Fair Work Act 2009
s.185 - Application for approval of a single-enterprise agreement

MQ Health Pty Limited T/A Macquarie Imaging, Macquarie Medical Imaging, Macquarie Mind Scan, Macquarie Mind Science, Macquarie Prostate Imaging Centre, Macquarie Research Imaging, Macquarie X-Ray, MMI@Macquarie Centre, MMI@The Hospital, NSW Gamma Knife Centre, Sydney Gamma Knife Centre, Macquarie University Hospital, MQ Health Clinics, Mindspot Clinic, Practitioner Online Referral Treatment Service PORTS, MQ Health (AG2021/4676)

MQ HEALTH STAFF (SUPPORT SERVICES) ENTERPRISE AGREEMENT
Health and welfare services

COMMISSIONER HARPER-GREENWELL
MELBOURNE, 17 JUNE 2021

Application for approval of the MQ Health Staff (Support Services) Enterprise Agreement.

[1] An application has been made for approval of an enterprise agreement known as the MQ Health Staff (Support Services) Enterprise Agreement (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by MQ Health Pty Limited T/A Macquarie Imaging, Macquarie Medical Imaging, Macquarie Mind Scan, Macquarie Mind Science, Macquarie Prostate Imaging Centre, Macquarie Research Imaging, Macquarie X-Ray, MMI@Macquarie Centre, MMI@The Hospital, NSW Gamma Knife Centre, Sydney Gamma Knife Centre, Macquarie University Hospital, MQ Health Clinics, MindSpot Clinic, Practitioner Online Referral Treatment Services PORTS, MQ Health (the Applicant). The Agreement is a single enterprise agreement.

[2] The Commission wrote to the Applicant raising its concerns with a some of the provisions in the Agreement, in its correspondence it also provided details of the concerns raised by the Health Services Union of Australia (HSU). The HSU filed submissions raising concerns that the Agreement would not leave employees better off overall.

[3] The Applicant was provided with an opportunity to make submission in response or provide undertakings to address the concerns held by the Commission and those of the HSU. The Applicant provided submissions and proposed undertakings to address each of the matters raised. After considering the Applicants responses I invited the HSU to make further
submissions in reply. The HSU maintained their objection submitting that the undertakings did not satisfy their concerns.

[4] On 15 June 2021 my Associate wrote to the parties informing them that I was satisfied that the proposed undertakings addressed my concerns and I intended on approving the Agreement. The parties were informed should they wish to be heard they were to notify my Chambers by midday 16 June 2021. There was no correspondence received from either party.

[5] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. Pursuant to s.201(3), the undertakings are taken to be a term of the Agreement.

[6] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

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

[8] The Agreement was approved on 17 June 2021 and, in accordance with s.54, will operate from 24 June 2021. The nominal expiry date of the Agreement is 31 December 2022.

COMMISSIONER

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MQ HEALTH STAFF (SUPPORT SERVICES) ENTERPRISE AGREEMENT

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PART 1 – APPLICATION AND OPERATION OF THE AGREEMENT

1. AGREEMENT TITLE
This Agreement is called the MQ Health Staff (Support Services) Enterprise Agreement.

2. DEFINITIONS
In this agreement, the following definitions will apply:

Act means Fair Work Act 2009 (Cth) (as amended or replaced from time to time).
Agreement means MQ Health Staff (Support Services) Enterprise Agreement.
Base Rate of Pay is the rate of pay an Employee receives for their ordinary hours of work means as set out in Schedule 1, but not including any of the following:
(a) loadings;
(b) monetary allowances;
(c) overtime, shift or penalty rates;
(d) any other separately identifiable amounts.
Casual Employee is one engaged on an hourly basis, other than as a part-time or full-time Employee, who is covered by this Agreement.
Continuous Service means service with MQ Health, which MQ Health recognises for continuity of employment. This includes paid service, periods of approved leave and breaks in service of up to 2 months. However, absences over 2 months of approved unpaid leave will not break continuity of service but will not be counted as service.
Employee means a full-time or part-time Employee of MQ Health who is covered by this Agreement.
Exempt Employee means an Employee who is employed in a Support Services position which is paid a Base Rate of Pay above those specified for the relevant job family in Schedule 1.
FWC refers to the Fair Work Commission.
Manager means the head of a department or functional unit.
MQ Health means MQ Health.
NES means National Employment Standards (as amended or replaced from time to time).
Progression refers to progression within each classification where there is more than one pay point. Progression will occur in accordance with Clause 19 – Progression.
Shiftworker means an Employee who is rostered to work their ordinary hours outside the span of ordinary hours as defined in Clause 15.
Supervisor means the person nominated by MQ Health to whom the Employee or Casual Employee is to report for the purpose of performing the tasks, duties or accountabilities required by their position.
Union means the Health Services Union (HSU) New South Wales Branch.
NB: Headings used in this Agreement without numbering are for reference only and do not affect the meaning of this Agreement.
3. TERM OF THE AGREEMENT

This Agreement will commence 7 days after the date on which it is approved by the Fair Work Commission and has a nominal expiry date of 31 December 2022.

4. APPLICATION OF THE AGREEMENT

4.1. This agreement wholly displaces and operates to the exclusion of all Awards and all other agreements that would otherwise apply to Employees, except for the NES. This Agreement rescinds and replaces the Macquarie Hospital/HSU New South Wales Branch Employees Agreement 2015-2017.

4.2. This Agreement applies to and is binding on all Parties, with the exception of Exempt Employees as defined in Clause 2.

4.3. Nothing in this Agreement will be taken as incorporating as a term of this Agreement any MQ Health policy, procedure or process referred to in this Agreement.

5. COVERAGE OF THE AGREEMENT

5.1. This Agreement covers:
   (a) all Employees employed by MQ Health in the classifications set out in Schedule 3, subject to sub-clause 4.2; and
   (b) MQ Health.

5.2. The Agreement will also cover the Union.

6. INDIVIDUAL FLEXIBILITY ARRANGEMENT

6.1. MQ Health 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 the arrangement:
   (a) is genuinely agreed to by MQ Health and the Employee; and
   (b) meets the genuine needs of MQ Health and the Employee in relation to the matter mentioned; and
   (c) 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.

6.2. MQ Health must ensure that the terms of the individual flexibility arrangement:
   (a) are about permitted matters under section 172 of the Act; and
   (b) are not unlawful terms under section 194 of the Act; and
   (c) result in the Employee being better off overall than they would be if no arrangement were made.
6.3. MQ Health must ensure that the individual flexibility arrangement:
(a) is in writing; and
(b) includes the name of MQ Health and the Employee; and
(c) is signed by MQ Health and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Staff Member; and
(d) includes details of:
   (vi) the terms of the Enterprise Agreement that will be varied by the arrangement; and
   (vii) how the arrangement will vary the effect of the terms; and
   (viii) 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
   (ix) states the day on which the arrangement commences.

6.4. MQ Health must give the Employee a copy of the individual flexibility arrangement within 14 days of it being agreed.

6.5. MQ Health or the 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) at any time, if MQ Health and the Employee agree in writing.

PART 2 – EMPLOYMENT ARRANGEMENTS

7. CATEGORIES OF EMPLOYMENT (INCLUDES FULL TIME, PART-TIME AND CASUAL EMPLOYMENT)

Employees can be engaged on a full-time, part-time, or casual basis.

Full-time employment

7.1. A full-time Employee is one who is employed by MQ Health to work 38 hours per week. By agreement, these hours may be averaged over a fortnight or a 28 calendar day period. Each full-time Employee will be entitled to 2 non-working days per week. Where practicable, these non-working days will be consecutive.

Part-time employment

7.2. A part-time Employee is one who is employed by MQ Health to work a specified number of hours which are less than those prescribed for a full-time Employee. By agreement, the specified number of hours may be balanced over a week, a fortnight, or a 28 calendar day period. The specified number of hours and days of work, and any agreement to vary these, will be recorded in writing.

7.3. Part-time Employees will be entitled to all other benefits of this Agreement in the same proportion as their ordinary hours of work relate to full-time hours, unless otherwise stated.

7.4. Part-time Employees will be engaged for a minimum of 15.2 hours per week (2 days) unless there is mutual agreement between MQ Health and the Employee.

7.5. Any additional shifts that arise due to the need of MQ Health to supplement the workforce and/or respond to fluctuations caused by absence or emergency, will be offered wherever possible to part-time Employees first, and prior to the engagement of any Casual Employees.
Review of Part-time Hours

7.6. A part-time Employee may request a review of their contracted hours. Reviews will not normally occur more than once every 12 months.

7.7. Where the Employee is regularly working more than their contracted hours, MQ Health may agree to adjust the contracted hours. Approval is at the discretion of MQ Health but will not be unreasonably refused.

7.8. Hours worked will not be incorporated in the adjustment if the increase is a direct result of:
(a) absence of Employees on leave including but not limited to annual leave, long service leave, parental leave; and/or
(b) temporary fluctuations in the needs of MQ Health.

Casual employment

7.9. A Casual Employee is one engaged on an hourly basis other than as a part-time or full-time Employee.

7.10. A Casual Employee may only be engaged in the following circumstances:
(a) for short term periods where there is a need to supplement the workforce arising from fluctuations in the needs of the facility;
(b) in the place of another employee who is absent; or
(c) in an emergency.

7.11. The minimum engagement for Casual Employees will be 3 hours per shift.

Casual Conversion

7.12. A Casual Employee who has been rostered on a regular and systematic basis over a period of 52 weeks has the right to request conversion to permanent employment on either a full-time or part-time basis.

7.13. MQ Health may agree to or refuse the request, but the request may only be refused on reasonable grounds. Reasonable ground include:
(a) it would require a significant adjustment to the Casual Employee’s hours of work in order for them to be engaged as a full-time or part-time Employee;
(b) it is known or reasonably foreseeable that the regular Casual Employee’s position will cease;
(c) it is known or reasonably foreseeable that the hours of work which the regular Casual Employee is required to perform will be significantly reduced in the next 12 months; or
(d) it is known or reasonably foreseeable that there will be a significant change in the days and/or times that work is required to be performed in the next 12 months, which cannot be accommodated within the days and/or hours during which the Casual Employee is available to work.

7.14. Where MQ Health refuses a regular Casual Employee’s request to convert, the Casual Employee will be provided the reasons for refusal in writing within 21 days of the request being made.

7.15. Casual conversion will not apply where a Casual Employee has covered absences of full-time or part-time staff that are expected to return to work.
8. PROBATION

8.1. On commencement of employment, an Employee (other than a Casual Employee) may be subject to a probationary period of up to 6 months. The length of the probationary period should be appropriate to the nature of the work being undertaken.

8.2. If an Employee is absent from work during the probationary period for any reason, the probationary period may be extended. The extension will be equal to the period of absence and the Employee will be notified in writing.

8.3. At any time during the probationary period MQ Health, or the Employee, can terminate the employment by providing one weeks’ notice. If notice is provided by MQ Health, payment in lieu of notice may be made to the Employee.

9. TRAINING AND DEVELOPMENT

9.1. MQ Health recognises that training and development is essential in the maintenance and development of knowledge and skills and will support this through a combination of mandatory training and professional development.

9.2. MQ Health will continue to provide support for training and development opportunities where possible. Employees may apply for study leave and course participation in accordance with relevant policies in place from time to time.

Mandatory education (applies to all Employees including casuals)-

9.3. Where possible, mandatory face to face education and training will be provided during an Employees’ hours of work. If this is not possible, then the Employee will be entitled to receive payment at the Base Rate of Pay for the actual time spent in mandatory training or for two hours (whichever is greater).

9.4. In lieu of receiving payment, Employees may, with the agreement of MQ Health be permitted to be free from duty for a period of time equivalent to the period spent in attendance at training. Time spent in attendance will not be viewed as overtime for the purposes of this Agreement.

10. LABOUR FLEXIBILITY

10.1. MQ Health may direct an Employee to carry out duties which are within the limits of the Employee's skill, competence and training, consistent with their respective classification. These duties may include work which is incidental or peripheral to the Employee's main tasks provided the duties are not designed to promote deskilling.

10.2. MQ Health may direct an Employee to carry out such duties and use tools and equipment as required provided that the Employee has been properly trained in the use of the tools and equipment.

10.3. Any direction issued by MQ Health will be consistent with its responsibilities to provide a safe and healthy working environment for Employees and in its duty of care to patients.
11. **STAND DOWN**

11.1. MQ Health can stand down an Employee without pay during a period in which the Employee cannot usefully be employed because of one of the following circumstances:
   
   (a) industrial action (other than industrial action organised or engaged in by MQ Health);
   
   (b) a breakdown of machinery or equipment for which MQ Health cannot reasonably be held responsible;
   
   (c) a stoppage or significant decrease in volume of work for any cause for which MQ Health cannot reasonably be held responsible.

11.2. Where MQ Health makes a definite decision to stand down an Employee, the Employee will be provided with 1 week’s notice.

11.3. Where an Employee is stood down in accordance with sub-clause 11.1, the Employee can elect to access:

   (a) any ADOs or time in lieu to which they have an entitlement; and/or
   
   (b) other paid leave entitlements in accordance with Part 5 of this Agreement.

**PART 3 – SALARIES AND PAYMENTS**

12. **SALARIES**

12.1. Prior to the approval of this Agreement, MQ Health provided the following salary increases to all classifications covered by this Agreement:

   (a) 2% effective from 25 February 2018;
   
   (b) 1.8% effective from 25 February 2019.

12.2. This Agreement provides for the following salary increases, which will apply to all classifications covered by this Agreement:

   (a) 0.75% from the first full pay period on or after 1 January 2021;
   
   (b) 0.75% from the first full pay period on or after 1 July 2021;
   
   (c) 1.75% from the first full pay period on or after 1 July 2022.

**Salary rates**

12.3. The minimum salaries (Base Rate of Pay) for full-time Employees will be as contained in Schedule 1. Part-time Employees will be paid a pro-rata amount based on the appropriate salary for full-time Employees.

12.4. Employees will be paid in accordance with the rates for the appropriate classification set out in Schedule 1. Nothing in this Agreement will reduce the salary, conditions, or allowances of any Employee below the level of remuneration accorded prior to the date of operation of this Agreement.

12.5. The salaries in Schedule 1 are in compensation for all ordinary hours worked by an Employee.
12.6. Casual Employees will be paid an hourly rate in accordance with the appropriate classification set out in Schedule 1. In addition, Casual Employees will receive a 25% casual loading in lieu of those Agreement benefits for which Casual Employees are ineligible including those leave and redundancy entitlements to which Casual Employees are not entitled.

**Payment of salaries**

12.7. Salaries will be paid fortnightly by direct electronic funds transfer to an account nominated by the Employee at an Australian based financial institution.

12.8. On each pay day, payment will be made for hours worked up to a date not more than three days prior to the date of payment.

12.9. MQ Health will issue pay slips electronically. In circumstances where an Employee is unable to access electronic means of receiving the payslip, a hard copy will be provided upon request.

**Underpayment and overpayment**

12.10. Where underpayments or overpayments have been identified, MQ Health will notify the Employee as soon as possible of the circumstances and the amount involved.

12.11. Where an underpayment is identified, MQ Health will rectify the underpayment in the next normal pay run. If this will result in financial hardship for the Employee, every effort will be made to rectify the underpayment within three working days.

12.12. Where an overpayment is identified, MQ Health will advise the Employee:

   (a) the pay period from which the recovery of the overpayment will commence; and
   (b) the gross and net recovery amount to be deducted in each pay period; and
   (c) the expected end date of the recovery of overpayment.

12.13. Where the proposed recovery arrangement set out in sub-clause 12.12 will result in financial hardship for the Employee, MQ Health will discuss alternate recovery arrangements with the Employee.

**Salary packaging**

12.14. MQ Health is a not-for-profit organisation eligible to access fringe benefit tax (FBT) exemption caps. On this basis, eligible Employees are permitted to package a portion of their salary to obtain a range of benefits. The fringe benefit tax (FBT) exemption status of MQ Health is subject to applicable Australian taxation laws. If the FBT exemption status of MQ Health changes at any time, MQ Health may be required to cease part or all aspects of the salary packaging scheme.

12.15. MQ Health utilises the services of a third party salary packaging provider (currently Maxxia). Eligible Employees are encouraged to seek independent financial advice prior to commencing or ceasing salary packaging arrangements with the third party salary packaging provider.

**13. SUPERANNUATION**

13.1. MQ Health will make superannuation contributions into an approved superannuation fund nominated by the Employee in accordance with relevant superannuation legislation, as varied from time to time.

13.2. The Employee will notify MQ Health of their choice of approved fund (compliant with federal legislative requirements) within 28 days of commencing employment. If the Employee does not
notify MQ Health of their chosen fund, SG contributions will be made to the default fund which is currently Health Employees' Superannuation Trust Australia (HESTA).

13.3. Superannuation payments will be made in accordance with the trust deed of the relevant superannuation fund.

**Salary Sacrifice to superannuation**

13.4. An Employee can elect to sacrifice a portion of salary to superannuation in accordance with relevant legislation. This election must be made prior to the commencement of the period of service to which the earnings relate and be in accordance with relevant legislation.

13.5. MQ Health will not use any amount that is salary sacrificed by an Employee to count towards its obligation to pay minimum contributions under relevant superannuation legislation. Contributions will be calculated by reference to the salary which would have applied to the Employee under this Agreement in the absence of any salary sacrifice.

14. **ALLOWANCES AND REIMBURSEMENT (INCLUDING SHIFT ALLOWANCES)**

Allowances in this clause are payable in addition to an Employee’s Base Rate of Pay. The monetary amounts payable are set out in Schedule 2 – Allowances. Where the allowance is set out other than as an hourly rate, part-time Employees and Casual Employees will receive the allowance on a pro-rata basis (with the exception of Laundry and Shoe allowances).

The following allowances do not apply to Casual Employees:

- On Call allowances
- Qualification allowances

**Reimbursement of expenses**

14.1. An Employee sent for duty to a place other than their regular place of duty will be paid for all additional travelling time at their Base Rate of Pay and will be reimbursed for any additional travel expenses incurred.

14.2. Employees required by MQ Health to use their own vehicles to carry out their work will be paid a motor vehicle allowance (calculated using the applicable cents per kilometre method as set out by the Australian Taxation Office).

**On Call allowances**

14.3. MQ Health may require Employees to be on call, that is contactable and available to perform duties. Any time spent on call where an Employee is not recalled to work will not be counted as time worked.

14.4. An Employee required to be on call will be paid an allowance for each hour (or part thereof) of the on call period, as set out in Item 1 of Schedule 2.

14.5. An Employee required to be on call on a day they are not rostered to work will be paid an allowance for each hour (or part thereof) of the on call period, as set out in Item 2 of Schedule 2.
Qualification allowance

14.6. An Employee who holds either a sterilising certificate or operating theatre assistant certificate will be paid a qualification allowance as set out in Item 3 of Schedule 2, provided that the certificate:

(a) is directly relevant to the competency and skills used in their position;
(b) is from a recognised educational institution;
(c) has been provided to MQ Health; and
(d) the Employee is available to work, competent to work, rostered to work and the certificate is being utilised in that work.

Allowances for special working conditions

14.7. An Employee required to wear a lead apron will be paid an allowance per hour (or part thereof) that the Employee is required to wear the lead apron, as set out in Item 4 of Schedule 2.

14.8. An Employee required to handle linen of a nauseous nature (other than in sealed linen bags) will be paid an allowance per hour (or part thereof) as set out in Item 5 of Schedule 2.

Uniforms and Protective Clothing

14.9. Sufficient suitable and serviceable uniforms will be supplied free of charge to each Employee required by MQ Health to wear them.

14.10. Employees will keep any uniform supplied to them in a reasonable and presentable condition. All Employees are required to wear their uniform (where supplied) and nametag whilst on duty.

14.11. In lieu of supplying shoes to an Employee, MQ Health will pay the amount set out in Item 6 of Schedule 2.

14.12. Where uniforms are not laundered by MQ Health, an allowance as set out in Item 7 of Schedule 2 will be paid to the Employee.

14.13. An Employee who is required to work out of doors or in potentially hazardous situations (e.g. with, or near machinery) will be supplied with appropriate protective clothing and equipment.

14.14. An Employee will return any uniform or part thereof supplied by MQ Health on the termination of their employment.

Higher Duties Allowance (Relieving other Employees)

14.15. An Employee will be entitled to the minimum payment of a higher classification level where they are required to relieve an Employee in a higher classification, or to act in a vacant position of a higher classification, for 5 consecutive days or more.

Leading Hand Allowance

14.16. An Employee who is not ordinarily required to supervise others, and who is rostered in charge of not less than two other employees, will be paid an allowance as set out in Item 8 of Schedule 2.
**Shift allowances**

14.17. Where the rostered hours of work of an Employee on Monday to Friday:

   (a) finish after 6pm; or
   
   (b) commence on or after 6.00 pm; or
   
   (c) commence before 6.00 am,

   then the Employee will be paid 115% of their Base Rate of Pay for all hours worked on that shift.

14.18. Casual Employees who work hours as defined in sub-clause 14.17 will be paid 135% of their Base Rate of Pay for all hours worked on that shift, in lieu of receiving the 25% casual loading.

14.19. Employees whose ordinary working hours include work on a Saturday or Sunday will be paid:

   (a) for work between midnight Friday and midnight on Saturday - 150% of their Base Rate of Pay.
   
   (b) for work between midnight Saturday and midnight on Sunday - 175% of their Base Rate of Pay.

14.20. Casual Employees who work between midnight Friday and midnight Sunday will be paid 175% of their Base Rate of Pay, in lieu of receiving the 25% casual loading.

**PART 4 – HOURS OF WORK**

15. **HOURS OF WORK**

This clause applies to all Employees including Casual Employees, except where explicitly stated.

15.1. The maximum number of ordinary hours of work is 10 hours in any day. However, up to 12 hours may be worked by mutual agreement.

**Span of hours**

15.2. The ordinary hours of work are 6.00 am and 6.00 pm, Monday to Friday, unless otherwise stated in Clause 15.3-15.5.

15.3. The ordinary hours of work in private medical, dental, pathology, physiotherapy, chiropractic, and osteopathic practices are worked between are worked between:

   (a) 7.30 am and 9.00 pm, Monday to Friday; and
   
   (b) 8.00 am and 4.30 pm on Saturday.

15.4. The ordinary hours of work in private medical imaging practices are worked between:

   (a) 7.00 am and 9.00 pm, Monday to Friday; and
   
   (b) 8.00 am and 1.00 pm on Saturday.

15.5. Where the work location of a private medical imaging practice services patients on a 7 day a week basis, the ordinary hours of work at that location are worked between 7.00 am and 9.00 pm, Monday to Sunday.

**Breaks from work**

15.6. Employee who works more than 5 hours will be allowed a break of not less than 30 minutes and not more than 60 minutes for each meal occurring on duty.

15.7. Except for one meal break each day, all time worked from the start to finish of each shift is ordinary working time.
15.8. Employees are entitled to breaks from work ("tea break") up to a total of 20 minutes (either two separate 10 minute breaks or one 20 minute break) each day. Tea breaks will be at times mutually agreed, and with no interference to the smooth functioning of the work area. Employees who are engaged for less than an eight-hour shift on any one day will only be entitled to one tea break of 10 minutes, provided a minimum of four hours work is completed. Tea breaks will count as working time, cannot be traded for time in lieu and are forfeited if not taken on a daily basis.

**Accrued Day Off (ADO)**

15.9. This sub-clause only applies to full-time Employees.

15.10. The ordinary hours in sub-clause 15.1 may be varied by mutual agreement to 152 hours per 28 calendar days, where the Employee will not be required to work their ordinary hours on more than 19 days in the cycle. This arrangement allows the Employee to access an accrued day off (ADO) in the following manner:

(a) Employees will have the hours worked on each of those days arranged to include a proportion of one hour on the basis of 0.4 of one hour for each eight-hour shift worked and 0.5 of one hour for each ten-hour shift which will accumulate towards the Employee’s ADO.

(b) The Employee’s ADO will be taken at an agreed time having regard to the needs of MQ Health. Where possible, the ADO will be consecutive with the non-working days set out in sub-clause 15.1.

(c) MQ Health may agree for the Employee to accumulate up to 12 ADOs per year, to be taken in conjunction with the Employee's annual leave or at another time by mutual agreement.

(d) ADOs will not be rostered to occur on public holidays.

(e) Time towards ADOs will accrue on public holidays, and during periods of compassionate leave and paid personal/carer’s leave.

(f) Time towards ADOs will not accrue during periods of workers' compensation, annual leave, long service leave, parental leave, time in lieu or whilst taking an ADO.

(g) Where an Employee is sick on an agreed ADO, available sick leave will not be debited but the Employee will not be entitled to an alternate ADO.

16. **ROSTERS**

This clause applies to full-time and part-time Employees.

16.1. Where an Employee is required to work according to a roster, the following arrangements will apply:

(a) work rosters will be posted in a readily accessible place at least 1 week prior to the commencement of the roster period;

(b) all rosters will indicate the start and finish times of the ordinary hours of work of the respective shifts for each Employee.
16.2. Where a work roster is changed due to absence or emergency, an Employee may agree to work on a day that would have been their day off. In these circumstances, a mutually agreed suitable alternative day off will be taken or the shift will be paid at overtime rates.

16.3. Where Employees propose and MQ Health agrees, places in work rosters may be changed provided that the MQ Health incurs no additional shift or overtime penalties as a consequence of the change.

**Changes to regular roster or ordinary hours of work**

16.4. Where there are proposed changes or variations to regular rosters or to ordinary hours of work, these will be notified to the relevant Employee/s at least 7 days prior to becoming operative.

16.5. MQ Health will:
   (a) provide all relevant information to the Employee about the change including the nature of the change, information about what MQ Health reasonably believes will be the effects of the change on the Employees, and information about any other matters that MQ Health reasonably believes are likely to affect the Employees;
   (b) invite the Employee to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
   (c) give prompt and genuine consideration to matters raised about the change by relevant Employees.

16.6. Employees may be represented by the Union or other representative at any stage of the discussion on roster change.

17. **OVERTIME**

17.1. Employees (including Casual Employees) may be required to work reasonable overtime by MQ Health. A request to work overtime may be refused in circumstances where it would result in the working hours being unreasonable.

17.2. For the purposes of sub-clause 17.1 what is unreasonable or otherwise will be determined having regard to:
   (a) the risk to the employee’s health and safety;
   (b) the employee’s personal circumstances including any family and carer responsibilities;
   (c) the needs of MQ Health;
   (d) the notice (if any) given by MQ Health of the overtime and by the employee of their intention to refuse it; and
   (e) any other relevant matter.

17.3. All time worked by full-time Employees in excess of their rostered ordinary hours of work will be paid at the following rates:
   (a) 150% of their Base Rate of Pay for the first two hours of overtime per shift; then
   (b) 200% of their Base Rate of Pay for any subsequent overtime per shift.

17.4. All time worked by part-time Employees in excess of their rostered ordinary hours of work will be paid at the following rates:
(a) 120% of their Base Rate of Pay until the ordinary hours of a full-time Employee (76 hours per fortnight) or the maximum ordinary hours per shift (10 hours) have been reached; then,
(b) 150% of their Base Rate of Pay for the subsequent two hours of overtime per shift; then,
(c) 200% of their Base Rate of Pay for any subsequent overtime per shift.

17.5. Time worked by Casual Employees in excess of 10 hours per shift, 38 hours per week or 76 hour per fortnight will be paid at the following rates:
(a) 187.5% of their Base Rate of Pay for the subsequent two hours of overtime per shift; then
(b) 250% of their Base Rate of Pay for any subsequent overtime per shift.

17.6. The following rates will apply to all full time and part time Employees for overtime worked on Sundays and public holidays:
(a) 200% of their Base Rate of Pay for any overtime worked on Sundays;
(b) 250% of their Base Rate of Pay for any overtime worked on public holidays.

17.7. The following rates will apply to Casual Employees for overtime worked on Sundays and public holidays:
(a) 250% of their Base Rate of Pay for any overtime worked on Sundays;
(b) 312.5% of their Base Rate of Pay for any overtime worked on public holidays.

17.8. An Employee recalled to work overtime after leaving MQ Health premises will be paid for a minimum of four hours work at the appropriate rate for each time recalled.

17.9. An Employee required to work overtime for more than two hours following completion of their normal shift will be entitled to a twenty minute meal break, and a further twenty minutes after each subsequent four hours overtime.

17.10. The meals referred to in this clause will be provided to the Employee free of charge. Where MQ Health is unable to provide meals, an allowance per meal as set out in Item 9 of Schedule 2 - Allowances will be paid to the Employee.

17.11. If an Employee is recalled to duty during a meal break, they will be paid at the applicable overtime rate for the total period of the meal break.

Rest period after overtime

17.12. An Employee working overtime is entitled to 10 consecutive hours off duty between the termination of work on one day and the commencement of work on the next day, without loss of pay for ordinary hours.

17.13. If, on the instructions of MQ Health, an Employee does not receive 8 consecutive hours off duty, the Employee is entitled:
(a) to be paid at a rate of 200% of their Base Rate of Pay until being released from duty; and
(b) upon being released from duty, to be absent until they have had at least 10 consecutive hours off duty, without loss of pay for ordinary hours occurring during their absence.

17.14. All overtime rates in this clause will be in substitution for, and not cumulative upon, other shift allowances or loadings prescribed in this Agreement.

18. TIME IN LIEU (BANKING OF HOURS)

This clause applies to full-time and part-time Employees.
18.1. A full-time or part-time Employee may, by agreement with their supervisor and Manager:
(a) work less than their daily, weekly, or fortnightly contracted hours and work those hours at a later date; or
(b) work more than their daily, weekly, or fortnightly contracted hours and take time off in lieu of payment or may set off the additional hours worked against any owing under sub-clause 18.1 (a).

18.2. An Employee who works less than their contracted hours will be paid as if those hours had been worked during the relevant period, including payment for any weekend or shift penalties that would otherwise have been due for the time not worked.

18.3. An Employee who works more than their contracted hours will not receive payment for any weekend, shift penalties or allowances that would otherwise have been due for that extra time worked.

18.4. Time debited or credited under these arrangements will be at ordinary time i.e. an hour for an hour.

18.5. An Employee may not have more than 76 hours in debit or credit at any point in time.

18.6. Employees who have hours in debit must be given first option to work additional hours prior to the use of Casual Employees.

18.7. MQ Health will keep records of all hours credited and debited to Employees under these arrangements. Employees must have full access to these records.

18.8. On termination of employment, MQ Health will pay the Employee for all hours in credit and may deduct from termination pay the value of any hours in debit.

18.9. Either party has the right to terminate an agreement under this clause with two weeks’ notice.

**Time off in lieu of overtime**

18.10. In lieu of receiving payment for overtime in accordance with Clause 17, Employees may be compensated by way of time off in lieu of overtime on the following basis:
(a) Time off in lieu of overtime is taken on the basis of hour for hour at ordinary pay, that is one hour off for each hour of overtime worked. It must be taken at a mutually agreed time within six months of it being accrued.
(b) Where it is not possible for an Employee to take the time off in lieu of overtime, it is to be paid out at the appropriate overtime rate based on the Base Rate of Pay applying at the time payment is made.

18.11. Employees cannot be compelled to take time off in lieu of overtime.

19. **PROGRESSION**

19.1. On completion of each 12 months continuous service, full-time and part-time Employees not on the maximum pay point for their classification level will automatically progress to the next pay point within the classification, unless the Employee is subject to disciplinary, misconduct or serious misconduct processes.

19.2. Casual Employees will be eligible for incremental progression on the completion of 1976 hours.
PART 5 – LEAVE

20. COMMON LEAVE PROVISIONS

20.1. The clauses in Part 5 set out the basic entitlements for Employees in each of the leave categories. An Employee employed on a part-time or part-year basis is entitled to a proportional amount of the full-time leave available under the relevant clauses of this Agreement, in line with their appointment. Except where otherwise specified, a Casual Employee is not entitled to paid leave and receives a loading in lieu of all paid leave entitlements.

20.2. Detailed provisions for the granting and taking of leave, and the arrangements for payment while on leave, will be in accordance with the relevant leave policies in place from time to time.

21. ANNUAL LEAVE (INCLUDING ANNUAL LEAVE LOADING)

21.1. For each year of continuous service, a full-time Employee is entitled to:

(a) 4 weeks paid annual leave; or

(b) 5 weeks paid annual leave to Employees who are regularly rostered to work Sunday and Public Holidays.

Payment for annual leave (including annual leave loading)

21.2. During a period of annual leave, an Employee (other than a Shiftworker) will be paid at their Base Rate of Pay immediately prior to the annual leave period plus an annual leave loading of 17.5% of their Base Rate of Pay.

21.3. During a period of annual leave, a Shiftworker will be paid at their Base Rate of Pay immediately prior to the annual leave period plus the higher of:

(a) an annual leave loading of 17.5% of their Base Rate of Pay; or

(b) the shift allowances in sub-clause 14.17 or sub-clause 14.19 that the Employee would have received had they not been on annual leave.

21.4. In addition to the payments outlined in sub-clause 20.2 and 20.3, the Employee will be paid allowances set out in Item 3, 6 and 7 in Schedule 2.

Taking annual leave

21.5. Annual leave may be taken for a period agreed between an Employee and MQ Health. Approval is subject to the operational requirements of the workplace but will not be unreasonably withheld or revoked.

21.6. Prior to accessing their annual leave entitlements, an Employee will normally exhaust all accrued time in lieu.

Annual leave and annual leave loading in advance

21.7. MQ Health and an Employee may agree in writing to the Employee taking a period of paid annual leave before the Employee has accrued an entitlement to the leave.

21.8. An agreement must state the amount of leave to be taken in advance, the date on which the leave is to commence, and be signed by the MQ Health and the Employee.
21.9. If an Employee’s request to take a period of paid annual leave in advance has been approved by MQ Health, the Employee will also be paid annual leave loading in advance.

21.10. If on the termination of the Employee’s employment, the Employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under sub-clauses 21.7 and 21.8, MQ Health may deduct from any money due to the Employee on termination an amount equal to the amount that was paid to the Employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

**Cashing out of annual leave**

21.11. Accrued but unused annual leave may be cashed out, subject to the following conditions:

(a) the Employee may submit a written request to cash out an amount of annual leave;

(b) the Employee must retain no less than 4 weeks’ entitlement (or pro rata for part-time Employees);

(c) MQ Health agrees to the Employee cashing out the annual leave; and

(d) the Employee must be paid at least the full amount that would have been payable to the Employee had they taken the leave.

**MQ Health direction to take annual leave (Closure)**

21.12. Where a work area is closed for a period of time (usually due to Public Holidays or NSW School Holidays), MQ Health may direct an Employee to take a period of annual leave, provided the Employee is given at least 12 weeks’ notice in writing from the date the leave is due to commence.

21.13. Wherever possible, MQ Health will consider requests made by Employees for redeployment within MQ Health for the period of closure.

21.14. Where an Employee who is directed to take leave does not have an entitlement to sufficient paid annual leave, the Employee may take other forms of paid or unpaid leave to which they have an entitlement including:

(a) TIL and ADOs; or

(b) annual leave in advance; or

(c) leave without pay.

**Excessive accumulated annual leave**

21.15. If an Employee has accrued 8 weeks or more annual leave, or 10 weeks annual leave for a Shiftworker (or pro rata for part-time Employees), MQ Health may direct the Employee to take a period of annual leave.

21.16. MQ Health will provide at least 4 weeks’ notice of a direction to take annual leave. The direction to take annual leave will be for no less than 1 week.

21.17. MQ Health will ensure that a direction to take annual leave will not result in a remaining accrued entitlement to annual leave being less than 6 weeks (or pro rata for part-time Employees).
22. PERSONAL/CARER’S LEAVE

22.1. Personal/carer’s leave is:

(a) personal leave (sick leave) taken by an Employee because they are not fit for work because of a personal illness, or injury, affecting the Employee; or

(b) leave (carer’s leave) taken by an Employee to provide care or support to a member of the Employee’s immediate family, or a member of the Employee’s household, who requires care or support because of:

(i) a personal illness, or injury, of the member; or

(ii) an unexpected emergency affecting the member.

22.2. For the purpose of this clause, an immediate family member or member of the Employee’s household has the meaning described in the Act, and in relevant policies in place from time to time.

22.3. Personal/carer’s leave must be applied for in accordance with the relevant policies in place from time to time, which may include requirements relating to notice and evidence.

Accrual and payment of paid personal/carer’s leave

22.4. Full-time Employees are entitled to 10 days paid personal/carer’s leave for each year of service. An Employee’s entitlement to 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.

22.5. Where an Employee takes paid personal/carer’s leave, the Employee will be paid at their Base Rate of Pay.

22.6. No payment will be made for accumulated personal/carer’s leave on termination.

22.7. An Employee is not entitled to be paid personal/carer’s leave whilst they are in receipt of workers’ compensation payments.

Unpaid carer's leave (including Casual Employees)

22.8. An Employee (including a Casual Employee) is entitled to a period of up to 2 days unpaid carer’s leave for each permissible occasion, as described in sub-clause 22.1(b).

22.9. An Employee is entitled to unpaid carer’s leave for a permissible occasion only if the Employee has exhausted their paid personal/carer’s leave entitlement or is a casual Employee.

Personal carer’s leave and service

22.10. A period of paid personal/carer’s leave does not break an employee’s continuity of service and paid personal/carer’s leave counts as service for all purposes.

22.11. A period of unpaid personal/carer’s leave does not break an employee’s continuity of service; however, a period of unpaid personal/carer’s leave does not count as service.

23. COMPASSIONATE LEAVE

23.1. Compassionate leave is paid leave taken by an Employee:
(a) for the purposes of spending time with a person who:
   (i) is a member of the Employee’s immediate family or a member of the Employee’s household; and
   (ii) has a personal illness, or injury, that poses a serious threat to his or her life; or
(b) after the death of a member of the Employee’s immediate family or a member of the Employee’s household.

23.2. An Employee is entitled to a period of 2 days of compassionate leave at their Base Rate of Pay for each occasion. Where the Employee is directly involved in making funeral and associated arrangements and/or is required to travel a significant distance, 1 additional leave day may be accessed.

23.3. An Employee who is entitled to a period of compassionate leave is entitled to take the compassionate leave as single or separate periods by agreement with MQ Health.

24. **PARENTAL LEAVE**

24.1. Paid parental leave is leave that can be taken when an eligible Employee:
   (a) gives birth or is due to give birth within 6 weeks;
   (b) has a partner who gives birth; or
   (c) adopts a child under 16 years of age (including as a result of a surrogacy arrangement).

24.2. An eligible full-time Employee is entitled to:
   (a) 12 weeks of paid primary carer leave at their Base Rate of Pay; and/or
   (b) 2 weeks of paid partner leave at their Base Rate of Pay.

24.3. In circumstances, where an Employee is eligible to access both primary carer and partner leave, the total combined paid leave period will not exceed 12 weeks.

24.4. Eligible part-time Employees will be entitled to paid parental leave on a proportionate basis of the full-time entitlement, based on their ordinary hours of work.

24.5. Eligible Casual Employees will be entitled to paid parental leave on a proportionate basis of the full-time entitlement by using the average hours worked during the 12 month period directly before the leave period commences.

24.6. Eligibility for paid parental leave, and detailed provisions for the notice and taking of this leave, will be determined in accordance with the relevant policies in place from time to time.

**Unpaid parental leave**

24.7. An eligible Employee is entitled to 12 months unpaid parental leave. Where an Employee is also eligible for paid parental leave, the available period of unpaid leave will be reduced by the period of paid parental leave, so that the total initial leave period does not exceed 12 months.

24.8. Eligibility for unpaid parental leave, detailed provisions for the notice and taking of unpaid parental leave (including a further 12 month period of unpaid parental leave), and effect on
other entitlements will be determined in accordance with the Act, and with the relevant policies in place from time to time.

Leave before birth or adoption of a child

24.9. If an Employee is required to attend routine medical appointments; pre-natal classes; or interviews/examinations required to obtain approval for the adoption of a child, the Employee can access their existing paid leave entitlements (other than personal/carer’s leave). If the Employee does not have sufficient paid leave, the Employee is required to take unpaid leave.

24.10. If an Employee is unable to continue to work due to a pregnancy related illness, then the Employee can access existing paid leave entitlements (including personal/carer’s leave). If the Employee does not wish to use their paid leave entitlements, the Employee will be on unpaid special maternity leave in accordance with the Act.

24.11. If an Employee continues to work during the 6 week period before the expected date of birth of the child, MQ Health may ask the Employee to provide a medical certificate to confirm whether the Employee remains fit for work. MQ Health may require the Employee to take parental leave prior to the birth of the child in accordance with the provisions of the Act.

Transfer to a safe position

24.12. Where an Employee cannot carry out the duties of their position due to an illness or risk associated with the pregnancy, the Employee may be transferred to a safe position at the same classification level until the commencement of Parental Leave. This sub-clause will be applied

Premature birth

24.13. If an Employee gives birth prematurely, the Employee will be on parental leave from the date the Employee gives birth to the child and any previous leave arrangements may need to be varied.

Stillbirth, miscarriage or death of child

24.14. If an Employee’s child is stillborn or dies within four weeks of the birth, the Employee is still entitled to MQ Health paid parental leave (where eligible for paid leave). In addition, the Employee may also access other accrued paid or unpaid leave entitlements.

24.15. If an Employee’s pregnancy ends prior to 20 weeks gestation due to miscarriage, any absence from work will be considered personal leave. Eligible casuals will be considered as being on unpaid authorised absence.

Communication during parental leave

24.16. Prior to and during parental leave, Employees should ensure that their contact details are up to date with their supervisor and/or Human Resources. Employees are encouraged to maintain contact with their manager and continue to engage with the workplace through keeping in touch days.

24.17. Where an Employee is on parental leave and a definite decision has been made to introduce a significant change at the workplace, MQ Health will take all reasonable steps to contact and consult with the Employee in accordance with Clause 30 – Workplace Change of this
Agreement. Any consultation will be in relation to the position the Employee held before commencing parental leave.

**Lactation provisions**

24.18. Employees who are lactating will be entitled to one paid lactation break of 30 minutes per shift for the purposes of expressing their milk or breast feeding their child. MQ Health will provide access to suitable facilities in accordance with the relevant policies in place from time to time.

**Further pregnancy**

24.19. An Employee returning from a period of parental leave must have returned to work for at least 3 months on a continuous basis before being eligible for a further period of paid parental leave.

24.20. An Employee who becomes pregnant while on parental leave will be entitled to a further period of unpaid parental leave in accordance with the Act.

**25. LONG SERVICE LEAVE**

25.1. Full-time Employees are entitled to the following long service leave amounts:

(a) 2 months long service leave at their Base Rate of Pay after 10 years’ Continuous Service with MQ Health;

(b) an additional 1 month long service leave at their Base Rate of Pay after 15 years’ Continuous Service.

(c) an additional 1.5 months long service leave at their Base Rate of Pay for each 5 years’ Continuous Service thereafter.

25.2. Part-time Employees and eligible Casual Employees will be entitled to long service leave on a proportionate basis of the full-time entitlement, based on their ordinary hours of work.

25.3. Continuous Service will not be broken by:

(a) any period on leave without pay not exceeding 2 months;

(b) the absence of any Employee whilst a member of the Defence Forces of the Commonwealth in time of war.

However, absences over 2 months will not be counted as service in determining the total service for long service leave purposes.

25.4. Unpaid parental leave will be treated in the same way as leave without pay for the purposes of calculating long service leave in accordance with the *Long Service Leave Act 1955* (NSW).

25.5. When an Employee becomes entitled to long service leave, MQ Health will allow the Employee to take the leave. Detailed provisions for the notice and taking of this leave will be determined in accordance with the relevant policies in place from time to time.

**Payment in lieu on termination**

25.6. Payment in lieu will be made for any entitlement to long service leave accrued but not taken on termination. Where termination of employment is due to the Employee’s death, payment will be made to the Employee’s estate. Payment will be made at the Employee’s Base Rate of Pay.
25.7. If an eligible Employee has completed between 5 and 10 years’ Continuous Service and their employment is terminated by:
   (a) the Employee on account of illness, incapacity or domestic or other pressing necessity; or
   (b) by MQ Health for any reason other than the Employee’s serious and wilful misconduct;
then the Employee will be paid a proportionate amount on the basis of 2 months for 10 years’ Continuous Service.

25.8. If an eligible Employee has completed between 5 and 10 years’ Continuous Service and they were employed by MQ Health on or before 20 March 2015, if their employment is terminated:
   (a) the Employee for any reason; or
   (b) by MQ Health for any reason other than the Employee’s serious and wilful misconduct;
then the Employee will be paid a proportionate amount on the basis of 2 months for 10 years’ Continuous Service.

26. **COMMUNITY SERVICE LEAVE**

26.1. MQ Health will enable Employees to access community service leave in accordance with the Act.

26.2. Employees must notify MQ Health as soon as possible of the date they are required to attend jury service or service in voluntary emergency management activities (as defined in the Act).

26.3. MQ Health will pay an Employee (other than Casual Employees) an amount equal to the difference between the amount paid by the government for that service and the Base Rate of Pay the Employee would have received for working those hours at MQ Health. This sub-clause will only apply for the first 10 days of absence on jury service.

27. **FAMILY AND DOMESTIC VIOLENCE LEAVE**

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

27.2. Examples of violent, threatening or other abusive behaviour include escalating levels of abuse and violence, intimidation, physical abuse, sexual assault, verbal abuse and/or threats, psychological abuse, threats to harm others, and/or causing harm to pets, threats to damage property or actually damaging property, financial deprivation and social isolation, coercive control in order to maintain control over the victim's behaviour, or to have them suffer emotional or physical torment and live in fear.

27.3. A full-time Employee who is affected by family and domestic violence can access up to 10 days Family and Domestic Violence Leave comprising:
   (a) 5 days paid leave at their Base Rate of Pay; and
   (b) 5 days unpaid leave (once relevant paid leave has been exhausted).

27.4. Part-time Employees will be entitled to paid leave on a proportionate basis of the full-time entitlement, based on their ordinary hours of work.
27.5. If an Employee exhausts their family and domestic violence leave entitlement, they may apply to use other forms of accrued leave entitlements including but not limited to personal leave and annual leave.

27.6. Family and domestic violence leave can be used for the following reasons:

(a) attending medical appointments;
(b) organising alternative accommodation, care and/or education arrangements;
(c) attending court hearings and/or police appointments; or
(d) accessing legal advice.

27.7. If a Casual Employee is unable to attend work for reasons relating to family and domestic violence, they can access 5 days unpaid leave. They should:

(a) advise their supervisor that they will be absent and unavailable for work for this reason; and
(b) advise of their availability to be rostered for work.

27.8. Leave will be credited at the beginning of each year and does not accrue from year to year. Eligible Employees who commence employment throughout the calendar year, will be credited with family and domestic violence leave on their commencement date. Any untaken leave is not paid out on termination of employment.

27.9. An Employee seeking to access family and domestic violence leave may be required to provide supporting documentation that would satisfy a reasonable person. Depending on the circumstances, evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

27.10. Where practicable, MQ Health may approve an Employee’s request for the following:

(a) changes to hours of work;
(b) relocation to suitable employment;
(c) temporary change to their work location;
(d) changes to work contact details such as phone numbers and email addresses;
(e) other measures, if any, appropriate to the circumstances.

27.11. Sensitive information provided by the Employee to MQ Health for the purposes of seeking leave under this clause will be kept confidential to the extent possible, except where disclosure is required by law or to prevent a serious threat to the life, health and safety of any individual.

28. CEREMONIAL LEAVE

An employee who is required by Aboriginal or Torres Strait Islander tradition to be absent from work for traditional ceremonial purposes will be entitled to up to 10 working days’ unpaid leave in any one year, subject to appropriate notification and MQ Health approval.
29. PUBLIC HOLIDAYS

29.1. An Employee (other than a Casual Employee) will be entitled to the following public holidays without loss of pay:

(a) New Year’s Day;
(b) Australia Day;
(c) Good Friday;
(d) Easter Saturday;
(e) Easter Sunday;
(f) Easter Monday;
(g) Anzac Day;
(h) Queen’s Birthday;
(i) Labour Day;
(j) Christmas Day;
(k) Boxing Day; and
(l) any other day, or part day, declared or proclaimed to be a public holiday where MQ Health is located.

29.2. Employees will be entitled to an additional public holiday ("special public holiday") each year between Christmas and New Year. MQ Health will advise the exact date at least 4 weeks prior to Christmas Day. If an Employee is not ordinarily required to work on the day provided as a special public holiday, MQ Health and the Employee will agree an additional day off in lieu.

29.3. An Employee (including a Casual Employee) who is required to, and does, work on any public holiday prescribed in this clause, will be paid 250% of their Base Rate of Pay in lieu of any additional allowances and loadings (including the 25% casual loading) which would otherwise have been payable.

29.4. An Employee who does not have rostered or ordinary hours of work on a public holiday and is not otherwise required to work on a public holiday, will not be paid for that day.

29.5. Full-time Shiftworkers rostered off duty on a public holiday, which falls on a normal rostered day, will be paid an additional 1 day pay.

Interaction with other leave entitlements

29.6. Where an Employee is absent from their rostered shift on the working day before or after a public holiday (or public holiday weekend), without reasonable excuse/sufficient evidence or without the consent of MQ Health, the Employee may not be entitled to payment for that day.

29.7. An Employee who is on a period of annual leave during which a public holidays falls will not have their annual leave deducted but will be paid for the public holiday at the Base Rate of Pay.

29.8. An Employee who is on a period of parental leave during which a public holidays falls will not be paid for the public holiday.
PART 6 – MANAGING CHANGE

30. WORKPLACE CHANGE

This clause applies to full-time and part-time Employees.

Major change

30.1. If MQ Health has made a definite decision to introduce a major change to production, program, organisation, structure or technology that is likely to have a significant effect on Employees then it must notify the relevant Employees of this decision.

30.2. Employees will be entitled to be represented by the Union or other representative at any stage of the discussion on major change.

30.3. As soon as practicable after making a decision, MQ Health must discuss with the relevant Employees:

(a) the introduction of the change; and
(b) the effect the change is likely to have on the Employees; and
(c) measures the employer is taking to avert or mitigate the adverse effect of the change on the Employees.

30.4. For the purposes of the discussion in sub-clause 30.3, MQ Health will provide written information to the relevant Employees, including:

(a) all relevant information about the change including the nature of the change proposed; and
(b) information about the expected effects of the change on the Employees; and
(c) any other matters likely to affect the Employees.

30.5. MQ Health is not required to disclose confidential or commercially sensitive information to the relevant Employees.

30.6. MQ Health must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

30.7. In this clause, a major change is likely to have a significant effect on Employees if it results in:

(a) termination of employment; or
(b) major changes in the composition, operation or size of MQ Health’s workforce or in the skills required of Employees; or
(c) loss of, or reduction in, job or promotion opportunities; or
(d) loss of, or reduction in, job tenure; or
(e) alteration of hours of work; or
(f) the need for employees to be retrained or transferred to other work or locations; or
(g) job restructuring.

Change to regular roster or ordinary hours of work

30.8. In circumstances where MQ Health intends to change the regular roster or ordinary hours of work of Employees, consultation will occur in accordance with sub-clauses 16.4-16.6.
31. REDUNDANCY, SEVERANCE PAY AND ALTERNATE EMPLOYMENT

Where MQ Health has made a decision to terminate the employment of an Employee due to redundancy in accordance with Clause 30 – Workplace Change, the following provisions will apply:

**Notice for changes in production, program, organisation, structure or technology**

31.1. Where redundancy arises from a major change to production, program, organisation, structure or technology, MQ Health will provide notice in accordance with Clause 38 – Termination of Employment.

**Time off during the notice period**

31.2. During the period of notice given by MQ Health, an Employee can access up to one day off without loss of pay during each week of notice to which they are entitled under sub-clauses 38.1 and 38.2 for the purpose of seeking other employment.

**Employee leaving during the notice period**

31.3. If an Employee resigns before the notice period expires, the Employee will be entitled to the same benefits and payments under this clause had they remained with MQ Health until the expiry of the notice. In this circumstance, the Employee will not be paid for any remaining notice after they ceased to be employed.

**Statements relating to termination**

31.4. Upon request, MQ Health will provide the following to an Employee whose employment has been terminated:

(a) a written statement specifying the period of the Employee’s employment and the classification of, or the type of work performed by the Employee.

(b) an "Employment Separation Certificate" in the form required by Centrelink.

**Transfer to lower paid duties**

31.5. Where an Employee is transferred to lower paid duties in accordance with this clause, the Employee will be entitled to the same period of notice had their employment been terminated. Alternately, MQ Health can make payment at the Employee’s previous Base Rate of Pay for the number of weeks’ notice owing.

**Redundancy Pay**

31.6. Where the employment of an Employee is terminated, MQ Health will pay the following redundancy pay in respect of Continuous Service.

(a) If an Employee is under 45 years of age, MQ Health will pay in accordance with the following scale:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Period of notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
</tr>
<tr>
<td>1 year and less than 2 years</td>
<td>4 weeks</td>
</tr>
<tr>
<td>2 years and less than 3 years</td>
<td>7 weeks</td>
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<tr>
<td>3 years and less than 4 years</td>
<td>10 weeks</td>
</tr>
</tbody>
</table>
(b) Where an employee is 45 years of age or over, the entitlement shall be in accordance with the following scale:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Period of notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
</tr>
<tr>
<td>1 year and less than 2 years</td>
<td>5 weeks</td>
</tr>
<tr>
<td>2 years and less than 3 years</td>
<td>8.75 weeks</td>
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<tr>
<td>3 years and less than 4 years</td>
<td>12.5 weeks</td>
</tr>
<tr>
<td>4 years and less than 5 years</td>
<td>15 weeks</td>
</tr>
<tr>
<td>5 years and less than 6 years</td>
<td>17.5 weeks</td>
</tr>
<tr>
<td>6 years and over</td>
<td>20 weeks</td>
</tr>
</tbody>
</table>

31.7. For the purpose of sub-clause 31.6, 1 weeks’ pay will be determined according to the average pay received by the Employee in the period immediately prior to their last date of employment, equal to the number of weeks of redundancy pay to which the Employee is entitled.

31.8. MQ Health will also pay the Employee any remaining statutory leave entitlements.

**Incapacity to Pay**

31.9. Subject to an application by MQ Health and further order of the FWC, MQ Health may pay a lesser amount (or no amount) of redundancy pay than that contained in sub-clause 31.6.

31.10. The FWC will have regard to such financial and other resources of MQ Health concerned as the FWC thinks relevant, and the probable effect paying the amount of redundancy pay will have on MQ Health.

**Alternative Employment**

31.11. Subject to an application by MQ Health and further order of the FWC, MQ Health may pay a lesser amount (or no amount) of redundancy pay than that contained in sub-clause 31.6, if MQ Health obtains acceptable alternative employment for an Employee.

**PART 7 – MANAGING DISPUTES**

32. **DISPUTE SETTLING PROCEDURE**

32.1. In the event of a dispute relating to this Agreement or the NES, the Employee and/or the Union will raise the dispute with MQ Health.

32.2. In the first instance, the parties will attempt to resolve the dispute at the workplace level through discussions between the Employee/s and relevant Supervisors and/or Senior management.

32.3. Where the dispute remains unresolved following discussions at the workplace level, a party to the dispute may refer the dispute to the FWC.
32.4. The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation.

32.5. If the FWC is unable to resolve the dispute at the first stage, the FWC may then:
   (a) arbitrate the dispute; and
   (b) make a determination that is binding on the parties.

32.6. Subject to any review of the FWC’s decision or direction relating to the dispute, the parties agree to be bound by a decision made by the FWC in accordance with this clause.

32.7. Until the steps in this clause have been concluded:
   (a) the parties will continue to work in the normal manner (subject to applicable work health and safety legislation); and
   (b) an employee will comply with a direction by MQ Health to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

PART 8 – WORK HEALTH AND SAFETY

In all matters relating to health and safety, MQ Health and its Employees will comply with relevant legislation and statutory requirements.

33. WORKLOAD MANAGEMENT

33.1. The parties to this Agreement acknowledge that Employees and MQ Health have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on Employees and the quality of patient care.

33.2. To ensure that Employee concerns involving excessive workloads are effectively dealt with, the following procedures should be applied:
   (a) In the first instance, an Employee should discuss the issue with their immediate Supervisor and explore solutions.
   (b) If a solution or agreement still cannot be identified and implemented, the matter should be referred to the Manager for further discussion. Where an Employee’s supervisor is also the Manager, referral to the Manager’s immediate supervisor will occur.

33.3. The outcome of the discussions at each level and any proposed solutions should be recorded in writing and shared with the parties.

33.4. Where agreement cannot be reached in accordance with sub-clause 33.2, the parties may exercise their rights in accordance with Clause 32 – Dispute Settling Procedure.

33.5. In determining workloads, factors that should be considered may include (but are not limited to): occupancy, patient acuity, and the skill level of staff, the availability of support staff, patient movements, and practice within comparative departments.

34. AMENITIES

34.1. MQ Health will provide for Employee use:
   (a) a suitable changing room and adequate washing and toilet facilities;
34.2. Lockers can only be opened for inspection in the presence of the Employee.

34.3. In circumstances where the Employee neglects or refuses to be present, or it is impracticable to facilitate the Employee’s presence, an inspection can be carried out by a representative of MQ Health and a union representative (where available), otherwise by any two representatives of MQ Health.

34.4. MQ Health will provide supplies for morning and afternoon tea free of charge (which will include tea or coffee together with milk and sugar) when the Employee is on duty.

35. ATTENDANCE AT MEETINGS AND FIRE DRILLS

35.1. An Employee required to attend work, health and safety committee (or related board/management meetings) as an employee representative outside their ordinary hours of work will be entitled to receive payment at their Base Rate of Pay for the actual time spent in attendance at such meetings. In lieu of receiving payment, Employees may access time in lieu in accordance with Clause 18 – Banking of Hours (Time in Lieu). Time spent in attendance will not be viewed as overtime for the purposes of this Agreement.

35.2. An Employee in attendance at compulsory fire safety practices (e.g. fire drill and evacuation procedures) will be paid for the time spent in attendance at their Base Rate of Pay where such time is concurrent or continuous with their shift on that day. Where time spent in attendance is not continuous with their rostered shift, then the provisions of Clause 17 – Overtime will apply.

36. HEALTH MONITORING

36.1. Where, in the course of their employment, an Employee engages in duties and/or workplaces that expose them to hazardous substances and materials, and/or dangerous work practices the MQ Health may require the Employee to undergo regular medical examinations and, where necessary, receive immunisation against infectious diseases. These requirements will be in accordance with relevant policies in place from time to time. MQ Health will meet the cost of medical assessments, screening and immunisations required under this Agreement.

Independent Medical Examination (IME)

36.2. Where MQ Health believes that an Employee’s illness or injury is impacting their attendance or performance at work, MQ Health may require an Employee to undergo an independent medical examination. A statement setting out the inherent duties performed by the Employee will be provided to the medical practitioner to assist in the assessment.

36.3. MQ Health will nominate a medical practitioner to conduct the medical examination at its expense and provide written notice that a medical examination is required. MQ Health will provide a copy of the medical report to the Employee.

36.4. If the medical report referred to in sub-clause 36.3 finds that the Employee will be unable to perform the inherent requirements of their position within a 12-month period, then MQ Health may treat this report as satisfying the provisions of sub-clause 38.4 of this Agreement relating to termination due to ill-health.
36.5. The medical report may be used to inform the development of a return to work plan (or an amended plan depending on the circumstance).

PART 9 – UNION REPRESENTATION

37. UNIFICATION REPRESENTATION

37.1. MQ Health recognises that unions are the legitimate representatives of those Employees who are their members. MQ Health agrees to provide HSU with reasonable access to the workplace.

37.2. MQ Health will make a copy of this Agreement available to all Employees.

37.3. MQ Health will permit a notice board of reasonable dimensions to be erected in a prominent position, upon which HSU will be permitted to post Union notices.

Workplace representatives

37.4. Where an Employee is a recognised workplace representative of HSU, they will have access and reasonable usage of telephone, internet, email, facsimile, photocopying, noticeboards and meeting facilities for the purpose of carrying out work as a workplace representative, including consulting with workplace colleagues and HSU.

37.5. Two HSU recognised workplace representatives working at MQ Health may access up to three days paid representative leave each per calendar year. HSU recognised workplace representatives may use this leave to attend trade union courses/seminars and/or to participate in the decision making processes of HSU. The HSU recognised workplace representative must give management sufficient notice if they wish to use this leave in order to ensure workplace coverage. Representative leave will count as service for all purposes.

PART 10 – CESSATION OF EMPLOYMENT

38. TERMINATION OF EMPLOYMENT

Notice of termination by MQ Health

38.1. If an Employee is terminated for a reason other than serious misconduct, MQ Health will provide the following notice:

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Minimum Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year or less</td>
<td>1 week</td>
</tr>
<tr>
<td>More than 1 year but not more than 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>More than 3 years but not more than 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>More than 5 years</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

38.2. Employees aged 45 years or older will be entitled to an additional one week’s notice if the employee has completed at least two years continuous service with MUH.

38.3. Casual Employees will be given notice to the end of the current shift worked.

Termination due to ill health

38.4. If an Employee is absent from work as a result of injury or illness (not related to their employment) for a period of 3 consecutive months or for an aggregate period of 3 months in
any 12 consecutive months, MQ Health may terminate their employment by providing notice or payment in lieu of notice.

38.5. In circumstances where an Employee is absent from work as a result of a workplace injury or illness, termination must not occur within 6 months of the of illness or injury first occurring.

38.6. Where MQ Health requires further information to inform a decision regarding termination, it may take action in accordance with sub-clauses 36.2-36.5 dealing with independent medical examinations.

Termination for serious misconduct

38.7. Despite any other provision of this Agreement, MQ Health may terminate the employment of an Employee without notice if they engage in serious misconduct or are grossly negligent in the performance of their duties.

39. RESIGNATION

39.1. An Employee may resign their employment by providing four weeks’ written notice. MQ Health may agree to reduce the period of notice required to not less than two weeks.
FFPOA means first full pay period on or after

<table>
<thead>
<tr>
<th>Job family</th>
<th>Position classification</th>
<th>Pay point</th>
<th>Salary rate (0.75%) FFPOA 1 Jan 2021</th>
<th>Salary rate (0.75%) FFPOA 1 Jul 2021</th>
<th>Salary rate (1.75%) FFPOA 1 Jul 2022</th>
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<tbody>
<tr>
<td>Administrative</td>
<td>Administration Officer - Level 1</td>
<td>1</td>
<td>$49,625.00</td>
<td>$49,997.00</td>
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<td>$58,337.00</td>
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<tr>
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<td>$67,340.00</td>
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<tr>
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33
<table>
<thead>
<tr>
<th>Service</th>
<th>Position</th>
<th>Level</th>
<th>Pay Grade 1</th>
<th>Pay Grade 2</th>
<th>Pay Grade 3</th>
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<tbody>
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</table>
**SCHEDULE 2 – ALLOWANCES**

**FFPOA means** first full pay period on or after

Table 1 – On Call allowances

<table>
<thead>
<tr>
<th>Item No</th>
<th>Description</th>
<th>FFPOA 1 Jan 2021 (10%)</th>
<th>FFPOA 1 Jan 2021 (10%)</th>
<th>FFPOA 1 Jul 2021 (10%)</th>
<th>FFPOA 1 Jul 2022 (10%)</th>
<th>FFPOA 1 July 2022 (10%)</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td>Hourly</td>
<td>24 hour</td>
<td>Hourly</td>
<td>24 hour</td>
</tr>
<tr>
<td>1</td>
<td>On call</td>
<td>$29.06</td>
<td>$1.21</td>
<td>$31.97</td>
<td>$1.33</td>
<td>$35.17</td>
</tr>
<tr>
<td>2</td>
<td>On call on a rostered day off</td>
<td>$56.53</td>
<td>$2.36</td>
<td>$62.18</td>
<td>$2.59</td>
<td>$68.40</td>
</tr>
</tbody>
</table>

Table 2 – Other allowances

<table>
<thead>
<tr>
<th>Item No</th>
<th>Description</th>
<th>FFPOA 1 Jan 2021 (0.75%)</th>
<th>FFPOA 1 Jul 2021 (0.75%)</th>
<th>FFPOA 1 Jul 2022 (1.75%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Qualification allowance (per fortnight)</td>
<td>$30.15</td>
<td>$30.38</td>
<td>$30.91</td>
</tr>
<tr>
<td>4</td>
<td>Lead Apron allowance (per hour)</td>
<td>$2.19</td>
<td>$2.20</td>
<td>$2.24</td>
</tr>
<tr>
<td>5</td>
<td>Nauseous Linen (per hour)</td>
<td>$0.29</td>
<td>$0.29</td>
<td>$0.30</td>
</tr>
<tr>
<td>6</td>
<td>Shoe (per fortnight)</td>
<td>$3.53</td>
<td>$3.55</td>
<td>$3.61</td>
</tr>
<tr>
<td>7</td>
<td>Laundry (per fortnight)</td>
<td>$3.51</td>
<td>$3.53</td>
<td>$3.59</td>
</tr>
<tr>
<td>8</td>
<td>Leading Hand (per hour)*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• in charge of 2 to 5 employees</td>
<td>$0.71</td>
<td>$0.71</td>
<td>$0.72</td>
</tr>
<tr>
<td></td>
<td>• in charge of 6 to 10 employees</td>
<td>$0.99</td>
<td>$0.99</td>
<td>$1.01</td>
</tr>
<tr>
<td></td>
<td>• in charge of 11 to 15 employees</td>
<td>$1.25</td>
<td>$1.26</td>
<td>$1.28</td>
</tr>
<tr>
<td></td>
<td>• in charge of 16 to 19 employees</td>
<td>$1.52</td>
<td>$1.53</td>
<td>$1.56</td>
</tr>
<tr>
<td>9</td>
<td>Meal on overtime (per occasion)</td>
<td>$28.24</td>
<td>$28.45</td>
<td>$28.95</td>
</tr>
</tbody>
</table>

* The leading hand rates were previously indicated on a weekly basis. The applicable rates have been converted to an hourly rate.
SCHEDULE 3 – CLASSIFICATION DEFINITIONS

Each position will be classified using the job families and classification definitions outlined in this schedule.

JOB FAMILIES

The following are the three job families which apply to staff appointed under this Agreement:

1. Administrative

Positions in this job family provide a range of administrative services, advice, and support to internal and external stakeholders to ensure the smooth running of MQ Health. Positions in this category include but are not limited to positions in reception, bookings, admissions, discharge, health fund, education, and ward-based administration.

2. General Services

Positions in this job family provide front and back of house services to ensure the smooth running of MQ Health. Positions in this category include but are not limited to positions in food services, cleaning (kitchen and housekeeping), laundry, portering (patients and/or equipment), and in the supply, delivery, and storage of goods and materials.

3. Theatre and Clinical Support

Positions in this job family provide a range of services, advice, and support in theatre and clinical areas to ensure the smooth running of MQ Health. Positions in this category include but are not limited to positions involved in the provision of services to patients or equipment such as operating theatre assistants, sterilising technicians, anaesthetic technicians, cardiac technicians and polysomnograph (sleep) technicians.

PRINCIPLES OF POSITION CLASSIFICATION

- A position will be classified in a job family and level that most accurately reflects the primary function of the position, as determined by MQ Health.
- The classification of a position will be determined by assessing five key aspects of a position:
  1. The qualification and experience required;
  2. The level of supervision required;
  3. The skills and knowledge required;
  4. The level of autonomy and accountability required; and
  5. The typical duties (which are not exhaustive and are an indicative guide only).
- The classification will be based on the requirements of the position and organisational need, not the Employee’s capability.

For the purpose of this Schedule, the following definitions will apply:

AQF means the Australian Qualifications Framework which is the policy for regulated qualifications in the Australian education and training system. All references to qualification levels are in accordance with the AQF (as amended or replaced from time to time).

Supervision means the following:

Direct Supervision
Detailed instructions on the work to be performed are provided. Tasks are part of an overall work routine. Work is subject to regular progress checks.

**Routine supervision**

Direction is provided on the tasks to be undertaken with some scope to rearrange the order and choose between established methods. Guidance on the approach to standard circumstances is provided in procedures; guidance on the approach to non-standard circumstances is provided by a Supervisor. Checking is selective rather than regular.

**General supervision**

Possesses the knowledge and experience required to perform standard duties without instructions. Receives instructions on unusual or difficult features of the work and on the method of approach when new procedures are involved. Progress checks are usually confined to unusual or difficult aspects of the tasks, otherwise work is reviewed on completion.

**Limited supervision**

Direction is provided in terms of objectives. Limited detailed guidance will be available, and the development or modification of procedures may be required. Performance will be reviewed against objectives.

**ADMINISTRATIVE**

<table>
<thead>
<tr>
<th>Administration Officer Level 1</th>
<th>Qualification and experience: Positions at this level will not require any formal qualification. Employees will generally have less than 3 months’ relevant work experience and perform basic duties.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Autonomy/accountability: Works within established routines, methods, and procedures. Has minimal responsibility, accountability, or discretion.</td>
</tr>
<tr>
<td></td>
<td>Supervision: Work under direct supervision, either individually or in a team.</td>
</tr>
<tr>
<td></td>
<td>Skills/knowledge: Basic computer skills including but not limited to data entry, word processing and emailing.</td>
</tr>
<tr>
<td></td>
<td>Typical duties:</td>
</tr>
<tr>
<td></td>
<td>• Directing enquiries to appropriate staff and departments.</td>
</tr>
<tr>
<td></td>
<td>• Relaying information and greeting clients/patients.</td>
</tr>
<tr>
<td></td>
<td>• Basic operation of office equipment.</td>
</tr>
</tbody>
</table>

| Administration Officer Level 2 | Qualification and experience: Positions at this level will generally require either: |
|--------------------------------|• completion of Year 12 or completion of Certificate I, II or III with limited relevant work experience; or |
|                                |• an equivalent combination of relevant training and work experience. |
|                                | Autonomy/accountability: Prioritises work within established routines, methods, and procedures. Responsible for work performed with a limited level of accountability or discretion. |
|                                | Supervision: Works under direct supervision, either individually or in a team. |
|                                | Skills/knowledge: |
|                                | • Computer and administrative skills including but not limited to word processing, emailing, spreadsheets and operation of office equipment. |
- Communication skills.
  For medical/clinical administration:
  - Basic knowledge of patient privacy and confidentiality.

**Typical duties:**
- Respond to or redirect enquiries and take appropriate action.
- Greet clients/patients and attend to their needs.
- Routine operation of office equipment.
- Organise and arrange own work schedule.

**Administration Officer Level 3**

**Qualification and experience:** Positions at this level will generally require either:
- completion of Year 12 or completion of Certificate III or IV: and relevant work experience; or
- an equivalent combination of relevant training and work experience.

**Autonomy/accountability:** Prioritises work within established routines, methods, and procedures which requires knowledge of the work area. Responsible for work performed with a medium level of accountability or discretion.

**Supervision:** Works under routine to general supervision, either individually or in a team.

**Skills/knowledge:**
- Computer and administrative skills including but not limited to word processing, emailing, spreadsheets, computer systems and databases, and operation of office equipment.
- Satisfactory arithmetic skills.
- Good communications and customer service skills.

For medical/clinical administration:
- Understanding of principles of client/patient privacy and confidentiality.

**Typical duties:**
- Schedule and coordinate appointments/examinations.
- Ensure patients are billed and receive receipts, respond to any billing enquiries.
- Process and reconcile Medicare/health fund transactions.
- Accurate data entry across relevant patient/medical record system/s.
- Monitor and order general and medical supplies.
- Communicate with other staff to coordinate duties.

**Administration Officer Level 4**

**Qualification and experience:** Positions at this level will generally require either:
- completion of Certificate III or IV; and relevant work experience; or
- an equivalent combination of relevant training and considerable relevant work experience.

**Autonomy/accountability:** Prioritises work within established routines, methods, and procedures which requires knowledge of various work areas. Responsible for work performed with a medium level of accountability or discretion. Demonstrates some initiative; applies skills to a varied range of different tasks.

**Supervision:** Works under general supervision, either individually or in a team.

**Skills/knowledge:**
- Good computer and administrative skills including but not limited to word processing, emailing, spreadsheets and intermediate use of computer systems and databases.
- Good communication, interpersonal and/or arithmetic skills including the ability to engage with a range of stakeholders.

For medical/clinical administration:
- Strong knowledge of client/patient privacy and confidentiality.
- Good knowledge of Medicare and/or health insurance schemes.

**Typical duties:**
- Complete pre-admission, bookings, admission, and/or discharge processes, ensuring timely and accurate data management within relevant patient/medical record system/s.
- Collect and reconcile payments and debts.
- Provide assistance to more junior administrative staff.
- Perform health fund eligibility checks, assess level of cover, provide patient information on indicative out of pocket costs.
- Provide informed financial consent and collect payments.
- Assist with workflow including bed/room allocation and room set-up.
- Complete end to end administrative duties within a work area and participate in audit and quality improvement activities.
- Interpret and explain processes and policies.

<table>
<thead>
<tr>
<th>Administration Officer Level 5</th>
</tr>
</thead>
</table>
| **Qualification and experience:** Positions at this level will generally require:  
  - completion of Certificate IV; and considerable relevant work experience; or  
  - an equivalent combination of relevant training and considerable relevant work experience. |
| **Autonomy/accountability:** Works semi autonomously within established policies, guidelines and procedures which requires knowledge of various work areas. Responsible for work performed with a substantial level of accountability. Demonstrates initiative and problem solving abilities. |
| **Supervision:** Works under general supervision, either individually or in a team. May be required to undertake some supervisory duties. |
| **Skills/knowledge:**  
  - Strong computer and administrative skills including but not limited to word processing, emailing, spreadsheets and advanced use of computer systems and databases.  
  - Well-developed communication, interpersonal and/or arithmetic skills including the ability to engage with a broad range of stakeholders. |
| **For medical/clinical administration:**  
  - Strong knowledge of client/patient privacy and confidentiality.  
  - Comprehensive knowledge of Medicare and/or health insurance schemes. |
| **Typical duties:**  
  - Provide secretariat support involving developing and preparing documentation (such as agendas, minutes, terms of reference).  
  - Develop and maintain effective electronic and paper based filing systems to support committee and governance structures and processes.  
  - Assist senior managers to coordinate administrative and other relevant work associated with managing their respective functions.  
  - Maintain productive relationships with internal and external stakeholders.  
  - Deliver relevant training for new and existing staff.  
  - Contribute to the development of, interpret and explain internal policies. |
### Administration Officer Level 6

**Qualification and experience:** Positions at this level will generally require:
- completion of Diploma; and considerable relevant work experience; or
- an equivalent combination of relevant training and considerable relevant work experience.

**Autonomy/accountability:** Works with a high level of autonomy within established policies, guidelines and procedures which requires knowledge of various work areas. Responsible for work performed with a substantial level of accountability and responsibility. Regularly demonstrates initiative and problem solving abilities.

**Supervision:** Works under general to limited supervision, either individually or in a team. Often required to undertake supervisory duties.

**Skills/knowledge:**
- Strong computer and administrative skills including but not limited to word processing, emailing, spreadsheets and advanced use of computer systems and databases.
- Well-developed communication, interpersonal and/or arithmetic skills including the ability to engage with a broad range of stakeholders.
- Specialist experience or subject matter expertise in one or more functional areas.

For medical/clinical administration:
- Strong knowledge of client/patient privacy and confidentiality
- Comprehensive knowledge of Medicare and health insurance schemes and contracts.

**Typical duties:**
- Coordinate pre-admission, bookings processes performed by team.
- Supervise a small team of administrative staff including preparing and managing staff rostering, workload and leave.
- Develop and deliver relevant training and documentation for new and existing staff.
- Conduct audits and ensure department KPIs are met.
- Ensure outstanding accounts are actioned and settled.

### Administration Officer Level 7

**Qualification and experience:** Positions at this level will generally require:
- completion of Advanced Diploma or Associate Degree; and substantial relevant work experience; or
- an equivalent combination of relevant training and considerable relevant work experience.

**Autonomy/accountability:** Works autonomously, prioritising their work and the work of others within established policies, guidelines and procedures which requires knowledge of various work areas. Responsible for work performed with a substantial level of accountability and responsibility. Regularly demonstrates initiative and problem solving abilities.

**Supervision:** Works under limited supervision, either individually or in a team. Usually required to undertake supervisory duties.

**Skills/knowledge:**
- Advanced computer and administrative skills including but not limited to word processing, emailing, spreadsheets and advanced use of computer systems and databases.
- Advanced communication, interpersonal and/or arithmetic skills including the ability to build and manage relationships with a broad range of stakeholders.
- Specialist experience or subject matter expertise in one or more functional areas.

For medical/clinical administration:
- Strong knowledge of client/patient privacy and confidentiality
- Comprehensive knowledge of Medicare, health insurance contracts, Workcover, third party and overseas insurance.

**Typical duties:**
- Provide specialist advice or direction within the area of subject matter expertise e.g. patient/medical record system/s, health insurance contracts.
- Coordinate pre-admission, bookings, admission, and/or discharge processes performed by a medium to large size team.
- Manage a team of administrative staff including preparing and managing staff rostering, workload and leave.
- Conduct performance reviews and coaching activities with team members.
- Develop and deliver relevant training and documentation for new and existing staff.
- Conduct audits and ensure department KPIs are met.
- Resolve escalated patient or customer complaints/issues.
- Ensure outstanding accounts are actioned and settled.
- Identify opportunities for improvement in policy and processes and develop recommendations through research and analysis.

## SUPPORT SERVICES

<table>
<thead>
<tr>
<th>General Services Officer Level 1</th>
<th>Qualification and experience: Positions at this level will not require any formal qualification. Employees will generally have less than 3 months’ work experience in the industry and perform basic duties.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Autonomy/accountability:</strong> Works within established routines, methods, and procedures. Has minimal responsibility, accountability, or discretion.</td>
</tr>
<tr>
<td></td>
<td><strong>Supervision:</strong> Work under direct supervision, either individually or in a team.</td>
</tr>
</tbody>
</table>
|                                  | **Skills/knowledge:**
|                                  | 1. Basic computer skills including but not limited to data entry and emailing.                                                                                                                           |
|                                  | 2. Basis skills relating to use of kitchen and cleaning equipment.                                                                                                                                      |
|                                  | 3. Communication skills.                                                                                                                                                                                 |
|                                  | **Typical duties:**
|                                  | 1. Deliver or serve food to patients/clients.                                                                                                                                                            |
|                                  | 2. Collect and transport crockery, cutlery, and trays (including use of burlodges).                                                                                                                                 |

<p>| General Services Officer Level 2 | Qualification and experience: Positions at this level will generally require either: completion of Certificate I or II with some relevant work experience; or an equivalent combination of relevant training and work experience. |</p>
<table>
<thead>
<tr>
<th>General Services Officer Level 3</th>
<th>Qualification and experience: Positions at this level will generally require either:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• completion of Certificate II or III with relevant work experience; or</td>
</tr>
<tr>
<td></td>
<td>• an equivalent combination of relevant training and work experience.</td>
</tr>
<tr>
<td>Autonomy/accountability:</td>
<td>Prioritises work within established routines, methods, and procedures which</td>
</tr>
<tr>
<td></td>
<td>requires knowledge of the work area. Responsible for work performed with a</td>
</tr>
<tr>
<td></td>
<td>medium level of accountability or discretion.</td>
</tr>
<tr>
<td>Supervision:</td>
<td>Works under routine to general supervision, either individually or in a team.</td>
</tr>
<tr>
<td>Skills/knowledge:</td>
<td>• Basic knowledge of client/patient privacy and confidentiality.</td>
</tr>
<tr>
<td></td>
<td>• Intermediate skills relating to use of kitchen and cleaning equipment.</td>
</tr>
<tr>
<td></td>
<td>• Computer skills including but not limited to data entry, emailing and use of</td>
</tr>
<tr>
<td></td>
<td>computer systems.</td>
</tr>
<tr>
<td></td>
<td>• Satisfactory communication and/or arithmetic skills.</td>
</tr>
<tr>
<td>Typical duties:</td>
<td>• Money handling including counting/settling up.</td>
</tr>
<tr>
<td></td>
<td>• Provide instruction to lower classified staff on the flow of work.</td>
</tr>
<tr>
<td></td>
<td>• Answer kitchen phones and addressing ad hoc requests for meals.</td>
</tr>
<tr>
<td></td>
<td>• Troubleshoot issues relating to food service and escalating if required.</td>
</tr>
<tr>
<td></td>
<td>• Assist senior kitchen staff in the preparation of meals.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>General Services Officer Level 4</th>
<th>Qualification and experience: Positions at this level will generally require either:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• completion of Certificate III with considerable relevant work experience; or</td>
</tr>
<tr>
<td></td>
<td>• an equivalent combination of relevant training and work experience.</td>
</tr>
<tr>
<td>Autonomy/accountability:</td>
<td>Prioritises work within established routines, methods, and procedures which</td>
</tr>
<tr>
<td></td>
<td>requires knowledge of multiple work areas. Responsible</td>
</tr>
<tr>
<td>Supervision:</td>
<td>works under routine to general supervision, either individually or in a team.</td>
</tr>
<tr>
<td>Skills/knowledge:</td>
<td>• Basic knowledge of patient privacy and confidentiality.</td>
</tr>
<tr>
<td></td>
<td>• Skills relating to use of kitchen and cleaning equipment.</td>
</tr>
<tr>
<td></td>
<td>• Basis computer skills including but not limited to data entry, emailing and</td>
</tr>
<tr>
<td></td>
<td>basic use of computer systems.</td>
</tr>
<tr>
<td></td>
<td>• Communication skills.</td>
</tr>
<tr>
<td>Typical duties:</td>
<td>• Take orders at café.</td>
</tr>
<tr>
<td></td>
<td>• Deliver or serve food to patients/clients.</td>
</tr>
<tr>
<td></td>
<td>• Collect and transport crockery, cutlery, and trays (including use of burlodges)</td>
</tr>
<tr>
<td></td>
<td>• Prepare and/or plate meals or light refreshments.</td>
</tr>
<tr>
<td></td>
<td>• Perform inside cleaning including kitchen and related utensils and appliances;</td>
</tr>
<tr>
<td></td>
<td>and operate dishwashers.</td>
</tr>
<tr>
<td></td>
<td>• Perform outside cleaning including garbage bins, sweeping paths.</td>
</tr>
</tbody>
</table>
for work performed with a medium level of accountability or discretion. Demonstrates some initiative; applies skills to a varied range of different tasks.

**Supervision:** Works under general supervision, either individually or in a team.

**Skills/knowledge:**
- Basic knowledge of client/patient privacy and confidentiality.
- High level skills relating to use of kitchen equipment.
- Computer skills including but not limited to data entry, emailing and use of computer systems.
- Good communication, interpersonal and/or arithmetic skills.

For cleaning positions:
- Knowledge of cleaning techniques and the use of a variety of cleaning equipment and chemicals.

For kitchen positions:
- Sound knowledge of hygiene and food safety management (in accordance with HACCP guidelines)

**Typical duties:**
- Perform branches of cooking under guidance.
- Train new staff in standard kitchen and catering processes.
- Ensure staff compliance with mandatory education.
- Conduct relevant audits (e.g. HACCP).
- Preparation of food and beverages for patients, visitors and staff in a timely and appealing manner and in line with dietary requirements.
- Assist in implementing nutritional care plans and monitor progress of patients.
- Perform all facets of cleaning including (but not limited to) floors, bathrooms, offices, fixtures and fittings.

### General Services Officer Level 5

**Qualification and experience:** Positions at this level will generally require:
- completion of Certificate III or IV; and considerable relevant work experience; or
- an equivalent combination of relevant training and considerable relevant work experience.

**Autonomy/accountability:** Works semi autonomously within established policies, guidelines and procedures which requires knowledge of various work areas. Responsible for work performed with a medium level of accountability. Demonstrates initiative and problem solving abilities.

**Supervision:** Works under general supervision, either individually or in a team. May be required to undertake some supervisory duties.

**Skills/knowledge:**
- Knowledge of client/patient privacy and confidentiality.
- Computer skills including but not limited to word processing, emailing, spreadsheets and intermediate use of computer systems and databases.
- Well-developed communication, interpersonal and/or arithmetic skills.
- Sound subject matter knowledge relevant to the functional area.

**Typical duties:**
- Provide necessary instruction in all branches of cooking.
- Procure supplies necessary for the preparation and serving of meals.
- Responsible for monitoring and ordering stock.
- Transport patients, baggage and equipment throughout the hospital.
- Assist with setting up equipment and ensure sufficient supplies are available in Wards including luggage trollies, wheelchairs, medical gas and cleaning beds.
- Assist with lifting, moving, and positioning patients as directed by nursing or medical staff.
- Maintain stock levels in warehouse/main storeroom and take responsibility for stock security.
- Perform goods receipting, store and issue stock/materials, and deliver to requisition points using electronic procurement systems.

<table>
<thead>
<tr>
<th>General Services Officer</th>
<th>Qualification and experience: Positions at this level will generally require:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>completion of Certificate IV; and considerable relevant work experience; or</td>
</tr>
<tr>
<td></td>
<td>an equivalent combination of relevant training and considerable relevant work experience.</td>
</tr>
</tbody>
</table>

**Autonomy/accountability:** Works with a high level of autonomy within established policies, guidelines and procedures which requires knowledge of various work areas. Responsible for work performed with a substantial level of accountability and responsibility. Regularly demonstrates initiative and problem solving abilities.

**Supervision:** Works under general to limited supervision, either individually or in a team. Often required to undertake supervisory duties.

**Skills/knowledge:**
- Knowledge of client/patient privacy and confidentiality.
- Computer skills including but not limited to word processing, emailing, spreadsheets and use of computer systems and databases.
- Well-developed communication, interpersonal and/or arithmetic skills including the ability to engage with a range of stakeholders.
- Specialist experience or subject matter expertise in a functional area.

**Typical duties:**
- Supervise a small team of support services staff including preparing and managing staff rostering and issuing daily job checklists.
- Deliver relevant training to new and existing staff including policy, procedure and legislative (particularly WHS) compliance.
- Conduct audits and ensure department KPIs are met.
- Identifying material requirements as an input into generating materials requests and or/purchase orders.
- Liaise with management, suppliers and customers with respect to stores operations and material requirements.

<table>
<thead>
<tr>
<th>General Services Officer</th>
<th>Qualification and experience: Positions at this level will generally require:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>completion of Certificate IV or Diploma; and substantial relevant work experience; or</td>
</tr>
<tr>
<td></td>
<td>an equivalent combination of relevant training and considerable relevant work experience.</td>
</tr>
</tbody>
</table>
**Autonomy/accountability:** Works autonomously, prioritising their work and the work of others within established policies, guidelines and procedures which requires knowledge of various work areas. Responsible for work performed with a substantial level of accountability and responsibility. Regularly demonstrates initiative and problem solving abilities.

**Supervision:** Works under limited supervision, either individually or in a team. Usually required to undertake supervisory duties.

**Skills/knowledge:**
- Knowledge of client/patient privacy and confidentiality.
- Computer skills including but not limited to word processing, emailing, spreadsheets and use of computer systems and databases.
- Advanced communication, interpersonal and/or arithmetic skills including the ability to engage with a broad range of stakeholders.
- Specialist experience or subject matter expertise in one or more functional areas.

**Typical duties:**
- Provide specialist advice or direction within the area of subject matter expertise.
- Perform duties as morning shift supervisor in kitchen including roster changes and ensure smooth delivery of internal functions.
- Manage a medium to large team of support services staff including preparing and managing staff rostering, workload and leave.
- Conduct performance and coaching activities with team members.
- Conduct audits and ensure department KPIs are met.
- Resolve escalated patient or customer complaints/issues.
- Identify opportunities for improvement in either technical or clinical support processes and develop recommendations through research and analysis.

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**THEATRE AND CLINICAL SUPPORT**

**Technician Level 1**

**Qualifications and experience:** Positions at this level will generally require either:
- completion of Year 12 or completion of Certificate II or III with relevant work experience; or
- an equivalent combination of relevant training and work experience.

**Autonomy/accountability:** Prioritises work within established routines, methods, and procedures which requires knowledge of multiple work areas. Responsible for work performed with a medium level of accountability or discretion. Demonstrates some initiative; applies skills to a varied range of different tasks.

**Supervision:** Works under routine to general supervision, either individually or in a team.

**Skills/knowledge:**
- Knowledge of client/patient privacy and confidentiality.
- Knowledge of WHS and other relevant legislation.
- Knowledge of infection control principles and use of PPE.
- Computer skills including but not limited to date entry, emailing and use of computer systems.
- Good communication, interpersonal and/or arithmetic skills.

**Typical duties:**
- Assist with lifting, moving, and positioning patients on or between beds, trolleys and operating tables as directed by nursing or medical staff.
- Prepare and clean general operating theatre equipment (e.g. operating table, lights, furniture, lead aprons) including end of list cleaning.
- Removal of linen and waste, restocking relevant theatre supplies.

**Technician Level 2**

**Qualifications:** Positions at this level will generally require:
- completion of Certificate III or IV; and relevant work experience; or
- an equivalent combination of relevant training and work experience.

**Autonomy/accountability:** Works semi autonomously within established policies, guidelines and procedures which requires knowledge of various work areas. Responsible for work performed with a medium level of accountability. Demonstrates initiative and problem solving abilities.

**Supervision:** Works under routine to general supervision, either individually or in a team.

**Skills/knowledge:**
- Knowledge of client/patient privacy and confidentiality.
- Knowledge of WHS and other relevant legislation.
- Knowledge of infection control principles and use of PPE.
- Computer skills including but not limited to word processing, emailing, spreadsheets and general use of computer systems and databases.
- Good communication, interpersonal and/or arithmetic skills.
- Technical skills in the use of relevant techniques, instruments and equipment.

**Typical duties:**
- Perform reprocessing of all surgical instruments including but not limited to sterilisation, decontamination, packing and storage across all areas of the unit.
- Ensure related documentation (hard copy and/or online) is accurate and completed in a professional and timely manner.
- Undertake technical or clinical support processes to deliver advice, care and services.
- Setup and monitor patients to investigate sleep problems using relevant equipment.
- Assist in training new staff in standard technical/clinical support processes.
- Participate in audit preparation and auditing processes.

**Technician Level 3**

**Qualifications:** Positions at this level will generally require:
- completion of Certificate IV or Diploma; and relevant work experience; or
- an equivalent combination of relevant training and work experience.

**Autonomy/accountability:** Works autonomously within established policies, guidelines and procedures which requires knowledge of various work areas. Responsible for work performed with a substantial level of accountability. Regularly demonstrates initiative and problem solving abilities.

**Supervision:** Works under general to limited supervision, either individually or in a team. May be required to undertake supervisory duties.
<table>
<thead>
<tr>
<th>Skills/knowledge:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Sound knowledge of client/patient privacy and confidentiality.</td>
</tr>
<tr>
<td>• Sound knowledge of WHS and other relevant legislation.</td>
</tr>
<tr>
<td>• Knowledge of infection control principles and use of PPE.</td>
</tr>
<tr>
<td>• Computer skills including but not limited to word processing, emailing,</td>
</tr>
<tr>
<td>spreadsheets and intermediate use of computer systems and databases.</td>
</tr>
<tr>
<td>• Well-developed communication, interpersonal and/or arithmetic skills</td>
</tr>
<tr>
<td>including the ability to engage with a broad range of stakeholders.</td>
</tr>
<tr>
<td>• Strong technical skills in a range of relevant techniques, instruments and</td>
</tr>
<tr>
<td>equipment.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Typical duties:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Perform more advanced technical or clinical support processes to deliver</td>
</tr>
<tr>
<td>advice, care and services (including loan set coordination).</td>
</tr>
<tr>
<td>• Supervise a small team of support services staff including preparing and</td>
</tr>
<tr>
<td>managing staff rostering, workload and leave.</td>
</tr>
<tr>
<td>• Deliver relevant training to new and existing staff including policy,</td>
</tr>
<tr>
<td>procedure and legislative (particularly WHS) compliance.</td>
</tr>
<tr>
<td>• Coordinate departmental audit and quality assurance processes.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Technician Level 4</th>
<th>Qualifications: Positions at this level will generally require:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• completion of Diploma, Advanced Diploma or Degree; and relevant work</td>
</tr>
<tr>
<td></td>
<td>experience; or</td>
</tr>
<tr>
<td></td>
<td>• an equivalent combination of relevant training and work experience.</td>
</tr>
</tbody>
</table>

| Autonomy/accountability: | Works with a high level of autonomy within established policies, guidelines and procedures which requires knowledge of various work areas. Responsible for work performed with a substantial level of accountability and responsibility. Regularly demonstrates initiative and problem solving abilities. |

| Supervision: | Works under limited supervision, either individually or in a team. Often required to undertake supervisory duties. |

<table>
<thead>
<tr>
<th>Skills/knowledge:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Sound knowledge of client/patient privacy and confidentiality.</td>
</tr>
<tr>
<td>• Sound knowledge of WHS and other relevant legislation.</td>
</tr>
<tr>
<td>• Knowledge of infection control principles and use of PPE.</td>
</tr>
<tr>
<td>• Computer skills including but not limited to word processing, emailing,</td>
</tr>
<tr>
<td>spreadsheets and intermediate use of computer systems and databases.</td>
</tr>
<tr>
<td>• Advanced communication, interpersonal and/or arithmetic skills including</td>
</tr>
<tr>
<td>the ability to engage with a broad range of stakeholders.</td>
</tr>
<tr>
<td>• Well-developed technical skills in a range of relevant instruments and</td>
</tr>
<tr>
<td>equipment.</td>
</tr>
<tr>
<td>• Specialist experience or subject matter expertise in one or more functional</td>
</tr>
<tr>
<td>areas.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Typical duties:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Provide specialist advice, direction and/or education within the area of</td>
</tr>
<tr>
<td>subject matter expertise.</td>
</tr>
<tr>
<td>• Manage a medium to large team of support services staff including preparing</td>
</tr>
<tr>
<td>and managing staff rostering, workload and leave.</td>
</tr>
<tr>
<td>• Conduct performance review and coaching activities with team members.</td>
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<tr>
<td></td>
</tr>
<tr>
<td>---</td>
</tr>
</tbody>
</table>
|   | • Resolve escalated patient or customer complaints/issues.  
|   | • Identify opportunities for improvement in either technical or clinical support processes and develop recommendations through research and analysis.  |
## SCHEDULE 4 – CLASSIFICATION MAPPING FOR EXISTING POSITIONS

<table>
<thead>
<tr>
<th>Job family</th>
<th>Position classification</th>
<th>Mapped classifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative</td>
<td>Administration Officer - Level 1</td>
<td>• Clerk – Grade 1</td>
</tr>
<tr>
<td>Administrative</td>
<td>Administration Officer - Level 2</td>
<td>• Clerk – Grade 2</td>
</tr>
<tr>
<td>Administrative</td>
<td>Administration Officer - Level 3</td>
<td>• Clerk – Grade 3</td>
</tr>
<tr>
<td>Administrative</td>
<td>Administration Officer - Level 4</td>
<td>• Clerk – Grade 4</td>
</tr>
<tr>
<td>Administrative</td>
<td>Administration Officer - Level 5</td>
<td>• Clerk – Grade 5</td>
</tr>
<tr>
<td>Administrative</td>
<td>Administration Officer - Level 6</td>
<td>N/A</td>
</tr>
<tr>
<td>Administrative</td>
<td>Administration Officer - Level 7</td>
<td>N/A</td>
</tr>
<tr>
<td>General Services</td>
<td>General Services Officer - Level 1</td>
<td>• General Services Officer – Grade 1</td>
</tr>
<tr>
<td>General Services</td>
<td>General Services Officer - Level 2</td>
<td>• General Services Officer – Grade 2</td>
</tr>
<tr>
<td>General Services</td>
<td>General Services Officer - Level 3</td>
<td>• General Services Officer – Grade 3</td>
</tr>
<tr>
<td>General Services</td>
<td>General Services Officer - Level 4</td>
<td>• General Services Officer – Grade 4</td>
</tr>
<tr>
<td>General Services</td>
<td>General Services Officer - Level 5</td>
<td>• Chef</td>
</tr>
<tr>
<td>General Services</td>
<td>General Services Officer - Level 6</td>
<td>• Catering Officer</td>
</tr>
<tr>
<td>General Services</td>
<td>General Services Officer - Level 7</td>
<td>• Maintenance Supervisor (Tradesman)*</td>
</tr>
<tr>
<td>Theatre and clinical support</td>
<td>Technician - Level 1</td>
<td>• Surgical Dresser***</td>
</tr>
<tr>
<td>Theatre and clinical support</td>
<td>Technician - Level 2</td>
<td>• Sterilisation Technician – Grade 1 and 2</td>
</tr>
<tr>
<td>Theatre and clinical support</td>
<td>Technician - Level 3</td>
<td>• Sterilisation Technician – Grade 3</td>
</tr>
<tr>
<td>Theatre and clinical support</td>
<td>Technician - Level 4</td>
<td>• Anaesthetic Technician – Level 3</td>
</tr>
</tbody>
</table>

* Classifications marked with an asterisk have been mapped but are not currently used by MQ Health.

** The classification of Wardsperson is known by the position title “Porter”.

***The classification of Surgical Dresser is known by the position title “Operating Theatre Assistant”.


SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of MQ Health by its authorised representative:

Signed

Patrick McNeil

Deputy Vice- Chancellor, Medicine and Health
Managing Director | MQ Health
Executive Dean | Faculty of Medicine and Health Sciences
Macquarie University, Balaclava Road
NORTH RYDE NSW 2109

Witness

(Signature)

Name

Mary-Elizabeth Denmark

(Print)

Address

Macquarie University

(Print)

Signed for and on behalf of MQ Health employees as an authorised employee representative:

Signed

Anna Ernest

Catering Tray Supervisor
(General Services Officer Level 4)
Macquarie University Hospital
MQ Health
3 Technology Place
NORTH RYDE NSW 2109

Witness

(Signature)

Name

AISLING HAWKES

(Print)

Address

Macquarie University
Balaclava Rd NORTH RYDE
NSW2109.
IN THE FAIR WORK COMMISSION

Matter number: AG2021/4676

Applicant: MQ Health Pty Limited

Application: Section 185 - Application for approval of a single enterprise agreement

Undertakings under section 190 of the Fair Work Act 2009 (Cth) in relation to the MQ Health Staff (Support Services) Enterprise Agreement (“the Agreement”)

I, Nick Crowley, have the authority given to me by MQ Health Pty Limited to provide the following undertakings in relation to the application before the Fair Work Commission:

1. Clause 17 – Overtime

   Clause 17.4 is deleted and replaced with the following:

   17.4 Where a part-time Employee works in excess of their rostered ordinary hours of work, they will be paid as follows:

   (a) where the part-time Employee is required by MQ Health to work in excess of their rostered ordinary hours of work, the part-time Employee will be paid in accordance with sub-clause 17.3; or

   (b) where the part-time Employee is offered, and agrees in writing, to work in excess of their rostered ordinary hours of work, they will be paid at their Base Rate of Pay until the ordinary hours of a full-time Employee (76 hours per fortnight) or the maximum ordinary hours per shift (10 hours) have been reached. Work in excess of (76 hours per fortnight) or the maximum ordinary hours per shift (10 hours) will be paid in accordance with sub-clause 17.3.

2. Clause 36 – Health Monitoring

   In relation to Clause 36, the following clause is inserted as Clause 36.6 which reads:

   When applying Clause 36, MQ Health will comply with any relevant privacy legislation.

3. Clause 38 – Termination of Employment

   In relation to Clause 38.4, the following sentence is added as the end of the clause which reads:

   MQ Health will not commence proceedings under this sub-clause until an Employee has exhausted all paid personal leave entitlements and is no longer on a period of paid personal leave.
These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signed

Nick Crowley
Director, Human Resources
Macquarie University, Balaclava Road
NORTH RYDE NSW 2109