

# UNION AGREEMENT

**The Mount Hospital (Professional,  
Clerical and Technical Employees)  
2021 – 2023**



**Health  
Services  
Union WA**

**Made by Members, for Members**



# DECISION

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

**Healthscope Operations Pty Ltd T/A Healthscope**  
(AG2021/7775)

## **THE MOUNT HOSPITAL (PROFESSIONAL, CLERICAL, TECHNICAL EMPLOYEES) ENTERPRISE AGREEMENT 2021-2023**

Health and welfare services

DEPUTY PRESIDENT YOUNG

MELBOURNE, 9 NOVEMBER 2021

*Application for approval of the The Mount Hospital (Professional, Clerical, Technical Employees) Enterprise Agreement 2021-2023*

[1] Healthscope Operations Pty Ltd T/A Healthscope (the Employer) has made an application for approval of an enterprise agreement known as *The Mount Hospital (Professional, Clerical, Technical Employees) Enterprise Agreement 2021-2023* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached at Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

[3] Subject to the undertakings referred to above, and on the basis of the material contained in the application, and the accompanying statutory declaration and the additional information provided by the Employer, I am satisfied that each of the requirements of ss 186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] Pursuant to s 205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] The Health Services Union, being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it seeks to be covered by the Agreement. In accordance with s 201(2) and based on the statutory declaration provided by the organisation, I note that the Agreement covers the organisation.

[6] The Agreement was approved on 9 November 2021 and, in accordance with s 54, will operate from 16 November 2021. The nominal expiry date of the Agreement is 31 March 2023.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2021/7775

Applicant:  
Healthscope Operations

Section 185 – Application for approval of a single enterprise agreement

## Undertaking – Section 190

I, David Harper, State Manager, have the authority given to me by Healthscope Operations to give the following undertakings with respect to the *Mount Hospital (Professional, Clerical, Technical Employees) Enterprise Agreement 2021-2023* ("the Agreement"):

**1. Shiftworkers**

For the purposes of the NES, a shiftworker/shift employee is an employee who is regularly rostered to work their ordinary hours outside the span of ordinary hours of 6am to 6pm Monday to Friday.

For the purposes of the additional week of annual leave provided for in the NES, a shiftworker is an employee who is "regularly rostered" to work on Sundays and public holidays. Pursuant to clauses 4.4(e) and 5.6(j), "regularly rostered" means rostered to work 35 ordinary shifts on Sundays and/or public holidays.

**2. Parental leave**

Notwithstanding clause 4.1(13)(a), employees are entitled to special parental leave if their pregnancy ends after a gestation period of at least 12 weeks otherwise than by the birth of a living child.

**3. Personal/carer's leave**

**a. Accrual**

Notwithstanding clause 4.2.1(a), an employee's entitlement to personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.

**b. Restrictions**

The provision of clause 4.2.1(g) in relation to misconduct of the employee has no effect.



**4. Public holidays**

**a. Substitution**

For the purposes of the provisions of clause 4.3(a), "arrangement between the parties" means arrangement between the Employer and an individual Employee.

**b. Declared or prescribed public holidays**

In addition to the public holidays provided at clause 4.3(a), any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, is a public holiday for the purposes of the provisions of clause 4.3(a).

**5. Termination deductions**

In relation to clause 2.6(b)(iii), Healthscope confirms that any deductions on termination of employment will not be made from an employee's accrued NES entitlements.

**6. Casual loading**

Notwithstanding clause 6.1(b), the casual loading rate will be amended to 25% from the first full pay period on or after 31 March 2021.

Healthscope confirms that where a casual employee undertakes shift work pursuant to clause 5.6 of the Agreement, the employee is paid casual loading in addition to the relevant shift penalty on a compounding basis.

Healthscope confirms that where a casual employee works in excess of 10 hours per shift and/or in excess of 38 hours per week or 76 hours in a fortnight, an employee will be paid casual loading in addition to the relevant overtime penalty on a compounding basis.

**7. Part time safeguards**

Healthscope confirms that at the time of engagement, Healthscope and the employee will agree in writing on a regular pattern of work specifying the hours worked each day, which days of the week the employee will work, and the start and finish times for each day.

**8. TOIL**

Healthscope confirms that untaken TOIL is paid out on termination at the applicable overtime rate.

**9. 12 Hour Shifts**

Healthscope confirms that an Employee who works 12 hour shifts pursuant to clause 5.3 will be paid in accordance with the overtime provisions of clause 5.5.1 for all hours worked in excess of 10 hours per shift

10. **Paid rest break during overtime**

Notwithstanding the break provided after two hours of overtime at clause 5.5.1(g), Employees are entitled to a paid rest break of 20 minutes after each four hours of overtime worked if required to continue work after the break.

11. **Rates of pay and allowances**

Notwithstanding the salaries and allowances provided for in paragraphs (3), (4) and (6) of Schedule A of the Agreement, the following rates of pay and meal allowance will be amended from the first full pay period (FFPP) on or after 31 March 2021:

Level	Wage rate FFPP on or after 31/03/2020	Wage rate FFPP on or after 31/03/2021	Wage rate FFPP on or after 31/03/2022
3.1	\$27.86	\$29.05	\$29.48
3.2	\$28.56	\$29.28	\$29.72
15.2	\$58.43	\$61.52	\$62.45
<b>Allowance</b>			
Meal allowance	\$12.16	\$13.78	\$13.98

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



\_\_\_\_\_  
Signature

4/11/21

\_\_\_\_\_  
Date

# **The Mount Hospital (Professional, Clerical, Technical Employees) Enterprise Agreement 2021-2023**

## **TITLE**

This Agreement shall be known as *The Mount Hospital (Professional, Clerical, Technical Employees) Enterprise Agreement 2021-2023* (the Agreement).

## **ARRANGEMENT**

### **Clause Number**

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Signatories

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## 1. PART 1 - APPLICATION AND OPERATION

### 1.1 DEFINITIONS

- (a) **Employer or Hospital** shall mean hospitals or facilities operated by Healthscope Operations Pty Ltd or its subsidiaries in the State of Western Australia (WA).
- (b) **Union** shall mean the Health Services Union.
- (c) **Salaried Officer, Employee or Staff** shall mean a person engaged by the Employer in a professional, administrative, clerical, supervisory or technical capacity.
- (d) **Act or FWA** shall mean the *Fair Work Act 2009*.
- (e) **NES** shall mean the National Employment Standards.
- (f) **Award** shall mean the *Health Professionals and Support Services Award 2010*.

### 1.2 PARTIES AND SCOPE OF THE AGREEMENT

- (a) This Agreement will apply to Healthscope Operations Pty Ltd A.C.N. 006 405 152 ("the Employer") and employees occupying positions prescribed in Schedule B of this Agreement.
- (b) An employee's employment with Healthscope Operations Pty Ltd will be regarded as continuous where an employee transfers to another facility owned or operated by Healthscope Operations Pty Ltd.

### 1.3 DATE AND PERIOD OF OPERATION

- (a) This agreement shall take effect 7 days from the date of its approval by Fair Work Commission and shall remain in force until 31 March 2023.  
  
Provided that the parties shall review the Agreement should, as a result of movements in rates of pay prescribed under the Award, the total wage prescribed by this Agreement for any classification fall below the Award.  
  
For the avoidance of doubt, this Agreement operates to the exclusion of the *Health Professionals and Support Services Award 2010*.
- (b) Notwithstanding the provisions of subclause 1.3(a), this Agreement shall continue to operate until it is terminated, varied or replaced in accordance with the provisions of the Fair Work Act 2009 (Cwth) ("the Act").  
  
The parties agree to endeavour to commence discussions for a new Agreement at least 3 months prior to the expiry of the Agreement.

### 1.4 PURPOSE OF THE AGREEMENT

- (a) The Employer acknowledges its ongoing commitment to pay fair wages and to the provision of appropriate development opportunities for its health and allied staff.
- (b) The Agreement commits the enterprise and the employees to achieve best practice standards in all aspects of the operations of the business. Together we will ensure high quality patient services in a safe, healthy and equitable work environment.



## **2. PART 2 – RELATED AWARDS AND AGREEMENTS**

### **2.1 COMPREHENSIVE AGREEMENT**

- (a) Other than expressly stated, the terms of this Agreement shall stand alone and operate to the exclusion of any Award, Preserved State Agreement or Notional Agreement while this Agreement is in operation.
- (b) This Agreement cancels and replaces *The Mount Hospital (Professional, Clerical, Technical Employees) Enterprise Agreement 2016-2020* and all previously applicable Awards or Enterprise Agreements.
- (c) This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provisions will apply to the extent of any inconsistency.

### **2.2 POSTING OF AGREEMENT AND NOTICES**

- (a) A copy of this Agreement shall be displayed in a conspicuous and convenient place on the Employer's premises so as to be easily read by all employees.
- (b) The Employer shall provide a notice board in each hospital in a place where it may be conveniently and readily seen for the posting of notices.

### **2.3 PRIVATE HEALTH INSURANCE AND ITS RELATIONSHIP TO HOSPITAL VIABILITY**

- (a) The Employer is largely dependent on Private Health Insurance, and the levels of Private Health Insurance held by the community are of crucial importance to the viability of private hospitals.
- (b) In this environment, a cooperative approach to cost containment between the parties to this agreement is essential.

### **2.4 PRODUCTIVITY GAINS**

- (a) The parties to this agreement acknowledge the importance of improvement in productivity at the enterprise level during the life of the agreement. It is critical that the staffing levels are adjusted to meet the service demands of each hospital.
- (b) Each hospital will maintain adequate staffing levels as is determined by the business needs and safe working provisions.
- (c) The Employer may seek to review the following issues (but not limited to):
  - Multi-skilling of employees
  - Flexibility of work patterns and places
  - Flexibility in rostering parameters
  - Organisational change that may affect the current structures in the workplace
  - Change to work practices
- (d) It is the intent of this agreement that the parties will consult with the intention that change processes shall be achieved in an amicable and prompt fashion.

- (e) Where the Hospital has made a definite decision to introduce major changes that are likely to have a significant impact on staff members, the Hospital shall notify both the nominated employee representatives, if any, and the employees who may be affected by the proposed changes.

## **2.5 PROCEDURE FOR SETTLING DISPUTES AND GRIEVANCES**

- (a) It is the objective of this procedure to resolve grievances related to the terms of this Agreement and/or the National Employment Standards, by negotiation and discussion between the parties. The parties to this Agreement recognise that from time to time individual employees may have grievances that need to be resolved in the interest of good relationships. An employee will have the right for grievances to be heard through all levels of line management.
- (b) The employee shall first attempt to resolve the grievance with their immediate supervisor.
- (c) If the employee still feels aggrieved, the matter shall be referred to their Manager.
- (d) If the grievance is unresolved the matter shall be referred to senior management and a meeting arranged.
- (e) The above three steps shall take place within seven to fourteen days (Health and safety matters are exempt from this).
- (f) If the grievance still exists the matter may be referred to the Fair Work Commission for conciliation and, if necessary, arbitration. Subject to any appeal rights, the parties will accept this decision as final.
- (g) Until the grievance is determined, work shall continue normally according to the custom or practice existing before the grievance arose. No party shall be prejudiced on final settlement by the continuance of work.
- (h) An employee may have a representative in steps (c) through (f).
- (i) Should conciliation fail to resolve the matter, the Fair Work Commission may arbitrate the dispute utilising the powers that are available to it under the Act, which may include:
- Take evidence on oath or affirmation
  - Give directions in the course of or for the purposes of the hearing or determination of the dispute.
  - Dismiss any matter or part of a matter, refrain from further hearing or determination of the dispute or part of the dispute if it appears that the dispute is trivial, or further proceedings are not necessary.
  - Hear and determine the dispute in the absence of the party, who has been notified but have failed to appear
  - Determine the dispute at a place convenient to the parties
  - Refer any matter to an expert and accept the expert report as evidence.
  - Allow amendment on such terms as considered appropriate, of any application or other document relating to the matter in dispute
  - Summons the parties to the dispute, witnesses, and any other person, whose presence there can assist or help in the hearing or determination of the dispute.



- Generally give all such directions and do all such things as are necessary or expedient for the speedy and just hearing and determination of the dispute.
- (j) These procedures shall also apply to any dispute in relation to the National Employment Standards.
- (k) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

## 2.6 TERMINATION OF EMPLOYMENT

(a) Hospital giving notice.

- i. The contract of service may be terminated by the Hospital on any day by giving the employee the required period of notice in writing and the contract shall expire at the end of that period of notice.
- ii. The required period of notice shall be:

Period of continuous service	Period of notice
Not more than 3 years	2 weeks
More than 3 years but less than 5 years	3 weeks
More than 5 years	4 weeks

The required period of notice shall be increased by one week if the employee is over 45 years old and has completed at least 2 years' continuous service with the Hospital.

- iii. The contract of service of a temporary employee may be terminated by the Hospital giving the employee one week's notice.
- iv. The contract of service of a casual employee may be terminated by the Hospital giving the employee one hour's notice.
- v. Payment in lieu of the notice prescribed above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice, and part payment in lieu of notice.
- vi. The period of notice in this shall not apply in the case of dismissal for conduct which justifies instant dismissal.

(b) Employee giving notice.

- i. The notice of termination required to be given by an employee shall be the same as that required of the Hospital, save and except that there shall be no additional notice based on the age of the employee concerned.
- ii. By agreement, the parties may waive such notice.
- iii. If an employee fails to give notice the Hospital shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

- (c) The Employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence or training.

### **3. PART 3 – SALARIES AND RELATED MATTERS**

#### **3.1 SALARY INCREASES**

Employees employed under this Agreement shall receive increases as follows:

<b>Increase</b>	<b>Operative Date</b>
1.5%	In the first pay period commencing on or after 31 March 2020
1.5%	In the first pay period commencing on or after 31 March 2021
1.5%	In the first pay period commencing on or after 31 March 2022

The rates of pay are set out in Schedule A – Salaries and Allowances, of this Agreement.

#### **3.2 NO FURTHER CLAIMS**

The parties agree that there shall be no further claims with respect to salaries and conditions of employment covered by this Agreement during the life of this Agreement.

#### **3.3 HIGHER DUTIES**

- (a) Where an employee is required by the Employer to relieve another employee paid on a higher scale they shall be paid the minimum payment for the higher classification, provided that all of the duties of the position being relieved are performed.
- (b) Where an employee performs some but not all of the duties of a higher position, a rate of pay less than the rate the position normally attracts can be paid by agreement between the Hospital and employee. In such circumstances, the employee shall be provided with written advice of the additional duties and confirmation of the agreed rate of remuneration prior to commencing such duties.
- (c) Clauses 3.3(a) and 3.3(b) shall not apply where the employee being relieved is absent from duty by reason of an allocated day off.

#### **3.4 ON CALL ALLOWANCE**

- (a) When an employee is directed by the Employer to be on call the employee shall be paid an hourly allowance as specified in Schedule A. Provided that payment shall not be made with respect to any period for which payment is otherwise made during the period when the employee is recalled to work.
- (b) Notwithstanding the provisions of clause 3.4(a), where the employee and the employee representative, if any, in writing, agree other arrangements may be made for compensation of on call work.

#### **3.5 MEAL ALLOWANCE**

- (a) Where an employee is required to work overtime for at least two hours in excess of ordinary full time equivalent daily hours, the employee will be

provided with a meal free of cost or paid an allowance as specified in Schedule A.

- (b) This shall not apply where the employee has been advised of the necessity to work overtime on the previous day or with sufficient notice in which to prepare a meal prior to commencing work.

### **3.6 TRAVEL ALLOWANCE**

- (a) If an employee is requested to use their own motor vehicle in the course of their duties, or is requested to work at another Hospital and the distance between the primary site and the secondary site exceeds the employee's usual travelling distance from home to work, they shall:
  - i. if authorised and agreeable to use their own vehicle, be paid a travel allowance of seventy-four cents (\$0.74) per kilometre.
  - ii. Be provided with suitable transport.
- (b) Where a permanent transfer is effected, travel allowance will not apply.

### **3.7 LAUNDRY ALLOWANCE**

- (a) The Employer shall provide uniforms for all employees. The wearing of these uniforms is compulsory.
- (b) Where uniforms are not laundered by the Employer without cost to the employee, an allowance as specified in Schedule A per week shall be paid to the employee.

### **3.8 SUPERANNUATION**

- (a) The Employer shall contribute on behalf of the employee in accordance with the requirements of the *Superannuation Guarantee (Administration) Act 1992 of the Commonwealth* ("the SGA Act").
- (b) Contributions shall, at the option of the employee be paid into either;
  - i. HESTA Superannuation Fund; or
  - ii. The Health Industry Plan; or
  - iii. Such other complying superannuation fund or scheme nominated by the Employee and with which the Employer agrees.
- (c) The Employer is required to notify its employees of their entitlement to nominate a complying fund or scheme.
- (d) The Employer will make contributions to the Employer nominated fund or scheme until the employee nominates a complying fund or scheme
- (e) Contributions to the nominated fund shall be paid monthly.
- (f) Contributions shall continue to be paid on behalf of an employee in receipt of payments under the Workers Compensation and Rehabilitation Act 1981.
- (g) Packaging of Superannuation
  - i. The Employer shall provide packaging for Superannuation as a means by which remuneration is payable under this agreement as provided for in the Employer policy.



- ii. Packaging is an arrangement for the payment of wages payable under this agreement whereby the total remuneration is broken into a cash and non-cash component.
- iii. The total remuneration shall not be less than the cumulative entitlements provided for in this agreement. Employer payments in the form of superannuation contributions will be the only form of salary packaging available.
- iv. Packaging is to be entered into on a voluntary basis. The parties recommend that employees seek independent financial advice prior to entering into salary packaging. The Employer shall not be liable to the cost or the outcome of this advice.
- v. Where legislative or other changes have the effect of reducing or withdrawing the personal benefits identified and/or resulting from this agreement, the Employer will not be liable to make up the salary benefits lost by an employee as a consequence of such change and where other changes have the effect of increasing the cost of packaging to the Employer, then these costs shall either be paid by the employee participating in packaging or the employee may choose to cease the arrangement.
- vi. Salary packaging arrangements shall not apply to temporary or casual employees.

### **3.9 OVERPAYMENTS**

- (a) Where an employee is paid for work not subsequently performed or is overpaid in any other manner, the Hospital is entitled to make adjustment to the subsequent wages or salaries of the employee.
- (b) One-off Overpayments  
  
Subject to subclauses 3.9(d) and 3.9(e), one-off overpayments may be recovered by the Employer in the pay period immediately following the pay period in which the overpayment was made, or in the period immediately following the pay period in which it was discovered that overpayment has occurred.
- (c) Cumulative Overpayments  
  
Subject to subclauses 3.9(d) and 3.9(e), cumulative overpayments may be recovered by the Employer at a rate agreed between the Employer and the employee, provided that the rate at which the overpayment is recovered is not at a lesser rate than the rate at which it was overpaid or \$50 per week, depending on which is the lesser amount per pay period.
- (d) In exceptional circumstances, other arrangements for the recovery of overpayments may be agreed between the Employer and the employee.
- (e) The Employer is required to notify the employee of their intention to recoup overpayment and to consult with the employee as to the appropriate recovery rate.

## 4. PART 4 – LEAVE

### 4.1 Parental Leave

- (1) Full time, part time and eligible casual employees are entitled to, after 12 months' continuous service with the employer, up to 52 weeks' unpaid parental leave following the birth or adoption of a child in accordance with the *Act*.
- (2) An eligible casual employee is a casual employee who has been employed by the employer on a regular and systematic basis during a period of at least 12 months and who, but for an expected birth or an expected placement of a child, would have a reasonable expectation of continuing engagement with the employer on a regular and systematic basis.
- (3) In summary, the entitlement to parental leave can be taken as parental leave and/or partner leave, or adoption leave. The entitlement to 52 weeks' unpaid parental leave is an entitlement which is shared between the employee and the employee's partner.
- (4) The following provides a summary of the entitlement.

#### **Types of Parental Leave**

- (5) Unpaid parental leave can be taken as either ordinary parental leave and/or as special maternity leave because the employee has a pregnancy related illness or the pregnancy has ended within 28 weeks before the expected date of birth other than by the birth of a living child.
- (6) To have an entitlement to parental leave the employee must have, or would have, completed at least 12 months' continuous service with the employer immediately before the expected date of birth of the child.
- (7) For ordinary parental leave the employee must provide the employer with:
  - (a) a medical certificate stating that the employee is pregnant and the expected date of birth. The medical certificate should be provided at least 10 weeks before the expected date of birth; and
  - (b) a written application for parental leave at least 4 weeks before the first day of the intended period of leave stating the first and last days of the leave. A written notice also needs to be provided detailing the following information:
    - i. the first and last days of the period(s) of any other leave intended to be taken, or already taken, by the employee because of pregnancy or the expected birth;
    - ii. the first and last days of the period(s) of any partner leave (or any other authorised leave of the same type as partner leave) intended to be taken, or already taken, by the employee's spouse because of the expected birth;
    - iii. that the employee intends to be the child's primary caregiver at all times while on parental leave;

- iv. that the employee will not engage in any conduct inconsistent with their contract of employment while on parental leave.
- (8) If a pregnant employee is entitled to parental leave and has complied with the documentation requirements, and has a medical certificate stating fitness to work but it is inadvisable to continue in their present position, then:
  - (a) if the employer thinks that it is reasonably practical for the employer to transfer the employee to a safe job, then the Employer will do so with no change to the employee's terms and conditions of employment; or
  - (b) if the employer does not think it is reasonably practical to transfer the employee to a safe job the employee may be entitled to paid leave for the period if it is inadvisable for them to continue in the present position or until the day before the date of birth of the child. If such paid leave is taken the employer must pay the employee a rate for each hour (pro-rata for part hours) of paid leave taken that is no less than the rate that, immediately before the period begins, is the employee's basic periodic rate of pay (expressed as an hourly rate).
  - (c) if the employee takes paid leave under subclause 4.1(8)(b) during the period of 6 weeks before the expected date of birth, the employer may, at any time during the period of leave, ask the employee to give the employer a medical certificate from a medical practitioner containing a statement of the medical practitioner's opinion of whether the employee is fit to work.
- (9) The employer may require the employee to start a continuous period of leave including (or constituted by) parental leave as soon as reasonably practicable, if the employee:
  - (a) does not give the employer the requested certificate within 7 days after the request; or
  - (b) within 7 days after the request for the certificate, gives the employer a medical certificate stating that the employee is unfit to work.
- (10) Birth related parental leave will normally commence within 6 weeks before the expected date of birth of the child and must include a period of leave of at least 6 weeks from the date of birth of the child. Where work continues within 6 weeks of the expected birth the employer may require a medical certificate stating whether the employee is fit to work and if so whether it is inadvisable for the employee to continue working in her current position.
- (11) Once commenced, parental leave may be varied by:
  - (a) the employee giving 14 days' written notice to extend their period of parental leave, stating the period by which it is to be extended. This may only occur once;
  - (b) by agreement between the employee and employer to extend the period;

- (c) by written agreement between the employee and the Employer to shorten the period.
- (12) Prior to returning back to work the employee must give the employer at least 4 weeks written notice of the proposed day of their return to work.

**Special maternity / parental leave and sick leave**

- (13) (a) Where the pregnancy of an employee not then on parental leave terminates after 28 weeks other than by the birth of a living child then:
  - i the employee shall be entitled to such period of unpaid leave (to be known as special parental leave) as a duly qualified medical practitioner certifies as necessary before the employee's return to work; or
  - ii for illness other than the normal consequences of confinement the employee shall be entitled, either in lieu of or in addition to special parental leave, to such paid sick leave as to which the employee is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.
- (b) Where an employee not then on parental leave suffers illness related to their pregnancy, they may take such paid sick leave as to which they are then entitled and such further unpaid leave (to be known as special parental leave) as a duly qualified medical practitioner certifies as necessary before returning to work, provided that the aggregate of paid sick leave, special parental leave and parental leave shall not exceed 52 weeks.
- (c) For the purposes of this Clause, parental leave shall include special parental leave.
- (d) The notification and documentation requirements for special parental leave shall be as per the Act.

**Partner Leave**

- (14) Partner leave for the secondary care giver can generally be taken as:
  - (a) short parental leave - up to 1-week unpaid leave taken within the week starting on the day the employee's spouse or partner begins to give birth. Short parental leave can be taken while the primary care giver is taking authorised leave in relation to the birth; or
  - (b) long parental leave - unpaid leave taken by the employee after their partner or spouse has given birth so that they can be the primary care giver. Long parental leave must not include any period during which the employee's spouse or partner is taking parental leave (or similar) and may be taken at any time within 12 months after the date of birth of the child.
- (15) The maximum amount of parental leave which can be taken by an employee (including short and long parental leave) is 52 weeks, less an amount of related authorised leave taken by:

- (a) the employee before or after the parental leave; and
  - (b) by their partner or spouse before, during or after the parental leave if they are both members of an employee couple pursuant to the NES.
- (16) The employee is entitled to use up to five (5) days of accrued personal leave entitlement for parental leave on the birth of a child, providing the employee must maintain a minimum of 10 days of personal leave available for personal use in each year.
- (17) To be entitled to short parental leave the employee must apply to the employer in writing specifying the first and last days of the period of leave. This must be done as soon as reasonably practicable on or after the first day of the period of leave.
- (18) To be entitled to long parental leave the employee must apply to the employer in writing at least 10 weeks before the first day of the intended leave specifying the first and last days of the leave. A written notice also needs to be provided detailing the following information:
  - (a) the first and last days of the period(s) of any other authorised leave intended to be taken, or already taken, by the employee because of the birth or the expected birth;
  - (b) the first and last days of the period(s) of any parental leave (or any other authorised leave of the same type as maternity leave) intended to be taken, or already taken, by the employee's spouse or partner because of the pregnancy, the birth or the expected birth;
  - (c) that the employee intends to be the child's primary care giver at all time while on long parental leave;
  - (d) that the employee will not engage in any conduct inconsistent with their contract of employment while on long parental leave.
- (19) Once commenced, long parental leave may be varied by:
  - (a) the employee giving 14 days' written notice to extend their period of parental leave, stating the period by which it is to be extended. This may only occur once;
  - (b) by agreement between the employee and employer to extend the period;
  - (c) by written agreement between the employee and the employer to shorten the period.
- (20) If the period of parental leave is longer than 4 weeks, prior to returning back to work the employee must give the employer at least 4 weeks written notice of the proposed day of their return to work.

#### **Adoption Leave**

- (21) Adoption leave can be taken in relation to the placement of child under 16 years of age as:



- (a) short adoption leave – a single unbroken period of up to 3 weeks taken by the employee within the 3 weeks starting on the day of placement of an eligible child with the employee for adoption
  - (b) long adoption leave – a single unbroken period of unpaid leave other than short adoption leave, taken by an employee after the day of placement of an eligible child with the employee for adoption so that the employee can be the child's primary care-giver.
- (22) The maximum total amount of adoption leave (including short and long adoption leave) that an employee is entitled to in relation to a placement is 52 weeks, less an amount equal to the total amount of related authorised leave taken:
  - (a) by the employee before or after the adoption leave; and
  - (b) by the employee's partner or spouse before or after the adoption leave, if they are members of an employee couple pursuant to the NES.
- (23) To be entitled to short adoption leave during a period, an employee must give their employer a written application and notice for short adoption leave, stating the first and last days of the period.
- (24) To be entitled to long adoption leave during a period, an employee must give their employer a written application and notice for long adoption leave, stating the first and last days of the period. The application and notice must be given to the employer no later than 10 weeks before the first day of the proposed continuous period of leave including (or constituted by) the long adoption leave applied for.
- (25) The employee must give their employer a statement from an adoption agency of the day when the placement is expected to start.
- (26) The written notice referred to above must state the following:
  - (a) whether the employee is taking short adoption leave, long adoption leave, or both;
  - (b) the first and last days of the period (or periods) of adoption leave, or any other authorised leave of the same type as adoption leave, taken, or intended to be taken, by the employee's spouse because of the placement of the child;
  - (c) that the child is an eligible child;
  - (d) for any period of long adoption leave to be taken by the employee- that the employee intends to be the child's primary care-giver at all times while on the long adoption leave;
  - (e) that the employee will not engage in any conduct inconsistent with their contract of employment while on adoption leave.
- (27) Once commenced, long adoption leave may be varied by:
  - (a) the employee giving 14 days' written notice to extend their period of adoption leave, stating the period by which it is to be extended;
  - (b) by agreement between the employee and Employer to extend the period;

- (c) by written agreement between the employee and the Employer to shorten the period.
- (28) If the period of adoption leave is longer than 4 weeks, prior to returning back to work the employee must give the employer at least 4 weeks written notice of the proposed day of return to work. Following an employee giving notice of leave, the Employer may require the employee to provide evidence of the matters set out in the notice that would satisfy a reasonable person.

#### **Return to work after parental leave**

- (29) (a) On finishing parental leave, an employee is entitled to the position they held immediately before commencing parental leave.
- (b) If the position referred to in paragraph 0(a) is not available, the employee is entitled to an available position:
  - i. for which the employee is qualified; and
  - ii. that the employee is capable of performing most comparable in status and pay to that of their former position.
- (c) Where, immediately before commencing parental leave, an employee was acting in, or performing on a temporary basis the duties of, the position referred to in paragraph 0(a), that paragraph applies only in respect of the position held by the employee immediately before taking the acting or temporary position.

#### **Right to Request**

- (30) (a) An employee entitled to parental leave pursuant to the provisions of this clause may request the employer to allow the employee:
  - i to extend the period of simultaneous unpaid parental leave provided up to a maximum of eight weeks;
  - ii to extend the period of unpaid parental leave provided for by a further continuous period of leave not exceeding 12 months;to assist the employee in reconciling work and parental responsibilities.
- (b) The employer will consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

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

- (31) The employee's request and the employer's decision made under subclause 30(a) and 30(b) must be recorded in writing.



### **Effect of parental leave on employment**

- (32) Absence on parental leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of the Agreement.

### **Parental leave and other leave entitlements**

- (33) (a) An employee may, in lieu of or in conjunction with parental leave, take any annual leave or long service leave or any part thereof to which the employee is then entitled.
- (b) Subject to the provision of subclause (7), paid personal leave or other paid authorised absences (excluding annual leave or long service leave), shall not be available to an employee during their absence on parental leave except where expressly provided.

### **Termination of employment**

- (34) (a) An employee on parental leave may terminate their employment at any time during the period of leave by notice given in accordance with this Agreement.
- (b) The employer shall not terminate the employment of an employee on the grounds of pregnancy or of their absence on parental leave, but otherwise the rights of the employer in relation to termination of employment are not hereby affected.

### **Replacement employees**

- (35) (a) A replacement employee is an employee specifically engaged as a result of a worker proceeding on parental leave.
- (b) Before the employer engages a replacement employee under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before the employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising their right under this agreement, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Providing that nothing in this subclause shall be construed as requiring the employer to engage a replacement worker.
- (e) A replacement worker shall not be entitled to any of the rights conferred by this clause except where their employment continues beyond the twelve months' qualifying period.

### **Paid Parental and Adoption Leave**

- (36) (a) The Employer will provide 10 weeks' paid parental leave or 20 weeks' at half pay, paid on a pro-rata basis to part time employees.

- (b) Paid Parental and Adoption Leave shall only apply to full time and part time employees in the role of primary care giver. For the purposes of this entitlement:
  - i. An employee shall include full time and part time employees but not casual employees.
  - ii. An employee is entitled to paid parental/adoption leave to be the child's primary care giver.
  - iii. Parental/adoption leave for the primary care giver shall include a period of paid leave upon the completion of twelve (12) months of continuous service prior to commencement of paid parental leave. This may be paid either as a lump sum upon the commencement of parental leave or as normal fortnightly payments, at the election of the employee. Paid parental leave is only available to the primary care giver from the date that the child is born or placed with the adopting parents.
  - iv. Paid parental leave and unpaid parental leave shall not exceed 52 weeks in total.
  - v. In the case of an employee, who in the opinion of an appropriate medical practitioner had reduced the number of hours worked due to their pregnancy, the rate of pay will be that based on the hours of work immediately prior to this reduction occurring.
  - vi. Where an employee has received payment in accordance with this clause, and the pregnancy subsequently results in miscarriage or stillbirth, the employee shall be entitled to retain such payment, subject to the employee remaining on leave for a minimum period for which the employee has received paid parental leave and resuming work for a minimum period of six (6) months on the conclusion of their parental leave.

#### **4.2.1 Personal Leave**

- (a) An employee is entitled to 1.4615 hours of personal leave per week, cumulative, for a full time equivalent employee or pro rata for a part time employee.
- (b) An employee who is unable to attend work as a consequence of illness or injury shall as soon as reasonably practicable and if possible prior to the commencement of the duty/shift advise the Employer of their inability to attend work, the nature of the illness or injury and the estimated duration of the absence. Failure to do so shall be treated as absent without leave.
- (c) Absence exceeding two consecutive working days shall be supported by the certificate of a registered health practitioner.

The number of days granted without production of a medical certificate shall not exceed, in aggregate, five working days in any one calendar year.



The above provisions of this subclause may be waived, on a case by case basis, by the relevant manager.

- (d) An employee unable to resume duty on the expiration of the period shown on the first medical certificate shall furnish further certificates for each period of personal leave until resumption of duty.
- (e) An employee who suffers personal illness or injury during annual leave or long service leave may be paid personal leave in lieu of such leave subject to the production of medical evidence to the satisfaction of the Employer.
- (f) When an employee is absent on account of illness/injury and their entitlement to personal leave is exhausted, the employee may, with the approval of the Employer, take paid personal leave in advance.

Personal leave taken in advance will be deducted from personal leave entitlements as they accrue.

If an employee's services terminate and the employee has taken a period of personal leave in advance of their entitlement to paid personal leave, the employee shall be liable to pay the amount representing the difference between the amount received by them for the period of personal leave taken and the amount equal to the personal leave which they had actually accrued. The Employer may deduct this amount from monies due to the employee on termination of employment.

- (g) No personal leave with pay shall be granted if the illness has been caused by the misconduct of the employee or in any case of absence from duty without sufficient cause.
- (h) An employee who is absent on leave without pay is not eligible for personal leave during the currency of that leave without pay.
- (i) Where an employee suffers personal injuries by accident that are compensable in accordance with the provisions of the Workers' Compensation and Rehabilitation Act, 1981, and which necessitates the granting of sick leave:
  - i. No charge shall be made against the employee's personal leave credits until the period of leave exceeds twenty-six weeks. The employee shall receive full pay for such leave of absence; and
  - ii. Where the employee is unable to resume duty at the expiration of the period of twenty-six weeks, the employee shall be granted on full pay or half pay as the case requires, such further leave under this subclause as is required, but half the period only of such further leave shall be charged against their personal leave credits on full pay or half pay, as the case may be.
- (j) A pregnant employee shall not be refused personal leave by reason only that the illness or injury encountered by her is associated with the pregnancy.
- (k) The provisions of this clause shall not apply to casual employees.

#### **4.2.2 Carer's leave**

- (a) The Employer seeks to support staff who must provide for ill family members by allowing such staff members to access accrued personal

leave to provide care and support to a member of their immediate family or household because of:

- i. Personal illness or injury of the member; or
  - ii. An unexpected emergency affecting the member.
- (b) In this subclause "family or household member/partner" includes the employee's spouse, defacto spouse or partner, child, stepchild, parent, step parent or another person who lives with the employee as a member of the employee's family or household.
  - (c) The amount of leave granted in excess of the employee's accrued personal leave will be agreed with the employee's immediate manager.
  - (d) Where longer-term absences are likely to be sought, the employee in consultation with their manager, shall identify options for balancing work and family needs. These options may include leave without pay, the use of other paid leave entitlements, working from home and part-time work.
  - (e) The medical certification requirements applicable to personal leave shall apply to carer's leave.
  - (f) Up to a further two days of unpaid carers leave on each occasion is available in the event of an unexpected household illness or emergency.
  - (g) Other than subclause (e) the provisions of this do not apply to casual employees.

#### **4.3 Public Holidays**

- (a) The following days or days observed in lieu thereof shall in accordance with the provisions of this be allowed as holidays without deduction of pay, namely:-  
  
New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day, and Boxing Day.  
  
Provided that another day may be taken as a holiday in lieu of any of the days named in this subclause by arrangement between the parties.
- (b) Where any of the days mentioned in subclause 0(a) falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday, the holiday shall be observed on the next succeeding Tuesday
- (c) When any of the days observed as a public holiday in this fall during a period of annual leave the holiday or holidays may be observed on the next succeeding work day or days as the case may be after completion of that annual leave by arrangement with the parties.

#### **4.4 Annual Leave**

- (a) Except as hereinafter provided, full-time and part-time employees shall be entitled to four weeks' of annual leave per year of service that is accrued progressively.

- (b) The employee shall be paid for any period of annual leave prescribed by this at the ordinary rate of salary, inclusive of shift and weekend penalties where applicable.
- (c) By mutual agreement, annual leave may be taken before the completion of each twelve (12) months' continuous service. Failing agreement, the Employer may, on one month's written notice, direct an employee to take annual leave credited to an employee.
- (d) If the services of an employee terminate and the employee has taken a period of leave which exceeds his or her entitlement at the date of resignation, the employee shall be liable to pay the amount representing the difference between the amount received by them for the period of leave taken and the amount which would have accrued. The Employer may deduct this amount from monies due to the employee on termination of employment.
- (e) A shift employee rostered to work ordinary hours on Sundays and/or public holidays shall be entitled to additional annual leave as follows: -
  - i. If 35 ordinary shifts on such days have been worked – one week.
  - ii. If less than 35 ordinary shifts on such days have been worked – one additional day, to a maximum of five days, for each seven ordinary shifts so worked.
- (f) Annual leave may by mutual agreement be taken in portions.
- (g) With the exception of shift employees, when an employee proceeds on annual leave they shall be paid a loading of 17.5% of their ordinary salary, provided that shift employees shall substitute and be paid in accordance with subclause (h) of this clause.
- (h) Shift employees when proceeding on annual leave including accumulated annual leave shall be paid:
  - i. shift and weekend penalties the employee would have received had he or she remained at work, or;
  - ii. 20% of ordinary salary; whichever is the greater.
- (i) The provisions of this shall not apply to casual employees.
- (j) Annual leave credited to an Employee may be cashed out by agreement between the Employer and the Employee provided that:
  - i. paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks;
  - ii. each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and the employee; and
  - iii. the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.



#### **4.5 Long Service Leave**

- (a) Subject to the provisions of this the *Western Australian Long Service Leave Act 1958 -1973* is incorporated in and deemed part of this Agreement provided that Employees will have access to pro-rata long service leave as follows:
  - i. after the completion of seven years of service, 6 weeks' leave; and
  - ii. after the completion of eight years of service, 7 weeks' leave; and
  - iii. after the completion of two further years of service, 2 weeks' leave; and
  - iv. after the completion of five further years of service, 4 weeks' leave.
- (b) Permanent part time staff will also have access to this provision on a pro-rata basis.
- (c) Leave shall be taken at such time or times as may be agreed between the Employer and the employee. Failing agreement an employee may be directed by the Employer to take long service leave accrued under subclauses 4.5(a) or 4.5(b) on 1 month's written notice. An employee may apply to the Employer for special consideration where alternative payment or leave arrangements are sought in the taking of such leave. Agreement to such requests shall not be unreasonably withheld, whilst having regard to the operational requirements of the Employer.
- (d) A full time employee who during a qualifying period for long service leave was continuously employed in both a full time and a part time basis may elect to take a lesser period of leave calculated by converting the part time service to the equivalent full time service.
- (e) A part time employee may elect to take a lesser period of long service calculated by converting any portion of the part time service to full time service.
- (f) Employees may with the agreement of the Employer take double the period of long service leave to which they are entitled on half pay.
- (g) By mutual agreement long service leave may be paid out in lieu of taking long service leave.

#### **4.6 Bereavement Leave**

- (a) An employee shall be entitled, to bereavement leave of up to three (3) days on ordinary pay when a member of the employee's immediate family or household:
  - i. contracts or develops a personal illness that poses a threat to their life; or
  - ii. sustains a personal injury that poses a serious threat to their life; or
  - iii. dies.
- (b) The employee shall produce evidence of such death if so requested.
- (c) The three (3) days need not be consecutive.



- (d) Reasonable additional leave may be granted where an employee has assumed significant responsibility for the arrangements to do with the ceremonies resulting from the death; or where cultural obligations necessitate a longer period of bereavement leave.
- (e) An employee requiring more than three (3) days bereavement leave in order to travel overseas in the event of the death overseas of a member of the employee's immediate family or household may, upon providing adequate proof, in addition to any bereavement leave to which the employee is eligible, have immediate access to annual leave and/or outstanding long service leave entitlements in weekly multiples and/or leave without pay provided all accrued leave is exhausted.
- (f) Provided that payment in respect of bereavement leave is to be made only where the employee otherwise would have been on duty and shall not be granted in any case where the employee concerned would have been off duty in accordance with their, or on long service leave, sick leave, workers' compensation, leave without pay or on a public holiday.

#### **4.7 Jury Service**

- (a) An employee required to serve on a jury shall as soon as practicable after being summoned to service, notify the Employer.
- (b) An employee required to serve on a jury shall be granted by the Employer leave of absence on full pay, but only for such period as is required to enable the employee to carry out duties as a juror.
- (c) An employee granted leave of absence on full pay as prescribed in paragraph (b) of this clause, is not entitled to retain any juror's fees but shall pay or direct all fees received to the Hospital.

#### **4.8 Professional Development/Conference Leave for Health Professionals**

- (a) The Employer requires the highest care and service to be maintained for patients. It is recognised that there is a shared responsibility in respect to allied health professional employees maintaining and updating their knowledge and skills.
- (b) Full-time Allied Health Professionals who are required to accrue Continuing Professional Development (CPD) points as part of maintaining their AHPRA registration are entitled to up to two (2) days' paid professional development leave per year of service. Part-time Allied Health Professionals are entitled to paid professional development leave on a pro rata basis.
- (c) An application for professional development/conference leave will be made by the employee in writing, nominating the preferred date and providing a brief description of the nature of the professional development activity to be undertaken. The application must be for professional development related to the accumulation of CPD points.
- (d) This application shall be made at least six weeks prior to the requested date and paid leave will be granted subject to operational requirements. The health professional may be required to report on the seminar/conference to the manager and possibly their peers.

#### **4.9 Study Leave**

Where an employee is engaged in a course of study which is relevant to their profession of work and employment, time off without deduction of pay may be approved up to the following maxima as follows:

- (a) Full time employees –
  - i. to attend to classes, lectures, or tutorials up to 5 hours per week;
  - ii. the day before the examination;
  - iii. to attend final examinations the day of the examination.
- (b) Part time employees whose normal weekly hours exceed twenty-four (24) -
  - i. the day before the examination;
  - ii. to attend final examinations- the day of the examination.

Provided that under both paragraphs (a) and (b) of this clause, the classes, lectures, or tutorials fall within the parameters of the employee's normal working hours.

- (c) Application for leave under this shall be made at least six (6) weeks prior to the requested date and shall be approved at the discretion of the General Manager of the Hospital.
- (d) Leave under this shall be taken within each calendar year and is not cumulative.

#### **4.10 Community Service Leave**

- (a) An employee who is a member of a recognised volunteer emergency management organisation and who is required to be engaged in a voluntary emergency management activity, is entitled to be absent from work for a reasonable period provided that such absence is reasonable in all the circumstances and approved by the manager.
- (b) The period of absence may consist of one or all of the following:
  - i. time when the employee engages in the activity;
  - ii. reasonable travel time associated with the activity; and
  - iii. reasonable rest time immediately following the activity.
- (c) An employee engages in a voluntary emergency management activity if, and only if:
  - i. the employee engages in an activity that involves dealing with an emergency or natural disaster; and
  - ii. the employee engages in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and
  - iii. the employee is a member of, or has a member-like association with, a recognised emergency management body; and
  - iv. either:

- (A) The employee was requested by or on behalf of the body to engage in the activity; or
  - (B) No such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.
- (d) A recognised emergency management body is:
  - i. a body, or part of a body, that has a role or function under a plan that:
    - (A) is for coping with emergencies and/or disasters; and
    - (B) is prepared by the Commonwealth, a State or a Territory; or
  - ii. a firefighting, civil defence or rescue body, or part of such body, or
  - iii. any other body, or part of a body, a substantial purpose of which involves:
    - (A) securing the safety of persons or animals in an emergency or natural disaster; or
    - (B) protecting property in an emergency or natural disaster; or
  - iv. any other body or activity that is of a community service nature prescribed by the Fair Work Regulations.
- (e) An employee must provide notice to the Employer as soon as practicable, including the period, or expected period, of the absence. Evidence supporting the employee's absence or continuing absence may be required by the Employer at any time.
- (f) All leave for absence taken under this clause will be paid at the employee's ordinary rate of pay.

## **PART 5 – HOURS OF WORK**

### **5.1 HOURS**

- (a) The ordinary hours of work shall be an average of thirty-eight (38) hours per week and will not exceed ten (10) hours in any day or one hundred and fifty-two (152) hours in a four (4) week settlement period provided that an employee cannot be directed by the Employer to work more than an average of thirty-eight (38) ordinary hours per week.
- (b) The hours of work shall be worked in one of the following ways:
  - i. 38 hours per week, to be arranged in order that an employee shall not be required to work their ordinary hours on more than five days in one week; or



- ii. 76 hours per fortnight, to be arranged in order that an employee shall not be required to work their ordinary hours on more than ten days in the fortnight; or
  - iii. 152 hours per 28 calendar days, to be arranged in order that an employee shall not be required to work their ordinary hours on more than 20 days in the cycle.
- (c) The spread of ordinary hours shall be between 6.00 a.m. and 6.00 p.m.
- (d) Where a rostered shift is extended by agreement or an additional shift is worked above contracted hours the employee may, with the agreement of the Employer choose to:
  - i. bank the additional hours, beyond 38 hours per week (meaning that the employee will be in credit); or
  - ii. be paid the additional hours beyond 38 hours per week, at the appropriate overtime rate.
- (e) There will be a minimum 9.5-hour break between finishing work on one day and commencing work on the next day.

#### **BANKING OF HOURS**

- (f) Banking of hours shall mean accrued days off or time off in lieu of payment for time worked which time is accrued not paid, and include **Credit Hours** as defined below.
  - i. Banking of hours is available to permanent full time and part time employees by mutual agreement between the Employer and employee.
  - ii. Where the employee and his/her manager agree, the employee may:
    - (A) **Credit Hours:** work more than their daily, weekly or fortnightly rostered or contracted hours and bank the additional hours. This can also apply where a rostered shift is extended by agreement or an additional shift is worked. Such hours can subsequently be taken as time off in lieu of payment.  
  
An employee who works more than their rostered or contracted hours shall receive payment for any weekend or shift penalties that would otherwise have been due to that extra time worked.
    - (B) **Debit Hours:** work less than their daily, weekly or fortnightly rostered or contracted hours and work those hours at a later date.  
  
An employee who works less than their rostered or contracted hours shall be paid as if those hours had been worked during the relevant period.
    - (C) An employee who works additional hours in accordance with paragraph (A) of this subclause may use the additional hours worked to offset any hours owing, in which case the employee shall not receive payment other than in accordance with paragraph (D) of this subclause.

- (D) Time debited or credited under these arrangements shall all be at ordinary time. i.e. an hour for an hour, save for time accrued in accordance with the overtime provisions of this Agreement.
- (E) An employee may not have more than 24 hours in debit or credit any point of time.
- (F) Banked Hours accrued after the date of this Agreement will be cleared by mutual agreement between the employee and the Employer's management. Where agreement cannot be reached or the time off does not occur within 28 days from the date the Banked Hours have accrued, the employee shall be paid for the additional time worked and the credit equivalently debited.
- (G) Banked Hours accrued and not taken as time off prior to the date of this Agreement will be taken off at a time or times as agreed between the Employer and the employee. In the absence of an agreement the employee shall be paid for the additional time worked and the credit equivalently debited.
- (H) Employees who have hours in debit must be given first option to work additional hours.
- (I) The Employer must keep detailed records of all hours credited and debited to employees under these arrangements. The manager and the employee concerned shall undertake the recording and administration of banking of hours at the local level. Employees shall have full access to these records.
- (J) On termination of employment the Employer must pay the employee for all hours in credit.
- (K) An employee shall be given every opportunity to work out any debit hours during their notice period.
- (L) Either party shall have the right to terminate an agreement under this with two weeks' notice.

## **5.2 MEAL BREAK**

- (a) Except for one meal break of up to one hour each day as agreed between management and the employee concerned, all time from the time of commencing until the time of finishing duty each day shall be computed as ordinary working time.
- (b) No employee shall be required to work for more than six (6) hours without a meal break.
- (c) Where an employee is required by the Employer to work through a meal break that time shall be counted as time worked.

## **5.3 TWELVE HOUR SHIFTS**

A twelve (12) hour shift may be implemented on the following basis:

- (a) A twelve (12) hour shift will only be introduced where there has been full consultation with the employees affected.

- (b) Any employee who does not wish to work under the twelve (12) hour shift system may work a mutually agreed alternative shift system in the workplace affected or may transfer to another mutually agreed position within the hospital with no loss of classification and contracted hours.
- (c) There must be a minimum break of eleven and one half (11.5) hours between each twelve (12) hour shift.
- (d) There must be agreement reached to introduce twelve (12) hour shifts by both the Employer and their nominated representative, if any, prior to their introduction although such agreement shall not be unreasonably withheld.

#### **5.4 CHANGES TO SHIFTS/HOURS**

Where the Hospital has made a definite decision to introduce changes to shift rosters or employees' ordinary hours, the Hospital shall notify the employees who may be affected by the proposed changes and their nominated representative, if any, as soon as the decision has been made and before the changes are to be introduced. Discussion with the employees and the employee representative, if any, shall occur consistent with the provisions of 7.4 Introduction of Change of this Agreement.

#### **5.5 Overtime, On Call and Recall**

##### **5.5.1 Overtime**

- (a) Subject to the provisions of subclause 0 of this clause and, except as provided in subclause (b) of this clause, all time worked at the direction of the Employer outside an employee's ordinary working hours shall be paid for at the rate of time and a half for the first three hours and double time thereafter. Provided that overtime rates shall not apply until after eight (8) ordinary hours have been worked on each day.
- (b)
  - i. Subject to the provisions of subclause (c) of this clause all time worked at the direction of the Employer outside an employee's ordinary working hours on any day between midnight and 6.00 a.m. or on a Saturday after 12.00 noon or a Sunday shall be paid for at the rate of double time.
  - ii. Subject to the provisions of subclause (b)i. of this clause all time worked at the direction of the Employer outside an employee's ordinary working hours prescribed in Clause 5.1 Hours on a public holiday shall be paid for at the rate of double time and one-half of the ordinary time rate or at time and one half with another mutually agreed day observed, without loss of pay, in lieu.
- (c) Subclauses (a) and (b) shall not apply in respect of any day on which the time worked, in addition to the ordinary hours, is less than thirty minutes.
- (d) In lieu of payment for overtime an employee, on request may:
  - i. Be allowed time off proportionate to the payment to which the employee is entitled up to a maximum of five days per annum. Time off shall be taken at a time convenient to the Employer.
  - ii. Bank the hours in accordance with subclause 5.1(f) Banking of Hours provisions of this Agreement.



- (e) Payment for overtime shall be computed on the rate applicable to the day on which the overtime is worked which shall include any loading for afternoon or night shift, provided that with the exception of overtime worked on public holidays the maximum rate payable shall not exceed double the ordinary time rate.
- (f) For the purpose of assessing overtime each day shall stand-alone.
- (g) An employee required to work more than two hours' overtime on any day shall be allowed an unpaid break of at least thirty minutes after the completion of two hours' overtime.

#### **5.5.2 On Call**

An employee is on call when directed by the Employer to remain at such a place as will enable the Employer to readily contact them during the hours when they are not otherwise on duty. In determining the place at which the employee shall remain, the Employer may require the place to be within a specified radius from the hospital. An employee shall be paid an hourly allowance as specified in Schedule A.

- (a) Provided that payment in accordance with this paragraph shall not be made with respect to any period for which payment is otherwise made in accordance with the provisions of this when the employee is recalled to work.
- (b) Where the Employer determines that there is a need for an employee to be on call, or provide a consultative service, the Employer shall provide the employee with telecommunications equipment at no cost to the employee to enable them to perform such service.
- (c) Notwithstanding the provisions of this subclause, where the employee and their nominated representative, if any, agree, in writing, other arrangements may be made for compensation of on call work.
- (d) An employee who is instructed by the Employer to be on call on a public holiday during their normal or ordinary hours of work shall be allowed to observe that holiday on a day mutually acceptable to the Employer and the employee and be paid for any time worked on the public holiday at the rate of time and one-half.
- (e) The rate prescribed in paragraph (e) of this subclause shall be paid in lieu of the amounts to which an employee may be entitled pursuant to Clause 5.6 Shift Work of this Agreement.

#### **5.5.3 Recall**

- (a) Subject to the provisions of paragraph (b) of this subclause an employee who is recalled to work for any purpose shall be paid a minimum of three hours at the appropriate overtime rate. However, the employee shall not be obliged to work for three hours if the work for which they were recalled is completed in less time, provided that if an employee is called out within three hours of starting work on a previous call they shall not be entitled to any further payment for the time worked within that period of three hours.
- (b) Where an employee is recalled to work for any purpose, within three hours of commencing normal duty, they shall be paid at the appropriate overtime rate for that period up until the commencement time of normal duty, but the

employee shall not be obliged to work for the full period if the work for which they were recalled is completed in less time.

- (c) Where an employee is recalled to duty in accordance with paragraphs (a) or (b) of this subclause, then the payment of the appropriate overtime rate shall commence from the time the employee starts work in the case of an employee who is on call.
- (d) Where an employee who is not on call is recalled to duty, time spent travelling to and from the place where the emergency duty is performed shall be included for the purpose of overtime payment. Provided that where an employee is recalled within three hours of commencing normal duty, only time spent in travelling to work shall be included with actual duty for the purpose of overtime payment.
- (e) An employee shall if recalled to work be provided free of charge with transport from home to the Hospital and return or be paid the vehicle allowance provided in Clause 3.6 Travel Allowance. Provided that if recalled to work within three hours of commencing normal duty and the employee remains at work, they shall only be entitled to the provisions of this paragraph for a one-way journey from home to work.

## **5.6 Shift Work**

- (a) The ordinary hours of work may be worked on rostered shifts in accordance with the provisions of Clause 5.1 Hours of this Agreement. Such roster may provide that the hours of work need not be worked on five (5) consecutive days and it may provide that ordinary hours can be worked on afternoon or night shift on a Saturday or Sunday.
- (b) The spread of shift which shall mean the period of time between an employee commencing and finishing their ordinary day's work shall not exceed ten (10) hours unless agreement to work twelve (12) hour shifts has been reached in accordance with Clause 5.3 Twelve Hour Shifts of this Agreement.
- (c) For the purposes of this clause:
  - i. "Day Shift" shall mean a shift which commences after 6.00 a.m. and finishes before 6.00 p.m.
  - ii. "Afternoon Shift" shall mean a shift which commences at or after midday and before 6.00 p.m. and finishes after 6.00 p.m. Where a shift commences after 12.00 midday and finishes at or before 6.00pm the provisions of subclause (d) i do not apply.
  - iii. "Night Shift" shall mean a shift which commences at or after 6.00 p.m. and before midnight.
- (d) A shift employee shall be paid the following loadings, as applicable to the majority of the shift, in addition to the shift employee's ordinary salary:
  - i. Fifteen per cent (15%) of their daily rate of salary for each afternoon shift commencing at or after midday and continuing beyond 6pm in ordinary hours.
  - ii. Twenty per cent (20%) of their daily rate of salary for the time worked between the hours of 6pm to 6am Monday - Friday in ordinary hours.



- iii. Fifty per cent (50%) of their daily rate of salary for each shift worked on a Saturday in ordinary hours.
  - iv. Seventy-five per cent (75%) of their daily rate of salary for each shift worked on a Sunday in ordinary hours.
  - v. One hundred and fifty per cent (150%) of their daily rate of salary for a shift worked on a public holiday in ordinary hours, provided that if the Employer agrees, the employee may be paid a loading of fifty per cent (50%) only and be allowed to observe the holiday on a day mutually acceptable to the Employer and the employee.
- (e) Work performed by an employee in excess of the ordinary hours of their shift, or on a rostered day off, shall be paid for in accordance with Clause 5.5 Overtime, On Call and Recall of this Agreement.
  - (f) If it becomes necessary for a shift employee to work two consecutive shifts occasioned by the absence of another employee, they shall not be required to attend for duty within ten (10) hours of ceasing duty on the second shift.
  - (g) Shift employees shall be supplied with a copy of their roster and a copy of the roster shall also be posted in a conspicuous place in the particular work area concerned at least two weeks in advance.
  - (h) A roster may be altered at any time to enable the service of the hospital to be carried out where another employee is absent from duty on account of illness, or if the hospital experiences a down turn in occupancy or in an emergency. Where such alteration involves an employee working on a day that would have been their day off, such employee shall be paid in accordance with the provisions of this Agreement. The Company retains the ability to roster to suit the needs of the hospital. An employee can be notified of a change in roster one (1) day before the shift to be worked without the hospital incurring a penalty, provided that personal contact is made with the employee at least twenty-four (24) hours prior to working the proposed shift or a lesser period as agreed between the Employer and employee, and as long as contracted hours will be met.
  - (i) In applying paragraph (h) the Employer shall take into consideration the employee's personal commitments including consideration of family and carer responsibilities.
  - (j) **Public Holiday and Annual Leave Provisions for Shift Employees**

This subclause shall be read in conjunction with Part 4 Public Holidays and Annual Leave of this Agreement.

- i. When any of the days observed as a public holiday as prescribed in this Agreement fall on a day when a shift employee is rostered off duty and the employee has not been required to work on that day they shall be paid as if the day was an ordinary working day or with the agreement of the Employer, be allowed to take a day's holiday in lieu of the holiday at a mutually acceptable time.
- ii. A shift employee rostered to work ordinary hours on Sundays and/or public holidays shall be entitled to additional annual leave as follows: -

- A. If 35 ordinary shifts on such days have been worked – one week.
- B. If less than 35 ordinary shifts on such days have been worked – one additional day (to a maximum of five days) for each seven ordinary shifts so worked.
- iii. Shift workers when proceeding on annual leave including accumulated annual leave shall be paid shift and weekend penalties the employee would have received had he/she not proceeded on annual leave, or a loading equivalent to 20% of normal salary, whichever is the greater.

## **5.7 Review of Contracted Hours**

- (a) The Employer shall annually review the contracted hours of work worked by part-time employees who have over the preceding twelve (12) months been working above their contracted hours.
- (b) The Employer, based on an average over the previous twelve (12) months, may vary the hours of the employee's contract to reflect the hours of work necessary to undertake the work requirements of the employee's position.

## **5.8 Individual Flexibility**

The Employer and any employee may agree to make an individual flexibility arrangement to vary the effect of the terms of this agreement in accordance with the arrangements permitted under the *Fair Work Act 2009*:

- (a) 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:
- (b) 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
- (c) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (b); and
- (d) the arrangement is genuinely agreed to by the employer and employee.
- (e) The employer must ensure that the terms of the individual flexibility arrangement:
  - i. are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - ii. are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - iii. result in the employee being better off overall than the employee would be if no arrangement was made.



- (f) The employer must ensure that the individual flexibility arrangement:
  - i. is in writing; and
  - ii. includes the name of the employer and employee; and
  - iii. 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
  - iv. includes details of:
    - A. the terms of the enterprise agreement that will be varied by the arrangement; and
    - B. how the arrangement will vary the effect of the terms; and
    - C. 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
    - D. states the day on which the arrangement commences.
- (g) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (h) The employer or employee may terminate the individual flexibility arrangement:
  - i. by giving no more than 28 days' written notice to the other party to the arrangement; or
  - ii. if the employer and employee agree in writing — at any time.
- (i) Where the employer seeks such arrangement with the employee, that employee shall be made aware of his/her right, and given reasonable opportunity, to contact and seek representation from the Union.

## **PART 6 – CLASSIFICATIONS**

### **6.1 CASUAL EMPLOYEES**

- (a) A casual employee shall mean an employee engaged on an hourly basis with no guarantee of continual or additional employment. A casual shall not be continuously rostered for a period exceeding one month. The minimum engagement for a casual employee shall be 3 hours.
- (b) A casual employee shall be paid one seventy-sixth (1/76<sup>th</sup>) of the ordinary fortnightly rate of salary prescribed for the class of work in which the employee is engaged for each hour worked, plus twenty-one per cent (21%) additional loading.
- (c) A casual employee will receive the casual loading as compensation for not having an entitlement to paid personal/carers' leave, paid compassionate leave, annual leave, payment for public holidays not worked, redundancy pay and notice of termination of employment.
- (d) A person engaged as a regular casual employee may request in writing that their employment be converted to permanent employment.
- (e) A regular casual employee is a casual who has been employed by Healthscope for at least 12 months and in the preceding period of six

months worked a pattern of hours on an on-going basis which, without significant adjustment, the employee could continue to perform as a full-time or part-time employee.

- (f) Healthscope will give the employee a written response to the request within 21 days, stating whether it grants or refuses the request. Healthscope will not refuse a request under this clause unless it has consulted the employee and there are reasonable grounds to refuse the request based on facts that are known, or reasonably foreseeable, at the time of refusing the request. Where Healthscope refuses a request under this subclause, Healthscope will provide reasons for this refusal in writing. This provision will not apply where a casual is substituting for another employee's temporary absence from the workplace e.g. parental leave, long service leave and WorkCover.
- (g) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, Healthscope and the employee must discuss and record in writing:
  - i The form of employment which the Employee will convert – that is full-time or part-time employment; and
  - ii the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.
- (h) The conversion will take effect from the start of the next full pay cycle following such agreement being reached unless otherwise agreed between Healthscope and the Employee.
- (i) The offer must be in writing and be an offer for the employee to convert:
  - i For an employee who that has worked the equivalent of full-time hours during the period referred to in clause 6.1(e) – to full-time employment; or
  - ii for an employee who that has worked less than the equivalent of full-time hours during the period referred to in clause 6.1(e) – to part-time employment that is consistent with the regular pattern of hours worked during that period; and
  - iii Be given to the employee within the period of 21 days after the end of the 12-month period referred to in clause 6.1(e).
- (j) Notwithstanding Healthscope's obligation at clause 6.1(i), Healthscope may offer a casual employee conversion to permanent employment at any time.

## **6.2 PART TIME EMPLOYEES**

- (a) A part time employee means an employee regularly employed to work less hours than prescribed in Clause 5.1 Hours of this agreement. The minimum engagement for a part time employee shall be 3 hours.
- (b) A part time employee shall be paid at a rate pro rata to the rate prescribed for the class of work for which they are engaged in the proportion to which their fortnightly hours bear to 76 hours per fortnight.



- (c) Part time employees shall be entitled to the same leave, penalties and other conditions as prescribed in this Agreement for full-time employees, with payment being in the proportion to which their fortnightly hours bear to seventy-six (76) hours.
- (d) A part time employee may work additional hours and/or shifts at ordinary rates where the employee has previously indicated in writing a willingness to work extra hours or shifts or where the extra work was arranged prior to the completion of that employee's previous shift. Such work shall be subject to the normal rostering parameters of a full time employee as specified in subclause (a) of Clause 5.1 Hours of Work or Clause 5.3 Twelve Hour Shifts of this agreement. However, a part time employee cannot be required to work additional hours or shifts.

### **6.3 TEMPORARY EMPLOYEE**

- (a) A temporary employee shall mean an employee engaged for a specific period or periods longer than one month but less than 12 months.
- (b) A temporary employee shall accrue and be paid all the benefits prescribed by this Agreement for time worked as if they were permanently employed.

### **6.4 CLASSIFICATION REVIEW PROCESS**

- (a) The Hospital shall allocate a salary classification level in accordance with Schedule A Salaries of this agreement, to each position by establishing the work value of the position taking account of internal and external relativities relevant to the position, in accordance with the Wage Principles of the Australian Fair Pay Commission or other statutory body empowered by statute to perform this function. In arriving at an appropriate salary level, the Hospital shall also have due regard for any qualification(s) which may be a prerequisite for carrying out the position.
- (b) An employee may request a review of the classification allocated in accordance with paragraph (a) or, at any time, where a change in duties and responsibilities has occurred. A request for review of classification shall be by:
  - i. Requesting the review in writing to the Hospital,
  - ii. Setting out the grounds upon which the request is made,
  - iii. Detailing the classification level and/or title which is being requested, and
  - iv. Providing a current job description of the employee's position.

Providing that not more than one request may be made by an individual employee in any twelve-month period, the Hospital shall give the employee written advice of the result of the review.
- (c) If the employee disagrees with the result of the review, the matter will be settled in accordance with 2.5 Procedure for Settling Disputes and Grievances of this agreement.
- (d) If the parties cannot reach agreement as to the classification level of any employee, the matter may be referred to the Fair Work Commission for determination.

- (e) The effective date for any change in classification level shall be one month after the date upon which the letter of request is served upon the Hospital.
- (f) During the first year of the period of operation of the Agreement, the parties will review the radiographers structure having regard to the operational requirements of the Hospital and having further regard to structures that operate in the public and private sectors to provide similar services.

## **PART 7 MISCELLANEOUS**

### **7.1 OCCUPATIONAL HEALTH AND SAFETY**

- (a) As reflected in the Employer policy, all the Employer work sites attempt to achieve a safe workplace and safe ways of working. To assist in this process, the Employer provides equipment, tools and machinery in a safe condition, safe and hygienic facilities, including toilets, eating areas and first aid, information, training and supervision to all workers, a process for consultation with employees and to keep employees informed and involved in decisions that may affect their health and safety and a process for identifying hazards, assessing and controlling risks.
- (b) In return the Employer requires employees to take reasonable care for the health and safety of themselves and persons at their place of work and those who may be affected by their acts or omissions at work, and cooperate with any requirement imposed in the interests of health, safety and welfare by the Employer or any other person who is authorised to do so.

### **7.2 FLEXIBILITY OF WORKSITES**

- (a) Employees may be rostered to work at other sites in the Employer Group if work is not available at their primary site. Consideration will be given to both the Employer's and employee's needs including:
  - i. operational requirements;
  - ii. family and child care responsibilities;
  - iii. reasonable travelling distance and the availability of transport to the employee;
  - iv. the competence of the employee to perform the work required at the alternative site;
  - v. the career development needs of the employee.
- (b) Travel time that is in excess of thirty minutes will be paid.
- (c) Travel allowance in accordance with Clause 3.6 Travel Allowance of this agreement will be paid to the employee.
- (d) Unless mutually agreed otherwise, the position shall be at a comparable or higher classification level.
- (e) Where the employee refuses the offer of work under these conditions, the Employer will have been seen to have met the obligation to provide contracted hours.

### **7.3 INTRODUCTION OF CHANGE**



- (a) Where the Hospital has made a definite decision to introduce major changes in production program, organisation, structure or technology that are likely to have significant effects on staff members, the Hospital shall notify the staff members who may be affected by the proposed changes and an employee representative, if any.
- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the Hospital's workforce or in the skills required; elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of staff members to other work or locations and restructuring of jobs.
- (c) The Hospital shall discuss with the staff members affected and an employee representative, if any, among other things, the introduction of the changes referred to in subclause (b), the effects the changes are likely to have on staff members, measures to avert or mitigate the adverse effects of such changes on staff members and shall give prompt consideration of matter raised by the staff members and/or an employee representative, if any, relating to the changes.
- (d) The discussion shall commence as early as practicable after a firm decision has been made by the Hospital to make the changes referred to in subclause (b).
- (e) For the purpose of such discussion, the Hospital shall provide to the staff members concerned and an employee representative, if any, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on staff members and any other matter likely to affect staff members provided the Hospital shall not be required to disclose confidential information of which, would be detrimental to its interests.
- (f) Where the employer is proposing changes in rostering, consultation will occur in accordance with the terms of Schedule 2.3 (Model Consultation Term) of the *Fair Work Regulations*

#### 7.4 REDUNDANCY AND REDEPLOYMENT

- (a) Definitions:
  - i. "Redundancy" - means a situation where a job performed by an employee ceases to exist or becomes surplus to requirements.
  - ii. "Suitable Alternate Employment" - means employment that provides the employee with a position which:
    - A. is a permanent position.
    - B. has ordinary time earnings as close as possible to that of the employee's previous position.
    - C. does not require the employee to change their place of residence in order to take up the position, and has regard to

1. the relevance of the duties and responsibilities, to the qualifications, skills, experience and competence of the employee; and
  2. the ordinary hours of duty being in general no less than those worked by the employee in his/her original position.
- iii. The expression 'continuous service' shall mean all service of an employee with the Employer subject to the following:
- A. it shall include any period during which an employee is absent on full pay or part pay, from duties in the hospital service;
  - B. it shall exclude any period exceeding two weeks during which the employee is absent on leave without pay;
  - C. where an employee elects to take any portion of the period of long service leave on half pay in accordance with 4.4 Long Service Leave, included shall be half the period of leave taken on half pay;
  - D. it shall include any period following any termination of the employment by the Hospital if such termination has been made merely with the intention of avoiding obligations in respect to long service leave or redundancy under the terms of this Agreement;
  - E. it shall include any period of absence from duty necessitated by sickness or injury to the employee, to the extent of the employee's sick leave entitlements; and
  - F. it shall include service with the Employer where an employee had no break in paid service between ceasing employment at Employer Hospital and commencing employment with the Employer.
- Provided that continuity of service shall not be broken by any authorised leave of absence.
- iv. Ordinary time earnings shall be defined as the rate of pay excluding allowances applicable to the employee's substantive classification but shall include allowances which represent:
- A. a relieving allowance that has been paid continuously for twelve (12) months;
  - B. a shift allowance which is paid on a regular basis and would continue to be paid during periods of annual leave.
- (b) When a definite decision has been made which will/may result in an employee(s) being made redundant the Hospital shall, as soon as practical, notify the employees affected and an employee representative, if any, in accordance with 7.3 Introduction of Change.
- (c) In the event that a job performed by an employee ceases to exist or becomes surplus to requirements, the Hospital;



- i. shall endeavour to find that employee suitable alternate employment within the hospital.
  - ii. shall provide leave and assistance to seek alternative employment in accordance with paragraph (e).
  - iii. shall seek to identify training opportunities in accordance with paragraph (f).
  - iv. shall, where appropriate, investigate the possibility of substituted voluntary severance in accordance with paragraph (g).
- (d) Where an employee is found suitable alternative employment within one of the hospitals operated by the Employer, the employee's service shall be deemed continuous and the employee shall retain all accrued and accruing rights to annual leave, long service leave and sick leave.
  - i. Where, as a result of the application of this an employee is found suitable alternate employment and the suitable alternate employment attracts a lower salary than the position made redundant, the employee shall have their ordinary time earnings maintained at its current dollar value for a period of 6 months; Provided that, the suitable alternate position shall not attract a salary of less than 80% nor more than 110% of the maximum pay applicable to the range of classification of the employee's redundant position, and provided that, every effort will be made to ensure that the suitable alternate employment has ordinary time earnings as close as possible to that of the redundant position.
  - ii. Any period of retraining undertaken pursuant to paragraph (f) shall be disregarded for the purposes of calculating the period of 6 months referred to in paragraph i above.
- (e) Leave and Assistance to seek alternative employment.
  - i. The employee shall facilitate redeployment by granting employees to be redeployed reasonable leave to attend interviews and career counselling without loss of pay.
  - ii. If the costs incurred by the employee in attending an employment interview with a potential Hospital are not met by the potential Hospital, the current Hospital shall meet these costs.
  - iii. The costs referred to at paragraph ii are costs of travel to and from the employment interview, meals consumed, accommodation occupied and incidental expenses incurred during the course of travel or at the place of interview.
  - iv. By agreement between the Hospital and employee, leave without pay may be approved where it is sought by a redeployee as a means of exploring career options. This period of leave without pay will not count as service for any reason. However, the employee's service shall be deemed continuous and the employee retains the right to accept the offer of severance and on return from the period of leave without pay, retains the right to have the option of redeployment pursued.
- (f) Retraining of employees occupying a position declared redundant.

- i. The Hospital may arrange for an employee occupying a position which is declared redundant to be employed for retraining purposes in a position other than their present or former position within the hospital, or by agreement, at another site operated by the Employer in WA.
- ii. The arrangements for the retraining of an employee occupying a position which is declared redundant which are to apply to the retraining, shall be as agreed between:
  - A. the employee (and/or their representative), and
  - B. the Hospital;

Provided that an employee whose position is declared redundant shall not be employed for retraining purposes indefinitely and shall retain the right to be redeployed to a permanent position.

- iii. Where, within 6 months of the employee's position being declared redundant an employee has not been found a permanent position, the employee shall be given the option of severance;  
 Provided that, by mutual agreement, an employee may take severance before the expiry of 6 months.
- iv. Where the Hospital arranges for an employee to be employed for retraining purposes under this, the Hospital shall bear the whole cost of that arrangement.

(g) Substituted Voluntary Severance

- i. If:
  - A. an employee is willing to be transferred to the position of an employee who wishes to resign their position ("the other employee"); and
  - B. the making of a severance payment to the other employee has been approved by the Hospital
 the other employee may, resign their position.
- ii. On the resignation by the other employee the Hospital shall forthwith:
  - A. transfer the employee to that position; and
  - B. make a severance payment to the other employee in accordance with this, as if the other employee was redundant.

(h) In the event that suitable alternate employment cannot be found or where an employee elects to be made redundant rather than accept redeployment to an alternate position or retraining, the employee, on termination, shall receive a severance payment calculated on the employee's ordinary time earnings in accordance with the following formula:

- i. For employees with four or more years' continuous service, the severance payment entitlement is two weeks' pay for each completed year of service up to a maximum entitlement of 45 weeks' salary.



- ii. For employees with less than four years completed service, the following severance pay entitlement will apply:

Employee's period of continuous service	Severance Pay Entitlement
At least one year but less than two years	4 weeks
At least two years but less than three years	6 weeks
At least three years but less than four years	7 weeks

- (i) In addition to this severance payment the employee shall also receive:
  - i. pro rata annual leave (with loading) calculated in accordance with this Agreement.
  - ii. pro rata long service leave calculated on each completed 12 months of service on the basis provided by this Agreement.
  - iii. at least one month's formal notice of termination or payment in lieu thereof.
- (j) In the event that an employee is offered a suitable alternate position within the Employer Group but not within a site in WA operated by the Employer and the employee elects to accept the position, the employee's service shall be deemed continuous and annual leave, long service leave and sick leave accrued prior to the date of redeployment, shall be calculated in accordance with this Agreement and/or any relevant Award, and shall be transferred to and credited by the new site.
- (k) Nothing in this shall be construed as preventing the parties from agreeing to alternative redundancy and/or redeployment arrangements which are not less advantageous to an employee than those provided for by this.
- (l) Where any dispute arises over the application of this, such dispute shall be addressed in accordance with 2.5 Procedure for Settling Disputes and Grievances of this agreement.
- (m) Any arrangements made in accordance with this and agreed between the parties shall be put in writing, with a copy of such written arrangements given to the employee.
- (n) The provisions of this shall not apply to casual employees.

## 7.5 NO DISADVANTAGE

No employee shall suffer an overall reduction in salaries or conditions of employment as a result of the introduction of this Agreement.

## 7.6 TRANSMISSION OF BUSINESS

If:

- i. a business (or part of the business) is transmitted from the Employer to another Employer ("the transmittee"); and
- ii. an employee who, immediately prior to the date of the transmission was an employee of the Employer engaged in the provision of labour services in that business, upon or after the date of transmission pursuant to the terms of the offer of employment from the transmittee becomes an employee of the transmittee;

Then:

- iii. the continuity of the employment of the employee is deemed not to have been broken by reason of the transmission of the business;
- iv. the period of employment which the employee has had with the Employer or any prior transmittor of the business (or part of the business) to the Employer is deemed to be service of the employee with the Employer; and
- v. Severance benefits  
No retrenchment or severance benefits are payable to any employee, despite any other provision of any Award, Certified or Registered Agreement, Contract of Employment or policy of the Employer, where the Employer provides acceptable alternative employment within the Employer Group or arranges for or facilitates an offer of acceptable alternative employment from the purchaser, whether or not that offer is made by a Purchaser in connection with the purchase of a the Employer business (or part of a business).



## SIGNATORIES

Signed for and on behalf of Healthscope Operations Pty Ltd:

 Date: 29/09/2021

Reza Barzegari  
General Manager The Mount Hospital  
150 Mounts Bay Road, PERTH WA 6000

I declare that I have authority to execute this Agreement on behalf of Healthscope Operations

Signed for and on behalf of the Health Services Union:

 Date: 4/10/2021

Ms Naomi McCrae  
Secretary (WA) Health Services Union  
8 Coolgardie Terrace PERTH WA 6000

As State Secretary of the Union, Ms McCrae has the authorization of employees to execute this Agreement

## SCHEDULE A – SALARIES & ALLOWANCES

- (1) The minimum hourly rates payable under this Agreement shall be as set out hereunder.
- (2) Part time employees shall be paid on a pro rata basis, calculated on 1/38<sup>th</sup> of the relevant weekly amount.
- (3) **Administration / Clerical / Technical / Supervisory Employees**

	Wage rate at time of lodgement of agreement -	Wage rate FFPP* on or after 31/03/2020	Wage rate FFPP* on or after 31/03/2021	Wage rate FFPP* on or after 31/03/2022
		1.5%	1.5%	1.5%
	Hourly	Hourly	Hourly	Hourly
3.1	\$27.44	\$27.86	\$28.28	\$28.70
3.2	\$28.14	\$28.56	\$28.99	\$29.42
3.3	\$29.00	\$29.44	\$29.88	\$30.33
4.1	\$29.57	\$30.02	\$30.47	\$30.93
4.2	\$30.42	\$30.88	\$31.34	\$31.82
5.1	\$31.43	\$31.90	\$32.38	\$32.87
5.2	\$32.21	\$32.69	\$33.18	\$33.68
6.1	\$33.03	\$33.52	\$34.03	\$34.54
6.2	\$34.34	\$34.85	\$35.38	\$35.91
7.1	\$35.02	\$35.55	\$36.08	\$36.62
7.2	\$36.05	\$36.59	\$37.14	\$37.70
8.1	\$37.11	\$37.66	\$38.23	\$38.80
8.2	\$38.61	\$39.19	\$39.77	\$40.37
9.1	\$39.42	\$40.02	\$40.62	\$41.23
9.2	\$40.46	\$41.07	\$41.68	\$42.31
10.1	\$41.57	\$42.19	\$42.82	\$43.47
10.2	\$42.70	\$43.34	\$43.99	\$44.65
11.1	\$44.89	\$45.57	\$46.25	\$46.94
11.2	\$46.52	\$47.22	\$47.93	\$48.64
12.1	\$48.83	\$49.56	\$50.30	\$51.06

13.1	\$50.07	\$50.82	\$51.58	\$52.35
13.2	\$51.63	\$52.40	\$53.19	\$53.99
14.1	\$54.02	\$54.83	\$55.66	\$56.49
15.1	\$55.62	\$56.46	\$57.30	\$58.16
15.2	\$57.56	\$58.43	\$59.31	\$60.20

- (a) Employees who are appointed to Level 2, or Level 3, and are under 21 years of age, salaries shall be calculated using the following percentages of the first year of service rate for the Level the employee is appointed to:

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

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

- (b) For the purposes of this subclause 'Medical Typist' and 'Medical Secretary' shall mean those workers classified on a classification equivalent to Level 2 or 3 who spend at least 50% of their time typing from tapes, shorthand, and/or Doctor's notes of case histories, summaries, reports or similar material involving a broad range of medical terminology.

A Medical Typist or Medical Secretary shall be paid a medical terminology allowance of an amount equivalent to 5.15% of Level 2 increment 3 per annum which shall be converted to an hourly rate to enable payment:

- i on a fortnightly basis:
- ii on a proportionate basis for a part time employee.

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

- (a) Employees who are employed in the roles specified in SCHEDULE B or any other professional calling as agreed between the Union and employer, shall be entitled to Hourly Rates as follows:

	Wage rate at time of lodgement of agreement	Wage rate FFPP* on or after 31/03/2020	Wage rate FFPP* on or after 31/03/2021	Wage rate FFPP* on or after 31/03/2022
		1.5%	1.5%	1.5%
	Hourly	Hourly	Hourly	Hourly
11/12.1	\$44.89	\$45.56	\$46.24	\$46.94
11/12.2	\$46.52	\$47.22	\$47.92	\$48.64
11/12.3	\$48.83	\$49.56	\$50.30	\$51.06
13/14.1	\$50.06	\$50.82	\$51.57	\$52.35
13/14.2	\$51.63	\$52.40	\$53.19	\$53.99
13/14.3	\$54.02	\$54.83	\$55.65	\$56.49
15.1	\$55.62	\$56.45	\$57.30	\$58.16
15.2	\$57.56	\$58.43	\$59.30	\$60.19

- (b) Subject to paragraph (d) of this subclause, on appointment or promotion to the Level 11/12.1 under this:
- (i) Employees, who have completed an approved three academic year tertiary qualification, relevant to their calling, shall commence at the first year increment (i.e., Level 11/12.1).
  - (ii) Employees, who have completed an approved four academic year tertiary qualification, relevant to their calling, shall commence at the second year increment (i.e., Level 11/12.2).
  - (iii) Employees, who have completed an approved Masters or Ph.D. Degree, relevant to their calling, shall commence on the third year increment (i.e., Level 11/12.3).

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

- (c) The employer and union shall be responsible for determining the relevant acceptable qualifications for appointment for the callings covered by this and shall maintain a manual setting out such qualifications.
  - (d) The employer, in allocating levels pursuant to paragraph (b) of this may determine a commencing salary above Level 11/12.1 for a particular calling/s.
- (5) Annual increments between salary points in each classification shall be subject to the employee's satisfactory performance over the preceding twelve months. Satisfactory



performance shall be determined by means of a performance appraisal. Should the performance appraisal not be completed by the date at which the employee is due for his/her annual increment such increment shall be applied.

(6) Movement between classifications is by appointment only.

#### **Allowances**

	Wage rate at time of lodgement of agreement	Wage rate FFPP* on or after 31/03/2020	Wage rate FFPP* on or after 31/03/2021	Wage rate FFPP* on or after 31/03/2022
		1.5%	1.5%	1.5%
Laundry Allowance (per hour)	\$0.04	\$0.04	\$0.05	\$0.05
Meal Allowance	\$11.98	\$12.16	\$12.34	\$12.53
On Call (per hour)	\$6.13	\$6.22	\$6.31	\$6.41

## SCHEDULE B: CLASSIFICATION AND GRADING OF EMPLOYEES

- (1) For the purposes of this Agreement the minimum classification of employees shall be as set hereunder.

POSITION TITLE	LEVEL
Administration Officer	Level 3
Anaesthetic Technician Trainee	Level 3
Allied Health Assistant	Level 4
Billing Clerk	Levels 5, 8
Cath Lab Technician	Level 6
Clinical Research Assistant	Level 4
Orthopaedic Technician	Levels 6, 7
Anaesthetic Technician	Levels 6, 7, 8
Neuro Technician	Levels 6, 7
Payroll Co-Ordinator	Level 7
Pre-Admissions Clerk	Level 3/5
Medical Imaging Technologist / Radiographer	Levels 13/14 and 15
Medical Records Clerk	Level 3/5
Receptionist	Level 3/5
Senior Administration Officer	Level 10
Senior Front Office Clerk	Levels 8, 10
Senior Secretary Medical Suites	Level 10
Switchboard Operator	Level 3/4
Theatre Clerk	Level 5/7
Ward Clerk	Level 3/5
Clinical Coder	Levels 10, 11, 12, and 13
Physiotherapist	Levels 11/12, 13/14 and 15
Dieticians	Levels 11/12, 13/14 and 15
Occupational Therapists	Levels 11/12, 13/14 and 15
Electrophysiology Technologist	Levels 11/12, 13/14 and 15

- (2) Position titles and levels are current at the time of negotiation of the Agreement.
- (3) Positions not specifically named in this Schedule shall be allocated a minimum classification equivalent to that applying to the employee under the Award.

- (4) For clarity, Level 3/5 means that an employee will commence at Level 3.1 and progress through 3.1, 3.2, 3.3, 4.1, 4.2, 5.1 and 5.2. Similar progression applies for other roles where there is a "/"F between the specified numerical levels.
- (5) For clarity, Level 5, 8 means that an employee can be classified at Level 5 or Level 6 or Level 7 or Level 8 and will progress to the top of the relevant Level via incremental progression. For example, a Billing Clerk who is classified at Level 5 would commence at Level 5.1 and then progress to Level 5.2 and then may remain at Level 5.2.
- (6) Where a classification has more than one pay Level, the Employer will determine the appropriate commencement Level having regard to a range of factors, including the employee's specialist skills, qualifications, seniority, and experience.



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## Schedule 2.3—Model consultation term

(regulation 2.09)

### Model consultation term

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

#### *Major change*

- (2) For a major change referred to in paragraph (1)(a):
  - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
  - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
  - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
  - (a) discuss with the relevant employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the employees; and
  - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the employees; and
    - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
  - (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.

*Change to regular roster or ordinary hours of work*

- (10) For a change referred to in paragraph (1)(b):
  - (a) the employer must notify the relevant employees of the proposed change; and
  - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

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- (12) If:
    - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
    - (b) the employee or employees advise the employer of the identity of the representative;
 the employer must recognise the representative.
  - (13) As soon as practicable after proposing to introduce the change, the employer must:
    - (a) discuss with the relevant employees the introduction of the change; and
    - (b) for the purposes of the discussion—provide to the relevant employees:
      - (i) all relevant information about the change, including the nature of the change; and
      - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
      - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
    - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
  - (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
  - (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
  - (16) In this term:
 

**relevant employees** means the employees who may be affected by a change referred to in subclause (1).



## IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2021/7775

Applicant:  
Healthscope Operations

Section 185 – Application for approval of a single enterprise agreement

### Undertaking – Section 190

I, David Harper, State Manager, have the authority given to me by Healthscope Operations to give the following undertakings with respect to the *Mount Hospital (Professional, Clerical, Technical Employees) Enterprise Agreement 2021-2023* ("the Agreement"):

1. **Shiftworkers**

For the purposes of the NES, a shiftworker/shift employee is an employee who is regularly rostered to work their ordinary hours outside the span of ordinary hours of 6am to 6pm Monday to Friday.

For the purposes of the additional week of annual leave provided for in the NES, a shiftworker is an employee who is "regularly rostered" to work on Sundays and public holidays. Pursuant to clauses 4.4(e) and 5.6(j), "regularly rostered" means rostered to work 35 ordinary shifts on Sundays and/or public holidays.

2. **Parental leave**

Notwithstanding clause 4.1(13)(a), employees are entitled to special parental leave if their pregnancy ends after a gestation period of at least 12 weeks otherwise than by the birth of a living child.

3. **Personal/carer's leave**

a. *Accrual*

Notwithstanding clause 4.2.1(a), an employee's entitlement to personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.

b. *Restrictions*

The provision of clause 4.2.1(g) in relation to misconduct of the employee has no effect.

4. **Public holidays**

a. *Substitution*

For the purposes of the provisions of clause 4.3(a), "arrangement between the parties" means arrangement between the Employer and an individual Employee.

b. *Declared or prescribed public holidays*

In addition to the public holidays provided at clause 4.3(a), any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, is a public holiday for the purposes of the provisions of clause 4.3(a).

5. **Termination deductions**

In relation to clause 2.6(b)(iii), Healthscope confirms that any deductions on termination of employment will not be made from an employee's accrued NES entitlements.

6. **Casual loading**

Notwithstanding clause 6.1(b), the casual loading rate will be amended to 25% from the first full pay period on or after 31 March 2021.

Healthscope confirms that where a casual employee undertakes shift work pursuant to clause 5.6 of the Agreement, the employee is paid casual loading in addition to the relevant shift penalty on a compounding basis.

Healthscope confirms that where a casual employee works in excess of 10 hours per shift and/or in excess of 38 hours per week or 76 hours in a fortnight, an employee will be paid casual loading in addition to the relevant overtime penalty on a compounding basis.

7. **Part time safeguards**

Healthscope confirms that at the time of engagement, Healthscope and the employee will agree in writing on a regular pattern of work specifying the hours worked each day, which days of the week the employee will work, and the start and finish times for each day.

8. **TOIL**

Healthscope confirms that untaken TOIL is paid out on termination at the applicable overtime rate.

9. **12 Hour Shifts**

Healthscope confirms that an Employee who works 12 hour shifts pursuant to clause 5.3 will be paid in accordance with the overtime provisions of clause 5.5.1 for all hours worked in excess of 10 hours per shift

10. **Paid rest break during overtime**

Notwithstanding the break provided after two hours of overtime at clause 5.5.1(g), Employees are entitled to a paid rest break of 20 minutes after each four hours of overtime worked if required to continue work after the break.

11. **Rates of pay and allowances**

Notwithstanding the salaries and allowances provided for in paragraphs (3), (4) and (6) of Schedule A of the Agreement, the following rates of pay and meal allowance will be amended from the first full pay period (**FFPP**) on or after 31 March 2021:

Level	Wage rate FFPP on or after 31/03/2020	Wage rate FFPP on or after 31/03/2021	Wage rate FFPP on or after 31/03/2022
3.1	\$27.86	\$29.05	\$29.48
3.2	\$28.56	\$29.28	\$29.72
15.2	\$58.43	\$61.52	\$62.45
<b>Allowance</b>			
Meal allowance	\$12.16	\$13.78	\$13.98

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



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Signature

4/11/21

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Date