[2025] FWCA 483

DECISION

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

St John Of God Health Care Inc T/A St John Of God Health Care
(AG2024/5271)

ST JOHN OF GOD HEALTH CARE INC. (VICTORIA) ALLIED HEALTH PROFESSIONALS ENTERPRISE AGREEMENT 2024

Health and welfare services

DEPUTY PRESIDENT BOYCE SYDNEY, 6 FEBRUARY 2025

Application for approval of the St John of God Health Care Inc. (Victoria) Allied Health Professionals Enterprise Agreement 2024

[1] An application has been made for the approval of an enterprise agreement to be known as the *St John of God Health Care Inc. (Victoria) Allied Health Professionals Enterprise Agreement 2024* (**Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**Act**). It has been made by St John Of God Health Care Inc T/A St John Of God Health Care and John of God Outreach Services (**Employers**). The Agreement is a single enterprise agreement.

Undertakings

[2] The Employers have provided written undertakings dated 5 February 2025. Those undertakings are attached at **Annexure A** to this decision and become terms of the Agreement. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement (as compared to the relevant provisions of the *Health Professionals and Support Services Award 2020* and that the undertakings will not result in substantial changes to the Agreement.

Coverage of employee organisation(s)

[3] The Health Services Union Victoria No. 3 Branch trading as the Victorian Allied Health Professionals Association, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants to be covered by the Agreement. In accordance with s.201(2) of the Act, I note that the Agreement covers this organisation.

Conclusion

[4] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188, 190, 193 and 193A of the Act, as are relevant to this application for approval, have been met.

[5] I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 13 February 2025. The nominal expiry date of the Agreement is 30 June 2027.

DEPUTY PRESIDENT

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ANNEXURE A

ST JOHN OF GOD
Health Care

THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/5271

Applicant:
St John of God Health Care Inc.

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Nicholas Olds, A/Manager Employee and Industrial Relations for St John of God Health Care Inc. give the following undertakings with respect to the St John of God Health Care (Victoria) Allied Health Professionals Enterprise Agreement 2024 ("the Agreement"):

1. I have the authority given to me by St John of God Health Care Inc. ("the Employer") to provide this undertaking in relation to the application before the Fair Work Commission.

2. The Employer provides an undertaking that Clause 20 (b) (ii) will not be used to withhold any entitlements provided for in the National Employment Standards and will only be used where the employee has provided specific authorisation to deduct from wages.

3. Clause 30(j) – Public holidays: The Employer undertakes that the words 'full time' that are appear as strikethrough shall not form part of the sub-clause. Accordingly, clause 30(j) will read and be applied as:

    Notwithstanding the provisions of subclause 30(i), in respect of Easter Saturday, an Employee who ordinarily works Monday to Friday only and who does not work Easter Saturday, shall be entitled to receive:

    (i) one days' extra pay;

    or where there is mutual consent:

    (ii) within four (4) weeks following the date on which such holiday occurred, the Employee may take one day off in lieu; or

    (iii) have one day added to their annual leave balance.

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St John of God Health Care
ARBN 051960 911 ABN 21 930 207 958
(Limited Liability) Incorporated in
Western Australia

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

N J Olds	5 February 2025
Signature	Date

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

ST JOHN OF GOD HEALTH CARE INC.

(VICTORIA) ALLIED HEALTH PROFESSIONALS

ENTERPRISE AGREEMENT

2024

1. ARRANGEMENT

The Agreement is arranged as follows:

2. NAME OF THE AGREEMENT

This Agreement shall be called the *St John of God Health Care Inc. (Victoria) Allied Health Professionals Enterprise Agreement 2024* ('the Agreement').

3. PARTIES TO THE AGREEMENT

The parties to this Agreement are:

(a) St John of God Health Care Inc. and St John of God Outreach Services ("the Employer").

(b) Allied Health Professionals employed by the Employer in Victoria in the classifications contained in Schedule 1 – Employment Classifications of this Agreement (hereinafter referred to as "Employees").

4. APPLICATION FOR COVERAGE

(a) This Agreement is made under section 172 of the *Fair Work Act 2009 ("the Act")*. 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, trading as the Victorian Allied Health Professionals Association ("VAHPA") when the Agreement is made in order for the VAHPA to apply under section 183 of the Act to be covered by the Agreement.

(c) It is the intention of this Agreement that the VAHPA will be covered by this Agreement.

5. SCOPE OF THE AGREEMENT

This Agreement contains all the terms and conditions of employment for Employees covered by the Agreement and shall apply to all Employees employed by the Employer in Victoria to perform work, after the Agreement commences operation, in the classifications listed in Schedule 1.

6. DATE AND PERIOD OF OPERATION

(a) 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 2027, and thereafter in accordance with the Act.

(b) The parties agree that discussions shall commence for a new Agreement six (6) 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 or location (including electronically) at the workplace so as to be easily read by all Employees.

8. RELATIONSHIP TO THE NATIONAL EMPLOYMENT STANDARDS

Entitlements in accordance with the National Employment Standards ("NES") are provided for under the Act. 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 an Employee 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 Employee. The provisions in this Agreement otherwise apply.

9. DEFINITIONS

For the purposes of this Agreement:

(a) "The Act" means the *Fair Work Act 2009.*

(b) "Award" means the *Health Professionals and Support Services Award 2020*, as amended from time to time.

(c) "Employee" means an Allied Health Professional staff member employed by the Employer as outlined in subclause 3(b).

(d) "The Employer" means St John of God Health Care Inc. and St John of God Outreach Services.

(e) "Experience" means for the purpose of Appendix 1 – Wage Rate Schedule, experience in accordance with the classifications specified at Schedule 1 – Employment Classifications within the last five (5) years, excluding any leave provisions in this Agreement.

(f) "FFPPOA" means the First Full Pay Period on or After.

(g) "FWC" shall mean the Fair Work Commission.

(h) "Immediate family" of an Employee means:

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

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

(iii) “spouse” includes a former spouse.

(iv) “de facto” partner of an Employee, which:

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

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

(i) “Service” and “Continuous Service” are as defined by section 22 of the Act.

(j) “Workplace Delegate” means a person appointed or elected, in accordance with the rules of an employee organisation, to be a delegate or representative (however described) for members of the Employer at a site covered by this agreement.

10. CONSULTATION REGARDING CHANGE

Major Workplace Change

(a) Subclauses 10(a) to 10(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 Employees of the Employer.

(b) The Employer must notify the relevant Employees of the decision to introduce the major change. The relevant Employees may appoint a representative, which may be a representative from VAHPA, for the purposes of the procedures in this clause. If a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and the Employee or Employees 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 Employees:

(i) the introduction of the change; and

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

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

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

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

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

(g) If a term in the 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 Employees if it results in the termination of the employment of Employees; or major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; 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 Employees; or the need to relocate Employees to another workplace; or the restructuring of jobs.

(i) In this term, relevant Employees means the Employees 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 Employees, the Employer must notify relevant Employees of the proposed change and subclauses 10(k) to 10(o) apply.

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

(l) If:

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

   (ii) The Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

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

   (i) discuss with the relevant Employees the introduction of the change; and

   (ii) for the purposes of the discussion, provide to relevant Employees:

      (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 Employees; and

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

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

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

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

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

11. 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 Employee or Employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the Employee or Employees 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 FWC 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 an Employee has a reasonable concern about an imminent risk to their 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 (7) days, unless this is not reasonably practicable, in which case the above steps shall take place without unreasonable delay.

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

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

12. WAGES

(a) Wage rates are as outlined in Appendix 1 – Wage Rate Schedule and will include increases as set out in the table below:

FFPPOA 1 July 2024	FFPPOA 1 July 2025	FFPPOA 1 July 2026
3.0%	3.0%	3.0%

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

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

13. PAYMENT OF WAGES

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

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

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

14. SUPERANNUATION

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

(b) Contributions shall at the option of the Employee be paid into any complying superannuation fund or scheme as nominated by the Employee.

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

(d) If, after commencement of employment, an election is not made by an Employee, contributions will be paid into:

(i) the Employee's stapled super fund; or

(ii) Health Employees' Superannuation Trust Australia (HESTA). HESTA provides a "MySuper product" and is the Employer's nominated fund.

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

(f) Superannuation is to be paid to the Employee on the paid portion of parental leave.

15. SALARY PACKAGING PROCEDURE

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

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

(c) Salary packaging is the sacrifice or substitution of salary for other benefits, provided that the total cost to the Employer will be no greater than if all the Employee'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 an Employee to arrive at the cash component. Gross salary does not include the Employer's contribution to compulsory and/or contributory superannuation.

(d) By agreement between the Employer and the Employee, the rate of pay specified by this Agreement may be salary packaged in accordance with the Employer's 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) Employees are encouraged to seek independent financial advice prior to entering into any form of salary packaging and the Employer will not be responsible for that advice or any outcome which may result there from.

(g) Where legislative e.g. *Fringe Benefit Tax Act 1986* and/or *Income Tax Assessment Act 1997* or other changes have the effect of reducing or withdrawing the personal benefits identified/resulting from this Agreement, the Employer will not be liable to make up the salary benefits lost by an Employee as a consequence of such change and where other changes have the effect of increasing the cost of packaging to the Employer, then these costs will either be paid by the Employee participating in packaging or the Employee may choose to cease the arrangement.

(h) The parties agree that in the event that the salary packaging ceases to be an advantage to an Employee, or an Employee 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 Employee and the Employer will not be liable to make up any benefit lost as a consequence of an Employee's decision to convert to salary.

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

16. TYPES OF EMPLOYMENT

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

(i) full-time Employees;

(ii) part-time Employees;

(iii) fixed term or temporary Employees;

(iv) casual Employees; or

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

17. FULL-TIME EMPLOYMENT

Except as provided in clause 21 - Hours of Work, an Employee who is ready, willing and able 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 Employee is one who is employed and who is ready, willing and able 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 Employee is employed on a part-time basis they 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 / carer's leave and holidays shall apply on a pro rata basis to part-time Employees.

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

(i) the span of hours that the Employee may be rostered within a fortnight. This span of hours shall include which shifts the Employee may be rostered to work; and

(ii) the days of the week the Employee may be rostered to work within a fortnight; and

(iii) the agreed minimum number of contracted hours to be worked per fortnight.

(d) No part-time Employee shall be directed to work in excess of their rostered ordinary hours. However, may agree to work additional hours at the ordinary time rate of pay or at the overtime rate of pay as set out in clause 27 – Overtime.

19. CASUAL, FIXED TERM OR TEMPORARY EMPLOYMENT
Casual Employment

(a) A casual Employee is defined at section 15A of the Act.

(b) A casual Employee shall be paid the minimum hourly rate applicable to the classification and pay point, reflected in Schedule 1, in which they are employed plus an additional loading of:

(i) 25% for all hours worked on weekdays (being the casual loading)
(ii) 75% for all hours worked on Saturdays and Sundays (inclusive of the casual loading);
(iii) 175% for all hours worked on a Public Holiday (inclusive of the casual loading.

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

(d) A casual Employee will be entitled to overtime in accordance with the entitlement criteria set out at sub-clause 27(d). Payment shall be made in accordance with sub-clause 27(e) with the loadings applying to the base rate of pay. The casual Employee will also be entitled to the 25% casual loading on the base rate of pay during overtime work.

(e) The provisions of clause 20 – Notice of Termination, clause 29 – Annual Leave, clause 31 – Personal / Carer's Leave (except in so far as it expressly applies to casual Employees), clause 34 – Long Service Leave, and clause 41 – Professional Development Leave & Allowance shall not apply in the case of a casual Employee. Casual Employees shall be entitled to leave as set out in the NES.

(f) Casual Conversion will apply in accordance with the NES, as summarised in the Casual Employee Information Statement.

Fixed Term or Temporary Employment

(g) Provided an agreement is reached in writing, the Employer may employ an Employee either:

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

(ii) as a temporary Employee who is employed on hours which may or may not be fixed for a period not exceeding three (3) months.

(h) If the period of engagement exceeds that provided for in this clause or the Employee engaged pursuant to this clause is re-engaged within five (5) weeks (in addition to the total period of accrued annual leave paid on termination), the Employee shall be deemed to have been originally employed under clause 17 - Full-time Employment, or clause 18 - Part-time Employment.

(i) Employees engaged as either fixed term Employees or temporary Employees 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 Employees engaged as temporary Employees under this clause, shall be one (1) week.

(j) An Employee can only be engaged in fixed term employment in accordance with the provisions of the Act.

20. NOTICE OF TERMINATION

(a) Notice of termination by the Employer

(i) Other than during the probationary period, where 1 week's written notice will apply, in order to terminate the employment of an Employee the Employer shall give to the Employee four (4) weeks' written notice or four (4) weeks' wages paid.

(ii) In addition to the notice in subclause (a)(i) above, Employees over 45 years of age at the time of the giving of the notice with not less than two (2) years' continuous service, shall be entitled to an additional one (1) week's notice or wages paid.

(iii) Payment in lieu of the notice prescribed in subclauses (a)(i) and/or (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 Employee's employment had continued until the end of the required period of notice, the Employer would have become liable to pay to the Employee because of the employment continuing during that period. That total must be calculated on the basis of:

(1) the Employee's ordinary hours of work (even if not standard hours); and

(2) the amounts ordinarily payable to the Employee in respect of those hours, including (for example) allowances, loading and penalties; and

(3) any other amounts payable under the Employee'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 Employees engaged for a specific period of time or for a specific task or tasks; or

(3) to casual Employees.

(b) Notice of termination by Employee

(i) The notice of termination required to be given by an Employee 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 Employee concerned.

(ii) If an Employee fails to give the notice specified in subclause (b)(i) the Employer has the right to withhold monies due to the Employee to a maximum amount equal to 1 week or the amount the Employee would have received under subclause (a)(iv), less any notice given by the Employee, whichever is lesser.

(c) Job search entitlement

Where an Employer has given notice of termination to an Employee, an Employee shall be allowed up to one (1) 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 Employee after consultation with the Employer.

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

(i) if one (1) or more ADOs have been granted in advance, or an ADO has been taken during the work cycle in which the Employee is terminated service with the Employer.

(ii) if an Employee has not worked a complete twenty-day four-week or five-week cycle, they 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.

21. HOURS OF WORK

(a) The ordinary hours of a full-time Employee shall be as follows:

(i) 76 hours per fortnight (as averaged over an agreed period of up to four (4) weeks);

(ii) Up to 10 shifts per fortnight (except as otherwise agreed);

(iii) Up to 7.6 hours a shift (except where agreement is reached to work up to 10 ordinary hours).

(b) Ordinary hours may be worked over any day of the week, Monday to Sunday inclusive.

21A. EMPLOYEE RIGHT TO DISCONNECT

(a) Section 333M of the FW Act provides for a right to disconnect. This means that unless it is unreasonable to do so, an employee may refuse to monitor, read or respond to contact, or attempted contract, from their Employer.

(b) However, sub-clause (a) does not prevent the Employer from requiring the employee to monitor, read or respond to contact, or attempted contact, from the Employer outside of the employee's working hours where:

(i) the employee is entitled to be paid the on call allowance under clause 46; and

(ii) the Employer's contact is to notify the employee they are required to attend or perform work; and

(iii) the Employer's contact is in accordance with the usual arrangements for such notification.

(c) Further, sub-clause (a) does not prevent the Employer from contacting or attempting to contact an employee outside of working hours in circumstances including to notify them of:

(i) an emergency roster change under clause 22(b);
(ii) a recall to work under clause 46; or
(iii) the availability of vacant or additional shifts (for example in line with clause 35(b) of this Agreement).

22. ROSTER OF HOURS

(a) The ordinary hours of work for each Employee will be displayed on a fortnightly roster in a place conveniently accessible to Employees. The roster will be posted at least two (2) weeks before the commencement of the roster period.

(b) Seven (7) 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 Employee is absent from duty on account of illness or in an emergency.

(c) Unless the Employer otherwise agrees, an Employee desiring a roster change will give seven (7) days' notice except where the Employee is ill or in an emergency.

23. MAKE-UP TIME

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

(b) An Employee on shift work may elect, with the consent of the Employer, to work make-up time under which the Employee 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.

(c) Where an Employee works make-up time, in accordance with this clause, the terms of any agreement to work make-up time, including relevant details of the time taken off and when that time is made up, must be set out in the time and wages records kept pursuant to the Act.

24. DAYLIGHT SAVING

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

25. SATURDAY AND SUNDAY WORK

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

(b) All ordinary duty performed by a casual Employee on Saturday or Sunday shall be paid for at the rate of time and three-quarters, inclusive of casual loading.

(c) Any re-call to duty on a Saturday or Sunday shall be paid in accordance with clause 27 - Overtime and/or clause 46 - On call and Recall, as applicable.

26. MEAL AND REST BREAKS

(a) Employees working shifts greater than five (5) hours, shall be granted an unpaid meal interval of not less than 30 minutes and not more than 60 minutes. The meal interval is to be taken no earlier than two (2) hours and no later than six (6) hours after commencing the shift.

(b) Where an Employee is required by the Employer to work through their meal break, they shall be paid time and one-half for that time worked. Provided that time shall not be counted as time worked for the purposes of clause 27 – Overtime.

(c) Employees shall be entitled to one (1) paid ten-minute rest interval per four (4) hours worked.

27. OVERTIME

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

(i) any risk to Employee health and safety;

(ii) the Employee's 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 Employee of their intention to refuse it; and

(v) any other reasonable matter.

(b) In accordance with subclause 18(d) the Employer may request, and a part-time Employee may agree to work additional hours at the ordinary time rate of pay. When work is performed in excess of the ordinary hours of work of a full-time Employee as set out in subclause (d) below, or greater than 7.6 hours in a shift, the part-time employee will be entitled to overtime as set out in this clause 27 – Overtime.

(c) Only overtime authorised by the Employer shall be paid.

(d) Time worked in excess of ordinary hours of a full-time Employee, ie:

(i) 76 hours per fortnight (as averaged over an agreed period of up to four (4) weeks);

(ii) Up to 10 shifts per fortnight (except as otherwise agreed); or

(iii) Up to 7.6 hours a shift (except where agreement is reached to work up to 10 ordinary hours);

shall be deemed overtime.

(e) Overtime for full-time and part-time Employees shall be paid at:

(i) Monday to Friday: 150% of the minimum hourly rate for the first two (2) hours and then 200% of the minimum hourly rate after the first two (2) hours;

(ii) Saturday or Sunday: 200% of the minimum hourly rate;

(iii) Public holiday: 250% of the minimum hourly rate.

Time off in Lieu of Overtime

(f) An Employee may elect, with the consent of the Employer, to receive time off in lieu of the payment for overtime worked. Time off in lieu accrues at the applicable overtime rate. For example, if an Employee is entitled to two (2) hours of overtime at time and a half, they would accrue three (3) hours of time off in lieu. Such time in lieu shall be taken as mutually agreed between the Employer and the Employee, provided that accrual of such leave shall not extend beyond a 28 day period. If at any point the Employee asks that payment be made, the Employer will make payment to the Employee at overtime rates.

(g) Any accrued time off in lieu that has not been taken and is owing to the Employee at the time of termination will be paid to the Employee at the relevant overtime rates.

28. PARENTAL LEAVE

(a) Employees are entitled to parental leave in accordance with the provisions of the Act, as amended from time to time.

(b) Where a permanent Employee is eligible for parental leave under the Act in accordance with subclause 28(a) they shall be entitled to access one of the following types of paid parental leave:

(i) Primary caregiver leave, where the Employee is the primary caregiver at the time of birth:

1. Period of leave commencing on commencement of the Agreement: Twelve (12) weeks' paid leave if the Employee is the primary caregiver at the time of the birth.
2. Period of leave commencing FFPPOA 1 July 2025: Thirteen (13) weeks
3. Period of leave commencing FFPPOA 1 July 2026: Fourteen (14) weeks

(ii) Partner leave: three (3) weeks' paid partner leave at the time of the birth or adoption of the child, or earlier as agreed, if the Employee is not the primary caregiver.

(iii) Payment shall be made at the commencement of leave and paid at the Employee's ordinary weekly rate of pay. The payment shall be calculated by averaging the Employee's average weekly hours of employment for the 12 months preceding the commencement of the leave.

(iv) Superannuation is to be paid to the Employee on the paid portion of parental leave.

(v) 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.

(vi) Unpaid leave taken under the provision of this clause shall not contribute towards continuous service, however shall not break an Employee's continuity of service.

(c) An Employee shall be entitled to work until their expected date of delivery, provided they provide an additional medical certificate from their treating medical practitioner six (6) weeks immediately prior to the expected date of birth, or earlier if requested by the Employer. The medical certificate must specify that the Employee is fit to work for the final six (6) weeks of pregnancy or part thereof.

(d) Annual Leave and Long Service Leave may be taken in conjunction with a period of unpaid Parental Leave. If the employee does so, the taking of that other paid leave does not break the continuity of the period of unpaid parental leave.

(e) Special parental leave

(i) Where the pregnancy of an Employee not then on parental leave terminates other than by the birth of a living child, the Employee 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 Employee is entitled to paid parental leave not exceeding the amount of paid parental leave available under subclause 28(b)(i).

(ii) Where an Employee is suffering from an illness not related to the direct consequences of the pregnancy, an Employee may take any paid personal leave to which they are entitled in lieu of, or in addition to, special parental leave.

(iii) Where an Employee not then on parental leave suffers an illness related to their pregnancy, they may take any paid personal leave to which they are then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before their 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 Employee make it inadvisable for the Employee to continue at their present work, the Employee shall be transferred to an appropriate safe job where one is available at no less than the rate and on the conditions applicable to their job prior to the transfer to the safe job, until the commencement of parental leave.

(ii) If there is no appropriate safe job available, the Employee shall be entitled to "paid no safe job leave" for the period it is inadvisable for them 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 Employee at the Employee's base rate of pay for the Employee'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 Act.

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

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

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

(i) An Employee will notify of their intention to return to work after a period of parental leave at least four (4) weeks prior to the expiration of the leave.

(ii) An Employee will be entitled to return to the position which they held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to subclause 28(f) the Employee 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 Employee is qualified and is capable of performing, the Employee 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 Employee because:

(1) the Employee or Employee's partner is pregnant; or

(2) the Employee is or has been immediately absent on parental leave.

(h) Communication during parental leave

(i) Where an Employee is on parental leave and the Employer makes a decision that will have a significant effect on the status, pay or location of the Employee'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 Employee held before commencing parental leave; and

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

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

(iii) The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with subclause 28(h)(i).

(i) Right to request

(i) An Employee entitled to parental leave may request the Employer to allow the Employee:

(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 Employee in reconciling work and parental responsibilities.

(ii) The Employer shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee'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) Employee's request and the Employer's decision to be in writing

(1) The Employee's request and the Employer's decision made under subclauses 28(i)(i)(1) and 28(i)(i)(2) must be recorded in writing.

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

(3) An Employee returning to work from a period of parental leave who wishes to make a request under subclause 28(i)(i)(1) and 28(i)(i)(2) shall endeavour to make such a request as soon as practicable prior to their return to work.

29. ANNUAL LEAVE

(a) Employee's entitlement to leave

(i) An Employee shall be entitled to five (5) weeks of annual leave on ordinary pay per year of service with the Employer. This annual leave includes the additional week provided for by the NES, and therefore, the definition of 'shiftworker' for the purposes of the additional week of annual leave is all employees, other than casual employees.

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

(b) Public holidays occurring during annual leave

If the period during which an Employee takes annual leave includes a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on 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 subclauses 29(g) and 29(j), payment shall not be made or accepted in lieu of annual leave.

(d) Time of taking leave

(i) Annual leave shall be taken at a time determined by mutual agreement between the Employer and the Employee. The Employer must not unreasonably refuse to agree to a request by an Employee to take paid annual leave.

(e) Leave allowed before due date

(i) The Employer and Employee may agree in writing to the Employee taking a period of paid annual leave before the Employee has accrued an entitlement to the leave.

(ii) An agreement must:

(1) state the amount of leave to be taken in advance and the date on which leave is to commence; and

(2) be signed by the Employer and Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.

(iii) The Employer must keep a copy of any agreement under subclause 29(e) as an Employee record.

(iv) If, on the termination of the Employee's employment, the Employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under subclause 29(e), the Employer may deduct from any money due to the Employee on termination an amount equal to the amount that was paid to the Employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

(f) Payment for period of leave

The payment for annual leave will be made in accordance with the normal pay cycle unless by prior agreement between the Employer and the Employee.

(g) Payment of annual leave on termination

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

(h) Weekend worker

(i) an Employee who works for more than four (4) ordinary hours on ten (10) or more weekends during the year in which their annual leave accrues shall be entitled to an additional 1 week of annual leave.

(ii) This annual leave does not attract annual leave loading.

(i) On call and rostered overtime on weekends

(i) Full-time Employees who are rostered on call or who perform rostered overtime on ten (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 in clause 29(h)) above – but both entitlements cannot be claimed for the same bodies of work.

(ii) This annual leave does not attract annual leave loading.

(j) Annual leave loading

An Employee entitled to annual leave shall be paid an annual leave loading on the five (5) weeks accrual each year accrued in accordance with subclause (a)(i). Annual leave loading shall be 17.5% of the ordinary weekly rate of pay for the classification at which the Employee is employed at the commencement of their annual leave.

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

(i) Upon receipt of a written request by an Employee, the Employer may authorise the Employee 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 Employee's remaining accrued entitlement to paid annual leave being less than four (4) weeks;

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

(3) Where an Employee forgoes an entitlement to take an amount of annual leave, the Employer will give the Employee the amount of pay that the Employee is entitled to receive in lieu of the amount of annual leave, plus leave loading that would otherwise have been payable within two (2) 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.

(l) Excess Annual Leave

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

(ii) The Employer will:

(1) ensure Employees have a reasonable opportunity to use their accrued annual leave before their accruals are deemed to be excess;

(2) meet with the Employee and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual;

(3) not unreasonably refuse to agree to requests by Employees to accrue 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

(4) allow Employees to cash out any accrued annual leave in excess of 304 hours in accordance with subclause 29(j) of this Agreement.

(m) Flexible Work Options

(i) Employees 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 Employee 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 Employee.

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

30. PUBLIC HOLIDAYS

(a) An Employee shall be entitled to holidays on the following days:

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

(ii) The following days, as prescribed in Victoria: Australia Day, Anzac Day, King'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 that those set out in subclauses 30(a) and 30(b), those days shall constitute additional holidays for the purpose of this Agreement.

(d) Substitution of public holidays by agreement

 (i) The Employer and an Employee may agree to substitute another day for any day prescribed in this clause.

 (ii) An agreement pursuant to subclause 30(d)(i) shall be recorded in writing and be available to the Employee.

(e) If an Employee works on any public holidays they shall be paid at the ordinary rates of pay for the time so worked, in addition to which, at the Employee's election they shall be entitled to receive:

 (i) one and a half extra days' pay; or

 (ii) one and a half days off in lieu thereof with at least seven (7) days' notice shall be given; or

 (iii) one and a half days shall be added to their annual leave.

 Where no election is made by the Employee prior to the end of the pay period in which the public holiday occurs, they shall receive one and a half extra days' pay.

 The "days" referred to in subclauses 30(e)(i) to 30(e)(iii) above shall be calculated based on the Employee's normal rostered hours of work.

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

(f) Notwithstanding the earlier provisions of this clause a weekend worker (as defined in sub-clause 29(h)) who works on any of the holidays as set out in sub-clause 30(a) shall be entitled (in lieu of any entitlement under sub-clause 30(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.

(g) If, at the end of the yearly period in respect of which their annual leave accrues such weekend worker does not become entitled to additional leave under clause 29 – Annual

Leave, they shall, at the option of the Employer, be entitled to one and a half extra days' pay or one and a half extra days' annual leave for each such holiday on which they were rostered off.

(h) Where an Employee's accrued day off, or formal rostered 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.

(i) Notwithstanding the provisions of subclause 30(b), an Employee who is ordinarily not required to work on a Saturday or Sunday 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 they are required to work on any such public holiday.

(j) Notwithstanding the provisions of subclause 30(i), in respect of Easter Saturday, an ~~full time~~ Employee who ordinarily works Monday to Friday only and who does not work Easter Saturday, shall be entitled to receive:

   (i) one days' extra pay;

   or where there is mutual consent:

   (ii) within four (4) weeks following the date on which such holiday occurred, the Employee may take one day off in lieu; or

   (iii) have one day added to their annual leave balance.

Part-Time Employees

(k) In determining whether a part-time Employee who works a rotating roster is entitled to receive the benefits of a public holiday not worked it is agreed that the roster patterns of the preceding 26 weeks be reviewed. If this review shows that an Employee has worked 50% or more on the particular day of the week on which a particular public holiday falls, the Employee shall be entitled to receive payment for that day.

(l) Where an Employee has been employed by the Employer for less than 26 weeks, in determining whether a part-time Employee who works a rotating roster is entitled to receive the benefits of a public holiday not worked, it is agreed that the roster patterns since their date of commencement be reviewed. If this review shows that an Employee has worked 50% or more on the particular day of the week on which a particular public holiday falls, the Employee shall be entitled to receive payment for that day.

(m) The rate of pay for the day to be paid, as outlined in subclause (j) and (k) above, shall be calculated on the average ordinary hours worked on the qualifying shifts over the preceding 26 week period or period since commencement as appropriate.

For example: A public holiday falls on a Friday. A review of the preceding 26-week period demonstrates that the Employee has worked ordinary hours on 13 of the Fridays on those preceding 26 weeks. Therefore the 50% or more requirement over the preceding 26 weeks has been met. The total number of ordinary hours worked on the identified 13 Friday shifts was 104 hours. Therefore the average hours to be paid equates to 8 hours (i.e. 104 divided by 13 = 8).

31. PERSONAL / CARER'S LEAVE

(a) Amount of paid personal / carer's leave

An Employee, other than a casual Employee, is entitled to the following amount of paid personal / carer's 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 each year in the fifth and following years of service.

(b) Personal / carer's leave as prescribed in subclause (a) above shall accrue progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.

(c) Access to paid personal / carer's leave

(i) Paid personal / carer's leave is available to an Employee, when they are absent:

(1) due to personal illness or injury; or

(2) to provide care or support to an immediate family or household member who requires care or support because of a personal illness, or injury, of the member; or who requires care or support due to an unexpected emergency.

(d) Personal / carer's leave for personal injury or illness

(i) An Employee is entitled to use the full amount of their personal / carer's leave entitlement including accrued leave for the purposes of personal illness or injury.

(ii) Evidence supporting claim

(1) When taking personal / carer's leave for an Employee's own illness or injury, the absence must be certified by a registered health practitioner in accordance with their scope of practice or evidenced by the production of a statutory declaration as soon as reasonably practicable.

(2) An Employee may be absent for one (1) day on personal / carer's leave for personal injury or illness without furnishing evidence of such illness or injury on not more than three (3) occasions in any one (1) year. Where an absence is two (2) days or greater, or the fourth or more single day absence in any year, evidence as per clause 31(d)(ii)(1) is to be provided at the Employer's request.

(iii) Leave taken by an Employee under subclause 31(c)(i) is deducted from the amount of personal / carer's leave under subclause 31(a).

(iv) Where an Employee becomes otherwise unfit for work because of a personal illness or personal injury whilst on annual leave on days which they would otherwise have worked, and forwards to the Employer a certificate issued by a registered health practitioner in accordance with their scope of practice as soon as is reasonably practicable, then the number of days specified in this certificate shall be deducted from any personal leave entitlement standing to the Employee's credit, and shall be re-credited to their annual leave entitlement.

(v) An Employee who contracts an infectious disease in the course of their duties and who is entitled to receive Workers Compensation shall have any difference between Workers Compensation and their ordinary salary made up by the Employer up to but not exceeding three (3) months. An Employee who contracts an infectious disease in the course of their 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 (3) months. Personal / carer's leave granted under this clause shall not be debited against any personal leave which the Employee may have become entitled to under the preceding clauses.

(e) Personal / carer's leave to care for immediate family or household members

(i) The term immediate family is defined in clause 9 - Definitions of this Agreement.

(ii) An Employee is entitled to use their personal / carer's leave, including accrued and accumulated leave, to provide care or support for members of their immediate family or household who require care or support because of a personal illness or personal injury or who require care or support due to an unexpected emergency. Leave may be taken for part of a single day.

(iii) The entitlement to use personal leave is subject to the Employee providing care or support to the person concerned.

(iv) Evidence supporting claim

(1) When taking leave to provide care or support to members of their immediate family or household who are ill or injured and require care and support, the Employee must, if required by the Employer, establish by production of a certificate of a registered health practitioner in accordance with their scope of practice or statutory declaration, that the member experienced personal illness or personal injury and that the illness or injury is such as to require care by another.

(2) When taking leave to provide care or support to members of their immediate family or household who require care or support due to an unexpected emergency, the Employee must, if required by the Employer, establish by production of documentation acceptable to a reasonable person or statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.

(3) The Employee must, where practicable, give the Employer notice prior to the absence of the intention to take leave, and the relationship of the immediate family or household member to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee must notify the Employer by telephone of such absence at the first opportunity.

(v) Each day or part of a day personal / carer's leave taken in accordance with subclause 31(e)(ii) is to be deducted from the amount of personal leave provided in subclause 31(a).

(f) Unpaid personal / carer's leave

Where an Employee has exhausted all paid personal leave entitlements or is a casual, they are entitled to take unpaid personal leave to provide care or support to members of their immediate family or household who are ill or injured and require care or support or who require care or support due to an unexpected emergency. The Employer and the Employee shall agree on the period. In the absence of agreement, the Employee is entitled to take up to two (2) days of unpaid leave per occasion, provided the requirements of subclauses 31(e)(ii) and (iii) are met.

32. COMPASSIONATE LEAVE

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

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

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

(iii) dies.

(b) The entitlement to compassionate leave also applies when:

(i) a child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive; or

(ii) the Employee, or the Employee's current spouse or de facto partner, has a miscarriage.

(c) An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:

(i) to spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in subclause 32(a); or

(ii) after the death of the member of the Employee's immediate family or household referred to in subclause 32(a), or the stillbirth of the child referred to in subclause 32(b)(i); or

(iii) after the Employee, or the Employee's current spouse or de facto partner, has the miscarriage referred to in subclause 32(b)(ii) above.

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

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

(f) If, in accordance with this clause 32 – Compassionate Leave, an Employee, other than a casual Employee, takes a period of compassionate leave, the Employer must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period. For casual Employees, compassionate leave is unpaid leave.

(g) The Employee, 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.

33. FAMILY AND DOMESTIC VIOLENCE

(a) General Principle

The Employer recognises that Employees 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 Employees that experience family and domestic violence as an expression of our Organisational Values.

(b) Definition of Family and Domestic Violence

Family and domestic 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 subclauses 33(b)(i) to (iii).

Family and domestic violence for the purposes of this clause 33 – Family and Domestic Violence also includes family violence as defined in the *Family Violence Protection Act 2008* (Vic).

(c) Entitlement to paid leave

(i) The Employer will provide up to 10 days of paid leave per year for full-time and part-time and casual Employees. This leave is non-cumulative.

(ii) This leave is available in full at the start of each 12-month period of the Employee's employment.

(d) Entitlement to unpaid leave

In addition to paid leave provided for in subclause (c) above, an Employee, including a casual Employee, is entitled to five (5) days' unpaid leave to deal with family and domestic violence, as follows:

(i) the leave is available in full at the start of each 12 month period of the Employee's employment; and

(ii) the leave does not accumulate from year to year; and

(iii) is available in full to part-time and casual Employees.

(e) Support

Employees will also be provided with:

(i) free independent counselling assistance to support them during such a time. The services offered by the Employee Assistance Program (EAP), and/or other available local Employee support resources. Where possible, the EAP will include professionals trained specifically in family and domestic violence.

(ii) the opportunity to apply for the Employer's Employees Facing Hardship Policy. 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

(iii) Managers will exercise compassion, flexibility and confidentiality in considering applications for leave to support those involved in family and domestic violence.

(iv) Changes to Working Arrangements

In order to provide support to an Employee experiencing family and domestic violence and to provide a safe work environment to all Employees, the Employer will consider any request from an Employee experiencing family and domestic 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 an Employee'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 an Employee'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.

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

(f) General Measures

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

(g) Evidence of family and domestic violence

(i) Where an Employee wishes to access an entitlement found in this clause 33 – Family and Domestic Violence, 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 and domestic 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 an Employee's personnel file without their express written permission.

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

(iv) The Employer may develop guidelines to supplement this clause 33 – Family and Domestic Violence that details the appropriate action to be taken if an Employee reports family and domestic violence.

(v) An Employee who supports a person experiencing family and domestic 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 subclause 33(g)(i) from an Employee seeking to utilise their carer's leave entitlement.

34. LONG SERVICE LEAVE

Entitlement

(a) Employees shall be entitled to long service leave (LSL) as hereinafter provided.

(b) An Employee shall be entitled to LSL with pay, in respect of continuous service with the Employer in accordance with the provisions of this Clause.

(c) LSL will accrue progressively at the rate of 1.733 weeks for each year of completed continuous service with the Employer and will be available to be accessed, or paid out upon termination or death, upon the employee completing seven (7) years of continuous service.

(d) An Employee shall be entitled to access their LSL as:

(i) paid leave in accordance with this clause;

(ii) a lump sum payment on termination of employment;

(iii) a lump sum payment to their estate/administrator in the event of their death.

(e) Service entitling to leave

(i) Subject to this subclause service shall also include all periods during which an Employee was serving in Her Majesty's Forces or was made available by the Employer for National Duty.

(ii) For the purposes of this clause 34 – Long Service Leave the meaning of service and continuous service shall be in accordance with section 22 of the Act.

(iii) The Employer shall keep or cause to be kept a long service record for each Employee, containing particulars of service, leave taken and payments made.

(f) Payment for period of leave

(i) Payment to an Employee in respect of LSL shall be made in one of the following ways:

(1) in full in advance when the Employee commences their leave; or

(2) at the same time as payment would have been made if the Employee had remained on duty; in which case payment shall, if the Employee 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 Employee.

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

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

(i) At the request in writing of the Employee, and then by agreement of the Employer, LSL entitlements may be taken as double the quantum of leave at half pay.

(ii) Where the Employee is considering making such a request, the Employer recommends that the Employee 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 Employee in writing an indication of the payment and the tax payable as a result of the Employee choosing double the leave at half pay prior to the request by the Employee being finalised.

(h) Taking of leave

(i) When an Employee becomes entitled to LSL such leave shall be granted by the Employer within six (6) 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 LSL shall be inclusive of any public holiday or accrued day off occurring during the period when leave is taken.

(iii) If the Employer and an Employee so agree:

(1) the first six (6) months LSL to which an Employee becomes entitled under this Agreement may be taken in two (2) or three (3) separate periods or as otherwise agreed; and

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

(i) Definitions

(i) For the purposes of this clause 34 – Long Service Leave the following definitions apply:

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

(2) "Normal Weekly Hours" means the average weekly hours worked over the duration of the Employee's continuous service, or the Employee's normal weekly hours at the time they take long service leave, whichever is the greater.

a. For example, if an Employee worked 38 hours per week (i.e Full-time) for the first five years of their period of continuous employment, and then changed to part-time and worked 30 hours per week for the next five years, at the anniversary of ten years' service, their entitlement to LSL would be 34 hours per week for the 17.33 weeks of LSL (i.e 38 hours + 30 hours, divided by 2 = 34 hours per week).

b. For example, if an Employee worked 30 hours per week (i.e Part-time) for the first five years of their period of continuous employment, and then changed to full-time and worked 38 hours per week for the next five years, at the anniversary of ten years' service, their average weekly hours would be 34 hours (i.e 38 hours + 30 hours, divided by 2 = 34 hours per week). However, their entitlement to LSL if they then took leave would be to be paid 38 hours per week, as this is their current normal weekly hours of work, which is greater than their average weekly hours.

35. BACKFILL OF LEAVE

(a) The Employer will make every effort to backfill Employees who are absent on Long Service, Annual, Parental, Compassionate or Unpaid leave where this leave is for a period of two (2) weeks or more.

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

36. 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 an Employee who is a member of a voluntary emergency relief organisation 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 (3) shifts per year) to assist in regard to a critical incident where a local emergency situation arises that requires the attendance of the Employee.

37. JURY SERVICE

(a) Employees are entitled to Jury Service leave in accordance with the NES and the *Juries Act 2000* (Vic).

(b) An Employee required to attend for jury service during their ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of ordinary salary they would have received in respect of the ordinary time they would have worked had they not been on jury service.

(c) An Employee shall notify the Employer as soon as possible of the date upon which they are required to attend for jury service. Further the Employee shall give the Employer proof of their attendance at the court, the duration of such attendance and the amount received in respect of such jury service.

38. REPRESENTATIVE LEAVE

(a) This Agreement incorporates clause 33A of the Award in relation to workplace delegates' rights. This clause 38 applies where it provides an Employee with a greater entitlement than that found in clause 33A of the Award.

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

(i) To a maximum of three (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 (2) 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.

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

39. EXAMINATION LEAVE

(a) Qualified Employees 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 Employee 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 29 - Annual Leave.

40. STUDY LEAVE

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

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

(c) An Employee 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 Employee's request should include:

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

(ii) details of the relevance of the course to the Employee’s employment; and

(iii) the proposed duration of the course.

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

(e) Leave pursuant to this clause 40 – Study Leave does not accumulate from year to year.

41. PROFESSIONAL DEVELOPMENT LEAVE & ALLOWANCE

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

(b) All Employees are entitled to five (5) days’ professional development leave per financial year in addition to other prescribed leave entitlements. A part-time Employee will be entitled to such leave on a pro-rata basis. This clause shall not apply to casual Employees.

(c) Professional development leave is cumulative over two (2) 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 an Employee attends approved professional development training on a non-rostered day the Employee 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) Employees are entitled to receive an allowance of $1,200 per financial year, pro rata for part-time Employees, for professional development and education expenses, including course materials. This allowance is cumulative over two (2) financial years.

(h) Such payment is to facilitate access by Employees 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, up to the prescribed maximum as outlined in clause 41(g), within 30 days on the production by the Employee 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, in addition to Employees' professional development leave entitlement. Attendance at in-service education sessions nominated by the Employer to be of a compulsory nature will be paid.

42. HIGHER QUALIFICATION ALLOWANCE

(a) An Employee who holds an additional post-graduate qualification, which has a direct and significant relevance to the duties they perform within the department shall receive a higher qualification allowance.

(b) An allowance shall be paid 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.

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

Process

(d) Subject to (a), a qualification allowance in this clause is not payable until the employee has provided evidence of the employee's qualification to the Employer.

(e) Upon commencement of employment, the Employer will take reasonable steps to determine whether or not an Employee holds a qualification that may entitle them to receive a higher qualification allowance.

(f) Where the evidence is accepted by the Employer, payment of the qualification allowance shall commence from the date that evidence is provided to the Employer.

43. SHIFT ALLOWANCES

Early Morning and Afternoon Shift

(a) In addition to any other rates prescribed elsewhere in this Agreement an Employee whose rostered hours of ordinary duty finish after 6.00p.m. and before 8.00a.m. or commence at or after 6.00p.m. and before 6.30a.m. shall be paid an amount equal to 2.5% of the Grade 1, Year 1 weekly rate per rostered shift.

Night and Permanent Night Shift

(b) Provided that in the case of an Employee 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. they shall be paid for any such period of duty an amount equal to 4% of the Grade 1, Year 1 weekly rate per rostered shift, and provided further that in the case of a Employee permanently working on any such rostered hours of ordinary duty they shall be paid for any such period of duty an amount equal to 5% of the Grade 1, Year 1 weekly rate per rostered shift. Permanently working shall mean working for any period in excess of four (4) consecutive weeks.

44. MEAL ALLOWANCE

(a) An Employee shall either be supplied with a meal or be paid a meal allowance when:

(i) overtime in excess of one (1) 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 (2) 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: $16.20 from the FFPPOA the commencement of the Agreement and increased in line with the increases at clause 12.:

(i) $14.37 from the FFPPOA 1 July 2024;

(ii) $14.80 from the FFPPOA 1 July 2025; and

(iii) $15.24 from the FFPPOA 1 July 2026.

45. CHANGE OF SHIFT ALLOWANCE

(a) In the case of an Employee who changes from working on one shift to working on another shift the time of commencement of which differs by four (4) hours or more than from that of the first they shall be paid an amount equal to 4% of the Grade 1, Year 1 weekly rate per rostered shift on the occasion of each such change. The change of shift allowance provided for under the Agreement is not payable to Employees in the following circumstances:

(i) where the Employee agrees to a request from another Employee or Employees for a change in the shift;

(ii) 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); or

(iii) where the commencement times of shifts change by mutual agreement between the Employee and the Employer.

46. ON CALL AND 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 an Employee in respect to any 12-hour period or part thereof during which the Employee 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 an Employee is recalled to duty outside normal working hours.

(ii) Recall is paid at the following rates:

(1) Within a spread of 12 hours from the commencement of the last period of ordinary duty – time and one half.

(2) Outside a spread of 12 hours from the commencement of the last period of

ordinary duty – double time.

By mutual agreement with the Employer, an Employee shall be allowed to take time off in lieu of recall pay, at the appropriate recall rate.

(iii) If an Employee leaves their place of work, 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 according to the rates prescribed in subclause 46(b)(ii).

(iv) Where an Employee is required to be on call, the Employer will provide a mobile phone for the purposes of recall to duty.

(v) Where recall to duty can be managed without the Employee having to return to their workplace, such as by telephone, such Employee will be paid for each 15 minutes or part thereof at the appropriate recall rate. Multiple recalls within a discrete 15-minute period will not attract additional payment.

(c) On call and rostered overtime

Full-time Employees who are rostered on call or who perform rostered overtime on ten (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 in clause 29(h)) above – 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 Employees have at least ten (10) consecutive hours off duty between ceasing recall and the commencement of the next period of ordinary duty.

(ii) An Employee who works so much recall between the cessation of recall and the commencement of the next succeeding rostered period of duty, that they would not have at least ten (10) consecutive hours off duty between those times, shall subject to this subclause 46(d) be released after completion of such recall worked until they have had ten (10) consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

(iii) If on the instructions of the Employer, an Employee resumes or continues work without having had ten (10) 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 ten (10) consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence. If an Employee resumes work of their own volition overtime will be computed in accordance with this Agreement. An Employee who resumes work voluntarily shall be entitled without loss of pay to attend to washing and meals.

47. VEHICLE ALLOWANCE

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

(b) Any Employee 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 Employee's request and the Employee shall not be responsible for the payment of such transport.

(c) Where an Employee is required to travel during normal working hours on Employer business, they shall be provided with transport and the Employee 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 an Employee agrees to use their vehicle during normal working hours on Employer business, the Employee is to receive such an allowance corresponding with the ATO rates.

(e) Any approved fares incurred by an Employee in the performance of their duty shall be reimbursed by the Employer.

48. SPECIAL CLOTHING AND UNIFORMS

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

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

(c) The laundry allowance is at Appendix 2 and shall be increased in accordance with the percentage wage increases prescribed by this Agreement.

49. DAMAGED CLOTHING ALLOWANCE

(a) Where an Employee, in the course of their 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 Employee.

50. SOLE ALLOWANCE

(a) An Employee 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.

51. HIGHER DUTIES

An Employee who is authorised to assume the duties of another Employee on a higher classification under this Agreement for a period of five (5) or more consecutive working days shall be paid for the period for which they assumed such duties at not less than the minimum rate prescribed for the classification applying to the Employee so relieved.

52. 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 Employees of the Employer, the Employer shall consult with affected Employees in accordance with clause 10 - Consultation Regarding Change of this Agreement.

(b) Transfer to lower paid duties

Where an Employee is offered and agrees to be transferred to lower paid duties for reasons set out in subclause 52(a) the Employee shall be entitled to the same period of notice of transfer as they would be entitled to if their 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) Redundancy pay

In addition to the period of notice prescribed for termination, an Employee whose employment is terminated for reasons set out in subclause 52(a) shall be paid the following amount of redundancy 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 Employee concerned.

(e) Employee Leaving During Notice Period

An Employee whose employment is terminated for reasons set out in subclause 52(a) may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had they remained with the Employer until the expiry of such notice. Provided in such circumstances the Employee shall not be entitled to payment in lieu of notice.

(f) Alternative Employment / Redeployment

(i) Where the Employer offers the Employee a comparable position, no redundancy payment is payable where the Employee accepts this offer. 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 Employee has in the position that is being made redundant.

(ii) Where the Employer offers the Employee a comparable position and the Employee rejects this offer, the Employer may apply to the FWC to have the redundancy payment reduced.

(g) Time off During Period of Notice

(i) During the period of notice of termination given by the Employer an Employee shall be allowed up to one (1) days' time off without loss of pay during each week of notice for the purpose of seeking other employment.

(ii) If the Employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Employer, produce proof that they have been undertaking activities related to seeking other employment or they shall not receive payment for the time absent.

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

(h) Employees with Less Than One (1) Years' Continuous Service

This clause does not apply to Employees with less than one (1) years' continuous service.

(i) Employees Exempted

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

53. FLEXIBILITY ARRANGEMENTS

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

(i) the IFA deals with one (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 IFA meets the genuine needs of the Employer and Employee in relation to one (1) or more of the matters mentioned in subclause 53(a)(i); and

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

(b) The Employer must ensure that the terms of the IFA:

(i) are about permitted matters under section 172 of the Act; and

(ii) are not unlawful terms under section 194 of the Act; and

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

(c) The Employer must ensure that the IFA:

(i) is in writing; and

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

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

(iv) includes details of:

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

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

(d) The Employer must give the Employee a copy of the IFA within 14 days after it is agreed to.

(e) The Employer or Employee may terminate the IFA:

(i) by giving no more than 28 days written notice to the other party to the IFA; or

(ii) if the Employer and Employee agree in writing — at any time.

54. 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

Total incapacity in the case of an Employee who is or deemed to be totally incapacitated within the meaning of the *Workers Compensation Act 1958* (hereinafter referred to as the WC 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 WC Act for the week in question and the total 38 hour weekly rate and weekly over Agreement payment for a day Employee which would have been payable under this part for the Employee's normal classification of work for the week in question if they had been performing their 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 an Employee who is or deemed to be partially incapacitated within the meaning of the WC 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 WC Act for the period in question together with the average weekly amount the Employee 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 Employee which would have been payable under this part for the Employee'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 an Employee receives a weekly payment under this section and subsequently such payment is reduced pursuant to section 9.6(l) of the WC 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 subclauses 54(a)(i) and 54(a)(ii) payments made to an Employee 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 an Employee 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 WC Act, as amended from time to time and no injury shall result in the application of accident pay unless an entitlement exists under the WC Act.

(v) WC 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, an Employee 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 WC Act be paid accident pay by their Employer who is liable to pay compensation under the WC 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 an Employee whilst such Employee remains in the employment of the Employer by whom they were employed at the time of the incapacity and then only for such period as they receive a weekly payment under the WC Act. Provided that if an Employee on partial incapacity cannot obtain suitable employment from their 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 an Employee 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 Employee.

(2) In order to qualify for the continuance of accident pay on termination an Employee shall if required provide evidence to their Employer of the continuing payment of weekly Employees compensation payments.

(c) Accident pay shall not apply to any incapacity occurring during the first two (2) weeks of employment unless such incapacity continues beyond the first two (2) weeks and then subject to subclause 54(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 (2) 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 WC Act such injuries or diseases shall not be subject to accident pay unless the Employee has been employed with the Employer at the time of the incapacity for a minimum period of one (1) month.

(d) Accident pay shall not apply in respect of any injury during the first five (5) normal working days of incapacity.

(i) Provided however that in the case of an Employee 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 subclause 54(a)(iv).

(f) Absences on other paid leave

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

(g) Notice of injury

An Employee upon receiving an injury for which they claim to be entitled to receive accident pay shall give notice in writing of the said injury to their Employer as soon as reasonably practicable after the occurrence thereof provided that such notice may be given by a representative of the Employee.

(h) Medical examination

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

(ii) Where in accordance with the WC Act a medical referee gives a certificate as to the condition of the Employee and their fitness for work or specifies work for which the Employee is fit and such work is made available by the Employer and refused by the Employee or the Employee 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 WC 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) An Employee receiving or who has received accident pay shall advise their

Employer of any action they may institute or any claim they may make for damages. Further the Employee 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 an Employee obtains a judgement or settlement for damages in respect of an injury for which they have 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 Employee shall pay to their 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 an Employee obtains a judgement or settlement for damages against a person other than the Employer in respect of an injury for which they have 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 Employee shall pay to their 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 their liability for accident pay.

(l) Variations in compensation rates

Any changes in compensation rates under the WC 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 an Employee

All rights to accident pay shall cease on the death of an Employee.

55. NOTICE BOARD

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

56. 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) Employees who make allegations of misconduct in good faith will be provided with support and will not be treated adversely. Similarly, Employees 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, Employees may be suspended 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 an Employee.

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

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

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

(b) Performance

(i) When a performance issue arises informal feedback should be provided to the Employee in a timely, confidential, constructive and supportive manner ensuring the Employee 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 Employee what the issue/s are and inviting them to meet and discuss the issues of concern.

(iii) The Employee 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 an Employee.

(iv) Where it is determined after meeting with the Employee 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) An Employee 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 Employee's choice to attend all interviews or meetings conducted by the Employer with the Employee.

57. SAFE STAFFING AND WORKLOADS

(a) Work/life balance

The Employer and Employees recognise the mutual benefit of ensuring that Employees balance their professional and personal lives and are committed to ensuring this occurs whist balancing the Employer's requirement to meet its operational objectives. This includes that Employees are enabled to access all forms of leave to which they are entitled.

(b) Occupational Health and Safety

The Employer is obliged by the OHS Act to provide a safe workplace. It is recognised that adequate staffing affects workload and is relevant to occupational health and safety in the workplace. The Employer will take into account occupational health and safety when allocating work and when concerns about adequate staffing are raised.

(c) Staffing

The Employer will ensure that it is sufficiently staffed and resourced so as to enable each Employee to:

(i) perform all aspects of their role/position during their ordinary hours, including but not limited to:

(1) clinical duties;

(2) administrative and clerical duties;

(3) managerial/supervisory duties;

(4) educational duties; and

(5) attending meetings;

(ii) take rest intervals and meal breaks provided by this Agreement; and

(iii) take leave provided for by this Agreement and the NES;

subject to subclause (d) (Reasonable overtime).

(d) Reasonable overtime

(i) The Employer will not require work to be undertaken beyond an Employee's ordinary hours of work, except where the overtime is reasonable.

(ii) Notwithstanding subclause (d)(i), an Employee will not generally be required to regularly undertake work beyond their ordinary hours of work.

(iii) Nothing in this clause 57 – Safe Staffing and Workloads stops an Employee from agreeing to work rostered overtime.

(e) Workload or staffing disputes

Should any Employee/s believe that an unreasonable or excessive workload is being imposed they have the right to discuss/escalate their concern with their immediate manager or Allied Health Manager.

(f) The immediate manager or Allied Health Manager will consult with affected Employee/s, and where appropriate take steps to address any issues. During this process:

(i) The relevant Employee/s may appoint a representative, which may be a representative from the VAHPA, for the purposes of the procedures in this clause.

(ii) If a relevant Employee/s appoints a representative for the purposes of consultation, and the Employee/s advise the Employer of the identity of the representative, the Employer must recognise the representative.

(g) If, following consultation, the workload or staffing issue is not resolved, any party may refer the issue to the dispute resolution procedure of this Agreement.

(h) Safe rostering practices

(i) It is recognised that rostering arrangements have an impact on safe staffing. In setting a roster, the Employer and, in the case of self-rostering (however described), Employees will ensure that the number of changes to the Employee's start and finish times are reasonable taking into account the Employee's health and safety.

(ii) The Employer and, in the case of self-rostering (however described), Employees will ensure that the number of changes to the Employee's start and finish times are reasonable taking into account:

(1) the Employee's personal circumstances, including family responsibilities;

(2) number of changes to the Employee's starting and finishing times in the preceding week and month;

(3) the time difference between the different starting and finishing times, from shift to shift and in the preceding week and month; and

(4) the break between shifts; and

(5) operational requirements.

58. TRANSITION TO RETIREMENT

(a) An Employee may advise the Employer in writing of their intention to retire within the next five (5) 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 Employee’s 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 an Employee 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.

59. ENTRY LEVEL – NEW GRADUATES

(a) An Employee 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 Employee 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 Employees will thereafter receive their subsequent incremental increase on the anniversary of their qualification.

(c) Any Employee 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) An Employee 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) An Employee 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.

60. CLASSIFICATION AND RECLASSIFICATION

(a) The grades and classification of all Employees 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) An Employee's classification and grade is not determined by:

(i) the Employee's performance;

(ii) the staffing profile; and/or

(iii) budgetary considerations.

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

(d) The Employee 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 four (4) weeks of submission of application. The Employer will provide the Employee and the Employee's Manager with written advice of any reclassification determination. In the case of an unsuccessful reclassification the Employer will also provide the Employee with the reasons for the decision. The date of the application if successful will become the operative date.

(e) The Employer shall notify each Employee of any alteration to their classification in writing no later than the operative day of such alteration.

SCHEDULE 1 – EMPLOYMENT CLASSIFICATIONS

(a) The following are the classifications covered by this Agreement:

(i) Art Therapy;
(ii) Cardiac Technology;
(iii) Diversional Therapy;
(iv) Exercise Physiology;
(v) Medical Library;
(vi) Health Information Management/Medical Record Administration;
(vii) Music Therapy;
(viii) Occupational Therapy;
(ix) Orthoptics;
(x) Physiotherapy;
(xi) Podiatry;
(xii) Recreation Therapy;
(xiii) Social Work; and
(xiv) Speech Pathology.

(b) An Employee 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 an Employee to a higher grade where the work the Employee is required to perform by the Employer on an ongoing basis is described by the higher grade.

(c) 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.

(d) Chief structure for amalgamated departments

(i) 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.

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

(iii) No Deputy Chief positions will exist under this structure.

(e) 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 Employee's practice setting(s) over such period.

(f) Definitions

Art Therapy	
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.
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.
Cardiac Technology	
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.
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.
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.
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.
Diversional Therapy	
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.
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.
Exercise Physiology	
Exercise Physiologist – Grade 1 (Qualified)	
	Must hold a bachelor degree in exercise and sports science, or other qualification deemed equivalent.
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.
Library	
Medical Librarian – Grade 1 (Qualified)	

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

Health Information Manager ("HIM")/ Medical Records Administrator	
HIM – Grade 1 (Qualified)	
	A person whose qualifications make them eligible to be a full member of the Health Information Management Association of Australia Limited.
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.
HIM Deputy Chief – Grade 1	
	A HIM responsible to the Chief HIM (Grade 2) and appointed to act as their deputy.
HIM Deputy Chief – Grade 2	
	A HIM responsible to the Chief HIM (Grade 3) and appointed to act as their deputy.
HIM Chief – Grade 1	
	A person appointed as such (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 HIMs (as defined) are employed.
HIM Chief – Grade 2	
	A person appointed as such (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 HIMs (as defined) are employed.
HIM Chief – Grade 3	
	A person appointed as such (as defined) and is responsible for the administration and control of the Health Information Department in which more than five additional full-time HIMs (as defined) are employed.
Music Therapy	
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.
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.
Occupational Therapy	
Occupational Therapist – Grade 1 (Qualified)	
	A person who is who is eligible to be registered as an Occupational Therapist under the National Registration and Accreditation Scheme with the Occupational Therapy Board of Australia.
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.
Orthoptics	
Orthoptist – Grade 1 (Qualified)	
	A person holding a qualification recognised by the Orthoptic Board of Australia.
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.
Physiotherapy	

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.
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**.**
Podiatry	
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.
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.
Recreation Therapy	
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.
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.
Social Work	
Social Worker – Grade 1 (Qualified)	
	A person whose qualifications make them eligible for membership of the Australian Association of Social Workers and who is formally employed as a Social Worker.
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.

Speech Pathology	
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.
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.
General Definitions	
Senior Clinician – Grade 3	
	An Allied Health Professional appointed to the grade, with at least seven (7) 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.	
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.	
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.	
	Chief Grade 1	A person in charge of 1 to 5 full-time professionals and or other Employees totalling at least 6 in number.
	Chief Grade 2	A person in charge of 6 to 14 full-time professionals and/or other Employees totalling at least 15 in number
	Chief Grade 3	A person in charge of 15 to 24 full-time professionals and/or other Employees totalling at least 26 in number.
	Chief Grade 4	A person in charge of 25 to 39 full-time professionals and/or other Employees totalling at least 36 in number.
	Chief Grade 5	A person in charge of 40 and over full-time professionals and/or other Employees totalling at least 46 in number.

APPENDIX 1 – WAGE RATE SCHEDULE

Wages					
		Current	**FFPPOA**	**FFPPOA**	**FFPPOA**
		(Weekly)	**1-Jul-24**	**1-Jul-25**	**1-Jul-26**
			3.00%	**3.00%**	**3.00%**
Grade 1 (qualified)					
	Year 1	$1,280.48	$1,318.89	$1,358.46	$1,399.22
	Year 2	$1,376.09	$1,417.37	$1,459.89	$1,503.69
	Year 3	$1,458.04	$1,501.78	$1,546.83	$1,593.24
	Year 4	$1,561.31	$1,608.15	$1,656.39	$1,706.09
	Year 5	$1,639.87	$1,689.07	$1,739.74	$1,791.93
	Year 6	$1,724.36	$1,776.09	$1,829.37	$1,884.25
	Year 7	$1,770.41	$1,823.52	$1,878.23	$1,934.57
Grade 2					
	Year 1	$1,724.36	$1,776.09	$1,829.37	$1,884.25
	Year 2	$1,823.98	$1,878.70	$1,935.06	$1,993.11
	Year 3	$1,915.30	$1,972.76	$2,031.94	$2,092.90
	Year 4	$2,041.13	$2,102.36	$2,165.43	$2,230.40
	Year 5	$2,062.20	$2,124.07	$2,187.79	$2,253.42
Senior Clinician - Grade 3 **Cardiac Technologist - Grade 3** **Health Information Manager - Grade 3**					
	Year 1	$2,125.01	$2,188.76	$2,254.42	$2,322.06
	Year 2	$2,200.75	$2,266.77	$2,334.78	$2,404.82
	Year 3	$2,259.84	$2,327.64	$2,397.46	$2,469.39
	Year 4	$2,385.86	$2,457.44	$2,531.16	$2,607.09
Deputy Chief - Grade 1 **Deputy Chief Cardiac Technologist - Grade 1** **Health Information Manager Deputy Chief - Grade 1**					
	Year 1	$2,125.01	$2,188.76	$2,254.42	$2,322.06
	Year 2	$2,200.75	$2,266.77	$2,334.78	$2,404.82
Chief - Grade 1 **Health Information Manager Chief - Grade 1**					
	Year 1	$2,125.01	$2,188.76	$2,254.42	$2,322.06
	Year 2	$2,200.75	$2,266.77	$2,334.78	$2,404.82
	Year 3	$2,259.84	$2,327.64	$2,397.46	$2,469.39
Deputy Chief - Grade 2 **Deputy Chief Cardiac Technologist - Grade 2** **Health Information Manager Deputy Chief - Grade 2**					
	Year 1	$2,125.01	$2,188.76	$2,254.42	$2,322.06
	Year 2	$2,200.75	$2,266.77	$2,334.78	$2,404.82
	Year 3	$2,259.84	$2,327.64	$2,397.46	$2,469.39
	Year 4	$2,385.86	$2,457.44	$2,531.16	$2,607.09
Chief - Grade 2					

Health Information Manager Chief - Grade 2					
	Year 1	$2,385.86	$2,457.44	$2,531.16	$2,607.09
	Year 2	$2,498.59	$2,573.55	$2,650.75	$2,730.28
Chief - Grade 3 **Health Information Manager Chief - Grade 2**					
	All Years	$2,585.53	$2,663.10	$2,742.99	$2,825.28
Chief - Grade 4					
	All Years	$2,672.47	$2,752.64	$2,835.22	$2,920.28
Chief - Grade 5					
	All Years	$2,948.37	$3,036.82	$3,127.93	$3,221.76

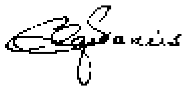
APPENDIX 2 – ALLOWANCES

Allowances					
	Clause	Current	FFPPOA 1-Jul-24	FFPPOA 1-Jul-25	FFPPOA 1-Jul-26
			3.00%	3.00%	3.00%
Higher Qualification Allowance					
Post-Graduate Diploma or Masters (per week)	42(b)(i)	$109.35	$112.63	$116.01	$119.49
Fellowship or Doctorate (per week)	42(b)(ii)	$145.80	$150.17	$154.68	$159.32
Shift					
Early (per shift)	43(b)	$32.01	$32.97	$33.96	$34.98
Afternoon (per shift)	43(b)	$32.01	$32.97	$33.96	$34.98
Night (per shift)	43(c)	$51.22	$52.76	$54.34	$55.97
Permanent Night (per shift)	43(c)	$64.02	$65.94	$67.92	$69.96
Meal					
>1 Hour, or	44(c)	$13.95	$14.37	$14.80	$15.24
>2 Hours when recalled	44(c)	$13.95	$14.37	$14.80	$15.24
Change of Shift					
Per Occasion	45(a)	$51.22	$52.76	$54.34	$55.97
On Call					
Per 12-hour period or part thereof	46(a)(i)	$34.40	$35.43	$36.49	$37.59
Per 12-hour period or part thereof on a public holiday	46(a)(ii)	$68.80	$70.86	$72.99	$75.18
Vehicle					
Per Km	47(a)	As per ATO	As per ATO	As per ATO	As per ATO
Laundry					
Per Shift	48(d)	$0.40	$0.41	$0.42	$0.44

Per Week	48(d)	$1.83	$1.88	$1.94	$2.00
Sole Allowance					
Per Week	50(a)	$64.02	$65.94	$67.92	$69.96

SIGNATORIES TO THE AGREEMENT

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



Clare Francis, Group Manager Employee and Industrial Relations

SIGNATURE

PRINT NAME AND TITLE

Address: Level 1, 556 Wellington Street
PERTH WA 6000

Date: 24 December 2024

I am authorised to sign this Agreement on behalf of ST JOHN OF GOD OUTREACH SERVICES

Clare Francis, Group Manager Employee and Industrial Relations

SIGNATURE

PRINT NAME AND TITLE

Address: Level 1, 556 Wellington Street
PERTH WA 6000

Date: 24 December 2024

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

Craig McGregor
Secretary

SIGNATURE

PRINT NAME AND TITLE

Address: Level 1, 62 Lygon Street
CARLTON VIC 3053

Date: 24 December 2024

ST JOHN OF GOD
Health Care

THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/5271

Applicant:
St John of God Health Care Inc.

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Nicholas Olds, A/Manager Employee and Industrial Relations for St John of God Health Care Inc. give the following undertakings with respect to the St John of God Health Care (Victoria) Allied Health Professionals Enterprise Agreement 2024 ("the Agreement"):

1. I have the authority given to me by St John of God Health Care Inc. ("the Employer") to provide this undertaking in relation to the application before the Fair Work Commission.

2. The Employer provides an undertaking that Clause 20 (b) (ii) will not be used to withhold any entitlements provided for in the National Employment Standards and will only be used where the employee has provided specific authorisation to deduct from wages.

3. Clause 30(j) – Public holidays: The Employer undertakes that the words 'full time' that are appear as strikethrough shall not form part of the sub-clause. Accordingly, clause 30(j) will read and be applied as:

    Notwithstanding the provisions of subclause 30(i), in respect of Easter Saturday, an Employee who ordinarily works Monday to Friday only and who does not work Easter Saturday, shall be entitled to receive:

    (i) one days' extra pay;

    or where there is mutual consent:

    (ii) within four (4) weeks following the date on which such holiday occurred, the Employee may take one day off in lieu; or

    (iii) have one day added to their annual leave balance.

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

NJOlds
____
Signature

5 February 2025
____
Date