciplines.

5. *Nuclear Medicine Technologist Grade 4*

A Nuclear Medicine Technologist in an amalgamated or multi-campus department, with at least 10 years postgraduate experience, who holds significant educational, administrative and managerial responsibilities as designated by the Chief Nuclear Medicine Technologist, or other relevant manager in an amalgamated department, and is at a supervisory level in one or more specific branches of the profession which require extensive specialized knowledge and performance. Other responsibilities would include management of the department's clinical teaching or research program, quality assurance program or imaging specific computer systems.

9. **Occupational Therapy**

1. *Occupational Therapist (Qualified)*

An Employee who is eligible to be registered as an Occupational Therapist under the National Registration and Accreditation Scheme with the Occupational Therapy Board of Australia.

2. *Occupational Therapist Grade 2*

An Occupational Therapist appointed to the grade, with additional responsibilities, for example:

- a. Teaching of Occupational Therapy Students; or
- b. Is in charge of a section of the Occupational Therapy department; or
- c. Holds an equivalent position at a smaller establishment.

10. Orthoptics

1. Orthoptist (Qualified)

An Employee holding a qualification recognised by the Australian Orthoptic Board.

2. Orthoptist Grade 2

An Orthoptist appointed to the grade, with additional responsibilities, for example:

- a. Teaching of Orthoptic Students; or
- b. Employed on work which requires special knowledge and depth of experience; or
- c. Is in charge of a section of the Orthoptic Department.

11. Orthotics/Prosthetics

1. Orthotist/Prosthetist (Qualified)

An Employee who is eligible for full membership of the Australian Orthotic Prosthetic Association Inc.

2. Orthotist/Prosthetist Grade 2

An Orthotist/Prosthetist appointed to the Grade, with additional responsibilities, for example:

- a. Teaching of Orthotist/Prosthetics students; or
- b. Employed on work which requires special knowledge and depth of experience, for example scoliosis, cerebral palsy, spinal cord injuries, plastic surgery, or is part of an amputee clinical team; or
- c. Supervision of a section of the Orthotic/Prosthetic Department.

3. Chief

An Employee immediately responsible to Senior Management for the organisation of the department.

4. Grade 1

An Employee in charge of 1 to 3 full-time professionals.

5. *Grade 2*

An Employee in charge of 4 to 8 full-time professionals.

6. *Grade 3*

An Employee in charge of 9 to 14 full-time professionals.

12. Photography or Illustration

1. *Medical Photographer/Illustrator*

An Employee possessing a Diploma or Degree in Photography or Art as recognised by the Australian Institute of Medical and Biological Illustration.

2. *Medical Photographer/Illustrator Grade 2*

A Medical Photographer/Illustrator appointed to the grade, with additional responsibilities, for example:

- a. Teaching and or supervision of employees; or
- b. Employed on work which requires special knowledge or depth of experience.

13. Physiotherapy

1. *Physiotherapist (Qualified)*

An Employee who is eligible to be registered as a Physiotherapist under the National Registration and Accreditation Scheme with the Physiotherapy Board of Australia.

2. *Physiotherapist Grade 2*

A Physiotherapist appointed to the grade, with additional responsibilities, for example:

- a. Teaching of Physiotherapy Students; or
- b. Employed on work which requires special knowledge and depth of experience, for example in neurosurgery, surgical thoracic, plastic surgery, cerebral palsy, traumatic spinal cord lesions; or

- c. Is in charge of a section of the Physiotherapy Department; or
- d. Holds an equivalent position at a smaller establishment,

14. Podiatry

1. Podiatrist (Qualified)

An Employee who is eligible to be registered as a Podiatrist under the National Registration and Accreditation Scheme with the Podiatry Board of Australia.

2. Podiatrist Grade 2

A Podiatrist appointed to the grade, with additional responsibilities, for example:

- a. Teaching of Podiatry students; or
- b. Employed on work which requires special knowledge or depth of experience, for example in diabetes mellitus, peripheral vascular disease, cerebro-vascular accident, arthroses, orthotic/prosthetic therapy, nail surgery and local anaesthesia; or
- c. Is in charge of a Section or Annexe of the Podiatry Department.

15. Radiation Therapy Technology

1. Intern

A person employed in a centre accredited by the Australian Institute of Radiography or its successor accreditation scheme or body, who has obtained a Bachelor of Applied Science (Radiation Therapy) or its equivalent and has provisional registration under the National Registration and Accreditation Scheme with the Medical Radiation Practice Board of Australia.

2. Radiation Therapy Technologist (Qualified)

An Employee who has obtained a Bachelor of Applied Science (Radiation Therapy) or its equivalent and is registered under the National Registration and Accreditation Scheme with the Medical Radiation Practice Board of Australia and is engaged in therapeutic duties.

3. Radiation Therapy Technologist Grade 2

A qualified radiation therapy technologist appointed to this grade who is required to undertake additional responsibilities such as a major tutoring role or a role requiring specialised knowledge in computer technology, simulation or brachytherapy,

4. *Radiation Therapy Technologist Grade 2 (a)*

Second in charge of Treatment Unit - A qualified radiation therapy technologist appointed to this grade and who is required to undertake responsibility additional to that of the grade 1 radiation therapy technologist.

5. *Radiation Therapy Technologist Grade 2 (b)*

In charge of a Treatment Unit- A qualified radiation therapy technologist appointed to this grade and who is in charge of a Treatment Unit (MVT, DXRT, SXRT), peripheral unit, or planning sub-unit.

6. *Radiation Therapy Technologist Grade 2 (c)*

- a. In charge of a departmental unit- A qualified radiation therapy technologist appointed to this grade and who is in charge of a treatment, planning or peripheral unit; or
- b. Major Administrative role - A qualified radiation therapy technologist appointed to this grade and who undertakes significant administrative or educational responsibility.

7. *Radiation Therapy Technologist Grade 3*

Major Administrative role - A qualified radiation therapy technologist appointed to this grade and who undertakes significant administrative or educational responsibility.

8. *Grade 4 Assistant Radiation Therapy Manager Level 1*

A registered radiation therapist required to efficiently and effectively lead, manage and provide direction to a Section or substantial operational area of the radiation therapy service.

9. *Grade 4 Assistant Radiation Therapy Manager Level 2*

A state registered radiation therapist required to efficiently and effectively lead, manage and provide direction to a Section or substantial operational area in a large multi campus radiotherapy service, or a satellite centre of the radiation therapy service.

10. *Grade 5 Deputy Radiation Therapy Manager Level I*

A registered radiation therapist required to provide management assistance and operational support to the Radiation Therapy Manager in ensuring the efficient and effective development and delivery of a high quality radiation therapy service.

11. *Grade 6 Radiation Therapy Manager Level 1*

A registered radiation therapist responsible for the effective and efficient management, operation, development and delivery of a high quality radiation therapy service.

16. **Recreation Therapy**

1. *Recreation Therapist (Qualified)*

An Employee employed as such with a degree or equivalent in Recreation or Physical Education.

2. *Recreation Therapist Grade 2*

A Recreation Therapist appointed to the grade with additional responsibilities, for example:

- a. Teaching of Therapy Students; or
- b. Is in charge of a recreation therapy section of the therapy department.

17. **Social Work**

1. *Social Worker (Qualified)*

An Employee whose qualifications make him or her eligible for membership of the Australian Association of Social Workers and who is formally employed as a Social Worker.

2. *Social Worker Grade 2*

A Social Worker appointed to the grade with additional responsibilities, for example:

- a. Teaching of Social Work students; or
- b. Employed on work which requires special knowledge and depth of experience, for example
 - i. Individual and family and/or group practice; or

- II. Program development and management; or
- III. Research evaluation; or
- c. Is in charge of a section of the Social Work Department.

18. Speech Pathology

1. *Speech Pathologist (Qualified)*

An Employee holding a Bachelor of Applied Science in Speech Pathology, or an equivalent qualification as recognised by Speech Pathology Australia.

2. *Speech Pathologist Grade 2*

A Speech Pathologist appointed to the Grade, with additional responsibilities, for example:

- a. Supervision of Speech Pathology Students; or
- b. Is in charge of a section of the Speech Pathology Department; or
- c. Holds an equivalent position at a smaller establishment

19. General Definitions

1. *Grade 3 Allied Health*

To be eligible to be appointed to the classification of UG1 Grade 3 an employee must:

- a. be classified under the UG 1 classification structure; and
- b. have at least 7 years postgraduate experience; and
- c. hold significant educational, administrative and/or managerial responsibilities; and
- d. work in an area that requires high levels of specialist knowledge. Parameters of this position would include at least two of the following:
 - I. consultative role; or
 - II. lecturing in their clinical speciality; or

- III. teaching under graduates and/or post-graduate students; or
- IV. providing education to employees from other disciplines.

2. *Grade 4 Allied Health*

To be eligible to be appointed to the classification of UG1 Grade 4 an employee must:

- a. be classified under the UG 1 classification structure; and
- b. have at least 10 years postgraduate experience; and
- c. hold significant educational, administrative and/or managerial responsibilities; and
- d. have and be able to demonstrate extensive specialised knowledge and skills, in one or more of the specific branches of the discipline.

An employee who is appointed to the UG1 Grade 4 classification will be accountable and responsible for areas including management and supervision of the discipline's clinical practice, teaching, research program and/or human resources.

3. *Allied Health Grade 4/Clinical Educator (Department of 25 or more)*

An employee classified under the UG 1 classification structure in a large or multi-campus department with at least 10 years postgraduate experience, who holds significant educational, administrative and managerial responsibilities and is at a supervisory level in one or more of the specific branches of the discipline which require extensive specialised knowledge and performance. Other responsibilities would include management of the department's clinical teaching, research program or quality assurance program. An Employer is not obliged to employ to the Grade 4 Allied Health/ Clinical Educator unless the work described by this classification is required by the employer to be undertaken by the employee.

4. *Chiefs and Deputy Chiefs*

For the purposes of classifying all Chief and Deputy Chief positions it will be necessary to divide the number of hours worked by relevant professionals (including interns) or total employees as the case may be, in that department by 38 with any fraction being taken to the next whole number.

In addition when classifying Chief positions in Physiotherapy, Occupational Therapy, Speech Pathology, Medical Imaging Technology, Nuclear Medicine Technology or Radiation Therapy Technology, Podiatry, Medical Record Administration, Medical Photography/Illustration, Medical

Library, Music Therapy, Research Technology, Recreation Therapy, Cardiac Technology, Orthoptics, Social Work and Prosthetics and Orthotics, a Chief position which is classified two grades or more below that of an allied Chief (that is either in the therapy stream or the radiation related stream) in the employ of the same employer, shall be reclassified to the next available Chief grade.

5. *All other Deputy Chief Positions*

An Employee qualified in the profession and appointed to assist and to deputise for the Chief where the Chief is classified at Chief Grade 2 or higher.

6. *All other Chief Positions*

An Employee appointed as such who is responsible for the organisation of the department and the supervision of employees.

7. *Chief Grade 1*

An Employee in charge of 1-5 full-time professionals and/or other employees totalling at least 6 in number.

8. *Chief Grade 2*

An Employee in charge of 6-14 full-time professionals and/or other employees totalling at least 15 in number.

9. *Chief Grade 3*

An Employee in charge of 15-24 full-time professionals and/or other employees totalling at least 26 in number.

10. *Chief Grade 4*

An Employee in charge of 25-39 full-time professionals and/or other employees totalling at least 28 in number.

11. *Chief Grade 5*

An Employee in charge of 40 and over full-time professionals and/or other employees totally at least 46 in number.

12. *Head of Discipline*

See Parts 5.9.24 to 5.9.26.

UG3 CLASSIFICATIONS

This Appendix contains the full list of UG3 classifications.

The parties acknowledge that at the time of certification a number of these classifications are not directly applicable to Ramsay Health Care hospitals.

There is no obligation on the employer to appoint an employee to a UG3 classification unless the work described in that classification definition is required by the employer to be undertaken by an employee.

1 Medical Laboratory Technology

1. *Qualified Medical Laboratory Technician*

An Employee employed as such who holds a Certificate or Associate Diploma of Applied Science (Medical Laboratory) or equivalent.

2. *Medical Laboratory Technician Trainee*

An Employee engaged in studies leading to the above qualification.

3. *Medical Laboratory Technician Grade 2*

A Medical Laboratory Technician appointed to the Grade with additional responsibilities, for example:

- a. Employed on work which requires special knowledge or depth of experience; or
- b. Has a teaching role.

2 Renal Dialysis Technology

1. *Renal Dialysis Technician (Grade 1)*

An Employee who is engaged as such in a renal dialysis unit.

3. Child Psychotherapy

An Employee employed as such with a relevant tertiary qualification and eligible for membership of the Victorian Child Psychotherapists Associations Inc.

1. Level 1 - Child Psychotherapist

An employee engaged as a Child Psychotherapist who holds a basic bachelor degree in Occupational Therapy, Psychology, Psychiatry, Psychiatric Nursing, , Speech Pathology or Social work and has at least two years post graduate clinical experience in a child mental health setting as a pre-requisite for acceptance into Psychotherapy training, and

- i. Is undertaking a recognised post-graduate study as a Psychotherapist; and
- ii. Provides a clinical service under supervision. Provided further that an Employee classified at level 1 shall have his or her years of service recognised one, two or three years in advance if the Employee holds an Honours, Masters or Doctorate respectively.

2. Level 2 - Qualified Child Psychotherapist

- i. Has completed a post-graduate course of study in Psychotherapy; and
- ii. Provides a clinical service.

3. Level 3 - Senior Child Psychotherapist

An Employee appointed as such. Appointees will provide:

- i. A specialist clinical service;
- ii. Teaching/supervision for employees on a recognised Psychotherapy training program;
- iii. A Psychotherapy component to the Child and Family Psychiatry Department's Continuing Education Program;
- iv. Accept responsibility for a clinical consultation service to professional staff within and external to the hospital.

4. Level 4 - Principal Child Psychotherapist

- i. Holds a basic bachelor degree in an appropriate field; and

- ii. Has at least 5 - 6 years clinical experience since completing a post-graduate course in Psychotherapy; and
- iii. Is expected to ensure and maintain the provision of a high professional standard of specialised psychotherapy service delivery; and
- iv. Is responsible and accountable for the administration of a psychotherapy unit within an organization; and
- v. Is responsible for formulating and implementing policies for the psychotherapy discipline in consultation with the Professor/Director of the Department of Child and Family Psychiatry; and
- vi. Is responsible for the clinical supervision of qualified psychotherapy staff; and
- vii. Holds major training responsibilities in one or more of the Psychotherapy Training Schools; and
- viii. Is responsible for initiating and conducting relevant research.

4. Welfare Work

Welfare Work within Social and Community Service includes:

- a) Information collection and provision related to benefits and services and community resources available to clients;
- b) Assistance in the resolution of specified problems;
- c) Supportive counseling to clients without complex personal problems;
- d) Direct service provision and care for people in residential settings, day and occasional care settings;
- e) Referral and liaison to other professionals and agencies; and
- f) Community work including the organising of community facilities to meet gaps in services or developing community interest and action in providing for social welfare needs.

1. *Qualified Welfare Worker*

An Employee working in the field of social and community service who is qualified from a tertiary institution after two years' study (one year if admission age is 21 years or over) including major studies in welfare work. Provided that an Employee covered by this classification may, by way of practical experience in welfare work or related areas of employment, be recognised by notice in writing by his or her Employer as coming within the scope of this definition.

2. *Welfare Worker Class I*

All qualified Welfare Workers, appointed as such, who perform their duties under supervision.

3. *Welfare Worker Class II*

All qualified Welfare Workers, who are appointed to work as such, and who have some administrative responsibility, including:

- i. A Welfare Worker in charge of an agency or department, with a staff of up to 3 workers *covered* under this Agreement, or with a staff of at least one worker covered under this Agreement and other employees, totalling at least 6 in number, who are employed as part of the permanent establishment on a regular monthly contract of employment of at least the normal full-time ordinary hours of such agency or department; or
- ii. A sole Welfare Worker who shall have a minimum of twelve months experience (although this condition may be waived by mutual agreement between the Employer and Employee); or
- iii. A Welfare Worker appointed to be responsible for a major activity or group of activities within an Agency or department; or
- iv. A Welfare Worker appointed as a Deputy to a Welfare Worker Class III.

4. *Welfare Worker Class III*

All qualified Welfare Workers appointed as such to positions including:

- i. A Welfare Worker in charge of an Agency or Department with a staff of more than 3 and up to 7 workers, covered under this Agreement, or with a staff of at least two workers *covered* under this Agreement, plus other employees totalling 12 in number, who are employed as part of the permanent establishment on a regular

monthly contract of employment of at least the normal full-time ordinary hours of such Agency or Department;

- ii. A Welfare Worker appointed as a Deputy to a Welfare Worker Class IV;
- iii. A Welfare Worker in a position which requires special skill and experience and where the responsibilities are mutually agreed by the Employer and Employee to be equal to those of a Welfare Worker appointed under (i) hereof.

5. *Welfare Worker Class IV*

All qualified Welfare Workers appointed as such who have a senior administrative responsibility including:

- i. A Welfare Worker in charge of an Agency or Department with a staff of 8 or more Employees, covered under this Agreement, or with a staff of at least 6 Employees covered under this Agreement, plus other employees totalling at least 13 in number who are employed as part of the permanent establishment on a regular monthly contract of employment of at least the normal full-time ordinary hours of such Agency or Department;
- ii. Any Welfare Worker employed in a position the responsibilities of which are mutually agreed by the Employer and the Employee to be equal to those of a Welfare Worker employed under (i) hereof.

5. *Community Development Worker*

Community means a group defined in geographical, cultural, economic, social, demographic, special interest, and/or political terms and is deemed to include those based on gender, race, ethnicity, disability, workplace, residence or age and may be self defined.

Community Development Work means working with a community to address issues, needs and problems for that community through facilitating collective solutions, by the use of one or more of the following:

- a) Research and analysis of community issues, needs or problems;
- b) Development and maintenance of community resources;

- c) Community organisation;
- d) Development, maintenance and evaluation of community programs;
- e) Community policy development, interpretation and implementation;
- f) Community planning;
- g) Representation, advocacy, negotiation and mediation within and between communities, agencies, institutions and government;
- h) Development and maintenance of networks;
- i) Liaison with community groups, other workers and professional, agencies and government;
- j) Development and transfer of skills and knowledge in community organisation, community education, advocacy, resource development, cultural awareness and other relevant areas, within the community;
- k) Public and community education and public relations;
- l) Preparation and distribution of written, audio-visual and other material as required;
- m) Administrative tasks associated with the maintenance of 'community' projects including preparation of submissions, reports of financial documentation;
- n) Assisting individual members of a community in relation to other professionals, institutions, community agencies, government and other bodies;
- o) Community campaign development and organisation, but excluding the predominant use of direct service delivery to clients, individual casework and counselling.

1. *Community Development Worker*

Any person (however titled) carrying out Community Development Work in:

- i. Community or neighbourhood houses and learning centres;
- ii. Community housing or tenant's rights services or projects;
- iii. Equal opportunity or affirmative action projects;
- iv. Women's service or projects;

- v. Disabilities rights projects and services for people with disabilities;
- vi. Community financial counselling services, community legal services, social justice services or projects, community health and occupational health and safety projects;
- vii. Self-help groups or projects;
- viii. Environmental action groups or projects;
- ix. Community information projects or services;
- x. Community arts, writing, theatre or other cultural projects;
- xi. International aid agencies or projects;
- xii. Any agency, group, project or service including the following;
 - A. Aboriginal community workers, including Aboriginal Health liaison Officers;
 - B. Ethnic community workers (however titled), including Ethnic health workers;
 - C. Community education officers.

2. *Qualified Community Development Worker*

An Employee engaged in Community Development Work who holds a post-secondary qualification in Community Work, Community Education Multicultural or Ethnic Studies, Aboriginal Studies, Urban Studies, Community or Welfare Administration (all however titled) or a related and relevant post secondary qualification from a post-secondary educational institution.

For the purposes of this clause post-secondary qualifications in Social Work, Welfare Work and Youth Work (however titled) are recognised as relevant qualifications.

An Employee may, through practical experience and skills in Community Development Work, or related areas of employment, be recognised by notice in writing by the Employer as coming within the scope of this definition.

An Indigenous Community Worker who has participated in relevant short courses of training in the practical skills of community development work is deemed to be a Qualified Community Development Worker when engaged in Community Development Work with or within his or her 'Indigenous Community'.

3. *Unqualified Community Development Worker*

An Employee engaged in Community Development Work who is not a Qualified Community Development Worker.

4. *Indigenous Community Development Worker*

An Employee who has:

- i. direct life experience in and as a member of a particular 'community' (as defined) from which the Employee is drawn and in which she or he is working;
- ii. knowledge, skills and experience of the culture in which she or he belongs;
- iii. fluency in the community language/s (where relevant).

An 'Indigenous Community Development Worker' includes an Aboriginal worker working with an Aboriginal Community, an Ethnic Worker working with the relevant Ethnic Community and a Self-Help Worker employed to work with the Self-Help community from which she or he came.

5. *Community Development Worker Class I*

All persons who are performing Community Development Work under the direct supervision of more experienced community development workers who must be based in the same workplace as the persons being supervised.

6. *Community Development Worker Class II*

An Employee who is performing Community Development Work and who is not working under the direct supervision of a more experienced community development worker and includes a sole community development worker employed in a workplace or one who has unsupervised administrative responsibilities.

7. *Community Development Worker Class III*

All persons performing Community Development Work who are required to provide direct supervision of other community development workers, administrative or support workers. A community development worker employed in a position which requires special skill and experience and where the responsibilities are mutually agreed by the Employer and Employee to be equal to those of a Community Development Worker Class III may be employed as such.

6. Technical Officer

All work levels are performed in a Biomedical engineering or Medical Physics environment and are concerned with the management or repair/ calibration and clinical use of hospital based technology.

1. Technical Officer Grade 1

With close technical guidance, and as a Technical practitioner, perform straightforward relevant tasks.

2. Technical Officer Grade 2

With technical guidance, and as a Technical practitioner, perform straightforward relevant tasks or activities.

3. Technical Officer Grade 3

With limited guidance, and as a Technical practitioner, perform straightforward relevant tasks, activities or functions of a moderately complex nature.

4. Technical Officer Grade 4

With limited guidance or within broad guidelines perform activities or functions either as a Technical practitioner, Technical specialist or a Technical manager at moderately to very complex levels with limited management responsibility and corporate impact.

7 Biomedical Technology

1. Biomedical Technologist

An Employee with Diploma Qualifications or their equivalent who is principally involved in duties including construction, maintenance, inspections, acceptance tests and quality tests on Biomedical Equipment and who provides other hospital employees with advice concerning suitability, reliability and correct use of Biomedical equipment.

2. Biomedical Technologist Radiation

An Employee with diploma qualifications or equivalent who is principally involved in duties including the construction, maintenance, tests, inspections, acceptance tests and quality tests on Biomedical

Radiation equipment and who provides other hospital employees with advice concerning suitability, reliability and correct usage of Biomedical Radiation equipment.

8. Client Adviser/Rehabilitation Consultant

An Employee employed as a Client Adviser/Rehabilitation Consultant who possesses an appropriate degree in the health welfare or vocational fields.

1. Grade 2 Client Adviser/Rehabilitation Consultant

A qualified Client Adviser/Rehabilitation Consultant appointed to the Grade with additional responsibilities, e.g. Employed on work that requires special knowledge or depth of experience in the rehabilitation area.

2. Grade 3 Senior Clinician or Senior Client Adviser/Rehabilitation Consultant

- i. A Senior Clinician is a qualified Client Adviser/Rehabilitation Consultant with at least 7 years' experience, possessing specific knowledge in a branch of the profession and working in an area that requires high levels of specialist knowledge as recognised by the Employer. Parameters of this position would include some of the following: consultative role, lecturing in their clinical specialty, teaching under- graduates and/or post-graduate students and providing education to employees from other disciplines; or
- ii. A Senior Client Adviser or Rehabilitation Consultant is a qualified Client Adviser/Rehabilitation Consultant who has at least 7 years' experience and/or experience in the rehabilitation process deemed satisfactory by the Employer and who undertakes additional responsibility in regards to administration and supervision of employees and/or management.

3. Grade 4 Principal Client Adviser/Rehabilitation Consultant

A Principal Client Adviser/Rehabilitation Consultant has responsibility for the overall rehabilitation process and/or service delivery.

9. Dental Technician

1. *Dental Technician Level I*

An Employee who has successfully completed a trade certificate course and is a licensed Dental Technician.

2. *Dental Technician Level II*

An Employee who is a licensed Dental Technician and is appointed Technician in Charge and is either:

- I. a Dental Technician responsible for the production and quality of work of a specialist unit; or
- II. is appointed as such and is responsible administration and efficient functioning of Dental Technician Services.

3. *Foreman Dental Technician*

An Employee who is a licensed Dental Technician and is either:

- I. responsible to the Dental Laboratory Manager for production and quality of work of a major section; or
- II. is appointed as such and is responsible for the administration and efficient functioning of Dental Technician Services.

4. *Dental Laboratory Manager*

An Employee who is a licensed Dental Technician and is appointed Dental Laboratory Manager, responsible to the Director of Dental Services for the administration and efficient functioning of the Dental Technician Services.

5. *Dental Prosthetist*

- i. An Employee appointed as such who is responsible to the Head of Practice Dentistry for the clinical stages of patients, and any instruction of Dental Technicians in the laboratory stages of treatment.
- ii. A Dental Prosthetist appointed on or after 1 January 1995 must have successfully completed an Associate Diploma in Dental Technology.

MEDICAL SCIENTISTS CLASSIFICATIONS

Scientist or medical technologist means a person:

- a) who holds a degree of Bachelor of Science of a Victorian University or its equivalent as determined by any such University; or
- b) who holds a degree of Bachelor of Applied Science from a College of Advanced Education as registered in the National Register of awards in Advanced Education; or
- c) who is eligible for Associate Membership of the Australian Institute of Medical Scientists (AIMS); or
- d) who is engaged in studies leading to the attainment of being eligible for Associate Membership of the AIMS; or
- e) who is eligible for ordinary membership of the Neurophysiological Sciences Society of Australasia; or
- f) who is eligible for full membership of the Australasian Board Of Cardiovascular Perfusion; or
- g) who is eligible for ordinary membership of the Australian and New Zealand Society of Respiratory Science Ltd.

1. Scientist - Grade I

A Scientist who, under direction and supervision of more senior scientific employees undertakes laboratory or scientific work.

Provided that:

- a. A scientist who holds or is qualified to hold the degree of Master of Applied Science or Master of Science will be entitled to be classified as a Scientist – *Grade 1, 3rd year of experience after qualification*, provided further that a scientist so classified will not be entitled to the higher qualification payment prescribed for a further period of two years; and
- b. A scientist who is a Fellow of the Australian Institute of Medical Laboratory Scientists or is qualified to hold a degree of Doctor of Philosophy will be entitled to be classified as a *Scientist -*

Grade 1, 5th year of experience after qualification, provided further that a scientist so classified will not be entitled to the higher qualification payment prescribed for a further period of two years.

2. *Scientist - Grade II*

A Scientist who:

- a. supervises the scientific work in a Class 4 department/unit/section;•
- b. has at least 6 years' experience, and who through exhibiting excellence in their professional skills and/or is required to apply a level of performance worthy of additional remuneration; or
- c. is engaged on specialised scientific work or work of a research or developmental nature which is not under the direct supervision of more senior scientific employees; or
- d. is a deputy to a Grade III scientist.

Provided that a Scientist Grade I - 6th year of experience and thereafter appointed to this grade will be paid at the Scientist Grade II - 2nd year after appointment rate.

A scientist performing out of hours work and doing so alone and unsupervised will be classified at not less than Grade II for the period of time so worked.

3. *Scientist - Grade III*

A Scientist who:

- a. is a deputy to a Grade IV scientist; or
- b. has been qualified (as defined) for at least 10 years and is engaged on specialised scientific work of a research or developmental nature.

4. *Scientist – Grade N*

A Scientist who:

- a. is a senior specialist having advanced professional knowledge and extensive experience regularly engaged in dealing with highly complex problems in an aspect of scientific work.

5. *Scientist - Grade V*

A Scientist who is appointed as a senior principal research scientist. He/she is required to have an international reputation of a high order in a significant field of research as made evident by his/her published contributions in the field as recognised by his/her peers in the international scientific community.

6. *Scientist Deputy Director*

A Scientist who:

- a. Where there is not a Scientist Director, is the senior scientist in a Class 1 department/unit/section; or
- b. where there is a Scientist Director, is the next most senior scientist in a Class 1 department/unit/section.

7. *Scientist Director*

Is a Scientist who is appointed a *Director of a Department in a Teaching Hospital* (as defined), or is appointed to relieve the *Director of a Department in a Teaching Hospital* (as defined), and who assumes the same responsibilities as the Director as a result of such appointment for a period exceeding four (4) weeks.

For the purpose of this schedule -

- a. the '1st year of experience after qualification' will be deemed to commence on the 1st day of January in the year following the year during which the scientist presented himself for final examination which, if successful, would entitle the scientist to the degree of Bachelor of Science or Bachelor of Applied Science (Medical Laboratory Science).

Where a scientist was required to attend a supplementary examination, such scientist will, if successful, be deemed to have passed the final examination in the year during which such final examination was held. Where a Scientist Grade 1 - 1st year of experience after qualification commences employment during the first year after qualification, such scientist will be advanced to the classification Scientist Grade 1 2nd year of experience after qualification as 'from the 1st day of January in the next succeeding year.

Upon appointment, a scientist will be notified in writing of his or her grading and classification within that Grade.

8. *Higher Qualifications Allowance*

Where a Scientist has a higher qualification he or she will be paid in addition the following:

- a. *Post Graduate Diploma or Degree (or equivalent) or Masters, as detailed in Part 5.9 – Allowances – Qualifications Allowance.*

For M.A.A.C.B., Diploma of Bacteriology, M.Sc., M.App. Sc., M.A.J.P., H.G .S.A. C.C., Graduate Diploma in Health Administration or any other recognised equivalent Degree or Diploma from a tertiary institution;

- b. *Doctorate, as detailed in Part 5.9 – Allowances – Qualifications Allowance.*

For F.A.A.C.B., F.A.I.M.L.S., D.Sc., Ph.D., F.A.I.P. or F.I.M.L.S - Such allowance will not be cumulative in the case of multiple higher qualifications. The aforementioned allowances will not be applicable to Scientists appointed to the positions of *Director* or *Deputy Director of a Department* or to the classification *Scientist - Grade V*.

DIETITIANS / NUTRITIONISTS CLASSIFICATIONS

Dietitian shall mean a person who is eligible for full membership of the Dietitians Association of Australia.

Nutritionist shall mean an Accredited Nutritionist as recognized by the Dietitians Association of Australia.

1. *Dietitian/Nutritionist Grade 1*

A dietitian/nutritionist who under routine direction and supervision of a more experienced dietitian performs dietetics work.

Provided that:

- a. A qualified dietitian/nutritionist who first commences employment on or after 25 April 1983, will commence on the rate of Dietitian Grade 1, 2nd year of experience after qualification;
- b. A dietitian/nutritionist who holds or is qualified to hold the degree of Bachelor of Science with Honours will be entitled to commence on the rate of Dietitian Grade 1, 3rd year of experience after qualification;

- c. A dietitian/nutritionist who holds or is qualified to hold the degree of Master of Science will be entitled to commence on the rate of Dietitian Grade 1, 4th year of experience after qualification, provided further that such dietitian will not be entitled to the higher qualification payment prescribed for a further period of two years;
- d. A dietitian/nutritionist who holds or is qualified to hold the degree of Doctor of Philosophy will be entitled to commence on the rate of Dietitian Grade 1, 5th year of experience after qualification, provided further that such dietitian will not be entitled to the higher qualification payment prescribed for a further period of two years;

2. *Dietitian/Nutritionist Grade 2*

A dietitian/nutritionist appointed to this grade who:

- a. Is in charge of a major section of a department recognised by the employer; or
- b. Supervises dietetic students; or
- c. Is employed on work which requires special knowledge or depth of experience in clinical nutrition, nutrition education, health promotion, nutritional support or rehabilitation.

3. *Dietitian/Nutritionist Grade 3*

A dietitian/nutritionist appointed to this grade, with additional responsibilities, i.e.:

- a. A dietitian/nutritionist who is in charge of a Group 2 department; or
- b. A dietitian/nutritionist appointed deputy to the dietitian in charge of a Group 1 department; or
- c. A dietitian/nutritionist with at least seven years experience, possessing specific knowledge in a branch of nutrition or dietetics and working in an area that requires high levels of specialist knowledge as recognised by the employer. Parameters of this position would include some of the following: consultative role, lecturing in a dietetic/ nutrition specialty, teaching undergraduates and/or post-graduate students and providing education to staff from other disciplines.

4. *Dietitian/Nutritionist Grade 4*

A dietitian/nutritionist who is in charge of a Group 1 department.

5. *Higher Qualifications Allowance*

A dietitian/nutritionist with a higher qualification, who performs the class of work relating to the said qualifications, will receive in addition to the weekly rate of pay specified:

- a. *Post Graduate Diploma or Degree (or equivalent) or Masters, as detailed in Part 5.9 – Allowances – Qualifications Allowance.* For M.Sc., H.G .S.A. C.C., Graduate Diploma in Health Administration or any other recognised equivalent qualification from a tertiary institution;
- b. *Doctorate, as detailed in Part 5.9 – Allowances – Qualifications Allowance.* For Ph.D., D.Sc. or F.I.M.L.S.

PSYCHOLOGISTS CLASSIFICATIONS

1. *Psychologist Grade I*

A person who is registered by the Psychology Board of Australia as a probationary psychologist. Such a person must be directly supervised by a more senior fully registered psychologist who is employed in the same physical work location.

2. *Psychologist Grade II*

A person registered or fully eligible to be registered as a psychologist, not requiring supervision, and not supervising other psychologists.

3. *Psychologist Grade III*

A psychologist with a minimum of five years' experience responsible for the supervision of other psychologists and/or engaged in work requiring specialist knowledge and skill, or involving a significant degree of administration, policy and/or planning involvement.

4. *Psychologist Grade IV*

A senior psychologist responsible for the administration of a unit, or a group of psychologists or other counselling employees. Usually responsible for the co-ordination of a number of sections of a service.

5. *Higher Qualifications Allowance*

A psychologist with a higher qualification, who performs the class of work relating to the said qualifications, will receive in addition to the weekly rate of pay specified:

- a. *Post Graduate Diploma or Degree (or equivalent) or Masters, as detailed in Part 5.9 – Allowances – Qualifications Allowance.* For M.A., M.Sc., M. Psych., Membership of the Specialist Boards of The Australian Psychological Society Boards of Clinical Psychologists, Counselling Psychologists, and Neuro-psychologists of the Australian Psychological Society, M.B.A., Post Graduate Diploma in Health Administration, or any other recognised equivalent qualification from a tertiary institution.
- b. *Doctorate, as detailed in Part 5.9 – Allowances – Qualifications Allowance.* For Ph.D., D.Sc., D. Psych or a recognised, equivalent qualification.

PHARMACISTS CLASSIFICATIONS

Pharmacists Classification Definitions

Pharmacist

A Pharmacist is a person registered with the Pharmacy Board of Australia.

Student Pharmacist

A Student Pharmacist, means a person undertaking the course of Bachelor of Pharmacy and who has not completed the Pharmacy III examinations, shall be paid at the rate of 27% of the rate prescribed for the "Pharmacist grade I - 1st year of experience after registration".

Trainee Pharmacist

A Trainee Pharmacist, means a person who has completed the course of Bachelor of Pharmacy or an equivalent Pharmacy course recognised by the Pharmacy Board of Australia., and who is undergoing the practical training prescribed by the Pharmacy Board, prior to registration as a Pharmacist.

A Trainee Pharmacist shall be paid at the rate of 80% of the rate prescribed for the "Pharmacist grade I - 1st year of experience after registration". Wages for Students and Trainees shall be calculated to the nearest 10 cents, 5 cents or less in a result to be disregarded.

Pharmacist grade 1

Year 1

Year 2

Year 3

Year 4

Year 5

Provided that any employee who holds the degree of Master of Science or Master of Pharmacy of the Victorian College of Pharmacy, or its equivalent as recognised by the Victorian College of Pharmacy shall be entitled to be classified as a "Pharmacist grade 1 - 3rd year of experience after registration".

Pharmacist grade 2

A Pharmacist appointed as such or is an employee who is entitled to be classified at least as, or higher than, a "Pharmacist grade 1 - 2nd year of experience after registration" who has additional responsibilities, e.g.:

- teaching Pharmacy Students or Trainees;
- is employed on work which in the opinion of the Director of Pharmacy, as defined, requires special knowledge or depth of experience, e.g.: in ward pharmacy, oncology, specialised manufacturing, drug information, formal clinical trials, outpatient counselling, or areas of equivalent nature.

Year 1

Year 2

Year 3

Year 4

Provided that a "Pharmacist grade 1 - 5th year of experience and thereafter" appointed to this grade shall be paid at the "Pharmacist grade 2 - 2nd year" rate.

Pharmacist grade 3

A Pharmacist appointed as such. Appointment to this grade shall be in accordance with the following:

- organise, coordinate and supervise the day-to-day work of the section of the department for which they are responsible;
- advise the Director of Pharmacy on matters relating to the section to assist in revising work procedures as required;
- organise, plan and implement training programs for new employees, and for pharmacy trainees and students in the section;
- communicate and liaise with medical, nursing and other professional employees on matters relating to the section;
- ensure legislative requirements, accreditation standards and other relevant guidelines relating to the section are being met;
- organise and implement a structured quality assurance program for the section;
- attend meetings, lectures, etc. relevant to the work of the section;
- organise and implement a continuing education program for pharmacy and other hospital employees in the section;
- assist in implementing policy in the section;
- establish and maintain a policies and procedures manual for the section;
- ensure continuity of personnel for the operation of the section;
- assist in clinical trials and research work in which the section is involved;
- provide lectures on the activities of the section to pharmacy and other hospital employees;
- assist with inventory control and purchasing;
- maintain contemporary knowledge relevant to the section;
- supervise the preparation and presentation of workload statistics for the section;
- provide an after-hours service for the section.

Year 1

Year 2

Year 3

Deputy Director of Pharmacy

A Deputy Director of Pharmacy however titled, is a Pharmacist who is appointed as a deputy to the Director of Pharmacy as defined, and will deputise for the Director in periods of absences as required.

Director of Pharmacy

A Director of Pharmacy, however titled, is a Pharmacist who is appointed as the Pharmacist in charge of a pharmacy Department.

Higher qualifications

Any Pharmacist who holds the Fellowship Diploma of the Society of Hospital Pharmacists of Australia, the Graduate Diploma in Clinical Pharmacy or the Graduate Diploma in Hospital Pharmacy shall be paid an amount, per week, equal to 5.5% of the rate of pay for a Pharmacist grade I, 3rd year of experience after registration in addition to the appropriate rate prescribed in Part 5.9 – Allowances – Qualifications Allowance. A person holding both qualifications, shall be paid the allowance in respect of one or other qualification but not both.

Higher qualification shall mean:

- a) Master of Science, Master of Applied Science, Master of Psychology, Master of Nutrition and/or Dietetics, Master of Arts, Master of Business Administration, Graduate Diploma of Health Administration, Doctor of Philosophy, Doctor of Nutrition *and/or* Dietetics, Doctor of Psychology or Doctor of Science of a Victorian University or Tertiary Institution or a similar degree recognised by a Victorian University or Tertiary Institution;
- b) Diploma of Bacteriology of London University or its equivalent as recognised by that University;
- c) Membership or Fellowship of the Australian Association of Clinical Biochemists;

- d) Membership or Fellowship of the Australian Institute of Physics. Provided however that the qualification is awarded on the basis of assessment in a health-related discipline or the employee has been employed as a hospital Scientist for a minimum of three years;
- e) Fellowship of the Australian Institute of Medical Laboratory Scientists;
- f) Human Genetics Society of Australasia Certified Cytogeneticist;
- g) Fellow of the Institute of Medical Laboratory Scientists;
- h) Member of the Royal College of Pathologists;
- i) Master of Audiology;
- j) Fellowship Diploma of the Society of Hospital Pharmacists of Australia;
- k) Graduate Diploma in Hospital Pharmacy;
- l) Graduate Diploma in Clinical Pharmacy.

APPENDICES

APPENDIX A – WAGE RATES AND TIMETABLES FOR INCREASES

			Weekly pay rate to apply from first full pay period to commence from first full pay period following agreement	Weekly pay rate from first full pay period to commence on or after 1 November 2014	Weekly pay rate from first full pay period to commence on or after 1 November 2015
				3.5% increase	3.25% increase
Classification	Grade	Year	\$	\$	\$
HSU3					
UG1					
UG1 - All disciplines	Grade 1	Year 1	973.86	1,007.94	1,040.70
UG1 - All disciplines	Grade 1	Year 2	1,045.25	1,081.83	1,116.99
UG1 - All disciplines	Grade 1	Year 3	1,106.32	1,145.04	1,182.26
UG1 - All disciplines	Grade 1	Year 4	1,183.31	1,224.73	1,264.53
UG1 - All disciplines	Grade 1	Year 5	1,241.53	1,284.98	1,326.74
UG1 - All disciplines	Grade 1	Year 6	1,305.13	1,350.81	1,394.71
UG1 - All disciplines	Grade 1	Year 7	1,341.56	1,388.52	1,433.64
UG1 - All disciplines	Grade 2	Year 1	1,305.13	1,350.81	1,394.71
UG1 - All disciplines	Grade 2	Year 2	1,379.38	1,427.65	1,474.05
UG1 - All disciplines	Grade 2	Year 3	1,449.27	1,500.00	1,548.75
UG1 - All disciplines	Grade 2	Year 4	1,542.81	1,596.81	1,648.70
UG1 - All disciplines	Grade 2	Year 5	1,604.58	1,660.74	1,714.71
UG1 - All disciplines	Grade 3	Year 1	1,604.07	1,660.22	1,714.17
UG1 - All disciplines	Grade 3	Year 2	1,660.60	1,718.72	1,774.58
UG1 - All disciplines	Grade 3	Year 3	1,704.81	1,764.48	1,821.82
UG1 - All disciplines	Grade 3	Year 4	1,799.07	1,862.04	1,922.56
UG1 - All disciplines	Grade 4		2,026.94	2,097.88	2,166.07
Clinical Educator - All disciplines	Grade 4		2,099.91	2,173.41	2,244.04
Tutor MIT/NMT		Year 1	1,604.07	1,660.22	1,714.17
Tutor MIT/NMT		Year 2	1,660.60	1,718.72	1,774.58
Tutor MIT/NMT		Year 3	1,704.81	1,764.48	1,821.82
Tutor MIT/NMT		Year 4	1,799.07	1,862.04	1,922.56
Tutor MIT/NMT	Grade 4		2,026.94	2,097.88	2,166.07
Deputy Chief (MIT/NMT)	Grade 1	Year 1	1,604.07	1,660.22	1,714.17
Deputy Chief MIT/NMT	Grade 1	Year 2	1,660.60	1,718.72	1,774.58
Deputy Chief MIT/NMT	Grade 1	Year 3	1,704.81	1,764.48	1,821.82
Deputy Chief MIT/NMT	Grade 2	Year 1	1,799.07	1,862.04	1,922.56
Deputy Chief MIT/NMT	Grade 2	Year 2	1,880.57	1,946.39	2,009.65
Deputy Chief MIT/NMT	Grade 3		2,026.94	2,097.88	2,166.07
Deputy Chief MIT/NMT	Grade 4		2,188.68	2,265.29	2,338.91

Deputy Chief Cardiac Technician	Grade 1	Year 1	1,604.07	1,660.22	1,714.17
Deputy Chief Cardiac Technician	Grade 1	Year 2	1,660.60	1,718.72	1,774.58
Deputy Chief Cardiac Technician	Grade 2	Year 1	1,660.60	1,718.72	1,774.58
Deputy Chief Cardiac Technician	Grade 2	Year 2	1,704.81	1,764.48	1,821.82
Deputy Chief Cardiac Technician	Grade 2	Year 3	1,799.07	1,862.04	1,922.56
All other Deputy Chief Positions		Year 1	1,604.07	1,660.22	1,714.17
All other Deputy Chief Positions		Year 2	1,660.60	1,718.72	1,774.58
All other Deputy Chief Positions		Year 3	1,704.81	1,764.48	1,821.82
Chief	Grade 1	Year 1	1,604.07	1,660.22	1,714.17
Chief	Grade 1	Year 2	1,660.60	1,718.72	1,774.58
Chief	Grade 1	Year 3	1,704.81	1,764.48	1,821.82
Chief	Grade 2	Year 1	1,799.07	1,862.04	1,922.56
Chief	Grade 2	Year 2	1,880.50	1,946.32	2,009.58
Chief	Grade 3		2,026.94	2,097.88	2,166.07
Chief	Grade 4		2,188.70	2,265.30	2,338.92
Chief	Grade 5		2,414.69	2,499.21	2,580.43
UG3					
Welfare Worker	Unqualified	Year 1	705.27	729.96	753.68
Welfare Worker	Unqualified	Year 2	750.35	776.62	801.86
Welfare Worker	Unqualified	Year 3	769.15	796.07	821.94
Welfare Worker	Unqualified	Year 4	802.16	830.24	857.22
Welfare Worker	Unqualified	Year 5	827.57	856.54	884.37
Welfare Worker	Unqualified	Year 6	863.92	894.16	923.22
Welfare Worker	Unqualified	Year 7	891.94	923.16	953.16
Welfare Worker	Class 1	Year 1	829.68	858.72	886.62
Welfare Worker	Class 1	Year 2	882.72	913.62	943.31
Welfare Worker	Class 1	Year 3	905.14	936.82	967.27
Welfare Worker	Class 1	Year 4	943.74	976.77	1,008.52
Welfare Worker	Class 1	Year 5	973.78	1,007.86	1,040.62
Welfare Worker	Class 1	Year 6	1,016.31	1,051.88	1,086.07
Welfare Worker	Class 1	Year 7	1,049.42	1,086.15	1,121.45
Welfare Worker	Class 2	Year 1	973.75	1,007.83	1,040.59
Welfare Worker	Class 2	Year 2	1,016.34	1,051.91	1,086.09
Welfare Worker	Class 2	Year 3	1,048.45	1,085.15	1,120.41
Welfare Worker	Class 2	Year 4	1,090.55	1,128.72	1,165.41
Welfare Worker	Class 3	Year 1	1,090.55	1,128.72	1,165.41
Welfare Worker	Class 3	Year 2	1,132.63	1,172.28	1,210.38
Welfare Worker	Class 3	Year 3	1,167.75	1,208.62	1,247.90
Welfare Worker	Class 4	Year 1	1,201.11	1,243.15	1,283.55
Welfare Worker	Class 4	Year 2	1,239.60	1,282.99	1,324.69
Welfare Worker	Class 4	Year 3	1,275.46	1,320.10	1,363.00

Community Development Worker	Class 1	Year 1	913.48	945.45	976.18
Community Development Worker	Class 1	Year 2	955.82	989.27	1,021.43
Community Development Worker	Class 1	Year 3	998.28	1,033.22	1,066.80
Community Development Worker	Class 1	Year 4	1,040.75	1,077.17	1,112.18
Community Development Worker	Class 2A	Year 10	1,353.54	1,400.91	1,446.44
Community Development Worker	Class 2A	Year 1	955.82	989.27	1,021.43
Community Development Worker	Class 2A	Year 2	998.29	1,033.23	1,066.81
Community Development Worker	Class 2A	Year 3	1,040.75	1,077.17	1,112.18
Community Development Worker	Class 2A	Year 4	1,083.70	1,121.63	1,158.08
Community Development Worker	Class 2A	Year 5	1,130.39	1,169.95	1,207.97
Community Development Worker	Class 2A	Year 6	1,175.58	1,216.73	1,256.27
Community Development Worker	Class 2A	Year 7	1,194.89	1,236.71	1,276.90
Community Development Worker	Class 2A	Year 8	1,263.74	1,307.98	1,350.48
Community Development Worker	Class 2A	Year 9	1,308.59	1,354.39	1,398.40
Community Development Worker	Class 2A	Year 10	1,353.53	1,400.91	1,446.44
Community Development Worker	Class 2B	Year 1	1,263.75	1,307.99	1,350.50
Community Development Worker	Class 2B	Year 2	1,308.59	1,354.39	1,398.40
Community Development Worker	Class 2B	Year 3	1,353.54	1,400.91	1,446.44
Community Development Worker	Class 2B	Year 4	1,398.98	1,447.95	1,495.00
Community Development Worker	Class 2B	Year 5	1,441.32	1,491.77	1,540.25
Community Development Worker	Class 2B	Year 6	1,486.65	1,538.68	1,588.69
Community Development Worker	Class 3	Year 1	1,398.98	1,447.95	1,495.00
Community Development Worker	Class 3	Year 2	1,441.32	1,491.77	1,540.25
Community Development Worker	Class 3	Year 3	1,486.65	1,538.68	1,588.69
Trainee Medical Laboratory Technician		Year 1	467.95	484.32	500.07
Trainee Medical Laboratory Technician		Year 2	561.59	581.24	600.13
Trainee Medical Laboratory Technician		Year 3	702.06	726.63	750.25
Trainee Medical Laboratory Technician		Year 4	842.38	871.86	900.20
Medical Laboratory Technician	Grade 1	Year 1	851.59	881.40	910.04
Medical Laboratory Technician	Grade 1	Year 2	893.81	925.10	955.16
Medical Laboratory Technician	Grade 1	Year 3	935.89	968.65	1,000.13
Medical Laboratory Technician	Grade 1	Year 4	970.02	1,003.97	1,036.60
Medical Laboratory Technician	Grade 1	Year 5	1,004.01	1,039.15	1,072.92
Medical Laboratory Technician	Grade 1	Year 6	1,038.12	1,074.46	1,109.38
Medical Laboratory Technician	Grade 1	Year 7	1,072.12	1,109.64	1,145.71
Medical Laboratory Technician	Grade 1	Year 8	1,106.28	1,145.00	1,182.21
Medical Laboratory Technician	Grade 2	Year 1	1,106.28	1,145.00	1,182.21
Medical Laboratory Technician	Grade 2	Year 2	1,151.69	1,192.00	1,230.74
Medical Laboratory Technician	Grade 2	Year 3	1,197.02	1,238.91	1,279.18
Medical Laboratory Technician	Grade 2	Year 4	1,239.97	1,283.37	1,325.08

Renal Dialysis Technician		Year 1	851.59	881.40	910.04
Renal Dialysis Technician		Year 2	893.81	925.10	955.16
Renal Dialysis Technician		Year 3	910.48	942.35	972.98
Renal Dialysis Technician		Year 4	927.18	959.63	990.82
Renal Dialysis Technician		Year 5	955.56	989.01	1,021.15
Renal Dialysis Technician		Year 6	980.23	1,014.54	1,047.51
Child Psychotherapist	Level 1	Year 1	962.41	996.09	1,028.47
Child Psychotherapist	Level 1	Year 2	1,011.72	1,047.13	1,081.17
Child Psychotherapist	Level 1	Year 3	1,070.38	1,107.84	1,143.85
Child Psychotherapist	Level 1	Year 4	1,126.54	1,165.97	1,203.86
Child Psychotherapist	Level 1	Year 5	1,186.05	1,227.57	1,267.46
Child Psychotherapist	Level 1	Year 6	1,242.47	1,285.96	1,327.75
Child Psychotherapist	Level 1	Year 7	1,309.83	1,355.68	1,399.74
Child Psychotherapist	Level 2	Year 1	1,399.62	1,448.60	1,495.68
Child Psychotherapist	Level 2	Year 2	1,419.53	1,469.22	1,516.97
Child Psychotherapist	Level 2	Year 3	1,484.78	1,536.74	1,586.69
Child Psychotherapist	Level 2	Year 4	1,531.97	1,585.59	1,637.12
Child Psychotherapist	Level 3	Year 1	1,614.66	1,671.17	1,725.49
Child Psychotherapist	Level 3	Year 2	1,673.80	1,732.38	1,788.68
Child Psychotherapist	Level 3	Year 3	1,734.81	1,795.53	1,853.88
Child Psychotherapist	Level 4	Year 1	1,803.18	1,866.29	1,926.94
Child Psychotherapist	Level 4	Year 2	1,869.29	1,934.72	1,997.60
Child Psychotherapist	Level 4	Year 3	1,957.71	2,026.23	2,092.08
Technical Officer	Grade 1	Year 1	944.98	978.05	1,009.84
Technical Officer	Grade 1	Year 2	966.03	999.84	1,032.34
Technical Officer	Grade 1	Year 3	980.10	1,014.41	1,047.37
Technical Officer	Grade 1	Year 4	997.41	1,032.32	1,065.87
Technical Officer	Grade 2	Year 1	1,032.52	1,068.66	1,103.39
Technical Officer	Grade 2	Year 2	1,083.33	1,121.25	1,157.69
Technical Officer	Grade 2	Year 3	1,154.93	1,195.35	1,234.20
Technical Officer	Grade 2	Year 4	1,172.36	1,213.39	1,252.83
Technical Officer	Grade 3	Year 1	1,207.48	1,249.74	1,290.35
Technical Officer	Grade 3	Year 2	1,260.03	1,304.13	1,346.51
Technical Officer	Grade 3	Year 3	1,312.55	1,358.49	1,402.64
Technical Officer	Grade 3	Year 4	1,364.87	1,412.64	1,458.55
Technical Officer	Grade 4	Year 1	1,399.86	1,448.86	1,495.95
Technical Officer	Grade 4	Year 2	1,452.53	1,503.37	1,552.23
Technical Officer	Grade 4	Year 3	1,508.20	1,560.98	1,611.72
Technical Officer	Grade 4	Year 4	1,557.24	1,611.75	1,664.13
Client Adviser / Rehabilitation Consultant	Grade 1	Year 1	1,236.49	1,279.76	1,321.36
Client Adviser / Rehabilitation Consultant	Grade 1	Year 2	1,266.28	1,310.60	1,353.20
Client Adviser / Rehabilitation Consultant	Grade 1	Year 3	1,298.83	1,344.29	1,387.98
Client Adviser / Rehabilitation Consultant	Grade 1	Year 4	1,362.64	1,410.33	1,456.17
Client Adviser / Rehabilitation Consultant	Grade 1	Year 5	1,392.55	1,441.29	1,488.14

Client Adviser / Rehabilitation Consultant	Grade 1	Year 6	1,421.89	1,471.65	1,519.48
Client Adviser / Rehabilitation Consultant	Grade 2	Year 1	1,502.44	1,555.02	1,605.56
Client Adviser / Rehabilitation Consultant	Grade 2	Year 2	1,539.91	1,593.80	1,645.60
Client Adviser / Rehabilitation Consultant	Grade 2	Year 3	1,577.84	1,633.06	1,686.14
Client Adviser / Rehabilitation Consultant	Grade 3	Year 1	1,671.46	1,729.96	1,786.18
Client Adviser / Rehabilitation Consultant	Grade 3	Year 2	1,707.21	1,766.96	1,824.38
Client Adviser / Rehabilitation Consultant	Grade 3	Year 3	1,745.71	1,806.81	1,865.53
Principal Client Adviser	Grade 4	Year 1	1,902.57	1,969.16	2,033.16
Principal Client Adviser	Grade 4	Year 2	1,966.86	2,035.70	2,101.86
Principal Client Adviser	Grade 4	Year 3	2,032.51	2,103.65	2,172.02
Dental Technician	Level 1	Year 1	913.01	944.97	975.68
Dental Technician	Level 1	Year 2	924.12	956.47	987.55
Dental Technician	Level 1	Year 3	935.13	967.86	999.32
Dental Technician	Level 2	Year 1	1,033.67	1,069.85	1,104.62
Dental Technician	Level 2	Year 2	1,052.46	1,089.30	1,124.70
Dental Technician	Level 2	Year 3	1,065.29	1,102.58	1,138.41
Foreman Dental Technician		Year 1	1,210.94	1,253.32	1,294.05
Foreman Dental Technician		Year 2	1,219.76	1,262.45	1,303.48
Foreman Dental Technician		Year 3	1,232.36	1,275.49	1,316.94
Dental Prosthetist		Year 1	1,242.90	1,286.40	1,328.21
Dental Prosthetist		Year 2	1,252.07	1,295.89	1,338.01
Dental Prosthetist		Year 3	1,264.44	1,308.70	1,351.23
Dental Laboratory Manager		Year 1	1,389.00	1,437.61	1,484.33
Dental Laboratory Manager		Year 2	1,397.71	1,446.63	1,493.65
Dental Laboratory Manager		Year 3	1,410.20	1,459.56	1,507.00
Apprentice Dental Technician		Year 1	355.90	368.36	380.33
Apprentice Dental Technician		Year 2	481.15	497.99	514.17
Apprentice Dental Technician		Year 3	614.18	635.68	656.34
Apprentice Dental Technician		Year 4	778.72	805.97	832.17
HSU4					
Dietitian	Grade 1	Year 1	994.83	1,029.65	1,063.11
Dietitian	Grade 1	Year 2	1,032.98	1,069.14	1,103.89
Dietitian	Grade 1	Year 3	1,118.23	1,157.37	1,194.98
Dietitian	Grade 1	Year 4	1,187.90	1,229.48	1,269.44
Dietitian	Grade 1	Year 5	1,269.14	1,313.56	1,356.25
Dietitian	Grade 1	Year 6	1,349.58	1,396.82	1,442.21
Dietitian	Grade 1	Year 7	1,412.84	1,462.29	1,509.81
Dietitian	Grade 2	Year 1	1,412.84	1,462.29	1,509.81
Dietitian	Grade 2	Year 2	1,447.90	1,498.57	1,547.28
Dietitian	Grade 2	Year 3	1,493.50	1,545.78	1,596.01
Dietitian	Grade 2	Year 4	1,614.62	1,671.13	1,725.44
Dietitian	Grade 3	Year 1	1,626.65	1,683.58	1,738.29
Dietitian	Grade 3	Year 2	1,683.37	1,742.28	1,798.91
Dietitian	Grade 3	Year 3	1,738.60	1,799.45	1,857.94
Dietitian	Grade 3	Year 4	1,899.02	1,965.49	2,029.37

Dietitian	Grade 4	Year 1	1,903.83	1,970.46	2,034.50
Dietitian	Grade 4	Year 2	1,969.37	2,038.30	2,104.55
Dietitian	Grade 4	Year 3	2,035.38	2,106.62	2,175.08
Dietitian	Grade 4	Year 4	2,101.84	2,175.40	2,246.10
Sleep Technician	Grade 1	Year 1	842.08	871.55	899.88
Sleep Technician	Grade 1	Year 2	895.25	926.59	956.70
Sleep Technician	Grade 1	Year 3	940.96	973.89	1,005.54
Sleep Technician	Grade 1	Year 4	998.49	1,033.44	1,067.03
Sleep Technician	Grade 1	Year 5	1,042.20	1,078.67	1,113.73
Sleep Technician	Grade 1	Year 6	1,089.15	1,127.27	1,163.90
Sleep Technician	Grade 2	Year 1	1,089.15	1,127.27	1,163.90
Sleep Technician	Grade 2	Year 2	1,141.58	1,181.53	1,219.93
Sleep Technician	Grade 2	Year 3	1,192.38	1,234.12	1,274.23
Sleep Technician	Grade 2	Year 4	1,247.56	1,291.22	1,333.19
Pharmacy Student			283.55	293.47	303.01
Trainee Pharmacist			840.33	869.74	898.01
Pharmacist	Grade 1	Year 1	1,050.30	1,087.06	1,122.39
Pharmacist	Grade 1	Year 2	1,112.12	1,151.04	1,188.45
Pharmacist	Grade 1	Year 3	1,218.99	1,261.65	1,302.66
Pharmacist	Grade 1	Year 4	1,279.36	1,324.14	1,367.17
Pharmacist	Grade 1	Year 5	1,344.39	1,391.44	1,436.67
Pharmacist	Grade 1	Year 6	1,407.87	1,457.15	1,504.50
Pharmacist	Grade 2	Year 1	1,407.87	1,457.15	1,504.50
Pharmacist	Grade 2	Year 2	1,421.08	1,470.82	1,518.62
Pharmacist	Grade 2	Year 3	1,491.44	1,543.64	1,593.81
Pharmacist	Grade 2	Year 4	1,644.25	1,701.80	1,757.11
Pharmacist	Grade 3	Year 1	1,677.10	1,735.80	1,792.21
Pharmacist	Grade 3	Year 2	1,735.81	1,796.56	1,854.95
Pharmacist	Grade 3	Year 3	1,782.32	1,844.70	1,904.65
Pharmacist	Grade 3	Year 4	1,899.06	1,965.52	2,029.40
Pharmacist	Grade 4	Years 1 & 2	1,965.76	2,034.56	2,100.69
Pharmacist	Grade 4	Years 3 & 4	2,070.30	2,142.76	2,212.40
Pharmacist	Grade 4	Year 5	2,280.71	2,360.54	2,437.26
Deputy Director of Pharmacy GP 4A			1,735.81	1,796.56	1,854.95
Deputy Director of Pharmacy GP 3			1,880.53	1,946.34	2,009.60
Deputy Director of Pharmacy GP 1B			1,965.76	2,034.56	2,100.69
Deputy Director of Pharmacy GP 1A			2,070.30	2,142.76	2,212.40
Deputy Director of Pharmacy GP 2			1,923.48	1,990.80	2,055.50
Deputy Director of Pharmacy GP 1A&B			1,965.76	2,034.56	2,100.69
Director of Pharmacy GP 4B			1,923.48	1,990.80	2,055.50
Director of Pharmacy GP 4A			1,965.76	2,034.56	2,100.69
Director of Pharmacy GP 3			2,070.30	2,142.76	2,212.40
Director of Pharmacy GP 2			2,258.52	2,337.57	2,413.54
Director of Pharmacy GP 1B			2,572.70	2,662.74	2,749.28
Director of Pharmacy GP 1A			2,882.77	2,983.67	3,080.64


Pharmacy - In charge		Year 1	1,491.44	1,543.64	1,593.81
Pharmacy - In charge		Year 2	1,590.87	1,646.56	1,700.07
Pharmacy - In charge		Year 3	1,629.83	1,686.87	1,741.69
Psychologist	Grade 1	Year 1	960.68	994.30	1,026.62
Psychologist	Grade 1	Year 2	1,009.26	1,044.59	1,078.54
Psychologist	Grade 1	Year 3	1,068.05	1,105.43	1,141.35
Psychologist	Grade 1	Year 4	1,151.69	1,192.00	1,230.74
Psychologist	Grade 1	Year 5	1,213.00	1,255.46	1,296.26
Psychologist	Grade 1	Year 6	1,269.83	1,314.27	1,356.99
Psychologist	Grade 1	Year 7	1,338.35	1,385.19	1,430.21
Psychologist	Grade 1	Year 8	1,401.38	1,450.43	1,497.57
Psychologist	Grade 2	Year 1	1,430.59	1,480.66	1,528.79
Psychologist	Grade 2	Year 2	1,473.67	1,525.25	1,574.82
Psychologist	Grade 2	Year 3	1,517.23	1,570.33	1,621.36
Psychologist	Grade 2	Year 4	1,642.47	1,699.95	1,755.20
Psychologist	Grade 3	Year 1	1,674.20	1,732.79	1,789.11
Psychologist	Grade 3	Year 2	1,735.28	1,796.02	1,854.39
Psychologist	Grade 3	Year 3	1,798.64	1,861.60	1,922.10
Psychologist	Grade 3	Year 4	1,899.02	1,965.49	2,029.37
Psychologist	Grade 4	Year 1	1,899.02	1,965.49	2,029.37
Psychologist	Grade 4	Year 2	1,954.25	2,022.65	2,088.38
Psychologist	Grade 4	Year 3	2,046.37	2,118.00	2,186.83
Psychologist	Grade 4	Year 4	2,132.08	2,206.71	2,278.42
Psychologist	Grade 4	Year 5	2,280.70	2,360.53	2,437.24

APPENDIX B – ALLOWANCES AND TIMETABLES FOR INCREASES

				From first full pay period following approval of agreement	From first full pay period to commence on or after 1 November 2014	From first full pay period to commence on or after 1 November 2015
					3.5% increase	3.25% increase
Description	See Provisions	Calculated As	Payable			
				\$	\$	\$
Shift Allowances						
Morning/Afternoon Shift	5.9.5 & 5.9.6		Per shift	24.36	25.21	26.03
Night Shift	5.9.7		Per shift	58.15	60.18	62.14
Permanent Night Shift	5.9.8		Per shift	68.79	71.20	73.51
Change of Shift Allowance	5.9.11 & 5.9.12		Per occasion	38.96	40.33	41.64
On-Call Allowances						
On-Call Monday to Friday	5.9.13 - 5.9.15	2.5% of the rate for UG1 Grade 1 Year 2	Per 12 hour period	40.10	41.51	42.86
On-Call Weekends & Public Holidays	5.9.13 - 5.9.15	5% of the rate for UG1 Grade 1 Year 2	Per 12 hour period	52.32	54.16	55.92
Qualifications Allowance						
UG 1						
Graduate Certificate	5.9.16 - 5.9.23	2.5% of the rate for UG1 Grade 1 Year 3	Per hour	0.73	0.75	0.78
Graduate Diploma	5.9.16 - 5.9.23	7.5% of the rate for UG1 Grade 1 Year 3	Per hour	2.18	2.26	2.33
Masters	5.9.16 - 5.9.23	8.5% of the rate for UG1 Grade 1 Year 3	Per hour	2.47	2.56	2.64
Doctorate	5.9.16 - 5.9.23	10% of the rate for UG1 Grade 1 Year 3	Per hour	2.91	3.01	3.11
Medical Scientists						
Graduate Certificate	5.9.16 - 5.9.23	2.5% of the rate for UG1 Grade 1 Year 3	Per hour	0.73	0.75	0.78
Graduate Diploma	5.9.16 - 5.9.23	7.5% of the rate for UG1 Grade 1 Year 3	Per hour	2.18	2.26	2.33
Masters	5.9.16 - 5.9.23	8.5% of the rate for UG1 Grade 1 Year 3	Per hour	2.47	2.56	2.64
Doctorate	5.9.16 - 5.9.23	10% of the rate for UG1 Grade 1 Year 3	Per hour	2.91	3.01	3.11
Dieticians						
Graduate Certificate	5.9.16 - 5.9.23	2.5% of the rate for Grade 1 Year 2	Per hour	0.68	0.70	0.73
Graduate Diploma	5.9.16 - 5.9.23	7.5% of the rate for Grade 1 Year 2	Per hour	2.04	2.11	2.18
Masters	5.9.16 - 5.9.23	8.5% of the rate for Grade 1 Year 2	Per hour	2.31	2.39	2.47
Doctorate	5.9.16 - 5.9.23	10% of the rate for Grade 1 Year 2	Per hour	2.72	2.81	2.90
Psychologists						
Graduate Certificate	5.9.16 - 5.9.23	2.5% of the rate for Grade 1 Year 5	Per hour	0.80	0.83	0.85
Graduate Diploma	5.9.16 - 5.9.23	7.5% of the rate for Grade 1 Year 5	Per hour	2.39	2.48	2.56
Masters	5.9.16 - 5.9.23	8.5% of the rate for Grade 1 Year 5	Per hour	2.71	2.81	2.90
Doctorate	5.9.16 - 5.9.23	10% of the rate for Grade 1 Year 5	Per hour	3.19	3.30	3.41

				From first full pay period following approval of agreement	From first full pay period to commence on or after 1 November 2014	From first full pay period to commence on or after 1 November 2015
Higher Duties Allowances						
Acting Business Unit Manager Allowance						
For employees classified in the UG1 Classification Structure	5.9.24	7.5% of the rate for UG1 Grade 3 Year 4	Per hour	3.55	3.68	3.79
For employees classified as a Psychologist	5.9.24	7.5% of the rate for Grade 3 Year 4	Per hour	3.75	3.88	4.01
Acting Head of Discipline Allowance						
For employees classified in the UG1 Classification Structure	5.9.24	7.5% of the rate for UG1 Grade 1 Year 3	Per hour	2.18	2.26	2.33
For employees classified as a Psychologist	5.9.24	7.5% of the rate for Grade 1 Year 5	Per hour	2.39	2.48	2.56
Head of Discipline Allowance						
For employees classified in the UG1 Classification Structure	5.9.25 - 5.9.27	7.5% of the rate for UG1 Grade 1 Year 3	Per hour	2.18	2.26	2.33
For employees classified as a Psychologist	5.9.25 - 5.9.27	7.5% of the rate for Grade 1 Year 5	Per hour	2.39	2.48	2.56
Other Allowances						
Sole Allowance	5.9.28	5% of the rate for UG1 Grade 1 Level 1	Per Week	47.38	49.04	50.63
Meal Allowance	5.9.34		Per occasion	12.58	13.02	13.44

DATED this 8 day of May 2014




Signed for Ramsay Health Care

CAROLINE MARY ZAMMIT

Name in Full

Level 7,
479 St Milda Road, Melbourne, Vic 3004

Ramsay Health Care Address



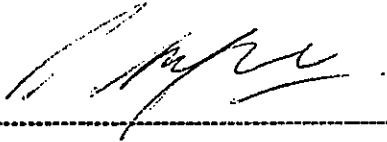
Signed by Witness

PETER JOHN SEXTON

Witness Name in Full

1 DRYDEN STREET, ELWOOD 3184

Witness Address



Signed for Health Services Union Victoria Number 3 Branch

Craig McGregor

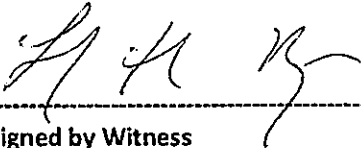
Name in Full

Branch Secretary

Authority to Sign Agreement

351 William St, West Melbourne, 3003

Health Services Union Victoria Number 3 Branch Address



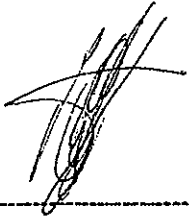
Signed by Witness

LINDSAY JOHN RYAN

Witness Name in Full

351 WILLIAM STREET, WEST MELBOURNE 3003

Witness Address



Signed for Health Services Union Victoria Number 4 Branch

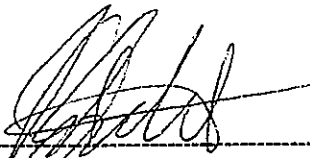
Paul Elliott / Assistant Secretary

Name in Full

Authority to Sign Agreement

Level 1, 62 Lygon St.
Carlton VIC 3053

Health Services Union Victoria Number 4 Branch Address



Signed by Witness

ALEXANDER SCHLOTZER

Witness Name in Full

LEVEL 1 62 LYGON ST
CARLTON VIC 3053

Witness Address