



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
(AG2025/2872)

ST JOHN OF GOD HEALTH CARE (VICTORIAN HOSPITALS) HEALTH AND ALLIED SERVICES ENTERPRISE AGREEMENT 2025

Health and welfare services

COMMISSIONER REDFORD

MELBOURNE, 11 SEPTEMBER 2025

Application for approval of the St John of God Health Care (Victorian Hospitals) Health and Allied Services Enterprise Agreement 2025

[1] An application has been made for approval of an enterprise agreement known as the *St John of God Health Care (Victorian Hospitals) Health and Allied Services Enterprise Agreement 2025* (**the Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by St John of God Health Care Inc (**St John of God**). The Agreement is a single enterprise agreement.

Undertakings

[2] In response to several issues raised with St John of God in relation to its application, it has provided further submissions and written undertakings. The views of the bargaining representatives were sought in relation to these, and there was no objection raised. A copy of the undertakings are attached at Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

[3] The undertakings relate to:

- a. Casual employee overtime
- b. Meal allowance

Interaction with the National Employment Standards

[4] Clause 8 of the Agreement provides that where the National Employment Standards (NES) is more favourable to an employee in a particular respect than a provision of the Agreement, the NES will prevail in that respect (**NES precedence clause**). On this basis, I am

satisfied that the apparent inconsistencies with the NES outlined below do not prevent the approval of this agreement:

- a. Public holiday substitution (clause 36(e) of the Agreement);
- b. Redundancy pay – suitable alternative employment (clause 56(g) of the Agreement) (see further s 120 of the Act).

Consideration

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

[6] The Health Services Union of Australia No 1 Branch (t/as the Health Workers Union) (HWU) and the Communication, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU), each being a bargaining representative for the Agreement, have given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the HWU and the CEPU.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate 7 days after approval.



COMMISSIONER

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ANNEXURE A



IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2025/2872

Applicant:

St John of God Health Care Inc

Section 185 – Application for approval of a single enterprise agreement

Undertaking –Section 190

I, Nicholas Olds, Manager Employee and Industrial Relations have the authority given to me by St John of God Health Care Inc (**SJGHC**) to provide the following undertakings with respect to *St John of God Health Care (Victorian Hospitals) Health and Allied Services Enterprise Agreement 2025*.

The undertaking is provided on the basis of the matters raised by the Fair Work Commission in the application before the fair work Commission.

The undertaking is as follows:

1. Clause 32(f)(ii) Casual employee overtime: this sub-clause will be replaced with the following:

*(ii) Casual Caregivers: An employee who works overtime shall be paid the following percentage rates calculated on the Caregiver's minimum hourly rate, being one thirty-eighth of the weekly wage appropriate to the Caregiver's classification (**Minimum Hourly Rate**):*

Weekdays:

- (1) 187.5% of the Minimum Hourly Rate for the first 2 hours; and*
- (2) 250% of the Minimum Hourly Rate after 2 hours.*

Weekends:

- (3) 250% of the Minimum Hourly Rate.*

Public Holidays:

- (4) 312.5% of the Minimum Hourly Rate.*

2. Table 1 Appendix B Meal Allowance: the Meal Allowance in Table 1 in Appendix B will be replaced with the following:

Meal	Clause	Commencement date	FFPPOA 1 July 2026	FFPPOA 1 July 2027
			3%	3%
After 1 hour	49(a)(i)(1)	\$16.20	\$16.69	\$17.19
After 4 hours	49(a)(i)(2)	\$14.98	\$15.43	\$15.89
After 5 hours on Sat, Sun or RDO	49(a)(i)(3)	\$16.20	\$16.69	\$17.19
After 9 hours on Sat, Sun or RDO	49(a)(i)(4)	\$14.98	\$15.43	\$15.89


Signature

11 September 2025

Date

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WJolds

Signature

11 September 2025

Date



ST JOHN OF GOD
Health Care

**ST JOHN OF GOD HEALTH CARE
(VICTORIAN HOSPITALS)
HEALTH AND ALLIED SERVICES
ENTERPRISE AGREEMENT 2025**

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

1. ARRANGEMENT

The Agreement is arranged as follows:

1.	ARRANGEMENT	2
2.	NAME OF THE AGREEMENT	4
3.	PARTIES TO THE AGREEMENT	4
4.	APPLICATION FOR COVERAGE	4
5.	SCOPE OF THE AGREEMENT	4
6.	DATE AND PERIOD OF OPERATION.....	4
7.	POSTING OF THE AGREEMENT	4
8.	RELATIONSHIP TO THE NATIONAL EMPLOYMENT STANDARDS.....	4
9.	DEFINITIONS	5
10.	CONSULTATION REGARDING CHANGE	6
11.	DISPUTE RESOLUTION PROCEDURE	8
12.	WAGES	10
13.	PAYMENT OF WAGES.....	10
14.	SUPERANNUATION.....	10
15.	SALARY SACRIFICE PROCEDURE	11
16.	FULL-TIME EMPLOYMENT	12
17.	PART-TIME EMPLOYMENT	12
18.	CASUAL EMPLOYMENT.....	13
19.	CASUAL USAGE	14
20.	FIXED TERM EMPLOYMENT.....	14
21.	VOLUNTEERS.....	14
22.	TERMINATION OF EMPLOYMENT	15
23.	HOURS OF WORK.....	16
24.	ACCRUED DAYS OFF.....	17
25.	BANKABLE HOURS.....	17
26.	ROSTER OF HOURS	17
27.	WORKLOAD MANAGEMENT.....	18
28.	DAYLIGHT SAVING	18
29.	SHIFT WORK	18
30.	SATURDAY AND SUNDAY WORK	19
31.	MEAL BREAKS	19
32.	OVERTIME	19
33.	PARENTAL LEAVE.....	22
34.	ANNUAL LEAVE.....	25
35.	FLEXIBLE WORK OPTIONS – PURCHASED LEAVE	27
36.	PUBLIC HOLIDAYS	27
37.	PERSONAL/CARERS LEAVE	30
38.	COMPASSIONATE LEAVE	32
39.	FAMILY AND DOMESTIC VIOLENCE.....	33
40.	LONG SERVICE LEAVE	36
41.	PAID EMERGENCY SERVICES LEAVE.....	39
42.	JURY SERVICE	39
43.	REPRESENTATIVE LEAVE	40
44.	CEREMONIAL LEAVE.....	40
45.	EDUCATION AND DEVELOPMENT	40
46.	HIGHER DUTIES	41
47.	NOMINEE ALLOWANCE	41
48.	FORK LIFT ALLOWANCE	41
49.	LEAD APRON	42
50.	IN CHARGE ALLOWANCES.....	42
51.	DEDUCTIONS AND ALLOWANCES	43
52.	ON CALL/RECALL.....	43
53.	TRAVELLING, TRANSPORT AND FARES	44
54.	CLOTHING, EQUIPMENT AND TOOLS.....	45
55.	OCCUPATIONAL HEALTH & SAFETY.....	45
56.	REDUNDANCY.....	46

57.	FLEXIBILITY ARRANGEMENTS.....	47
58.	ACCIDENT PAY	49
59.	PAYROLL DEDUCTION OF UNION DUES	53
60.	NOTICEBOARDS	53
61.	DISCIPLINE	53
62.	TRANSITION TO RETIREMENT	55
63.	PRESERVATION OF ENTITLEMENTS	55
64.	REGRADING	55
	APPENDIX A – WAGES	57
	APPENDIX B – ALLOWANCES	65
	SCHEDULE 1 – SUPPORTED WAGE.....	66
	SCHEDULE 2 – EMPLOYMENT CLASSIFICATIONS.....	69
	SCHEDULE 3 – BANKABLE HOURS ARRANGEMENT	87
	SCHEDULE 3A – BANKING AGREEMENT	92
	SCHEDULE 4 – 12 HOUR SHIFT ARRANGEMENT.....	93
	SIGNATORIES TO THE AGREEMENT	95

2. NAME OF THE AGREEMENT

This Agreement shall be called the St John of God Health Care (Victorian Hospitals) Health and Allied Services Enterprise Agreement 2025 ('the Agreement').

3. PARTIES TO THE AGREEMENT

The parties to this Agreement are:

- (a) St John of God Health Care Inc. (ABN 21 930 207 958) and St John of God Outreach Services (ABN 36 064 831 965) (collectively, "SJGHC" and/or "the Employer") Level 1, 556 Wellington Street, Perth WA 6000.
- (b) Health and Allied staff employed by the Employer in Victoria in the classifications contained in Schedule 2 – Employment Classifications, of this Agreement (hereinafter referred to as "Caregivers").
- (c) This Agreement also applies to Caregivers employed as Clinical Coders in Group Services or Shared Services, however so named, in the state of Victoria.

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 unions when the Agreement is made in order for the unions to apply under section 183 of the Act to be covered by the Agreement.
- (c) It is the intention of this Agreement that the unions will be covered by this Agreement.

5. SCOPE OF THE AGREEMENT

This Agreement contains all the terms and conditions of employment for Caregivers covered by the Agreement.

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 30th June 2028 and thereafter in accordance with the Act.
- (b) The parties agree that discussions shall commence for a new Agreement no later than 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 Caregivers.

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 a Caregiver in a particular respect than those provisions, then the NES

will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Caregiver. The provisions in this Agreement otherwise apply.

9. DEFINITIONS

For the purposes of this Agreement:

- (a) "The **Act**" means the *Fair Work Act 2009* (Cth).
- (b) "The **Agreement**" means this enterprise agreement, being St John of God Health Care (Victorian Hospitals) Health and Allied services Enterprise Agreement 2025.
- (c) "**Base rate**" for the purposes of the calculation of relevant allowances shall be Wage/Skill Group 5, Year 1.
- (d) "**Caregiver**" means a Health and Allied staff member employed by SJGHC as set out in subclause 3(b).
- (e) "**Continuous Service**" is defined by section 22 of the Act.
- (f) "**Employer**" or "**SJGHC**" shall mean St John of God Health Care Inc.
- (g) "**Experience**" means for the purpose of Appendix A – Wages, experience in accordance with the classifications specified at Schedule 2 – Employment Classifications, within the last five (5) years, excluding any leave provisions in this Agreement.
- (h) "**FFPPOA**" means the First Full Pay Period on or After.
- (i) "**FWC**" means the Fair Work Commission.
- (j) "**Immediate family**" of a Caregiver means:
 - (i) A spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Caregiver; or
 - (ii) A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Caregiver.
 - (iii) Spouse includes a former spouse.
 - (iv) "**De facto**" partner of a Caregiver:
 - (1) Means a person who, although not legally married to the Caregiver, lives with the Caregiver in a relationship as a couple on a genuine domestic basis (whether the Caregiver and the person are of the same sex or different sexes); and
 - (2) Includes a former de facto partner of the Caregiver.

- (v) **"Child" includes** an adult child, adopted child, a stepchild, ex-nuptial child or a child in an employee's care including kinship care, foster care, or pursuant to a permanent care order.
- (k) **"NES"** means the National Employment Standards as contained in sections 59 to 131 of the Act.
- (l) **"Service"** is defined by section 22 of the Act.
- (m) **"Union"** means:
 - (i) Health Service Union Victoria No. 1 Branch, trading as, the Health Workers Union ("HWU"); and/or
 - (ii) Electrical Trades Union (Victorian Branch) ("ETU"); and/or
 - (iii) Plumbing and Pipes Trades Union (Victorian Branch) ("PPTEU").

10. CONSULTATION REGARDING CHANGE

- (a) This term applies if the Employer:
 - (i) Has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise and the change is likely to have a significant effect on Caregivers of the Employer; or
 - (ii) Proposes to introduce a change to the regular roster or ordinary hours of work of Caregivers.

Major Change (subclause 10(a)(i))

- (b) The Employer must notify the relevant Caregivers, unions, and the employees' representative (if any) of the decision to introduce the major change. The relevant Caregivers may appoint a representative, which may be a union or other representative for the purposes of the procedures in this term. If a relevant Caregiver appoints, or relevant Caregivers appoint, a representative for the purposes of consultation; and the Caregiver or Caregivers advise the Employer of the identity of the representative; the Employer will recognise the representative.
- (c) As soon as practicable after making its decision, the Employer must consult with the relevant Caregivers and their representatives (if any):
 - (i) The introduction of the change; and
 - (ii) The effect the change is likely to have on the Caregivers; and
 - (iii) Measures the Employer is taking to avoid or reduce any adverse effect of the change on the Caregivers; and

(iv) For the purposes of the consultation - provide, in writing, to the relevant Caregivers and their representatives (if any):

- a. all relevant information about the change including the nature of the change proposed; and
- b. the reasons or justification for the change; and
- c. and information about the expected effects of the change on the Caregivers; and
- d. any other matters likely to affect the Caregivers.

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

- (d) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Caregivers and their representatives (if any).
- (e) 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 (e) are taken not to apply.
- (f) In this term, a major change is likely to have a significant effect on Caregivers if it results in:
 - a. the termination of the employment of Caregivers; or
 - b. major change to the composition, operation or size of the Employer's workforce or to the skills required of Caregivers; or
 - c. the loss or reduction of job or promotion opportunities; or
 - d. the loss or reduction in, job tenure or job security;
 - e. the alteration of hours of work; or
 - f. the need to retrain Caregivers or the need to relocate Caregivers to other work or locations;
 - g. or the restructuring of jobs or having an impact on a Caregiver's income.
- (g) In this term, relevant Caregivers means the Caregivers who may be affected by the change referred to in subclause (10)(a)(i).
- (h) A Caregiver who suffers a financial loss in weekly wages caused by a workplace change such as redeployment, reduction of classification/grade or relocation will be entitled to be paid salary maintenance for a period of three (3) months from the date of

redeployment or relocation. Such salary maintenance shall be inclusive of penalty rates and other allowances that the Caregiver was earning prior to the redeployment/reduction of classification/grade or relocation.

Change to Regular Roster or Ordinary Hours (subclause 10(a)(ii))

- (i) For a change referred to in subclause (10)(a)(ii), the Employer must notify the relevant Caregivers of the proposed change. The relevant Caregivers may appoint a representative, which may be a representative from a union, for the purposes of the procedures in this term. If a relevant Caregiver appoints, or relevant Caregivers 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.
- (j) As soon as practicable after proposing to introduce the change, the Employer must:
 - (i) Discuss with the relevant Caregivers the introduction of the change; and
 - (ii) For the purposes of the discussion--provide to the relevant Caregivers:
 - (3) All relevant information about the change, including the nature of the change; and
 - (4) Information about what the Employer reasonably believes will be the effects of the change on the Caregivers; and
 - (5) Information about any other matters that the Employer reasonably believes are likely to affect the Caregivers; and
 - (iii) Invite the relevant Caregivers to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (k) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Caregivers.
- (l) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Caregivers.
- (m) In this term, "relevant Caregivers" means the Caregivers who may be affected by a change referred to in subclause (10)(a)(ii).

11. DISPUTE RESOLUTION PROCEDURE

- (a) The parties to a dispute referred to in this procedure may include:
 - (i) a Caregiver, or Caregivers, covered by this Agreement who are, or will be, affected by this dispute;
 - (ii) the Employer covered by this Agreement; and

- (iii) an employee organisation who:
 - a. has a member who it is entitled to represent and who is a Caregiver referred to in (a); or
 - b. is covered by the Agreement and entitled to the benefit of, or has a role or responsibility with respect to, the matter in dispute.
- (b) A Caregiver who is a party to the dispute may advise the Employer that a person or employee organisation is their representative for the purposes of this clause.
- (c) In the event of a dispute in relation to a matter arising under this Agreement or the NES (including disputes regarding refusals of flexible working arrangements or refusals of extensions to parental leave on reasonable business grounds), in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the Caregiver or Caregivers concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the Caregiver or Caregivers concerned and more senior levels of management and any relevant employee organisation as appropriate.
- (d) It is the intention of the parties to undertake the above steps as quickly as practicable, and where possible within seven (7) days.
- (e) 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 mediation, conciliation and, where the matter in dispute remains unresolved, arbitration.
- (f) If the FWC arbitrates the dispute:
 - (i) it may use any of the powers available to it under the Act, including but not limited to the power to grant interim relief; and
 - (ii) a decision that the FWC makes when arbitrating a dispute is a decision for the purposes of Division 4 of Part 5-1 of the Act and a person aggrieved by the decision may seek to appeal the decision as provided in the Act.
- (g) The FWC may deal with a dispute referred to it under subclause (e) even if the requirement for discussions in subclause (c) has not been complied with if the FWC is satisfied that it is appropriate in all the circumstances to do so.
- (h) It is a term of this Agreement that while the dispute resolution procedure is being conducted, work shall continue according to the custom and practice before the grievance arose unless a Caregiver has a reasonable concern about an imminent risk to their health or safety.

- (i) 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.
- (j) For the avoidance of doubt, Caregiver grievances are included in the matters to be dealt with in accordance with the dispute resolution procedure of the Agreement and in accordance with the Employers relevant policies.

12. WAGES

- (a) Wage rates are as outlined in Appendix A – Wages.
- (b) The wage increases provided in Appendix A – Wages shall be absorbed into any payment made to the Caregiver 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 base rate of pay in the Modern Award, in such circumstances the rate of pay shall default to the base rate of pay prescribed in accordance with the relevant Modern Award.
- (d) The loadings for casual Caregivers as per Clause 18 – Casual Employment of this Agreement shall be calculated and paid in accordance with Appendix A - Wages of the Agreement, divided by 38 hours.
- (e) The allowances prescribed as monetary amounts in this Agreement shall be adjusted in accordance with subclause (a) of this Clause 12 - Wages.

13. PAYMENT OF WAGES

- (a) Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period.
- (b) Caregivers will be paid by electronic funds transfer, as determined by the Employer, into the bank or financial institution account nominated by the Caregiver.
- (c) When notice of termination of employment has been given by a Caregiver or a Caregiver's services have been terminated by the Employer, payment of all wages and other monies owing to a Caregiver will be made to the Caregiver no later than 7 days after the day on which the employee's employment terminates.

14. SUPERANNUATION

- (a) The Employer shall contribute superannuation on behalf of the Caregiver in accordance with the requirements of the *Superannuation Guarantee (Administration) Act 1992*.
- (b) Contributions shall at the option of the Caregiver be paid into any complying superannuation fund or scheme as nominated by the Caregiver.
- (c) Contributions shall be paid into the Caregiver's nominated fund on a monthly basis, or as otherwise required by superannuation laws.

- (d) If, after commencement of employment, an election is not made by a Caregiver, contributions will be paid into:
 - (i) the Caregiver'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) In addition to the Employer's statutory contributions to a complying nominated fund, a Caregiver may make additional contribution from their salary and on receiving written authorisation from the Caregiver the Employer must commence making contributions to the nominated fund in accordance with the *Superannuation Guarantee Charge Act 1992*.
- (f) Superannuation fund payments will be made in accordance with trust fund deeds.

15. SALARY SACRIFICE PROCEDURE

- (a) SJGHC has Concessional Tax Status ("CTS") for Fringe Benefits Tax purposes and as a result is able to offer salary packaging to its Caregivers.
- (b) Where SJGHC or the new Employer, through a transfer of business, does not enjoy CTS with the Australian Taxation Office (ATO), SJGHC or the Employer as described above will not be obliged to salary package and may at any time cease the salary packaging arrangements with the Caregiver.
- (c) Salary packaging is the sacrifice or substitution of salary for other benefits, provided that the total cost to SJGHC will be no greater than if all the Caregiver's entitlements had been taken as PAYG salary. The cost of the benefit (including taxes and administrative expenses) is deducted from the gross salary of a Caregiver to arrive at the cash component. Gross salary does not include SJGHC's contribution to compulsory and/or contributory superannuation.
- (d) By agreement between SJGHC and the Caregiver, the rate of pay specified by this Agreement may be salary packaged in accordance with the SJGHC Salary Packaging policy as applying from time to time.
- (e) Salary packaging may be entered into on a voluntary basis and is an arrangement for the payment of wages or salary payable under this Agreement whereby the total remuneration is broken into a cash and a non-cash/benefits component.
- (f) Caregivers are encouraged to seek independent financial advice prior to entering into any form of salary packaging and SJGHC will not be responsible for that advice or any outcome which may result there from.
- (g) Where legislative e.g. *Fringe Benefit Tax Assessment Act 1986 (Cth)* and/or *Income Tax Assessment Act 1997 (Cth)* or other changes have the effect of reducing or withdrawing the personal benefits identified/resulting from this Agreement, SJGHC will not be liable to make up the salary benefits lost by a Caregiver as a consequence of such change and

where other changes have the effect of increasing the cost of packaging to SJGHC, then these costs will either be paid by the Caregiver participating in packaging or the Caregiver may choose to cease the arrangement.

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

16. FULL-TIME EMPLOYMENT

- (a) A full-time Caregiver will work a full week of 38 hours at the times and during the hours as may be mutually agreed upon or in the absence of such agreement as prescribed by the Employer.
- (b) Such Caregiver shall be paid the weekly salary appropriate to the Caregiver's classification; irrespective of the number of hours worked not exceeding 38, or an average of 38 hours per week.

17. PART-TIME EMPLOYMENT

- (a) A part-time Caregiver will work on a regular basis any number of hours up to but not exceeding an average 38 hours in any one week. Where the Caregiver is employed on a part-time basis 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 leave and holidays shall apply on a pro-rata basis to part-time Caregivers.
- (c) Before commencing employment, the Employer and the Caregiver will agree in writing on:
 - (i) the span of hours that the Caregiver may be rostered within a fortnight. This span of hours shall include which shifts the Caregiver may be rostered to work; and
 - (ii) the days of the week the Caregiver may be rostered to work within a fortnight; and
 - (iii) the agreed minimum number of contracted hours to be worked per fortnight.
- (d) Notwithstanding the overtime provisions prescribed at Clause 32 - Overtime of the Agreement, a part-time Caregiver may agree to work in excess of their rostered ordinary hours at the ordinary time rate of pay, provided that all time worked by a part-time Caregiver which exceeds ten (10) or 12 (if rostered as part of a 12 hour roster arrangement) hours per day or 76 hours in a fortnight, will be paid at the rate of time

and a half for the first two (2) hours and double time thereafter, except on Saturdays and Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half.

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

Review of part-time hours

- (f) Where over a period of 52 weeks or more a part-time Caregiver regularly and systematically works more than their contracted hours, the Employer or the Caregiver may request in writing a contract reflecting that the Caregiver's hours have increased on a permanent basis. Such a request will not be unreasonably refused by either party.
- (g) A Caregiver will not be considered to be regularly and systematically rostered if the shifts the Caregiver has been working are replacing an absent Caregiver (for example parental leave, long service leave, workers' compensation or personal leave) or a temporary flexible work arrangement.

18. CASUAL EMPLOYMENT

- (a) A casual Caregiver is defined at section 15A of the Act.
- (b) A casual Caregiver shall be paid:
 - (i) For all ordinary hours worked on weekdays (Monday to Friday) an amount equal to one thirty-eighth of the weekly wage appropriate to the Caregiver's classification per hour plus 25%.
 - (ii) For all ordinary hours worked on Saturdays and Sundays an amount equal to one thirty-eighth of the weekly wage appropriate to the Caregiver's classification per hour plus 75% (inclusive of the casual loading).
 - (iii) For all ordinary hours worked on public holidays an amount equal to one thirty-eighth of the weekly wage appropriate to the Caregiver's classification per hour plus 150% (inclusive of the casual loading).
- (c) A casual Caregiver shall be entitled to receive the appropriate uniform and other allowances contained in this Agreement.
- (d) The provisions of Clauses:
 - (i) Clause 22 – Termination of Employment;
 - (ii) Clause 26 – Roster of Hours;
 - (iii) Clause 30 – Saturday and Sunday Work;
 - (iv) Clause 34 – Annual Leave; and

(v) Clause 41 – Paid Emergency Services Leave

Shall not apply to a casual Caregiver.

(e) The provisions of Clauses:

(i) Clause 33 – Parental Leave;

(ii) Clause 37 – Personal/Carers Leave; and

(iii) Clause 38 – Compassionate Leave

Shall not apply to a casual Caregiver where they provide for a paid entitlement.

(f) Casual Caregivers shall be entitled to leave as set out in the NES.

(g) Casual Caregivers shall have a minimum engagement period of three (3) hours.

Casual Conversion

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

19. CASUAL USAGE

(a) The Employer is committed to maximising part-time employment where this helps reduce reliance on agencies and casuals.

(b) The parties agree that part-time Caregivers, who are available to work, will be offered additional shifts or hours, where available, in relation to filling “unplanned vacancies” in preference to casuals.

20. FIXED TERM EMPLOYMENT

(a) A fixed term Caregiver is one who is engaged on a full-time or regular part-time basis for a fixed period of time to work the hours and the times that are prescribed by the Employer at the time of engagement.

(b) Fixed term employment can only be offered for true fixed term arrangements, including but not limited to:

(i) Special projects;

(ii) Parental leave relief; and

(iii) Long service leave relief.

21. VOLUNTEERS

(a) The parties recognise the important role that volunteers play in supporting the Employer and its patients.

- (b) However, it is not the intention that volunteers will routinely or systematically perform roles, functions or duties that fall within the scope of classifications in this Agreement.
- (c) An exception to the above is where volunteers perform such roles, functions or duties in the pursuit of a genuine charitable activity.

22. TERMINATION OF EMPLOYMENT

(a) Notice of termination by the Employer

- (i) In order to terminate the employment of a Caregiver the Employer shall give to the Caregiver the following notice:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years	4 weeks

- (ii) In addition to the notice in subclause (a)(i) above, Caregivers 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.
- (iii) Payment in lieu of the notice prescribed in subclause (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 Caregiver's employment had continued until the end of the required period of notice, the Employer would have become liable to pay to the Caregiver because of the employment continuing during that period. That total must be calculated on the basis of:
 - (1) the Caregiver's ordinary hours of work (even if not standard hours); and,
 - (2) the amounts ordinarily payable to the Caregiver in respect of those hours, including (for example) allowances, loading and penalties; and,
 - (3) any other amounts payable under the Caregiver's contract of employment.
- (v) The period of notice in this clause does not apply:
 - (1) in the case of dismissal for serious misconduct;
 - (2) to Caregivers engaged for a specific period of time or for a specific task or tasks;

(3) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or

(4) to casual Caregivers.

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

(b) Notice of termination by Caregiver

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

(ii) If a Caregiver fails to give the notice specified in subclause (a)(i) the Employer has the right to withhold monies due to the Caregiver to a maximum amount equal to the amount the Caregiver would have received under subclause (a)(iv) in accordance with the requirements of s324(1)(b) of the Act.

(c) Job search entitlement

Where an Employer has given notice of termination to a Caregiver, a Caregiver 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 Caregiver after consultation with the Employer.

23. HOURS OF WORK

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

(i) 76 hours in a fortnight (as averaged over a period agreed between the Employer and the Caregiver(s) of up to four (4) weeks);

(ii) 10 shifts in a fortnight (except as otherwise agreed between the Employer and the Caregiver(s));

(iii) Up to 10 hours in a shift (or up to 12 hours in accordance with clause 23(f)).

(b) Ordinary hours may be worked over any day of the week, Monday to Sunday inclusive, and shall be arranged by the Employer to meet its needs.

(c) With the exception of a meal interval and one (1) additional break, if same is required by the Employer, the work of each shift shall be continuous.

(d) Provided that any Caregiver required to work more than six (6) consecutive periods of ordinary duty without 24 hours off duty shall be paid for the seventh and any further consecutive period of ordinary duty worked at the rate of treble time until they have been given 24 hours off duty.

- (e) For the purposes of this Clause 23 – Hours of Work, the working week shall commence at midnight on a Sunday.
- (f) 12 Hour Shift Roster Arrangement

Notwithstanding the provisions set out in subclause 23(a), where there is mutual agreement between the Employer and a Caregiver(s), shift lengths may be worked in accordance with the 12 Hour Roster arrangements set out in Schedule 4 – 12 Hour Shift Roster Arrangement of this Agreement.

24. ACCRUED DAYS OFF

The Caregiver employed in the Ballarat division at the date of this Agreement who is in receipt of Accrued Days Off (ADO's) shall continue to receive this entitlement.

25. BANKABLE HOURS

Caregivers may by mutual agreement enter into a bankable hours arrangement. Banking arrangements made after the commencement of this Agreement must be in the form of a Schedule 3A application from the employee. The terms of a banking arrangement and the process for accessing bankable hours is set out in Schedule 3 – Bankable Hours Arrangement.

26. ROSTER OF HOURS

- (a) A roster of at least 14 days duration setting out Caregivers' daily ordinary working hours, commencing and finishing times shall be posted at least 14 days before it comes into operation in each work location and where it may be readily seen by Caregivers or via electronic means.
- (b) Except as in emergency situations seven (7) days' notice shall be given of a change in roster.
- (c) Where the Employer requires a Caregiver, without seven (7) days' notice and outside the expected circumstances prescribed in subclause (b) above, to perform ordinary duty at other times than those previously rostered, the Caregiver shall be paid in accordance with the hours worked, with the addition of a daily allowance equal to 2.5 per cent of the relevant weekly "base rate" as defined herein at subclause 9(c).
- (d) Provided that a part-time Caregiver who agrees to work shift(s) in addition to those already rostered will not be entitled to the above specified allowance for the additional shift(s) worked.
- (e) A Caregiver, by making a request in writing to the Employer, may have their roster fixed.
- (f) Rosters shall be fixed by mutual agreement, subject to the provisions of this Agreement.
- (g) The Employer may reject the request referred to in subclause (e) at any time, by giving written notice to the Caregiver. In such a case the roster for the Caregiver shall be fixed according to the provisions of subclauses (a) to (d), from the commencement of the

next full roster period being not less than five (5) clear days after such rejection is received in writing by the Employer.

- (h) The roster or rosters shall be drawn up so as to provide at least eight (8) hours between successive ordinary shifts.
- (i) Notwithstanding any other provision of this Agreement, this Clause 26 – Roster of Hours, shall not apply to casual Caregivers.

27. WORKLOAD MANAGEMENT

- (a) The parties acknowledge that staff and management have a responsibility to maintain a balanced workload appropriate for the delivery of high-quality patient care and for the employee to maintain an appropriate work-life balance.
- (b) The Employer will ensure that an Employee's workload is reasonable and that an Employee is able to perform all aspects of their job during their ordinary hours, take breaks provided by this Agreement and take leave provided by this Agreement and the NES, and to this end will ensure that it is sufficiently staffed and resourced to enable this to happen. However, the Employer and Employees recognise there may be unavoidable work periods where Employee workloads increase and that this may require an Employee to perform overtime, though the working of overtime should be the exception rather than the norm. Overtime required to be worked by the Employer is to be paid in accordance with clause 32.
- (c) Where an Employee feels the workloads are unreasonably heavy on a regular basis, then they will discuss their concerns with the Employer.
- (d) The Employer will facilitate Employees raising concerns relating to workload, respond to issues raised by Employees promptly and take appropriate action.
- (e) Where the Employee is not satisfied that appropriate action has been taken to address the workload issues, the Employee may utilise the dispute settlement procedure of this Agreement.

28. DAYLIGHT SAVING

- (a) If a Caregiver works on a shift during which time changes because of the introduction of or cessation to, daylight saving, that Caregiver shall be paid for the actual hours worked at the ordinary time rate of pay (including any shift penalties or allowances ordinarily payable in respect of this shift).
- (b) No overtime is payable for the additional hour worked because of daylight saving.

29. SHIFT WORK

- (a) In addition to any other rates prescribed elsewhere in this Agreement, a Caregiver whose rostered hours of ordinary duty finish after 6.00 p.m. and before 8.00 a.m., or commence at or after 6.00 p.m. and before 6.30 a.m. shall be paid for any such periods of duty an allowance as stipulated in Appendix B – Allowances, per rostered period of duty. Base rate is defined herein at subclause 9(c).

- (b) Provided that in the case of a Caregiver working on any rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00 a.m. they shall be paid for any such periods of duty an allowance as stipulated in Appendix B – Allowances, and provided further that in the case of a Caregiver permanently working on any such rostered hours of ordinary duty shall be paid for any such period of duty an allowance as stipulated in Appendix B - Allowances. Permanently working shall mean working for any period in excess of four (4) consecutive weeks.
- (c) The allowances payable pursuant to this Clause 29 – Shift Work shall be calculated to the nearest five (5) cents, portions of a cent being disregarded.

30. SATURDAY AND SUNDAY WORK

- (a) All rostered time of ordinary duty performed between midnight on Friday and midnight on Sunday shall be paid for at the rate of time and a half.
- (b) Overtime as set out in Clause 32 – Overtime, shall apply to Saturday and Sunday work.

31. MEAL BREAKS

- (a) Except as provided in subclause (b) hereof, a meal interval of not less than 30 minutes and not more than 60 minutes shall be allowed for each Caregiver during each shift of five (5) hours or greater. Such meal interval shall not be counted as time worked.
- (b) Provided that at the request of the Caregiver, and with the agreement of the Employer, where shifts of six (6) hours or less duration are worked, a Caregiver may, in lieu of provisions elsewhere in the Agreement, either:
 - (i) Finish the shift 30 minutes earlier; or
 - (ii) Forgo the entitlement to a meal break and be remunerated for six (6) hours of work.
- (c) Each Caregiver on night duty who is not relieved from duty (and “on call”) during the rostered meal interval shall be granted a meal interval of not less than 20 minutes to be commenced after completing three (3) hours and not more than five (5) hours of duty. Such time to be counted as time worked.
- (d) The arrangement set out in subclause (c) above, may also be adopted in any case where there is mutual agreement between Employer and Caregiver.

Rest intervals

- (e) Caregivers shall be entitled to a ten (10) minute rest interval in each four (4) hours worked. Such rest break shall be at a time suitable to the Employer and shall be counted as time worked.

32. OVERTIME

- (a) The Employer may require any Caregiver to work reasonable overtime at the appropriate overtime rate.

- (b) Only authorised overtime shall be paid for.
- (c) Overtime is payable where a Caregiver works more than the ordinary hours prescribed in Clause 23 – Hours of Work, i.e in excess of:
 - (i) 76 hours in a fortnight (as averaged over a period agreed between the Employer and the Caregiver(s) of up to four (4) weeks);
 - (ii) Ten (10) shifts in a fortnight (except as otherwise agreed between the Employer and the Caregiver(s));
 - (iii) Up to ten (10) hours in a shift (or 12 hours in accordance with Schedule 4).
- (d) Overtime shall also be paid for hours worked in excess of the Caregiver’s rostered hours for a shift, but only for hours worked in excess of ten (10) hours, or 12 hours where agreement has been reached as part of a 12-hour roster arrangement.
- (e) For the purposes of this Clause 32 – Overtime, in accruing or calculating payment of overtime, each period of overtime shall stand alone.
- (f) Payment for Overtime:
 - (i) Full-time and Part-time Caregivers:
 - Weekdays:
 - (1) 150% for the first two (2) hours; and
 - (2) 200% thereafter.
 - Weekends:
 - (3) 200%.
 - Public Holidays:
 - (4) 250%.
 - (ii) Casual Caregivers, inclusive of casual loading and based on 1/38th of the weekly rate set out in Appendix A – Wages:
 - Weekdays:
 - (1) 175% for the first two (2) hours; and
 - (2) 225% thereafter.
 - Weekends:

(3) 225%.

Public Holidays:

(4) 275%.

Broken Shifts:

- (iii) Outside a spread of nine (9) hours from the time of commencing work by a Caregiver rostered to work broken shifts – 150%; and
- (iv) Outside a spread of 12 hours from the time of commencing work by a Caregiver rostered to work broken shifts - 200%.

(g) Time off in Lieu of Overtime

- (i) A Caregiver may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer, within the following 28-day period.
- (ii) Overtime taken as time off in lieu during ordinary time hours shall be taken at the penalty time rate. For example, if a Caregiver is entitled to two (2) hours of overtime at 150%, they would accrue three (3) hours of time off in lieu.
- (iii) Where such accrued time has not been taken within 28 days, such time shall be, at the discretion of the Employer:
 - (1) Paid at the appropriate overtime rate as specified in subclauses (b)(i), (b)(iii) and (b)(iv); or
 - (2) Directed to be taken as time off in lieu.
- (iv) If, on the termination of the Caregiver's employment, time off for overtime worked by the employee has not been taken, the Employer must pay the Caregiver for the overtime at the overtime rate applicable to the overtime when worked.

(h) Rest period after overtime

- (i) When overtime work is necessary it shall wherever reasonably practicable, be so arranged that Caregivers have at least ten (10) consecutive hours off duty between the working of successive shifts.
- (ii) A Caregiver other than a casual Caregiver who works so much overtime between the termination of their last rostered ordinary hours of duty and the commencement of their next succeeding rostered period of duty that they would not have at least ten (10) consecutive hours off duty between those times, shall be released after completion of such overtime 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 such a Caregiver resumes or continues work without having had such ten (10) consecutive hours off duty the Caregiver shall be paid at the rate of double time until they are released from duty for such rest period and the Caregiver 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.

(i) In the event of any Caregiver finishing any period of overtime at a time when reasonable means of transport are not available for the Caregiver to return to their place of residence the Employer shall provide adequate transport free of cost to the Caregiver.

33. PARENTAL LEAVE

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

(b) Where a permanent Caregiver is eligible for parental leave under the Act in accordance with subclause 33(a), they shall be entitled to access one of the following types of paid parental leave:

(i) paid leave in accordance with the below table, if the Caregiver is the primary caregiver; or

Birth / adoption occurring:	Entitlement
FFPPOA commencement of the Agreement	12 weeks
FFPPOA 1 July 2026	13 weeks
FFPPOA 1 July 2027	14 weeks

(ii) Two (2) weeks' paid partner leave at the time of the birth or adoption of the child, or earlier as agreed, if the Caregiver is not the primary caregiver.

(iii) The Caregiver may elect to take the paid parental leave at half pay.

(iv) For the avoidance of doubt, superannuation contributions will be paid on parental leave and adoption leave in subclause (i) for primary carer's.

- (v) Payment shall be made at the commencement of leave and paid at the Caregiver's ordinary weekly rate of pay. The payment shall be calculated by averaging the Caregiver's average weekly hours of employment for the 12 months preceding the commencement of the leave.
- (vi) 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.
- (vii) The employer-paid parental leave entitlements will be treated as ordinary time earnings for the purposes of superannuation laws.
- (viii) A second or subsequent period of paid parental leave as per subclause (b)(i) or (ii) shall be payable when such Caregiver has:
 - (1) Returned to work after their prior period of parental leave; and
 - (2) Has subsequently undertaken a further period of six (6) months continuous service as at the date they propose to proceed on the second or subsequent period of parental leave.
- (c) A Caregiver shall be entitled to work until her expected date of delivery, provided they provide an additional medical certificate from her treating medical practitioner six (6) weeks immediately prior to the expected date of delivery, or earlier if requested by the Employer.
- (d) The medical certificate must specify that the Caregiver is fit to work for the final six (6) weeks of pregnancy or part thereof.
- (e) Annual Leave and Long Service Leave may be taken in conjunction with parental leave.
- (f) Any period of absence taken under Clause 33 – Parental Leave, does not break continuity of service, however does not count as:
 - (i) "service" for the purposes of calculating continuous service; or
 - (ii) In assessing relevant experience in progressing through annual increments.
- (g) Right to request
 - (i) A Caregiver entitled to parental leave pursuant to the provisions of Clause 33 – Parental Leave, may request the Employer to allow the Caregiver:
 - (3) To extend the 52 weeks of unpaid parental leave by a further continuous period of leave not exceeding 12 months;

- (4) To return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the Caregiver in reconciling work and parental responsibilities.

- (ii) The Employer shall consider the request having regard to the Caregiver's circumstances and, provided the request is genuinely based on the Caregiver's parental responsibilities, may only refuse the request on reasonable grounds related to the effect of the workplace or the Employer's business.
 - (iii) Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
 - (iv) The Caregiver's request and the Employer's decision made under subclauses (g)(i) and (g)(ii) must be recorded in writing.
- (h) Request to return to work part-time
- (i) Where a Caregiver wishes to make a request under (g)(i)(2) to (3), such a request must be made as soon as possible but no less than seven (7) weeks prior to the date upon which the Caregiver is due to return to work from parental leave.
- (i) Special parental leave
- (i) Where the pregnancy of a Caregiver not then on maternity leave terminates other than by the birth of a living child, the Caregiver may take leave for such periods as a registered medical practitioner certifies as necessary.
 - (ii) Where the pregnancy terminates after the completion of 20 weeks, during the certified period/s the Caregiver is entitled to paid maternity leave not exceeding the amount of paid maternity leave available under subclause (b)(i).
- (j) Support for breastfeeding
- (i) Subject to operational requirements, and where practicable to do so, the Employer will provide up to a 30 minute paid break per shift for a Caregiver to express breast milk for her nursing child for one (1) year after the child's birth.
 - (ii) The Employer will also provide where practicable to do so a comfortable place, other than a bathroom, which may be used by a Caregiver to express breast milk or breastfeed a child in privacy.
 - (iii) The Employer will provide access to refrigeration where practicable to do so for the storage of breast milk. Responsibility for labelling, storage and use is with the Caregiver.

34. ANNUAL LEAVE

(a) Period of leave

- (i) From the first full pay period on or after the commencement of this Agreement, Caregivers other than casual Caregivers shall be entitled to five (5) weeks annual leave on ordinary pay per 12 months of continuous service. A Caregiver's entitlement to paid annual leave accrues progressively during a year of service according to the Caregiver's ordinary hours of work, and accumulates from year to year. The annual leave prescribed shall be exclusive of any public holidays prescribed in this Agreement.
- (ii) When the system of working provides for the taking of accrued days off, the maximum number of accrued days off shall be 13 in any calendar year, provided that at least one (1) of those accrued days will be taken in conjunction with a period of annual leave for which no additional payment is to be made.

(b) Ordinary pay for the purposes of this Clause 34 – Annual Leave shall mean remuneration for the Caregiver's weekly number of hours calculated at the ordinary time rate of pay and in addition shall include a leave loading calculated as the greater of (i) or (ii) below. The annual leave loading of 17.5% is referable to the loss of opportunity to work overtime.

(i) the sum of (1) to (4) below:

- (1) Over agreement payments for ordinary hours of work;
- (2) Shift work premiums, according to roster or projected roster;
- (3) Saturday and Sunday premiums, according to roster or projected roster;
- (4) In-charge allowances;

or

- (ii) 17.5% of their wage pursuant to Appendix A – Wages for their normal weekly number of hours calculated at the ordinary time rate of pay.

(c) Seven day shift workers

The NES provides that a Caregiver who is defined as a shift worker under this Clause 34 – Annual Leave, is entitled to an additional one (1) weeks' annual leave on the same terms and conditions. For the purposes of the NES and this clause a shift worker is a Caregiver who works or is on call for more than four (4) ordinary hours on ten (10) or more weekends during the year in which their annual leave accrues.

(d) Termination of employment

- (i) If, when the employment of a Caregiver ends, the Caregiver has a period of untaken paid annual leave, the Employer must pay the Caregiver the amount that would have been payable to the Caregiver had the Caregiver taken that period of leave inclusive of leave loading.

(e) Time of taking leave

- (i) A Caregiver shall not be required to go on annual leave nor request annual leave without at least one (1) weeks' notice being given.
- (ii) Paid annual leave may be taken for a period agreed between the Caregiver and the Employer. The Employer must not unreasonably refuse to agree to a request by the Caregiver to take paid annual leave.
- (iii) Annual leave is taken by mutual agreement. Annual leave should be given by the Employer and shall be taken by the Caregiver before the expiration of a period of 12 months after the date upon which the right to such holiday accrues. The Employer may direct the Caregiver who has an accrual of 150% of their annual entitlement, with not less than 8 week's written notice to take some or all of that accrued annual leave, provided they maintain a minimum balance of 6 weeks after taking the leave as directed.

(f) Leave taken in advance

- (i) The Employer and a Caregiver may agree in writing to the Caregiver taking a period of paid annual leave before they have accrued such an entitlement. The agreement must specify the amount of leave being taken, the date when the leave commences and provide for the Caregivers consent to make deductions as per subsection (ii) of this clause.
- (ii) Where the Employer approves the taking of annual leave in advance of its accrual by a Caregiver and:
 - (1) The employment of the Caregiver is terminated before they have completed the year of employment in respect of which such annual leave or part has been taken; and
 - (2) The sum paid by the Employer to the Caregiver as ordinary pay for the annual leave or part so taken in advance exceeds the sum which the Employer is required to pay to the Caregiver under subclause (e);

The Employer shall not be liable to make any payment to the Caregiver under subclause (e) and shall be entitled to deduct the amount of such excess from any wages payable to the Caregiver upon the termination of the employment.

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

- (i) Upon receipt of a written request by a Caregiver, the Employer may authorise the Caregiver to receive pay in lieu of an amount of annual leave. The agreement must specify the amount of leave being paid in lieu, the amount of the payment being made to the employee and the date which the payment is to be made.
 - (1) Paid annual leave must not be cashed out if the cashing out would result in the Caregiver's remaining accrued entitlement to paid annual leave being less than four (4) weeks; and
 - (2) Where a Caregiver forgoes an entitlement to take an amount of annual leave, the Caregiver must be paid at least the full amount that would have been payable to the Caregiver had the Caregiver taken the leave that the Caregiver has forgone.
 - (3) Where a Caregiver forgoes an entitlement to take an amount of annual leave, the Employer will give the Caregiver the amount of pay that the Caregiver is entitled to receive in lieu of the amount of annual leave.
 - (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.

35. FLEXIBLE WORK OPTIONS – PURCHASED LEAVE

- (a) Caregivers may elect, in writing, to participate in flexible working arrangements where these are offered by the Employer. These arrangements may include the facility for the Caregiver to 'purchase' additional leave, by electing to forego part of their salary in order to accrue an additional commensurate amount of leave. Such arrangements will be subject to the Employer's policy, and as stated clearly in written agreement between the Employer and Caregiver.
- (b) It will remain the responsibility of the Caregiver wishing to avail themselves of the flexibility to seek advice concerning potential implications for taxation, superannuation, salary packaging and other benefits.

36. PUBLIC HOLIDAYS

- (a) A Caregiver shall be entitled to paid time off (or penalty payments for time worked) in respect of public holidays in accordance with this clause.
- (b) Subject to subclause (c) the public holidays to which this clause applies are the days determined under Victorian law as public holidays in respect of the following occasions:
 - (i) New Year's Day, Australia Day, Christmas Day and Boxing Day; and
 - (ii) Good Friday, the Saturday immediately before Easter Sunday, Easter Sunday, Easter Monday, Anzac Day, King's Birthday, Friday before the AFL Grand Final, and Labour Day; and

- (iii) Melbourne Cup Day, or in lieu of Melbourne Cup Day, some other day as determined under Victorian law for a particular locality; and
 - (iv) Any additional public holiday declared or prescribed in Victoria or a locality in respect of occasions other than those set out in subclause (b)(i).
- (c) If a day or days are not determined in respect of any of the occasions subclauses (b)(i), (ii) or (iii) under Victorian law in any year, the public holiday for that occasion will be the day or date upon which the public holiday was observed in the previous year.

Public Holidays falling on a weekend

- (d) When Christmas Day, Australia Day, Boxing Day, or New Year's Day (Actual Day) is a Saturday or a Sunday, and a substitute or additional holiday is determined under Victorian law on another day in respect of any of those occasions (Other Day):
- (i) Weekend Workers and casual Caregivers shall receive penalty payments for any time worked on the Actual day or the Other Day if the Caregiver does not work ordinary hours on the Actual day; and,
 - (ii) All other Caregivers will receive penalty payments for the time worked on the other day.
 - (iii) For the purposes of subclause 36(d) a substitute holiday is where a public holiday originally falls on a Saturday or Sunday, but is determined by the Victorian government to not be a public holiday, with this public holiday to be observed on an alternate day.
 - (iv) For the purposes of subclause 36(d) an additional holiday is where a public holiday originally falls on a Saturday or Sunday. It is then determined by the Victorian government that the original day (Actual Day), and another day (Other Day) will also be a public holiday.
- (e) Substitution of public holidays by agreement at the enterprise
- (i) The Employer and Caregivers, either collectively or individually, may agree to substitute another day for any prescribed in subclause (b).
 - (ii) An agreement pursuant to subclause (e)(i) shall be recorded in writing and be available to every affected Caregiver.
- (f) Payment for time worked on a public holiday
- (i) If a Caregiver works on a public holiday they shall be paid double time and a half for the time worked.
 - (ii) Provided that Caregivers rostered to work on public holidays and who fail to do so shall not be entitled to the rates at (i) for the said holiday.

- (iii) Where a public holiday occurs on a day that a Caregiver does not ordinarily work there is no entitlement to holiday pay for the said day.

(g) Part-Time Caregivers

- (i) A part-time Caregiver who is not ordinarily required to work on the day of the week on which a public holiday is observed shall not be entitled to any benefit for such a public holiday, unless they are required to work on a public holiday.
- (ii) In determining whether a part-time Caregiver who works a rotating roster is entitled to receive Agreement benefits for a particular public holiday not worked, the Employer will determine this by reviewing the roster pattern of the individual over the preceding 26 weeks. If the rosters show that the Caregiver has worked 50% or more on the day of the week on which a particular public holiday falls, the Caregiver shall be entitled to receive the benefit for that public holiday not worked.
- (iii) Where a Caregiver has been employed by the Employer for less than 26 weeks, in determining whether a part-time Caregiver 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 the Caregivers has worked 50% or more on the particular day of the week on which a particular public holiday falls, the Caregiver shall be entitled to receive payment for that day.
- (iv) The rate of pay for the day to be paid, as outlined in subclauses (g)(ii) and (g)(iii) 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 Caregiver 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).

- (h) Where a Caregiver's accrued day off, or rostered day off, falls on a public holiday prescribed by this Agreement, another day shall be determined by the Employer to be taken in lieu thereof, such day to be within the same four (4) week work cycle where practical.
- (i) For the purpose of subclause 36(h):
 - (i) An accrued day off is where a Caregiver is entitled to an accrued day off in accordance with Clause 24 – Accrued Day Off of this Agreement.

- (ii) A rostered day off is where there is a formal arrangement in place whereby a Caregiver systematically works unpaid additional time, with this time accruing towards a balance which then formally rostered at a regular interval as a paid day off.

37. PERSONAL/CARERS LEAVE

- (a) The NES applies unless the below provides a more beneficial entitlement. The provisions of this clause apply to full-time and part-time Caregivers (on a pro-rata basis) but do not apply to casual Caregivers (except for unpaid carers leave).
- (b) Definitions
 - (i) The term **"immediate family"** is defined in Clause 9 – Definitions.
- (c) Amount of paid personal leave
 - (i) Paid personal leave is available to a Caregiver, when they are absent:
 - (1) Due to personal illness or injury; or
 - (2) For the purposes of caring for an immediate family or household member who is ill or injured and requires the Caregiver's care or support, or who requires care or support due to an unexpected emergency.
 - (ii) The amount of personal leave to which a full-time Caregiver is entitled depends on how long they have worked for the Employer and accrues as follows (pro-rata for part-time Caregivers):
 - (1) During the first year of service – seven hours and 36 minutes for each month of service;
 - (2) During the second, third and fourth year of service – 106 hours and 24 minutes in each year;
 - (3) Thereafter – 159 hours and 36 minutes in each year.
 - (4) A Caregiver's entitlement to paid personal leave accrues progressively during a year of service according to the Caregiver's ordinary hours of work, and accumulates from year to year.
- (d) Personal leave for personal injury or illness
 - (i) A Caregiver is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

- (ii) Excepting circumstances in (iii), in the event of a Caregiver becoming unfit for duty due to personal injury or illness, they must provide the following evidence reflected in (iii).
 - (iii) A certificate from a registered medical practitioner is required as evidence of personal injury or illness. A Statutory Declaration signed by the Caregiver and legally witnessed may be provided on not more than three (3), single day, occasions as satisfactory evidence of personal injury or illness. If an absence is the fourth single day absence, or an absence of two (2) days or more, a medical certificate must be provided.
 - (iv) Provided that a Caregiver may be absent through personal injury or illness for one (1) day without furnishing evidence of such illness or injury as provided in subclause (d)(ii) hereof on not more than three (3) occasions in any one (1) year of service.
 - (v) The Employer shall not terminate the service of a Caregiver during the currency of any period of personal leave with the object of avoiding their obligations under this clause.
 - (vi) Provided that in respect of any period of absence from employment between engagement with the Employer and a subsequent engagement with the Employer, continuity of employment shall be deemed to be unbroken provided such period of absence does not exceed five (5) weeks in addition to the total period of annual leave, long service leave and/or personal leave which the Caregiver actually received on termination or for which they were paid in lieu.
 - (vii) Provided further that where any Caregiver for the sole purpose of undertaking a course of study related to their employment is, with the written approval of the Employer, absent without pay for up to but not exceeding 52 weeks, such absences shall not be deemed to have broken continuity of service but shall not be counted in aggregating service for the purpose of personal / carer's leave accrual.
 - (viii) Caregivers who are absent on personal leave for personal injury or illness either side of a public holiday shall be required to provide a medical certificate from a registered medical practitioner, within ten (10) working days after their return to work.
 - (ix) Where a Caregiver becomes ill or injured while on annual leave and provides a medical certificate certifying the illness or injury, the number of days ill or injured will be debited as personal leave and the Caregiver's annual leave credited with the amount so debited.
- (e) Personal leave to care for an immediate family or household member (**Carer's Leave**)

- (i) Caregivers (including casuals) are also entitled to a period of up to two (2) days unpaid Carer's Leave for each occasion. Unpaid carer's leave cannot be accessed where the Caregiver can access paid personal / carer's leave entitlements.
- (ii) The Caregiver must, if required by the Employer, provide the following evidence:
 - a. a certificate of a registered medical 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;
 - b. 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 Caregiver.
- (iii) The Caregiver 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 Caregiver, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Caregiver to give prior notice of absence, the Caregiver must notify the Employer by telephone of such absence at the first opportunity.

38. COMPASSIONATE LEAVE

- (a) A Caregiver is entitled to three (3) days of compassionate leave for each occasion (a permissible occasion) when:
 - (i) a member of the Caregiver's immediate family, or a member of the Caregiver's household:
 - a. Contracts or develops a personal illness that poses a serious threat to their life; or
 - b. Sustains a personal injury that poses a serious threat to their life;
 - c. Dies; or
 - (ii) 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
 - (iii) the employee, or the employee's spouse or de-facto partner, has a miscarriage.
- (b) A Caregiver may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (i) To spend time with the member of the Caregiver's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in subclause (a)(i)(a);

- (ii) After the death of the member of the Caregiver's immediate family or household referred to in subclause (a)(i)(b); or
- (iii) After the Caregiver, or the Caregiver's spouse or de facto partner, has the miscarriage referred to in subclause (a)(i)(c).
- (c) A Caregiver may take compassionate leave for a particular permissible occasion as a single continuous two (2) day period; or two (2) separate periods of one (1) day each; or any separate periods to which the Caregiver and the Employer agree.
- (d) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Caregiver may take the compassionate leave for that occasion at any time while the illness or injury persists.
- (e) If, in accordance with this Clause, a Caregiver, other than a casual Caregiver, takes a period of compassionate leave, the Employer must pay the Caregiver at the Caregiver's base rate of pay for the Caregiver's ordinary hours of work in the period. For casual Caregivers, compassionate leave is unpaid leave.
- (f) The Caregiver, if required by the Employer, shall supply relevant evidence of the requirement for such leave. Such evidence may include a requirement to supply a medical certificate.

39. FAMILY AND DOMESTIC VIOLENCE

- (a) This clause applies to all Caregivers, including casuals.
- (b) Definitions:

In this clause:

- (i) **"Family and domestic violence"** means violent, threatening or other abusive behaviour by a close relative of the Caregiver, a member of a Caregiver's household, or a current or former intimate partner of a Caregiver that seeks to coerce or control the Caregiver and that causes them harm or to be fearful.
- (ii) **"Close relative"** means:
 - (1) A spouse, de facto partner, former spouse, former de facto partner, child, parent, grandparent, grandchild or sibling of the Caregiver; or
 - (2) A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Caregiver; or
 - (3) A person related to the Caregiver according to Aboriginal or Torres Strait Islander kinship rules.

(c) Entitlement to unpaid leave

- (i) A Caregiver is entitled to five (5) days' unpaid leave to deal with family and domestic violence, as follows:
 - (1) This leave is available in full at the start of each 12 month period of the Caregiver's employment; and
 - (2) This leave does not accumulate from year to year; and
 - (3) Is available in full to part-time and casual Caregivers.
- (ii) A period of leave to deal with family and domestic violence may be less than a day by agreement between the Caregiver and the Employer.
- (iii) The Employer and Caregiver may agree that the Caregiver may take more than five (5) days' unpaid leave to deal with family and domestic violence.

(d) Entitlement to paid leave

- (i) The Employer will also provide up to 20 days of paid leave per year as follows:
 - (1) This leave is available in full at the start of each 12 month period of the Caregiver's employment; and
 - (2) This leave does not accumulate from year to year.

(e) Taking leave

- (i) A Caregiver may take leave to deal with family and domestic violence if the Caregiver:
 - (1) Is experiencing family and domestic violence; and
 - (2) Needs to do something to deal with the impact of the family and domestic violence; and
 - (3) it is impractical for the Caregiver to do that thing outside their ordinary hours of work.
- (ii) The reasons for which a Caregiver may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

(f) Service and continuity

- (i) The time a Caregiver is on leave to deal with family and domestic violence does not count as service but does not break the Caregiver's continuity of service.
- (g) Notice and evidence requirements
 - (i) A Caregiver must give the Employer notice of the taking of leave by the Caregiver under this clause. The notice:
 - (1) Must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
 - (2) Must advise the Employer of the period, or expected period, of the leave.
 - (ii) A Caregiver who has given their Employer notice of the taking of leave under this clause must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in subclause 39(e).
 - (iii) Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.
- (h) Confidentiality
 - (i) The Employer must take steps to ensure information concerning any notice a Caregiver has given, or evidence a Caregiver has provided under subclause 39(g) is treated confidentially, as far as it is reasonably practicable to do so.
 - (ii) Nothing in this clause prevents the Employer from disclosing information provided by a Caregiver if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Caregiver or another person.
 - (iii) Information concerning a Caregiver's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Caregiver. The Employer should consult with such Caregiver's regarding the handling of this information.
- (i) Compliance
 - (i) A Caregiver is not entitled to take leave under this clause unless the Caregiver complies with this clause.
 - (ii) In addition to the above, where Caregivers find themselves in a situation of family and/or domestic violence, they may access personal and other forms of leave, paid and unpaid, as necessary to help cope during this situation. Caregivers will also be provided with free independent counselling assistance to support them during such a time, and the opportunity to apply for the SJGHC Employees Facing Hardship Policy.

40. LONG SERVICE LEAVE

(a) Entitlement

- (i) Caregivers shall be entitled to long service leave (LSL) as hereinafter provided.
- (ii) A Caregiver shall be entitled to LSL with pay, in respect of continuous service with the Employer in accordance with the provisions of this Clause.
- (iii) A Caregiver shall have the following entitlement to LSL:
 - (1) On the completion by the Caregiver of 15 years continuous service - six (6) months LSL and thereafter an additional two (2) months LSL on the completion of each additional five (5) years' continuous service.
 - (2) In addition, in the case of a Caregiver who has completed more than 15 years' continuous service and whose employment is terminated otherwise than by the death of the Caregiver, an amount of LSL equal to 1/30th of the period of their continuous service since the last accrual of entitlement to LSL under subclause (a)(iii)(1).
 - (3) In the case of a Caregiver who has completed at least ten (10) years' continuous service, but less than 15 years' continuous service and whose employment is terminated for any cause, such amount of LSL as equals 1/30th the period of continuous service.

Transitioning of service required to take long service leave entitlement

- (4) From the date of operation of the Agreement, an Employee who has completed at least 8 years' service is entitled to take an amount of long service leave as equals 1/30th the period of service.
- (5) From 1 July 2026, an Employee who has completed at least 7 years' service is entitled to take an amount of long service leave as equals 1/30th the period of service.

(b) Service entitling to leave

- (i) Subject to this subclause service shall also include all periods during which a Caregiver was serving in Her Majesty's Forces or was made available by the Employer for National Duty.
- (ii) For the purposes of this clause service shall be deemed to be continuous notwithstanding:
 - (1) The taking of any annual leave or LSL;

- (2) Any absence from work of not more than 14 days in any one (1) year on account of illness or injury or if applicable such longer period as provided in Clause 37 – Personal/Carer’s Leave;
 - (3) Any interruption or ending of the employment by the Employer if the interruption or ending is made with the intention of avoiding obligations in respect of LSL or annual leave;
 - (4) any absence on account of injury arising out of or in the course of the employment of the Caregiver for a period during which payment is made under Clause 56 – Accident pay;
 - (5) Any leave of absence of the Caregiver where the absence is authorised in advance in writing by the Employer to be counted as service;
 - (6) Any interruption arising directly or indirectly from an industrial dispute;
 - (7) The dismissal of a Caregiver, but only if the Caregiver is re-employed within a period not exceeding two (2) months after the dismissal;
 - (8) any absence from work of a Caregiver from work for a period not exceeding 12 months or longer as agreed under Clause 33 - Parental Leave in respect of any pregnancy or adoption;
 - (9) any other absence of a Caregiver by leave of the Employer, or on account of injury arising out of or in the course of their employment not covered by subclause (b)(ii)(4).
- (iii) In calculating the period of continuous service of any Caregiver, any interruption or absence of a kind mentioned in subclauses (b)(ii)(1) to (b)(ii)(5) shall be counted as part of the period of their service, but any interruption or absence of a kind mentioned in subclauses (b)(ii)(6) to (b)(ii)(9) shall not be counted as part of the period of service unless it is so authorised in writing by the Employer.
 - (iv) The Employer shall keep or cause to be kept a LSL record for each Caregiver, containing particulars of service, leave taken and payments made.
- (c) Payment in lieu of LSL on the death of a Caregiver
 - (i) Where a Caregiver who has completed at least ten (10) years’ continuous service dies while still in the employment of the Employer, the Employer shall pay to such Caregiver’s personal representative a sum equal to the pay of such Caregiver for 1/30th of the period of the Caregiver’s continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the Caregiver.

(d) Payment for period of leave

- (i) Payment to a Caregiver in respect of LSL shall be made in one of the following ways:
 - (1) In full in advance when the Caregiver commences their leave; or
 - (2) At the same time as payment would have been made if the Caregiver had remained on duty; in which case payment shall, if the Caregiver in writing so requires, be made by cheque posted to a specified address; or
 - (3) In any other way agreed between the Employer and the Caregiver.
- (ii) Where the employment of a Caregiver is for any reason terminated before the Caregiver takes any LSL to which they are entitled or where any LSL accrues to a Caregiver pursuant to subclause (a)(iii)(2) hereof the Caregiver shall subject to the provisions of subclause (d)(iii) be entitled to pay in respect of such leave as at the date of termination of employment.
- (iii) Where any LSL accrues to a Caregiver pursuant subclause (a)(i) hereof the Caregiver shall be entitled to pay in respect of such leave as at the date of termination of employment.
- (iv) Where an increase occurs in the ordinary time rate of pay during any period of LSL taken by the Caregiver, the Caregiver shall be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

(e) Taking of leave

- (i) When a Caregiver becomes entitled to 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 a Caregiver so agree:
 - (1) The first six (6) months LSL to which a Caregiver becomes entitled under this Agreement may be taken in two (2) or three (3) separate periods; and
 - (2) Any subsequent period of LSL to which the Caregiver becomes entitled may be taken in two (2) separate periods, but save as aforesaid LSL shall be taken in one (1) period.

(f) Definitions

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

(1) "Pay" means remuneration for a Caregiver's normal weekly hours of work calculated at the Caregiver's ordinary time rate of pay provided in Appendix A – Wages hereof at the time the leave is taken or (if the Caregiver dies before the completion of leave so taken) as at the time of their death; and shall include the amount of any increase to the Caregiver's ordinary time rate of pay which occurred during the period of leave as from the date such increase operates provided that where accommodation is made available to a Caregiver during their period of leave and where a deduction is made for the rental, such amount shall be deducted from the pay for the period of leave.

(2) "Month" shall mean a calendar month.

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

- (i) At the request in writing of the Caregiver, and then by agreement of the Employer, LSL entitlements may be taken as double the quantum of leave at half pay.
- (ii) Where the Caregiver is considering making such a request, the Employer recommends that the Caregiver seek independent financial advice as to the relevant taxation implications, if any, prior to making such a request.
- (iii) The Employer will provide to the Caregiver in writing an indication of the payment and the tax payable as a result of the Caregiver choosing double the leave at half pay option prior to the request by the caregiver being finalised.

41. PAID EMERGENCY SERVICES LEAVE

At the discretion of the Employer, whose discretion will be exercised on the basis of operational requirements and what is reasonable in a particular circumstance, the Employer will facilitate a Caregiver who is a member of a voluntary emergency relief 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 Caregiver.

42. JURY SERVICE

- (a) A Caregiver other than a casual Caregiver, 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.
- (b) A Caregiver shall notify the Employer as soon as possible of the date upon which they are required to attend for jury service. Further the Caregiver 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.

43. REPRESENTATIVE LEAVE

- (a) This Agreement incorporates clause 33A of the Award in relation to workplace delegates' rights, however the paid training leave available per delegate will be 5 days in year 1 and 2 days per year for subsequent years. This clause 43 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) 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;
 - (ii) that two weeks period of notice is provided to the Employer;
 - (iii) the approval of leave must have regard to the operational requirements of the employer;
 - (iv) 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.

44. CEREMONIAL LEAVE

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

45. EDUCATION AND DEVELOPMENT

(a) E-learning

E-learning (online) is an increasing component of mandatory training. The Employer will use every endeavour to ensure that paid time is available at work for Caregivers to complete online modules and provide sufficient equipment and resources to enable this to occur. For part-time and casual Caregivers who are unable to complete on-line learning during work time may seek approval for additional paid time (paid at ordinary rates and based on the nominal duration of modules to be completed) outside of rostered hours.

(b) Study Leave

- (i) full-time Caregivers will be entitled to two (2) days paid Study Leave per calendar year for the purposes of attending courses and/or undertaking or preparing for examinations in a relevant course of study to the Employer conducted by a recognised institution. Part-time Caregivers who work more than four (4) shifts per fortnight will be entitled to Study Leave in accordance with this clause on a pro-rata basis.
- (ii) Leave entitlements pursuant to this clause will not accumulate from year to year.

- (iii) Entitlement to Study Leave will be granted for studies which are relevant to employment at the establishment.
- (iv) Entitlement to Study Leave will be taken at a time that is mutually agreed between the Caregiver and SJGHC. SJGHC will not unreasonably withhold approval for such leave. The leave may be taken by agreement.

(c) Conference Leave / Professional Development Leave

SJGHC is committed to the ongoing professional development of Caregivers. Subject to organisational requirements, service capacity and relevance to employment, a Caregiver may apply for Professional Development Leave in accordance with SJGHC's policies and procedures.

46. HIGHER DUTIES

- (a) A Caregiver, at the request of the Employer, who is engaged in any duties carrying a higher rate than the classification in which they are ordinarily employed in any one (1) day or shift shall be paid at the higher rate for:
 - (i) The time so worked at the higher rate, if for two (2) hours or less; or
 - (ii) The full day or shift, if the time so worked exceeds two (2) hours.

47. NOMINEE ALLOWANCE

- (a) Where the Employer requires a Caregiver employed in accordance with Table D – Facilities Maintenance of Schedule 2 – Employment Classifications, to accept responsibility to Statutory Authorities and be the nominated holder of a licence on behalf of the Employer in accordance with their employed role, the Caregiver shall be paid an allowance as set out in Appendix B – Allowances.
- (b) The Caregiver shall be allowed sufficient time during ordinary hours to complete paperwork required as the Nominee.

48. FORK LIFT ALLOWANCE

- (a) A fork-lift truck is a powered industrial lift truck equipped with lifting media made up of a mast and elevating load carriage with a pair of fork arms or other arms that can be raised 900mm or more off the ground. It does not include a pedestrian-operated truck or pallet truck.
- (b) A fork-lift operator must hold and produce to the Employer a current high-risk work licence with the appropriate competency class for the operation of the relevant fork-lift truck.
- (c) The fork-lift operator must hold a current Basic Worksite Traffic Management Certificate.

- (d) A Caregiver called upon to operate a fork-lift truck shall be paid an allowance set out in Appendix B – Allowances, per hour or part thereof, whilst required to operate a fork-lift truck.

49. LEAD APRON

From the first full pay period on or after the date of operation of the Agreement, a Theatre Technician who is required as part of their usual duties to wear a lead apron, is to be paid the Lead Apron Allowance in Appendix B for each shift or part thereof on which the lead apron is worn.

50. IN CHARGE ALLOWANCES

- (a) In respect of any Caregiver, the following allowance shall be paid in the event of them being appointed to exercise control over other Caregivers:

	%
In charge of 1-9 other Caregivers	7
In charge of 10-29 other Caregivers	10
In charge of 30 or more Caregivers	15

- (b) Such percentage to be calculated upon the base rate as defined at Clause 9 – Definitions, subclause (b), and shall be additional to any other allowance to which the Caregiver is entitled.

- (c) The provisions of this subclause shall not apply to the following classifications:

Chef Grade A

Chef Grade B

Chef Grade C

Chef Grade D

Second Cook Grade A

Second Cook Grade B

Second Cook Grade C

Second Cook Grade D

Gardener Superintendent

General Services Supervisor

Food Services Supervisor

Clerical Supervisor

Personal Care Co-ordinator/Supervisor

Technical, Therapy and Personal Care Supervisor

51. DEDUCTIONS AND ALLOWANCES

(a) Meal allowances

(i) A Caregiver shall be supplied with an adequate meal where an Employer has adequate cooking and dining facilities or be paid a meal allowance in addition to any overtime payment as follows:

(1) When required to work after the usual finishing hour of work beyond one (1) hour (Monday to Friday inclusive) or in the case of shift workers when the overtime work on any shift exceeds one (1) hour – the amount provided in Appendix B – Allowances.

(2) Provided that where such overtime work exceeds four (4) hours a further meal allowance of the amount provided in Appendix B – Allowances shall be paid.

(1) When required to work more than five (5) hours overtime on a Saturday or a Sunday or more than five (5) hours by a shift worker on a rostered day off – the amount provided in Appendix B – Allowances.

(2) When required to work more than nine (9) hours overtime on a Saturday or Sunday a further amount provided in Appendix B – Allowances.

(ii) These foregoing provisions shall not apply when a Caregiver could reasonably return home for a meal within the period allowed.

(b) Nauseous work allowance

The hourly rate provided at Appendix A - Wages incorporates payment for nauseous allowance. Therefore no separate nauseous allowance is payable.

52. ON CALL/RECALL

(a) All Caregivers who are required to be "on call" or who return to duty when off duty shall be paid, in addition to any other amount payable, the on-call amount provided in Appendix B – Allowances.

(b) Any period of overtime involving a recall to duty during an off duty period and which is not continuous with the next succeeding rostered period of duty shall be paid at a minimum of three (3) hours at the appropriate overtime rate. Where a subsequent recall occurs during the initial three (3) hour period, this does not trigger a further three (3) hour minimum payment. However, the Caregiver will be paid for any additional time work beyond the initial three (3) hours at the appropriate overtime rate.

- (c) The minimum three (3) hour payment provided in subclause (b) above shall commence from the time that the Caregiver signs-on at the workplace and ceases when the work is completed and signs-off.
- (d) Where recall to duty can be managed without the Caregiver having to return to their workplace, such as by telephone, such Caregiver will be paid a minimum of 15 minutes at the appropriate overtime rate. Where there are multiple recalls within a discrete 15-minute period, this will not attract additional payment.
- (e) When recall work is necessary it should be so arranged that Caregivers have at least ten (10) consecutive hours off duty between successive shifts.
- (f) A Caregiver, other than a casual, who works so much recall between the termination of their previous rostered ordinary hours 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, 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.
- (g) If on the instructions of the Employer, such a Caregiver 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.
- (h) In the event of any Caregiver finishing any period of overtime at a time when reasonable means of transport are not available for the Caregiver to return to their place of residence the Employer shall provide adequate transport free of cost to the Caregiver.

53. TRAVELLING, TRANSPORT AND FARES

- (a) When a Caregiver is involved in travelling whilst on duty, if the Employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the Employer on production of receipted account(s) or other evidence acceptable to the Employer.
- (b) Provided further that the Caregiver shall not be entitled to reimbursement for those expenses which exceed the mode of transport, meals or the standard of accommodation agreed for the purpose with the Employer.
- (c) Where an Employer requires a Caregiver to use their own motor vehicle in the performance of duties such a Caregiver shall be paid the applicable Australian Taxation Office (ATO) rate.

54. CLOTHING, EQUIPMENT AND TOOLS

- (a) Caregivers required by the Employer to wear uniforms shall be supplied with an adequate number of such uniforms, overalls, caps, or aprons appropriate to the occupation free of cost to Caregivers.
 - (i) Uniforms, overalls, caps or aprons shall remain the property of the Employer and be laundered and maintained by such Employer free of cost to the Caregiver.
 - (1) In lieu of the provision of such uniforms the Employer may, by agreement with the Caregiver, pay such Caregiver a uniform allowance at the rate provided in Appendix B – Allowances, per day or part thereof on duty or the rate provided in Appendix B – Allowances, per week, whichever is the lesser amount.
 - (2) Where such Caregiver's uniforms are not laundered by or at the expense of the Employer, the Caregiver shall be paid a laundry allowance at the rate in Appendix B – Allowances, per day or part thereof on duty or the rate in Appendix B - Allowances per week, whichever is the lesser amount.
 - (3) The uniform allowance but not the laundry allowance shall be paid during all absences on leave, except absences on long service leave and absence on personal / carer's leave beyond 21 days. Where, prior to the taking of leave, a Caregiver was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave shall be the average of the allowance paid during the four weeks immediately preceding the taking of leave.
 - (ii) Where an Employer requires a Caregiver to wear rubber gloves or special clothing and/or where safety appliances are required for the work performed by a Caregiver, the Employer must reimburse the Caregiver for the cost of purchasing such special clothing or safety equipment.
 - (iii) The provisions of this Clause do not apply where the special clothing or safety equipment is paid for by the Employer.
- (b) Where the Employer requires a Caregiver to install and/or maintain a telephone for the purpose of being on-call, the Employer shall refund the installation costs and the subsequent rental charges on production of receipted accounts.
- (c) A tool allowance of the amount provided in Appendix B - Allowances per week for the supply and maintenance of tools shall be paid to chefs and cooks who are not provided with all necessary tools by the Employer.

55. OCCUPATIONAL HEALTH & SAFETY

- (a) SJGHC continues to remain committed to a manual-handling program aimed at injury prevention in the workplace.

- (b) The parties to this Agreement are committed to identification of hazards in the workplace and the achievement of a reduction in workplace injuries and the achievement of safe working practices.

56. REDUNDANCY

Consultation

- (a) Where the Employer has made a definite decision to make a Caregiver's position redundant, the Employer shall consult with the affected Caregiver in accordance with Clause 10 – Consultation Regarding Change.
- (b) Transfer to lower paid duties
- (c) Where a Caregiver is offered, and agrees to be transferred to lower paid duties for reasons set out in subclause (a) the Caregiver shall be entitled to the same period of notice of transfer as they would be entitled to if their employment had been terminated, or the Employer may at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new lower ordinary rates for the number of weeks' notice still owing.

Redundancy Pay

- (d) In addition to the period of notice prescribed for termination, a Caregiver whose employment is terminated for reasons set out in subclause (a) shall be paid the following amount of severance pay in respect of a period of continuous service.

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

Definitions

- (e) "Weeks' pay" means at the ordinary rate of pay for the Caregiver concerned.

Caregiver Leaving During Notice Period

- (f) A Caregiver whose employment is terminated for reasons set out in paragraph (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 Caregiver shall not be entitled to payment in lieu of notice.

Alternative Employment

- (g) Where the Employer offers the Caregiver acceptable alternative employment, no severance payment is payable in accordance with the Agreement.

Job Search Entitlement

- (h) During the period of notice of termination given by the Employer a Caregiver 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.
- (i) If the Caregiver has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the Caregiver shall, at the request of the Employer, produce proof of attendance at an interview or they shall not receive payment for the time absent.
- (j) For the purpose in subclause (i) a statutory declaration will be sufficient.

Exempted Caregivers

- (k) This clause shall not apply:
 - (i) Where the Caregiver has less than one (1) years continuous service;
 - (ii) Where employment has been terminated because the conduct of a Caregiver justifies instant dismissal;
 - (iii) To casual Caregivers; or
 - (iv) To Caregivers engaged for a specific period of time or for a specified task or tasks.

57. FLEXIBILITY ARRANGEMENTS

- (a) An Employer and Caregiver covered by this Agreement may agree to make an individual flexibility arrangement (IFA) to vary the effect of terms of the 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 Caregiver in relation to the matter or matters it deals with; and
- (iii) The Employer and the individual Caregiver must have genuinely made the IFA without coercion or duress.
- (b) An individual flexibility arrangement may only be made after the Caregiver has commenced employment with the Employer.
- (c) If the Employer wishes to initiate the making of an IFA they must:
 - (i) give the Caregiver a written proposal; and
 - (ii) if the Employer is aware that the Caregiver has, or should reasonably be aware that the Caregiver may have, limited understanding of written English, take reasonable steps to ensure that the Caregiver understands the proposal.
- (d) If the Employer proposes to enter into an IFA with a Caregiver, the Employer must meet with the Caregiver (if the Caregiver requests such meeting) to discuss the proposal prior to entering the IFA.
- (e) 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 Caregiver being better off overall than the Caregiver would be if no IFA was made.
- (f) The Employer must ensure that the IFA:
 - (i) Is in writing; and
 - (ii) Includes the name of the Employer and Caregiver; and
 - (iii) Is signed by the Employer and Caregiver and if the Caregiver is under 18 years of age, signed by a parent or guardian of the Caregiver; and
 - (iv) Includes details of:
 - (1) The terms of the Agreement that will be varied by the IFA; and
 - (2) How the IFA will vary the effect of the terms; and

- (3) How the Caregiver will be better off overall in relation to the terms and conditions of their employment as a result of the IFA; and
- (v) States the day on which the arrangement commences; and
- (vi) Describes how the IFA can be terminated.
- (g) The Employer must give the Caregiver a copy of the IFA within 14 days after it is agreed to.
- (h) The Employer or Caregiver 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 Caregiver agree in writing — at any time.
- (i) An IFA terminated in accordance with subclause (h)(i) ceases to have effect at the end of the period of notice required under that clause.
- (j) The Caregiver may use the dispute settlement procedure in this agreement to deal with disputes that may arise concerning the matters dealt with in the IFA.

58. ACCIDENT PAY

Any reference to the *Workplace Injury Rehabilitation and Compensation Act 2013 (WIRC)* in this clause shall be deemed to include a reference to the *Accident Compensation Act 1985*.

(a) Definitions

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

(i) Total Incapacity

In the case of a Caregiver who is or deemed to be totally incapacitated within the meaning of the WIRC 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 the WIRC for the week in question and the total 38 hour weekly rate and weekly over Agreement payment for a day Caregiver which would have been payable under this part for the Caregiver's normal classification of work for the week in question if 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 a Caregiver who is or deemed to be partially incapacitated within the meaning of the WIRC 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 the WIRC for the period in question together with the

average weekly amount the Caregiver is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the Workplace Injury Commission (as it is currently known) or as agreed between the parties) and the total 38 hour weekly rate and weekly over-agreement payment for a day Caregiver which would have been payable under this part for the Caregiver's normal classification of work for the week in question if he had been performing 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.

- (1) The total 38 hour weekly agreement rate and weekly over-agreement payment abovementioned shall be the same as that applying for a total incapacity provided that where a Caregiver receives a weekly payment under this section and subsequently such payment is reduced pursuant to the WIRCA 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 (a)(i) and (a)(ii) payments made to a Caregiver arising from a production incentive earnings scheme (whether arising from a payment by results, task or bonus scheme or however titled) shall not be taken into account.

(iii) Payment for part of a week

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

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

(b) Qualification for payment

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

- (i) Accident pay shall only be payable to a Caregiver whilst such Caregiver remains in the employment of the Employer by whom they were employed at the time of the incapacity and then only for such period as they receive a weekly payment under the WIRA. Provided that if a Caregiver on partial incapacity cannot obtain suitable employment from the Employer but such alternative employment is available with another Employer then the relevant amount of accident pay shall be payable.

- (1) Provided further that in the case of the termination of employment by the Employer of a Caregiver who is incapacitated and who except for such termination would be entitled to accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where the termination is due to serious and/or wilful misconduct on the part of the Caregiver.
 - (2) In order to qualify for the continuance of accident pay on termination a Caregiver shall if required provide evidence to the Employer of the continuing payment of weekly Caregivers 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 (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 the WIRA such injuries shall not be subject to accident pay unless the Caregiver has been employed with the Employer at the time of the incapacity for a minimum period of one (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 a Caregiver who contracts an infectious disease in the course of duty and is entitled to receive workers compensation therefore shall receive accident pay from the first day of the incapacity.
- (e) Maximum period of payment

The maximum period or aggregate of periods of accident pay to be made by an Employer shall be a total of 39 weeks for any one (1) injury as defined in subclause (a)(iv).
- (f) Absences on other paid leave

A Caregiver shall not be entitled to payment of accident pay in respect of any period of other paid leave of absence.
- (g) Notice of injury

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

(h) Medical examination

- (i) In order to receive entitlement to accident pay a Caregiver shall conform to the requirements of the WIRA as to medical examination.
- (ii) Where in accordance with the WIRA a medical referee gives a certificate as to the condition of the Caregiver and their fitness for work, or specifies work for which the Caregiver is fit and such work is made available by the Employer and refused by the Caregiver, or the Caregiver fails to commence the work, accident pay shall cease from the date of such refusal or failure to commence the work.

(i) Cessation of weekly payments

Where there is a cessation or redemption of weekly compensation payments under the WIRA the Employer's liability to pay accident pay shall cease as from the date of such cessation or redemption.

(j) Civil damage claims

- (i) A Caregiver receiving, or who has received accident pay shall advise the Employer of any action they may institute or any claim they may make for damages. Further the Caregiver shall, if requested, provide an authority to the Employer entitling the Employer to a charge upon any money payable pursuant to any judgement or settlement on that injury.
- (ii) Where a Caregiver obtains a judgement or settlement for damages in respect of an injury for which 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 Caregiver shall pay to the Employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.
- (iii) Where a Caregiver obtains a judgement or settlement for damages against a person other than the Employer in respect of an injury for which 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 Caregiver shall pay to the 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 WIRA shall not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.

(m) Death of a Caregiver

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

59. PAYROLL DEDUCTION OF UNION DUES

- (a) On written request by an Employee, the Employer must deduct union membership dues from the Employee's after tax-wages. The Employee must indicate their category of union membership to determine the applicable amount of dues to be deducted. The Employee may change their nominated category of membership for the purpose of deductions once a year.
- (b) Monies collected will be forwarded to the respective union monthly together with all necessary information to enable the reconciliation of crediting of subscriptions to members' accounts.
- (c) The unions will inform the Employer and Employees who are members of the respective unions of changes to the union membership dues when there is a change made in accordance with their rules.
- (d) An Employee may cease the deduction under this clause by notifying the Employer in writing.

60. NOTICEBOARDS

A notice board will be readily accessible in each ward/unit/work area or nearest staff room where persons eligible to be members of the respective Union, are employed and where notices can be displayed.

61. DISCIPLINE

Where the Employer has concerns about the conduct of a Caregiver, or a performance issue that may constitute misconduct, the following procedure is to apply.

Investigative procedure

- (a) The Employer will advise the Caregiver of the concerns in question and any allegation in writing and conduct a fair investigation having proper regard to procedural fairness and the factors set out below.
- (b) Important procedural factors at this point in time include:
 - (i) The Employer must take all reasonable steps to give the Caregiver a reasonable opportunity to answer any concerns or allegations.
 - (ii) The reason for any interview is to be explained.
 - (iii) The Caregiver is to be provided in writing with any allegations of misconduct and sufficient information about the allegation/s being made so as to make an

informed response. They must also be given a reasonable time in which to respond.

- (iv) If the Caregiver raises an issue in their response to the Employer's concerns or allegations, that warrants further investigation, the Employer shall take reasonable steps to investigate the matter.
- (v) A reasonable opportunity is to be provided for a support person or representative of the Caregiver's choice to attend all interviews or meetings conducted by the Employer with the Caregiver provided that this shall not unduly delay processes.

Disciplinary procedure

- (c) If following the investigation, the Employer reasonably considers that the Caregiver's conduct may warrant disciplinary steps being taken, the Employer will notify the Caregiver in writing of the basis of its view and invite the Caregiver to bring forward any issues they believe should be considered by the Employer in determining an appropriate sanction. The Employer will meet with the Caregiver (and their support person/representative) if requested by the Caregiver to discuss the finding and listen to issues for consideration as per above clause.
- (d) In considering whether the Caregiver should be disciplined the Employer will consider:
 - (i) whether the Caregiver knew or ought to have known that the conduct was below acceptable standards; and
 - (ii) any explanation by the Caregiver relating to conduct.

Possible outcomes

- (e) Where it is determined that after following the procedures in this clause, that disciplinary action is warranted, the Employer may take any of the following steps depending on the seriousness of the conduct:
 - (i) Issue the Caregiver, with counselling/a verbal warning to be recorded as such on the Caregiver's personnel file;
 - (ii) Issue the Caregiver with a first written warning;
 - (iii) Give the Caregiver a second written warning in the event that the Caregiver has previously been given a first warning;
 - (iv) Give the Caregiver a final written warning in the event that the Caregiver has previously been given a second written warning or in relation to a serious matter;
 - (v) Terminate the Caregiver with notice;
 - (vi) Terminate the Caregiver without notice where the conduct is serious misconduct (as defined for the purposes of the Act and its regulations).

- (f) In lieu of terminating employment, in cases that may otherwise entitle the Employer to terminate the Caregiver's employment for serious misconduct, the Employer may issue a final written warning without following the steps in subclause (e) above.
- (g) The Employer's decision and a summary of its reasons will be notified to the Caregiver in writing.

62. TRANSITION TO RETIREMENT

- (a) A Caregiver 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) To be appointed to a role that has a lower hourly rate of pay or hours.

63. PRESERVATION OF ENTITLEMENTS

A Caregiver who is transferred within the SJGHC, will have all entitlements preserved.

64. REGRADING

- (a) Where the nature of the work undertaken by an Employee changes, such that the majority of the work regularly performed is work of a type normally associated with a higher classification, the Employee may apply to have their position reclassified to the higher classification.
- (b) An application for regrading by an Employee must be made in writing.

- (c) SJGHC will respond to the request in writing within a reasonable timeframe, and where possible no less than one month after receiving the written request, indicating whether the application is approved or denied.
- (d) Simply performing more work at the same classification or different work at the same classification does not qualify for re-grading.
- (e) Factors with a bearing on the decision may include whether the changes:
 - (i) involve the exercise of skills, responsibility and/or autonomy normally undertaken at a higher classification; and/or
 - (ii) are permanent or temporary.

APPENDIX A – WAGES

Table 1 - General Classifications					
		Current (weekly)	FFPPOA 1 July 2025	FFPPOA 1 July 2026	FFPPOA 1 July 2027
			4%	3%	3%
Wage/Skill Group 1					
	Year 1	\$976.35	\$1,015.40	\$1,045.87	\$1,077.24
	Year 2	\$992.84	\$1,032.55	\$1,063.53	\$1,095.44
	Year 3	\$1,000.43	\$1,040.45	\$1,071.66	\$1,103.81
	Year 4	\$1,008.24	\$1,048.57	\$1,080.03	\$1,112.43
	Year 5	\$1,016.27	\$1,056.92	\$1,088.63	\$1,121.29
Wage/Skill Group 2					
	Year 1	\$1,006.29	\$1,046.54	\$1,077.94	\$1,110.28
	Year 2	\$1,014.31	\$1,054.88	\$1,086.53	\$1,119.12
	Year 3	\$1,022.78	\$1,063.69	\$1,095.60	\$1,128.47
	Year 4	\$1,030.37	\$1,071.58	\$1,103.73	\$1,136.84
	Year 5	\$1,038.18	\$1,079.71	\$1,112.10	\$1,145.46
Wage/Skill Group 3					
	Year 1	\$1,031.45	\$1,072.71	\$1,104.89	\$1,138.04
	Year 2	\$1,039.48	\$1,081.06	\$1,113.49	\$1,146.90
	Year 3	\$1,047.94	\$1,089.86	\$1,122.55	\$1,156.23
	Year 4	\$1,055.53	\$1,097.75	\$1,130.68	\$1,164.60
	Year 5	\$1,063.34	\$1,105.87	\$1,139.05	\$1,173.22
Wage/Skill Group 4					
	Year 1	\$1,043.93	\$1,085.69	\$1,118.26	\$1,151.81
	Year 2	\$1,051.95	\$1,094.03	\$1,126.85	\$1,160.65
	Year 3	\$1,060.42	\$1,102.84	\$1,135.92	\$1,170.00
	Year 4	\$1,068.01	\$1,110.73	\$1,144.05	\$1,178.37
	Year 5	\$1,075.82	\$1,118.85	\$1,152.42	\$1,186.99
Wage/Skill Group 5					
	Year 1	\$1,068.88	\$1,111.64	\$1,144.98	\$1,179.33
	Year 2	\$1,076.90	\$1,119.98	\$1,153.58	\$1,188.18
	Year 3	\$1,085.36	\$1,128.77	\$1,162.64	\$1,197.52
	Year 4	\$1,092.96	\$1,136.68	\$1,170.78	\$1,205.90
	Year 5	\$1,100.77	\$1,144.80	\$1,179.14	\$1,214.52
Wage/Skill Group 6					
	Year 1	\$1,081.46	\$1,124.72	\$1,158.46	\$1,193.21
	Year 2	\$1,089.05	\$1,132.61	\$1,166.59	\$1,201.59
	Year 3	\$1,097.95	\$1,141.87	\$1,176.12	\$1,211.41
	Year 4	\$1,105.54	\$1,149.76	\$1,184.25	\$1,219.78
	Year 5	\$1,113.35	\$1,157.88	\$1,192.62	\$1,228.40
Wage/Skill Group 7					
	Year 1	\$1,109.12	\$1,153.48	\$1,188.09	\$1,223.73
	Year 2	\$1,117.15	\$1,161.84	\$1,196.69	\$1,232.59
	Year 3	\$1,125.61	\$1,170.63	\$1,205.75	\$1,241.93
	Year 4	\$1,133.20	\$1,178.53	\$1,213.88	\$1,250.30
	Year 5	\$1,141.01	\$1,186.65	\$1,222.25	\$1,258.92
Wage/Skill Group 8					
	Year 1	\$1,131.79	\$1,177.06	\$1,212.37	\$1,248.74

Year 2	\$1,139.82	\$1,185.41	\$1,220.98	\$1,257.60
Year 3	\$1,148.28	\$1,194.21	\$1,230.04	\$1,266.94
Year 4	\$1,155.87	\$1,202.10	\$1,238.17	\$1,275.31
Year 5	\$1,163.68	\$1,210.23	\$1,246.53	\$1,283.93
Wage/Skill Group 9				
Year 1	\$1,162.27	\$1,208.76	\$1,245.02	\$1,282.37
Year 2	\$1,170.30	\$1,217.11	\$1,253.63	\$1,291.23
Year 3	\$1,178.76	\$1,225.91	\$1,262.69	\$1,300.57
Year 4	\$1,186.35	\$1,233.80	\$1,270.82	\$1,308.94
Year 5	\$1,194.16	\$1,241.93	\$1,279.18	\$1,317.56
Wage/Skill Group 10				
Year 1	\$1,232.23	\$1,281.52	\$1,319.96	\$1,359.56
Year 2	\$1,240.26	\$1,289.87	\$1,328.57	\$1,368.42
Year 3	\$1,248.72	\$1,298.67	\$1,337.63	\$1,377.76
Year 4	\$1,256.31	\$1,306.56	\$1,345.76	\$1,386.13
Year 5	\$1,264.12	\$1,314.68	\$1,354.13	\$1,394.75
Wage/Skill Group 11				
Year 1	\$1,295.26	\$1,347.07	\$1,387.48	\$1,429.11
Year 2	\$1,303.28	\$1,355.41	\$1,396.07	\$1,437.96
Year 3	\$1,311.74	\$1,364.21	\$1,405.14	\$1,447.29
Year 4	\$1,319.34	\$1,372.11	\$1,413.28	\$1,455.68
Year 5	\$1,327.15	\$1,380.24	\$1,421.64	\$1,464.29
Wage/Skill Group 12				
Year 1	\$1,364.48	\$1,419.06	\$1,461.63	\$1,505.48
Year 2	\$1,406.07	\$1,462.31	\$1,506.18	\$1,551.37
Wage/Skill Group 13				
Year 1	\$1,468.45	\$1,527.19	\$1,573.00	\$1,620.19
Year 2	\$1,530.82	\$1,592.05	\$1,639.81	\$1,689.01
Wage/Skill Group 14				
Year 1	\$1,593.20	\$1,656.93	\$1,706.64	\$1,757.83
Year 2	\$1,655.59	\$1,721.81	\$1,773.47	\$1,826.67

Table 2 - Technicians & Coders					
Anaesthetic Technician					
		Current (weekly)	FFPPOA 1 July 2025	FFPPOA 1 July 2026	FFPPOA 1 July 2027
			4%	3%	3%
Grade 1					
	Year 1	\$1,340.81	\$1,394.44	\$1,436.28	\$1,479.36
	Year 2	\$1,348.84	\$1,402.79	\$1,444.88	\$1,488.22
	Year 3	\$1,357.30	\$1,411.59	\$1,453.94	\$1,497.56
	Year 4	\$1,364.89	\$1,419.49	\$1,462.07	\$1,505.93
	Year 5	\$1,372.70	\$1,427.61	\$1,470.44	\$1,514.55
Grade 2					
	Year 1	\$1,431.17	\$1,488.42	\$1,533.07	\$1,579.06
	Year 2	\$1,439.20	\$1,496.77	\$1,541.67	\$1,587.92
	Year 3	\$1,447.66	\$1,505.57	\$1,550.73	\$1,597.26
	Year 4	\$1,455.25	\$1,513.46	\$1,558.86	\$1,605.63
	Year 5	\$1,463.06	\$1,521.58	\$1,567.23	\$1,614.25
Grade 3					
	Year 1	\$1,536.06	\$1,597.50	\$1,645.43	\$1,694.79
	Year 2	\$1,544.09	\$1,605.85	\$1,654.03	\$1,703.65
	Year 3	\$1,552.87	\$1,614.98	\$1,663.43	\$1,713.34
	Year 4	\$1,560.14	\$1,622.55	\$1,671.22	\$1,721.36
	Year 5	\$1,567.95	\$1,630.67	\$1,679.59	\$1,729.98
Grade 4					
	Year 1	\$1,626.09	\$1,691.13	\$1,741.87	\$1,794.12
	Year 2	\$1,634.12	\$1,699.48	\$1,750.47	\$1,802.98
	Year 3	\$1,642.58	\$1,708.28	\$1,759.53	\$1,812.32
	Year 4	\$1,650.17	\$1,716.18	\$1,767.66	\$1,820.69
	Year 5	\$1,657.98	\$1,724.30	\$1,776.03	\$1,829.31
Theatre Technician					

		Current (weekly)	FFPPOA 1 July 2025	FFPPOA 1 July 2026	FFPPOA 1 July 2027
			4%	3%	3%
Grades					
	Grade 1		\$1,301.10	\$1,340.14	\$1,380.34
	Grade 2		\$1,387.44	\$1,429.07	\$1,471.94
	Grade 3		\$1,462.47	\$1,506.34	\$1,551.53
	Grade 4		\$1,567.75	\$1,614.78	\$1,663.22
	Grade 5		\$1,619.28	\$1,667.86	\$1,717.89
	Grade 6		\$1,773.20	\$1,826.40	\$1,881.19

Pharmacy Technician					
		Current (weekly)	FFPPOA 1 July 2025	FFPPOA 1 July 2026	FFPPOA 1 July 2027
			4%	3%	3%
Grade 1					
	Year 1	\$1,059.33	\$1,101.70	\$1,134.75	\$1,168.80
	Year 2	\$1,067.36	\$1,110.05	\$1,143.36	\$1,177.66
	Year 3	\$1,075.82	\$1,118.85	\$1,152.42	\$1,186.99
	Year 4	\$1,083.41	\$1,126.75	\$1,160.55	\$1,195.37
	Year 5	\$1,091.22	\$1,134.87	\$1,168.91	\$1,203.98
Grade 2					
	Year 1	\$1,221.82	\$1,270.69	\$1,308.81	\$1,348.08
	Year 2	\$1,229.85	\$1,279.04	\$1,317.42	\$1,356.94
	Year 3	\$1,238.31	\$1,287.84	\$1,326.48	\$1,366.27
	Year 4	\$1,245.90	\$1,295.74	\$1,334.61	\$1,374.65
	Year 5	\$1,253.71	\$1,303.86	\$1,342.97	\$1,383.26
Grade 3					
	Year 1	\$1,292.54	\$1,344.24	\$1,384.57	\$1,426.11
	Year 2	\$1,300.57	\$1,352.59	\$1,393.17	\$1,434.97
	Year 3	\$1,309.03	\$1,361.39	\$1,402.23	\$1,444.30
	Year 4	\$1,316.62	\$1,369.28	\$1,410.36	\$1,452.67
	Year 5	\$1,324.43	\$1,377.41	\$1,418.73	\$1,461.29
Grade 4					
	Year 1	\$1,412.51	\$1,469.01	\$1,513.08	\$1,558.47

Year 2	\$1,420.54	\$1,477.36	\$1,521.68	\$1,567.33
Year 3	\$1,429.00	\$1,486.16	\$1,530.74	\$1,576.67
Year 4	\$1,436.59	\$1,494.05	\$1,538.88	\$1,585.04
Year 5	\$1,444.40	\$1,502.18	\$1,547.24	\$1,593.66

Instrument Technician					
	Current (weekly)	FFPPOA 1 July 2025	FFPPOA 1 July 2026	FFPPOA 1 July 2027	
		4%	3%	3%	
Grades					
	Grade 1	\$1,206.38	\$1,242.57	\$1,279.85	
	Grade 2	\$1,332.07	\$1,372.04	\$1,413.20	
	Grade 3	\$1,362.78	\$1,403.67	\$1,445.78	
	Grade 4	\$1,495.79	\$1,540.66	\$1,586.88	
	Grade 5	\$1,544.96	\$1,591.31	\$1,639.05	
	Grade 6	\$1,691.81	\$1,742.56	\$1,794.84	

Clinical Coder					
	Current (weekly)	FFPPOA 1 July 2025	FFPPOA 1 July 2026	FFPPOA 1 July 2027	
		4%	3%	3%	
	Year 1	\$1,373.57	\$1,428.51	\$1,471.37	\$1,515.51
	Year 2	\$1,475.97	\$1,535.01	\$1,581.06	\$1,628.49
	Year 3	\$1,563.94	\$1,626.50	\$1,675.29	\$1,725.55
	Year 4	\$1,674.80	\$1,741.79	\$1,794.05	\$1,847.87
	Year 5	\$1,759.08	\$1,829.44	\$1,884.33	\$1,940.86
	Year 6	\$1,849.76	\$1,923.75	\$1,981.46	\$2,040.91
	Year 7	\$1,899.12	\$1,975.08	\$2,034.34	\$2,095.37

Table 3 - Allied Health Assistants					
		Current (weekly)	FFPPOA 1 July 2025	FFPPOA 1 July 2026	FFPPOA 1 July 2027
			4%	3%	3%
Grade 1					
	Year 1	\$1,006.29	\$1,046.54	\$1,077.94	\$1,110.28
	Year 2	\$1,014.31	\$1,054.88	\$1,086.53	\$1,119.12
	Year 3	\$1,022.78	\$1,063.69	\$1,095.60	\$1,128.47
	Year 4	\$1,030.37	\$1,071.58	\$1,103.73	\$1,136.84
	Year 5	\$1,038.18	\$1,079.71	\$1,112.10	\$1,145.46
Grade 2					
	Year 1	\$1,137.07	\$1,182.55	\$1,218.03	\$1,254.57
	Year 2	\$1,143.22	\$1,188.95	\$1,224.62	\$1,261.36
	Year 3	\$1,149.37	\$1,195.34	\$1,231.21	\$1,268.14
	Year 4	\$1,155.51	\$1,201.73	\$1,237.78	\$1,274.92
	Year 5	\$1,161.66	\$1,208.13	\$1,244.37	\$1,281.70
Grade 3					
	Year 1	\$1,196.77	\$1,244.64	\$1,281.98	\$1,320.44
	Year 2	\$1,202.92	\$1,251.04	\$1,288.57	\$1,327.22
	Year 3	\$1,209.07	\$1,257.43	\$1,295.16	\$1,334.01
	Year 4	\$1,215.21	\$1,263.82	\$1,301.73	\$1,340.78
	Year 5	\$1,221.36	\$1,270.21	\$1,308.32	\$1,347.57
Table 4 - Facilities Management					
		Current (weekly)	FFPPOA 1 July 2025	FFPPOA 1 July 2026	FFPPOA 1 July 2027
			4%	3%	3%
Maintenance / Handyperson (unqualified)					
	Year 1	\$976.68	\$1,015.75	\$1,046.22	\$1,077.61
	Year 2	\$993.17	\$1,032.90	\$1,063.88	\$1,095.80
	Year 3	\$1,000.77	\$1,040.80	\$1,072.02	\$1,104.19
	Year 4	\$1,008.58	\$1,048.92	\$1,080.39	\$1,112.80
	Year 5	\$1,016.61	\$1,057.27	\$1,088.99	\$1,121.66
Maintenance / Trade Assistant					
	Year 1	\$1,006.63	\$1,046.90	\$1,078.30	\$1,110.65
	Year 2	\$1,014.66	\$1,055.25	\$1,086.90	\$1,119.51

	Year 3	\$1,023.12	\$1,064.04	\$1,095.97	\$1,128.85
	Year 4	\$1,030.72	\$1,071.95	\$1,104.11	\$1,137.23
	Year 5	\$1,038.53	\$1,080.07	\$1,112.47	\$1,145.85
Maintenance / Handyperson (advanced)					
	Year 1	\$1,162.66	\$1,209.17	\$1,245.44	\$1,282.80
	Year 2	\$1,170.69	\$1,217.52	\$1,254.04	\$1,291.66
	Year 3	\$1,179.15	\$1,226.32	\$1,263.11	\$1,301.00
	Year 4	\$1,186.75	\$1,234.22	\$1,271.25	\$1,309.38
	Year 5	\$1,194.56	\$1,242.34	\$1,279.61	\$1,318.00
Maintenance Officer (non-trade)					
	Year 1	\$1,232.65	\$1,281.96	\$1,320.41	\$1,360.03
	Year 2	\$1,240.68	\$1,290.31	\$1,329.02	\$1,368.89
	Year 3	\$1,249.14	\$1,299.11	\$1,338.08	\$1,378.22
	Year 4	\$1,256.74	\$1,307.01	\$1,346.22	\$1,386.61
	Year 5	\$1,264.55	\$1,315.13	\$1,354.59	\$1,395.22
Maintenance Officer (trade) / Tradesperson					
	Level 1	\$1,358.25	\$1,412.58	\$1,454.96	\$1,498.61
	Level 2	\$1,538.02	\$1,599.54	\$1,647.53	\$1,696.95
	Level 3	\$1,657.26	\$1,723.55	\$1,775.26	\$1,828.51

Table 5 - Junior & Apprentice Caregivers		
Junior Caregivers (other than Junior Assistant Gardeners)		
	Percentage of the appropriate rate prescribed in this agreement	
Age		
	Under 17 years	60%
	17 years	70%
	18 years	80%
	19 years	90%
	20 years, and thereafter	100%
Junior Assistant Gardeners		
	Percentage of the "Assistant Gardener" rate prescribed in this agreement	

Age		
	Under 17 years	70%
	17 years	80%
	18 years	90%
	19 years, and thereafter	100%
Apprentice Cooks		
	Percentage of the "Trade Cook" rate prescribed in this agreement	
Year of Apprenticeship		
	Year 1	55%
	Year 2	65%
	Year 3	90%
	Year 4	95%

APPENDIX B – ALLOWANCES

Table 1 - Allowances						
		Clause	Current	FFPPOA 1 July 2025	FFPPOA 1 July 2026	FFPPOA 1 July 2027
				4%	3%	3%
Shift						
	Morning (per shift)	29(a)	\$26.72	\$27.79	\$28.62	\$29.48
	Afternoon (per shift)	29(a)	\$26.72	\$27.79	\$28.62	\$29.48
	Night (per shift)	29(b)	\$42.63	\$44.34	\$45.67	\$47.04
	Permanent Night (per shift)	29(b)	\$53.37	\$55.50	\$57.17	\$58.89
Meal						
	After 1 hour	49(a)(i)(1)	\$11.61	\$12.07	\$12.44	\$12.81
	After 4 hours	49(a)(i)(2)	\$9.22	\$9.59	\$9.88	\$10.17
	After 5 hours on Sat, Sun or RDO	49(a)(i)(3)	\$12.47	\$12.97	\$13.36	\$13.76
	After 9 hours on Sat, Sun or RDO	49(a)(i)(4)	\$9.98	\$10.38	\$10.69	\$11.01
Uniform						
	Per day	52(a)(i)(1)	\$1.49	\$1.55	\$1.60	\$1.64
	Per week	52(a)(i)(1)	\$7.54	\$7.84	\$8.08	\$8.32
Laundry						
	Per day	52(a)(i)(1)	\$0.39	\$0.41	\$0.42	\$0.43
	Per week	52(a)(i)(1)	\$1.80	\$1.87	\$1.93	\$1.99
Other						
	Change of Roster (per shift)	26(c)	\$26.68	\$27.79	\$28.62	\$29.48
	Nominee (per week)	46(a)	\$33.50	\$34.84	\$35.89	\$36.96
	Forklift (per hour)	47(c)	\$0.54	\$0.56	\$0.58	\$0.60
	On-Call (per hour)	50(a)	\$3.64`	\$3.79	\$3.90	\$4.02
	Vehicle (per km)	51(c)	ATO Rate	ATO Rate	ATO Rate	ATO Rate
	Tools (per week)	52(c)	\$12.47	\$12.97	\$13.36	\$13.76
In Charge						
	1-9 other Caregivers	48(a)	\$1.96	\$2.05	\$2.11	\$2.17
	10-29 other Caregivers	48(a)	\$2.81	\$2.93	\$3.01	\$3.10
	30 or more other Caregivers	48(a)	\$4.21	\$4.39	\$4.52	\$4.66

SCHEDULE 1 – SUPPORTED WAGE

(a) Workers eligible for a supported wage

This Schedule defines the conditions which will apply to Caregivers who, because of the effects of a disability, are eligible for a supported wage under the terms of this Agreement.

(b) Definitions

In the context of this Schedule, the following definitions will apply:

- (i) **"Approved Assessor"** means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
- (ii) **"Assessment Instrument"** means the tool provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.
- (iii) **"Disability Support Pension"** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
- (iv) **"Supported Wage System"** and/or "SWS" means the Commonwealth Government System to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in "Supported Wage System: Guidelines and Assessment Process".
- (v) **"SWS Wage Assessment Agreement"** means the document in the form required by the Department of Social Services that records the Caregiver's productive capacity and agreed wage rate.

(c) Eligibility criteria

- (i) Caregivers covered by this Schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Caregiver is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.
- (ii) This Schedule does not apply to any existing Caregiver who has a claim against the Employer which is subject to the provisions of workers' compensation legislation or any provision of this Agreement relating to the rehabilitation of Caregivers who are injured in the course of their current employment.
- (iii) The Agreement does not apply to the Employer in respect of their facility, program, undertaking service or the like which receives funding under the Disability Services Act 1986 (the DS Act) and fulfils the dual role of service provider and sheltered Employer to people with disabilities who are receiving or are eligible for a disability support pension, except with respect to an organisation which has received recognition under Section 10 or under Section 12A of the DS Act, or if a part only has received recognition, that part.

(d) Supported wage rates

- (i) Caregivers to whom this Schedule applies shall be paid a percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing commensurate with their assessed capacity. That is, where their capacity is assessed at 70%, they shall be paid at 70% of the applicable rate.
- (ii) Notwithstanding the above, the minimum amount payable must not be less than \$95 per week.
- (iii) Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

(e) Assessment of capacity

- (i) For the purpose of establishing the percentage of the Agreement rate to be paid to a Caregiver under this Agreement, the productive capacity of the Caregiver will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:
 - (1) the Employer and a Union party to the Agreement, in consultation with the Caregiver or, if desired by any of these; or
 - (2) the Employer and an accredited Assessor from a panel agreed to by the parties to the Agreement and the Caregiver.

(f) Lodgement of SWS Wage Assessment Agreement

- (i) All SWS Wage Assessment Agreements under the conditions of this Schedule, including the appropriate percentage of the relevant wage to be paid to the Caregiver, shall be lodged by the Employer with the Fair Work Commission.
- (ii) All SWS Wage Assessment Agreements shall be agreed and signed by the parties to the assessment. If there is a union which is a party to the Agreement and is not a party to the assessment, the assessment will be referred by the FWC to the union by certified mail and the SWS Wage Assessment Agreement will take effect unless an objection is notified to the FWC within ten (10) days.

(g) Review of assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

(h) Other terms and conditions of employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Caregivers covered by the provisions of this Schedule will be entitled to the same terms and conditions of employment as all other Caregiver's covered by this Agreement paid on a pro-rata basis.

(i) Workplace adjustment

When the Employer wishes to employ a person under the provisions of this Schedule, they shall take reasonable steps to make changes in the workplace to enhance the Caregiver's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other Caregivers in the area.

(j) Trial period

- (i) In order for an adequate assessment of the Caregiver's capacity to be made, the Employer may employ a person under the provisions of this Schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (ii) During that trial period the assessment of capacity shall be undertaken and the percentage of the relevant wage rate for a continuing employment relationship shall be determined.
- (iii) The minimum amount payable to the worker during the trial period shall be no less than \$106 per week and will be reviewed on an annual basis.
- (iv) Work trials should include induction or training as appropriate to the job being trialled.
- (v) Where the employer and worker wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause (e) hereof.

SCHEDULE 2 – EMPLOYMENT CLASSIFICATIONS

Table A - General Classifications
Level 1
A Caregiver at this level: • Works within established routines, methods and procedures. • Has minimal responsibility, accountability or discretion. • Works under direct or routine supervision, either individually or in a team. • No previous experience or training is required.
Indicative tasks performed at this level are: <u>General Services</u> Cleaning;, car park; the sorting and packing of linen;; General Orderly functions in hospitals or other health services. <u>Food Services</u> Basic food preparation; the cooking of basic meals; cleaning of food preparation and consumption areas and cooking equipment and utensils; and the serving and delivery of meals.
Indicative positions available at this level are: • Cleaner / Environmental Services Assistant • Orderly • Patient Services Assistant • Food Services Assistant • Other Cook • Café Team Member • All other Caregivers not elsewhere provided for
Level 2
A Caregiver at this level: • Works within established routines, methods and procedures. • Has limited responsibility, accountability or discretion. • May work under limited supervision, either individually or in a team. • Possesses communication skills. • Requires on-the-job training and/or specific skills training or experience.
Indicative tasks performed at this level are: <u>General Services</u> Specialist cleaner; a laundry worker performing work on their own; general housekeeping functions; basic stores work.
Indicative positions available at this level are: • Cleaner • Housekeeping Assistant • Storeperson • Technical, Clinical and Personal Care • Patient Care Assistant (unqualified)
Level 3
A Caregiver at this level: • Is capable of prioritising work within established routines, methods and procedures. • Is responsible for work performed with a limited level of accountability or discretion. • Works under limited supervision, either individually or in a team. • Possesses sound communication skills.

• Requires specific on-the-job training and/or relevant skills, training or experience.
Indicative tasks performed at this level are: <u>General Services</u> Stores work by a Storeperson working alone; driving small vehicles (1.25 tonnes or less) within and between establishments. <u>Food Services</u> A person responsible for the conduct of a kitchen; an unqualified (non-trade) cook employed as a sole cook in a kitchen or an unqualified (non-trade) cook providing specialist cooking functions.
Indicative positions available at this level are: • Storeperson employed alone • Driver 1.25 tonnes or less • Dietary Supervisor • Cook Employed Alone • Diet Cook • Sweets Cook • Pastry Cook (Other)
Level 4
A Caregiver at this level: • Non-Clerical/Admin ○ Is capable of prioritising work within established routines, methods and procedures. ○ Is responsible for work performed with a medium level of accountability or discretion. ○ Works under limited supervision, either individually or in a team. ○ Possesses sound communication and/or arithmetic skills. ○ Requires specific on-the-job training and/or relevant skills training or experience. • Clerical/Admin ○ A Caregiver who undertakes a range of basic clerical functions within established routines, methods and procedures. None or limited experience and training are required.
Indicative tasks performed at this level are: <u>Admin/Clerical Services</u> Filing, collating, sorting. A person performing admin/clerical duties under the supervision and direction of a library technician or librarian. <u>Food Services</u> A Caregiver whose primary function is to liaise with patients and staff to obtain appropriate meal requirements of patients, and to tally and collate the overall results.
Indicative positions available at this level are: • General Clerk • Typist • Food Monitor
Level 5
A Caregiver at this level: • Is capable of prioritising work within established policies, guidelines and procedures. • Is responsible for work performed with a medium level of accountability or discretion. • Works under limited supervision, either individually or in a team. • Possesses good communication, interpersonal and/or arithmetic skills.

Requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience.
Indicative tasks performed at this level are: <u>Technical, Clinical and Personal Care</u> Unqualified Trades Instructor involved in the care, instruction or development and rehabilitation of clients. <u>General Services</u> A Caregiver performing dedicated security functions; a Caregiver performing transport-related functions, including drivers of intermediate sized vehicles (1.25 tonnes to 3 tonnes); assistants without first aid certificates or similar relevant training.
Indicative positions available at this level are: - Instructor Trades (Unqualified) - Security Officer Grade 1 - Driver 1.25 tonnes to 3 tonnes - Patient Care Assistant (Qualified) - Personal Care Attendant / Worker
Level 6
A Caregiver at this level: - Is capable of prioritising work and exercising discretion within established policies, guidelines and procedures. - Is responsible for work performed with a medium level of accountability. - Works under limited supervision, either individually or in a team. - Requires a basic knowledge of medical terminology and/or a working knowledge of health insurance schemes. (Admin/Clerical) - Possesses well-developed communication, interpersonal and/or arithmetic skills. - Requires substantial on-the-job training, may require formal qualifications and/or relevant skills, training or experience.
Indicative tasks performed at this level are: <u>Admin/Clerical Services</u> Clerical work associated with the admission and discharge of clients/patients, scheduling of appointments, completion of pro-forma letters; updating statistics; answering telephones; visitor and patient's inquiries; production of receipts; cashiering; basic switchboard operation and the use of overhead paging systems; audio typing and stenography (non-medical); calculation of time sheets and payments to staff. <u>General Services</u> A Caregiver performing transport related functions, including drivers of non-articulated vehicles over 3 tonnes.
Indicative positions available at this level are: - Switchboard Operator - Receptionist - Driver over 3 tonnes
Level 7
A Caregiver at this level: - Is capable of prioritising work and exercising discretion within established policies, guidelines and procedures. - Is responsible for work performed with a substantial level of accountability. - Works either individually or in a team.

- Requires a basic knowledge of medical terminology and/or a working knowledge of health insurance schemes. (Admin/Clerical)
- May require regular computer related duties, where those duties are an essential part of the function of the position and where the level of skill involved is multi-function administrative or batch processing.
- Possesses well-developed communication, interpersonal and/or arithmetic skills.
- Requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

Admin/Clerical Services

An admin/clerical Caregiver whose duties involve regular computer-related duties of a multi-functional or batch processing nature.

All classifications as per admin/clerical grades 1 & 2 (wage levels 4 & 6) with computer use.

General Services

A printer with Trade qualifications performing general printing or related duties; a storeperson who is required to regularly access computers in the course of their employment; a dedicated Security Officer required to regularly access computers in the course of their employment and/or has been provided with relevant training; a Caregiver performing transport related functions, including drivers of articulated vehicles.

Indicative positions available at this level are:

- Receptionist/Administration Clerk
- Computer Clerk (comprehensive list provide in Definitions below)
- Storeperson (Advanced)
- Driver articulated 12-13 Tonnes
- Security Officer Grade 2
- A Cook with relevant qualifications
- Second Cook Grade D
- Trade Cook

Level 8

A Caregiver at this level:

- Is capable of functioning semi-autonomously, and prioritising their own work within established policies, guidelines and procedures.
- Is responsible for work performed with a substantial level of accountability.
- Works either individually or in a team.
- Requires comprehensive knowledge of medical terminology and/or a working knowledge of health insurance schemes. (Admin/Clerical)
- May require basic computer knowledge or be required to use a computer on a regular basis.
- Possesses administrative skills and problem solving abilities.
- Possesses well-developed communication, interpersonal and/or arithmetic skills.
- Requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

Admin/Clerical Services

A person undertaking medical audio-typing or stenography or secretarial functions. Provision of interpreting services by an unqualified Interpreter or assisting a qualified Interpreter in the performance of their work.

Indicative positions available at this level are:

- Medical Receptionist
- Medical Audio Typist
- Secretary
- A Cook or Chef with relevant qualifications
- Chef Grade D
- Second Cook Grade C

Level 9

A Caregiver at this level:

- Is capable of functioning with a high level of autonomy, and prioritising their own work within established policies, guidelines and procedures.
- Is responsible for work performed with a substantial level of accountability and responsibility.
- Works either individually or in a team.
- May require comprehensive computer knowledge or be required to use a computer on a regular basis.
- Possesses administrative skills and problem solving abilities.
- Possesses well-developed communication, interpersonal and/or arithmetic skills.
- May require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

Admin/Clerical Services

A computer clerk who is required as a normal consequence of their position to perform more complex computer related duties that are outside the normal operating parameters of a dedicated software system (e.g. accessing the operating system, configuring or installing programs) or required to perform more advanced, responsible or complex functions within a dedicated software system (e.g. basic system maintenance or administration, security back-ups etc.); a Pay Clerk with a working knowledge of relevant industrial awards.

General Services

A Printer with post-trade qualifications or specialisation and who is required to work autonomously.

Indicative positions available at this level are:

- Computer Clerk (Advanced)
- Food Services
- A Cook or Chef with relevant qualifications
- Second Cook Grade B
- Chef Grade C

Level 10

A Caregiver at this level:

- Is capable of functioning autonomously, and prioritising their own work within established policies, guidelines and procedures.
- Is responsible for work performed with a substantial level of accountability and responsibility.
- Works either individually or in a team.
- May require comprehensive computer knowledge or be required to use a computer on a regular basis.
- Possesses administrative skills and problem solving abilities.
- Possesses well-developed communication, interpersonal and/or arithmetic skills.
- Will most likely require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

Technical, Clinical and Personal Care

An Instructor Trades in their first year of employment.

Indicative positions available at this level are:

- Accounting Assistant
- Instructor Trades (Qualified) Yr. 1
- A Cook or Chef with relevant qualifications.
- Chef B
- Second Cook A

Level 11

A Caregiver at this level:

- Is capable of functioning autonomously, and prioritising their own work and the work of others within established policies, guidelines and procedures.
- Is responsible for work performed with a substantial level of accountability and responsibility.
- May supervise the work of others, including work allocation, rostering and guidance.
- Works either individually or in a team.
- May require comprehensive computer knowledge or be required to use a computer on a regular basis.
- Possesses developed administrative skills and problem solving abilities.
- Possesses well-developed communication, interpersonal and/or arithmetic skills.
- May require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.
- Roles in this level will involve supervising a team of no more than ten (10) full time equivalent direct reports, and monitoring workflow of an area.

Indicative tasks performed at this level are:

Admin/Clerical Services

Provision of personal secretarial support; a qualified Interpreter with NAATI accreditation; supervision, work allocation and rostering and/or guidance of staff.

General Services

Supervision, work allocation, on-the-job training and rostering and/or guidance of staff.

Food Services

A Cook or Chef with relevant qualifications; supervision, work allocation and rostering and/or guidance of staff.

Technical, Clinical and Personal Care

An Instructor Trades (Qualified) in their second year of employment.

Indicative positions available at this level are:

- Executive Assistant
- Clerical Supervisor
- Interpreter (Qualified)
- Chef Grade A
- Food Services Supervisor
- Instructor Trades (Qualified) Yr. 2 and after
- General Services Supervisor

Level 12

A Caregiver at this level:

- Will possess the qualifications, skills and experience of a Level 11, with delivery at a higher capacity.

- Roles in this level will involve managing a team of no more than twenty (20) full time equivalent direct reports, contribute to the management of a budget, and monitoring workflow of an area.
- Will perform work in relation to established priorities, task methodology and work practices to achieve results in line with the Employer's goals. This may be highly specialised and/or detailed in its nature.
- May be required to hold a formal qualification.

Appointment to this Level is at the discretion of the Employer.

Level 13

A Caregiver at this level:

- Will possess the qualifications, skills and experience of a Level 12, with delivery at a higher capacity.
- Roles in this level will involve managing a team of no more than thirty (30) full time equivalent direct reports, managing a budget, and monitoring workflow of an area.
- Will perform work in relation to established priorities, task methodology and work practices to achieve results in line with the Employer's goals. This may be highly specialised and/or detailed in its nature.
- May be required to hold a formal qualification.

Appointment to this Level is at the discretion of the Employer.

Level 14

A Caregiver at this level:

- Will encompass the qualifications, skills and experience of a Level 13, with delivery at a higher capacity.
- Roles in this level will involve managing a team of thirty (30) or more full time equivalent direct reports, managing a budget, and monitoring workflow of an area.
- Will perform work in relation to established priorities, task methodology and work practices to achieve results in line with the Employer's goals. This may be highly specialised and/or detailed in its nature.
- May be required to hold a formal qualification.

Appointment to this Level is at the discretion of the Employer.

Definitions – General Classifications

Technical, Clinical and Personal Care	
Instructor Trades (Unqualified)	
	Means a person appointed as such, who under the direction and supervision of the Therapist is required to perform work of a general nature and who is responsible for the general tidiness of the workshop and for safe workshop practice with patients and who performs other duties as directed by the Instructor and Therapist.
Instructor Trades (Qualified)	
	Means a person appointed as such, who has obtained a relevant Trade Certificate and who has had at least three years trade experience, which may include in-house experience, and who under the direction and supervision of the Therapist: • assists in arranging and supervising training projects for patients referred to the workshop for therapeutic and/or assessment purposes; • instructs patients in the use, care and maintenance of tools and equipment • under direction from a Therapist carries out reports and assessments of patients; and

	assists the Therapist in the design, adaptation and construction of the special equipment and aides.
Technical, Therapy and Personal Care Supervisor	
	Is a person appointed as such performing work which involves the supervision of staff within the Technical, Clinical and Personal Care stream of this Agreement, or the supervision of staff within a Technical, Therapy and Personal Care related department or section (but excluding Pathology Collectors). Such a person would be responsible for administrative duties such as work allocation, training, rostering and guidance of fifteen (15) or more staff and may assist in the recruitment of staff.
Patient Care Assistant	
	A person who provides a high standard of care for patients in the areas of patient care, patient transport and provides support to the nursing care team as directed.
Patient Services Assistant	
	A Caregiver that is responsible for the overall cleanliness and maintenance of ward areas and provides assistance to move, lift and transport patients.
Clerical/Administrative	
Clerical Supervisor	
	Is a person appointed as such performing work which involves the supervision of staff within the Admin/Clerical Stream of this Agreement or the supervision of staff within an Administrative/Clerical Services related department or section.
Computer Clerk	
	Means clerical Caregivers in the following classifications where their employment involves regular computer related duties, where those duties are an essential part of the function of the position and where the level of skill involved is "multi-function administrative" or "batch processing": - General Clerk - Typist - Switchboard Operator - Receptionist - Ward Clerk - Inpatients/Out-patients Clerk - Patient Liaison Officer - Admissions Clerk - Audio Typist (Other) - Medical Records Clerk
Computer Clerk Advanced	
	Means a Caregiver required to perform more complex computer related duties that are outside the normal operating parameters of a dedicated software system (e.g. accessing the operating system, configuring or installing programs) or is required to perform advanced, responsible or complex functions within a dedicated software system (e.g. basic system maintenance or administration, security back-ups etc).
Executive Assistant	
	Is a person who in addition to possessing and using secretarial skills (e.g. word processing, stenography, reception and typing), provides services at the senior management level including attending to organisational matters (e.g. managing diaries,

	meetings, agendas, taking of minutes), liaising with other departments or divisions and involvement with routine correspondence.	
General Services		
General Services Supervisor		
	Is a person appointed as such performing work which involves the supervision of staff within the General Services Stream of this Agreement or the supervision of staff within a General Services related department or section. Such a person would be responsible for administrative duties such as work allocation, training, rostering and guidance of fifteen (15) or more staff and may assist in the recruitment of staff.	
Hospital Attendant		
	Means a Caregiver appointed as such and who, as part of their ordinary duties, is required to perform a patrol function.	
Security Officer Grade 1		
	Means a Caregiver performing a dedicated security function involving the security of patients, staff or the facilities.	
Security Officer Grade 2		
	A Caregiver as per Security Officer Grade 1 who is required to regularly access computers in the course of their employment and/or has been provided with relevant training.	
Storeperson Advanced		
	Is a person employed as a storeperson or storeperson alone who is required to regularly access computers in the course of their employment.	
Food Services		
Chef		
	Means a person employed as such in a hospital who may be required by the Employer to supervise staff, give any necessary instruction in all the branches of cooking, prepare food service staff rosters, assist in the planning of meals, assist in the pricing of meals for departmental budgets, assist in the requisitioning and purchasing of all stores and to assist where necessary in preparing and supervising the plating of meals.	
	Chef Grade A	A chef employed in a hospital with more than 300 beds or a kitchen providing more than 2000 meals on a daily average.
	Chef Grade B	A chef employed in a hospital with 200 or more beds but less than 300 beds or a kitchen providing more than 1000 meals but less than 2000 meals on a daily average.
	Chef Grade C	A chef employed in a hospital with more than 100 beds but less than 200 beds or a kitchen providing more than 500 meals but less than 1000 meals on a daily average.
	Chef Grade D	A chef employed in a hospital with less than 100 beds or a kitchen providing less than 500 meals on a daily average.
Cook Employed Alone		
	Means a person employed as a sole cook who does not hold trade qualifications.	
Cook		
	Means an unqualified cook who produces meals for specific dietary requirements and/or other specialist meals.	
Food Monitor		
	A Caregiver responsible for a catering and/or dietary department and whose primary function is to liaise with patients and staff to obtain appropriate meal requirements of	

	patients, and to tally and collate the overall results for the catering and/or dietary department. When the above duties are incidental to other duties performed, higher duties rates shall only apply when the above duties are performed for two (2) hours or more in any day.
Food Services Supervisor	
	Is a person appointed as such performing work which involves supervising staff within the Food Services Stream of this Agreement or supervising staff within a Food Services related department or section. Such a person would be responsible for administrative duties such as work allocation, training, rostering and guidance of fifteen (15) or more staff and may assist in the recruitment of staff.
Other Cook	
	Means a person who does not hold trade qualifications, who is employed as a cook by a hospital where other cooks are employed.
Second Cook	
	Means a person employed as such in a hospital who assists the Chef in the discharge of their duties and whenever necessary relieves the Chef during any absence.
	Second Cook Grade A A second cook employed in a hospital with more than 300 beds or a kitchen providing more than 2000 meals on a daily average.
	Second Cook Grade B A second cook employed in a hospital with 200 or more beds but less than 300 beds or a kitchen providing more than 1000 meals but less than 2000 meals on a daily average.
	Second Cook Grade C A second cook employed in a hospital with more than 100 beds but less than 200 beds or a kitchen providing more than 500 meals but less than 1000 meals on a daily average.
	Second Cook Grade D A second cook employed in a hospital with less than 100 beds or a kitchen providing less than 500 meals on a daily average.
Sweets Cook	
	Means an unqualified cook who specialises in producing sweets or desserts.
Trade Cook	
	Means a cook qualified as a tradesperson under the <i>Industrial Training Act 1975</i> or holding an equivalent qualification acceptable to the Employer.

Table B – Technicians & Coders		
Anaesthetic Technician		
	Grade 1	<u>Definition:</u> Means a person who has satisfactorily obtained a Cert IV in Operating Theatre Technician or equivalent and working as an Anaesthetic Technician. <u>Qualification:</u> Certificate IV and/or Diploma Qualification in Anaesthetic Technology and/or Diploma of Paramedical Science (Anaesthesia).
	Grade 2	<u>Definition:</u> An Anaesthetic Technician with up to two (2) years of experience and, in addition to the duties of a Theatre Technician Grade 2, is responsible for

		the preparation, checking and general maintenance of specialist equipment used by the Anaesthetist. <u>Qualifications:</u> Diploma of Anaesthetic Paramedical Science awarded by a registered training organisation or a relevant Associate Diploma of Applied Science.
	Grade 3	<u>Definition:</u> An Anaesthetic Technician with more than two (2) years of experience and, in addition to the duties of a Theatre Technician Grade 2, has a comprehensive knowledge of specialist equipment used by the Anaesthetist and can operate with a high degree of accountability and autonomy. A Grade 3 Anaesthetic Technician assists in the supervision/mentoring of other technicians. <u>Qualification:</u> Diploma of Anaesthetic Paramedical Science awarded by a registered training organisation or a relevant Associate Diploma of Applied Science.
	Grade 4	<u>Definition:</u> Is a person who is appointed as such and who meets the criteria of an Anaesthetic Technician Grade 3. In addition, the Grade 4 Anaesthetic Technician may undertake additional supervisory/administrative responsibilities, professional development and assist with the supervision and training of staff. <u>Qualifications:</u> A mandatory requirement for a Grade 4 is the Certificate III in Health Service Assistance (operating theatre technical support) and Diploma of Anaesthetic Paramedical Science awarded by a registered training organisation or a relevant Associate Diploma of Applied Science.
Instrument Technician		
	Grade 1	Means an unqualified person who is required to perform work of a general nature within a Central or Theatre Sterilising and Supply Department or Unit involved in the cleaning, packaging and sterilisation of reusable critical and semi-critical medical equipment. This work will be performed under the direct supervision of a more senior Instrument Technician (Grade 4, 5 or 6) or a nurse. After a minimum of six (6) months, a Grade 1 Instrument Technician may choose to progress to training as a Grade 2 Instrument Technician by mutual agreement between the Employee and SJGHC.
	Grade 2	Is undergoing training to complete a Certificate III in Health - Sterilising Practice. During the training period the technician will undertake the duties of a Grade 1 Instrument Technician. Automatic progression to Grade 3 will occur on successful completion of the Certificate III.
	Grade 3	Means a person who holds Certificate III in Health - Sterilising Practice. A Grade 3 Instrument Technician works within established procedures and guidelines, undertakes work of a more complex nature rotating through all areas of the Department or Unit. Grade 3 Instrument

		Technicians may perform their role without direct supervision but under the immediate direction of an Instrument Technician Grade 5 or 6 or shift In-Charge.
	Grade 4	Means a person who meets the criteria of an Instrument Technician Grade 3 and who: (a) holds a Certificate IV in Sterilisation Services or equivalent awarded by a registered training organisation; and (b) has completed specialty training in areas such as setting up, loan/consignment instruments, and sophisticated medical equipment and regularly uses those skills working throughout all areas of the CSSD; and (c) assists in the supervision, training/mentoring of other technicians and will if required undertake a clinical tutor/mentor role. All criteria must be met to be a Grade 4 Instrument Technician. The incumbents are advanced practitioners, able to work in all areas of the CSSD with a high degree of autonomy and accountability and the work undertaken at Grade 4 should be seen in this context. A Grade 4 Instrument Technician will relieve the Grade 5 as required and otherwise typically assume shift or team leader responsibilities. Any appointment to this classification will take into account the size of the Department, operational requirements and skill-mix of the Department. As such, there is no requirement for SJGHC to appoint a Grade 4 Instrument Technician.
	Grade 5	Will fulfil the criteria of an Instrument Technician Grade 4 and is appointed to undertake additional managerial responsibilities, including rostering, allocations, personal development and the supervision and training of less experienced technicians. An Instrument Technician Grade 5 will have completed a Certificate IV in Health Services (Supervision) or equivalent awarded by a registered training organisation. There is no requirement for SJGHC to appoint a Grade 5 Instrument Technician.
	Grade 6	A Grade 6 Instrument Technician appointed as such who holds significant managerial, budgeting, educational and administrative responsibilities. An Instrument Technician Grade 6 will have completed a minimum of a Diploma level management qualification awarded by a registered training organisation. There is no requirement for SJGHC to appoint a Grade 6 Instrument Technician.
Pharmacy Technician		
	Grade 1	<u>Definition:</u> Means an unqualified person who is required to perform work of a general

		nature under the direct supervision of a Grade 3 or 4 or a Pharmacist. Duties include work such as assisting with the preparation and distribution of drugs, stock control and replenishment, tablet packing, and store work (excluding those functions prohibited by the Pharmacy Board of Victoria). <u>Qualifications:</u> A Grade 1 Pharmacy Technician will not be required to hold any qualifications. <u>Progression:</u> Automatic progression to Grade 2 will occur on the successful completion of the Certificate III in Health or Hospital Pharmacy.
	Grade 2	<u>Definition:</u> Means a qualified person who, within established guidelines and procedures, undertakes work of a more complex nature. Activities may include but are not limited to drug distribution, store work, dispensary, non-sterile manufacturing, pre-packing, and ward pharmacy support work. A Grade 2 Pharmacy Technician may perform their role within the direct supervision of a Grade 3 or 4 or a Pharmacist, but is under the immediate direction of a Grade 3 or 4 or a Pharmacist. <u>Qualifications:</u> A mandatory requirement for this level is a Certificate III in Health or Hospital Pharmacy awarded by a registered training organisation or equivalent qualification (as approved by the Pharmacy Board of Australia). <u>Progression:</u> Progression to Grade 3 shall occur by appointment by the Employer.
	Grade 3	<u>Definition:</u> Is a person with a minimum of three (3) years full time experience as a qualified Pharmacy Technician. Is able to work within established procedures or in specialised areas (such as drug information, PBS management, research, assisting in the manufacture of pharmaceuticals) with a high degree of autonomy and accountability in accordance with Pharmacy Board of Victoria Guidelines. In addition, the Grade 3 Pharmacy Technician may undertake work in specialised areas such as sterile cytotoxic manufacturing and drug utilisation and evaluation. A Grade 3 Pharmacy Technician assists in the supervision, training/mentoring of other Pharmacy Technicians at the Hospital and if required will undertake a clinical tutor role. A Grade 3 Pharmacy Technician will relieve the Grade 4 as required.

		<u>Qualification:</u> A Pharmacy Technician shall hold a Certificate IV in Health or Hospital Pharmacy course or equivalent that has been awarded by a registered training organisation or as approved by the Pharmacy Board of Australia. The incumbents are advanced practitioners and the work undertaken at Grade 3 should be seen in this context. <u>Progression:</u> Progression to Grade 4 shall occur by appointment by the Employer.
	Grade 4	<u>Definition:</u> Is a person who is appointed as such and who meets the criteria of a Pharmacy Technician Grade 3. In addition, a Grade 4 Pharmacy Technician undertakes additional managerial responsibilities including assisting the Pharmacy management with rostering, allocations, professional development, and the supervision and training of staff. <u>Qualifications:</u> A mandatory requirement for a Grade 4 is the Certificate IV in Health or Hospital Pharmacy or equivalent.
Theatre Technician		
	Grade 1	Means an unqualified person who is required to perform work of a general nature under direct supervision of a Grade 4, 5 or 6 Theatre Technician or member of the nursing staff. A Grade 1 Theatre Technician will be required to transport, set up, clean and maintain theatre equipment. After a minimum of six (6) months, a Grade 1 Theatre Technician may choose to progress to training as a Grade 2 Theatre Technician by mutual agreement between the Employee and SJGHC.
	Grade 2	Is undergoing training to complete a Certificate III-Health Service Assistance (Operating Theatre Technician Work). During the training period the technician will undertake the duties of a Grade 1 Theatre Technician. Automatic progression to Grade 3 will occur on successful completion of the Certificate III.
	Grade 3	Means a person who holds Certificate III - Health Service Assistance (Operating Theatre Technician Work). A Grade 3 Theatre Technician who within established guidelines and procedures undertakes technician work of a more complex nature rotating through all surgical specialties offered within the hospital. A Grade 3 Theatre Technician may perform their role without direct supervision but under the immediate direction of a Theatre Technician Grade 5 or the Theatre Technician Manager (where appointed), or a member of the nursing staff.
	Grade 4	Means a person who meets the criteria of a Theatre Technician Grade 3 and who: (a) holds a Certificate IV in Health Service Assistance (Operating Theatre Technical Support) or equivalent awarded by a registered training organisation; and

		(b) has completed specialty training in areas such as cell saving, laser, stealth or robotics and is required to use one or more of these in the course of their regular work; and (c) assists in the supervision, training/mentoring of other Technicians and will, if required, undertake a clinical tutor role. All criteria must be met to be a Grade 4 Theatre Technician. A Grade 4 Theatre Technician can operate with a high degree of autonomy and accountability. The incumbents are advanced practitioners, able to work within each of the clinical specialties offered and the work undertaken at Grade 4 should be seen in this context. A Grade 4 Theatre Technician will relieve the Grade 5 as required and otherwise typically assume shift or team leader responsibilities. Any appointment to this classification will take into account the size of the Department, operational requirements and skill-mix of the Department. As such, there is no requirement for SJGHC to appoint a Grade 4 Theatre Technician
	Grade 5	will fulfil the criteria of a Theatre Technician Grade 4 and is appointed to undertake additional managerial responsibilities, including rostering, allocations, personal development and the supervision and training of less experienced technicians. A Theatre Technician Grade 5 will have completed a Certificate IV in Health Supervision or equivalent awarded by a registered training organisation. There is no requirement for SJGHC to appoint a Grade 5 Theatre Technician.
	Grade 6	means a person who is appointed as such and who holds significant managerial, budgeting, educational and administrative responsibilities. A Theatre Technician Grade 6 will have completed a minimum of a Diploma level management qualification awarded by a registered training organisation. There is no requirement for SJGHC to appoint a Grade 6 Theatre Technician.
Clinical Coding		
Clinical Coder		
	<u>Definition:</u> Is a person employed in clinical coding in a hospital. <u>Qualification:</u> <u>A qualification acceptable to the Health Information Management Association of Australia</u> or such other qualifications deemed to be equivalent by the Employer.	

Table C – Allied Health Assistant

Grade 1	<u>Definition:</u> Is an unqualified person who is required to perform work of a general nature under the supervision of an Allied Health Professional or Allied Health Assistant – Grade 3. The Allied Health Assistant – Grade 1 is able to: • Work directly with an Allied Health Professional or work alone or work in teams under supervision following a prescribed program of activity. • Perform a wide range of duties, for example: ◦ the collection and preparation of equipment; ◦ maintaining client contact details; and ◦ monitoring clients to ensure that they follow their program. <u>Qualification:</u> A Grade 1 Allied Health Assistant will not be required to hold any qualifications. <u>Progression:</u> Progression to Grade 2 shall occur by appointment by the Employer.
Grade 2	<u>Definition:</u> Is a qualified person who is required to perform work of a general nature under the supervision of an Allied Health Professional or Allied Health Assistant – Grade 3. The Allied Health Assistant – Grade 2 is able to: • Perform the full range of duties of a Grade 1. • Work directly with an Allied Health Professional or work alone or work in teams under supervision following a prescribed program of activity. • Use communication and interpersonal skills to assist in meeting the needs of clients. • Accurately document client progress and maintain documents as required. • Demonstrate a capacity to work flexibly across a broad range of therapeutic and program related activities. • Identify client circumstances that need additional input from the Allied Health Professional. • Prioritise work and accept responsibility for outcomes within the limit of their accountabilities. <u>Qualification:</u> A mandatory requirement for this level is successful completion of at least the Certificate III (Allied Health Assistance) from a registered training organisation or currently completing tertiary studies in an Allied Health discipline. <u>Progression:</u> Progression to Grade 3 shall occur by appointment by the Employer.
Grade 3	<u>Definition:</u> Is a qualified person who is required to perform work of a general nature under the supervision of an Allied Health Professional. The Allied Health Assistant – Grade 3 is able to: • Perform the full range of duties of a Grade 1 and Grade 2.

	• Understand the basic theoretical principles of the work undertaken by the Allied Health Professional whom they support. • Work with minimal supervision to implement therapeutic and related activities, including maintenance of appropriate documentation. • Identify client circumstances that require additional input from the Allied Health Professional, including suggestions as to appropriate interventions. • Demonstrate high-level communication and interpersonal skills. • Organise their own workload and to set work priorities within the program established by an Allied Health Professional. • If required, to assist in the supervision of the work being performed by Grade 1 and 2 Allied Health Assistants and those in training. <u>Qualification:</u> A mandatory requirement for this level is successful completion of at least the Certificate IV (Allied Health Assistance) from a registered training organisation or completed a minimum of 12 months of tertiary studies in an Allied Health discipline. This grade is by appointment by the Employer.
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Table D - Facilities Maintenance

Maintenance / Handyperson (unqualified)

	<u>Definition:</u> A Caregiver who works under the direct or remote supervision of Maintenance / Trade Assistant, a Maintenance Officer / Handyperson (advanced), or a Maintenance Officer / Tradesperson. <u>Qualification:</u> No qualification or experience is necessary for this position. <u>Progression:</u> Progression to a Maintenance / Trade Assistant will be after three (3) years of service with the Employer in a Maintenance / Handyperson (unqualified) role.
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Maintenance / Trade Assistant

	<u>Definition:</u> A Caregiver who is capable of working autonomously, under the direct or remote supervision of a Maintenance Officer / Handyperson (advanced), or a Maintenance Officer / Tradesperson. <u>Qualification:</u> No formal qualification is required. More than three (3) years' experience in maintenance skills is a requirement of this position. <u>Progression:</u> Progression to this role is after three (3) years of service with the Employer in a Maintenance / Handyperson (unqualified) role.
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Maintenance Officer / Handyperson (advanced)

	<u>Definition:</u> A Caregiver who is capable of, and required to work autonomously, and is required to prioritise their own work with a substantial level of accountability and responsibility. <u>Qualification:</u> No formal qualification is required. Extensive experience in maintenance skills is a requirement of this position.
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	<u>Progression:</u> This role is by appointment by the Employer.	
Maintenance Officer / Tradesperson (trade qualified)		
	Level 1	<u>Definition:</u> Is a Caregiver who has completed a recognised trade apprenticeship and has less than three (3) years post-qualification experience, with some relevant on the job training and skills. <u>Qualification:</u> A recognised trade qualification. <u>Progression:</u> Progression to Level 2 will occur with three (3) years of post-qualification experience, or full-time equivalent.
	Level 2r	<u>Definition:</u> Is a skilled and trade-qualified Caregiver, with more than three (3) years on the job experience, with the capacity to work autonomously and the ability to prioritise their own work with a reasonable level of responsibility. <u>Qualification:</u> A recognised trade qualification.
	Level 3	<u>Definition:</u> A highly skilled and advanced trade qualified level caregiver that is required to apply complex technical skills, utilise full time managerial, supervisory or leading hand skills with the ability to direct workflows, and has a substantial level of responsibility and accountability. A level 3 has the responsibility to sign off compliance certificates <u>Qualification:</u> A recognised trade qualification.

SCHEDULE 3 – BANKABLE HOURS ARRANGEMENT

(a) Aim of the “Bankable Hours” rostering system

The aim of introducing “Bankable Hours Rostering” is to:

- (i) Negate the necessity for staff to take Leave Without Pay when the ward or unit is experiencing periods of low occupancy or throughput;
- (ii) Reduce the use of outsourced staff through agencies;
- (iii) Reduce the requirement to use casual staff by maximising the use of staff who owe hours to the ward or unit;
- (iv) Provide both permanent staff and the Employer with the opportunity to have an increased flexibility in hours of work; and
- (v) Ensure that participants in the “Bankable Hours Rostering” are not financially disadvantaged by a loss of hours and income.

(b) The “Bankable Hours” rostering system offer the following benefits:

- (i) Increased productivity;
- (ii) Reduction in the use of casual staff;
- (iii) Improved salary protection;
- (iv) Protection of leave entitlements;
- (v) Employer can utilise staff familiar with the environment in which they are employed;
- (vi) Increased flexibility for working hours of permanent staff;
- (vii) Caregivers can take time off with pay when the ward/unit is experiencing low activity; and
- (viii) Caregivers can work additional hours in periods of high activity.

(c) Definitions

- (i) “Banked Hours” means hours banked by a Caregiver as a result of the operation of bankable hours system.
- (ii) “Part time” refers to a permanent Caregiver with a contracted minimum number of hours (inclusive of holidays and leave) who is regularly employed to work less hours than those prescribed for full time staff.

(d) Hours of Work and Overtime

- (i) A Caregiver will not have fixed hours of duty provided that:

- (1) The ordinary hours of work for a full time Caregiver will not exceed 1976 hours per annum (inclusive of holidays and leave).
 - (2) The hours of work for a part time Caregiver will average not less than the minimum fortnightly number of hours which that Caregiver has been contracted for. Such hours will be averaged over a 12 month period and will not exceed 1976 hours per annum (inclusive of holidays and leave).
- (ii) Ordinary hours may be worked over any day of the week, Monday to Sunday inclusive, by mutual agreement and will be arranged by the Hospital to meet the service needs of the Hospital.
- (iii) In order to accommodate the variation in shift length, staff (participating in the Banked Hours System) are allowed to accrue time worked over and above the usual 7.6 hour shift per day provided that:
- (1) Such time up to ten (10) hours (i.e. two (2) additional hours per day) is accrued (Banked) at the normal rate i.e. one (1) hour accrued for each extra hour worked.
 - (2) Time worked in excess of ten (10) hours a day will be accrued (banked) at the rate of time and a half for the first two (2) hours in excess of ten (10) and then at the rate of double time.
 - (3) Such additional work flows as a continuation of a rostered period of duty.
 - (4) If the additional work does not follow on from a period of continuous rostered duty then the time "Banked" will be at the ordinary rate of Pay (E.g. PPT staff, another shift on a rostered day off).
- (iv) Ordinary hours will not exceed 96 in any fortnight (that is 76 ordinary hours plus 20 hours in credit).
- (v) The roster will in each case provide for an eight (8) hour break between successive ordinary shifts.
- (vi) The number of hours allowed to be in credit shall not be in excess of 40 hours.
- (vii) The maximum number of hours allowed to be in debit will not exceed 40 hours.
- (viii) When a Caregiver is in debit as a result of the operation of bankable hours, they will not accrue banked hours until the debit is clear.
- (ix) The minimum additional time worked for the purpose of accruing Bankable hours is 30 minutes.
- (x) The individual Caregiver and Manager will be responsible for managing the balance of hours required.
- (xi) The Manager and the individual Caregiver will conduct a three-monthly review of their banked hours.

(e) Part Time Caregivers

- (i) A part time Caregiver will be guaranteed a minimum number of hours.
- (ii) A Caregiver appointed part time may, by agreement, work additional hours at ordinary rates subject to the normal rostering parameters.

(f) Overtime, Shift Penalties, Allowances

- (i) All shift penalties and allowances will be paid in accordance with this Agreement.
- (ii) Change of shift allowance is not applicable where Caregivers are participating in self-rostering.
- (iii) Where Caregivers are participating in the Banked Hours System, time worked in excess of ten (10) hours a day will be paid for at the rate of time and a half for the first two (2) hours in excess of ten (10) and then at the rate of double time;
- (iv) Where the Caregiver and the Employer so agree, time off in lieu of payment for overtime may be allowed proportionate to the payment to which the staff member is entitled;
- (v) Such time off will be taken at a time (or times) agreed between the Employer and Caregiver, within 28 days.
- (vi) Where time in lieu of overtime cannot be taken within the 28 days, such time shall be, at the discretion of the Employer:
 - (1) Be paid at the rate of pay which applied on the day the overtime was worked at the applicable overtime rate; or
 - (2) Directed to be taken as time off in lieu as required.

(g) Payment of Wages

- (i) A full time Caregiver will be paid in each fortnightly pay period:
 - (1) As for 76 ordinary hours (irrespective of the number of ordinary hours actually worked); and
 - (2) For any overtime worked that is not taken as time in lieu or banked; and
 - (3) Any penalty payments and allowances arising from work performed in the pay period.
- (ii) A part time Caregiver will be paid in each fortnightly pay period:
 - (1) Their contracted ordinary hours (irrespective of the number of ordinary hours actually worked);

- (2) Where elected by the Caregiver, be paid out; (when not in debit) for any hours worked in excess of 76 hours per fortnight at the applicable overtime rates.
 - (3) For any overtime worked; and
 - (4) Any penalty payments or allowances arising from work performed in that period.
- (iii) Wages will be paid fortnightly by electronic funds transfer into one account nominated by the Caregiver held at any major bank, building society or credit union.
- (iv) Each Caregiver will be provided with a pay advice slip on each day that wages are paid. The pay advice slip will detail:
 - (1) The rate of wage
 - (2) The hours worked including overtime
 - (3) The number of ordinary hours for which payment has been made
 - (4) The total number of hours, if any, the Staff is in credit or debit
 - (5) The gross wage
 - (6) The net wage
 - (7) Any penalties and allowances paid
 - (8) The composition of any annual leave payment
 - (9) The composition of any termination payment
- (h) End of Accruing Year
 - (i) A Caregiver who at the end of an accruing year has banked hours to their credit will have those hours carried forward into the subsequent year.
 - (ii) Where a Caregiver is in debit at the end of an accruing year the debit will be carried over into the subsequent accruing year.
- (i) Banked Hours on Termination of Employment
 - (i) A Caregiver who at the time of termination of employment has banked hours to their credit will be paid for these hours at the ordinary rate of pay.
 - (ii) A Caregiver who at the time of termination is in debit will have the wages otherwise payable on termination reduced by an amount equivalent to payment at ordinary rates for the number of hours the Caregiver is in debit.

No deduction will be made where:

- (1) A Caregivers employment is terminated by the Hospital with payment in lieu of notice; or
- (2) A Caregivers employment has been terminated by the Hospital on the ground of redundancy; or
- (3) The required notice period has been dispensed with by agreement in writing between the Hospital and the Caregiver.

St John of God Health Care (Victorian Hospitals) Health and Allied Services Enterprise Agreement 2025 (the Agreement),

1. Personal Details			
Name:		Payroll Number:	
Department / Ward / Section:		Hospital / Facility:	
Position:			
2. Request to enter a Banking Agreement to bank hours			
2. Pursuant to clause 25 and Schedule 3 of the Agreement, I wish to request approval for a Banking Agreement.			
NOTE 1: Under section 344 of the FW Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, a Banking Agreement. NOTE 2: Under section 345(1) of the FW Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person in relation to a Banking Agreement.			
3. Employee signature			
I have reviewed clause 25 and Schedule 3 of the Agreement and understand the conditions of a Banking Agreement and confirm that I wish to request a Banking Agreement.			
Employee Signature: Date:			
4. Approval			
Nurse Unit Manager Approval: Yes No			
_____ Name Signature Date			

SCHEDULE 4 – 12 HOUR SHIFT ARRANGEMENT

- (a) Where there is mutual agreement between the Employer and a Caregiver, shift lengths may be worked in accordance with the following principles:
 - (i) The span of hours must be no greater than 12.5 hours.
 - (ii) 12-hour shifts will include a 20 minute paid meal break, and a 30 minute unpaid meal break.
 - (iii) There shall be no extension of work beyond 12 ordinary hours (ie. No overtime should be worked before or after a 12-hour shift) except in emergency situations. In this instance, the provisions of Clause 32 – Overtime will apply.
 - (iv) A minimum break of 11.5 hours must be rostered between each 12-hour shift.
 - (v) No more than four (4) consecutive shifts must be worked.
 - (vi) There will be a reasonable distribution of days off between blocks of shifts.
- (b) 12-hour shifts are voluntary. Participation in the 12 Hour Shift Roster is at the sole discretion of the individual Caregiver. Pressure or coercion to participate or not to participate in the 12 Hour Shift Roster is strictly prohibited.
- (c) A Caregiver who wishes to participate in the 12 Hour Shift Roster shall advise their Manager in writing that they wish to do so. The Caregiver must give a minimum of eight (8) weeks' notice. Following provision of the requisite notice period and a 12 Hour Shift Roster being operationally practicable in that work setting, the Caregiver shall then be entitled to commence working 12-hour shifts in the next roster period. Earlier commencement to work 12-hour shifts may occur by agreement between the Caregiver and Manager.
- (d) A Caregiver may cease working 12-hour shifts by advising the Manager to that effect in writing. A full roster period of notice to cease working 12-hour shifts should be provided to the Manager except in unusual or exceptional circumstances. If less than a roster period of notice is given, the Manager shall endeavour to accommodate the Caregiver's request, with agreement not to be unreasonably withheld.
- (e) Any Caregiver ceasing 12-hour shifts shall revert to the shift arrangements that applied to that Caregiver immediately prior to commencing 12-hour shifts, unless otherwise mutually agreed. A Caregiver without an alternative shift arrangement to 12-hour shifts, and who ceases working 12-hour shifts, will work a roster consistent with the shift length referred to in Clause 23 – Hours of Work, Hours for an ordinary week's work, and their contracted hours, unless otherwise mutually agreed.

Additional Shifts

- (f) In exceptional circumstances only, a full-time Caregiver may, through agreement between management and the Caregiver, work up to one additional shift in any four (4) week period to cover for unplanned Caregiver absences. Any such shift shall be

regarded as overtime with all of the overtime provisions of the Agreement observed. Additional shifts shall be strictly controlled and closely monitored by the Manager.

Shift Allowances and Payment for Saturday and Sunday Work

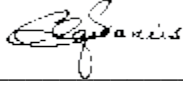
- (g) Allowances contained within Clause 29 – Shift Work and Clause 30 – Saturday and Sunday Work will apply to 12-hour shifts.
- (h) Where a Caregiver works a shift that would satisfy the criteria for multiple shift allowances under Clause 20 – Shift Work, only the highest allowance shall be payable. That is, if both an “Early and Afternoon Shift” and “Night Shift” allowance apply, the “Night Shift” allowance shall prevail.
- (i) For the avoidance of doubt, if an allowance is applicable under Clause 29 – Shift Work and Clause 30 – Saturday and Sunday Work, both allowances will apply.

Payment of Salaries (Ordinary Hours–Full-time Caregivers (12 hours))

- (j) Full-time Caregivers shall be rostered to work a total of 228 ordinary hours in any 6-week cycle, and having regard to provisions of subclause (a) above.
- (k) Full-time Caregivers will be paid 76 ordinary hours per fortnight regardless of the number of hours worked in that fortnight, provided that any time worked in excess of 228 ordinary hours in any 6-week cycle will be paid as overtime.

SIGNATORIES TO THE AGREEMENT

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



Clare Francis, Senior Manager Employee and Industrial Relations

SIGNATURE

PRINT NAME AND TITLE

Address: Level 1, 556 Wellington Street
PERTH WA 6000

Date: 21-08-2025

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



Clare Francis, Senior Manager Employee and Industrial Relations

SIGNATURE

PRINT NAME AND TITLE

Address: Level 1, 556 Wellington Street
PERTH WA 6000

Date: 21-08-2025

I am authorised to sign this Agreement on behalf of the HEALTH SERVICES UNION VICTORIA NO. 1 BRANCH t/a the HEALTH WORKERS UNION

SIGNATURE

PRINT NAME AND TITLE

Address: 10A/663 Victoria Street
Abbotsford VIC 3067

Date:

I am authorised to sign this Agreement on behalf of the ELECTRICAL TRADES UNION
(VICTORIAN BRANCH)

SIGNATURE

PRINT NAME AND TITLE

Address: Level 1, 200 Arden Street

North Melbourne VIC 3051

Date:

I am authorised to sign this Agreement on behalf of the PUMBING AND PIPE TRADES
EMPOYEEES UNION (VICTORIAN BRANCH)

SIGNATURE

PRINT NAME AND TITLE

Address: 52 Victoria Street

Carlton South VIC 3053

Date: