



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

St Andrew's Toowoomba Hospital
(AG2023/5384)

ST ANDREW'S TOOWOOMBA HOSPITAL AND THE AUSTRALIAN WORKERS' UNION OF EMPLOYEES, QUEENSLAND ENTERPRISE AGREEMENT – SUPPORT SERVICES 2023

Health and welfare services

COMMISSIONER YILMAZ

MELBOURNE, 12 JANUARY 2024

Application for approval of the St Andrew's Toowoomba Hospital and the Australian Workers' Union of Employees, Queensland Enterprise Agreement – Support Services 2023

[1] An application has been made for approval of an enterprise agreement known as the *St Andrew's Toowoomba Hospital and the Australian Workers' Union of Employees, Queensland Enterprise Agreement – Support Services 2023* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by St Andrew's Toowoomba Hospital. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 are relevant to this application for approval and have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in ss.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

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

[4] The Agreement is approved and in accordance with s.54, will operate from 19 January 2024. The nominal expiry date of the Agreement is 12 January 2027.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer
<AE523103 PR770190>



**ST ANDREW'S TOOWOOMBA HOSPITAL AND THE
AUSTRALIAN WORKERS' UNION OF EMPLOYEES,
QUEENSLAND ENTERPRISE AGREEMENT -
SUPPORT SERVICES 2023**

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Agreement shall be known as the *St Andrew's Toowoomba Hospital and the Australian Workers' Union of Employees, Queensland Enterprise Agreement – Support Services 2023*.

1.2 Arrangement

The Agreement is arranged as follows:

Subject Matter	Clause Number
PART 1 - APPLICATION AND OPERATION	
Title.....	1.1
Arrangement.....	1.2
Application and Parties Covered.....	1.3
Date and period of Operation	1.4
Access to Agreement.....	1.5
Relationship to the NES.....	1.6
Definitions and Interpretations	1.7
No Extra Claims.....	1.8
PART 2 - EMPLOYMENT RELATIONSHIPS	
Employment Categories.....	2.1
Employment Classification.....	2.2
Redundancy Provisions.....	2.3
Termination of Employment	2.4
Flexibility Term.....	2.5
Requests for Flexible Working Arrangements.....	2.6
Workload Management.....	2.7
PART 3 - RATES OF PAY	
Wage Rates	3.1
Allowances	3.2
Foul Linen Allowance	3.3
On-Call Allowance.....	3.4
Meal Allowance	3.5
Payment of Wages.....	3.6
PART 4 - HOURS OF WORK	
Ordinary Hours of Work.....	4.1
Fatigue Provisions	4.2
Operation of 38 Hour Week	4.3
Rosters	4.4
Meal Breaks.....	4.5
Rest Pauses	4.6
Overtime	4.7
Maximising Employment.....	4.8
PART 5 - WORKPLACE COMMUNICATION	
Joint Consultative Committee.....	5.1
Consultation.....	5.2
Grievance and Dispute Settlement Procedures.....	5.3
PART 6 - AMENITIES	
Corporate Uniforms	6.1
Protective Clothing.....	6.1
PART 7 - TYPES OF LEAVE	
Annual Leave.....	7.1
Personal/Carer's Leave	7.2
Compassionate Leave	7.3
Long Service Leave	7.4
Parental Leave.....	7.5
Maternity/Adoption Leave	7.6
Public Holidays	7.7
Community Service Leave	7.8

Leave Without Pay	7.9
Family and Domestic Violence Leave	7.10
Ceremonial Leave	7.11

PART 8 - ADDITIONAL EMPLOYMENT PROTECTIONS

Superannuation	8.1
Salary Packaging Arrangements	8.2

SCHEDULES

Classification Structure and Wage Rates	Schedule A
Supported Wage System	Schedule B
Offers and Requests for Casual Conversion	Schedule C

1.3 Application and Parties Covered

The persons covered by this Agreement are:

- (a) St Andrew's Toowoomba Hospital, (the "employer"); and
- (b) All employees of the employer located at 280-288 North Street, Toowoomba engaged in any of the classifications set out in Schedule A to this Agreement.

It is also intended that upon approval of the Agreement by the Fair Work Commission, The Australian Workers' Union of Employees, Queensland (the "Union") will be covered by the Agreement.

The terms of this Agreement shall cover any employee who is temporarily seconded, transferred or requested to travel to other locations and all employees where the workplace itself is relocated. If the workplace or part of it is relocated from the site referred to above, this Agreement applies to such other location.

1.4 Date and Period of Operation

This Agreement shall operate from 7 days after the date it is approved by the Fair Work Commission, and the nominal expiry date of the Agreement shall be three years after that date.

1.5 Access to Agreement

The employer must ensure that copies of this Agreement and the NES are available to all employees to whom they apply either on a notice board which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

1.6 Relationship to the NES

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 Definitions and Interpretations

Accrued day off or ADO means the day or part of day taken off during the work cycle as a result of the 38 hour week.

Act means the *Fair Work Act 2009* as amended or replaced from time to time.

AWUEQ or Union means the Australian Workers' Union of Employees, Queensland.

Continuous Shift Work means work is organised within a roster pattern which meets all the following 4 criteria:

- (a) Work is performed in rotation on morning, afternoon and night shifts, and
- (b) Those 3 shifts are worked over 24 hours per day, and
- (c) Those shifts are worked over 7 days each week, and
- (d) This roster pattern is worked over a 12 month period.

Continuous Shift Worker means someone who works Continuous Shift Work as per the definition.

De facto partner of an employee:

- (a) means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
- (b) includes a former de facto partner of the employee.

FWC means Fair Work Commission.

Immediate family means:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

JCC means Joint Consultative Committee.

NES means the National Employment Standards.

Shift Work means work is regularly rotated in accordance with a roster which prescribes 2 or more shifts each day (encompassing morning, afternoon or night shifts) but does not cover a 24 hour per day period over 7 days each week of the year.

Shift Worker means someone who works shift work as per the definition.

Spouse includes a former spouse.

1.8 No Extra Claims

All parties agree to not pursue any extra claims in relation to the terms of this Agreement until its expiry.

PART 2- EMPLOYMENT RELATIONSHIPS

2.1 Employment Categories

- (a) Employment categories are:
 - (i) full-time;
 - (ii) part-time (as defined); or
 - (iii) casual (as defined).
- (b) At the time of engagement the employer will inform each employee whether they are employed on a full-time, part-time or casual basis. The employer may direct an employee to carry out such duties that are within the limits of the employee's skill, competence and training, consistent with the respective classification.
- (c) Employees covered by this Agreement shall be advised in writing of their employment category upon appointment.
- (d) **Part-time employees**
 - (i) Part-time employee means an employee, being other than a casual employee, who is engaged to work rostered regular hours each week fewer than 76 hours per fortnight and who has predictable hours of work.
 - (ii) Part-time employees shall be paid at an hourly rate equal to the appropriate weekly rate prescribed by this Agreement and divided by 38 per hour. In addition, such employees shall be entitled to a pro rata payment of allowances where appropriate.
 - (iii) A part-time employee shall be entitled to annual leave, personal/carer's, long service leave, compassionate leave, and public holiday entitlements, on a proportionate basis calculated on the employee's ordinary hours of work.
 - (iv) Where a part-time employee has regularly worked in excess of their contracted hours for a 12-month period:
 - (1) the employee may request in writing an increase to these hours;
 - (2) the request must receive a response from the employer indicating whether it has been accepted or declined within 21 days;
 - (3) should a response not occur to the request, it will be considered as declined; and
 - (4) the employer may decline a request on reasonable business grounds and must provide the reasons in writing to the employee.
- (e) **Casual employees**
 - (i) Casual employee means an employee who is not regularly employed as a part-time employee, and who is engaged to work on an hourly basis up to 76 hours per fortnight.
 - (ii) For each ordinary hour worked, a casual employee must be paid the permanent base rate applicable to the classification and pay point in which they are employed; and a loading of **25%** of the minimum hourly rate.

Note: The casual loading is payable instead of entitlements from which casuals are excluded by the terms of this Agreement and the NES. See Part 2-2 of the Act.

- (iii) Where a casual employee performs work that attracts a penalty rate, the employee will be paid the following amounts, inclusive of the 25% casual loading:
- For working an afternoon shift as defined by clause 3.2(b) where the penalty is described as 12.5% a casual employee will be paid 137.5% of the permanent base rate applicable to their classification and pay point.
 - For working a night shift as defined by clause 3.2(b) where the penalty is described as 20% a casual employee will be paid 145% of the permanent base rate applicable to their classification and pay point.
 - For working between midnight Friday and midnight Saturday in accordance with clause 3.2(c) where the penalty is described as time and one-half a casual employee will be paid 175% of the permanent base rate applicable to their classification and pay point.
 - For working between midnight Saturday and midnight Sunday in accordance with clause 3.2(c) where the penalty is described as double time a casual employee will be paid 225% of the permanent base rate applicable to their classification and pay point.
 - For working overtime in accordance with clause 4.7 where the penalty is described as time and one-half a casual employee will be paid 175% of the permanent base rate applicable to their classification and pay point.
 - For working overtime in accordance with clause 4.7 where the penalty is described as double time a casual employee will be paid 225% of the permanent base rate applicable to their classification and pay point.
 - For working on a public holiday or part-day public holiday in accordance with clause 7.7(a) where the penalty is described as double time and a-half a casual employee will be paid 275% of the permanent base rate applicable to their classification and pay point.
- (iv) The minimum period of engagement of a casual employee is three hours.

(f) **Offers and requests for casual conversion**

The NES provides for offers and requests for casual conversion. Schedule C to this Agreement reproduces sections 66A to 66M of the Act in this regard.

(g) **Relieving at a higher grade**

Where any person on any one day relieves at a higher grade, to which a differential rate fixed by this Agreement is applicable, such person, if employed for more than 4 hours on the grade carrying the higher rate, shall be paid in respect of the whole time during which the employee works on that day at the same rate, which shall be at the highest rate fixed by this Agreement in respect of any such grade of work, and if employed for 4 hours or less on the grade carrying a higher rate, the employee shall be paid at such highest rate for 4 hours.

2.2 Employment Classifications

The classifications and classification descriptors of employees covered by this Agreement are set out in Schedule A to this Agreement.

2.3 Redundancy Provisions

- (a) An employee is entitled to be paid redundancy pay by the employer if the employee's employment is terminated:
- (i) at the employer's initiative because the employer no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or

- (ii) because of the insolvency or bankruptcy of the employer.

Note: Sections 121, 122 and 123 of the Act describe situations in which the employee does not have this entitlement.

- (b) The amount of the redundancy pay equals the total amount payable to the employee for the redundancy pay period worked out using the following table at the employee's base rate of pay for his or her ordinary hours of work.

(c) **Amount of redundancy pay**

1 year or less	Nil
1 year and up to the completion of 2 years.....	4 weeks pay
2 years and up to the completion of 3 years.....	6 weeks pay
3 years and up to the completion of 4 years.....	7 weeks pay
4 years and up to the completion of 5 years.....	8 weeks pay
5 years and up to the completion of 6 years.....	10 weeks pay
6 years and up to the completion of 7 years.....	11 weeks pay
7 years and up to the completion of 8 years.....	13 weeks pay
8 years and up to the completion of 9 years.....	14 weeks pay
More than 9 years.....	16 weeks pay

(d) **Employee leaving during notice**

An employee whose employment is terminated for reasons in circumstances of redundancy 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.

(e) **Alternative employment**

The employer may make application to the FWC to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

(f) **Employees with less than one year's service**

Clause 2.3 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

(g) **Employees exempted**

Clause 2.3 shall not apply:

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

(h) **Time off during notice period**

- (i) Where a decision has been made to terminate an employee in the circumstances outlined in clause 2.3, 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.

- (ii) 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.

2.4 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

Notice of termination by the employer is provided for in the NES. Payment in lieu of notice shall be made if the appropriate notice is not given:

- (i) Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (ii) 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:
 - (1) the ordinary working hours to be worked by the employee; and
 - (2) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
 - (3) any other amounts payable under the employee's employment contract.
- (iii) The period of notice in this clause shall not apply in the case of dismissal for serious misconduct, or in the case of a casual employee, or an employee engaged for a specific period or tasks.

(c) Notice of termination by employee

- (i) The notice of termination required to be given by an employee (other than a casual employee) shall be one week.
- (ii) If an employee who is at least 18 years old does not give the period of notice required under clause 2.4(c)(i), then the employer may deduct from wages due to the employee under this Agreement an amount that is no more than one week's wages for the employee.
- (iii) If the employer has agreed to a shorter period of notice than that required under clause 2.4(c)(i), then no deduction can be made under clause 2.4(c)(ii).
- (iv) Any deduction made under clause 2.4(c)(ii) must not be unreasonable in the circumstances.

(d) Job Search entitlement

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.

2.5 Flexibility Term

- (a) The employer and employee may agree to an individual flexibility arrangement ("the arrangement") to vary the requirement in the Annual Leave term that up to a maximum of 10 single days of annual leave may be taken.
- (b) The arrangement may allow the employer and employee to increase the number of single day annual leave days which may be taken by the employee up to a maximum of 12 single days.
- (c) The arrangement must meet the genuine needs of the employer and employee and be genuinely agreed to by the employer and the employee.
- (d) The employer must ensure that the arrangement:
 - (i) be about a permitted matter under the Act if the arrangement were an enterprise agreement;
 - (ii) not include a term that would be an unlawful term under the Act if the arrangement were an enterprise agreement; and

For the avoidance of doubt, this sub-clause does not allow the arrangement to vary the effect of terms of this enterprise agreement other than the requirement in the Annual Leave term that up to a maximum of 10 single days of annual leave may be taken.

- (e) The employer must ensure that the arrangement result in the employee being better off overall than the employee would be if no arrangement were agreed to.
- (f) The employer must ensure that the arrangement:
 - (i) is in writing;
 - (ii) includes the name of the employer and employee;
 - (iii) is signed by the employer and employee and if the employer and employee is under 18 years of age, signed by a parent or guardian of the employee;
 - (iv) includes detail of:
 - (1) the Annual leave term that will be varied by the arrangement;
 - (2) how the arrangement will vary the effect of the annual leave term; and
 - (3) how the employee will be better off overall than the employee would be if no arrangement were agreed to; and
 - (v) state the date on which the arrangement commences.
- (g) The employer must give the employee a copy of the arrangement within 14 days after it is agreed to.
- (h) The employer or employee may terminate the arrangement:
 - (i) by giving written notice of not more than 28 days; or
 - (ii) if the employer and employee agree in writing - at any time.
- (j) The flexibilities provided for in this clause shall not be introduced or used by the employer as a precondition of employment for a prospective employee of the employer.

2.6 Requests for Flexible Working Arrangements

Requests for flexible working arrangements are provided for in the NES.

Note: Disputes about requests for flexible working arrangements may be dealt with under clause 5.3 – Grievance and dispute settlement procedures and/or under section 65B of the Act.

2.7 Workload Management

- (a) The parties agree to use workload management forms to raise, investigate, monitor and resolve workload concerns.
- (b) The parties agree to genuinely consider workload forms as a standing agenda item during the scheduled JCC meetings.

PART 3- RATES OF PAY

3.1 Wage Rates

- (a) The permanent base rates of pay are set out in Schedule A to this Agreement.
- (b) The permanent base rates of pay will be increased as follows during the life of this Agreement:
 - 5% pay rise from first full pay period which commences on or after the date this agreement commences operation.
 - 4% pay rise from first full pay period which commences on or after 1 January 2025.
 - 4% pay rise from first full pay period which commences on or after 1 January 2026.
- (c) Casual employees will be paid a casual loading of 25% calculated on the permanent base rate of pay for their classification.
- (d) No employee is to experience a reduction in ordinary time hourly wage rate as a result of the introduction of this Agreement.
- (e) **No reduction in wages**

Employees receiving a higher rate of wages or conditions than that provided for in this Agreement shall not be reduced in wages or conditions as a consequence of the making of this Agreement.

3.2 Allowances

- (a) **Afternoon and night work**

In addition to the rates of pay prescribed in Schedule A of this Agreement, employees whilst engaged on afternoon shift and night shift, as defined, shall be paid an additional penalty rate for each such shift as follows:

 - (i) Afternoon shift – 12.5%
 - (ii) Night shift – 20%
- (b) **For the purposes of clause 3.2(a):**
 - (i) **Afternoon shift** means a shift, other than a night shift as defined herein, commencing at or after 12 midday;
 - (ii) **Night shift** means any shift commencing at or after 6.00pm or before 7.30am the following day, the major portion of which is worked between 6.00pm and 7.30am;
 - (iii) The percentage which is quoted shall be the amount which is payable for each shift in addition to the employee's ordinary time wage rate;

- (iv) This allowance shall not apply to work performed on Saturday and Sunday and public holidays where extra payments apply for such work.

(c) **Extra payment for weekend work**

All time worked by employees, not being overtime within the meaning of clause 4.7 (Overtime) of this Agreement, between midnight Friday and midnight Saturday shall be paid at the rate of time and one-half while time worked between midnight Saturday and midnight Sunday shall be paid at the rate of double time.

3.3 Foul Linen Allowance

Employees personally required to collect foul linen from ward chutes and wrap such linen into bundles or required to sort foul linen or who are in charge of the washing machines in which foul linen is cold rinsed and boiled while still in the foul condition shall be paid an allowance as follows:

Current	Effective from the first full pay period commencing on or after the date this Agreement commences operation	Effective from the first full pay period commencing on or after 1 January 2025	Effective from the first full pay period commencing on or after 1 January 2026
\$1.30 per day	\$1.37 per day	\$1.42 per day	\$1.48 per day

Foul linen means linen that contains body excrement of a nature or quantity, which makes it offensive to a reasonable employee. It also includes linen where the wearing of Personal Protective Equipment is required.

3.4 On-call Allowance

The provisions hereunder apply to full-time and part-time employees who are rostered to be on-call at their private residence, or at any other mutually agreed place.

- (a) An employee rostered to be on-call shall receive an additional amount as follows:

On-call period	Amount			
	Current	Effective from the first full pay period commencing on or after the date this Agreement commences operation	Effective from the first full pay period commencing on or after 1 January 2025	Effective from the first full pay period commencing on or after 1 January 2026
for each 24 hour period or part thereof when the on-call period is between rostered shifts of ordinary hours Monday to Friday inclusive	\$18.90	\$19.85	\$20.64	\$21.47
for each 24 hour period or part thereof when the on-call period is on a Saturday	\$28.30	\$29.72	\$30.91	\$32.15
for each 24 hour period or part thereof when the on-call period is on a Sunday, public holiday or a day when the employee is rostered off duty	\$37.80	\$39.69	\$41.28	\$42.93

- (b) Payment shall be calculated by reference to that allowance specified in clause 3.4(a) applicable 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, such work shall be remunerated at the appropriate overtime rate, in addition to the rates prescribed in clause 3.4(a). A minimum payment of 3 hours at the appropriate overtime rate shall be paid.
- (d) 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.
- (e) An employee on-call who usually lives out and who is required to remain on close call within the hospital precincts shall be provided free of charge with board and lodging, in addition to any allowances payable pursuant clause 3.4.
- (f) The provisions of clause 4.2(a) (10 hour/8 hour break) shall not apply when an employee has actually worked less than 2 hours on one or more call-outs.

3.5 Meal Allowance

An employee who has worked at least 7.6 ordinary hours on any day and 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 \$15.20 per meal in lieu thereof, after more than 2 hours, or after more than one hour if overtime continues beyond 6 pm. If an employee continues to so work the employee shall be allowed an additional meal or \$13.70 in lieu thereof for each completed 4 hours work after the first hour:

Provided that an employee is not entitled to a meal or to be paid in lieu of a meal if the employee would not normally take a meal after the 2 hours or the one hour of overtime respectively referred to above.

3.6 Payment of Wages

Wages shall be paid by the employer either by electronic funds transfer [E.F.T.], fortnightly, provided that where payment is made by E.F.T that there is reasonable geographical access to a facility which enables the employee to withdraw some or all of their wages on the usual pay day. Should public holiday/s occur during the close of the fortnightly pay period and/or on the usual pay day, payment of wages may be delayed no longer than the period of such holidays. Any alternative arrangements of paying wages shall be at the discretion of the employer.

PART 4- HOURS OF WORK

4.1 Ordinary Hours of Work

- (i) Subject to clause 4.3 and unless as otherwise arranged by mutual agreement between the employer and the majority of employees the ordinary hours of work, exclusive of meal times, shall not exceed 7.6 hours per day or 38 hours per week or 76 hours per fortnight.
- (ii) Each full-time and part-time employee shall be allowed 2 consecutive days off each week.
- (iii) A full-time and part-time employee's roster may provide for any one of the following combinations of days free from rostered work each fortnight:
 - (i) periods comprising 2 days each or
 - (ii) 3 consecutive days and one stand-alone day, or
 - (iii) one period of 4 consecutive days.

4.2 Fatigue Provisions

(a) 10 hour break

Employees shall be allowed a break of not less than 10 hours between the termination of one duty period and the commencing of another duty period:

Provided that in lieu thereof, such break shall not be less than 8 hours in any of the following circumstances:

- (i) to permit changes of rosters;
- (ii) in any other case agreed upon the employee and the employer.

Where agreement has been reached between the employer and the employee to reduce the 10 hour break between duty periods to an 8 hour continuous break, due consideration shall be given to recognise that fatigue prevention must be, at all times, paramount to ensure that standards of care are not reduced.

(b) 10 hour periods of duty

Employees shall not be rostered to work more than 4 consecutive rostered periods of duty of 10 hours each.

(c) Recall - full-time and part-time employees

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

- (i) 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:
- (ii) 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.
- (iii) The provisions of clause 4.2(a) (10 hour break) shall not apply when an employee has actually worked less than 2 hours on one or more call-outs.

4.3 Operation of the 38 Hour Week

(a) The ordinary hours of work shall be an average of 38 per week as rostered, to be worked on one of the following bases:

- (i) 38 hours within a cycle not exceeding 7 consecutive days; or
- (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or
- (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
- (iv) 152 hours within a work cycle not exceeding 28 consecutive days.

(b) The ordinary hours of work shall not exceed 10 hours per day.

- (i) Where necessary the employees shall commence their ordinary hours and breaks at different times to ensure continuity of service.
- (ii) The ordinary starting and finishing times may be altered to suit geographic safety, climatic or traffic conditions by the employer with the agreement of the employees concerned.

- (iii) Provided further that any such altered starting and finishing time will not invoke any penalty payment that would not be payable if the spread of hours permitted by this Agreement was observed.

(c) **Maximising available work time**

Employees are required to 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 cleaning up of the employee's person shall be in the employee's time.

(d) **ADO on public holiday**

Where accrued days off fall on a public holiday the following day may be taken where practicable in lieu of the employee and the employer may agree to an alternative day off duty as substitution.

(e) **ADO accrual**

The entitlement to an accrued day off on full pay shall be subject to the following:

- (i) Each day of paid leave (not including annual leave, long service leave) and any public holiday occurring during any cycle of 4 weeks shall be regarded as a day worked for accrual purposes.
- (ii) An employee who has not worked a complete 4 week cycle in order to accrue an accrued day off shall be paid a pro rata amount for credits accrued for each day worked in such cycle payable for the accrued day off (i.e. an amount of 24 minutes for each 8 hourday worked or 2 hours for each 40 hours worked).
- (iii) Notwithstanding any other provision in clause 4.3, where the arrangement of ordinary hours of work provides for an Accrued Day Off, the employer and employee/s concerned, may agree to bank up to a maximum of 5 accrued days off. Where agreement has been reached, such accrued days off must be taken within 12 calendar months of the date on which the first rostered day off was accrued. Consent to bank accrued days off must not be unreasonably withheld by either party.
- (f) Sickness on an accrued day off - Where an employee is sick or injured on their accrued day off they shall not be entitled to sick pay nor shall the employee's sick pay entitlement be reduced as a result of this sickness or injury in that day.

4.4 Rosters

(a) **Roster changes - full-time employees and part-time employees**

The Hospital and any full-time or part-time employee may mutually agree, in writing, to vary without overtime or other penalty the notified roster for work (including lengthening or shortening or adding shifts) for that employee to suit Hospital and/or employee requirements provided that in relation to all such employees:

- (i) no such agreement can require an ordinary time shift longer than the duration of ordinary shifts permitted by this agreement; and
- (ii) the effect of such agreement is not to reduce the number of regular rostered hours of work to be performed by the employee over two consecutive pay periods. The term "*regular rostered hours of work*" excludes hours of work performed on relieving duties.

(b) **Display of roster**

- (i) All full-time and part-time employees shall work in accordance with a roster to be agreed from time to time between the employer and a majority of employees in any workplace or part thereof.

- (ii) The roster shall set out the employee's periods of duty and the starting and finishing times for periods. The roster shall be displayed in a place conveniently accessible to employees at least one week in advance of commencement of roster.
 - (iii) Rosters can be amended by agreement between the employer and employee on reasonable grounds.
- (c) **Broken rostered periods of duty**
- (i) Where practicable there shall be no broken rostered periods of duty and the hours to be worked shall be arranged so that the continuity of work of the hospital shall not be interfered with.
 - (ii) Broken rostered periods of duty shall only be worked where there is mutual agreement between the employer and the employee. When such a duty period is rostered a total of 10 hours only shall be worked. One period of the broken period of duty shall be a minimum of 2 hours with only one break between duty period portions exclusive of meal times and shall be worked within a spread of 12 hours.

4.5 Meal Breaks

- (a) Where an employee is rostered to work at least 6 hours continuously the employee shall be allowed an unpaid meal break of not less than 30 minutes and no more than one hour to be taken between the 4th and 6th hour after commencing work, at a time to be agreed between the employer and the employee.
- (b) All work performed during the meal break shall be paid for at the rate of double time, and the rate of double time shall continue to be paid until the meal break is taken and for which meal break no deduction of pay shall be made.

4.6 Rest Pauses

Every employee shall be entitled to a rest pause of not less than 15 minutes' duration within each period of 4 ordinary hours of work at a time to be agreed between the employer and the employee. Notwithstanding the above, at the discretion of the employer and having regard to the employee's health and welfare as well as taking into account peak periods of work load, the period of the 2 rest pauses may be combined into one 30 minutes' rest pause, to be taken in the first part of the day.

4.7 Overtime

- (a) All time worked by any employee in excess of the employee's rostered hours of work or outside the spread of hours on any one day shall be deemed to be overtime and shall be paid for at the following rate:
 - (i) In the instance of Shift Workers and Continuous Shift Workers at the rate of double time;
 - (1) In the instance of all other employees at the rate of time and one-half for the first 3 hours and double time thereafter;
 - (2) All overtime worked on a Sunday shall be paid for at the rate of double time;
 - (3) All overtime payments shall be in addition to the actual or weekly wage paid to each employee.
 - (4) An employee may be required to work reasonable overtime subject to adequate prior notice.
 - (5) Except in an emergency no employee shall work overtime unless instructed to do so by a person authorised to so instruct.

- (b) Subject to mutual agreement in writing between the employer and the employee, an employee may be compensated for overtime worked in lieu of payment by being allowed time off at the following rate:
 - (i) the first 3 hours of overtime in any one week may be taken at the rate of time worked for time taken;
 - (ii) any period in excess of 3 hours of overtime in any one week may be taken off at a rate equivalent to the prescribed overtime penalty.
 - (iii) Should overtime in excess of 3 hours be consecutively worked on any one engagement, such excess overtime shall be taken or paid at the rate of double time.
 - (iv) Provided that the employee shall be required to clear accumulated time off in lieu within 3 months of the overtime being performed. If the employer is unable to release the employee accordingly, or at the time of termination for any reason by either party, then the employee shall be paid for the overtime worked at the appropriate overtime rate.
- (c) Subject to prior approval by the employer, an employee may be granted time off notwithstanding that such time has not been worked as overtime in accordance with clause 4.7(a). The employer shall pay the employee's wages as if the employee worked ordinary hours during such time off:
- (d) Provided that the period of time off shall be made up in accordance with clause 4.7(b) through authorised overtime worked, within 4 weeks of the time off being taken, or the employee's pay shall be reduced by the amount of such time off taken.
- (e) The employer shall maintain an appropriate record of hours accumulated and taken off duty by each employee.
- (f) An employee who works so much overtime between the termination of ordinary work on the one day and the commencement of ordinary work on the next day that at least 10 consecutive hours off duty have not been taken between those times shall be released after the completion of such overtime until 10 consecutive hours off duty have been taken without loss of pay for ordinary working time occurring during such absence. If on the instructions of the employer, such an employee resumes or continues work without having had such 10 consecutive hours off duty; double rates shall be paid until such period off duty is provided without loss of ordinary pay for such time off.
- (g) The provisions of clause 4.7 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) for the purpose of changing shift rosters; or where a Shift Worker does not report for duty; or
 - (ii) where a shift is worked by arrangement between the employees themselves.

4.8 Maximising Employment

The parties are committed to maximising permanent employment where operationally convenient. Other forms of employment should only be utilised where permanent employment is not viable or appropriate.

St Andrew's Toowoomba Hospital will continue to utilise workforce planning and management strategies to assist in determining the appropriate workforce mix for current and future operational needs.

PART 5 - WORKPLACE COMMUNICATION

5.1 Joint Consultative Committee

- (a) The Hospital and employees may mutually agree to operate a Joint Consultative Committee that will be made up of the following participants:
 - (i) at least one employee representative nominated by relevant employees in each of the work areas of CSSD/Orderlies, Cleaning, Kitchen/Coffee Shop and Laundry along with up to four representatives on behalf of Hospital Management.
 - (ii) at least one Union Delegate, Representative or proxy.
 - (iii) the committee will meet on a quarterly basis and oversee the implementation of the Agreement.

5.2 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 clause 5.2(a)(i):
 - (i) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (ii) clauses 5.2(c) to 5.2(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:
 - (1) the introduction of the change; and
 - (2) the effect the change is likely to have on the employees; and
 - (3) 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:
 - (1) all relevant information about the change including the nature of the change proposed; and

- (2) information about the expected effects of the change on the employees; and
 - (3) 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 clause 5.2(b) and clauses 5.2(c) and 5.2(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.

Change to regular roster or ordinary hours of work

- (j) For a change referred to in clause 5.2(a)(ii):
 - (i) the employer must notify the relevant employees of the proposed change; and
 - (ii) clauses 5.2(k) to 5.2(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:
 - (iii) all relevant information about the change, including the nature of the change; and
 - (iv) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (v) information about any other matters that the employer reasonably believes are likely to affect the employees; and

- (vi) 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 clause 5.2(a).

5.3 Grievance and Dispute Settlement Procedures

5.3.1 The objectives of this procedure are to:

- (a) promote the prompt resolution of grievances and disputes by consultation, co-operation and discussion;
- (b) reduce the amount of disputation; and
- (c) promote efficiency, effectiveness and equity in the workplace.

5.3.2 The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and the employer in respect of:

- (a) this Agreement;
- (b) the NES;
- (c) any industrial matter; and
- (d) all other matters which the parties agree to be processed under clause 5.3.

Such procedure shall apply to a single employee or to any number of employees.

5.3.3 Stage 1 - In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request if reasonably practicable under the circumstances within 24 hours. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.

5.3.4 Stage 2 - If the grievance or dispute is not resolved in Stage 1 the employee or the employee's chosen local representative may refer the matter to the next higher level of management for discussion. Such discussion should if possible, take place within 24 hours after the request by the employee or the employee's representative.

5.3.5 If the grievance or dispute involves allegations of unlawful discrimination by a supervisor, the employee may commence the grievance and dispute settlement procedure by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 5.3.7.

5.3.6 Stage 3 - If the grievance or dispute is still unresolved at Stage 2 discussions, the matter shall be referred (preferably in writing) by the aggrieved party to the Human Resources Manager or equivalent for further discussion. The matter shall be reported to the employee's relevant industrial representative and the relevant senior management of the employer or the employer's nominated industrial representative. This should occur as soon as it is evident that discussions under Stage 2 will not result in resolution of the matter.

- 5.3.7 Stage 4 - If, after discussion between the parties or their nominees mentioned in Stage 3, the matter remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, the matter shall be referred to senior management for decision based on all relevant information and such decision shall be advised to the parties concerned in writing.
- 5.3.8 Stage 5 - If the matter is not resolved by the senior management decision at Stage 4 then notification of the existence of the dispute is to be given to the FWC.
- 5.3.9 The parties agree that FWC may make recommendations following a conciliation conference and that the parties shall give due consideration to matters raised or any suggestion or Recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 5.3.10 If the dispute remains unresolved, the parties agree that the dispute will be arbitrated by the FWC and any Order or Decision of the FWC (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 5.3.11 If arbitration is necessary, the FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- 5.3.12 The parties may be represented in any conciliation and/or arbitration phase.
- 5.3.13 The procedure is to be completed in accordance with the following timeframes unless the parties agree otherwise:
- (a) Stage 1 - Discussion shall not extend beyond 3 days.
 - (b) Stage 2 - Discussion shall not extend beyond 4 days.
 - (c) Stages 3 and 4 - Discussions shall not extend beyond 14 days in total.
- 5.3.14 Whilst all of the above procedure is being followed normal work shall continue except in an instance of a genuine safety issue.
- 5.3.15 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 5.3.16 Nothing contained herein shall preclude an employee from consulting with the employee's nominated representative.
- 5.3.17 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of a dispute.

5.4 Union Delegates Leave

- (a) An employee may be granted up to five working days' leave on ordinary pay (or equivalent hours), each calendar year (non-cumulative), to attend industrial relations education sessions. This leave may also be granted to attend to the duties of the delegate such as: representing members of the AWU with disciplinary meetings, investigating health and safety concerns raised by members of the AWU and attending scheduled union meetings.
- (b) For the purposes of attending industrial relations education, 5 weeks' notice will be provided to not unduly affect service delivery.
- (c) Union Delegates Leave is to not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the relevant work unit. Leave is to be approved by the employer. Such leave is not to be unreasonably refused.

PART 6-AMENITIES

6.1 Corporate Uniforms

- (a) Sufficient, suitable and serviceable uniforms, which shall be of a recognised acceptable standard for the performance of duties, one skirt and one top or one pair of pants and one top, shall be provided free of cost to each employee required to wear a uniform.
- (b) Items of uniforms will be replaced by the employer on a fair wear and tear basis.
- (c) An employee, to whom a new uniform or part of a uniform has been issued who, without good reason fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment therefore at a reasonable price. Employees required to wear special protective clothing shall be supplied by the Employer.

6.2 Protective Clothing

- (a) In the event of it becoming necessary to wear overcoats, such overcoats shall be provided by the employer free of charge.
- (b) Employees who are required to perform work which results in their clothing becoming wet shall be supplied with waterproof aprons or overalls.
- (c) Employees whilst regularly working in the kitchen shall be provided with aprons which shall be maintained in a clean condition by the employee.
- (d) Employees who are required to perform work which results in the boots of such employees becoming wet shall be supplied with rubber waterproof boots.

PART 7 - TYPES OF LEAVE

7.1 Annual Leave

Annual Leave conditions are provided for in the NES. The following clauses contain additional conditions.

- (a) Every full-time employee shall at the end of each year of employment be entitled to annual leave on full pay of not less than 152 hours of leave:

Provided that a Continuous Shift Worker shall be entitled to an additional period of paid annual leave as prescribed in clause 7.1(b).

- (b) **12 months on continuous shift work**

If an employee during a 12 month period from the anniversary date of their employment works at least 20 rostered shifts of each type of shift defined in clause 3.2(b) (i.e. morning, afternoon and night shifts) and has made themselves available for rostering on all of the 3 types of shift by the employer over such period, such employee shall be entitled to an additional 38 hours paid annual leave for each 12 month period in which an employee has so worked and been so available.

The mere availability for continuous shift work shall not entitle an employee to additional annual leave.

- (c) **Continuous shift worker**

Where an employee has worked on only one or 2 of such types of shift during the period of 12 months referred to such an employee shall not be regarded as a Continuous Shift Worker for the purposes of clause 7.1.

- (d) Less than 12 months' continuous shift work completed - An employee who is not a Continuous Shift Worker in terms of the above but has worked as a Continuous Shift Worker for a portion of the 12 months prior to taking annual leave or who having worked as a Continuous Shift Worker resigns before the completion of 12 months' service, shall be entitled to additional annual leave on a pro rata basis in respect of the period of work performed as a Continuous Shift Worker, on the terms below:
- (i) Provided that the following minimum number of each of the 3 types of shift have been worked:
- (1) up to an including 3 months' service - no entitlement;
 - (2) from 3 months and up to but not including 6 months' service - 5 of each shift to be worked;
 - (3) from 6 months and up to but not including 9 months' service - 10 of each shift to be worked;
 - (4) from 9 months and up to but not including 12 months' service - 15 of each shift to be worked.
- (e) Part-time employee entitlement after 12 months' continuous shift work - 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.
- (f) By mutual agreement between employer and employee annual leave may be take one or more parts provided that 38 hours of the entitlement shall be available in single day periods and the remaining entitlement shall be available in periods of not less than 38 hours.
- (g) The 38 hours that may be taken in single day period entitlement referred to in clause 7.1 are deemed to be the week for which annual leave loading is not payable pursuant to clause 7.1(h) and accordingly single day absences shall not attract annual leave loading.
- (h) **Calculation of annual leave pay**

In respect to annual leave entitlements to which clause 7.1 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

- (i) Shift Workers - Subject to clause 7.1(h) the rate of wage to be paid to a Shift Worker or Continuous Shift Worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday or Sunday shifts.
- (ii) All employees - Subject to the provisions of clause 7.1(h), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
- (1) The employee's ordinary wage rate as prescribed by the Agreement for the period of the annual leave (excluding afternoon and night allowance and week-end penalty rates);
 - (2) A further amount calculated at the rate of 17.5% of the amounts referred to in clause 7.1.
 - (3) The provisions of 7.1(h) shall not apply to the following:
 - (A) Any period or periods of annual leave exceeding –
 - 190 hours of leave in the case of continuous shift work; or
 - 152 hours of leave in any other case.

- (B) Employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.
- (i) If any of the annual leave referred to in 7.1 has not been taken as it falls due from time to time, such 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.
- (j) **Cashing out of annual leave**
 - (i) An employee may elect to cash out an amount of excess annual leave conditional upon a balance of 152 hours (or the equivalent of 4 weeks annual leave) remaining accrued to the employee.
 - (ii) An application form is required to be completed for employees electing to cash out annual leave and authorised by the employer.

7.2 Personal/Carer's Leave

7.2.1 Sick leave

(a) Entitlement

- (i) Every employee, except a casual employee, is entitled to 76 hours paid sick leave for each completed year of their employment with their employer. This entitlement will accrue at the rate of 7.6 hours sick leave after each 5 weeks up to a maximum of 76 hours for each completed year of employment.
- (ii) Payment for sick leave will be made based on the amount the employee would reasonably have expected to be paid by the employer if the employee had worked during that period.
- (iii) Part-time employees accrue sick leave on a proportional basis.
- (iv) Sick leave may be taken for part of a day or shift.
- (v) Sick leave is cumulative, and there is no limit on the amount of leave that can be accrued and an employee is entitled to take any amount of leave that has been accrued.

(b) Employee must give notice

The payment of sick leave is subject to the employee promptly advising the employer of the employee's absence and its expected duration.

(c) 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 reasonably acceptable evidence to the employer's satisfaction, about the nature and approximate duration of the illness.

(d) Accumulated sick leave

An employee's accumulated sick leave entitlements are preserved when:

- (i) The employee is absent from work on unpaid leave granted by the employer;
- (ii) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months;
- (iii) 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 sick leave entitlements whilst absent from work on paid leave granted by the employer.

(e) *Workers' compensation*

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

(f) *Procedure for monitoring sick leave usage*

- (i) The parties to this Agreement recognise that absenteeism can create significant difficulties for employers and employees at a workplace. As a consequence, the parties will collaborate on reducing its incidence and agree to a range of initiatives to examine trends and causes.
- (ii) A hospital may develop a consultative process for the monitoring of sick leave usage across the hospital.
- (iii) An employer may:
 - (A) monitor sick leave usage at a hospital, ward or other discrete section of the hospital; and
 - (B) introduce human resources procedures for individual employees' counseling where required.
- (iv) With any process established to monitor sick leave usage confidentiality of individuals will be of utmost importance and principles of natural justice will apply.
- (v) 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 sick 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.

7.2.2 **Carer's leave**

(a) *Definition*

- (i) Paid carer's leave is leave taken by employee to provide care or support to a member of the employee's immediate family, or support to a member of the employee's immediate family or a member of the employee's household, who requires care or support because of:
 - (A) a personal illness, or injury, of the member; or
 - (B) an unexpected emergency affecting the member.

(b) *Entitlement*

- (i) An employee is entitled to use any amount of accrued sick leave entitlement as carer's leave.
- (ii) Payment for carer's leave will be made based on the amount the employee would reasonably have expected to be paid by the employer if the employee had worked during that period.
- (iii) Part-time employees accrue carer's leave on a proportional basis.
- (iv) Carer's leave may be taken for part of a day or shift.

- (c) *Employee must give notice.*

The payment of carer's leave is subject to the employee promptly advising the employer of the employee's absence and its expected duration.

- (d) *Evidence supporting a claim*

The employee shall, if required by the employer, establish by production of a medical certificate or statutory declaration that the person concerned had, has, or will have an illness or injury during the period.

7.2.3 **Unpaid carer's leave**

- (a) *Definition*

(i) Unpaid carer's leave is leave taken by employee to provide care or support to a member of the employee's immediate family, or support to a member of the employee's immediate family or a member of the employee's household, who requires care or support because of:

- (A) a personal illness, or injury, of the member; or
(B) an unexpected emergency affecting the member.

- (b) *Entitlement*

- (i) An employee is entitled to take up to 2 days' unpaid carer's leave on each occasion the employee is required to provide care or support; and
(ii) Only if the employee has exhausted the employee's accrued paid sick or carer's leave entitlement.

- (c) *Employee must give notice.*

The taking of unpaid carer's leave is subject to the employee promptly advising the employer of the employee's absence and its expected duration.

- (d) *Evidence supporting a claim*

The employee shall, if required by the employer, establish by production of a medical certificate or statutory declaration that the person concerned had, has, or will have an illness or injury during the period.

7.2.4 **Accumulated personal/carer's leave**

- (a) An employee's accumulated personal/carer's leave entitlements are preserved when:

- (i) The employee is absent from work on unpaid leave granted by the employer;
(ii) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months; or
(iii) 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.

- (b) An employee accumulates personal/carer's leave entitlements whilst absent from work on paid leave granted by the employer.

7.3 **Compassionate Leave**

Compassionate leave is provided for in the NES.

7.4 **Long Service Leave**

All employees shall be entitled to long service leave on full pay under, subject to, and in accordance with the provisions of the *Industrial Relations Act 2016* (Qld) (IR Act) as amended from time to time.

(a) The following enhanced long service leave entitlements shall also apply:

(i) *Introduction*

- (1) Upon completion of 10 years of continuous service with the employer, an employee shall be entitled to 13 weeks' long service leave with pay.
- (2) Subject to the foregoing the eligibility for long service leave shall be determined in accordance with 7.4.
- (3) Any leave taken and paid under 7.4 shall be deducted from the entitlement that would otherwise have accrued under the IR Act.

(ii) *Conditions*

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

- (1) An application for leave shall be made in writing, in a form determined by the employer.
- (2) 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.
- (3) The minimum period of long service leave which may be taken at any one time shall be 2 weeks unless an employee initiates a request in writing to take accrued long service leave in single days.
- (4) Where an employee is recalled from long service leave, the taking of the balance of the leave originally approved shall not be subject to the minimum period requirement.

(b) **Cash equivalent**

Cash equivalent on ceasing employment normally occurs at or after 10 years of continuous service. However, payment can be made for lesser periods of continuous service in the following circumstances:

- Upon retrenchment - 1 year
- Upon ill health retirement - 5 years
- Upon retirement within 10 years of attaining age 65 - 5 years
- Upon death - 5 years

Where an employee dies, the amount which would have been payable to that employee had that employee retired or been dismissed on the date on which the employee actually died shall be paid to the employee's dependants (if any) or, if there be no dependant, to the employee's estate.

(c) **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:

- (i) that entitlement; and
- (ii) the rate of ordinary salary which the person was receiving at the date of ceasing to be an employee.

(d) **Record keeping**

All long service leave entitlements are to be expressed in hours.

(e) **Further entitlements**

- (i) An employee may elect to take long service leave at half pay, based on ordinary hours.
- (ii) An application form is required to be completed for employees electing to take long service leave at half pay and must be authorised by the employer.

(f) **Part-time and casual employees**

- (i) A part-time or casual employee accrues long service leave on a proportionate basis of the entitlement for a full-time employee.
- (ii) In determining the length of absence of a part-time or casual 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 the 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 or casual employment.

(g) **Cashing out**

An employee may elect to cash out a portion of accrued long service leave but at least 6 weeks must be retained as actual leave to be taken. Any such election by an employee must be recorded in writing.

7.5 Parental Leave

Parental leave is provided for in the NES.

7.6 Paid Maternity/Adoption Leave

- (a) The parties agree that the employer will provide 10 weeks paid maternity/adoption leave after one calendar year of continuous service either as a full-time employee, or as a part-time employee, or as a combination of both.
- (b) Half-pay: an employee may opt to double the amount of paid maternity/adoption leave by taking leave at half pay.
- (c) The structure of paid maternity/adoption leave is to be negotiated with each individual employee concerned.

7.7 Public Holidays

Public holidays are provided for in the NES. The following clauses contain additional conditions.

(a) Payment for work done

All work done by any full-time, part-time or casual employee on a public holiday or part-day public holiday will be paid for at double time and a-half with a minimum payment as for 4 hours.

(b) Double-time and a-half

For the purpose of clause 7.7, where the rate of wages is a weekly rate "double time and a-half" means one and one-half days wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day.

(c) If no work is required by employer to be performed

- (i) All full-time employees shall be entitled to be paid their ordinary rostered hours for each public holiday or part-day public holiday which falls on a day regularly worked by the employees concerned irrespective of the fact that no work may be required of them by the employer on such day.
- (ii) A part-time employee who would, as part of their usual roster, have been rostered to work on a day of the week on which a public holiday or part-day public holiday falls, and who is not required to work on that day, shall be paid for the hours which would otherwise have been worked on that day.

(d) Annual leave impact - full-time and part-time employees

Annual leave is exclusive of public holidays.

(e) Additional annual leave option

An employee may agree in writing with an employer to be compensated for an entitlement to extra payment for work performed as prescribed by clause 7.7 by an entitlement to additional annual leave on full pay at the appropriate rate calculated in accordance with clause 7.7.

(f) Substitution of days

Where there is agreement between an employee and the employer, and subject to statutory limitations, other ordinary working days may be substituted for the public holidays specified in clause 7.7:

Provided that, where an employee is subsequently required to work on such substituted day, the employee shall be paid the rate applicable for the holiday that has been substituted.

(g) ADO impact

- (i) In the event that an accrued day off (ADO) coincides 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 roster cycle where possible.
- (ii) Where an employee is not required to work on any specific public holiday it shall be regarded as a day worked for accrual purposes of the ADO.

7.8 Community Service Leave

Community Service Leave is provided for in the NES.

7.9 Leave Without Pay

Employees may request periods of leave without pay. Periods of leave without pay are not considered to break an employee's continuity of service but accrual of paid leave entitlements cease during the period of leave without pay.

7.10 Family and domestic violence leave

Family and domestic violence leave is provided for in the NES.

Note 1: Information provided to employers concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers are subject to confidentiality requirements regarding the handling of this information under section 106C of the Act and requirements as to what can be reported on payslips pursuant to regulations 3.47 and 3.48 of the *Fair Work Regulations 2009*.

Note 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

7.11 Ceremonial leave

An employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for traditional ceremonial purposes will be entitled to up to 10 working days' unpaid leave in any one year, with the approval of the employer.

PART 8 - ADDITIONAL EMPLOYMENT PROTECTIONS

8.1 Superannuation

- (a) Superannuation contributions on behalf of each eligible employee shall comply with the *Superannuation Guarantee (Administration) Act 1992* as amended from time to time.
- (b) If an employee is participating in a salary sacrifice arrangement the employer contribution will be calculated on the employee's pre-tax ordinary time earnings as defined by the *Superannuation Guarantee (Administration) Act 1992* which the employee would receive if not taking part in a salary sacrificing arrangement. No part of an employee's contribution, including through salary sacrifice arrangement, can be used to reduce the employer's minimum contribution.
- (c) Employees will be provided with the opportunity to nominate their choice of superannuation fund. Where the employer neglects to nominate a chosen superannuation fund, the Default Fund will be the Health Employees Superannuation Trust of Australia (HESTA) Superannuation Fund.
- (d) The employer will ensure both employer and employee contributions will be paid to the applicable fund at least on a monthly basis.
- (e) Superannuation contributions will continue to be made whilst an employee is on paid leave approved by the employer and whilst the employee is on WorkCover.

8.2 Salary Packaging Arrangements

- (a) St Andrew's Toowoomba Hospital is able to provide salary packaging to all employees, except casuals, to provide a tax free benefit to increase net pay. Fortnightly packaging fees do apply and it is strongly recommended an individual obtains financial advice prior to commencing salary packaging.
- (b) A written salary packaging agreement will be entered into between the employer and the employee in accordance with Australian Taxation Office guidelines. Further details on packaging arrangements are available from the provider RemServ.

SCHEDULE A - CLASSIFICATION STRUCTURE

A.1 The classification structure and indicative functions of employees as set out in Table 1 below.

Table 1:

<i>Indicative Functions/Positions per Level</i>	
<p>LEVEL 1 - Unqualified</p> <ul style="list-style-type: none"> • Kitchen Hand • Food Service Attendant • Cleaner • Porter • Laundry Hand • Groundsman/General Hand • Wardsperson / Orderly • Personal Care Assistant or Attendant • Domestic and general tasks 	
<ul style="list-style-type: none"> • Anaesthetic Assistant • Canteen Assistant • Therapy Assistant • Basic Food Preparation • Dietary/Menu Monitor • Storesperson • Security as part of duties 	
<p>LEVEL 2 Employees may be engaged at this Level by appointment on merit only and must hold a certificate, or have experience equivalent thereto to the satisfaction of the employer.</p> <ul style="list-style-type: none"> • Theatre Orderly • Therapy Assistant • Technical Aide • Dietary/Menu Monitor • Non-Trade Cook • Personal Care Attendant or Assistant • and/or supervision of Level 1 employees 	
<p>LEVEL 3 Employees may be engaged at this Level by appointment on merit only and must hold a trade certificate, or have experience equivalent thereto to the satisfaction of the employer.</p> <ul style="list-style-type: none"> • CSSD Technician (qualified) • Cook • Anaesthetic Technician • Housekeeper • Therapy Assistant • and/or supervision of Level 2 employees 	

A.2 The classification structure and indicative functions of employees covered by this Agreement are as follows.

Level 1

An employee at this level may operate either individually or as a member of a team and will be responsible for the quality of their own work under general supervision. Work will be directly supervised but the employee may have discretion within procedures regarding the method of completing the task/duty.

An employee at this level may be receiving on or off the job training or have received appropriate training. Indicative tasks/skills of this level could include:

- Kitchenhand duties;
- Basic food preparation and presentation;
- Cooking snacks and breakfast;
 - Counting meal and portion numbers for meal provision;
 - Provision of basic dietary advice;
 - Distribution, collection and collation of menus for patients;
 - Transporting, lifting, positioning, assisting with patient exercises ;
 - Removal of waste;
 - Cleaning of facility and equipment;
 - Cleaning and making of beds;
 - Linen supply and repair and sewing;
 - Handling laundry and operation of laundry equipment;
 - Order supplies, maintain inventory and store work;
 - Handyperson duties, general maintenance of facilities and equipment;
 - Operation of mechanical mobile lifting equipment and responsibility for minor maintenance and repairs of such;
- Security as part of duties;
- Car park attending;
- Maintenance of grounds and gardens;
- Anaesthetic Assistant - no formal qualifications;
- Basic computer tasks;
- Handling money;
- Assisting in answering phones;
- Assisting in basic documentation and administration;
- Domestic and general tasks;
- Assisting in training of new employee or employees with less skill.

Level 2

An employee at this level may work independently under limited supervision and may be responsible for the supervision of other employees at lower levels.

Tasks performed may be complex requiring theoretical knowledge and motor skills and good communication skills. Such employee would perform all tasks incidental to the primary task and facilitate the completion of the entire task.

An employee classified at this level will have, or be gaining, formal qualifications or have appropriate skills/experience/training in the field to enable them to carry out the duties of the position.

Indicative tasks/skills could include in addition to those at Level 1:

- supervision of work groups consisting of Level 1 employees
- Therapy Assistant - appointed to perform work under the supervision of a physiotherapist, occupational therapist, qualified rehabilitation/sports medicine professionals
- Theatre Orderly - required to perform work of a general nature under the direct supervision such as setting up and assisting with positioning/transportation of patients in Theatre
- Technical Aide - required to perform work such as cleaning, sterilising, and maintaining equipment in Theatre.

Level 3

A position at this level shall require formal qualifications equivalent to a trade certificate or similar or appropriate experience/training in the field to enable the duties of the position to be carried out.

An employee at this level may work independently but under limited supervision and perform tasks of some complexity which require applied theoretical knowledge and motor skills and good interpersonal and communication techniques. The employee would perform all tasks incidental to the primary task and facilitate the completion of the entire task and be responsible for inspection (process, product and materials) for conformity with established operational standards, and supervise employees at lower levels. Employees at this level would perform incidental and peripheral tasks to their main function and have the ability to move between areas to the level of their training.

Indicative tasks/skills at this level in addition to those at Level 2 may include:

- Trade duties (qualified) i.e. cook/chef, hairdresser
 - Supervision of non-trade workgroups (including Level 1 and Level 2 employees)
 - non nursing hygiene/pest control,
 - housekeeper,
 - therapy assistant (qual),
 - fire safety and security,
 - dresser, orderly, theatre assistant,
 - anaesthetic technician.

A.3 Skills Based Assessment Structures

- (a) Where the employer has introduced appropriate skills-based assessment structures, progression within Levels may be dependent upon the employee successfully acquiring skills as set out in the skills based assessment structures.
- (b) Where no skills based assessment structure exists progression for all employees (whether full-time, part-time or casual) within each Level will occur when such employee has been employed at a particular rate of wage within a Level for the equivalent of 12 months ordinary time service (1976 ordinary time hours). For the purposes of this clause "ordinary time service" with the same or another employer within the same Level in the same industry shall be counted for progression.
- (c) Where an employee declines an offer by their employer to participate in skills based assessment structures provided in accordance with this clause, the employer may withhold progression of that employee within that employee's Level of employment. Any disputes arising from this clause shall be dealt with in accordance with the Grievance and Dispute Settlement Procedure of the Agreement.
- (d) If the Hospital introduces such skills based structures it shall provide such structural training to the employee at no cost to the employee.

A.7 RATES OF WAGES

The rates of wages payable are to be operative from the dates indicated in Table 2 below.

Table 2: Permanent Base Rates of Pay

Classification Level		Current		5%		4%		4%	
				Effective from the first full pay period commencing on or after the date this Agreement commences operation		Effective from the first full pay period commencing on or after 01/01/2025		Effective from the first full pay period commencing on or after 1/01/2026	
		\$/wk	\$/hr	\$/wk	\$/hr	\$/wk	\$/hr	\$/wk	\$/hr
Level 1	Step 1	\$911.62	\$23.9900	\$957.20	\$25.1895	\$995.49	\$26.1971	\$1,035.31	\$27.2450
	Step 2	\$946.40	\$24.9052	\$993.72	\$26.1505	\$1,033.47	\$27.1965	\$1,074.81	\$28.2844
	Step 3	\$987.73	\$25.9930	\$1,037.12	\$27.2927	\$1,078.61	\$28.3844	\$1,121.75	\$29.5198
	Step 4	\$1,019.75	\$26.8355	\$1,070.74	\$28.1773	\$1,113.57	\$29.3044	\$1,158.11	\$30.4766
Level 2	Step 1	\$1,041.26	\$27.4015	\$1,093.32	\$28.7716	\$1,137.06	\$29.9225	\$1,182.54	\$31.1194
	Step 2	\$1,069.93	\$28.1561	\$1,123.43	\$29.5639	\$1,168.37	\$30.7465	\$1,215.10	\$31.9764
	Step 3	\$1,098.52	\$28.9084	\$1,153.44	\$30.3538	\$1,199.58	\$31.5680	\$1,247.57	\$32.8307
	Step 4	\$1,123.96	\$29.5780	\$1,180.16	\$31.0569	\$1,227.37	\$32.2992	\$1,276.46	\$33.5912
Level 3	Step 1	\$1,144.38	\$30.1152	\$1,201.60	\$31.6210	\$1,249.66	\$32.8858	\$1,299.65	\$34.2012
	Step 2	\$1,176.35	\$30.9567	\$1,235.17	\$32.5045	\$1,284.58	\$33.8047	\$1,335.96	\$35.1569
	Step 3	\$1,204.50	\$31.6973	\$1,264.72	\$33.2822	\$1,315.31	\$34.6135	\$1,367.93	\$35.9980
	Step 4	\$1,228.76	\$32.3358	\$1,290.20	\$33.9526	\$1,341.81	\$35.3107	\$1,395.48	\$36.7231

SCHEDULE B – SUPPORTED WAGE SYSTEM

B.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

B.2 In this schedule:
approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.
assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.
disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme.
relevant minimum wage means the minimum wage prescribed in this Agreement for the class of work for which an employee is engaged.
supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au.
SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate.

B.3 Eligibility criteria

- B.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- B.3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.

B.4 Supported wage rates

B.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (clause 0) %	Relevant minimum wage %
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

- B.4.2 Provided that the minimum amount payable must be not less than **\$102** per week.
- B.4.3 Where an employee's assessed capacity is **10%**, they must receive a high degree of assistance and support.

B.5 Assessment of capacity

- B.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the SWS by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.
- B.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

B.6 Lodgement of SWS wage assessment agreement

- B.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.
- B.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the Agreement is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

SCHEDULE C – OFFERS AND REQUESTS FOR CASUAL CONVERSION

Division 4A—Offers and requests for casual conversion

Subdivision A—Application of Division

66A Division applies to casual employees etc.

- (1) This Division applies in relation to an employee who is a casual employee.
- (2) A reference in this Division to full-time employment or part-time employment is taken not to include employment for a specified period of time, for a specified task or for the duration of a specified season.

Subdivision B—Employer offers for casual conversion

66AA Subdivision does not apply to small business employers

This Subdivision does not apply in relation to an employer that is a small business employer.

66B Employer offers

- (1) Subject to section 66C, an employer must make an offer to a casual employee under this section if:
 - (a) the employee has been employed by the employer for a period of 12 months beginning the day the employment started; and
 - (b) during at least the last 6 months of that period, the employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to work as a full-time employee or a part-time employee (as the case may be).

Note: An employee who meets the requirements of paragraphs (a) and (b) would also be a regular casual employee because the employee has been employed by the employer on a regular and systematic basis.

- (2) The offer must:
 - (a) be in writing; and
 - (b) be an offer for the employee to convert:
 - (i) for an employee that has worked the equivalent of full-time hours during the period referred to in paragraph (1)(b)—to full-time employment; or
 - (ii) for an employee that has worked less than the equivalent of full-time hours during the period referred to in paragraph (1)(b)—to part-time employment that is consistent with the regular pattern of hours worked during that period; and
 - (c) be given to the employee within the period of 21 days after the end of the 12 month period referred to in paragraph (1)(a).

Note: If an offer is accepted, the conversion to full-time employment or part-time employment has effect for all purposes (see section 66K).

- (3) For the purposes of paragraph (2)(b), in determining whether an award/agreement free employee has worked the equivalent of full-time hours, regard may be had to the hours of work of any other full-time employees of the employer employed in the same position as (or in a position that is comparable to) the position of the employee.

66C When employer offers not required

- (1) Despite section 66B, an employer is not required to make an offer under that section to a casual employee if:
 - (a) there are reasonable grounds not to make the offer; and
 - (b) the reasonable grounds are based on facts that are known, or reasonably foreseeable, at the time of deciding not to make the offer.

- (2) Without limiting paragraph (1)(a), reasonable grounds for deciding not to make an offer include the following:
 - (a) the employee's position will cease to exist in the period of 12 months after the time of deciding not to make the offer;
 - (b) the hours of work which the employee is required to perform will be significantly reduced in that period;
 - (c) there will be a significant change in either or both of the following in that period:
 - (i) the days on which the employee's hours of work are required to be performed;
 - (ii) the times at which the employee's hours of work are required to be performed; which cannot be accommodated within the days or times the employee is available to work during that period;
 - (d) making the offer would not comply with a recruitment or selection process required by or under a law of the Commonwealth or a State or a Territory.
- (3) An employer must give written notice to a casual employee in accordance with subsection (4) if:
 - (a) the employer decides under subsection (1) not to make an offer to the employee; or
 - (b) the employee has been employed by the employer for the 12 month period referred to in paragraph 66B(1)(a) but does not meet the requirement referred to in paragraph 66B(1)(b).

Note: If an employer fails to give notice to a casual employee, the employee has a residual right to request conversion to full-time or part-time employment in certain circumstances: see Subdivision C.
- (4) The notice must:
 - (a) advise the employee that the employer is not making an offer under section 66B; and
 - (b) include details of the reasons for not making the offer (including any grounds on which the employer has decided to not make the offer); and
 - (c) be given to the employee within 21 days after the end of the 12 month period referred to in paragraph 66B(1)(a).

66D Employee must give a response

- (1) The employee must give the employer a written response to the offer within 21 days after the offer is given to the employee, stating whether the employee accepts or declines the offer.
- (2) If the employee fails to give the employer a written response in accordance with subsection (1), the employee is taken to have declined the offer.

66E Acceptances of offers

- (1) If the employee accepts the offer, the employer must, within 21 days after the day the acceptance is given to the employer, give written notice to the employee of the following:
 - (a) whether the employee is converting to full-time employment or part-time employment;
 - (b) the employee's hours of work after the conversion takes effect;
 - (c) the day the employee's conversion to full-time employment or part-time employment takes effect.
- (2) However, the employer must discuss with the employee the matters the employer intends to specify for the purposes of paragraphs (1)(a), (b) and (c) before giving the notice.
- (3) The day specified for the purposes of paragraph (1)(c) must be the first day of the employee's first full pay period that starts after the day the notice is given, unless the employee and employer agree to another day.

Subdivision C—Residual right to request casual conversion

66F Employee requests

- (1) A casual employee may make a request of an employer under this section if:
- (a) the employee has been employed by the employer for a period of at least 12 months beginning the day the employment started; and
 - (b) the employee has, in the period of 6 months ending the day the request is given, worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to work as a full-time employee or a part-time employee (as the case may be); and
 - (c) all of the following apply:
 - (i) the employee has not, at any time during the period referred to in paragraph (b), refused an offer made to the employee under section 66B;
 - (ii) the employer has not, at any time during that period, given the employee a notice in accordance with paragraph 66C(3)(a) (which deals with notice of employer decisions not to make offers on reasonable grounds);
 - (iii) the employer has not, at any time during that period, given a response to the employee under section 66G refusing a previous request made under this section;
 - (iv) if the employer is not a small business employer—the request is not made during the period of 21 days after the period referred to in paragraph 66B(1)(a).

Note: Nothing in this Subdivision prevents an employee from requesting to convert to full-time or part-time employment outside the provisions of this Division, or prevents an employer from granting such a request.

- (2) The request must:
- (a) be in writing; and
 - (b) be a request for the employee to convert:
 - (i) for an employee that has worked the equivalent of full-time hours during the period referred to in paragraph (1)(b)—to full-time employment; or
 - (ii) for an employee that has worked less than the equivalent of full-time hours during the period referred to in paragraph (1)(b)—to part-time employment that is consistent with the regular pattern of hours worked during that period; and
 - (c) be given to the employer.

Note: If a request is accepted, the conversion to full-time employment or part-time employment has effect for all purposes (see section 66K).

- (3) For the purposes of paragraph (1)(b), in determining whether an award/agreement free employee has worked the equivalent of full-time hours, regard may be had to the hours of work of any other full-time employees of the employer employed in the same position as (or in a position that is comparable to) the position of the employee.

66G Employer must give a response

The employer must give the employee a written response to the request within 21 days after the request is given to the employer, stating whether the employer grants or refuses the request.

66H Refusals of requests

- (1) The employer must not refuse the request unless:
- (a) the employer has consulted the employee; and
 - (b) there are reasonable grounds to refuse the request; and
 - (c) the reasonable grounds are based on facts that are known, or reasonably foreseeable, at the time of refusing the request.

- (2) Without limiting paragraph (1)(b), reasonable grounds for refusing the request include the following:
 - (a) it would require a significant adjustment to the employee's hours of work in order for the employee to be employed as a full-time employee or part-time employee;
 - (b) the employee's position will cease to exist in the period of 12 months after giving the request;
 - (c) the hours of work which the employee is required to perform will be significantly reduced in the period of 12 months after giving the request;
 - (d) there will be a significant change in either or both of the following in the period of 12 months after giving the request:
 - (i) the days on which the employee's hours of work are required to be performed;
 - (ii) the times at which the employee's hours of work are required to be performed; which cannot be accommodated within the days or times the employee is available to work during that period;
 - (e) granting the request would not comply with a recruitment or selection process required by or under a law of the Commonwealth or a State or a Territory.
- (3) If the employer refuses the request, the written response under section 66G must include details of the reasons for the refusal.

66J Grants of requests

- (1) If the employer grants the request, the employer must, within 21 days after the day the request is given to the employer, give written notice to the employee of the following:
 - (a) whether the employee is converting to full-time employment or part-time employment;
 - (b) the employee's hours of work after the conversion takes effect;
 - (c) the day the employee's conversion to full-time employment or part-time employment takes effect.
- (2) However, the employer must discuss with the employee the matters the employer intends to specify for the purposes of paragraphs (1)(a), (b) and (c) before giving the notice.
- (3) The day specified for the purposes of paragraph (1)(c) must be the first day of the employee's first full pay period that starts after the day the notice is given, unless the employee and employer agree to another day.
- (4) To avoid doubt, the notice may be included in the written response under section 66G.

Subdivision D—Other provisions

66K Effect of conversion

To avoid doubt, an employee is taken, on and after the day specified in a notice for the purposes of paragraph 66E(1)(c) or 66J(1)(c), to be a full-time employee or part-time employee of the employer for the purposes of the following:

- (a) this Act and any other law of the Commonwealth;
- (b) a law of a State or Territory;
- (c) any fair work instrument that applies to the employee;
- (d) the employee's contract of employment.

66L Other rights and obligations

- (1) An employer must not reduce or vary an employee's hours of work, or terminate an employee's employment, in order to avoid any right or obligation under this Division.

Note: The general protections provisions in Part 3-1 also prohibit the taking of adverse action by an employer against an employee (which includes a casual employee) because of a workplace right of the employee under this Division.

- (2) Nothing in this Division:
 - (a) requires an employee to convert to full-time employment or part-time employment; or
 - (b) permits an employer to require an employee to convert to full-time employment or part-time employment; or
 - (c) requires an employer to increase the hours of work of an employee who requests conversion to full-time employment or part-time employment under this Division.

66M Disputes about the operation of this Division

Application of this section

- (1) This section applies to a dispute between an employer and employee about the operation of this Division.
- (2) However, this section does not apply in relation to the dispute if any of the following includes a term that provides a procedure for dealing with the dispute:
 - (a) a fair work instrument that applies to the employee;
 - (b) the employee's contract of employment;
 - (c) another written agreement between the employer and employee.

Note: Modern awards and enterprise agreements must include a term that provides a procedure for settling disputes in relation to the National Employment Standards (see paragraph 146(b) and subsection 186(6)).

Resolving disputes

- (3) In the first instance, the parties to the dispute must attempt to resolve the dispute at the workplace level, by discussions between the parties.

FWC may deal with disputes

- (4) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the dispute to the FWC.
- (5) If a dispute is referred under subsection (4):
 - (a) the FWC must deal with the dispute; and
 - (b) if the parties notify the FWC that they agree to the FWC arbitrating the dispute—the FWC may deal with the dispute by arbitration.

Note: For the purposes of paragraph (a), the FWC may deal with the dispute as it considers appropriate, including by mediation, conciliation, making a recommendation or expressing an opinion (see subsection 595(2)).

Representatives

- (6) The employer or employee to the dispute may appoint a person or industrial association to provide the employer or employee (as the case may be) with support or representation for the purposes of resolving, or the FWC dealing with, the dispute.

Note: A person may be represented by a lawyer or paid agent in a matter before the FWC only with the permission of the FWC (see section 596).

SIGNED ON BEHALF OF ST ANDREW'S TOOWOOMBA HOSPITAL

SIGNATURE..... 

FULL NAME: Arlene YARRAKAY

CAPACITY TO SIGN: ACTING CEO

DATE: 11 December '23

ADDRESS: 280 NORTH STREET,
TOOWOOMBA, QLD, 4350

IN THE PRESENCE OF:


SIGNATURE..... 

FULL NAME: TRACIE BEVERIDGE

DATE: 11.12.2023

ADDRESS: 280 NORTH STREET,
TOOWOOMBA, QLD, 4350

SIGNED ON BEHALF OF THE EMPLOYEES

SIGNATURE: 

FULL NAME: Stacey Lee Schinnerl

CAPACITY TO SIGN: As Branch Secretary of The Australian Workers' Union

DATE: 11.12.23

ADDRESS: Level 13, 333 Adelaide St,
Brisbane QLD 4000

IN THE PRESENCE OF:

SIGNATURE: 

FULL NAME: Teehan Habib

DATE: 11.12.23

ADDRESS: Level 13, 333 Adelaide St,
Brisbane QLD 4000