



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

St John of God Health Care Inc. T/A St John of God Health Care
(AG2024/4912)

**ST JOHN OF GOD HEALTH CARE – HSU – HEALTH
PROFESSIONALS, ADMINISTRATIVE, CLERICAL AND TECHNICAL**
Enterprise Agreement 2024

Health and welfare services

DEPUTY PRESIDENT O’KEEFFE

PERTH, 30 JANUARY 2025

*Application for approval of the St John of God Health Care – HSU – Health Professionals,
Administrative, Clerical and Technical Enterprise Agreement 2024*

[1] An application has been made for approval of an enterprise agreement known as the *St John of God Health Care – HSU – Health Professionals, Administrative, Clerical and Technical Enterprise Agreement 2024* (**the Agreement**). The Application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by St John of God Health Care Inc. T/A St John of God Health Care (**the Applicant**). The Agreement is a single enterprise agreement.

[2] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) (Amending Act) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Fair Work Act, that commenced operation on 6 June 2023. The notification time for the Agreement under s.173(2) was 22 December 2023 and the Agreement was made on 28 November 2024. Accordingly, both the genuine agreement and the better off overall test requirements are those applying on and from 6 June 2023.

[3] The Applicant expressed the view that the Agreement passes the Better Off Overall Test (BOOT) and provided a summary of why it expressed this view. Consistent with s.193A(3) of the Act I have given consideration to this view when determining whether the Agreement passes the BOOT. The Health Services Union (HSU), who were a bargaining agent, did not express a view as to whether the Agreement passes the BOOT.

[4] The Applicant has provided written undertakings (Annexure A). I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[5] A potential BOOT issue was identified with respect to employees working 12 hours shifts ending between 7.30am and 8.00am. Having raised this with the Applicant I am satisfied that no employees currently work such shifts, and it is not reasonably foreseeable that such shifts will be worked during the life of the Agreement. As such, I regard this issue as resolved.

[6] Subject to the undertakings referred to above, I am satisfied that each requirement of ss186, 187 and 188 as are relevant to this application for approval have been met. The undertakings are taken to be a term of the Agreement.

[7] The HSU lodged a Form F18 statutory declaration giving notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act, I note the Agreement covers the HSU.

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



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE527839 PR783832>

Annexure A:



THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/4912

Applicant:

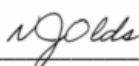
St John of God Health Care Inc.

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Nicholas Olds, Manager Employee and Industrial Relations for St John of God Health Care Inc. give the following undertakings with respect to the St John of God Health Care – HSU – Health Professionals, Administrative, Clerical and Technical Enterprise Agreement 2024 ("the Agreement"):

1. I have the authority given to me by St John of God Health Care Inc. ("the Employer") to provide this undertaking in relation to the application before the Fair Work Commission.
2. The Employer provides an undertaking that Caregivers will be entitled to Compassionate Leave in circumstances where the Caregiver, their spouse, or de facto partner has a stillbirth or miscarriage as set out in s.104(1)(b) and (c) of the FW Act.
3. The Employer provides an undertaking that Clause 11 (2) (c) will not be used to withhold any entitlements provided for in the National Employment Standards and will only be used where the caregiver has provided specific authorisation.
4. The Employer undertakes that the intent of Clause (7) (f) is that a Caregiver is a "Continuous Shift Worker" if, in their anniversary year, the caregiver works:
 - i. Their shifts on two thirds (2/3s) or more of the weekends in the anniversary year (Saturday or Sunday), or;
 - ii. Their shifts on two thirds (2/3s) or more of the public holidays in the anniversary year, or;
 - iii. Two thirds (2/3s) of their rostered shifts as night shifts, or;
 - iv. A combination of weekend, public holiday and/or night shifts across two thirds (2/3s) or more of their rostered shifts in the anniversary year, or;
 - v. As a security officer rostered as part of a 24-hour, 7 day per week rotating roster.
5. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

Level 1, 556 Wellington Street, Perth, WA 6000
PO Box 5753, St Georges Terrace, Perth, WA 6831
T. (08) 6116 0000 F. (08) 6116 0800 E. info@sjog.org.au
www.sjog.org.au

24 January 2025

Date

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

Hospitality | Compassion | Respect | Justice | Excellence



**St John of God Health Care – HSU – Health Professionals,
Administrative, Clerical and Technical Enterprise
Agreement 2024**

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

Introduction

St John of God Health Care is committed to the dignity and worth of each person. We believe that work is a major forum in which we express and develop our dignity and grow towards fullness in human living.

We believe that conditions of work must be such that each person has the freedom and resources needed for growth and development towards wholeness.

St John of God Health Care is committed to the development and maintenance of an organisational culture that is person focused, committed to the Christian ministry of healing, and to the processes of Quality Caring.

St John of God Health Care has an organisational culture that promotes, encourages and facilitates individual and organisational growth and development towards quality service provision. It allows for flexibility and mutuality in the arrangements of working conditions.

It is a culture that leads to greater job satisfaction and ever improving quality of patient care and services.

Involvement in this Agreement results in mutual commitment to the following:

St John of God Health Care Inc.:

- (1) The provision of fair employment conditions.
- (2) Maintenance of safe working environments.
- (3) Opportunities for growth and development for each Caregiver.
- (4) Resources to facilitate optimum work processes and quality of services.
- (5) Participation in continual improvement of all work processes.
- (6) Provision of information and training to enable each Caregiver to understand and fulfil their obligations under this Agreement and to apply safe work practices.
- (7) Non requirement of Caregivers to perform duties outside their competence.
- (8) Provision of a regular cycle of appraisal and review of performance and developmental needs.
- (9) Involvement of Caregivers as participants in the general functioning of the workplace.

Each Caregiver:

- (1) Provision of an honest day's work in accordance with the relevant Position Description.
- (2) Positive participation in the desired organisational culture of the hospital.
- (3) Involvement in learning that will facilitate personal and professional growth and development.
- (4) Observance of appropriate safety and security regulations.
- (5) Observance of the Employer's policies and procedures.
- (6) Participation in a regular cycle of appraisal and review of performance and developmental needs.

CONTENTS

1.	TITLE	5
2.	PARTIES	5
3.	AREA AND SCOPE.....	5
4.	TERM.....	5
5.	REPLACEMENT	5
6.	COMPREHENSIVE AGREEMENT	5
7.	INTERPRETATION	6
8.	FLEXIBILITY TERM	7
9.	COMMITMENT TO IMPROVED PRODUCTIVITY	8
10.	DUTIES.....	10
11.	SEPARATION.....	11
12.	PROBATION.....	12
13.	TIME NOT WORKED	12
14.	RIGHT OF TRANSFER	12
15.	CONFIDENTIALITY	12
16.	HOURS.....	13
17.	PART-TIME	13
18.	CASUAL	14
19.	TEMPORARY AND FIXED TERM APPOINTMENTS.....	15
20.	OVERTIME	15
21.	ON CALL	16
22.	ROSTERS	18
23.	MEAL AND MEAL HOURS	19
24.	ACCRUED TIME OFF	19
25.	SALARIES	21
26.	PAYMENT OF WAGES	21
27.	TIME AND WAGES RECORD	22
28.	SHIFT WORK	22
29.	CALCULATION OF PENALTIES.....	23
30.	HIGHER DUTIES	23
31.	LAUNDRY AND UNIFORMS.....	24
32.	FARES AND MOTOR VEHICLE ALLOWANCE	24
33.	SUPERANNUATION	25
34.	ANNUAL LEAVE	25
35.	PUBLIC HOLIDAYS	27
36.	PERSONAL LEAVE	28
37.	LONG SERVICE LEAVE	30
38.	PARENTAL LEAVE	30
39.	COMPASSIONATE LEAVE.....	36
40.	FAMILY AND DOMESTIC VIOLENCE.....	37
41.	TIME OFF WITHOUT PAY	38
42.	STUDY LEAVE	38
43.	PROFESSIONAL DEVELOPMENT	39
44.	JURY AND WITNESS SERVICE	40
45.	CULTURAL / CEREMONIAL OBLIGATIONS	40
46.	DEFERRED SALARY SCHEME	40
47.	FLEXIBLE WORK/PURCHASED LEAVE OPTIONS	41

St John of God Health Care – HSU – Health Professionals, Administrative, Clerical and Technical Enterprise Agreement 2024
--

48.	ADDITIONAL MEASURES DURING STATE OF EMERGENCY	41
49.	BULLYING AND HARASSMENT	42
50.	INTRODUCTION OF CHANGE AND REDUNDANCY	42
51.	CONSULTATION ABOUT CHANGES TO ROSTERS OR HOURS OF WORK.....	45
52.	WORKPLACE REPRESENTATIVES.....	45
53.	DISPUTE SETTLEMENT PROCEDURES.....	46
54.	WORKLOAD MANAGEMENT	47
55.	CLASSIFICATION OF POSITIONS	47
56.	PROFESSIONAL CALLINGS REVIEW	48
	SCHEDULE A – SALARIES	50
	Table A – General Classifications	50
	Table B – Professional Callings	52
	Table C – Subiaco Pharmacy.....	53
	SCHEDULE B – CLASSIFICATION AND GRADINGS	55
	SCHEDULE C – SUPPORTED WAGE SYSTEM	57
	SCHEDULE D – 12 Hour Shift Roster Guidelines	60

St John of God Health Care – HSU – Health Professionals, Administrative, Clerical and Technical Enterprise Agreement 2024

1. TITLE

This Agreement shall be called the *St John of God Health Care – HSU – Health Professionals, Administrative, Clerical and Technical Enterprise Agreement 2024*.

2. PARTIES

(1) The parties to this Agreement shall be:

(a) St John of God Health Care Inc. and St John of God Social Outreach Services (together 'the Employer'); and

(b) The Caregivers employed in the classifications set out in this Agreement.

(2) Subject to compliance with the requirements of sections 183 and 201(2) of the *Fair Work Act 2009*, the Health Services Union ("the Union") will be covered by the Agreement.

3. AREA AND SCOPE

This Agreement shall apply to Caregivers in the State of Western Australia and eligible for membership of the Union, employed by the Employer:

(1) in its hospital facilities or social outreach services;

(2) in Shared Service functions of Billing and Receivables, Group Accounting Shared Services, Accounts Payable, Recruitment and HR; Group Admissions; Group Clinical Coding; and the Centralised Room Service; and

(3) in the service known as Moort Boodjari Mia.

4. TERM

Subject to approval by the Fair Work Commission (FWC) this Agreement shall commence operation *on the first day of the first full pay period that starts seven days after it is approved by the Fair Work Commission*. The nominal expiry date of this Agreement shall 30 June 2027.

5. REPLACEMENT

(1) This agreement cancels and replaces:

(a) the *St John of God Health Care – HSU – Health Professionals, Administrative, Clerical and Technical Enterprise Agreement 2022*;

(2) Notwithstanding the provisions of Clause 4 – Term, this Agreement shall continue to operate until it is terminated, varied or replaced in accordance with the provisions of the *Fair Work Act 2009*.

(3) Negotiations for the replacement of this agreement shall begin at least six (6) months prior to the nominal expiration date.

6. COMPREHENSIVE AGREEMENT

(1) It is the intention of the parties that this Agreement be a comprehensive document applying to Caregivers covered by this Agreement to the exclusion of all applicable awards and industrial

agreements. It is further intended that each provision of this Agreement is to be interpreted as not containing unlawful content and that each provision only operates in a manner that would not constitute unlawful content.

Relationship to the National Employment Standards

- (2) 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.

7. INTERPRETATION

- (1) In this Agreement:
- (a) 'Accrued Time Off' means paid time off that accrues where a full-time Caregiver works 40 instead of 38 hours per week, at a commensurate hourly rate.
 - (b) 'Caregiver' means an employee of St. John of God Health Care Inc.
 - (c) 'Casual' means a Caregiver engaged on an hourly basis whose employment is characterised by the absence of a firm advance commitment to continuing and indefinite work.
 - (d) 'Child' includes an adopted child, stepchild, ex-nuptial child or adult child.
 - (e) 'Continuous Service' is defined by section 22 of the *Fair Work Act 2009*.
 - (f) 'Continuous Shift Worker' means a Caregiver who may be required, and is available, to regularly work rostered shifts on Weekends, public holidays or night shift. To avoid any doubt, regularly means a Caregiver who works two thirds (2/3) or more of their rostered shifts on weekends, public holidays or night shifts in an anniversary year.
 - (g) 'Eligible casual' means a casual caregiver who has been working with their employer on a regular and systematic basis for at least 12 months and has a reasonable expectation of ongoing employment.
 - (h) 'Employee' means a caregiver employed under this Agreement as outlined in Clause 2 (b) who is employed at the time that the Agreement is approved by the Fair Work Commission or during the period of operation of the Agreement.
 - (i) 'Employer' means St John of God Health Care Inc and/or St John of God Outreach Services.
 - (j) 'Fixed term contract' refers to a contract of employment in which a Caregiver is engaged for a specific purpose or for a specific period of time.
 - (k) 'Immediate Family' means the Caregiver's spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild or sibling; or a child, parent, grandparent, grandchild or sibling of the Caregiver's spouse or de facto partner.
 - (l) 'Ordinary rate' means the rate of pay prescribed in Clause 25 – Salaries of this Agreement.
 - (m) 'Ordinary time earnings' means the ordinary rate, shift and weekend penalties.

- (n) 'Part-time' means a Caregiver with a guaranteed minimum number of hours (inclusive of holidays and leave) who is regularly employed to work less hours than those prescribed for full-time Caregivers in any fortnightly period.
- (o) 'Pharmacist' means a Caregiver who is registered as such under the *Pharmacy Act 2010*, and employed as such by the Employer.
- (p) 'Pharmacy Intern' means a Caregiver who is undertaking a pre-registration pharmacist training program under the auspices of the Pharmaceutical Council of WA, and employed as such by the Employer.
- (q) 'Public holiday' means New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, Western Australia Day, Queen's Birthday, Christmas Day, Boxing Day, or the days observed in lieu thereof, or any other day that is prescribed under the applicable state legislation.
- (r) 'Union' means the Health Services Union (HSU).

8. FLEXIBILITY TERM

- (1) The Employer and a Caregiver covered by this Enterprise Agreement may agree to make an individual flexibility arrangement (IFA) to vary the effect of terms of the Agreement if:
 - (a) the arrangement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading and annual leave (Clause 34)
 - (vi) Parental Leave (Clause 38)
 - (vii) Flexible Work/Purchase Leave Options (Clause 47)
 - (b) the arrangement meets the genuine needs of the Employer and Caregiver in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the Employer and Caregiver.
- (2) The Employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under s172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under s194 of the *Fair Work Act 2009*; and
 - (c) result in the Caregiver being better off overall than the Caregiver would be if no arrangement was made; and

- (d) must be documented in such a manner as to allow inspection under s482 of the *Fair Work Act 2009*.
- (3) Where the Employer seeks such agreement with a Caregiver, that Caregiver shall be made aware of their right, and given reasonable opportunity, to contact and seek representation from the Union or other representative.
- (4) Any disagreement arising from the operation of this subclause must be resolved in accordance with Clause 53 - Dispute Settlement Procedures of this Agreement.
- (5) For the avoidance of doubt, providing information concerning the IFA to the Union, under this subclause, does not mean that the Union must approve or consent to the individual flexibility arrangement.
- (6) The Employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the Employer and Caregiver; and
 - (c) is signed by the Employer and Caregiver and if the Caregiver is under 18 years of age, signed by a parent or guardian of the Caregiver; and
 - (d) includes details of:
 - (i) the terms of the Enterprise Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Caregiver will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.
- (7) The Employer must give the Caregiver a copy of the individual flexibility arrangement at the time it is signed by the Caregiver and Employer.
- (8) The Employer or Caregiver may terminate the individual flexibility arrangement:
 - (a) by giving 28 days written notice to the other party to the arrangement; or
 - (b) if the Employer and Caregiver agree in writing – at any time.

9. COMMITMENT TO IMPROVED PRODUCTIVITY

- (1) The Employer and Caregivers covered by this Agreement commit to actively cooperating in implementing changes in work and staffing practices designed to improve productivity (including matching staffing levels to patient needs), especially at the department, ward or unit level. Measures to be implemented at ward level may include but not be limited to:
 - (a) self-rostering or request-based rostering;
 - (b) time off in lieu;

- (c) variable shift lengths;
- (d) deployment of Caregivers to busier areas;
- (e) work practice changes;
- (f) Accrued Time Off; and
- (g) rostered annual leave at low activity times.

Requesting a Caregiver to Take Leave

- (2) Caregivers may be requested by the Employer to take accrued leave from time to time (including at short notice) where:
 - (a) a downturn in activity requires a managed reduction in the number of Caregivers rostered to work, and other initiatives have been explored but have not achieved the desired results; or
 - (b) the Caregiver is carrying an excess accrued leave balance.
- (3) Where they are requested to take accrued leave, the Caregiver and Employer may make arrangements for the leave to be taken at a mutually convenient time. This may include taking leave at short notice, provided that the Caregiver cannot be directed to take leave except in accordance with subclause (6) below.

Employer Obligations

- (4) The Employer must ensure that:
 - (a) The provisions of this clause are applied equitably and without favouritism or prejudice;
 - (b) Caregivers have reasonable opportunity to use their accrued leave before accruals are deemed to be excess;
 - (c) Caregivers who wish to bank leave for use within a reasonable period of it having become excess (e.g. for an extended leave period, overseas holiday etc) have their preferences recorded in a leave management plan;
 - (d) Caregivers may elect to cash out any form of leave detailed in this clause subject to restrictions under legislation.

Definitions

- (5) For the purposes of this clause:
 - (a) an excess accrued leave balance is:
 - (i) annual leave: any leave balance greater than 1.5x the Caregiver's annual entitlement;
 - (ii) shift/on-call leave: any leave greater than the Caregiver's annual entitlement;
 - (iii) long service leave: any leave balance that remains three years after a Caregiver reaches 10 years continuous service, and each subsequent period of five years continuous service.

- (b) a downturn in activity may be:
 - (i) unforeseen and unplanned (e.g. due to cancelled theatre lists); or
 - (ii) foreseen and planned (e.g. due to school holiday periods).

Managing Different Leave Types

- (6) A Caregiver may be directed to take:
 - (a) excess accrued annual leave provided that no less than 2 weeks' notice must be provided; and the residual balance must be no less than the Caregiver's annual entitlement. For example, a Caregiver who is entitled to 4 weeks annual leave, with a balance of 6 weeks, may be directed to take up to 2 weeks.
 - (b) excess accrued shift / on-call leave provided that no less than 2 weeks' notice must be provided; and the residual balance must be no less than their annual entitlement. For example, a Caregiver entitled to 38 hours shift/on-call leave, with a balance of 50 hours, may be directed to take up to 12 hours.
 - (c) Accrued Time Off and time off in lieu at any time without notice.
 - (d) excess LSL provided that:
 - (i) up to 4 weeks of a Caregiver's balance in any 12 months period, inclusive of up to five, non-consecutive single day absences;
 - (ii) for single day absences, no less than 12 hours' notice must be provided; and
 - (iii) for any other period, no less than 4 weeks' notice must be provided.

Work at Another Hospital

- (7) Where there is insufficient work available to fulfil contracted hours, and all other reasonable options have been explored (including the measures as per above) and necessary efficiencies have not been achieved, Caregivers may be asked to work in any other hospital operated by the Employer.
- (8) The Caregiver may elect to take a form of paid leave, or leave without pay, rather than agree to work at another hospital, provided that:
 - (a) where the Employer makes an offer under this clause for the Caregiver to work at a different site, the Employer will be seen to have met the obligation to provide contracted hours.
 - (b) where the Caregiver refuses the offer of work at a different site as provided for in this clause, the Employer is under no obligation to pay the Caregiver for contracted hours not worked.
- (9) The Caregiver shall be provided with transport, free of charge, from her/his home to work and return, or be paid the motor vehicle allowance provided in Clause 32 – Fares and Motor Vehicle Allowance.
- (10) When proposing such measures, the Employer shall consult with each Caregiver and shall take into consideration the Caregiver's personal, family, and carer needs and responsibilities.

10. DUTIES

The Caregiver will be required to work in accordance with their duty statement and the Employer's policies and procedures, noting that the policies and procedure do not form part of this Agreement. The Employer may direct the Caregiver to carry out such duties as are within the limits of the Caregiver's skill, competence or training provided that such duties are not designed to promote deskilling.

11. SEPARATION

Employer Giving Notice

- (1) (a) The contract of service may be terminated by the Employer on any day by giving to the Caregiver the required period of notice in writing and the employment will terminate at the end of that period of notice.

- (b) The required period of notice shall be:

Caregiver's period of continuous service with the Employer	Period of notice
Not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (c) The required period of notice is increased by one week if the Caregiver is over 45 years old and has completed at least 2 years continuous service with the Employer.
- (d) Provided that the employment of a Caregiver engaged as a casual may be terminated by the Employer giving the Caregiver one hour's notice. Such notice need not be in writing.
- (e) Payment in lieu of the required period of notice may be made by the Employer if the required notice is not given.
- (f) The Employer may terminate the employment of a Caregiver providing part of the required notice and payment in lieu of the balance.

Caregiver Giving Notice

- (2) (a) The contract of service may be terminated on any day by the Caregiver giving to the Employer, in writing, the same period of notice as that required of an Employer in sub clause (1) above, save and except that there shall be no additional notice based on the age of the Caregiver concerned and the employment will terminate at the end of that period of notice.
- (b) Provided that the employment of a Caregiver engaged as a casual may be terminated by the Caregiver giving the Employer one hour's notice. Such notice need not be in writing.
- (c) If a Caregiver fails to give the required notice or leaves during the notice period, the Employer may, at its discretion, deduct from any monies due to the Caregiver, an amount equal to the ordinary rate for the period of notice not given.
- (3) The required notice period may be extended or dispensed with by agreement in writing between the Employer and Caregiver.

- (4) Nothing in this clause affects the Employer's right to dismiss a Caregiver without notice for serious misconduct which justifies instant dismissal.

Certificate of Service

- (5) Where a Caregiver whose service terminates requests a certificate of service, a certificate signed by the Employer stating the name of the Caregiver, the period of service, whether the service was full-time or part-time and the classifications in this Agreement in which work has been carried out, shall be provided.

Portability of Entitlements

- (6) The Employer supports the internal transfer of its Caregivers by ensuring leave entitlements and recognition of years of service are transferable between SJGHC sites.

12. PROBATION

- (1) The first three months of employment will be on a probationary basis during which time and notwithstanding the provision of Clause 11 – Separation either party may terminate the Caregiver's employment by giving one weeks' notice in writing or payment or forfeiture in lieu thereof.
- (2) The Employer shall provide the Caregiver with an appraisal of their performance during the probationary period.
- (3) The period of probation may be extended up to three (3) months if the Caregiver fails to demonstrate the required standard of performance or conduct, or where a fair assessment of the Caregiver's performance cannot be made during this time due to:
- (a) the nature of the work; or
 - (b) the circumstances in which it is performed; or
 - (c) the absence during the period of either the Caregiver or the Caregiver's supervisor.

13. TIME NOT WORKED

The Caregiver shall not be entitled to payment for any period of unauthorised absence.

14. RIGHT OF TRANSFER

- (1) The Caregiver shall be required to comply with any reasonable request to transfer to another position (within the limits of the Caregivers skill, competence or training) or place of work within the same facility provided the Caregiver is not financially disadvantaged.
- (2) For the avoidance of doubt, nothing in this clause impacts the Employer's ability to request a Caregiver to work at another hospital pursuant to Clause 9(7)- Work at another hospital.

Relief

- (3) A Caregiver required to relieve away from their usual place of work shall be provided with transport, free of charge, from their home to work and return, or be paid the motor vehicle allowance provided in Clause 32 – Fares and Motor Vehicle Allowance.

15. CONFIDENTIALITY

Information relating to the Employer or its facilities, its customers or activities may not be released or divulged by the Caregiver to a third party other than in the proper performance of the Caregiver's obligations under this Agreement or relevant Act and the Caregiver's right to seek advice or representation from the Union or other representatives.

16. HOURS

- (1) The ordinary hours of a full-time Caregiver, inclusive of holidays and leave, shall not exceed:
 - (a) 76 hours per fortnight where the Caregiver is not in receipt of Accrued Time Off; or
 - (b) 80 hours per fortnight where the Caregiver is in receipt of Accrued Time Off.
- (2)
 - (a) Ordinary hours shall not be worked over more than 10 days in a two week shift cycle or 20 days in a four week shift cycle unless there is agreement between the Caregiver and the Employer.
 - (b) Ordinary hours shall not exceed 10 in any shift.
- (3) A minimum of two days off duty in each fortnight shall be taken consecutively unless otherwise agreed between the Caregiver and the Employer.
- (4) Ordinary hours may be worked over any day of the week, Monday to Sunday inclusive, and shall be arranged by the Employer to meet its needs.
- (5) Ordinary hours may not be rostered over more than 6 consecutive days other than by agreement between the Caregiver and the Employer.
- (6) The roster shall in each case provide for a 10 hour break between shifts. Provided that this shall not apply where a Caregiver agrees to work additional hours at short notice.
- (7) A Caregiver shall not be rostered to work a shift of less than 3 hours duration.
- (8) Broken shifts shall not be rostered but may be worked where a Caregiver is called in to work at short notice either by agreement or as a result of being placed on call.
- (9) Notwithstanding the above provisions of this clause, upon the written request of a Caregiver and subject to the approval of the Employer, a Caregiver may work ordinary hours outside the normal requirements for their position. Where such agreement exists the Employer shall not be liable to pay any shift or penalty allowance that would otherwise be payable. The Employer and the Caregiver may withdraw from such arrangement by advising the other party in writing.
- (10) The Employer notes that permanent employment is the preferred form of engagement for Caregivers and that casual employment and agency engagements are not the preferred methods of care support or associated service. To this end, the Employer will continue to minimise the use of casual and agency workers within its facilities and ensure that, wherever practicable, additional hours are offered to permanent Caregivers prior to the engagement of casual or agency staff.

17. PART-TIME

- (1) A part-time Caregiver shall be guaranteed a minimum number of hours per fortnight.
- (2) A part-time Caregiver shall be entitled to remuneration and all entitlements in the same manner as a full-time Caregiver, adjusted on a pro-rata basis at the rate of their ordinary hours per week in relation

to full-time hours (i.e. 38 hours). Provided that where a part-time Caregiver is in receipt of Accrued Time Off pursuant to clause 24 the divisor shall be 40.

- (3) Before commencing employment, the Employer and Caregiver will agree, in writing, which will ordinarily be by way of the contract of employment, on a regular pattern of work including the:
- (a) Number of hours to be worked each week or fortnight;
 - (b) Days of the week the Caregiver will work; and
 - (c) Starting and finishing times each day.

Noting that as the Employer is a healthcare provider it will not be unreasonable that caregivers will be required to work over 7 days of the week and over 24 hours of the day.

- (4) A part-time Caregiver may, by agreement, work additional hours:
- (a) at ordinary rates (plus relevant shift or weekend penalties) subject to the normal rostering parameters of a full-time Caregiver and the provisions of this clause, in which case the additional hours shall count towards the accrual of leave entitlements; or
 - (b) ordinary rates (plus relevant shift or weekend penalties) plus a 20% loading, in which case the additional hours shall not count towards the accrual of leave entitlements.

Noting that a part-time Caregiver shall not be disadvantaged by withholding agreement to work additional hours. Provided that where a Caregiver withholds agreement to perform additional work at ordinary rates, the Employer shall be entitled to offer that work to another Caregiver.

- (5) All part-time Caregivers will be required to elect in writing on engagement which arrangement under clause 17(4) shall apply. Caregivers may change their elected preference on the anniversary of their engagement by providing a minimum of two weeks' notice in writing.
- (a) In the absence of an election made by a Caregiver, the default arrangement shall be 4(a).
- (6) A part-time Caregiver may, where they have regularly worked more than their contracted hours for a period of 12 months or more, request, in writing, consideration be given to increasing their contracted hours. The written request will be assessed on its merits. In assessing the request, the Employer will consider ongoing operational requirements, and whether the increased hours performed by the part time Caregiver related to another Caregiver's absence (including but not limited to parental leave, long service leave, workers compensation leave, personal leave).

18. CASUAL

- (1) A casual Caregiver is an employee who meets the definition of section 15A of the *Fair Work Act 2009*.
- (2) A casual shall be paid 1/38th of the base weekly rate prescribed in Clause 25 – Salaries, for each hour worked, plus 25% additional loading. Provided that where a casual is engaged to work hours that incur an overtime payment the prescribed overtime payment shall be paid, but not also the additional casual loading.
- (3) The minimum period of engagement for a casual Caregiver is three hours.
- (4) A casual shall not, unless explicitly provided for in this agreement, receive any of the leave entitlements prescribed in this agreement or the National Employment Standards other than those

casual Caregivers eligible for Carer's Leave, Compassionate Leave, unpaid Parental Leave, Family and Domestic Violence Leave (as per the *Fair Work Act 2009*) and Long Service Leave as per the *Long Service Leave Act 1958*.

- (5) A pathway for employees to change from casual employment to full time or part time employment is provided for in the *Fair Work Act 2009*.
- (6) The Employer will ensure it complies with the provisions contained within the *Fair Work Act 2009* (as amended) relating to offering casual conversion once the caregiver has been employed for a minimum period of 12 months.
- (7) The Employer will provide a casual Caregiver with a copy of the Casual Employment Information Statement as required by the *Fair Work Act 2009*.

19. TEMPORARY AND FIXED TERM APPOINTMENTS

- (1) Subject to this Agreement a Caregiver appointed as a temporary or pursuant to a fixed term contract shall accrue and be paid the same benefits as a permanent Caregiver.
- (2) Nothing in this Agreement shall restrict the right of the Employer or Caregiver to terminate the engagement within the specified term in accordance with the provisions of Clause 11 – Separation.

20. OVERTIME

- (1) Time worked in excess of ordinary hours of a full-time Caregiver i.e.:
 - (a) 76 hours per fortnight where the Caregiver is not in receipt of Accrued Time Off, or 80 hours per fortnight where the Caregiver is in receipt of Accrued Time Off under Clause 24 - Accrued Time Off; or
 - (b) 10 shifts in a two week shift cycle (or 20 shifts in a four week shift cycle where there is agreement between the Caregiver and the Employer); or
 - (c) 10 hours in any shift;

shall be deemed overtime and paid at time and a half for the first two hours and double time thereafter.

- (2) All overtime worked on a Sunday shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.
- (3) A Caregiver may be required to work reasonable overtime however unreasonable overtime requests may be declined.

Part-time/Casual Caregivers and Additional Shifts

- (4) A part-time or casual Caregiver may agree to work 11 shifts in a fortnight, in which case subclause (1) (b) above shall not apply. Provided that:
 - (a) A Caregiver cannot be directed to work more than 10 shifts in a fortnight without overtime penalties.
 - (b) Other overtime, shift and/or weekend penalties continue to apply and will be paid as appropriate.

- (c) The additional hours will not be performed regularly and will not form part of the Caregiver's minimum contracted hours.
- (d) The Employee's entitlements accrue on the additional hours worked, including Employer superannuation contributions.

Time off in lieu

- (5) (a) In lieu of payment for overtime, a Caregiver may elect, with the agreement of the Employer, to be allowed time off in lieu of payment of overtime in proportion to the payment to which they would otherwise be entitled.
- (b) Time off in lieu shall accrue at the appropriate overtime rate.
- (c) Time off in lieu can be taken at any time by mutual agreement between the Employer and the Caregiver.
- (d) Subject to Clause 9 – Commitment to Improved Productivity, sub clause (6)(c) time off in lieu must be taken if directed by the Employer.
- (e) Any untaken time off in lieu may be paid out after 12 months of it having accrued or on termination whichever occurs first.

Relationship to on call

- (6) Where a Caregiver is rostered to be on call and their normal rostered hours of work are extended the Caregiver shall be paid at overtime rates for these additional hours.

21. ON CALL

- (1) For the purposes of this Agreement a Caregiver is on call when they are required by the Employer to remain at such a place as will enable the Employer to readily contact them during the hours for which they have been placed on call. A Caregiver is also on call when required to carry a mobile telephone or beeper and to remain within a specified radius of the hospital.
- (2) (a) A Caregiver shall be paid an hourly allowance of:
 - (i) from the first full pay period on or after 1 July 2024 - \$8.34
 - (ii) from the first full pay period on or after 1 July 2025 - \$8.63
 - (iii) from the first full pay period on or after 1 July 2026 - \$8.94
- (b) Provided that payment in accordance with this paragraph shall not be made with respect to any period for which payment is otherwise made in accordance with the provisions of this Agreement when the Caregiver is recalled to work.
- (3) The Caregiver shall not be required to remain on call whilst on leave or the day before commencing leave unless by mutual agreement between the Caregiver and the Employer.

Call In

- (4) Subject to clause 21(6)(6)(b), a Caregiver who is called in to work:

St John of God Health Care – HSU – Health Professionals, Administrative, Clerical and Technical Enterprise Agreement 2024
--

- (a) when on call shall be paid for the duration of the call out period at time and a half for the first two hours and double time thereafter from the time the Caregiver commences work.
- (b) when not on call shall be paid at double time for the duration of the call out period and for the time spent travelling to and from the place of employment.

Provided that a Caregiver who is called in to work on:

- (c) a Sunday shall be paid at double time.
 - (d) a public holiday shall be paid at double time and a half.
- (5) Time worked as a result of a call in shall be deemed overtime, provided that it shall not accrue for TOIL purposes.
- (6) A Caregiver who is called in to work shall be paid a minimum of three hours provided that:
- (a) if the Caregiver is called in within three hours of starting work on a previous call they shall not be entitled to any further payment for the time worked within that period of three hours; and
 - (b) the call-in shall cease when the call out period ends, or on commencement of ordinary duty – whichever occurs first.
- (7) If a Caregiver is recalled to work they shall be paid the motor vehicle allowance as prescribed in Clause 32 – Fares and Motor Vehicle Allowance in this Agreement or provided with transport, free of charge, from their home to the place of employment and return.

Breaks Between Recall Periods and Ordinary Duty

- (8) Where a Caregiver is due to commence their next ordinary duty within 9.5 hours of the cessation of hours actually worked having been recalled to duty, they shall either:
- (a) delay the start to their next ordinary duty until such time as a 9.5 hours have elapsed since the cessation of overtime without loss of pay for that period; or
 - (b) if directed by the Employer, commence their next ordinary duty and be paid at double rates until released from duty for such period and shall then be entitled to be absent until they have had 9.5 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

Provided that (a) and (b) above shall not apply where the recall commenced within three hours of the commencement of ordinary duty and the Caregiver has had a break of 9.5 hours immediately prior to the commencement of the recall period.

Additional Annual Leave for On Call

- (9) A Caregiver regularly required to work on call will receive up to an extra 38 hours annual leave per accrual year in accordance with the schedule in sub-clause (10) below, subject to clause 34(15) provided that they are available to be rostered on call Monday to Sunday, including public holidays and are rostered on call to suit operational requirements, in accordance with the following:
- (a) following a normal rostered shift; or
 - (b) during weekend days or public holidays; or

(c) on days that they are not rostered for duty.

(10) The rate at which a Caregiver regularly placed on call shall accrue additional leave, is as follows:

Number of hours rostered on call per accrual year	Additional Hours
120 hours to 179 hours	7.6 hours
180 hours to 239 hours	15.2 hours
240 hours to 299 hours	30.4 hours
300 hours or more	38 hours

(11) For the purpose of calculating additional leave, the period of on call is not reduced by recalled hours.

Subiaco Pharmacy Advice

(12) A Caregiver who is rostered to be on-call and who is required to provide specialist pharmacy advice via telephone or other electronic communication without the need to return to the workplace will be paid at the appropriate overtime rate for a minimum of thirty (30) minutes work. Multiple electronic requests made and concluded within the same thirty minutes shall be compensated within the same overtime payment.

- (a) The Employer and Caregiver will record, in an agreed form, all telephone or electronic communication contacts which occur during period of on-call.
- (b) Caregivers will maintain a formal recall register, in an agreed form, which will include at a minimum recording of all recalls, including time and duration.
- (c) Second and subsequent recalls to duty which occur within the minimum thirty (30) minimum payment for which an entitlement to payment has already occurred, do not attract a further additional minimum 30 minutes payment, unless actual time worked continues beyond the minimum 30 minute payment, in which case payment will be made for actual time worked.

22. ROSTERS

- (1) A roster of working hours shall be posted in a convenient place where it can be readily seen by each Caregiver concerned.
- (2) The roster shall, where practicable, be posted at least 14 days before it comes into operation but will be posted at least 7 days before it comes into operation.
- (3) The roster may be altered at the Employer's discretion if the Employer's requirements render such alteration necessary provided that:
 - (a) a Caregiver is entitled to 48 hours' notice of a requirement to come into work;
 - (b) a Caregiver is entitled to 12 hours' notice where a shift is cancelled or varied subject to the application of Clause 28(1)(d) Shift Work.
- (4) The notice referred to in this paragraph may be dispensed with by agreement between the Caregiver and the Employer.

- (5) A Caregiver who has commenced a shift is entitled to complete that shift unless otherwise agreed between the Caregiver and the Employer.

Request to work additional hours

- (6) A Caregiver may be asked to work additional hours provided that the Caregiver cannot be required to work additional hours at ordinary rates without 12 hours' notice and may choose to decline the request.

12 Hour Rosters

- (7) The Employer may introduce 12 hour shift rosters provided that all affected Caregivers are consulted and the majority of those Caregivers agree that such arrangements may be implemented. Provided that such arrangements shall only be maintained in the event that an agreed number or percentage of positions will be required to support the arrangements.
- (8) Caregivers will not be required to work the 12 hour shift roster. Caregivers may choose to participate at any stage in the 12 hour shift roster provided they give four weeks' notice in writing to the relevant Manager.
- (9) All 12 Hour shift rosters will be developed consistent with Schedule D to this Agreement.
- (10) The provisions stated in this clause shall prevail over the remainder of this Agreement to the extent of any inconsistency.

23. MEAL AND MEAL HOURS

- (1) (a) Meal breaks shall be a minimum of 30 minutes and a maximum of one hour other than by agreement and subject to subclause (2) of this clause shall not be counted as time worked.
- (b) The Caregiver shall not be required to work for more than 6 hours consecutively without a meal break.
- (2) Where a Caregiver is required to be on duty or available but not working during their meal break, the Caregiver shall be paid at ordinary rates. Provided that the time shall not be counted as time worked for the purposes of Clause 20 – Overtime.
- (3) Where a Caregiver is required by the Employer to work through their meal break they shall be paid time and one half for that time worked. Provided that the time shall not be counted as time worked for the purposes of Clause 20 – Overtime.
- (4) One fifteen or two seven minute tea breaks shall be allowed during each shift and shall be taken when convenient to the Employer without deduction of pay for such time.
- (5) A Caregiver who has not been notified the previous day or earlier that they are required to attend work at a time when a meal is usually taken shall be provided with a meal.

24. ACCRUED TIME OFF

Entitlement

- (1) An eligible Caregiver shall accrue an entitlement to time off to a maximum of 12 days (96 hours or pro-rata for part-time) in each 12 month period. Provided that a Caregiver shall not be eligible for Accrue Time Off in accordance with this clause in the following circumstances:

- (a) if they are a casual Caregiver;
- (b) where the Caregiver is employed on the basis of accrued days off not being provided;
- (c) where the Caregiver is guaranteed no more than 16 hours or two shifts per week.

Provided that at SJGH Murdoch accrued days off shall be provided if requested by the Caregiver (other than a casual Caregiver). The eligible Caregiver may withdraw their agreement by providing two weeks' notice in writing.

- (2) A Caregiver shall not accrue an entitlement to Accrued Time Off during:

- (a) long service leave;
- (b) any period of unpaid leave;
- (c) or any absence on workers compensation leave in excess of one calendar month.

Accrual of Accrued Time Off shall continue during any other period of leave (including any additional annual leave) prescribed by this Agreement.

Taking Accrued Time Off

- (3) Subject to Clause 9 – Commitment to Improved Productivity, sub clause (6) (c) Accrued Time Off may be taken at a time which is mutually convenient to the Employer and Caregiver.
- (4) In addition to the foregoing and notwithstanding any other provision of this Agreement, a Caregiver who has accrued a sufficient entitlement may elect to utilise their Accrued Time Off to avoid going into debit through working less than guaranteed hours.

Rate of Pay

- (5) Accrued Time Off shall be paid at the ordinary rate.

Termination

- (6) A Caregiver who at the time of termination has Accrued Time Off to their credit shall be paid for those hours at ordinary rates.

Pay Out of Entitlements

- (7) When a Caregiver:
 - (a) proceeds on a period of extended leave (i.e.: more than 8 weeks with or without pay); or
 - (b) seeks to make an adjustment to their contracted hours;

the Employer will pay the Caregiver for any Accrued Time Off standing to their credit.

- (8) A Caregiver may at any time, by agreement in writing with the Employer, be paid for some or all of the Accrued Time Off standing to their credit in lieu of taking the time off.
- (9) A Caregiver shall not otherwise be paid for Accrued Time Off without actually taking the time off.

25. SALARIES

- (1) The base rate payable to Caregivers under this Agreement and the conditions pertaining to appointment and progression are prescribed in Schedule A – Salaries.
- (2) The weekly rate is calculated by dividing the annual salary by a divisor of 52.167. The hourly rate for a Caregiver shall be calculated by dividing the weekly rate by 38 in the case of a Caregiver not receiving Accrued Time Off and 40 in the case of a Caregiver receiving Accrued Time off.
- (3) Where a Caregiver is engaged under the auspices of a Supported Wage System, the provisions of Schedule C – Supported Wage System will apply.
- (4) The increases to rates of pay and allowances shall ordinarily be payable 7 days after this Agreement is registered by the Fair Work Commission (FWC) unless an earlier date is defined within the body of the Agreement or from the first full pay period commencing on or after the dates specified in Schedule A. The payments referred to in this Agreement are payable to caregivers who are considered to be employees at the time the Agreement is registered by the FWC.

26. PAYMENT OF WAGES

- (1) Wages shall be paid fortnightly by electronic funds transfer into one or more accounts (maximum three) nominated by the Caregiver held at any major bank, building society or credit union. Any costs associated with the establishment by the Caregiver of such an account and of the operation of it shall be borne by the Caregiver.
- (2) Each Caregiver shall be provided with a pay advice slip on each occasion that wages are paid, which will contain details in accordance with the *Fair Work Regulations 2009*.
- (3) Where payment is not made within the nominated time the Employer shall rectify the matter without delay.

Overpayment of Wages

- (4) Where a Caregiver is paid for work not subsequently performed or is overpaid in any other manner, the Employer is entitled to make adjustment to the subsequent wages or salaries of the Caregiver.

One-off Overpayments

- (5) Subject to sub-clauses (7) and (8), one-off overpayments may be recovered by the Employer in the pay period immediately following the pay period in which the overpayment was made, or in the period immediately following the pay period in which it was discovered that overpayment has occurred.

Cumulative Overpayments

- (6) Subject to sub-clauses (7) and (8), cumulative overpayments may be recovered by the Employer at a rate agreed between the Employer and the Caregiver, provided that the rate at which the overpayment is recovered is not at a lesser rate than the rate at which it was overpaid or \$50 per week, depending on which is the lesser amount per pay period.
- (7) In exceptional circumstances, other arrangements for the recovery of overpayments may be agreed between the Employer and the Caregiver.
- (8) The Employer is required to notify the Caregiver of their intention to recoup an overpayment, provide the Caregiver with details to sufficiently establish that an overpayment has occurred and to consult with the Caregiver as to the appropriate recovery rate.

Recovery of Overpayments

- (9) In exceptional circumstances, other arrangements for the recovery of overpayments may be agreed between the Employer and the Caregiver.
- (10) The Employer is required to:
 - (a) notify the Caregiver, in writing, of their intention to recoup an overpayment at least 72 hours prior to the next pay period in which the Employer seeks to recover an overpayment,
 - (b) provide the Caregiver with details to sufficiently establish that an overpayment has occurred; and
 - (c) to consult with the Caregiver as to the appropriate recovery rate.
- (11) The recovery agreement will be confirmed in writing.

Underpayment of Wages

- (12) Where a Caregiver is underpaid in any manner, the Employer will rectify the error as soon as practicable with consideration to subclauses (13) and (14).
- (13) Notwithstanding sub-clause (12), an error shall be rectified no later than in the pay immediately following the date on which the Employer discovers, or is advised, that the error occurred.
- (14) Notwithstanding the provisions of sub-clause (13) a Caregiver shall be paid any underpayment immediately by way of a special payment where the underpayment of wages has created serious financial hardship.

Termination Payments

- (15) Upon termination of employment, the Employer shall pay to the Caregiver all monies earned by or payable to the Caregiver within 7 days of termination of employment through the normal payroll system or via an electronic funds transfer into the Caregiver's account(s). Provided that any outstanding debts or overpayments accrued by the Caregiver may only be recovered from the final payment if agreed to and authorised by the Caregiver.

27. TIME AND WAGES RECORD

Records concerning a Caregiver's employment with the Employer will be kept and maintained in accordance with the *Fair Work Act 2009* and associated regulations.

28. SHIFT WORK

- (1)
 - (a) The loading on the ordinary rates of pay for a Caregiver who works an afternoon shift commencing not earlier than 12.00 noon and finishing after 6.00 pm on weekdays shall be 15%. A casual Caregiver shall be paid 40% (which includes the casual loading referred to in Clause 18 – Casuals).
 - (b) The provisions of paragraph (a) of this subclause do not apply to a Caregiver who on any weekday commences their ordinary hours of work after 12.00 noon and completes those hours at or before 6.00 pm on that day.
 - (c) The loading on ordinary rates of pay for a Caregiver who works a complete rostered night shift that commences and finishes between the hours of 6.00 pm and 7.30 am on a weekday shall be

35%. A casual Caregiver shall be paid 60% (which includes the casual loading referred to in Clause 18 – Casuals).

- (d) Provided that where a shift is extended or shortened at less than 12 hours' notice the shift penalty rate paid in respect of any ordinary hours worked on that shift shall be the penalty rate which would have applied had the start and/or finish time not been varied.
- (2) (a) A Caregiver rostered to work ordinary hours between midnight Friday and midnight on the following Saturday shall be paid a loading of 50% on actual hours worked during this period. A casual Caregiver shall be paid a loading of 75% on actual hours worked (which includes the casual loading referred to in Clause 18 – Casuals).
- (b) A Caregiver rostered to work ordinary hours between midnight Saturday and 7.30am on the following Monday, shall be paid a loading of 75% on actual hours worked during this period, provided the shift commenced prior to 2400 hours on a Sunday. A casual Caregiver shall be paid a loading of 100% on actual hours worked (which includes the casual loading referred to in Clause 18 – Casuals).
- (3) Where a Caregiver works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause.
- (4) Where the ordinary hours of work span midnight Friday the applicable penalties shall be:
 - (a) up to midnight – the rate specified at cl.28(1)(c); and
 - (b) past midnight –the rate specified at cl.28(2)(a).

29. CALCULATION OF PENALTIES

Where the Caregiver works hours which would entitle them to payment of more than one of the penalties or entitlements payable in accordance with the hours, on call, overtime, shift and weekend penalties or public holiday provisions of this Agreement, only the highest of any such penalty shall be payable. In the case of casuals any such penalty shall be in addition to the casual loading except where inconsistent with Clause 18 - Casual.

30. HIGHER DUTIES

- (1) A Caregiver who is capable of performing and does perform all duties of a position, which attracts a higher rate of pay than that which they usually perform shall be entitled to the higher rate whilst so engaged at the request of the Employer.
- (2) When at the request of the Employer a Caregiver performs some, but not all, of the duties of the position a rate of pay less than the rate the position normally attracts can be paid on agreement between the Employer and Caregiver.
- (3) When a Caregiver at the request of the Employer assumes higher duties or responsibilities due to a special project or similar short-term process and such higher duties or responsibilities are not imported from an existing post an appropriate rate of remuneration shall be determined by agreement between the Employer and the Caregiver. Where practicable the rate of remuneration shall be set prior to the commencement of the special project or process.

- (4) Provided that, payment for higher duties shall not apply to a Caregiver required to act in another position while the incumbent is taking Accrued Time Off for a single day or less in accordance with Clause 24 – Accrued Time Off.

31. LAUNDRY AND UNIFORMS

- (1) (a) Where the Employer requires a uniform to be worn, an adequate supply of such uniforms shall be provided free of cost to the Caregiver on engagement.
- (b) Thereafter uniforms will be replaced on an 'as required' basis provided that:
- (i) no uniform shall be replaced within 18 months of the date of issue;
- (ii) the Caregiver when a new uniform is issued shall be required to return the replaced uniform.
- (c) Uniforms provided by the Employer shall at all times remain the property of the Employer and must be returned to the Employer on termination.

A failure to return Employer uniforms may lead to a delay in the processing of any termination payment and to the Employer deducting the cost of the uniforms from any monies owing to the Caregiver, with the Caregiver's written approval.

- (d) Uniforms shall not be worn other than in the course of, and in travelling to and from, employment.
- (2) The cost of laundering uniforms shall be met by the Caregiver. The payment prescribed in Schedule A of this Agreement includes an amount to compensate for this requirement.
- (3) Caregivers shall be responsible for the provision of appropriate clean and tidy footwear.
- (4) Nothing in this clause shall prevent the Employer and the Caregiver making other arrangements as to laundry and uniforms not less favourable to the Caregiver.
- (5) The provisions of this clause shall not detract from the Employer's obligations pursuant to the *Work Health and Safety Act 2020 (WA)* and *Work Health and Safety (General) Regulations 2022 (WA)* to provide Caregivers with adequate personal protective clothing and equipment where it is not practicable to avoid the presence of hazards at the workplace.

32. FARES AND MOTOR VEHICLE ALLOWANCE

- (1) A Caregiver required to work outside the hospital during their normal working hours shall be paid any reasonable travelling and accommodation expenses incurred provided that travelling expenses shall not be paid where an allowance is paid in accordance with subclause (2) hereof.
- (2) A Caregiver required and authorised to use their own motor vehicle in the course of their duties shall be paid an allowance of not less than 88 cents per kilometre.
- (3) The rate prescribed in subclause (2) shall be reviewed whenever this Agreement is renewed or replaced.
- (4) Nothing in this clause shall prevent the Employer and the Caregiver making other arrangements as to motor vehicle allowance not less favourable to the Caregiver.

33. SUPERANNUATION

- (1) The Employer shall contribute superannuation on behalf of the Caregiver in accordance with the requirements of the *Superannuation Guarantee (Administration) Act 1992*.
- (2) Contributions shall at the option of the Caregiver be paid into either:
 - (a) the Health Employees' Superannuation Trust Australia (HESTA) fund; or
 - (b) such other complying superannuation fund or scheme as nominated by the Caregiver.
- (3) Where an election is not made by a Caregiver, contributions will be paid into:
 - (a) The Caregiver's stapled super fund; or
 - (b) HESTA. HESTA provides a "MySuper product" and is the Employer's nominated fund.
- (4) Contributions into the nominated fund shall be paid monthly.
- (5) Contributions shall continue to be paid on behalf of a Caregiver in receipt of payments under the *Workers Compensation and Injury Management Act 2023 (WA)*.
- (6)
 - (a) A Caregiver may elect in writing to receive a superannuation benefit in lieu of part of the salary to which they are otherwise entitled under this Agreement in accordance with the Employer's Salary Packaging Policy.
 - (b) This arrangement shall remain in force until terminated by mutual agreement or by either the Employer or the Caregiver providing 28 days' notice.
- (7) Paid parental leave in accordance with Clause 38 – Parental Leave, sub clause (12) will also attract payment of superannuation contributions.

34. ANNUAL LEAVE

Entitlement

- (1)
 - (a) Each Caregiver (other than Casuals) will be entitled to 4 weeks' annual leave in respect of each year of continuous service. Annual leave will accrue on a progressive basis in respect of each ordinary hour worked and accumulates from year to year.
 - (b) In paragraph (a), "service" shall not include any period of unpaid leave other than the first 3 months of unpaid personal leave.

Rate of Pay

- (2)
 - (a) The Caregiver shall be paid for any period of annual leave prescribed in this clause at the ordinary rate of wage the Caregiver would have received as their payment at the time of taking the leave and, in addition, the average of shift and weekend penalty rates paid each week over the four weeks prior to taking leave.

Provided that a Caregiver on higher duties for a period of four consecutive weeks or less at the time of taking the leave shall be paid at the ordinary rate of wage the Caregiver would have received had they not been on higher duties.

- (b) Provided that the Caregiver when proceeding on any period of annual leave prescribed in subclause (1)(a) of this clause shall not be paid less than the sum of:
 - (i) the Caregiver's ordinary rate of wage for the period (i.e. excluding shift and weekend penalties); and
 - (ii) a loading of 17.5%.

Timing of Payment

- (3) The Caregiver is to be paid for a period of annual leave at the time payment is made in the normal course of employment, unless the Caregiver requests in writing that they be paid before the period of leave commences in which case the Caregiver is to be so paid.

Provided that, where annual leave is paid in advance, payment for time worked may be adjusted in the fortnightly pay period following the period of annual leave.

Termination

- (4) If a Caregiver's employment terminates, the Caregiver shall be paid their accrued leave including any additional leave accrued under sub clause (13) and (14) hereof. Provided that leave loading shall only apply to leave accrued in accordance with subclause (1)(a).

Taking Annual Leave

- (5) Subject to Clause 9 - Requesting a Caregiver to Take Leave and Clause 34- Closedown, annual leave shall be taken at a time which is mutually convenient to the Employer and Caregiver. By agreement with the Employer, annual leave may be taken for double the period at half pay. The expectation is that leave will be taken in the year that it has accrued.

Closedown

- (6) Where the Employer temporarily closes a ward, unit or department over the Christmas/New Year period, a Caregiver may be directed to take paid annual leave during part or all of this period provided such direction is reasonable.
- (7) The period of the closedown may be up to two weeks and will encompass both Christmas and New Year.
- (8) Caregivers will be provided with a minimum 3 months' notice of the intention to close the area and the dates on which it will be closed.
- (9) A Caregiver will access their accrued leave to cover the period of closedown, provided that a Caregiver may request as an alternative:
 - (a) to continue working during the period, in which case the Employer will use its best endeavours to identify and offer alternative work in another area of the Hospital or at another SJGHC Hospital or facility within the same geographic area subject to operational considerations;
 - (b) to take another form of paid leave, or leave without pay;
 - (c) to take annual leave in advance where they have no other form of paid leave available to them.

Cash Out

- (10) By agreement between the Employer and Caregiver, a Caregiver may request to cash out annual leave, provided that:
- (a) cashing out shall not result in the Caregiver's remaining accrued entitlements being less than 4 weeks;
 - (b) any agreement will be in writing and signed by the Employer and Caregiver;
 - (c) the Caregiver receives the full amount that would have been payable to the Caregiver had the Caregiver actually taken the leave; and
 - (d) the Employer cannot require a Caregiver to compact or cash out any annual leave entitlements.
- (11) Annual leave loading may apply to the cash out amount subject to subclause (2) hereof.

Public Holiday Occurring During Annual Leave

- (12) A Caregiver shall be entitled to a day's leave in lieu of a public holiday, without deduction of pay, in respect of a public holiday which occurs during the Caregivers' annual leave.

Additional Annual Leave

- (13) A Continuous Shift Worker as defined by clause 7(f) will be entitled to one additional week's annual leave pro rata per annum.
- (14) Caregivers who participate in the on call roster will receive up to an additional 38 hours annual leave per annum in accordance with the provisions of Clause 21(9).
- (15) Provided that where a Caregiver qualifies for additional annual leave under clauses 34(13) and 34(14), no more than 38 hours additional annual leave shall accrue in any accrual year.

35. PUBLIC HOLIDAYS

- (1) It is acknowledged that the hospitals and facilities operated by the Employer operate 24 hours per day, seven days per week.
- (2) A Caregiver not required to work on a day solely because that day is a public holiday or day observed in lieu thereof, shall be entitled to leave for the number of hours which they would otherwise be rostered to work on that day without deduction of pay.
- (3) The Employer may request a Caregiver to work on a public holiday. The Employer can require a Caregiver to work a public holiday if:
- (a) the request is reasonable; or
 - (b) the refusal is unreasonable.
- (4) In determining whether a request or a refusal of a request to work on a public holiday is reasonable, the following must be taken into account:
- (a) the nature of the Employer's workplace or enterprise (including its operational requirements), and the nature of the work performed by the Caregiver;

- (b) the Caregiver's personal circumstances, including family responsibilities;
 - (c) whether the Caregiver could reasonably expect that the Employer might request work on the public holiday;
 - (d) whether the Caregiver is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday;
 - (e) the type of employment of the Caregiver (for example, whether full-time, part-time, casual or shiftwork);
 - (f) the amount of notice in advance of the public holiday given by the Employer when making the request;
 - (g) in relation to the refusal of a request – the amount of notice in advance of the public holiday given by the Caregiver when refusing the request; and
 - (h) any other relevant matter.
- (5) Where the Caregiver is required to or agrees to work on a public holiday or day observed in lieu thereof, they shall be entitled to ordinary rates of pay and a loading of 150% for the actual time worked. Provided that the Caregiver may elect in writing to receive, in lieu of the above, ordinary rates of pay and a loading of 50% together with an equivalent period of time off for the actual time worked on the holiday to be taken at a time convenient to the Employer.
- (6) When a public holiday falls on a day on which a Caregiver is rostered off duty and the Caregiver has not been required to work on that day, the Caregiver shall be entitled to an additional day's pay at ordinary rates or, where there is agreement between the Employer and the Caregiver, to observe that public holiday, paid at the ordinary rate, at a mutually acceptable time. This subclause shall not apply where the holiday falls on a day of the week on which the Caregiver would not normally be rostered to work.

Day Observed in Lieu of Public Holiday

- (7) Where a public holiday falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or Monday, such holiday shall be observed on the next succeeding Tuesday. Provided that:
- (a) a day observed in lieu of the holiday may be appointed by proclamation published in the *Gazette* under the *Public and Bank Holidays Act 1972*;
 - (b) another day may be observed in lieu of the holiday by agreement between the Caregiver and the Employer.

36. PERSONAL LEAVE

- (1) A full-time Caregiver shall accrue 10 days (76 hours) paid personal leave per annum to attend to:
- (a) **sick leave** – a personal illness, or injury, of the Caregiver; or
 - (b) **carer's leave** – the care or support of a member of the Caregiver's immediate family, or a member of their household, who requires care or support because of:

- (i) a personal illness, or injury, of the member; or
 - (ii) an unexpected emergency affecting the member.
- (2) The entitlement shall accrue on a progressive basis in respect of each ordinary hour worked.
- (3) A part-time Caregiver is entitled to personal leave on a pro-rata basis of the full-time Caregiver's entitlement.
- (4) Unused portions of personal leave entitlement shall accumulate from year to year and may be taken in any subsequent year.
- (5) Personal leave may be accessed in hours.
- (6) Where an application for payment exceeds the Caregiver's accrued entitlement, the excess may be offset against any future accrual or against monies otherwise payable to the Caregiver at the point of separation.
- (7) A Caregiver shall advise the Employer as soon as reasonably practicable and if possible prior to the commencement of the shift of the inability to attend work, the nature of illness or injury and the estimated duration of absence.
- (8) Unless otherwise directed, a Caregiver is allowed a maximum of five days absence without a certificate from a registered health practitioner in any one accruing year provided that:
 - (a) a certificate must be provided for any absence of more than two consecutive days;
 - (b) if it is not reasonably practicable to provide a certificate a Caregiver may provide a statutory declaration, subject to the Employer being satisfied that the circumstances preventing a medical certificate being obtained were 'not reasonably practicable'.
- (9) A Caregiver who suffers personal ill health or injury whilst on annual leave shall be paid personal leave in lieu of annual leave subject to:
 - (a) providing a certificate from a registered health practitioner confirming illness, injury or unexpected emergency during the period the Caregiver would have been taken to be on annual leave;
 - (b) the portion of annual leave coinciding with the paid personal leave is to be taken at a time agreed by Employer and Caregiver or shall be added to the next period of annual leave;
 - (c) payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in clause 34(2) - Annual Leave shall be deemed to have been paid with respect to the replaced annual leave.
- (10) Where a Caregiver receives payment under this clause and subsequently has payments approved in respect of the same period under the *Workers Compensation and Injury Management Act 1981* (WA), the Employer shall receive the payments and reinstate the Caregiver's personal leave or other entitlements accordingly.

- (11) (a) Caregivers (including Casuals) are also entitled to up to two (2) days unpaid Carer's Leave for each occasion a member of the Caregiver's immediate family or household requires care or support because of the illness, injury or unexpected emergency of the member.
- (b) Caregivers entitled to a period of unpaid Carer's Leave are entitled, for any particular occasion, to take the leave as:
 - (i) a single, unbroken period of up to two (2) days; or
 - (ii) any separate periods to which the Caregiver and the Employer agree.

37. LONG SERVICE LEAVE

- (1) Subject to this clause, Caregivers, including eligible casual caregivers, shall be entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1958* (WA) as amended from time to time.
- (2) Long service leave shall accrue at a rate of 0.8667 weeks for each year of continuous service. A Caregiver shall be able to access accrued long service leave any time after the completion of 7 years continuous service. Provided that long service leave shall not accrue on workers' compensation leave in excess of one month.
- (3) On termination of the Caregiver's employment:
 - (a) by his or her death;
 - (b) in any circumstances otherwise than by the Employer for serious misconduct;

the Caregiver shall be entitled to their accrued long service leave provided that they have completed no less than 7 years of continuous service with the Employer.
- (4) Long service leave may be accessed in single day periods.
- (5) Leave shall be granted and taken as soon as reasonably practicable after the right thereto accrues due or at such time or times as may be agreed between the Employer and the Caregiver.
- (6) By agreement between the Employer and Caregiver, a part-time Caregiver or a Caregiver whose hours have changed from part time to full time may take his or her long service leave entitlement as a reduced period of full time equivalent time off. Such agreement shall not be unreasonably withheld by the Employer.
- (7) Long service leave may be taken at half pay for double the period accrued or double pay for half the period accrued with the agreement of the Employer.
- (8) A Caregiver may elect to cash out up to 4 weeks of their accrued long service leave within any 12 month period, to be paid at ordinary rates provided that such election is to be made in writing by the Caregiver and approved by the Employer.

38. PARENTAL LEAVE

- (1) Except as hereinafter provided, Caregivers (including eligible casual caregivers) shall be entitled to parental leave in accordance with the provisions of the *Fair Work Act 2009*. A summary of the entitlement is provided below.

Interpretation

(2) In this Clause:

'adoption', in relation to a child, is a reference to a child who:

- (a) is not the child (otherwise than because of the adoption) of the Caregiver or the Caregiver's spouse;
- (b) is less than 16 years of age; and
- (c) has not lived continuously with the Caregiver for 6 months or longer;

'continuous service' means service under an unbroken contract of employment and includes:

- (a) any period of parental leave; and
- (b) any period of authorised leave of absence.

'expected date of birth' means the day certified by a medical practitioner to be the day on which the medical practitioner expects the Caregiver or the Caregiver's spouse, as the case may be, to give birth to a child;

'parental leave' means leave provided for by subclause (3) of this clause;

'spouse' includes a de facto partner.

Entitlement to parental leave

- (3) (a) Subject to this subclause and to subclauses (4) hereof, a Caregiver is entitled to take up to 52 consecutive weeks of unpaid leave in respect of -
- (i) the birth of a child to the Caregiver or the Caregiver's spouse; or
 - (ii) the placement of a child with the Caregiver with a view to the adoption of the child by the Caregiver; and
 - (iii) the Caregiver has or will have responsibility for the care of the child.
- (b) A Caregiver is not entitled to take parental leave unless they:
- (i) have, before the expected date of birth or placement, completed at least 12 months' continuous service with the Employer;
 - (ii) has given the Employer at least 10 weeks' written notice of their intention to take the leave or 4 weeks in the event of concurrent leave that is to be taken in separate periods and is not the first of those periods. Provided that if it is not practicable to do so, then as soon as practicable which may be a time after the leave has started; and
 - (iii) has notified the Employer of the dates on which they wish to start and finish the leave.
- (c) A Caregiver shall not be in breach of this Clause as a consequence of failure to give the required notice if such failure is occasioned by the confinement or adoption placement occurring earlier than the expected date.

Concurrent Leave

- (d) A Caregiver is entitled to take parental leave at the same time as the Caregiver's spouse, under the *Fair Work Act 2009*.

Certification

- (4) (a) A Caregiver who has given notice of their intention to take parental leave, other than for adoption, is to provide to the Employer a certificate from a medical practitioner stating that the Caregiver or the Caregiver's spouse, as the case may be, is pregnant and the expected date of birth.
- (b) A Caregiver who has given notice of their intention to take parental leave for adoption, is to provide to the Employer:
 - (i) a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the Caregiver for adoption purposes; or
 - (ii) a statement from the appropriate government authority confirming that the Caregiver is to have custody of the child pending an application for an adoption order.

Transfer to a safe job

- (5) (a) Where in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Caregiver make it inadvisable for the Caregiver to continue in her present position during a stated period (the risk period), the Caregiver shall, if the Employer deems it practicable, be transferred to a safe job with no other change to the Caregiver's terms and conditions of employment, and the Caregiver shall be paid for the safe job at the Caregiver's full rate of pay (for the position she was in before the transfer) for the hours that she works in the risk period.
- (b) If the transfer to a safe job is not practicable, the Caregiver shall be entitled to 'no safe job leave' where the Employer shall pay the Caregiver at the Caregiver's base rate of pay for the Caregiver's ordinary hours of work during the risk period, but the Employer may require further medical certificates to be provided in accordance with the provisions of the *Fair Work Act 2009*. Provided that 'no safe job leave' will cease when parental leave commences.

When leave must commence

- (6) (a) A Caregiver who has given notice of their intention to take parental leave, other than for an adoption, is to start the leave 6 weeks before the expected date of birth unless in respect of any period closer to the expected date of birth a medical practitioner has certified that the Caregiver is fit to work.
- (b) If the leave is birth-related leave but subclause (6)(a) does not apply, the period of leave must start on the date of birth of the child.
- (c) If the leave is adoption-related leave, the period of leave must start on the day of placement of the child.

Provided that leave may start at any time within 12 months after the date of birth or day of placement of the child. .

Right to request variation of Period of Parental Leave

- (7) (a) Provided the aggregate of any leave does not exceed the period to which the Caregiver is entitled under subclause (3) hereof:
- (i) the period of parental leave may be lengthened once only by the Caregiver giving the Employer written notice of the proposed extension at least 4 weeks before the end date of the original leave period;
 - (ii) the period may be further lengthened only by agreement between the Caregiver and the Employer.
- (b) The period of parental leave may, with the consent of the Employer, be shortened by the Caregiver giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

Notwithstanding provisions in subclause (3), a Caregiver may seek an extension of parental leave from 12 months up to 24 months, provided that the total leave of an employee couple shall not exceed 24 months. Such a request shall be in writing and may not be unreasonably refused.

Special Parental Leave and Personal Leave

- (8) (a) A Caregiver is entitled to a period of unpaid special maternity leave if they are not fit for work during that period because:
- (i) they have a pregnancy-related illness; or
 - (ii) they have been pregnant, and the pregnancy ends after at least 12 weeks because of miscarriage or termination;
 - (iii) the infant isn't stillborn.
- (b) If a Caregiver has an entitlement to paid personal leave they may take that leave instead of taking unpaid special parental leave under this subclause.
- (c) The above period of leave shall be supported by a certificate from a duly qualified medical practitioner.
- (d) Special Parental Leave (including paid personal leave accessed in accordance with this subclause) does not reduce the amount of unpaid parental leave available to a Caregiver.
- (e) A Caregiver returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which they held immediately before proceeding on such leave or, in the case of a Caregiver who was transferred to a safe job pursuant to subclause (5) to the position they held immediately before such transfer.
- (f) Where such position no longer exists but there are other positions available, for which the Caregiver is qualified and the duties of which they are capable of performing, they shall be entitled to a position as nearly comparable in status and salary or wage to that of their former position.

Special Parental Leave for Adoption Purposes

- (9) A Caregiver seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Caregiver and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the Caregiver is entitled to take up to two days unpaid leave. Where paid leave is available to the Caregiver, the Employer may require the Caregiver to take such leave instead.

Parental Leave and Other Leave Entitlements

- (10) (a) A Caregiver may take any annual leave, long service leave, Accrued Time Off or time off in lieu to which they are then entitled, in lieu of or in conjunction with parental leave, provided that it does not extend the period to which the Caregiver is entitled under subclause (3) hereof.
- (b) Paid authorised absences other than those referred to in subclause (10)(a) above shall not be available to a Caregiver during their absence on parental leave.

Paid Parental Leave

- (11) A Caregiver (other than a casual) shall be entitled to paid parental leave in accordance with this clause subject to:
- (a) Meeting the requirements for parental leave as specified in subclause (3) of this clause.
- (b) Other than the leave referred to in subclause (12)(c)(ii), the period of paid parental leave shall coincide with a period of unpaid parental leave.
- (c) The entitlement to paid parental leave shall be:
- (i) 14 weeks' paid parental leave for the primary carer, which may be taken at half pay over 28 weeks, or
- (ii) 1 week's paid leave in the case of leave taken by the spouse as concurrent leave.
- (d) The rate of pay for parental leave shall be based on the Caregiver's ordinary rate of pay prior to proceeding on leave.
- (e) The period of paid parental leave is reduced by any period of paid parental leave taken by the Caregiver's spouse in relation to the same child, except the period of one week's leave referred to in subclause (11)(c)(ii) hereof.
- (f) Paid parental leave must be taken in accordance with subclause (6), or consecutive with any period of paid parental leave taken by the Caregiver's spouse.
- (g) A Caregiver must have worked continuously for at least 6 months prior to the expected date of birth or adoption placement to be eligible for subsequent periods of paid parental leave. For 6 months service 50% of the full entitlement will be payable and for each additional month of service completed, 1/12 of the full entitlement will be payable up to 12 months – being 100% entitlement.

Return to work after parental leave

- (12) (a) A Caregiver shall confirm their intention of returning to work by notice in writing to the Employer given not less than four weeks prior to the expiration of the period of parental leave.

- (b) On finishing parental leave, a Caregiver is entitled to the position they held immediately before starting parental leave.
- (c) If the position referred to in subclause (12)(b) is not available, the Caregiver is entitled to an available position:
 - (i) for which the Caregiver is qualified; and
 - (ii) that the Caregiver is capable of performing, most comparable in status and pay to that of their former position.
- (d) Where, immediately before starting parental leave, a Caregiver was acting in, or performing on a temporary basis the duties of, the position referred to in subclause (12)(b), that subsection applies only in respect of the position held by the Caregiver immediately before taking the acting or temporary position.
- (e) Notwithstanding the provisions of this clause, a Caregiver may request to return to work on a part time basis (or reduced part time basis in the case of an existing part time Caregiver) where the Caregiver is the parent, or has responsibility for the care of the child who is of school age or younger to enable the Caregiver to care for the child. Such a request may not be unreasonably refused.

Effect of parental leave on employment

- (13) Absence on parental leave:
 - (a) does not break the continuity of service of a Caregiver; and
 - (b) is not to be taken into account when calculating the period of service for a purpose of this Agreement or a relevant contract of employment.

Termination of Employment

- (14) (a) A Caregiver on parental leave may terminate their employment at any time during the period of leave by notice given in accordance with this Agreement.
- (b) The Employer shall not terminate the employment of a Caregiver on the grounds of pregnancy or absence on parental leave, but otherwise the rights of the Employer in relation to termination of employment are not hereby affected.

Replacements

- (15) (a) A replacement is a person specifically engaged as a result of a Caregiver proceeding on parental leave.
- (b) The Employer shall, before engaging a replacement under this subclause, inform that person of the temporary nature of the employment and of the rights of the Caregiver who is being replaced.
- (c) The Employer shall, before engaging a person to replace a Caregiver temporarily promoted or transferred in order to replace a Caregiver exercising his or her rights under this clause, inform that person of the temporary nature of the promotion or transfer and of the rights of the Caregiver who is being replaced.

- (d) Provided that nothing in this subclause shall be construed as requiring the Employer to engage a replacement.

Casual Employment

- (16) A Caregiver may elect to cease parental and adoption leave, subject to any mandatory period of absence, in order to return to employment with the Employer as a casual Caregiver for the duration of the period of absence that would otherwise have applied.
- (17) Provided that it is the Caregiver's responsibility to determine if working as a casual Caregiver during this period may affect other parental leave statutory entitlements.

Keeping in Touch Days

- (18) A Caregiver may access, subject to agreement by the Employer, up to 10 keeping in touch days during the period of parental leave in accordance with the provisions of section 79A of the *Fair Work Act 2009* (as amended).

39. COMPASSIONATE LEAVE

- (1) A Caregiver (other than a Casual) is entitled to up to two (2) days of paid Compassionate Leave:
 - (a) for the purpose of spending time with a person who:
 - (i) is a family member; and
 - (ii) has a personal illness, or injury, that poses a serious threat to their life; and / or
 - (b) on the death of a family member or any other person who immediately before that person's death lived with the Caregiver as a family member.
- (2) Casual Caregivers are entitled to up to two (2) days of unpaid Compassionate Leave.
- (3) For the purposes of this clause, 'family member' means a member of the Caregiver's immediate family or a member of the Caregiver's household as defined in the *Fair Work Act 2009* as amended.
- (4) Caregivers entitled to a period of Compassionate Leave are entitled, for any particular occasion, to take the leave as:
 - (a) a single, unbroken period of up to two (2) days; or
 - (b) two (2) separate periods of one (1) day each; or
 - (c) any separate periods to which the Caregiver and the Employer agree.
- (5) Caregivers are entitled to Compassionate Leave without loss of ordinary time earnings.
- (6) Payment for such leave shall be subject to the Caregiver providing evidence of the illness, injury or death.
- (7) The Employer shall make every endeavour to grant a Caregiver's request for paid accrued leave and unpaid leave of absence resulting from the Caregiver's need to take additional time off in conjunction with Compassionate Leave. Such a request must not be unreasonably refused.

40. FAMILY AND DOMESTIC VIOLENCE

- (1) The Employer will exercise compassion, flexibility and confidentiality in considering requests from Caregivers who are seeking support during a situation of family and/or domestic violence.

Definitions

- (2) For the purposes of this clause, family and domestic violence leave means violent, threatening or other abusive behaviour by a close relative of a Caregiver, a member of a Caregiver's household, or a current or former intimate partner of a Caregiver that seeks to coerce or control the Caregiver and that causes them harm or to be fearful.
- (3) For the purposes of this clause, a family member/close relative is a person who is a member of the Caregiver's immediate family; or is related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

Access to Leave

- (4) Caregivers in this situation will be able to apply to access their accrued leave, including personal leave, and other forms of paid leave including family and domestic leave, or leave without pay as necessary.
- (5) Caregivers will be able to access free independent counselling assistance, and may apply for additional financial assistance through the St John of God Health Care Caregivers Facing Hardship Policy.
- (6) All Caregivers, including casuals, will be able to access 10 days paid family and domestic violence leave per annum. This paid leave entitlement is available in full at the start of each twelve (12) month period of the Caregiver's employment, is non-cumulative and paid at the Caregiver's full rate of pay for the hours they would have worked had they not taken the leave. The full rate of pay, for the purposes of this clause, is the caregiver's base rate plus any relevant loadings, monetary allowances, overtime or penalty rates.
- (7) All Caregivers, including casuals, will also be able access up to 5 days of unpaid family and domestic violence leave per annum. This unpaid leave entitlement is available in full at the start of each twelve (12) month period of the Caregiver's employment and does not accumulate from year to year.
- (8) Family and domestic violence leave can be taken in periods of single or multiple days, or any separate periods to which the Employer and Caregiver agree, including periods of less than one day.
- (9) Unpaid family and domestic violence leave does not break a Caregiver's period of continuous service but does not count as service when calculating accumulated entitlements such as paid leave.
- (10) A Caregiver may take family and domestic violence leave if the Caregiver is experiencing family and domestic violence; and the Caregiver needs to do something to deal with the impact of the family and domestic violence; and it is impractical for the caregiver to do that thing outside the caregiver's ordinary hours of work, which could include:
- (a) Making arrangements for their safety, or safety of a close relative (including relocation);
 - (b) Attending to legal proceedings or court hearings;
 - (c) Accessing police services; or

- (d) Attend counselling or appointments with medical practitioners or a social worker.

Confidentiality

- (11) The Employer must take steps to ensure information concerning any notice a Caregiver has given under this clause is treated confidentially, as far as it is reasonably practicable to do so. Noting that nothing in this clause prevents the Employer from disclosing information provided by a Caregiver if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Caregiver or another person.

Notice and Evidence Requirements

- (12) A Caregiver must give the Employer notice of the taking of leave, under this clause, as soon as practicable (which may be a time after the leave has started) and advise the period, or expected period of the leave.
- (13) Where a Caregiver wishes to access an entitlement under this clause, evidence may be required by the Employer and can be provided in the form of an agreed document issued by the Police Service, a Court, a registered health practitioner, a Family Violence Support Service, a district nurse, maternal and health care nurse or Lawyer. A signed Western Australian or Commonwealth statutory declaration can also be offered as evidence.

Flexible Work Practices

- (14) Caregivers can also make a request to the Employer for flexible work practices. Flexible work practices may include but are not limited to:
 - (a) changes to the Caregiver's span of hours or pattern or hours and/or shift patterns;
 - (b) job redesign or changes to duties;
 - (c) relocation to suitable employment within the organisation;
 - (d) a change to their telephone number or email address to avoid harassing contact;
 - (e) any other appropriate measure including those available under existing provisions for family friendly and flexible work.

41. TIME OFF WITHOUT PAY

Time off without pay for whatever purpose may be granted by agreement between the Employer and the Caregiver.

42. STUDY LEAVE

- (1) Where a Caregiver is engaged in an accredited course of study which in the Employer's view:
 - (a) is relevant to the duties being or likely to be performed by the Caregiver;
 - (b) is relevant to the current and emerging business needs of the Employer;
 - (c) enhances the career development of the Caregiver; and
 - (d) does not unduly affect or inconvenience the operations of the Employer.

The Employer may grant leave with pay to undertake study for an approved course, provided that the classes, lectures or tutorials fall within the parameters of the Caregiver's normal working hours. The amount of leave granted may be up to three hours per week.

- (2) Paid study leave is provided for formal study periods only (ie at the college/university) and the Caregiver shall undertake at least 50% of formal study in her/his own time.
- (3) The Caregiver is required to provide evidence to the Employer of attendance and satisfactory progress with studies.

43. PROFESSIONAL DEVELOPMENT

- (1) The Employer recognises that training/education is essential for the maintenance and development of knowledge and skills. The Employer will continue to provide and support training/education opportunities where possible.
- (2) The responsibility for staff development is shared between the Caregiver and Employer.
- (3) Caregivers are expected to participate in professional development to ensure that they perform at a standard consistent with the competencies relevant to their classification and registration and that aligns to the strategic directions of the Hospital(s).
- (4) Professional Development Leave
 - (a) A minimum of two days professional development leave for full-time Caregivers (pro rata for part-time) shall be granted each calendar year basis to Professional Callings positions as per Schedule A – Salaries. The purpose of this entitlement is to enable Caregivers to undertake learning and development activities that fulfil professional and organisational needs.
 - (b) An application for this leave, nominating the preferred date(s) and any request for funding will be made in writing to the Manager providing a brief description of the nature of the professional development activity to be undertaken. The Application must be made at least eight (8) weeks prior to the requested date. The applicant will be notified in writing if the leave is approved or not within seven (7) days of the request being made.
 - (c) Professional development leave is cumulative, up to four days.
 - (d) The Employer may grant on a case by case basis:
 - (i) additional professional development leave to Caregivers whose positions are within the Professional Callings table at Schedule A;
 - (ii) up to two days professional development leave to positions outside of the Professional Callings table at Schedule A.
 - (e) Professional development leave may be utilised to cover travel time for course participation.
 - (f) Professional development is paid at the ordinary rate of pay.
- (5) Mandatory training/competency programs
 - (a) The Employer is responsible for ensuring caregivers have time within their rostered hours allocated to complete mandatory education requirements.

- (b) Caregivers who have not been allocated work time to complete mandatory competencies should raise the matter with their immediate supervisor in accordance with the Dispute Settlement Procedures outlined in Clause 53 of this Agreement.
- (c) Where mandatory training cannot be attended to during a caregiver's ordinary working hours, a caregiver may be directed by the Employer to attend to mandatory training outside of their ordinary hours, however, such time will be paid at the applicable overtime penalty rate. Where a caregiver is not directed by the Employer to attend to mandatory training outside their ordinary hours, but elects to do so, and the Employer has not been able to in accordance with subclause (a) facilitate time during their rostered hours and has not been able to complete mandatory education, such caregiver will be entitled to be paid at the ordinary rate of pay for such time spent attending to mandatory training.

44. JURY AND WITNESS SERVICE

- (1) Caregivers summoned for jury service and giving prior advice to their manager will be granted paid leave subject to the procedures set out herein.
- (2) Caregivers summoned as a witness in relation to their official capacity and giving prior advice to their manager will be granted paid leave subject to the procedures set out herein.
- (3) Caregivers requesting time off for jury service must notify their manager on receipt of notice to attend.
- (4) Application for leave of absence for jury or witness service must be made on the standard Application for Leave form with a copy of the notice to attend attached.
- (5) On presentation of proof of appearance payment of salary will be made at the rates the caregiver would have received had they not been participating in jury or witness service through the pay roll system.
- (6) The Employer will claim reimbursement from the Court.

45. CULTURAL / CEREMONIAL OBLIGATIONS

- (1) A Caregiver is entitled to access accrued annual leave or long service leave for tribal/ceremonial/cultural obligations providing the Caregiver has sufficient leave available.
- (2) Leave under this provision may be approved to meet the Caregiver's customs, traditional law and / or to participate in ceremonial and cultural activities.
- (3) Time off without pay may be granted by agreement between the Employer and Caregiver.
- (4) The Employer may request reasonable evidence of the legitimate need for time off.

46. DEFERRED SALARY SCHEME

- (1) Permanent Caregivers will have access to the 4/5 pay option, whereby they work for four years at 80% pay and then take one year off at 80% pay in accordance with the following:
 - (a) By written agreement between the Employer and Caregiver, a Caregiver may be paid 80% of her/his normal salary under this Agreement, and any other relevant agreement upon the expiry of this Agreement, over a five-year period. The fifth year will then be taken as leave with pay

with the accrued salary annualised over the year. The fifth year will be treated as continuous service.

- (b) The leave may not be accrued unless the Employer agrees to accrual. In deciding whether to support a particular request for this arrangement, the Employer will take into account factors such as operational requirements. To satisfy operational requirements, the number of Caregivers allowed to work under this arrangement may be restricted at any one time and/or the timing of the arrangements may need to be staggered. The Employer has the absolute discretion to determine the operational needs in this regard.
- (c) Where a Caregiver is approved to participate in this arrangement, the 80% of salary shall then become the applicable salary for all purposes including overtime, shift penalties, superannuation, salary packaging etc.
- (d) A Caregiver may withdraw from this arrangement by giving notice in writing at any time. She/he would then receive a lump sum equal to the accrued credit, paid at a time agreed between the Employer and Caregiver but not more than 3 months from the time of the Caregiver's withdrawal from the arrangement.
- (e) A Caregiver who terminates his or her employment prior to the completion of the 4th year will be paid the accrued credit in their final payment.
- (f) Any paid leave taken during the first four years of the arrangements will be paid at 80% of the Caregiver's normal salary, plus the applicable leave loading.
- (g) It is the responsibility of the Caregiver to investigate the impact of entering into this arrangement on her/his superannuation, taxation, salary packaging and other benefits.

47. FLEXIBLE WORK/PURCHASED LEAVE OPTIONS

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

48. ADDITIONAL MEASURES DURING STATE OF EMERGENCY

During a declared state of emergency under the *Public Health Act 2016* (WA) (as amended) certain measures will be implemented to mitigate the impact of that emergency. The Employer will ensure that its response to a declaration is appropriate to the circumstances being faced which may include provision of additional leave, enabling caregivers to readily access accrued leave, providing leave in advance of its usual accrual date, directions to remain away from the workplace, provision of and requirement to wear personal protective equipment. The Employer will ensure that policies,

procedures and guidelines are developed and maintained to address the additional measures required during such an emergency.

49. BULLYING AND HARASSMENT

The Employer maintains a zero tolerance policy in relation to discrimination, harassment and bullying. The Employer will ensure that policies and procedures that relate to the management of these issues are at all times consistent with legislative requirements.

50. INTRODUCTION OF CHANGE AND REDUNDANCY

Interpretation

(1) In this clause:

‘Caregiver’ does not include a Caregiver engaged on a casual or temporary basis or on a fixed term contract for the purposes of subclause (5) onwards;

‘redundant’ means the position is no longer required by the Employer to be undertaken because the Employer has decided that the job will not be done by any Caregiver.

For the purposes of this clause, an action of the Employer has a ‘significant effect’ on a Caregiver if:

- (a) there is to be a major change in the composition, operation or size of, or skills required in, the Employer's workforce that will affect the Caregiver; or
- (b) there is to be elimination or reduction of a job opportunity, promotion opportunity or job tenure for the Caregiver; or
- (c) the guaranteed hours of the Caregiver's work are to significantly increase or decrease; or
- (d) the Caregiver is required to be retrained; or
- (e) the Caregiver is to be required to transfer to another job or work location; or
- (f) the Caregiver's job is to be restructured.

Caregiver to be Informed

(2) (a) Where the Employer has decided to:

- (i) take action that is likely to have a significant effect on a Caregiver; or
- (ii) make a Caregiver's position redundant,

the Caregiver is entitled to be informed by the Employer, as soon as reasonably practicable after the decision has been made, of the action or the redundancy, as the case may be.

Discussions to occur

(3) (a) The Employer shall thereafter hold discussions with the Caregiver affected as to:

- (i) the likely effects of the action or the redundancy in respect of the Caregiver; and

St John of God Health Care – HSU – Health Professionals, Administrative, Clerical and Technical Enterprise Agreement 2024

- (ii) measures that may be taken by the Caregiver or Employer to avoid or minimise a significant effect.

Provided that the Employer shall not be required to disclose confidential information the disclosure of which may seriously harm the Employer's interests.

Other Parties to be informed

- (4) (a) Where the Employer has made a definite decision to introduce major changes that are likely to have significant effects on Caregivers, the Employer shall notify and hold discussions with other interested parties, including the Union, in regard to the general nature of the changes.
- (b) If a Caregiver appoints a representative and notifies the Employer of the identity of the representative, the Employer will recognise the representative for the purposes of consultation.

Severance Pay

- (5) (a) In addition to the period of notice prescribed in Clause 11 - Separation of this Agreement, for ordinary termination, a Caregiver whose employment is terminated on the grounds of redundancy shall be entitled to the following amount of severance pay in respect of a continuous period of service.

Period of Continuous Service	Severance 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

'Weeks' Pay' means the ordinary weekly rate of wage for the Caregiver concerned.

- (b) For the purpose of this clause continuity of service shall not be broken on account of:

- (i) any absence from work on account of personal sickness or accident for which a Caregiver is entitled to claim personal leave as prescribed by this Agreement or on account of leave lawfully granted by the Employer; or
- (ii) any absence with reasonable cause, proof whereof shall be upon the Caregiver; or
- (iii) any absence on approved leave without pay.

Provided that in the calculation of continuous service under this subclause any time in respect of which a Caregiver is absent from work except time for which a Caregiver is entitled to claim annual leave, personal leave, long service leave and public holidays as prescribed by this Agreement shall not count as time worked.

Service by the Caregiver with a business which has been transmitted from one Employer to another and the Caregiver's service has been deemed continuous in accordance with relevant State long service leave legislation, as amended from time to time, shall also constitute continuous service for the purpose of this clause.

Redundancy shall not be payable in the event of a transmission of business where comparable alternative employment is offered and accepted.

Caregiver Leaving During Notice

- (6) A Caregiver whose employment is to be terminated on the grounds of redundancy may terminate employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the Caregiver remained with the Employer until the expiry of such notice. Provided that in such circumstances the Caregiver shall not be entitled to payment in lieu of notice.

Alternative Employment

- (7) (a) The Employer, in a particular redundancy case, may make application to the Fair Work Commission to have the general severance pay prescription varied if the Employer obtains acceptable alternative employment for a Caregiver.
- (b) Provided that where a Caregiver is offered and accepts alternative employment within St John of God Health Inc., continuity of service shall not be broken and any accrued entitlements shall be carried over to the new Employer. The Caregiver shall not be entitled to the benefits prescribed in subclause (5) of this Clause.

Leave for Job Interviews

- (8) (a) A Caregiver who has been given notice that they have been, or will be, made redundant shall during the period of notice of termination be entitled to be absent from work up to a maximum of 8 ordinary hours during each week of notice without deduction of pay for the purpose of being interviewed for further employment.
- (b) A Caregiver who claims to be entitled to paid leave under paragraph (a) shall, at the request of the Employer, be required to produce reasonable proof of attendance at an interview or the Caregiver shall not receive payment for the time absent.

Notice to Centrelink

- (9) Where a decision has been made to terminate Caregivers in circumstances of redundancy, the Employer shall, subject to the agreement of the Caregivers concerned, notify Centrelink thereof as

soon as possible giving relevant information including the number and categories of the Caregivers likely to be affected and the period over which the terminations are intended to be carried out.

51. CONSULTATION ABOUT CHANGES TO ROSTERS OR HOURS OF WORK

- (1) Where the Employer proposes to change a Caregiver's regular roster or ordinary hours of work, the Employer must consult with the Caregiver or Caregivers affected and their representatives, if any.
- (2) The Employer will:
 - (a) provide to the Caregiver or Caregivers affected and their representatives, if any, information about the proposed change i.e. information about the nature of the change to the Caregiver's regular roster or ordinary hours of work and when that change is proposed to commence;
 - (b) invite the Caregiver or Caregivers affected and their representatives, if any, to give their views about the impact of the proposed change, including any impact in relation to their family or caring responsibilities; and
 - (c) give prompt and genuine consideration to any matters raised about the impact of the proposed change that are given by the Caregiver or Caregivers concerned and/or their representatives, if any.
- (3) The requirement to consult under this clause does not apply where a Caregiver has irregular, sporadic or unpredictable working hours.
- (4) These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.
- (5) At any stage during this process a Caregiver may appoint a representative of their choice in writing. The Employer's obligation to consult or provide information to the representative only occurs after written notice is provided to the Employer.
- (6) Any changes to contracted hours of work will only be made where the employer and a Caregiver agree to the change.

52. WORKPLACE REPRESENTATIVES

- (1) This Agreement incorporates clause 33A of the Award in relation to workplace delegates' rights. This clause 52 applies where it provides an Employee with a greater entitlement than that found in clause 33A of the Award.
- (2) The Employer recognises that trade unions have a legitimate interest in representing their members.
- (3) The Employer also recognises and acknowledges that accredited workplace union representatives have an important role to play in the workplace and may be appointed as endorsed representatives of the union.
- (4) Accredited representatives will be treated fairly and be able to perform their role as union delegates without any fear of discrimination or victimisation in their employment.
- (5) Accredited representatives will have reasonable access to telephone, facsimile and photocopying facilities for the purpose of carrying out work as a representative subject to the prior approval of their manager.

- (6) Accredited representatives may request approval from their manager for paid time off during normal working hours to perform their role as per (2) above. Any such request shall be considered by the manager taking into account the operational requirements of the representative's department.
- (7) Accredited representatives will be able to place union information on noticeboards provided for such purposes in the workplace.
- (8) Subject to a minimum of four weeks' notice and the operational needs of the hospital, the Employer will provide up to five (5) days paid leave in the first year for initial training and three (3) days paid leave each subsequent calendar year to enable accredited representatives to attend appropriate union education and training. Any additional training requests above these levels will be considered, on a case by case basis, upon request by the Union.
- (9) Subject to a minimum of four weeks' notice and the operational needs of the hospital, the Employer will provide one Union covered Caregiver, per hospital with one paid union meeting each year for the purposes of discussion, education, interpretation and application of clauses contained in this Enterprise Agreement, company policy and other statutory laws pertaining to matters in the workplace. The meetings can also include education and training in addressing and resolving concerns in the workplace.
- (10) Accredited representatives may request, in writing, up to 6 months of leave without pay to engage in Union campaigns in line with Clause 41 – Time Off Without Pay. The request will be considered on its merits having consideration to operational requirements including but not limited to the capacity to replace the representative's substantive position for the period request. Should the request be approved, the commencement of the period of leave will be subject to ongoing discussions and agreement between the parties, particularly if there is a need to replacement the representative's substantive position for the period of time requested. If an accredited representative has access to accrued leave particularly an excess leave balance the representative may be required to use this leave as part of their time away from the workplace.

53. DISPUTE SETTLEMENT PROCEDURES

- (1) Where a dispute concerning the operation of this Agreement or the National Employment Standards arises the following steps shall be taken:
 - (a) As soon as practicable after the dispute has arisen, it shall be considered jointly by the appropriate supervisor, the Caregiver or Caregivers concerned and where the Caregiver or Caregivers so request, the Caregiver/s' Union or other representative.
 - (b) If the dispute is not resolved it shall be considered jointly by the appropriate senior representative of the Employer, the Caregiver or Caregivers concerned and where a Caregiver so requests, the Caregiver/s' Union or other representative who shall attempt to settle the dispute.
 - (c) If the dispute is still not resolved it shall be considered jointly by the Employer, the Caregiver or Caregivers concerned and where any Caregiver so requests the Caregiver/s' Union or other representative who shall attempt to settle the dispute.
 - (d) Should the matter remain in dispute after the above processes and all reasonable attempts have been made to resolve the question, dispute or difficulty the matter may then be referred to the Fair Work Commission for assistance in its resolution by conciliation and / or arbitration. If arbitration is necessary the Fair Work Commission may exercise the procedural powers in

relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.

- (2) On each occasion sensible time limits shall be agreed upon for the completion of each step of the procedure.
- (3) The parties involved in the matter will abide by the decision of the arbitrator.
- (4) Provided that the Agreement may only be varied by arbitration for the purpose of removing ambiguity or uncertainty.

54. WORKLOAD MANAGEMENT

- (1) The Employer is committed to ensuring staffing levels are appropriate for the delivery of high quality patient care.
- (2) The parties agree that existing flexibility in respect of patient ratios will be maintained. The current practice of staffing based on collaboration between Administration and ward/unit management will continue on a shift by shift basis, taking into account both occupancy and patient acuity.
- (3) Staffing levels at each department shall be determined on the basis of:
 - (a) clinical assessment of patient needs;
 - (b) the demands of the environment such as ward layout;
 - (c) statutory obligations including workplace safety and health legislation;
 - (d) the requirements of regulatory legislation and professional standards; and
 - (e) reasonable workloads.
- (4) Should any Caregiver in any department, ward or unit believe that an unreasonable and excessive workload is being imposed other than occasionally or infrequently then:
 - (a) The Caregiver should attempt to resolve the matter with the appropriate department, ward/unit Manager. If appropriate action is not taken to address the workload issues within seven working days the Caregiver should lodge a statement setting out the details of the situation with the relevant Executive (i.e.: Department Head).
 - (b) The Caregiver may raise the matter by submitting a Workload Grievance form to the appropriate Manager.
 - (c) The Executive shall respond to the Caregiver within seven working days.
 - (d) If the matter remains unresolved the Caregiver may seek to resolve the matter using the Dispute Settlement Procedures at Clause 53 in this Agreement.
- (5) Nothing shall prevent a Caregiver from seeking to resolve the matter using the Dispute Settlement Clause in this Agreement.

55. CLASSIFICATION OF POSITIONS

- (1) The concept of “work value” will be utilised for the purposes of classifying and reclassifying positions.
- (2) In assessing the “value” of a position consideration will be given to a range of factors including but not limited to the minimum essential education level required; the experience required to perform the position; the scope and variety of activities required of the position; the level of interpersonal skills and analytical and problem solving required; the influence the position has on the results within a Department/Organisation; the level of independence/autonomy within the position; the size/budget of the Unit/department; the number of Caregivers supervised and/or controlled and where the positions is placed in the organisational hierarchy.
- (3) Changes in work value may arise from changes in the nature of the work, skill and responsibility required or the conditions under which work is performed. Changes in work by themselves may not lead to a change in wage rates. The strict test for an alteration in wage rates is that the change in the nature of the work should constitute such a significant net addition to the work requirements as to warrant the upgrading to a higher classification.
- (4) Consideration will also need to be given to wage relativities that might result not only within the relevant classification structure but also against external classifications to which the structure at SJGHC might relate. The Employer does not support the concept of wage “leapfrogging” arising out of changes in relative positions.

56. PROFESSIONAL CALLINGS REVIEW

- (1) During the life of the Enterprise Agreement, the Employer and the Union will establish a joint working party to review the classification structure of Professional Callings. Any decision made in relation to the structure is at the Employers discretion.

**St John of God Health Care – HSU – Health Professionals, Administrative, Clerical and
Technical Enterprise Agreement 2024**

SIGNATORIES

Signed for and on behalf of St John of God Health Care
Inc.:



Clare Francis
Group Manager Employee and Industrial Relations
Level 1, 556 Wellington Street
PERTH WA 6000

In the presence of:

Nicholas Olds



Date: 10/12/2024

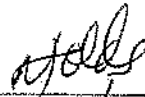
Signed for and on behalf of St John of God Outreach
Services:



Clare Francis
Group Manager Employee and Industrial Relations
Level 1, 556 Wellington Street
PERTH WA 6000

In the presence of:

Nicholas Olds



Date: 10/12/2024

Signed for and on behalf of Caregivers:



Naomi McCrae
Secretary (WA)
Health Services Union
8 Coolgardie Terrace
PERTH WA 6000

In the presence of:

Adrian Barrett
A/Secretary

Date: 2/12/24

St John of God Health Care – HSU – Health Professionals, Administrative, Clerical and Technical Enterprise Agreement 2024

SCHEDULE A – SALARIES

- (1) The increases payable to Caregivers covered by this Agreement are detailed in the tables below and include:
 - (a) Subject to a positive ballot 3.5% from the first full pay period commencing on or after 1 July 2024.
 - (b) 3.5% from the first full pay period commencing on or after 1 July 2025.
 - (c) 3.5% from the first full pay period commencing on or after 1 July 2026.
- (2) Unless otherwise specified progression for all levels for which there is more than one wage point, shall be by automatic annual increments, subject to a satisfactory performance appraisal.
- (3) Progression between levels shall be by appointment, subject to the Employer's requirements.
- (4) No Caregiver, who at the date of this Agreement was in receipt of a rate of wage higher than that prescribed herein for their classification of work, shall have that rate reduced by the operation of this Agreement.
- (5) In lieu of the salary provided in this Schedule, the Employer and Caregiver may agree to implement salary packaging arrangements. Such arrangements must be in accordance with the Employer's salary packaging policy. The administrative arrangements for salary packaging will be entirely at the discretion of the Employer. Salary packaging arrangements entered into will be cost neutral in relation to the total employment cost of the Caregiver for the Employer.
- (6) Where an annual salary is specified, the weekly rate shall be calculated using a divisor of 52.167.

Table A – General Classifications

Classification and Increment level	from FFPOA 1 July 2024 3.5%	from FFPOA 1 July 2025 3.5%	From FFPOA 1 July 2026 3.5%
1.1	54,515	56,423	58,398
1.2	55,361	57,299	59,304
1.3	56,485	58,462	60,508
1.4	57,440	59,451	61,532
1.5	59,049	61,116	63,255
2.1	59,241	61,314	63,460
2.2	61,070	63,207	65,420
2.3	62,901	65,103	67,381
2.4	64,739	67,005	69,350
2.5	66,419	68,744	71,150
3.1	66,608	68,939	71,352
3.2	68,686	71,090	73,578
3.3	70,146	72,601	75,142
3.4	71,901	74,417	77,022
4.1	72,103	74,627	77,239

St John of God Health Care – HSU – Health Professionals, Administrative, Clerical and Technical Enterprise Agreement 2024

Classification and Increment level	from FFPOA 1 July 2024 3.5%	from FFPOA 1 July 2025 3.5%	From FFPOA 1 July 2026 3.5%
4.2	72,306	74,837	77,456
4.3	73,291	75,856	78,511
4.4	75,373	78,011	80,741
5.1	76,387	79,060	81,827
5.2	78,643	81,395	84,244
5.3	82,250	85,129	88,109
6.1	82,617	85,508	88,501
6.2	84,255	87,204	90,256
7.1	85,973	88,982	92,096
7.2	88,329	91,420	94,620
8.1	90,757	93,934	97,222
8.2	93,250	96,514	99,892
9.1	98,060	101,492	105,044
9.2	101,630	105,187	108,868
10.1	103,414	107,033	110,779
10.2	106,698	110,432	114,297
11.1	109,415	113,245	117,209
11.2	113,199	117,161	121,261
12.1	119,066	123,233	127,546
13.1	122,210	126,487	130,914
13.2	126,187	130,604	135,175
14.1	130,310	134,871	139,591
15.1	136,332	141,104	146,043
15.2	141,273	146,218	151,335

- (7) A Caregiver may be appointed to the position of Senior Anaesthetic Technician where the position involves overall coordination of anaesthetic services and/or works within specialised areas, with involvement in complex/advanced procedures with additional responsibilities.
- (8) Advancement of Clinical Coders to Level 9 is subject to:
- (a) meeting the requirements and satisfactory performance as a Clinical Coder at Level 6-8; and
 - (b) completion of the internal competencies for a Level 9 Clinical Coder; and
 - (c) an audit as per Australian Coding Benchmark (ACBA/NCCH).
- (9) Subject to satisfactory performance, a Clinical Coder at Levels 6-9 will be paid a \$2,000 allowance per year (pro rata for part-time caregivers) or part thereof.
- (10) Advancement of Clinical Coder trainees between Levels 4 and 5 is subject to:
- (a) meeting the requirements and satisfactory performance as a Clinical Coder at Level 4; and

St John of God Health Care – HSU – Health Professionals, Administrative, Clerical and Technical Enterprise Agreement 2024

- (b) completion of the internal competencies for a Level 5 Clinical Coder trainee; and
- (c) an audit as per Australian Coding Benchmark (ACBA/NCCH).

Table B – Professional Callings

- (11) Caregivers who possess a relevant entry level tertiary qualification, or equivalent as agreed between the Union and the Employer, and who are employed in the callings of:

Art Therapist, Audiologist, Cardiac Scientific Officer, Clinical Perfusionist, Psychologist, Dietitian, Exercise Physiologist, Librarian, Medical Imaging Technologist, Medical Scientist, Music Therapist, Neurophysiology Technologist, Nuclear Medicine Technologist, Occupational Therapist, Physiotherapist, Podiatrist, Respiratory Scientist, Respiratory Sleep Scientist, Sleep Technologist, Social Worker, Sonographer, Speech Pathologist

shall be entitled to annual salaries as reflected in the below Table B – Professional Callings.

Where a Caregiver is in receipt of a personal classification this will be maintained at the defined classification and incremental step until the work value of the substantive position changes and a reassessment in line with Clause 55 – Classification of Positions results in a revised classification..

Table B – Professional Callings

Classification and Increment level	from FFPOA 1 July 2024 3.5%	from FFPOA 1 July 2025 3.5%	from FFPOA 1 July 2026 3.5%
Grade 1 (One)			
G1.1	82,617	85,508	88,501
G1.2	88,329	91,420	94,620
G1.3	93,250	96,514	99,892
G1.4	98,060	101,492	105,044
G1.5	106,698	110,432	114,297
G1.6	116,189	120,255	124,464
Grade 2 (Two)			
G2.1	122,210	126,487	130,914
G2.2	126,187	130,604	135,175
G2.3	130,310	134,871	139,591
Grade 3 (Three)			
G3.1	136,332	141,104	146,043
G3.2	141,273	146,218	151,335
Grade 4 (Four)			
G4.1	142,991	147,995	153,175
G4.2	145,851	150,956	156,239
G4.3	150,865	156,145	161,610

St John of God Health Care – HSU – Health Professionals, Administrative, Clerical and Technical Enterprise Agreement 2024

- (12) Subject to paragraph (14) of this subclause, on appointment or promotion to the Grade 1 under this clause:
- (a) Caregivers who have completed an approved three academic year tertiary qualification, relevant to their calling, shall commence at the first year increment.
 - (b) Caregivers, who have completed an approved four academic year tertiary qualification, relevant to their calling, shall commence at the second year increment.
 - (c) Caregivers, who have completed an approved Masters or PhD Degree, relevant to their calling, shall commence on the third year increment.

Provided that Caregivers who attain a higher tertiary level qualification after appointment, shall not be entitled to any advanced progression through the range.

- (13) The Employer shall be responsible for determining the relevant acceptable qualifications for appointment for the callings covered by this clause.
- (14) The Employer, in allocating levels pursuant to subclause (11) of this clause may determine a commencing salary above Grade 1 for a particular calling or callings.
- (15) (a) Unless otherwise specified, progression between incremental levels shall be by annual increments (i.e. 12 months continuous service), subject to a satisfactory performance appraisal.
- (b) Any disagreement in relation to the payment of an annual increment will be addressed using the dispute settlement provisions of this Agreement.

Endorsed (Clinical/Counselling/Neuro) Psychologists

- (16) A Caregiver appointed as a (Clinical/Neuro/Counselling) Psychologist Registrar (Grade 1) will commence at Grade 1.5 and progress to Grade 1.6 in the second year.
- (17) A Caregiver appointed as an Endorsed ('Clinical/Counselling/Neuro) Psychologist' (Grade 2) will commence at Grade 2.1 and progress by annual increments to Grade 3.2.
- (18) A Caregiver may be appointed or progress to (Clinical/Counselling/Neuro) Psychologist (Grade 2) when:
- (a) they are registered as an endorsed 'Psychologist' with the Psychology Board of Australia; and
 - (b) they have thorough knowledge of the methods, principles and practices of the profession; and
 - (c) they work under general to limited direction; and
 - (d) they practice psychology with a high degree of initiative and experience.

Table C – Subiaco Pharmacy

Classification and Increment level	from FFPOA 1 July 2024 3.5%	from FFPOA 1 July 2025 3.5%	from FFPOA 1 July 2026 3.5%
3.1	68,928	71,340	73,837
3.2	70,173	72,629	75,171

St John of God Health Care – HSU – Health Professionals, Administrative, Clerical and Technical Enterprise Agreement 2024

Classification and Increment level	from FFPOA 1 July 2024 3.5%	from FFPOA 1 July 2025 3.5%	from FFPOA 1 July 2026 3.5%
7/12.1	83,078	85,986	88,996
7/12.2	88,020	91,101	94,289
7/12.3	93,591	96,867	100,257
7/12.4	98,907	102,369	105,952
7/12.5	107,026	110,772	114,649
7/12.6	116,631	120,713	124,938
13/14.1	119,647	123,835	128,169
13/14.2	123,467	127,788	132,261
13/14.3	127,426	131,886	136,502
15/16.1	133,212	137,874	142,700
15/16.2	137,954	142,782	147,779
17.1	145,487	150,579	155,849
17.2	150,488	155,755	161,207

- (19) Subject to paragraph (22) of this subclause, on appointment or promotion to the Level 7/12 under this clause:
- (a) Caregivers, who have completed an approved three academic year tertiary qualification, relevant to their calling, shall commence at the first year increment.
 - (b) Caregivers, who have completed an approved four academic year tertiary qualification, relevant to their calling, shall commence at the second year increment.
 - (c) Caregivers who have completed an approved Masters or PhD Degree, relevant to their calling, shall commence on the third year increment.
 - (d) Provided that Caregivers who attain a higher tertiary level qualification after appointment shall not be entitled to any advanced progression through the range.
- (20) The Employer and union shall be responsible for determining the relevant acceptable qualifications for appointment for the callings covered by this Clause and shall maintain a manual setting out such qualifications.
- (21) Annual increments shall be subject to the Caregiver's satisfactory performance over the preceding twelve months.

St John of God Health Care – HSU – Health Professionals, Administrative, Clerical and Technical Enterprise Agreement 2024

SCHEDULE B – CLASSIFICATION AND GRADINGS

The listed positions and levels are current at the time of negotiation of this Agreement, and are therefore not exhaustive. The positions and levels are a guide only as the classification may be amended over time in line with the assessment of the work value of a given position as reflected in Clause 55 – Classification of Positions. Where a Caregiver is appointed by the Employer to a position that is not listed, the classification of the position will be established having regard to the work value of the position, including such relativities as levels of responsibilities, duties, skills, education and consideration will also be given to the classification of similar position.

General Classifications Table

Level	Position Title
1	Hospitality Receptionist, Hospital Concierge
2	Food Services Advisor, Receptionist and/or Switchboard Operator
2/3	Swim Teacher/Coordinator
3	Accounts Payable Officer, Accounts Receivable Officer, Administrative Assistant, Admissions Officer, Allied Health/Therapy Assistant, Child Care Worker, Coding Clerk, Discharge Officer, Human Resources Assistant, Library Assistant, Medical Receptionist, Menu Monitor, Orthopaedic/Anaesthetic Technician Trainee, Outpatients Officer, Patient Administrative Assistant, Patient Health Information Officer, Medical Records Officer, Medical Typist, Research Assistant, Patient Booking Officer, Supply / Purchasing Officer, Ward Clerk.
3/6	Sleep Technologist Bunbury
4	Administrative Officer, Bookings Officer, Clerical Team Leader, Medical Secretary, Menu Coordinator, Pastoral Associate, Programs Coordinator (Murdoch)
4/5	Clinical Coder Trainee, Finance Assistant, Pharmacy Technician
5	Executive Secretary, Food Services Coordinator, Coordinator Housekeeping & Mail Services, Hydrotherapy Coordinator, Insurance Liaison Officer, Library Technician, Maintenance Planner, Medical Credentialing Officer, Patient Equipment Coordinator, Senior Bookings Officer, Senior Medical Secretary, Training Officer, Volunteer Coordinator
5/6	Human Resources Officer, Orthopaedic Technician
5 – 8	Anaesthetic Technician
6	Assist Cath Lab Tech, Coordinator JMOs, Credentialing Officer PNH, Departmental Secretary (Midland), Emergency Department Coordinator, Executive Secretary, Graduate Research Assistant, Hydrotherapy and Allied Health Assistant Coordinator, Implant and Stock Coordinator, Medical Clinic Coordinator, Medical Education Coordinator, Post Graduate Medical Services Coordinator, Procedural Services Secretary, Programs Support Officer (LOD), Sessional Suite Coordinator, Team Leader
6/7	Environmental Services Coordinator Bunbury, Food Services Coordinator Bunbury, Personal Assistant, Security Response Officer (Midland),
6-9	Clinical Coder
7	Marketing Officer, Pastoral Practitioner, Senior Orthopaedic Technician, CSSD Coordinator, Data Analysis and Reporting Coordinator
7/8.1	Senior Pharmacy Technician
7-9	Clinical Trial and Data Management Officer
7-10	Facilities/Maintenance Supervisor
8	Consumer Liaison and Release of Information Officer, Coordinator Outpatients, Junior Cardiac Technician, Senior Pastoral Practitioner
9	Coordinator Medical Centres (Murdoch), Doctor Liaison Coordinator, Executive Assistant, Freedom of Information Officer, Mission Associate, Marketing Coordinator, Senior Health Information Officer, Travel Smart Officer, Pastoral Services Coordinator
9.1	Head Pharmacy Technician

St John of God Health Care – HSU – Health Professionals, Administrative, Clerical and Technical Enterprise Agreement 2024

Level	Position Title
9-10	Senior Human Resource Advisor
10	Academic Support Officer, Clinical Coder Educator, Community Relations Coordinator, Coordinator Clinical Trials, Coordinator Day Hospice Services, Coordinator Events, Coordinator Orthopaedics, Coordinator Quality, Injury Management Advisor, Coordinator Volunteers, Occupational Health and Safety Consultant, Patient Care Simulation Technician, Senior Anaesthetic Technician, Senior Clinical Trials Coordinator
10/11	Coordinator Clinical Coding, Management Accountant
11	Coordinator Executive Administrative Team, Occupational Health and Safety Coordinator
12	Counsellor, Perioperative Resource Manager, Senior Human Resource Partner
13	Emergency Preparedness Officer, Post-Doctoral Research Fellow, Senior Cardiac Technician
13/14	Manager Drug Service Team Bunbury

Professional Callings Table

Classification/Level	Position Title/Descriptor
Grade 1 (One)	Entry level Allied Health Professional (AHP) as defined within Schedule A, clause (11)
Grade 2 (Two)	Senior Allied Health Professional
Grade 3 (Three)	Specialist Allied Health Professional/Team Leader/Manager (small team)
Grade 4 (Four)	Manager (large team); Advanced Scope AH Professional

Pharmacy Classifications Table (Relates to Schedule A, Table C)

Level	Position Title
3	Intern – unqualified
7/12	Pharmacist – qualified
13/14	Clinical Pharmacist
13/14	Senior Pharmacist
15/16	Pharmacy Section Head
15/16	Clinical Pharmacist Specialist
17	Acting Deputy Chief Pharmacist
17	Clinical Pharmacy Coordinator

SCHEDULE C – SUPPORTED WAGE SYSTEM

(1) Workers eligible for a supported wage

- (a) This Schedule defines the conditions which will apply to Caregivers who, because of the effects of a disability, are eligible for a supported wage under the terms of this Agreement. In the context of this clause, the following definitions will apply:
- (i) “Supported Wage System” means the Commonwealth Government System to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in “Supported Wage System: Guidelines and Assessment Process”.
 - (ii) “Approved Assessor” means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual’s productive capacity within the Supported Wage System.
 - (iii) “Disability Support Pension” means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
 - (iv) “Assessment instrument” means the tool provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.
 - (v) “**SWS Wage Assessment Agreement**” means the document in the form required by the Department of Social Services that records the Caregiver’s productive capacity and agreed wage rate.

(2) Eligibility criteria

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

(3) Supported wage rates

- (a) Caregivers to whom this Schedule applies shall be paid a percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing commensurate with their assessed capacity. That is, where their capacity is assessed at 70%, they shall be paid at 70% of the applicable rate.
- (b) Where a person’s assessed capacity is 10 per cent, they shall receive a high degree of assistance and support.

(4) Assessment of capacity

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

(5) Lodgement of assessment instrument

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

(6) Review of assessment

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

(7) Other terms and conditions of employment

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

(8) Workplace adjustment

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

(9) Trial period

- (a) In order for an adequate assessment of the Caregiver's capacity to be made, an Employer may employ a person under the provisions of this Schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (b) During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

- (10) The minimum amount payable to the worker during the trial period shall be no less than \$106 per week and will be reviewed on an annual basis.

- (11) Work trials should include induction or training as appropriate to the job being trialled.

- (12) Where the Employer and Caregiver wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause (9) (b) hereof.

St John of God Health Care – HSU – Health Professionals, Administrative, Clerical and Technical Enterprise Agreement 2024

SCHEDULE D – 12 Hour Shift Roster Guidelines

- (1) 12 Hour Shift Rosters will be worked in accordance with the following roster pattern

PROP HRS VARIATION (per 4wk cycle)	No 12 HR SHIFTS	AVERAGE No SHIFTS PER WEEK	ADDITIONAL HRS TO MAKE UP CONTRACT
152 hrs - full time	12	3, 4 in one week	1 x 8
144 hrs - part time	12	3	0
140 hrs - as above	11	3, 2 in one week	1
128 hrs - as above	10	3 and 2	1
120hrs - as above	10	2, 3 in one week	0
108 hrs - as above	9	2,1	0
96 hrs - as above	8	2	0

- (2) Unless otherwise agreed between the Caregiver and the Employer, the roster must provide for the following:
- (a) no more than three consecutive night shifts
 - (b) no more than four consecutive day shifts
 - (c) no more than four shifts in a row
 - (d) a reasonable distribution of days off between blocks of shifts
 - (e) shifts should not be compacted to produce an excessively long break
 - (f) the roster pattern will be planned over a period of four weeks
 - (g) full time Caregivers will work 13 shifts per four week cycle, three shifts for three weeks and four shifts in one week
 - (h) part time Caregivers will have the opportunity to increase or decrease their hours to best fit their 12-hours roster inclusive of education time.

An example of a full time four week cycle roster is as follows:

WK	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7
1			D	D	N		
2			D	D	N		
3			D	D	N		
4			D	D	N	N	

Shift Penalties

- (3) Monday to Friday shift penalties shall apply as follows:

hours worked between 0700-1300 – 0%

hours worked between 1300-2100 – 15%

hours worked between 2100 - 0730 – 35%, where the shift commenced on the proceeding pay.

Weekend shift penalties shall be paid according to the shift work provisions of this Agreement.

Maintenance of Contracted Hours

- (4) All Caregivers shall have their hours of work protected and must be given the opportunity to make up their contracted hours. Any Caregiver wishing to reduce/increase their hours may do so by agreement with their Manager. Caregivers who have voluntarily reduced/increased their hours to undertake 12

hour shifts and wish to return to their original roster arrangement/hours may do so by forwarding a written request to their Manager.

- (5) Any adjustment required in hours will be adjusted up rather than down unless otherwise requested by the Caregiver within FTE establishment.

Minimum Break Between Shifts

- (6) The minimum rostered break between shifts shall be at least 11.5 hours. Shorter breaks shall not be rostered.

Meal and Tea Breaks

- (7) The shift periods shall incorporate one paid 30 minute meal break (which shall be counted as time worked) and one unpaid 30 minute meal break. The first break shall be taken within 6 hours of commencing duty unless this is delayed by agreement to meet patient needs.
- (8) Within each shift period there shall also be allowed two tea breaks of 10 minutes each that shall be taken when convenient to the hospital without deduction of pay for such time. Tea breaks may be taken in conjunction with meal breaks.

Overtime

- (9) Overtime will not be worked in conjunction with 12 hour shifts, provided that by agreement between the Caregiver and the Employer ad hoc overtime to a maximum of 2 hours may be worked.

Education

- (10) Education is to be provided within the roster as part of the shift hours.

Allocation

- (11) The Employer may require a Caregiver to change their work allocation, or roles during the course of a shift. Caregivers (with the exception of the night shift) working a 12 hour shift may request to change their work allocation after 6 hours of duty. All reasonable efforts will be made to accommodate such a request.

Rotation

- (12) Rotation to other areas based on operational requirements shall be for the duration of the relief shift. The balance of the 12 hour shift may be:
 - (a) worked by agreement to meet operational needs or
 - (b) taken as TOIL or annual leave.
- (13) Caregivers will be given the opportunity to utilise TOIL days or single annual leave days when there is excess staff rostered.

Withdrawal Provisions

- (14) Any Caregiver who finds the 12 hour roster to be unworkable may revert to their previous roster after having given notice of one four week roster cycle.
- (15) Arrangements shall only be maintained in the event that an agreed number or percentage of positions continues to support the arrangements. If the number or percentage of positions required to support the arrangements falls below the agreed levels then continuation of the 12 hour roster will be reviewed.

THE FAIR WORK COMMISSION**FWC Matter No.:** AG2024/4912**Applicant:**

St John of God Health Care Inc.

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Nicholas Olds, Manager Employee and Industrial Relations for St John of God Health Care Inc. give the following undertakings with respect to the St John of God Health Care – HSU – Health Professionals, Administrative, Clerical and Technical Enterprise Agreement 2024 ("the Agreement"):

1. I have the authority given to me by St John of God Health Care Inc. ("the Employer") to provide this undertaking in relation to the application before the Fair Work Commission.
2. The Employer provides an undertaking that Caregivers will be entitled to Compassionate Leave in circumstances where the Caregiver, their spouse, or de facto partner has a stillbirth or miscarriage as set out in s.104(1)(b) and (c) of the FW Act.
3. The Employer provides an undertaking that Clause 11 (2) (c) will not be used to withhold any entitlements provided for in the National Employment Standards and will only be used where the caregiver has provided specific authorisation.
4. The Employer undertakes that the intent of Clause (7) (f) is that a Caregiver is a "Continuous Shift Worker" if, in their anniversary year, the caregiver works:
 - i. Their shifts on two thirds (2/3s) or more of the weekends in the anniversary year (Saturday or Sunday), or;
 - ii. Their shifts on two thirds (2/3s) or more of the public holidays in the anniversary year, or;
 - iii. Two thirds (2/3s) of their rostered shifts as night shifts, or;
 - iv. A combination of weekend, public holiday and/or night shifts across two thirds (2/3s) or more of their rostered shifts in the anniversary year, or;
 - v. As a security officer rostered as part of a 24-hour, 7 day per week rotating roster.
5. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

24 January 2025

Date

Level 1, 556 Wellington Street, Perth, WA 6000
PO Box 5753, St Georges Terrace, Perth, WA 6831
T. (08) 6116 0000 **F.** (08) 6116 0800 **E.** info@sjog.org.au
www.sjog.org.au

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