



DECISION

Fair Work Act 2009

s.185 - Application for approval of a multi-enterprise agreement

Victorian Hospitals' Industrial Association
(AG2019/553)

VICTORIAN STAND-ALONE COMMUNITY HEALTH (GENERAL DENTISTS') ENTERPRISE AGREEMENT 2018-2022

Health and welfare services

DEPUTY PRESIDENT COLMAN

MELBOURNE, 18 APRIL 2019

Application for approval of the Victorian Stand-Alone Community Health (General Dentists') Enterprise Agreement 2018-2022

[1] Victorian Hospitals' Industrial Association has made an application for approval of an enterprise agreement known as the *Victorian Stand-Alone Community Health (General Dentists') Enterprise Agreement 2018-2022* (the Agreement). The application was made pursuant to s 185 of the *Fair Work Act 2009* (the Act) in their capacity as a bargaining representative for the employers bound by the Agreement, as set out in Appendix 1 of the Agreement. The agreement is a multi-enterprise agreement.

[2] On the basis of the material contained in the application and accompanying statutory declaration, I am satisfied that each of the requirements of ss 186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Agreement was approved on 18 April 2019 and, in accordance with s 54, will operate from 25 April 2019. The nominal expiry date of the Agreement is 1 July 2022.



DEPUTY PRESIDENT

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**VICTORIAN STAND-
ALONE COMMUNITY
HEALTH (GENERAL
DENTISTS') ENTERPRISE
AGREEMENT 2018-2022**

PART A – PRELIMINARY

1 Title

This Agreement will be known as the Victorian Stand-Alone Community Health (General Dentists') Enterprise Agreement 2018-2022.

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4 Definitions

4.1 In this Agreement except where the context requires otherwise:

- (a) **Agreement** means the *Victorian Stand-Alone Community Health (General Dentists') Enterprise Agreement 2018-2022*
- (b) **Dentist** for the purpose of this Agreement means a person who has current registration as a Dentist with the Australian Health Practitioner Regulation Agency or successor.
- (c) **Employee** means a Dentist who is employed by an Employer listed in **Appendix One** of this agreement.
- (d) **Employer** means any of the organisations listed in **Appendix One** of the Agreement.
- (e) **FWC** and the **Commission** means Fair Work Commission.
- (f) **Hourly rate** means one thirty-eighth of the appropriate weekly rate for the relevant classification.
- (g) **IFA** means Individual Flexibility Arrangement.
- (h) **NES** means the National Employment Standards.
- (i) **Service** unless the context otherwise indicates or requires, means relevant service before and/or after commencement of this agreement in any one or more Victorian Public Health Service or registered stand alone community health centre who was covered by the *General Dentists' Victorian Public Sector Multi-Enterprise Agreement 2009 – 2013*.

5 Incidence & Coverage

5.1 This agreement covers:

- (a) The Employers listed in **Appendix One**;
- (b) Employees who are employed in the capacity of Dentist who are employed by the Employers listed in **Appendix One**.

5.2 No term of this Agreement will operate to exclude any entitlement provided by the NES or to provide any entitlement which is detrimental to an Employee's entitlement under the NES. For the avoidance of doubt, if there is any inconsistency between this Agreement and the NES to the detriment of the Employee, the NES will prevail.

6 Operation of Agreement

- 6.1 This Agreement shall come into effect 7 days from the date of approval by the Fair Work Commission and shall remain in force until 1 July 2022

7 Savings

- 7.1 Nothing In this Agreement shall affect any condition of employment which is superior to any term or condition pursuant to this agreement which an Employee was entitled to immediately prior to this Agreement coming into effect.

8 No Extra Claims

- 8.1 The Parties undertake that during the life of this Agreement there shall be no further wage increases sought or granted except as provided for under the terms of this Agreement.

9 Renegotiation of the Enterprise Agreement

- 9.1 The parties to the Agreement will meet on or after the expiry date of this Agreement to discuss and negotiate the replacement of the Agreement.

10 Anti Discrimination

- 10.1 It is the intention of the parties to achieve the principal object in section 3(e) of the Act through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin
- 10.2 Accordingly, in fulfilling its obligations under Section 2, the Employer must make every endeavour to ensure that neither Section 2 provisions nor their operation are directly or indirectly discriminatory in their effects.
- 10.3 Nothing in this clause is to be taken to affect:
- (a) Any different treatment (or treatment having different effects) which is specifically exempted under Commonwealth anti-discrimination legislation;
 - (b) Junior rates of pay;
 - (c) An Employee, the Employer or the Union, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Australian Human Rights Commission; and
 - (d) The exemptions in section 351(2) of the Act.

11 Relationship to Previous Agreements and Awards

- 11.1 Subject to clause 5.2, this is a comprehensive Agreement that operates to the exclusion of any award or enterprise Agreement which may apply to the Employees covered by this Agreement.

PART B – CONSULTATION AND DISPUTE RESOLUTION

12 Consultation regarding major workplace change

12.1 Where an Employer proposes a major change that may result in the termination of the employment of an Employee or Employees or other significant effect, the Employer will consult with affected Employee/s, the Union covered by this agreement and, where relevant, the Employee's nominated representative. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

12.2 Definitions

Under this Agreement:

- (a) **Consultation** refers to a genuine opportunity to influence the decision maker, but not joint decision making.
- (b) **Significant** effect includes but is not limited to:
 - (i) Termination of employment as a result of the change;
 - (ii) Reduction of hours of work and/or reduction in remuneration;
 - (iii) Changes to an Employee's classification or substantial duties (which includes restructuring of jobs) or outsourcing;
 - (iv) The need for retraining or relocation / redeployment to another site (where flexibility of work locations is not provided for in the employee's contract of employment);
 - (v) Major changes in the composition or operation the Employer's workforce or in the skills required including where this arises because of changes to the legal structure of the employer; or
 - (vi) The elimination or diminution of job opportunities, promotion opportunities or job tenure, including as a result of technology changes.
- (c) **Measures to mitigate or avert** the adverse effect of change may include but are not limited to:
 - (i) Redeployment where it is reasonable in the circumstances to do so;
 - (ii) Retraining of an Employee or Employees;
 - (iii) Salary maintenance;
 - (iv) Job sharing; and
 - (v) Maintenance of accruals.

12.3 Change Impact Statement to set out proposed workplace change

To facilitate consultation, the Employer shall provide affected Employee/s and the Union covered by this Agreement with a written Change Impact Statement setting out all relevant information about the proposed workplace change including:

- (a) The details of proposed change;

- (b) The reasons for the proposed change;
- (c) The possible effect on Employees of the proposed change;
- (d) Measures the Employer is considering that may mitigate or avert the effects of the proposed change; and
- (e) The right of an affected Employee to have a representative including a Union representative.

12.4 Meeting

As part of the consultation process, the Employer will meet with the affected Employee/s and if requested the Union covered by this Agreement and any other nominated representative to discuss the proposed change and any proposals to mitigate or avert the effects of the proposed change.

12.5 Amendment to proposal

The Employer will give prompt and genuine consideration to matters arising from consultation and will advise the affected Employees and if requested the Union covered by this Agreement and any other nominated representative in writing of the outcome of consultation including:

- (a) whether the Employer intends to proceed with the change proposal;
- (b) any amendment to the change proposal arising from consultation;
- (c) details of any measures to mitigate or avert the effect of the changes on affected Employees; and
- (d) a summary of how matters that have been raised by Employees and their nominated representative (if any) have been taken into account.

12.6 Parental leave or other absence

For the avoidance of doubt, the obligation to consult under this clause includes those who are absent on leave including parental leave.

12.7 Disclosure of confidential information

Nothing in this clause requires an employer to disclose confidential information that would be contrary to the employer's interests.

12.8 Consultation about changes to rosters or hours of work

- (a) Where an Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee or Employees affected and their nominated representatives (if any) about the proposed change.
- (b) The Employer must:
 - (i) provide to the Employee or Employees affected and their nominated representatives (if any) information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (ii) invite the Employee or Employees affected and their nominated 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
 - (iii) give consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their nominated representatives (if any).

- (c) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

13 Redundancy

13.1 Consultation

Where an Employee's employment may be terminated as a result of redundancy, the provisions of **clause** Error! Reference source not found. (Consultation Regarding Major Workplace Change) apply. This clause requires that an Employer consult regarding a proposed change that may have a significant effect, and to consider measures that may mitigate or avert the impact of the change including but not limited to:

- (a) Retraining of an Employee or Employees;
- (b) Salary maintenance;
- (c) Job sharing; and
- (d) Maintenance of accruals.

13.2 Transfer to lower paid duties

Where an Employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated and the Employer may, at the Employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing. Nothing in this clause shall limit the right of an Employee to claim redundancy pay under **sub-clause 13.6** on the basis that the role to which the Employee has been transferred is not acceptable employment consistent with the Act.

13.3 Employee leaving during notice period

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

13.4 Job search entitlement

- (a) An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

13.5 Effect of this provision

The entitlements contained at **13.6** and **13.7** of this clause operate in accordance with section 55 of the Act.

13.6 Redundancy under the NES

- (a) An Employee whose employment is terminated either:

- (i) at the Employer's initiative because the Employer no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour, or
 - (ii) because of insolvency or bankruptcy of the Employer,
- is entitled to redundancy pay unless excluded by the NES as follows:

| | Employee's continuous service with the Employer | Redundancy pay |
|----|--------------------------------------------------------|-----------------------|
| 1 | At least 1 year but less than 2 years | 4 weeks |
| 2 | At least 2 years but less than 3 years | 6 weeks |
| 3 | At least 3 years but less than 4 years | 7 weeks |
| 4 | At least 4 years but less than 5 years | 8 weeks |
| 5 | At least 5 years but less than 6 years | 10 weeks |
| 6 | At least 6 years but less than 7 years | 11 weeks |
| 7 | At least 7 years but less than 8 years | 13 weeks |
| 8 | At least 8 years but less than 9 years | 14 weeks |
| 9 | At least 9 years | 16 weeks |
| 10 | 10 years and over | 12 weeks |

13.7 Exclusions and variations

Nothing in this clause shall affect any right to apply, exclusion, right or limit contained in the NES concerning redundancy provided at sections 120 to 123 of the Act.

13.8 Alternatives to redundancy

- (a) Before termination of employment due to redundancy occurs, the Employer shall give genuine consideration to alternatives including:
 - (i) Whether the change can be achieved through an alternative means such as natural attrition, leave, voluntary reduction of hours / job sharing or voluntary departure; and
 - (ii) Whether it would be reasonable in all the circumstances to redeploy affected Employee/s.
- (b) In considering whether it would be reasonable in all the circumstances to redeploy the affected Employee, the Employer shall:
 - (i) Identify existing vacancies and consider whether it may be reasonable to redeploy the Employee to a vacant role; and
 - (ii) Advise the Employee in writing, identifying whether there are, in its view, any roles into which the Employee may reasonably be redeployed.
- (c) The Employee may:
 - (i) Require the Employer to disclose all the vacancies regardless of whether the Employer believes it would be reasonable to redeploy the Employee to those role/s; and / or
 - (ii) Meet the Employer to discuss whether it would be reasonable to redeploy him/her to any of the vacant positions.

- (d) Nothing in **clause 13.8** shall prevent either party from disputing whether it would be reasonable in all the circumstances to redeploy the Employee.
- (e) Where an Employee facing redundancy expresses an interest in a vacant position, the Employee will be interviewed by the Employer for that position where the Employee has or could reasonably have the skills to perform the vacant position.

14 Dispute Resolution Procedure

14.1 This dispute resolution procedure will apply to workplace grievances including but not limited to:

- (a) this Agreement;
- (b) the National Employment Standards;
- (c) Disciplinary action; or
- (d) A request for flexible working arrangements.

14.2 Right of representation

A party to the dispute may appoint another person, organisation or association (including a Union or employer organisation) to accompany or represent them in relation to the dispute at any time. A representative, including a Union or employer representative, may initiate the dispute. The parties to the dispute and their representatives must genuinely attempt to resolve the dispute through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.

14.3 Internal process

The parties will attempt to resolve the matter at the workplace as follows:

- (a) In the first instance, by discussions between the Employee/s and the relevant supervisor; and
- (b) If the dispute is still unresolved, by discussions between the Employee/s and more senior levels of local management.

The above steps shall take place within fourteen calendar days or such longer period as is reasonable in the circumstances or mutually agreed.

14.4 Referral to the Commission

If a dispute is unable to be resolved at the workplace, the dispute may be referred to the FWC for conciliation by a party to the dispute or representative and, where the matter in dispute remains unresolved, arbitration.

The decision of FWC will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.

14.5 Work to Continue in accordance with Custom and Practice

While the dispute resolution procedure is being conducted work shall continue normally according to the custom or practice existing before the dispute arose until the dispute is resolved. No party shall be prejudiced by the continuation of work. Health and safety matters are exempted from this clause.

14.6 Dispute Settlement Facilitation

Where the chosen representative is another Employee of the Employer, that Employee shall be released by the Employer from normal duties as is reasonably necessary to enable them to represent the Employee/s including:

- (a) Investigating the circumstances of the dispute; and
- (b) Participating in the processes to resolve the dispute, including conciliation and arbitration.

14.7 Disputes of a Collective Character

It is agreed that disputes of a collective character may be dealt with more expeditiously by an early reference to the FWC. However, no dispute of a collective character may be referred to the FWC directly without a genuine attempt to resolve the dispute at the workplace level as required by this clause.

15 Individual Flexibility Arrangement

15.1 An Employee and the Employer may enter into an individual flexibility arrangement pursuant to this clause in order to meet the genuine needs of the employee and employer. An individual flexibility arrangement must be genuinely agreed to by the Employee and Employer.

15.2 An individual flexibility arrangement may vary the effect of one or more of the following terms of this enterprise agreement:

- (a) Arrangements for when work is performed;
- (b) Overtime rates;
- (c) Penalty rates;
- (d) Allowances; and
- (e) Leave loading.

- 15.3** An Employee may nominate a representative to assist in negotiations for an individual flexibility arrangement.
- 15.4** The Employer must ensure that any individual flexibility arrangement will result in the Employee being better off overall than the Employee would have been if no individual flexibility arrangement were agreed to.
- 15.5** The Employer must ensure that an individual flexibility arrangement is in writing and signed by the Employee and Employer. If the Employee is under 18, the arrangement must also be signed by a parent or guardian of the Employee.
- 15.6** The Employer must give a copy of the individual flexibility arrangement to the Employee within 14 days after it is agreed to.
- 15.7** The Employer must ensure that any individual flexibility arrangement sets out:
- (a) The terms of this enterprise agreement that will be varied by the arrangement;
 - (b) How the arrangement will vary the effects of the terms;
 - (c) How the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (d) The day on which arrangement commences.
- 15.8** The Employer must ensure that any individual flexibility arrangement:
- (a) Is about matters that would be permitted matters under section 172 of the *Fair Work Act 2009* if the arrangement were an enterprise agreement;
 - (b) Does not include any term that would be an unlawful term under section 194 of the *Fair Work Act 2009* if the arrangement were an enterprise agreement; and
 - (c) Provides for the arrangement to be terminated:
 - (i) By either the Employee or Employer giving a specified period of written notice, with the specified period being not more than 28 days; and
 - (ii) At any time by written agreement between the Employee and Employer.
- 15.9** An individual flexibility arrangement may be expressed to operate for a specified term or while the Employee is performing a specified role (such as acting in a specified higher position). Such an arrangement will terminate on expiry of the specified term or when the Employee ceases to perform the specified role, unless terminated earlier on notice or by agreement.

16 Right to Request Flexible Working Arrangements

16.1 An Employee may request change in working arrangement.

An Employee may make a request for a change in working arrangements that may include but are not limited to changes in hours of work, changes in patterns of work and changes in location of work, in any of the following circumstances:

- (a) The Employee is a parent, or has responsibility for the care, of a child, who is of school age or younger;
- (b) The Employee is a carer;
- (c) The Employee has a disability;
- (d) The Employee is 55 or older;
- (e) The Employee is experiencing violence from a member of the Employee's family or

- (f) The Employee provides care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because the member is experiencing violence from the member's family.
- 16.2** To avoid doubt, and without limiting subclause 16.2(a) above, an Employee who:
 - (a) Is a parent, or has responsibility for the care of a child; and
 - (b) Is returning to work after taking leave in relation to the birth or adoption of a child;
May request to work part-time to assist the Employee to care for the child.
- 16.3** The Employee is not entitled to make the request unless:
 - (a) For an Employee other than a casual Employee – the Employee has completed at least 12 months of continuous service with the Employer immediately before making the request; or
 - (b) For a casual Employee – the Employee
 - (i) Is a long term casual Employee of the Employer immediately before making the request; and
 - (ii) Has a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.
- 16.4** Formal Requirements
 - (a) The request must:
 - (i) Be in writing; and
 - (ii) Set out details of the change sought and the reasons for the change
- 16.5** Agreeing to the request
 - (a) The Employer must give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request.
 - (b) The Employer may refuse the request only on reasonable business grounds and offer the opportunity to discuss the decision in person with the Employee should they wish.
 - (c) If the Employer refuses the request, the written response under subsection 16.5(a) must include details of the refusal.

PART C – TYPES OF EMPLOYMENT, COMMENCEMENT OF EMPLOYMENT AND END OF EMPLOYMENT

17 Conditions of Service

- 17.1** Employment under this Agreement shall be between the Employer and the Employee.
- 17.2** When the Employee is full-time, the Employer employs the Employee on the basis that the whole of the Employees duty hours shall be devoted to the duties of the appointment.
- 17.3** The Employee shall not, without the consent of the patient, divulge any information, which that Employee has acquired in attending the patient, and which was necessary to enable the Employee to prescribe or act for the patient, to any person other than the Employer or other clinical and nursing staff of the Employer.
- 17.4** Notwithstanding the provisions of sub-clause 17.3 above an Employee may be required for a medico-legal purpose to disclose to the Employer any information relating to the mental or physical condition of a person who is or was a patient of the Employer and such Employee shall make such disclosure in accordance with the requirement.

18 Types of Employment

- 18.1** The employment of Employees under this Agreement may be full-time, part-time, fixed-term or casual. Prior to engagement the Employer shall inform each Employee in writing of the type and terms of their employment, their classification, hours and salary.
- 18.2** An Employee, other than a casual, who accepts employment on or after the date of certification of this Agreement shall be engaged on a probationary basis for their initial four months of employment. During the probationary period, the Employer or a probationary Employee may terminate employment by one weeks notice or payment or forfeiture of one weeks ordinary time pay in lieu of notice. Notice under this clause may be given or received by a combination of time notice or payment or forfeiture as the case may be (in lieu).
- 18.3** Employment of full-time and part-time Employees shall, subject to this Agreement, be ongoing.

19 Full Time Employment

- 19.1** A full-time Employee is one who is ready, willing and available to work, on average, a full week of 38 hours.

20 Regular Part-Time Employee

- 20.1** A regular part-time Employee is an Employee engaged to work an agreed regular number of hours of less than 38 hours per week who is ready, willing and available to work those agreed hours at the times and during the hours that are mutually agreed.

21 Casual Employment

- 21.1** A casual Employee is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by either the Employee or the Employer without the requirement of prior notice by either party.
- 21.2** A casual Employee shall be paid one-thirty-eighth per hour (1/38th) of the weekly rate of pay appropriate to the classification/year of experience plus 25 per cent. Such Employees shall not be entitled to the benefit of the following clauses: clause 38.2(b), Annual Leave, Personal/Carers Leave, Compassionate Leave (except as provided by clause 47), Professional Development, Long Service Leave or Parental Leave (except as provided for in Clause 55), Public Holidays or other paid absences from duty.
- 21.3** If, after discussions and agreement with the relevant Employee, the mode of employment or classification of the Employee is altered, the Employer will provide written confirmation to the Employee.

22 Casual Conversion

- 22.1** Where a casual Employee has worked shifts on a regular and systematic basis over a period of 26 weeks, the Employer and the Employee recognise that the Employee may be more properly classified as part-time or full-time.
- 22.2** The Employee will not be considered rostered on a regular and systematic basis where these shifts are replacing an employee absence (including but not limited to parental leave, long service leave, workers compensation leave, personal leave) or flexible work arrangement.
- 22.3** Either the Employer or the Employee has the right to request in writing the conversion to full-time or part-time employment and that request will not be unreasonably refused by either party.
- 22.4** Where such a conversion occurs, the Employee will be provided with a Letter of Appointment setting out the revised employment arrangements, including any period/s of casual employment with the Employer.

23 Fixed Term Employment

- 23.1** Fixed term employment will only be used for "true fixed term arrangements".
- 23.2** True fixed term arrangements include:
- (a) parental leave replacement;
 - (b) long term WorkCover replacement;
 - (c) long service leave replacement;
 - (d) special projects;

- (e) post-graduate training. And
- (f) time limited funding arrangements

24 Notice Provisions

- 24.1** Subject to this Agreement the Employer or an individual Employee, other than a casual, may terminate employment under this Agreement by mutual agreement or by giving a minimum of four weeks notice in writing or by payment or forfeiture of four weeks salary. The Employer must provide an additional week of notice to Employees over the age of 45 years with more than 2 years of service.
- 24.2** Where an Employee wishes to terminate employment this period may be reduced by mutual agreement. The Employer will not unreasonably withhold consent to a request for reduction of notice by a terminating Employee.
- 24.3** This shall not affect the ability of the Employer to terminate employment summarily for serious or wilful misconduct. In this event salary will be paid to point of dismissal.
- 24.4** In the case of a fixed-term Employee either the Employer or the Employee may terminate employment by giving one week's notice in writing or by payment or forfeiture of a week's salary
- 24.5** Where an Employee has given or has been given notice he or she shall continue in his or her employment until the date of expiration of such notice. Where an Employee gives notice as aforesaid and refuses to work or is absent from work without just cause or excuse the Employee shall be deemed to have abandoned his or her employment.
- 24.6** Provided that notice under this clause may be given or received by a combination of time notice or payment or forfeiture (as the case may be) in lieu.

25 Transition to Retirement

- 25.1** Employees aged 55 or over, who have indicated their intention to retire within the next five years from their employer may participate in a retirement transition arrangement.
- 25.2** Transition to retirement arrangements may be proposed and, where agreed, implemented as:
 - (a) A flexible working arrangement (see clause 16);
 - (b) An individual flexibility agreement (see clause 15);
 - (c) In writing between the parties; or
 - (d) Any combination of the above.
- 25.3** A transition to retirement arrangement may include but is not limited to:
 - (a) A Reduction of working hours, i.e. part time employment;
 - (b) A Job share arrangement;
 - (c) Working in a position at a lower status or rate of pay (which may include project based work, a secondment or a training/mentoring role); or
 - (d) Working remotely.
- 25.4** In addition to the above, an employee and their Manager may agree that an employee who wishes to transition to retirement can use accrued Long Service Leave and Annual

Leave for the purpose of reducing their working week but retaining their previous employment status.

- 25.5** Purchased Leave may also be available to assist an employee to transition to retirement in accordance with clause 46 (Purchased Leave).

PART D – WAGES

26 Once Off Lump Sum Payment

- 26.1** All full-time equivalent Employees will receive a once-off lump sum payment of \$2,000 (pro-rata for part-time Employees) payable following FWC approval of the Agreement.
- 26.2** For the avoidance of doubt casual Employees are excluded from the once off lump sum payment provided in this clause.
- 26.3** The once off lump sum payment specified in clause 26.1 above will be payable to all eligible Employees employed by Employers on or after the First Full Pay period following 1 July 2018.

27 Remuneration

- 27.1** Employees under this Agreement shall be paid no less than the appropriate wage set out in **Appendix Three** for the relevant classification.
- 27.2** Salary progression within salary levels, or from one level to the next, will be based on assessed performance, in accordance with Clause 66
- 27.3** This Agreement provides for the following increases to existing salary rates:

| Date of effect (First Full Pay Period on or After) | Percentage increase |
|----------------------------------------------------|---------------------|
| 1 July 2018 | 6% |
| 1 July 2019 | 6% |
| 1 July 2020 | 3% |
| 1 July 2021 | 3% |

The rates payable to Employees are shown in **Appendix Three**.

- 27.4** The salary rates provided in **Appendix Three** are inclusive of annual leave loading. Authorised overtime is compensated separately.

28 Effect of Wage Increases

It is agreed that the terms and conditions of employment (incl. the rates of pay) as set out in this Agreement are the minimum terms for Employees working in the classifications covered by this Agreement. Where pre-existing local arrangements with regard to the wage rates paid to an individual Employee have already been entered into at the local level which result in an Employee receiving a greater benefit than the minimum rates provided in **Appendix Three** of this Agreement, then the above wage increases may be absorbed into those above agreement payments, provided that such absorption does not result in the Employee receiving less than the minimum rate provided in **Appendix Three** of this Agreement.

29 Payment

- 29.1** Salary will be paid fortnightly to the financial institution account of each Employee
- 29.2** On or after each payday the Employer shall advise each Employee in writing of gross salary entitlement for the pay period, deductions authorised by law and by the Employee and the net amount of payment
- 29.3 Recovery of overpayment**
- In the event of overpayment the Employer may recover this by instalments of up to 10% of gross salary until the overpayment has been rectified. Prior to recovery of an overpayment the Employer will discuss the time period for recovery with the relevant employee.

30 Superannuation

- 30.1** The subject of superannuation is dealt with extensively by federal legislation which prescribes the obligations and entitlements regarding superannuation. This clause is ancillary to and supplements those provisions. This clause does not apply to an Employee who is a member of a Victorian exempt public sector superannuation scheme.
- 30.2** The Employer shall make superannuation contributions to the Fund. 'The Fund' for the purpose of this Agreement shall mean:
- (a) Health Employees Superannuation Trust of Australia ('HESTA') established and governed by a trust deed 23 July 1987, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto.
 - (b) Health Super (a division of First State Superannuation Scheme), or
 - (c) Any other complying fund upon request and with the consent of the Employer.
- 30.3** Upon commencement of employment, the Employer shall make available the membership forms for the funds at 30.2(a) and 30.2(b) and shall forward the completed membership forms to the Employee's choice of fund within 28 days. In the event that the Employee has not completed an application form within 28 days, the Employer shall forward contributions and Employee details to Health Super.
- 30.4 Absence from work**
- (a) **Paid leave**
- Subject to the rules of the relevant superannuation fund of which the employee is a member, superannuation contributions shall continue whilst a member of the fund is absent on paid leave such as annual leave, paid parental leave, long service leave, public holidays, jury service, personal/carers leave and compassionate leave.
- (b) **Unpaid leave**
- Superannuation contributions shall not be required to be made in respect of any absence from work without pay.
- (c) **Work related injury and illness**
- Subject to the rules of the relevant superannuation fund of which the employee is a member, superannuation contributions shall continue whilst a member of the fund is absent due to a work related injury or illness provided that the employee is receiving workers compensation payments or is receiving regular payments

directly from the employer in accordance with the statutory requirements; and the employee is receiving accident make-up pay in accordance with the **Accident Make-Up Pay clause 32**

31 Salary Packaging

- 31.1** By agreement with the Employee, the current rate of pay specified in this Agreement may be salary packaged in accordance with the Employer's Salary Packaging policy.
- 31.2** It is the intention of the Employer, as far as possible, that the Employer maintains a worthwhile salary packaging program for all Employees. However if legislative or other changes have the effect of increasing the cost of packaging to the Employer, the Employee participating in packaging shall either pay these costs or the Employer or the Employer shall cease the arrangement.

32 Accident Make-up Pay

32.1 Entitlement to accident make-up pay

- (a) The Employer shall pay an Employee accident make-up pay where the Employee receives an injury for which weekly payments of compensation are payable by or on behalf of the Employer pursuant to the provisions of the Workplace Injury Rehabilitation and Compensation Act 2013.
- (b) Accident make-up pay means a payment of an amount being the difference between the weekly amount of compensation paid to the Employee pursuant to the Workplace Injury Rehabilitation and Compensation Act 2013 and the Employee's ordinary rate of pay or where the incapacity is for a lesser period than one week, the difference between the amount of such compensation and the rate of pay for that period.
- (c) The Employer shall pay or cause to be paid make-up pay during the incapacity of the Employee within the meaning of the Workplace Injury Rehabilitation and Compensation Act 2013. Such payment shall not be paid:
 - (i) In excess of a continuous period of 39; or
 - (ii) In excess of an aggregate period of 39 weeks in respect of a particular injury or incapacity;
 - (iii) Without the approval of the Employer.

32.2 Obligation to pay

The Liability of the Employer to pay make-up pay in accordance with this clause shall arise as at the date of the injury or accident in respect of which compensation is payable and the termination of the Employee's employment for any reason during the period of incapacity shall in no way affect the liability of the Employer to pay makeup pay as provided in this clause.

32.3 Lump sum payment

In the event that the Employee receives a lump sum in redemption of weekly payments under the Workplace Injury Rehabilitation and Compensation Act 2013, the liability of the employer to pay make-up pay in relation to that injury shall cease from the date of such redemption.

32.4 Repayment of accident make-up pay

The Employee shall repay any payments made in settlement of a claim for civil damages in connection with the injury to the extent that the judgement or settlement specifically compensates the injured Employee for make-up payments made under this clause.

32.5 Return to work

Where an Employee is off duty as a result of an injury or accident for which the Employer is liable for make-up pay under this clause, such Employee shall be entitled to return to duty on alternate duties should the Employee's treating medical practitioner so recommend for the purposes of rehabilitation, and provided suitable work is available without prejudice to other Employees.

32.6 Injuries incurred prior to proclamation of Accident Compensation Act

For an injury incurred prior to the proclamation of the Workplace Injury Rehabilitation and Compensation Act 2013 reference to that Act shall be deemed to be references to the Accident Compensation Act.

33 Over Agreement Payments

Individual Employers and their Employees may discuss the application of an over Agreement payment on an individual basis. Any discussion about such payment would be undertaken with the operational capacities and funding capabilities in mind. If mutual agreement is reached then this agreement will be reduced in writing and provided to the parties. For the avoidance of doubt, should mutual agreement not be reached, the dispute resolution clause will have no effect on this clause.

PART E – ALLOWANCES AND REIMBURSEMENTS

34 Expenses

Authorised expenses, including radiation use licence fees, incurred by an Employee shall be reimbursed in accordance with the Employer's Expenses Policy

35 Higher Duties

- 35.1** Employees, who are required to undertake higher duties than the Employee's ordinary classification for a period of five consecutive days or greater will be entitled to the payment of a higher duties allowance.
- 35.2** The higher duties allowance will be calculated commensurate with the proportion of the higher duties required to be completed.
- 35.3** The replacement duties may be completed by multiple part time employees each assuming the duties in accordance with a job share arrangement.

36 Time limit on Higher Duties

- 36.1** Where an Employee has been performing higher duties due to a vacancy (there is no incumbent in the role) for a continuous period of 12 months, they will be permanently appointed to the role unless the Employee requests otherwise in writing.
- 36.2**

37 Gowns

Each Employee shall, subject to this clause, be supplied with sufficient suitable and serviceable gowns which shall be laundered at the expense of the Employer.

PART F – HOURS OF WORK AND RELATED MATTERS

38 Hours of Work

38.1 Subject to this clause, ordinary hours of a full-time Employee shall be 38 per week worked on such days as are mutually agreed.

38.2 Ordinary hours

Ordinary hours may be worked as required:

| | |
|-------------------|------------------|
| Monday – Friday | 7:00am – 10:00pm |
| Saturday - Sunday | 8:00am – 10:00pm |

- (a) The hours and days of work for an Employee shall be negotiated and in the event that mutual agreement cannot be obtained, the hours and days of Employees shall be as prescribed by the Employer.
- (b) Provided that no Employee shall be directed to work more than 8 hours per day, without compensation for overtime.

38.3 Shift Work

- (a) In addition to any other rates prescribed elsewhere in this Agreement, an Employee whose rostered hours of ordinary duty finish between 6.00 p.m. and 8.00 a.m. or commence between 6.00 p.m. and 6.30 a.m. shall be paid an amount equal to 2.5% of the weekly base rate of pay for the Employee Level 3, sub-point 2 (Level 3b) per rostered period of duty.
- (b) Provided further that in the case of an Employee who, at the direction of the Employer, changes from working on one shift to working on another shift the time of commencement of which differs by four hours or more than from that of the first shall be paid an amount equal to 4 percent of an Employee Level 3, sub-point 2 (Level 3b) on the occasion of each such change in addition to any amount payable under clause 38.3(a).
- (c) By agreement with the Employer an Employee may swap a rostered shift (s) with another employee. A request for shift swapping shall not be unreasonably refused by the Employer.

38.4 Saturday and Sunday Work

- (a) All rostered time of ordinary duty performed between midnight on Friday and midnight on Sunday shall be paid for the at rate of time and a half.
- (b) Provided that the following rate of payment shall be made where the Saturday or Sunday duty involves work in excess of the prescribed rostered hours – double time for the excess period.

38.5 Ordinary hours may, by mutual agreement, be worked as an average of 38 hours per week or an average of 76 hours per fortnight or an average of 152 hours per four week period.

38.6 An Employee may, with the agreement of the Employer, work make up time under which the Employee takes time off during their ordinary hours and works those hours at

ordinary time rate at a later mutually agreed time or times. Any agreement on make-up time shall be in writing and retained on the Employee's personal file.

- 38.7** For the purpose of this clause the working week shall commence at midnight on a Sunday.

39 Meal Breaks and Tea Breaks

- 39.1** An employee who works in excess of five hours shall be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes. The time of taking the meal break may be varied by agreement between the Employer and the Employee.
- 39.2** Every employee will be entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between the Employer and the Employee. Subject to agreement between the Employer and employee, such break may alternatively be taken as one 20 minute tea break. Tea breaks count as time worked.

40 Overtime

- 40.1** Payments of overtime performed will only occur with the prior approval of the Employer.
- 40.2** An authorised Employee of the Employer who has delegated authority to approve such expenditure must give approval for overtime.
- 40.3** At the direction of the Employer authorised work in excess of 38 hours in any week, or in excess of 8 ordinary hours in any one day, except where averaged in accordance with clause 38 shall be time and a half for the first two hours and double time thereafter. Alternatively, by mutual agreement, overtime may be compensated by time off in lieu of payment for overtime. Time off in lieu shall be taken at a mutually agreed time or times and shall be based on the overtime rate.
- 40.4** In circumstances where it is agreed that the employee will be compensated by Time Off in Lieu the employee may opt to accumulate up to 5 days additional leave to be taken at a mutually convenient time. Provided that any unused leave at the end of a calendar year is to be paid at the overtime rate.

41 On-call/Recall

- 41.1** Where a clinician other than an Employee (being a Dental Therapist, Oral Health Therapist or Dental Hygienist) is rostered for duty and those duty hours are outside the ordinary hours of the Employee, then the Employer will confer with the Employee and may require the Employee to be on-call.
- 41.2** An Employee who is rostered to be on-call shall be paid an allowance equal to 10% of their ordinary time hourly rate in respect of each on-call period.
- 41.3** An on-call attendance by an Employee under this clause may be by telephone, (extending beyond 15 minutes per call), or by personal attendance to the clinician/patient.
- 41.4** An Employee may be recalled to duty outside their ordinary hours to attend to a serious accident or emergency at the request of the Employer.
- 41.5** An Employee who, pursuant to this clause, attends an on-call or who is recalled to duty shall be compensated by payment at the rate of time and a half their ordinary time rate for the first two hours and double time thereafter or, by mutual agreement, by time off in

lieu of such payment. Time off in lieu shall be taken at a mutually agreed time and shall be based on the overtime penalty rates as prescribed by Clause 40.3 of this Agreement.

42 Workload

42.1 The Employer acknowledges the benefits to both the organisation and individual employees gained through employees having a balance between both their professional and family life.

42.2 The Employer further recognises that the allocation of work must include consideration of the employee's hours of work, health, safety and welfare. Work will be allocated so that there is not an allocation that routinely requires work to be undertaken beyond an employee's ordinary hours of work. However, the Employer may require the employee to work reasonable overtime where:

- (a) such work is unavoidable because of work demands and reasonable notice of the requirement to work overtime is given by the Employer; or
- (b) where, due to an emergency, it has not been possible to provide reasonable notice.

42.3 Where overtime is required the provisions of clause 40 (Overtime) shall apply.

42.4 In the event that particular workload or staffing issues are identified at individual health care facilities or services the Employer agrees to consult with employees and their nominated representatives in relation to such matters.

42.5 Staffing

The employer will ensure that it is sufficiently staff and resourced so as to enable each employee to:

- (a) perform all aspects of their role/position during their ordinary hours;
- (b) take rest intervals and meal breaks provided by this Agreement; and
- (c) take leave provided for by this Agreement.

42.6 Allocation of work

The Employer will allocate work to each employee so that they can perform all aspects of their position during their ordinary hours of work, including but not limited to:

- (a) clinical duties including peer review;
- (b) administrative and clerical duties;
- (c) managerial/supervisory duties;
- (d) educational duties; and
- (e) attending meetings.

43 Right of Private Practice

- 43.1** Nothing in this Agreement shall prohibit the employer and the employee from entering into private practice arrangements or contracts.
- 43.2** This Agreement will not cover the terms and conditions of any private practice arrangements or contracts. Additional private practice arrangements are in sub clause 43.3 of this Agreement.
- 43.3** An Employee may make written application to the Employer to engage in private practice. Approval will be in accordance with the Employer's Private Practice agreement as amended from time to time. Provided that an Employee does not perform work outside his/her principal employment such that it would result in an overall excessive or unsafe work pattern for the Employee. The Employer confirms its responsibility not to roster or arrange work hours such that an excessive or unsafe work pattern for the Employee exists at the Employer's place of work.

PART G – PUBLIC HOLIDAYS, LEAVE AND RELATED MATTERS

44 Public Holidays

44.1 Where the nature of the employment of Employees permits the observance of public holidays as they occur, Employees (other than casual Employees) shall be entitled to public holidays as prescribed by this clause without loss of pay.

44.2 The public holidays to which this clause applies are the days determined under Victorian law as public holidays in respect of the following occasions:

- (a) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Queen's Birthday, Labour Day and Melbourne Cup Day.
- (b) Any additional public holiday declared or prescribed in Victoria or a locality in respect of occasions other than those set out in **clause 44.2(a)**.
- (c) When Christmas Day is a Saturday or a Sunday, a holiday in lieu shall be observed on 27 December;
- (d) When Boxing Day is a Saturday or a Sunday, an additional holiday shall be observed on 28 December;
- (e) When New Year's Day is a Saturday or a Sunday, an additional holiday shall be observed on the next Monday;
- (f) When Australia Day is a Saturday or a Sunday, a holiday in lieu shall be observed on the next Monday;

44.3 Melbourne Cup Day Substitution

Where, outside the Melbourne Metropolitan area, a public holiday is proclaimed in that municipality for the observance of local events, that day will be observed as a public holiday in lieu of Melbourne Cup Day.

44.4 Substitution of Public Holiday

- (a) An Employer and his or her Employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected Employees shall constitute agreement. Any such arrangement shall be recorded in writing and be available to every affected Employee.
- (b) An Employee may by agreement with his or her Employer substitute another day for any prescribed in this clause to observe religious or cultural occasions or like reasons of significance to the Employee.

45 Annual Leave

- 45.1** Employees, other than casual Employees, are entitled to four weeks' paid annual leave per annum. Such leave accrues for each four week period of continuous service. Entitlements for part-time Employees will be calculated on a pro rata basis. Annual Leave shall be exclusive of the Public Holidays provided for in this Agreement.
- 45.2** Full-time and part-time Employees shall take annual leave subject to operational requirements unless otherwise agreed by the Employer. An Employee who has accrued annual leave shall give the Employer 4 weeks notice of his/her intention of taking annual leave.
- 45.3** A 17.5% annual leave loading (capped to a rate of for Employees at Level 3, sub point 2 (Level 3b) has been built in to the salary rates provided for in **Appendix Three** of this Agreement and is paid progressively during the year.
- 45.4** In the event of termination of employment the value of accrued, untaken annual leave (less annual leave taken in advance) shall be paid to the Employee immediately after termination.
- 45.5** Where annual leave has not been taken within 2 years of accrual, the Employer may, on at least two weeks written notice, direct the Employee to take up to two weeks of their annual leave accrual, provided that the Employer considers any proposal of the Employee to take leave.
- 45.6** Where an Employer closes one or more of its operations for Christmas/New Year each year, and provides not less than 4 weeks written notice to affected Employees, the Employees will have the option of applying for Annual Leave, Long Service Leave, Time in Lieu or in the event of insufficient Annual Leave or Time in Lieu credits, Leave Without Pay for this period.
- 45.1** The Employer will consider a request by an Employee to continue working during the Christmas/New Year period if the Employee wishes to accumulate their leave for a special purpose or has caregiving responsibilities which necessitate the taking of their Annual Leave at another time. Such a request shall not be unreasonably refused.
- 45.2 Accrual**
- To assist Employees in balancing their work and family responsibilities, by agreement between the Employer and the Employee, annual leave may be taken at any time within a period of 24 months from the date at which it falls due.
- 45.3 Single day absences**
- To assist Employees in balancing their work and family responsibilities, an Employee may elect, with the consent of the Employer, to take annual leave in single periods not exceeding ten days in any calendar year at a time or times agreed between them.

46 Purchase Leave

- 46.1** An Employee may, by agreement with the Employer, purchase leave and work between 44 weeks and 51 weeks per year.
- 46.2** Where the Employer and an Employee agree to a reduction in the number of working weeks the Employee will receive additional leave as follows:

| | | |
|-------------|--------------------------|-------------------|
| 44/52 weeks | Additional 8 weeks leave | 12 weeks in total |
| 45/52 weeks | Additional 7 weeks leave | 11 weeks in total |

| | | |
|-------------|--------------------------|-------------------|
| 46/52 weeks | Additional 6 weeks leave | 10 weeks in total |
| 47/52 weeks | Additional 5 weeks leave | 9 weeks in total |
| 48/52 weeks | Additional 4 weeks leave | 8 weeks in total |
| 49/52 weeks | Additional 3 weeks leave | 7 weeks in total |
| 50/52 weeks | Additional 2 weeks leave | 6 weeks in total |
| 51/52 weeks | Additional 1 weeks leave | 5 weeks in total |

46.3 The Employee will receive a salary equal to the period worked spread over a 52 week period.

46.4 An Employee may revert to ordinary 52 week employment by giving the Employer no less than four weeks written notice. Where an Employee reverts to 52 week employment, appropriate pro-rata salary adjustments will be made.

47 Personal/Carer's Leave

47.1 Full-time Employees shall be entitled to 12 days paid personal leave per annum because the Employee is not fit for work because of a personal illness or injury affecting the Employee. Regular part-time Employees shall be entitled to pro rata personal leave based on the proportion their regular hours bear to full-time hours. Untaken personal leave shall be cumulative.

47.2 To be entitled to personal leave, an Employee shall advise an authorised Employee of the Employer as soon as practicable of the absence before the time for which he/she is rostered to attend for duty and provide such verification as the Employer reasonably requires. In any one year of service with the Employer and subject to this clause an Employee may take three personal leave occasions which shall not require third party certification;

47.3 An Employee absent on personal leave either side of a public holiday, shall provide such verification as the Employer reasonably requires.

47.4 Where a period during which an Employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave), the Employee is taken not to be on paid annual leave for the period of that other leave of absence. In which case the number of days specified in the Medical Certificate or other reasonable evidence shall be deducted from any sick leave entitlement and shall be re-credited to the staff members annual leave entitlement. Pro-rata entitlements apply to part-time staff.

48 Carer's leave for employees other than casual employees

48.1 Definitions

(a) Immediate family or household

The entitlement to Carer's leave under **clause 48** is subject to the periods in respect of whom the leave is taken being either

(i) A member of the Employee's immediate family; or

(ii) A member of the Employee's household

(b) The term **immediate family** includes;

- (i) A spouse (including a former spouse, a de facto spouse, and a former de facto spouse) of the Employee. A de facto spouse means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a bona fide domestic basis (whether the Employee and the person are of the same or different sexes);
- (ii) A child or an adult child (including an adopted child, a stepchild, or an ex nuptial child) parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.

48.2 Personal leave to care for an immediate family or household member

- (a) An Employee is entitled to use personal/carer's leave, including accrued leave, each year to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency, subject to the conditions set out in this clause.
- (b) Leave granted in accordance with **clause 48.2(a)** is subject to established notice requirements and evidence requirements for leave taken to care for members of the Employee's immediate family or household who are sick and require care and support. When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the Employee must, if required by the Employer, establish by production of documentation acceptable to the Employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.

48.3 Unpaid personal leave

- (a) Where an Employee has exhausted all paid personal/carer's leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The Employer and the Employee shall agree on the period. In the absence of agreement, the Employee is entitled to take up to two days per occasion, provided the requirements of **clause 48.2(b)** are met.
- (b) Leave granted in accordance with **clause 48.3(a)** is subject to established notice requirements and evidence requirements for leave taken to care for members of the Employee's immediate family or household who are sick and require care and support. When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the Employee must, if required by the Employer, establish by production of documentation acceptable to the Employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.

49 Fitness for Work

49.1 Fit for Work

- (a) The Employer is responsible for providing a workplace that is safe and without risk to health for Employees, so far as is reasonably practicable.
- (b) Each Employee is responsible for ensuring that they are fit to perform their duties without risk to the safety, health and well-being of themselves and others within the workplace. This responsibility includes compliance with reasonable measures

put in place by the Employer and any related occupational health and safety requirements.

- (c) In the event the Employee's manager forms a reasonable belief as defined at subclause 49.1(d) below that an Employee may be unfit to perform their duties, the manager will discuss their concerns with the Employee in a timely manner to promote physical, mental and emotional health so that employees can safely undertake and sustain work.
- (d) In this clause **reasonable belief** means a belief based on sufficient evidence that supports a conclusion on the balance of probabilities.
- (e) In this clause treating medical practitioner may, where relevant, also include programs such as the Nursing and Midwifery Health Program Victoria, or a psychologist.
- (f) The Employer will:
 - (i) take all reasonable steps to give the Employee an opportunity to answer any concerns;
 - (ii) recognise the Employee's right to have a representative, including a Union representative, at any time when meeting with the Employer;
 - (iii) genuinely consider the Employee's response with a view to promoting physical, mental and emotional health so that employees can safely undertake and sustain work; and
 - (iv) take these responses into account in considering whether reasonable adjustments can be made in order that the employee can safely undertake and sustain work.
- (g) Where, after discussion with the Employee, the Employer continues to have a reasonable belief that the Employee is unfit to perform the duties, the Employer may request the Employee's consent to obtain a report from the Employee's treating medical practitioner regarding the Employee's fitness for work. The Employee will advise the Employer of the Employee's treating medical practitioner, and the Employer will provide to the Employee, in writing, the concerns that form the basis of the reasonable belief to assist and a copy of any correspondence to the Employee's treating medical practitioner.
- (h) The Employee will provide a copy of the report to the Employer.
- (i) The Employer and Employee will meet to discuss any report.
- (j) If, on receipt of the report, the Employer continues to have a reasonable belief that the Employee is unfit for duty, or the Employee does not provide a report from the treating medical practitioner, the Employer may require the Employee to attend an independent medical practitioner.
- (k) Where the Employee attends a medical practitioner under either subclauses 49.1(g) or 49.1(j) above:
 - (i) the Employee will be provided with a copy of any correspondence sent to the medical practitioner and any resulting report;
 - (ii) the Employer will pay for the cost of the appointment and report
- (l) Nothing in this clause prevents an Employer from taking any reasonable step to ensure a safe work environment.

49.2 Adjustments

- (a) Where Employees have a disability (whether permanent or temporary) the Employer is required to make reasonable adjustments to enable the Employee to continue to perform their duties, subject to subclause 49.2(b) below.
- (b) An Employer is not required to make reasonable adjustments if the Employee could not or cannot adequately perform the genuine and reasonable requirements of the employment even after the adjustments are made.
- (c) **Definitions**
 - (i) **Disability** has the same meaning as section 4 of the EO Act and includes:
 - (A) total or partial loss of a bodily function; or
 - (B) presence in the body of organisms that may cause disease;
 - (C) total or partial loss of a part of the body; or
 - (D) malfunction of a part of the body including a mental or psychological disease or disorder or condition or disorder that results in a person learning more slowly than those without the condition or disorder.
 - (ii) **Reasonable adjustments** has the same meaning as section 20 of the EO Act and requires consideration of all relevant facts and circumstances including:
 - (A) the employee's circumstances, including the nature of the disability;
 - (B) the nature of the Employee's role;
 - (C) the nature of the adjustment required to accommodate the Employee's disability;
 - (D) the financial circumstances of the Employer;
 - (E) the size and nature of the workplace and the Employer's business;
 - (F) the effect on the workplace and the Employer's business of making the adjustment including the financial impact, the number of persons who would benefit or be disadvantaged and the impact of efficiency and productivity;
 - (G) the consequences for the Employer in making the adjustment,
 - (H) the consequences for the Employee in not making the adjustment.

50 Bereavement/Compassionate Leave

- 50.1** An Employee (other than a casual Employee) is entitled to a period of 2 days leave per occasion without loss of pay to act as a carer or to visit a member of the Employee's immediate family or household (as defined in clause 48.1 above) who is ill with a life threatening illness or injury or after the death of a member of the Employee's immediate family or household
- (a) The Employee is entitled to compassionate leave only if the Employee gives the Employer any evidence that the Employer may reasonably require of the illness, injury, or death.
 - (b) An Employee may take unpaid bereavement leave by agreement with the Employer.

51 Casual Employment–Caring Responsibilities & Compassionate Leave

- 51.1** Subject to established notice requirements and evidence requirements for bereavement leave or leave taken to care for members of the Employee's immediate family or household who are sick and require care and support, casual Employees are entitled to not be available to attend work, or to leave work:
- (a) if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
 - (b) upon the death of an immediate family or household member.
- 51.2** The Employer and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to two days per occasion. The casual Employee is not entitled to any payment for the period of non-attendance.
- 51.3** An Employer must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not to engage a casual Employee are otherwise not affected.

52 Family Violence Leave

NOTE: Family member is defined in section 8 of the Family Violence Protection Act 2008 (Vic) and is broader than the definition of immediate family in clause 4 (Definitions).

- 52.1** Each Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, each Employer is committed to providing support to staff that experience family violence.
- 52.2** The Employer will develop guidelines to supplement this clause which details the appropriate action to be taken in the event that an employee discloses family violence.
- 52.3 Definitions**

In this Agreement, 'Family Violence' has the same meaning as the Family Violence Protection Act 2008. Under that Act, 'Family Violence' is defined, in part, as:

- (a) behaviour by a person towards a family member of that person if that behaviour:
 - (i) is physically or sexually abusive; or
 - (ii) is emotionally or psychologically abusive; or
 - (iii) is economically abusive; or
 - (iv) is threatening; or
 - (v) is coercive; or
 - (vi) in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person; or
- (b) behaviour by a person that causes a child to hear or witness, or otherwise be exposed to the effects of, behaviour referred to in subclause (a) above.
- (c) 'affected Employee' means an employee experiencing family violence as defined.

52.4 Leave

- (a) An affected Employee will have access to 20 days per year of paid special leave (pro rata for part time Employees) where the employee requires time release for activities related to and as a consequence of family violence including:
 - (i) medical and legal assistance;
 - (ii) court appearances;
 - (iii) counselling (including financial counselling);
 - (iv) relocation;
 - (v) making safety arrangements.
- (b) An Employee who supports a family member or household member experiencing Family Violence may also utilise their personal leave entitlement to accompany the family member or household member to court, to hospital, or to care for children.
- (c) The leave is unpaid for a casual.
- (d) The leave may be taken as consecutive or single days or as a fraction of a day.
- (e) The leave does not accumulate from year to year.

52.5 Designated contact point

Employers will have at least one designated contact point (which may be a human resources employee) for family violence matters. The designated contact point(s) will receive training in handling disclosures of family violence that will include privacy issues. Employees will be advised of the designated contact point(s).

52.6 Disclosure of Family Violence and Support

- (a) An affected Employee may disclose they are experiencing family violence to either their immediate supervisor or the designated contact point.
- (b) Where an affected Employee makes a disclosure to their immediate supervisor, the supervisor will advise the designated contact point.
- (c) Following consultation with the affected Employee, the relevant supervisor and designated contact point shall:
 - (i) Implement reasonable measures to manage any potential risk to health and safety. Such measures may include:
 - (A) changing the affected Employee's hours of work, duties, location of work or contact details;
 - (B) advising security staff consistent with the Employer's occupational violence policy where applicable;
 - (C) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

Changes to work arrangements may be agreed on a temporary or ongoing basis having regard to the circumstance. Periods of review should also be agreed.
 - (ii) Where possible, offer the affected Employee access to the Employer's 'Employee Assistance Program' (EAP) and/or other available local support resources. The EAP will include professionals trained in family violence.

- (iii) Provide information regarding current support services.
- (d) Where the performance or attendance of an employee at work suffers as a result of being a victim of family violence, the Employer shall:
 - (i) take into account the effect of the family violence; and
 - (ii) take all reasonable measures to support attendance and / or performance when addressing the employee's performance or attendance, taking into account all of the relevant circumstances.

52.7 Confidentiality

All personal information concerning family violence will be kept confidential in line with the Employer's policies and relevant legislation.

52.8 Notice and Evidence Requirements

(a) Notice requirements

The leave can be taken without prior approval where it is impractical for the employee to provide the notice of taking the leave.

(b) Evidence requirements

- (i) An employee may be required by the Employer to provide evidence that their absence is due to the reasons specified in **clause 52.4(a) or 52.4(b)**.
- (ii) If required, such evidence will be in the form of an agreed document issued by a medical practitioner, registered health practitioner, Police service, Court, Family Violence Support Service, social support service, financial counsellor or Lawyer or, where reasonable, a statutory declaration may be used.

53 Pre-natal Leave

- 53.1** An Employee required to attend pre-natal appointments or parenting classes that are only available or can only be attended during the Employee's ordinary rostered shift may, subject to the provision of satisfactory evidence of attendance, access his or her personal leave credit.
- 53.2** The Employee must give the Employer prior notice of the Employee's intention to take such leave.

54 Pre-adoption leave

- 54.1** An Employee 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.
- 54.2** The Employee and the Employer should agree on the length of the unpaid leave.
- 54.3** Where agreement cannot be reached, the Employee is entitled to take up to two days unpaid leave.
- 54.4** Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.

55 Parental Leave

55.1 This clause is structured as follows:

- (a) Definitions: 55.2
- (b) Long parental leave – unpaid : 55.3
- (c) Short parental leave – unpaid: 55.4
- (d) Paid parental leave: 55.5
- (e) Notice provisions and commencement – maternity leave: 55.6
- (f) Notice provisions and commencement – partner leave: 55.7
- (g) Notice provisions and commencement – adoption leave: 55.8
- (h) Special maternity leave: 55.9
- (i) Variation to period of parental leave up to 12 months: 55.10
- (j) Right to request extension of period of parental leave beyond 12 months: 55.11
- (k) Parental leave and other leave entitlements: 55.12
- (l) Transfer to a safe job: 55.13
- (m) Returning to work after a period of parental leave: 55.14
- (n) Replacement Employees: 55.15
- (o) Communication during parental leave: 55.16
- (p) Keeping in touch days: clause 55.17

Provisions associated with parental leave are also included in this Agreement. Specifically, prenatal leave at 53, flexible work arrangements which includes the right to request to return from parental leave on a part time basis at **clause 16** and leave to attend interviews and examinations relevant to adoption leave at **clause 54**.

55.2 Definitions

For the purposes of this clause:

- (a) **Child** means:
 - (i) a child of the Employee under school age; or
 - (ii) a child under 16 who is placed with the Employee for the purposes of adoption, other than a child or step-child of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the Employee for a period of six months or more.
- (b) **Continuous Service** has the same meaning as in **clause 57**– Long service leave and includes continuous service with one and the same Employer or service with Institutions or Statutory Bodies (as defined at 57.9) in accordance with the provisions of that clause, and includes any period of employment that would count as service under the Act.
- (c) **Employee** for the purposes of **clause 55** means an Employee who has at least 12 months continuous service (as defined) and is not a casual Employee.
- (d) Long Parental leave means the 52 weeks' parental leave an Employee may take under clause 55.3. A person taking long parental leave under clause 55.3 (whether as maternity, partner or adoption leave) is the primary carer for the purpose of this clause.

- (e) Short Parental Leave means the up to 8 weeks concurrent parental leave an Employee who will not be the primary care giver of a child may take under clause 55.4.
- (f) Spouse includes a de facto, former spouse and same-sex partner save that spouse does not include a former spouse in relation to **clause 55.10 – Adoption Leave**.

55.3 Long Parental Leave - Unpaid

- (a) An Employee as defined at 55.2 is entitled to 12 months parental leave if:
 - (i) the leave is associated with:
 - (A) the birth of a child of the Employee or the Employee's spouse (as defined) or de facto partner; or
 - (B) the placement of a child with the Employee for adoption; and
 - (ii) the Employee has or will have responsibility for the care of the child.
- (b) Except as provided at **clause 55.4 (Short Parental leave – unpaid)**, Parental leave is to be available to only one parent at a time in a single unbroken period.
- (c) Each member of an Employee couple may take a separate period of up to 12 months of unpaid parental leave. An Employee couple includes a couple where one person is an Employee of the Employer and the other person is an Employee at a different organisation.

55.4 Short Parental leave - unpaid

An Employee who will not be the primary care giver of a child may take up to 8 weeks concurrent parental leave with the parent who will be the primary care giver. The concurrent parental leave may be taken in separate periods but, unless the Employer agrees, each period must not be shorter than 2 weeks.

55.5 Paid Parental Leave

- (a) An Employee, other than a casual Employee, who has an entitlement to unpaid parental leave shall be entitled to the following:
 - (i) In the case of the primary care giver at the time of the birth, 12 weeks paid parental leave;
 - (ii) In the case of the non-primary care giver at the time of the birth, 1 week paid parental leave.
- (b) Paid parental leave is in addition to the Commonwealth Government paid parental leave scheme. The Employer and Employee may reach agreement as to how the paid parental leave under this Agreement is paid. For example, such leave may be paid in smaller amounts over a longer period, consecutively or concurrently with any Commonwealth Government scheme and may include a voluntary contribution to superannuation. Such agreement shall be in writing and signed by the parties. The Employee will nominate a preferred payment arrangement at least four weeks prior to the expected date of delivery. In the absence of agreement, such leave shall be paid during the ordinary pay periods corresponding with the period of the leave.
- (c) The paid parental leave prescribed by this clause shall be concurrent with the unpaid entitlement prescribed by the NES / this Agreement. For the avoidance of doubt, an Employee is only entitled to one paid parental leave payment as prescribed at clause 55.5(a) for each birth or placement resulting in parental leave under this clause.

- (d) The Employer shall make a superannuation contribution on the paid parental leave at clause 55.5(a) above, equivalent to that required by relevant legislation if such payments were deemed ordinary time earnings.

55.6 Notice provisions and commencement - Maternity leave

- (a) An Employee who proposes to take maternity leave must provide written notice to the Employer advising:
 - (i) of the expected date of birth - at least ten weeks (including a certificate from a registered medical practitioner stating that the Employee is pregnant) or otherwise as soon as practicable before the expected date of birth; and
 - (ii) the start and end dates of maternity leave - at least four weeks before the start, or otherwise as soon as practicable.
- (b) An Employee will not be in breach of this clause if failure to give the stipulated notice is because the birth occurred earlier than the presumed date or other unexpected circumstances.
- (c) Where requested by the Employer, the Employee must also provide a statutory declaration stating particulars of any period of partner (or like authorised) leave sought.
- (d) Subject to the limits on duration of parental leave set out in this Agreement and unless agreed otherwise between the Employer and Employee, an Employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- (e) Where an Employee continues to work within the six week period immediately prior to the expected date of birth, the Employer may require the Employee to provide a medical certificate stating that she is fit for work and, if so, whether it is inadvisable for her to continue in her present position because of illness or risks arising out of the Employee's pregnancy or hazards connected with the position.

55.7 Notice provisions and commencement - Partner leave

- (a) Short Parental Leave (partner)

An Employee who proposes to take short parental leave will:

 - (i) provide the Employer at least ten weeks' notice, or otherwise as soon as practicable, of the proposed period of partner leave, with a certificate from a registered medical practitioner which names his/her spouse (as defined), that states that she is pregnant and the expected date of birth; and
 - (ii) apply in writing for short parental leave as soon as reasonably practicable on or after the first day of the period of leave, stating the first and last days of the period.
- (b) Long Parental Leave (partner)
 - (i) An Employee who proposes to take long parental leave must provide written notice to the Employer advising:
 - (A) of the expected date of birth - at least ten weeks or otherwise as soon as practicable before the expected date of birth; and
 - (B) the start and end dates of the long parental leave - at least four weeks before the start, or otherwise as soon as practicable.
 - (ii) Where requested by the Employer, the Employee must also provide a statutory declaration stating the Employee will take that period of partner leave to become the primary care giver of a child and the particulars of any

period of maternity (or like authorised) leave sought or taken by his/her spouse.

- (c) An Employee will not be in breach of **clause 55.7** if the failure to give the required period of notice is because of the birth occurs earlier than expected, the death of the mother of the child or other unexpected circumstances. Application in such circumstances must be made as soon as reasonably practicable.

55.8 Notice Provisions and Commencement - Adoption leave

- (a) If a child who is to be adopted by an Employee is a relative of the Employee, and the Employee decides to take the child into custody pending the authorisation of the placement of the child with the Employee, the Employee must:
 - (i) give notice to the Employer as soon as reasonably practicable after the decision is made; and
 - (ii) give the notices required by **clause 55.8(b)** and **55.8(c)**, whichever is applicable.

Relative of an Employee means a grandchild, nephew, niece or sibling of the Employee or of the Employee's spouse.

- (b) **Short parental leave (adoption)**

An Employee will apply in writing for short parental leave no later than 14 days before the proposed day of placement of the child, or as soon as reasonably practicable where the Employee cannot comply with this requirement because of the day when the placement is expected to start or any other unexpected reason.

- (c) **Long Parental Leave (adoption)**

- (i) Where an Employee proposes to take long parental leave, he/she must provide notice to the Employer in advance of the expected date of commencement of adoption leave. The notice requirements are:
 - (A) of the expected date of placement - at least ten weeks, or otherwise as soon as practicable; and
 - (B) of the date on which the Employee proposes to commence adoption leave and the period of leave to be taken - at least four weeks, or otherwise as soon as practicable.
- (ii) Where requested by the Employer, the Employee must also provide a statutory declaration stating:
 - (A) that the Employee is seeking such leave to become the primary care-giver of the child;
 - (B) particulars of any period of adoption (or like authorised) leave sought or taken by the Employee's spouse; and
 - (C) that the child is a 'child' as defined above.
- (iii) The Employer may require an Employee to provide confirmation from the adoption agency of the placement.

- (d) Where the Employee cannot comply with the above notification requirements because of the day when the placement is expected to start changes or any other unexpected reason, the Employee shall apply for long parental leave (adoption) as soon as reasonably practicable.
- (e) Where Placement does not Proceed or Continue
 - (i) Where the placement of the child for adoption with an Employee does not proceed or continue, the Employee will notify the Employer immediately.

- (ii) Where the Employee had, at the time, started a period of adoption leave in relation to the placement, the Employee's entitlement to adoption leave is not affected, except by written notice under **clause 55.8(e)(iii)** below.
- (iii) The Employer may give the Employee written notice that, from a stated day no earlier than four weeks after the day the notice is given, any untaken long adoption leave is cancelled with effect from that day.
- (iv) Where the Employee wishes to return to work due to a placement not proceeding or continuing, the Employer will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.

55.9 Special maternity leave

- (a) Where the pregnancy of an Employee not then on maternity leave ends within 28 weeks of the expected date of birth, other than by the birth of a living child, then the Employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- (b) Where an Employee is suffering from an illness not related to the direct consequences of the pregnancy, an Employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- (c) Where an Employee not then on maternity leave suffers an illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work.

55.10 Variation of period of parental leave (up to 12 months)

- (a) Where an Employee takes leave under **clause 55.3** or **clause 55.11**, unless otherwise agreed between the Employer and Employee; an Employee may apply to the Employer to change the period of parental leave on one occasion. Any such change is to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in **clause 55.3** or **clause 55.11**.
- (b) If the Employer and Employee agree, the Employee may further change the period of parental leave.

55.11 Right to request an extension of period of parental leave beyond 12 months

- (a) An Employee entitled to parental leave pursuant to the provisions of **clause 54** may request the Employer to allow the Employee to extend the period of unpaid parental leave provided for in **clause 55.3** by a further continuous period up to 12 months immediately following the end of the available parental leave.
- (b) Request to be in writing
The request must be in writing and must be given to the Employer at least 4 weeks before the end of the available parental leave period.
- (c) Response to be in writing
The Employer must give the Employee a written response to the request stating whether the Employer grants or refuses the request. The response must be given as soon as practicable, and not later than 21 days, after the request is made.
- (d) Refusal only on reasonable business grounds
The Employer may only refuse the request on reasonable business grounds.
- (e) Reasons for refusal to be specified

If the Employer refuses the request, the written response must include details of the reasons for the refusal.

- (f) Employee couples

The Act contains additional requirements for employee couples.

55.12 Parental leave and other entitlements

An Employee may use any accrued annual leave or long service leave entitlements concurrently with parental leave, save that the total amount of leave shall not exceed 52 weeks or longer as agreed under **clause 55.11**.

55.13 Transfer to a safe job

- (a) Where an Employee is pregnant and, in the opinion of a registered medical practitioner, is fit for work but it is inadvisable for the Employee to continue at her present work for a stated period (the risk period) because of:
- (i) illness or risks arising out of the pregnancy, or
 - (ii) hazards connected with the position,
- the Employee must be transferred to an appropriate safe job if one is available for the risk period, with no other change to the Employee's terms and conditions of employment.
- (b) If:
- (i) **clause 55.13(a)** applies to a pregnant Employee but there is no appropriate safe job available; and
 - (ii) the Employee is entitled to unpaid parental leave; and
 - (iii) the Employee has complied with the notice and evidence requirements of **clause 55.6** for taking unpaid parental leave;
- then the Employee is entitled to paid no safe job leave for the risk period.
- (c) If the Employee takes paid no safe job leave for the risk period, the Employer must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the risk period.
- (d) This entitlement to paid no safe job leave is in addition to any other leave entitlement the Employee may have.

55.14 Returning to work after a period of parental leave

- (a) An Employee will endeavour to notify the Employer of their intention to return to work after a period of long parental leave at least four weeks prior to the expiration of the leave, or where that is not practicable, as soon as practicable.
- (b) An Employee will be entitled to return:
- (i) unless **clause 55.14(b)(ii)** or **55.14(b)(iii)** or **clause 55.14(c)** applies, to the position which they held immediately before proceeding on parental leave;
 - (ii) if the Employee was promoted or voluntarily transferred to a new position (other than to a safe job pursuant to **clause 55.13**, to the new position;
 - (iii) if **clause 55.14(b)** does not apply, and the Employee began working part-time because of the pregnancy of the Employee, or his or her spouse, to the position held immediately before starting to work part-time.
- (c) **Clause 55.14(b)(ii)** is not to result in the Employee being returned to the safe job to which the Employee was transferred under **clause 55.13**. In such circumstances, the Employee will be entitled to return to the position held immediately before the transfer.

- (d) Where the relevant former position (per **clauses 55.14(b)** and **55.14(c)** above) no longer exists, an Employee is entitled to return to an available position for which the Employee is qualified and suited nearest in status and pay to that of their pre-parental leave position.
- (e) The Employer must not fail to re-engage an Employee because:
 - (i) the Employee or Employee's spouse is pregnant; or
 - (ii) the Employee is or has been immediately absent on parental leave.

55.15 Replacement Employees

- (a) A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Employee proceeding on parental leave.
- (b) Before the Employer engages a replacement Employee the Employer must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced to return to their pre-parental leave position.

55.16 Communication during Parental leave

- (a) Where an Employee is on parental leave and the Employer makes a decision that will have a significant effect on the status, pay or location of the Employee's pre-parental leave position, or the Employer proposes a change will have a significant effect on the Employee, the Employer shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status, pay, location or responsibility level of the position the Employee held before commencing parental leave; and
 - (ii) provide an opportunity for the Employee to discuss any significant effect the change will have on the status, pay, location or responsibility level of the position the Employee held before commencing parental leave.
- (b) The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
- (c) The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with **clause 55.16**.

55.17 Keeping in touch days

- (a) This clause does not prevent an Employee from performing work for the Employer on a keeping in touch day while the Employee is taking unpaid parental leave. If the Employee does so, the performance of that work does not break the continuity of the period of unpaid parental leave.
- (b) A day on which the Employee performs work for the Employer during the period of leave is a keeping in touch day if:
 - (i) the purpose of performing the work is to enable the Employee to keep in touch with his or her employment in order to facilitate a return to that employment after the end of the period of leave; and
 - (ii) both the Employee and Employer consent to the Employee performing work for the Employer on that day; and
 - (iii) the day is not within:

- (A) If the Employee suggested or requested that they perform work for the Employer on that day—14 days after the date of birth, or day of placement, of the child to which the period of leave relates; or
- (B) otherwise — 42 days after the date of birth, or day of placement, of the child; and
- (iv) the Employee has not already performed work for the Employer or another entity on 10 days during the period of leave that were keeping in touch days.

The duration of the work the Employee performs on that day is not relevant for the purposes of this clause.

- (c) The Employer must not exert undue influence or undue pressure on an Employee to consent to a keeping in touch day.
- (d) For the purposes of clause 55.17(b)(iv) the following will be treated as 2 separate periods of unpaid parental leave:
 - (i) a period of unpaid parental leave taken during the Employee's available parental leave period; and
 - (ii) an extension of the period of unpaid parental leave under **clause 55.11**.

56 Breastfeeding

56.1 Paid break

Each Employer will provide reasonable paid break time for an Employee to express breast milk for her nursing child each time such Employee has need to express the milk, or breastfeed the child within the workplace, for one year after the child's birth.

56.2 Place to express or feed

Employers will also provide a comfortable place, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public, which may be used by an employee to express breast milk or breastfeed a child in privacy.

56.3 Storage

Appropriate refrigeration will be available in proximity to the area for breast milk storage. Responsibility for labelling, storage and use is with the Employee.

57 Long Service Leave

57.1 Entitlement

An Employee shall be entitled to long service leave with pay in respect of continuous service with the Employer in accordance with the provisions of this clause.

57.2 Subject hereof, the amount of such entitlement shall be:

- (a) on completion by the Employee of 15 years continuous service - six months long service leave and thereafter an additional two months long service leave on the completion of each additional five years service;
- (b) in addition, in the case of an Employee who has completed more than 15 years service and whose employment is terminated otherwise than by the death of the Employee, an amount of long service leave equal to one-thirtieth of the period of his/her service since the last accrual of entitlement to long service leave under **clause 57.2(a)** above;
- (c) in the case of an Employee who has completed at least 10 years service, but less than 15 years service and whose employment is terminated for any cause other than serious and wilful misconduct, such amount of long service leave as equals one-thirtieth of the period of service.

57.3 Service Entitling to Leave

- (a) Subject to this sub-clause, the service of an Employee of an Employer shall include service for which long service leave, or payment in lieu, has not been received in one or more Employers directly associated with such Employer for the periods required hereof.
- (b) Subject to this sub-clause, the service of an Employee of an Employer shall include service for which long service leave, or payment in lieu, has not been received in one or more stand alone Community Health Centre covered by this Agreement as defined in Appendix One for the periods required hereof.
- (c) Subject to this sub-clause, service shall also include all periods during which an Employee was serving in Her Majesty's Forces or was made available by the Employer for National Duty.
- (d) When calculating the aggregate of service entitling to leave any period of employment with any one of the eligible Employers or Statutory Bodies of less than six months duration shall be disregarded.
- (e) Where a business is transmitted from one agency (the transmittor) to another agency (the transmittee), an Employee who worked with the transmittor and who continues in service of the transmittee shall be entitled to count service with the transmittor as service with the transmittee for the purposes of this clause.
- (f) For the purpose of this clause, service shall be deemed to be continuous notwithstanding:
 - (i) the taking of any annual leave, long service leave or other paid leave approved in writing by the Employer and not covered by **clause 57.3(f)(ii)** or **clause 57.3(f)(iv)** below;
 - (ii) any absence from work of not more than 14 days in any year on account of illness or injury or, if applicable, such longer period as provided in the Personal/Carers Leave clause of this Agreement;

- (iii) any interruption or ending of the employment by the Employer if such interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
 - (iv) any absence on account of injury arising out of or in the course of the employment of the Employee for a period during which payment is made under WorkCover/Workers' compensation;
 - (v) any unpaid leave of absence of the Employee where the absence is authorised, in advance in writing, by the Employer to be counted as service;
 - (vi) any interruption arising directly or indirectly from an industrial dispute;
 - (vii) any period of absence from employment between the engagement with one of the Employer's and another recognised Employer or Statutory Body provided it is less than the Employee's allowable period of absence from employment. An Employee's allowable period of absence from employment shall be five weeks in addition to the total period of paid annual and/or sick leave which the Employee actually received on termination or from which he/she is paid lieu;
 - (viii) the dismissal of an Employee if the Employee is re-employed within a period not exceeding two months from the date of such dismissal;
 - (ix) any unpaid absence from work of a female Employee for a period not exceeding 12 months in respect of any pregnancy unless the period of unpaid parental leave beyond 12 months has been authorised under **clause 55.11** of this Agreement;
 - (x) any other absence of an Employee by leave of the Employer, or an account of injury arising out of or in the course of their employment not covered by **clause 57.3(f)(iv)**.
- (g) In calculating the period of continuous service of any Employee, any interruption or absence of a kind mentioned in **clauses 57.3(f)(i) to 57.3(f)(vi)**, shall be counted as part of the period of service, but any interruption or absence of a kind mentioned in **clauses 57.3(f)(vii) to 57.3(f)(x)** of the said sub-clause shall not be counted as part of the period of service unless it is so authorised in writing by the Employer.
- (h) The onus of proving a sufficient aggregate of service to support claim for long service leave entitlement shall at all time rest upon the Employee concerned. A certificate in the following form shall constitute acceptable proof:

| CERTIFICATE OF SERVICE |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| [Name of Institution] [date] |
| This is to certify that [Name of Employee] has been employed by this institution/society/board for a period of [years/months/etc.] from [date] to [date]. |
| Specify hereunder full details of paid or unpaid leave or absences including periods represented by payment made in lieu of leave on termination. |
| |
| Specify hereunder full details of long service leave granted during service or on termination: |
| |
| Signed.....[Stamp of Institution] |

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

57.4 Payment in Lieu of Long Service Leave on the Death of an Employee

Where an Employee who has completed at least 10 years service dies while still in the employ of the Employer, the Employer shall pay to such Employee's personal representative a sum equal to the pay of such Employee for one-thirtieth of the period of the Employee's continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the Employee.

57.5 Payment for Period of Leave

Payment to an Employee in respect of long service leave shall be made in one of the following ways:

- (a) In full in advance when the Employee commences his/her leave; or
- (b) At the same time as payment would have been made if the Employee had remained on duty; in which case payment shall, if the Employee in writing so requires, be made by cheque posted to a specified address; or
- (c) In any other way agreed between the Employer and the Employee.

57.6 Where the employment of an Employee is, for any reason, terminated before he/she takes any long service leave to which he/she is entitled or where any long service accrues to an Employee pursuant to the above clauses the Employee shall, subject to the provisions of the relevant sub-clauses, be entitled to pay in respect of such leave as at the date of termination of employment.

Provided in the case of an Employee of an Employer who accrues entitlement pursuant to sub-clauses hereof, and who intends to be re-employed by another Employer:

- (a) Such an Employee may, in writing request payment in respect of such leave to be deferred until after the expiry of the Employee's allowable period of absence from employment as provided for in these sub-clauses. Allowable period of absence is defined in **sub-clause 57.3(f)(vii)**;
- (b) Except where the Employee gives the Employer notice in writing that the Employee has been employed by another Employer, the Employer shall make payment in respect of such leave at the expiry of the Employee's allowable period of absence from employment;
- (c) Where the Employee gives the Employer notice in writing that the Employee has been employed by another Employer, the Employer is no longer required to make payment to the Employee in respect of such leave.

57.7 Where an increase occurs in the ordinary time rate of pay during any period of long service leave taken by the Employee, the Employee shall be entitled to receive payment of the amount of any increase in pay from the date that increase becomes operative at the completion of such leave.

57.8 Taking of Leave

- (a) When an Employee becomes entitled to long service leave such leave shall be granted by the Employer within six months from the date of entitlement, but the taking of such leave may be postponed to such date as is mutually agreed, or in default of agreement as is determined by the FWC provided that no such determination shall require such leave to commence before the expiry of six months from the date of such determination.
- (b) Any long service leave shall be inclusive of any public holiday occurring during the period when the leave is taken.
- (c) If the Employer and an Employee so agree -

- (i) the first six months long service leave to which an Employee becomes entitled under this Agreement may be taken in two or three separate periods; and
- (ii) any subsequent period of long service leave to which the Employee becomes entitled may be taken in two separate periods

but other than as provided above long service leave shall be taken in one period.

- (d) The Employer may by agreement with an Employee, grant long service leave to an Employee before the entitlement to that leave has accrued, provided that such leave shall not be granted before the Employee has completed ten years service.
- (e) Where the employment of an Employee who has taken long service leave in advance is subsequently terminated for serious and wilful misconduct before entitlement to long service leave has accrued, the Employer may, from whatever remuneration is payable to the Employee upon termination deduct and withhold an amount equivalent to the amount paid to the Employee in respect of the leave in advance.

57.9 Definitions

For the purpose of this clause the following definitions apply:

- (a) **"Pay"** means remuneration for an Employee's normal weekly hours of work calculated at the Employee's ordinary time rate of pay provided in the Wages clause of this Agreement at the time leave is taken or (if he or she dies before the completion of leave so taken) as at the time of his or her death; and shall include the amount of any increase to the Employee's ordinary time rate of pay which occurred during the period of leave as from the date such increase operates.
- (b) **"Month"** shall mean a Calendar Month.
- (c) **"Statutory Body"** means the Department of Health.
- (d) **"Transmission"** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding interpretation.

58 Cultural and Ceremonial Leave

- 58.1 The Employer may approve attendance during working hours by an Employee of Aboriginal or Torres Strait Islander descent at any Aboriginal community meetings, except the Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur.
- 58.2 The Employer may grant an Employee of Aboriginal or Torres Strait Islander descent accrued annual or other leave to attend the Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur.
- 58.3 Ceremonial leave without pay may be granted to an Employee of Aboriginal or Torres Strait Islander descent for ceremonial purposes:
 - (a) connected with the death of a member of the immediate family or extended family (provided that no Employee shall have an existing entitlement reduced as a result of this clause); or
 - (b) for other ceremonial obligations under Aboriginal or Torres Strait Islander law.

- 58.4** Ceremonial leave granted under this clause is in addition to compassionate leave granted under any other provision of the Agreement.

59 Community Services Leave

- 59.1** An Employee who is engaged in an eligible community service activity is entitled to be absent from work without loss of pay for the period of time that they are engaged in the activity, reasonable travelling time associated with the activity and rest time following the activity, provided that the Employee's absence (unless the activity is jury service) is reasonable in all the circumstances.
- 59.2** An eligible community services activity includes:
- (a) jury service required by or under law; or
 - (b) a voluntary emergency management activity; or
 - (c) an activity prescribed by regulations as an eligible community service activity for the purpose of the *Fair Work Act 2009*.
- 59.3** An Employee engages in 'voluntary emergency management' activity if, and only if:
- (a) the Employee engages in an activity that involves dealing with an emergency or natural disaster; and
 - (b) the Employee engages in the activity on a voluntary basis; and
 - (c) the Employee is a member of, or has a member like association with, a recognised emergency management body (i.e. Country Fire Authority, State Emergency Service, St. John Ambulance, Red Cross etc); and
 - (d) either:
 - (i) the Employee was requested by or on behalf of the body to engage in the activity; or
 - (ii) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such request, it is likely that such a request would have been made.
- 59.4 Notice and evidence requirements**
- (a) Employees seeking to take Community Service Leave must provide notice to the Employer as soon as practicable (which may be after the absence has started) and must advise the Employer of the period, or expected period, of the absence.
 - (b) If requested, the Employee shall be required to produce evidence of their engagement in eligible community service activity, to the satisfaction of the Employer.
 - (c) An absence from the workplace is only covered by the provisions of **clause 48** if they satisfy the notice and evidence requirements set out above.
- 59.5** The Employer may refuse time release where the Employee's absence will adversely impact the capacity of the health service to maintain services.
- 59.6 Payment to Employees (other casual Employees) on jury service**
- (a) An Employee required to attend for jury service shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of such attendance for jury service and the amount of salary the Employee would have ordinarily received.

- (b) To be entitled to such payment an Employee shall advise the Employer as soon as possible of the reason for the absence from work and provide such verification as the Employer reasonably requires.

60 Jury Service

- 60.1** An Employee required to attend for jury service shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of such attendance for jury service and the amount of salary the Employee would have ordinarily received.
- 60.2** To be entitled to such payment an Employee shall advise the Employer as soon as possible of the reason for the absence from work and provide such verification as the Employer reasonably requires.

PART H – EDUCATION AND PROFESSIONAL DEVELOPMENT

61 Professional Support Allowance

- 61.1** It is understood and accepted that it is the obligation of employees to maintain their professional registration through participation in approved Continuing Professional Development (CPD) activities.
- 61.2** To achieve this the Employer will reimburse an Employee costs of CPD related activities on an annual basis, including membership of professional associations which provide CPD, up to a value of the amounts set out below (pro-rata for Part time Employees, excluding casual employees):
- (a) \$2000 from the first full pay period to commence on or after 1 July 2018;
 - (b) \$2000 from the first full pay period to commence on or after 1 July 2019;
 - (c) \$2000 from the first full pay period to commence on or after 1 July 2020;
 - (d) \$2000 from the first full pay period to commence on or after 1 July 2021.
- 61.3** For the purpose of attendance at CPD related activities an employee may access paid leave in accordance with **Clause 62 – Professional Development Leave**.

62 Professional Development Leave

- 62.1** The provisions of this clause do not apply to casual or fixed-term Employees.
- 62.2** Whilst it is recognised that it remains the professional responsibility of Employees to maintain an appropriate level of skills and accreditation, the Employer will also encourage Employees to undertake professional development relevant to the acquisition of skills, knowledge and qualifications for the efficient performance of the Employer's core activities; for Employees' progress along a career path and/or as a requirement to maintain Employee registration.
- 62.3** Professional development may include attendance at both internal and external conferences and seminars.
- 62.4** Employees who are engaged on a full-time basis will be entitled up to a maximum of 5 days (38 hours) paid professional development leave (non-cumulative) per calendar year subject to a successful application to his/her Manager who will make a decision in concert with the Clinical Director (where relevant). Entitlements for part-time Employees will be calculated on a pro rata basis.
- 62.5** It is the responsibility of the Employee to make an application in writing to his/her Manager and, where relevant, Clinical Director nominating the preferred date(s) and providing a brief description of the nature of the professional development activity proposed to be undertaken and details of the relevance of the course to the Employee's employment.
- 62.6** The Employee's application must be made at least six (6) weeks prior to the nominated date(s) unless otherwise agreed by the Employer.
- 62.7** The applicant will be notified in writing if the leave is approved or not within seven (7) days of the request being received. If leave is not granted, the applicant will be notified of the reason(s).

63 Clinical Quality, Clinical Audit and Peer Review

Employees employed under this Agreement are committed to participating in the practice of Clinical Quality activities as organised and agreed to by the Employer's Clinical Leadership Council where relevant (or its equivalent). This includes but is not limited to Clinical Audit and Peer Review which includes the collection and measurement of activities and outcomes related to clinical practice; analysis and comparison using standards, performance indicators and outcome measures; a feedback mechanism to redress problems that have been identified.

PART I – UNION MATTERS

64 Local Consultative Reference Group

- 64.1** Each individual employer and their respective employees may by agreement convene a local consultative reference group. Such a group will meet and operate according to the agreed timetable and terms of reference as determined by the reference group.
- 64.2** It is desirable that the reference group contain equal to or more than 50% employee representatives.
- 64.3** The reference group participants agree to communicate and consult with each other to facilitate the ongoing implementation of this Agreement, and to continue with a mutually consultative and co-operative approach at the workplace level.

PART J – CLASSIFICATIONS AND STAFFING

65 Notification of Classification

- 65.1** The Employer shall notify each Employee in writing of their classification and terms of employment, on commencement.
- 65.2** The Employer shall notify each Employee of any alteration to their classification in writing within 14 days of the operative day of such alteration.

66 Classification Descriptors

- 66.1** All levels operate within the policies and procedures set by the Employer.

| CLASSIFICATION | DESCRIPTION | INDICATIVE OCCUPATION |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| Level 1 | <p>In addition to the competencies at this level (as prescribed in Clause 67 of this Agreement):</p> <p>Under the general oversight of a level 2, 3, 4 or 5 Employee performs examination, investigation and basic treatment of patients as outlined by the organisation's model of care. Works collaboratively as a member of the dental team that includes dental practitioner students, oral health therapists, dental therapists, dental hygienists, dental prosthetists and dental assistants. May be required to provide some support in clinical decision making to other members of the care team. This is a basic skill level of an entry level graduate Employee who is acquiring experience in dentistry.</p> <p>An Employee performing at a satisfactory level would be expected to spend no more than 1 year at this level prior to appointment to level 2.</p> | Graduate Employee with limited experience in all aspects of clinical dentistry (Year 1) |
| Level 2 | <p>In addition to the competencies at this level (as prescribed in Clause 67 of this Agreement):</p> <p>Performs routine dental work requiring the independent examination, investigation, treatment planning and treatment of patients as outlined by the organisation's model of care. Works collaboratively as a member of the dental team that includes dental practitioner students, oral health therapists, dental therapists, dental hygienists, dental prosthetists and dental assistants. Undertakes additional continuous improvement activities as approved or requested by the relevant manager.</p> <p>This is a moderate skill level position and includes the moderately experienced Employee who is competent in basic tasks. May require regular professional support and mentoring from</p> | Employee still gaining experience in some areas of clinical dentistry (Year 2 and Year 3) |

| CLASSIFICATION | DESCRIPTION | INDICATIVE OCCUPATION |
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| | <p>a Level 3, 4 or 5 Employee. Would provide a basic level of support in clinical decision-making and performance of clinical tasks to other members of the care team including level 1 Employee when required.</p> <p>Employees performing at a satisfactory level would be expected to spend no more than two years at this level prior to appointment to level 3.</p> | |
| Level 3 | <p>In addition to the competencies at this level (as prescribed in Clause 67 of this Agreement):</p> <p>Performs general dental work requiring the independent examination, investigation, treatment planning and treatment of patients as outlined by the Employer's model of care.</p> <p>Actively participates as a member of the dental team that includes dental practitioner students, oral health therapists, dental therapists, dental hygienists, dental prosthetists and dental assistants. An Employee at this level can direct work within the team and can undertake additional continuous improvement activities as approved or requested by the relevant manager/clinical superior.</p> <p>This is the broadly based skill level. It encompasses an experienced Employee who is competent in all General Dentist tasks and who would be expected to exhibit competence in a number of more advanced tasks. Referrals to specialists would be required for highly complex procedures outside the scope of practice of a General Dentist. Would provide a comprehensive level of support in clinical decision making to other members of the care team and Level 1 and Level 2 Employees as required. A level 3 Employee may be responsible for Employee within their team and can act as a clinical or discipline lead.</p> <p>The Employee at this level must have demonstrated commitment to professional development, peer review and would act as a mentor or supervisor to less experienced staff or students when required.</p> | <p>Experienced Employee competent in all areas of clinical dentistry. Progression to level 3 will be in accordance with clause 68.1</p> |
| Level 4 (Clinical) | <p>In addition to the competencies at this level (as prescribed in Clause 67 of this Agreement):</p> <p>Includes an experienced Employee who is widely recognised for their exceptional competence in general dental work and has a proven record for carrying out a broad range of advanced and complex dental procedures as outlined by the Employer's model of care.</p> | <p>Clinical leader; Position by Appointment. High level of competence in all areas of general dentistry and/or recognised expertise in at least one clinical area. This person is a clinical lead, mentoring Level 1s, 2s and Level 3s.</p> |

| CLASSIFICATION | DESCRIPTION | INDICATIVE OCCUPATION |
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| | <p>This Employee would frequently receive referrals from other dental practitioners and be called upon for dental advice.</p> <p>Actively participates as a leader in the dental team that includes dental practitioner students, oral health therapists, dental therapists, dental hygienists, dental prosthetists and dental assistants. Would provide comprehensive high level support in clinical decision making to other members of the care team and level 1, 2, 3 Employees as required.</p> <p>Would act as a mentor and/or supervisor to less experienced staff or students. Will be responsible for initiatives and supervision of continuous improvement/quality assurance activities within their area.</p> <p>Would have an active role in peer review processes, development and use of clinical pathways and clinical guidelines in the provision of care, professional development and other clinical leadership activities.</p> <p>High level of understanding of dental public health principles and working effectively within an interdisciplinary team to deliver on the Employer's model of care.</p> | |
| Level 4 (Managerial) | <p>In addition to the competencies at this level (as prescribed in Appendix Three of this Agreement):</p> <p>An Employee at this level will lead the major activities of a department or health service including the planning, directing and management of staff. This position would require a high level of leadership in dental services and people management to drive the integration of diverse activities.</p> <p>The manager would be required to manage the relationship with external stakeholders and this may include management of difficult and sensitive health care and service delivery issues.</p> <p>They would also be required to play a lead role in setting services standards, as well as managing communication with key stakeholders in relation to all facets of public dental health.</p> <p>Some other expectations may include the management of new service models; establishing standards, redesigning existing facilities and services; assessing performance; and change management.</p> | Dental manager/highly experienced Employee; Position by appointment. |

| CLASSIFICATION | DESCRIPTION | INDICATIVE OCCUPATION |
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| | High level of understanding of dental public health principles and working effectively within an interdisciplinary team to deliver on the Employer's model of care. | |
| Level 4 (Hybrid) | <p>A Level 4 Hybrid Employee is an employee whose primary focus is as a Clinical Leader with additional clinical related managerial duties. The Level 4 Hybrid Employee operates in an environment of medium complexity</p> <p>The Position is by Appointment (And limited to the number of funded positions available as specified in Appendix 4).</p> <p>An experienced Employee who is widely recognised for their exceptional competence in general dental work and has a proven record for carrying out a broad range of advanced and complex dental procedures as outlined by the Employer's model of care. Ensures high standards of clinical service delivery across the service.</p> <p>Provides clinical leadership and management and actively participates as a leader in the dental team that includes dental practitioner students, oral health therapists, dental therapists, dental hygienists, dental prosthetists and dental assistants. Would provide comprehensive high- level support in clinical decision making to other members of the care team and level 1, 2, 3 Employees as required.</p> <p>Acts as a mentor and/or supervisor to less experienced staff or students. Will be responsible for initiatives and supervision of continuous improvement/quality assurance and risk management activities within their area.</p> <p>Is responsible for peer review processes, development and use of clinical pathways and clinical guidelines in the provision of care, professional development and other clinical leadership activities.</p> <p>They would also be required to play a lead role in setting services standards, as well as managing communication with key stakeholders in relation to all facets of public dental health.</p> <p>Some other expectations may include: the management of new service models; establishing standards, redesigning existing facilities and services; assessing performance; and change management. Contributes to strategic planning, development, and implementation of agreed outcomes.</p> | <p>Position by Appointment. High level of competence in all areas of general dentistry and/or recognised expertise in at least one clinical area. This Employee is a clinical lead, supervisor, manager and mentor for Level 1s, 2s and Level 3s for oral health professionals.</p> |

| CLASSIFICATION | DESCRIPTION | INDICATIVE OCCUPATION |
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| | High level of understanding of dental public health principles and working effectively within an interdisciplinary team to deliver on the Employer's model of care. | |
| Level 5 (Clinical) | <p>In addition to the competencies at this level (as prescribed in Clause 67 of this Agreement):</p> <p>A highly experienced Employee who is widely recognised for their exceptional competence in general dental work and has a proven track record of carrying out a broad range of advanced and complex general dental procedures as outlined by the organisation's model of care. Or is seen as an Employee with a special interest and high level of competence in a particular field of dentistry that is supportive of the Employer's model of care.</p> <p>This level of Employee would frequently receive referrals from other dental practitioners and be called upon for dental advice.</p> <p>An Employee at this level is a leader within the dental team that includes dental practitioner students, oral health therapists, dental therapists, dental hygienists, dental prosthetists and dental assistants. Will provide comprehensive high level of support in clinical decision making to other members of the care team and Level 1, 2, 3 and 4 Employees as required.</p> <p>The Employee will act as a mentor or supervisor to all other Dentists, staff or students. The Employee has a leadership role in the peer review process; model of care development; clinical pathways and clinical guidelines; professional development and other clinical leadership activities.</p> <p>Candidates for and incumbents of this position are normally required to be recognised state-wide/nationally/internationally in their field of expertise through research, publications and presentations and to maintain that recognition.</p> <p>High level of understanding, contribution and leadership of dental public health principles and application at a service wide level to ensure all staff work effectively within an interdisciplinary team to deliver on the Employer's model of care.</p> | Clinical leader; Position by Appointment. High level of competence in all areas of general dentistry and recognised expertise in more than one clinical area. This person would have recognition throughout the State and possibly nationally/internationally. |
| Level 5 (Managerial) | <p>In addition to the competencies at this level (as prescribed in Clause 67 of this Agreement):</p> <p>This position requires a thorough understanding of public oral health administration and the individual would be required to manage a large</p> | Dental manager; Position by appointment. |

| CLASSIFICATION | DESCRIPTION | INDICATIVE OCCUPATION |
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| | <p>and complex service and the application of this understanding in the management of the department/service.</p> <p>Demonstrates human resource management and organisational change skills and achieving significant productivity and service delivery obligations from a large workforce.</p> <p>Required to manage negotiations at the highest levels with experienced clinicians, other health services, community representatives. Responsible for service delivery, facilities and resource requirements.</p> <p>Required to manage the most complex issues within the health service that will include the development of proposals and managing the delivery significant projects and continuous improvement initiatives.</p> <p>An Employee at this level will either lead a medium sized facility or be part of the Executive Management team of a large and complex health service.</p> <p>High level of understanding, contribution and leadership of dental public health principles and application at a service wide level to ensure all staff work effectively within an interdisciplinary team to deliver on the Employer's model of care.</p> | |
| Level 5 (Hybrid) | <p>A Hybrid Level 5 employee is an employee who is a clinical leader whose primary focus is oversight and strategic direction for clinical management. This may include additional managerial duties. This employee operates in an environment of high complexity.</p> <p>The position is by Appointment (and limited to the number of allocated FTE pursuant to Appendix 4)</p> <p>An experienced Employee who is widely recognised for their exceptional competence in general dental work and has a proven record for carrying out a broad range of advanced and complex dental procedures as outlined by the Employer's model of care. Ensures high standards of clinical service delivery across the service.</p> <p>Provides high level clinical leadership and management and actively participates as a leader in the dental team that includes dental practitioner students, oral health therapists, dental therapists, dental hygienists, dental prosthetists and dental assistants. Would</p> | <p>Position by Appointment. High level of competence in all areas of general dentistry and/or recognised expertise in at least one clinical area. This person is a clinical lead, supervisor, manager and mentor for Level 1s, 2s, 3s and 4s for oral health professionals.</p> |

| CLASSIFICATION | DESCRIPTION | INDICATIVE OCCUPATION |
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| | <p>provide comprehensive high level support in clinical decision making to other members of the care team and level 1, 2, 3, 4 Employees as required.</p> <p>Acts as a mentor and/or supervisor to less experienced staff or students. Will be responsible for leading initiatives and supervision of continuous improvement/quality assurance activities within their area.</p> <p>Is responsible for peer review processes, development and use of clinical pathways and clinical guidelines in the provision of care, professional development and other clinical leadership activities.</p> <p>They would also be required to play a lead role in setting services standards, as well as managing communication with key stakeholders in relation to all facets of public dental health. . Leads strategic planning, development, and implementation of agreed outcomes.</p> <p>Some other expectations may include the management of new service models; establishing standards, redesigning existing facilities and services; assessing performance; and change management. Will contribute to QIS and risk management initiatives across the health service.</p> <p>Candidates for and incumbents of this position are normally required to be recognised state-wide/nationally/internationally in their field of expertise through research, publications and presentations and to maintain that recognition.</p> <p>Required to manage negotiations at the highest levels with experienced clinicians, other health services, community representatives, and external services (e.g. Universities the Department of Health and Human Services and other Departmental entities). Responsible for service delivery, facilities and resource requirements.</p> <p>High level of understanding, contribution and leadership of dental public health principles and application at a service wide level to ensure all staff work effectively within an interdisciplinary team to deliver on the Employer's model of care.</p> | |

67 Competencies

Employees shall be classified within the classification structure set out in this Agreement in accordance with the following achieved and demonstrated competencies. As an Employee progresses through the competencies, it is required that they build and maintain their competencies and abilities as they progress through to the higher levels. Level 4 and Level 5 Employees may be required to fulfil clinical and managerial roles at their level.

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| Level 1 | To have the professional attributes and competencies of a newly qualified Employee. Basic diagnostic and treatment skills, including simple restorative, periodontics, endodontic and prosthetic services for the broad range of patients in routine clinical situations. Ability to perform simple exodontia procedures. Capacity to recognise clinical limitations. Developing an understanding of dental public health principles and working effectively within a team. |
| Level 2 | Level 1 skills plus - broader range of patient base including those with disabilities and more complex medical and social histories. Ability to independently provide a range of dental services with greater efficiency (e.g. anterior and simple molar endodontics; more complex restorative procedures including composite and amalgam crowns, minor oral surgery excluding impacted 3 rd molars, management of acute and chronic periodontal conditions, orthodontic advice and simple corrective orthodontic services). Have a demonstrated understanding of dental public health principles and working effectively within a team. |
| Level 3 | Level 2 skills plus – advanced skills in managing most difficult clinical situations, those with more complex medical and social histories and those with disabilities. Ability to provide a broad range of efficient dental services, including extraction of simple impacted 3 rd molars infrequently requiring support to advice from more senior clinicians (e.g. minor soft tissue surgery such as biopsy, advanced endodontic procedures including more complex molar endodontics, fixed prosthodontics where appropriate, provision of simple orthodontic appliances). Appropriate skills for the resolution of patient complaints. Should be able to act as a supervisor/mentor to Employees with less experience and teach undergraduate students. High level of understanding of dental public health principles and working effectively within an interdisciplinary team to deliver the Employer's model of care. |
| Level 4 (Clinical) | Level 3 skills plus – highly advanced skills in managing all difficult clinical situations, complex medical histories and those with disabilities. Ability to provide a highly advanced range of efficient dental services, rarely requiring support or advice from more senior clinicians: (e.g. minor soft tissue surgery such as biopsy; advanced endodontic procedures seldom necessitating referral to specialists). Ability to provide advice to general dental practitioners and accept referrals. An Employee at this level is expected to manage patient complaints, establish (where required) and maintain clinical guidelines, pathways and policies. |
| Level 4 (Managerial) | Level 3 skills plus – management skills including high level written and verbal communication skills, supervisory and mentoring skills, ability to undertake staff reviews, and ability to interpret financial reports and plan dental budgets. Ability to manage the physical, human and financial resources in an efficient and effective manner to provide optimal public dental health services to the |

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| | community. |
| Level 4 (Hybrid) | Competencies required at this level are those based on the competence applicable to Level 4 as required and relevant to the individual position |
| Level 5 (Clinical) | Level 4 (Clinical) skills plus – highly advanced skills in managing all difficult clinical situations, complex medical and social histories and those with disabilities. Ability to provide a highly advanced range of efficient dental services, rarely requiring support or advice from other clinicians: (e.g. minor soft tissue surgery such as biopsy; advanced endodontic procedures seldom necessitating referral to specialists). Ability to provide advice to general dental practitioners and accept referrals. High-level skills in managing patient complaints. Ability to participate in research and provide clinical leadership. |
| Level 5 (Managerial) | Level 4 (Managerial) skills plus – highly advanced skills in managing all difficult organisational situations, including people and stakeholder management. Ability to provide a highly advanced range of management capabilities, and only rarely requiring support or advice from more senior managers. Ability to provide advice to all members of the organisation – especially in relation to complex managerial and leadership issues. High-level skills in managing patient complaints. Ability to participate in research and provide organisational leadership. |
| Level 5 (Hybrid) | Competencies required at this level are those based on the competence applicable to Level 5 as required and relevant to the individual position. |

68 Salary Progression Criteria

- 68.1** Subject to this Clause, an Employee shall be eligible to progress annually to the next available salary point of their classification, subject to the Employee demonstrating to the Employer that he or she has, over the preceding 12 months:
- (a) undertaken career development relevant to oral health and the services provided at the Employer's clinic or where this has not occurred, has entered into an arrangement where this will occur;
 - (b) satisfied the Employer's requirements as to throughput of clinical services and associated administrative duties;
 - (c) fully complied with the Employer's operational policies and protocols as to infection control, clinical standards and response to emergency presentations;
 - (d) had minimal remedial interventions;
 - (e) achieved an appropriate level of patient satisfaction;
 - (f) satisfied a progression assessment based on the competencies and criteria listed in the classification structure of this Agreement;
 - (g) complied with the duties and responsibilities specified in their personal position description.

68.2 Progression between levels

Progression for an Employee from a lower to a higher level shall be based on competencies and criteria listed in the Classification Structure of this Agreement. An Employee may be accorded a higher classification subsequent to a performance review by the Employer. An Employee may seek a reclassification at any given time following which the Employer is obliged to undertake a performance review, however an

Employee may only seek a review of their classification once in any 12-month period.

68.3 Progression between salary points within a given level

Introduction

An Employee will be assessed formally for progression to the next salary point, within the same level, annually. Assessment will be based on matching actual achievement for a given year against the competencies and criteria listed in the Classification Structure of this Agreement. Achievement of performance targets will result in progression to the next salary point.

69 Clinical Skills Enhancement/Job Rotation

- 69.1** In order to achieve (or maximise) clinical delivery outcomes and priorities, an Employee shall be available to transfer through all clinical areas as determined by the Employer. Following discussions between the Manager and the Employee, an Employee may be temporarily rotated for the purpose of targeting resources to rural regions of greatest need, clinical skill enhancement, training in clinical and related procedures and personal career development. Reimbursement of expenses, excess travelling time and/or kilometre allowance (as per the Employer's policies) shall, if applicable, apply to such rotations.

70 Failure to Attend Patient Management

- 70.1** Patients arriving for treatment at each of the Employers clinics arrive and are treated either through the emergency clinic, or through a prearranged booking. The majority of patients arrive with a booking, and are seen at specified times. Historically a significant number of patients fail to attend (FTA) at their prearranged time. It is not possible to predict the number of FTAs on any one shift and this can create a loss of active clinical time.
- 70.2** To assist in the efficient utilisation of dental services Employees agree to:
- (a) adhere to the Employer's policy for patient bookings;
 - (b) work reasonable overtime where necessary, to assist in the treatment of the Employer's patients; and
 - (c) play an active role in the management of FTAs, which is not limited to attending to other patients or additional patients where the pre-booked patient has failed to attend.

71 Secondment

- 71.1** Where an Employee is seconded for service to any other clinical facility or health institution, the Employee shall remain in the employ of the parent Employer at which the Employee was engaged prior to secondment. The parent Employer shall remain responsible for the payment of any entitlements accruing to the Employee under this Agreement.

72 Scope of Practice

- 72.1** The parties to this Agreement acknowledge that a significant amount of improvement in productivity and treatment outcomes can be achieved by better managing the treatment provided to clients. This may include (but is not limited to):
- (a) the parties are committed to utilising a team approach in providing dental treatment to patients;
 - (b) the Employer may direct an Employee to undertake the initial assessment, initial treatment and/or full treatment of any client, often with the significant support from a dental assistant;
 - (c) Employees will participate in maximising the utilisation of all other registered dental practitioners to the full extent of their scope of practice defined by their education, training and competence;
 - (d) Employees will participate in maximising the utilisation of the skills of the entire non-registered dental workforce to the full extent of their education, training and competence;
 - (e) Employees will participate in utilising the skills of appropriately qualified Dental Assistants. Employees will support Dental Assistants to provide a range of treatments to patients as appropriate. This will include, but is not limited to Radiography, Oral Health Promotion and Fluoride Treatment;
- 72.2** The Employer will be responsible, as part of its credentialing procedure, to assess each Employees scope of practice.

73 Incidental and Peripheral Duties

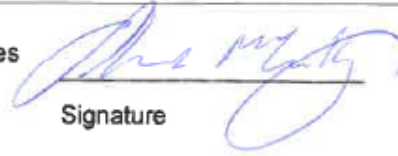
- 73.1** The Employer may direct an Employee to carry out duties that are incidental and peripheral to the work normally performed where those duties are within the Employee's skill, competence and training and are consistent with the classification structure of this Agreement.
- 73.2** To assist in the efficient utilisation of dental services Employees will treat other patients as directed by the Employer.

74 Job Sharing

- 74.1** Nothing in this Agreement shall prevent two Employees sharing a position subject to the approval of the Employer.

SIGNATURES

SIGNED for and on behalf of each of the **EMPLOYERS** referred to in **Appendix 1** by the authorised representatives of the **Victorian Hospitals' Industrial Association** in the presence of:


Signature

SHARON MCCULLOUGH
Name (print)



Witness

YUENBIN LIN
Name of Witness (print)

SIGNED for and on behalf of **The Australian Dental Association Victorian Branch** by its authorised officers in the presence of:

CEO
Authority to sign

88 MARLBOROUGH ST.
FOOTSCRAE
Address


Signature

MATTHEW HORCRAFT
Name (print)



Witness

Sonia Georgiades
Name of Witness (print)

CEO
Authority to sign
3/10 YARRA ST
SOUTH YARRA VIC 3141
Address

APPENDIX 1 - LIST OF EMPLOYERS

1. Central Bayside Community Health Services
2. cohealth
3. Latrobe Community Health Service
4. LINK Health and Community

Long Service Leave Respondents

This is a list of the employers that were respondent to the 2009 – 2013 General Dentists' Victorian Public Sector Multi Enterprise Agreement 2009 – 2013

- Albury Wodonga Health – Wodonga Hospital
- Bairnsdale Regional Health Service
- Ballarat Health Services
- Banyule Community Health
- Barwon Health
- Bass Coast Regional Health
- Bellarine Community Health Ltd
- Bendigo Health Care Group
- Bentleigh-Bayside Community Health
- Boort District Health
- Central Bayside Community Health Services Limited
- Central Gippsland Health Service
- Dental Health Services Victoria
- Dianella Community Health
- Doutta Galla Community Health Service
- Eastern Access Community Health (EACH)
- East Grampians Health Service
- Echuca Regional Health
- Goulburn Valley Health
- Hepburn Health Service
- Inner East Community Health Service
- Inner South Community Health Service Limited
- Isis Primary Care Ltd
- Knox Community Health Service Ltd
- Latrobe Community Health Service
- Maryborough District Health Service

- Merri Community Health Services Limited
- MonashLink Community Health Service Limited
- Nillumbik Community Health Service Ltd
- North Richmond Community Health Limited
- Northeast Health Wangaratta
- Omeo District Health
- Orbost Regional Health
- Peninsula Health
- Plenty Valley Community Health Ltd
- Ranges Community Health
- South West Healthcare
- Southern Health
- Sunbury Community Health Centre
- Western District Health Service
- Western Region Health Centre Ltd
- Whitehorse Community Health Service Limited

APPENDIX 2 – FLEXIBLE WORKING ARRANGEMENTS INFORMATION STATEMENT

This information statement is intended to reflect the NES at the time of making this Agreement. In the event of any change to the NES entitlement, this information statement may be superseded by one reflecting those changes.

- 1 Where an Employee:
 - (a) is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - (b) is a carer within the meaning of the Carer Recognition Act 2010 caring for someone who has a disability, a medical condition (including a terminal or chronic illness), a mental illness or is frail or aged;
 - (c) has a disability;
 - (d) is 55 or older;
 - (e) is experiencing violence from a member of the Employee's family; or
 - (f) provides care or support to a member of the Employee's immediate family, who requires care or support because the member is experiencing violence or abuse from the member's family;

they may request the Employer for a change in working arrangements relating to those circumstances.
- 2 To avoid doubt, a request for flexible working arrangements may include a request to work part time upon return to work after taking leave for the birth or adoption of a child to assist the Employee to care for the child.
- 3 An 'Employee' for the purpose of this entitlement means a:
 - (a) part time or full time Employee who has completed at least 12 months of continuous service with the Employer immediately prior to the request; or
 - (b) long term casual Employee who has a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.
- (4) Changes in working arrangements may include but are not limited to hours of work, patterns of work and location of work.
- (5) The request by the Employee must be in writing, set out the change sought and the reasons for the change.
- (6) The Employer must give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request. A request may only be refused on reasonable business grounds as described in the NES.
- (7) Where the Employer refuses the request, the written response must include details of the reasons for the refusal.

APPENDIX 3 - REMUNERATION

| Employee Classification | Current | Effective First Full Pay Period commencing on or after | | | | |
|-------------------------|------------------------|---------------------------------------------------------------------------------------------------------|--------------|--------------|--------------|--------------|
| | Effective 1/07/2016 | 1 July 18 (Without annual wage increase, but with change to structure included) | 1-Jul-18 | 1-Jul-19 | 1-Jul-20 | 1-Jul-21 |
| Level 1 | \$65,094.00 | \$65,094.00 | \$68,999.64 | \$73,139.62 | \$75,333.81 | \$77,593.82 |
| Level 2a | \$70,840.00 | \$70,840.00 | \$75,090.40 | \$79,595.82 | \$81,983.70 | \$84,443.21 |
| Level 2b | \$75,436.00 | \$75,436.00 | \$79,962.16 | \$84,759.89 | \$87,302.69 | \$89,921.77 |
| Level 2c | \$80,029.00 | \$80,029.00 | \$84,830.74 | \$89,920.58 | \$92,618.20 | \$95,396.75 |
| Level 3a | \$85,389.00 | \$89,601.00 | \$94,977.06 | \$100,675.68 | \$103,695.95 | \$106,806.83 |
| Level 3b | \$89,601.00 | \$93,759.00 | \$99,384.54 | \$105,347.61 | \$108,508.04 | \$111,763.28 |
| Level 3c | \$93,759.00 | \$97,914.00 | \$103,788.84 | \$110,016.17 | \$113,316.66 | \$116,716.16 |
| Level 3d | \$97,914.00 | \$102,071.00 | \$108,195.26 | \$114,686.98 | \$118,127.58 | \$121,671.41 |
| Level 3e | \$102,071.00 | \$106,940.00 | \$113,356.40 | \$120,157.78 | \$123,762.52 | \$127,475.39 |
| Level 4 (Clinical) | \$106,940.00 | \$110,000.00 | \$116,600.00 | \$123,596.00 | \$127,303.88 | \$131,123.00 |
| | \$114,538.00 | \$114,538.00 | \$121,410.28 | \$128,694.90 | \$132,555.74 | \$136,532.42 |
| Level 4 (Managerial) | \$106,940.00 | \$110,000.00 | \$116,600.00 | \$123,596.00 | \$127,303.88 | \$131,123.00 |
| | \$114,538.00 | \$114,538.00 | \$121,410.28 | \$128,694.90 | \$132,555.74 | \$136,532.42 |
| Level 4 (Hybrid) | | \$140,000.00 | \$140,000.00 | \$148,400.00 | \$152,852.00 | \$157,437.56 |
| Level 5 (Clinical) | \$122,095.00 | \$122,095.00 | \$129,420.70 | \$137,185.94 | \$141,301.52 | \$145,540.57 |
| | \$133,431.00 | \$133,431.00 | \$141,436.86 | \$149,923.07 | \$154,420.76 | \$159,053.39 |
| Level 5 (Managerial) | \$122,095.00 | \$122,095.00 | \$129,420.70 | \$137,185.94 | \$141,301.52 | \$145,540.57 |
| | \$133,431.00 | \$133,431.00 | \$141,436.86 | \$149,923.07 | \$154,420.76 | \$159,053.39 |
| Level 5 (Hybrid) | | \$150,000.00 | \$150,000.00 | \$159,000.00 | \$163,770.00 | \$168,683.10 |

APPENDIX 4 – Level 4 and 5 Clinical/Manager Hybrid Positions

- (1) The parties will undertake a process to nominate up to five level 4 Hybrid Clinical Manager positions and five level 5 Hybrid Clinical Managerial positions within the Employers listed in Appendix 1.
- (2) The outcome of this process will be recorded on the file at the Fair Work Commission.
- (3) These are new classification descriptors which have been introduced as agreed between the parties.
- (4) Existing Classifications
No existing employee will incur a reduction in their current classification as a result of the introduction of either the Level 4 or the Level 5 hybrid classification.
- (5) No Employer is required by this Agreement to appoint a Level 4 or Level 5 clinical/manager hybrid position outside of this funded nomination process.

APPENDIX 5 – PRODUCTIVITY OFFSETS

The parties agree to implement and monitor a new model of care and thereby introduce productivity initiatives through the following actions:

- (1) A greater proportion of examination services being provided by DT/OHTs
- (2) Greater use of DA Cert IV in taking intra-oral radiographs
- (3) Higher proportion of preventive services (cleaning, topical fluoride, fissure sealants) being provided by DT/OHTs
- (4) Greater use of DA Cert IV for oral health education service (oral hygiene instruction, dietary advice)
- (5) Primary tooth extractions predominantly provided by DT/OHTs
- (6) Majority of restorations in children provided by DT/OHTs
- (7) Greater proportion of restorations in adults being provided by DT/OHTs with extended scope of practice
- (8) All dentures and most other denture related services (eg: repairs) being provided by Dental Prosthetists.