



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Ramsay Health Care Australia Pty Limited
(AG2023/2630)

RAMSAY HEALTH CARE QUEENSLAND NURSES AND MIDWIVES ENTERPRISE AGREEMENT 2023-2025

Health and welfare services

COMMISSIONER MATHESON

SYDNEY, 15 SEPTEMBER 2023

*Application for approval of the Ramsay Health Care Queensland Nurses and Midwives
Enterprise Agreement 2023-2025*

[1] An application has been made for approval of an enterprise agreement known as the *Ramsay Health Care Queensland Nurses and Midwives Enterprise Agreement 2023-2025* (Agreement). The application was made by Ramsay Health Care Australia Pty Limited (Applicant) pursuant to s.185 of the *Fair Work Act 2009* (Cth) (Act). The Agreement is a single enterprise agreement. There are three employers covered by the Agreement, all of which are related employers that meet the circumstances described in s.172(5A) of the Act.

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

[3] The Applicant, who is also an employer covered by the Agreement, has provided written undertakings. A copy of the undertakings is attached at Annexure A of this decision (Undertakings). The views of each person I know is a bargaining representative for the Agreement were sought in relation to the Undertakings. I am satisfied that the effect of accepting the Undertakings is not likely to:

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

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

[5] The Australian Nursing and Midwifery Federation (ANMF), being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act, I note that the Agreement covers the organisation.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 22 September 2023. The nominal expiry date of the Agreement is 30 June 2025.

Error and amendment

[7] There is an error in the Agreement regarding the rate of pay for a Level 4 Assistant Director of Clinical Services. In this regard, the Applicant submits that a decision was made to increase the rate for a Level 4 Assistant Director of Clinical Services, 50-150 beds, from \$67.19 to \$69.15, that the decision was implemented, and the six employees impacted were advised of this in writing. The Applicant submits that it was this rate of \$69.15 that was intended to be included in the Agreement but that in the final version of the Agreement the old rate of \$67.19 was included in error, with the relevant increases applied to the incorrect rate. The Applicant submits that the employees were advised of the error, the matter was discussed with the AMNF and that it was agreed that the Applicant would seek to have the error corrected during the approval process. The AMNF agreed that the error was an obvious one, notes that the correction is not detrimental to the six employees impacted and submits that the amendment will be beneficial as the correct, higher rates will be clear within the Agreement.

[8] I am satisfied that the error is an obvious one as contemplated by s.218A of the Act and amend the agreement to include the correct rate of \$69.15 for a Level 4 Assistant Director of Clinical Services, 50-150 beds, with the relevant increases applied to this rate. The amended rates are as reflected in the Agreement published with this decision. The amendment will operate from the date the Agreement commences operation.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2023/2630

Applicant: RAMSAY HEALTH CARE AUSTRALIA PTY LIMITED

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Peter Ryan, Director ER & Policy, for Ramsay Health Care Australia Pty Limited, give the following undertakings with respect to the Ramsay Health Care Queensland Nurses and Midwives Enterprise Agreement 2023-2025 ("the Agreement"):

1. I have the authority given to me by Ramsay Health Care Australia Pty Limited, Gold Coast Day Hospitals Pty Ltd and Pindara Day Procedure Centre Pty Ltd (the Employers) to provide this undertaking in relation to the application before the Fair Work Commission.
2. The Employers undertake that an Assistant in Nursing at AIN 1, AIN 2 and AIN 3 will be paid no less than the rate of \$30.37.
3. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

13 September 2023

Date

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

RAMSAY HEALTH CARE QUEENSLAND

NURSES AND MIDWIVES ENTERPRISE AGREEMENT 2023 - 2025

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1. PART 1 – PRELIMINARY

1.1 Title

This Agreement shall be known as the Ramsay Health Care Queensland Nurses and Midwives Enterprise Agreement 2023-2025.

1.2 Date of Operation

This Agreement shall commence operating seven days after receiving approval by the Fair Work Commission and shall remain in force until 30 June 2025 and thereafter in accordance with the Act.

1.3 Scope of Agreement

1.3.1 This Agreement covers and applies to:

- (a) Ramsay Health Care Australia Pty Limited, Gold Coast Day Hospitals Pty Ltd and Pindara Day Procedure Centre Pty Ltd (“Ramsay” or “the Employer”);
- (b) Nurses and Midwives employed by the Employer whose classification falls within clause 4.3 and Schedule A and whose place of employment is at a Ramsay Queensland location listed below (“Employee/s”); and
- (c) Subject to the FWC decision to approve the Agreement, the Queensland Nurses and Midwives Union of Employees (QNMU) / Australian Nursing and Midwifery Federation (ANMF) (“Union”).

1.3.2 Ramsay Queensland locations are:

- Hillcrest Rockhampton Private Hospital
- Caboolture Private Hospital
- John Flynn Private Hospital
- North West Private Hospital
- Noosa Hospital
- Nambour Selangor Private Hospital
- Ramsay Clinic Caloundra
- St. Andrew’s Ipswich Private Hospital
- Pindara Private Hospital
- Pindara Day Surgery
- Short Street Day Surgery
- Ramsay Clinic New Farm
- Cairns Private Hospital
- Ramsay Surgical Centre Cairns
- Ramsay Clinic Cairns
- Sunshine Coast University Private Hospital
- The Southport Private Hospital
- Greenslopes Private Hospital

1.4 Replacement of Prior Agreements

This Agreement replaces the following agreements:

- (a) Greenslopes Private Hospital Nurses, Midwives and the Queensland Nurses’ Union of Employees Enterprise Agreement 2016-2019 (AG2017/1292); and

- (b) Ramsay Health Care Australia Pty. Ltd., Nurses, Midwives and the Queensland Nurses' Union of Employees Enterprise Agreement 2016 - 2019 (AG2017/1287).

1.5 Agreement Posting

This Agreement and the NES shall be made easily accessible to employees.

1.6 Relationship with National Employment Standards

The NES and this Agreement contain the minimum conditions of employment for employees covered by this Agreement. Where the NES is more beneficial to the employee than a term of this Agreement, the NES will apply to the extent of any inconsistency.

1.7 Variation of Agreement

This Agreement may be varied during its term in accordance with the Act.

1.8 Negotiation of Future Agreements

The parties agree to commence negotiations for a replacement Enterprise Agreement at least six months prior to the expiration of this Agreement.

1.9 Definitions

- (a) The "Act" means the Fair Work Act 2009.
- (b) "Union" or "QNMU" means the Queensland Nurses and Midwives' Union of Employees (QNMU) and/or the Australian Nursing and Midwifery Federation (ANMF).
- (c) "Accrued Day Off or ADO" means the day or part of day taken off where an average of 38 hours are worked per week;
- (d) "NES" means National Employment Standards as contained within the Act.
- (e) "Base Rate of Pay" means the hourly rate payable to a permanent employee for his or her ordinary hours of work, but not including any of the following:
- (i) Loadings;
 - (ii) monetary allowances;
 - (iii) overtime or penalty rates; or
 - (iv) any other separately identifiable amounts.
- (f) "*Regular Casual Employee*" shall, for the purposes of parental leave, have the meaning prescribed by section 67 of the Act.
- (g) "AHPRA" means Australian Health Practitioner Regulation Agency
- (h) "NMBA" means the Nursing and Midwifery Board of Australia
- (i) "DoCS" means Director of Clinical Services
- (j) "NUM" means Nurse Unit Manager
- (k) "Stillbirth" Is the birth of a baby who has died 20 weeks or more into the pregnancy. If the length of pregnancy is not known, the birth will be considered a stillbirth if the baby weighs 400 grams or more.

1.10 No Reduction

No employee shall suffer a reduction in wages or conditions of employment as a result of the introduction of this agreement.

2. PART 2 – ENTERPRISE CONSULTATIVE MECHANISMS, GRIEVANCE AND DISPUTE RESOLUTION

2.1 Consultation

2.1.1 General

The parties acknowledge the positive role open and consultative processes play in the successful implementation of this Agreement.

The parties to this Agreement are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the facilities covered by this Agreement and to enhance the career opportunities and job security of employees in such facilities.

2.1.2 **Consultation**

(a) This term applies if the employer:

- (i) 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
- (ii) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

(b) For a major change referred to in paragraph (a):

- (i) the employer must notify the relevant employees and the QNMU of the decision to introduce the major change; and
- (ii) subclauses (c) to (i) apply.

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

(d) If:

- (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (ii) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

(e) As soon as practicable after making its decision, the employer must:

- (i) discuss with the relevant employees:
 - A. the introduction of the change; and
 - B. the effect the change is likely to have on the employees; and
 - C. measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (ii) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - A. all relevant information about the change including the nature of the change proposed; and
 - B. information about the expected effects of the change on the employees; and
 - C. any other matters likely to affect the employees.

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

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

(h) 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 (b)(i) and subclauses (c) and (e) are taken not to apply.

- (i) In this term, a major change is **likely to have a significant effect on employees** if it results in:
 - (i) the termination of the employment of employees; or
 - (ii) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain employees; or
 - (vi) the need to relocate employees to another workplace; or
 - (vii) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (j) For a change referred to in paragraph (a)(ii):
 - (i) the employer must notify the relevant employees of the proposed change; and
 - (ii) subclauses (k) to (o) apply.
- (k) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (l) If:
 - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the employer of the identity of the representative;
the employer must recognise the representative.
- (m) As soon as practicable after proposing to introduce the change, the employer must:
 - (i) discuss with the relevant employees the introduction of the change; and
 - (ii) for the purposes of the discussion—provide to the relevant employees:
 - A. all relevant information about the change, including the nature of the change; and
 - B. information about what the employer reasonably believes will be the effects of the change on the employees; and
 - C. information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (iii) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (n) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (o) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (p) In this term:

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

2.1.3 State-Wide Consultative Committee (SCC)

The SCC will comprise Ramsay Health Care and the Union representatives who are party to this Agreement. The SCC is the principal forum for consultation between the parties to this Agreement on all matters relevant to the implementation of this Agreement.

The SCC Membership will include representatives of the Employer and the Union in equal numbers wherever possible.

The role of the SCC will be to:

- Ensure efficient and effective two-way communication between the parties on an ongoing basis.
- Monitor the implementation of this Agreement.
- Resolve workplace issues concerning the interpretation or intent of this Agreement.
- Maintain and enhance a constructive relationship between the Employer and the Union.
- Monitor the effectiveness of the HCTs and their outcome.
- Meet at least twice a year, or more regularly if required.
- Review the consultative arrangements (including resourcing) proposed by Hospital Consultative Teams as approved or otherwise by the relevant Chief Executive Officer.

2.1.4 **Hospital Consultative Team (HCT)/Local Consultative Committee (LCC)** for all sites other than Greenslopes.

A Hospital Consultative Team will be established in each hospital or hospital cluster, to implement and monitor the terms of this Agreement. The HCT/LCC will consist of the QNMU, employees and management of the hospital. There are to be equal numbers of Employees and Managers at the meetings.

(a) Purpose

The purpose of the HCT/LCC is to provide a conduit for the exchange of information and ideas between management and staff. It is intended that a standing agenda for the HCT/LCC meetings, to be held at least quarterly (a minimum of four per calendar year), will include but not necessarily be limited to:

- (i) Ensure staff are educated and informed in relation to this Agreement;
 - (ii) Ensure fair, consultative and participative practices are implemented throughout the negotiations and during the implementation of the Agreement;
 - (iii) Oversee the implementation and evaluation of this Agreement;
 - (iv) Sharing of new and innovative ideas;
 - (v) Updates on Ramsay Health Care performances;
 - (vi) Feedback to management on employee issues/grievances or industrial relations matters.
- (b) The HCT/LCC will not replace or replicate tasks or functions required of other Teams or Committees existing within the Hospital.
- (c) Issues raised at the HCT/LCC, which should rightly be dealt with by already existing Committees or positions, shall be referred to that Committee or position, by the Chairperson.
- (d) The HCT/LCC will operate in accordance with its written terms of reference, which may only be amended from time to time by consensus.
- (e) Meetings will be conducted during normal business hours and representatives will be paid ordinary time for the time spent at the meeting.

2.1.5 Hospital Consultative Team (HCT)/Local Consultative Committee (LCC) – Greenslopes
See Schedule D.

2.2 Monthly Ward/Unit Meetings

As a general guideline, Ward/Unit meetings are to be held on a monthly basis with agendas issued one week in advance and minutes easily accessible to all members of the team (email preferred).

2.3 Grievance and Dispute Settlement Procedure

- (a) The matters to be dealt with in this procedure shall include all grievances or disputes between the parties in respect to any industrial matter that pertains to the operation or interpretation of this Agreement, the employment relationship, the NES and all other

matters that the parties agree on and are specified herein. Such procedures shall apply to a single employee or to any number of employees.

- (b) It is the intention of this procedure to resolve grievances as promptly and as near as possible to the local level.
- (c) Where matters cannot be resolved, the process to be followed is as follows:
 - (i) The employee shall attempt to resolve the dispute or grievance with their appropriate, immediate supervisor. If this is inappropriate, the next level of management is to be consulted.
 - (ii) If the dispute or grievance is still unresolved, the matter shall be referred to higher management.
 - (iii) Every employee will be advised of their right to representation, including union representation, at any stage throughout this process.
 - (iv) It is agreed that steps (i) and (ii) shall take place within 14 days.
 - (v) Until the dispute or grievance is determined, work shall continue normally in accordance with the custom and practice existing before the dispute or grievance arose while discussions take place. No party shall be prejudiced as to the final settlement by continuance of work. Health and Safety matters are exempt from this point.
 - (vi) If the matter is not resolved at Point (iv), it may be referred by either party to a senior official of the relevant union or other representative and the appropriate Ramsay Health Care representative and/or State Consultative Committee.
 - (vii) If the matter is not resolved, then it may be referred by either party to Fair Work Commission for conciliation and if necessary, arbitration.

3. PART 3 – GENERAL TERMS AND CONDITIONS

3.1 Contract of Employment

Permanent employment is generally the preferred method of engagement.

- (a) An employee may be engaged as a full-time, part-time or casual employee.
- (b) The basis of the contract of employment shall be confirmed with each employee in writing at the time of engagement.
- (c) In the instance of part-time employees such confirmation shall include the minimum number of ordinary hours of work contracted as usually required.
- (d) It is acknowledged by both parties that permanent contracts of employment provide greater security and certainty of employment over casual engagements.

3.2 Full-time Employment

A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week i.e. 76 hours per fortnight or 152 hours over 28 days.

3.3 Part Time Employment

A part-time employee is an employee who:

- (a)
 - (i) is employed for less than 76 hours per fortnight; and
 - (ii) is guaranteed a minimum number of working hours per fortnight in writing on appointment,
 - (iii) is rostered for a minimum of 3 hours on any shift or day,
 - (iv) receives proportionate pay and employment conditions to those of full-time employees.
- (b) The ordinary daily working hours of part-time employees shall be worked continuously excluding meal breaks (i.e. no “split shifts”) unless agreed otherwise between the employer and employee.
- (c) A part-time employee’s roster may be altered in accordance with clauses 5.4 and 5.5 (Rosters).
- (d) All authorised time worked in excess of:
 - (i) 8 ordinary hours of work on any day (or up to 10 ordinary hours if rostered, or 12 ordinary hours if agreed as per Schedule E on any one day); or
 - (ii) 76 hours in a fortnight,shall be deemed to be overtime and shall be paid as prescribed in clause 5.12 (Overtime).
- (e) Part-Time staff who wish to have their minimum guaranteed hours increased may formalise their request in writing at any time to their DoCS. The DoCS will consider both the staff member’s needs and the needs of the business and shall respond to the staff member in writing, within fourteen days.
- (f) Part-time employees shall be paid at the base rate of pay prescribed for the appropriate classification. Such employees shall be further entitled to any allowances applicable to full-time employees and X-Ray where the payment will be based *pro rata* on the number of hours worked in relation to 38 per in any week.
- (g) A part-time employee will accrue annual leave and personal leave, according to the ordinary hours worked each week which will include additional hours above the minimum guaranteed hours as specified in (a)(ii) above, up to 76 hours per fortnight. These additional hours will also count towards the employee’s next pay increment if the employee is not yet at the top pay level for their classification.

3.4 Casual Employment

- (a) A casual employee is an employee who meets the definition at section 15A of the Act.

- (b) Casual employees shall be paid at the base rate of pay for the classification concerned. Casual employees will also be paid a casual loading of 23% of the base rate of pay. Casual employees will be provided with a minimum payment as for 2 hours' work in respect of each engagement.
- (c) A casual employee's hours of work may be increased or decreased on each engagement:
- (d) Casual employees shall be further entitled to *pro rata* payment of any allowance applicable under this Agreement, based upon the number of hours worked in relation to a 38 per week. Provided that the on-call allowance in clause 4.9.1 shall be payable in full.
- (e) Casual employees required to work ordinary hours on public holidays shall be paid 250% of the base rate of pay, with no casual loading. Overtime worked on public holidays will be paid at 250% of the base rate of pay, with casual loading being a total of 273%.
- (f) Where penalties apply, the penalties and the casual loading are to be calculated on the base rate of pay.
- (g) Cancellation of Shift
When a casual employee is rostered to work a shift and that shift is subsequently cancelled, the employer will provide at least 2 hours' notice of the cancellation or the employee will be paid two hours of pay in lieu of notice.

3.5 Casual Conversion

Conversion of casual employment to permanent employment will be in accordance with the Act.

3.6 Flexibility Agreement

- (a) In accordance with s.202 of the Act, The 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:
 - (i) the agreement deals with 1 or more of the following matters:
 - A. arrangements about when work is performed;
 - B. overtime rates;
 - C. penalty rates;
 - D. allowances;
 - E. leave loading; and
 - (ii) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (i); and
 - (iii) the arrangement is genuinely agreed to by the employer and employee.
- (b) The employer must ensure that the terms of the individual flexibility arrangement:
 - (i) are about permitted matters under the *Fair Work Act 2009*; and
 - (ii) are not unlawful terms under 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.
- (c) 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
- (v) states the day on which the arrangement commences.
- (d) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) 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.

3.7 Incidental or Peripheral Tasks

Employees are to be available to perform a wider range of duties, including work which is incidental or peripheral to their main task, provided that such duties are not designed to promote de-skilling and provided an employee has the skills or competence to perform such tasks.

3.8 Employment Security

- (a) The Employer highly values its staff as a critical element in the provision of quality service and is committed, wherever possible, to retaining the services of and offering ongoing opportunities to, current staff members. The Employer seeks to avoid job losses through measures including redeployment and voluntary flexible working arrangements.
- (b) Where job losses are unavoidable, the Employer will explore all measures available to it to minimise involuntary redundancies. In addition to the above measures, these may include:
 - (i) voluntary early retirement,
 - (ii) voluntary redundancy,
 - (iii) re-skilling
 - (iv) redeployment opportunities; and
 - (v) natural attrition.

Involuntary redundancies will only be used as a last resort.

3.9 Termination of Employment

- (a) Statement of employment

The Employer shall, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.
- (b) Termination by employer
 - (i) The employer may dismiss an employee only if the employee has been given the following notice:

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (ii) In addition to the notice in (b) above, employees who are 45 years old or over and who have completed at least 2 years' continuous service with the Employer shall be entitled to an additional week's notice.

- (c) Payment in lieu of notice shall be made if the appropriate notice is not given:
Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.
- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee or an employee engaged for a specific period or tasks.
- (f) Where an employee ceases duty and has accrued credits which have not been utilised under the ADO system, such credits shall be paid to the employee on termination. Where the ADO has been taken in anticipation of credits, any shortfall at the date of termination shall be recovered from the employee. The shortfall may be recovered from any final monies payable to the employee on termination in accordance with section 324 of the Act.
- (g) In the absence of mutual agreement between the Employer and the employee annual leave shall not be deemed to be or nominated as notice for the purpose of termination of employment.

3.10 Notice of Termination by Employee

- (a) An employee (other than a casual) shall give two weeks' notice to the Employer of the termination of service.
- (b) If an employee fails to give the minimum notice, the employer may withhold an amount of up to one week's remuneration calculated on the amount the employee would have been paid for the termination pay in accordance with section 324 of the Act.

3.11 Notice of Termination – Casual Employee

Subject to the requirement to make the minimum payment of 2 hours provided for in clause 3.4, the employment of a casual employee may be terminated by giving or receiving of one hour's notice or payment thereof.

3.12 Time Off During Notice Period

During the period of notice of termination given by the Employer, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the employer.

3.13 Redundancy

3.13.1 Consultation before terminations

- (a) Where the Employer decides that they no longer wish the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the Employer shall consult the employee directly affected and where relevant, the Union.
- (b) The consultation shall take place as soon as it is practicable after the Employer has made a decision, which will invoke the provisions of clause (a) above and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the Employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, the Union, all relevant

information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that the Employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the Employer's interests.

3.13.2 Transfer to Lower Paid Duties

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 3.13 (Redundancy) above, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 3.9 (Termination of Employment).
- (b) The Employer may, at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.

3.13.3 Time Off During Notice Period

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 3.13.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

3.13.4 Notice to Centrelink

Where a decision has been made to terminate 15 or more employees in the circumstances outlined in clause 3.13.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

3.13.5 Redundancy Pay

- (a) In addition to the period of notice of termination prescribed in clause 3.9, an employee whose employment is terminated for reasons set out in clause 3.13.1(a), shall be entitled to the following amounts of redundancy pay:
- (b)

Years of Service**	Redundancy Pay (week's Pay)
Less than 1 year	0
1 year but less than 2	6
2 years but less than 3	8
3 years but less than 4	9
4 years but less than 5	10
5 years but less than 6	10
6 years but less than 7	11
7 years but less than 8	13
8 years but less than 9	14
9 + years	16

**Periods where the employee was employed and paid as a casual employee do not count towards years of service.

- (c) 'Weeks' Pay' means the base rate of pay for the employee concerned, multiplied by the employee's contracted or average weekly hours whichever is the greater.

3.13.6 **Employee Leaving During Notice**

An employee whose employment is terminated due to their position becoming redundant, may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the Employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

3.13.7 **Alternative Employment**

- 3.13.8 The employer, in a particular case, may make application to FWC to have the redundancy pay entitlements amended if the Employer obtains other acceptable employment for an employee.

3.13.9 **Employees Exempted**

Clause 3.13 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
(b) to employees engaged for a specific period of time or for a specific task or task(s); or
(c) to casual employees.

3.14 **Professional Development Support (PDS)**

Ramsay Health Care supports and encourages the acquisition of knowledge and skills through internal and external professional development activities and acknowledges the shared responsibility for such development. Management recommends that employees take an active role in their professional development and take advantage of the internal educational opportunities on offer. Support to engage in external professional development activities is available – please submit your application as per the guidelines below.

A variety of on line training programs are available free of charge to Ramsay employees via the Ramsay Training Institute which can be accessed via the RTI site at www.ramsayhealth.com.au.

Ramsay also provides access to a comprehensive library for employees which has links to material from all over the world. Access to the Library is via the Ramsay homepage.

Procedure for Requesting PDS

When requesting support for paid time and/or payment for costs and expenses associated with undertaking professional development, the following guidelines are to be followed:

- (a) The employee requesting the support is to complete the Application for Professional Development Support Form (or equivalent) and give it to their Manager.
- (b) The Manager will assess the application and shall complete their relevant section and forward the application to the DoCS or delegated representative/committee for processing within 7 days of receiving the application.
- (c) Review of the request by the DoCS or delegated representative/committee may take into consideration some or all of the following:
- (i) The professional development needs of the employee.
- (ii) The needs of the business.
- (iii) The history of support already provided to the employee.
- (iv) The relevance or application of the request to the current position held by the employee or probable future position/s.
- (v) The number of employees already approved to attend the same professional development event.

- (vi) Department and/or hospital budget provisions.
 - (vii) Staffing needs at the time.
 - (viii) Requirements to meet legislative and industry standards (e.g.: CSCF expectations).
- (d) Reasons for approval or otherwise shall be sent back to the Manager or their delegate to relay to the employee and handle the administration of the application if approved.
- (e) Subject to the above, Ramsay Health Care will not unreasonably withhold approval for applications for PDS.

As it is common practice to review applications once a month at Education Committee meetings, as much notice as possible is recommended. Note: this timing may vary from site to site. Urgent requests may be considered directly by the DoCS.

Retrospective Approval:

Where employees have attended external professional development activities and were unable to get approval or their application completed, prior to attending, retrospective consideration is available. Requests for support should still be submitted as per the steps above.

Professional Development Support –Casual employees

Casual employees are encouraged to take advantage of the internal training opportunities offered at your site. PDS for external programs/activities will be only considered for casual employees who have a regular pattern of work and more than 2 years of service with the Employer.

Please see the Hospital policy on Professional Development Support for more information.

3.15 Compulsory Professional Development

Where an employee is required to attend professional development workshops/programs at the direction of the Employer i.e. attendance is not voluntary, the Employer shall be responsible for the cost of the program and shall pay the employee's time to attend such workshop/program.

3.16 Staff Development

The Employer may provide at least 24 hours per year paid in-service training and/or education and each employee will be required to undertake in their own time a reciprocal period of on-going education or research associated with the acquisition of knowledge and skills relevant to their professional commitment to nursing.

3.17 Employees Not Required For Duty In Usual Area

- (a) Should a full-time or part-time employee not be required for duty due to insufficient workloads, the Employer will explain to the employee the reason that they are not required for work in their usual area as early as practical.
- (b) Allocation to another work area will be made having consideration to the staff member's skill level in that area. Patient load and supervision of the staff member will also reflect the staff member's competency in the new area.
- (c) Employees regularly deployed from their normal area of work will be provided with the opportunity to attend in-service or re-skill in the area of deployment in paid time.

3.18 Employee Assistance Program

As part of Ramsay Health Care's commitment to achieving and maintaining a safe, healthy and productive workplace, an Employee Assistance Program (EAP) is available for employees and their immediate family to access free of charge for the first three sessions in any calendar year.

The EAP provides access to confidential short-term counselling support for any personal or work related issues. For full information either check local notice boards, visit the Ramsay Health Care intranet site, Human Resources, Employee Benefits or contact Group Human Resources.

3.19 Group Debriefing Sessions

In addition to the Employee Assistance Program, the NUM has the ability to initiate a group debriefing session following a significant event that warrants such a reaction. The NUM will be

responsible for deciding when a group debriefing session is appropriate and shall organise the session. Attendance at a group debriefing session will not be compulsory.

An employee who feels that a group debriefing session would be of benefit is encouraged to discuss this with their manager.

3.20 Portability of Service

Ramsay Health Care employees are able to transfer their service entitlements between Ramsay sites.

It is preferable that, prior to transferring, the employee obtains confirmation in writing that their application to the new hospital or facility has resulted in an appointment to a position.

The employee must satisfy the formal periods of notice as outlined by their current employing hospital unless otherwise agreed with their manager.

To satisfy continuity of service, the employee must:

- Complete the period of notice at the current hospital
- Start employment with the new receiving hospital within 3 months of the date of leaving the previous hospital.

Portability of entitlements will enable employees to transfer the following accruals:

- Personal/Carer's leave (permanent employees only)
- Annual leave (permanent employees only)
- Long service leave, and
- Recognition of years of service for relevant annual increments.

4. PART 4 – CLASSIFICATIONS, WAGES, ALLOWANCES, SUPERANNUATION AND WAGE RELATED MATTERS

4.1 Wages

The base rates of pay payable to employees shall be as prescribed in Schedule B. All increases shown shall be applicable from the first pay period commencing on or after the date shown.

Notwithstanding the nominal expiry date of this Agreement, it is expressly agreed that the increase to wages and allowances applying from the first full pay period commencing on or after 1 October 2024 will operate for a minimum of 12 months.

4.2 Payment Of Wages

- (a) All employees shall be paid by electronic funds transfer. Any alternative arrangement of paying wages shall be at the discretion of the Employer.
- (b) If a public holiday falls on the normal payroll processing day, payment of pay may be delayed by up to one day.

4.3 Classifications

The following definitions of classifications shall apply for the purposes of ascertaining duties and appropriate rates of pay of employees. Please refer to Schedule A 'Classifications' for more details.

- (a) "Registered Nurse" and/or "Registered Midwife" means an employee:
 - (i) Who appears on the Register of Practitioners of AHPRA as a Registered Nurse (Division 1) and/or Registered Midwife; and
 - (ii) who is subject to the standards, codes and guidelines of the Nursing and Midwifery Board of Australia (NMBA) and who holds a current registration.
 - (iii) Registered Nurse/Registered Midwife Level 1" means a Registered Nurse appointed as such other than Registered Nurses Levels 2 to 4.
- (b) "Endorsed Enrolled Nurse" means an employee:
 - (i) Who is registered with AHPRA as an Enrolled Nurse (Division Two); and
 - (ii) Who is subject to the standards, codes and guidelines of the NMBA and who holds a current registration.
- (c) "Enrolled Nurse" means an employee:
 - (i) Who is registered with AHPRA as an Enrolled Nurse (Division Two); and
 - (ii) Who is subject to the standards, codes and guidelines of the NMBA and who holds a current registration
 - (iii) Who has a notation on their registration which advises that they have not completed medication administration education.
- (d) "Assistant in Nursing" means an employee who is solely required to assist in the performance of nursing duties under the supervision of a Registered Nurse or an Enrolled Nurse.
- (e) "Level 2" or "Clinical Nurse" means a Registered Nurse Level 2 appointed as such, who identifies, selects, implements and evaluates nursing interventions that have less predictable outcomes for a specific client population, and functions in more complex situations, providing support and direction to Registered Nurses and/or other personnel.
- (f) "Registered Nurse Level 3" means a Registered Nurse appointed as such who has responsibilities as allocated by the employer for a stream or combination of streams of nursing practice consistent with the nursing career structure, and whose responsibilities are greater than those of a Registered Nurse Level 2. Examples of such streams include management, research, education and clinical.

- (g) “After Hours Manager (200+ beds)” means a Registered Nurse appointed as such who is the delegated senior Nurse in charge of the Hospital for a particular shift, where the hospital has 200 or more beds which are either occupied or available to be occupied.
- (h) “Nurse Unit Manager” means a Registered Nurse appointed as such who has management responsibilities for; a minimum of an 18-bed inpatient ward or, an independent min. 15-bed day unit or, a minimum of 4 critical care beds (excluding nursery cots) or, Operating Theatres, or An Emergency Department available to the public 24/7. In addition, the NUM will be responsible for:
 - (i) A minimum of 15 staff (headcount – not FTE).
 - (ii) Management of complete patient care for day or inpatients – minimum average of 12 patients per day.
 - (iii) Establishing, demonstrating and reinforcing:
 - A. Ramsay Health Care values/vision.
 - B. Customer service standards including patient satisfaction and resolving patient complaints.
 - C. Quality standards (in consultation with Quality Coordinator).
 - (iv) Recruiting staff.
 - (v) Ensuring that staff have appropriate skills and competencies.
 - (vi) Managing staff performance and morale.
 - (vii) Managing OHS risk.
 - (viii) Managing agency utilization.
 - (ix) Managing labour resources and skill mix to achieve hospital and Ramsay Health Care targets.
 - (x) Managing clinical risk in consultation with facility and corporate senior management and VMOs.
 - (xi) Building and maintaining effective working relationships with VMOs through regular contact and assistance with DoCS.
 - (xii) Ensuring that the physical environment and equipment are maintained to acceptable standards.
 - (xiii) Managing unit performance to achieve budget and KPI targets.
- (i) “Assistant Director of Clinical Services/Nursing” means a Registered Nurse Level 4, appointed as such, who assists in hospital administration and who may relieve a Director of Clinical Services/Nursing and who is responsible for a stream or combination of streams of nursing practice as required by the employer and consistent with the nursing career structure. Examples of such streams include management, research, clinical, education.

4.4 Grading of Level 4 Registered Nurse

The grading of a Registered Nurse Level 4 which is not subject to annual service increments, shall be determined as follows:

- (a) Registered Nurse Level 4, who under the direction of a DoCS, is responsible for the operational management of 50 to 150 beds (or equivalent), shall be graded as a Registered Nurse Level 4 Grade 1 and paid as such.
- (b) A Registered Nurse Level 4, who under the direction of DoCS, is responsible for the operational management of 150 to 200 beds (or equivalent), shall be graded as a Registered Nurse Level 4 Grade 2 and paid as such.
- (c) A Registered Nurse Level 4 who under the direction of a DoCS, is responsible for the operational management of 200+ beds (or equivalent), shall be graded as a Registered Nurse Level 4 Grade 3 and paid as such.

4.5 Accelerated Advancement – Registered Nurse/Registered Midwife

A Registered Nurse/Midwife Level 1 shall be entitled to advance once only one grade on that person's first employment following registration with NMBA or at any time during that person's employment as a Registered Nurse/Midwife Level 1, upon one only of the following:

- (a) attainment of an undergraduate degree that leads to registration as a nurse/midwife; or
- (b) registration in another branch of nursing or on another nursing register maintained by NMBA where the employee is working in a position in a particular practice setting which requires the additional registration; or
- (c) successful completion of a post-registration course of at least 12 months' duration where the employee is required to perform the duties of a position to which the course is directly relevant.

Such advancement in grade shall be operative from the next pay day after official proof of successful completion of the course or registration matters has been produced by the employee.

- (d) A Registered Nurse/Midwife Level 1 whose current rate of pay includes the advancement provided for in clause (c) above shall not be entitled to further advancement under clause 4.5.
- (e) A Registered Nurse/Midwife Level 1 shall not retain an entitlement to advancement in grade pursuant to clause (c) if that nurse is no longer working in a position for which such additional registration is a requirement.
- (f) A Registered Nurse/Midwife Level 1 shall not retain an entitlement to advancement in grade pursuant to clause (c) if that nurse is no longer working in a position for which such post-registration course is directly relevant.

4.6 Accelerated Advancement – Enrolled Nurse

- (a) An employee shall be entitled to accelerated advancement by one paypoint:
 - (i) for possession of a post registration qualification accredited by the NMBA or
 - (ii) on completion of a post registration course of at least 6 months' duration where such an employee is required to perform duties of a position to which such training is directly relevant:

Provided that an employee who has already been advanced one paypoint under this clause shall not be entitled to further advancement under this clause.

- (b) An employee who has advanced in accordance with clause a) shall not be entitled to further accelerated advancement pursuant to this clause.
- (c) An Enrolled Nurse shall not retain an entitlement to advancement in grade pursuant to clause a) if that nurse is no longer working in a position for which such qualification is directly relevant.
- (d) Clause 4.6 shall not apply to an Enrolled Nurse's medication authority.

4.7 Experience to Count

- (a) For the purpose of determining the rate of wages payable by reference to the grade/paypoint of any employee, an employee shall be given credit for all previous continuous nursing service provided:
 - (i) That previous nursing service shall include time spent in obtaining additional nursing certificates other than the General Nursing Certificate:
 - (ii) Up to 30 September 2021, a part-time or casual employee shall be required to complete the equivalent of a full working year (1976 hours) from the time of their first appointment, enrolment or registration or of their last increment before being eligible for the next increment provided that a person who has completed 1976 hours of duty, or has received payment for 1976 hours, including annual, sick, bereavement and other paid leave, shall be deemed to have completed a full year; such next pay increment shall be operative from the next pay after the increment is earned.

- (iii) With effect from 1 October 2021, 1800 hours will be required to be worked from the time of the part-time or casual employee's first appointment, enrolment or registration or since their last incremental increase before being eligible for the next incremental increase provided that twelve months or more have passed since commencing on the current increment pay level. Time taken as paid leave is included in these 1800 hours.

Note: The following example is designed to clarify how the initial transition to 1800 hours is to operate. For example, if an employee has completed 1795 hours at the introduction of this clause on one pay level, they will be required to complete another 5 hours before being eligible to move up to the next pay increment.

- (b) When an employee works for another employer at the same time as working for RHC, hours worked with the other employer whilst engaged in nursing duties at the same classification or higher e.g. EN or RN may be submitted to the pay office for a credit towards the employee's total hours worked up to the maximum of 1800 hours in a 12 month period as per dii) below.
- (c) In calculating continuous nursing service for the purpose of this clause, any period of service (other than time spent as a nursing employee on full-pay in obtaining additional nursing certificates) prior to an absence of over 3 years from nursing duties covered by a relevant nursing agreement shall not be taken into account:

Provided further that it is the employee's responsibility to provide proof of previous or concurrent experience.

- (d) Any employee unable to provide proof of previous experience within 4 weeks of engagement, will be paid at the appropriate rate of pay for the first year of service or the year to which proof of experience is provided for the class of employee so appointed. Wages shall continue at this rate of pay until proof of previous experience is provided to the employer or until such time as service has been accumulated to warrant payment at a higher rate. Where proof of previous experience is not provided within 4 weeks of engagement, wages will continue to be paid at that rate of pay until such time as further proof of previous experience is provided to the employer and only then will the higher rate become payable from the date supplied.

Subject to proof of previous experience being provided within 4 weeks, the employer will adjust previous payments back to the date of commencement.

Upon receipt of proof of previous experience, the employer will provide written confirmation to the employee that such proof has been received.

The employee may seek co-operation of the Union to assist in obtaining or establishing such proof of previous experience still outstanding.

- (e) On termination of employment each employee shall be given a certificate setting out the duration of employment at that facility, capacity of employment, details of any advancement (or reversal of advancement) in grade/pay point pursuant to clause 4.5 and 4.6 (Accelerated Advancement), and in the instance of part-time and casual employees, the total hours worked.

4.8 Classification of RN Level 1 And Enrolled Nurse – Absent From Work For More Than Three Years

- (a) In order to attract appropriately trained and experienced nursing employees, all previous service of any Registered Nurse Level 1 or Enrolled Nurse who has been absent from the workforce for more than three years but less than eight years shall be recognised subject to the following:
 - (i) Requirements imposed by NMBA and relevant legislation; and
 - (ii) A competency-based assessment by the Hospital no later than six months after the employee commences work with the Employer.
- (b) Upon satisfactory completion of assessment, the employee will be advanced in grade payment, to the grade appropriate to the employee's prior experience.

- (c) Where the staff member does not satisfactorily complete the assessment, the staff member will be placed on the payment level considered appropriate by their Manager and DoCS, for their current level of performance. This level will not be lower than Level 1.2 for the Registered Nurse or pay year 2 for the Enrolled Nurse the services of the Education Co-ordinator will be obtained to assist with the education of the employee.
- (d) A further assessment will take place within a further six months at this level and the same procedure as outlined above will be followed i.e. If fully competent to reflect all prior experience, then the staff member shall be paid accordingly, if not, then a further review will take place within the next 6 months.
- (e) In the event that the Employer fails to perform an assessment of the employee's performance, all prior service will automatically be recognised on the completion of seven months employment and the employee will automatically progress to a Level 1 pay point relevant to the employee's prior experience.

4.9 Allowances

4.9.1 On-Call Allowance

- (a) On-Call - All Nurses other than Nurse Unit Managers and Registered Nurses Levels 4
On call rates for employees who are rostered to be on-call at their private residence, or at any other mutually agreed place, shall be paid for all periods of on call as follows:

On-Call Allowance	Amount							
	<i>(NOTE: wage increases take effect from the first pay period commencing on or after the respective operative date)</i>							
	1/10/2022		26/06/2023		1/10/2023		1/10/2024	
	Mon - Fri	Sat, Sun, PH, ADO, RDO	Mon - Fri	Sat, Sun, PH, ADO, RDO	Mon - Fri	Sat, Sun, PH, ADO, RDO	Mon - Fri	Sat, Sun, PH, ADO, RDO
	per period	per period	per period	per period	per period	per period	per period	per period
A. 24/7 Unit * 24 hours or * for the total period between the completion of one shift and the commencement of the next	\$35.92	\$58.65	\$36.82	\$60.12	\$38.10	\$62.22	\$39.44	\$64.40
B. Non 24/7 Unit e.g. Theatre *24 hour period; or * total period between the completion of one shift and the commencement of the next; or * 12 hours or more	\$35.92	\$58.65	\$36.82	\$60.12	\$38.10	\$62.22	\$39.44	\$64.40
If A or B do not apply	\$24.24	\$43.29	\$24.85	\$44.37	\$25.72	\$45.93	\$26.62	\$47.07

- (b) Payment shall be calculated by reference to the calendar day on which the major portion of the on-call period falls.
- (c) If an employee rostered to be on-call is required to work by the Manager or designated person in charge, such work shall be remunerated at the appropriate overtime rate, in addition to the allowance prescribed in provision (a) of this subclause. A minimum payment of three hours at the appropriate overtime rate shall be paid, provided that

except in the case of unforeseen circumstances arising, the employee shall not be required to work for three hours if the work for which the employee was required and any associated duty is completed within a shorter period. Entitlement to such remuneration shall commence from the time the employee starts work.

(d) An employee who is on-call and is called in to work but is cancelled before they actually start work, will be paid as per (c). This call-in (without starting work), will count towards the calculation for the extra week of leave in accordance with clause 4.9.2. This period will not be counted when calculating whether the required break between rostered periods of work or after overtime has occurred when determining whether the next rostered shift is to be paid at double time. It is agreed that the introduction of this clause will be reviewed in 12-months' time from its introduction to ensure there have not been any unintended consequences as a result of its introduction.

(e) Where an employee has completed one period of work whilst being on-call, goes home and is then called in again during the same 24 hour period of on-call, then the second and subsequent periods of work will be added to the first period of on-call when calculating overtime payments.

For example, if the employee works two hours during the first period, they will be paid the minimum three hours at 150% of base rate of pay. If the same employee is called in to work again, they will be paid 200% of base rate of pay, i.e. double time with a minimum of 2.25 hours being paid at this rate.

(f) An employee who is required to work shall be provided with transport to and from their home or shall be refunded the cost of such transport.

Provided that where an employee is required to work within three hours of commencing normal duty and the employee remains at work, the employee shall be provided with transport from their home to the hospital, or shall be refunded the cost of such transport.

(g) An employee placed on-call is required to remain at their private residence or at any other mutually agreed place as will enable the employer to readily contact them during the hours for which they have been placed on-call. or shall be provided by the Employer with an electronic or other device by which the employee can be contacted.

4.9.2 On-Call – Extra Week of Leave

(a) No loading is payable on leave accrued in accordance with this clause.

(b) 20+ call ins

(i) For nursing staff employed prior to 1/4/2006, who are nominated to perform on-call work and who, as part of that arrangement, are called in to work on 20 or more occasions in any one year shall accrue an additional 38 hours of leave (Note: Part-time employees receive a full 38 hours of leave). This leave is paid at the base rate of pay and is exclusive of leave loading.

(ii) Employees who commenced after 1/4/2006 shall have their anniversary year as the twelve month period.

(iii) Employees who commenced at Cairns' facilities on or after the 26 February 2016, shall have their anniversary year as the twelve month period.

(c) Being on-call for 75+ times in a year (all employees)

(i) As permanent employees who work in areas that are not operational 24/7 are unable to obtain an extra week of leave due to not being defined as a shift worker for the purposes of the extra week of leave, the opportunity will exist for these employees to obtain an extra 38 hours of leave as a result of participating on the on-call roster.

(ii) Permanent employees (part-time or full-time) shall be credited with an additional 38 hours of leave (no loading) providing the following criteria have been met:

A. The employee has been placed on-call for 75 or more times in the same 12 month period currently used to calculate whether or not the employee has been actually called in 20 or more times.

B. The employee has not been called in 20 or more times in the 12-month period but has been on call 75 or more times.

- C. The employee does not work in a Unit which is operational 24/7 and is therefore not defined as a shift worker for the purposes of an additional week of annual leave.
- D. A period of on-call counts as one period if:
 - a. From Monday to Friday, it covers the full period between the end of rostered work on one day and the commencement of rostered work the next. For example, theatre ends at 9.30 pm and the employee is placed on call until theatre commences the next morning at 6.00 a.m. This will count as one period of on-call.
 - b. The period covers a full 24-hour period if falling on a weekend or public holiday.
 - c. Where periods of on-call are less than those described in (i) and (ii) above, they will be counted on a proportionate basis. For example, being on-call for 12 hours on a Saturday in theatre, will count as 0.5.
- E. Entitlements will be calculated at the end of the 12-month period only.
- F. Should an employee leave prior to the completion of their anniversary year and they have already met the above criteria, they will be paid for the 38 hours of extra leave on termination.

(d) Taking of Extra Leave

Extra leave as accrued under 4.9.2 shall be taken within 24 months of it being accrued or as mutually agreed between the Employer and the employee.

(e) Cashing out Extra Leave.

Employees who have accumulated extra leave under clause 4.9.2 may apply in writing to the pay office to have the leave paid out to them instead of taking the leave. This leave does not form part of the minimum four weeks of annual leave that must be retained when cashing out annual leave as per the NES.

4.9.3 Recall – All Nurses Other Than Nurse Unit Managers and Level 4 Registered Nurses

The following provisions shall apply to employees who are not rostered to be on-call, but who are recalled to work:

- (a) An employee who is recalled to work shall be paid at the appropriate overtime rate, with a minimum of 3 hours, provided that the time spent travelling to and from the place of duty shall be deemed to be time worked:

Provided that where an employee is recalled within 3 hours of rostered commencement time, and the employee remains at work, only time spent in travelling to work shall be included with actual time worked for the purpose of overtime payment.

- (b) Except in the case of unforeseen circumstances arising, an employee who is recalled to duty shall not be obliged to work for 3 hours if the work for which the employee was recalled, and any associated duty is completed within a shorter period.

- (c) If an employee is recalled to work the employee shall be provided with transport to and from their home or shall be refunded the cost of such transport:

Provided that where an employee is recalled to work within 3 hours of commencing normal duty and the employee remains at work, the employee shall be provided with transport from their home to the hospital or shall be refunded the cost of such transport.

4.9.4 Uniform Allowance

- (a) Where employees are required to wear a uniform as a condition of their employment, the Employer will either provide the uniform or an annual allowance to the value as shown below paid pro-rata on a fortnightly basis. Non full-time employees shall receive this allowance on a proportionate basis with a minimum payment p.a. equivalent to one top and one bottom as adjusted on the 1st January each year. The annual allowance will be adjusted over the life of the agreement as follows:

Uniform Allowance	Amount			
	<i>(NOTE: wage increases take effect from the first pay period commencing on or after the respective operative date)</i>			
	1/10/2022	26/06/2023	1/10/2023	1/10/2024
Annual Allowance	\$300.86	\$308.38	\$319.17	\$330.34

- (b) Any uniforms issued by the employer remain the property of the Employer and must be returned upon termination of employment.
- (c) For uniform allocations at GPH - see Schedule D.

4.9.5 X-Ray Allowance

- (a) All nursing staff required to wear lead aprons or similar apparel, shall be entitled to an allowance of 55 cents per hour for the time the apron or apparel is worn. A minimum weekly payment as shown in (b) below shall apply.
- (b)

X-Ray Allowance	Amount			
	<i>(NOTE: wage increases take effect from the first pay period commencing on or after the respective operative date)</i>			
	1/10/2022	26/06/2023	1/10/2023	1/10/2024
Min. weekly payment	\$12.43	\$12.74	\$13.19	\$13.65

- (c) If there is doubt about whether the staff member is required to wear a lead apron, this will be referred to the Unit Manager for clarification and reference to the Radiation Safety Act 1999.
- (d) For Cairns employees required to wear lead aprons - see Schedule C.

4.9.6 Qualification Allowance

- (a) An employee who is an Enrolled Nurse or Registered Nurse Level 1, 2 or 3, upon production of evidence of the attainment of a qualification recognised under this sub-clause, shall be entitled to an all-purpose weekly Qualification Allowance as detailed below. This allowance is payable if:
 - (i) the qualification is relevant to the area in which the employee is working or to the work performed by the employee; or the Employer requires the employee to hold a particular post graduate tertiary qualification from a recognised training institution (or equivalent); and
 - (ii) the qualification in question is one other than a qualification for which the employee is benefiting from "accelerated advancement" under clause 4.5 or 4.6.
 - (iii) The qualification must be university based or another credential of equivalent value specifically approved by Ramsay Health Care.

Qualification Allowance	Amount			
	<i>(NOTE: wage increases take effect from the first pay period commencing on or after the respective operative date)</i>			
	1/10/2022	26/06/2023	1/10/2023	1/10/2024
	per week	per week	per week	per week
Post Enrolment or Registration Certificate/Diploma Earned over at least 2 full-time academic semesters which may be completed on a part-time basis, and consists of 4 or more modules (or equivalent).	\$22.47	\$23.03	\$23.84	\$24.67
Masters/PhD Course consists of a minimum of 3 semesters (full-time) with a minimum of 24 units and meets the Australian Qualification Framework Level 9 criteria. A related Degree is required prior to enrolment.	\$44.93	\$46.05	\$47.66	\$49.33

*Pro-rata for part-time and casual employees.

- (b) An employee shall only be entitled to the payment of this allowance for one qualification, that being the highest qualification earned by the employee.
- (c) In the event of a lack of clarity, or disagreement over recognition of an employee's qualification for the purposes of this sub-clause, the matter shall be referred to the DoCS for resolution. If the matter remains unresolved the employee may have the matter dealt with in accordance with the Procedure for Preventing and Settling Disputes and Grievances, in this agreement.

4.9.7 In-Charge Allowance

An allowance per shift will be paid to each RN Level 1 who is directed to be or who is appointed as the nurse "in charge" or the shift leader on each shift when a NUM, Level 3 or Level 2 is not available in the immediate ward or unit on that shift. This allowance is payable in addition to all other allowances payable and will be increased throughout the life of this Agreement as per below.

In-Charge Allowance	Amount			
	<i>(NOTE: wage increases take effect from the first pay period commencing on or after the respective operative date)</i>			
	1/10/2022	26/06/2023	1/10/2023	1/10/2024
Per Shift	\$14.98	\$15.36	\$15.89	\$16.45

4.9.8 Higher Duties

- (a) One week or more – If any employee is called upon to perform special duties or to relieve another employee on a classification for which a higher rate of pay than they are receiving is fixed by this Agreement, provided the period of performing such duties or such relieving work is one week or more, they shall be paid such higher rate for the whole of such period.
- (b) Less than one week – Any employee required (for at least 5 hours on any shift but less than one week) to relieve another employee on a higher classification for which a higher rate of pay than they are receiving is fixed by the Agreement, shall be paid an allowance per shift as per below;

Provided that no employee being paid an allowance for this purpose at a higher rate shall be disadvantaged.

Higher Duties Allowance	Amount			
	<i>(NOTE: wage increases take effect from the first pay period commencing on or after the respective operative date)</i>			
	1/10/2022	26/06/2023	1/10/2023	1/10/2024
Per Shift	\$14.98	\$15.36	\$15.89	\$16.45

4.9.9 Travel Allowance

- (a) Where an employee is directed to use their own vehicle in the course of their duties, they shall be paid an allowance equivalent to the rate prescribed by the Australian Taxation Office
- (b) No employee will be expected to use their private vehicle for the purposes of transporting work related materials or personnel unless they are willing to do so. Where there is no agreement, the staff member will be issued with a company vehicle or taxi voucher.

4.10 Superannuation

- (a) Superannuation contribution
 - (i) The Employer shall contribute on behalf of each eligible employee, such superannuation contributions as required to comply with the *Superannuation Guarantee (Administration) Act 1992* as amended from time to time into an approved superannuation fund, subject to compliance with the *Act* and current

Taxation Legislation, as varied from time to time. The nominated fund must be able to accept electronic fund transfers

The above contribution shall be payable subject to legislation so requiring such payments provided that:

- A. Contributions on behalf of each eligible employee shall apply from the date of the employee's commencement of employment with the employer notwithstanding the date the membership application was forwarded to the Fund. Such contributions will be made at least monthly.
 - B. "Ordinary time earnings" shall be as per the Australian Tax Office definition which includes shift allowances and weekend penalty rates.
- (ii) The fund and the amount of contributions paid shall be included in pay advice notices provided by the employer to each employee.
- (b) Provision for workers to make superannuation contributions to their Fund:
- (i) An employee may make post tax contributions to the Fund in addition to those made by the employer under clause (a).
 - (ii) An employee who wishes to make additional contributions must authorise the employer in writing to pay into the Fund, from the employee's earnings, a specified amount in accordance with the Fund trust deed and rules.
 - (iii) When the employer receives written authorisation from the employee, they must commence making payments into the fund on behalf of the employee within 14 days of receipt of the authorisation.
 - (iv) An employee may vary the additional contributions by a written authorisation and the employer must alter the additional contributions within 14 days of the receipt of the authorisation.
 - (v) Additional employee contributions to the Fund shall be expressed in whole dollars.
- (c) Salary sacrifice (pre-tax contributions)
- (i) For the purpose of the employee enjoying a higher contribution to the employee's superannuation fund, an employer and an employee may agree at the written request of the employee that the employee will sacrifice part of their earnings due under this Agreement, provided that such sacrificed part of their earnings is paid by the employer to the credit of the employee in an agreed complying fund.
 - (ii) Definition - Remuneration packaging is the sacrifice or substitution of earnings whereby the total cost to Ramsay Health Care of any package configuration is no greater than if all entitlements had been taken as P.A.Y.G. equivalent salary. Under packaging, the total cost of a benefit (including taxes) is deducted from the package total of an employee, to arrive at the 'cash' salary component.
 - (iii) Employees shall be permitted to elect to salary package their earnings into an approved superannuation fund, subject to compliance with the *Act* and current Taxation Legislation, as varied from time to time. Where such an agreement is reached, the employee's earnings shall be reduced by an amount equivalent to the additional superannuation contribution.
- (d) This Agreement shall be subject to the following provisos;
- (i) The fund(s) comply with the provisions of *the Superannuation Industry (Supervision) Act 1993*, and is the current fund nominated by the employee.
 - (ii) The contribution shall be expressed as a dollar amount of earnings and shall be made on not less than a fortnightly basis.
 - (iii) Such salary packaging arrangements shall be available to all employees with the exception of casual employees and those employed on fixed term contracts for less than a year.
 - (iv) Any arrangements as set out in this clause shall be at the employee's written request.

- (v) The terms of the arrangement shall be committed to writing and signed by Ramsay Health Care and the employee.
 - (vi) A copy of the signed agreement shall be held by Ramsay Health Care and a copy provided to the employee.
 - (vii) Employees will be responsible for seeking their own independent financial advice regarding salary sacrifice superannuation.
 - (viii) Should legislative changes result in any increase in the cost of providing an option to salary sacrifice superannuation, these shall be borne by the employee or the employee can elect to terminate the arrangement.
 - (ix) The employee can elect to terminate the arrangement in writing at any time. Such written notice shall be provided to the Payroll Manager.
- (e) Recovery of outstanding amounts
- An employee whose entitlements are not paid by the employer is able to recover the amount of any Salary Sacrificing arrangement through the Wages Recovery provisions of the *Fair Work Act 2009*.
- (f) Superannuation Default Fund
- Where an employee fails to nominate an approved superannuation fund, the Employer will apply to the ATO to see if the employee has an existing fund (known as a stapled fund under superannuation laws). If the employee has an existing fund, the Employer contribution will be paid into this fund. If the employee does not have a stapled fund, the Health Employees Superannuation Trust Australia (HESTA) shall be the default fund into which the Employer shall forward any applicable employer contributions as determined by the *Superannuation Guarantee (Administration) Act 1992* as amended from time to time.

5. PART 5 – HOURS OF WORK, BREAKS, SHIFT AND WEEKEND PENALTIES, OVERTIME.

5.1 Hours Of Work

- (a) Subject to the exceptions hereinafter provided, the ordinary hours of work shall be an average of 38 per week.
- (b) Unless the employee is working a 12 hour shift as per Schedule E, the ordinary working hours of all employees shall not exceed 10 hours per day exclusive of meal breaks and shall be worked within a spread of 12 hours calculated from the commencing time.
- (c) The limitations of hours in clause 5.1 shall not apply to NUMs and Registered Nurses Level 4.

5.1.2 Method of Implementation

Different methods of implementation of the 38 hour week may apply to individual employees, or groups or sections of employees in a facility.

5.1.3 8 Hour Day and Accrual of Time Off

Subject to the provisions of clause 5.4 (Rest between periods of rostered work), employees may agree that the ordinary hours of work may be 8 per day or may exceed 8 on any day, thus enabling accrual of time off at ordinary time rate of pay on one or more than one work day during a particular work cycle.

5.1.4 Accumulation of Accrued Days Off (ADO's)

- (a) Full time employees at New Farm Clinic and Cairns facilities will be entitled to accrued days off (ADOs) subject to Management approval. Where such approval is given, employees may agree with their Manager, to accumulate up to a maximum of five ADOs. Where such agreement has been reached, the accumulated days off shall be taken within twelve calendar months of the date on which the first ADO was accrued. Consent to accumulate ADOs shall not be unreasonably withheld by either party.
- (b) Full time employees working at facilities other than New Farm Clinic and Cairns facilities will be entitled to accrued days off (ADOs) and may agree with their Manager, to accumulate up to a maximum of five ADOs. Where such agreement has been reached, the accumulated days off shall be taken within twelve calendar months of the date on which the first ADO was accrued. Consent to accumulate ADOs shall not be unreasonably withheld by either party.

5.2 38 Hour Week – Procedures for Enterprise Level Discussions

- (a) The employer shall consult with, and give reasonable consideration to the wishes of employees over the most appropriate means of implementing and working a 38 hour week.
- (b) The objective of such consultation shall be to reach agreement on the method of implementing and working the 38 hour week in accordance with this clause.
- (c) The outcome of such consultation shall be recorded in writing.
- (d) In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of their relevant employee or employer organisation.
- (e) Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the employer shall have the right to make the final determination as to the method by which the 38 hour is implemented or worked from time to time.
- (f) After implementation of the 38 hour week, upon giving 7 days' notice or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered, from time to time, following negotiations between the employer and employees concerned utilising the foregoing provisions.

5.3 Use of Available Working Time

All employees shall observe the nominated starting and finishing times for the work day, including designated meal breaks and rest pauses, to maximise available working time. Preparation for work and for travel home at the completion of work shall be in the employee's time.

5.4 Rosters

- (a) All permanent employees shall work in accordance with a fortnightly roster to be agreed from time to time between the Employer and a majority of employees in any workplace or part thereof.
- (b) The roster shall set out the employees' periods of duty and the starting and finishing times for such periods shall be displayed in a place conveniently accessible to employees in draft form at least 14 days before the commencement of each fortnight. The confirmed roster will be displayed at least 7 days before the commencement of each fortnight.
- (c) Unless the Employer otherwise agrees, an employee desiring to change roster shall give the Employer 7 days' notice of the desired roster change except where the employee is ill or in an emergency.
- (d) Unless the employee/s otherwise agree, an employer desiring to change a roster/s shall give the employee/s at least 7 days' notice unless the change is necessary to meet unforeseen fluctuations in patient demand for services, or where another employee is absent from duty on account of illness or an emergency.
- (e) Subject to unforeseen circumstances, each employee shall be allowed 4 whole days free from rostered work in each fortnight.
- (f) An employee's roster may provide for any one of the following combinations of days free from rostered work in each fortnight:
 - (i) 2 periods comprising 2 days each or 3 consecutive days and one stand-alone day, or one period of 4 consecutive days:
 - (ii) Provided any one of these combinations may be amended to enable 2 single days free from rostered work if requested in writing by the employee.
 - (iii) The days free from rostered duty to be enjoyed by full-time employees working shifts longer than 8 hours and/or shorter than 8 hours on any day shall be enjoyed in a period or periods no less favourable than those set out in paragraph 6 for other full-time employees.
- (g) Inclusion of a casual employee in any roster shall be deemed to be notice of likely hours of employment during the roster period and shall not be deemed to be a guarantee of employment for those hours.

5.5 Rest Between Periods of Rostered Work

- (a) An employee shall be allowed a break of not less than 10 hours between the termination of one shift and the commencement of another.
- (b) A break of not less than 8 hours shall be permitted under the following circumstances:
 - (i) to permit changes of shift rosters when the employee is changing from a minimum of 3 consecutive shifts with the same rostered start and finishing times, to a different rostering pattern consisting of a minimum of 3 rostered shifts of the same start and finishing time. For example, changing from 3 night shifts to 3 afternoon shifts; or
 - (ii) the 10 hour break may be reduced by written agreement between the Employer and the employee in circumstances where they are of the opinion the employee will not be unduly fatigued and the employee's professional competence will not be adversely affected.
- (c) Agreements already in place at the commencement of this Agreement shall remain as they are unless mutually agreed between the Employer and Employee. Any unresolved disputes will continue to be addressed through the grievance procedure.

- (d) In addition to (b)(i) and (b)(ii) above, Cairns employees working in theatre are to refer to Schedule C.
- (e) Clause 5.5(b) shall not apply in the instance of an employee rostered to work following a 10 hour shift.

NOTE: See also clause 5.15 for 8 - 10 hour break after overtime.

5.6 Early Distribution of Christmas Roster.

- (a) For Cairns employees, see Schedule C
- (b) All sites other than Cairns, refer to clause 6.2.12.

5.7 Extra Payment for Weekend Work

- (a) All rostered ordinary hours worked by an employee between Midnight Friday and Midnight Sunday up to and including 10 ordinary hours in any one shift shall be paid for at the base rate of pay plus the additional percentage of the employee's base rate of pay as follows:
 - Midnight Friday to Midnight Saturday 50%
 - Midnight Saturday to Midnight Sunday 75%
- (b) All time worked by an employee during the above weekend period in excess of ordinary hours in any one shift shall be paid at the appropriate overtime rate in lieu of the above additional percentages.

5.8 Shift Penalties

- (a) Shift workers shall be paid in addition to their base rate of pay a shift allowance as specified for each shift of ordinary hours as follows:
 - Afternoon Shift 12.5 %
 - Night Shift 20%
- (b) For the purpose of this subclause an "afternoon shift" is a shift, other than a night shift as defined herein, commencing at or after 12 midday. A shift that commences before 12-midday but has the majority of ordinary hours worked after 3.00p.m. shall also be classified as an afternoon shift.

A "night shift" is a shift commencing at or after 6.00 p.m. or before 7.30 a.m. the following day, the major portion of which is worked between 6.00 p.m. and 7.30 a.m.
- (c) In the instance of a casual employee the shift allowance prescribed herein shall be calculated on the base rate of pay with the casual loading also being calculated on the base rate. For an afternoon shift, a casual employee would receive 135.5% of the base rate and for a night shift, the casual employee would receive 143% of the base rate.
- (d) The shift allowance prescribed herein shall not apply to shift work performed by any employee on Saturday/Sunday or Public Holidays where the extra payments prescribed by clauses 5.7 (Weekend Penalties) and 6.2 (Public Holidays) apply.
- (e) For employees at GPH working night shift, see Schedule D.
- (f) For employees at GPH commencing day shift before 6:00 a.m., see Schedule D.

5.9 Meal Breaks

- (a) Where an employee is rostered to work at least 6 hours continuously the employee shall be entitled to an unpaid meal break of not less than 30 minutes between the fourth and sixth hour after the commencement of duty and thereafter at intervals of not more than 6 hours.
- (b) Except as hereinafter provided in paragraph (c) of this subclause double time shall be paid for all work done during meal breaks and thereafter in that shift until a meal break is taken.
- (c) Payment at double time will be made in accordance with paragraph (b) when an employee has, within the 6 hour period referred to in paragraph (a) above, informed

their immediate supervisor or other appropriate management representative that they are unable to take a meal break, and they have received authorisation from that person to work through the meal break and/or beyond the sixth hour without a meal break. In order to qualify for double time payment under this subclause an employee's inability to take a meal break must be for reasons other than to suit an employee's own particular requirements.

Provided that paragraphs (b) and (c) of this subclause do not apply to Nurse Unit Managers and Registered Nurse level 4 as these employees are able to organise their work time so that a meal break is taken at an appropriate time.

- (d) If it is necessary for an employee to remain on the premises or in the immediate working area during a meal break so that they are available to be called back to work, then the 30-minute meal break is paid at the ordinary time rate.

If the meal break is interrupted, the staff member will be released from duty as soon as possible after the interruption to complete their 30-minute meal break.

The period will not count as time worked when calculating 'ordinary hours'. This payment will show as 'Overtime 100%' which equals the ordinary time rate, on the employee's pay slip.

5.10 Rest Pauses

- (a) Every employee shall be entitled to a rest pause of not less than 10 minutes' duration within each completed period of 4 ordinary hours of work at a time to be agreed between the Employer and the employee.
- (b) Notwithstanding the above, and at the discretion of the Employer, the period of 2 rest pauses may be combined to provide one 20 minute rest pause in the first half of the ordinary period of work.

5.11 Overtime – Other Than NUMs and Level 4 Registered Nurses

- (a) An employee may be required to work reasonable overtime.
- (b) Except in an emergency, no employee shall work overtime unless instructed to do so by a person authorised to so instruct.
- (c) GPH Voluntary additional hours or shifts for part time employees - see Schedule D.

5.12 Overtime Penalty Rate

All authorised time worked in excess of rostered ordinary hours of work on any day shall be deemed to be overtime and shall be paid at the following rates:

- (a) For all authorised overtime on Monday to Saturday inclusive, payment shall be made at the rate of 150% of the base rate of pay for the first 3 hours and 200% of the base rate of pay thereafter.
- (b) For all authorised overtime on Monday to Saturday inclusive worked by a casual employee, overtime prescribed herein shall be calculated on the base rate of pay with the casual loading also being calculated on the base rate, i.e. overtime payment shall be made at the rate of 173% of the base rate of pay for the first 3 hours and 223% of the base rate of pay thereafter.
- (c) For all authorised overtime on a Sunday, payment shall be made at the rate of 200% of the base rate of pay.
- (d) For all authorised overtime on a Sunday worked by a casual employee, payment shall be made at the rate of 223% of the base rate of pay.
- (e) For all authorised overtime on a Public Holiday, payment shall be made at 250% of the base rate of pay
- (f) For all authorised overtime on a Public Holiday worked by a casual employee, payment shall be made at the rate of 273% of the base rate of pay.

Provided that an employee works at least 8 hours on that shift or more than 76 hours in a fortnight.

5.13 Overtime – Alternate Compensation (TOIL)

- (a) Subject to the prior approval of the employer, an employee may elect to be compensated for overtime worked either by payment, or by accumulating time off in lieu (TOIL). All TOIL shall accrue at the full overtime penalty rate. Records are to be kept detailing entitlements.
- (b) Employees may accrue up to a maximum of 24 TOIL hours.
- (c) The taking of accrued TOIL hours shall be by mutual agreement between the employee and their manager. Where there is no agreement reached, the Manager shall give the staff member two weeks written notice as to when TOIL is to be taken.
- (d) TOIL is to be taken within 12 months of being accrued.
- (e) If, on the termination of the employee’s employment, time off for overtime worked by the employee has not been taken, the Employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

5.14 Overtime Meal

- (a) An employee who is required to continue to work after the usual ceasing time shall be supplied with a reasonable meal at the employer’s expense, or be paid an allowance per meal in lieu thereof, after more than 2 hours, or after more than one hour if overtime continues beyond 6.00 pm. If an employee continues to so work the employee shall be allowed an additional meal or allowance in lieu thereof for each completed 4 hours’ work after the first or second hour (as applicable).
- (b) Employees working overtime after the completion of a rostered shift shall wherever possible be given priority for taking rest pauses and meal breaks ahead of employees not working overtime.

Overtime Meal Allowance	Amount			
	<i>(NOTE: wage increases take effect from the first pay period commencing on or after the respective operative date)</i>			
	1/10/2022	26/06/2023	1/10/2023	1/10/2024
Per meal	\$14.37	\$14.73	\$15.25	\$15.78

5.15 Break after Overtime

An employee who works so much overtime between the termination of their ordinary work on the one day and the commencement of their ordinary work on the next day that they have not had at least 10 consecutive hours off duty between those times (i.e. the cessation of work on the one day and the commencement of work on the next day), shall, subject to this clause, be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (a) If, on the instructions of their Employer, such an employee resumes or continues work without having had 10 consecutive hours off duty they shall be paid double rates until they are released from duty for such period, and such employee shall then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (b) With the exception of employees rostered to work following a 10 hour shift, the provisions of this clause shall apply in the case of shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:
 - (i) to permit changes of shift rosters; or
 - (ii) by agreement between the Employer and the employee in circumstances where they are of the opinion the employee will not be unduly fatigued and the employee’s professional competence will not be adversely affected.

5.16 On-Call Fatigue

- (a) Where an employee has been called in to work within 8 hours of commencing their next rostered shift and the employee has already had an 8 or 10 hour break as per clause 5.5, or the recall occurs after midnight Sunday and the employee is rostered to work the following a.m. Monday shift, the NUM may decide to recommend to the ADoCS or DoCS

that the employee be stood down on full pay. Such a recommendation will take into consideration possible levels of fatigue, the needs of the shift, the ability to replace the employee and the subsequent impact on colleagues and the business. Should such a recommendation be made, the final decision will rest with the ADoCS or DoCS.

- (b) So as to help avoid fatigue issues as per (a) above, wherever possible, employees rostered to work on a Monday a.m. shift will not be placed on-call on the preceding Sunday.
- (c) In addition, wherever possible, employees rostered on an a.m. shift will not be placed on-call on the previous night.
- (d) GPH Employees, Fatigue - On call on a Sunday - see Schedule D.

6. PART 6 – LEAVE AND PUBLIC HOLIDAYS

6.1 Annual Leave

- (a) Annual leave (5 weeks/6 weeks)
 - (i) Every permanent employee shall accrue annual leave at the rate of 5 weeks per annum.
 - (ii) Provided that an employee who is a “shiftworker” as defined in (b) and (c) below shall be entitled to an additional period of paid annual leave.
- (b) In addition to (a) above, an employee is entitled to an additional week of annual leave if the employee is:
 - (i) A “shiftworker” who:
 - A. is regularly rostered over seven days of the week; and
 - B. regularly works on weekends
 - (ii) To avoid any doubt, this means that an employee who is not a shiftworker for the purposes of clause (b) above, is entitled to 5 weeks of paid annual leave for each year of service, and an employee who is a shiftworker for the purposes of clause (b) above is entitled to 6 weeks of paid annual leave for each year of service.
- (c)
 - (i) Where an employee has not qualified for extra leave under the definition at (b) above but who has been required to rotate their working hours over seven days of the week and as a minimum have worked 20 day shifts, 20 afternoon shifts and 20 night shifts during their anniversary year or 152 ordinary hours on each of the three shifts (whichever is the least), this employee will also be regarded as a shift worker for the purpose of the additional week’s annual leave provided by the NES and as such will receive an additional week of leave at the end of the 12-month period.
 - (ii) A part-time employee shall be entitled to additional leave on a pro-rata basis on the same conditions as apply to full time employees subject to the employee working that number of each of the three types of shifts which is proportionate to the total number of shifts to be worked by the full-time employee to become entitled to the additional leave.

(For example, an employee employed for an average of 24 ordinary hours per week over the last 12 months who has worked all 3 types of shifts over the 12 months, qualifies for additional 24 hours of additional leave if at least 12 of each type of shift has been worked (20 x 24/38).
- (d) GPH employees who only work night duty – refer to Schedule D.
- (e) An employee who is not a shift worker in terms of (b) or (c) above but who has worked as a shift worker as per (b) or (c) above for more than three months but less than 12 months prior to taking annual leave or prior to resigning, shall be entitled to additional annual leave on a pro rata basis in respect of the period of work performed as a shift worker.

Provided that the following minimum number of each of the 3 types of shift have been worked:

 - (i) up to and including 3 months service, no entitlement;
 - (ii) from 3 months and up to but not including 6 months service – 5 of each shift to be worked;
 - (iii) from 6 months and up to but not including 9 months service – 10 of each shift to be worked;
 - (iv) from 9 months and up to but not including 12 months service – 15 of each shift to be worked.
- (f) The mere availability for continuous shift work shall not entitle an employee to additional annual leave.
- (g) Accrual of Annual Leave

- (i) An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.
- (h) Taking paid annual leave
 - (i) Paid annual leave may be taken for a period agreed between an employee and the Employer.
 - (ii) Annual leave, by mutual arrangement, may be accumulated for a period not exceeding 2 years. All leave is to be paid for in advance or at another time by mutual agreement. Annual Leave shall be taken to suit the administration of the hospital but in exercising its discretion the administration will give reasonable consideration to the preference of employees.
 - (iii) If the employee and the Employer cannot agree on the taking of annual leave the Employer must give the employee at least 14 days' written notice of the starting date of such leave.
- (i) Payment for annual leave

If, in accordance with this clause, an employee takes a period of paid annual leave, the Employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.
- (j) Annual leave loading
 - (i) In addition to their ordinary pay, an employee other than a shift worker, will be paid an annual leave loading of 17.5% of the employee's ordinary pay on a maximum of 152 hours /4 weeks annual leave per annum.
 - (ii) Shift workers for the purpose of the NES as defined in 6.1(b) and 6.1(c) above, in addition to their ordinary pay, will be paid the higher of:
 - A. annual leave loading of 17.5% of ordinary pay; or
 - B. annual leave loading equivalent to the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.
 - (iii) Annual leave loading as per (j)(i) and (j)(ii) above shall not apply to the following:
 - Any period or periods of annual leave exceeding -
 - 190 hours of leave in the case of shift workers as defined in (b) and (c); or
 - 152 hours of leave in any other case.
- (k) Paid annual leave may be taken for a period agreed between an employee and his or her employer. At the request of the employee and subject to approval, annual leave may be taken in single day periods.
- (l) Annual Leave and ADOs
 - (i) Whilst on annual leave an employee continues to accrue time for the purposes of an ADO as if the employee had been at work. Such accrued time may be taken as additional time in conjunction with the Annual Leave, or be accumulated. For example, if the employee took one week of leave, they would have 40 hours deducted from their annual leave balance, they would be paid for 38 of these hours and 2 would be deposited into their ADO account. Leave loading would be paid to the employee on the full 40 hours.
- (m) Employee not taken to be on paid annual leave at certain times
 - (i) Public holidays

If the period during which an employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid annual leave on that public holiday.
 - (ii) Other periods of leave

If the period during which an employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave) under this Part, or a period of absence from employment under Division 8 of the Fair Work Act (which deals with community service leave), the employee is taken not to be on paid annual leave for the period of that other leave or absence.

(n) Payment of annual leave on termination

If, when the employment of an employee ends, the employee has a period of untaken annual leave, the Employer must pay the employee the amount that would have been payable to the employee under this clause, as if the employee had taken that period of leave.

(o) Annual leave at half pay for double the duration at the employee's request.

Subject to approval by the Department Manager and the ability to back-fill any potential vacant rosters, annual leave may be requested by the employee and taken at half pay for double the duration for periods of no less than one week. Any public holidays to which the employee is entitled, falling within this period of annual leave will also be payable at the amended daily hours currently being accessed by the employee.

(p) Pay out of annual leave at the employee's request

An employee covered by this Agreement may request in writing to have a quantity of annual leave paid out in cash provided that at least four weeks of annual leave accruals remain. If the request is approved by the Department Manager, the appropriate leave loading will also be paid out in cash.

(q) Purchase of extra leave

As part of Ramsay Health Care's commitment to providing flexible work practices, permanent employees are able to apply to 'buy' an additional two, three or four weeks of leave.

To buy the additional leave, employees must enter into an agreement to proportionally reduce their pay each fortnight. In a way it is like taking a period of leave without pay but the financial impact is spread over the full year.

For full information, go to the Ramsay Health Care intranet site, Human Resources, Policies, Flexible leave.

(r) Applying for leave

For leave requests made by an employee with more than 3 months' advance notice, the manager will respond as soon as possible once the requests of all team members are known and these can be compared against the likely patient demand for the same period. If the employee has not received advice within 3 months of the leave date, they are advised to follow-up with their manager.

Unless exceptional circumstances exist, for leave requests covering periods within the next 3 months, managers will respond within 14 days of the application being received as to the progress of the request - this may include advice that the request is still being considered.

6.2 **Public Holidays**

6.2.1 Meaning of Public Holiday

The following are **public holidays** as prescribed by the Fair Work Act 2009 (Cth) and/or the Holidays Act 1983 (Qld):

- (a) 1 January (New Year's Day);
- (b) 26 January (Australia Day);
- (c) Good Friday;
- (d) The day after Good Friday (Easter Saturday)
- (e) Easter Sunday
- (f) Easter Monday;

- (g) 25 April (Anzac Day);
- (h) Labour Day
- (i) Birthday of the Sovereign
- (j) Show Day
- (k) 24 December (Christmas Eve) from 6.00pm to midnight
- (l) 25 December (Christmas Day);
- (m) 26 December (Boxing Day);
- (n) any other day, or part-day, declared or prescribed by or under a law of Queensland to be observed generally within the State or a region, as a public holiday.

6.2.2 Substituted Public Holidays Under State Laws

If, under (or in accordance with a procedure under) a law of the State, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday, then the substituted day or part-day is the public holiday.

6.2.3 Public Holiday Substitution

The Employer and an employee may by agreement, substitute another day for a public holiday.

6.2.4 Entitlement to be absent from employment on a public holiday

- (a) An employee is entitled to be absent from their employment on a day or part-day that is a public holiday in the place where the employee is based for work purposes.

Reasonable requests to work on public holidays

- (b) However, the Employer may request an employee to work on a public holiday if the request is reasonable.
- (c) If the Employer requests an employee to work on a public holiday, the employee may refuse the request if:
 - (i) the request is not reasonable; or
 - (ii) the refusal is reasonable.
- (d) In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:
 - (i) the nature of the Employer's workplace or enterprise (including its operational requirements), and the nature of the work performed by the employee;
 - (ii) the employee's personal circumstances, including family responsibilities;
 - (iii) whether the employee could reasonably expect that the employer might request work on the public holiday;
 - (iv) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday;
 - (v) the type of employment of the employee (for example, whether full-time, part-time, casual or shiftwork);
 - (vi) the amount of notice in advance of the public holiday given by the employer when making the request;
 - (vii) in relation to the refusal of a request—the amount of notice in advance of the public holiday given by the employee when refusing the request;
 - (viii) any other relevant matter.

6.2.5 Payment for Absence on Public Holiday

- (a) If an employee is absent from his or her employment on a day or part-day that is a public holiday, the Employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work on the day or part-day.

- (b) Note: If the employee does not have ordinary hours of work on the public holiday, the employee is not entitled to payment under this section. For example, the employee is not entitled to payment if the employee is a casual employee who is not rostered on for the public holiday, or is a part-time employee whose part-time hours do not include the day of the week on which the public holiday occurs.

6.2.6 Payment for Public Holidays Whilst on Paid Leave

- (a) Where a public holiday falls during a period of paid leave (the paid leave being both sides of the public holiday), the employee will be paid for the public holiday not worked at their regular hours if it is a day the employee usually works. 'Usually works' means that in the 26 weeks immediately prior to the leave commencing, (6 months), the employee was rostered to work or on paid leave for 17 or more such days i.e. 65% or more.
- (b) Where an employee is not entitled to be paid for the public holiday as per (a), this day will be taken as leave without pay. Annual leave, personal/carer's leave, long service leave or an ADO will not be approved on a public holiday.

6.2.7 Accrued Day Off (ADO) impact

- (a) The ADO shall be so arranged that it does not coincide with a public holiday.
- (b) Provided that in the event that the ADO does coincide with a public holiday another day determined by mutual agreement between the Employer and employee shall be taken in lieu thereof, this day to be within the same 4 weekly work cycle where possible.

6.2.8 ADO Accrual

Where an employee is not required to work on any specific public holiday to which they are entitled, it shall be regarded as a day worked for accrual purposes of the ADO. For example, in this situation, the full-time employee will be paid 7.6 hours public holiday pay and 0.4 of an hour will be deposited into the employee's ADO balance.

6.2.9 Not required on a public holiday after being rostered to work

Where a permanent employee is rostered to work on a public holiday and following a review of staffing needs within 7 days before the public holiday, is found not to be required, the employee may agree to have the day off and be paid for the public holiday not worked, or elect to attend work as rostered and perform such work as may be reasonably directed by the Employer.

6.2.10 Payment for Work Done On Public Holidays

- (a) Full-time or part-time employees
All work done by a full-time or part-time employee during the employee's ordinary shift on a public holiday, or the nominated substituted day as per clause 6.2.2, will be paid at 200% of the base rate of pay.
- (b) Casual employees required to work ordinary hours on public holidays shall be paid 250% of the base rate of pay, with no casual loading. Overtime worked on public holidays will be paid at 250% of the base rate of pay, with casual loading being a total of 273%.
- (c) Overtime
All overtime on a public holiday will be paid at 250% of the base rate of pay.

6.2.11 Direction to Take Leave Due to Temporary Closure of Stand-Alone Day Surgery

- (a) Where stand-alone Day Surgeries close over the Christmas/New Year period, employees will be required to take leave for the duration of the period unless otherwise agreed. Employees are able to request deployment to other Ramsay Health Care facilities in lieu of taking leave and where such requests are made, the Manager of the Day Surgery may facilitate the discussions between the employee and the other Ramsay Health Care facility.
- (b) Employees will be paid for public holidays to which they are entitled that fall during the close down period regardless of whether they were on paid leave or unpaid leave.
- (c) A minimum of six weeks' notice will be provided of the pending closure.

- (d) As a general rule, the period of the closure will not exceed two weeks but may go up to four weeks.

6.2.12 Draft Christmas and New Year Roster

Other than for extraordinary circumstances, the draft roster covering the Christmas and New Year period will be accessible up to 4 weeks prior to these periods commencing. Employees are reminded to check the updated draft rosters regularly until the confirmed roster is up because it may have been necessary to make changes.

6.3 Personal/Carer's Leave

6.3.1 Entitlement

- (a) For each year of service with the employer, an employee is entitled to 10 days of paid personal/carers leave as per the NES.
- (b) Payment for personal/carers leave will be made from available accrued entitlements, based on the ordinary number of hours that would have been worked if the employee were not absent on personal/carers leave.
- (c) Personal/carers leave may be taken for part of a day or shift.

6.3.2 Employee Must Give Notice.

The payment of personal/carers leave is subject to the employee promptly advising the Employer of the employee's absence as soon as practicable and its expected duration.

6.3.3 Evidence Supporting a Claim

When the employee's absence is for more than 2 days the employee is required to give the Employer a doctor's certificate, or other evidence that would satisfy a reasonable person about the nature and approximate duration of the illness / injury or carer's leave situation.

6.3.4 Accrual of leave

An employee's entitlement to paid personal/carers leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

6.3.5 Accumulated Personal/Carer's Leave

An employee's accumulated personal/carers leave entitlements are preserved when:

- (a) The employee is absent from work on unpaid leave granted by the Employer;
- (b) The Employer or employee terminates the employee's employment and the employee is re-employed within 3 months;
- (c) The employee's employment is terminated because of illness or injury and the employee is re-employed by the same Employer without having been employed in the interim.

The employee accumulates personal/carers leave entitlements whilst absent from work on paid leave granted by the Employer.

6.3.6 Workers' Compensation

Where an employee is in receipt of workers' compensation, the employee is not entitled to payment of personal/carers leave.

6.3.7 Procedure for Monitoring Personal/Carer's Leave Usage

- (a) The parties to this Agreement recognise that absenteeism can create significant difficulties for the Employer and employees. As a consequence the parties will collaborate on reducing its incidence and agree to a range of initiatives to examine trends and causes.
- (b) A hospital may develop a consultative process for the monitoring of personal/carers leave usage across the hospital.
- (c) The Employer may:
 - (i) monitor personal/carers leave usage at a hospital, ward or other discrete section of the hospital; and

- (ii) introduce human resources procedures for individual employees' counselling where required.
- (d) With any process established to monitor personal/carer's leave usage confidentiality of individuals will be of utmost importance and principles of natural justice will apply.
- (e) The above procedure does not operate to withdraw the Employer's right to take termination procedures or other disciplinary action against any employee if that employee has been guilty of submitting a false personal carer's leave application form. Similarly, this procedure does not limit the Union's or the employee's right to make a reinstatement application where the employee is dismissed for alleged unsatisfactory attendance.
- (f) Public holidays during periods of paid personal/carer's leave.
If the period during which an employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday.

6.4 Long Service Leave

6.4.1 Industrial Legislative Standards

Except as provided for below all employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with the provisions the *Industrial Relations Act 2016* Provided that the as from 1st July 1999 all employees are entitled to the minimum entitlement of long service leave in accordance with, the provisions of Chapter 2, Part 3, sections 42-58 of the Act.

Provided also that where the Act provisions provide a greater benefit to employees those provisions will apply from 1st July 1999 or such later date as determined by the Act.

6.4.2 Enterprise Bargaining Agreement Number 1 Standard

From the 2nd January 1996 upon completion of 10 years of continuous service and with the one employer, employees shall be entitled to 13 weeks long service leave with pay.

6.4.3 Entitlement

For all continuous service after the 2nd January 1996 an employee who completes 10 years continuous service shall be entitled to long service leave at the rate of 1.3 weeks on full salary for each year of continuous service and a proportionate amount for an incomplete year of service.

For service prior to the 2nd January 1996, long service leave entitlement shall be as prescribed by the *Industrial Relations Act 1990* as at the 2nd January 1996 except that an employee shall be entitled to take such leave after 7 years of service and as hereafter provided.

6.4.4 Conditions

The following provisions shall apply in respect of long service leave:

- (a) An eligible employee is able to apply for pro-rata long service leave following seven years of continuous service.
- (b) An application for leave shall be made in writing, in a form determined by the Local Hospital Management.
- (c) Timely notice of the desire for leave shall be given by the employee. The employee shall be given timely advice of whether or not leave is approved. In the event of any disagreement the employer may require an employee to take a period of long service leave by giving 3 months' notice of the request to take long service leave.
- (d) Leave may be taken up to the total amount of leave due as at the date of commencement of the leave, calculated by:
 - (i) determining the total period of the employee's continuous service having regard to the provisions of these regulations in respect of leave credited for service;
 - (ii) determining the total long service leave entitlement appropriate to that period of continuous service;

(iii) deducting from the total entitlement, long service leave previously taken.

6.4.5 Eligibility for Proportionate Payment for Long Service Leave on Termination of Employee's Service

Payment for long service leave normally occurs on ceasing employment at or after 7 calendar years continuous service. However, a proportionate payment for long service leave can be made for lesser periods of continuous service in the following circumstances:

- (a) Upon retrenchment - 1 year;
- (b) Upon ill health retirement - 5 years;
- (c) Upon retirement within 10 years of attaining age 65 - 5 years;
- (d) Upon death - 5 years.

6.4.6 Calculation of Amount of Payment in Lieu of Long Service Leave Not Taken

A person who ceases to be an employee and who at the date of ceasing to be an employee has an entitlement to long service leave shall receive a payment in lieu of long service leave not taken.

The calculation of the amount of the payment shall be based on:

- (a) that entitlement; and
- (b) the rate of ordinary wages which the person was receiving at the date of ceasing to be an employee.

6.4.7 Casual Employees

Prior to 23rd June, 1990 casuals, as a general rule, were not entitled to accrue Long Service Leave. As from 23rd June, 1990, the *Industrial Relations Act* came into force and casual employees were granted an entitlement to Long Service Leave.

Put simply this means casual employee entitlements are as follows:

DATE	ENTITLEMENT
Prior to 23.6.90	No entitlement - Service does not count.
23.6.90 - 30.3.94	Service counts provided at least 32 hours are worked every 4 weeks.
From 30.3.94 onwards	Service counts provided there is no break between casual engagements of more than 3 months.

6.4.8 Part-Time Employees - Long Service Leave

A part-time employee accrues long service leave on a proportionate basis of the entitlement for a full-time employee.

In determining the length of absence of a part-time employee on long service leave, employees should apply for the number of ordinary hours they would have been at work for the required period. The debit against the balance of accrued leave is to be the actual number of hours absent from duty as described. This principle also applies in the case of employees who have accrued their leave entitlements by working a combination of full-time and part-time employment

6.4.9 Cashing out of Long Service Leave

Employees with seven or more continuous years' service with the Employer, may request in writing to have all or part of their long service leave entitlement paid out in cash instead of taking the leave.

Payment in lieu of long service leave shall be in accordance with the *Industrial Relations and Another Act Amendment Act 2001*.

6.4.10 Extended Long Service Leave

- (a) An employee may elect to take their Long Service Leave for periods in excess of one week, at half pay over double their entitlement period. Such an arrangement is by mutual agreement between the employer and employee.

- (b) Any entitlements that continue to accrue whilst on paid leave shall accrue at the rate of 50% in line with the 50% of pay being taken by the employee.
- (c) Any public holidays to which the employee is entitled falling within this period of long service leave will also be payable at the amended daily hours currently being accessed by the employee.

6.4.11 Minimum Period of Long Service Leave

The minimum period of long service leave that can be applied for and approved shall be 7.6 hours.

6.5 **Paid Family and Domestic Violence Leave.**

Details explaining entitlements, application and approval process for paid Family and Domestic Violence Leave of up to 10 days p.a. is contained within the NES. See sections [106A](#) to [106E](#) of the Act.

6.6 **Compassionate Leave (Includes Bereavement Leave)**

6.6.1 Employees shall be eligible to take compassionate leave when a member of their immediate family or household contracts or develops a personal injury or illness that poses a serious threat to their life, or dies. The entitlement also applies when a child is stillborn where the child would have been a member of the employee's immediate family or a member of the employee's household, if the child had been born alive, or the employee or the employee's current spouse has a miscarriage.

6.6.2 For permanent employees, such leave shall be paid and for casual employees the period is unpaid. The entitlement to leave is 2 days per occasion.

If the employee is entitled to paid parental leave under this agreement as a result of a stillbirth, the 2 days of paid compassionate leave will be taken concurrently with any paid parental leave, i.e. not in addition to.

6.6.3 Evidence may be required by the Employer that would satisfy a reasonable person as to the reason for taking the leave.

6.6.4 Where a member of the Employee's immediate family should die outside of Australia and the permanent staff member travels to attend the funeral, three days of compassionate leave shall be paid.

6.6.5 Immediate Family

Immediate family includes:

- (a) A spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and
- (b) A child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

6.7 **Parental Leave**

6.7.1 Paid Parental Leave

Parental Leave under this clause can be taken for the purposes of:

- (i) Giving birth to a child
- (ii) Adopting a child under the age of 16 years
- (iii) Taking primary care of a child immediately following birth/adoption of the child.
- (iv) Paid parental leave under this clause is also applicable where the child is stillborn and had a gestation period of at least 20 weeks.

To receive the following parental leave payments, the employee must:

- (a) have been employed by the Employer for a continuous period of 1 year or more as a full-time or as a part-time employee (or both);
- (b) comply with all requirements of the *Fair Work Act 2009*

- (c) Subject to (a) and (b) above, the Employer will pay the employee an equivalent of 10 week's base rate of pay for periods of parental leave commencing on or after 1/10/2022. Week's pay, for the purposes of this clause is the base rate of pay multiplied by the average the ordinary weekly hours worked in the 12 months' leading up to the date of starting parental leave.
- (d) In the case of an employee, who on 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.
- (e) If the employee is already absent on approved parental leave and does not return to work for a full 12 month period before applying for a second period of parental leave, the weekly hours paid for the previous period of paid parental leave will once again apply when calculating the 10 weeks' rate of pay as per (c) above.
- (f) An employee is entitled to paid Parental Leave to be the child's primary care giver.
- (g) Paid Parental leave of 10 weeks is payable per family. This means that both parents are not at liberty to each claim the full entitlement to paid parental leave if they share the role of primary care giver. The 10 weeks may be shared between the two employees.
- (h) Paid parental leave can be taken at half the usual rate over double the duration if the employee submits such a request in writing. The extended payment will not extend the allowable period of parental leave.
- (i) The allowable period of parental leave is a maximum of 12 months or 24 months by application – refer NES.
- (j) Leave must be taken in a single continuous period, subject to keeping in touch days as provided by the NES.
- (k) The period of paid parental leave shall not accrue any other entitlements or count towards period of service with the Employer.
- (l) A regular casual employee who has been regularly and systematically employed for at least 12 months immediately before the birth or adoption of the child and who would have a reasonable expectation of continuing engagement by the employer on a regular and systematic basis other than for the birth or adoption of the child, is entitled to unpaid parental leave as per the NES.

6.7.2 Return to work guarantee

On ending a period of approved parental leave, an employee is entitled to return to:

- (a) the employee's pre-parental leave position; or
- (b) if that position no longer exists – an available position for which the employee is qualified and suited nearest in status and pay to the pre-parental leave position.

6.7.3 Requests for flexible working arrangements

- (a) Permanent employees returning from approved parental leave are able to request changes to their previous employment conditions such as the number of minimum workhours required or the number of shifts required or when these hours or shifts are to be worked.
- (b) Such requests must be in writing setting out the details of the change sought and the reasons.
- (c) A response from management will be provided within 21 days of the written request being received advising whether or not the request has been agreed to.
- (d) If the request can be agreed to, confirmation of the change to the employment contract will be forwarded to the employee in writing.
- (e) The employer may refuse the request only on reasonable business grounds. (Refer s.65 of the Fair Work Act 2009).

6.8 Ceremonial Leave

An employee who is legitimately required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to ten working days unpaid leave in any one year, with the approval of the Employer.

6.9 Industrial Relations Training Leave.

Industrial Relations Training Leave (formerly known as Trade Union Training Leave) shall be defined as paid leave of absence of up to five (5) days per calendar year that may be granted to recognised QNMU Workplace Representatives to attend TUTA, ACTU or specified Union training courses approved by the State Executive of the Union, provided prior approval is obtained from the management. In the event that such attendances create or potentially create operational difficulties at the Hospital concerned, the management will notify the Union of such difficulty. Approval of such leave shall not be unreasonably upheld.

Leave of absence granted pursuant to this clause shall count as service for all purposes.

See Schedule C for Cairns employees

7. PART 7 – MISCELLANEOUS

7.1 Union Encouragement Clause

- 7.1.1 Union delegates and job representatives have a role to play within each workplace. The existence of accredited union delegates and/or job representatives is encouraged.
- 7.1.2 The parties acknowledge Management's right to manage and direct the business and staff employed by the business within this agreement and the appropriate legal and legislative guidelines.
- 7.1.3 The parties agree to positively collaborate to resolve issues in a professional manner with due respect to both delegate and management responsibilities.

7.2 Existing Industrial Relations Structures

- 7.2.1 The parties to the Agreement recognise that the existing industrial relations structures which involve an open and consultative approach to collective bargaining underpinned by the Award will positively benefit Ramsay Health Care and employees generally.
- 7.2.2 The parties to this Agreement are committed to maintaining such an approach and the Employer specifically agrees to recognise the legitimate and constructive role of the Union in representing their members both at a workplace level and an Industrial Commission level.

7.3 Right Of Entry

- 7.3.1 The parties to this Agreement agree to abide by the following protocols regarding Right of Entry at Ramsay Health Care facilities in order to facilitate appropriate communication between union representatives and local Management. It is not the intention of the parties to reduce the right of entry provisions contained in the *Fair Work Act 2009*.

7.3.2 Protocol

Under the *Fair Work Act 2009*, authorised industrial officers of the Union have access to premises for purposes including the inspection of time and wages records and the discussion of matters under the Act.

In order to promote efficient access, as per the *Fair Work Act 2009*, the Parties will seek to apply the following principles:

- (a) Authorised Industrial Officers will endeavour to give at least 24 hours' notice to the appropriate management representative prior to access to the workplace. An 'appropriate management representative' shall be defined as a member of the Hospital's executive team, including but not limited to the Chief Executive Officer and or DoCS, or their representative.
- (b) The appropriate management representative will assist, if requested to do so, in arranging efficient access to the workplace to enable the authorised union official to carry out duties under the *Fair Work Act 2009*.
- (c) The authorised industrial officer will produce their authorisation, if required by the employer or representative.
- (d) If requested by the union official, the employer will provide a designated meeting room where Union meetings can be held. Wherever possible, subject to operational requirements, the Ramsay Health Care Hospital will enable those who wish to attend such meetings to do so.
- (e) Or any other arrangements or protocols as agreed between the parties.

7.4 Safety And Security

- 7.4.1 Ramsay Health Care views the safety and security of its employees, contractors, visitors, patients and the surrounding environment as a high priority and is actively committed to fulfilling all legal and corporate responsibilities by implementing and maintaining policies, practices and procedures to provide for a healthy and safe place to work.
- 7.4.2 All employees are required to comply with OH&S policies and for assisting with the assessment and control of any hazards identified within their area of responsibility.

7.5 Provision of Area for Breastfeeding

In order to assist employees who are wishing to continue breastfeeding upon return to work, the employer will use its best endeavours to:

- (a) Offer rostered shifts conducive to the needs of the lactating mother;
- (b) Provide access to a room within the hospital where privacy is maintained for expressing and breastfeeding;
- (c) Times most suitable for breastfeeding will be consistent with the needs of the organisation and the employee' ability to be relieved from their current workloads

7.6 Workload Management Strategies

7.6.1 Ramsay is committed to ensuring staffing levels are safe and appropriate for the delivery of high quality and safe patient care.

7.6.2 Nursing staffing levels at each ward/unit shall be the responsibility of the facility management and will be determined on the following principles:

- (a) clinical assessment of patient needs;
- (b) occupancy of the ward/unit;
- (c) the skill mix of registered nurses and enrolled nurses
- (d) available support staff
- (e) the demands of the environment such as ward layout; expected admissions and discharges;
- (f) statutory obligations including workplace safety and health legislation;
- (g) the requirements of nurse regulatory legislation, professional standards; and
- (h) reasonable and safe workloads.

7.6.3 Unexpected admissions or discharges will trigger a review of staffing needs at that time with relevant changes being made as appropriate.

Escalation of Workload Concerns

7.6.4 It is understood that:

- (a) unplanned or unexpected increases in demand;
- (b) changes in patient acuity; or
- (c) absenteeism resulting in staffing levels being less than rostered,

may have an impact upon planned workloads. In such situations, the manager in charge will work with the team in reviewing care priorities to ensure optimum patient care, and will use all endeavours to address any adverse impacts, by adopting measures such as:

- (i) allocating float employees to the area,
- (ii) allocating suitably qualified and experienced employees from other work areas within the facility
- (iii) contacting employees who are available to work extra shifts, or organizing agency-nurse replacements, where available

7.6.5 Should an employee, exercising their clinical judgment, feel the workloads are unsafe or are unreasonably heavy and plans are not in place to address the issue as per 7.6.4, they have a responsibility to discuss/escalate their concerns with the Manager or delegated person in charge and to follow up in writing.

7.6.6 The Manager or delegated person in charge will take appropriate action to address the workload concerns within reasonable timeframes either prior to the commencement of the shift and/or during the shift. The Manager will explain the steps taken to address the concerns raised with the employee as soon as possible.

7.6.7 If appropriate action is not taken to address the workload concerns, the employee is encouraged to discuss/escalate the issue to the next level of management and to provide a

copy of the written details that were previously given to the manager in accordance with clause 7.6.5.

- 7.6.8 The Manager shall provide a response, including any proposed actions within a reasonable timeframe.
- 7.6.9 If the matter remains unresolved, the employee is encouraged to escalate the matter to the next level of Management (e.g. Director of Clinical Services or CEO), and attach a copy of the written follow up previously given to the Manager. A copy will also to be sent to Human Resources with the request that the issue be placed on the agenda for the next HCT/LCC meeting.
- 7.6.10 For the purposes of clause 7.6.5, within 6 months of the commencement of this Agreement, Ramsay will investigate the appropriate design and introduction of a template to be used when reporting concerns in writing to ensure all relevant information is collected and a consistent approach is followed. The QNMU will be consulted as part of this process.

7.7 Managing Diversity

The Employer is committed to providing a working environment where everyone is free to achieve their best. This means an environment where diversity is valued by recognising and respecting the differences of all employees. It also refers to the intention to provide an environment that is free from all forms of harassment (including sexual harassment) and discrimination on the basis of race, colour, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, natural extraction or social origin.

- 7.7.1 Harassment is repeated uninvited, unwelcome comments or behaviour. The Employer will not tolerate harassment, including sexual harassment, at any level and disciplinary action (which may include termination of employment) will be taken in substantiated cases.
- 7.7.2 An employee subject to harassing behaviour in the workplace should make the person aware that their behaviour is unwelcome. If the employee does not feel able to bring the matter to attention, or if the behaviour persists, it should be raised with any manager with whom the employee feels comfortable discussing it with, or with one of the appointed and trained Contact Officers in the Hospital.
- 7.7.3 All complaints will be dealt with fairly, promptly and professionally, maintaining confidentiality and endeavouring to ensure protection from victimisation.
- 7.7.4 Awareness sessions for staff will be held on a regular basis to ensure communication of acceptable standards of behaviour in the workplace. Both informal and formal complaint procedures will be detailed in the awareness sessions and are also displayed in the Ramsay Health Care Human Resources Reference Manual.

7.8 Jury Service

- 7.8.1 Jury Service is provided for in the NES. This clause contains additional provisions.
- 7.8.2 An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the base rate of pay the employee would have been paid if the employee was not absent on jury service.
- 7.8.3 Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their base rate of pay for the time the employee was absent on jury service.
- 7.8.4 Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.
- 7.8.5 If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

7.9 Immunisation

- 7.9.1 Where it is a pre-employment requirement, the Employer shall reimburse employees for the cost of any immunisation or x-rays.

- 7.9.2 The Employer shall reimburse employees for the cost of any immunisations, blood tests and/or scans and for any rostered time lost in obtaining same where participation in this activity is compulsory as determined by the Employer.
- 7.9.3 In the case of work related needle stick injuries, the Employer shall reimburse employees for all costs associated with pathology.

SCHEDULE A – CLASSIFICATIONS

These generic level statements are intended as broad descriptions of the role at each level. Specific job descriptions may be developed for individual positions at each level.

Compliance with the Australian Nursing and Midwifery Board of Australia (NMBA) standards for practice is required at each level.

Generic Level Statement	Responsibilities
<p><u>Enrolled Nurse Level 1</u> (With a Notation on the AHPRA Register of Practitioners stating “Does not hold Board-approved qualifications in administration of medicines”)</p> <p>The Enrolled Nurse is an associate to the Registered Nurse who demonstrates competence in the provision of patient-centred care as specified by the registering authority’s licence to practise, educational preparation and context of care.</p> <p>Core practice generally requires the EN to work under the direct or indirect supervision of the RN. At all times, the EN retains responsibility for his/her actions and remains accountable in providing delegated nursing care. The need for the EN to have a named and accessible RN at all times and in all contexts of care for support and guidance is critical to patient safety.</p> <p>It is essential that the enrolled nurse is registered by the NMBA and appears on the AHPRA Register of Practitioners as an Enrolled Nurse.</p> <p>The scope of practice will increase as the enrolled nurse advances through this level.</p>	<p>The Enrolled Nurse works as a part of the health care team based on the NMBA Enrolled Nurse Standards for Practice to advocate for and facilitate the involvement of individuals, their families and significant others in assisting the Registered Nurse in the planning and evaluating care and progress towards health outcomes.</p> <p>These NMBA Standards for Practice Domains are grouped as follows:</p> <p>Professional and collaborative practice</p> <p>The professional and collaborative practice domain relates to the legal, ethical and professional foundations from which all competent ENs respond to their environment. The domain reflects the responsibilities of the EN to maintain currency and to demonstrate best practice. The standards are:</p> <ul style="list-style-type: none"> • functions in accordance with the law, policies and procedures affecting EN practice • practises nursing in a way that ensures the rights, confidentiality, dignity and respect of people are upheld, and • accepts accountability and responsibility for own actions. <p>Provision of care</p> <p>The provision of care domain relates to the intrinsic care of individuals or groups entrusted to the EN. It encompasses all aspects of care from assessment to engaging in care, and includes health education and evaluation of outcomes. The standards are:</p> <ul style="list-style-type: none"> • interprets information from a range of sources in order to contribute to planning appropriate care • collaborates with the RN, the person receiving care and the healthcare team when developing plans of care • provides skilled and timely care to people receiving care and others whilst promoting their independence and

Generic Level Statement	Responsibilities
	<p>involvement in care decision-making, and</p> <ul style="list-style-type: none"> communicates and uses documentation to inform and report care. <p>Reflective and analytical practice</p> <p>The reflective and analytical practice domain relates to the ability of the EN to reflect on evidence-based practice and ensure currency of essential knowledge and skills, to care for the personal, physical and psychological needs of themselves and others. The standards are:</p> <ul style="list-style-type: none"> provides nursing care that is informed by research evidence practises within safety and quality improvement guidelines and standards, and engages in ongoing development of self as a professional. <p>The NMBA Enrolled Nurse Standards for Practice are available on the NMBA website at http://www.nursingmidwiferyboard.gov.au/Codes-Guidelines-Statements/Professional-standards.aspx</p>

Generic Level Statement	Responsibilities
<p><u>Enrolled Nurse Level 2</u> Without Notation on the AHPRA Register of Practitioners</p>	
<p>The Endorsed Nurse without Notation holds Board-approved qualifications in the administration of medicines.</p>	<p>In addition to the Enrolled Nurse statements above, the EN without Notation administers medicines within his/her individual scope of practice.</p>

Generic Level Statement	Responsibilities
<p><u>Level 1 – Registered Nurse/Midwife*</u></p>	
<p><i>* Where the term Registered Nurse/Midwife appears within this document, this will mean either a Registered Nurse, a Midwife or an employee with dual registration as a Nurse and Midwife.</i></p> <p>The Registered Nurse/Midwife is the first level nurse/midwife who is authorised to practise nursing/midwifery without supervision and who assumes accountability and responsibility for their own actions and acts to rectify unsafe nursing/midwifery practice and/or unprofessional conduct. It is essential that the nurse/midwife is registered by the NMBA and</p>	<p>The Registered Nurse/Midwife gives direct nursing/midwifery care based on the NMBA Registered Nurse Standards for Practice to a group of patients/clients in collaboration with the Level 2 CN/Level 3/NUM.</p> <p>These NMBA Registered Nurse Standards for Practice are grouped as follows:</p> <ol style="list-style-type: none"> 1. Thinks critically and analyses nursing practice. 2. Engages in therapeutic and professional relationships. 3. Maintains the capability for practice.

Generic Level Statement	Responsibilities
<p>appears on the AHPRA Register of Practitioners as a Registered Nurse/Midwife.</p> <p>The scope of practice will increase as the Registered Nurse/Midwife advances through this level.</p> <p>The nurse/midwife may be a beginning practitioner or a Registered Nurse/Midwife returning to the field after a period of absence.</p>	<ol style="list-style-type: none"> 4. Comprehensively conducts assessments. 5. Develops a plan for nursing practice. 6. Provides safe, appropriate and responsive quality nursing practice. 7. nursing practice. 8. Evaluates outcomes to inform nursing practice. <p>The multiple elements within each of the NMBA Registered Nurse Standards for Practice are available on the NMBA website at http://www.nursingmidwiferyboard.gov.au/Codes-Guidelines-Statements/Professional-standards.aspx</p>

Generic Level Statement	Responsibilities
<u>Level 2 – Clinical Nurse</u>	
<p>A Level 2 – CN means a Registered Nurse (or Registered Midwife if working within the Maternity Unit), who is appointed as such.</p> <p>The L2 – CN role requires a broad developing knowledge in professional nursing issues and a sound, specific knowledge-base in relation to a field of practice.</p> <p>The L2-CN assumes accountability for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct.</p> <p>A L2-CN/Midwife identifies, selects, implements and evaluates nursing interventions that have less predictable outcomes and provides support and direction to Enrolled Nurses, Registered Nurses, Registered Midwives and other non-registered nursing personnel.</p> <p>The L2-CN is able to demonstrate:</p> <ul style="list-style-type: none"> • advanced level clinical skills and problem-solving skills • planning and co-ordination skills in the clinical management of patient care • ability to work within a collegiate/team structure • awareness of and involvement with the quality assurance process • contribution to professional practice of the unit. 	<ol style="list-style-type: none"> 1. Gives direct care to a group of patients/clients 2. May relieve Level 3 or NUM positions. 3. Acts as a role model for ENs, RNs, RMs and other non-registered personnel in the provision of holistic patient/client care. 4. Takes additional responsibility delegated from the NUM which clearly differentiates the role from that of the RN/M e.g.: <ul style="list-style-type: none"> • planning and co-ordination of ward/unit education programmes and other staff development activities • orientation of new staff • preceptorship for new staff 5. Participates in nursing policy review and initiatives. 6. Co-operates with other L2-CN's in relation to development programs and initiatives. 7. Facilitates process to promote a safe working environment.

Generic Level Statement	Responsibilities
<u>Level 3 – Clinical Nurse Consultant</u>	
<p>The L3-CNC is an employee appointed as such, who is a Registered Nurse (or a Registered Midwife if working in the Maternity Unit). The L3-CNC is a proficient practitioner who is responsible for the management of delegated healthcare or associated portfolios.</p> <p>The L3-CNC demonstrates:</p> <ul style="list-style-type: none"> an advanced level of clinical skills proficiency in the delivery of nursing care leadership qualities <p>The L3-CNC fulfils the function of:</p> <ul style="list-style-type: none"> change agent role model patient/client/staff educator <p>The L3-CNC has the authority to carry out tasks as delegated within their Scope of Practice and detailed in their position description which may include; patient care, quality, management or safety responsibilities</p>	<ol style="list-style-type: none"> May give direct care to a group of patients/clients May relieve NUM positions. Acts as a role model for ENs, RNs, RMs and other non-registered personnel. Manages their delegated portfolio/s as required. Has sound knowledge and the ability to apply relevant legislation, guidelines and NMBA standards.

Generic Level Statement	Responsibilities
<u>After Hours Manager (200+ beds)</u>	
<p>The AHM is an employee appointed as such, who is a Registered Nurse, accountable for the safe and efficient management of employees and subsequent patient care out of hours where the size of the facility managed equals or exceeds 200 active beds. Active beds may or may not have patients in them but are available and ready to be allocated if necessary. This classification applies where the greater portion of the shift worked is after 6:00 pm Monday to Friday or on weekends or public holidays when the employee is delegated as the senior Nurse in charge of the Hospital.</p>	<ol style="list-style-type: none"> Leads by example and establishes, demonstrates and reinforces: <ul style="list-style-type: none"> Ramsay Health Care values Required customer service standards Required quality standards Together with excellent organisational skills and the provision of advanced clinical advice, the AHM manages any unusual or unexpected occurrences within the facility out-of-hours and delegates appropriate action with the objective of ensuring optimal patient care and employee safety. Escalates emergency situations as necessary to the relevant on-call team and/or Executive Team Member.

Generic Level Statement	Responsibilities
<u>Nurse/Midwifery Unit Manager (NUM) (MUM)</u>	
<p>The NUM/MUM is an employee appointed as such, who is a Registered Nurse, or Registered Midwife or both, accountable for the</p>	<ol style="list-style-type: none"> Leads by example and establishes, demonstrates and reinforces: <ul style="list-style-type: none"> Ramsay Health Care values

Generic Level Statement	Responsibilities
<p>management of human and material resources for a specified group of clinical units.</p> <p>The NUM/MUM collaborates with and delegates to, L2 and L3 RNs to facilitate the provision of quality, cost-effective nursing care. The NUM/MUM will have one or more of the following levels of responsibility:</p> <ul style="list-style-type: none"> • 18 bed or more inpatient ward, or; • 15 bed or more day unit, or; • 4 bed or more critical care beds (excluding nursery cots), or; • Operating Theatres, or; • An Emergency Department available to the public 24/7. 	<ul style="list-style-type: none"> • Required customer service standards • Required quality standards <ol style="list-style-type: none"> 2. Provides financial management, budget preparation and cost control within the specified units. 3. Allocates and rosters staff to provide appropriate skill mix and optimum patient/client care. 4. Co-ordinates staff leave. 5. Participates in staff selection process 6. Manages annual staff appraisal process and becomes involved in the development of individual staff members. 7. Builds and maintains effective working relationship with visiting VMOs. 8. Manages clinical and OH&S risk. 9. Has sound knowledge and the ability to apply relevant legislation, guidelines and NMBA standards.

Generic Level Statement	Responsibilities
<u>Level 4 – Assistant Director of Clinical Services (ADoC)</u>	
<p>The ADoC is an employee appointed as such and is a Registered Nurse/Midwife or both who provides clinical leadership, clinical workforce management and operational leadership as part of the Hospital Management team to support the DOCS and to assist the Hospital to meet its patient, business and workforce objectives.</p> <p>The ADoC may be responsible for a variety of portfolios as delegated to achieve these aims including:</p> <ul style="list-style-type: none"> • Human Resources • Selection and Development of employees • Clinical care of patients • Policy Development • Design of educational programs • Quality • WPH&S • Nursing Administration • Marketing • Patient Feedback 	<ol style="list-style-type: none"> 1. Acts as an expert consultant on nursing matters and contributes to policy development. 2. Deputises for DoCS when required. 3. Is a member of the Hospital Management Team.

SCHEDULE B – WAGE RATES

Classification	Base Rates of Pay <i>(NOTE: wage increases take effect from the first full pay period commencing on or after the operative date)</i>			
	1/10/2022	26/6/2023	1/10/2023	1/10/2024
		2.50%	3.50%	3.50%
Assistant in Nursing				
AIN 1	\$27.28	\$27.96	\$28.94	\$29.95
AIN 2	\$28.06	\$28.76	\$29.77	\$30.81
AIN 3	\$29.63	\$30.37	\$31.43	\$32.53
Enrolled Nurse Level 1				
EN 1	\$32.59	\$33.40	\$34.57	\$35.78
EN 2	\$33.28	\$34.11	\$35.30	\$36.54
EN 3	\$33.97	\$34.82	\$36.04	\$37.30
EN 4	\$34.67	\$35.54	\$36.78	\$38.07
EN 5	\$35.35	\$36.24	\$37.51	\$38.82
Enrolled Nurse Level 2				
EEN 1	\$33.20	\$34.03	\$35.22	\$36.45
EEN 2	\$33.89	\$34.74	\$35.95	\$37.21
EEN 3	\$34.64	\$35.50	\$36.75	\$38.03
EEN 4	\$35.28	\$36.17	\$37.43	\$38.74
EEN 5	\$35.96	\$36.86	\$38.15	\$39.49
EEN 6	\$36.40	\$37.31	\$38.61	\$39.96
Registered Nurse / Midwife Level 1				
RN 1.1	\$36.40	\$37.31	\$38.61	\$39.96
RN 1.2	\$38.15	\$39.11	\$40.47	\$41.89
RN 1.3	\$40.10	\$41.10	\$42.54	\$44.03
RN 1.4	\$41.67	\$42.71	\$44.21	\$45.75
RN 1.5	\$43.43	\$44.51	\$46.07	\$47.68
RN 1.6	\$45.19	\$46.32	\$47.94	\$49.62
RN 1.7	\$46.95	\$48.13	\$49.81	\$51.55
RN 1.8	\$49.19	\$50.42	\$52.19	\$54.01
Registered Nurse / Midwife Level 2 (Clinical Nurse / Midwife)				
RN 2.1	\$49.83	\$51.08	\$52.86	\$54.72
RN 2.2	\$51.23	\$52.51	\$54.34	\$56.25
RN 2.3	\$52.15	\$53.45	\$55.32	\$57.26
RN 2.4	\$53.57	\$54.91	\$56.83	\$58.82
Registered Nurse / Midwife Level 3				
RN 3.1	\$56.73	\$58.14	\$60.18	\$62.29
RN 3.2	\$58.06	\$59.52	\$61.60	\$63.76

Classification	Base Rates of Pay <i>(NOTE: wage increases take effect from the first full pay period commencing on or after the operative date)</i>			
	1/10/2022	26/6/2023	1/10/2023	1/10/2024
		2.50%	3.50%	3.50%
RN 3.3	\$59.39	\$60.88	\$63.01	\$65.22
RN 3.4	\$61.04	\$62.56	\$64.75	\$67.02
After Hours Manager 200+beds				
AHM 200+	\$62.00	\$63.55	\$65.77	\$68.08
Nurse / Midwife Unit Manager				
NUM / MUM 1	\$62.06	\$63.61	\$65.84	\$68.14
NUM / MUM 2	\$64.88	\$66.50	\$68.83	\$71.24
NUM / MUM 3	\$66.50	\$68.16	\$70.55	\$73.02
NUM / MUM 4	\$67.15	\$68.83	\$71.24	\$73.73
Level 4 (Assistant Director of Clinical Services)				
50 - 150 beds	\$67.19 \$69.15 (16/1/23)	\$70.88	\$73.36	\$75.93
150-200 beds	\$72.30	\$74.11	\$76.71	\$79.39
200+ beds	\$77.44	\$79.38	\$82.16	\$85.03

SCHEDULE C – CONDITIONS SPECIFIC TO CAIRNS FACILITIES

CONDITIONS EXCLUSIVE TO EMPLOYEES AT CAIRNS FACILITIES

(Resulting from the amalgamation of separate Enterprise Agreements in 2012)

1. Natural Disaster Leave

A full-time employee or part-time employee at any of the Cairns facilities, shall be entitled to claim paid leave in any calendar year out of and to the extent of the employee's sick leave, annual leave and or time off in lieu credit entitlements on account of genuine physical inability to attend for a rostered period of duty as a direct result of a natural disaster or impending natural disaster or cyclonic disturbance or the effects thereof (e.g. because of flooding of access roads, high winds causing travel to be unsafe).

Where a natural disaster is declared within a 50 kilometre radius of the hospital which has implications either personal or professional for the employees covered by this Agreement, the CEO shall contact the State Manager for advice regarding support that may be available.

It is acknowledged that due to the importance of national consistency, Corporate and in some cases, Board approval may be required when determining the appropriate response.

Individual employees who feel that their case has not been given due consideration are able to put their details in writing and forward this directly to the CEO with a copy to the State Manager.

2. Breaks Between Shifts For Theatre Staff

Subject to b) below, unless there is a mutual agreement or an exceptional circumstance, the overall expectation is that no employee who works overtime will be required to recommence their next rostered shift without a 10-hour break.

Before leaving the theatre, the employee will discuss with the person in charge, when they are to return to work and who will be appointed to back-fill their next shift if necessary, in order for them to have a 10-hour break.

3. Early Distribution of Christmas Roster

Unit Managers in Cairns will have Christmas rosters displayed six weeks in advance. Employees are asked to give any leave requests for this period to their Manager at least ten weeks prior to Christmas so all requests can be considered. Please note this roster is subject to change and should be checked regularly.

4. Wearing Lead Aprons

The wearing of lead aprons or similar apparel is to be kept to periods of less than 2 hours wherever possible. Rest breaks are to be prioritised based on the length of time an employee has been wearing lead aprons or similar apparel if periods of more than 2 hours are involved.

5. Industrial Relations Training and Conference Leave - Cairns

Paid leave of absence of up to 5 days per QNMU member per annum will be granted to employees to attend Trade Union Training, ACTU or specified Union training courses approved by the State Executive of the Union provided prior approval is obtained from the Hospital.

Up to 3 QNU delegates may each utilize up to 3 days extra leave per annum in addition to the 5 days leave available under clause 6.17 to attend QNMU annual conference. Hospital management undertake to contact the QNU to discuss any difficulties arising in relation to the leave applications.

Leave of absence granted pursuant to this clause shall count as service for all purposes.

6. Uniforms

Due to the tropical climate found in Cairns, the following allocation will apply:

Full time	4 tops and 3 bottoms
Part-time > 0.5	3 tops and 2 bottoms
Casual & Part-time < 0.5	2 tops and 2 bottoms

SCHEDULE D – CONDITIONS SPECIFIC TO GREENSLOPES PRIVATE HOSPITAL

PART A - CONDITIONS EXCLUSIVE TO EMPLOYEES AT GREENSLOPES PRIVATE HOSPITAL

(Resulting from the combining of separate Enterprise Agreements in 2023)

1. Night Shift Recruitment and Retention Special Payment

Full time and part time Registered Nurses/Midwives Level 1, 2 and 3 and Enrolled Nurses who work a shift for which a night shift penalty is payable shall receive an additional NSR&RSP of \$13.50 per shift. This payment is not applicable when the majority of shift that is worked falls between 12:00 am Saturday and 12:00 a.m. Monday or on a public holiday.

2. Banking of Hours-Intensive Care Unit (ICU), Coronary Care Unit (CCU) and Maternity Unit

- 2.1 A full-time or part-time (permanent) employee working in either ICU or CCU may, by agreement made daily, weekly or fortnightly, elect to ‘flex their shifts’ either by increasing or decreasing the hours worked, according to workload or occupancy, without impacting their rostered take home pay. Such an arrangement will be by mutual agreement in writing.
- 2.2 The hour’s bank debit and credit limit will reflect each individual staff member’s contracted hours per week, i.e. a full time staff member’s limits would be -40 hours debit or +40 hours credit.
- 2.3 Those staff members utilising the Banking of Hours option must commence an “Hours Bank Account”. All aspects of this account must be completed and authorised by the Nurse Unit Manager, or person delegated as in charge of the shift in the absence of the Nurse Unit Manager, or Assistant Director of Nursing Services at the time of debit or crediting hours in the bank.
- 2.4 Hours can be “flexed” by the hour, part shift, or whole shift by mutual agreement with the employer.
- 2.5 Staff members who participate in the Hours Bank model may still elect to be paid overtime rates at times rather than accrue hours at ordinary rate i.e., hour for hour, in their bank.
- 2.6 The Nurse Unit Manager is responsible for ensuring that debit and credit limits are in accordance with contracted hours and for keeping accurate records. Accurate records must be kept by the employer and made available to the employee upon request.
- 2.7 Shift and weekend penalties applying to banked hours will be converted to hours for the purpose of bank totals. This will be for both banking and paying back purposes. The following table shows examples of what you would either owe or be credited for 8 and 12 hour shifts. Any applicable night shift bonus (clause 4.10) will be paid during the pay period that the shift was worked.

SHIFT TIMES/DAYS	8 HOURS	12 HOURS
EVENINGS (12.5%)	9	13.5
NIGHTS (20%)	9.6	14.4
SATURDAYS (50%)	12	18
SUNDAYS (75%)	14	21

- 2.8 When the employee withdraws from the bank, shift and weekend penalties are not payable regardless of the rostered shift being swapped for the banked hours as the penalties have already been ‘paid’ into the employee’s bank as per 2.7 above.
- 2.9 Either party (management or employee), can withdraw from the banking of hours by providing advice in writing to the other party, effective immediately. The employee’s credit or debit in their account at the time of the withdrawal must equal zero within four weeks from withdrawal.
- 2.10 Should the employee apply for any leave (paid or unpaid) exceeding two (2) weeks, the bank balance must be zero (0) prior to leave commencing.
- 2.11 On termination of an employee’s employment, the Nurse Unit Manager must provide the pay office with written confirmation of the number of hours in debit or credit to ensure the final pay is adjusted correctly.

3. Day Shifts Commencing Before 6.00 a.m.

Where day shifts commence before 6.00 a.m. a 20% penalty shall apply to all time worked prior to 6.00 a.m. For example, if the shift commences at 5.00 a.m., the employee will be paid a 20% penalty for one hour of that day shift.

4. Fatigue - On call on a Sunday

As a general guideline, unless mutually agreed between the employee and employer, or unless exceptional circumstances apply, an employee will not be placed on call on a Sunday if rostered to work the following Monday.

5. Voluntary Additional Hours or Shifts – Part-Time Employees

Subject to the provisos in this sub-clause, the Employer and an employee may agree that the employee is to work additional hours or additional shifts in:

- (a) the classification in which the employee is currently engaged; or
- (b) in a lower classification covered by this Agreement:

Provided that:

- (i) the working of additional hours or shifts is at the instigation of the employee concerned; and
- (ii) such additional hours or shifts do not exceed the ordinary hours permitted by this Agreement to be worked by a full-time employee without overtime payment; and
- (iii) such additional hours or shifts are to be paid at the ordinary time rate of pay relevant to the work performed in those additional hours or shifts; and

Provided further that an employee may seek to work additional hours or shifts to attain additional skills and to this end, where so agreed by the Employer, appropriate training must be provided by the Employer; provided further that hours worked in excess of those ordinary hours permitted by this Agreement for a full-time employee shall attract the overtime rate of pay.

6. Handover Time

Upon commencement or cessation of each nursing shift there will be provision for handover between outgoing and incoming nursing staff so as to provide sufficient time for the reading of relevant patient documentation and clarification of any patient care issues from outgoing staff.

7. Additional Leave for permanent night shift.

- (a) Where a permanent employee who works only night shifts during the year (anniversary to anniversary), and therefore has not had the opportunity to work 20x20x20 which would allow them to accumulate an extra week of leave, they are to be regarded as a continuous shift worker for the purposes of the extra week of annual leave (no loading). Part-time employees shall be entitled to a pro-rata benefit.
- (b) Exceptions to this rule may apply in the following circumstances:
 - To ensure appropriate training, or
 - If, to fulfil an employee's contracted hours the Unit only offers a shift other than a night shift.
 - Where additional ad hoc shifts are worked at the request of the employer e.g. sick leave relief.

8. Natural Disasters

Where a natural disaster is declared within a 50 kilometre radius of the hospital which has implications either personal or professional for the employees covered by this Agreement, the CEO shall contact the State Manager for advice regarding support that may be available.

It is acknowledged that due to the importance of national consistency, Corporate and in some cases, Board approval may be required when determining the appropriate response.

Individual employees who feel that their case has not been given due consideration are able to put their details in writing and forward this directly to the CEO with a copy to the State Manager.

9. Attendance at Meetings and Fire Drills

- (a) Any employee required to work outside the ordinary hours of work in satisfaction of the requirements for compulsory in service such as fire safety practices (fire drill and evacuation procedures), shall be entitled to be paid the "ordinary rate" for the actual time spent in attendance at such practices. In lieu of receiving payment, employees may, with the agreement of the employer, be permitted to be free from duty for a period

of time equivalent to the period spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.

- (b) Any employee required to attend Health and Safety Committee and/or Board or Management Meetings in the capacity of the employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive payment at “the ordinary rate” for the actual time spent in attendance at such meetings.
- (c) In lieu of receiving payment, employees may, with the agreement of the employer, be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this agreement.
- (d) For the purposes of this clause “ordinary rate” shall include any loading payable to those employees engaged as casual employees.

10. Uniform Allocation

- (a) Where the employer elects to provide the uniform free of charge at GPH, the following allocation will apply for nursing uniforms (not scrubs) as a minimum:

Full time - initial allocation upon employment (pro-rata for part time)	4 tops, 3 bottoms, 1 knit
Full time - second and subsequent years	3 tops, 2 bottoms, 1 knit
Part time - second and subsequent years	2 tops, 1 bottom, 1 knit
Casual	1 top, 1 bottom, 1 knit

- (b) For part time and casual employees, applications for more uniforms may be made if the employee is regularly rostered in excess of 2 shifts per week.
- (c) Applications to replace damaged or ill-fitting uniforms or for a supply of maternity uniforms outside of the re-order period, may be made directly to the manager in charge of uniform distribution.

11. Local Consultative Committee (LCC)

A LCC has been established to implement and monitor the terms of this Agreement. The LCC will consist of the QNU, representatives of employees and management of the hospital. There are to be equal numbers of Employees and Managers at the meetings.

Purpose

The purpose of the LCC is to provide a conduit for the exchange of information and ideas between management and staff. It is intended that a standing agenda for the LCC meetings, to be held quarterly each year, will include but not necessarily be limited to:

- (i) Ensure staff are educated and informed in relation to this Agreement
- (ii) Ensure fair, consultative and participative practices are implemented throughout the negotiations and during the implementation of the Agreement
- (iii) Oversee the implementation and evaluation of this Agreement
- (iv) Sharing of new and innovative ideas;
- (v) Updates on Ramsay Health Care performances;
- (vi) Feed back to management on employee issues/grievances or industrial relations matters
- (vii) Provide a forum to discuss standard workload issues

The LCC will not replace or replicate tasks or functions required of other Teams or Committees existing within the Hospital.

Issues raised at the LCC, which should rightly be dealt with by already existing Committees or positions, shall be referred to that Committee or position, by the Chairperson.

The LCC will operate in accordance with its written terms of reference, which may only be amended from time to time by consensus.

Meetings will be conducted during normal business hours and representatives will be paid ordinary time for the time spent at the meeting.

PART B – VOLUNTARY 12 HOUR SHIFTS AT GREENSLOPES PRIVATE HOSPITAL

The purpose of the arrangements outlined in this Part is:

- (a) To ensure the workplace health and safety of employees working twelve (12) hour shifts;
- (b) To ensure that neither party is either advantaged or disadvantaged in relation to terms and conditions that currently exist within this Agreement; and
- (c) To ensure 12 hours shifts under these arrangements are workable and are monitored and evaluated appropriately.

GRIEVANCE SETTLING

Matters relating to the interpretation, application or operation of this clause are to be handled in accordance with the Grievance and Dispute clause of this Enterprise Agreement.

1. DEFINITIONS

Twelve (12) hour shift - shall mean a shift of twelve continuous ordinary hours exclusive of a 30-minute meal break, for example 7.00 am to 7.30 pm including a 30 minute unpaid meal break.

2. PARTICIPATION AND WITHDRAWAL FROM WORKING 12-HOUR SHIFTS

- 2.1 Participation in the twelve (12) hour shift arrangements set out in this Agreement will be on a voluntary basis.
- 2.2 Staff who do not participate in the twelve (12) hour shift arrangement will continue to work in the relevant unit within the current arrangements as applicable to employees not working 12 hour shifts as outlined in this Enterprise Agreement.
- 2.3 Staff who participate in the twelve (12) hour shift arrangement may subsequently elect to revert to the standard non-12 hour shift arrangements contained within this Agreement by giving four (4) weeks' notice of their intention to do so without career detriment. In exceptional circumstances, including emergency extended sick leave, the employer may waive the requirement to give four (4) weeks' notice.
- 2.4 To participate in twelve (12) hour shift arrangements, staff will sign and date a form to indicate their agreement to participate. Should staff wish to withdraw from the arrangements, that same form will also record their signature and the date at which participation ceases.

3. TERMS AND CONDITIONS

- 3.1 Hours of work -- Ordinary hours shall be worked and paid in accordance with the relevant provisions in the Agreement, subject to the provisions of this clause.

The ordinary hours of work shall be an average of thirty-eight (38) hours per week, but no greater than 152 hours in any one four week cycle, to be worked according to a roster agreed between the Employer and employee.
- 3.2 Payment of Ordinary Hours -- Nurses working shifts of twelve (12) ordinary hours will be paid at ordinary rates of pay plus shift and weekend allowances as applicable.
- 3.3 Extra Payment for Shifts -- Levels 1, 2 and 3 Registered Nursing Classifications and Enrolled Nurse Classifications -- For the purpose of identifying and paying the appropriate shift allowance under this clause, the same shift definitions as are prescribed in this Agreement shall apply, for example 7.00 pm to 7.30 am will attract a night shift penalty.
- 3.4 Extra Payment for Weekend Work – Levels 1, 2 and 3 Registered Nursing Classifications and Enrolled Nurse Classifications -- For the purpose of identifying and paying the appropriate extra payment for weekend work under this clause, the same eligibility definitions as are prescribed in this Agreement Clause 5.7 (Weekend Work) shall apply.
- 3.5 Overtime -- An employee working in accordance with this Agreement will not be required to and will not perform overtime immediately before or following a rostered twelve (12) hour shift.
- 3.6 Meal Breaks

Meal breaks - a 12-hour shift will allow for a 1 x 30 minute unpaid meal break and a 1 x 30 minute meal break of which 25 minutes will be paid and 5 minutes unpaid.
- 3.7 Rest Pauses

Every employee who works a twelve (12) hour shift in accordance with this Agreement is entitled to one (1) rest pause of 20 minutes duration in the Employer's time.

This may be taken as 2 x 10 minute rest pauses as mutually agreed with the Employer.

All rest pauses shall be taken at a time to suit the convenience of the Employer and so as not to interfere with the continuity of work where continuity, in the opinion of the Employer, is necessary.

3.8 Days Free from Rostered Work

Each employee shall be allowed three (3) whole consecutive days off in each week. Provided that in lieu of three (3) whole consecutive rostered days off in each week, an employee may be allowed in each fortnightly period either two (2) consecutive days off in one (1) week and four (4) consecutive days off in the other week.

3.9 Roster of Hours

Rosters setting out the employees' days of duty, and starting and finishing times on such days shall be displayed in a place conveniently accessible to employees at least fourteen (14) days before the commencement of each four (4) week work cycle.

An employee may only work up to a maximum of four (4) consecutive 12-hour shifts.

3.10 Breaks Between Shifts

Employees participating in the twelve (12) hour shift arrangements shall be allowed a break of ten (10) hours between the termination of one shift and the commencement of another shift. This break cannot be reduced.

3.11 Annual Leave -- An employee working the 12-hour shift arrangement will be eligible to accrue annual leave as per a continuous shift worker if they have worked a minimum of 160 hours as night shifts over a 12-month period, and pro-rata for part-time employees, just as continuous shift workers are entitled to an additional 38 hours paid annual leave according to clauses 6.1(b) and 6.1(c) of this Agreement.

The parties recognise that full-time employees working 12-hours shifts are entitled to accrued days off in accordance with the Award.

4. MONITORING AND EVALUATION

4.1 Monitoring and Evaluation -- The parties will agree to continually monitor the effectiveness of this twelve (12) hour shift arrangement. Such evaluation shall include, but not be limited to, consideration of the following factors:

- (a) Patient outcomes;
- (b) Health and safety;
- (c) Adverse incidents;
- (d) Staff satisfaction;
- (e) Financial implications;
- (f) Sick leave;
- (g) Childcare implications;
- (h) Effects on family and social life;
- (i) Effects on work performance;
- (j) Professional development;
- (k) Communication;
- (l) Effects on management - recruitment and retention; and
- (m) Impact on other work units of the Greenslopes Private Hospital

4.2 The Local Consultative Committee established under this agreement will undertake monitoring and evaluation.

5. OTHER

Participation in Training and Development Activities -- Where an employee working in accordance with this clause participates in training and development activities, management will take a reasonable approach in determining whether an employee either commences duty before, or returns to duty after the activity ceases.

SCHEDULE E – VOLUNTARY 12 HOUR SHIFTS (OTHER THAN GPH)

Grievance Settling

Matters relating to the interpretation, application or operation of this arrangement are to be handled in accordance with the Grievance and Dispute clause of this Agreement.

1. Definitions

Twelve (12) hour shift - shall mean a shift of twelve continuous ordinary hours exclusive of a 30-minute meal break, for example 7.00 am to 7.30 pm including a 30 minute unpaid meal break.

2. Consultation And Ballot Process

2.1 The parties to this Agreement recognise that for these working arrangements to be successful then the changes and measures contained within this schedule need to be implemented through an open consultation process.

2.2 Prior to a 12-hour shift arrangement being implemented in a work area, the Employer shall issue a memo to the employees within the work area with a copy to the QNMU. This memo shall detail the 12-hour shift proposal and what this proposal may mean to rostered shifts should it be implemented. This memo will also detail the ballot process as outlined in 2.3.

2.3 A 12 hour shift arrangement may only be implemented if at least 50% of employees within the work area who will be directly affected, vote in favour of such an arrangement. Prior to the ballot being conducted, employees will be encouraged to participate in the consultative processes by allowing adequate time to understand, analyse and respond to any information or proposals in relation to the implementation of the 12 hour shift.

2.4 If a work area votes in favour of a 12 hour shift arrangement, individual employees still retain their right to volunteer to participate

3. Participation and Withdrawal from Working 12-Hour Shifts

3.1 Participation in twelve (12) hour shifts will be on a voluntary basis and subject to management approval.

3.2 Staff who do not participate in the twelve (12) hour shift arrangement will continue to work in the Unit within the current arrangements as applicable to employees not working 12 hour shifts as outlined in this Agreement.

3.3 Staff who participate in the twelve (12) hour shift arrangement may subsequently elect to revert to the standard non 12-hour provisions contained within this Agreement by giving two (2) weeks' notice in writing of their intention to do so without career detriment. In exceptional circumstances, including emergency extended sick leave, the employer may waive the requirement to give two (2) weeks' notice.

3.4 To participate in twelve (12) hour shift arrangements, the employee will sign and date a copy of the attached form to indicate their agreement to participate.

3.5 Management may elect to withdraw the offer of 12-hour shifts from the roster if the needs of the business deem this necessary. A minimum of two weeks' notice in writing of this change of roster will be required.

4. Terms and Conditions

4.1 **Hours of work** – Ordinary hours shall be worked and paid in accordance with the relevant provisions in the Agreement, subject to the provisions of this clause.

The ordinary hours of work shall be an average of 38 hours per week, but no greater than 152 hours in a four week cycle, to be worked according to a roster agreed between the Employer and employee.

4.2 **Payment of Ordinary Hours** – Nurses working shifts of twelve (12) ordinary hours will be paid at ordinary rates of pay plus shift and weekend allowances as applicable.

4.3 **Combination of Shifts**

An employee working 12 hour shifts may also work a combination of other shifts less than 12 hours.

4.4 **Extra Payment for Shifts**

AINs, Enrolled Nurses and Registered Nurses at Levels 1, 2 and 3 – For the purpose of identifying and paying the appropriate shift allowance under this clause, the same shift definitions as are prescribed in Clause 5.7 Shift Penalties of this Agreement, shall apply, for example 7.00 pm to 7.30 am will attract a night shift penalty.

4.5 Extra Payment for Weekend Work

Levels 1, 2 and 3 Registered Nursing Classifications and Enrolled Nurse Classifications – For the purpose of identifying and paying the appropriate extra payment for weekend work under this clause, the same eligibility definitions as are prescribed in clause 5.6 (Weekend Work) shall apply.

4.6 Meal Breaks

A 12-hour shift will allow for a 1 x 30 minute unpaid meal break and a 1 x 30 minute meal break which will be paid. The first meal break is to be taken from the 4th and before the 6th hour and the second from the 9th and before the 11th hour of work.

4.7 Rest Pauses

Every employee who works a twelve (12) hour shift in accordance with this Agreement is entitled to one (1) rest pause of 20 minutes duration in the Employer's time.

This may be taken as 2 x 10 minute rest pauses as mutually agreed with the Employer.

All rest pauses shall be taken at a time to suit the convenience of the Employer and so as not to interfere with the continuity of work where continuity, in the opinion of the Employer, is necessary.

4.8 Days Free from Rostered Work – For employees working only 12-hour shifts and not a combination of different length shifts

Each employee shall be allowed three (3) whole consecutive days off in each week. Provided that in lieu of three (3) whole consecutive rostered days off in each week, an employee may be allowed in each fortnightly period either two (2) consecutive days off in one (1) week and four (4) consecutive days off in the other week.

4.9 Days Free from Rostered Work – variation of shifts.

Those employees working a variation of shift lengths including the 12-hour shift will have days free from work in accordance with the existing Agreement.

4.10 Roster of Hours

Rosters setting out the employees' days of duty, and starting and finishing times on such days shall be displayed in a place conveniently accessible to employees at least seven (7) days before the commencement of each two (2) week work cycle.

An employee may only work up to a maximum of four (4) consecutive 12-hour shifts, with a maximum of 3 such shifts being the same. For example, one day shift and 3 night shifts.

4.11 Starting Times

12-hour shifts shall commence from either; 6.00 a.m., 6.00 p.m., 7.00 a.m., 7.00 p.m., 8.00 a.m., 8.00 p.m. Any variations to these times will be by mutual agreement only.

4.12 Breaks Between Shifts

Employees participating in the twelve (12) hour shift arrangements shall be allowed a break of ten (10) hours between the termination of one shift and the commencement of another shift. This break cannot be reduced.

4.13 Annual Leave

An employee working the 12-hour shift arrangement will be eligible to accrue annual leave as per a continuous shift worker if they have worked a minimum of 20 night shifts and 20 day shifts over a 12-month period, and pro-rata for part-time employees, just as continuous shift workers are entitled to an additional 38 hours paid annual leave according to clauses 6.1(b) and (c) of this Agreement.

4.14 Taking of Leave

Leave when taken and approved for payment is to be paid as per the roster for the day or period in question. For example, if the employee is ill and rostered on to work a 12-hour shift, subject to the usual approval process, 12 hours would be paid.

5. Monitoring and Evaluation

5.1 Monitoring and Evaluation – The Nurse Unit Manager and employees involved with working the 12-hour shift will continually monitor the effectiveness of this shift arrangement. Such evaluation shall include, but not be limited to, consideration of the following factors:

- (a) Patient outcomes;
- (b) Health and safety;
- (c) Adverse incidents;
- (d) Staff satisfaction;
- (e) Financial implications;
- (f) Sick leave;
- (g) Childcare implications;
- (h) Effects on family and social life;
- (i) Effects on work performance;
- (j) Professional development;
- (k) Communication;
- (l) Effects on management - recruitment and retention.

Any adverse findings from this evaluation are to be forwarded to the DCS and Local Hospital Consultative Team for their review and information.

6. Other

Participation in Training and Development Activities – Where an employee working in accordance with this clause participates in training and development activities, management will take a reasonable approach in determining whether an employee either commences duty before, or returns to duty after the activity ceases.

REQUEST TO PARTICIPATE IN 12-HOUR SHIFT ROSTER

If after reading the above conditions you would like to participate on the 12-hour shift roster, please complete the following form and return it to your Nurse Unit Manager.

I, _____ (Name) being an AIN/Registered/Enrolled (delete

as appropriate) Nurse, would like to participate in the 12-hour shift roster.

I am currently employed on a Casual / Part-Time / Full-Time basis with a minimum of hours guaranteed. I would like to work12-hour shifts in a pay fortnight.

I am / am not available for all shifts. (If not available for all shifts, please detail restrictions here)

Signed:

Dated:

✂-----

REQUEST TO WITHDRAW FROM 12-HOUR SHIFT ROSTER

I would like to withdraw from the 12-hour shift roster and provide two weeks' notice from the date shown below. (NB request must be received by NUM at least two weeks prior the date the change is to take effect).

Signed.....

Date withdrawing from 12-hour roster (cannot be less than 2 weeks away)

Name (please Print).....

Please hand this completed form to your NUM either before or on the date signed above.

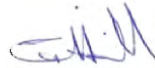
NUM to complete: Request received by NUM on(date)

SIGNATORIES TO AGREEMENT

For: Ramsay Health Care Australia Pty Limited

By: Greg Hall

(print full name of signatory)



(signature)

Chief Operating Officer - Hospitals

(capacity in which signatory has authority to sign)

25/07/2023

(date)

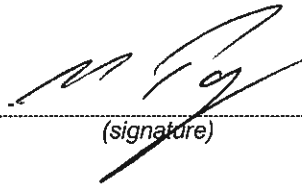
Level 7/479 St Kilda Rd Melbourne 3004

(address of signatory)

For: Gold Coast Day Hospitals Pty Limited

By: Mark Francis Page

(print full name of signatory)



(signature)

CEO & Director

(capacity in which signatory has authority to sign)

25/07/2023

(date)

39 Allchurch Ave, Benowa QLD 4217

(address of signatory)

For: Pindara Day Procedure Centre Pty Limited

By: Andrew John Cary

(print full name of signatory)



(signature)

Chair

(capacity in which signatory has authority to sign)

25/07/2023

(date)


13 Carrara Street, Benowa QLD 4217

(address of signatory)

For: Queensland Nurses and Midwives Union of Employees / Australian Nursing and Midwifery Federation

By: Kathleen Veach

(print full name of signatory)



(signature)

Secretary

(capacity in which signatory has authority to sign)

26/07/2023

(date)

106 Victoria Street, West End QLD 4101

(address of signatory)

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2023/2630

Applicant: RAMSAY HEALTH CARE AUSTRALIA PTY LIMITED

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Peter Ryan, Director ER & Policy, for Ramsay Health Care Australia Pty Limited, give the following undertakings with respect to the Ramsay Health Care Queensland Nurses and Midwives Enterprise Agreement 2023-2025 ("the Agreement"):

1. I have the authority given to me by Ramsay Health Care Australia Pty Limited, Gold Coast Day Hospitals Pty Ltd and Pindara Day Procedure Centre Pty Ltd (the Employers) to provide this undertaking in relation to the application before the Fair Work Commission.
2. The Employers undertake that an Assistant in Nursing at AIN 1, AIN 2 and AIN 3 will be paid no less than the rate of \$30.37.
3. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



13 September 2023

Signature

Date