



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

St John of God Health Care Inc T/A St John of God Health Care
(AG2018/5951)

APPLICATION FOR APPROVAL OF THE ST JOHN OF GOD HEALTH CARE (VIC HOSPITALS) ALLIED HEALTH PROFESSIONALS ENTERPRISE AGREEMENT 2018 - 2021

Health and welfare services

DEPUTY PRESIDENT MASSON

MELBOURNE, 13 FEBRUARY 2019

Application for approval of the St John of God Health Care (Vic Hospitals) Allied Health Professionals Enterprise Agreement 2018 - 2021.

[1] An application has been made for approval of an enterprise agreement known as the *St John of God Health Care (Vic Hospitals) Allied Health Professionals Enterprise Agreement 2018 - 2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by St John of God Health Care Inc T/A St John of God Health Care. The Agreement is a single enterprise agreement.

[2] 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.

[3] 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.

[4] I note that Clauses 26 and 27 are inconsistent with the National Employment Standards in relation to entitlement to public holidays not worked and entitlement to personal leave. Given the National Employment Standards precedence clause at clause 8 of the agreement, I am satisfied that the more beneficial entitlements of the NES will prevail.

[5] 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.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 20 February 2019. The nominal expiry date of the Agreement is 30 June 2021.



DEPUTY PRESIDENT

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Annexure A



Dear Deputy President Masson

St John of God Health Care (Vic Hospitals) Allied Health Professionals Enterprise Agreement 2018 – 2021 (AG2018/5951)

Written undertakings under section 190 of the *Fair Work Act 2009*

St John of God Health Care hereby undertakes the following in relation to the *St John of God Health Care (Vic Hospitals) Allied Health Professionals Enterprise Agreement 2018 - 2021*:

1. A new sub-clause 23(c)(iv) will be added which states "Any accrued time off in lieu of payment for overtime that has not been taken will be paid to the Caregiver upon termination."
2. Sub-clause 19(a) will be amended to read "*A casual Caregiver is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by an Employer in accordance with the Employer's requirements, without the requirement of prior notice by either party, but does not include a Caregiver who could properly be classified under clauses 17 - Full-time employment, 18 - Part-time employment. The minimum period of engagement for a Casual Caregiver will be not less than 3 hours.*"
3. This Agreement shall incorporate the provision of sub-clause 10.5 Right to request casual conversion of the *Health Professionals and Support Services Award 2010*, as varied from time to time.

Signed for and on behalf of the employer

A handwritten signature in blue ink that reads "Eve Dawson".

Eve Dawson

Group Manager HR & Employee Relations

12 February 2019

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ARBN 051960 911 ABN 21 930 207 958
(Limited Liability) Incorporated in
Western Australia

Hospitality | Compassion | Respect | Justice | Excellence

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



ST JOHN OF GOD HEALTH CARE INC. (VICTORIA)

ALLIED HEALTH PROFESSIONALS

ENTERPRISE AGREEMENT

2018 - 2021

ENTERPRISE AGREEMENT

1. ARRANGEMENT

The Agreement is arranged as follows:

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2. NAME OF THE AGREEMENT

This Agreement shall be called the *St John of God Health Care (Vic Hospitals) Allied Health Professionals Enterprise Agreement 2018 - 2021* ('the Agreement').

3. PARTIES TO THE AGREEMENT

The parties to this Agreement are:

- (a) St John of God Health Care (Vic Hospitals) as per Appendix 2; and
- (b) Allied Health Professional staff employed by St John of God Health Care (Vic Hospitals) as classified in Schedule 1 of this Agreement.

4. APPLICATION FOR COVERAGE

- (a) This Agreement is made under section 172 of the *Fair Work Act 2009*. The Employer will take the necessary steps to seek approval of this Agreement under section 186 of the Act.
- (b) The Employer will formally advise the Health Services Union Victoria No. 3 Branch ('HSU') when the Agreement is made in order for the HSU to apply under section 183 of the *Fair Work Act 2009* to be covered by the Agreement.
- (c) It is the intention of this Agreement that the HSU will be covered by this Agreement.

5. SCOPE OF THE AGREEMENT

This Agreement contains all the terms and conditions of employment for Caregivers covered by the Agreement and shall apply to all Caregivers employed pursuant to the classifications listed in Schedule 1 employed by St John of God Health Care.

6. DATE AND PERIOD OF OPERATION

This Agreement shall commence operation from the 7th day after the Agreement is approved by the Fair Work Commission (FWC) and shall remain in force until 30 June 2021 and thereafter in accordance with the *Fair Work Act 2009*.

The parties agree that discussions shall commence for a new Agreement six months prior to the expiry date of the Agreement.

7. POSTING OF THE AGREEMENT

A copy of this Agreement shall be displayed in a conspicuous and convenient place at the workplace so as to be easily read by all Caregivers.

8. RELATIONSHIP TO THE NATIONAL EMPLOYMENT STANDARDS

Entitlements in accordance with the National Employment Standards (“NES”) are provided for under the *Fair Work Act 2009*. Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Act are more favourable to a Caregiver in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Caregiver. The provisions in this Agreement otherwise apply.

9. CONSULTATION REGARDING CHANGE

Workplace Change

(a) Clauses 9(a) to 9(i) apply if the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on Caregivers of the Employer.

(b) The Employer must notify the relevant Caregivers of the decision to introduce the major change. The relevant Caregivers may appoint a representative, which may be a representative from HSU, for the purposes of the procedures in this clause. If a relevant Caregiver appoints, or relevant Caregivers appoint, a representative for the purposes of consultation; and the Caregiver or Caregivers advise the Employer of the identity of the representative; the Employer must recognise the representative.

(c) As soon as practicable after making its decision, the Employer must discuss with the relevant Caregivers:

(i) the introduction of the change; and

(ii) the effect the change is likely to have on the Caregivers; and

(iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Caregivers; and

(d) For the purposes of the discussion the Employer will provide, in writing, to the relevant Caregivers all relevant information about the change including the nature of the change proposed; and information about the expected effects of the change on the Caregivers; and any other matters likely to affect the Caregivers.

(e) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Caregivers.

(f) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Caregivers.

(g) If a term in the enterprise Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer,

the requirements set out in subclauses (b) and (c) are taken not to apply.

(h) In this term, a major change is likely to have a significant effect on Caregivers if it results in the termination of the employment of Caregivers; or major change to the composition, operation or size of the Employer's workforce or to the skills required of Caregivers; or the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or the alteration of hours of work; or the need to retrain Caregivers; or the need to relocate Caregivers to another workplace; or the restructuring of jobs.

(i) In this term, relevant Caregivers means the Caregivers who may be affected by the major change.

Change to the regular roster or ordinary hours of work

(j) If the Employer proposes to introduce a change to the regular roster or ordinary hours of work of Caregivers, the Employer must notify relevant Caregivers of the proposed change and clauses 9(k) to 9(o) apply.

(k) The relevant Caregivers may appoint a representative for the purposes of the procedures in this clause. If:

(i) A relevant Caregiver appoints, or relevant Caregivers appoint, a representative for the purposes of consultation; and

(ii) The Caregiver or Caregivers advise the Employer of the identity of the representative;

The Employer must recognise the representative.

(l) As soon as practicable after proposing to introduce the change, the Employer must:

(i) Discuss with the relevant Caregivers the introduction of the change; and

(ii) For the purposes of the discussion, provide to relevant Caregivers:

(1) All relevant information about the change, including the nature of the change; and

(2) Information about what the Employer reasonably believes will be the effects of the change on the Caregivers; and

(3) Information about any other matters that the Employer reasonably believes are likely to affect the Caregivers; and

(iii) Invite the relevant Caregivers to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

(m) However, the Employer is not required to disclose confidential or commercially sensitive information to relevant Caregivers.

(n) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Caregivers.

(o) In this clause, relevant Caregivers means, the Caregivers who may be affected by the change.

10. DISPUTE RESOLUTION PROCEDURE

(a) In the event of a dispute in relation to a matter arising under this Agreement or the NES, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the Caregiver or Caregivers concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the Caregiver or Caregivers concerned and more senior levels of management as appropriate.

(b) A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.

(c) If a dispute in relation to a matter arising under the Agreement or the NES is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the Fair Work Commission for resolution by conciliation and, where the matter in dispute remains unresolved, arbitration.

(d) It is a term of this Agreement that while the dispute resolution procedure is being conducted work shall continue according to the custom and practice before the grievance arose unless a Caregiver has a reasonable concern about an imminent risk to his or her health or safety.

(e) If arbitration is necessary the FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.

(f) The above steps shall take place within seven days (health and safety matters are exempt from this clause).

(g) For the avoidance of doubt, Caregiver grievances are included in the matters to be dealt with in accordance with the dispute resolution procedure of the Agreement.

(h) A Caregiver may have a representative at all stages of the dispute resolution process.

11. DEFINITIONS

For the purposes of this Agreement:

(a) FWC shall mean the Fair Work Commission.

(b) Caregiver or Employee means an Allied Health Professional staff member employed by St John of God Health Care in the Victorian hospitals listed in Appendix 2, as classified in Schedule 1 of this Agreement.

(c) SJGHC or the Employer means St John of God Health Care Inc (Head Office: 12 Kings Park Road, West Perth, WA, 6005), trading as St John of God Hospital Ballarat; St John of God Hospital Bendigo; St John of God Hospital Berwick; St John of God Hospital Geelong; St John of God Frankston Rehabilitation; St John of God Pinelodge Clinic and St John of God Hospital Warrnambool.

(d) Experience means for the purpose of Appendix 1 - Wages, experience in accordance with the classifications specified at Schedule 1 within the last five years, excluding any leave provisions in this Agreement.

(e) "Base rate" for the purposes of the calculation of relevant allowances shall be Grade 1 Year 1.

(f) The Act means the *Fair Work Act 2009*.

(g) Service and Continuous Service are as defined by section 22 of the *Fair Work Act*.

(h) **immediate family** of a Caregiver means:

(i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Caregiver; or

(ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Caregiver.

(iii) **spouse** includes a former spouse.

(iv) **de facto partner** of a Caregiver, which:

(1) means a person who, although not legally married to the Caregiver, lives with the Caregiver in a relationship as a couple on a genuine domestic basis (whether the Caregiver and the person are of the same sex or different sexes); and

(2) includes a former de facto partner of the Caregiver.

12. WAGES

(a) Wages will be determined as follows:

Column 1 Column 2 Column 3

2.5% 2.5% 2.5%

(b) The wage increases in subclause 12(a) hereof shall be payable as follows:

- (i) The amount shown in Column 1 shall be payable from the beginning of the first full pay period to commence on or after 11 October 2018.
- (ii) The amount shown in Column 2 shall be payable from the beginning of the first full pay period to commence on or after 1 July 2019.
- (iii) The amount shown in Column 3 shall be payable from the beginning of the first full pay period to commence on or after 1 July 2020.

(c) The wage increases referred to in subclause 12(a) shall be absorbed into any payment made to the Caregiver beyond the minimum rates contained within this Agreement.

(d) Any further wage increase shall be at the discretion of the Employer, unless the rate of pay falls below the Modern Award rate, in such circumstances the rate of pay shall default to the minimum rate prescribed in accordance with the relevant Modern Award rate.

(e) Rates of pay as increased by this Agreement are set out in Appendix 1.

13. PAYMENT OF WAGES

(a) Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period.

(b) Caregivers will be paid by electronic funds transfer, as determined by the Employer, into the bank or financial institution account nominated by the Caregiver.

(c) When notice of termination of employment has been given by a Caregiver or a Caregiver's services have been terminated by the Employer, payment of all wages and other monies owing to a Caregiver will be made to the Caregiver.

14. SUPERANNUATION

(a) The Employer shall contribute on behalf of the Caregiver in accordance with the requirements of the *Superannuation Guarantee (Administration) Act 1992* (Cth).

(b) Contributions shall at the option of the Caregiver be paid into:

- (i) Health Employees' Superannuation Trust Australia (HESTA) fund;
- (ii) Health Super fund/ First State Super;

(iii) National Catholic Fund;

(iv) Health Industry Plan; or

(v) such other complying superannuation fund or scheme as nominated by the Caregiver.

(c) Contributions shall be paid into the Caregiver's nominated fund on a monthly basis.

(d) If, after 3 pay fortnights from the date of commencement of employment, an election is not made by a Caregiver, contributions will be paid into HESTA. HESTA provides a "MySuper product".

(e) Where a Caregiver salary packages their wages in accordance with this Agreement, superannuation shall be paid on the pre-packaged wages.

15. HOURS OF WORK

(a) The hours for an ordinary weeks' work shall be 38, or an average of 38 per week in a two or four week period, or by mutual agreement in a five week period in the case of a Caregiver working ten hour shifts, and shall be worked either:

(i) Subject to practicability, in 152 hours per four week period, to be worked as twenty shifts of 7 hours 36 minutes or nineteen shifts each of eight hours; or

(ii) By mutual agreement:

(1) In four days in shifts of not more than ten hours each; or

(2) Otherwise, provided that the length of any ordinary shift shall not exceed 10 hours.

(3) Subject to the roster provisions, 80 hours may be worked in any two consecutive weeks, but not more than 50 ordinary hours may be worked in any one of such weeks.

16. TYPES OF EMPLOYMENT

(a) Caregivers under this Agreement may be employed in any one of the following categories:

- full-time Caregivers;
- part-time Caregivers;
- fixed term or temporary Caregivers;
- casual Caregivers; or

- Caregivers with limited tenure.

(b) At the time of engagement the Employer shall inform each Caregiver of the terms of their engagement, and in particular, whether they are to be full-time, part-time, fixed term or temporary Caregivers, casual Caregivers or Caregivers with limited tenure.

17. FULL-TIME EMPLOYMENT

Except as provided in clause 15 - Hours of work, a Caregiver ready, willing and available to work the full number of hours as required by the Employer, shall be paid the full weekly wage as prescribed by this Agreement, irrespective of the number of hours worked not exceeding 38.

18. PART-TIME EMPLOYMENT

(a) A part-time Caregiver is one who is employed and who is ready, willing and available to work on a regular basis any number of hours up to but not exceeding an average 38 hours in any one week. Where the Caregiver is employed on a part-time basis he or she shall be paid the ordinary appropriate hourly rate prescribed for the classification in which they are employed.

(b) The provisions of this Agreement in respect to annual leave, personal leave and holidays shall apply on a pro rata basis to part-time Caregivers.

(c) Before commencing employment, the Employer and Caregiver will agree in writing on:

- (i) the span of hours that the Caregiver may be rostered within a fortnight. This span of hours shall include which shifts the Caregiver may be rostered to work; and
- (ii) the days of the week the Caregiver may be rostered to work within a fortnight; and
- (iii) the agreed minimum number of contracted hours to be worked per fortnight.

(d) Notwithstanding the overtime provisions prescribed at Clause 23 of the Agreement, a part time Caregiver may agree to work in excess of their rostered ordinary hours at the ordinary time rate of pay, provided that all time worked by a part-time Caregiver which exceeds 7.6 hours per day, will be paid at the rate of time and a half for the first two hours and double time thereafter, except on Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half.

(e) No part-time Caregiver shall be directed to work in excess of their rostered ordinary hours.

19. CASUAL, FIXED TERM OR TEMPORARY EMPLOYMENT

Casual Employment

(a) A casual Caregiver is one who is engaged in relieving work or work of a casual nature and

whose engagement is terminable by an Employer in accordance with the Employer's requirements, without the requirement of prior notice by either party, but does not include a Caregiver who could properly be classified under clauses 17 - Full-time employment, 18 - Part-time employment.

(b) A casual Caregiver shall be paid for all work done on weekdays an amount equal to 1/38th of the weekly wage appropriate to the Caregiver's classification per hour plus 25%, for all work done on Saturday and Sundays an amount equal to 1/38th of the weekly wage appropriate to the Caregiver's classification per hour plus 75%, and for all work done on public holidays an amount equal to 1/38th of the weekly wage appropriate to the Caregiver's classification per hour plus 150%.

(c) In addition a Casual Caregiver shall be entitled to receive the appropriate uniform and other allowances contained in this Agreement.

(d) The provisions of clause 31 – Notice of Termination, clause 25 – Annual leave, clause 27 – Personal Leave (except in so far as it expressly applies to casual Caregivers), and clause 29– Long service leave, shall not apply in the case of a casual Caregiver.

Fixed Term or Temporary Employment

(e) Provided an agreement is reached in writing, the Employer may employ a Caregiver either:

(i) as a fixed-term Caregiver who is employed for a specific period or, in the case of a Caregiver replacing a person on parental leave, for a specified purpose, not exceeding twelve months; or

(ii) as a temporary Caregiver who is employed on hours which may or may not be fixed for a period not exceeding three months.

(f) If the period of engagement exceeds that provided for in this clause or the Caregiver engaged pursuant to this clause is re-engaged within five weeks (in addition to the total period of accrued annual leave paid on termination), the Caregiver shall be deemed to have been originally employed under clause 17 - Full-time employment, or clause 18 - part-time employment.

(g) Caregivers engaged as either fixed term Caregivers or temporary Caregivers pursuant to this clause shall receive the rates of pay and conditions provided for under clause 18 - part-time employment, regardless of the number of hours worked, with the exception of the period of notice which for Caregivers engaged as temporary Caregivers under this clause, shall be one week.

20. ROSTER OF HOURS

(a) The ordinary hours of work for each Caregiver will be displayed on a fortnightly roster in

a place conveniently accessible to Caregivers. The roster will be posted at least two weeks before the commencement of the roster period.

(b) Seven days' notice will be given of a change in a roster. However, a roster may be altered at any time to enable the functions of the hospital, facility or organisation to be carried on where another Caregiver is absent from duty on account of illness or in an emergency.

(c) Unless the Employer otherwise agrees, a Caregiver desiring a roster change will give seven days' notice except where the Caregiver is ill or in an emergency.

21. SATURDAY AND SUNDAY WORK

(a) All rostered time of ordinary duty performed on Saturday or Sunday shall be paid for at the rate of time and a half.

(b) Where Saturday or Sunday duties are required to be carried out in excess of the week's work such duties are to be paid at the rate of double time.

(c) Any re-call to duty on a Saturday or Sunday shall be paid in accordance with clause 23 - Overtime and/or clause 44 - On call/re-call, as applicable.

(d) By mutual agreement with the Employer a Caregiver shall be allowed to take time off in lieu of overtime.

22. MEAL AND REST BREAKS

(a) Caregivers working shifts greater than five hours, shall be granted an unpaid meal interval of not more than 60 minutes. The meal interval is to be taken no earlier than two hours and no later than six hours after commencing the day's shift.

(b) Where a Caregiver is unable to take their meal break due to not being relieved of their responsibility for that period of a meal break, the mealtime is to be paid at the Caregiver's ordinary rate of pay in accordance with this Agreement.

(c) Caregivers shall be entitled to one paid ten minute rest interval per four hours worked.

23. OVERTIME

(a) The Employer may require a Caregiver to work reasonable overtime and such Caregiver shall work overtime in accordance with such requirement. A Caregiver may refuse to work overtime in circumstances where the working of such overtime would result in the Caregiver working hours which are unreasonable, having regard to:

(i) any risk to Caregiver health and safety;

(ii) the Caregivers personal circumstance;

(iii) the needs of the workplace or enterprise;

(iv) the notice (if any) given by the Employer of the overtime and by the Caregiver of his or her intention to refuse it; and

(v) any other reasonable matter.

(b) Only overtime authorised by the Employer shall be paid for and the following rates of overtime shall apply:

(i) In excess of the full-time ordinary hours of work on any one day - time and a half for the first two hours and double time thereafter.

(ii) Outside a spread of twelve hours from the commencement of the rostered period of duty - double time.

(iii) Outside a spread of ten hours from the commencement of work by a Caregiver rostered to work broken shifts - time and a half; and outside a spread of twelve hours - double time.

(c) Notwithstanding provisions elsewhere in the Agreement, the Employer and the majority of Caregivers may agree to establish a system of time off in lieu of overtime provided that:

(i) A Caregiver may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer.

(ii) A Caregiver may take one hour of time off for each hour of overtime plus a period of time equivalent to the overtime penalty incurred.

(iii) An Employer shall, if requested by a Caregiver, provide payment at the rate provided for the payment of overtime as prescribed in this Agreement for any overtime worked under this clause where such time has not been taken within four weeks of accrual.

24. PARENTAL LEAVE

(a) Caregivers are entitled to parental leave in accordance with the provisions of the *Fair Work Act 2009*, as amended from time to time.

(b) Permanent Caregivers eligible for parental leave in accordance with subclause 24(a) shall be entitled to the following paid parental leave:

(i) Ten weeks paid maternity, adoption leave or two weeks' paid birth partner/ paternity leave shall be given to any permanent Caregiver who qualifies for maternity and adoption leave and birth/ adoption partner leave under the provisions

of the Agreement.

(ii) Payment shall be made at the commencement of leave and paid at the Caregiver's ordinary weekly rate of pay. The payment shall be calculated by averaging the Caregiver's average weekly hours of employment for the twelve months preceding the commencement of the leave.

(iii) The amount of paid leave provided in this Agreement shall not be reduced in terms of its monetary value by the Commonwealth Government's scheme of publicly funded paid parental leave (however titled or styled). For the avoidance of doubt the value of the paid parental leave provided under this Agreement will be in addition to the value of the leave provided by the Commonwealth scheme.

(c) A Caregiver shall be entitled to work until her expected date of confinement, provided they provide an additional medical certificate from her treating medical practitioner six weeks immediately prior to the expected date of birth, or earlier if requested by the Employer. The medical certificate must specify that the Caregiver is fit to work for the final six weeks of confinement or part thereof.

(d) Annual Leave and Long Service Leave may be taken in conjunction with Maternity Leave provided that the aggregate of all leave does not exceed 18 months.

(e) Special maternity leave

(i) Where the pregnancy of a Caregiver not then on maternity leave terminates other than by the birth of a living child, the Caregiver may take leave for such periods as a registered medical practitioner certifies as necessary, as follows:

(1) Where the pregnancy terminates after the completion of 20 weeks, during the certified period/s the Caregiver is entitled to paid maternity leave not exceeding the amount of paid maternity leave available under subclause 24(b)(i).

(ii) Where a Caregiver is suffering from an illness not related to the direct consequences of the confinement, a Caregiver may take any paid personal leave to which she is entitled in lieu of, or in addition to, special maternity leave.

(iii) Where a Caregiver not then on maternity leave suffers an illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work.

(f) Transfer to a safe job

(i) Where in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the

Caregiver make it inadvisable for the Caregiver to continue at her present work, the Caregiver shall be transferred to an appropriate safe job where one is available at the rate and on the conditions applicable to her job prior to the transfer to the safe job, until the commencement of maternity leave.

(ii) If there is no appropriate safe job available, the Caregiver shall be entitled to “paid no safe job leave” for the period it is inadvisable for her to continue in the present position or until the day before the date of birth of the child, whichever occurs first. The Employer shall pay the Caregiver at the Caregiver’s base rate of pay for the Caregiver’s ordinary hours of work during the risk period, but the Employer may require further medical certificates to be provided in accordance with the provisions of the *Fair Work Act 2009*.

(iii) If a Caregiver is on paid no safe job leave during the 6 week period before the expected date of birth of the child, the Employer may ask the Caregiver to give the Employer a medical certificate stating whether the Caregiver is fit for work.

(iv) The Employer may require the Caregiver to take a period of unpaid parental leave as soon as practicable if the Caregiver does not give the Employer the requested certificate within 7 days after the request or within 7 days after the request, the Caregiver gives the Employer a certificate stating that the Caregiver is not fit for work. When the period of leave starts, the Caregiver’s entitlement to paid no safe job leave ends.

(g) Returning to work after a period of parental leave

(i) A Caregiver will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

(ii) A Caregiver will be entitled to return to the position which they held immediately before proceeding on parental leave. In the case of a Caregiver transferred to a safe job pursuant to clause 24(f) the Caregiver will be entitled to return to the position they held immediately before such transfer.

(iii) Where such position no longer exists but there are other positions available for which the Caregiver is qualified and is capable of performing, the Caregiver will be entitled to a position as nearly comparable in status and pay to that of their former position.

(iv) An Employer must not fail to re-engage a casual Caregiver because:

- (1) the Caregiver or Caregivers spouse is pregnant; or
- (2) the Caregiver is or has been immediately absent on parental leave.

(h) Communication during parental leave

(i) Where a Caregiver is on parental leave and the Employer makes a decision that

will have a significant effect on the status, pay or location of the Caregiver's pre-parental leave position, including a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:

(1) make information available in relation to any significant effect the change will have on the status, pay, location or responsibility level of the position the Caregiver held before commencing parental leave; and

(2) provide an opportunity for the Caregiver to discuss any significant effect the change will have on the status, pay, location or responsibility level of the position the Caregiver held before commencing parental leave.

(ii) The Caregiver shall take reasonable steps to inform the Employer about any significant matter that will affect the Caregiver's decision regarding the duration of parental leave to be taken, whether the Caregiver intends to return to work and whether the Caregiver intends to request to return to work on a part-time basis.

(iii) The Caregiver shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with clause 24(h)(i).

(i) Right to request

(i) A Caregiver entitled to parental leave pursuant to the provisions of clause 24 may request the Employer to allow the Caregiver:

(1) to extend the 52 weeks of unpaid parental leave by a further continuous period of leave not exceeding 12 months;

(2) to return from a period of parental leave, or at any time while a child is school age or under, and change their working arrangements to assist them in caring for their child, including returning to work from a period of parental leave on a part-time basis until the child reaches school age;

to assist the Caregiver in reconciling work and parental responsibilities.

(ii) The Employer shall consider the request having regard to the Caregiver's circumstances and, provided the request is genuinely based on the Caregiver's parental responsibilities, may only refuse the request on reasonable grounds related to the effect of the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(iii) Caregiver's request and the Employer's decision to be in writing

(1) The Caregiver's request and the Employer's decision made under clauses

24(i)(i)(1) and 24(i)(i)(2)(ii) must be recorded in writing.

(2) The Employer must give the Caregiver a written response to the request within 21 days, stating whether the Employer grants or refuses the request.

(3) A Caregiver returning to work from a period of parental leave who wishes to make a request under clause 24(i)(i)(2) shall endeavour to make such a request at least 4 weeks prior to their return to work.

25. ANNUAL LEAVE

(a) Caregiver's entitlement to leave

(i) A Caregivers shall be entitled to four weeks of annual leave on ordinary pay per year of service with the Employer.

(ii) A Caregiver's entitlement to paid annual leave accrues progressively during a year of service according to the Caregiver's ordinary hours of work, and accumulates from year to year.

(b) Public holidays occurring during annual leave

If the period during which a Caregiver takes paid annual leave includes a day or part-day that is a public holiday in the place where the Caregiver is based for work purposes, the Caregiver is taken not to be on paid annual leave on that public holiday.

(c) Leave to be taken

The annual leave provided for by this clause shall be allowed and shall be taken and except as provided by clauses 25(g) and 25(j), payment shall not be made or accepted in lieu of annual leave.

(d) Time of taking leave

(i) Annual leave shall be given at a time determined by mutual agreement between the Employer and the Caregiver within a period not exceeding six months from the date when the right to annual leave accrued and after not less than two weeks' notice to the caregiver. The Employer must not unreasonably refuse to agree to a request by a Caregiver to take paid annual leave.

(ii) To assist Caregivers in balancing their work and family responsibilities, a Caregiver may elect, with the consent of the Employer, to:

(1) take annual leave in separate periods, including single days.

(2) accrue and carry forward any amount of annual leave for up to two years

from the date of entitlement

(e) Leave allowed before due date

(i) The Employer may allow annual leave to a Caregiver before the right thereto has accrued due, but where leave is taken in such a case a further period of annual leave shall not commence to accrue until after the expiration of the relevant period in respect of which annual leave had been taken before it accrued

(ii) Where leave has been granted to a Caregiver pursuant to this clause before the right thereto has accrued due, and the Caregiver subsequently leaves or is discharged from the service of the Employer before completing the twelve months' continuous service in respect of which the leave was granted, and the sum paid by the Employer to the Caregiver as ordinary pay for the annual leave or part so taken in advance exceeds the sum which the Employer is required to pay under clause 24(a), the Employer shall not be liable to make any payment to the Caregiver under clause 24(a) and shall be entitled to deduct the amount of such excess from any remuneration payable to the Caregiver upon termination of the employment.

(f) Payment for period of leave

Each Caregiver before going on leave shall be paid for the period of such leave provided the period is not less than one week.

(g) Payment of annual leave on termination

If, when the employment of an Caregiver ends, the Caregiver has a period of untaken accrued annual leave, including any additional leave accrued by a weekend worker, the Employer must pay to the Caregiver the amount that would have been payable to the Caregiver had the Caregiver taken that period of annual leave, including any annual leave loading.

(h) Weekend worker

(i) For the purposes of the NES a shiftworker is a Caregiver who works for more than four ordinary hours on 10 or more weekends during the year in which their annual leave accrues.

(ii) Such a Caregiver is entitled to an additional week of annual leave on the same terms and conditions.

(i) Annual leave loading

A Caregiver entitled to annual leave (including proportionate leave) shall be paid an annual leave loading of 17.5% of the ordinary weekly rate of pay for the classification at which the Caregiver is employed at the commencement of their annual leave, up to a maximum

annual base salary of \$78,566, which is inclusive of the first pay increase in this Agreement. The maximum annual base salary referred to herein shall be increased in accordance with the percentage wage increases prescribed by this Agreement, so that the maximum annual base salary will increase to \$80,530 on 1 July 2019 and \$82,544 on 1 July 2020.

(j) Payment in lieu of an amount of annual leave

(i) Upon receipt of a written request by a Caregiver, the Employer may authorise the Caregiver to receive pay in lieu of an amount of annual leave.

(1) Paid annual leave must not be cashed out if the cashing out would result in the Caregiver's remaining accrued entitlement to paid annual leave being less than 4 weeks;

(2) Where a Caregiver forgoes an entitlement to take an amount of annual leave, the Caregiver must be paid at least the full amount that would have been payable to the Caregiver had the Caregiver taken the leave that the Caregiver has forgone;

(3) Where a Caregiver forgoes an entitlement to take an amount of annual leave, the Employer will give the Caregiver the amount of pay that the Caregiver is entitled to receive in lieu of the amount of annual leave, plus leave loading that would otherwise have been payable within two weeks of the request being made; and

(4) Superannuation guarantee contributions will be paid in relation to the amount of annual leave and annual leave loading for which payment is received in lieu.

(k) Excess Annual Leave

(i) Notwithstanding the above the Employer may, upon provision of 10 weeks' notice, direct a Caregiver to take up to one quarter of the Caregiver's accrued annual leave entitlement, provided that the Caregiver has in excess of 304 hours annual leave accrued (pro rata for part-time Caregivers).

(i) The Employer will:

- a. ensure Caregivers have a reasonable opportunity to use their accrued annual leave before their accruals are deemed to be excess;
- b. not unreasonably refuse to agree to requests by Caregivers to bank more than 304 hours of annual leave for use within a reasonable period of it becoming excess (e.g. for an extended leave period, overseas holidays etc), with any such arrangement to be recorded in writing; and
- c. will allow Caregivers to cash out any accrued annual leave in excess of 304 hours in accordance with clause 24(j) of this Agreement.

(l) Flexible Work Options

(i) Caregivers may elect in writing to participate in flexible working arrangements where these are offered by the Employer. These arrangements may include the facility for the Caregiver to 'purchase' additional leave by electing to forego part of their salary in order to accrue an additional commensurate amount of leave. Such arrangements will be subject to the Employer's policy, and as stated clearly in written agreement between the Employer and Caregiver.

(ii) It will remain the responsibility of the Caregiver wishing to avail themselves of the flexibility to seek advice concerning potential implications for taxation, superannuation, salary packaging and other purposes.

26. PUBLIC HOLIDAYS

(a) A Caregiver shall be entitled to holidays on the following days:

(i) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and

(ii) The following days, as prescribed in Victoria: Australia Day, Anzac Day, Queen's Birthday, Eight Hour Day, Easter Sunday, Labour Day and the Friday before the AFL Grand Final; and

(iii) Melbourne Cup Day or in Lieu of Melbourne Cup Day, some other day as deemed in a particular locality.

(b) Holidays in lieu

(i) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

(ii) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

(iii) When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the next Monday.

(c) Additional days

Where in Victoria public holidays are declared or prescribed on days other than those set out in clauses 26(a) and 26(b), those days shall constitute additional holidays for the purpose of this Agreement.

(d) Substitution of public holidays by agreement

(i) The Employer and his or her Caregivers may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected Caregivers shall constitute agreement.

(ii) An agreement pursuant to clause 26(d)(i) shall be recorded in writing and be available to every affected Caregiver.

(e) Caregivers rostered to work on public holidays and who fail to do so shall not be entitled to holiday pay for the said holiday.

(f) If a Caregiver works on any public holidays or such holidays occurs on his or her rostered day off he or she shall be paid at the ordinary rates of pay for the time so worked, in addition to which he or she shall be entitled to receive within four weeks following the date on which such holiday occurred:

(i) One and a half extra days pay; or

(ii) One and a half days off in lieu thereof with at least seven days' notice shall be given; or

(iii) One and a half days shall be added to his or her annual leave.

The "days" referred to in clauses 26(f) (i) to 26(f)(iii) above shall be calculated based on the Caregiver's normal rostered hours of work

If a Caregiver works Easter Saturday 'day' will refer to the average normal rostered hours of work.

(g) Notwithstanding the earlier provisions of this clause a weekend worker (as defined in clause 25(h)) who works on any of the holidays set out in clause 26(a) shall be entitled (in lieu of any entitlement under clause 26(b)) to one and a half extra days pay on the first pay day following the end of the pay period during which the holiday falls.

(h) If, at the end of the yearly period in respect of which his or her annual leave accrues such weekend worker does not become entitled to additional leave under clause 25 - Annual leave, he or she shall, at the option of the Employer, be entitled to one and a half extra days pay or one and half extra days annual leave for each such holiday on which he or she was rostered off.

(i) Where a Caregiver's accrued day off falls on any such public holiday, a substitute day shall be determined by the Employer to be taken in lieu thereof, such day to be within the same four week cycle where practical.

(j) Notwithstanding the provisions of 26(b), a Caregiver who is ordinarily not required to work on a Sunday or Saturday shall not be entitled to any benefit for any public holidays which may fall on or are observed on a Saturday or a Sunday unless he or she is required to work on any such public holiday.

(k) In respect of Easter Saturday, a Caregiver who ordinarily works Monday to Friday only and who does not work on Easter Saturday, shall be entitled to one days' pay in respect of Easter Saturday or where there is mutual consent, within four weeks following the date on which such holiday occurred the Caregiver may take one day off in lieu or have one day added to their annual leave. This clause shall not apply where a Caregiver works Easter Saturday.

27. PERSONAL LEAVE

(a) Amount of paid personal leave

A Caregiver, other than a casual Caregiver, is entitled to the following amount of paid personal leave:

- (i) 91 hours and 12 minutes in the first year of service;
- (ii) 106 hours and 24 minutes each year in the second, third and fourth year of service;
- (iii) thereafter, 159 hours and 36 minutes in the fifth and following years of service.

(b) Immediate family or household

(i) The entitlement to use personal leave to care for immediate family or household members is subject to the person being either a member of the Caregiver's immediate family or a member of the Caregiver's household.

(ii) The term immediate family is defined in Clause 11 of this Agreement.

(c) Personal leave for personal injury or sickness

(i) A Caregiver is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury. Provided that such illness is certified by a medical practitioner or is evidenced by the production of a statutory declaration within 48 hours of the commencement of such absence.

(ii) Leave taken by a Caregiver under clause 27(c)(i) is deducted from the amount of personal leave under 27(a).

(iii) A Caregiver may be absent for one day on personal leave for personal injury or sickness without furnishing evidence of such sickness on not more than three occasions in any one year.

(iii) Where a Caregiver becomes sick whilst on annual leave on days which he or she would otherwise have worked, and immediately forwards to the Employer a certificate of a registered health practitioner, then the number of days specified in this certificate shall be deducted from any sick leave entitlement standing to the Caregiver's credit, and shall be re-credited to his or her annual leave entitlement.

(d) Cumulative personal leave

(i) A Caregiver is entitled to use their personal leave, including accrued and accumulated personal leave, for personal injury or sickness.

(ii) Personal leave entitlements which are untaken at the completion of the year shall accumulate.

(iii) A Caregiver who contracts an infectious disease in the course of his or her duties and who is entitled to receive Workers Compensation shall have any difference between Workers Compensation and his or her ordinary salary made up by the Employer up to but not exceeding three months. A Caregiver who contracts an infectious disease in the course of his or her duties and having same certified to by the Medical Superintendent or by a Medical Practitioner approved by the Employer (and who is not entitled to receive Workers Compensation) shall receive full pay during the necessary period off duty up to but not exceeding three months. Personal leave granted under this clause shall not be debited against any personal leave which the Caregiver may have become entitled to under the preceding clauses.

(iv) For the purpose of this clause a working day shall be one of seven hours 36 minutes.

(e) Personal leave to care for immediate family or household members

(i) A Caregiver is entitled to use their personal leave, including accrued and accumulated leave, to care for members of their immediate family or household who are sick and require care or support or who require care or support due to an unexpected emergency. Leave may be taken for part of a single day.

(ii) The entitlement to use personal leave is subject to the Caregiver being responsible for the care of the person concerned.

(iii) Evidence supporting claim

(1) When taking leave to care for members of their immediate family or household who are sick and require care and support, the Caregiver must, if required by the Employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

(2) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the Caregiver must, if required by the Employer, establish by production of documentation acceptable to the Employer or statutory declaration, the nature of the

emergency and that such emergency resulted in the person concerned requiring care by the Caregiver.

(3) In normal circumstances a Caregiver must not take personal leave under this clause where another person has taken leave to care for the same person.

(4) The Caregiver must, where practicable, give the Employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the Caregiver, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Caregiver to give prior notice of absence, the Caregiver must notify the Employer by telephone of such absence at the first opportunity on the day of absence.

(5) Each day or part of a day personal leave taken in accordance with clause 28(e)(i) is to be deducted from the amount of personal leave provided in clause 28(a).

(6) A Caregiver is entitled to use accumulated personal leave as paid personal leave to care for a family or household member, in accordance with clause 28(e), if the Caregiver has used the current year's personal leave entitlement.

(f) Unpaid personal leave

Where a Caregiver has exhausted all paid personal leave entitlements or is a casual, he or she is entitled to take unpaid personal leave to care for members of his or her immediate family or household who are ill/ injured and require care or support or who require care or support due to an unexpected emergency. The Employer and the Caregiver shall agree on the period. In the absence of agreement, the Caregiver is entitled to take up to two days of unpaid leave per occasion, provided the requirements of clause 27(e)(ii) and (iii) are met.

(g) Make-up time

Notwithstanding provisions elsewhere in the Agreement, the Employer and the majority of Caregivers at an enterprise may agree to establish a system of make-up time provided that:

(i) A Caregiver may elect, with the consent of the Employer, to work make-up time under which the Caregiver takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement.

(ii) A Caregiver on shift work may elect, with the consent of the Employer, to work make-up time under which the Caregiver takes time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

(iii) Once a decision has been taken to introduce an enterprise system of make-up time, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to the *Fair Work Act 2009*.

28. COMPASSIONATE LEAVE

(a) A Caregiver is entitled to 4 days of compassionate leave for each occasion (a *permissible occasion*) when a member of the Caregiver's immediate family, or a member of the Caregiver's household:

(i) contracts or develops a personal illness that poses a serious threat to his or her life; or

(ii) sustains a personal injury that poses a serious threat to his or her life; or

(iii) dies.

(b) A Caregiver may take compassionate leave for a particular permissible occasion if the leave is taken:

(i) to spend time with the member of the Caregiver's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in clause 28(a); or

(ii) after the death of the member of the Caregiver's immediate family or household referred to in clause 28(a).

(c) A Caregiver may take compassionate leave for a particular permissible occasion as a single continuous 4 day period; or 4 separate periods of 1 day each; or any separate periods to which the Caregiver and the Employer agree.

(d) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Caregiver may take the compassionate leave for that occasion at any time while the illness or injury persists.

(e) If, in accordance with this Clause 28, a Caregiver, other than a casual Caregiver, takes a period of compassionate leave, the Employer must pay the Caregiver at the Caregiver's base rate of pay for the Caregiver's ordinary hours of work in the period. For casual Caregivers, compassionate leave is unpaid leave.

(f) The Caregiver, if required by the Employer, shall supply relevant evidence of the requirement for such leave. Such evidence may include a requirement to supply a medical certificate.

29. LONG SERVICE LEAVE

(a) Entitlement

- (i) Caregivers shall be entitled to long service leave as hereinafter provided.
- (ii) A Caregiver shall be entitled to long service leave with pay, in respect of continuous service with the Employer in accordance with the provisions of this Clause.
- (iii) A Caregiver shall have the following entitlement to long service leave:
 - (1) On the completion by the Caregiver of fifteen years continuous service - six months long service leave and thereafter an additional two months long service leave on the completion of each additional five years' service.
 - (2) In addition, in the case of a Caregiver who has completed more than fifteen years' service and whose employment is terminated otherwise than by the death of the Caregiver, an amount of long service leave equal to 1/30th of the period of their service since the last accrual of entitlement to long service leave under clause 29(a)(iii)(1)
 - (3) In the case of a Caregiver who has completed at least ten years' service, but less than fifteen years' service and whose employment is terminated for any cause other than serious and wilful misconduct, such amount of long service leave as equals 1/30th the period of service.

(b) Service entitling to leave

- (i) Subject to this subclause service shall also include all periods during which a Caregiver was serving in Her Majesty's Forces or was made available by the Employer for National Duty.
- (ii) For the purposes of this Clause the meaning of service and continuous service shall be in accordance with section 22 of the Fair Work Act 2009.
- (iii) The Employer shall keep or cause to be kept a long service record for each Caregiver, containing particulars of service, leave taken and payments made.

(c) Payment in lieu of long service leave on the death of a Caregiver

Where a Caregiver who has completed at least ten years' service dies while still in the employment of the Employer, the Employer shall pay to such Caregiver's personal representative a sum equal to the pay of such Caregiver for 1/30th of the period of the Caregiver's continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the Caregiver.

(d) Payment for period of leave

(i) Payment to a Caregiver in respect of long service leave shall be made in one of the following ways:

(1) in full in advance when the Caregiver commences his or her leave; or

(2) at the same time as payment would have been made if the Caregiver had remained on duty; in which case payment shall, if the Caregiver in writing so requires, be made by cheque posted to a specified address; or

(3) in any other way agreed between the Employer and the Caregiver.

(ii) Where the employment of a Caregiver is for any reason terminated before the Caregiver takes any long service leave to which he or she is entitled or where any long service leave accrues to a Caregiver pursuant to clause 29(a)(iii)(2) hereof the Caregiver shall subject to the provisions of clause 29(d)(iii) be entitled to pay in respect of such leave as at the date of termination of employment.

(iii) Where any long service leave accrues to a Caregiver pursuant clause 29(a)(i) hereof the Caregiver shall be entitled to pay in respect of such leave as at the date of termination of employment.

(iv) Where an increase occurs in the ordinary time rate of pay during any period of long service leave taken by the Caregiver, the Caregiver shall be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

(e) Taking of leave

(i) When a Caregiver becomes entitled to long service leave such leave shall be granted by the Employer within six months from the date of the entitlement, but the taking of such leave may be postponed to such a date as is mutually agreed.

(ii) Any long service leave shall be inclusive of any public holiday or accrued day off occurring during the period when leave is taken.

(iii) If the Employer and a Caregiver so agree:

(1) the first six months long service leave to which a Caregiver becomes entitled under this Agreement may be taken in two or three separate periods; and

(2) any subsequent period of long service leave to which the Caregiver becomes entitled may be taken in two separate periods, but save as aforesaid long service leave shall be taken in one period.

(f) Leave allowed before due date

(i) An Employer may by agreement with a Caregiver grant long service leave to the Caregiver before the entitlement to that leave has accrued, provided that such leave shall not be granted before the Caregiver has completed seven years' service.

(ii) Where the Caregiver of the Employer who has taken long service leave in advance is subsequently terminated for serious and wilful misconduct before entitlement to long service leave has accrued, the Employer may, from whatever remuneration is payable to the worker upon termination, deduct and withhold an amount equivalent to the amount paid to the Caregiver in respect of the leave in advance.

(g) Definitions

(i) For the purposes of this Clause the following definitions apply:

"Pay" means remuneration for a Caregiver's normal weekly hours of work calculated at the Caregiver's ordinary time rate of pay provided in Appendix 1 hereof at the time the leave is taken or (if the Caregiver dies before the completion of leave so taken) as at the time of his or her death; and shall include the amount of any increase to the Caregiver's ordinary time rate of pay which occurred during the period of leave as from the date such increase operates.

"Month" shall mean a calendar month.

(h) Requests for alterations to payment and quantum of leave

(i) At the request in writing of the Caregiver, and then by agreement of the Employer, Long Service Leave entitlements may be taken as double the quantum of leave at half pay or half the quantum of leave at double pay.

(ii) Where the Caregiver is considering making such a request, the Employer recommends that the Caregiver seek independent financial advice as to the relevant taxation implications, if any, prior to making such a request.

(iii) The Employer will provide to the Caregiver in writing an indication of the payment and the tax payable as a result of the Caregiver choosing either double the leave at half pay, or double the pay for half the leave option prior to the request by the Caregiver being finalised.

30. ACCIDENT PAY

Where an entitlement to accident make-up pay arises under this part any reference to the *Workers Compensation Act 1958* shall be deemed to include a reference to the *Accident Compensation Act 1985*, as amended from time to time and any reference to the *Accident*

Compensation Act 1985 shall be deemed to include a reference to the *Workers Compensation Act 1958*, as amended from time to time, or any successor legislation.

(a) Definitions

The words hereunder shall bear the respective definitions set out herein.

(i) Total Incapacity

(1) Total incapacity in the case of a Caregiver who is or deemed to be totally incapacitated within the meaning of the *Workers Compensation Act 1958* (hereinafter referred to as the Act) and arising from an injury covered by this Clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under section 9.1(b)(i) of the Act for the week in question and the total 38 hour weekly rate and weekly over Agreement payment for a day Caregiver which would have been payable under this part for the Caregiver's normal classification of work for the week in question if she/he had been performing her/his normal duties provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

(ii) Partial incapacity

In the case of a Caregiver who is or deemed to be partially incapacitated within the meaning of the *Workers Compensation Act* and arising from an injury covered by this Clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under section 9.1(b)(ii) of the Act for the period in question together with the average weekly amount the Caregiver is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the Workers Compensation Board or as agreed between the parties) and the total 38 hour weekly rate and weekly over-Agreement payment for a day Caregiver which would have been payable under this part for the Caregiver's normal classification of work for the week in question if he had been performing his normal duties provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

(1) The total 38 hour weekly Agreement rate and weekly over-Agreement payment abovementioned shall be the same as that applying for a total incapacity provided that where a Caregiver receives a weekly payment under this section and subsequently such payment is reduced pursuant to section 9.6(l) of the Act such reduction will not increase the liability of the Employer to increase the amount of accident pay in respect of that injury.

(2) For the purposes of the calculation of the total 38 hour weekly Agreement

rate and weekly over-Agreement payment in clauses 30(a)(i) and 30(a)(ii) payments made to a Caregiver arising from a production incentive earnings scheme (whether arising from a payment by results, task or bonus scheme or however titled) shall not be taken into account.

(iii) Payment for part of a week

Where a Caregiver receives accident pay and such pay is payable for incapacity for part of the week the amount shall be direct pro rata.

(iv) Injury shall be given the same meaning and application as applying under the *Workers Compensation Act*, as amended from time to time and no injury shall result in the application of accident pay unless an entitlement exists under the Act.

(v) Workers Compensation Act means *Workers Compensation Act 1958*, as amended from time to time, of the State of Victoria.

(b) Qualification for payment

Always subject to the terms of this clause, a Caregiver covered by this part shall upon receiving payment of compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the Act be paid accident pay by her/his Employer who is liable to pay compensation under the Act, which said liability by the Employer for accident pay may be discharged by another person on his behalf, provided that:

(i) Accident pay shall only be payable to a Caregiver whilst such Caregiver remains in the employment of the Employer by whom she/he was employed at the time of the incapacity and then only for such period as she/he receives a weekly payment under the Act. Provided that if a Caregiver on partial incapacity cannot obtain suitable employment from hers/his Employer but such alternative employment is available with another Employer than the relevant amount of accident pay shall be payable.

(1) Provided further that in the case of the termination of employment by an Employer of a Caregiver who is incapacitated and who except for such termination would be entitled to accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where the termination is due to serious and/or wilful misconduct on the part of the Caregiver.

(2) In order to qualify for the continuance of accident pay on termination a Caregiver shall if required provide evidence to his/her Employer of the continuing payment of weekly Caregivers compensation payments.

(c) Accident pay shall not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then subject to clause 30(d) and to the maximum period of payment prescribed elsewhere herein,

accident pay shall apply only to the period of incapacity after the first two weeks.

(i) Provided that as to industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration as provided in section 3 of the Act such injuries or diseases shall not be subject to accident pay unless the Caregiver has been employed with the Employer at the time of the incapacity for a minimum period of one month.

(d) Accident pay shall not apply in respect of any injury during the first five normal working days of incapacity.

(i) Provided however that in the case of a Caregiver who contracts an infectious disease in the course of duty and is entitled to receive workers compensation therefore shall receive accident pay from the first day of the incapacity.

(e) Maximum period of payment

The maximum period or aggregate of periods of accident pay to be made by an Employer shall be a total of 39 weeks for any one injury as defined in clause 30(a)(iv)

(f) Absences on other paid leave

A Caregiver shall not be entitled to payment of accident pay in respect of any period of other paid leave of absence.

(g) Notice of injury

A Caregiver upon receiving an injury for which she/he claims to be entitled to receive accident pay shall give notice in writing of the said injury to her/his Employer as soon as reasonably practicable after the occurrence thereof provided that such notice may be given by a representative of the Caregiver.

(h) Medical examination

(i) In order to receive entitlement to accident pay a Caregiver shall conform to the requirements of the Act as to medical examination.

(ii) Where in accordance with the Act a medical referee gives a certificate as to the condition of the Caregiver and her/his fitness for work or specifies work for which the Caregiver is fit and such work is made available by the Employer and refused by the Caregiver or the Caregiver fails to commence the work, accident pay shall cease from the date of such refusal or failure to commence the work.

(i) Cessation of weekly payments

Where there is a cessation or redemption of weekly compensation payments under the Act

the Employer's liability to pay accident pay shall cease as from the date of such cessation or redemption.

(j) Civil damage claims

(i) A Caregiver receiving or who has received accident pay shall advise her/his Employer of any action she/he may institute or any claim she/he may make for damages. Further the Caregiver shall, if requested, provide an authority to the Employer entitling the Employer to a charge upon any money payable pursuant to any judgement or settlement on that injury.

(ii) Where a Caregiver obtains a judgement or settlement for damages in respect of an injury for which she/he has received accident pay the Employer's liability to pay accident pay shall cease from the date of such judgement or settlement provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the Employer the Caregiver shall pay to her/his Employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

(iii) Where a Caregiver obtains a judgement or settlement for damages against a person other than the Employer in respect of an injury for which she/he has received accident pay the Employer's liability to pay accident pay shall cease from the date of such judgement or settlement provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the Employer the Caregiver shall pay to her/his Employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

(k) Insurance against liability

Nothing in this part shall require an Employer to insure against her/his liability for accident pay.

(l) Variations in compensation rates

Any changes in compensation rates under the Act shall not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.

(m) Death of a Caregiver

All rights to accident pay shall cease on the death of a Caregiver.

(n) Commencement

This clause shall only apply in respect of incapacity arising from an injury occurring or

recurring on or after August 1975.

31. NOTICE OF TERMINATION

(a) Notice of termination by the Employer

(i) In order to terminate the employment of a Caregiver the Employer shall give to the Caregiver four weeks written notice or four weeks wages paid.

(ii) In addition to the notice in clause 31(a)(i) above, Caregivers over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.

(iii) Payment in lieu of the notice prescribed in clauses 31(a)(i) and/or 31(a)(ii) hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice, and part payment in lieu of notice.

(iv) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the Caregiver's employment had continued until the end of the required period of notice, the Employer would have become liable to pay to the Caregiver because of the employment continuing during that period. That total must be calculated on the basis of:

- (1) the Caregiver's ordinary hours of work (even if not standard hours); and
- (2) the amounts ordinarily payable to the Caregiver in respect of those hours, including (for example) allowances, loading and penalties; and
- (3) any other amounts payable under the Caregiver's contract of employment

(v) The period of notice in this clause does not apply:

- (1) in the case of dismissal for serious misconduct;
- (2) to Caregivers engaged for a specific period of time or for a specific task or tasks;
- (3) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
- (4) to casual Caregivers.

(vi) Continuity of service shall be calculated in the manner prescribed under this Agreement.

(b) Notice of termination by Caregiver

(i) The notice of termination required to be given by a Caregiver shall be the same as that required of an Employer, save and except that there shall be no additional notice based on the age of the Caregiver concerned.

(ii) If a Caregiver fails to give the notice specified in clause 31(a)(i) the Employer has the right to withhold monies due to the Caregiver to a maximum amount equal to the amount the Caregiver would have received under clause 31(a)(iv), less any notice given by the Caregiver.

(c) Job search entitlement

Where an Employer has given notice of termination to a Caregiver, a Caregiver shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Caregiver after consultation with the Employer.

(d) Where the system of work provides for the taking of accrued days off (ADO) and a Caregiver's employment is terminated:

(i) if one or more ADOs have been granted in advance, or an ADO has been taken during the work cycle in which the Caregiver is terminated service with the Employer.

(ii) if a Caregiver has not worked a complete twenty-day four-week or five-week cycle, he or she shall receive pro rata accrued entitlements for each day worked or regarded as having been worked (i.e. paid leave) in such cycle payable for the accrued day off.

32. EXAMINATION LEAVE

(a) Qualified Caregivers shall be granted leave with full pay in order to attend examinations necessary to obtain higher qualifications relevant to the classifications in this Agreement, in consultation with the Employer.

(b) The amount of leave to be granted shall be such as to allow the Caregiver to proceed to the place of examination and, in addition, to allow one clear working day other than a Saturday or a Sunday for pre-examination study if this is desired.

(c) Any leave granted under the provisions of this clause shall be exempt from, and in addition to, the provisions of clause 25 - Annual leave.

33. QUALIFICATION ALLOWANCE

(a) Higher Qualification Allowance

A Caregiver who holds an additional post graduate qualification, which in view of the Department Head, in consultation with the Human Resources Manager, has a direct and significant relevance to the duties they perform within the department shall receive an allowance as follows:

(i) Post Graduate Diploma or Masters – 7.5% of the Grade 1 Year 3 rate of pay;

(ii) Fellowship or Doctorate – 10% of the Grade 1 Year 3 rate of pay.

(b) The higher qualification allowance cannot be claimed in respect of the base qualification that leads to registration or enables the Caregiver to practice as a Health Professional in their relevant discipline or area of practice.

34. ENTRY LEVEL – NEW GRADUATES

(a) A Caregiver who holds:

(i) a four (4) year undergraduate qualification; or

(ii) a three (3) year undergraduate qualification and either, holds an Honours degree, or is required to do a 12 month internship,

will be classified as, or deemed to have been classified as, and paid at the rate of Grade 1 3rd year of experience after qualification.

(b) Any Caregiver classified as Grade 1 2nd year of experience after qualification will be reclassified as and have their rate of pay adjusted to that of Grade 1 3rd year of experience after qualification. Such Caregivers will thereafter receive his or her subsequent incremental increase on the anniversary of his or her qualification.

(c) Any Caregiver who holds a three (3) year undergraduate qualification will be classified as, or deemed to have been classified as, and paid at the rate of Grade 1 2nd year of experience after qualification.

(d) A Caregiver who holds or is qualified to hold the degree of Master of science shall be entitled to be classified as a Grade 1, 3rd year of experience after qualification.

(e) A Caregiver who holds or is qualified to hold the degree of Doctor of Philosophy shall be entitled to be classified as a Grade 1, 5th year of experience after qualification.

35. PROFESSIONAL DEVELOPMENT

(a) The parties to this Agreement recognize that there is a shared responsibility for professional development and in the maintenance of knowledge and skills of Caregivers.

(b) All Caregivers are entitled to up to five (5) days professional development leave per financial year in addition to other prescribed leave entitlements. A part-time Caregiver will be entitled to such leave on a pro-rata basis.

(c) Professional development leave is cumulative over two financial years.

(d) An application for this leave, nominating the preferred date(s) will be made in writing to the Chief/ Manager providing a brief description of the nature of the professional development activity to be undertaken.

(e) The application must be made at least six (6) weeks prior to the requested date(s) and will be approved by the Chief/ Manager unless there are exceptional circumstances that exist that justify non-approval. The applicant will be notified in writing if the leave is approved or not within seven (7) days of the request being made. If leave is not granted the reasons will be included in the notification.

(f) Where a Caregiver attends approved professional development training on a non rostered day the Caregiver shall be entitled to time off in lieu at the ordinary hourly rate of pay for each hour of attendance at such training up to a maximum of 7.6 hours per day.

(g) Caregivers are eligible to receive an allowance of \$1000 per financial year, pro rata for part time Caregivers, for professional development and education expenses, including course materials. This allowance is cumulative over two financial years.

(h) Such payment is to facilitate access by Caregivers to courses, conferences, seminars or resources which will result in the development of relevant skills and knowledge.

(i) This payment will be made in full or part within 30 days on the production by the Caregiver of a receipt for reimbursement or by direct payment by the Employer on production of the necessary documentation and details for payment.

(j) In-service education is also provided. Attendance at in-service education sessions nominated by the Employer to be of a compulsory nature will be paid.

36. STUDY LEAVE

(a) The Employer will grant a Caregiver, upon application, four (4) hours paid leave per week for a period of twenty-six (26) weeks per annum in order for the Caregiver to undertake post graduate study which is of direct relevance to the Caregiver's functional work area.

(b) A part-time Caregiver will be entitled to study leave on a pro-rata basis.

(c) A Caregiver wishing to take study leave in accordance with this clause must apply in writing to the Employer at least six (6) weeks' prior to the proposed leave date. The

Caregiver's request should include:

(i) details of the course and institution at which the Caregiver is enrolled or proposes to enroll; and

(ii) Details of the relevance of the course to the Caregiver's employment. The proposed duration of the course.

(d) The Employer will notify the Caregiver of the success or otherwise of the application as soon as practicable after the application is made.

(e) Leave pursuant to this Clause does not accumulate from year to year.

37. SHIFT ALLOWANCES

(a) The allowances payable pursuant to this clause shall be calculated to the nearest five cents, portions of a cent being disregarded.

Early Morning and Afternoon Shift

(b) In addition to any other rates prescribed elsewhere in this Agreement a Caregiver whose rostered hours of ordinary duty finish between 6.00 p.m. and 8.00 a.m. or commence between 6.00 p.m. and 6.30 a.m. shall be paid an amount equal to 2.5% of the rate applicable to first year of experience after qualifications for that Caregiver per rostered period of duty.

Night and Permanent Night Shift

(c) Provided that in the case of a Caregiver working on any rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00 a.m. he or she shall be paid for any such period of duty an amount equal to 4% of the rate applicable to the first year of experience for that Caregiver, and provided further that in the case of a Caregiver permanently working on any such rostered hours of ordinary duty he or she shall be paid for any such period of duty an amount equal to 5% of the rate applicable to the first year of experience for that Caregiver. Permanently working shall mean working for any period in excess of four consecutive weeks.

38. MEAL ALLOWANCE

(a) A Caregiver shall either be supplied with a meal or be paid a meal allowance when:

(i) overtime in excess of one hour is worked after the usual time of ceasing work for the day; or

(ii) recalled to duty outside of usual working hours for a period in excess of two hours, and when the time of such recall coincides with or over-runs normal hospital

meal time.

(b) The meal allowance shall be increased in accordance with the percentage wage increases prescribed by this Agreement.

(c) The meal allowance shall be:

- (i) \$12.76 from the first full pay period on or after 11 October 2018
- (ii) \$13.08 from the first full pay period on or after 1 July 2019; and
- (iii) \$13.41 from the first full pay period on or after 1 July 2020.

39. JURY SERVICE

(a) A Caregiver other than a casual Caregiver, required to attend for jury service during his or her ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of ordinary salary he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.

(b) A Caregiver shall notify his or her Employer as soon as possible of the date upon which he or she is required to attend for jury service. Further the Caregiver shall give his or her Employer proof of his or her attendance at the court, the duration of such attendance and the amount received in respect of such jury service.

40. REDUNDANCY

(a) Discussion before Termination

Where the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on Caregivers of the Employer, the Employer shall consult with affected Caregivers in accordance with clause 9 - Consultation Regarding Change of this Agreement.

(b) Transfer to lower paid duties

Where a Caregiver is transferred to lower paid duties for reasons set out in clause 40(a) the Caregiver shall be entitled to the same period of notice of transfer as she/he would be entitled to if her/his employment had been terminated, and the Employer may at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks' notice still owing.

(c) Severance pay

In addition to the period of notice prescribed for termination, a Caregiver whose employment is terminated for reasons set out in clause 40(a) shall be paid the following

amount of severance pay in respect of a period of continuous service:

Period of Continuous Service	Redundancy Payment
Less than 1 year	Nil
1 year but less than 2 years	4 weeks
2 years but less than 3 years	6 weeks
3 years but less than 4 years	7 weeks
4 years but less than 5 years	8 weeks
5 years but less than 6 years	10 weeks
6 years but less than 7 years	12 weeks
7 years but less than 8 years	14 weeks
8 years but less than 9 years	16 weeks
9 years but less than 10 years	18 weeks
10 years but less than 11 years	20 weeks
11 years but less than 12 years	22 weeks
12 years but less than 13 years	24 weeks
13 years but less than 14 years	26 weeks
14 years but less than 15 years	28 weeks
15 years and over	30 weeks

(d) Definitions

"Week's pay" means the ordinary time rate of pay for the Caregiver concerned.

(e) Caregiver Leaving During Notice Period

A Caregiver whose employment is terminated for reasons set out in clause 40(a) may terminate her/his employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had she/he remained with the Employer until the expiry of such notice. Provided in such circumstances the Caregiver shall not be entitled to payment in lieu of notice.

(f) Alternative Employment

Where the Employer offers the Caregiver a comparable position no severance payment is payable. A comparable position is one that has terms and conditions substantially similar to, and considered on an overall basis, no less favourable than the terms and conditions of employment the Caregiver has in the position that is being made redundant.

(g) Time off Period of Notice

(i) During the period of notice of termination given by the Employer a Caregiver shall

be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

(ii) If the Caregiver has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Caregiver shall, at the request of the Employer, produce proof of attendance at an interview or she/he shall not receive payment for the time absent.

(iii) For this purpose a statutory declaration will be sufficient.

(h) Caregivers with Less Than One Year's Continuous Service

This clause does not apply to Caregivers with less than one year's continuous service.

(i) Caregivers Exempted

This clause shall not apply where employment has been terminated because the conduct of a Caregiver justifies instant dismissal or in the case of casual Caregivers, or Caregivers engaged for a specific period of time or for a specified task or tasks.

41. DAYLIGHT SAVING

If a Caregiver works on a shift during the daylight saving change over period, that Caregiver will be paid at ordinary time or the applicable shift rate for the actual hours worked.

42. SALARY PACKAGING PROCEDURE

(a) SJGHC has Concessional Tax Status ("CTS") status for Fringe Benefits Tax purposes and as a result is able to offer salary packaging to its Caregivers.

(b) Where SJGHC or the new Employer, through a transfer of business, do not enjoy CTS status with the Australian Taxation Office (ATO), SJGHC or the Employer as described above will not be obliged to salary package and may at any time cease the salary packaging arrangements with the Caregiver.

(c) Salary packaging is the sacrifice or substitution of salary for other benefits, provided that the total cost to SJGHC will be no greater than if all the Caregiver's entitlements had been taken as PAYG salary. The cost of the benefit (including taxes and administrative expenses) is deducted from the gross salary of a Caregiver to arrive at the cash component. Gross salary does not include SJGHC's contribution to compulsory and/or contributory superannuation.

(d) By agreement between SJGHC and the Caregiver, the rate of pay specified by this Agreement may be salary packaged in accordance with the SJGHC Salary Packaging policy as applying from time to time.

(e) Salary packaging may be entered into on a voluntary basis and is an arrangement for the

payment of wages or salary payable under this Agreement whereby the total remuneration is broken into a cash and a non-cash /benefits component.

(f) Caregivers are encouraged to seek independent financial advice prior to entering into any form of salary packaging and SJGHC will not be responsible for that advice or any outcome which may result there from.

(g) Where legislative e.g. Fringe Benefit Tax Act 1988 and/or Income Tax Assessment Act or other changes have the effect of reducing or withdrawing the personal benefits identified/resulting from this Agreement, SJGHC will not be liable to make up the salary benefits lost by a Caregiver as a consequence of such change and where other changes have the effect of increasing the cost of packaging to SJGHC, then these costs will either be paid by the Caregiver participating in packaging or the Caregiver may choose to cease the arrangement.

(h) The parties agree that in the event that the salary packaging ceases to be an advantage to a Caregiver, or a Caregiver decides, for whatever reason, to stop participating in salary packaging, arrangements will be made to reinstate as salary the agreed amount packaged. Any costs associated with the conversion to salary will be borne by the Caregiver and SJGHC will not be liable to make up any benefit lost as a consequence of a Caregiver's decision to convert to salary.

(i) The cost of salary packaging is the reasonable cost incurred by the Caregiver as levied and varied from time to time.

43. CHANGE OF SHIFT ALLOWANCE

(a) In the case of a Caregiver who changes from working on one shift to working on another shift the time of commencement of which differs by four hours or more than from that of the first she/he shall be paid an amount equal to 4% of the rate applicable to first year of experience after qualifications for that Caregiver per rostered period of duty on the occasion of each such change. The change of shift allowance provided for under the Agreement is not payable to Caregivers in the following circumstances:

- Where the Caregiver agrees to a request from another Caregiver or Caregivers for a change in the shift.
- Where there is an intervening period of 48 hours or more off duty inclusive of leave, weekends, accrued days off, rostered days off and public holidays (including substituted days off).
- Where the commencement times of shifts change by mutual agreement between the Caregiver and SJGHC.

44. ON CALL/ RECALL

(a) On call allowance

(i) An on call allowance of 2.5% of the rate for Grade 1 year 2 shall be paid to a Caregiver in respect to any 12 hour period or part thereof during which the Caregiver is on call during the period commencing from the time of finishing ordinary duty on Monday and the termination of ordinary duty on Friday.

(ii) The allowance shall be 5% of the rate for Grade 1 year 2 in respect to any other 12 hour period or part thereof or any public holiday or part thereof.

(b) Minimum payment for recall to duty

(i) A minimum payment of three (3) hours, at the appropriate rate, will be paid where the Caregiver is recalled to duty outside normal working hours. If a Caregiver leaves the hospital and is recalled within three (3) hours from the commencement of their last period of recall, this is a separate recall and will be paid accordingly. Recall is paid at the following rates:

- Within a spread of twelve hours from the commencement of the last previous period of ordinary duty – time and a half.
- Outside a spread of twelve hours from the commencement of the last period of ordinary duty – double time.
- By mutual agreement with the Employer a Caregiver shall be allowed to take time off in lieu of overtime.

(ii) Where a Caregiver is required to be on call, the Employer will provide a mobile phone for the purposes of recall to duty

(c) On call and rostered overtime

Full time Caregivers who are rostered on call or who perform rostered overtime on 10 or more weekends per annum will be entitled to an additional five (5) days annual leave. This entitlement is in addition to the weekend worker entitlement provided by this Agreement – but both entitlements cannot be claimed for the same bodies of work. Leave loading does not apply to leave accrued under this clause.

(d) Break between shifts

(i) When recall work is necessary it should be so arranged that Caregivers have at least ten consecutive hours off duty between midnight and the commencement of the next period of ordinary duty.

(ii) A Caregiver who works so much recall between midnight and the commencement of the next succeeding rostered period of duty, that they would have at least ten consecutive hours off duty between those times, shall subject to this clause 44(d) be released after completion of such recall worked until they have had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

(iii) If on the instructions of the Employer, a Caregiver resumes or continues work without having had ten consecutive hours off duty they shall be paid at the rate of double time until they are released from duty for such rest period and they shall then be entitled to be absent until they have had eight consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence. If a Caregiver resumes work of their own volition overtime will be computed in accordance with this Agreement. A Caregiver who resumes work voluntarily shall be entitled without loss of pay to attend to washing and meals.

45. VEHICLE ALLOWANCE

(a) Should a Caregiver be required to use his or her vehicle for transport from home to place of work and return outside of normal hours, the Caregiver is to receive such allowance in accordance with the ATO rates.

(b) Any Caregiver who is recalled to the Employer's premises for any purpose shall be provided with transport (i.e. taxi or hire car) for the outward and return journeys at the Caregiver's request and the Caregiver shall not be responsible for the payment of such transport.

(c) Where a Caregiver is required to travel during normal working hours on Employer business, he or she shall be provided with transport and the Caregiver shall not be responsible for the payment of such transport.

(d) Notwithstanding anything contained in this clause, where the Employer does not provide transport and a Caregiver agrees to use his or her vehicle during normal working hours on Employer business, the Caregiver is to receive such an allowance corresponding with the ATO rates.

(e) Any approved fares incurred by a Caregiver in the performance of his or her duty shall be reimbursed by the Employer.

46. SPECIAL CLOTHING AND UNIFORMS

(a) Where a Caregiver is required by the Employer to wear any special clothing or uniform, the Employer shall provide such special clothing or uniforms to the Caregiver at no cost to the Caregiver.

(b) Where such Caregiver's special clothing or uniform is not laundered at the expense of the Employer, the Employer shall pay the Caregiver a laundry allowance.

(c) The laundry allowance shall be increased in accordance with the percentage wage increases prescribed by this Agreement.

- (d) The laundry allowance shall be:
- (i) \$0.36 per shift or \$1.67 per week from the first full pay period on or after 11 October 2018
 - (ii) \$0.37 per shift or \$1.71 per week from the first full pay period on or after 1 July 2019; and
 - (iii) \$0.38 per shift or \$1.76 per week from the first full pay period on or after 1 July 2020.

47. DAMAGED CLOTHING ALLOWANCE

(a) Where a Caregiver, in the course of his or her employment, suffers any damage to or soiling of clothing or other personal effects, (excluding female hosiery), the Employer shall be liable for the replacement, repair or cleaning of such clothing or personal effects provided immediate notification is given of such damage or soiling.

(b) This clause shall not apply in a case where the damage or soiling is occasioned by the negligence of the Caregiver.

48. SOLE ALLOWANCE

A Caregiver who is the only person employed in one of the below listed classifications shall be paid, in addition to their appropriate rate, an allowance per week at the rate of 5% of the weekly wage of a Grade 1, first year of experience:

- Physiotherapist;
- Occupational Therapist;
- Speech Pathologist;
- Orthoptist;
- Podiatrist;
- Recreation Therapist; or
- Cardiac Technologist.

49. PAID EMERGENCY SERVICES LEAVE

At the discretion of the Employer, whose discretion will be exercised on the basis of operational requirements and what is reasonable in a particular circumstance, the Employer will facilitate a Caregiver who is a member of a voluntary emergency relief organization such as the Country Fire Authority, Red Cross, St John Ambulance and the State Emergency Service to be released from normal duty without loss of pay (up to a maximum of three shifts per year) to assist in regard to a critical incident where a local emergency situation arises that requires the attendance of the Caregiver.

50. FLEXIBILITY ARRANGEMENTS

(a) The Employer and Caregiver covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

(i) the agreement deals with 1 or more of the following matters:

- (1) arrangements about when work is performed;
- (2) overtime rates;
- (3) penalty rates;
- (4) allowances;
- (5) leave loading; and

(ii) the arrangement meets the genuine needs of the Employer and Caregiver in relation to 1 or more of the matters mentioned in clause 50(a)(i); and

(iii) the Employer and the individual Caregiver must have genuinely made the agreement without coercion or duress.

(b) The Employer must ensure that the terms of the individual flexibility arrangement:

(i) are about permitted matters under section 172 of the *Fair Work Act 2009*; and

(ii) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and

(iii) result in the Caregiver being better off overall than the Caregiver would be if no arrangement was made.

(c) The Employer must ensure that the individual flexibility arrangement:

(i) is in writing; and

(ii) includes the name of the Employer and Caregiver; and

(iii) is signed by the Employer and Caregiver and if the Caregiver is under 18 years of age, signed by a parent or guardian of the Caregiver; and

(iv) includes details of:

- (1) the terms of this Agreement that will be varied by the arrangement; and
- (2) how the arrangement will vary the effect of the terms; and
- (3) how the Caregiver will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

(v) states the day on which the arrangement commences.

(d) The Employer must give the Caregiver a copy of the individual flexibility arrangement within 14 days after it is agreed to.

(e) The Employer or Caregiver may terminate the individual flexibility arrangement:

- (i) by giving no more than 28 days written notice to the other party to the arrangement; or
- (ii) if the Employer and Caregiver agree in writing — at any time.

51. RELIGIOUS HOLIDAY SUBSTITUTION

A Caregiver may by mutual agreement with the Employer substitute a gazetted public holiday with a nominated religious holiday. Where there is agreement for a religious holiday is nominated to be a substitute and the Caregiver works on the gazetted holiday, the Caregiver will be paid at ordinary time. Applications are to be made in writing to the relevant Department Head at least four (4) weeks in advance of the given gazetted holiday falling due, stating the gazetted holiday and religious holiday to be substituted.

52. CLASSIFICATION AND RECLASSIFICATION

(a) The grades and classification of all Caregivers will be determined consistent with the classification descriptors in Schedule 1 – Employment Classifications and based on the following criteria:

- (i) The nature of the work;
- (ii) The level of skill or responsibility involved in doing the work;
- (iii) The conditions under which the work is done;
- (iv) The duties performed; and
- (v) Any relevant qualification and experience.

(b) A Caregiver's classification and grade is not determined by:

- (i) The Caregiver's performance;
- (ii) The staffing profile; and/or
- (iii) Budgetary considerations.

(c) The Employer shall notify each Caregiver in writing on commencement of their classification and terms of employment.

(d) The Caregiver may apply, in writing, for a reclassification at any time after discussing it with their Manager. The Employer will undertake the evaluation in a fair and reasonable manner, and complete it within 4 weeks of submission of application. The Employer will provide the Caregiver and the Caregiver's Manager with written advice of any reclassification determination. In the case of an unsuccessful reclassification the Employer will also provide the Caregiver with the reasons for the decision. The date of the application if successful will become the operative date.

(e) The Employer shall notify each Caregiver of any alteration to their classification in writing

no later than the operative day of such alteration.

53. HIGHER DUTIES

A Caregiver who is authorised to assume the duties of another Caregiver on a higher classification under this Agreement for a period of five or more consecutive working days shall be paid for the period for which he or she assumed such duties at not less than the minimum rate prescribed for the classification applying to the Caregiver so relieved.

54. REPRESENTATIVE LEAVE

(a) Leave to attend trade union and union delegate courses/seminars shall be as follows:

(i) To a maximum of 3 days per year (1 January to 31 December) for each hospital for the totality of all applications of paid trade union, union delegate training leave, attendance at association conferences, meetings and courses provided that:

(1) the scope, content and level of the courses are directed to the enhancement of the operation of the settlement of dispute/dispute settlement procedure/s;

(2) that two weeks period of notice is provided to the Employer;

(3) the approval of leave must have regard to the operational requirements of the Employer;

(4) this leave shall be paid at the ordinary time rate of pay.

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

55. NOTICE BOARD

The Employer shall make available a Notice Board in the work location accessible to Caregivers for the purpose of authorised representatives posting information.

56. BACKFILL OF LEAVE

(a) The Employer will make every effort to backfill Caregivers who are absent on Long Service, Annual, Parental, Compassionate or Unpaid leave where this leave is for a period of two weeks or more.

(b) This will be achieved by offering additional hours to permanent and/or casual Caregivers in the first instance and by engaging agency or temporary Caregivers where necessary.

57. FAMILY AND DOMESTIC VIOLENCE

(a) General Principle

The Employer recognises that Caregivers sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. The Employer is therefore committed to providing support to Caregivers that experience family violence as an expression of our Organisational Values.

(b) Definition of Family Violence

Family violence includes behaviour by a person towards a family member of that person that:

- (i) is abusive in a physical, sexual, emotional, psychological and/or economic/financial manner;
- (ii) is threatening, coercive, or in any other way controls or dominates the family member;
- (iii) causes that family member to feel fear for the safety or wellbeing of that family member or another person; or
- (iv) causes a child to hear or witness, or otherwise be exposed to the effects of behaviour referred to in clauses 57(b)(i) to (iii).

Family violence for the purposes of this clause 57 also includes family violence as defined in the *Family Violence Protection Act 2008* (Vic).

(c) Eligibility

- (i) Where Caregivers find themselves in a situation of family and/or domestic violence, they may access personal and other forms of leave, including leave without pay, as necessary to help cope during this situation. Caregivers in this situation will also be able to access support as per the Employer's Caregivers Facing Hardship Policy (the Policy) as amended from time to time, a copy of which is available on the Employer's intranet. Caregivers will also be provided with free independent counselling assistance to support them during such a time.
- (ii) Managers will exercise compassion, flexibility and confidentiality in considering applications for leave to support those involved in family and domestic violence.

(d) General Measures

A Caregiver experiencing family violence may raise the issue with their immediate supervisor, union delegate or other person identified by the Caregiver . The Policy details the appropriate contacts should the Caregiver wish to seek assistance through that Policy.

(e) Evidence of family violence

(i) Where a Caregiver wishes to access an entitlement found in this clause 57, evidence may be required by the Employer and can be provided in the form of an agreed document issued by the Police Service, a Court, a registered health practitioner, a Family Violence Support Service, district nurse, maternal and health care nurse or Lawyer. A signed Victorian or Commonwealth statutory declaration can also be offered as evidence.

(ii) All personal information concerning family violence will be kept confidential in line with the Employer's policies and relevant legislation. No information relating to family violence will be kept on a Caregiver's personnel file without their express written permission.

(iii) No adverse action will be taken against a Caregiver if their attendance or performance at work suffers as a result of experiencing family violence.

(iv) The Employer may develop guidelines to supplement this clause 57 that details the appropriate action to be taken if a Caregiver reports family violence.

(f) Support

(i) A Caregiver who discloses that they are experiencing family violence will be given information about and access to all available support and assistance, including:

(1) assistance outlined in the Policy, which may include the provision of financial assistance and/or the granting of paid leave in addition to existing leave entitlements; and

(2) the services offered by the Employee Assistance Program (EAP), and/or other available local Caregiver support resources. Where possible, the EAP will include professionals trained specifically in family violence.

(ii) A Caregiver who supports a person experiencing family violence may utilise their personal/carer's leave entitlement to accompany them to court, to hospital, or to care for children. The Employer may require evidence consistent with clause 57(e)(i) from a Caregiver seeking to utilise their carer's leave entitlement.

(g) Changes to Working Arrangements

(i) In order to provide support to a Caregiver experiencing family violence and to provide a safe work environment to all Caregivers, the Employer will consider any request from a Caregiver experiencing family violence for flexible working arrangements and can only refuse such a request on reasonable business grounds. Flexible working arrangements may include:

(1) temporary or ongoing changes to a Caregiver's span or pattern of hours and/or shift patterns;

(2) temporary or ongoing job redesign or changes to duties;

(3) temporary or ongoing relocation to suitable employment, including to other work sites;

(4) a change to a Caregiver's telephone number or email address to avoid harassing contact; and/or

(5) any other appropriate measure including those available under this Agreement or legislation.

(ii) Any temporary changes should be reviewed at agreed intervals. When a Caregiver is no longer experiencing family violence, the Caregiver may choose to have their terms and conditions of employment revert back to the terms and conditions applicable to the Caregiver's substantive position.

58. PERFORMANCE AND DISCIPLINE

(a) Misconduct

(i) The Employer will at all times maintain fidelity to its Values and comply with its statutory obligations when addressing allegations of misconduct.

(ii) Caregivers who make allegations of misconduct in good faith will be provided with support and will not be treated adversely. Similarly, Caregivers who have had allegations made against them will be treated in a respectful manner and will be provided with the allegations made against them in writing, including all relevant information and details of any evidence, and given reasonable opportunity to provide a written and verbal response.

(iii) Where allegations are of a serious nature, Caregivers may be stood down with pay until such time as an investigation process is completed.

(iv) Investigations into alleged misconduct will be conducted confidentially in as timely a manner as possible and free from bias and conflict of interest. External assistance may be engaged to assist as appropriate. At all times the Employer will ensure that the requirements of procedural fairness and natural justice are met in dealing with any allegation of misconduct against a Caregiver.

(v) Where it is appropriate, matters involving allegations of misconduct will be dealt with informally and without record.

(vi) A Caregiver is entitled to be represented by a person or organisation of their choice including the HSU. A reasonable opportunity is to be provided for a support person or representative of the Caregiver's choice to attend all interviews or meetings conducted by the Employer with the Caregiver.

(vii) Where it is determined, after following the processes in this clause, that disciplinary action is warranted, any disciplinary action taken against a Caregiver must be proportionate to the misconduct committed.

(b) Performance

(i) When a performance issue arises informal feedback should be provided to the Caregiver in a timely, confidential, constructive and supportive manner ensuring the Caregiver feels respected and supported.

(ii) In the situation of serious and/or ongoing performance issues or where the informal feedback has not been successful in addressing the problem, then the manager will commence formal performance management proceedings by identifying in writing to the Caregiver what the issue/s are and inviting them to meet and discuss the issues of concern.

(iii) The Caregiver must be given specific examples of the poor performance and an opportunity to respond, raise issues/objections and to seek clarification. At all times the Employer will ensure that the requirements of procedural fairness and natural justice are met in dealing with any performance issue involving a Caregiver.

(iv) Where it is determined after meeting with the Caregiver that there are serious and/or ongoing performance issues, the outcome of the discussion should be

captured in a Performance Improvement Plan (PIP) which outlines clear performance expectations and measurable outcomes along with any training to be undertaken and include set, reasonable time frames for improvement and review.

(v) A Caregiver is entitled to be represented by a person or organisation of their choice including a Union. A reasonable opportunity is to be provided for a support person or representative of the Caregiver's choice to attend all interviews or meetings conducted by the Employer with the Caregiver.

59. TRANSITION TO RETIREMENT

(a) A Caregiver may advise the Employer in writing of their intention to retire within the next five years and participate in a transition to retirement arrangement.

(b) Transition to retirement arrangements may be proposed and, where agreed, implemented as:

- (i) a flexible working arrangement, including an individual flexibility arrangement;
- (ii) an agreement in writing between the parties; or
- (iii) any combination of the above.

(c) A transition to retirement arrangement may include but is not limited to:

- (i) a reduction in the Caregivers' FTE/working hours;
- (ii) a Job share arrangement; and/or
- (iii) working in a position at a lower classification or rate of pay.

(d) The Employer will consider, and not unreasonably refuse to agree to a request by a Caregiver who wishes to transition to retirement:

- (i) to use accrued Long Service Leave (LSL) or Annual Leave for the purpose of reducing the number of days worked per week while retaining their previous employment status; and/or
- (ii) be appointed to a role that has a lower hourly rate of pay or hours.

SCHEDULE 1: EMPLOYMENT CLASSIFICATIONS

1. The following are the classifications covered by this Agreement: Art Therapy, Cardiac Technology, Diversional Therapy, Exercise Physiology, Medical Library, Health Information Management/Medical Record Administration, Music Therapy, Occupational Therapy, Orthoptics, Physiotherapy, Podiatry, Recreation Therapy, Social Work and Speech Pathology.

2. A Caregiver appointed to a higher grade shall be paid at the rate within that grade immediately above their previous rate of pay. The Employer will appoint a Caregiver to a higher grade where the work the Caregiver is required to perform by the Employer on an ongoing basis is described by the higher grade.

3. For the purposes of classifying all Chief and Deputy Chief positions it will be necessary to divide the number of hours worked by relevant professionals (including interns) or total staff as the case may be, in that department by 38 with any fraction being taken to the next whole number. In addition when classifying Chief positions in Art Therapy, Cardiac Technology, Diversional Therapy, Exercise Physiology, Medical Library, Health Information Management/Medical Record Administration, Music Therapy, Occupational Therapy, Orthoptics, Physiotherapy, Podiatry, Recreation Therapy, Social Work and Speech Pathology a Chief position which is classified two grades or more below that of an allied Chief (that is either in the therapy stream or the radiation related stream) in the employ of the same Employer, shall be reclassified to the next available Chief grade.

4. Chief structure for amalgamated departments

(a) Where hospital departments covered by this Agreement amalgamate as a consequence of a hospital amalgamation the Senior Chief shall be remunerated according to the total numbers of staff in the amalgamated institution in accordance with the provisions of this Agreement.

(b) In addition each Campus will be entitled to a Chief position based on the staff numbers at each site.

(c) No Deputy Chief positions will exist under this structure

5. Progression through pay points

Progression for all classifications for which there is more than one wage point shall be by annual increments, having regard to the acquisition and utilisation of skills and knowledge through experience in the Caregivers practice setting(s) over such period.

Definitions

6. Art Therapy

(a) Art Therapist Grade 1 (Qualified)

Must hold a Masters degree in art therapy which provides eligibility for professional membership of the Australia and New Zealand Art Therapy Association, or other qualification deemed equivalent by the Employer.

(b) Art Therapist Grade 2

An Art Therapist appointed to the grade with additional responsibilities e.g.:

- Teaching of therapy students; or
- Is in charge of an Art Therapy section of the therapy department.

7. Cardiac technology

(a) Cardiac Technologist Grade 1 (Qualified)

A person employed as such who holds an appropriate Bachelor of Science Degree, Bachelor of Applied Science Degree or equivalent as recognised by the Employer.

(b) Cardiac Technologist Grade 2

A Cardiac Technologist appointed to the grade with additional responsibilities e.g.:

- Teaching of Cardiac Technology students; or
- Employed on work which requires special knowledge or depth of experience, e.g. in echocardiography, electrophysiology, cardiac catheterisation, holtermonitor interpretation; or
- Supervision of cardiology staff.

(c) Cardiac Technologist Grade 3

A Cardiac Technologist with at least seven years post graduate experience, possessing extensive knowledge in one or more specific branches of the profession, with a proven record in teaching and/or research, and working in an area that requires high levels of specialised knowledge and performance. Parameters for this position would include some of the following: consultative role, lecturing in their clinical speciality, teaching undergraduate and/or post graduate students and providing education to staff from other disciplines.

(d) Deputy Chief Cardiac Technologist

A qualified Cardiac Technologist appointed to assist and to deputise for the Chief Cardiac Technologist:

- Grade 1 - Where the Chief is classified at Grade 2;
- Grade 2 - Where the Chief is classified at Grade 3 or higher.

8. Diversional Therapy

(a) Diversional Therapist Grade 1 (Qualified)

Must hold a health science or applied science bachelor degree in leisure, recreation or diversional therapy recognised by the Diversional Therapy Association of Australian National Council, or other qualification deemed equivalent by the Employer.

(b) Diversional Therapist Grade 2

A Diversional Therapist appointed to the grade with additional responsibilities e.g.:

- Teaching of therapy students; or
- Is in charge of a diversional therapy section of the therapy department.

9. Exercise Physiology

(a) Exercise Physiologist Grade 1 (Qualified)

Must hold a bachelor degree in exercise and sports science, or other qualification deemed equivalent by the Employer.

(b) Exercise Physiologist Grade 2

An Exercise Physiologist appointed to the grade, with additional responsibilities e.g.:

- Teaching of Exercise Physiologist students; or
- Employed on work which requires special knowledge and depth of experience.

10. Library

(a) Medical Librarian Grade 1 (Qualified)

A person who is eligible for Associate membership of the Australian Library and Information Association of Australia.

(b) Medical Librarian Grade 2

A Medical Librarian appointed to the grade with additional responsibilities e.g.:

- A librarian in a teaching hospital with university clinical Departments on site; or

- A librarian, who is required to apply specialised knowledge, and to be in charge of one or more of the following areas on the recommendation of the librarian in charge:
 - Computerized information retrieval;
 - Interlibrary loans; or
 - another such area recognised by the Employer.

11. Health Information Manager (“HIM”)/ Medical Records Administrator

(a) HIM Grade 1 (Qualified)

A person whose qualifications make her/him eligible to be a full member of the Health Information Management Association of Australia Limited.

(b) HIM Grade 2

A HIM appointed to the grade with additional responsibilities e.g.:

- Responsible for clinical trial/data management at recognised trials including national and international trials; or
- Appointed in charge at a department where no other HIM is employed; or
- Employed on work which requires special knowledge and depth of experience.

(c) HIM Deputy Chief Grade 1

A qualified HIM responsible to the Chief HIM (Grade 2) and appointed to act as his or her deputy.

(d) HIM Deputy Chief Grade 2

A qualified HIM responsible to the Chief HIM (Grade 3) and appointed to act as his or her deputy.

(e) HIM Chief Grade 1

A person appointed as such and who is a qualified HIM (as defined) and is responsible for the administration and control of the Health Information Department in which at least one and less than three additional full-time HIM’s (as defined) are employed.

(f) HIM Chief Grade 2

A person appointed as such and who is a qualified HIM (as defined) and is responsible for the administration and control of the Health Information Department in which at least three and less than five additional full-time HIM’s (as defined) are employed.

(g) HIM Chief Grade 3

A person appointed as such and who is a qualified HIM (as defined) and is responsible for the administration and control of the Health Information Department in which more than five additional full-time HIM's (as defined) are employed.

12. Music therapy

(a) Music Therapist Grade 1 (Qualified)

A person with a tertiary degree or an equivalent qualification in the field of music therapy or such courses recognised by the Australian Music Therapy Association as being equivalent.

(b) Music Therapist Grade 2

A Music Therapist appointed to the grade with additional responsibilities e.g.:

- Teaching of therapy students; or
- Is in charge of a Music Therapy section of the therapy department.

13. Occupational therapy

(a) Occupational Therapist Grade 1 (Qualified)

A person who is eligible to be registered as an Occupational Therapist under the National Registration and Accreditation Scheme with the Occupational Therapy Board of Australia.

(b) Occupational Therapist Grade 2

An Occupational Therapist appointed to the grade, with additional responsibilities e.g.:

- Teaching of occupational therapy students; or
- Is in charge of a section of the Occupational Therapy department.

14. Orthoptics

(a) Orthoptist Grade 1 (Qualified)

A person holding a qualification recognised by the Orthoptic Board of Australia.

(b) Orthoptist Grade 2

An Orthoptist appointed to the grade, with additional responsibilities e.g.:

- Teaching of Orthoptic students; or
- Employed on work which requires special knowledge and depth of experience; or
- Is in charge of a section of the Orthoptic Department

15. Physiotherapy

(a) Physiotherapist Grade 1 (Qualified)

A person holding a Degree or Diploma issued by or approved by relevant tertiary institution and recognised and approved by the Employer and/or who is eligible to be registered as a Physiotherapist under the National Registration and Accreditation Scheme with the Physiotherapy Board of Australia.

(b) Physiotherapist Grade 2

A Physiotherapist appointed to the grade, with additional responsibilities e.g.:

- Teaching of Physiotherapy students; or
- Employed on work which requires special knowledge and depth of experience in any one or more of the following: neurosurgery, surgical thoracic, plastic surgery, cerebral palsy, traumatic spinal cord lesions; or
- Is in charge of a section of the Physiotherapy Department

16. Podiatry

(a) Podiatrist Grade 1 (Qualified)

A person who is eligible to be registered as a Podiatrist under the National Registration and Accreditation Scheme with the Podiatry Board of Australia.

(b) Podiatrist Grade 2

A Podiatrist appointed to the grade, with additional responsibilities e.g.:

- Teaching of Podiatry students; or
- Employed on work which requires special knowledge or depth of experience in any one or more of the following: diabetes mellitus peripheral vascular disease, cerebro-vascular accident, arthroses, orthotic/prosthetic therapy, nail surgery and local anaesthesia; or
- Is in charge of a Section or Annexe of the Podiatry Department.

17. Recreation therapy

(a) Recreation Therapist Grade 1 (Qualified)

A person employed as such with a degree or equivalent in Recreation or Physical Education and employed in a Rehabilitation Hospital, clinic or service, a geriatric home, hospital or centre, hostel giving residential care, nursing home, convalescent home or retirement home, lodge or village.

(b) Recreation Therapist Grade 2

A Recreation Therapist appointed to the grade with additional responsibilities e.g.:

- Teaching of therapy students; or
- Is in charge of a recreation therapy section of the therapy department.

18. Social work

(a) Social Worker Grade 1 (Qualified)

A person whose qualifications make him or her eligible for membership of the Australian Association of Social Workers and who is formally employed as a Social Worker.

(b) Social Worker Grade 2

A Social Worker appointed to the grade with additional responsibilities e.g.:

- Teaching of Social Work students; or
- Employed on work requires special knowledge and depth of experience in any one or more of the following:
 - Individual and family and/or group practice; or
 - Program development and management; or
 - Research/evaluation.
- Is in charge of a section of the Social Work Department.

19. Speech pathology

(a) Speech Pathologist Grade 1 (Qualified)

A person holding a Bachelor of Applied Science in Speech Pathology or an equivalent qualification as recognised by Speech Pathology Australia.

(b) Speech Pathologist Grade 2

A Speech Pathologist appointed to the grade, with additional responsibilities e.g.:

- Supervision of Speech Pathology Students; or
- Is in charge of a section of the Speech Pathology Department recognised by the Employer.

20. General definitions

(a) Senior Clinician – Grade 3

A Physiotherapist, Occupational Therapist, Exercise Physiologist, Speech Pathologist or

Social Worker with at least seven years' experience, possessing specific knowledge in a branch of the profession and working in an area that requires high levels of specialist knowledge. Parameters of this position would include some of the following: consultative role, lecturing in their clinical speciality, teaching under graduates and/or post-graduate students and providing education to staff from other disciplines.

(b) All other Deputy Chief positions

A person qualified in the profession and appointed to assist and to deputise for the Chief where the Chief is classified at Grade 2 or higher.

(c) All other Chief positions

A person appointed as such and immediately responsible to the Medical Director for the organisation of the department and the supervision of staff.

(i) Chief Grade 1

A person in charge of 1 to 5 full-time professionals and or other Caregivers totalling at least 6 in number.

(ii) Chief Grade 2

A person in charge of 6 to 14 full-time professionals and/or other Caregivers totalling at least 15 in number.

(iii) Chief Grade 3

A person in charge of 15 to 24 full-time professionals and/or other Caregivers totalling at least 26 in number.

(iv) Chief Grade 4

A person in charge of 25 to 39 full-time professionals and/or other Caregivers totalling at least 36 in number.

(v) Chief Grade 5

A person in charge of 40 and over full-time professionals and/or other Caregivers totalling at least 46 in number.

APPENDIX 1 –WAGE RATE SCHEDULE

CLASSIFICATIONS	Current Rate	FFPPOA 11/10/18 2.50%	FFPPOA 01/07/19 2.50%	FFPPOA 01/07/20 2.50%
Grade 1 (Qualified)	\$ Per Week	\$ Per Week	\$ Per Week	\$ Per Week
Year 1	1,142.88	1,171.45	1,200.74	1,230.76
Year 2	1,228.22	1,258.93	1,290.40	1,322.66
Year 3	1,301.36	1,333.89	1,367.24	1,401.42
Year 4	1,393.53	1,428.37	1,464.08	1,500.68
Year 5	1,463.65	1,500.24	1,537.75	1,576.19
Year 6	1,539.06	1,577.54	1,616.97	1,657.40
Year 7	1,580.16	1,619.66	1,660.16	1,701.66
Grade 2				
Year 1	1,539.06	1,577.54	1,616.97	1,657.40
Year 2	1,627.98	1,668.68	1,710.40	1,753.16
Year 3	1,709.48	1,752.22	1,796.02	1,840.92
Year 4	1,821.79	1,867.33	1,914.02	1,961.87
Year 5	1,840.60	1,886.62	1,933.78	1,982.12
Senior Clinician - Grade 3, Cardiac Technologist Grade 3, Health Information Manager Grade 3				
Year 1	1,896.66	1,944.08	1,992.68	2,042.50
Year 2	1,964.26	2,013.37	2,063.70	2,115.29
Year 3	2,017.00	2,067.43	2,119.11	2,172.09

Year 4	2,129.48	2,182.72	2,237.28	2,293.22
Deputy Chief Grade 1, Deputy Chief Cardiac Technologist Grade 1, HIM Deputy Chief Grade 1				
Year 1	1,896.66	1,944.08	1,992.68	2,042.50
Year 2	1,964.26	2,013.37	2,063.70	2,115.29
Chief Grade 1, HIM Chief Grade 1				
Year 1	1,896.66	1,944.08	1,992.68	2,042.50
Year 2	1,964.26	2,013.37	2,063.70	2,115.29
Year 3	2,017.00	2,067.43	2,119.11	2,172.09
Deputy Chief Grade 2, Deputy Chief Cardiac Technologist Grade 2, HIM Deputy Chief Grade 2				
Year 1	1,896.66	1,944.08	1,992.68	2,042.50
Year 2	1,964.26	2,013.37	2,063.70	2,115.29
Year 3	2,017.00	2,067.43	2,119.11	2,172.09
Year 4	2,129.48	2,182.72	2,237.28	2,293.22
Chief Grade 2, HIM Chief Grade 2				
Year 1	2,129.48	2,182.72	2,237.28	2,293.22
Year 2	2,230.09	2,285.84	2,342.99	2,401.56
Chief Grade 3, HIM Chief Grade 3	2,307.69	2,365.38	2,424.52	2,485.13
Chief Grade 4	2,385.29	2,444.92	2,506.05	\$2,568.70
Chief Grade 5	2,631.54	2,697.33	2,764.76	2,833.88

APPENDIX 2: HOSPITALS COVERED BY THIS AGREEMENT

St John of God Hospital Ballarat
St John of God Hospital Bendigo
St John of God Hospital Berwick
St John of God Hospital Geelong
St John of God Frankston Rehabilitation Hospital
St John of God Pinelodge Clinic
St John of God Hospital Warrnambool

SIGNATORIES TO THE AGREEMENT

I am authorised to sign this Agreement on behalf of ST JOHN OF GOD HEALTHCARE INC.



SIGNATURE

Eve Dawson, Group Manager Human Resources and Employee Relations

PRINT NAME AND TITLE

Address: 10/454 Scarborough Beach Road, OSBORNE PARK WA 6017

Date 15 October 2018

I am authorised to sign this Agreement on behalf of the HEALTH SERVICES UNION VICTORIA
NO. 3 BRANCH /a the VICTORIAN ALLIED HEALTH PROFESSIONALS ASSOCIATION


SIGNATURE

PRINT NAME AND TITLE

Address:

Date:

Craig McGregor, Branch secretary
351 William street
west Melbourne
VIC, 3003

17/10/2018 -

Dear Deputy President Masson

St John of God Health Care (Vic Hospitals) Allied Health Professionals Enterprise Agreement 2018 – 2021 (AG2018/5951)

Written undertakings under section 190 of the *Fair Work Act 2009*

St John of God Health Care hereby undertakes the following in relation to the *St John of God Health Care (Vic Hospitals) Allied Health Professionals Enterprise Agreement 2018 - 2021*:

1. A new sub-clause 23(c)(iv) will be added which states "Any accrued time off in lieu of payment for overtime that has not been taken will be paid to the Caregiver upon termination."
2. Sub-clause 19(a) will be amended to read "*A casual Caregiver is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by an Employer in accordance with the Employer's requirements, without the requirement of prior notice by either party, but does not include a Caregiver who could properly be classified under clauses 17 - Full-time employment, 18 - Part-time employment. The minimum period of engagement for a Casual Caregiver will be not less than 3 hours.*"
3. This Agreement shall incorporate the provision of sub-clause 10.5 Right to request casual conversion of the *Health Professionals and Support Services Award 2010*, as varied from time to time.

Signed for and on behalf of the employer



Eve Dawson

Group Manager HR & Employee Relations

12 February 2019