



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

St John of God Health Care Inc
(AG2025/321)

ST JOHN OF GOD HEALTH CARE (VIC HOSPITALS AND SOCIAL OUTREACH) MEDICAL SCIENTISTS, DIETITIANS, PHARMACISTS AND PSYCHOLOGISTS ENTERPRISE AGREEMENT 2023

Health and welfare services

COMMISSIONER ALLISON

MELBOURNE, 25 FEBRUARY 2025

Application for approval of the St John of God Health Care (VIC Hospitals and Social Outreach) Medical Scientists, Dietitians, Pharmacists and Psychologists Enterprise Agreement 2023

[1] St John of God Health Care Inc (the Employer) has made an application, pursuant to s.185 of the *Fair Work Act 2009* (the Act), for approval of a single enterprise agreement known as the *St John of God Health Care (VIC Hospitals and Social Outreach) Medical Scientists, Dietitians, Pharmacists and Psychologists Enterprise Agreement 2023* (the Agreement).

[2] The Health Services Union, Victoria No.4 Branch, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[3] Clause 27(b)(i)(3) of the Agreement contained a drafting error. The Employer has provided an updated copy of the Agreement which corrected this by replacing “2025” with “2026.” I am satisfied that this constituted an obvious error, defect, or irregularity and I will amend the Agreement accordingly pursuant to s.218A of the Act.

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 4 March 2025. The nominal expiry date of the Agreement is 30 June 2027.



COMMISSIONER

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ST JOHN OF GOD HEALTH CARE INC. (VIC Hospitals and
Social Outreach)

MEDICAL SCIENTISTS, DIETITIANS, PHARMACISTS AND
PSYCHOLOGISTS

ENTERPRISE AGREEMENT

2023

1. ARRANGEMENT

The Agreement is arranged as follows:

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2. NAME OF THE AGREEMENT

This Agreement shall be called the *St John of God Health Care (VIC Hospitals and Social Outreach) Medical Scientists, Dietitians, Pharmacists and Psychologists Enterprise Agreement 2023* ('the Agreement').

3. PARTIES TO THE AGREEMENT

The parties to this Agreement are:

- (a) St John of God Health Care Inc; and St John of God Outreach Services ('the Employer'); and
- (b) Medical Scientists, Dietitians, Pharmacists and Psychologists employed by the Employer in Victoria, in the classifications set out in Schedule 1 of this Agreement.

4. APPLICATION FOR COVERAGE

- (a) This Agreement is made under section 172 of the *Fair Work Act 2009* ('the Act'). The Employer will take the necessary steps to seek approval of this Agreement under section 186 of the Act.
- (b) The Employer will formally advise the Health Services Union Victoria No. 4 Branch ('HSU') when the Agreement is made in order for the HSU to apply under section 183 of the Act to be covered by the Agreement.
- (c) Subject to compliance with the requirements of sections 183 and 201(2) of the Act, the HSU will be covered by this Agreement.

5. SCOPE OF THE AGREEMENT

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

6. DATE AND PERIOD OF OPERATION

- (a) This Agreement shall commence operation *seven days after it is approved by the Fair Work Commission (FWC)*. The nominal expiry date of this Agreement shall be 30 June 2027.
- (b) The parties agree that discussions shall commence for a new Agreement no later than six (6) months prior to the nominal expiry date of the Agreement.
- (c) Notwithstanding the provisions of sub clauses (a) and (b) above, this Agreement shall continue to operate until it is cancelled, varied or replaced in accordance with the provisions of the Act.

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

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

9. DEFINITIONS

For the purposes of this Agreement:

- (a) **Award** means the Health Professionals and Support Services Award 2020, as amended from time to time.
- (b) **FWC** shall mean the Fair Work Commission.
- (c) **Caregiver** or **Employee** (however referred) means a Medical Scientist, Dietitian, Pharmacist or Psychologist employed by the Employer as reflected in Clause 3 – Parties to the Agreement.
- (d) **The Employer** means St John of God Health Care Inc. and St John of God Outreach Services.
- (e) **Dietitian** shall mean a person who is eligible for full membership of the Dietitians Association of Australia.
- (f) **FFPPOA** means the First Full Pay Period on or After
- (g) **Higher Qualification** shall mean:
 - (i) Master of Science, Master of Applied Science, Master of Psychology, Master of Nutrition and/or Dietetics, Master of Arts, Master of Business Administration, Graduate Diploma of Health Administration, Doctor of Philosophy, Doctor of Nutrition and/or Dietetics, Doctor of Psychology or Doctor of Science of a Victorian University or Tertiary Institution or a similar degree recognised by a Victorian University or Tertiary Institution;
 - (ii) Diploma of Bacteriology of London University or its equivalent as recognised by that University;
 - (iii) Membership or Fellowship of the Australian Association of Clinical Biochemists;
 - (iv) Membership or Fellowship of the Australian Institute of Physics. Provided however that the qualification is awarded on the basis of assessment in a

health-related discipline or the caregiver has been employed as a hospital Scientist for a minimum of three years;

- (v) Fellowship of the Australian Institute of Medical Laboratory Scientists;
- (vi) Human Genetics Society of Australasia Certified Cytogeneticist;
- (vii) Fellow of the Institute of Medical Laboratory Scientists;
- (viii) Member of the Royal College of Pathologists;
- (ix) Master of Audiology;
- (x) Fellowship Diploma of the Society of Hospital Pharmacists of Australia, the Graduate Diploma in Clinical Pharmacy or the Graduate Diploma in Hospital Pharmacy.

(h) **Pharmacist** definitions:

- (i) Pharmacist means a person registered as such and whose name appears on the register of the Pharmacy Board of Australia.
 - (ii) **Student Pharmacist** means a person undertaking the course of Bachelor of Pharmacy at a Victorian university, and who has not completed the Pharmacy III examinations.
 - (iii) **Trainee Pharmacist** means a person who has completed the course of Bachelor of Pharmacy at a Victorian university, or an equivalent Pharmacy course recognised by the Pharmacy Board of Australia, and who is undergoing the practical training prescribed by the Pharmacy Board, prior to registration as a Pharmacist.
- (i) **Psychologist** means a person registered as a Psychologist by the Australian Health Practitioner Agency in partnership with the Psychology Board of Australia, including psychologists with provisional registration.
- (j) **Scientist** means a person:
- (i) who holds a degree of Bachelor of Science of a Victorian University or its equivalent as determined by any such University; or
 - (ii) who holds a degree of Bachelor of Applied Science from a College of Advanced Education as registered in the National Register of awards in Advanced Education; or
 - (iii) who is eligible for Professional Membership with the Australian Institute of Medical Scientists (AIMS); or
 - (iv) who is eligible for ordinary membership of the Neurophysiological Sciences Society of Australia; or

- (v) who is eligible for ordinary membership of the Australasian Society of Respiratory Technology
- (k) **Service** and **Continuous Service** are defined by section 22 of the *Fair Work Act*.
- (l) **Trainee Scientist** means any caregiver engaged in studies leading to the attainment of the qualification Bachelor of Applied Science.
- (m) **Union or HSU** means the Health Services Union Vic. No. 4 Branch trading as the Medical Scientists Association of Victoria, The Victorian Psychologists Association and the Association of Hospital Pharmacists
- (n) **Week** for the **purpose** of this Agreement a week shall be deemed to commence at midnight on a Sunday.
- (o) The **Act means** the Fair Work Act 2009.
- (p) **immediate family** of an Employee means:
 - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.
 - (iii) **spouse** includes a former spouse.
 - (iv) **de facto partner** of an Employee:
 - (1) means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and
 - (2) includes a former de facto partner of the Employee.
- (q) **Workplace Delegate** means a person appointed or elected, in accordance with the rules of an employee organisation, to be a delegate or representative (however described) for members of the Employer at a hospital covered by this agreement.

10. CONSULTATION REGARDING CHANGE

- (a) This clause applies if the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on Employees of the Employer.

Major change

- (b) The Employer must notify the relevant Caregivers of the decision to introduce the major change. The relevant Caregivers may appoint a representative (from the HSU or otherwise), for the purposes of consultation in accordance with this clause. If a relevant Caregiver(s) appoint(s) a representative and the Caregiver(s) advise the Employer of the identity of the representative, the Employer must recognise the representative.
- (c) As soon as practicable after making its decision, the Employer must discuss with the relevant Caregiver(s):
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Caregivers; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Caregivers; and
- (d) For the purposes of the discussion — provide, in writing, to the relevant Caregivers all relevant information about the change including the nature of the change proposed; and information about the expected effects of the change on the Caregivers; and any other matters likely to affect the Caregivers.
- (e) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Caregivers.
- (f) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Caregivers.
- (g) If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in subclauses (b) and (c) are taken not to apply.
- (h) In this clause, a major change is likely to have a significant effect on Caregivers if it results in the termination of the employment of Caregivers; or major change to the composition, operation or size of the Employer's workforce or to the skills required of Caregivers; or the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or the alteration of hours of work; or the need to retrain Caregivers; or the need to relocate Caregivers to another workplace; or the restructuring of jobs.
- (i) In this clause, relevant Caregivers means the Caregivers who may be affected by the major change.

Change to regular roster or ordinary hours of work

- (j) If the Employer proposes to introduce a change to the regular roster or ordinary hours of work of Caregivers, the relevant Caregivers may appoint a representative for the purposes of the procedures in this clause.
- (k) If:

- (i) a relevant Caregiver appoints, or relevant Caregivers appoint, a representative for the purposes of consultation; and
 - (ii) the Caregiver(s) advise the Employer of the identity of the representative the Employer must recognise the representative.
- (l) As soon as practicable after proposing to introduce the change, the Employer must:
 - i. discuss with the relevant Caregivers the introduction of the change; and
 - ii. for the purposes of the discussion – provide to the relevant Caregivers:
 - (1) all relevant information about the change, including the nature of the change; and
 - (2) information about what the Employer reasonably believes will be the effects of the change on the Caregivers; and
 - (3) information about any other matters that the Employer reasonably believes are likely to affect the Caregivers; and
 - iii. invite the relevant Caregivers to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (m) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Caregivers.
- (n) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Caregivers.

11. DISPUTE RESOLUTION PROCEDURE

- (a) In the event of a dispute in relation to a matter arising under this Agreement or the NES, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the Caregiver(s) concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the Caregiver(s) concerned and more senior levels of management as appropriate.
- (b) A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.
- (c) If a dispute in relation to a matter arising under the Agreement or the NES is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the FWC for resolution by conciliation and, where the matter in dispute remains unresolved, arbitration.
- (d) It is a requirement 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.

- (e) If arbitration is necessary, the FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- (f) The above steps shall take place without unreasonable delay.
- (g) For the avoidance of doubt, Caregiver grievances in relation to matters arising under this Agreement or the NES are included in the matters to be dealt with in accordance with the dispute resolution procedure of the Agreement.

12. WAGES

- (a) Wages will be in accordance with Appendix 1 and will include increases as set out in the table below:

Effective date of increase	Percentage increase to be applied
FFPPOA 1 July 2024	
• Psychologists / pharmacists • All other classifications	4.5% 3%
FFPPOA 1 July 2025	3%
FFPPOA 1 July 2026	3%

- (b) The wage increases referred to in subclause (a) of this Clause shall be absorbed into any wage payment made to the Caregiver beyond the minimum rates contained within Appendix 1 of this Agreement.
- (c) Any further wage increase shall be at the discretion of the Employer, unless the rate of pay falls below the Award rate, in such circumstances the rate of pay shall default to the minimum rate prescribed in accordance with the Award rate.
- (d) By FFPPOA the commencement of the Agreement, the Employer will make a payment to permanent employees who were employed at the date of the vote and on the commencement of the Agreement. The payment will be \$1,000 for a full-time employee and a pro-rata payment to a part-time employee based on their contracted hours as a proportion to 38 hours. This means that a part-time employee who has contracted hours set at 19 hours per week will receive a \$500 payment.
- (e) Notification of classification
 - (i) The Employer shall notify each Caregiver in writing on commencement of their classification and terms of employment.
 - (ii) The Employer shall notify each Caregiver of any alteration to their classification in writing no later than the operative date of such alteration.

13. PAYMENT OF WAGES

- (a) Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period.
- (b) Caregivers will be paid by electronic funds transfer, as determined by the Employer, into the bank or financial institution account nominated by the Caregiver.
- (c) When notice of termination of employment has been given by a Caregiver or a Caregiver's services have been terminated by the Employer, payment of all wages and other monies owing to a Caregiver will be made to the Caregiver.

14. SUPERANNUATION

- (a) The Employer shall contribute on behalf of the Caregiver in accordance with the requirements of the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- (b) Contributions shall at the option of the Caregiver be paid into:
 - (i) Health Employees' Superannuation Trust Australia (HESTA) fund;
 - (ii) Aware Super;
 - (iii) National Catholic Fund;
 - (iv) Health Industry Plan; or
 - (v) such other complying superannuation fund or scheme as nominated by the Caregiver.
- (c) Contributions shall be paid into the Caregiver's nominated fund on a monthly basis.
- (d) If, after 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) Where a Caregiver salary packages their wages in accordance with this Agreement, superannuation shall be paid on the pre-packaged wages.

15. HOURS OF WORK

- (a) The ordinary hours of a full-time Caregiver shall be as follows:
 - (i) 76 hours per fortnight;
 - (ii) Up to 10 shifts per fortnight (except as otherwise agreed);

- (iii) Up to 7.6 hours a shift (except where agreement is reached to work up to 10 ordinary hours).
 - (iv) With the exception of time occupied in having meals, the work of each shift shall be continuous.
 - (v) Ordinary hours may be worked over any day of the week, Monday to Sunday inclusive.
- (b) Pharmacists, Student Pharmacists and Trainee Pharmacists

The ordinary hours for a week's work for a Pharmacist, Student Pharmacist or Trainee Pharmacist shall be 38, which shall be worked in five days Monday to Friday. Where a Pharmacist, Student Pharmacist or Trainee Pharmacist is required to work on a Saturday they shall be paid at the rate of double time. Provided that if the Employer so elects, but not otherwise, they may be paid at the rate of single time and also be granted the equivalent hours off duty in one period.

15A. EMPLOYEE RIGHT TO DISCONNECT

- (a) Section 333M of the FW Act provides for a right to disconnect. This means that unless it is unreasonable to do so, an employee may refuse to monitor, read or respond to contact, or attempted contact, from their Employer.
- (b) However, sub-clause (a) does not prevent the Employer from requiring the employee to monitor, read or respond to contact, or attempted contact, from the Employer outside of the employee's working hours where:
 - (i) the employee is entitled to be paid the on call allowance under clause 25; and
 - (ii) the Employer's contact is to notify the employee they are required to attend or perform work; and
 - (iii) the Employer's contact is in accordance with the usual arrangements for such notification.
- (c) Further, sub-clause (a) does not prevent the Employer from contacting or attempting to contact an employee outside of working hours in circumstances including to notify them of:
 - (i) an emergency roster change under clause 21(b);
 - (ii) a recall to work under clause 25; or
 - (iii) the availability of vacant or additional shifts (for example in line with clause 35(b) of this Agreement).

16. TYPES OF EMPLOYMENT

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

- (i) full-time Caregiver;
 - (ii) part-time Caregiver;
 - (iii) casual Caregiver.
- (b) At the time of engagement the Employer shall inform each Caregiver of the terms of their employment, and in particular, whether they are to be full-time, part-time, or casual.

17. FULL-TIME EMPLOYMENT

A full time employee is engaged to work:

- (a) 38 ordinary hours per week; or
- (b) an average of 38 ordinary hours per week in a fortnight

18. PART-TIME EMPLOYMENT

- (a) A part-time Caregiver is one who is engaged to work less than an average of 38 hours per 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/ carers leave and holidays shall apply on a pro rata basis to part-time Caregivers.
- (c) Before commencing employment, the Employer and the Employee will agree in writing on:
 - (i) the span of hours that the Employee may be rostered within a fortnight. This span of hours shall include which shifts the Employee may be rostered to work; and
 - (ii) the days of the week the Employee may be rostered to work within a fortnight; and
 - (iii) the agreed minimum number of contracted hours to be worked per fortnight.
- (d) Subject to the provisions reflected in Clause 24 – Overtime sub clause (a) no part-time Caregiver shall be directed to work in excess of their rostered ordinary hours. However, a part-time caregiver may agree to work additional hours at the ordinary time rate of pay or at the overtime rate of pay as set out in Clause 24 - Overtime.

19. CASUAL EMPLOYMENT

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

- (b) A casual Caregiver shall be paid the minimum hourly rate applicable to the classification and pay point, reflected in Schedule 1, in which they are employed plus an additional loading of:
 - (i) 25%, for all hours worked on weekdays (being the casual loading);
 - (ii) 75% for all hours worked on Saturdays and Sundays (inclusive of the casual loading);
 - (iii) 175% for all hours worked on a Public Holiday (inclusive of the casual loading).
- (c) In addition a casual Employee shall be entitled to receive the appropriate uniform and other allowances contained in this Agreement.
- (d) The minimum period of engagement of a casual caregiver is 3 hours
- (e) A casual shall not, unless explicitly provided for in this Agreement, receive any of the paid leave entitlements prescribed in this Agreement or the National Employment Standards other than those casual Caregivers eligible for unpaid Carer's Leave, unpaid Compassionate leave, unpaid Parental Leave, Family and Domestic Violence Leave (as per the Act) and Long Service Leave (as per the *Long Service Leave Act 2018*).
- (f) Casual Conversion

Offers and requests for casual conversion will be dealt with in accordance with the NES.

20. DEDUCTIONS AND ALLOWANCES

(a) Meal allowance

A Caregiver shall be paid an allowance, as provided for in Appendix 1, where a meal is not supplied by the Employer:

- (i) When required to work after the usual finishing hour of work beyond one hour (Monday to Friday inclusive) or in the case of shift workers when the overtime work on any shift exceeds one hour and a further allowance where such overtime work exceeds four hours.
- (ii) When recalled to duty outside of usual working hours for a period in excess of two hours (and when the time of such recall coincides with or over-runs caregivers normal meal time) and where such overtime exceeds four hours a further meal allowance will be payable.
- (iii) The above meal allowance provisions shall not apply where a meal is supplied at the Employer's expense

(b) Higher qualification allowances

- (i) A caregiver who holds an additional post graduate qualification which is of direct relevance to their current position or functional work area, shall be

paid an allowance as reflected below for the relevant health professional classification and the respective qualification.

- (ii) Where a caregiver meets the eligibility for more than one higher qualification allowance, only the highest qualification shall be paid.
- (iii) The rate of the allowance will be indexed in line with the quantum increases reflected in the Agreement.

PROCESS

- (iv) A qualification allowance in this clause is not payable until:
 - (1) the caregiver has provided evidence of their qualification to the Employer; and
 - (2) the evidence has been accepted by the Employer as being of direct relevance to the caregiver's current position.

Where the evidence is accepted by the Employer, payment of the qualification allowance shall be made on the first full pay period from the date that the evidence was provided to the Employer.

QUALIFICATION AND RATE OF ALLOWANCE

- (v) Dietitians

Where a Dietitian has a higher qualification they shall receive, in addition to the rates prescribed in Appendix 1, the following:

Qualification Type	Allowance
M.Sc., H.G.S.A.C.C., Graduate Diploma in Health Administration or any other recognised equivalent qualification from a tertiary institution	6.5% of the Dietitian, grade I, 2nd year rate per week
Ph.D., M.R.C. Path or D.Sc. or F.I.M.L.S.	10% of the Dietitian, grade I, 2nd year per week

- (vi) Medical Scientists

Where a Scientist has a higher qualification they shall be paid in addition to the rates prescribed by Appendix 1, the following:

Qualification Type	Allowance
M.A.A.C.B., Diploma of Bacteriology, M.Sc., M.App.Sc., M.A.I.P.,	6.5% of the "Scientist grade I, 1st year of

H.G.S.A.C.C., Graduate Diploma in Health Administration (see Clause 11 - (Definitions)) or any other recognised equivalent Degree or Diploma from a tertiary institution	experience" rate per week
F.A.A.C.B., F.A.I.M.L.S., D.Sc., Ph.D., F.A.I.P., F.I.M.L.S. or Member of the Royal College of Pathologists	10% of the "Scientist grade I, 1st year of experience" rate per week

The aforementioned allowances shall not be applicable to Scientists appointed to the positions of Director or Deputy Director of a Department or to the classification Scientist - Grade V.

(vii) Pharmacists

Where a Pharmacist has a higher qualification they shall be paid in addition to the rates prescribed by Appendix 1, the following:

Qualification Type	Allowance
Fellowship Diploma of the Society of Hospital Pharmacists of Australia, the Graduate Diploma in Clinical Pharmacy or the Graduate Diploma in Hospital Pharmacy	5.5% of the rate of pay for a Pharmacist grade I, 3rd year of experience
Master of Clinical Pharmacy or equivalent qualification	7.5% of the rate of pay for a Pharmacist grade 1, 3 rd year of experience

(viii) Psychologists

Where a Psychologist has a higher qualification they shall be paid, in addition to the rates prescribed by Appendix 1, the following:

Qualification Type	Allowance
Graduate Certificate in behavioural science or psychology, or other recognised equivalent qualification	4% of the rate of pay for Grade 1, Year 3
Graduate Diploma in behavioural science or psychology, or Graduate Diploma in Health	6.5% of the rate of pay for Grade 1, Year 3

Administration or other recognised equivalent qualification	
MA, M Sc, M Psych, membership of a College of the Australian Psychological Society, or any recognised equivalent qualification from a tertiary institution or membership of a college/board	7.5% of the rate of pay for Grade 1, Year3
Ph.D, D Sc in behavioural science or Psychology or other recognised equivalent qualification	10% of the rate of pay for Grade 1, Year 3

(1) The parties agree to recognise all current colleges of the Australian Psychological Society.

(ix) Generic Qualification to all Classifications:

Where a Caregiver has a higher qualification reflected in the below table that is in addition to their base qualification and of direct relevant to their position, they shall be paid, in addition to the rates prescribed by Appendix 1, the following:

Qualification Type	Allowance
Masters of Public Health, Master of Health Promotion or equivalent qualification	7.5% of Medical Scientist Grade I Year 1
Masters of Business Administration or equivalent qualification	7.5% of Medical Scientist Grade I Year

21. ROSTERS

- (a) The ordinary hours of work for full time and part time Caregivers will be displayed on a fortnightly roster in a place conveniently accessible to Caregivers. The roster will be posted, where practicable, 28 days before, but no less than 14 days before the commencement of the roster period. The roster will show the Caregiver's daily ordinary working hours, commencing and finishing times and times on call.
- (b) A minimum of seven (7) days' notice will be given of a change in a roster. However a roster may be altered at any time in emergency situations, or to enable the functions of the hospital/department/unit to be carried on where another caregiver is absence from duty due to personal/carer's leave, or compassionate leave or family violence leave.

- (c) Where an Employer requires a Caregiver (other than a Pharmacist) without seven days' notice and outside the circumstances prescribed in (b) above, to perform 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 2-1/2% of the weekly rate of pay for the classification Scientist grade I - 1st year of experience after qualification.
- (d) Where an employer requires a Pharmacist Caregiver without seven days' notice and outside the circumstances prescribed in (a) above, to perform 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 2-1/2% of the weekly rate of pay for the classification Pharmacist grade I - 1st year of experience after qualification.

22. HIGHER DUTIES

A Caregiver who is authorised to assume the duties of another Caregiver on a higher classification under this Agreement for a period of five or more consecutive working days shall be paid for the period for which they assumed such duties, at the minimum rate prescribed for the applicable higher classification.

23. MEAL INTERVALS AND REST INTERVALS

(a) Meal intervals

(i) All Caregivers

- (1) Caregivers working shifts greater than five (5) hours shall be granted an unpaid meal interval of not less than 30 minutes and not more than 60 minutes. Such meal interval shall not be counted as time worked.
- (2) 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 twenty minutes to be commenced after completing three hours and not more than five hours of duty. Such time to be counted as time worked.
- (3) The arrangement set out in (a)(i)(2) may also be adopted in any case where there is mutual agreement between the Employer and the Caregiver.

(b) Rest period

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

24. OVERTIME

- (a) Subject to clause (a)(i) the Employer may require a Caregiver to work reasonable overtime at overtime rates.

- (i) A Caregiver may refuse to work overtime in circumstances where the working of such overtime would result in the Caregiver working hours which are unreasonable having regard to:
 - (1) any risk to Caregiver health and safety;
 - (2) the Caregiver's personal circumstances including any family responsibilities;
 - (3) the needs of the workplace or enterprise;
 - (4) the notice (if any) given by the employer of the overtime and by the Caregiver of his or her intention to refuse it; and
 - (5) any other relevant matter.
- (b) In accordance with subclause 18(d) the Employer may request, and a part-time Caregiver may agree to work additional hours at the ordinary time rate of pay. When work is performed in excess of the ordinary hours of work of a full-time Employee as set out in subclause (d) below, the part-time caregiver will be entitled to overtime as set out in this clause 24 – Overtime.
- (c) Time worked in excess of the ordinary hours of a full time Caregiver i.e.
 - (i) 76 hours per fortnight
 - (ii) Up to 10 shifts per fortnight (except as otherwise agreed);
 - (iii) Up to 7.6 hours a shift (except where agreement is reached to work up to 10 ordinary hours);
 shall be deemed overtime.
- (d) Overtime shall be paid at:
 - (i) Monday to Friday: Time and a half for the first two (2) hours and then Double time after the first two (2) hours
 - (ii) Saturday and Sunday: Double time
 - (iii) Public holiday: Double time and a half.
- (e) The provisions of subclause (c) and (d) shall not apply to a Scientist - Director or Deputy Director.
- (f) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that Caregivers have at least ten consecutive hours off duty between the work of successive shifts.
- (g) A Caregiver who works so much overtime between the termination of their previous rostered ordinary hours of duty and the commencement of their next succeeding period of duty such that they would not have had at least ten consecutive hours off duty between those times, shall, subject to this clause be released after completion of such overtime worked until they have had ten

consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

- (h) If on the instructions of the Employer such a Caregiver resumes or continues work without having had such ten consecutive hours off duty they shall be paid at the rate of double time until they are released from duty for such rest period and they shall then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- (i) Time Off in Lieu
 - (i) A Caregiver may elect, with the consent of the Department Head, to receive time off in lieu of the payment for overtime worked.
 - (ii) Time off in lieu accrues at the applicable overtime rate. For example, if a Caregiver is entitled to two (2) hours of overtime at time and a half, they would accrue three (3) hours of time off in lieu.
 - (iii) Time off in lieu shall be taken as mutually agreed between the Employer and the Caregiver, provided that the accrual of such time in lieu shall not extend beyond a 28 day period. Where such accrued time in lieu has not been taken within the 28 day period, such time shall be, at the discretion of the Employer:
 - (1) paid in accordance with this Clause 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.
 - (iv) Any accrued time in lieu that has not been taken and is owing to the Employee at the time of termination will be paid to the Employee at the overtime rate applicable to the overtime when worked.
- (j) For the purposes of this Clause, in accruing or calculating payment of overtime, each day shall stand alone.

25. ON CALL/ RECALL

- (a) On call allowance
 - (i) Pharmacists
 - (1) An on call allowance of 2.5% of the weekly base rate of pay for a Pharmacist grade I, 2nd year of experience shall be paid to a Caregiver in respect to any 24-hour period or part thereof during which the Caregiver is on call during the period commencing from the time of finishing ordinary duty on Monday and the termination of ordinary duty on Friday.

- (2) The allowance shall be 5% in respect to any other 24-hour period or part thereof or any public holiday or part thereof.

(ii) Psychologists

A Psychologist required to be on call outside ordinary hours shall be paid an allowance of 2.5% of their weekly wages for each rostered period of duty during which they are so required.

(iii) All other Caregivers

- (1) An “on call” allowance of 2.5% of the weekly base rate of pay for Scientist grade I, 2nd year shall be paid to a Caregiver in respect to any 24-hour period or part thereof during which the Caregiver is on call during the period commencing from the time of finishing ordinary duty on Monday and the termination of ordinary duty on Friday.

- (2) The allowance shall be 5% in respect to any other 24-hour period or part thereof or any public holiday or part thereof.

- (3) A Scientist Director or Deputy Director required to be on call outside ordinary hours shall be paid an allowance equal to 10% of their weekly wages for each week during which they are so required.

Provided however, that a Scientist Director or Deputy Director not already on call but who substitutes themselves on the normal on-call roster of the laboratory concerned, shall be paid in accordance with the provisions of (a)(iii)(1) and (a)(iii)(2).

(b) Recall

- (i) If a caregiver is rostered on call and they are recalled to work where the recall work is not continuous with the next succeeding rostered period of duty then the Caregiver shall be paid a minimum of 2 hours at the appropriate overtime rate. The minimum two hours payment shall commence from the time the Caregiver signs on at the Hospital and commences work and ceases when the Caregiver ceases work and signs off at the Hospital (Subject to the minimum two hour payment).
- (ii) If a caregiver is NOT rostered on call and they are recalled to work they shall be paid the minimum two hour payment at double time and the payment shall commence from the time the Employee signs on at the Hospital and commences work and ceases when the Employee ceases work and signs off at the Hospital (subject to the minimum two hour payment).
- (iii) A caregiver recalled to work outside of their rostered ordinary hours of duty will be reimbursed mileage in accordance with Clause 38 – Travelling Transport and Fares.

- (iv) Subsequent recalls to duty that commence within the initial two hour minimum period shall be paid only for actual time worked that extends beyond the initial two hour period. Whereas subsequent recalls that commence after the completion of the initial two hour period will be treated as a separate recall and will be subject to a further minimum two hour period.
 - (v) 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 one hour's overtime, provided that multiple recalls within a discrete hour will not attract additional payment.
 - (vi) A Caregiver (other than a casual Caregiver) who works so much recall between midnight and the commencement of their next succeeding rostered period of duty that they would not have at least ten consecutive hours off duty between those times, shall, subject to this clause, be released after completion of such recall worked until they have had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
 - (vii) If on the instructions of the Employer such a Caregiver resumes or continues work without having had such ten consecutive hours off duty they shall be paid at the rate of double time until they are released from duty for such rest period and they shall then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence. No Caregiver shall present for duty on a voluntary basis unless they have had eight consecutive hours (within the meaning of this clause) off duty.
- (c) 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.
 - (d) No Caregiver shall be permitted to be on call in the 24 hour period prior to any change of shift.

26. SHIFT WORK

- (a) All Caregivers except Pharmacists

Morning/Afternoon Shift:

- (i) In addition to any other rates prescribed elsewhere in this Agreement, a Caregiver whose rostered hours or 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 an amount equal to 2.5% of the weekly rate applicable to the "Scientist grade I, 1st year of experience after qualification" per rostered period of duty.

Night shift:

- (ii) 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 period of duty an amount equal to 4%, of the rate applicable to the first year of experience Scientist grade I, and provided further that in the case of a Caregiver permanently working on any such rostered hours of ordinary duty they shall be paid for any such period of duty an amount equal to 5% of the rate applicable to first year of experience Scientist grade I. Permanently working shall mean working for any period in excess of four consecutive weeks.
- (iii) Saturday and Sunday work
 - (1) All rostered time of ordinary duty performed on a Saturday or on a Sunday shall be paid for at the rate of time and a half.
 - (2) If the Saturday or Sunday duty involves overtime it shall be paid for at the rate of double time.
 - (3) The provisions of this subclause shall not apply to a Scientist - Director or Deputy Director.

(b) Pharmacists

Morning/Afternoon Shift:

- (i) In addition to any other rates prescribed in this Agreement a Pharmacist 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 8.00 a.m. shall be paid an amount equal to 2.28% of the weekly rate applicable to the "Pharmacist grade I, 1st year of experience after qualification" per rostered period of duty.

Saturday and Sunday work:

- (ii) Where a Pharmacist Caregiver is required to work on a Saturday or Sunday they shall be paid at the rate of double time. Provided that if the Employer so elects, but not otherwise, they may be paid at the rate of single time and also be granted equivalent hours off duty in one period.

27. PARENTAL LEAVE

- (a) Caregivers are entitled to unpaid parental leave in accordance with the provisions of the Act, as amended from time to time.
- (b) Permanent Caregivers eligible for parental leave in accordance with subclause (a) shall be entitled to access one of the following types of paid parental leave:
 - (i) Primary caregiver leave, where the employee is the primary caregiver at the time of birth

1. Period of leave commencing on commencement of the Agreement: twelve (12) weeks' paid leave if the Employee is the primary caregiver at the time of the birth.
 2. Period of leave commencing FFPPOA 1 July 2025: Thirteen (13) weeks
 3. Period of leave commencing FFPPOA 1 July 2026: Fourteen (14) weeks
- (ii) Partner leave: three (3) weeks' paid partner leave at the time of the birth or adoption of the child, or earlier as agreed, if the Employee is not the primary caregiver.
 - (iii) Payment shall be made at the commencement of leave and paid at the Caregiver's ordinary weekly rate of pay. The payment shall be calculated by averaging the Caregiver's average weekly hours of employment for the twelve months preceding the commencement of the leave.
 - (iv) Such leave may be paid:
 - (1) on a normal fortnightly basis; or
 - (2) at the rate of half pay for double the period.
 - (v) The amount of paid leave provided in this Agreement shall not be reduced in terms of its monetary value by the Commonwealth Government's scheme of publicly funded paid parental leave (however titled or styled). For the avoidance of doubt the value of the paid parental leave provided under this Agreement will be in addition to the value of the leave provided by the Commonwealth scheme.
 - (vi) A second or subsequent period of paid parental leave, as per sub-clause (b)(i), shall only be payable where such Employee has:
 - (1) returned to work after their prior period of parental leave; and
 - (2) has subsequently undertaken a further period of 6 months continuous service as at the date they propose to proceed on the second or subsequent period of parental leave.
- (c) Superannuation will be paid on paid parental leave.
 - (d) Annual Leave and Long Service Leave may be taken in conjunction with Parental Leave in accordance with the NES.
 - (e) Where the pregnancy terminates after the completion of 20 weeks, during the certified period/s the employee is entitled to paid maternity leave not exceeding the amount of paid maternity leave available under subclause (b)(i).
 - (f) Right to request
 - (i) A Caregiver entitled to parental leave pursuant to the provisions of clause 27 may request the employer to allow the Caregiver:

- (1) to extend the 52 weeks of unpaid parental leave by a further continuous period of leave not exceeding 12 months;
- (2) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the Caregiver in reconciling work and parental responsibilities.

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

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

The Caregiver's request and the employer's decision made under (i) and (ii) must be recorded in writing

- (iv) Request to return to work part-time

Where a Caregiver wishes to make a request under (d)(i)(3), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Caregiver is due to return to work from parental leave.

- (g) Carers leave for pre-natal or parenting classes

If a Caregiver is required to attend pre-natal appointments or parenting classes and such appointments or classes are only available or can only be attended during the ordinary rostered shift of a caregiver, then on production of satisfactory evidence of attendance at such appointment or class, the caregiver may access their carers' leave credit under the Agreement. The Caregiver must give the Employer prior notice of the Caregiver's intention to take such leave.

28. SUPPORT FOR BREASTFEEDING

- (a) Subject to operational requirements, and where practicable to do so, the Employer will provide up to a 30 minute paid break per shift for an Employee to express breast milk for her nursing child for one year after the child's birth.
- (b) The Employer will also provide where practicable to do so a comfortable place, other than a bathroom, which may be used by an Employee to express breast milk or breastfeed a child in privacy.
- (c) 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 Employee.

29. ANNUAL LEAVE

(a) Caregiver's entitlement to leave

(i) Caregivers (other than casual Employees) will be entitled to 5 weeks' annual leave in respect of each year of continuous service on ordinary pay. This represents an increase from 4 weeks' annual leave per year under the 2015 Agreement, and the new higher accrual rate will be introduced on the FFPPOA the commencement of the Agreement. For clarity, the 5 weeks of annual leave is inclusive of the additional week of annual leave provided by the NES for shift workers. Accordingly, the definition of shift worker for the purposes of the NES is all employees, other than casual employees.

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

(b) Public holidays occurring during annual leave

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

(c) Leave to be taken

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

(d) Taking of leave

(i) Annual leave may be taken for a period agreed between an Employee and the Employer.

(ii) Annual leave may be taken in single day periods as agreed between the Employer and the Caregiver.

(iii) The Employee will submit a request for annual leave through MyPay at least six (6) weeks prior to the first day of the proposed leave period/s unless it is not reasonable to do so in the case of special circumstances.

(iv) Within ten (10) week days of the leave request, the Employee will be advised through MyPay that their annual leave request is approved or, if not approved, the reasons for the leave not being approved.

(v) Where it is likely the leave request will be rejected, the Employer and Employee will consult on alternate leave days within the 10 day period.

(vi) The Employer must not unreasonably refuse to agree to a request by the Employee to take paid annual leave.

- (vii) Once annual leave is approved, it must not be unilaterally changed by the Employer. Where extraordinary circumstances arise, such that the Employer wishes the Employee to change the timing of their approved leave, any change may only occur through consultation and agreement.

Excess Annual Leave

- (viii) Where the Caregiver has accrued annual leave, equivalent to not less than 18 months accrual for that Caregiver, the Employer may direct the Caregiver to take some or all of that excess accrued annual leave with at least two weeks' notice provided that:

- (1) the Employer will not unreasonably refuse to agree to an annual leave reduction plan which includes saving leave for an extended vacation within 12 months of the date of agreement to the leave reduction plan. The agreement is to be in writing and signed by both the Employer and the Caregiver; and
- (2) in directing the Caregiver to take leave the Caregiver cannot be directed to reduce their accrued leave to less than four (4) weeks.

Provided that in order to assist caregivers in balancing their work and family responsibilities, an employee may elect, with the consent of the employer, to accrue and carry forward any amount of annual leave for a maximum of two years from the date of entitlement.

- (e) Leave allowed before due date

An Employer may allow annual leave to an Employee before the right thereto has accrued. Where leave has been granted to an Employee pursuant to this clause before the right thereto has accrued and the Employee subsequently leaves the service of the Employer before accruing annual leave equivalent to the leave allowed in advance, the Employer is entitled to deduct from the Employee any amounts owing from any remuneration payable to the Employee on termination of the employment, where authorised.

- (f) Payment for period of annual leave

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

- (g) Annual leave on termination of employment

If a Caregiver's employment terminates, the Caregiver shall be paid in lieu of their accrued but untaken annual leave.

- (h) Weekend worker

For the purposes of an additional sixth week of annual leave, the following shall apply:

- (i) Employees (including part-time employees) who work shifts in excess of 4 hours which fall on a Saturday and/or Sunday, as part of their ordinary hours, will accrue additional annual leave at the rate of 0.5 times the number of ordinary hours worked on any weekend day, up to a maximum of 38 hours additional leave in any 12-month period.
- (ii) Provided that, in the case of part-time Employees who work both a Saturday and a Sunday shift on the same weekend, only one shift per weekend will attract the accrual of the additional annual leave (ie either the Saturday or Sunday shift, but not both), up to the maximum accrual of 38 hours in any 12 month period. Provided further that where a differing number of hours are worked on a Saturday and Sunday by a part-time worker on any one weekend, the longer shift will be used to calculate the accrual of additional annual leave.
- (iii) In relation to the administration of an Employee's additional annual leave:
 - (1) Where extended leave is taken (eg parental, sick, long service leave etc) an Employee may elect to utilise any available annual leave credits, or retain such credits until their return to duty;
 - (2) Where an Employee with extended leave credits is promoted within a hospital or health service, the credits will be carried over to their employment in the new role;
 - (3) Where an Employee with extended leave credits resigns or their employment is otherwise terminated, their credits will be paid out as part of their normal annual leave payments.
- (iv) The additional annual leave may be taken separately, or in conjunction with another period of annual leave, at any time by mutual agreement. Provided that where there is no agreement, such leave may be taken within 6 months of the end of any 12 month period during which the additional annual leave has accrued.
- (v) This clause shall not apply to any Employee who works four hours or less.
- (vi) Annual leave accrued under this sub-clause shall not attract annual leave loading.
- (i) Annual leave loading
 - (i) A Caregiver entitled to annual leave shall be paid an annual leave loading of 17-1/2% of the ordinary weekly rate of pay for the classification at which the Caregiver is employed at the commencement of their annual leave, provided that the maximum annual allowance payable shall be calculated on the salary of a Medical Scientist Grade 3 Year 2.
 - (ii) Provided that where a Caregiver would have received shift penalties or Saturday and/or Sunday penalties prescribed in this Agreement had they not

been on annual leave and such shift loadings would have entitled the Caregiver to a greater amount than under paragraph (i)(i) of this clause, then the shift loadings shall be paid to the Caregiver in lieu of the 17 ½ % loading.

(j) Termination

The loading calculated according to (i) shall be payable on proportionate leave calculated according to (g).

(k) Single day leave

- (i) Subject to the provisions of clause (d) of this clause, the Employer and a majority of Caregivers at an enterprise may agree to establish a system of single day annual leave absences.
- (ii) The Employer shall inform each union which is both party to the Agreement and which has members employed at the particular enterprise of its intention to introduce an enterprise system of annual leave flexibility, and providing a reasonable opportunity for the union to participate in negotiations.
- (iii) Access to annual leave, as prescribed in (d), shall be exclusive of any shutdown period provided for elsewhere under this Agreement.
- (iv) A Caregiver and Employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (v) Once a decision has been taken to introduce an enterprise system of single day annual leave, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to the Act

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

- (i) Upon receipt of a written request by a Caregiver, the Employer may authorise the Caregiver to receive pay in lieu of an amount of annual leave.
 - (1) Paid annual leave must not be cashed out if the cashing out would result in the Caregiver's remaining accrued entitlement to paid annual leave being less than 4 weeks; 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, plus leave loading that would otherwise have been payable within two weeks of the request being made.

- (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.

(m) Periods of low occupancy

Where the Employer temporarily closes a section, ward or unit of a Hospital due to periods of low occupancy, the Employer shall discuss this matter with affected Caregivers. Where possible the affected Caregivers shall be afforded work in an alternate area of the Hospital. In the circumstances where alternative work is not available:

- (i) the Caregiver may be directed to take paid annual leave during part or all of this period; or
- (ii) the Caregiver may take leave without pay to a maximum of five single days per year. Such leave shall be by mutual agreement. In the event of any dispute arising out of this sub-clause, it shall be dealt with in accordance with the disputes resolution procedure.

30. PUBLIC HOLIDAYS

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

- (i) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- (ii) the following days, as prescribed in Victoria: Australia Day, Anzac Day, King's Birthday, Eight Hours' Day or Labour Day, Friday before the AFL Grand Final; and
- (iii) Melbourne Cup Day or in lieu of Melbourne Cup Day, some other day as determined in a particular locality.

(b) Holidays in lieu

- (i) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- (ii) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
- (iii) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

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

(d) Substitution of public holidays by agreement

- (i) An employer and their Caregivers may agree to substitute another day for any prescribed in this clause. For this purpose the consent of the majority of affected Caregivers shall constitute agreement.
 - (ii) An agreement pursuant to (d)(i) shall be recorded in writing and be available to every affected Caregiver.
 - (iii) The union shall be consulted about an agreement pursuant to (d)(i).
 - (iv) Any disputes arising from clause (d)(iii) shall be dealt with through the Disputes Resolution procedures of this Agreement.
 - (v) If no resolution is achieved pursuant to (d)(iv), the employer may apply to the FWC for approval of the agreement reached with their Caregivers. Such application must be made fourteen or more days before the prescribed holiday. After giving the Employer and union an opportunity to be heard, the FWC will determine the application.
- (e) Payment for time worked on a public holiday
- (i) A Caregiver who works (excepting on recall) on any day specified in (a) shall:
 - (1) be paid for the time so worked with a minimum of four hours' wages at the rate of time and a half in addition to the weekly wage prescribed herein; or
 - (2) be entitled to time off amounting to one and a half times the hours worked with a minimum of six hours' time off without loss of pay; such time off to be taken at a time mutually convenient to the Employer and Caregiver within one month of the day on which the Caregiver worked, provided that where a Caregiver is entitled to a full working day off, such time off work may be added to the Caregiver's annual leave by mutual consent.
 - (ii) Where such holiday occurs on their rostered day off, the Caregiver shall be entitled to receive a day's ordinary pay for the public holiday that occurred on the caregiver's rostered day off.
 - (iii) A Caregiver may be requested to work on public holidays. If a Caregiver unreasonably refuses a reasonable request to work on a public holiday, the Employer may require the Caregiver to work the public holiday. Where a Caregiver is rostered to work on a public holiday and fails to do so, such Caregiver shall not be entitled to public holiday pay for the holiday.
 - (iv) Where a Caregiver, who is rostered to work on a public holiday, requests and is granted the day off such caregiver shall not be entitled to public holiday pay for the holiday unless the request was made by the Caregiver at least three clear working days prior to the date of such holiday.

The provisions of this subclause (e)(iv) shall not apply to Pharmacists.

(v) Christmas Day, Boxing Day and New Year's Day

- (1) Where Christmas Day and/or Boxing Day and/or New Year's Day fall on a Saturday or a Sunday, a Caregiver, other than a casual Caregiver, who works on Christmas Day and/or Boxing Day and/or New Year's Day shall be paid at the rate of time and one half for the time worked with a minimum of four hours wages. If such a Caregiver also works on the Holiday(s) in lieu set out in clause (b), they shall be paid at the normal Agreement rate for work on this day or these days.
- (2) In addition to the benefit provided by clause (e)(vi)(1) hereof, a caregiver who works on Christmas Day and/or Boxing Day and/or New Year's Day shall, for each day so worked, either be allowed a substitute holiday at a time convenient to the Employer or receive an extra day's wages at ordinary rates.
- (3) This clause overrides any other provisions of the Agreement with which it is inconsistent.

(f) Public Holidays and Part-time Caregivers

- (i) In determining whether a part time Employee who works a rotating roster is entitled to receive the benefits of a public holiday not worked it is agreed that the roster patterns of the preceding 26 weeks be reviewed. If this review shows that an Employee has worked 50% or more on the particular day of the week on which a particular public holiday falls, the Employee shall be entitled to receive payment for that day.
- (ii) Where an Employee has been employed by the Employer for less than 26 weeks, in determining whether a part time Employee who works a rotating roster is entitled to receive the benefits of a public holiday not worked, it is agreed that the roster patterns since their date of commencement be reviewed. If this review shows that an Employee has worked 50% or more on the particular day of the week on which a particular public holiday falls, the Employee shall be entitled to receive payment for that day.
- (iii) The rate of pay for the day to be paid, as outlined in subclause (f)(i) and (f)(ii) 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. i.e A public holiday falls on a Friday. A review of the preceding 26 week period demonstrates that the Employee has worked ordinary hours on 13 of the Fridays on those preceding 26 weeks. Therefore the 50% or more requirement over the preceding 26 weeks has been met. The total number of ordinary hours worked on the identified 13 Friday shifts was 104 hours. Therefore the average hours to be paid equates to 8 hours (i.e. 104 divided by 13 = 8).

31. PERSONAL/ CARER'S LEAVE

The provisions of this clause apply to full-time and part-time Employees (on a pro rata basis) but do not apply to casual Employees, excepting unpaid carers leave.

(a) Definitions

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

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

(i) Paid personal / carer's 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) A full-time Caregiver is entitled to the following amount of paid personal / carer's leave (pro rata for part time caregivers) and such leave shall accrue progressively during a year of service according to the Caregiver's ordinary hours of work, and accumulates from year to year:

- (1) 12 days (91.2 hours) will be available in the first year of service;
- (2) 14 days (106 hours and 24 minutes) will be available per annum in the second, third and fourth years of service.
- (3) 21 days (159 hours and 36 minutes) will be available in the fifth and following years of service.

(c) Personal / carer's leave for personal injury or sickness

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.

(d) Personal / carer's leave to care for an immediate family or household member

(i) A Caregiver is entitled to use personal leave, including accrued leave, each year where required to provide care or support to a member of their immediate family, or a member of their household, who requires care or support because of a personal illness, or personal injury, affecting the member; or an unexpected emergency affecting the member.

(e) Evidence supporting claim

(i) The provisions of sub clauses (c) and (d)(i) are subject to the provision that such illness is certified by a registered health practitioner (or a statutory declaration signed by a Caregiver shall be deemed to be satisfactory evidence of sickness) and evidence thereof, if required by the employer is

produced within three days of such a request. A Caregiver may be absent for one day on personal leave for personal injury or sickness without furnishing evidence of such sickness on not more than three occasions in any one year.

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

(f) Unpaid carer's leave

Where a Caregiver has exhausted all paid personal leave entitlements, or if the Caregiver is a casual employee, they are entitled to take unpaid carer's leave where required to provide care or support to a member of their immediate family, or a member of their household, who requires care or support because of a personal illness, or personal injury, affecting the member; or an unexpected emergency affecting the member. The Employer and the Caregiver shall agree on the period. In the absence of agreement, the Caregiver is entitled to take up to two days (up to a maximum of 16 hours) per occasion, provided the requirements of (e)(i) are met.

32. COMPASSIONATE LEAVE

- (a) A Caregiver is entitled to 4 days of compassionate leave for each occasion (a *permissible occasion*) when a member of the Caregiver's immediate family, or a member of the Caregiver's household:
 - (i) contracts or develops a personal illness that poses a serious threat to their life; or
 - (ii) sustains a personal injury that poses a serious threat to their life; or
 - (iii) dies.
- (b) The entitlement to compassionate leave also applies when:
 - (i) a child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive; or
 - (ii) the Employee, or the Employee's current spouse or de facto partner, has a miscarriage.
- (c) 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); or

- (ii) after the death of the member of the Caregiver's immediate family or household referred to in subclause (a), or the stillbirth of the child referred to in subclause 32(b)(i); or
 - (iii) after the Employee, or the Employee's current spouse or de facto partner, has the miscarriage referred to in subclause 32(b)(ii) above.
- (d) A Caregiver may take compassionate leave for a particular permissible occasion as a single continuous 4 day period; or 4 separate periods of 1 day each; or any separate periods to which the Caregiver and the Employer agree.
 - (e) 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.
 - (f) 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.
 - (g) 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.

33. JURY SERVICE

- (a) A 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 wage pursuant to Appendix 1, they would have received in respect of ordinary time they would have worked had they not been on jury service.
- (b) A caregiver shall notify their employer as soon as possible of the date upon which they are required to attend for jury service. Further, the caregiver shall give their employer proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

34. LONG SERVICE LEAVE

- (a) Long Service Leave (LSL) will accrue progressively at the rate of 1.733 weeks for each year of completed continuous service with the Employer.
- (b) A Caregiver may access their LSL entitlement as follows:
 - (i) On completion of 15 years continuous service – 26 weeks LSL, and thereafter an additional 1.733 weeks LSL on completion of each additional year of service.
 - (ii) On completion of seven (7) years continuous service a caregiver may apply for pro-rata LSL. An employer may, by agreement, with a caregiver grant

LSL to the caregiver before the entitlement to the leave referred to in (b) (i), has accrued, provided that such leave shall not be granted before the caregiver has completed seven (7) years continuous service.

- (iii) Where a caregiver who has completed at least seven years' service, but less than fifteen years' service and whose employment is terminated by the Employer for any cause other than serious and wilful misconduct they shall be paid the LSL they have accrued up to the date of termination.

(c) Service entitling to leave

- (i) Subject to this clause service shall also include all periods during which a caregiver was serving in His Majesty's Forces or was made available by the employer for National Duty.

- (d) For the purposes of this Clause the meaning of service and continuous service shall be in accordance with section 22 of the Act.

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

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

Where a Caregiver who has completed at least seven years of service dies while still in the employ of the Employer, the Employer shall pay to such Caregiver's personal representative a sum equal to the LSL the Caregiver had accrued up to the date of death.

(g) Payment for period of leave

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

- (1) In full in advance when the Caregiver commences 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 they take long service leave to which they are entitled, or where any long service leave accrues to a Caregiver pursuant to (a)(ii)(2) or (a)(ii)(3), the Caregiver shall be entitled to payment for such leave as at the date of termination.

- (iii) Where an increase occurs in the ordinary time rate of pay during any period of long service leave taken by the Caregiver, the Caregiver shall be entitled

to receive payment of the amount of any increase in pay at the completion of such leave.

(h) Taking of leave

- (i) When a Caregiver becomes entitled to long service leave such leave shall be granted by the Employer within six months from the date of the entitlement, but the taking of such leave may be postponed to such date as is mutually agreed, or in default of agreement as is determined by the FWC under the disputes resolution procedure, provided that no such determination shall require such leave to commence before the expiry of six months from the date of such determination.
- (ii) Any long service leave shall be inclusive of any public holiday occurring during the period when the leave is taken.
- (iii) If the Employer and a Caregiver so agree:
 - (1) the first six months long service leave to which a Caregiver becomes entitled under this determination may be taken in two or three separate periods, or as otherwise agreed; and
 - (2) any subsequent period of long service leave to which the Caregiver becomes entitled may be taken in two separate periods, but save as aforesaid long service shall be taken in one period.

(i) Definitions

For the purpose of this clause the following definitions apply:

- (i) Pay means remuneration for a Caregiver's normal weekly hours of work calculated at the Caregiver's ordinary time rate of pay provided in Appendix 1, at the time the leave is taken or (if they die 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.
- (ii) Month shall mean a calendar month.

(j) Variations to quantum and payment of leave

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

double the leave at half pay, or double the pay for half the leave option prior to the request by the caregiver being finalised.

35. ACCIDENT PAY

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

(a) Definitions

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

(i) Total Incapacity

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

(ii) Partial incapacity

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

- (1) The total 38 hour weekly agreement rate and weekly over-agreement payment abovementioned shall be the same as that applying for a total incapacity provided that where a caregiver

receives a weekly payment under this section and subsequently such payment is reduced pursuant to section 9.6(l) of the Act such reduction will not increase the liability of the employer to increase the amount of accident pay in respect of that injury.

- (2) For the purposes of the calculation of the total 38 hour weekly agreement rate and weekly over-agreement payment in (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 the *Workers Compensation Act*, as amended from time to time and no injury shall result in the application of accident pay unless an entitlement exists under the Act.

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

(b) Qualification for payment

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

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

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

- (2) In order to qualify for the continuance of accident pay on termination a caregiver shall if required provide evidence to his/her employer of

the continuing payment of weekly Caregivers compensation payments.

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

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

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

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

(e) Maximum period of payment

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

(f) Absences on other paid leave

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

(g) Notice of injury

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

(h) Medical examination

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

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

(i) Cessation of weekly payments

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

(j) Civil damage claims

(i) A Caregiver receiving or who has received accident pay shall advise 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 their Employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

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

(k) Insurance against liability

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

(l) Variations in compensation rates

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

(m) Death of a caregiver

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

36. TERMINATION OF EMPLOYMENT

(a) Notice of termination by Employer

- (i) In order to terminate the employment of a Caregiver the Employer must give to the caregiver 4 weeks' notice.
- (ii) In addition to the notice in (a)(i), Caregivers over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.
- (iii) Payment in lieu of the prescribed notice in (a)(i) and (a)(ii) must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the Caregiver working part of the required period of notice and by the Employer making payment for the remainder of the period 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 casual Caregivers.
- (b) Notice of termination by a Caregiver
 - (i) The notice of termination required to be given by a Caregiver is the same as that required of an Employer, save and except that there is no requirement on the Caregiver to give additional notice based on the age of the Caregiver concerned.
 - (ii) If a Caregiver fails to give the notice specified in (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 (a)(iv).
- (c) Job search entitlement

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

37. EXAMINATION LEAVE

- (a) A Caregiver shall be granted leave with full wages in order to attend examinations necessary to obtain a Higher Qualification as defined in this Agreement. Provided that such examinations are held within the Commonwealth of Australia.
- (b) The amount of such leave shall be sufficient to allow the Caregiver:
 - (i) to proceed to and from the place of examination; and
 - (ii) in addition, to allow three clear days prior to the oral examination and either three clear days or three single days prior to the written papers with a maximum of six days pre-examination study leave in any calendar year;
- (c) A Trainee Pharmacist shall be granted one clear day pre-examination study leave with full wages and paid sufficient time to allow the caregiver to proceed to and from the place of examination to attend the Pharmacy (VI) final examinations.
- (d) Any leave granted under the provision of this clause shall be in addition to the provisions of clause 29 (Annual Leave). Any leave granted under this clause does not accrue from year to year and is not payable on termination of employment.
- (e) A part-time caregiver will be entitled to such leave on a pro-rata basis.

38. PROFESSIONAL DEVELOPMENT/ CONFERENCE LEAVE

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

Professional Development Allowance

- (b) All Caregivers will be entitled to claim a professional development allowance of up to \$1200 per calendar year (applied proportionately for caregivers engaged part way through a calendar year) and is available to Caregivers who have completed at least 12 months continuous service. Access to this allowance will be based on approved and relevant courses, conferences and seminars which will result in the development of relevant skills and knowledge. Caregivers will be reimbursed for the costs of such attendances on production of an official invoice and receipt for said attendances. The Allowance, if unused in the calendar year, is cumulative over two (2) calendar years.

Professional Development Leave

- (c) All Caregivers are entitled to up to five (5) days professional development leave per calendar year in addition to other prescribed leave entitlements. A part-time

Caregiver will be entitled to such leave on a pro-rata basis.

- (d) Professional development leave is to be taken within each calendar year, however if the leave has not been able to be taken in the calendar year is cumulative over two (2) calendar years.
- (e) An application for this leave, nominating the preferred date(s) will be made in writing to the Manager providing a brief description of the nature of the professional development activity to be undertaken.
- (e) The application must be made at least six (6) weeks prior to the requested date(s) and will be approved by the Employer unless there are exceptional circumstances that exist that justify non-approval. The applicant will be notified in writing if the leave is approved or not within seven (7) days of the request being made. If leave is not granted the reasons will be included in the notification.
- (f) In-service education is also provided. Attendance at in-service education sessions nominated by the Employer to be of a compulsory nature will be paid.

39. TRAVELLING TRANSPORT AND FARES

- (a) A Caregiver who is recalled to work outside the normal working hours (provided such work is not continuous with a rostered period of duty) and who uses their vehicle for transport to a place of work shall be paid in accordance with the ATO rates.
- (b) Any Caregiver so recalled who does not use their vehicle shall be provided, at the expense of the Employer, with a hire car or taxi, for the inward and return journeys.
- (c) Should any Caregiver be required to use their vehicle during normal working hours on Employer business, the Caregiver shall receive such allowance for mileage as is granted in (a).
- (d) A Caregiver on rostered shifts who is required to use public transport to journey to or from work between 9.00 p.m. and 7.00 a.m. shall be provided with transport (taxi or hire car) if no public transport is available for the inward and/or outward journey. The Employer shall be responsible for the payment of such transport.

40. UNIFORMS AND CLOTHING

- (a) The Employer shall make available at the Employer's expense an adequate number of suitable laboratory coats for each Caregiver employed in a laboratory. Pharmacists shall be provided with a minimum of two washable coats per week. Such coats shall remain the property of the Employer and shall be laundered free of cost to the Caregiver.

Where a locum pharmacist is required to provide their own coat, the employer shall arrange the laundering free of cost to the caregiver.

- (b) Where a Caregiver in the course of their employment suffers any damage to or soiling of clothing or other personal effects (excluding hosiery), the Employer shall

be liable for the replacement, repair or cleaning of such clothing or personal effects, provided that immediate notification is given of such damage or soiling. This clause shall not apply in the case where the damage or soiling is occasioned by the negligence of the Caregiver.

41. REDUNDANCY

Discussion before Termination

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

Transfer to lower paid duties

- (b) Where a Caregiver is transferred to lower paid duties for reasons set out in paragraph (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, and the Employer may at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks' notice still owing.

Redundancy pay

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

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

Definitions

- (d) "Week's pay" means the ordinary time rate of pay for the Caregiver concerned.

Caregiver Leaving During Notice Period

- (e) 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

- (f) Where the Employer offers the Caregiver acceptable alternative employment no severance payment is payable, in accordance with the provisions of the Act.

Time off Period of Notice

- (g) During the period of notice of termination given by the Employer, a Caregiver shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (h) If the Caregiver has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Caregiver shall, at the request of the Employer, produce proof of attendance at an interview or she/he shall not receive payment for the time absent.
- (i) For this purpose a statutory declaration will be sufficient.

Caregivers with Less Than One Year's Continuous Service

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

Caregivers Exempted

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

42. DAYLIGHT SAVING

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

43. SALARY PACKAGING PROCEDURE

- (a) The Employer 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 the Employer does not enjoy CTS with the Australian Taxation Office (ATO), the Employer 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 the Employer 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 an employee to arrive at the cash component. Gross salary does not include the Employer's contribution to compulsory and/or contributory superannuation.
- (d) By agreement between the Employer and the Caregiver, the rate of pay specified by this Agreement may be salary packaged in accordance with the Employer's Salary Packaging policy as applying from time to time.
- (e) Salary packaging may be entered into on a voluntary basis and is an arrangement for the payment of wages or salary payable under this Agreement whereby the total remuneration is broken into a cash and a non-cash /benefits component.
- (f) Caregivers are encouraged to seek independent financial advice prior to entering into any form of salary packaging and the Employer will not be responsible for that advice or any outcome which may result there from.
- (g) Where legislative e.g. Fringe Benefit Tax Act 1988 and/or Income Tax Assessment Act or other changes have the effect of reducing or withdrawing the personal benefits identified/resulting from this Agreement, the Employer 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 the Employer, 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 the Employer 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.

44. CHANGE OF SHIFT ALLOWANCE

- (a) Subject to clause (b) below, a Caregiver who changes from working on one shift to working on another shift the time of commencement of which differs by four hours or more than from that of the first they shall be paid an amount equal to 4% of the weekly rate of pay for the classification Medical Scientist Grade 1 Year 1 for each shift change in addition to any amount payable under this Agreement.

- (b) The change of shift allowance provided for under the Agreement is not payable to Caregivers in the following circumstances:
- Where the Caregiver agrees to a request from another Caregiver or Caregivers for a change in the shift.
 - Where there is an intervening period of 48 hours or more off duty inclusive of leave, weekends, accrued days off, rostered days off and public holidays (including substituted days off).
 - Where the commencement times of shifts change by mutual agreement between the Caregiver and the Employer.

45. FLEXIBILITY ARRANGEMENTS

- (a) The Employer and a Caregiver covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (i) the agreement deals with 1 or more of the following matters:
 - (1) arrangements about when work is performed;
 - (2) overtime rates;
 - (3) penalty rates;
 - (4) allowances;
 - (5) leave loading; and
 - (ii) the arrangement meets the genuine needs of the Employer and Caregiver in relation to 1 or more of the matters mentioned in paragraph (i); and
 - (iii) The Employer and the Caregiver must have genuinely made the agreement without coercion or duress.
- (b) The Employer must ensure that the terms of the individual flexibility arrangement:
- (i) are about permitted matters under section 172 of the 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 employee would be if no arrangement was made.
- (c) The Employer must ensure that the individual flexibility arrangement:
- (i) is in writing; and
 - (ii) includes the name of the Employer and Caregiver; and
 - (iii) is signed by the Employer and Caregiver and if the Caregiver is under 18 years of age, signed by a parent or guardian of the employee; and
 - (iv) includes details of:
 - (1) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (2) how the arrangement will vary the effect of the terms; and
 - (3) how the Caregiver will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (v) states the day on which the arrangement commences.

- (d) The Employer must give the Caregiver a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The Employer or Caregiver may terminate the individual flexibility arrangement:
 - (i) by giving 28 days written notice to the other party to the arrangement; or
 - (ii) if the Employer and Caregiver agree in writing — at any time.

46. REPRESENTATIVE LEAVE

- (a) This Agreement incorporates clause 33A of the Award in relation to workplace delegates' rights. This clause 46 applies where it provides an Employee with a greater entitlement than that found in clause 33A of the Award.
- (b) Leave to attend trade union and union delegate courses/seminars shall be as follows:
 - (i) To a maximum of 3 days per year (1 January to 31 December) accessible by union delegates at each of the Employer's Hospitals/Services in Victoria for the totality of all applications of paid trade union, union delegate training leave, attendance at union conferences, meetings and courses provided that:
 - (1) the scope, content and level of the courses are directed to the enhancement of the operation of the settlement of dispute/dispute settlement procedure/s;
 - (2) that two weeks period of notice is provided to the Employer;
 - (3) the approval of leave must have regard to the operational requirements of the Employer;
 - (4) this leave shall be paid at the ordinary time rate of pay.
- (c) Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.

47. PAID EMERGENCY SERVICES LEAVE

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

48. FAMILY AND DOMESTIC VIOLENCE LEAVE

- (a) This clause applies to all Employees, including casuals.
- (b) Definitions:
 - (i) In this clause:
 - (1) family and domestic violence means violent, threatening or other abusive behaviour by a family member or a member of the employee's household of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.
 - (2) family member means:
 - (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
 - (c) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
 - (3) A reference to a spouse or de facto partner in the definition of family member in subclause (b)(i)(2) includes a former spouse or de facto partner.

Entitlement to paid leave

- (c) The Employer will provide up to 10 days of paid leave per year for full-time, part-time Employees and casual employees. This leave is non-cumulative.
 - (i) the leave is available in full at the start of each 12 month period of the Employee's employment; and
 - (ii) the leave does not accumulate from year to year; and
 - (iii) is available in full to part-time and casual Employees.

Entitlement to unpaid leave

- (d) An Employee is also entitled to 5 days' unpaid leave to deal with family and domestic violence. The Employer and Employee may agree that the Employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

Taking leave

- (e) An Employee may take leave to deal with family and domestic violence if the Employee:
 - (i) is experiencing family and domestic violence; and
 - (ii) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.

- (f) The reasons for which an Employee 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.
- (g) A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Employer.

Service and continuity

- (h) The time an Employee is on leave to deal with family and domestic violence does not count as service but does not break the Employee's continuity of service.

Notice and evidence requirements

- (i) An Employee must give their Employer notice of the taking of leave by the Employee under this clause. The notice:
 - (i) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
 - (ii) must advise the Employer of the period, or expected period, of the leave.
- (j) An Employee 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 subclauses 35(g) and (h).
- (k) 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.

Confidentiality

- (l) The Employer must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under subclause 35(k) is treated confidentially, as far as it is reasonably practicable to do so.
- (m) Nothing in this clause prevents the Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.
- (n) Information concerning an Employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. The Employer should consult with such Employees regarding the handling of this information.

Compliance

- (o) An Employee is not entitled to take leave under this clause unless the Employee complies with this clause.
- (p) In addition to the above, where an Employee 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. Employees 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.

SCHEDULE 1: EMPLOYMENT CLASSIFICATIONS

1. Scientist - Grade I

A scientist who, under direction and supervision of more senior scientific staff undertakes laboratory or scientific work.

Provided that:

- (a) A scientist who holds or is qualified to hold the degree of Bachelor of Applied Science Honours or Bachelor of Science Honours (4-year course) shall be entitled to be classified as a "Scientist - Grade I, 2nd year of experience after qualification.
- (b) A scientist who holds or is qualified to hold the degree of Master of Applied Science or Master of Science shall be entitled to be classified as a "Scientist - Grade I, 3rd year of experience after qualification", provided further that a scientist so classified shall not be entitled to the higher qualification payment prescribed in this Agreement for a further period of two years; and
- (c) A scientist who is a Fellow of the Australian Institute of Medical Laboratory Scientists or is qualified to hold a degree of Doctor of Philosophy shall be entitled to be classified as a "Scientist - Grade I, 5th year of experience after qualification", provided further that a scientist so classified shall not be entitled to the higher qualification payment prescribed in this Agreement for a further period of two years.

2. Scientist - Grade II

A scientist who:

- (a) has at least 6 years' experience, and who through exhibiting excellence in their professional skills and/or is required to apply a level of performance worthy of additional remuneration; or
- (b) is engaged on specialised scientific work or work of a research or developmental nature which is not under the direct supervision of more senior scientific staff; or
- (c) is a deputy to a grade III scientist.

Provided that a "Scientist Grade I - 6th year of experience and thereafter" appointed to this grade shall be paid at the "Scientist Grade II - 2nd year after appointment" rate.

A scientist performing out of hours work and doing so alone and unsupervised shall be classified at not less than grade II for the period of time so worked.

3. Scientist - Grade III

A scientist who -

- (a)** is a deputy to a grade IV scientist, or
- (b)** has been qualified (as defined) for at least 10 years and is engaged on specialised scientific work of a research or developmental nature.

4. Scientist - Grade IV

A scientist who:

- (a)** is a senior specialist having advanced professional knowledge and extensive experience regularly engaged in dealing with highly complex problems in an aspect of scientific work.

5. Scientist - Grade V

A Scientist who is appointed as a senior principal research scientist. He/she is required to have an international reputation of a high order in a significant field of research as made evident by his/her published contributions in the field as recognised by his/her peers in the international scientific community.

Dietitians

6. Dietitian Grade 1

A dietitian who under routine direction and supervision of a more experienced dietitian performs dietetics work.

Provided that:

- (a)** A qualified dietitian who first commences employment on or after 25 April 1983, shall commence on the rate of Dietitian Grade I, 2nd year of experience after qualification;
- (b)** A dietitian who holds or is qualified to hold the degree of Bachelor of Science with Honours shall be entitled to commence on the rate of Dietitian Grade I, 3rd year of experience after qualification;
- (c)** A dietitian who holds or is qualified to hold the degree of Master of Science shall be entitled to commence on the rate of Dietitian Grade I, 4th year of experience after qualification, provided further that such dietitian shall not be entitled to the higher qualification payment prescribed in this Agreement for a further period of two years;
- (d)** A dietitian who holds or is qualified to hold the degree of Doctor of Philosophy shall be entitled to commence on the rate of Dietitian Grade I, 5th year of experience after qualification, provided further that such dietitian shall not be entitled to the higher qualification payment prescribed in this Agreement for a further period of two years.

7. Dietitian Grade 2

A dietitian appointed to this grade who:

- (a) Is in charge of a major section of a department recognised by the employer; or
- (b) Supervises dietetic students; or
- (c) Is employed on work which in the opinion of the dietitian in charge, or in the opinion of the manager in the case of a day hospital, requires special knowledge or depth of experience in clinical nutrition, nutrition education, health promotion, nutritional support or rehabilitation.

8. Dietitian Grade 3

A dietitian appointed to this grade, with additional responsibilities, ie:

- (a) A dietitian with at least seven years' experience, possessing specific knowledge in a branch of nutrition or dietetics and working in an area that requires high levels of specialist knowledge as recognised by the employer. Parameters of this position would include some of the following: consultative role, lecturing in a dietetic/nutrition speciality, teaching under- graduates and/or post-graduate students and providing education to staff from other disciplines.

Psychologists

9. Psychologist Grade I

A person who has completed studies but is not yet registered, employed as a psychologist or probationary psychologist under supervision, complying with the code of ethics and legal requirements of the psychology profession.

10. Psychologist Grade II

A person registered or fully eligible to be registered as a psychologist, not requiring supervision, and not supervising other psychologists.

11. Psychologist Grade III

A psychologist with a minimum of five years' experience responsible for the supervision of other psychologists and/or engaged in work requiring specialist knowledge and skill, or involving a significant degree of administration, policy and/or planning involvement.

12. Psychologist Grade IV

A senior psychologist responsible for the administration of a unit, or group of psychologists or other counselling staff. Usually responsible for the co-ordination of a number of sections of a service, and ensures the compliance of others with the code of ethics and legal requirements of the psychology profession.

Pharmacists

13. Pharmacist - Grade 1 (after registration)

A person who has completed studies and is registered, employed as a pharmacist.

Provided that any employee who holds the degree of Master of Science or Master of Pharmacy of the Victorian College of Pharmacy, or its equivalent as recognised by the Victorian College of Pharmacy shall be entitled to be classified as a “Pharmacist grade I - 3rd year of experience after registration”.

14. Pharmacist — Grade 2 (on appointment)

A Pharmacist appointed as such or is an employee who is entitled to be classified at least as, or higher than, a “Pharmacist grade I - 2nd year of experience after registration” who has additional responsibilities, e.g.:

- (a) teaching Pharmacy Students or Trainees;
- (b) is employed on work which in the opinion of the Director of Pharmacy, as defined, requires special knowledge or depth of experience, e.g.: in ward pharmacy, oncology, specialised manufacturing, drug information, formal clinical trials, outpatient counselling, or areas of equivalent nature.

Provided that a “Pharmacist grade I - 5th year of experience and thereafter” appointed to this grade shall be paid at the “Pharmacist grade 2 - 2nd year” rate.

15. Pharmacist — Grade 3 (on appointment)

A Pharmacist appointed as such, the functions of the grade 3 Pharmacist position are as follows:

- (a) organise, coordinate and supervise the day-to-day work of the section;
- (b) advise the Director of Pharmacy on matters relating to the section to assist in revising work procedures as required;
- (c) organise, plan and implement training programs for new staff, and for pharmacy trainees and students in the section;
- (d) communicate and liaise with medical, nursing and other professional staff on matters relating to the section;
- (e) ensure legislative requirements, accreditation standards and other relevant guidelines relating to the section are being met;
- (f) organise and implement a structured quality assurance program for the section;
- (g) attend meetings, lectures, etc. relevant to the work of the section;
- (h) organise and implement a continuing education program for pharmacy and other hospital staff in the section;
- (i) assist in implementing policy in the section;

- (j) establish and maintain a policies and procedures manual for the section;
- (k) ensure continuity of personnel for the operation of the section;
- (l) participate actively in the Department's staff meetings;
- (m) assist in clinical trials and research work in which the section is involved;
- (n) provide lectures on the activities of the section to pharmacy and other hospital staff;
- (o) assist with inventory control and purchasing;
- (p) maintain contemporary knowledge relevant to the section;
- (q) supervise the preparation and presentation of workload statistics for the section;
- (r) provide an after-hours service for the section.

16. Pharmacist in Charge (on appointment)

Applies if the pharmacist is the only pharmacist employed or is a pharmacist in charge of a pharmacy department where the total aggregate ordinary hours worked by the other pharmacists (if any) is not equal to and is less than 38 hours per week

17. Deputy Director of Pharmacy

A Deputy Director of Pharmacy however titled, is a Pharmacist who is appointed as a deputy to the Director of Pharmacy as defined, and will deputise for the Director in periods of absences as required.

18. Director of Pharmacy

A Director of Pharmacy, however titled, is a Pharmacist who is appointed as the Pharmacist in charge of a pharmacy Department.

APPENDIX 1 –WAGE RATE SCHEDULE

Table One:

	Current Weekly Rate eff ffpoa 1 July 2023	FFPPOA 1 July 2024 4.5%	FFPPOA 1 July 2025 3%	FFPPOA 1 July 2026 3%
Psychologist				
GRADE 1				
Year 1 (Provisional reg)	\$1,149.91	\$1,201.66	\$1,237.71	\$1,274.84
Year 2	\$1,207.77	\$1,262.12	\$1,299.98	\$1,338.98
Year 3	\$1,277.91	\$1,335.42	\$1,375.48	\$1,416.74
Year 4	\$1,377.62	\$1,439.61	\$1,482.80	\$1,527.28
Year 5	\$1,450.27	\$1,515.54	\$1,561.00	\$1,607.83
Year 6	\$1,517.97	\$1,586.28	\$1,633.86	\$1,682.88
Year 7	\$1,599.28	\$1,671.25	\$1,721.39	\$1,773.03
Year 8	\$1,673.19	\$1,748.49	\$1,800.94	\$1,854.97
GRADE 2				
Year 1 (Registered Psychologist)	\$1,708.41	\$1,785.29	\$1,838.85	\$1,894.02
Year 2	\$1,760.60	\$1,839.83	\$1,895.02	\$1,951.87
Year 3	\$1,812.36	\$1,893.92	\$1,950.74	\$2,009.26
Year 4	\$1,946.51	\$2,034.10	\$2,095.12	\$2,157.98
Year 5	\$1,967.39	\$2,055.92	\$2,117.60	\$2,181.13
GRADE 3				
Year 1	\$1,999.40	\$2,089.37	\$2,152.05	\$2,216.62
Year 2	\$2,071.94	\$2,165.18	\$2,230.13	\$2,297.04
Year 3	\$2,147.41	\$2,244.04	\$2,311.36	\$2,380.70
Year 4	\$2,245.07	\$2,346.10	\$2,416.48	\$2,488.98
GRADE 4				
Year 1	\$2,250.04	\$2,351.29	\$2,421.83	\$2,494.48
Year 2	\$2,332.54	\$2,437.51	\$2,510.63	\$2,585.95
Year 3	\$2,442.51	\$2,552.42	\$2,628.99	\$2,707.86
Year 4	\$2,544.36	\$2,658.85	\$2,738.62	\$2,820.78
Year 5	\$2,694.75	\$2,816.01	\$2,900.49	\$2,987.51
Pharmacist				
GRADE 1				
Year 1 (Entry level grad)	\$1,286.51	\$1,344.40	\$1,384.73	\$1,426.27
Year 2	\$1,362.15	\$1,423.45	\$1,466.15	\$1,510.13
Year 3 (Masters)	\$1,493.07	\$1,560.26	\$1,607.07	\$1,655.28
Year 4	\$1,567.70	\$1,638.25	\$1,687.40	\$1,738.02
Year 5	\$1,647.11	\$1,721.23	\$1,772.86	\$1,826.05

GRADE 2				
Year 1	\$1,696.83	\$1,773.19	\$1,826.39	\$1,881.18
Year 2	\$1,712.90	\$1,789.98	\$1,843.68	\$1,898.99
Year 3	\$1,797.68	\$1,878.57	\$1,934.93	\$1,992.98
Year 4	\$1,981.97	\$2,071.16	\$2,133.29	\$2,197.29
GRADE 3				
Year 1	\$2,021.43	\$2,112.40	\$2,175.77	\$2,241.04
Year 2	\$2,092.30	\$2,186.45	\$2,252.04	\$2,319.60
Year 3	\$2,148.06	\$2,244.72	\$2,312.07	\$2,381.43
Year 4	\$2,287.77	\$2,390.72	\$2,462.44	\$2,536.31
Deputy Director	\$2,303.70	\$2,407.37	\$2,479.59	\$2,553.97
Director	\$2,536.12	\$2,650.25	\$2,729.76	\$2,811.65
Pharmacist in Charge	\$2,722.21	\$2,844.71	\$2,930.05	\$3,017.95
	Current Weekly Rate eff ffpoa 1 July 2023	FFPPOA 1 July 2024	FFPPOA 1 July 2025	FFPPOA 1 July 2026
		3%	3%	3%
Dietitian				
GRADE 1				
Year 1	\$1,238.15	\$1,275.30	\$1,313.56	\$1,352.96
Year 2 (Commence rate for qualified dietitian)	\$1,285.49	\$1,324.06	\$1,363.78	\$1,404.69
Year 3 (B Sc with honours)	\$1,391.70	\$1,433.45	\$1,476.45	\$1,520.75
Year 4 (Masters)	\$1,478.45	\$1,522.80	\$1,568.49	\$1,615.54
Year 5 (PhD)	\$1,579.35	\$1,626.73	\$1,675.53	\$1,725.80
Year 6	\$1,679.47	\$1,729.85	\$1,781.75	\$1,835.20
Year 7	\$1,758.27	\$1,811.02	\$1,865.35	\$1,921.31
GRADE 2				
Year 1	\$1,758.27	\$1,811.02	\$1,865.35	\$1,921.31
Year 2	\$1,801.85	\$1,855.90	\$1,911.58	\$1,968.93
Year 3	\$1,858.63	\$1,914.39	\$1,971.82	\$2,030.97
Year 4	\$2,009.31	\$2,069.59	\$2,131.68	\$2,195.63
GRADE 3				
Year 1	\$2,024.31	\$2,085.03	\$2,147.59	\$2,212.01
Year 2	\$2,094.92	\$2,157.77	\$2,222.51	\$2,289.18
Year 3	\$2,163.58	\$2,228.49	\$2,295.34	\$2,364.20
Year 4	\$2,363.29	\$2,434.18	\$2,507.21	\$2,582.43
Medical Scientist				
GRADE 1				
Year 1	\$1,217.73	\$1,254.27	\$1,291.89	\$1,330.65

Year 2 (4yr qual)	\$1,306.87	\$1,346.08	\$1,386.46	\$1,428.05
Year 3 (Masters)	\$1,418.27	\$1,460.82	\$1,504.65	\$1,549.79
Year 4	\$1,516.90	\$1,562.41	\$1,609.28	\$1,657.56
Year 5 (Fellow PhD)	\$1,592.12	\$1,639.89	\$1,689.08	\$1,739.76
Year 6	\$1,673.19	\$1,723.39	\$1,775.09	\$1,828.35
Year 7	\$1,752.06	\$1,804.62	\$1,858.76	\$1,914.52
GRADE 2				
Year 1	\$1,752.06	\$1,804.62	\$1,858.76	\$1,914.52
Year 2	\$1,768.66	\$1,821.72	\$1,876.37	\$1,932.66
Year 3	\$1,856.06	\$1,911.74	\$1,969.10	\$2,028.17
Year 4	\$2,046.33	\$2,107.72	\$2,170.95	\$2,236.08
GRADE 3				
Year 1	\$2,087.16	\$2,149.78	\$2,214.27	\$2,280.70
Year 2	\$2,160.30	\$2,225.11	\$2,291.86	\$2,360.61
Year 3	\$2,217.91	\$2,284.45	\$2,352.98	\$2,423.57
Year 4	\$2,363.29	\$2,434.18	\$2,507.21	\$2,582.43
GRADE 4				
Year 1 and 2	\$2,446.33	\$2,519.72	\$2,595.31	\$2,673.17
Year 3 and 4	\$2,576.54	\$2,653.83	\$2,733.45	\$2,815.45
Year 5	\$2,838.15	\$2,923.30	\$3,011.00	\$3,101.32
GRADE 5				
Year 1	\$3,472.72	\$3,576.90	\$3,684.21	\$3,794.74
Deputy Director	\$3,201.61	\$3,297.66	\$3,396.59	\$3,498.49
Principal	\$3,201.61	\$3,297.66	\$3,396.59	\$3,498.49
Director	\$3,587.59	\$3,695.21	\$3,806.07	\$3,920.25

Table Two: Allowances

	Current Weekly Rate eff ffpoa 1 July 2023	FFPPOA 1 July 2024	FFPPOA 1 July 2025	FFPPOA 1 July 2026
Qualification Allowances - Clause 20 (b)				
Psychologists				
Graduate Certificate in behavioural science or psychology, or other recognised equivalent qualification (4% of the rate for Psychologist G1 Y3)	\$51.12	\$53.42	\$55.02	\$56.67

Graduate Diploma in behavioural science or psychology, or Graduate Diploma in Health Administration or other recognised equivalent qualification (6.5% of the rate for Psychologist G1 Y3)	\$83.06	\$86.80	\$89.41	\$92.09
MA, M Sc, M Psych membership of a College of the Australian Psychological Society, or any recognised equivalent qualification from a tertiary institution or membership of a college/board (7.5% of the rate for Psychologist G1 Y3)	\$95.84	\$100.16	\$103.16	\$106.26
Ph.D, D Sc in behavioural science or Psychology or other recognised equivalent qualification (10% of the rate for Psychologist G1 Y3)	\$127.79	\$133.54	\$137.55	\$141.67
Pharmacists				
Fellowship Diploma of the Society of Hospital Pharmacists of Australia, the Graduate Diploma in Clinical Pharmacy or the Graduate Diploma in Hospital Pharmacy (5.5% of Pharmacist G1 Y3)	\$82.12	\$85.81	\$88.39	\$91.04
Master of Clinical Pharmacy or equivalent qualification (7.5% of Pharmacist G1, Y3)	N/A	\$117.02	\$120.53	\$124.15
Dietitian				
M Sc, HGSACC, Graduate Diploma Health Admin or any other recognised equivalent qualification from a tertiary institution (6.5% of the Dietitian G1 Y2 rate)	\$83.56	\$86.06	\$88.65	\$91.30
Ph.D, D Sc, MRC Path, FIMLS (10% of Dietitian G1 Y2 rate)	\$128.55	\$132.41	\$136.38	\$140.47
Medical Scientist				
M.A.A.C.B., Diploma of Bacteriology, M.Sc., M.App.Sc., M.A.I.P., H.G.S.A.C.C., Graduate Diploma in Health Administration (see Clause 11 - (Definitions)) or any other recognised equivalent Degree or Diploma from a tertiary institution (6.5% of Scientist G1 Y1 rate)	\$79.15	\$81.53	\$83.97	\$86.49
FAACB, FAIMLS, D Sc, FAIP, FIMLS or Member of Royal College of Pathologists (10% of Scientist G1 Y1 rate)	\$121.77	\$125.43	\$129.19	\$133.07
Generic Qualification to all Classifications				
Masters of Public Health, Master of Health Promotion or equivalent qualification (7.5% of Scientist G1 Y1)	N/A	\$91.33	\$94.07	\$96.89

Masters of Business Administration or equivalent qualification (7.5% of Scientist G1 Y1)	N/A	\$91.33	\$94.07	\$96.89
On-call Allowances - Clause 25				
Psychologists (Clause 25 (a) (ii))				
On-Call Allowance per period of on-call (2.5% of actual weekly wages)	2.50%	2.50%	2.50%	2.50%
On-Call Allowance weekends and Public Holidays per period of on-call (2.5% of actual weekly wages)	2.50%	2.50%	2.50%	2.50%
Pharmacists (Clause 25 (a) (i))				
On-Call Allowance per 24hr period (2.5% of Pharmacist G1 Y2)	\$34.05	\$35.59	\$36.65	\$37.75
On-Call Allowance weekends and Public Holidays per 24hr period (5% of Pharmacist G1 Y2)	\$68.11	\$71.17	\$73.31	\$75.51
Dietitians and Medical Scientists (Clause 25 (a) (iii))				
On-Call Allowance per 24hr period (2.5% of Scientist G1 Y2)	\$32.67	\$33.65	\$34.66	\$35.70
On-Call Allowance weekends and Public Holidays per 24hr period (5% of Scientist G1 Y2)	\$65.34	\$67.30	\$69.32	\$71.40
On-Call Allowance - Scientist Director/Deputy Director (10% of weekly wages for each week)	10%	10%	10%	10%
Shift Allowances (Clause 26)				
Morning Shift per rostered period of duty (2.5% of Scientist G1 Y1)	\$30.44	\$31.36	\$32.30	\$33.27
Afternoon Shift per rostered period of duty (2.5% of Scientist G1 Y1)	\$30.44	\$31.36	\$32.30	\$33.27
Night Shift per rostered period of duty (4% of Scientist G1 Y1)	\$48.71	\$50.17	\$51.68	\$53.23
Permanent Night Shift per rostered period of duty (5% of Scientist G1 Y1)	\$60.89	\$62.71	\$64.59	\$66.53
Pharmacist Morning/Afternoon Shift per rostered period of duty (2.28% of Pharmacist G1, Y1)	\$36.02	\$37.64	\$38.77	\$39.94
Change of Shift (4% of the Scientist G1 Y1 rate) - Clause 26 (a) (iii) and Clause 44)	\$48.71	\$50.17	\$51.68	\$53.23
Change of Roster - other than Pharmacist (2.5% of the Scientist G1 Y1) - Clause 21 (c)	\$30.44	\$31.36	\$32.30	\$33.27
Change of Roster - Pharmacist (2.5% of the Pharmacist G1 Y1) - Clause 21 (d)	\$32.16	\$33.61	\$34.62	\$35.65

OTHER ALLOWANCES				
Meal allowance (Clause 20 (a))				
Overtime > 1 hr	\$12.19	\$12.56	\$12.94	\$13.32
Overtime > 4 hrs (extra)	\$8.39	\$8.65	\$8.90	\$9.17
Recall > 2 hrs	\$12.19	\$12.56	\$12.94	\$13.32
Recall > 4 hrs (extra)	\$8.39	\$8.65	\$8.90	\$9.17

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



Clare Francis, Group Manager Employee and
Industrial Relations

SIGNATURE

PRINT NAME AND TITLE

Address: Level 1, 556 Wellington Street Perth WA 6000

Date 13/12/2024

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



Clare Francis, Group Manager Employee and
Industrial Relations

SIGNATURE

PRINT NAME AND TITLE

Address: Level 1, 556 Wellington Street Perth WA 6000

Date 13/12/2024

I am authorised to sign this Agreement on behalf of the HEALTH SERVICES UNION VICTORIA No. 4
BRANCH



MATT HAMMOND

SIGNATURE

PRINT NAME AND TITLE

Address: Level 1, 62 Lygon St
Carlton South 3053

BRANCH SECRETARY

Date 13.12.24