



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

St Andrew's Toowoomba Hospital
(AG2024/2507)

ST ANDREW'S TOOWOOMBA HOSPITAL - CLERICAL ENTERPRISE AGREEMENT 2024-2026

Health and welfare services

DEPUTY PRESIDENT SLEVIN

SYDNEY, 2 SEPTEMBER 2024

Application for approval of a single-enterprise agreement

[1] St Andrew's Toowoomba Hospital has applied for approval of an enterprise agreement known as the *Pierce Engineering Pty Ltd Enterprise Agreement 2024* (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). The Agreement is a single enterprise agreement. The Commission must approve the Agreement if satisfied that the requirements in ss 186 and 187 are met.

[2] Section 186(2)(c) requires that the Agreement not exclude the National Employment Standards. An issue was raised as Agreement provided a more restrictive definition of a shiftworker than Clause 27.2 of the Award. In response the Applicant provided an undertaking.

[3] Section 186(2)(d) requires the Commission to be satisfied the agreement passes the better off overall test (BOOT). The test is found in s 193 of the Act and it is to be applied in accordance with s 193A. Under s 193 the Commission must be satisfied, as at the time the application for approval was made, that each award covered employee, and each reasonably foreseeable employee, for the agreement would be better off overall if the agreement applied to the employee than the relevant modern award.

[4] Here the relevant award is *Health Professionals and Support Services Award 2020*. In applying the test, the Commission is required by s 193A to make a global assessment of whether each employee would be better off having regard to the terms of the agreement which would be more beneficial than the Award and the terms which would be less beneficial. In making that assessment, the Commission may have regard to the patterns or kinds of work, or types of employment, that are reasonably foreseeable at the time of the application.

[5] An issue was raised as the rates of pay for Clerk Level 1 Year 3 employees are 0.03% below the Award for full and part time employees and 0.02% below for casuals. In response

to this the Applicant provided a specific undertaking ensuring those rates were above the Award.

[6] A further issue was raised in relation to Supported Wages. Schedule C of the Agreement provides for a supported wage system and states that the minimum amount payable must be not less than \$102 per week. This is less than the \$106 per week provided for at Schedule F of the Award. In response to this the Applicant provided an undertaking.

[7] Additional issues were raised in relation to Casual employees. Clauses 4.3.4(iii), 4.3.5(c) and 4.3.6(c) of the Agreement provide that in the instance of a casual employee, the Shift/weekend/Public Holiday Penalty Rate prescribed shall be calculated on the relevant rate of pay exclusive of casual loading. The Award provides for casual employees to receive these penalties as well as the casual loading on a cumulative basis. In response to this the Applicant provided an undertaking.

[8] Clause 3.4 of the Agreement provides minimum engagement for casuals is 2 hours. This is less than the 3 Hours provided by Clause 11.2 of the Award. In response to this the Applicant provided an undertaking.

[9] Given the explanations provided by the applicant, the undertakings provided, and having regard to s.193A(6), and in particular the types of employment and patterns of work of the employees covered by the Agreement, I am satisfied that the BOOT is met.

[10] A copy of the undertakings in relation to the matters raised is attached in Annexure A. The terms of the undertakings were provided to all bargaining representatives. No objection was raised. Pursuant to s.201(3), the undertakings are taken to be terms of the Agreement

[11] The Agreement does not cover all employees of the employer, however, taking into account the factors in sections 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[12] Having regard to the undertakings and the material contained in the application and filed in relation to it, including submissions of the applicant as to intended operation of the Agreement, I am satisfied that each of the requirements of ss.186 and 187 are met.

[13] The Agreement was approved on 2 September 2024, and, in accordance with s.54, will operate from 9 September 2024. As per Clause 1.2 the nominal expiry date is 31 January 2026

[14] The Applicant advised the Commission advising that due to an administrative error, a number of wage rates in Table 1 of Schedule B of the Agreement are lower than intended and a corrected wage table has been provided. The errors relate to the hourly wage rates in the table which were incorrectly calculated. This had an impact on the way the rates of pay were recorded in the table for employees at Clerk level 2, Clerk level 4 and Clerk level 5 levels. The Applicant requests that the Agreement be varied to reflect properly calculated increases for these classifications.

[15] I consider that the table contains defects that are amenable to variation in accordance with s. 218A as requested by the Applicant. No objection was taken to this course by QNurses First Inc. Consequently, I order that the Agreement be varied to replace table in Schedule B

with the table annexed to this decision as Annexure B. The variation is to take effect from 9 September 2024



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE525968 PR778833>

Annexure A

THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/2507

Applicant: St Andrew’s Toowoomba Hospital

Section 185 – Application for approval of a single enterprise agreement

I, Linda Jorgensen, Chief Executive Officer, have the authority given to me by St Andrew’s Toowoomba Hospital to give the following undertakings with respect to the *St Andrew’s Toowoomba Hospital – Clerical Enterprise Agreement 2024-2026* (“the Agreement”):

Minimum engagement for casual employees

- 1. The minimum engagement for a casual employee will be 3 hours.

Shift, weekend, and public holiday penalties for casual employees

- 2. For the avoidance of doubt, a casual employee will be paid the relevant percentage in the table below of the (FT/PT) minimum hourly rate of pay applicable to their classification and pay point for work performed on shift work, weekends, or a public holiday, but will not be paid the casual loading of 25%:

Afternoon shift	Night shift	Saturday	Sunday	Public holiday
137.5%	145%	175%	225%	275%

Extra week of annual leave for certain shiftworkers

- 3. Clause 6.1.2 of the Agreement is deleted and replaced with the following:
 - “6.1.2 Additional leave for certain shiftworkers**
 - (a) The NES provides that an employee who is defined as a shiftworker under clause 6.1.2 is entitled to an additional week’s annual leave on the same terms and conditions.
 - (b) For the purpose of the NES a shiftworker is an employee who is regularly rostered to work Sundays and public holidays.”

Clerk Level 1 Year 3


4. The minimum rates of pay for Clerk Level 1 Year 3 will be in accordance with the table below:

Rates operative from the first full pay period commencing on or after:					
1 January 2024		1 January 2025		1 January 2026	
5.00%		4.00%		3.00%	
FT/PT \$/hr	Casual \$/hr	FT/PT \$/hr	Casual \$/hr	FT/PT \$/hr	Casual \$/hr
\$26,8600	\$33,5750	\$27,9344	\$34,9180	\$28,7724	\$35,9655

Supported wage

5. The minimum amount payable under clause C.4.2 of Schedule C of the Agreement will at no time be less than that provided by F.4.2 of Schedule F of the *Health Professionals and Support Services Award 2020*.

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

Signature: 

Date: 05/08/2024

Annexure B

Rates operative from the first full pay period commencing on or after:

		Current		5.00%		4.00%		3.00%	
		As at 22 Sep 23		1 January 2024		1 January 2025		1 January 2026	
		FT/PT \$/hr	Casual \$/hr	FT/PT \$/hr	Casual \$/hr	FT/PT \$/hr	Casual \$/hr	FT/PT \$/hr	Casual \$/hr
CORRECTED	Classification								
	Yr.								
Clerk Level 1									
	1	24.4972	30.6215	25.7221	32.1526	26.7509	33.4387	27.5535	34.4418
	2	25.0228	31.2785	26.2739	32.8424	27.3249	34.1561	28.1446	35.1808
	3	25.5647	31.9559	26.8429	33.5537	27.9167	34.8958	28.7542	35.9427
	4	26.1056	32.6319	27.4109	34.2635	28.5073	35.6340	29.3625	36.7031
Clerk Level 2									
	1	26.6159	33.2699	27.9467	34.9334	29.0646	36.3307	29.9365	37.4207
	2	27.1727	33.9658	28.5313	35.6641	29.6726	37.0907	30.5628	38.2034
	3	27.6983	34.6229	29.0832	36.3540	30.2465	37.8082	31.1539	38.9425
	4	27.9768	34.9710	29.3756	36.7196	30.5507	38.1883	31.4672	39.3340
	5	28.2398	35.2998	29.6518	37.0648	30.8379	38.5474	31.7630	39.7038
	6	28.5336	35.6670	29.9603	37.4504	31.1587	38.9484	32.0935	40.1168
Clerk Level 3									
	1	29.5693	36.9617	31.0478	38.8098	32.2897	40.3622	33.2584	41.5730
	2	30.3741	37.9676	31.8928	39.8660	33.1685	41.4606	34.1636	42.7044
	3	30.6680	38.3351	32.2014	40.2519	33.4895	41.8619	34.4941	43.1178
	4	30.8116	38.5145	32.3522	40.4402	33.6463	42.0578	34.6557	43.3196
	5	31.1750	38.9687	32.7338	40.9171	34.0431	42.5538	35.0644	43.8304
	6	31.6284	39.5360	33.2098	41.5128	34.5382	43.1733	35.5744	44.4685
Clerk Level 4									
	1	31.6296	39.5370	33.8798	42.3498	35.2350	44.0438	36.2921	45.3651
	2	32.2665	40.3331	34.5302	43.1627	35.9114	44.8893	36.9887	46.2359
	3	32.8859	41.1074	35.5763	44.4704	36.9994	46.2492	38.1093	47.6367
	4	33.8822	42.3528	35.7866	44.7333	37.2181	46.5226	38.3346	47.9183
	5	34.0825	42.6032	36.3601	45.4502	37.8145	47.2682	38.9490	48.6862
Clerk Level 5									
	1	34.6287	43.2858	37.3782	46.7228	38.8733	48.5917	40.0395	50.0494
	2	35.5983	44.4980	37.9043	47.3804	39.4205	49.2756	40.6031	50.7539
	3			38.4136	48.0170	39.9502	49.9377	41.1487	51.4358
	4			38.9337	48.6672	40.4911	50.6139	41.7058	52.1323

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



ST ANDREW'S TOOWOOMBA HOSPITAL – CLERICAL ENTERPRISE AGREEMENT 2024 - 2026

ST ANDREW'S TOOWOOMBA HOSPITAL MISSION STATEMENT: "Excellence in Care and Service"

SATH Code of Conduct and our values

Respect – We value respect for everyone, which provides the foundation for engagement and interactions with others

Dignity – We value dignity by treating others (and ourselves) with respect as valued individual

Empathy – We value empathy by demonstrating kindness and compassion

Courtesy – We value courtesy by demonstrating politeness in our attitude and behaviour

Fairness – We value fairness by being accountable while acting in an equitable and ethical manner at all times

Honesty – We value honesty by accepting responsibility while demonstrating integrity and acting in a truthful, trustworthy, and genuine manner

Our services are at all times provided with caring support through ethical and legal professional practices.

Objectives - The objectives of the St Andrews Toowoomba Hospital are to:

- conduct and maintain a true community hospital in which Jesus Christ is proclaimed as Healer and Redeemer and in which religious services are conducted for patients and our team with due regard for their personal freedom;
- provide hospital and nursing services for the public, irrespective of religious beliefs, which services include non-paying, intermediate and private beds;
- establish a training and mentoring culture whether or not in collaboration with any other authority or in conformity with any other statute for the training of medical students, nurses, physiotherapists and others who are engaged in any service which is ancillary to medical treatment; and
- do, make, perform and execute all such further acts, matters and things which may be essential to carry out the above objectives.

ARRANGEMENT OF AGREEMENT

Part 1 – Application and operation

1.1	Name of Agreement.....	4
1.2	Date and period of operation.....	4
1.3	Scope of Agreement.....	4
1.4	Replacement of prior agreement.....	4
1.5	Purpose and intent.....	5
1.6	Relationship to NES.....	5
1.7	Access to Agreement.....	5
1.8	Renegotiation of Agreement.....	5
1.9	Definitions.....	5
1.10	No extra claims.....	6

Part 2 – Communication, consultation and dispute resolution

2.1	Joint consultative committee.....	6
2.2	Workload management strategies.....	6
2.3	Consultation on workplace change.....	7
2.4	Grievance and dispute settlement procedure.....	9

Part 3 – Employer and employee duties, employment relationship and related arrangements

3.1	Employment categories.....	10
3.2	Full-time employment.....	10
3.3	Part-time employment.....	10
3.4	Casual employment.....	11
3.5	Flexibility arrangements.....	11
3.6	Termination of employment.....	12
3.7	Redundancy.....	14
3.8	Requests for flexible working arrangements	16

Part 4 – Wages and wage related matters

4.1	Classifications.....	17
4.2	Progression through wage points.....	17
4.3	Wage rates.....	17
4.4	Allowances.....	19
4.5	Payment of wages.....	20
4.6	Superannuation.....	20

Part 5 – Hours of work, penalty rates, overtime and breaks

5.1	Ordinary hours of work.....	21
5.2	Accrued days off (ADOs).....	21
5.3	38 hour working week.....	21
5.4	Rosters.....	22
5.5	Broken rostered periods of duty.....	22
5.6	Minimum break between shifts or after overtime.....	23
5.7	Overtime.....	23
5.8	Meal breaks.....	25
5.9	Lactation breaks.....	25

Part 6 – Leave and public holidays

6.1	Annual leave.....	26
6.2	Public holidays.....	28
6.3	Personal/carer’s leave.....	28
6.4	Compassionate leave.....	30
6.5	Family and domestic violence leave.....	31
6.6	Ceremonial leave.....	32
6.7	Leave without pay.....	32
6.8	Parental leave.....	32
6.9	Long service leave.....	33
6.10	Natural disaster leave – floods, cyclones, bushfires and storms.....	35

Part 7 – Miscellaneous

7.1	Car parking.....	36
7.2	Training and development.....	36
7.3	Employee representative rights.....	36

Schedules

A	Employee classifications and gradings.....	37
B	Wages and allowances.....	43
C	Supported wage system.....	45

PART 1 – APPLICATION AND OPERATION

1.1 Name of Agreement

This Agreement shall be called the *St Andrew’s Toowoomba Hospital – Clerical Enterprise Agreement 2024 – 2026*.

1.2 Date and period of operation

This Agreement shall commence operating 7 days after receiving approval by the Commission and shall remain in force until 31 January 2026 and thereafter in accordance with the Act.

1.3 Scope of Agreement

This Agreement shall apply to St Andrew’s Toowoomba Hospital (ABN 95 820 855 300) in respect to its operations in the State of Queensland and those employees whose classifications and rates of pay are set out in Schedules A and B of this Agreement and who would otherwise be covered by the terms of the Award.

1.4 Replacement of prior agreement

This Agreement replaces the *St Andrew’s Toowoomba Hospital - AMACSU Enterprise Agreement 2013-2015*.

1.5 Purpose and intent

The purpose and intent of this Agreement is to:

- (a) ensure a period of stability and security during the life of the Agreement;
- (b) provide a co-operative, consultative and supportive workplace that recognises the value of participation by all parties to this Agreement;
- (c) achieve improved service levels and the best quality of health care;
- (d) provide a safe working environment for all employees;
- (e) provide job security for all employees; and
- (f) ensure employees are sufficiently empowered, trained and resourced to commit their creativity and endeavour to the workplace whilst be commensurately rewarded for their effort.

1.6 Relationship to 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 Access to Agreement

A copy of this Agreement and the NES shall be displayed in a conspicuous and convenient place on the employer's premises either in hard copy or soft copy (whichever makes them more accessible), so as to be easily read by all employees. For example, a copy may be displayed and accessed by employees via the employer's SharePoint platform.

1.8 Renegotiation of Agreement

Negotiations for a new enterprise agreement will commence at least 6 months prior to the expiration of this Agreement.

1.9 Definitions

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

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

Award means the *Health Professionals and Support Services Award 2020*.

Commission means the Fair Work Commission.

Employer means St Andrew's Toowoomba Hospital.

Facility means St Andrew's Toowoomba Hospital, 280 North Street, Toowoomba.

Hospital means St Andrew's Toowoomba Hospital, 280 North Street, Toowoomba, which is an establishment licensed as a private hospital in accordance with the provisions of the *Private Health Facilities Act 1999* or other relevant legislation as amended from time to time.

Immediate family means a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of an employee or a child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner.

For the purposes of this definition, "**spouse**" includes a former spouse and "**de facto partner**" 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 includes a former de facto partner of the employee.

NES means the National Employment Standards.

State means the State of Queensland.

1.10 No extra claims

The parties agree that during the life of this Agreement, there will be no further claims made by either party.

PART 2 – COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

2.1 Joint Consultative Committee

2.1.1 The Hospital and employees may mutually agree to operate a Joint Consultative Committee comprised of nominated employees, employee representatives and Hospital representatives.

2.1.2 The Joint Consultative Committee will meet on an as needs basis and:

- (a) oversee the implementation of the Agreement;
- (b) provide feedback for proposed changes to workplace policies and procedures;
- (c) address workload and health and safety issues; and
- (d) work to maintain a co-operative and consultative workplace culture.

2.1.3 Minutes will be kept of meetings of the Joint Consultative Committee and standing agenda items will include:

- (a) operational issues;
- (b) workload management;
- (c) workplace health and safety;
- (d) proposed workplace change;
- (e) recruitment and retention; and
- (f) staff appointments.

2.2 Workload management strategies

2.2.1 The parties to this agreement acknowledge that staff and management in the Hospital have a responsibility to maintain a balanced workload and recognise the adverse effect that excessive or insufficient workloads may have. In addition, the parties to this agreement acknowledge that all staff and management have a duty to pursue appropriate strategies and work practices in order to identify and eliminate unnecessary tasks.

2.2.2 The parties' objective is that staff and management should have access to a number of avenues to ensure that as changes or new processes are adopted, consideration will be given to achieving a balanced workload for staff. Staff and management are encouraged to utilise the following avenues for raising workload issues:

- (a) consult supervisor or manager;
- (b) raise issues at staff meetings;
- (c) raise issues with the Joint Consultative Committee;
- (d) consult relevant Executive Manager.

2.2.3 If the issue is perceived not to have been satisfactorily addressed, it may be referred to the Joint Consultative Committee or progressed through the grievance procedure.

2.3 Consultation on workplace change

2.3.1 Clause 2.3 applies if the employer:

- (a) Prior to the employer making a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- (c) The employer must consult with the employee/employees' or the nominated representatives'

2.3.2 Major change

- (a) For a major change referred to in subclause 2.3.1(a):
 - (i) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (ii) subclauses 2.3.2(b) to 2.3.2(h) apply.
- (b) The relevant employees may appoint a representative for the purposes of the procedures in subclause 2.3.2. If a representative is appointed and the employer is advised of the identity of the representative, the employer must recognise the representative.
- (c) As soon as practicable after making its decision, the employer must:
 - (i) discuss with the relevant employees:
 - (A) the introduction of the change;
 - (B) the effect the change is likely to have on the employees; and
 - (C) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (ii) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (A) all relevant information about the change including the nature of the change proposed;
 - (B) information about the expected effects of the change on the employees; and
 - (C) any other matters likely to affect the employees.
- (d) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (e) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (f) In the first instance, the employer shall attempt to deal with changes that may result in job losses through redeployment. Sufficient training shall be provided for employees undertaking redeployment.
- (g) 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 subclause 2.3.2(a)(i), 2.3.2(b) and 2.3.2(c) are taken not to apply.

- (h) In clause 2.3, a major change is likely to have a significant effect on employees if it results in:
 - (i) the termination of the employment of employees;
 - (ii) major change to the composition, operation or size of the employer's workforce or to the skills required of employees;
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
 - (iv) the alteration of hours of work;
 - (v) the need to retrain employees;
 - (vi) the need to relocate employees to another workplace; or
 - (vii) the restructuring of jobs.

2.3.3 **Change to regular roster or ordinary hours of work**

- (a) For a change referred to in subclause 2.3.1(b):
 - (i) the employer must notify the relevant employees of the proposed change; and
 - (ii) subclauses 2.3.3(b) to 2.3.3(e) apply.
- (b) The relevant employees may appoint a representative for the purposes of the procedures in subclause 2.3.3. If a representative is appointed and the employer is advised of the identity of the representative, the employer must recognise the representative.
- (c) As soon as practicable after proposing to introduce the change, the employer must:
 - (i) discuss with the relevant employees the introduction of the change; and
 - (ii) for the purposes of the discussion—provide to the relevant employees:
 - (A) all relevant information about the change, including the nature of the change; and
 - (B) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (C) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (iii) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (d) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (e) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

2.3.4 In clause 2.3, **relevant employee** means the employees who may be affected by the change referred to in subclause 2.3.1.

2.4 Grievance and dispute settlement procedure

2.4.1 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.

2.4.2 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 2.4.

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

2.4.3 **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.

2.4.4 **Stage 2** – If the grievance or dispute is not resolved in Stage 1 the employee or the employee's chosen 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.

2.4.5 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 subclause 2.4.7.

2.4.6 **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 relevant department manager 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.

2.4.7 **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 the Chief Executive Officer for decision based on all relevant information and such decision shall be advised to the parties concerned in writing.

2.4.8 **Stage 5** – If the matter is not resolved by the Chief Executive Officer decision at Stage 4 then notification of the existence of the dispute is to be given to the Commission.

2.4.9 The parties agree that the Commission may make recommendations following a conciliation conference and that the parties shall give due consideration to matters raised or a suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.

- 2.4.10 If the dispute remains unresolved, the parties agree that the dispute will be arbitrated by the Commission and any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 2.4.11 If arbitration is necessary, the Commission may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- 2.4.12 The parties may be represented in any conciliation and/or arbitration phase.
- 2.4.13 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.
- 2.4.14 Whilst all of the above procedure is being followed normal work shall continue except in an instance of a genuine safety issue.
- 2.4.15 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 2.4.16 Nothing contained herein shall preclude an employee from consulting with the employee's nominated representative.
- 2.4.17 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.

PART 3 – EMPLOYER AND EMPLOYEE DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

3.1 Employment categories

Employees covered by this Agreement shall be advised in writing of their employment category upon appointment. Employment categories are:

- (a) Full-time (as prescribed in clause 3.2);
- (b) Part-time (as prescribed in clause 3.3); or
- (c) Casual (as prescribed in clause 3.4).

3.2 Full-time employment

- 3.2.1 The ordinary hours of work for a full-time employee are an average of 38 hours per week in a fortnight or 4 week period.
- 3.2.2 Not more than 10 ordinary hours of work (exclusive of meal breaks) are to be worked in any one day.

3.3 Part-time employment

- 3.3.1 A part-time employee is engaged to work less than an average of 38 hours per week.
- 3.3.2 The specified number of hours of a part-time employee may be balanced over a week, a fortnight or a 4 week period, according to a roster.

- 3.3.3 A part-time employee will be rostered for a minimum of 3 hours on any shift or day, provided that a part-time employee can be engaged for a shorter period than 3 hours for the purpose of attending training or meetings.
- 3.3.4 The ordinary working hours of a part-time employee shall be subject to the same conditions as those of a full-time employee, unless otherwise agreed in writing between the employee and employer.
- 3.3.5 Part-time employees will receive payment for wages, leave and allowances on a pro rata basis and accrue entitlements on a pro rata basis equivalent to full-time employees of the same classification.
- 3.3.6 The spread of ordinary working hours shall be worked as prescribed for a full-time employee and shall be worked in accordance with a roster.
- 3.3.7 Part-time employees may work additional hours (e.g. unrostered shifts or extra hours over and above their rostered shifts) by agreement.
- 3.3.8 Part time employees who work shifts additional to their contracted hours by agreement (as opposed to being directed) will be paid at their ordinary rate of pay, accruing all leave entitlements on additional hours worked.
- 3.3.9 Part-time employees are entitled to overtime as per subclause 5.7.6.

3.4 Casual employment

- 3.4.1 A casual employee is an employee who is engaged to work on an hourly basis up to 10 hours per day and up to 76 hours per fortnight.
- 3.4.2 A casual employee will be paid per hour calculated at the rate of 1/38th of the weekly rate appropriate to the employee's classification. In addition, a loading of 25% of that rate will be paid instead of entitlements from which casuals are excluded by the terms of this Agreement and the NES (See Part 2-2 of the Act) with a minimum of 2 hours' work in respect of each engagement.
- 3.4.3 A casual employee by mutual agreement between employer and employee on any shift or day, for the purpose of attending training or meetings can be engaged for a shorter period than 2 hours.
- 3.4.4 A casual employee's hours of work may be increased or decreased on each engagement.
- 3.4.5 ***Offers and requests for casual conversion***

Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES.

NOTE: Disputes about offers and requests for casual conversion under the NES are to be dealt with under clause 2.4 – Grievance and dispute settlement procedures.

3.5 Flexibility arrangements

- 3.5.1 The employer and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (a) the agreement deals with one or more of the following matters:
- (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading;

- (b) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in subclause 3.5.1(a); and
- (c) the arrangement is genuinely agreed to by the employer and employee.

3.5.2 The employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Act;
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

3.5.3 The employer must ensure that the individual flexibility arrangement:

- (a) is in writing;
- (b) includes the name of the employer and employee;
- (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee;
- (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms;
 - (iii) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

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

3.5.5 The employer or employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the employer and employee agree in writing — at any time.

3.5.6 The employee may appoint a representative for the purposes of the procedures in clause 3.5.

3.5.7 The parties covered by this Agreement will review all flexibility arrangements made prior to making the next Agreement.

3.6 Termination of employment

3.6.1 *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.

3.6.2 **Termination by employer**

- (a) The employer may dismiss an employee only if the employee has been given the following notice:

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

- (b) In addition to the notice in subclause 3.6.2(a), employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.
- (c) Payment in lieu of notice shall be made if the appropriate notice is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) In calculating any payment in lieu of notice, the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
- (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract
- (e) The periods of notice in subclauses 3.6.2(a) and 3.6.2(b) shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.
- (f) Where an employee ceases duty and has accrued credits which have not been utilised under the ADO system, such credits shall be paid to the employee on termination. Where the ADO has been taken in anticipation of credits, any shortfall at the date of termination shall be recovered from the employee. The shortfall may be recovered from any final monies payable to the employee on termination.

3.6.3 **Termination by employee**

- (a) The notice of termination required to be given by an employee (other than a casual employee) shall be one week.
- (b) If an employee who is at least 18 years old does not give the period of notice required under clause 3.6.3(a), 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.
- (c) If the employer has agreed to a shorter period of notice than that required under clause 3.6.3(a), then no deduction can be made under clause 3.6.3(b).
- (d) Any deduction made under clause 3.6.3(b) must not be unreasonable in the circumstances.

3.6.4 **Casual employees**

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

3.6.5 **Time off during notice period**

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

3.7 **Redundancy**

3.7.1 **Transfer to lower paid duties**

An employee who is redeployed to a position that attracts a lower level of remuneration (including such items as allowances and overtime) than the position which they previously held, shall have their level of remuneration frozen for a period of 3 months.

3.7.2 **Time off during notice period**

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

3.7.3 **Notice to Centrelink**

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

3.7.4 **Severance pay**

- (a) In addition to the period of notice prescribed for ordinary termination in subclause 3.6.2, and subject to further order of the Commission, an employee whose employment is terminated for reasons of redundancy shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
9 years or more	16 weeks

Note 1: This formula is in addition to any and all leave entitlements payable.

Note 2: Periods where the employee was employed and paid as a casual employee do not count towards years of service.

- (b) For the purpose of subclause 3.7.4, **Weeks' pay** means the ordinary time rate of pay for the employee concerned, provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

3.7.5 **Superannuation benefits**

The employer may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:

- (a) the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award-based superannuation scheme.

3.7.6 **Employee leaving during notice**

An employee whose employment is terminated due to their position becoming redundant, may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under clause 3.7 had such employee remained with the employer until the expiry of such notice, provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

3.7.7 **Alternative employment**

The employer, in a particular case, may make application to the Commission to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

3.7.8 **Employees with less than one year of service**

Clause 3.7 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.

3.7.9 **Employees exempted**

Clause 3.7 shall not apply:

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

3.7.10 **Exemptions where transmission of business**

- (a) The provisions of clause 3.7 are not applicable where a business is transmitted from the employer (transmittor) to another employer (transmittee), in any of the following circumstances:
 - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
 - (ii) where the employee rejects an offer of employment with the transmittee:
 - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
 - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Commission may amend subclause 3.7.10(a)(ii) if it is satisfied that it would operate unfairly in a particular case or in the instance of contrived arrangements.

3.7.11 **Incapacity to pay**

The employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription amended on the basis of the employer's incapacity to pay.

3.8 **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 2.4 — Grievance and dispute settlement procedures and/or under section 65B of the Act.

PART 4 – WAGES AND WAGE RELATED MATTERS

4.1 Classifications

- 4.1.1 All employees covered by this Agreement shall be classified according to the structure set out in Schedule A to this Agreement.
- 4.1.2 The employer must advise employees in writing of their classification upon commencement and of any subsequent changes to their classification.

4.2 Progression through wage points

- 4.2.1 Levels 1 to 5 of the classification structure contains varying wage points which provide for automatic yearly service increments within a level. Wage rates for full-time employees will increase annually in line with the rates specified. Part-time or casual employee will progress to the next year wage point following 1976 hours of experience. Periods of paid annual leave and personal/carer's leave will count as experience, however, periods of leave such as unpaid parental leave and leave without pay will not count as experience.
- 4.2.2 Appointment to a higher level is to occur where an employee is required to perform duties and skills at such a higher level in accordance with the classification criteria.
- 4.2.3 An employee may progress to a higher level in accordance with clause 4.2 without having progressed through all wage points within a lesser level.
- 4.2.4 **Years of service** are the years of service of a clerical employee within the classification level in the healthcare industry as a whole, including years of service to the employer.

4.3 Wage rates

4.3.1 Minimum wage rates

- (a) The ordinary time rates of pay for adult full-time employees covered by this Agreement shall be as set-out in Table 1 of Schedule B to this Agreement. All increases shown shall be applicable from the first full pay period commencing on or after the date shown.
- (b) No employee is to experience a reduction in ordinary time hourly wage rate as a result of the introduction of this Agreement.

4.3.2 Junior wage rates

A junior employee may be engaged to perform the duties of any classification level in this Agreement and will be paid the following percentage of the adult minimum wage rate for the classification level applicable to the junior employee:

Age	% of weekly rate of pay
18 years of age and under	70
19 years of age	80
20 years of age	90
21 years of age and over	100

4.3.3 Supported wage rates

Supported wage arrangements for employees with a disability are contained in Schedule C of this Agreement.

4.3.4 **Shift work – Extra Payment for Afternoon and Night Shifts**

- (a) In addition to the rates of pay prescribed in Schedule B of this Agreement, employees whilst engaged on afternoon shift and night shift, as defined, shall be paid for at the rate of ordinary time plus the addition of the shift allowance percentage for each such shift as follows:
 - (i) Afternoon shift 12.5%
 - (ii) Night shift 20%
- (b) For the purposes of subclause 4.3.4(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) In the instance of a casual employee the shift allowance prescribed herein shall be calculated on the relevant rate of pay exclusive of casual loading;
 - (iv) The shift allowance prescribed herein shall not apply to shift work performed by any employee on Saturday or Sunday where the extra payment prescribed by clause 4.3.5 apply.

4.3.5 **Extra Payment for Weekend Work**

- (a) All rostered ordinary hours worked by any employee between Midnight Friday and Midnight Sunday up to and including 10 ordinary hours in any one shift shall be paid for at the rate of ordinary time plus the additional percentage of the employee's ordinary time rate as follows:

Midnight Friday to Midnight Saturday	50%
Midnight Saturday to Midnight Sunday	100%

- (b) All time worked by an employee during the above weekend period in excess of ordinary hours in any one shift shall be paid at the appropriate overtime rate in lieu of the above additional percentages.
- (c) In the instance of a casual employee the weekend penalty rate prescribed herein shall be calculated on the relevant rate of pay exclusive of casual loading.

4.3.6 **Public holiday penalty rate**

An employee will be paid at the rate of double time and a half of their ordinary rate of pay for all ordinary time worked on a public holiday, with a minimum payment as for 4 hours provided that:

- (a) a shift commencing before midnight on the day preceding a public holiday and extending into the public holiday shall be regarded as a public holiday shift for only those hours that are worked on the public holiday and the minimum payment of 4 hours at the public holiday penalty rate will not apply if less than 4 hours of the shift is worked on the public holiday; and
- (b) a shift commencing before midnight on a public holiday and extending into the following day shall be regarded as a public holiday shift for only those hours that are worked on the public holiday and the minimum payment of 4 hours at the public holiday penalty rate will not apply if less than 4 hours of the shift is worked on the public holiday.
- (c) In the instance of a casual employee the Public Holiday Penalty Rate prescribed herein shall be calculated on the relevant rate of pay exclusive of casual loading

4.4 Allowances

4.4.1 Corporate uniforms

- (a) Sufficient, suitable and serviceable uniforms, which shall be of a recognised acceptable standard for the performance of duties, shall be supplied free of cost to each employee required to wear a uniform. Uniforms supplied by the employer will remain the property of the employer at all times.
- (b) **Sufficient** is defined as:
 - (i) one vest and one cardigan or jacket for each employee; and
 - (ii) 5 shirts and 5 bottoms for a full-time employee and pro rata for part-time and casual employees (e.g. in any given week that is worked, a part-time or casual employee will be provided with one shirt and one bottom for each shift that is worked, up to a maximum of 5 shifts in any given week).
- (c) Items of uniforms will be replaced by the employer on a fair, wear and tear basis. 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.
- (d) Employees are responsible for the laundering of uniforms at their own cost as Laundry Allowances previously paid to employees have been absorbed into the wage increases contained in Table 1 of Schedule B.

4.4.2 Higher duties

Any employee required to relieve another employee on a higher classification for which a higher rate of pay than they are receiving is fixed by this Agreement, shall be paid the higher duties allowance as specified in Table 2 of Schedule B to this Agreement per shift.

4.4.3 Overtime meal

An employee who is required to continue to work after the usual ceasing time shall be supplied with a reasonable meal at the employer's expense or be paid the overtime meal allowance specified in Table 2 of Schedule B to this Agreement per meal in lieu thereof, after more than two (2) hours. If an employee continues to so work, the employee shall be allowed an additional meal or the allowance in lieu thereof for each completed four hours worked after the first hour.

4.4.4 Occasional interpreting allowance

An employee not employed as a full-time interpreter who is required to perform interpreting duties will receive an allowance as specified in Table 2 of Schedule B to this Agreement per shift.

4.4.5 On-call allowance

The provisions hereunder apply to 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 for each 24 hour period or part thereof as specified in table 2.
- (b) Payment shall be calculated by reference to the calendar day on which the major portion of the on-call period falls.

4.4.6 Vehicle allowance

An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance as per Table 2 of Schedule B to this Agreement per kilometre.

4.5 Payment of wages

- 4.5.1 All employees shall be paid fortnightly by electronic funds transfer provided 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. Any alternative arrangements of paying wages shall be at the discretion of the employer.
- 4.5.2 If a 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 public holidays.

4.6 Superannuation

- 4.6.1 Superannuation contributions on behalf of each eligible employee shall comply with the *Superannuation Guarantee (Administration) Act 1992*.
- 4.6.2 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.
- 4.6.3 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.
- 4.6.4 ***Salary packaging arrangements***
- (a) St Andrew's Toowoomba Hospital is able to provide salary packaging to all employees to provide a tax-free benefit to increase net pay. Eligible employees can package to a maximum amount as set by the Australian Taxation Office per FBT year (1 April to 31 March).
 - (b) Fortnightly packaging fees apply and it is strongly recommended that an employee obtains financial advice prior to commencing salary packaging.
 - (c) A written salary packaging agreement will be entered into between the employee and the appointed independent salary package provider in accordance with Australian Taxation Office guidelines.
 - (d) Further details on packaging arrangements are available from the provider RemServ.
 - (e) St Andrew's Toowoomba Hospital reserves the right to change the salary sacrifice provider.

PART 5 – HOURS OF WORK, PENALTY RATES, OVERTIME AND BREAKS

5.1 Ordinary hours of work

5.1.1 Subject to the exceptions hereinafter provided, the ordinary hours of work shall be an average of 38 hours per week as rostered, to be worked on one of the following bases:

- (a) 38 hours within a cycle not exceeding 7 consecutive days;
- (b) 76 hours within a work cycle not exceeding 14 consecutive days;
- (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
- (d) 152 hours within a work cycle not exceeding 28 consecutive days.

5.1.2 Ordinary hours can be arranged over any day of the week from Monday to Sunday.

5.1.3 The ordinary hours for day workers will be worked between the hours of 6.00am and 6.00pm provided that the span of hours may be amended by one hour at either end by agreement between the employer and an individual employee.

5.1.4 Subject to subclause 5.3.2:

- (a) the ordinary hours of work will not exceed 10 hours per day (exclusive of meal breaks), worked within a spread of 12 hours from the time the employee starts work.
- (b) where the ordinary hours of work exceed 8 hours per day the arrangement of hours will be by mutual agreement between the employer and employee/s concerned and recorded in a roster.

5.2 Accrued days off (ADOs)

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

5.2.2 An employee may accumulate up to a maximum of 3 ADOs. The ADOs shall be taken within 12 calendar months of the date on which the first ADO was accrued.

5.2.3 An employee who has not worked a complete 4 week cycle in order to accrue an ADO shall be paid a pro rata amount for credits accrued for each day worked in such cycle payable for the ADO (e.g. an amount of 24 minutes for each 8 hour day worked or 2 hours for each 40 hours worked).

5.2.4 Where an employee is sick or injured on their ADO, they shall not be entitled to personal leave pay nor shall the employee's personal leave entitlement be reduced as a result of their sickness or injury on that day.

5.2.5 An employee may elect to cash out either a portion of their ADO credit or the entire balance. An application form is required to be completed for employees electing to cash out their ADOs and authorised by the employer.

5.3 38 hour working week

5.3.1 The 38 hour working week can be arranged as is most suitable to the department in consideration of the needs of the business. The employee should be consulted and their preferences considered in the development of the arrangement.

- 5.3.2 The following conditions apply to the arrangement of the ordinary hours of work:
- (a) shifts exceeding 8 hours per day can be arranged only by agreement between the employer and the employee; and
 - (b) where the arrangement includes shifts of more than 8 hours per day, a maximum of 4 consecutive shifts can be worked before a break of at least 48 hours.

5.3.3 Subject to unforeseen circumstances, each employee shall be allowed 4 whole days free from rostered work in each fortnight, implemented on one of the following bases:

- (a) 2 periods comprising 2 days each;
- (b) 3 consecutive days and 1 stand-alone day; or
- (c) 1 period of 4 consecutive days;

provided any one of these combinations may be amended to enable single days free from rostered work if requested in writing by the employee, taking into account the needs of the employer.

5.4 Rosters

5.4.1 All employees shall work in accordance with a fortnightly roster to be agreed from time to time between the employer and a majority of employees in that department of the Hospital or part thereof.

5.4.2 The roster shall set out the employees' hours of duty and starting and finishing times for such periods shall be displayed in a place conveniently accessible to employees at least 10 days before the commencement of each fortnight.

5.4.3 Where necessary, the employees shall commence their ordinary hours and breaks at different times to ensure continuity of service.

5.4.4 Employees are required to observe the nominated starting and finishing times for the workday, including designated meal breaks and rest pauses, to maximise available working time.

5.4.5 Unless the employer otherwise agrees, an employee desiring to change the roster shall give the employer 7 days' notice of the desired roster change except where the employee is ill or in an emergency.

5.4.6 Unless the employee/s otherwise agree, where the employer desires to change the roster the employer shall give the employee/s at least 7 days' notice unless the change is necessary to meet unforeseen fluctuations in demand for services or where another employee is absent from duty on account of illness or an emergency.

5.4.7 Inclusion of a casual employee in any roster shall be deemed to be notice of likely hours of employment during the roster period and shall not be deemed to be a guarantee of employment for those hours.

5.5 Broken rostered periods of duty

5.5.1 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.

5.5.2 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 mealtimes) and shall be worked within a spread of 12 hours.

5.6 Minimum break between shifts or after overtime

- 5.6.1 An employee shall be allowed to break not less than 10 hours between the termination of one shift and the commencement of another.
- 5.6.2 The 10hour break may be reduced by agreement between the employer and the employee in circumstances where they are of the opinion the employee will not be unduly fatigued and the employee's professional competence will not be adversely affected. Where such an agreement has been reached, a penalty is not payable due to the lack of a 10 hour break. The employee or employer can elect to terminate the agreement at any time by completing the relevant form.
- 5.6.3 An employee who works so much over time between the termination of their ordinary work on the one day and the commencement of their ordinary work on the next day that they have not had at least 10 consecutive hours off duty (or less period if agreed in subclause 5.6.2), shall be released after completion of such overtime until they have had the required break without loss of pay for ordinary working time occurring during the break.
- 5.6.4 If, on the instructions of their employer, such an employee resumes or continues work without having had 10 consecutive hours off duty (or less if agreed per subclause 5.6.2), they shall be paid double time until they are released from duty for the required break without loss of pay for ordinary time occurring during these 10 hours (or less if agreed per subclause 5.6.2).

5.7 Overtime

- 5.7.1 An employee may be required to work reasonable overtime.
- 5.7.2 Except in an emergency, no employee shall work overtime unless instructed to do so by a person authorised to so instruct.
- 5.7.3 Hours worked in excess of the ordinary hours on any day or shift shall be deemed overtime and shall be paid for at the following rates Monday to Saturday:
- (a) time and a half for the first 3 hours; and
 - (b) double time thereafter.
- 5.7.4 All overtime worked on a Sunday shall be paid at the rate of double time.
- 5.7.5 All overtime worked on a public holiday shall be paid at the rate of double time and a half.
- 5.7.6 ***Overtime for part-time employees***

For part-time employees, the overtime rates prescribed in clause 5.7 will be paid for hours worked:

- (a) in excess of 76 hours per fortnight or 152 hours per 28 days;
- (b) in excess of the standard ordinary hours of work for full time employees in that work area; or,
- (c) when directed by the Employer to work in excess of their contracted hours of work.

Otherwise ordinary rates apply.

5.7.7 **Overtime for casual employees**

For casual employees, overtime rates will be paid for hours worked in excess of 76 hours per fortnight or 10 hours per day as follows:

- (a) Monday to Saturday—187.5% of the minimum hourly rate for the first 2 hours and 250% of the minimum hourly rate thereafter;
- (b) Sunday—250% of the minimum hourly rate; and
- (c) Public Holidays—312.5% of the minimum hourly rate.

NOTE: The overtime rates for casual employees have been calculated by adding the casual loading prescribed by clause 3.4 to the minimum hourly rate before applying the overtime rates for full-time and part-time employees.

5.7.8 **Overtime rates not cumulative**

Overtime rates under clause 5.7 will be in substitution for and not cumulative upon the penalties and loadings prescribed in clause 4.3.4—Shift work – Extra Payment for Afternoon and Night Shifts and clause 4.3.5—Extra Payment for Weekend Work and clause 4.3.6—Public holiday penalty rate.

5.7.9 **Recall to work overtime**

An employee who is recalled to work overtime after leaving the Hospital will be paid for a minimum of 3 hours' work at the appropriate overtime rate.

5.7.10 **Alternative compensation – Time off in lieu (TOIL)**

- (a) Subject to the prior approval of the employer, an employee may elect to be compensated for overtime worked either by payment pursuant to clause 5.7 or by grant of time off duty at a time to be mutually agreed for a period equivalent to the period of time spent working in excess of rostered hours of work computed at overtime rates in accordance with clause 5.7, provided that:
 - (i) all TOIL shall be accrued at the equivalent overtime penalty rate;
 - (ii) in computing overtime for the purpose of TOIL, each period of overtime shall stand alone;
 - (iii) no employee shall be allowed to accumulate more than 24 hours credit towards time-off under subclause 5.7.10; and
 - (iv) employees clear accumulated TOIL within 3 months of the overtime being performed.
- (b) 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 overtime worked at the appropriate overtime rate.
- (c) If the employee requests at any time to be paid for overtime covered by an agreement under subclause 5.7.10 but not taken as time off, the employer must pay the employee for the overtime in the next pay period following the request. An application form is required to be completed for employees electing to cash out their TOIL and authorised by the employer.
- (d) The employer shall maintain an appropriate record of hours accumulated and taken off duty by each employee under subclause 5.7.10.

5.8 Meal breaks

5.8.1 Unpaid meal breaks

- (a) An employee who works in excess of 5 hours will be entitled to an unpaid meal break of 30 to 60 minutes.
- (b) The time of taking the meal break may be varied by agreement between the employer and employee.
- (c) An employee who works not more than 6 hours may elect to forgo the meal break with the consent of the employer.

5.8.2 Paid tea breaks

- (a) Every employee shall be entitled to a paid 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.
- (b) 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.
- (c) An employee working overtime will take a paid rest break of 15 minutes after each 4 hours of overtime worked if required to continue work after the break.

5.9 Lactation breaks

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

- (a) offer rostered shifts conducive to the needs of the lactating mother;
- (b) provide access to a suitable room within the facility where privacy is maintained for expressing and breastfeeding; and
- (c) arrange breaks most suitable for breastfeeding and expressing.

PART 6 – LEAVE AND PUBLIC HOLIDAYS

6.1 Annual leave

6.1.1 An employee, other than a casual employee, is entitled to 4 weeks of paid annual leave for each year of service. Part-time employees are entitled to 4 weeks of paid annual leave on a pro rata basis.

6.1.2 *Shift worker – Additional annual leave – 5 weeks*

- (a) In addition to the entitlement specified in subclause 6.1.1, a shift worker is entitled to an additional week of leave e.g. 5 weeks of paid annual leave for each year of service.
- (b) For the purpose of the NES, a shift worker is defined as an employee who:
 - (i) is regularly rostered over 7 days of the week; and
 - (ii) works at least 2 public holidays in any 12-month consecutive period; and
 - (iii) regularly works weekends – being 25 or more weekend days (e.g. a Saturday or a Sunday, noting that if an employee works a Saturday and Sunday on one weekend, this will constitute 2 weekend days for the purpose of subclause 6.1.2) in any 12-month consecutive period.

6.1.3 An employee's entitlement to paid annual leave accrues progressively during the year of service according to the employee's ordinary hours of work and accumulates from year to year.

6.1.4 *Taking annual leave*

- (a) Annual leave may be taken for a period agreed between the employee and the employer. The employer must not unreasonably refuse to agree to a request for the employee to take paid annual leave.
- (b) Leave debits will be equivalent to the ordinary hours an employee would have worked had the employee not been on paid leave. Such leave will, therefore, be paid and debited on the basis of hours actually taken.

6.1.5 *Annual Leave Loading*

- (a) In addition to their ordinary pay, an employee other than a shift worker, will be paid an annual leave loading of 17.5% of their ordinary pay on a maximum of 4 weeks annual leave per annum.
- (b) Shift workers, in addition to their ordinary pay, will be paid the higher of:
 - (i) an annual leave loading of 17.5% of ordinary pay; or
 - (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

6.1.6 *Extended annual leave at half pay*

An employee can elect to extend annual leave up to twice the duration by taking leave at half time.

6.1.7 *ADOs and annual leave*

Whilst on annual leave an employee continues to accrue time for the purposes of an ADO as if the employee had been at work. Such accrued time may be taken as additional time in conjunction with the annual leave or be accumulated.

6.1.8 *Excessive leave accruals – direction by employer that leave be taken*

Where an employee has accrued more than 8 weeks paid annual leave, the employer may direct the employee in writing to take one or more periods of paid annual leave, provided that:

- (a) the employer does not direct the employee to reduce their accrued annual leave to less than 6 weeks;
- (b) the employer does not require the employee to take any period of paid annual leave of less than 1 week;
- (c) the employer does not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given;
- (d) the direction is not inconsistent with any leave arrangement agreed by the employer and employee; and
- (e) an employee to whom a direction has been given may request to take a period of paid annual leave as if the direction had not been given.

6.1.9 **Excessive leave accruals – request by employee for leave**

- (a) Where an employee has accrued more than 8 weeks paid annual leave, the employee may give written notice to the employer requesting to take one or more periods of paid annual leave, provided that:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under subclause 6.1.8 that, when any other paid annual leave arrangement (whether made under subclause 6.1.8 or subclause 6.1.9 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (b) A notice given by an employee under subclause 6.1.9(a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangement (whether made under subclause 6.1.8 or subclause 6.1.9 or otherwise agreed by the employer and employee) are taken into account;
 - (ii) provide for the employee to take any period of paid annual leave of less than 1 week;
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, and more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) An employee is not entitled to request by notice under subclause 6.1.9(a) more than 4 weeks paid annual leave (or 5 weeks paid annual leave for a shift worker as defined in subclause 6.1.2(b)) in any period of 12 months.
- (d) The employer must grant paid annual leave requested by a notice under subclause 6.1.9(a).

6.1.10 **Shutdowns**

- (a) An employee must take an amount of annual leave or ADOs during a particular period if the employee is directed to do so by the employer because, during that period, the employer shuts down the facility, or any part of the facility, in which the employee works. This requirement may extend to periods of low activity, particularly throughout festive periods and school holidays.
- (b) Where the facility or department is shutting down and an employee who is directed to take annual leave does not have an entitlement to sufficient paid annual leave the employee may take annual leave in advance or may elect to take another form of leave including leave without pay. The employer will also allow the employee to access all entitlements to TOIL.

- (c) Notwithstanding the provisions at subclause 6.1.8, the provisions set out in subclause 6.1.10 will apply.

6.1.11 **Cashing out of annual leave**

An employee may elect to cash out a portion of paid annual leave subject to the following conditions:

- (a) Paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
- (b) Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and the employee; and
- (c) The employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

6.2 **Public holidays**

6.2.1 Public holidays are any days, or part-days, declared by or under a law of the State to be observed generally within the State or region as a public holiday.

6.2.2 **Public holiday substitution**

- (a) If, under (or in accordance with a procedure under) a law of the State, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday, then the substituted day or part-day is the public holiday.
- (b) The employer and employee/s may agree to substitute another day or part-day for a day or part-day that would otherwise be a public holiday.

6.2.3 **Entitlement to be absent from employment on a public holiday**

- (a) An employee is entitled to be absent from their employment on a day or part-day that is a public holiday in the place where the employee is based for work purposes.
- (b) However, the employer may request an employee to work on a public holiday if the request is reasonable.

6.2.4 **Public holidays not worked**

- (a) All full-time employees will receive a day's ordinary pay for public holidays that occur on their rostered day off except if the public holiday falls on a day that they would not usually be rostered to work. eg. the public holiday falls on Saturday or Sunday with respect to Monday–Friday employees.
- (b) A part-time employee who is rostered off duty on a public holiday is entitled to be paid for the ordinary hours that the employee would usually have worked on that day. To determine whether an employee would usually have worked on a day on which a public holiday falls. A review of the employees roster over the 12 weeks immediately preceding the public holiday will be taken. If the employee has worked 7 or more on the day of the week upon which the public holiday falls, then the employee will be entitled to the payment for the average ordinary hours that they usually would have worked on that day.

6.2.5 **ADOs falling on public holidays**

Where an employee's ADO falls on a public holiday, another day, determined by the employer, will be taken instead within the same 4 or 5 week work cycle, where practical.

6.3 **Personal/Carer's Leave**

6.3.1 **Personal Leave**

- (a) *Entitlement*

- (i) Every employee, except a casual employee, is entitled to 10 days of paid personal/carer's leave for each year of service with the employer. Paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.
- (ii) Payment for personal 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 personal leave on a pro-rata basis.
- (iv) Personal leave may be taken for part of a day or shift.
- (v) 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 Personal leave is subject to the employee promptly advising the employer of the employee's absence and its expected duration.

(c) *Accumulated Personal Leave*

An employee's accumulated personal 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 personal leave entitlements whilst absent from work on paid leave granted by the employer.

6.3.2 **Entitlement to unpaid carer's leave**

- (a) An employee, including a casual employee, is entitled to take 2 days of unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.
- (b) An employee may take the unpaid carer's leave for each occasion as:
 - (i) a single continuous period of up to 2 days; or
 - (ii) any separate periods to which the employee and the employer agree.

6.3.3 **Notice and evidence requirements**

- (a) Employees are required to promptly notify their Supervisor/Manager of any absence due to personal/carer's leave, and the approximate period of time they expect to be absent.
- (b) When the employee's absence is for more than two (2) consecutive days the employee is required to give the employer a medical certificate or other reasonably acceptable evidence to the employer's satisfaction (e.g. a statutory declaration) provided that the employer can request an employee to provide acceptable evidence for absences less than two (2)

consecutive days where:

- (i) the employee takes personal/carer's leave during a period of approved annual leave. In such cases, the employee will be paid personal/carer's leave and their annual leave will be credited accordingly; or
- (ii) A Leave Request Form must be submitted as soon as practicable, along with any other additional documentation required.

6.4 Compassionate Leave

6.4.1 Full-time and part-time employees are entitled to a period of two (2) days of paid compassionate leave (and casual employees to two (2) days of unpaid compassionate leave) for each permissible occasion when:

- (a) a member of the employee's immediate family or a member of the employee's household:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies; or
- (b) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
- (c) the employee, or the employee's spouse or de facto partner, has a miscarriage.

6.4.2 The Employer can request that an employee provide reasonable evidence of the illness, injury or death.

6.4.3 Employees should notify their Supervisor/Manager as soon as possible regarding their absence on compassionate leave so that arrangements can be made for the Supervisor/Manager to appropriately delegate the employee's workload. Supervisors/Managers are responsible for managing the delegation of the employee's workload during the period of their absence.

6.4.4 The employee should complete an Application for Leave form as soon as possible pre or proceeding their period of absence.

6.4.5 Full time and part time employees may also apply for unpaid compassionate leave or leave without pay, approval of which is at the discretion of the employee's Supervisor/Manager.

6.5 Family and domestic violence leave

6.5.1 Definition

For the purpose of this clause, family and domestic violence is defined as behaviour by a person towards the employee with whom the person is in a relationship (current or former) that:

- (a) is physically or sexually abusive; or
- (b) is emotionally or psychologically abusive; or
- (c) is economically abusive; or
- (d) is threatening; or
- (e) is coercive; or
- (f) in any other way controls or dominates the employee and causes the employee to fear for the employee's safety or wellbeing or that of someone else.

6.5.2 Family and domestic violence leave

- (a) An employee, including a casual employee, experiencing family and domestic violence is entitled to 10 days per year of paid family and domestic violence leave for the purpose of:
 - (i) attending legal proceedings, counselling, appointments with a medical or legal practitioner;
 - (ii) relocation or making other safety arrangements; or
 - (iii) other activities associated with the experience of family and domestic violence.
- (b) Upon exhaustion of the leave entitlements in clauses 7.13.2(a), employees will be entitled to up to 2 days unpaid family and domestic violence leave on each occasion.
- (c) An employee who supports a person experiencing family violence may take carer's leave to provide such support, such as to accompany them to court, to hospital or to mind children.

6.5.3 Notice and evidentiary requirements

- (a) The employee shall give his or her employer notice as soon as reasonably practicable of their request to take leave under this clause.
- (b) If leave of more than 2 consecutive days is taken under this clause, and if required by the employer, the employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clause 7.13.2. Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), community nurse, maternal and child health care nurse, a family violence support service, a lawyer or a statutory declaration.
- (c) The employer must take all reasonable measures to ensure that any personal information provided by the employee to the employer concerning an employee's experience of family and domestic violence is kept confidential.

6.5.4 **Other support**

In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the employer will approve any reasonable request from an employee experiencing family violence for the period of crisis for:

- (a) changes to their span of hours or patterns of hours and/or shift patterns;
- (b) job redesign or changes to duties;
- (c) relocation to suitable employment within the organisation;
- (d) a change to their work telephone number or work email address to avoid harassing contact;
- (e) any other appropriate measures including those available under existing provisions for family friends and flexible work arrangements.

6.6 **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 ten working days unpaid leave in any one year, with the approval of the employer.

6.7 **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 leave entitlements cease during the period of Leave without pay.

6.8 **Parental leave**

6.8.1 Employees are entitled to parental leave in accordance with the provisions of the NES.

6.8.2 Parental leave for the purposes of clause 6.8 can be taken for the purposes of:

- (a) giving birth to a child;
- (b) adopting a child under the age of 16 years; or
- (c) taking primary care of a child immediately following birth/adoption of a child.

6.8.3 ***Paid parental leave***

- (a) An employee is entitled to paid parental leave to be the child's primary care giver. To receive the following paid parental leave payments, the employee must:
 - (i) have been employed by the employer for a continuous period of one year or more as a full-time or as a part-time employee (or as a combination of both); and
 - (ii) comply with the requirements of the NES.
- (b) Subject to subclause 6.8.3(a), the employer will pay the employee an equivalent of 12 weeks' base rate of pay, calculated by averaging the ordinary weekly hours worked in the 12 months' leading up to the date of starting parental leave.
- (c) In the case of an employee who, on the opinion of an appropriate medical practitioner, had reduced the number of hours worked due to their pregnancy, the rate of pay will be that based on the ordinary weekly hours worked immediately prior to this reduction occurring.

- (d) If the employee is already absent on approved parental leave and does not return to work for a full 12 month period before applying for a second period of parental leave, the weekly hours paid for the previous period of paid parental leave will once again apply when calculating the 12 weeks' rate of pay as per subclause 6.8.3(b).
- (e) Paid parental leave of 12 weeks in total is payable per family. This means that both parents are not at liberty to claim paid parental leave if they share the role of primary care giver.
- (f) An employee may opt to double the amount of paid parental leave the employee takes by taking it at half time. Where such an election is made, accruals and the like shall occur at half time also. The extended payment will not extend the allowable period of parental leave, which is a maximum of 12 months or 24 months by application as per the NES.
- (g) The structure of paid parental leave is to be negotiated with each individual employee concerned.

6.9 Long service leave

6.9.1 Entitlement

- (a) From 2 January 1996, upon completion of 10 years of continuous service with the one employer, employees shall be entitled to 13 weeks long service leave with pay. Therefore, for all continuous service after 2 January 1996, an employee who completes 10 years continuous service will shall be entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service.
- (b) For service prior to 2 January 1996, the long service leave entitlement shall be as prescribed by the *Industrial Relations Act 1990* (Qld) as at 2 January 1996 except that an employee shall be entitled to take such leave after 10 years of service and as hereafter provided.

6.9.2 Conditions

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

- (a) an application for leave shall be made in writing, in a form determined by Hospital Management;
- (b) 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 three (3) months' notice of the request to take long service leave;
- (c) leave may be taken up to the total amount of leave due as at the date of commencement of the leave, calculated by:
 - (i) determining the total period of the employee's continuous service having regard to the provisions of subclause 6.9.1 in respect of leave credited for service;
 - (ii) determining the total long service leave entitlement appropriate to that period of continuous service; and
 - (iii) deducting from the total entitlement long service leave previously taken;
- (d) an employee is also able to opt to take periods of long service leave at half time and therefore double the period of leave;
- (e) the minimum period of long service leave which may be taken at any one time shall be two (2) weeks unless an employee initiates a request in writing to take accrued long service leave in single days or part thereof;
- (f) 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 set out in subclause 6.9.2(e).

6.9.3 **Eligibility for proportionate payment for long service leave on termination of employee's service**

Payment for long service leave normally occurs on ceasing employment at or after 10 calendar years of continuous service. However, a proportionate payment for long service leave can be made for lesser periods of continuous service in the following circumstances:

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

6.9.4 **Calculation of amount of payment in lieu of long service leave not taken**

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

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

6.9.5 **Casual employees**

Prior to 23 June 1990, casuals, as a general rule, were not entitled to accrued long service leave. As from 23 June 1990, the *Industrial Relations Act 1990* (Qld) came into force and casual employees were granted an entitlement to long service leave. Put simply, this means casual employee entitlements are as follows:

Date	Entitlement
Prior to 23 June 1990	No entitlement - service does not count.
23 June 1990 to 30 March 1994	Service counts provided at least 32 hours are worked every 4 weeks.
From 23 March 1994 onwards	Service counts provided there is no break between casual engagements of more than 3 months.

6.9.6 **Part-time employees**

- (a) A part time employee accrues long service leave on a proportionate basis of the entitlement for a full-time employee.
- (b) In determining the length of absence of a part-time employee on long service leave, employees should apply for the number of ordinary hours they would have been at work for the required period. The debit against the balance of accrued leave is to be the actual number of hours absent from 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.

6.9.7 **Cashing out long service leave**

An employee may elect to cash out a portion of accrued long service leave but at least six (6) weeks' leave must be retained as actual leave to be taken.

6.10 Natural disaster leave – floods, cyclones, bushfires and storms

- 6.10.1 An employee who is prevented from attending the workplace because of floods, cyclonic disturbances, bushfires or severe storms may be granted leave on full pay not deducted from any leave account.
- 6.10.2 An employee is eligible for leave because of floods, cyclonic disturbances, bushfires or severe storms when a government body declares the event a natural disaster and the employee is:
- (a) prevented from attending the workplace;
 - (b) absent from the usual place of residence on approved leave or during a weekend and are unable to return in sufficient time to attend the workplace;
 - (c) required to return home before the usual ceasing time to ensure personal safety, the protection of their family and property or the availability of transport facilities which may be disrupted or discontinued because of weather or environmental conditions;
 - (d) required, out of necessity, to remain at home to safeguard their family or property;
 - (e) remaining at home to have temporary repairs effected, restore belongings, clean up etc.
- 6.10.3 An employee is entitled to the following leave because of floods, cyclonic disturbances, bushfires or severe storms:
- (a) when an employee's absence from duty is less than one working day, necessary leave may be granted for the absence;
 - (b) when absences from duty are taken as whole working days, up to a maximum of 2 noncumulative working days may be granted per calendar year;
 - (c) the Chief Executive Officer may consider additional special leave on full pay in exceptional and deserving cases or when an employee is affected by more than one disaster in any one year.
- 6.10.4 Approval of leave is subject to the Chief Executive Officer being satisfied that the absence is unavoidable or justified.

PART 7 – MISCELLANEOUS

7.1 Car parking

7.1.1 The employer will not impose any cost on employees for car parking.

7.1.2 In accordance with the *Fringe Benefits Tax Assessment Act 1986* (Cth) or other relevant legislation as amended from time to time, in the event fringe benefit tax becomes payable this will be paid by the employee.

7.2 Training and development

The employer is committed to supporting appropriate staff development opportunities for employees which are consistent with an employee's role within the organisation and beneficial to the development of the Hospital.

7.3 Employee representative rights

7.3.1 The employer will treat employee representatives fairly and allow them to perform their role as employee representatives without any discrimination or adverse treatment in their employment. The employer recognises and respects that endorsed employee representatives speak on behalf of employees in the workplace. To this end, the employer will grant employee representatives paid time off work to:

- (a) prepare for and participate in collective bargaining on behalf of those who designate them as their bargaining agent;
- (b) report back to and consult employees during a bargaining process;
- (c) participate in consultations and access to reasonable information about the workplace;
- (d) consult with employees regarding workplace and industrial issues;
- (e) attend accredited representative education;
- (f) address new employees about the benefits of membership to employee organisations and associations at the time that the new employee enters employment; and
- (g) represent the interests of employees to the employer and industrial tribunals.

7.3.2 The employer will allow employee representatives:

- (a) reasonable access to telephone, facsimile, photocopying, internet and email facilities for the purpose of carrying out work as an employee representative as outlined above;
- (b) to place on a notice board in a prominent location in the workplace information regarding employee organisations and associations;
- (c) to take reasonable leave to work for an employee organisation or association. Leave of absence granted to employee representatives shall count as service for all purposes of this Agreement.

7.3.3 Each employee representative under clause 7.3 shall receive paid time of up to 5 working days per year (non-cumulative) consistent with the earnings which would have been received had the time been worked for that particular time period, inclusive of any shift, overtime or penalties otherwise payable, including superannuation. Paid time off for this purpose must be approved by the employer and will not impact adversely on service delivery, or the work requirements or effectiveness or efficiency of the relevant work unit. Leave will not be unreasonably refused by the employer.

SCHEDULE A – EMPLOYEE CLASSIFICATIONS AND GRADINGS

The classification structure and indicative functions of employees covered by this Agreement are as follows:

A.1 Level 1

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

A.1.1 Characteristics

Employees at this level may include the initial recruit who may have limited relevant experience. Initially work is performed under close direction using established practices, procedures and instructions. Later, work is likely to be performed under routine supervision with intermittent checking.

Such employees perform routine clerical and office functions requiring an understanding of clear, straightforward rules or procedures. Problems can usually be solved by reference to established practices, procedures and instructions.

Employees at this level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced employee's work may be subject to checking at all stages. The more experienced employee may be required to give assistance to less experienced employees in the same classification.

A.1.2 Typical duties/skills

Indicative typical duties and skills of this level may include:

- (a) Directing telephone callers to appropriate staff, issuing and receiving standard forms, relaying internal information and greeting of visitors e.g. reception, switchboard.
- (b) Telephonists involved in the manipulation of communication apparatus, including keyboard/switchboard.
- (c) Maintenance of basic manual and/or computerised records.
- (d) Filing, recording, matching, checking and batching of accounts, records, invoices, orders, store requisitions, etc.
- (e) Handling, recording or distributing mail including messenger service.
- (f) Simple stock control functions (e.g. seeing that the office or department has adequate supplies of stationary, standard printed forms, tearoom amenities, etc) within clearly established parameters.
- (g) Copy typing and audio typing.
- (h) The routine operation of a range of equipment including adding machines, calculators, cash registers, facsimile and telex machines, photocopiers, guillotines, franking machines, switchboard, computerised radio/telephone equipment, or any other equipment to facilitate communications, paging systems, telephone/intercom systems and telephone answering machines.
- (i) The basic use of keyboard operated equipment including typewriters/computers, word processing, and micro personal computers and attached printers.

A.2 Level 2

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

A.2.1 Characteristics

This level caters for the employees who have had sufficient experience and/or training to enable them to carry out their assigned duties under limited supervision.

Employees at this level are responsible and accountable for their own work, with checking related to overall progress. In some situations, detailed instructions may be necessary. Employees are required to exercise judgement and initiative within a broad range of their skills and knowledge.

The work of these employees may be subject to final checking and as required progress checking. Such employees may be required to check the work and/or provide guidance to other employees at a lower level and/or provide assistance to less experienced employees at the same level.

A.2.2 Typical duties/skills

Indicative typical duties and skills at this level may include:

- (a) Responding to inquiries, where presentation and the use of interpersonal skills together with the acquisition of sound knowledge of the organisation's operations and services are a key aspect of the position e.g. reception/switchboard.
- (b) Specialised operations of computerised radio/telephone equipment, micro personal computer and typewriter.
- (c) Word processing e.g. the use of a word processing software package to create, format, edit correct, print and save text documents.
- (d) Stenographer/person solely employed to take shorthand at 100 words per minute and to transcribe by means of appropriate keyboard equipment at 98% accuracy.
- (e) Basic medical terminology typing.
- (f) Copy typing and audio typing at 65 words per minute at 98% accuracy.
- (g) Maintenance of records and/or journals including initial processing and recording relating to the following:
 - (i) reconciliation of accounts balance;
 - (ii) incoming/outgoing cheques;
 - (iii) invoices;
 - (iv) debit/credit items;
 - (v) payroll data;
 - (vi) petty cash imprest system; and
 - (vii) letters etc.
- (h) Secretarial – performing a broad range of clerical functions within this level.

- (i) Computer applications involving clerical skills at this level which may include one or more of the following functions:
 - (i) create a data base/files/records;
 - (ii) spreadsheet/worksheet;
 - (iii) graphics; and
 - (iv) accounting/payroll file following standard procedures and using existing models/fields of information.
- (j) Entry-level Clinical Coder - a person who has successfully completed or is working toward a recognised clinical coding course in ICD-10-AM and is training towards being a competent Clinical Coder. A person who is an entry-level Clinical Coder may remain at this level for up to 2 years, depending on their hours of work and the variety and complexity of the coding to be undertaken.

A.3 Level 3

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

A.3.1 Characteristics

Employees at this level have achieved a standard to be able to perform specialised or non-routine tasks or feature of the work.

Work is likely to be without supervision with general guidance on progress and outcomes sought and involves the application of knowledge with depth in some areas and a broad range of skills. Initiative, discretion and judgement are required in carrying out assigned duties.

Such employees may be required to give assistance and/or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to employees in Level 1 and 2 and would be able to train such employees by means of personal instruction and demonstration.

A.3.2 Typical duties/skills

Indicative typical duties and skills in this level may include:

- (a) Prepare cash payment summaries and bank statements, prepare reports, calculate and maintain wage and salary records, approve timesheets and action rostering exception reports, follow credit referral procedures, apply purchasing and inventory control requirements, post journals to ledger etc at a higher level than at Level 2.
- (b) Provide detailed advice and information on the organisation's products and services: respond to client/public/supplier problems within own functional area utilising a high degree of interpersonal skills.
- (c) Secretarial – performing a broad range of clerical functions at a higher level than at Level 2.
- (d) Apply computer software packages utilising clerical skills at a higher level than at Level 2.
- (e) Perform medical terminology typing at a higher standard of skill than at Level 2.

- (f) Health Information Services Clerk – performing a broad range of clerical functions within the Health Information Services Department, which include the following:
 - (i) reception duties, including answering telephones by applying a high standard of verbal skills and demonstrating a personable and professional approach to customer service;
 - (ii) preparation of patient charts for admissions as requested;
 - (iii) compiling, filing, organising, creating, culling and/or closing of medical records;
 - (iv) combining or merging of charts;
 - (v) filing of reports and letters;
 - (vi) delivering and retrieving charts to and from other departments as requested for patient care;
 - (vii) understanding and attending to Medico Legal requests and Requests for Information for health providers; and
 - (viii) volume storage, movement and tracking on computer system.

A.4 Level 4

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

A.4.1 Characteristics

Employees at this level will have achieved a level of organisation or industry specific knowledge sufficient for them to give independent advice and/or information to the organisation and clients in relation to specific areas of their responsibility.

Whilst not a pre-requisite, a feature of this level is responsibility for supervision of employees in lower levels in terms of co-ordinating workflow, checking progress and resolving problems.

Judgement is required in planning and selecting appropriate equipment, services, techniques and work organisation for self and others.

Exercises initiative, discretion and judgement regularly in the performance of their duties and is able to train employees in Levels 1 to 3 by personal instruction and demonstration, including in the use of relevant software e.g. Office365, SharePoint, patient administration system/s and electronic rostering.

A.4.2 Typical duties/skills

Indicative typical duties and skills in this level may include:

- (a) Secretarial/Executive Services – performing a broad range of clerical functions at a level higher than at Level 3, which may include the following:
 - (i) maintain executive diary;
 - (ii) attend executive/organisational meetings and take minutes;
 - (iii) establish and/or maintain current working and personal filing systems for executive;
 - (iv) answer executive correspondence from verbal or handwritten instructions.
- (b) Responsibility for the preparation of financial/tax schedules.
- (c) Calculation of costing and/or wage and salary requirements.

- (d) Completion of personnel/payroll data for authorisation.
- (e) Reconciliation of accounts to balance.
- (f) Prepare reports utilising clerical skills at a level higher than at Level 3.
- (g) Apply computer software packages utilising clerical skills at a level higher than at Level 3.
- (h) Perform medical terminology typing at a higher standard of skill than at Level 3.
- (i) Clinical Coder - a person who has a minimum of 2 years' experience as a Level 2 Clinical Coder or who has completed a recognised course in Intermediate ICD-10-AM. A Level 4 Clinical Coder can code independently without constant supervision and is expected to:
 - (i) consistently achieve a high level of coding accuracy (80% or above) and be regularly audited for accurate clinical coding;
 - (ii) critically analyse the coding and AR-DRG information that is produced;
 - (iii) understand the Hospitals revenue model related to clinical coding and AR-DRG data;
 - (iv) pursue clinical documentation deficiencies including liaison with financial and clinical staff about documentation and clinical coding queries;
 - (v) understand statutory reporting required for clinical coding including data validation requirements; and
 - (vi) monitor the health record for inaccuracies such as admission data and the health record format.

A.5 Level 5

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

A.5.1 Characteristics

Employees at this level are subject to broad guidance or direction and would report to more senior staff as required.

Such employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to independently advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field/s of their expertise. The possession of relevant post-secondary qualifications and/or the achievement of an accredited standard may be appropriate but not essential.

Responsible and accountable for their own work and may have delegated responsibility for the work under their control or supervision, in terms of, inter alia, recruiting staff (including conducting interviews), scheduling workloads, resolving operations problems, monitoring the quality of work produced, managing evidence of personal/carer's leave (e.g. medical certificates), as well as counselling staff for performance and work related matters and conducting performance appraisals.

Exercises initiative, discretion and judgement in the performance of their duties and are able to train and to supervise employees in lower levels by means of personal instruction and demonstration.

A.5.2 **Typical duties/skills**

Indicative typical duties and skills in this level may include:

- (a) Operates and is responsible for a complex and diverse payroll system.
- (b) Apply detailed knowledge of organisation's objectives, performance, projected areas of growth, product trends and general industry conditions for the purposes of assisting in developing policy or new products and services to meet changing market needs or other circumstances.
- (c) Manage respective departmental rostering including electronic rostering and timesheet approvals, excessive leave liability balances and work hours per patient day (WHPPD) targets.
- (d) Ensure all mandatory training for respective department is up to date.
- (e) Application of computer software packages including evaluating and determining optimum software solutions or the integration of complex word processing/data/graphics/text.
- (f) Manage operating expense budgets and suggest areas where the employer can gain better departmental operational efficiency.
- (g) Prepare internal reports for management in any or all of the following areas:
 - (i) account/financial;
 - (ii) staffing;
 - (iii) legislative requirements; and/or
 - (iv) other significant company activities/operations.
- (h) Maintain up-to-date and documented policies, procedures and workflows.
- (i) Finalise quotations or costing by applying a detailed knowledge of variable inputs, margins, market conditions, supply and delivery arrangements.
- (j) Executive Secretary/Executive Assistant who performs a broad range of executive support functions with minimal direction or supervision.
- (j) Perform medical terminology typing at a higher standard of skill than at Level 4.
- (k) Senior (Advanced) Clinical Coder - a person who has highly developed clinical coding skills to accurately code complex cases, mentor, train and educate peers, and effectively communicate with all levels of staff. In addition to the requirements of a Clinical Coder, a Senior (Advanced) Clinical Coder is expected to:
 - (i) consistently achieve a greater level of coding accuracy;
 - (ii) code all scenarios for the hospital including the ability to accurately code complex cases;
 - (iii) provide and interpret coded data for internal and external purposes;
 - (iv) mentor other Clinical Coders;
 - (v) conduct clinical coding audits and quality activities and effectively provide feedback;
 - (vi) provide education to other Clinical Coders and clinical staff;
 - (vii) undertake management and executive liaison and reporting in relation to clinical coding; and
 - (viii) lead documentation improvement strategies.

SCHEDULE B – WAGES AND ALLOWANCES

Wage and allowance increases take effect from the first full pay period commencing on or after the dates indicated:

Table 1 - Wages

Rates operative from the first full pay period commencing on or after:									
		Current		5.00%		4.00%		3.00%	
		As at 22 Sep 23		1 January 2024		1 January 2025		1 January 2026	
		FT/PT \$/hr	Casual \$/hr	FT/PT \$/hr	Casual \$/hr	FT/PT \$/hr	Casual \$/hr	FT/PT \$/hr	Casual \$/hr
CORRECTED									
Classification	Yr.								
Clerk Level 1									
	1	24.4972	30.6215	25.7221	32.1526	26.7509	33.4387	27.5535	34.4418
	2	25.0228	31.2785	26.2739	32.8424	27.3249	34.1561	28.1446	35.1808
	3	25.5647	31.9559	26.8429	33.5537	27.9167	34.8958	28.7542	35.9427
	4	26.1056	32.6319	27.4109	34.2635	28.5073	35.6340	29.3625	36.7031
Clerk Level 2									
	1	26.6159	33.2699	27.9467	34.9334	29.0646	36.3307	29.9365	37.4207
	2	27.1727	33.9658	28.5313	35.6641	29.6726	37.0907	30.5628	38.2034
	3	27.6983	34.6229	29.0832	36.3540	30.2465	37.8082	31.1539	38.9425
	4	27.9768	34.9710	29.3756	36.7196	30.5507	38.1883	31.4672	39.3340
	5	28.2398	35.2998	29.6518	37.0648	30.8379	38.5474	31.7630	39.7038
	6	28.5336	35.6670	29.9603	37.4504	31.1587	38.9484	32.0935	40.1168
Clerk Level 3									
	1	29.5693	36.9617	31.0478	38.8098	32.2897	40.3622	33.2584	41.5730
	2	30.3741	37.9676	31.8928	39.8660	33.1685	41.4606	34.1636	42.7044
	3	30.6680	38.3351	32.2014	40.2519	33.4895	41.8619	34.4941	43.1178
	4	30.8116	38.5145	32.3522	40.4402	33.6463	42.0578	34.6557	43.3196
	5	31.1750	38.9687	32.7338	40.9171	34.0431	42.5538	35.0644	43.8304
	6	31.6284	39.5360	33.2098	41.5128	34.5382	43.1733	35.5744	44.4685
Clerk Level 4									
	1	31.6296	39.5370	33.8798	42.3498	35.2350	44.0438	36.2921	45.3651
	2	32.2665	40.3331	34.5302	43.1627	35.9114	44.8893	36.9887	46.2359
	3	32.8859	41.1074	35.5763	44.4704	36.9994	46.2492	38.1093	47.6367
	4	33.8822	42.3528	35.7866	44.7333	37.2181	46.5226	38.3346	47.9183
	5	34.0825	42.6032	36.3601	45.4502	37.8145	47.2682	38.9490	48.6862
Clerk Level 5									
	1	34.6287	43.2858	37.3782	46.7228	38.8733	48.5917	40.0395	50.0494
	2	35.5983	44.4980	37.9043	47.3804	39.4205	49.2756	40.6031	50.7539
	3			38.4136	48.0170	39.9502	49.9377	41.1487	51.4358
	4			38.9337	48.6672	40.4911	50.6139	41.7058	52.1323

Table 2 - Allowances

Clause	Allowance	Current	Amounts operative from the first full pay period commencing on or after:		
			1 January 2024	1 January 2025	1 January 2026
			5.0%	4.0%	3.0%
4.4.3	Overtime Meal	\$14.21	\$14.92	\$15.52	\$15.98
4.4.4	Occasional interpreting allowance (per occasion)	\$1.19 (max \$13.77 per week)	\$1.25 (max \$14.46 per week)	\$1.30 (max \$15.04 per week)	\$1.34 (max \$15.49 per week)
4.4.5	On call Monday - Friday (each 24-hour period or part thereof)	\$33.22	\$34.88	\$36.28	\$37.36
4.4.5	On call Saturday, Sunday, Rostered day off, public holiday (each 24-hour period or part thereof)	\$48.50	\$50.93	\$52.96	\$54.55
4.4.6	Vehicle (per kilometre)	\$0.72	\$0.76	\$0.79	\$0.81
Clause					
Clause	Allowance	Current	From the date this Agreement commences operation	From the first full pay period commencing on or after 1 January 2025	From the first full pay period commencing on or after 1 January 2026
4.4.2	Higher Duties (per shift)	N/A	\$15.38	\$16.00	\$16.48

SCHEDULE C - SUPPORTED WAGE SYSTEM

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

C.2 Definitions

C.2.1 **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.

C.2.2 **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 scheme.

C.2.3 **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*, as amended from time to time, or any successor to that scheme.

C.2.4 **Relevant minimum wage** means the minimum wage prescribed in this Agreement for the class of work for which an employee is engaged.

C.2.5 **Supported wage system** 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.

C.2.6 **SWS wage assessment agreement** means the document in the form required by the Department of Social Services that record the employee's productive capacity and agreed wage rate.

C.3 Eligibility criteria

C.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.

C.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 award relating to the rehabilitation of employees who are injured in the course of their employment.

C.4 Supported wage rates

C.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 C.5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

C.4.2 Provided that the minimum amount payable must be not less than \$102 per week.

C.4.3 Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

C.5 Assessment of capacity

C.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 supported wage system 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.

C.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.

C.6 Lodgement of SWS wage assessment agreement

C.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 Commission.

C.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 Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Commission within 10 working days.

C.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the support wage system.

C.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro rata basis.

C.9 Workplace adjustment

If the employer wishes to employ a person under the provisions of this schedule, the employer must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of the job duties, working time arrangements and work organisation in consultation with other workers in the area.

C.10 Trial period

C.10.1 In order for an adequate assessment of the employee's capacity to be made, the employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

C.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

C.10.3 The minimum amount payable to the employee during the trial period must be no less than \$90 per week.

C.10.4 Work trials should include induction or training as appropriate to the job being trialled.

C.10.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause C.5.

SIGNED ON BEHALF OF ST ANDREW'S TOOWOOMBA HOSPITAL


SIGNATURE.....

FULL NAME: Linda Jorgensen.....


CAPACITY TO SIGN: Chief Executive Officer.....

DATE: 02/07/2024.....

ADDRESS: 280 North Street.....

Toowoomba QLD 4350
.....

IN THE PRESENCE OF:


SIGNATURE.....

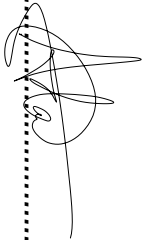
FULL NAME: Casey Gartner.....

DATE: 02/07/2024.....

ADDRESS: 280 North Street.....

Toowoomba QLD 4350
.....

SIGNED ON BEHALF OF THE EMPLOYEES

SIGNATURE


FULL NAME:..... Adam Collyer


CAPACITY TO SIGN:..... Industrial Officer
Nurses' Professional Association of Queensland
as a bargaining representative

DATE:..... 03/07/2024

ADDRESS:..... Suite 14-18, 17 Bowen Bridge Road, Bowen Hills 4006

.....

IN THE PRESENCE OF:

SIGNATURE


FULL NAME:..... Sarah Tuohy

DATE:..... 03/07/2024

ADDRESS:..... Suite 14-18, 17 Bowen Bridge Road, Bowen Hills 4006

.....

Applicant: St Andrew's Toowoomba Hospital

Section 185 – Application for approval of a single enterprise agreement

I, Linda Jorgensen, Chief Executive Officer, have the authority given to me by St Andrew's Toowoomba Hospital to give the following undertakings with respect to the *St Andrew's Toowoomba Hospital – Clerical Enterprise Agreement 2024-2026* ("the Agreement"):

Minimum engagement for casual employees

1. The minimum engagement for a casual employee will be 3 hours.

Shift, weekend, and public holiday penalties for casual employees

2. For the avoidance of doubt, a casual employee will be paid the relevant percentage in the table below of the (FT/PT) minimum hourly rate of pay applicable to their classification and pay point for work performed on shift work, weekends, or a public holiday, but will not be paid the casual loading of 25%:

Afternoon shift	Night shift	Saturday	Sunday	Public holiday
137.5%	145%	175%	225%	275%

Extra week of annual leave for certain shiftworkers

3. Clause 6.1.2 of the Agreement is deleted and replaced with the following:

“6.1.2 Additional leave for certain shiftworkers

- (a) The NES provides that an employee who is defined as a shiftworker under clause 6.1.2 is entitled to an additional week's annual leave on the same terms and conditions.
- (b) For the purpose of the NES a shiftworker is an employee who is regularly rostered to work Sundays and public holidays.”

Clerk Level 1 Year 3

4. The minimum rates of pay for Clerk Level 1 Year 3 will be in accordance with the table

below:

Rates operative from the first full pay period commencing on or after:						
1 January 2024		1 January 2025		1 January 2026		
5.00%	4.00%				3.00%	
FT/PT \$/hr	Casual \$/hr	FT/PT \$/hr	Casual \$/hr	FT/PT \$/hr	Casual \$/hr	
\$26,8600	\$33,5750	\$27,9344	\$34,9180	\$28,7724	\$35,9655	

Supported wage

5. The minimum amount payable under clause C.4.2 of Schedule C of the Agreement will at no time be less than that provided by F.4.2 of Schedule F of the *Health Professionals and Support Services Award 2020*.

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



Signature:

Date: 05/08/2024