

# UNION AGREEMENT

**Ramsay Health Care WA Hospitals  
Health Services Union Enterprise  
Agreement 2019**



**Health  
Services  
Union WA**

**Made by Members, for Members**

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## DECISION

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

**Ramsay Health Care Australia Pty Ltd**  
(AG2019/2545)

### **RAMSAY HEALTH CARE WA HOSPITALS HEALTH SERVICES UNION ENTERPRISE AGREEMENT 2019**

Health and welfare services

COMMISSIONER WILLIAMS

PERTH, 4 SEPTEMBER 2019

*Application for approval of the Ramsay Health Care WA Hospitals Health Services Union Enterprise Agreement 2019.*

[1] An application has been made for approval of an enterprise agreement known as the *Ramsay Health Care WA Hospitals Health Services Union Enterprise Agreement 2019* (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 Australia 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] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement as clause 2.5 does not comply with the Act.

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

**[5]** The Agreement is approved and, in accordance with s.54 of the Act, will operate from 11 September 2019. The nominal expiry date of the Agreement is 30 September 2021.



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**Ramsay Health Care WA Hospitals  
Health Services Union  
Enterprise Agreement  
2019**

**Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.**

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## **PART 1 – PRELIMINARIES**

### **1.1 TITLE**

- 1.1.1 This agreement will be known as the Ramsay Health Care WA Hospitals Health Services Union Enterprise Agreement 2019 ('the Agreement').

### **1.2 DATE OF OPERATION**

- 1.2.1 This agreement will come into operation 7 days after Fair Work Commission (FWC) approves the agreement and will remain in place until 31 September 2021, or thereafter in accordance with the Fair Work Act 2009.

### **1.3 COVERAGE OF THE AGREEMENT**

The agreement will 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; and
- b) Employees who fall within the competency structure outlined in **Schedule E** of the Agreement and who are eligible for membership of the Health Services Union and are employed by the Employer throughout the state of Western Australia ("the Employee"); and
- c) Subject to the requirements of the Fair Work Act, the Health Services Union (HSU) Western Australia.

### **1.4 SCOPE OF THE AGREEMENT**

- 1.4.1 This Agreement contains all of the terms and conditions of employment for Employees covered by the agreement and will apply to all Employees employed pursuant to the classifications listed in **Schedule E** employed by the Employer, and Employees eligible for membership of the Health Services Union employed by the Employer throughout the state of Western Australia.

### **1.5 RELATIONSHIP TO OTHER INDUSTRIAL INSTRUMENTS**

- 1.5.1 This agreement replaces the *Ramsay Health Care WA Hospitals Health Services Union Enterprise Agreement 2016*.
- 1.5.2 The terms of all relevant modern awards and other industrial instruments have been considered in creation of this agreement and it is the intention of the parties that these have



either been met or compensated for when applying the BOOT test to this agreement. Therefore this agreement operates to the exclusion of the modern award or other industrial instrument.

- 1.5.3 This agreement is read in conjunction with the Fair Work Act 2009 and 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 will apply.

## **1.6 POSTING OF AGREEMENT**

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

## **1.7 NEGOTIATION OF FURTHER AGREEMENTS**

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

## **1.8 NO REDUCTION**

- 1.8.1 No Employee will suffer an overall reduction in salary/wages or conditions of employment as a result of the introduction of this Agreement.
- 1.8.2 Employees at Joondalup Health Campus who are currently in receipt of a medical terminology allowance will continue to receive the allowance at the rate of 5.15% of Level 2, increment 3 as prescribed in Schedule B Minimum Salaries
- 1.8.3 Employees who were employed at Peel Health Campus prior to 27 January 2016 will continue to receive:
- a) a minimum of 5 weeks annual leave for each year of service in lieu of loading prescribed in clause 6.1.12.
  - b) a 12.5% shift loading on ordinary rates between the hours of 12noon and 6pm. The loading does not apply when work is commenced after 12noon and completed before 6pm.

## **1.9 INTERPRETATIONS**

In this Agreement:

- (1) "Accrued Time Off" means paid time off accruing to an Employee resulting from an entitlement to the 38 hour week.

- (2) "Casual Employee" means an Employee engaged on an hourly basis to cover leave and unexpected shortfalls in the roster with no guarantee of continual or additional employment.
- (3) "Employer" means hospitals operated by Ramsay Healthcare Australia Pty Ltd or its subsidiaries in the state of Western Australia as listed in schedule A of this agreement.
- (4) "FWC" means Fair Work Commission
- (5) "Fixed Term Contract" includes a contract of employment in which an Employee is engaged for a specific project, period of time or task in accordance with **Clause 3.4 - Fixed Term Employee** of this Agreement.
- (6) "Good Faith" means (as appropriate to the circumstances) obligations to meet, disclose relevant information, genuinely consider proposals and respond with reasons and refrain from capricious or unfair conduct that undermines consultation.
- (7) "NES" means National Employment Standards.
- (8) "Ordinary Rate" is the rate payable to an Employee for his or her ordinary hours of work, but not including: incentive based payments and bonuses; loadings; monetary allowances; overtime or penalty rates; or any other separately identifiable amounts.
- (9) "Ordinary Time Earnings" means the Ordinary Rate plus shift and weekend penalties.
- (10) "Part-Time" means an Employee who is regularly employed to work less hours than those prescribed for full time Employees.
- (11) "Public Holiday" means all Public Holidays as gazetted under the *Public and Bank Holidays Act 1972* (WA).
- (12) "Shift Worker" means an Employee who is regularly rostered to work their Ordinary Hours outside of the Ordinary Hours of Work of a day worker as defined in **subclause 4.1.1 or 4.1.2**.
- (13) "Union" means the Health Services Union.
- (14) The term "Immediate Family" includes:
  - a) A spouse (including a former spouse; defacto partner and a former de facto partner) of the Employee; and
  - b) A child (including an adopted child, a stepchild or an ex nuptial child), parent, grandparent, grandchild or sibling of an Employee or spouse of the Employee.

## **PART 2 – GENERAL TERMS**

### **2.1 CONSULTATION AND COOPERATION**

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

### **2.2 CONSULTATION ABOUT MAJOR WORKPLACE CHANGE**

- 2.2.1 If an Employer makes a definite decision to make major changes in production, program, organisation, structure or technology in relation to its enterprise that are likely to have significant effects on Employees; or proposed to introduce a change to the regular roster or ordinary hours of work of Employees the Employer must:
- a) give notice of the changes to all Employee who may be affected by them and their representatives (if any); and
  - b) discuss with affected Employees and their representatives (if any):
    - (i) the introduction of the changes; and
    - (ii) their likely effect on the Employees; and
    - (iii) measures to avoid or reduce the adverse effects of the changes on Employees; and
  - c) commence discussions as soon as practicable after a definite decision has been made.
- 2.2.2 For the purposes of this discussion under **subclause 2.2.1(b)**, the Employer must give in writing to the affected Employees and their representatives (if any) all relevant information about the changes including:
- a) their nature; and
  - b) their expected effect on Employees; and
  - c) any other matters likely to affect Employees.

- 2.2.3 **Subclause 2.2.2** does not require an Employer to disclose any confidential or commercially sensitive information.
- 2.2.4 The Employer must promptly and genuinely consider any matters raised by the Employees or their representatives about the changes in the course of the discussion under **subclause 2.2.1(b)**.
- 2.2.5 In **Clause 2.2**:
- Significant effects**, on Employees, includes any of the following:
- a) Termination of employment; or
  - b) Major change in the composition, operation or size of the Employer's workforce or in the skills required; or
  - c) Loss of, or reduction in, job or promotion opportunities; or
  - d) Loss of, or reduction in, job tenure; or
  - e) Alteration of hours of work; or
  - f) The need for Employees to be retrained or transferred to other work locations; or
  - g) Job restructuring.
- 2.2.6 Where this Agreement makes provision for alteration of any of the matters defined at **subclause 2.2.5**, such alteration is taken not to have significant effect.

## **2.3 CONSULTATION ABOUT CHANGES TO ROSTERS OR HOURS OF WORK**

- 2.3.1 Where the Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee or Employees affected and their representatives, if any.
- 2.3.2 For the purpose of the consultation, the Employer must:
- a) Provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence);
  - b) Invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change, including any impact in relation to their family or caring responsibilities; and
  - c) Give prompt and genuine consideration to any view about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives, if any.
- 2.3.3 The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.

- 2.3.4 These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.
- 2.3.5 At any stage during this process an Employee may appoint a representative of their choice in writing. The employer's obligation to consult or provide information to the representative only occurs after written notice is provided to the Employer.
- 2.3.5 This clause does not require an Employer to disclose any confidential or commercially sensitive information.

## **2.4 DISPUTE RESOLUTION**

- 2.4.1 This term specifies the procedure to be followed where a dispute arises relating to the Employee's terms and conditions of employment as provided for by the Agreement or the NES or any other matters arising under the Agreement.
- 2.4.2 The dispute may involve one or a number of Employees.
- 2.4.3 The parties to the dispute must try to first solve the dispute at the workplace through discussion between the Employee or Employees concerned and the relevant supervisor.
- 2.4.4 If the dispute is not resolved through discussion as mentioned in **subclause 2.4.3**, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the Employee or Employees concerned and more senior levels of management, as appropriate.
- 2.4.5 If the dispute is not able to be resolved at the workplace and all appropriate steps have been taken under **subclauses 2.4.3 and 2.4.4**, a party to the dispute may refer it to the Fair Work Commission.
- 2.4.6 The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 2.4.7 If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the Act to use and that it considers appropriate for resolving the dispute.
- 2.4.8 A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under this clause.

2.4.9 While procedures are being followed under this clause in relation to a dispute:

- a) Work must continue in accordance with this Agreement and the Act; and
- b) An Employee must not unreasonably fail to comply with any direction given by the Employer about performing work, whether at the same or another workplace that is safe and appropriate for the Employee to perform.

2.4.10 **Subclause 2.4.9** is subject to any applicable work health and safety legislation.

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

## **2.5 INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

2.5.1 The Employer and an individual Employee may agree to vary the application of the terms of this Agreement relating to any of the following in order to meet the genuine needs of both the Employee and the Employer.

- (a) Arrangements for when work is performed; or
- (b) Overtime rates; or
- (c) Penalty rates; or
- (d) Allowances; or
- (e) Annual Leave loading.

2.5.2 An agreement must be one that is genuinely made by the Employer and the individual Employee without coercion or duress.

2.5.3 An agreement may only be made after the individual Employee has commenced employment with the Employer.

2.5.4 An Employer who wishes to initiate the making of an agreement must:

- (a) Give the Employee a written proposal; and
- (b) If the Employer is aware that the Employee has, or reasonably should be aware that the Employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the Employee understands the proposal.

2.5.5 An agreement must result in the Employee being better off overall at the time the agreement is made than if the agreement had not been made.

2.5.6 An agreement must do all of the following:

- (a) State the names of the Employer and Employee; and
- (b) Identify the Agreement term, or Agreement terms, the application of which is to be varied; and
- (c) Set out how the application of the Agreement term, or Agreement terms, is varied; and
- (d) Set out how the agreement results in the Employee being better off overall at the time the agreement is made than if the agreement had not been made; and
- (e) State the date the agreement is to start.

2.5.7 An agreement must be:

- (a) In writing; and
- (b) Signed by the Employee and Employer and, if the Employee is under 18 years of age, by the Employee's parent or guardian.

2.5.8 Except as provided in **subclause 2.5.7(b)**, an agreement must not require the approval or consent of a person other than the Employee and Employer.

2.5.9 The Employer must keep the agreement as a time and wages record and give a copy to the Employee.

2.5.10 The Employer and Employee must genuinely agree, without duress or coercion, to any variation of this Agreement provided for by an Individual Flexibility Arrangement agreement.

2.5.11 An agreement may be terminated:

- (a) At any time, by written agreement between the Employer and Employee; or
- (b) By the Employer or Employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

Note: If an Employer and Employee agree to an arrangement that purports to be an Individual Flexibility Arrangement under this clause and the arrangement does not meet a requirement set out in s. 144 then the Employee or the Employer may terminate the arrangement by giving written notice of not more than 28 days (see s. 145 of the Act).

2.5.12 An agreement terminated as mentioned in **subclause 2.5.11(b)** ceases to have effect at the end of the period of notice required under that clause.

- 2.5.13 The right to make an agreement under **Clause 2.5** is additional to, and does not affect, any other term of this Agreement that provides for an agreement between an Employer and an individual Employee.
- 2.5.14 An Employee will not be disadvantaged by withholding agreement.
- 2.5.15 Where the Employer seeks to make an Individual Flexibility Arrangement, the Employee will be made aware of their right, to contact and seek representation from their Union or other representative and will be given reasonable opportunity to do this.
- 2.5.16 For avoidance of doubt, providing information concerning the Union under this subclause does not mean that the Union must approve or consent to the Individual Flexibility Arrangement.



## **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, Fixed Term or Casual Employee.

### **3.2 FULL TIME EMPLOYEES**

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

### **3.3 PART-TIME EMPLOYEES**

#### **Hours of work**

3.3.1 Part-Time Employees will be permanently contracted to a minimum number of ordinary hours of work that is less than a full time Employee.

3.3.2 The ordinary working hours of a Part-Time Employee on any shift will be worked continuously, excluding any meal breaks. See **part 4 – Hours of Work** for more details of the arrangement of working hours and conditions applicable to Overtime.

3.3.3 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.

3.3.4 Part-Time Employees are entitled to be paid applicable overtime payments for overtime worked as per **Clause 4.4 – Authorised Overtime**. A Part-Time Employee may work additional hours (i.e. unrostered shifts or extra hours over and above their guaranteed minimum hours) by mutual agreement. Such agreed additional hours worked will be paid at ordinary rates until the total number of hours exceeds the limits prescribed in **Clause 4.1 - Ordinary Hours**.

3.3.5 A Part-Time Employee who opts to work additional hours in line with **subclause 3.3.4** can elect to have those additional hours paid as follows:

- a) Ordinary Rate of pay and accrue all leave entitlements on additional hours; or
- b) Ordinary Rate of pay plus casual loading in lieu of accrual of leave entitlements on additional hours worked (except long service leave which will accrue on additional hours).

Provided that Employees will be required to elect which arrangement will apply annually during the period of the agreement. Such election will be maintained for a period of twelve months. However, nothing will prevent the Employer from considering requests to change the option within a twelve month period. Such requests will be considered on merit and will be determined by the relevant Director.

- 3.3.6 A Part-Time Employee cannot be required to work additional hours.
- 3.3.7 When an Employee is recalled to work from their residence to perform additional hours other than that in conjunction with an existing shift or additional shift as prescribed in **subclause 3.3.4**, he/she will be paid at the appropriate overtime rate. This provision will not apply to an Employee who is on call at the request of the Employer.
- 3.3.8 Part-Time Employees are entitled to public holiday provisions as per **Clause 6.3 - Public Holidays**.
- 3.3.9 Part-Time Employees are entitled to annual leave as per **Clause 6.1 - Annual Leave**.
- 3.3.10 Part-Time Employees are entitled to Personal / Carer's Leave as per **Clause 6.2 - Personal/Carer's Leave**.
- 3.3.11 Part-Time Employees are entitled to Parental Leave as per **Clause 6.4 - Parental Leave**.
- 3.3.12 Part-Time Employees are entitled to Professional Development Leave as per **Clause 6.11 - Professional Development Leave**.
- 3.3.13 Part-Time Employees are entitled to Community Service Leave as per **Clause 6.7 - Community Service Leave**.
- 3.3.14 Part-Time accredited Union representatives are entitled to leave to attend appropriate Union education and training as per **Clause 7.1.7**.

#### **3.4 FIXED TERM EMPLOYEE**

- 3.4.1 A Fixed Term Employee means an Employee engaged on a Fixed Term Contract to perform a specific task or function or for a specified period until the occurrence of a particular event.
- 3.4.2 An Employee employed on a Fixed Term Contract will be engaged for a period of not less than one month.

3.4.3 An Employee engaged on a Fixed Term Contract will be employed on a part-time or full-time basis, in accordance with **Clause 3.2 or 3.3** of this Agreement.

3.4.4 An Employee engaged on a Fixed Term Contract will accrue and be paid all the benefits prescribed by this Agreement for time worked as if the Employee was permanently employed, notwithstanding breaks in employment, and will be entitled to receive or give, as the case may be, two week's notice of termination of the contract of service and will either be paid or forfeit, as the case may be, two week's pay of the required notice is not given.

### **3.5 CASUAL EMPLOYEES**

3.5.1 RHC is committed to employing staff on a permanent full-time or part-time basis and does not support a casualised workforce. However, to meet unforeseen operational requirements and the preference of those Employees, who for personal reasons, wish to have a Casual relationship with the hospital, RHC will, in such circumstances, employ a limited number of staff on a Casual basis.

3.5.2 A Casual Employee is an Employee who has no guarantee of continual or additional employment, is engaged on an hourly basis and whose employment may be terminated by either party.

3.5.3 A Casual Employee will be paid a minimum of 3 hours pay each engagement to work.

3.5.4 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. 1/38<sup>th</sup> of the weekly rate of a full time Employee) plus a casual loading of 20%.

3.5.5 The following provisions do not apply to Casual Employees: **Clause 3.8 – Termination of Employment; Clause 3.9 – Redundancy & Redeployment; Clause 4.4 – Authorised Overtime; Clause 6.1 – Annual Leave; Clause 6.2 – Personal/Carer's Leave; Clause 6.3 – Public Holidays**, except for **subclause 5.6.5** re payment for Casual Employees working on a Public Holiday; **Clause 6.5 – Compassionate Leave; Clause 6.11 – Professional Development Leave.**

#### **Right to request Casual conversion**

3.5.6 A person engaged by a particular Employer as a Regular Casual Employee may request that their employment be converted to full-time or Part-Time employment.

- 3.5.7 A **Regular Casual Employee** is a Casual Employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to perform as a full-time or Part-Time Employee. Provided that:
- a) The hours the Casual Employee has been rostered to work are not for the purposes of replacing Employees who are absent due to Personal Leave, Annual Leave, LSL, ADOs, LWOP, Special Leave, Study Leave, Parental Leave, Worker's Compensation or failure to turn up to work for any other reason; or
  - b) The hours the Casual Employee has been rostered are not for the purpose of extra staffing during periods of short term period/s of higher than normal activity.
- 3.5.8 A Regular Casual Employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- 3.5.9 A Regular Casual Employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to Part-Time employment consistent with the pattern of hours previously worked. Hours worked for any of the reasons listed in **subclauses 3.5.6(a) or 3.5.6(b)** shall not be counted for the purposes of establishing future contracted hours.
- 3.5.10 Any request under this subclause must be in writing and provided to the Employer.
- 3.5.11 Where a Regular Casual Employee seeks to convert to full-time or Part-Time employment, the Employer may agree or refuse the request, but the request may only be refused on reasonable grounds and after there has been discussions with the Employee.
- 3.5.12 Reasonable grounds for refusal include:
- (a) It would require a significant adjustment to the Casual Employee's hours of work in order for the Employee to be engaged as a full-time or Part-Time Employee in accordance with the provisions of this Agreement – that is, the Casual Employee is not truly a Regular Casual Employee as defined in **subclause 3.5.6**;
  - (b) It is known or reasonably foreseeable that the Regular Casual Employee's position will cease to exist within the next 12 months;
  - (c) It is known or reasonably foreseeable that the hours of work which the Regular Casual Employee is required to perform will be significantly reduced in the next 12 months; or

- (d) It is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the Employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the Employee is available to work.

3.5.13 For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.

3.5.14 Where the Employer refuses a Regular Casual Employee's request to convert, the Employer must provide the Casual Employee with the Employer's reasons for refusal in writing within 21 days of the request being made. If the Employee does not accept the Employer's refusal, this will constitute a dispute that will be dealt with under the **Clause 2.4 - Dispute Resolution** procedure. Under that procedure, the Employee or the Employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.

3.5.15 Where it is agreed that a Casual Employee will have their employment converted to full-time or Part-Time employment as provided for in the clause, the Employer and the Employee must discuss and record in writing:

- (a) The form of employment to which the Employee will convert – that is, full-time or Part-Time employment; and
- (b) If it is agreed that the Employee will become a Part-Time Employee, the matters referred to in **Clause 3.3**.

3.5.16 The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.

3.5.17 Once a Casual Employee has converted to full-time or Part-Time employment, the Employee may only revert to Casual employment with the written agreement of the Employer.

3.5.18 A Casual Employee must not be engaged or re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.

3.5.19 Nothing in this clause obliges a Regular Casual Employee to convert to full-time or Part-Time employment, nor permits an Employer to require a Regular Casual Employee to so convert.

3.5.20 Nothing in this clause requires an Employer to increase the hours of a Regular Casual Employee seeking conversion to full-time or Part-Time employment.

3.5.21 Each new Employee will be provided with a link to this Agreement within their offer of employment and will be made aware of changes to this Agreement as they occur from time to time. An updated copy of this Agreement will remain available on the Ramsay intranet site at all times.

3.5.22 A Casual Employee's right to request to convert is not affected if the Employer fails to comply with the notice requirements in **subclause 3.5.20**.

### **3.6 PROBATIONARY EMPLOYMENT (Permanent Employees)**

3.6.1 The first 3 months of employment will be on a probationary basis during which time either party may terminate the contract by giving two weeks' notice in writing.

3.6.2 If less than two weeks' notice is given by the Employer payment will be provided to the Employee in lieu of notice.

3.6.3 If less than two weeks' notice is given by the Employee, the Employee will forfeit payment due for that period.

3.6.4 The Employer will provide the Employee with an appraisal of his or her performance during the probationary period.

3.6.5 For other provisions relating to Termination of Employment see **Clause 3.8 - Termination of Employment**.

### **3.7 DUTIES**

3.7.1 The Employee will be required to perform all duties within their employment classification according to a position description and according to job requirements and the Employer's policies and procedures.

3.7.2 The Employer may direct the Employee to perform another position or to carry out duties as are within the limits of the Employee's skills, competence or training.

3.7.3 The Employee will be required to comply with any reasonable request from the Employer to perform, and or transfer to, another position or to carry out duties within the limits of their skills, competence or training providing that the duties are not to promote deskilling.

### **3.8 TERMINATION OF EMPLOYMENT**

- 3.8.1 When employment is terminated by either party the Employer will provide upon request a written statement of service, certifying the period of employment, the classification of the Employee and the type of work performed.

#### **Termination by the Employer**

- 3.8.2 Where the Employer terminates the Employee's employment (except in the case of Casual and probationary Employees) the following minimum notice will be given and confirmed in writing:

<b>Period of Continuous Service</b>	<b>Minimum Period of Notice</b>
Not more than 3 years	2 weeks' notice
More than 3 years but not more than 5 years	3 weeks' notice
More than 5 years	4 weeks' notice

- 3.8.3 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.
- 3.8.4 Where the employment is terminated with less than the required notice period payment will be made in lieu of the notice period or otherwise by agreement.
- 3.8.5 Where termination of employment is due to serious misconduct or any other reason that justifies instant dismissal, termination may be made without notice.
- 3.8.6 The notice period does not apply to Casual Employees.

#### **Termination by the Employee**

- 3.8.7 Except in the case of Casual Employees, where the Employee terminates their employment the notice of termination required to be given by an Employee will be two weeks' notice in writing. Where there is a written agreement between the Employer and Employee a longer period of notice may be required.
- 3.8.8 If the Employee fails to give the required notice the Employer can deduct from their final pay an amount equivalent to the Ordinary Time Earnings for the period of notice not given.
- 3.8.9 The notice period may be waived or reduced by agreement between the Employer and Employee.

### **3.9 REDUNDANCY & REDEPLOYMENT**

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

#### **Consultation**

- 3.9.2 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 **Clause 2.2 – Consultation About Major Workplace Change**.
- 3.9.3 As soon as practicable after making its decision, the Employer will notify the relevant Employees and/or their representatives in writing of all relevant information relating to the change including:
- a) the reasons for the proposed terminations; and
  - b) the number and categories of Employees likely to be affected; and
  - c) the period over which the terminations are likely to be carried out.
- 3.9.4 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.
- 3.9.5 The Employer is not required to disclose confidential or commercially sensitive information to Employees.

#### **Transfer to lower paid duties**

- 3.9.6 Where the Employer has made a definite decision that it no longer requires the job the Employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour and the Employee is offered and agrees to transfer to lower paid duties, the Employee will be entitled to the same minimum period of notice as if the Employee's employment had been terminated under **Clause 3.8 - Termination of Employment**.



3.9.7 The Employer may make payment in lieu of the full notice period of transfer to lower paid duties.

3.9.8 The payment will be equal to at least the difference between the amount the Employee would have received at their former rate of pay and the amount the Employee will receive at their new lower rate of pay for the number of weeks of notice still owing. Payment due should be calculated to include:

- a) payment for ordinary working hours; and
- b) allowances, loadings and penalties; and
- c) any other amounts payable under the Employee's employment contract.

#### **Time off during notice period**

3.9.9 Where the Employer has given notice of redundancy the Employee is entitled to up to 1 days' 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.

3.9.10 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.

#### **Redundancy Pay**

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

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

And thereafter one week's additional pay for each additional year of service.

3.9.13 A week's pay for the notice period means the Ordinary Time Earnings for the Employee and includes penalty rates, allowances, bonuses and any other ancillary payments.

3.9.14 A week's pay for the redundancy pay period means the Ordinary Rate of pay and excludes penalty rates, allowances and other ancillary payments.

#### **Employee leaving during notice**

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

#### **Alternative employment**

3.9.16 Where the Employer obtains other acceptable employment for the Employee with another employer the employer may apply to the Fair Work Commission to amend or reduce the amount of redundancy pay.

#### **Redundancy pay does not apply**

3.9.17 The requirement for the Employer to pay redundancy pay does not apply to:

- a) Employees dismissed for misconduct; and
- b) Casual Employees; and
- c) to a period of casual employment that occurred prior to the Employee converting to permanent employment (that is, only the period of permanent engagement shall be taken into consideration when calculating entitlements under **subclause 3.9.12**); and
- d) Employees who are specifically engaged for a specific period on a Fixed Term Contract provided that the Fixed Term Contract is not used as a contrivance to avoid the payment ; and
- e) Employees whose facility or role is involved in a transmission of business where the Employee is offered employment with the new employer in accordance with the provisions of the Fair Work Act 2009 (Cth).

#### **Incapacity to Pay**

- 3.9.18 Where the Employer is incapable of paying the full amount of redundancy pay due to financial hardship the Employer may apply to the Fair Work Commission to amend or reduce the amount of redundancy pay.

### **Outplacement Support**

- 3.9.19 The Employer will provide at their expense professional outplacement advice.

## **3.10 PORTABILITY OF ENTITLEMENTS**

- 3.10.1 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.
- 3.10.2 If an existing Ramsay Employee obtains a position at another Ramsay site, they must work out their notice period with the current employer.
- 3.10.3 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.

## **3.11 UNIFORMS**

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

### **3.12 CLASSIFICATION REVIEW PROCESS**

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

### **3.13 WORKLOAD MANAGEMENT**

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

- a) The Employee should attempt to resolve the matter with their Manager. If appropriate action is not taken to assess the workload issues raised within 5 working days the Employee should raise the issues with the relevant senior manager.
- b) The relevant senior manager shall respond to the Employee within 5 working days.
- c) If the matter remains unresolved, the Employee may seek to resolve the matter by approaching HR or by using the Dispute Resolution Procedure in this Agreement.
- d) Nothing shall prevent the Employee from seeking to resolve the matter using the Dispute Resolution Procedure in this Agreement.
- e) The time periods within the clause are subject to the relevant parties being available. Should the parties not be immediately available (due to leave or otherwise) an appropriate time frame will be agreed between the Employee and RHCWA.

## **PART 4 – HOURS OF WORK**

### **4.1 ORDINARY HOURS**

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

- 4.1.1 The Ordinary Hours of work of day worker Employees (exclusive of meal breaks) will be an average of 76 hours per fortnight, in not more than eight hours per day, to be worked Monday to Friday, inclusive, between the hours of 7.00am and 6.00pm.

#### **Peel Health Campus**

- 4.1.2 Ordinary Hours, for shift and non-shift workers shall be arranged by the Employer to best meet the organisation's needs. Ordinary Hours may be worked over any day of the week Monday to Sunday inclusive. The Ordinary Hours of work for a full time Employee shall not exceed 76 hours in each fortnight.
- 4.1.3 The Ordinary Hours of a shift shall not exceed ten hours. However the Ordinary Hours of a shift may be extended to twelve hours, by mutual agreement, where operational requirements dictate.

### **4.2 SHIFTWORK**

- 4.2.1 Employees may be engaged to work Ordinary Hours on day, afternoon or night shift on any day of the week from Monday to Sunday, as defined in **Clause 5.7 – Allowances and Payments** of this Agreement.
- 4.2.2 The Ordinary Hours of work for an Employee working afternoon or night shift will not exceed 10 hours per day.
- 4.2.3 Employee shift allowances for afternoon and night shift work are provided for in **Clause 5.7 – Allowances and Payments** of this Agreement.
- 4.2.4 If it becomes necessary for a shift Employee to work two consecutive shifts because another Employee is absent, the Employee will not be required to attend for duty within 9 hours of ceasing duty on the second shift.
- 4.2.5 When any of the days observed as a holiday as prescribed in this Agreement fall on a day when the shift Employee is rostered off duty and the Employee has not been required to work on that day the Employee will be paid as if the day was an ordinary working day or if the employer

agrees to be allowed to take a day's holiday in lieu of the holiday at a time mutually acceptable to the employer and the Employee.

4.2.6 A shift Employee will be entitled to pro rata payment of the annual leave loading in the same circumstances as other Employees covered by this Agreement.

4.2.7 Each shift Employee will be supplied by the employer with a copy of the Employee's shift roster when they commence shift work. A copy will also be available in an easily accessible place in the particular work area.

#### **4.3 FLEXIBILITY IN HOURS**

4.3.1 Subject to the following, by mutual consent of the Employer and Employee, both parties may agree in writing to an Employee working hours outside the spread of ordinary hours in which case the Employer will not be liable to pay any shift allowances, including weekend shift allowances, which, but for such agreement, would be payable.

a) Such agreement must be at the initiative and for the convenience of the Employee and must not be either directly or indirectly be reached as a result of any request, direction or pressure of the Employer.

b) The agreement will clearly set out the hours arrangement to be worked.

c) Any hours worked, at the request of the Employer, outside the parameters set out in the agreement will be deemed to be overtime.

d) The Employee may withdraw from the arrangement at any time by advising the Employer in writing.

e) The Employer may withdraw from the arrangement at any time by advising the Employee in writing.

4.3.2 Where the arrangement is withdrawn by either party, the Employee will revert to the normal working hours and arrangements for their work area and will be paid accordingly.

#### **4.4 AUTHORISED OVERTIME**

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

4.4.2 Employees will not work overtime without the employer's prior authorisation.

- 4.4.3 Hours worked outside an Employee's ordinary hours are to be paid at overtime rates provided that overtime rates will not apply until the Employee has worked at least 8 ordinary hours in that day or 10 hours for shift workers, or 76 hours per fortnight.
- 4.4.4 For the purpose of assessing overtime each day will stand alone.
- 4.4.5 Overtime will not apply to Employees whose salary is above Level 9/10 in **Schedule B - Minimum Salaries** of this Agreement unless that Employee is required to participate in a regular rostered work arrangement which would, but for this clause, incur penalty rates.

#### **Overtime for Part-Time Employees**

- 4.4.6 Part-Time Employees are entitled to receive applicable overtime payments for overtime worked as per **Clause 5.6 – Overtime, Weekend Penalty rates, Loadings and Allowances**. Part-Time Employees may work additional hours (i.e. unrostered shifts or extra hours over and above their guaranteed minimum hours) by mutual agreement. Any agreed additional hours so worked will be paid at ordinary hourly rates until the total number of hours worked exceeds 8 hours per shift or 10 hours for shift workers.
- 4.4.7 Additional hours worked by Part-Time Employees in excess of 76 hours per fortnight will be paid at overtime rates and will not accrue leave entitlements.

#### **Time off in lieu (TOIL)**

- 4.4.8 Where the Employer requests overtime to be performed, the Employee, on request will be allowed to take time off in lieu (TOIL), at a mutually agreed time.
- 4.4.9 TOIL hours will accrue at the applicable overtime rate, (e.g. 3 hours overtime would accrue 4.5 hours toward the TOIL balance (3hrs x 1.5 =4.5).
- 4.4.10 An Employee may only have a maximum of 5 days of TOIL accrued at any one time. Any additional TOIL which is accrued, above 5 days, will be cashed out. Should an Employee have 5 days TOIL accrued and untaken, any further accrued TOIL will be cashed out.
- 4.4.11 An Employee may request that their accrued and untaken TOIL be cashed out at any time.
- 4.4.12 Time off will be taken at a time convenient to the Employer.

#### **Rest break during overtime**

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

#### **Meals During Overtime**

- 4.4.13 Where an Employee works 2 hours or more of overtime the employer will provide them with a meal if possible or alternatively pay them a Meal Allowance. This clause will not apply where the Employee has been advised of the necessity to work overtime on the previous day or earlier. See **Clause 5.7 - Allowances and Payments**.

#### **4.5 ON-CALL & RECALL**

- 4.5.1 Employees may be required to be placed on-call.
- 4.5.2 Employees are also on-call when required to carry a mobile telephone or pager and to remain within a specified radius of the hospital and are not in receipt of any other compensation.
- 4.5.3 The Employee will ensure that they are easily contactable during the hours for which they have been placed on-call and may be required to remain within a specified radius of the workplace.
- 4.5.4 Where an Employee is required to be placed on-call they will be paid an On-Call Allowance. See **Clause 5.7 – Allowances and Payments**.
- 4.5.5 Where an Employee is required to remain on-call and is recalled to work, they will be paid for a minimum of 3 hours work at the appropriate overtime rate even where the Employee has completed their work in less than 3 hours.
- 4.5.6 If an Employee is called out within the three hours of starting work on a previous call, the Employee will not be entitled to any further payment for the time worked within that period of three hours.
- 4.5.7 Employees will not be required to remain on-call whilst on leave or on the day before their leave period begins, unless by agreement between the Employee and the Employer.
- 4.5.8 If an Employee is recalled to work the Employee will be provided with transport, free of charge, from the Employee's home to the place of employment and return, or, be paid the car allowance provided **Part 5.7 - Allowances and Payments**.



## **4.6 MEALS HOURS AND REST BREAKS**

### **Meal Breaks**

- 4.6.1 Employees who work 6 hours or more per day are entitled to a meal break of a minimum of 30 minutes and a maximum of 60 minutes, the timing of which will be subject to operational requirements.
- 4.6.2 An Employee rostered for a shift of 6 hours may agree to work for 6 hours without having a meal break.

### **Rest Breaks**

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

## **4.7 BANKING OF ORDINARY HOURS**

- 4.7.1 Where there is mutual agreement between the Employer and the Employee, and a specific arrangement is entered into, a bankable hours system will apply.
- 4.7.2 Banking of Ordinary Hours is a specific arrangement allowing Employees to initiate a flexibility arrangement with approval from the Employer. This arrangement is separate from a TOIL arrangement, details of which are included in **subclauses 4.4.8 to 4.4.11** - Time Off in Lieu (TOIL).
- 4.7.3 An Employee may work more or less than their daily, weekly or fortnightly rostered or contracted hours and credit or debit those hours to a "bank".
- 4.7.4 An Employee may work less than their daily, weekly or fortnightly rostered or contracted hours and work those hours at a later date. The Employee will receive their ordinary pay in the relevant pay cycle as if the full amount of hours had been worked, excluding any weekend or shift penalty rates.
- 4.7.5 An Employee may work more than their daily, weekly or fortnightly rostered or contracted hours and set those hours off against those not worked previously or take time off at a later date in lieu of payment. The Employee will receive their ordinary pay in the relevant pay

cycle as if they had worked the extra hours and will receive payment for any weekend or shift penalties for the extra hours.

- 4.7.6 Hours credited or debited under this arrangement is at ordinary time, (i.e. hour for hour).
- 4.7.7 An Employee may have a maximum of 76 hours in debit or credit at any time.
- 4.7.8 Employees whose bank of hours is in debit will be given first option to work additional hours, before the use of casual Employees and agency staff.
- 4.7.9 Full records of the arrangement and all hours credited and debited will be kept by the employer and the Employee will have full access to those records.
- 4.7.10 Where the employment is terminated the Employer will pay the Employee for all hours in credit at ordinary rate and deduct the value of any hours in debit from the final termination pay.
- 4.7.11 Either party may terminate the arrangement with 2 weeks' notice.

## **PART 5 – PAYMENT**

### **5.1 WAGE RATES AND WAGE INCREASES**

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

### **5.2 CLASSIFICATIONS AND PROGRESSION THROUGH PAY LEVELS**

5.2.1 The wage rates payable to Employees will be determined by the Employees' classification by the competencies required of the role they are performing and years of experience. See **Schedule B** and **Schedule E**.

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

#### **5.2.3 Working Party**

- (a) The Parties agree to form a working party which will review each current position covered by this Agreement to determine the correct level of position under the new classification structure. The working party will deliver their final classification structure report by end 2019, unless otherwise agreed by both parties.
- (b) The working party will be comprised of RHCWA HR and management representatives, a selection of Employees covered by this Agreement and members of the Union.
- (c) The working party will be dissolved after the current positions have been reviewed.
- (d) The working party may be reconvened to determine the appropriate level of a position in the event that there is a newly created role and no other similar role exists within the business.

#### **5.2.4 Transition to new competency classification structure**

- (a) Employees currently covered by this Agreement and employed prior to the implementation of the new classification structure will not be paid less under the new classification structure for the role they are currently employed for.
- (b) Should an Employee change role or position, that new position will be paid in accordance with the new classification structure.
- (c) Should an Employee leave a position for any reason, the replacing Employee will be paid in accordance with the new classification structure.

### **5.3 TRAVELLING**

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

### **5.4 TIME NOT WORKED**

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

### **5.5 HIGHER DUTIES**

- 5.5.1 Where an Employee is required to relieve another Employee in a higher classification than the one in which they are ordinarily employed for a period of at least five consecutive days, they will be paid higher duties for the period of relief.
- 5.5.2 Notwithstanding **subclause 5.5.1**, by agreement, higher duties may be paid for single days where day-by-day relief is identified as a regular feature or requirement of a particular position and the person performing the role is required and is capable of performing the full range of duties for that position.
- 5.5.3 An Employee who performs the full duties of the higher position will be paid higher duties at the minimum payment for the higher classification.
- 5.5.4 An Employee who does not perform the full duties will, by agreement, be paid a percentage of the difference between the higher classification and the one in which they are ordinarily employed.

### **5.6 OVERTIME, WEEKEND PENALTY RATES, LOADINGS AND ALLOWANCES**

#### **Ordinary Hours at weekends**

- 5.6.1 Where an Employee is required to work ordinary hours between midnight Friday and midnight Saturday, the Employee will be paid at time and one half (1.5x) their ordinary hourly rate of pay.
- 5.6.2 Where an Employee is required to work between midnight Saturday and midnight Sunday they will be paid at time and three quarters (1.75x) their ordinary hourly rate of pay.

#### **Overtime at weekends**

5.6.3 Where an Employee is required to work overtime hours in excess of ordinary hours between midnight Friday and midnight Saturday, the Employee will be paid at time and one half (1.5x) their Ordinary Hourly Rate of pay for the first three hours and then double time (2x) their Ordinary Hourly Rate of pay for all hours worked thereafter.

5.6.4 Where an Employee is required to work overtime hours between midnight Saturday and midnight Sunday, the Employee will be paid double time (2x) for the extra hours worked.

#### **Public Holiday Penalty Rates**

5.6.5 Where an Employee is required to work ordinary hours on a Public Holiday they will, in lieu of all other shift allowances and weekend penalty rates be paid:

- a) Double Time and one-half (2.5x) for all time worked on the Public Holiday.
- b) Alternatively, the Employee may elect to be paid time and one-half (1.5x) for all hours worked and also be allowed to observe the holiday on a day mutually acceptable to the Employer and Employee.

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

#### **Overtime Rates**

5.6.7 Hours worked in excess of the ordinary hours on any day or shift are to be paid as follows:

- a) Monday to Saturday (inclusive) –
  - (i) Time and one half (1.5x) the Ordinary Rate for the first 3 hours;
  - (ii) Double time (2.0x) the Ordinary Rate for all worked thereafter;
- b) Sunday – Double time (2.0x) the Ordinary Rate;
- c) Public Holidays – Double time and one half (2.5x) the Ordinary Rate;

### **5.7 ALLOWANCES AND PAYMENTS**

5.7.1 Details of the monetary values of allowances are included below.

#### **Shift Allowances**

5.7.2 A rostered **Day Shift** means a shift which commences at or after 6.00 am and before midday and finishes before 6.00pm.

- 5.7.3 A rostered **Afternoon Shift** means a shift which commences at or after midday and before 6.00 pm and finishes after 6.00pm.
- 5.7.4 A rostered **Night Shift** means a shift which commences at or after 6.00 pm and before midnight.
- 5.7.5 Afternoon or night shifts performed on Monday to Friday – A penalty payment of 20% will be paid to an Employee who is on duty from 6pm to 7am Monday – Friday, regardless of the shift start and finish time.
- 5.7.6 Shifts that commence on or after 9:30pm Monday to Friday and continue into the next day will be paid the night shift penalty of 20% for the entire shift irrespective of finishing time.

#### **On-call Allowance**

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

The hourly allowance will be

- a. From the first pay period on or after 29 January 2019 -\$6.06
- b. From the first pay period on or after 29 January 2020- \$6.15
- c. From the first pay period on or after 29 January 2021 - \$6.24

#### **Payment of Professional Membership**

- 5.7.8 Where the employer requires membership of a recognised body in order for the Employee to fulfil the requirements of his/her position, the membership annual subscription will be reimbursed. This does not include membership required to be registered to practice.

#### **Meal Allowance during Overtime**

- 5.7.9 Where an Employee is required to work overtime of at least two (2) hours and the Employer is not able to provide a meal, the Employee is entitled to a meal allowance of \$6.00. This meal allowance will be reviewed every July and adjusted if necessary. Review will be based on price increases at JHC.

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

## **Motor Vehicle Allowance**

- 5.7.10 An Employee who is required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of at least \$0.78 cents per kilometre.
- 5.7.11 This rate will be automatically adjusted in line with the rate determined by the Australian Tax Office for 1601cc – 2600cc vehicles with any such adjustment being applicable from the date of determination.
- 5.7.12 Where an Employee at the request of the Employer works shifts at another RHC WA facility, other than an Employee whose normal duties require them to travel to other RHC WA sites, will be paid an additional 2 hours at normal rates in addition to hours worked. If the additional 2 hours is less than the rate prescribed in **subclause 5.7.9** then that kilometre rate will be paid (i.e. whichever is the greater will be paid but not both). An Employee whose normal duties would require them to attend other RHC WA facilities are entitled to the kilometre rate only.

## **5.8 SUPERANNUATION**

### **Employer Contributions**

- 5.8.1 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).
- 5.8.2 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.
- 5.8.3 The Employee can nominate a MySuper compliant fund of their choice in to which the Employer will make the contributions. If the Employee does not nominate a fund, Employer contributions will be made in to either The Health Industry Plan (HIP) or The Health Employees Superannuation Trust (HESTA) Fund, all of which are MySuper compliant funds.
- 5.8.4 Employer contributions will be made monthly.
- 5.8.5 Contributions on behalf of an Employee in receipt of payments under the *Workers Compensation and Assistance Act* will continue to be paid for a period of three months.

### **Salary Packaging**

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



## PART 6 – LEAVE AND PUBLIC HOLIDAYS

### 6.1 ANNUAL LEAVE

#### Entitlement

6.1.1 For each year of service a full-time Employee is entitled to 4 weeks annual leave.

6.1.2 Full Time and Part Time Employees who are rostered to work their ordinary hours on Sundays and/or Public Holidays and/or are on-call are entitled to receive additional annual leave up to five days (pro rata) on the following basis:

	Full time Employees	Permanent Part-Time Employees
6 shifts or less	nil	nil
7-13 shifts	1 day	0.2 weeks
14-20 shifts	2 days	0.4 weeks
21-27 shifts	3 days	0.6 weeks
28-34 shifts	4 days	0.8 weeks
35 or more	5 days	1 week

6.1.3 An Employee regularly required to work on call will receive up to an extra 38 hours leave per year, provided that they are available to be rostered on call Monday to Sunday, including public holidays and are rostered on call to suit operational requirements.

An Employee who is regularly placed on call can accrue such leave at the following rates:

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

6.1.4 Where an Employee qualifies for additional leave by meeting the definition of a continuous shift worker and by being regularly placed on call, no more than 38 hours additional leave in total shall accrue.

6.1.5 Part-Time Employees accrue Annual Leave entitlements pro-rata based on their ordinary hours of work.

6.1.6 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**

6.1.7 Employees can take Annual Leave in one or more parts including single days.

### **Employer Direction to Take Annual Leave – Excessive Annual Leave**

6.1.8 The Employer may direct an Employee to take a period of annual leave where the Employee has accrued an excessive amount of paid Annual Leave.

6.1.9 An excessive amount of Annual Leave is the equivalent of two years' accrual. For example, 8 weeks leave balance for an Employee who has an entitlement of 4 weeks per year.

6.1.10 The Employer will consult with the Employee regarding the taking of excessive leave entitlement. When a mutual agreement cannot be reached, the Employer may direct the Employee to take leave and will consult with the Employee in relation to the rostering of such leave.

## **Payment**

6.1.11 Payment for Annual Leave will be paid for at the Employee's ordinary weekly hours at the Ordinary Rate of pay at the time of taking such leave.

## **Leave Loading**

6.1.12 When an Employee proceeds on annual leave they will be paid a loading of 17.5% of the ordinary rate of pay for four weeks at the time of taking such leave.

6.1.13 Leave loading does not apply to the extra leave accrued for on-call.

6.1.14 A shift Employee referred to in **Clause 4.2** or **Clause 6.1.2** will be paid for accrued leave, either:

- a) annual leave loading of 17.5%; or
- b) shift penalties that would apply, based on the Employee's usual or projected roster., - whichever amount is the greater.

6.1.15 If the roster cannot be projected then the calculation of shift penalties will be based on the average penalties paid to the Employee over the four weeks immediately preceding the annual leave.

6.1.16 The Employer may agree to defer payment of the annual leave loading in respect of such leave, until at least five consecutive annual leave days are taken.

6.1.17 Leave loading does not apply to Peel Health Campus Employees employed before 27 January 2016 as outlined in **subclause 1.8.3 - No Reduction**.

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

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

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

### **Annual Leave on Termination**

6.1.19 Upon termination of employment, payment in lieu of untaken Annual Leave entitlements will be made.

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

### **Cashing out of Annual Leave**

6.1.21 The Employee may elect to take payment in lieu of Annual Leave ("cashing out" of paid Annual Leave) where the Employee's remaining accrued entitlement is more than 4 weeks.

6.1.22 Annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to annual leave being less than 4 weeks.

6.1.23 Each time an Employee opts to cash out annual leave, it will be subject to a separate written agreement between the Employer and Employee.

6.1.24 The Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken that cashed out period of annual leave.

## 6.2 PERSONAL / CARERS LEAVE

### Paid Personal/Carers Leave

- 6.2.1 Full time Employees are entitled to receive 10 days/76 hours of Personal/Carers leave per annum (52 weeks) of service.
- 6.2.2 Entitlement accrues progressively according to the Employee's ordinary hours of work, and accumulates from year to year.
- 6.2.3 A Part-Time Employee accrues Personal/Carers Leave entitlements pro-rata based on their ordinary hours of work.
- 6.2.4 Unused Personal/Carers Leave entitlements accumulate from year to year and can be taken in subsequent years.
- 6.2.5 Employees may take the accrued Personal/Carers Leave where:
  - a) The Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or
  - b) To provide care or support to a member of the Employee's family or household, who requires care or support because of a personal illness, personal injury, or an unexpected emergency affecting the family member
- 6.2.6 In this part **family** means a child (including adopted, stepchild, or from a previous marriage), spouse (including interdependent and de-facto spouse), parent, grandparent, grandchild and sibling (including spouse's parent, grandparent, grandchild or sibling). **Household** means a group of people living in the same domestic dwelling.

### Unpaid Carer's Leave

- 6.2.7 Where an Employee is not entitled to paid Personal or Carer's Leave (e.g. where there is no entitlement to paid Personal/Carer's Leave; or no paid Personal/Carer's Leave has yet been accrued; or the full amount of paid Personal/Carer's Leave has already been used) the Employee is entitled to unpaid Carer's Leave.
- 6.2.8 All Employees, with consent of the Employer, are entitled to up to two days unpaid Carer's Leave for each occasion when a member of the Employee's immediate family or household requires care or support because of a personal illness, personal injury, or an unexpected emergency.

- 6.2.9 The Employer may request a medical certificate or equivalent evidence of the family member or household member's illness or injury.

#### **Notifications and Evidence**

- 6.2.10 Employees will notify the Employer of the need to take Personal/Carer's Leave as soon as is practicable. Employees should consider the smooth operation of the business and provide notification prior to the start of a normal work day/shift where possible. Employees must also advise how long the expected period of absence will be.
- 6.2.11 Employees will complete the required notification on their return to work, for authorisation by the Employer.
- 6.2.12 Employees are not required to produce evidence of absences of 2 days or less unless there have been two such absences in a calendar year, when the Employer may at their discretion, request in writing a medical certificate or equivalent evidence of the Employee's or family member's illness or injury necessitating absence in the preceding twelve months. Where it is not reasonably practicable to provide a medical certificate, a statutory declaration detailing the reasons for the absence can be provided.

#### **Payment**

- 6.2.13 Payment for Personal/Carer's Leave will be paid at the Employee's Ordinary Rate of pay for the Employee's ordinary hours of work in the period.
- 6.2.14 If an Employee is absent on the grounds of personal illness or injury, in the first or successive years of service, for a period longer than the Employee's entitlement to paid personal/Carers leave, the employer may adjust payment at the end of that year of service or at the time the Employee's services terminate, to the extent that the Employee has become entitled to further paid Personal/Carers leave during that year of service.

#### **Personal/Carers Leave whilst on a period of Annual Leave**

- 6.2.15 An Employee who would otherwise have taken paid Personal/Carers leave had they not been on Annual Leave, will be entitled to utilise their paid Personal/Carers leave entitlement in place of Annual Leave subject to the following;
- a) Application for replacement of paid Annual Leave by paid Personal/Carers Leave will be made within 7 days of resuming work.

- b) The replaced Annual Leave will be re-credited to the Employee's Annual Leave entitlement. If leave loading has already been paid to the Employee, the replaced Annual Leave will not attract leave loading upon payment in the future.

#### **Exclusions**

- 6.2.16 The provisions of the Personal/Carers Leave clause with respect to payment do not apply to Employees who are entitled to payment under the *Workers' Compensation and Injury Management Act 1981*.

### **6.3 PUBLIC HOLIDAYS**

- 6.3.1 The following days, or the days observed in lieu will, subject as herein after provided, be allowed as holidays without deduction of pay:

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

In the event that the State Government gazettes additional or alternative public holidays, the employer will recognise the gazetted day(s) and the provisions of this Clause will apply to those days.

Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days referred to in this subclause.

In such cases time and one-half will be paid during ordinary hours worked on any of the above-mentioned holidays.

- 6.3.2 Where any of the days mentioned in **subclause 6.3.1** falls on a Saturday or Sunday, such holiday will be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or a Monday, such holiday will be observed on the next succeeding Tuesday; in each case the substituted day will be deemed a holiday without deduction of pay in lieu of the day for which it is substantiated.
- 6.3.3 An Employee will be entitled to a day's pay in lieu of a Public Holiday, without deduction of pay, in respect of a Public Holiday which occurs during the Employee's Annual Leave.

#### **On call/Recall on a Public Holiday**

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

- a) 2.5x their ordinary rate of pay or
- b) An Employee may elect to be paid 1.5x their ordinary rate of pay and be entitled to time off equivalent to the time worked, to be taken at a time convenient to the Employer.

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

## **6.4 PARENTAL LEAVE**

### **6.4.1 Structure of clause**

This clause is structured as follows:

- a) Definitions: subclause 6.4.2
- b) Parental Leave – unpaid: subclause 6.4.3
- c) Non-Primary Care Giver Leave – unpaid: subclause 6.4.4
- d) Paid Parental Leave: subclause 6.4.5
- e) Notice and evidence requirements: subclause 6.4.6
- f) Parental Leave associated with the birth of a child – additional provisions: subclause 6.4.7
- g) Unpaid pre-adoption leave: subclause 6.4.8
- h) Where placement does not proceed or continue: subclause 6.4.9
- i) Special maternity leave: subclause 6.4.10
- j) Variation of period of unpaid parental leave up to 12 months: subclause 6.4.11
- k) Right to request extension to period of unpaid Parental Leave beyond 12 months: subclause 6.4.12
- l) Parental Leave and other entitlements: subclause 6.4.13
- m) Transfer to a safe job: subclause 6.4.14
- n) Returning to work after a period of Parental Leave: subclause 6.4.15
- o) Replacement Employees: subclause 6.4.16
- p) Communication during Parental Leave: subclause 6.4.17
- q) Keeping in touch days: subclause 6.4.18

### **6.4.2 Definitions**

For the purposes of this clause:

- (a) 'Child' means:
  - (i) In relation to birth-related leave, a child (or children from a multiple birth) of the Eligible Employee or the Eligible Employee's Spouse; or

- (ii) In relation to adoption-related leave, a child (or children) under 16 (as at the day of placement or expected day of placement) who is placed or who is to be placed with the Eligible Employee for the purposes of adoption, other than a child or step-child of the Eligible Employee or the Spouse of the Eligible Employee or a child who has previously lived continuously with the Eligible Employee for a period of six months or more (Adopted Child).
- (b) 'Continuous Service' includes continuous service with one and the same Employer or continuous service with more than one Employers and includes any period of employment that would count as service under the Fair Work Act.
- (c) 'Eligible Casual Employee' means an Employee employed by the Employer in Casual employment on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months and who has, but for the birth or expected birth of a Child or the decision to adopt a Child, a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.
- (d) 'Eligible Employee' for the purposes of this clause 6.4 means an Employee who has at least 12 months' Continuous Service or an Eligible Casual Employee as defined above.
- (e) 'Employee Couple' is where two employees (not necessarily of the same employer) are in a spousal or de facto relationship.
- (f) 'Parental Leave' means the 52 weeks' Parental Leave an Eligible Employee may take under **subclause 6.4.3(a)**. A person taking Parental Leave under **Clause 6.4** is the 'Primary Carer' for the purpose of this clause.
- (g) 'Primary Carer' means the person who has or will have a responsibility for the care of the Child. For the purpose of **subclause 6.4.5**, only one person can be the Child's Primary Carer at any one time and means the person who meets the Child's physical needs more than anyone else.
- (h) 'Non Primary Care Giver Leave' means the up to 8 weeks' concurrent Parental Leave an Eligible Employee who will not be the Primary care Giver of a Child may take under **subclause 6.4.6**.
- (i) 'Spouse' includes a person to whom the Eligible Employee is married and a de facto partner, former Spouse or former de facto Spouse of the Employee. A 'de facto Spouse' means a person who lives with the Employee as husband, wife or same-sex partner on a bona fide domestic basis.

### **6.4.3 Parental Leave – Unpaid**

- (a) An Eligible Employee is entitled to 12 months unpaid Parental Leave if:
  - (i) The leave is associated with
    - i. The birth of a Child of the Eligible Employee or the Eligible Employee's Spouse; or
    - ii. The placement of a Child with the Eligible Employee for adoption; and
  - (ii) The Eligible Employee is the Primary Carer.
- (b) The Eligible Employee must take the leave in a single continuous period.
- (c) Where an Eligible Employee is a member of an Employee Couple, except as provided at **subclause 6.4.4** (Non Primary Care Giver Leave – Unpaid), Parental Leave must be taken by only one parent of an Employee Couple at a time in a single continuous period.



- (d) Each member of an Employee Couple may take a separate period of up to 12 months of Parental Leave less any period of Non Primary Care Giver Leave taken by the Eligible Employee.
- (e) An Eligible Employee may be able to extend a period of unpaid Parental Leave in accordance with **subclause 6.4.10**.

#### **6.4.4 Non Primary Care Giver Leave – Unpaid**

- (a) This clause applies to an Eligible Employee who is a member of an Employee Couple.
- (b) An Eligible Employee who will not be the Primary Care Giver of a Child may take up to eight weeks' leave concurrently with any Parental Leave taken by the parent who will be the Primary Carer. Non Primary Care Giver Leave may be taken in separate periods but, unless the Employer agrees, each period must not be shorter than two weeks.
- (c) The period of Non Primary Care Giver Leave will be deducted from the period of Parental Leave to which the Eligible Employee is entitled under **subclause 6.4.3** (if applicable).

#### **6.4.5 Paid Parental Leave**

- (a) Upon an Eligible Employee commencing Parental Leave:
  - (i) An Eligible Employee, with at least 12 months continuous service, and who will be the Primary Carer at the time of the birth or adoption of the Child will be entitled to 8 weeks' Paid Parental Leave and superannuation in accordance with **Clause 5.8 - Superannuation**; or
  - (ii) An Eligible Employee who will be the Primary Carer at the time of the birth or adoption and has at least three years' continuous service will be entitled to 12 weeks' of Paid Parental Leave.
- (b) Paid Parental Leave is in addition to any relevant Commonwealth Government Paid Parental Leave scheme (subject to the requirements of any applicable legislation).
- (c) Such Leave will be paid during the ordinary pay periods corresponding with the period of the leave.
- (d) Payment for Parental Leave will be paid at the Employee's Ordinary Rate of pay for the Employee's ordinary hours of work in the period and excludes all penalties and allowances.
- (e) A variation to the payment of Paid Parental Leave resulting in the paid leave being spread over more than 8 weeks does not affect the period of continuous service recognised. For example, an Employee taking 16 weeks at half pay will, for the purpose of calculating continuous service, have 8 weeks of continuous service recognised. An Employee taking 4 weeks at double pay will have 8 weeks of continuous service recognised.
- (f) The Paid Parental Leave prescribed by this clause will be concurrent with any relevant unpaid entitlement prescribed by the NES / this Agreement.

#### **6.4.6 Notice and evidence requirements**

- (a) An Employee must give at least 10 weeks' written notice of the intention to take Parental Leave, including the proposed start and end dates. At this time, the Employee must also provide a statutory declaration stating:
  - (i) That the Employee will become either the Primary Carer or the Non Primary Care Giver of the Child, as appropriate;
  - (ii) The particulars of any Parental Leave taken or proposed to be taken or applied for by the Employee's Spouse; and
  - (iii) That for the period of Parental Leave the Employee will not engage in any conduct inconsistent with their contract of employment.

- (b) At least four weeks before the intended commencement of Parental Leave, the Employee must confirm in writing the intended start and end dates of the Parental Leave, or advise the Employer of any changes to the notice provided in **subclause 6.4.6 (a)** unless it is not practicable to do so.
- (c) The Employer may require the Employee to provide evidence which would satisfy a reasonable person of:
  - (i) In the case of birth-related leave, the date of birth of the Child (including without limitation, a medical certificate or certificate from a registered midwife, stating the date of birth or expected date of birth); or
  - (ii) In the case of adoption-related leave, the commencement of the placement (or expected day of placement) of the Child and that the Child will be under 16 years of age as at the day of placement or expected day of placement.
- (d) An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by the birth of the Child or placement occurring earlier than the expected date or in other compelling circumstances. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.

#### **6.4.7 Parental Leave associated with the birth of a Child – additional provisions**

- (a) Subject to the limits on duration of Parental Leave set out in this Agreement and unless agreed otherwise between the Employer and Eligible Employee, an Eligible Employee who is pregnant may commence Parental Leave at any time up to six weeks immediately prior to the expected date of birth.
- (b) Six weeks before the birth
  - (i) Where a pregnant Eligible Employee continues to work during the six week period immediately prior to the expected date of birth, the Employer may require the Eligible Employee to provide a medical certificate stating that she is fit for work and, if so, whether it is inadvisable for her to continue in her present position because of illness or risks arising out of the Eligible Employee's pregnancy or hazards connected with the position.
  - (ii) Where a request is made under **subclause 6.4.7(b)(i)** and an Eligible Employee
    - i. Does not provide the Employer with the requested certificate within seven days of the request; or
    - ii. Within seven days after the request the Eligible Employee gives the Employer a medical certificate stating that the Eligible Employee is not fit for work
 the Employer may require the Eligible Employee to commence their Parental Leave as soon as practicable.
  - (iii) Where a request is made under **subclause 6.4.7(b)(i)** and an Eligible Employee provides a medical certificate that states that the Eligible Employee is fit for work but it is inadvisable for the Eligible Employee to continue in her present position during a stated period, **subclause 6.4.14** (Transfer to a Safe Job) will apply.

#### **6.4.8 Unpaid Pre-Adoption Leave**

Employee's entitlement to Pre-Adoption Leave is set out at **subclause 6.4.3**.

#### **6.4.9 Where placement does not proceed or continue**

- (a) Where the placement of the Child for adoption with an Eligible Employee does not proceed or continue, the Eligible Employee must notify the Employer immediately.
- (b) Where the Eligible Employee had, at the time, started a period of Adoption-Related Leave in relation to the placement, the Eligible Employee's entitlement to Adoption-Related Leave is not affected, except where the Employer gives written notice under **subclause 6.4.9(c)**.

- (c) The Employer may give the Eligible Employee written notice that, from a stated day no earlier than four weeks after the day the notice is given, any untaken Adoption-Related Leave is cancelled with effect from that day.
- (d) Where the Eligible Employee wishes to return to work due to a placement not proceeding or continuing, the Employer must nominate a time not exceeding four weeks from receipt of notification for the Eligible Employee's return to work.

#### **6.4.10 Special Maternity Leave**

- (a) Entitlement to unpaid special birth-related leave:
  - (i) A female Eligible Employee is entitled to a period of unpaid special leave if she is not fit for work during that period because:
    - i. She has a pregnancy-related illness; or
    - ii. She has been pregnant, and the pregnancy ends within 28 weeks of the expected date of the birth of the Child otherwise than by the birth of a living Child.
  - (ii) A female Eligible Employee who has an entitlement to Personal Leave may, in part or whole, take Personal Leave instead of unpaid special leave under this clause.
  - (iii) Where the pregnancy ends more than 28 weeks from the expected date of birth of the Child, the Eligible Employee is entitled to access any paid and/or unpaid Personal Leave entitlements in accordance with the relevant Personal Leave provisions.

#### **(b) Evidence**

If an Eligible Employee takes leave under this clause the Employer may require the Eligible Employee to provide evidence that would satisfy a reasonable person of the matters referred to in **subclause 6.4.10(a)(i)** or to provide a certificate from a registered medical practitioner. The Eligible Employee must give notice to the Employer as soon as practicable, advising the Employer of the period or the expected period of leave under this provision.

#### **6.4.11 Variation of a period of unpaid Parental Leave (up to 12 months)**

- (a) Where an Eligible Employee has:
  - (i) Given notice of the taking of a period of Parental Leave under **subclause 6.4.3**; and
  - (ii) The length of this period of Parental Leave as notified to the Employer is less than the Eligible Employee's available entitlement to Parental Leave; and
  - (iii) The Eligible Employee has commenced the period of Parental Leave the Eligible Employee may apply to the Employer to extend the period of Parental Leave on one occasion. Any extension is to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in **subclause 6.4.3** or **subclause 6.4.11**.
- (b) If the Employer and Eligible Employee agree, the Eligible Employee may further change the period of Parental Leave.

#### **6.4.12 Right to request an extension of period of Unpaid Parental Leave beyond 12 months**

- (a) An Eligible Employee entitled to Parental Leave pursuant to the provisions of **subclause 6.4.3** may request the Employer to allow the Eligible Employee to extend the period of Parental Leave by a further continuous period of up to 12 months immediately following the end of the available Parental Leave.
- (b) **Request to be in writing.** The request must be in writing and must be given to the Employer at least four weeks before the end of the available Parental Leave period.
- (c) **Responses to be in writing.** The Employer must give the Eligible Employee a written response to the request stating whether the Employer grants or refuses the request. The response must be given as soon as practicable, and not later than 21 days, after the request is made.

- (d) **Refusal only on reasonable business grounds.** The Employer may only refuse the request on reasonable business grounds.
- (e) **Reasons for refusal to be specified.** If the Employer refuses the request, the written response must include details of the reasons for the refusal.
- (f) **Reasonable opportunity to discuss.** The Employer must not refuse the request unless the Employer has given the Eligible Employee a reasonable opportunity to discuss the request.
- (g) **Employee Couples.** Where a member of an Employee Couple is requesting an extension to a period of Parental Leave in relation to a Child:
  - (i) The request must specify any amount of Parental Leave that the other member of the Employee Couple has taken, or will have taken in relation to the Child before the extension starts;
  - (ii) The period of extension cannot exceed 12 months, less any period of Parental Leave that the other member of the Employee Couple has taken, or will have taken, in relation to the Child before the extension starts;
  - (iii) The amount of Parental Leave to which the other member of the Employee Couple is entitled under **subclause 6.4.3** in relation to the Child is reduced by the period of the extension.
- (h) **No extension beyond 24 months.** An Eligible Employee is not entitled to extend the period of Parental Leave beyond 24 months after the date of birth or day of placement of the Child.

#### **6.4.13 Parental Leave and other entitlements**

An Eligible Employee may use any accrued Annual Leave or Long Service Leave entitlements concurrently with Parental Leave, save that taking that leave does not have to have the effect of extending the period of Parental Leave.

#### **6.4.14 Transfer to a safe job**

- (a) Where an Employee is pregnant and provides evidence that would satisfy a reasonable person that she is fit for work but it is inadvisable for the Employee to continue in her present position for a stated period (the risk period) because of:
  - (i) Illness or risks arising out of the pregnancy; or
  - (ii) Hazards connected with the position,
 the Employee must be transferred to an appropriate safe job if one is available for the risk period, with no other change to the Employee's terms and conditions.
- (b) Paid no safe job leave if:
  - (i) **Subclause 6.4.14(a)** applies to a pregnant Eligible Employee but there is no safe job available; and
  - (ii) The Eligible Employee is entitled to Parental Leave; and
  - (iii) The Eligible Employee has complied with the notice of intended start and end dates of leave and evidence requirements under **subclause 6.4.6** for taking Parental Leave;
 then the Eligible Employee is entitled to paid no safe job leave for the risk period.
- (c) If the Eligible Employee takes paid no safe job leave for the risk period, the Employer must pay the Eligible Employee at the Eligible Employee's Ordinary Rate of pay (for the position she was in before the transfer) for the Employee's ordinary hours in the risk period.
- (d) This entitlement to paid no safe job leave is in addition to any other leave entitlement the Eligible Employee may have.
- (e) If an Eligible Employee, during the six week period before the expected date of birth, is on paid no safe job leave, the Employer may request that the Eligible Employee provide a medical certificate within seven (7) days stating whether the Eligible Employee is fit for work.
- (f) If the Eligible Employee has either
  - (i) Not complied with the request from the Employer under (e) above; or

- (ii) Provided a medical certificate stating that she is not fit for work; then the Eligible Employee is not entitled to no safe job leave and the Employer may require the Eligible Employee to undertake Parental Leave as soon as practicable.
- (g) Unpaid no safe job leave. If:
  - (i) **Subclause 6.4.14(a)** applies to a pregnant Employee but there is no appropriate safe job available; and
  - (ii) The Employee will not be entitled to Parental Leave as at the expected date of birth; and
  - (iii) The Employee has given the Employer evidence that would satisfy a reasonable person of the pregnancy if required by the Employer (which may include a requirement to provide a medical certificate),
 The Employee is entitled to unpaid no safe job leave for the risk period.

#### **6.4.15 Returning to work after a period of Parental Leave**

- (a) An Eligible Employee must confirm to the Employer that the Eligible Employee will return to work as scheduled after a period of Parental Leave at least four weeks prior to the end of the leave, or where that is not practicable, as soon as practicable.
- (b) And Eligible Employee will be entitled to return:
  - (i) Unless **subclause 6.4.15(b)(ii)** or **subclause 6.4.15(b)(iii)** applies to the position which they held immediately before proceeding on Parental Leave;
  - (ii) If the Eligible Employee was promoted or voluntarily transferred to a new position (other than to a safe job pursuant to **subclause 6.4.14**).
- (c) **Subclause 6.4.15(b)** is not to result in the Eligible Employee being returned to the safe job to which the Eligible Employee was transferred to under **subclause 6.4.14**. In such circumstance, the Eligible Employee will be entitled to return to the position held immediately before the transfer.
- (d) Where the relevant former position (per **subclauses 6.4.15(b)** and **6.4.15(c)** above) no longer exists, the Eligible Employee is entitled to return to an available position for which the Eligible Employee is qualified and suited nearest in status and pay to that of their pre-Parental Leave position.
- (e) The rights of the Employer in relation to engagement and re-engagement of Casual Employees are not affected, other than in accordance with this clause.

#### **6.4.16 Replacement Employees**

- (a) A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred as a result of an Eligible Employee proceeding on Parental Leave.
- (b) Before the Employer engages a Replacement Employee, the Employer must inform that person of the temporary nature of the employment and of the rights of the Eligible Employee who is being replaced to return to their pre-Parental Leave position.

#### **6.4.17 Keeping in touch days**

- (a) This clause does not prevent an Eligible Employee from performing work for the Employer on a keeping in touch day while the Eligible Employee is taking Parental Leave. If the Eligible Employee does so, the performance of that work does not break the continuity of the period of Parental Leave.
- (b) Any day or part of a day on which the Eligible Employee performs work for the Employer during the period of leave is a keeping in touch day if:
  - (i) The purpose of performing the work is to enable the Eligible Employee to keep in touch with his or her employment in order to facilitate a return to that employment after the end of the period of leave; and

- (ii) Both the Eligible Employee and the Employer consent to the Eligible Employee performing work for the Employer on that day; and
- (iii) The day is not within
  - i. If the Eligible Employee suggested or requested that they perform work for the Employer on that day – 14 days after the date of birth, or day of placement, of the Child to which the period of leave relates; or
  - ii. Otherwise – 42 days after the date of birth, or day of placement, of the Child; and
- (iv) The Eligible Employee has not already performed work for the Employer or another entity on ten days during the period of leave that were keeping in touch days.
- (c) The Employer must not exert undue influence or undue pressure on an Eligible Employee to consent to a keeping in touch day.
- (d) For the purposes of **subclause 6.4.18(b)(iv)** the following will be treated as two separate periods of unpaid leave:
  - (i) A period of Parental Leave taken during the Eligible Employee's available Parental Leave period under **subclause 6.4.3**; and
  - (ii) An extension of the period of Parental Leave under **subclause 6.4.11**.

## 6.5 COMPASSIONATE LEAVE

- 6.5.1 Employees (full-time and Part-Time) are entitled to 3 days of paid Compassionate Leave, without loss of ordinary time earnings, 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 For the purposes of this clause, the term ***member of the Employee's immediate family or household*** means a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of an Employee; or a child, parent, grandparent, grandchild or sibling of the Employee's spouse or de facto partner. This term also includes step-relations (for example, step-parents and step-children) as well as adoptive relations.
- 6.5.3 Employees will notify the Employer of the request to seek Compassionate Leave as soon as is practicable. Employees should consider the smooth operation of the business and provide notification prior to the start of a normal work day/shift where possible. Employees must also advise how long the expected period of absence will be.
- 6.5.4 The Employer may request evidence of the need for Compassionate Leave at their discretion to determine if such leave will be approved.

## **6.6 FAMILY AND DOMESTIC VIOLENCE LEAVE**

6.6.1 This clause applies to all Employees, including casual Employees.

### **6.6.2 Definitions**

(a) In this clause:

**Family and domestic violence** means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.

**Family member** means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
- (iii) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

(b) A reference to a spouse or de facto partner in the definition of family member in **subclause 6.6.2(a)** includes a former spouse or de facto partner.

### **6.6.3 Entitlement to unpaid leave**

An Employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

- (a) the leave is available in full at the start of each 12month period of the Employee's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to Part-Time and Casual Employees.

A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and Employer.

The Employer and Employee may agree that the Employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

### **6.6.4 Taking unpaid leave**

An Employee may take unpaid leave to deal with family and domestic violence if the Employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.
- (c) The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

### **6.6.5 Service and continuity**

#### **(a) Notice**

An Employee must give their Employer notice of the taking of leave by the Employee under clause 6.6. The notice:

- (i) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise the Employer of the period, or expected period, of the leave.

#### **(b) Evidence**

An Employee who has given their Employer notice of the taking of leave under clause 6.6 must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in **subclause 6.6.4**.

Depending on the circumstances such evidence may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

### **6.6.6 Confidentiality**

(a) Employers must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under **Clause 6.6** is treated confidentially, as far as it is reasonably practicable to do so.

(b) Nothing in **Clause 6.6** prevents an Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

## **6.7 COMMUNITY SERVICE LEAVE**

6.7.1 Employees are entitled to be absent from work in order to engage in an eligible community service activity.

6.7.2 Eligible community service activities are:

- a) Jury Service (including attendance for Jury selection); or
- b) A voluntary emergency management activity, i.e. dealing with an emergency or natural disaster as a member of a recognised emergency management body (e.g., Red Cross, State Emergency Service etc.).

### **Notifications and Evidence**

6.7.3 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 this should be as soon as the Employee receives their summons to attend Jury Service. Employees must also advise how long the expected period of absence will be.

- 6.7.4 Applications should be made to the relevant manager and evidence should also be supplied.
- 6.7.5 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**

- 6.7.6 If the Employee is required to attend jury service during his/her ordinary hours of work, the Employee will be paid by the employer during this time, the Employee's ordinary rate of pay for the Employee's ordinary hours of work in the period.
- 6.7.7 Where an Employee is entitled to a Jury Service Payment from the Court, the Employee will claim the payment in full and reimburse the amount to the Employer.

### **6.8 LONG SERVICE LEAVE**

#### **Entitlement and Eligibility**

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

#### **Payment**

- 6.8.5 The Employee is entitled to payment for Long Service Leave at their Ordinary Rate of pay not including any penalty payments or allowances.

## **Taking Long Service Leave**

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

## **6.9 DEFERRED SALARY SCHEME**

- 6.9.1 To be eligible for this scheme, an Employee must be contracted to work at least 45 hours per fortnight and be a full time or part time Employee for the entire period of the deferred salary scheme.
- 6.9.2 An Employee will have access to the 4/5 pay option, whereby they work for 4 years at 80% pay and then take one year off at 80% pay in accordance with the following:
  - a) The agreement must be writing.
  - b) The accrued salary will be annualised over the fifth year.
  - c) The fifth year will be treated as continuous service.
  - d) The leave may not be accrued unless the Employer agrees to accrue.
- 6.9.3 In deciding whether to support an Employee's request for this arrangement, the Employer will take into account operational requirements which may include restricting the number of Employees allowed to work under this arrangement at any one time and/or staggering the timing of such arrangements.
- 6.9.4 An Employee may withdraw from the arrangement in writing. The Employee will then receive a lump sum payment equal to the accrued credit paid at a mutually agreeable time but no later than 3 months from the time of the Employee's withdrawal.

- 6.9.5 An Employee whose employment is terminated prior to the completion of the fourth year will be paid the accrued credit in their final payment.
- 6.9.6 Any paid leave taken during the first four years of the arrangement will be paid at 80% of the Employee's normal salary.
- 6.9.7 It is the responsibility of the Employee to investigate the impact of the arrangement on his/her superannuation and taxation.

#### **6.10 LEAVE WITHOUT PAY**

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

#### **6.11 PROFESSIONAL DEVELOPMENT LEAVE**

- 6.11.1 RHC recognises the value in providing the opportunity for Employees to attend approved conferences, seminars, meetings or courses where the content is expected to significantly to their body of knowledge and therefore work performance.

6.11.2 Unless otherwise agreed, two days paid Professional Development Leave per accrual year will be granted to full time Employees with a pro-rata entitlement for Part-Time Employees.

6.11.3 Professional Development Leave is non-cumulative.

#### **6.12 ADDITIONAL LEAVE IN LIEU OF SALARY**

6.12.1 Employees can opt for a proportion of salary equivalent to a maximum of 152 hours cashed in for additional leave. This will be subject to the Employers policy, and stated clearly in a written agreement between the Employer and the Employee.

6.12.2 It will remain the responsibility of the Employee wishing to avail themselves of the option to purchase additional leave to seek advice concerning potential implications for taxation, superannuation, salary packaging and other benefits.

## **PART 7 – UNION MATTERS**

### **7.1 WORKPLACE REPRESENTATIVES**

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

## **7.2 HSUWA MEMBER MEETINGS**

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

## PART 8 – SIGNATORIES

Signed for and on behalf of RAMSAY  
HEALTH CARE PTY LTD  
Kevin Cass-Ryall  
Operations Executive Manager – Ramsay  
Health Care WA  
15 Monash Avenue, Nedlands WA 6009

x

Date:

In the presence of (name and address):

HELEN MUNRO  
C/- HOLLYWOOD PRIVATE  
HOSPITAL  
MONASH AVENUE  
NEDLANDS 6009

Date:

Signed as Employee Representative, for and  
on behalf of the HEALTH SERVICES UNION  
WA

Dan Hill  
Secretary – HSU WA Branch  
8 Coolgardie Terrace, Perth, WA 6000

x

Date:

In the presence of (name and address):

GILBERT REID  
8 COOLGARDIE TERR  
PERTH WA

Date:

## **SCHEDULES**

### **SCHEDULE A – HOSPITALS TO BE COVERED BY AGREEMENT**

The Ramsay Health Care Australia Pty. Ltd. hospitals listed below are party to this agreement:

- **Attadale Rehabilitation Hospital: ABN 53 106 722 347**
- **Glengarry Private Hospital: ABN 53 106 722 347**
- **Hollywood Private Hospital: ABN 36 003 184 889**
- **Joondalup Health Campus: ABN 61 106 723 193**
- **Peel Health Campus: ABN 36 003 184 889**



## SCHEDULE B – MINIMUM SALARIES

- 1) The minimum rates of salaries to be paid to Employees covered by this Agreement and are contained in the tables below.
- 2) Salary increases provided by this Agreement will be payable from the first full pay period (ffpp) on or after 27 January 2019, 27 January 2020 and 27 January 2021.
- 3) **Salaries - Administration, technical, supervisory, and managerial Employees.**

Classification	Current rate	ffpp on/after 27 Jan 2019 1.5%	ffpp on/after 27 Jan 2020 1.5%	ffpp on/after 27 Jan 2021 1.5%
<b>Level 1</b>				
Under 18yrs	46,917	47,621	48,335	49,060
1st year	48,368	49,094	49,830	50,577
2nd year	49,861	50,609	51,368	52,139
3rd year	51,343	52,113	52,895	53,688
4th year	52,826	53,618	54,423	55,239
<b>Level 2</b>				
2.1	57,513	58,376	59,251	60,140
2.2	58,693	59,573	60,467	61,374
2.3	60,442	61,349	62,269	63,203
2.4	62,505	63,443	64,394	65,360
2.5	64,109	65,071	66,047	67,037
<b>Level 3</b>				
3.1	65,006	65,981	66,971	67,975
3.2	65,676	66,661	67,661	68,676
3.3	66,838	67,840	68,858	69,891
3.4	68,493	69,520	70,563	71,622
<b>Level 4</b>				
4.1	69,901	70,950	72,014	73,094
4.2	72,015	73,095	74,192	75,304
4.3	74,185	75,298	76,427	77,754
4.4	77,270	78,429	79,605	80,800
<b>Level 5</b>				
5.1	78,876	80,059	81,260	82,479
5.2	81,088	82,304	83,539	84,792
5.3	83,358	84,608	85,877	87,166
5.4	85,695	86,980	88,285	89,609

**Level 6**

6.1	90,199	91,552	92,925	94,319
6.2	93,547	94,950	96,374	97,820
6.3	98,299	99,773	101,270	102,789

**Level 7**

7.1	100,839	102,352	103,887	105,445
7.2	104,058	105,619	107,203	108,811
7.3	107,394	109,005	110,640	112,300

**Level 8**

8.1	112,270	113,954	115,663	117,398
8.2	116,266	118,010	119,780	121,577

**Level 9**

9.1	122,316	124,151	126,013	127,903
9.2	126,523	128,421	130,347	132,302

**Level 10**

10.1	131,127	133,094	135,090	137,117
10.2	138,537	140,615	142,724	144,865

- (a) An Employee, who is 18 years of age or older on appointment to a classification equivalent to Level 1, may be appointed to the minimum rate of pay based on years of service, not on age.
- (b) Progression within classifications will be by annual increment subject to the Employee's satisfactory performance over the proceeding twelve months.
- (c) Should an Employee move to a higher level, that Employee will commence on the first increment of that new pay rate unless otherwise agreed.
- (d) An Employee classified as a therapy assistant level 2, will be classified at level 3, upon application and successfully meeting the prescribed criteria in **Schedule D - Therapy Assistant Elevation to Level 3 Criteria**.

**(4) Salaries - Specified Callings and Other Professionals**

- (a) Employees who are employed in the calling of Biomedical Engineer, Medical Imaging Technologist, Dietician, Occupational Therapist, Physiotherapist, Social Worker, Librarian, Speech Pathologist, Audiologist, Psychologist, Orthotist, Certified Clinical Perfusionist, Orthoptist, Research Officer, or any other professional calling as agreed between the Union and employer, will be entitled to Annual Salaries as follows:
- (b) Subject to paragraph (d) of this subclause, on appointment or promotion to the Level P1 under this clause:

- (i) Employees, who have completed an approved three year academic tertiary qualification, relevant to their calling, will commence at the first year increment;
- (ii) Employees, who have completed an approved 4 year degree, relevant to their calling, will commence at level P1.2.
- (iii) Employees, who have completed an approved Masters or PhD, and an approved undergraduate degree, relevant to their calling, will commence at P1.3.
- (iv) Employees, who have completed an approved graduate master's degree, but have not completed an approved undergraduate degree relevant to their calling will commence on level 1.2.

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

- (c) The Employer, in allocating levels pursuant to subclause (2) of this clause may determine a commencing salary above Level P 1.2 for a particular calling/s.
- (d) Progression within classifications will be by annual increments subject to the Employee's satisfactory performance over the preceding twelve months.

With regard to organisational needs, an Employee at classification level P 1.5 will be classified to classification level P 2 upon application and successfully meeting the prescribed criteria in **Schedule C – Senior Health Professional Level P 2 Competencies**.

Classification	Current rate	ffpp on or after 27 Jan 2019 1.5%	ffpp on or after 27 Jan 2020 1.5%	ffpp on or after 27 <sup>th</sup> Jan 2021 1.5%
<b>Level 1</b>				
P1.1	67,586	68,560	69,629	70,673
P1.2	71,740	72,816	73,908	75,017
P1.3	79,063	80,249	81,453	82,674
P1.4	83,419	84,670	85,940	87,229
P1.5	92,108	93,490	94,892	96,315
P1.6	99,268	100,757	102,268	103,802
<b>Level 2</b>				
P2.1	102,389	103,925	105,484	107,066
P2.2	105,462	107,044	108,650	110,279
P2.3	110,157	111,809	113,486	115,189
<b>Specialist Coordinator</b>				
Year 1	115,215	116,943	118,697	120,478
Year 2	117,520	119,283	121,072	122,888

<b>Manager</b>	121,943	123,772	125,629	127,513
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- (5) The weekly salary will be computed by dividing the annual salary by 52.1667. The hourly rate will be calculated by dividing the weekly salary by 38
- (6) The parties will review the salary rates in this Agreement should the total wage prescribed by this agreement for any classification fall below that prescribed in the *Health Professionals and Support Services Award 2010*.

## **SCHEDULE C – SENIOR HEALTH PROFESSIONAL LEVEL P2 COMPETENCIES**

### **Level 2 (Clinical Senior) Competencies**

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

#### **Decision making standards**

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

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

### **ESSENTIAL CRITERIA**

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

#### **CLINICAL PRACTICE**

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

#### **EDUCATION**

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

#### **MANAGEMENT**

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

## **SCHEDULE D – THERAPY ASSISTANT ELEVATION TO LEVEL 3 CRITERIA**

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

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

### Mandatory

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

### Two of the following desirable criteria

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

## SCHEDULE E - CLASSIFICATIONS COVERED BY THE AGREEMENT

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

Position
Accounts Receivable / Payable Supervisor
Accounts Receivable / Payable Officer
Administration Assistant
Administration Manager
Administration Officer
Admissions Coordinator ED
Admissions Officer
Anaesthetic Secretary
Anaesthetic Technician
Anaesthetic Technician Team Leader
Anaesthetic Technician Trainee
Assistant Accountant
Biomedical Technician
Café Team Coordinator
Catering Manager
Catering Supervisor
Chaplain Assistant
Clerical Officer
Clerical Supervisor
Clerk
Clinical Coder
Clinical Coder Senior
Communications Supervisor
Concierge
Data Analyst Administrator
Doctors Accounts Officer
Executive Secretary
Finance Officer
Finance Officer Senior
Freedom of Information Coordinator
Freedom of Information Officer
Functions Coordinator
GP Communication Officer
Health Information Manager
Health Information Officer
Hotel Services Manager
HR Administrator
HR Advisor
HR Officer
ID Badge Administrator
Library Technician

Medical Liaison Officer
Medical Records Assistant
Medical Typist
Mental Health Therapist
Newborn Hearing Screener / Coordinator
Occupational Therapy Assistant
Orthopaedic Technician
Pastoral Care Coordinator
Pastoral Care Worker
Patient Advocate
Patient Equipment Officer
Patient Liaison Officer
Payroll Manager Senior
Payroll Officer
Personal Assistant
Policy Manager
Practice Manager
Practice Secretary
Private Liaison Coordinator
Private Liaison Officer
Production Coordinator
Project Officer
Purchasing / Stores / Supply Officer
Purchasing Officer Senior
Quality Support Assistant
Receptionist
Service Improvement Manager
Specialist Clinic Coordinator
<b>Specified Callings &amp; other Professionals</b>
Staffing Officer
Stores / Supply Manager
Stores / Supply Supervisor
Supervisor Public Reception / Ward Clerks
Switch Operator
Technician (qualified)
Theatre Inventory Officer
Therapy Assistant
Uniform Coordinator
Work Health & Safety Officer

The listed positions and levels are current at the time of negotiation of this Agreement, and are therefore not exhaustive. Where an employee is appointed to a position that is not listed, the classification of the position will be established having regard to the competencies required for the position, including such relativities as levels of responsibilities, duties, skills, education, and consideration will also be given to the classification of similar positions.



**Classification levels.**

- a) Each level assumes that they are able to perform all the competencies at the lower levels.
- b) All levels are required to demonstrate behaviours stipulated in the Ramsay Way.

Level	Task	Judgement and Problem Solving	Autonomy and Supervision	Influence and Impact
1	<p>A range of straightforward and/or repetitive tasks with instructions</p> <p>Under instructions and with assistance, occasionally performs some more complex tasks</p> <p>Task competency and knowledge acquired through on the job training and/or short courses consistent with training for level</p> <p>Tasks require a basic level of written and verbal communication skills</p>	<p>Basic problems that are recurring and similar in nature</p> <p>Some problems may require the interpretation of procedures and instructions</p> <p>Determine when to refer and when to seek assistance when dealing with more complex tasks</p> <p>Prioritise tasks on a day to day basis</p>	<p>Close or continuous supervision and direction</p> <p>May work with limited or indirect supervision</p>	<p>Required to interact with others</p> <p>Impact is limited to own role but may be required to assist the immediate team</p>

Level	Task	Judgement and Problem Solving	Autonomy and Supervision	Influence and Impact
2	<p>Combination of straightforward and moderately complex and/or recurring tasks with limited instruction or assistance</p> <p>Tasks require moderate levels of written and verbal communication skills</p> <p>Tasks require a sound working knowledge of relevant trade, technical and/or administrative practices</p> <p>Tasks require a basic level of creative thinking, planning or design function</p> <p>Application of specific knowledge and skills across technologies, assignments or trades</p>	<p>Solve standard problems within an established framework</p> <p>Collect and assess information in accordance with clear procedures</p> <p>Limited discretion to vary tasks</p> <p>Basic level of creative thinking and analysis required to solve problems</p> <p>Choose from a range of pre-defined solutions</p> <p>Use operational experience to contribute to basic process improvements</p> <p>Some scope to suggest minor changes to procedures or work instructions within own area of work.</p>	<p>Work with indirect supervision and autonomously in standard circumstances</p> <p>General direction, assistance or guidance is available for non-standard or more complex tasks</p> <p>Generally responsible for own work on a day-to-day basis</p>	<p>Request and provide information from others</p> <p>Impact generally affects operational efficiency of own work and work area</p>

Level	Task	Judgement and Problem Solving	Autonomy and Supervision	Influence and Impact
3	<p>Moderately complex tasks with greater variety</p> <p>Tasks require an in-depth working knowledge of a wide-range of areas or specialist knowledge in a particular area</p> <p>Tasks require some interpretation and analysis</p> <p>Tasks require moderate levels of creative thinking, planning and design functions</p> <p>Interpret and advise on policies, systems, manuals, rules, procedures or guidelines</p>	<p>Solve range of problems which require some judgement and initiative</p> <p>Consider most appropriate procedure and/or solution within scope of role</p> <p>Some initiative is required but solutions will generally be defined from previous situations</p> <p>Use operational experience to actively monitor and contribute to process improvements within scope of role</p>	<p>Work with indirect supervision in most circumstances</p> <p>Direct supervision is available in some specialist roles that work in an Acute setting but would mainly work autonomously</p> <p>May provide guidance to others in the work area</p> <p>May supervise others' work</p> <p>Plan and organise own time</p>	<p>May influence and/or impact on wider work area</p> <p>May be required to interpret information to suggest a possible course of action</p>

Level	Task	Judgement and Problem Solving	Autonomy and Supervision	Influence and Impact
4	<p>Advanced knowledge of processes that require specialised skills</p> <p>Knowledge typically acquired through more advanced specialised training and/or education and/or experience</p> <p>Require an understanding of broader context and peripheral reasoning regarding relevant policies, procedures and systems</p> <p>Tasks are complex and varied</p>	<p>Problems can be varied and may require analysis before a solution is identified</p> <p>Discretion to innovate within own function and take responsibility for outcomes</p> <p>Decisions may impact other work areas</p> <p>Requisite to consider wider implications</p> <p>Regular use of initiative is required</p> <p>Continuously reviews and suggests process improvements within department</p>	<p>Generally work with limited supervision/direction, assistance or guidance to perform and complete tasks on a daily basis</p> <p>Direction is not always available, however direct supervision is available in some specialist roles that work in an Acute setting but would mainly work autonomously</p> <p>May supervise others</p>	<p>Provide advice in a range of circumstances and topics related to scope of role</p> <p>Liaise with wider business areas</p> <p>Provide reasoned arguments to basic issues</p> <p>Likely to influence wider work area</p>

5	<p>Apply substantial theoretical and technical knowledge and experience to a range of issues and circumstances requiring considerable independent analysis and interpretation</p> <p>Provide expert advice or instruction to internal and/or external stakeholders in relation to a specialised area</p> <p>Knowledge may be acquired from extensive training, education and/or experience</p>	<p>Independent application of knowledge to determine solutions</p> <p>Modify and adapt techniques</p> <p>Research and analyse a situation to propose new responses or solutions</p> <p>Discretion to modify work processes and procedures to achieve better outcomes</p> <p>Decisions and processes are likely to impact other work areas</p>	<p>Direction provided where requested</p> <p>Guidance is provided and is outcome/objective focussed</p> <p>May supervise others</p>	<p>Decision making is supported by rational and well researched argument, and is well communicated within a specific work area or speciality</p> <p>May be required to accommodate a range of interests or views when determining solutions</p> <p>May interact with internal and external stakeholders</p>
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6	<p>Adapt technique and manage situations from principles rather than procedures</p> <p>Develop, review or evaluate policies, programs or initiatives that usually impact beyond the immediate area of responsibility, or requiring comprehensive contextual knowledge</p> <p>Be a recognised authority within the business in a specialised area</p> <p>Develop or apply new principles, policy and/or technology</p>	<p>Adapt and respond to uncommon or new situations</p> <p>Problems may not be well defined and solutions require review of options, interpreting information and making judgements based on varying information and individuals</p> <p>Has some independence to determine and decide appropriate course of action to solve problems as they arise</p> <p>Some roles will provide key advice on management or technical issues at department level or equivalent</p> <p>Problems and decisions concern a variety of matters and will often relate to other areas of the business</p>	<p>Supervision is indirect and mainly provided in the form of guidance</p> <p>Proactively deal with varied situations with limited guidance</p> <p>May have management responsibility for a function or team</p>	<p>Interaction aimed at influencing and motivating others</p> <p>Liaise with others on a wide variety of work matters</p> <p>Provides full analysis and recommendations which usually influences and impacts a number of work areas</p> <p>Highly developed communication skills required</p>
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7	<p>Tasks require significant creative, planning and management contribution</p> <p>Responsibility for or impact on significant resources</p> <p>Take a leading operational role</p> <p>Responsibilities commonly require significant planning, liaison, consultation and negotiation</p>	<p>May allocate resources within constraints established by senior management</p> <p>Problems are often not clearly defined and are constant</p> <p>Some roles will provide key advice on management or technical issues at business level</p>	<p>Supervision is mostly indirect and there is a high level of autonomy</p> <p>Manage programs and/or projects and/or teams and influence longer term priorities and objectives.</p> <p>Apply discretion in their area of expertise/team and provide a high level of advice in a specialised area of complexity</p>	<p>Take a leading operational role in the development or review of policies or programs using comprehensive knowledge relating to scope of role</p> <p>Role may involve external stakeholder engagement and/or a comprehensive knowledge of external opportunities, regulations or requirements</p> <p>Tasks are conducted knowing that they can have a business wide impact</p> <p>Highly developed communication skills</p> <p>Some strategic influence may be required</p>
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8	<p>Tasks requiring conceptualisation, development, review and accountability</p> <p>Accountable for the achievement of objectives and management of programs affecting a significant organisational area</p>	<p>Discretion to allocate resources according to department priorities</p> <p>Determine department based solutions to business wide objectives</p>	<p>High level of autonomy over decision making of self and team</p> <p>Management responsibility, usually for diverse activities</p> <p>Will usually have leadership accountabilities for a team</p>	<p>Interaction with own team and others aimed at influencing, motivating and changing behaviours</p> <p>Significant supporting, counselling and influencing is required</p> <p>Negotiate with a wide variety of stakeholders on a broad range of issues</p> <p>Moderate level of commercial acumen required</p> <p>Moderate level of strategic influence required</p>
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9/10	<p>Task outcomes likely to affect multiple areas of the business</p> <p>Tasks require enterprise thinking</p> <p>High level of accountability for task outcomes at a business level</p> <p>Tasks require LEAN approach for continuous improvement</p>	<p>Problem solving may require a departure from established patterns</p> <p>Establish business wide solutions for business wide objectives</p> <p>Day to day situations may be vague and there may be little data upon which to make a decision</p> <p>Initiative is required to develop, improve and/or modify existing approaches</p>	<p>Autonomy to plan the strategic direction of their department/function</p> <p>Influence the strategic plans of the broader business</p>	<p>High level of commercial acumen required</p> <p>High level of strategic influence required</p>
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Determination of whether role is 9 or 10 is dependent upon market rate comparatives

## SCHEDULE F – CLASSIFICATION REVIEW PROCESS

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

## **APPENDIX A – CLASSIFICATION REVIEW**

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

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

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

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

### **WORK VALUE DEFINITION**

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

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

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

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## Schedule 2.2—Model flexibility term

(regulation 2.08)

### Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - (a) the agreement deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
  - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
  - (a) is in writing; and
  - (b) includes the name of the employer and employee; and
  - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
  - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the employer and employee agree in writing—at any time.