

Re: Corrections to the *Victorian Stand Alone Community Health Centres Allied Health Professionals Enterprise Agreement 2017-2021* (Agreement)

The Agreement contains errors that require correction as follows:

- (i) in sub-clause 5.1(b) of the Agreement, replace “sub-clause 4.5” with “sub-clause 4.6”;
- (ii) in sub-clause 10.3 of the Agreement replace “clause 12” with “clause 13”;
- (iii) delete “under the NES” following the words Redundancy at sub-clause 14.7 of the Agreement;
- (iv) in sub-clause 56.7(a) of the Agreement replace “56.5” with “sub-clause 56.6”;
- (v) in sub-clause 59.7(c) of the Agreement replace “sub-clause 59.15” with “sub-clause 59.16”;
- (vi) in sub-clause 59.9(a)(ii) of the Agreement replace “sub-clause 59.9(a) and 59.9(b)” with “sub-clause 59.9(b) and 59.9(c)”;
- (vii) in sub-clause 59.12 of the Agreement replace both references to “sub-clause 59.11 or 59.12” with “sub-clause 59.10 or 59.11”; and
- (viii) in sub-clause 59.20(d)(ii) of the Agreement replace “clause 39.14” with “sub-clause 59.14”.



DECISION

Fair Work Act 2009

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

Victorian Hospitals' Industrial Association
(AG2019/274)

VICTORIAN STAND ALONE COMMUNITY HEALTH CENTRES ALLIED HEALTH PROFESSIONALS ENTERPRISE AGREEMENT 2017-2021

Health and welfare services

DEPUTY PRESIDENT COLMAN

MELBOURNE, 3 JUNE 2019

Application for approval of the Victorian Stand Alone Community Health Centres Allied Health Professionals Enterprise Agreement 2017-2021

[1] The Victorian Hospitals' Industrial Association has made an application for approval of an enterprise agreement known as the *Victorian Stand Alone Community Health Centres Allied Health Professionals Enterprise Agreement 2017-2021* (the Agreement) 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] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, and 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, 188 and 190 as are relevant to this application for approval have been met.

[4] Pursuant to s 202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] The Health Services Union of Australia, being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it wants the Agreement to cover it. In accordance with s 201(2) and based on the statutory declaration provided by the organisation, I note that the Agreement covers the organisation.

[6] The Agreement was approved on 3 June 2019 and, in accordance with s 54, will operate from 10 June 2019. The nominal expiry date of the Agreement is 30 June 2021.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2019/274

Applicant:

Victorian Hospitals' Industrial Association

Undertaking- section 190

I, Tim Nagle of the Victorian Hospitals' Industrial Association confirm the following:

- a. I am the Acting Chief Executive Officer of the Victorian Hospitals Industrial Association (VHIA);
 - b. VHIA is the bargaining representative of each of the Employers listed in Appendix One of the *Victorian Stand Alone Community Health Centres Allied Health professionals Enterprise Agreement 2017-2021 (Agreement)*; and
 - c. VHIA has been authorised in writing to give the following undertaking on behalf of each of the Employers, and gives the undertakings below on behalf of each of the Employers pursuant to subsection 190(3) of the *Fair Work Act 2009*:
1. The following weekly rates of pay will apply to the relevant Employees in lieu of the rates of pay in Appendix 2 of the Agreement:

(a) Intern - Medical Imaging Technologists (MIT) only

	FFPPOA			
	1-Jul-18	1-Nov-18	1-Nov-19	1-Jul-20
Intern with a three year degree	\$912.40	\$939.80	\$968.00	\$987.40
Intern with a masters degree	\$985.50	\$1015.10	\$1045.60	\$1066.50

(b) Assistant Allied Health Managers (AAHM)

	FFPPOA			
	1-Jul-18	1-Nov-18	1-Nov-19	1-Jul-20
AAHM – all AHP1 classifications except Medical Imaging Technologists (MIT), Year 3 who translates to Level 4, Pay Point 4 in the <i>Health Professionals and Support Services Award 2010</i>	\$2023.90	\$2084.60	\$2147.10	\$2190.00
AAHM Grade 1 - Medical Imaging Technologist (MIT) only, Year 3 who translates to Level 4, Pay Point 4 in the <i>Health Professionals and Support Services Award 2010</i>	\$2023.90	\$2084.60	\$2147.10	\$2190.00

(c) Allied Health Managers (AHM)

	FFPPOA			
	1-Jul-18	1-Nov-18	1-Nov-19	1-Jul-20
AHM Grade 1, Year 3 who translates to Level 4, Pay Point 4 in the <i>Health Professionals and Support Services Award 2010</i>	\$2023.90	\$2084.60	\$2147.10	\$2190.00

2. Afternoon shift allowance

Where an:

- Assistant Allied Health Manager (AAHM) – all AHP1 classifications except Medical Imaging Technologists (MIT), Year 3;
- Assistant Allied Health Manager (AAHM) Grade 1 - Medical Imaging Technologist (MIT) only, Year 3;

- Allied Health Managers Grade 1, Year 3; or
- Child Psychotherapist, Level 4, Year 3;

works an Afternoon Shift in accordance with sub-clause 41.1 of the Agreement, the Employee will be paid the afternoon shift allowance amounts specified in the table below per afternoon shift instead of the afternoon shift allowance specified in Appendix 3:

FFPPOA			
1-Jul-18	1-Nov-18	1-Nov-19	1-Jul-20
\$54.20	\$55.80	\$57.50	\$58.70

Signature:



Date:

31 May 2019

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

VICTORIAN STAND ALONE COMMUNITY HEALTH CENTRES ALLIED HEALTH PROFESSIONALS ENTERPRISE AGREEMENT 2017 - 2021

PART A – APPLICATION AND OPERATION OF THE AGREEMENT

1 Title

This enterprise agreement shall be known as the *Victorian Stand Alone Community Health Centres Allied Health Professionals Enterprise Agreement 2017-2021*.

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4 Definitions

- 4.1 **Act** means the *Fair Work Act 2009* (Cth).
- 4.2 **ADO** means accrued day off.
- 4.3 **Agreement** means the *Victorian Stand Alone Community Health Centres Allied Health Professionals Enterprise Agreement 2017-2021*.
- 4.4 **Commission** or **FWC** means the Fair Work Commission.
- 4.5 **Consultation** or **consult** refers to a genuine opportunity to influence the decision maker, but not joint decision making.
- 4.6 **Employee** means a person employed by an Employer listed in Appendix One who is employed in any of the classifications set out in this Agreement except where otherwise defined at clause 59 - Parental Leave.
- 4.7 **Employer** means an Employer listed in Appendix One.
- 4.8 **Experience** means experience in the Employee's occupation obtained within the last five years, excluding any unpaid leave provisions in the Agreement (or any previous applicable instrument).
- 4.9 **First State Super** means First State Superannuation Scheme, or any successor fund to it.
- 4.10 **FFPPOA** means the first full pay period commencing on or after.
- 4.11 **HESTA** means Health Employees Superannuation Trust of Australia, or any successor fund to it.
- 4.12 **National Employment Standards** or **NES** means Part 2-2 of the Act as amended from time to time.
- 4.13 **OHS Act** means the *Occupational Health and Safety Act 2004* (Vic), or its successor.
- 4.14 **Significant effect** includes but is not limited to:
- (a) termination of employment as a result of the change;
 - (b) alteration of hours of work and/or reduction in remuneration;
 - (c) changes to an Employee's classification, position description or duties or outsourcing;
 - (d) the need for retraining or relocation / redeployment to another site;
 - (e) removal of an existing amenity;
 - (f) changes in the composition or operation of the Employer's workforce or in the skills required; or
 - (g) the elimination or diminution of job opportunities, promotion opportunities or job tenure.
- 4.15 **Union** means the Health Services Union. The branch of the Health Services Union entitled to represent the Employees covered by the Agreement is the Health Services Union Victoria No. 3 Branch, trading as the Victorian Allied Health Professionals Association.
- 4.16 **WIRC Act** means the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic).

5 Coverage

5.1 This Agreement covers:

- (a) the Employers listed in Appendix One of this Agreement; and
- (b) all Employees (as defined in sub-clause 4.5) who are employed by an Employer listed in Appendix One in any of the classifications set out in this Agreement.

5.2 It is the intention of this Agreement that the Union will be covered by this Agreement, and the Union will be formally advised when the Agreement is made in order for the Union to apply under section 183 of the Act to be covered by the Agreement.

6 Date and Period of Operation

6.1 This Agreement shall come into effect seven (7) days from the date of approval by the Commission.

6.2 This Agreement shall nominally expire on 30 June 2021.

6.3 The Agreement shall continue to operate after the nominal expiry date in accordance with the provisions of the Act.

6.4 Those covered by the Agreement and their representatives will, three (3) months prior to the nominal expiry date of this Agreement, endeavour to commence negotiations for a replacement enterprise agreement provided that any claim made by any party during this period may not be supported by industrial action.

7 Savings

Nothing in this Agreement shall affect any condition of employment that 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, except where a condition of employment only arose from the *Victorian Stand Alone Community Health Centres, Health Professionals Multi-Employer Agreement 2012 – 2016* or the *Sunraysia Community Health Services Ltd Health Professionals Enterprise Agreement 2011-2015* and that condition of employment has been expressly varied in this Agreement.

8 No Extra Claims

8.1 This Agreement is reached in full and final settlement of all matters subject to claims by either party and for the life of the Agreement no further claims will be made or supported by the parties covered by the Agreement.

8.2 Nothing in this clause 8 is intended to be inconsistent with the Act or remove the ability for this Agreement to be varied in accordance with the Act.

9 Anti-Discrimination

9.1 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, gender, sexual orientation, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin or any other attributes protected by anti-discrimination legislation.

9.2 Accordingly, in fulfilling their obligations under this Agreement, those covered by the Agreement must make every endeavour to ensure that neither this Agreement's provisions nor their operation are directly or indirectly unlawfully discriminatory in their effects.

9.3 Nothing in this clause 9 is to be taken to affect:

- (a) any different treatment (or treatment having different effects) which is specifically exempted under Commonwealth or State anti-discrimination legislation;
- (b) 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
- (c) the exemptions in section 351(2) of the Act.

10 Relationship to Previous Agreements, Awards and the National Employment Standards

10.1 This is a comprehensive agreement that operates to the exclusion of any award, workplace determination or other agreement which previously applied to Employees covered by this Agreement.

10.2 This Agreement is not intended to exclude any part of the NES or to provide any entitlement which is detrimental to an Employee's entitlement under the NES. For the avoidance of doubt, the NES prevails to the extent that any aspect of this Agreement would otherwise be detrimental to an Employee.

10.3 A dispute or grievance that is being considered pursuant to clause 13 of the *Victorian Stand Alone Community Health Centres, Health Professionals Multi-Employer Agreement 2012 – 2016* or clause 13 of the *Sunraysia Community Health Services Ltd Health Professionals Enterprise Agreement 2011-2015* at the time this Agreement commences operation may continue to be considered pursuant to clause 12 of that enterprise agreement.

11 Transfer of Business

11.1 Where the business of the Employer is, before or after the date of the Agreement, transferred from the Employer (within the meaning of the Act) ('the first employer') to another Employer ('the new employer') and an employee who at the time of such transfer was an employee of the first employer in that business becomes an employee of new employer:

- (a) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
- (b) the period of employment which the employee has had with the first employer including any previously transferred service shall be deemed to be service of the employee with the new employer.

12 Posting Agreement

The Employer will make a copy of the Agreement accessible to all Employees either physically and/or electronically.

PART B – CONSULTATION, DISPUTE RESOLUTION PROCEDURE AND DISCIPLINARY PROCEDURE

13 Consultation

13.1 Consultation regarding major workplace change

- (a) Where an Employer proposes a change that may result in the termination of the employment of an Employee or Employees or other significant effect, the Employer will consult with the Employee/s, the Union covered by this Agreement and, where relevant, the Employee's other chosen representative.

- (b) **Definitions**

Under this sub-clause 13.1 **measures to mitigate or avert** 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.

- (c) **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:

- (i) the details of proposed change;
- (ii) the reasons for the proposed change;
- (iii) the possible effect on Employees of the proposed change;
- (iv) measures the Employer is considering that may mitigate or avert the effects of the proposed change; and
- (v) the right of an affected Employee to have a representative including a Union representative.

- (d) **Meeting**

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

- (e) **Amendment to proposal**

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

- (i) whether the Employer intends to proceed with the change proposal;
- (ii) any amendment to the change proposal arising from consultation;

- (iii) details of any measures to mitigate or avert the effect of the changes on affected Employees; and
- (iv) a summary of how matters that have been raised by Employees, the Union and their representatives have been taken into account.

13.2 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 representatives, if any, about the proposed change.
- (b) The Employer must:
 - (i) provide to the Employee or Employees affected and their 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 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 representatives.
- (c) The requirement to consult under this sub-clause 13.2 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.

13.3 Consultation when engaging contractors

Where the Employer proposes to engage contractors and/or employees of contractors to perform work currently undertaken by Employees, other than on an ad hoc or temporary basis, the Employer will consult with affected Employees and the Union, having regard to the impact this will have upon the job security of existing Employees and the terms and conditions of employment of Employees.

13.4 Parental leave or other absence

For the avoidance of doubt, the obligation to consult under this clause 13 includes those who are absent on leave including parental leave.

14 Redundancy

14.1 NES

Redundancy entitlements are prescribed by the NES.

14.2 Consultation

Where an Employee's employment may be terminated as a result of redundancy, the provisions of subclause 13.1 (Consultation Regarding Major Workplace Change) apply. This sub-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.

14.3 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 14 shall limit the right of an Employee to claim redundancy pay under sub-clause 14.7 on the basis that the role to which the Employee has been transferred is not acceptable employment consistent with the Act.

14.4 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 14 had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

14.5 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.
- (c) This entitlement applies instead of sub-clause 21.6.

14.6 Effect of this provision

The entitlements contained at sub-clauses 14.7 and 14.8 of this clause 14 operate in accordance with section 55 of the Act.

14.7 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
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- (b) Redundancy pay is calculated on the Employee's base rate of pay for:
- (i) the Employee's hours of work at the time of the redundancy; or,
 - (ii) the Employee's average weekly hours of work over the preceding twelve (12) months;
- whichever is more favourable to the Employee.

14.8 Exclusions and variations

Nothing in this clause 14 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.

14.9 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 them to any of the vacant positions.
- (d) Nothing in sub-clause 14.9 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.

14.10 Redeployment on Parental Leave

- (a) Where, following the consultation in sub-clause 13.1, an Employee is on parental leave when the Employee's role is declared redundant, the Employer will inform the Employee in writing that:
- (i) the role is redundant; and
 - (ii) the Employee may defer attempts to redeploy them until they have returned to work from parental leave.
- (b) Where the Employee notifies the Employer that they wish to defer attempts to redeploy them until they have returned to work from parental leave, the Employer will defer attempts to redeploy the Employee until they return to work from parental leave.

- (c) Where an Employee elects to be redeployed and accepts redeployment into a vacant position, the Employer will redeploy them to that position. In such a circumstance, the Employer will not require the Employee to vary the length of the parental leave and the Employee's right to request an extension to parental leave under sub-clause 59.14 is not affected.

15 Dispute Settling Procedures

15.1 This dispute resolution procedure will apply to any dispute / grievance arising in relation to:

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

15.2 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 15 and must cooperate to ensure that these processes are carried out expeditiously.

15.3 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 days or such longer period as is reasonable in the circumstances or mutually agreed.

15.4 Referral to the Commission

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

15.5 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 sub-clause 15.5.

15.6 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.

15.7 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 sub-clause 15.7.

16 Discipline

16.1 Disciplinary matters

Where an Employer has concerns it alleges may warrant disciplinary action about the conduct or performance of an Employee the procedure in this clause 16 shall apply, except where it is appropriate to deal with the matter informally and without record.

16.2 Investigative procedure

The Employer will advise the Employee in writing of the concerns and / or any allegation and conduct a fair investigation having proper regard to procedural fairness and the factors set out below.

16.3 Important procedural factors

- (a) An Employee is entitled to be represented by a person or organisation of their choice including a Union. A reasonable opportunity is to be provided for a support person or representative of the Employee's choice to attend all interviews or meetings conducted by the Employer with the Employee.
- (b) The Employer must take all reasonable steps to give the Employee a reasonable opportunity to answer any concerns or allegations.
- (c) The reason for any interview is to be explained.
- (d) The Employee is to be provided with any material which forms the basis of the concerns and any allegation against them and given a reasonable time to respond.
- (e) If the Employee raises an issue in response to the Employer's concerns or allegations that warrants further investigation, the Employer shall take reasonable steps to investigate the matter. This will include interviewing witnesses identified by the Employee where possible. Where any further investigation results in additional materials (including witness statements) that material will be provided to the Employee.

16.4 Disciplinary procedure

If following the investigation, the Employer reasonably considers that the Employee's conduct may warrant disciplinary steps being taken, the Employer will notify the Employee in writing of the basis of its view and any allegation and meet with the Employee. The Employee will be afforded an opportunity to provide a further response verbally and / or in writing.

16.5 Considerations

In considering whether the Employee should be disciplined the Employer will consider:

- (a) whether there is a valid reason related to the performance or conduct of the Employee arising from the investigation justifying the disciplinary process;
- (b) whether the Employee knew or ought to have known that the performance or conduct was below acceptable standards; and

- (c) any explanation by the Employee relating to the performance or conduct.

16.6 Possible outcomes

- (a) Where it is determined after following the procedures in this clause 16 that disciplinary action is warranted, the Employer may take any of the following steps depending on the seriousness of the performance or conduct:
 - (i) counsel the Employee, with the counselling not recorded on the Employee's personnel file;
 - (ii) counsel the Employee, with the counselling recorded on the Employee's personnel file;
 - (iii) give the Employee a first warning, which will be verbal and a record of the warning recorded on the personnel file;
 - (iv) give the Employee a second written warning in the event that the Employee has previously been given a first warning within the previous 12 months for that course of conduct or performance;
 - (v) give the Employee a final written warning in the event that the Employee has previously been given a second written warning within the preceding 18 month period for that course of conduct or performance;
 - (vi) terminate the Employee on notice in the case of an Employee who repeats a course of conduct or performance for which a final warning was given in the preceding 18 months; or
 - (vii) terminate the Employee without notice where the conduct is serious misconduct (as defined for the purposes of the Act) that is wilful and deliberate.
- (b) In case of misconduct warranting termination, either summarily or on notice, the Employer may issue the Employee with a final warning without following the steps in sub-clauses 16.6(a)(i) to (a)(vii) above.
- (c) The Employer's decision and a summary of its reasons will be notified to the Employee in writing.
- (d) If after any warning, a period of 12 or 18 months elapses (as relevant) without any further warning being required, all adverse reports relating to the warning must be removed from the Employee's personnel file.
- (e) A dispute over the clause 16 is to be dealt with in accordance with the Dispute Settling procedure of this Agreement.

16.7 Additional Matters – Performance

- (a) Where issues regarding the Employee's performance are being addressed under this clause 16, the Employer shall write to the Employee setting out:
 - (i) the required level of performance; and
 - (ii) the time in which the Employee is required to improve the performance before further disciplinary action will be considered with such time being reasonable in the circumstances.
- (b) The Employer will provide on-going feedback on the Employee's performance during this period, including if the Employee's performance is not improving to a satisfactory standard.

16.8 Confidentiality

- (a) Disciplinary matters shall be addressed confidentially, except to the extent necessary to ensure that the requirements of this Agreement are met including the provision of material that provides the basis of the concerns and the provision of a response as provided at sub-clauses 16.3(b) and 16.4 respectively.
- (b) Where the Employee believes that evidence should be obtained from individuals who have knowledge of the complaint the Employee or their representative shall advise the Employer, who shall take reasonable steps to obtain the evidence.

17 Individual Flexibility Arrangement

17.1 An Employer and an individual Employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the Employer and the individual Employee. The terms the Employer and the individual Employee may agree to vary the application of are those concerning:

- (a) arrangements for when work is performed;
- (b) overtime rates;
- (c) penalty rates;
- (d) allowances; and
- (e) leave loading.

17.2 The Employer and the individual Employee must have genuinely made the agreement without coercion or duress.

17.3 The agreement between the Employer and the individual Employee must:

- (a) be confined to a variation in the application of one (1) or more of the terms listed in sub-clause 17.1; and
- (b) result in the Employee being better off overall than the Employee would have been if no individual flexibility agreement had been agreed to.

17.4 The agreement between the Employer and the individual Employee must also:

- (a) be in writing, name the parties to the agreement and be signed by the Employer and the individual Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
- (b) state each term of this Agreement that the Employer and the individual Employee have agreed to vary;
- (c) detail how the application of each term has been varied by agreement between the Employer and the individual Employee;
- (d) detail how the agreement results in the individual Employee being better off overall in relation to the individual Employee's terms and conditions of employment; and
- (e) state the date the agreement commences to operate.

17.5 The Employer must give the individual Employee a copy of the agreement and keep the agreement as a time and wages record.

17.6 Except as provided in sub-clause 17.4(a), the agreement must not require the approval or consent of a person other than the Employer and the individual Employee.

- 17.7** Where the Employer seeks to enter into an agreement, it must provide a written proposal to the Employee. Where the Employee's understanding of written English is limited, the Employer must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.
- 17.8** The agreement may be terminated:
- (a) by the Employer or the individual Employee giving four (4) weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the Employer and the individual Employee.
- 17.9** The right to make an agreement pursuant to this clause 17 is in addition to, and is not intended to otherwise affect, any provision for an agreement between the Employer and an individual Employee contained in any other term of this Agreement.
- 17.10** The Employee may appoint a representative for the purposes of the procedure in this clause 17, including the Union. Except as provided in sub-clause 17.6 the arrangement must not require the approval or consent of a person other than the Employer and the individual Employee.

18 Flexible Work Arrangements

- 18.1** The Act entitles specified Employees to request flexible working arrangements in specified circumstances. The specified Employees are:
- (a) full time or part Employees with at least 12 months continuous service; and
 - (b) long term casual Employees with a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.
- 18.2** To ensure that Employees are aware of this entitlement, the Employer will post the information statement at Appendix Five on the intranet and/or relevant notice board and provide a copy to new Employees.
- 18.3** Where a request for flexible work arrangements is made, an Employee or Employer is entitled to meet with the other party to discuss:
- (a) the request;
 - (b) an alternative to the request; or
 - (c) reasons for a refusal on reasonable business grounds.
- 18.4** The dispute resolution procedure in the Agreement will apply to any dispute / grievance arising in relation to a request for flexible working arrangements.

PART C – TYPES OF EMPLOYMENT AND TERMINATION

19 Types of Employment

19.1 Types of Employment

- (a) Employees under this Agreement may be employed in any one of the following categories:
 - (i) full-time Employees;
 - (ii) part-time Employees;
 - (iii) fixed term or temporary Employees;
 - (iv) casual Employees; or
 - (v) Employees with limited tenure.
- (b) At the time of engagement the Employer shall inform each Employee of the terms of their engagement, and in particular, whether they are to be full-time, part-time, fixed term or temporary Employees, casual Employees or Employees with limited tenure.

19.2 Full-time employment

Except as provided in clause 38 – Hours of work, an Employee who is required by the Employer to work full-time and is ready, willing and available to work the full number of hours as required by the Employer, shall be paid the full weekly wage as prescribed by this Agreement irrespective of the number of hours worked not exceeding 38.

19.3 Part-time employment

- (a) The Employer may employ part-time Employees in any classification in this Agreement. The minimum period of engagement of a part-time Employee is three (3) hours.
- (b) A part-time Employee is a person who:
 - (i) works less than full-time hours of 38 per week (or less than 76 hours in a fortnight);
 - (ii) has reasonably predictable hours of work; and
 - (iii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time Employees who do the same kind of work.
- (c) At the time of engagement, the Employer and the part-time Employee will agree in writing on the following matters:
 - (i) regular pattern of work, specifying at least the hours worked each day;
 - (ii) which days of the week the Employee will work; and
 - (iii) the actual starting and finishing times each day.
- (d) Any agreed variation to the regular pattern of work will be recorded in writing. A part time Employee may be offered additional hours at ordinary rates within the limits prescribed by this Agreement. A part time Employee is entitled to decline an offer of additional ordinary hours. Where a part-time Employee is directed by the Employer to work additional hours or works hours in excess of 38 in a week, overtime rates will apply.
- (e) Part-time Employees shall be paid at an hourly rate equal to 1/38th of the weekly wage appropriate to the Employee's classification. Accrued paid leave entitlements for part time Employees accrue on a pro rata basis, including on additional ordinary hours.

19.4 Fixed term or temporary employment

- (a) The Employer may employ an Employee either:
 - (i) as a fixed-term Employee who is employed for a specific period, or a specified purpose (other than that referred to in sub-clause 19.4(a)(ii)), neither of which will exceed an initial period of 12 months' employment, provided that any such term may be extended for a further period of up to 12 months to complete the particular project, task or training for which the Employee was engaged;
 - (ii) as a replacement Employee replacing a person on parental leave in accordance with clause 59 – Parental leave, for a period not exceeding twenty-four months; or
 - (iii) as a temporary Employee who is employed on hours which may or may not be fixed for a period not exceeding three (3) months.
- (b) If the period of engagement, or an extended engagement in accordance with sub-clause 19.4(a)(i), exceeds that provided for in this sub-clause 19.4 or the Employee engaged pursuant to this sub-clause 19.4 is re-engaged within thirteen weeks (including the total period of accrued annual leave paid on termination), the Employee shall be deemed to have been originally employed under sub-clause 19.2 - Full-time employment, or sub-clause 19.3 - Part-time employment.
- (c) Employees engaged as either fixed term Employees, replacement Employees or temporary Employees pursuant to this sub-clause 19.4 will receive the rates of pay and conditions provided for under sub-clause 19.3, regardless of the number of hours worked, with the exception of the period of notice which for Employees engaged as temporary Employees under this sub-clause 19.4, shall be one (1) week.
- (d) Fixed term employment can only be offered for true fixed term arrangements, including special projects, post graduate training, graduate year positions, maternity leave and long service leave relief.

19.5 Casual employment

- (a) A casual Employee is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by the Employer in accordance with the Employer's requirements, without the requirement of prior notice by either the Employer or the Employee, but does not include an Employee who could properly be classified under sub-clause 19.2 - Full-time employment, sub-clause 19.3 - Part-time employment or sub-clause 19.4 - Fixed term or temporary employment. The minimum period of engagement of a casual Employee is three (3) hours.
- (b) A casual Employee shall be paid for all work done on weekdays an amount equal to 1/38th of the weekly wage appropriate to the Employee's classification per hour plus 25% and for all work done on Saturday, Sundays and public holidays an amount equal to 1/38th of the weekly wage appropriate to the Employee's classification per hour plus 75%.
- (c) In addition a casual Employee shall be entitled to receive the appropriate uniform and other allowances contained in this Agreement.
- (d) The provisions of clause 21 – Termination of employment, clause 49 – Annual leave, clause 53 – Personal leave except in so far as it expressly applies to casual Employees, and clause 60 – Long service leave, shall not apply in the case of a casual Employee.

19.6 Employment with limited tenure

- (a) By written agreement with an Employee, the Employer may employ a new graduate from any of the professions covered by this Agreement for a period of twelve months.
- (b) At the end of the twelve months, the employment will end unless the Employee successfully applies for a new position with the Employer in which case they will no longer be employed pursuant to this sub-clause 19.6. A new graduate is deemed to be a person who has successfully completed their academic studies in the twelve months prior to commencing limited tenure employment. All other conditions of this Agreement shall apply.

20 Casual Conversion

- 20.1** Where a casual Employee has worked shifts on a regular and systematic basis over 26 weeks or more, the Employer and Employee recognise that the Employee may be more properly classified as a part-time or full-time Employee.
- 20.2** An Employee will not be considered to be working on a regular and systematic basis where the shifts the Employee has been working are replacing an Employee on an absence (including but not limited to parental leave, long service leave, workers compensation leave and personal/carer's leave) or a flexible working arrangement.
- 20.3** Either the Employer or the Employee may request in writing the conversion to full-time or part-time employment (whichever is applicable) and such request will not be unreasonably refused by either party.
- 20.4** A written response will be provided no later than 21 days from the date of a request (by either an Employee or Employer) Where the request is refused, the written response will include reasons for the refusal. Where the Employer makes the request under sub-clause 20.3, at the time of making the request the Employer will also notify the Employee in writing of their obligations under this sub-clause 20.4.
- 20.5** Where an Employee converts from casual to full-time or part-time employment, the Employee's minimum weekly hours will be those worked on a regular and systematic basis as described in subclauses 20.1 and 20.2 above, and the provisions of sub-clause 19.2 Full-time Employment or sub-clause 19.3 Part-time employment (whichever is relevant) will apply.
- 20.6** Where such a conversion occurs, the Employee will be provided in writing with a revised contract of employment or letter of appointment including any period/s of casual employment with the Employer.

21 Termination of Employment

- 21.1** In the event of termination of employment, four (4) weeks' written notice shall be given by the Employee or the Employer, or four (4) weeks' wages paid or forfeited as the case may be.
- 21.2** The period of notice of termination to be given by the Employer shall increase by one (1) week if the Employee is over 45 years of age and has completed at least two years of continuous service with the Employer.
- 21.3** If an Employee does not give the period of written notice required by this clause 21, the Employer may deduct from an amount due to the Employee on termination of the Employment, an amount equal to the remuneration that would otherwise have been payable to the Employee during the notice period, less any period of notice given by the Employee.

- 21.4** The provisions of this clause 21 shall apply except where the conduct of the Employee justifies instant dismissal. In such circumstances, wages shall be paid only up to the time of dismissal.
- 21.5** Where the system of work provided for the taking of ADOs and an Employee's employment is terminated:
- (a) if one (1) or more ADOs have been granted in advance, or an ADO has been taken during the work cycle in which the Employee is terminated, the wages due to that Employee shall be reduced by the total of ADOs taken in advance, and/or the total un-accrued portion of the ADO granted in that work cycle as the case may be;
 - (b) if an Employee has not worked a complete twenty day four (4) week or five (5) week cycle, they shall receive pro-rata accrued entitlements for each day worked or regarded as having been worked (i.e. paid leave) in such cycle payable for the ADO.
- 21.6** Where the Employer has given notice of termination to an Employee, the Employee will be allowed one (1) day off without loss of pay for the purpose of seeking other employment at times that are convenient to the Employee after consultation with the Employer.

22 Transition to Retirement

- 22.1** 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.
- 22.2** Transition to retirement arrangements may be proposed and, where agreed, implemented through:
- (a) flexible working arrangements (see clause 18);
 - (b) an individual flexibility arrangement (see clause 17);
 - (c) an agreement in writing between the parties; or
 - (d) any combination of the above.
- 22.3** 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);
 - (d) working remotely;
 - (e) using accrued Long Service Leave and/or Annual Leave for the purpose of reducing their working week but retaining their previous employment status; and/or

Example:

1. A full-time Employee may work 3 days per week and have 2 days of accrued long service leave per week, retaining their full-time status.
2. A part-time Employee employed for 24 hours per week may work 20 hours per week and take 4 hours of accrued annual leave per week, retaining their status as a part-time Employee employed for 24 hours per week.

- (f) accepting appointment to a role that has reduced hours (post transition role), in which case the Employee will retain the accrual of long service leave they had immediately prior to the reduction in their hours. Where long service leave is taken, the Employee will be paid long service leave hours at their hours of work prior to the post translation role until the preserved long service leave hours are exhausted.

Example:

An Employee's hours of work are reduced under this sub-clause 22.3(f) from 32 hours per week to 24 hours per week. When the Employee takes long service leave they will be paid for 32 hours of long service leave per week until the preserved long service leave is exhausted.

- 22.4** Purchased Leave may also be available to assist an Employee to transition to retirement in accordance with clause 52 Flexible Annual Leave Arrangements (Purchased Leave).

PART D - WAGES

23 Once Off Upfront Lump Sum Payment

- 23.1** An Employee, including an Employee on parental leave, on the date the Agreement commences operation is entitled to a once off lump sum payment from the Employer in accordance with the following:
- (a) where the Employee commenced employment with the Employer on or after 12 January 2018 but prior to 12 July 2018 - \$500 (pro-rata for part-time Employees);
 - (b) where the Employee commenced employment with the Employer on or after 12 July 2017 but prior to 12 January 2018 - \$1,000 (pro-rata for part-time Employees);
 - (c) where the Employee commenced employment with the Employer on or after 12 July 2016 but prior to 12 July 2017 - \$2,000 (pro-rata for part-time Employees); or
 - (d) where the Employee commenced employment with the Employer prior to 12 July 2016 - \$2,500 (pro-rata for part-time Employees).
- 23.2** The payment is based on the Employee's contracted hours in the FFPPOA the date the Agreement commences operation. For example, an Employee who commenced employment prior to 12 July 2016 and was 0.5EFT in the FFPPOA the date the Agreement commences operation would receive a once off lump sum payment of \$1,250.
- 23.3** Unless sub-clause 23.4 or 23.5 applies, in the case of an Employee on parental leave, their contracted hours for the purposes of sub-clause 23.2 are their hours for the position which they held immediately before proceeding on parental leave.
- 23.4** In the case on an Employee on parental leave who began working part-time or was a part-time Employee and reduced their ordinary hours because of the pregnancy of the Employee, or their spouse, their contracted hours for the purposes of sub-clause 23.2 are their hours for the position they held immediately before starting to work part-time or reducing their ordinary hours.
- 23.5** In the case of an Employee on parental leave who transferred to a safe job under sub-clause 37.13 of the *Victorian Stand Alone Community Health Centres, Health Professionals Multi-Employer Enterprise Agreement 2012 – 2016*, sub-clause 41.14 of the *Sunraysia Community Health Services Ltd Health Professionals Enterprise Agreement 2011-2015* or the NES , their contracted hours for the purposes of sub-clause 23.2 are their hours for the position they held immediately before the transfer.
- 23.6** For the avoidance of doubt, casual employees are excluded from the once off lump sum payment provided in this clause 23.

24 Wage Increases

- 24.1** Weekly rates of pay prescribed by this Agreement will be adjusted by the amounts set out below:
- (a) 5.25% effective from the FFPPOA 12 July 2018;
 - (b) 3% effective from the FFPPOA 1 November 2018;
 - (c) 3% effective from the FFPPOA 1 November 2019; and
 - (d) 2% effective from the FFPPOA 1 July 2020;
- 24.2** Effective from the FFPPOA 12 July 2018, additional uplifts in the wage rates have been applied to the classifications that are marked with a hash symbol (#) in Appendix Two.
- 24.3** The rates as amended by this Agreement are set out at Appendix Two of this Agreement.
- 24.4** The above rates of pay will only come into operation on the approval of this Agreement by the Commission in accordance with the Act.

25 Payment of Wages

25.1 Frequency and method of payment

- (a) The pay period will be weekly or fortnightly and wages shall be paid by electronic funds transfer into the bank or financial institution account nominated by the Employee, or by any other method mutually agreed in writing by the Employer and Employee.
- (b) Wages shall be paid no later than Thursday following the end of the pay period.

25.2 Final pay

(a) Termination of employment

- (i) Where the Employer terminates an Employee's employment and the Employee is not required by the Employer to work the relevant notice period (or part of the notice period) prescribed by clause 21, unless otherwise agreed:
 - (A) the employee will be paid the required notice period (or part of the notice period) on the date of termination of employment; and
 - (B) any other entitlements, due to the Employee, will be paid to the Employee by no later than the next pay day (in accordance with sub-clause 25.1) following the date of termination of employment.
- (ii) In all other instances (including resignation by an Employee), unless otherwise agreed in writing, any entitlements due to the Employee will be paid by no later than the next pay day (in accordance with sub-clause 25.1) following the date of termination of employment.

(b) Death of an Employee

Upon appropriate notification, any entitlements due to a deceased Employee are payable to the person who has the legal right to administer the estate/affairs of the deceased Employee.

25.3 Deductions

The following provisions of the Agreement deal with deductions from an employee's pay:

- (a) sub-clause 21.3;

- (b) sub-clause 26.4;
- (c) clause 27;
- (d) sub-clause 49.6; and
- (e) clause 52.

26 Superannuation

26.1 The subject of superannuation is dealt with extensively by federal legislation which prescribes the obligations and entitlements regarding superannuation. This clause 26 is ancillary to and supplements those provisions.

26.2 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'), and includes any superannuation scheme which may be made in succession thereto;
- (b) First State Super (First State Superannuation Scheme), and includes any superannuation scheme which may be made in succession thereto; or
- (c) at the request of an Employee, any other Industry Superannuation Fund. Industry Superannuation Fund means a complying superannuation fund, as defined in the *Superannuation Industry (Supervision) Act 1993* (Cth), that:
 - (i) has twenty or more participating employers;
 - (ii) excluding any independent directors, provides for half of the trustee board to be comprised of employee representatives and/or nominated by one or more trade unions and half of the trustee board to be comprised of representatives of participating employers; and
 - (iii) operates on a "not for profit" basis.

26.3 Upon commencement of employment, the Employer shall make available the membership forms for the funds at sub-clauses 26.2(a) and 26.2(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 First State Super while it provides a "MySuper" product as defined by the Act.

26.4 Subject to the terms of the relevant trust deed of the superannuation fund, an Employee may make additional contributions to their chosen superannuation fund and upon receiving written authorisation from the Employee, the Employer will deduct such contributions from an Employee's salary and will forward such contributions to the chosen fund.

26.5 Absence from work

(a) Paid leave

Unless prohibited by the relevant superannuation fund of which the Employee is a member, superannuation contributions shall continue whilst an Employee who is 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 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**

Unless prohibited by the relevant superannuation fund of which the Employee is a member, superannuation contributions shall continue whilst an Employee who is a member of the fund is absent due to a work related injury or illness provided that the Employee is receiving workers compensation payments for 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 Pay clause 28.

27 Salary Packaging

- 27.1** Employees covered by this Agreement will have access to salary packaging arrangements in accordance with this clause 27.
- 27.2** By agreement with the Employee, the current rate of pay specified in Appendix Two may be salary packaged in accordance with the Employer's policy on salary packaging.
- 27.3** The Employee shall compensate the Employer from their rate of pay for any FBT incurred as a consequence of any salary packaging arrangement the Employee has entered into. Where the Employee chooses not to pay any of the costs associated with their salary packaging, the Employer may cease the Employee's salary packaging arrangements.
- 27.4** The parties agree that in the event that salary packaging ceases to be an advantage to the Employee (including as a result of subsequent changes to FBT legislation) the Employee may elect to convert the amount packaged to salary. Any costs associated with the conversion to salary shall be borne by the Employee and the Employer shall not be liable to make up any benefit lost as a consequence of an Employee's decision to convert to salary.
- 27.5** The Employee shall be responsible for all costs associated with the administration of their salary packaging arrangements, provided that such costs shall be confined to reasonable commercial charges as levied directly by the external salary packaging provider and/or in-house payroll service (as applicable), as varied from time to time.
- 27.6** The parties recommend to Employees who are considering salary packaging that they seek independent financial advice. The Employer shall not be held responsible in any way for the cost or outcome of any such advice and furthermore, the parties agree that the Employee shall pay for any costs associated with salary packaging.
- 27.7** Superannuation contributions paid by the Employer into an approved Fund will be calculated on the rates of pay for the applicable classification as specified in Appendix Two.

28 Accident Pay

- 28.1** Subject to this clause 28, where an Employee is receiving a weekly payment of compensation in respect of an incapacity under the WIRC Act the Employee will receive accident make up pay equal to the ordinary time earnings they would ordinarily receive, less the amount of weekly compensation.
- 28.2** Accident make up pay shall only be payable to an eligible Employee whilst that Employee remains in the employment of the Employer.

28.3 An Employer is not liable to pay accident make up pay:

- (a) in relation to an incapacity which occurred during the first two (2) weeks of the employment unless such incapacity continues beyond the first two (2) weeks of employment in which case the maximum period of payment of accident make up pay will apply only to the period of incapacity after the first two (2) weeks;
- (b) in relation to any injury, during the first five (5) normal working days of incapacity. However, an Employee who contracts an infectious disease in the course of duty is entitled to receive workers' compensation therefore shall receive accident pay from the first day of incapacity;
- (c) for any period that weekly payments under the WIRC Act cease;
- (d) whilst the Employee is on any other paid leave provided for in this Agreement;
- (e) unless the Employee has given notice in writing to the Employer of an injury as soon as practicable after the occurrence of the injury;
- (f) upon the death of the Employee.

28.4 The maximum period or aggregate periods of accident make up pay for which the Employer is liable under this clause 28 is 39 weeks for any one injury.

28.5 Injuries incurred prior to proclamation of Accident Compensation Act

For an injury incurred prior to the proclamation of the WIRC Act a reference to that WIRC Act shall be deemed to be references to the *Accident Compensation Act 1985*.

PART E - ALLOWANCES AND REIMBURSEMENTS

29 Allowances

- 29.1** Uniform, laundry, meal and sole allowances will increase in line with the wage increases specified in sub-clause 24.1.
- 29.2** Refer to clause 41 for shift work allowance and clause 45 for on-call/recall allowance.
- 29.3** Allowances as amended by this Agreement are set out at Appendix Three of this Agreement.

30 Sole Allowance

An Employee who is the only person employed in one of the below listed classifications, shall be paid, in addition to their appropriate rate, an allowance per week at the rate specified in Appendix Three:

- Child Psychotherapist
- Exercise Physiologist
- Health Information Manager
- Medical Imaging Technologist
- Medical Librarian
- Medical Photographer or Illustrator
- Music Therapist
- Occupational Therapist
- Orthoptist
- Orthotist/Prosthetist
- Physiotherapist
- Podiatrist
- Recreation Therapist
- Speech Pathologist

31 Higher Qualifications Allowance

- 31.1** An AHP1 Employee who holds an additional post graduate qualification which is of direct relevance to their current position or functional work area, shall be paid an allowance of 7.5% of the AHP1 grade 1, year 1 rate.
- 31.2** An AHP1 Employee who holds a doctorate which is of direct relevance to their current position or functional work area shall be paid an allowance of 10% of the AHP1 grade 1, year 1 rate.
- 31.3** An Employee who receives an allowance under sub-clause 31.2 above cannot also receive an allowance under sub-clause 31.1 above.
- 31.4** Please refer to Schedule 1 of Section B of Appendix Four for provisions relevant to some Exercise Physiologists.
- 31.5 Definitions**
- (a) A **post graduate qualification** means a qualification that has been assessed as a Graduate Certificate, Graduate Diploma or Masters Degree (or equivalent to any of these) under the Australian Qualifications Framework level 8 or 9 criteria. For the avoidance of doubt, an Honours Degree is not a post graduate qualification for the purposes of this clause 31.
- (b) A **doctorate** means a qualification that has been assessed as a Doctorate (or equivalent) under the Australian Qualifications Framework level 10 criteria.

32 Higher Duties Allowance

Note: An individual Employee does not need to perform the duties of the absent employee for the entire period of the absence in order to access the higher duties allowance.

An Employee required to assume the duties of another employee (**absent employee**) on a higher classification (that is a classification with a higher minimum rate of pay) who is absent for five days or more will be paid for the days for which they assumed the higher duties at not less than the minimum rate of pay prescribed for the classification applying to the absent employee.

Example:

A Grade 3 Employee is absent for five (5) days. Two Grade 2 Employees are required to perform the duties of the absent Grade 3 Employee, Employee one for 3 days and Employee two for 2 days. Employee one would be entitled to the higher duties allowance for the 3 days and Employee two would be entitled to the higher duties allowance for 2 days.

33 Meal Allowance

33.1 An Employee shall be paid a meal allowance at the rate specified in Appendix Three for each occasion when:

- (a) the Employee works overtime in excess of one (1) hour after the usual time of ceasing work for the day; or
- (b) the Employee is recalled to duty outside of usual working hours for a period in excess of two (2) hours, and when the time of such recall coincides with or over-runs normal meal time.

33.2 An Employee will be paid a further meal allowance at the rate specified in Appendix Three when the Employee works more than four (4) hours of overtime or recall.

33.3 This clause 33 shall not apply when a meal is supplied at the cost of the Employer.

34 Telephone Allowance

Where the Employer requires an Employee to install and or maintain a telephone for the purposes of being on-call the Employer shall reimburse the installation costs and the subsequent six monthly rental charges on production of receipted accounts.

35 Uniform and Laundry Allowance

35.1 Where the Employer requires an Employee to wear any special clothing or uniform, the Employer must reimburse the Employee for the cost of purchasing such special clothing or uniform. The provisions of this clause 35 do not apply where the special clothing or uniform is paid for by the Employer.

35.2 Notwithstanding sub-clause 35.1 above, the Employer may, by agreement with the Employee, pay a uniform allowance at the daily or weekly rate set out in Appendix Three (whichever is the lesser amount in total) when the Employee is expected to provide their own uniforms or coats. When such Employee's uniforms or coats are not laundered by or at the expense of the Employer, the Employee shall be paid a laundry allowance at the daily or weekly rate set out in Appendix Three (whichever is the lesser amount in total).

36 Damaged Clothing Allowance

- 36.1** Where an Employee, in the course of their employment, suffers any damage to or soiling of clothing or other personal effects, (excluding female hosiery), the Employer shall be liable for the replacement, repair or cleaning of such clothing or personal effects provided immediate notification is given of such damage or soiling.
- 36.2** This clause 36 shall not apply in a case where the damage or soiling is occasioned by the negligence of the Employee.

37 Travelling Allowance

37.1 Rates

The travelling allowance per kilometre will be in accordance with the Australian Tax Office cents per kilometre rate/s.

37.2 Travel - Recall/Overtime

- (a) An Employee required to use their vehicle for transport from home to place of work and return outside of normal hours will receive the allowance at sub-clause 37.1 for each kilometre travelled.
- (b) At the Employee's request, an Employee who is recalled to the Employer's premises for any purpose will be provided with transport (i.e. taxi or hire car) for the outward and return journeys and the Employer will be responsible for the cost.

37.3 Travel during working hours

An Employee required to travel during working hours on Employer business, including travel between work sites, will be:

- (a) provided with transport by the Employer and the Employer will be responsible for the cost; or
- (b) where the Employee agrees to use their own vehicle, receive the allowance at sub-clause 37.1 for each kilometre travelled.

37.4 Reimbursement

- (a) Approved fares incurred by an Employee in the performance of their duty will be reimbursed by the Employer.
- (b) Any road tolls reasonably incurred by an Employee when using the Employee's own vehicle under sub-clause 37.2, 37.3 or 37.4(a) will be reimbursed by the Employer upon the production of appropriate evidence.

37.5 Parking

An Employee undertaking travel under this clause 37 will be reimbursed for the cost of parking if that cost is incurred as a result of that travel.

PART F – HOURS OF WORK AND RELATED MATTERS

38 Hours of Work

- 38.1** The hours for an ordinary week's work shall be 38, or an average of 38 per week in a two (2) or four (4) week period, or by mutual agreement in a five (5) week period in the case of an Employee working ten hour shifts, and shall be worked either:
- (a) subject to practicability, in 152 hours per four (4) week period, to be worked as nineteen shifts each of eight (8) hours. For the avoidance of doubt, all full-time Employees covered by this Agreement are entitled to an ADO as per sub-clause 38.8; or
 - (b) by mutual agreement:
 - (i) in four (4) days in shifts of not more than ten hours each; or
 - (ii) otherwise, provided that the length of any ordinary shift shall not exceed ten hours.
- 38.2** Subject to the roster provisions, 80 hours may be worked in any two (2) consecutive weeks, but not more than 50 ordinary hours may be worked in any one (1) such week.
- 38.3** For all purposes the hourly rate is deemed to be the weekly rate prescribed by clause 72 (Classification and Wages) divided by 38, provided that where the averaging system is used by full-time Employees, an Employee's ordinary wage for ordinary hours is deemed to be the weekly rate prescribed in clause 72 (Classification and Wages), and shall be paid each week even though more or less than 38 ordinary hours are worked in that week.
- NOTE:** An Employee shall accrue a credit for each day in which they work ordinary hours in excess of the daily average of seven (7) hours 36 minutes. The credit is carried forward so that in each cycle an accrued day off is paid.
- 38.4** All paid leave accrues the credit provided for by sub-clause 38.3 above.
- 38.5** A paid leave day shall be identical to a worked day.
- 38.6** The deduction from leave credits shall be the same as the actual ordinary hours which would have been worked on that day.
- 38.7** An Employee who is absent from ordinary duty on unpaid leave shall accrue the appropriate credit without pay for the accrued day off.
- 38.8** All full-time Employees covered by this Agreement are entitled to an ADO.
- 38.9** An Employee who receives an ADO and who is transferred to a new position within the Employer's business will continue to receive an ADO unless otherwise agreed.
- 38.10** New Employees will be appraised of the relevant department's work arrangements and provisions regarding hours of work and entitlements to an ADO.
- 38.11** The Employer will not refuse new Employees the option of an ADO.

39 Roster

A roster setting out hours of duty, on-call requirements, meal times, commencing times, finishing times, weekend duty, night duty and other such duty where applicable and as prescribed by the Employer within the provisions of this Agreement shall be kept posted in some readily accessible section of the building for viewing of persons thereat employed and subject to this Agreement. The roster shall be posted at least three (3) days prior to becoming effective. It shall only be altered on account of sickness or other pressing emergency.

40 Meal Interval and Rest Period

40.1 Meal interval

- (a) A meal interval of not more than 60 minutes shall be allowed during each rostered period of duty (Monday to Friday inclusive) to Employees other than those working shift duty which shall not be counted as time worked.
- (b) A meal interval of not more than 30 minutes per shift shall be allowed whenever possible for Employees rostered for shift duty and shall be counted as time worked whether or not the meal interval is taken.

40.2 Rest period

At a time suitable to the Employer two (2) rest periods, each of ten (10) minutes shall be given to each Employee during each eight (8) hour period of duty and shall be counted as time worked.

41 Shift Work and Change of Shift

41.1 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 the amount specified in Appendix Three for the "morning shift" and 'afternoon shift' for that Employee per rostered period of duty.

41.2 Provided that in the case of an Employee working on any rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00 a.m. they shall be paid for any such period of duty the amount specified in Appendix Three for 'night shift', and provided further that in the case of an Employee permanently working on any such rostered hours of ordinary duty they shall be paid for any such period of duty the amount specified in Appendix Three for 'permanent night shift'. Permanently working shall mean working for any period in excess of four consecutive weeks.

41.3 Change of Shift

- (a) In the case of an Employee who changes from working on one (1) shift to working on another shift the time of commencement of which differs by four (4) hours or more from the first they shall be paid the amount specified in Appendix Three on the occasion of each such change in addition to any amount payable under the preceding provisions of this clause.
- (b) Change of shift allowance is not payable where a single Employee holds two (2) contemporaneous contracted different positions with the same Employer and moving between those positions results in a change of shift pattern which would ordinarily invoke a change of shift allowance payment.

41.4 The allowances payable pursuant to this clause 41 shall be calculated to the nearest five (5) cents, portions of a cent being disregarded.

42 Special Rates for Saturday and Sunday

42.1 All rostered time of ordinary duty performed on Saturday and Sunday shall be paid for at the rate of time and a half.

42.2 Where Saturday and Sunday duties are required to be carried out in excess of the week's work such duties are to be paid at the rate of double time.

- 42.3** Any recall to duty on a Saturday or Sunday shall be paid in accordance with clause 43 (Overtime) or clause 45 (On-Call/Recall) as applicable.
- 42.4** By agreement with the Employer an Employee shall be allowed to take time off in lieu of overtime at the applicable overtime rate as per sub-clause 43.5 of this Agreement.

43 Overtime

- 43.1** The Employer may require an Employee to work reasonable overtime and such Employee shall work overtime in accordance with such requirement.
- 43.2** An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
- (a) any risk to Employee health and safety;
 - (b) the Employee's personal circumstances including any family responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by the Employer of the overtime and by the Employee of their intention to refuse it; and
 - (e) any other reasonable matter, including those specified in the Act.
- 43.3** Overtime is authorised where:
- (a) the Employee is required by the Employer to perform overtime;
 - (b) it is approved, usually in advance, either verbally or in writing by the Employer;
 - (c) the Employer requires the Employee to complete work that cannot reasonably be completed in ordinary time, subject to the Employee having already discussed or attempted to discuss with the Employer that they will be unable to complete their work within their ordinary time; or
 - (d) the Employee has performed overtime due to a demonstrable clinical need that needed to be completed at the time and authorisation could not reasonably have been obtained in advance.
- 43.4** Only overtime authorised by the Employer shall be paid for and the following rates of overtime shall apply:
- (a) in excess of ordinary hours of work on any one (1) day – time and a half for the first two (2) hours and double time thereafter;
 - (b) outside the spread of twelve hours from the commencement of the rostered period of duty – double time;
 - (c) outside the spread of ten hours from the commencement of work by an Employee rostered to work broken shifts – time and a half;
 - (d) outside the spread of twelve hours from the commencement of work by an Employee rostered to work broken shifts – double time;
 - (e) in the event of an Employee being recalled to duty for any period during an off duty period such Employee shall be paid from the time of receiving the recall until the time of returning to the place from which they were recalled with a minimum of three (3) hours' payment for each recall, at the following rates:
 - (i) within a spread of 12 hours from the commencement of the last previous period of ordinary duty – time and a half;

- (ii) outside the spread of 12 hours from the commencement of the last period of ordinary duty – double time;
- (iii) by mutual agreement with the Employer an Employee shall be allowed to take time off in lieu of overtime.

43.5 Time off in Lieu (TOIL)

- (a) An Employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer, provided the time off in lieu is taken within four (4) weeks of accrual, unless otherwise agreed.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the overtime rates, that is, one (1) and a half hours off or two (2) hours off, as the case may be, for each overtime hour worked, or a combination of time off a payment to the same value.

Examples:

1. An Employee performs three (3) hours of overtime outside the spread of twelve hours from the commencement of their last period of ordinary duty on a Monday. Under the Agreement these three (3) hours would be paid at double time for a total payment of six (6) ordinary hours. With the consent of the Employer, the Employee elects to take six (6) hours of time off in lieu.
2. An Employee performs two (2) hours of overtime in excess of their ordinary hours of work on a Wednesday. Under the Agreement these two (2) hours would be paid at time and a half for a total payment of three (3) ordinary hours. The Employee may, with the consent of the Employer, elect to take two (2) hours of time off in lieu and receive payment for one (1) hour.

- (c) The Employer will record time off in lieu arrangements, whether under this sub-clause 43.5, or elsewhere in this Agreement, in the time and wages record.
- (d) If circumstances arise so that the Employee cannot take the mutually agreed time off in lieu within four (4) weeks of accrual then payment of the overtime will be made in the next pay period, unless otherwise agreed.
- (e) If, on the termination of the Employee's employment, time off in lieu of payment for overtime has not been taken, the Employer must pay the Employee for the overtime at the overtime rate applicable to the overtime when worked, based on the rates of pay applying at the time the payment is made.

43.6 Minimum payment in certain circumstances

Note: Minimum payment for recall is dealt with in clause 45.

Where an Employee performs overtime, including rostered overtime, on a day that they do not otherwise perform work, such an Employee will be paid by the Employer a minimum of three (3) hours' pay at the applicable overtime rates.

43.7 Transport

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

44 Ten Hour Break

- 44.1** When overtime work, including recall work, is necessary it should be arranged so that Employees have at least ten consecutive hours off duty between all bodies of work.
- 44.2** An Employee who works so much overtime or recall between the cessation of the Employee's previous rostered ordinary hours and the commencement of the next succeeding rostered period of ordinary hours, that the Employee would not have at least ten consecutive hours off duty between the end of the overtime or recall and the commencement of the next rostered period of ordinary hours shall, subject to this clause 44, be released after completion of such overtime or recall worked until the Employee has had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- 44.3** If, on the instructions of the Employer, an Employee resumes or continues work without having had ten successive hours off duty the Employee will be paid at the rate of double time until the Employee is released from duty for such rest period and the Employee will then be entitled to be absent until the Employee has had ten consecutive hours off duty without loss of pay for rostered hours occurring during such absence.
- 44.4** If an Employee resumes work of the Employee's own volition, overtime will be calculated in accordance with clause 43 - Overtime. An Employee who resumes work voluntarily will be entitled without loss of pay to attend to ablution and sustenance matters.

45 On-Call/Recall

45.1 On-call Allowance

- (a) An on-call allowance of the amount specified in Appendix Three shall be paid to an Employee in respect of any 12 hour period or part thereof during which the Employee is on-call during the period commencing from the time of finishing ordinary duty on Monday and finishing at the termination of ordinary duty on Friday.
- (b) The allowance shall be the amount specified in Appendix Three in respect of any 12 hour period or part thereof during which the Employee is on-call during the period commencing from the time of termination of ordinary duty on Friday and finishing at the commencement of ordinary duty on Monday, or any public holiday or part thereof.

45.2 Recall Allowance

If an Employee is recalled to duty during an off duty period where the work is not continuous with the Employee's next succeeding rostered period of ordinary duty, such Employee will be paid a minimum of three (3) hours' pay at the applicable overtime rates.

45.3 Telephone and other recall

- (a) Where recall to duty can be managed without the Employee returning to the workplace (for example by telephone), clause 45.2 will not apply and such Employee will be paid a minimum of one (1) hour of overtime for such recall work.
- (b) For subsequent recalls beyond the first hour, the Employee will be paid a minimum of one (1) hour of overtime, but multiple recalls within a discrete hour will not attract additional overtime.

46 Make Up Time

- 46.1** Notwithstanding provisions elsewhere in this Agreement an Employee may elect, with the consent of the Employer, to work make-up time under which the Employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Agreement.
- 46.2** An Employee on shift work may elect, with the consent of the Employer, to work make-up time under which the Employee takes time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

47 Daylight Savings

Despite anything to the contrary in this Agreement, if an Employee works on a shift during the daylight savings change over period, that Employee will be paid ordinary time or the applicable shift rate for the actual hours worked.

PART G – PUBLIC HOLIDAYS, LEAVE AND RELATED MATTERS

48 Public Holidays

48.1 Entitlement

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

- (a) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- (b) the following days, as prescribed in Victoria and relevant localities: Australia Day, Anzac Day, Queen's Birthday, Eight Hour Day or Labour Day; and
- (c) Melbourne Cup Day or in lieu of Melbourne Cup Day, some other day as determined in a particular locality.

48.2 Holidays in lieu

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

48.3 Additional days

Where public holidays are declared or prescribed on days other than those set out in sub-clause 48.1 and sub-clause 48.2 above in Victoria or a locality thereof, those days shall, as applicable, constitute additional holidays for the purpose of this Agreement.

48.4 Substitution of public holidays by agreement

- (a) The Employer and the Employees may agree to substitute another day for any prescribed in this clause 48. For this purpose, the consent of the majority of affected Employees shall constitute agreement.
- (b) An agreement pursuant to sub-clause 48.4 shall be recorded in writing and be available to every affected Employee.

48.5 Substitution of religious public holidays

- (a) Subject to the ongoing operational needs of the Employer, an Employee may, with the prior agreement of the Employer, substitute a public holiday as defined in this clause 48 with a nominated religious holiday. Where a religious holiday is nominated to be a substitute and the Employee works on the public holiday they will be paid at ordinary time and will be allowed time off on the substituted day without loss of pay. Applications are to be made at least one (1) month in advance of the date on which the public holiday occurs.
- (b) If an Employee is then rostered or required by the Employer to work on the religious holiday that has been substituted for the public holiday in accordance with sub-clause 48.5(a), the Employee will be paid for work on the religious holiday in accordance with sub-clause 48.6(b).

48.6 Payment for Public Holidays

- (a) Unless required by an Employer to work, an Employee, including a part-time Employee, is entitled to be absent from their employment on a public holiday and be paid for their ordinary hours of work on that day at the ordinary time rate of pay. An Employee may refuse a request by the Employer to work on a public holiday if the request is not reasonable or the refusal is reasonable, and the Employee will be entitled to be absent from their employment on the public holiday and be paid for their ordinary hours of work on that day at the ordinary time rate of pay.
- (b) An Employee who works on a public holiday shall receive one (1) of the following:
 - (i) payment for the hours worked at double time and a half;
 - (ii) payment for the hours worked at ordinary time rate of pay, plus time off in lieu amounting to one (1) and half times the hours worked; or
 - (iii) payment for the hours worked at ordinary time rate of pay, plus extra annual leave amounting to one (1) and half times the hours worked.

An Employee shall receive the entitlement to time off in lieu or extra annual leave specified in sub-clauses 48.6 (b)(ii) and (iii) within four (4) weeks following the date on which the public holiday occurred. Provided further, in relation to sub-clause 48.6 (b)(ii) an Employee must give at least seven (7) days' notice of their intention to take time off in lieu.

- (c) Where the hours worked by an Employee on a public holiday are hours in excess of eight (8) hours, the payment for such hours is in accordance sub-clause 48.6(b)(i).
- (d) Where an Employee's ordinary hours of work fall on a day that is a public holiday and the Employee works fewer hours than their usual hours of work on that day, the Employee will be paid:
 - (i) for the hours worked on the public holiday in accordance with sub-clause 48.6(b); and
 - (ii) ordinary time for the balance of the ordinary hours not worked on the public holiday.

For example, if the Employee's ordinary hours on the day the public holiday falls is usually eight (8) hours but the Employee only works five (5) hours, the Employee will be paid five (5) hours in accordance with sub-clause 48.6(b) and be paid three (3) hours at the ordinary time rate of pay, which represents the balance of the hours not worked.

- (e) For the avoidance of doubt, an Employee will accrue leave on what would have been their ordinary hours on the day had it not been a public holiday, regardless of whether they perform or don't perform work on the public holiday.
- (f) If a public holiday occurs on an Employee's rostered day off they shall be entitled to receive:
 - (i) one (1) and a half extra day's pay;
 - (ii) one (1) and a half days off in lieu; or
 - (iii) one (1) and a half days shall be added to their annual leave;

within four (4) weeks following the date on which the public holiday occurred.

- (g) Employees rostered to work on public holidays and who fail to do so shall not be entitled to holiday pay for the said public holiday, except where the Employee is absent on personal leave or compassionate leave and the appropriate evidence is provided.

48.7 Easter Saturday

In respect of Easter Saturday, an Employee who ordinarily works Monday to Friday only and who does not work on Easter Saturday, shall be entitled to one (1) day's pay in respect of Easter Saturday or where there is mutual consent, within four (4) weeks following the date on which such public holiday occurred the Employee may take one (1) day off in lieu or have one (1) day added to their annual leave.

48.8 Weekend Workers and Public Holidays

- (a) Notwithstanding the earlier provisions of this clause 48, an Employee who in any year of employment works a portion of their ordinary hours on a weekend, and who works on any of the public holidays set out in sub-clause 48.1, shall be entitled (in lieu of any entitlement under sub-clause 48.2) to one (1) and a half extra days' pay on the first pay day following the end of the pay period during which the public holiday falls.
- (b) If an Employee who in any year of employment works a portion of their ordinary hours on a weekend, at the end of the yearly period in respect of which their annual leave accrues, does not become entitled to additional leave under sub-clause 49.2 they shall be entitled to one (1) and a half extra days' pay or one (1) and a half extra days' annual leave for each such public holiday on which they were rostered off.

48.9 Accrued Days Off and Public Holidays

Where an Employee's accrued day off falls on any such public holiday, a substitute day shall be determined by the Employer to be taken in lieu thereof, such day to be within the same four week cycle where practical.

48.10 Public Holidays on Weekends

Notwithstanding the provisions of sub-clause 48.2, with the exception of Easter Saturday, an Employee who is not ordinarily required to work on a Sunday or Saturday shall not be entitled to any benefit for any public holidays which may fall on or are observed on a Saturday or a Sunday unless they are required to work on any such public holiday.

48.11 Public holidays and part-time Employees

- (a) A part-time Employee who is ordinarily required to work on the day on which a public holiday is observed is entitled to payment in accordance with sub-clause 48.6(b). Subject to sub-clauses 48.11(b) and 48.11(c), a part-time Employee who is not ordinarily required to work on the day on which a public holiday is observed shall not be entitled to payment for such public holiday unless they are required to work on that day.
- (b) In determining whether a part-time Employee whose days of work vary is ordinarily required to work on the day on which a public holiday is observed, the Employer shall review the days the Employee has worked over the preceding six (6) months. A part-time Employee will be deemed to have been ordinarily required to work on the day on which a public holiday is observed if, over the preceding six (6) months, the Employee has worked on the day of the week on which a particular public holiday falls 50% or more of the time.
- (c) A part-time Employee deemed to have been ordinarily required to work on the day on which the public holiday is observed under sub-clause 48.11(b) shall be paid for the hours they would ordinarily be required to work on the day of the week on which the public holiday is observed. Payment for these hours will be at the ordinary time rate of pay.

49 Annual Leave

49.1 Period of leave

- (a) An Employee shall be entitled to 152 hours leave on ordinary pay per year of continuous service with the Employer.
- (b) Annual leave accrues progressively during a year of continuous service according to the Employee's ordinary hours of work, and accumulates from year to year.
- (c) A part time Employee accrues annual leave on a pro rata basis.

49.2 Additional Leave – Weekend worker

- (a) An Employee who is a weekend worker as defined at sub-clause 49.2(b) is entitled to an additional 38 hours annual leave (pro rata for part time Employees) on the same terms and conditions.
- (b) A weekend worker is one who works for more than four (4) ordinary hours on 10 or more weekends per year.
- (c) A weekend worker is a shift worker for the purpose of the NES and the additional leave at sub-clause 49.2 satisfies the entitlement at section 87(1)(b)(ii) of the Act. The entitlement in sub-clause 49.2 is in addition to the On-Call and Rostered Overtime entitlement provided by sub-clause 49.3, but both entitlements cannot be claimed for the same bodies of work.

49.3 Additional Leave – On call and rostered overtime

- (a) An Employee who is rostered on-call or who performs rostered overtime for more than four (4) hours on 10 or more weekends per annum will be entitled to an additional 38 hours annual leave (pro rata for part time Employees). This entitlement is in addition to the Weekend Worker entitlement provided by sub-clause 49.2, but both entitlements cannot be claimed for the same bodies of work.
- (b) Leave loading does not apply to leave accrued under sub-clause 49.3(a) above.

49.4 Annual leave exclusive of public holidays

The annual leave prescribed in sub-clauses 49.1, 49.2 and 49.3 above shall be exclusive of any of the holidays prescribed by clause 48 - Public holidays and if any such holiday falls within an Employee's period of annual leave and is observed on a day which would have been an ordinary working day for the Employee the Employee is taken not to be on paid annual leave on that public holiday and annual leave will not be deducted from an Employee's accrual for that day.

49.5 Time of taking leave

- (a) Annual leave will be taken for a period agreed between the Employee and the Employer. An Employee may access accrued annual leave prior to the completion of a year of service.
- (b) The Employer will not unreasonably refuse to agree to a request by the Employee to take paid annual leave, including a request to take single day or part day periods of annual leave.
- (c) The Employer will not revoke an authorisation already given for an Employee to take annual leave.
- (d) Where an Employee applies for annual leave the Employer will respond to the application as soon as practical, but no later than four (4) weeks after the application has been made.

- (e) Where it is likely the leave request will be rejected, the Employer and Employee will consult on alternative leave days within the four (4) week period in sub-clause 49.5(d).

49.6 Leave in advance

- (a) The Employer may allow an Employee to take annual leave in advance before the right thereto has accrued.
- (b) Where an Employee remains in annual leave debt upon termination, such amount (including any leave loading paid) may be deducted from any amounts otherwise payable to the Employee upon termination of the employment.

49.7 Payment of annual leave on termination

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

49.8 Annual leave loading

An Employee entitled to annual leave (including proportionate leave) shall, in addition to their ordinary pay, be paid an annual leave loading of 17.5% of the ordinary rate of pay for the classification at which the Employee is employed, up to a maximum annual base salary of an AHP1 Grade 3, Year 1 as set out at Appendix Two.

49.9 Annual leave and interaction with other leave

- (a) An Employee may take other types of leave, such as personal leave or compassionate leave but excluding unpaid parental leave and community service leave, whilst on annual leave. An Employee is taken not to be on paid annual leave whilst on any other leave such as personal leave or compassionate leave but excluding unpaid parental leave and community service leave, and the Employee's paid annual leave accrual will be amended to reflect this. That is, annual leave will not be deducted from an Employee's annual leave accrual for the time the Employee is on the other leave.
- (b) In the case of taking personal leave, the Employee shall provide the Employer with a certificate from a registered health practitioner immediately upon their return to work and the Employer shall deduct the personal leave and re-credit the annual leave entitlement to the extent it coincides with the personal leave. Any annual leave loading already paid is taken to have been paid in advance.
- (c) In the case of taking compassionate leave, the Employee shall provide a statutory declaration or other evidence to the satisfaction of the Employer immediately upon returning to work after annual leave and the Employer shall re-credit the annual leave entitlement to the extent it coincides with the compassionate leave.

50 Cashing out of Annual Leave

50.1 Paid annual leave must not be cashed out except in accordance with an agreement under this clause 50.

50.2 Where an Employee has more than 152 hours (pro rata for part-time Employees) accrued annual leave then, subject to a mutual written agreement between the Employer and Employee, the Employee may elect to cash out some or all of the annual leave exceeding 152 hours (pro rata for part time Employees). The Employee cannot cash out the leave if it would

result in the remaining accrued entitlement to paid annual leave being less than 152 hours (pro rata for part-time Employees).

- 50.3** In the event the Employee elects to cash out annual leave under this clause 50 the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave.
- 50.4** Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Employer and Employee.

51 Excessive Leave Accruals

- 51.1** Where an Employee has over eight (8) weeks annual leave, either the Employee or Employer can request a meeting to discuss reducing excessive annual leave by agreement. Following such a meeting:
- (a) there must be a reasonable opportunity for the Employee to submit a leave plan to reduce the leave to six (6) weeks within three (3) months;
 - (b) the Employer won't unreasonably refuse to agree to a leave reduction plan, including a proposal to save leave for an extended period of annual leave within 12 months of the annual leave reduction plan. Where a plan to save annual leave is agreed, such agreement will be in writing and signed by the Employee and Employer; and
 - (c) in the event that a leave reduction plan cannot be agreed within a three (3) month period following the meeting to discuss reducing the excessive annual leave, the Employer may direct an Employee to reduce accrued leave to not less than six (6) weeks. Within the 18 month period following the operation of this Agreement, an Employer can only direct an Employee who commenced employment prior to the commencement of this Agreement to take one-quarter of their annual leave.
- 51.2** However, a direction by the Employer under sub-clause 51.1(c);
- (a) is of no effect if it would result at any time in the Employee's remaining accrued entitlement to paid annual leave being less than six (6) weeks when any other paid annual leave arrangements are taken into account;
 - (b) must not require the Employee to take any period of paid annual leave of less than one (1) week, unless the Employee agrees otherwise;
 - (c) must not require the Employee to take a period of paid annual leave beginning less than six (6) weeks, or more than 12 months, after the direction is given; and
 - (d) must not be inconsistent with any leave arrangement agreed by the Employer and Employee.
- 51.3** The Employer cannot direct an Employee to take more than eight (8) weeks' of annual leave in any one (1) year of service.
- 51.4** An Employee whom a direction has been given under sub-clause 51.1(c) may request to take a period of paid annual leave as if the direction had not been given.
- 51.5** Without limiting the dispute resolution procedure of the Agreement, either an Employee or Employer (or their representative/s) may refer a dispute about the following matters to the FWC:
- (a) a dispute about whether the Employer or Employee has requested a meeting and genuinely tried to reach agreement;

- (b) a dispute about whether the Employer has unreasonably refused to agree to a request by an Employee to take paid annual leave; and
- (c) a dispute about whether a direction to take annual leave complies with this clause 51.

52 Flexible Annual Leave Arrangements (Purchased Leave)

- 52.1** Employees may apply for and be granted flexible annual leave arrangements up to and including 48/52 arrangements subject to agreement with the Employer. Agreement will not be unreasonably withheld. Approvals rest with the Employer who may legitimately take into account operational needs and work requirements.
- 52.2** A 48/52 arrangement is defined as meaning a situation where an Employee takes an additional four (4) weeks leave per annum in addition to all other leave entitlements but is paid 48/52 of the weekly base rate prescribed by the Agreement for each week during which their employment is subject to these arrangements. Where another configuration is proposed, the same principle shall apply. That is, the weekly base rate will be reduced by an amount reflecting the amount of the additional leave. For example, if a 50/52 arrangement was proposed, the Employee would take an additional two (2) weeks leave per annum and would be paid 50/52 of the weekly base rate prescribed by the Agreement.
- 52.3** Accrual of sick leave and long service leave will be unaffected by these arrangements.
- 52.4** Where an Employee applies for leave pursuant to this clause 52 the Employer shall respond to such applications within four (4) weeks. The approval of flexible annual leave arrangements for individual Employees will be subject to annual application and approval by the Employer.

53 Personal Leave

- 53.1** The term **immediate family** includes:
- (a) spouse (including a former spouse, a de facto partner and a former de facto partner (including same sex couples)) of the Employee. A de facto partner means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and
 - (b) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.
- 53.2 Amount of paid personal leave**
- (a) Personal leave is available to an Employee, in accordance with the terms of this clause 53, when they are absent:
 - (i) due to personal illness or injury (Sick Leave); or
 - (ii) for the purposes of providing care or support to an immediate family or household member who requires such care or support due to:
 - (A) a personal illness or injury affecting the member; or
 - (B) an unexpected emergency affecting the member (Carer's Leave).
 - (b) An Employee, other than a casual Employee, is entitled to the following amount of paid personal leave, which accrues progressively during a year of continuous service with the Employer:
 - (i) 91 hours 12 minutes (12 days) in the first year of service;

- (ii) 106 hours 24 minutes (14 days) each year in the second, third and fourth year of service;
- (iii) thereafter, 159 hours 36 minutes (21 days) in each year of service.
- (c) A 'day' equals 7 hours and 36 minutes in clause 53.
- (d) Personal leave accumulates from year to year.
- (e) An Employee may take personal leave for part of a day.
- (f) Leave will be deducted from the Employee's accrued personal leave including, where relevant, for a part day.

53.3 Personal leave for personal injury or sickness

- (a) An Employee is entitled to use the full amount of their personal leave entitlement including accrued and accumulated leave for the purposes of Sick Leave, subject to the conditions set out in this sub-clause 53.3.
- (b) Provided that such illness or injury and the relevant duration is certified by a registered health practitioner or, is evidenced by the production of a statutory declaration signed by the Employee. Such certificate or statutory declaration is tendered to the Employer within 48 hours of the commencement of such absence or as soon as is otherwise reasonably practicable.
- (c) An Employee may be absent for one (1) day on Sick Leave without furnishing evidence of such sickness on not more than three occasions in any one year.
- (d) An Employee shall, at least two (2) hours before their time rostered to commence duty on the first day of absence, or otherwise as soon as reasonably practicable, inform the Employer of their inability to attend for duty because of a personal illness or injury and the estimated duration of the absence. Employees rostered for duty prior to 10.00 a.m. on the first day of such absence shall not be required to give such notice before 8.00 a.m.
- (e) An Employee may use up to one (1) week (38 hours) of personal leave (pro rata for part-time Employees), in aggregate, in any year of service for reasons other than those described at sub-clause 53.2 on account of a disability or where the Employee is required in the circumstances to attend a Registered Health Practitioner.

Example:

An Employee may use their personal leave to attend a Registered Health Practitioner on ten occasions of half a day each in any year of service provided that the total period will not exceed one week (38 hours).

53.4 Transfer of personal leave

- (a) Where an Employee is or has been in the service of:
 - (i) any hospital, benevolent home, community health centre, Society or Association registered under the *Health Services Act 1988* (or the former *Hospitals and Charities Act 1958*) or any successor legislation; or
 - (ii) the Cancer Institute (constituted under the *Cancer Act 1958*);
 and commences employment with an (or another) Employer, the Employer will credit the Employee's accumulated personal leave from the previous employer to the Employee in their new employment provided that the Employee complies with the requirements of sub-clause 53.4(b).

- (b) The Employee will, within two (2) weeks of commencing with the new Employer, provide the new Employer with:
 - (i) a written statement from the previous employer specifying the personal leave credits at termination, such as a certificate of service; or
 - (ii) make a written declaration or produce a written statement acceptable to the Employer as to what personal leave has been taken during the period of their previous employment.

53.5 Infectious disease

- (a) An Employee who contracts an infectious disease in the course of their employment with the Employer and who is entitled to receive workers compensation will have any difference between workers compensation and the Employee's ordinary salary made up by the Employer for a period up to but not exceeding three (3) months.
- (b) An Employee who contracts an infectious disease in the course of their employment with the Employer, who is not entitled to receive workers compensation and is certified by the Medical Superintendent or by a Medical Practitioner approved by the Employer as having an infectious disease, will be paid their full pay during the necessary period off duty for up to but not exceeding three (3) months.
- (c) Pay granted under this sub-clause 53.5 shall not be deducted from the Employee's personal leave accrual.

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

- (a) An Employee is entitled to use their personal leave, including accrued and accumulated leave, as Carer's Leave. Leave may be taken for part of a single day.
- (b) The entitlement to use personal leave is subject to the Employee being responsible for the care or support of the person concerned.
- (c) When taking Carer's Leave to care or support a member of their immediate family or household who is sick or injured, the Employee must, if required by the Employer, establish by production of a medical certificate or statutory declaration, the illness or injury of the person concerned during the relevant period and that the illness or injury is such as to require care by another.
- (d) When taking Carer's Leave to care or support a member of their immediate family or household due to an unexpected emergency, the Employee must, if required by the Employer, establish by production of documentation acceptable to the Employer or statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.
- (e) The Employee must, where reasonably practicable, give the Employer notice that the Employee requires leave to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, and the estimated duration of the leave, prior to the period of absence. If it is not reasonably practicable for the Employee to give prior notice of the absence, the Employee must otherwise notify the Employer as soon as reasonably practicable.
- (f) In normal circumstances an Employee must not take Carer's Leave under this clause where another person has taken leave to care for the same person.

53.7 Unpaid Personal Leave

Where an Employee has exhausted all paid Carer's Leave entitlements, the Employee is entitled to take unpaid personal leave to care for or support members of their immediate family or household who are sick or injured and require care or support or who require care or support

due to an unexpected emergency. The Employer and the Employee shall agree on the period. In the absence of agreement, the Employee is entitled to take up to two (2) days of unpaid leave per occasion, which may be taken as a single continuous period of up to two (2) days or any separate periods to which the Employee and Employer agree. An Employee's entitlement to unpaid personal leave is subject to them meeting the above notification and evidentiary requirements.

53.8 Personal leave on a public holiday

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

54 Casual Employment – Caring Responsibilities

54.1 Subject to the evidentiary and notice requirements that apply to Carer's Leave, casual Employees are entitled to not be available to attend work, or to leave work if they need to care for members of their immediate family or household who are sick or injured and require care or support, or who require care or support due to an unexpected emergency, or the birth of a child of a member of the Employee's immediate family.

54.2 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 (2) days per occasion, which may be taken as a single continuous period of up to two (2) days or any separate periods to which the Employee and Employer agree. The casual Employee is not entitled to any payment for the period of non-attendance.

54.3 The Employer must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause 54. The rights of the Employer to engage or not to engage a casual Employee are otherwise not affected.

55 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 sub-clause 53.1.

55.1 The 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, the Employer is committed to providing support to staff that experience family violence.

55.2 The Employer will develop guidelines to supplement this clause 55 which details the appropriate action to be taken in the event that an employee discloses family violence.

55.3 Definitions

(a) 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:

- (i) behaviour by a person towards a family member of that person if the behaviour is:
 - (A) physically or sexually abusive;
 - (B) emotionally or psychologically abusive;
 - (C) economically abusive;
 - (D) threatening;

- (E) coercive; or
- (F) 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
- (ii) behaviour by a person that causes a child to hear or witness, or otherwise be exposed to the effects of, behaviour referred to in sub-clause 55.3(a)(i).
- (b) An 'affected Employee' means an Employee experiencing family violence as defined.

55.4 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; and/or
 - (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 days, single days or as a fraction of a day.
- (e) The leave does not accumulate from year to year.

55.5 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).

55.6 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; and/or
 - (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) offer the affected Employee access to the Employer's 'Employee Assistance Program' (EAP) and/or other available local support resources. Where possible, the EAP will include professionals trained in family violence; and
 - (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.

55.7 Confidentiality

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

55.8 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 sub-clause 55.4(a) or 55.4(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.

56 Compassionate Leave

56.1 Employees other than casual Employees

The provisions of sub-clauses 56.1 to 56.6 apply to all Employees other than Employees employed in casual employment. The entitlements of Employees employed in casual employment are set out in sub-clause 56.7.

56.2 An Employee is entitled to four (4) days' paid leave, on each occasion, if a member of the Employee's immediate family or household:

- (a) contracts or develops a personal injury or illness that poses a serious threat to their life; or
- (b) dies.

56.3 An Employee may take compassionate leave for a particular permissible occasion as:

- (a) a single continuous four day period;
- (b) four (4) separate periods of one (1) day each; or
- (c) any separate periods to which the Employee and Employer agree.

- 56.4** In the above circumstances, an Employee is additionally entitled to take unpaid leave of up to four (4) days on each such occasion. An Employee may take unpaid additional compassionate leave by agreement with the Employer.
- 56.5** If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- 56.6** Proof of the injury, illness or death must be provided that would satisfy a reasonable person, if requested.
- 56.7 Casual Employees**
- (a) Subject to the evidence requirements described at 56.5, a casual Employee is entitled to two (2) days unpaid compassionate leave on each occasion if a member of the casual Employee's immediate family or household:
 - (i) contracts or develops a personal injury or illness that poses a serious threat to their life; or
 - (ii) dies.
 - (b) Unpaid compassion later may be taken as:
 - (i) a single continuous period;
 - (ii) two (2) separate periods of one day each; or
 - (iii) any separate periods to which the Employee and Employer agree.
 - (c) If the permissible occasion is the contraction or development of a personal illness or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

57 Pre-Natal Leave

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

58 Pre-Adoption Leave

- 58.1** An Employee seeking to adopt a child is entitled to take unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure.
- 58.2** The Employee and the Employer should agree on the length of the unpaid leave.
- 58.3** Where agreement cannot be reached, the Employee is entitled to take up to two (2) days' unpaid leave, which may be taken as a single continuous period of up to two (2) days or any separate periods to which the Employee and Employer agree.
- 58.4** Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.

59 Parental Leave

59.1 This clause 59 is structured as follows:

- (a) Definitions: 59.2
- (b) Long parental leave – unpaid : 59.3
- (c) Short parental leave – unpaid: 59.4
- (d) Paid parental leave: 59.5
- (e) Notice provisions and commencement – maternity leave: 59.6
- (f) 6 weeks before the expected date birth: 59.7
- (g) Notice provisions and commencement – partner leave: 59.8
- (h) Notice provisions and commencement – adoption leave: 59.9
- (i) Entitlement to unpaid special birth-related leave: 59.10
- (j) Entitlement to paid special birth-related leave: 59.11
- (k) Evidence for special birth-related leave: 59.12
- (l) Variation to period of parental leave up to 12 months: 59.13
- (m) Right to request extension of period of parental leave beyond 12 months: 59.14
- (n) Parental leave and other leave entitlements: 59.15
- (o) Transfer to a safe job: 59.16
- (p) Returning to work after a period of parental leave: 59.17
- (q) Replacement Employees: 59.18
- (r) Communication during parental leave: 59.19
- (s) Keeping in touch days: clause 59.20

Provisions associated with parental leave are also included in this Agreement. Specifically, prenatal leave at clause 57, flexible work arrangements which includes the right to request to return from parental leave on a part time basis at clause 18 and leave to attend interviews and examinations relevant to adoption leave at clause 58.

59.2 Definitions

For the purposes of this clause 59:

- (a) **Adoption** includes the placement of a child under a permanent care order. This definition of adoption also applies to clause 58.
- (b) **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.
- (c) **Continuous Service** has the same meaning as in **clause 60** – Long service leave and includes continuous service with one and the same Employer or service with Institutions or Statutory Bodies (as defined at **clause 60**) in accordance with the provisions of that

clause 60, and includes any period of employment that would count as service under the Act.

- (d) **Eligible casual Employee** means an Employee employed by the Employer in casual employment on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months and who has, but for the birth or expected birth of a child or the decision to adopt, a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.
- (e) **Employee** for the purposes of clause 59 means an Employee who has at least 12 months continuous service (as defined) and is not a casual Employee other than an eligible casual Employee as defined above.
- (f) **Long Parental leave** means the 52 weeks' parental leave an Employee may take under sub-clause 59.3. A person taking long parental leave under sub-clause 59.3 (whether as maternity, partner or adoption leave) is the primary carer for the purpose of this clause 59.
- (g) **Short Parental Leave** means the up to eight (8) weeks concurrent parental leave an Employee who will not be the primary care giver of a child may take under sub-clause 59.4.
- (h) **Spouse** includes a de facto, former spouse and same-sex partner save that **spouse** does not include a former spouse in relation to sub-clause 59.9 – Adoption Leave.

59.3 Long Parental Leave - Unpaid

- (a) An Employee as defined at sub-clause 59.2 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 sub-clause 59.4 (Short Parental leave – unpaid), Parental leave is to be available to only one (1) 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.

59.4 Short Parental leave - unpaid

An Employee who will not be the primary care giver of a child may take up to eight (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 two (2) weeks.

59.5 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, 10 weeks paid parental leave;
 - (ii) in the case of the non-primary care giver, one (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 (4) 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 sub-clause 59.5 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 sub-clause 59.5(a) for each birth or placement resulting in parental leave under this sub-clause 59.5.
- (d) The Employer shall make a superannuation contribution on the paid parental leave at sub-clause 59.5(a) above, equivalent to that required by relevant legislation if such payments were deemed ordinary time earnings.

59.6 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 (4) weeks before the start, or otherwise as soon as practicable.
- (b) An Employee will not be in breach of this sub-clause 59.6 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 (6) weeks immediately prior to the expected date of birth.

59.7 6 weeks before the expected date birth

- (a) Where an Employee continues to work during 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 they are fit for work and, if so, whether it is inadvisable for them to continue in their present position because of illness or risks arising out of the Employee's pregnancy or hazards connected with the position.
- (b) Where a request is made under sub-clause 59.7(a) and an Employee:
 - (i) does not provide the Employer with the requested certificate within 7 days of the request; or
 - (ii) within 7 days after the request, the Employee gives the Employer a medical certificate stating that the Employee is not fit work for work;the Employer may require the Employee to commence their parental leave as soon as practicable.

- (c) Where a request is made under sub-clause 59.7(a) and an Employee provides a medical certificate that states that the Employee is fit for work but it is inadvisable for the Employee to continue in their present position during a stated period, sub-clause 59.15 will apply.

59.8 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 their spouse (as defined), that states that they are 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 (4) 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 their spouse.
- (c) An Employee will not be in breach of sub-clause 59.8 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.

59.9 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 sub-clause 59.9(a) and 59.9(b), 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 changes or any other unexpected reason.

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

- (i) Where an Employee proposes to take long parental leave, they 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 (4) 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 sub-clause 59.9(e)(iii) below.
 - (iii) The Employer may give the Employee written notice that, from a stated day no earlier than four (4) 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 (4) weeks from receipt of notification for the Employee's return to work.

59.10 Entitlement to unpaid special birth-related leave

- (a) An Employee is entitled to a period of unpaid special maternity leave if they are not fit for work during that period because:
 - (i) they have a pregnancy-related illness affecting them; or
 - (ii) they have been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the Child otherwise than by the birth of a living Child.
- (b) An Employee who has an entitlement to personal leave may, in part or whole, take personal leave instead of unpaid special leave under this sub-clause 59.10.

- (c) Where the pregnancy ends more than 28 weeks from the expected date of birth of the Child, the Employee is entitled to access any paid and/or unpaid personal leave entitlements in accordance with the relevant personal leave provisions.

59.11 Entitlement to paid special birth-related leave

- (a) An Employee is entitled to a period of paid special leave if their pregnancy terminates at or after the completion of 20 weeks' gestation or the Employee gives birth but the baby subsequently dies.
- (b) Paid special leave is paid leave up to the amount of paid leave available to Primary Carers under sub-clause 59.5(a)(i) (plus superannuation) based on the amount of leave taken.

Examples:

1. An Employee who takes six weeks paid special leave will be paid six weeks.
2. An Employee who takes 16 weeks will be paid the full amount of paid leave available to primary carers (10 weeks).

- (c) Paid special leave is in addition to any unpaid special leave taken under sub-clause 59.10,
- (d) Paid leave available to non-Primary Carers under sub-clause 59.5(a)(ii) will also apply in these circumstances.

59.12 Evidence for special birth related leave

If an Employee takes leave under sub-clause 59.11 or 59.12 the Employer may require the Employee to provide evidence that would satisfy a reasonable person of the matters referred to in sub-clause 59.11 or 59.12 or to provide a certificate from a registered medical practitioner. The Employee must give notice to the Employer as soon as is reasonably practicable, advising the Employer of the period or the expected period of the leave under this provision.

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

- (a) Where an Employee takes leave under sub-clause 59.3 or sub-clause 59.14, unless otherwise agreed between the Employer and Employee, an Employee may 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 (4) weeks prior to the commencement of the changed arrangements. Nothing in this sub-clause 59.13 detracts from the basic entitlement sub-clause 59.3 or sub-clause 59.14.
- (b) If the Employer and Employee agree, the Employee may further change the period of parental leave.

59.14 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 59 may request the Employer to allow the Employee to extend the period of unpaid parental leave provided for in sub-clause 59.3 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 four (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.

59.15 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 sub-clause 59.14.

59.16 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 their 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) Sub-clause 59.16(a) applies to a pregnant Employee but there is no appropriate safe job available;
- (ii) the Employee is entitled to unpaid parental leave; and
- (iii) the Employee has complied with the notice and evidence requirements of sub-clause 59.6 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.
- (e) If an Employee is on paid no safe job leave during the 6 week period before the expected date of birth, the Employer may ask the Employee to give the Employer a medical certificate stating whether the employee is fit for work in accordance with sub-clause 59.7(a).
- (f) The Employer may require the Employee to take a period of unpaid parental leave (the period of leave) as soon as practicable if:

- (i) the Employee does not give the Employer the requested certificate within seven (7) days after the request made; or
- (ii) within seven (7) days after the request, the Employee gives the Employer a certificate stating that the employee is not fit for work.

59.17 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 (4) 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 sub-clause 59.17(b)(ii) or (iii) or sub-clause 59.17(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 sub-clause 37.16), to the new position;
 - (iii) if sub-clause 59.17(b)(ii) does not apply, and the Employee began working part-time or was a part-time Employee and reduced their ordinary hours because of the pregnancy of the Employee, or their spouse, to the position held immediately before starting to work part-time or reducing their ordinary hours.
- (c) Sub-clause 59.17(b) is not to result in the Employee being returned to the safe job to which the Employee was transferred under sub-clause 59.16. 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 sub-clauses 59.17(b) and 59.17(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.
- (f) The rights of the Employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause 59.

59.18 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.

59.19 Communication during Parental leave

- (a) Where an Employee is on parental leave and the Employer proposes a change 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 that 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 will also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with sub-clause 59.19.
- (d) Refer to sub-clause 14.10 regarding the process for redeployment where an Employee's role is declared redundant whilst they are on Parental leave.
- (e) The Employee's pre-parental leave position is:
 - (i) unless sub-clause 59.19(e)(ii) below applies, the position the Employee held before starting parental leave;
 - (ii) if, before starting parental leave, the Employee:
 - (A) was transferred to a safe job because of their pregnancy; or
 - (B) reduced their working hours due to their pregnancy;
 the position the Employee held immediately before that transfer or reduction.

59.20 Keeping in touch days

- (a) This clause 59 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 their employment in order to facilitate a return to that employment after the end of the period of leave;
 - (ii) both the Employee and Employer consent to the Employee performing work for the Employer on that day;
 - (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 sub-clause 59.20.

- (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 sub-clause 59.20(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 39.14.

60 Long Service Leave

60.1 Entitlement

- (a) An Employee shall be entitled to long service leave with pay, in respect of continuous service with one and the same Employer, or service with Institutions or Statutory Bodies (as defined below), in accordance with the provisions of this clause 60.
- (b) Subject to the following, the amount of such entitlement shall be:
 - (i) on the completion by the Employee of fifteen 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;
 - (ii) In the case of an Employee who has completed at least ten years' service but less than fifteen years' service, the Employee may take pro rata long service leave. The time such leave is taken shall be by agreement between the Employee and the Employer having regard for the Employer's operational requirements, save that such agreement shall not be unreasonably withheld. In the event of any dispute over the timing of such leave, the dispute resolution procedures at clause 15 shall apply.
 - (iii) in addition, in the case of an Employee who has completed more than fifteen years' service and whose employment is terminated otherwise than by death of the Employee, an amount of long service leave equal to one-thirtieth of the period of their service since the last accrual of entitlement to long service leave under sub-clause 60.1(b)(i); and
 - (iv) in the case of an Employee who has completed at least ten years' service, but less than fifteen 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.

60.2 Service entitling to leave

- (a) Subject to this clause 60, the service of an Employee of an Institution or Statutory Body shall include service for which long service leave or payment in lieu has not been received in one or more Institutions including Statutory Bodies directly associated with such Institution or Institutions for the periods required by sub-clause 60.1(b).
- (b) When calculating the aggregate of service entitling to leave, any period of employment with any one of the said Institutions or Statutory Bodies of less than six (6) months' duration shall be disregarded.
- (c) For the purposes of this clause 60 service shall be deemed to be continuous notwithstanding:
 - (i) the taking of any annual leave or long service leave;
 - (ii) any absence from work of not more than fourteen days in any year on account of illness or injury or if applicable such longer period as provided in clause 53 - Personal leave;

- (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 clause 28 - Accident pay; and
 - (v) any leave of absence of the Employee where the absence is authorised in advance in writing by the Employer to be counted as service.
- (d) In calculating the period of continuous service, any interruption or absence due to circumstances below shall not break the continuity of service of an Employee but shall not be counted as part of the period of service unless it is so authorised in writing by the Employer:
- (i) any interruption arising directly or indirectly from an industrial dispute;
 - (ii) any period of absence from employment between one Institution or Statutory Body or another provided it is less than the allowable period of absence from employment.
Provided that the allowable period of absence shall be five (5) weeks in addition to the total period of paid annual and/or personal leave which the Employee actually receives on termination or for which they are paid in lieu;
 - (iii) the dismissal of an Employee if the Employee is re-employed within a period not exceeding two (2) months from the date of such dismissal;
 - (iv) any absence from work of a female Employee for a period not exceeding twelve months or longer as agreed under sub-clause 59.14 in respect of any pregnancy or adoption; and
 - (v) any other absence of an Employee by leave of the Employer, or on account of injury arising out of or in the course of their employment not covered by sub-clause 60.2(c)(iv).
- (e) The onus of proving a sufficient aggregate of service to support a claim for any long service leave entitlement shall at all times 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]

- (f) 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.

60.3 Payments in lieu of long service leave on the death of an Employee

Where an Employee who has completed at least ten 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 an 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.

60.4 Payment for period of leave

- (a) Payment to an Employee in respect of long service leave shall be made in one of the following ways:
 - (i) in full in advance when the Employee commences their leave; or
 - (ii) 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
 - (iii) in any other way agreed between the Employer and the Employee.
- (b) Where the employment of an Employee is for any reason terminated before they take any long service leave to which they are entitled or where any long service leave accrues to an Employee pursuant to sub-clause 60.1(b)(iii) the Employee shall, subject to the provisions of sub-clause 60.4(d)(iii) be entitled to pay in respect of such leave as at the date of termination of employment.
- (c) Where any long service leave accrues to an Employee pursuant to sub-clause 60.1(b)(iii) the Employee shall be entitled to pay in respect of such leave as at the date of termination of employment.
- (d) Provided that in the case of an Employee who accrues long service leave entitlement pursuant to sub-clause 60.1(b)(iv) and who intends to be re-employed by another Institution or Statutory Body:
 - (i) such an Employee may in writing request payment in respect of such leave to be deferred until the expiry of the Employee's allowable period of absence from employment, as provided in clause 60.2(d)(ii);
 - (ii) except where the Employee gives the Employer notice in writing that the Employee has been employed by another Institution or Statutory Body, the Employer shall make payment in respect of such leave at the expiry of the Employee's allowable period of absence from employment; and
 - (iii) where the Employee gives the Employer notice in writing that the Employee has been employed by another Institution or Statutory Body, the Employer is no longer required to make payment to the Employee in respect of such leave.
- (e) 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 at the completion of such leave.

60.5 When Long Service Leave is to be taken

- (a) Long service leave will be granted by the Employer within six (6) months from the date of the entitlement under sub-clause 60.1 save that:
 - (i) long service leave may be postponed to a mutually agreeable date; or

- (ii) if agreement cannot be reached, the date will be determined by a member of the Commission provided that such a determination will not require leave to commence before six (6) months from the date of such determination.

60.6 How leave is to be taken

Long service leave will be taken as agreed between the Employer and Employee:

- (a) in one (1) or more periods, with each period being not less than a week; or
- (b) where it is taken as part of a transition to retirement arrangement, in any other way agreed.

60.7 Flexible taking of leave: double leave at half pay or half leave at double pay

- (a) An Employee may make an application to the Employer to take:
 - (i) double the period of long service leave at half pay; or
 - (ii) half the period of long service leave at double the pay.
- (b) Employees should seek independent advice regarding the taxation and superannuation implications of seeking payment under this sub-clause 60.7. The Employer will not be held responsible in any way for the cost or outcome of any such advice.
- (c) The Employer, if requested by the Employee, will provide information as to the amount of tax the Employer intends to deduct where payment of long service leave is sought under sub-clause 60.7.
- (d) Wherever it is practical to do so, the Employer will grant a request by an Employee to take double the long service leave at half pay or half long service leave at double the pay. If granting the request under this sub-clause 60.7 would result in an additional cost to the Employer, then it is not practical to grant an Employee's request.
- (e) Flexible taking of long service leave does not affect an Employee's continuous service recognised.

Example:

1. In the case of an Employee taking four (4) months paid long service leave at half pay, two (2) months will count towards the Employee's continuous service.
2. In the case of an Employee taking three (3) months paid long service leave at double pay, six (6) months paid leave will count towards the Employee's continuous service.

60.8 Definitions

For the purpose of this clause 60 the following definitions apply:

- (a) **Institution** shall mean any health service, hospital or benevolent home, community health centre, Society or Association created by or registered under the *Health Services Act 1988* (or the former *Hospital and Charities Act 1958*) or the Cancer Institute (constituted under the *Cancer Act 1958*).
- (b) **Month** shall mean a calendar month.
- (c) **Pay** means remuneration for an Employee's normal weekly hours of work calculated at the Employee's ordinary time rate of pay provided in Appendix Two, at the time the leave is taken or (if the Employee dies before the completion of leave so taken) as at the time of their death, and shall include the amount of any increase to the Employee's ordinary

time rate of pay which occurred during the period of leave as from the date such increase operates.

- (d) **Statutory body** means the Hospital and Charities Commission (Vic), the Health Commission of Victoria and/or the Victorian Nursing Council and successors thereto.

61 Breastfeeding

61.1 Paid break

The Employer will provide reasonable paid break time for an Employee to express breast milk for their nursing child each time such Employee has need to express the milk, or breastfeed the child within the workplace, for one (1) year after the child's birth.

61.2 Place to express or feed

The Employer 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.

61.3 Storage

Appropriate refrigeration will be available in proximity to the area referred to in sub-clause 61.2 for breast milk storage. Responsibility for labelling, storage and use lies with the Employee.

62 Ceremonial Leave

An Employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the Employer.

63 Blood Donors Leave

The Employer will release Employees upon request to donate blood where a collection unit is on site or by arrangement at the local level.

64 Leave to Engage in Emergency Relief Activities

64.1 An Employee who is a member of a voluntary emergency relief organisation including, but not limited to, the Country Fire Authority, Red Cross, State Emergency Service and St John Ambulance is entitled to be absent from their place of employment for a period if the Employee's absence is reasonable in all the circumstances and the period consists of one (1) or more of the following:

- (a) time when the Employee engages in the activity;
- (b) reasonable travelling time associated with the activity; and
- (c) reasonable rest time immediately following the activity.

64.2 An Employee who wants an absence from their employment to be covered by this clause 64 must, as soon as practicable:

- (a) give their Employer notice of the absence; and
- (b) advise the Employer of the period, or expected period of the absence.

- 64.3** An Employee who has given the Employer notice of an absence must give the Employer evidence that would satisfy a reasonable person that the absence is because the Employee has been or will be engaging in an eligible community service activity.

65 Jury Service

- 65.1** An Employee required to attend for jury service during their ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of ordinary wage the Employee would have received in respect of the ordinary time they would have worked had they not been on jury service.
- 65.2** An Employee shall notify the Employer as soon as possible of the date upon which they are required to attend for jury service. Further the Employee shall give the Employer proof of their attendance at the court, the duration of such attendance and the amount received in respect of such jury service.

PART H – EDUCATION AND RELATED MATTERS

66 Examination Leave

- 66.1** Qualified Employees shall be granted leave with full pay in order to attend examinations necessary to obtain higher qualifications relevant to classifications in this Agreement.
- 66.2** The amount of leave to be granted shall be such as to allow the Employee to proceed to the place of examination and, in addition, to allow one clear working day other than a Saturday or a Sunday for pre-examination study if this is so desired.
- 66.3** Any leave granted under the provisions of this clause 66 shall be exempt from and, in addition, to the provisions of clause 49 - Annual leave.

67 Professional Development Leave

- 67.1** A full-time Employee is entitled to five days' paid professional development leave per year, in addition to other prescribed leave entitlements. Part-time Employees shall have a pro rata entitlement.
- 67.2** To access the benefits of this clause 67 it is the responsibility of the Employee to make an application for this leave.
- 67.3** The leave is cumulative over two calendar years.
- 67.4** An application for this leave, nominating the preferred date(s) will be made in writing to the Manager providing a brief description of the nature of the professional development activity to be undertaken and its applicability to the Employee's profession. The application may be utilised for, but not limited to, research, home study, attendance at seminars and conferences. An Employee may be required to report back on the seminar or conference where they are allocated sufficient time during their ordinary hours of work to prepare for this.
- 67.5** The application must be made at least six (6) weeks prior to the requested date(s) and shall be approved by the Manager (including an application to take professional development leave for a period where the Employee is not rostered to work as set out in sub-clause 67.6) unless there are exceptional circumstances that exist that justify non-approval. The applicant will be notified in writing if the leave is approved or not within seven (7) days of the request being made. If leave is not granted the reasons will be included in the notification to the applicant.
- 67.6** Where a request for professional development leave approved by the Employer:
- (a) is made by a full-time Employee and covers a period where the Employee is not rostered to work; or
 - (b) is made by a part-time Employee and falls on a weekend or after hours or would result in the part-time Employee not having four (4) clear days free from ordinary duty if the day/s the Employee took the professional development leave are counted as day/s the Employee was not free from ordinary duty;
- the Employer will provide time off in lieu for the period of the course. Time in lieu in this sub-clause 67.6 is on the basis of time for time at ordinary rates and does not include any benefit or payment for any overtime, penalties or allowances under this Agreement that would normally be paid for such periods of duty.
- 67.7** Mandatory professional development or mandatory training provided by the Employer will not constitute part of an Employee's professional development leave and will be in addition to an Employee's entitlement to five (5) days professional development leave per year in this sub-

clause 67.1. Mandatory training means professional development and/or training that the Employer requires the Employee to undertake such as fire, workplace bullying and equal opportunity training or training that is necessary for an Employee to perform their position/role (such as learning how to use a new piece of equipment, or updates on new policies, procedures or applications), but not professional development training that is optional.

68 Study Leave

- 68.1** Subject to sub-clause 68.4, paid study leave will be available to all full-time and part-time Employees .
- 68.2** Paid study leave may be taken as agreed between the Employer and an Employee, for example, four (4) hours per week, eight (8) hours per fortnight or blocks of 38 hours at a residential school.
- 68.3** An Employee wishing to take study leave in accordance with this clause 68 must apply in writing to the Employer as early as possible prior to the proposed leave date. The Employee's request should include:
- (a) details of the course and institution in which the Employee is enrolled or proposes to enrol; and
 - (b) details of the relevance of the course to the Employee's profession.
- 68.4** The Employer may refuse to grant an Employee study leave where there are reasonable grounds for doing so, and will notify the Employee in writing of whether their request for study leave has been approved within 7 days of the application being made. If the leave is not approved, the reasons will be included in the written notification to the applicant.
- 68.5** Leave pursuant to this clause 68 does not accumulate from year to year.

69 Conference/Seminar Leave

- 69.1** All full-time and part-time Employees are entitled to two days' paid study/conference/seminar leave per annum. The two days' paid study/conference/seminar leave will be based on the individual Employee's usual shift length.
- 69.2** Except as provided at sub-clause 69.9 below, leave pursuant to this clause 69 does not accumulate from year to year.
- 69.3** Study/conference/seminar leave may be taken:
- (a) to attend a work related conference or seminar; or
 - (b) for undertaking study.
- 69.4** An Employee seeking leave in accordance with this clause 69 can be requested to provide details of the conference/seminar name, venue and date/time. An Employee may be required to report back or provide in-services following conference / seminar attendances where they are allocated sufficient time during their ordinary hours of work to prepare for this.
- 69.5** Where possible the leave should be requested in writing 6 weeks in advance of the proposed leave date.
- 69.6** The approval of leave (including an application to take conference/seminar leave for a period where the Employee is not rostered to work) will not be unreasonably withheld provided the leave is for a work related conference/seminar or for undertaking study.

- 69.7** The Employer must, wherever possible, notify the Employee in writing whether leave will be granted within seven (7) days of the application being made. If the leave is not approved the reasons for non-approval will be included in the written notification to the applicant.
- 69.8** Where a request for conference/seminar leave which is approved by the Employer covers a period where the Employee would be rostered off (e.g. on weekends, ADOs or after hours) then the Employer will provide time off in lieu for the period of the course. Time in lieu in this clause 69 is on the basis of time for time at ordinary rates and does not include any benefit or payment for any overtime, penalties or allowances under this Agreement which would normally be paid for such periods of duty.
- 69.9 Accumulation of conference/seminar leave over two years**
- (a) An Employee may make an application to the Employer to accumulate their conference/seminar leave over two (2) years.
 - (b) Where an Employee makes an application to accumulate their conference/seminar leave over two (2) years, the Employer will not unreasonably withhold its approval where the Employee intends to use the leave for:
 - (i) a specific event, (for example the Employee wants to use four (4) days of conference/seminar leave to attend a specific conference); or
 - (ii) a specific purpose, (for example the Employee wants to use four (4) days of conference/seminar leave to develop specific skills or knowledge in their profession/discipline, even though at the time of making the application no specific conference or seminar is identified).
 - (c) An Employee whose application to accumulate conference/seminar leave over two (2) years has been approved may subsequently apply to use part or all of the yearly conference/seminar leave entitlement for that year and the Employer will not unreasonably withhold its approval. Where this occurs, the approval to accumulate conference/seminar leave over two (2) years is no longer in effect for the portion of leave used.

70 Dispute Resolution or Industrial Relations Training

- 70.1** A local Union representative or other workplace representative shall be entitled to, and the Employer shall grant, leave of absence of up to a maximum of five (5) days' paid leave per calendar year, to attend relevant courses and/or training conducted by the Union covered by this Agreement or an accredited training provider.
- 70.2** Leave of absence on full pay for such purposes in excess of five (5) days and up to ten days may be granted in any one (1) calendar year subject to the total leave being granted in that year and in the subsequent year not exceeding ten days.
- 70.3** Such leave is granted on the following conditions:
- (a) the courses and/or training deal with the Dispute Resolution Process and/or rights, obligations and responsibilities under relevant industrial instruments and legislation;
 - (b) reasonable notice is given by the local Union representative or other workplace representative;
 - (c) the taking of leave is arranged having regard to the operational requirements of the Employer;
 - (d) the local Union representative or other workplace representative taking such leave shall be paid all ordinary time earnings in accordance with Appendix Two (Wage Rates for

Allied Health Professionals) and pro-rated where relevant (for the avoidance of doubt, 'all ordinary time earnings' include sole, higher qualifications, telephone and / or uniform allowance where relevant to the individual Employee);

- (e) leave of absence granted pursuant to this clause 70 shall count as service for all purposes of this Agreement; and
- (f) expenses associated with attendance at training courses, for example, fares, accommodation and meal costs are not the responsibility of the Employer.

PART I – CLASSIFICATION AND STAFFING

71 Notification of Classification and Reclassification

- 71.1** The grades and classifications of all Employees will be determined consistent with the Classification Definitions in Appendix Four.
- 71.2** Employees will, upon appointment, be advised in writing of their classification under this Agreement.
- 71.3** Where an Employee believes that the work performed is better described by another classification, the Employee may seek to be reclassified to that classification by notifying the Employer in writing, addressing the classification criteria of both the current and proposed classification.
- 71.4** The Employer will provide a written response to the requested reclassification within four (4) weeks, addressing both the current and proposed classification.
- 71.5** At any time, either the Employee or Employer may refer a request for reclassification to the dispute settlement procedures of this Agreement.

72 Classification and Wages

72.1 Classification Structure

- (a) The classification descriptors are set out in Appendix Four – Classification Definitions Applying to Allied Health Professionals.
- (b) The classification definitions and structure as amended by this Agreement commences to operate from the FFPPOA 12 July 2018.
- (c) **Grade 1 and Grade 2 wage increments**
 - (i) For the purpose of this sub-clause 72.1(c):
 - (A) **Previous Agreement** means the *Victorian Stand Alone Community Health Centres, Health Professionals Multi-Employer Enterprise Agreement 2012 – 2016*; and
 - (B) **Sunraysia Agreement** means the *Sunraysia Community Health Services Ltd Health Professionals Enterprise Agreement 2011-2015*.
 - (ii) **AHP1 Grade 1 wage increments**

The AHP1 Grade 1 wage increments (wage points) in this Agreement have been adjusted to reflect the relevant entry points in the Previous Agreement and the Sunraysia Agreement as follows:

Previous Agreement / Sunraysia Agreement	This Agreement
Year 1	Removed as not applicable due to sub-clause 52.5.1 of the Previous Agreement and sub-clause 21.5 of the Sunraysia Agreement.
Year 2	Removed as not applicable due to sub-clause 52.5.1 of the Previous Agreement and sub-clause 21.5 of the Sunraysia Agreement.
Year 3 (entry point for UG1/AHP1 Employees under sub-clause 52.5.1 of the Previous Agreement and sub-clause 21.5 of the Sunraysia Agreement)	Now Year 1
Year 4	Now Year 2
Year 5	Now Year 3
Year 6	Now Year 4
Year 7	Now Year 5

(iii) **AHP1 Grade 2 wage increments**

The AHP1 Grade 2 wage increments (wage points) in this Agreement have been adjusted to reflect the removal of Grade 2, year 1 as follows:

Previous Agreement / Sunraysia Agreement	This Agreement
Year 1	Removed due to sub-clause 52.7 of the Previous Agreement and removed under this Agreement for those Employees to whom the Sunraysia Agreement applied prior to this Agreement commencing operation.
Year 2	Now Year 1
Year 3	Now Year 2
Year 4	Now Year 3
Year 5	Now Year 4

(iv) **Progression to AHP Grade 2**

- (A) An AHP1 Grade 1 employee is entitled to automatically progress to Grade 2. That is, on the completion of 12 months service at Grade 1 Year 5 the Employee will automatically progress to Grade 2 Year 1 subject to sub-clause 72.1(c)(iv)(B).

(B) **Translation arrangements for existing Employees**

An Employee employed prior to the commencement of this Agreement who has 12 months experience at UG1 Grade 1 Year 7 under the Previous

Agreement or the Sunraysia Agreement will be entitled to progress as follows:

Previous Agreement/ Sunraysia Agreement Classification	Equivalent Classification in this Agreement	Classification Employee Automatically Progresses to	Effective Date of Progression
UG1 Grade 1 with at least 12 months experience at Grade 1 Year 7 on 12 July 2018	AHP1 Grade 1, Year 5	Grade 2, Year 1	FFPPOA 12 July 2018
UG1 Grade 1 who obtains 12 months experience at Grade 1 Year 7 after 12 July 2018 but before the date this Agreement commences operation	AHP1 Grade 1, Year 5	Grade 2, Year 1	Date the Employee obtained 12 months experience at UG1 Grade 1 Year 7 under the Previous Agreement or the Sunraysia Agreement

72.2 The weekly full-time salaries applicable to each classification from the FFPPOA 12 July 2018 and during the period that this Agreement operates are set out in Appendix Two – Wage Rates for Allied Health Professionals.

72.3 Appointment to a wage increment (wage point) shall be based on the Employee's Experience as defined at clause 4.

72.4 Review

Within six (6) months of the Agreement being approved by the Commission an equal number of representatives from both the Employers' representative the Victorian Hospitals' Industrial Association (including its members) and the Union (including its members), will commence a review of the AHP1 Grade 4, Allied Health Managers and Assistant Allied Health Managers classification descriptors and rates of pay.

72.5 Entry Level - Doctorate

An Employee who is a new graduate and who holds or is qualified to hold a relevant Doctoral Degree shall be entitled to be classified as an AHP1, Grade 1, Year 3.

72.6 Overlapping Pay Points Between Grades

Where an Employee is appointed to a higher grade or moves from one grade to a higher grade, then the Employee shall be paid at the yearly increment within the new grade immediately above their previous rate of pay.

72.7 Allied Health Managers

When classifying Allied Health Managers in Physiotherapy, Occupational Therapy, Speech Pathology, Medical Imaging Technology, Podiatry, Health Information Management, Medical Photography/Illustration, Medical Library, Music Therapy, Recreation Therapy, Orthoptics, and Prosthetics and Orthotics, an Allied Health Manager who is classified two grades or more below that of another Allied Health Manager (that is either in the therapy stream or the radiation related stream) in the employ of the same Employer, shall be reclassified to the next available Allied Health Manager grade.

73 Progression Criteria

Progression through all classifications for which there is more than one wage increment (wage point) shall be by annual increments, having regard to the acquisition and utilisation of skills and knowledge through experience in the Employee's practice setting(s) over such period and will occur upon the completion by the Employee of each 12 month period calculated from the Employee's commencement in a grade, irrespective of whether a 12 month period (or any part) was served as a full-time or part-time Employee.

74 Backfill of Leave

74.1 Where an Employee is preparing to take a period of leave of one (1) week or more, the Employer will consult with the Employee and other affected Employees on how workload will be managed in their absence with a view to ensuring that:

- (a) the other affected Employees can perform all aspects of their position during their ordinary hours of work, both during and after the period of leave; and
- (b) the absent Employee can perform all aspects of their position during their ordinary hours when they return from leave.

74.2 Where an Employee is absent from work or will be absent from work on leave for a period of one week (1) or more and the Employee taking leave and other Employee/s who may be affected by the leave will be unable to or will likely be unable to perform all aspects of their position during their ordinary hours of work, both during the leave and after the Employee returns from leave, the Employer will make every effort to backfill the positions of the Employee on leave.

75 Replacement of Positions

75.1 This clause 75 only applies to Employers marked with a hash symbol (#) in Appendix One of this Agreement.

75.2 Every endeavour will be made to appoint to a position that fall vacant on the basis of prolonged leave, within eight (8) weeks of the vacation of the position.

76 Advertising of Vacancies

76.1 The Employer will advertise all vacancies that arise where the vacancy relates to a position that, but for the vacancy occurring, would have been ongoing.

76.2 Where a vacancy arises within the Employer, the Employer will advertise the vacant position or available hours, internally in the first instance and then externally if necessary:

- (a) within six (6) business days after giving notice of termination (by either the Employee giving notice to their manager or delegate, or the Employer giving notice to the Employee) where not filling the vacancy will or there is a reasonable possibility it will result in Employee/s being unable to perform all aspects of their position during their ordinary hours of work; or
- (b) as soon as practicable (ordinarily within eight (8) business days) in circumstances other than those described in sub-clause 76.2(a).

76.3 The Employer will appoint someone to any vacant position as soon as practicable.

77 Safe Staffing and Workloads

77.1 The Employer acknowledges the benefits to both the Employer and individual Employees gained through Employees having a balance between both their professional and personal lives.

77.2 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 to an Employee in accordance with sub-clause 77.7.

77.3 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.

77.4 Where overtime is required the provisions of clause 43 (overtime) shall apply.

77.5 Where workload or staffing issues at the Employer are identified by Employees or their representatives the Employer agrees to consult with Employees and their representatives in relation to such matters and where appropriate take steps to address the issues.

77.6 Staffing

The Employer will ensure that it is sufficiently staffed 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 and the NES;

subject to sub-clause 77.3.

77.7 Allocation of work

(a) 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:

- (i) clinical duties;
- (ii) administrative and clerical duties;
- (iii) managerial/supervisory duties;
- (iv) educational duties; and
- (v) attending meetings;

subject to sub-clause 77.3.

- (b) The allocation of work will also have regard to and recognise:
 - (i) that clients/patients/customers (however they are referred to) are different and as such any consultation/service/treatment provided to them (and associated work) can vary as can the time it takes to provide such consultation/services/treatment; and
 - (ii) the individual Employee's skills, knowledge and experience.

77.8 Safe rostering practices

Where an Employee other than a part-time Employee (part-time Employees must have a set pattern of work under sub-clause 19.3(c)) does not have a set pattern of work, in setting a roster, the Employer will ensure that the number of changes to the Employee's start and finish times are reasonable.

78 Annual Close Down

78.1 Employers may, for operational reasons, wish to either close down or have reduced activity between Christmas Day and New Year's Day.

78.2 Where an Employer wishes to have an annual close down or low activity period between Christmas Day and New Year's Day, the Employer shall advise affected Employees in writing on or before 15 November of the relevant year, and may ask Employees to utilise annual leave during this period.

78.3 An Employee who has been asked to utilise annual leave between Christmas Day and New Year's Day who does not wish to utilise annual leave during this period shall endeavour to notify the Employer on or before 1 December of the relevant year.

78.4 Where an Employee does not wish to utilise annual leave during an annual close down or low activity period between Christmas Day and New Year's Day, the Employer may meet with the Employee, and if relevant their representative, to discuss this. Matters that may be discussed include:

- (a) the importance of ensuring staff resources are directed to client activity;
- (b) the circumstances of the Employee including the impact of the annual close down or low activity period between Christmas Day and New Year's Day and the Employee's paid annual leave balance;
- (c) the reasons why the Employee does not wish to take annual leave;
- (d) whether the Employee has excessive annual leave;
- (e) whether accrued days off are available;
- (f) whether time off in lieu of overtime is available;
- (g) whether alternative work is available, for example at other sites, subject to operational requirements; and
- (h) whether leave without pay is available.

78.5 The Employer will not unreasonably refuse a request by an Employee to take:

- (a) accrued days off;
- (b) time in lieu of overtime; and/or
- (c) leave without pay;

instead of annual leave during a close down or reduced activity period between Christmas Day and New Year's Day

- 78.6** If, after discussions take place in accordance with sub-clause 78.4, the Employer, Employee or their representatives can utilise the dispute resolution clause 15 of this Agreement to determine if the Employer asking the Employee to take annual leave between Christmas Day and New Year's Day is reasonable or the refusal of an Employee to take annual leave between Christmas Day and New Year's Day is unreasonable. Where in accordance with the dispute resolution process in clause 15 the Commission determines the refusal to take annual leave is unreasonable the Employer can direct the Employee take annual leave between Christmas Day and New Year's Day.

79 Prevention and Management of Workplace Bullying (Employee to Employee)

- 79.1** The parties to this Agreement are committed to the prevention of workplace bullying.
- 79.2** The Employer, will maintain policies and procedures to proactively prevent and manage workplace bullying in accordance with the recommendations of the *WorkSafe Guidance Note on the Prevention of Bullying and Violence at Work 2003* (as amended from time to time).

80 Working From Home

An Employee, subject to operational requirements and with the approval of the Employee's relevant senior manager, may work from their home or place of residence in circumstances where the work is project based and may be performed with a high level of autonomy.

PART J – UNION MATTERS

81 Union Matters

81.1 Access to new Employees

- (a) To facilitate the orientation of new Employees and familiarise such Employees with this Agreement, the Union shall be provided with the dates, times and venues of any orientation/induction programs in writing on a quarterly basis and be permitted to attend.
- (b) If the dates of these programmes are fixed in advance for a regular day and time then a list should be sent to the Union.
- (c) Where the dates of orientation/induction programmes are not fixed in advance, the Union should receive notification of at least 14 days to enable a Union representative to attend.

81.2 Delegates and Occupational Health & Safety Representatives

- (a) In addition to other leave entitlements, Delegates and Occupational Health and Safety representatives are to have reasonable time release from duty to attend to industrial, occupational health and safety or other relevant matters such as grievance procedures, committee meetings etc.
- (b) Where representatives are required to attend management meetings outside of paid time they will be paid to attend.

81.3 Access to Employees and facilities

- (a) For the purpose of avoiding disputes about matters pertaining to the employment relationship or any other matters arising from this Agreement the Union is to be given access to Employees.
- (b) The Union's Delegates and Occupational Health & Safety representatives shall be provided with access to facilities such as telephones, computers, e-mail, notice-boards and meeting rooms in a manner that does not adversely affect service delivery and work requirements.
- (c) A notice board for the Union's use should be established at the main sites in which persons eligible to be members of the Union are employed.

81.4 Right of Entry

The exercise of any right of entry conferred by clause 81 which involves entry to premises for a purpose referred to in s.481 of the Act, or to hold discussions of a kind referred to in s.484 of the Act, will be in accordance with the requirements of Part 3-4 of Chapter 3 of the Act.

SIGNATURES

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

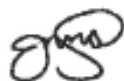

Signature

Stuart McCulloch

Name (print)

Address: 88 Maribyrnong Street,
VIC, 3011

Authority to sign CEO



Witness

EMMA SCOTT

Name of Witness (print)

SIGNED for and on behalf of the **Health Services Union** by its authorised officers as a representative of Employees covered by the Agreement in the presence of:

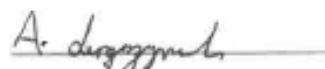

Signature

Craig McGregor
Branch Secretary (print):

Address: 351 William St, West
Melbourne, VIC 3003

Authority to sign

Branch Secretary
Health Services Union
Victoria No. 3 Branch



Witness

Alex Leszczynski

Name of Witness (print)

Appendix One – List of Employers

1. Access Health and Community # (ABN: 82 136 672 681)
2. Ballarat Community Health # (ABN: 98 227 492 950)
3. Banyule Community Health (ABN: 87 776 964 889)
4. Bellarine Community Health Ltd (ABN: 96 536 879 169)
5. Bendigo Community Health Services Ltd (ABN: 76 026 154 968)
6. Castlemaine District Community Health Limited # (ABN: 43 136 516 991)
7. Central Bayside Community Health Services Limited (ABN: 50 362 120 798)
8. Cobaw Community Health Services Limited # (ABN: 35 823 252 867)
9. CoHealth Ltd # (ABN: 57 167 212 302)
10. Connect Health and Community (Bentleigh Bayside Community Health) (ABN: 70 136 370 422)
11. DPV Health Ltd # (ABN: 68 047 988 477)
12. EACH # (ABN: 46 197 549 317)
13. Gateway Health # (ABN: 76 640 576 694)
14. Gippsland Lakes Community Health (ABN: 39 041 514 660)
15. Grampians Community Health # (ABN: 41 831 668 189)
16. Inspiro (Ranges Community Health) # (ABN: 14 188 575 324)
17. IPC Health Ltd # (ABN: 68 846 923 225)
18. Latrobe Community Health Service Limited # (ABN: 74 136 502 022)
19. Link Health and Community Limited (ABN: 12 136 877 702)
20. Merri Health (Merri Community Health Services Limited) # (ABN: 24 550 946 840)
21. Nexus Primary Health # (ABN: 40 685 448 071)
22. Nillumbik Community Health Service Ltd (ABN: 32 180 310 839)
23. North Richmond Community Health Limited # (ABN: 21 820 901 634)
24. Northern District Community Health (ABN: 11 507 709 511)
25. Star Health Group Limited # (ABN: 74 711 038 580)
26. Sunraysia Community Health Services Limited (ABN: 56 957 121 036)
27. Your Community Health (Darebin Community Health Service) (ABN: 31 905 329 561)

Appendix Two – Weekly Wage Rates for Allied Health Professionals

Classification	Year	FFPPOA				
		01-Apr-16	12-Jul-18	1-Nov-18	1-Nov-19	1-Jul-20
		Weekly Wage Rate (\$)	Weekly Wage Rate (\$)	Weekly Wage Rate (\$)	Weekly Wage Rate (\$)	Weekly Wage Rate (\$)
Percentage Wage Increase			5.25%	3%	3%	2%
AHP1 CLASSIFICATIONS						
Intern - Medical Imaging Technologist (MIT) only	-	852.40	897.15	924.07	951.79	970.82
Grade 1	1	1151.00	1211.43	1247.77	1285.20	1310.91
	2	1221.40	1285.52	1324.09	1363.81	1391.09
	3	1274.45	1341.36	1381.60	1423.05	1451.51
	4	1332.45	1402.40	1444.48	1487.81	1517.57
	5	1383.50	1473.50 #	1517.71	1563.24	1594.50
Grade 2	1	1400.20	1473.71	1517.92	1563.46	1594.73
	2	1464.50	1541.39	1587.63	1635.26	1667.96
	3	1554.45	1636.06	1685.14	1735.69	1770.41
	4	1574.95	1694.70 #	1745.54	1797.91	1833.87
Grade 3	1	1615.90	1700.73	1751.76	1804.31	1840.40
	2	1672.80	1760.62	1813.44	1867.84	1905.20
	3	1717.40	1807.56	1861.79	1917.64	1956.00
	4	1830.05	1943.80 #	2002.11	2062.18	2103.42
Grade 4 including Medical Imaging Technologist Grade 4, Medical Imaging Technologist Grade 4 Tutor (Dept 25 or more) and Grade 4 Clinical Educator (Dept 25 or more)	-	2041.95	2149.15	2213.63	2280.04	2325.64
Assistant Allied Health Manager (AAHM)						
AAHM - all AHP1 classifications except Medical Imaging Technologists (MIT)	1	1615.90	1700.73	1751.76	1804.31	1840.40
	2	1672.80	1760.62	1813.44	1867.84	1905.20
	3	1717.40	1807.56	1861.79	1917.64	1956.00
AAHM Grade 1 - Medical Imaging Technologist (MIT) only	1	1615.90	1700.73	1751.76	1804.31	1840.40
	2	1672.80	1760.62	1813.44	1867.84	1905.20
	3	1717.45	1807.62	1861.84	1917.70	1956.05
AAHM Grade 2 - Medical Imaging Technologist (MIT) only	1	1812.30	1907.45	1964.67	2023.61	2064.08

Classification	Year	FFPPOA				
		01-Apr-16	12-Jul-18	1-Nov-18	1-Nov-19	1-Jul-20
		Weekly Wage Rate (\$)	Weekly Wage Rate (\$)	Weekly Wage Rate (\$)	Weekly Wage Rate (\$)	Weekly Wage Rate (\$)
Percentage Wage Increase			5.25%	3%	3%	2%
	2	1894.40	1993.86	2053.67	2115.28	2157.59
AAHM Grade 3 - Medical Imaging Technologist (MIT) only	-	2041.95	2149.15	2213.63	2280.04	2325.64
AAHM Grade 4 - Medical Imaging Technologist (MIT) only	-	2204.80	2320.55	2390.17	2461.87	2511.11
Allied Health Manager (AHM)						
AHM Grade 1	1	1615.90	1700.73	1751.76	1804.31	1840.40
	2	1672.80	1760.62	1813.44	1867.84	1905.20
	3	1717.40	1807.56	1861.79	1917.64	1956.00
AHM Grade 2	1	1812.30	1907.45	1964.67	2023.61	2064.08
	2	1894.40	1993.86	2053.67	2115.28	2157.59
AHM Grade 3	-	2041.95	2149.15	2213.63	2280.04	2325.64
AHM Grade 4	-	2204.80	2320.55	2390.17	2461.87	2511.11
AHM Grade 5	-	2432.45	2560.15	2636.96	2716.07	2770.39
Deputy Director of Allied Health	-	-	2714.42	2795.86	2879.73	2937.33
Director of Allied Health	-	2725.60	2868.69	2954.75	3043.40	3104.27
AHP2 CLASSIFICATIONS						
Child Psychotherapist						
Level 1	1	1019.80	1073.34	1105.54	1138.71	1161.48
	2	1064.85	1120.75	1154.38	1189.01	1212.79
	3	1118.30	1177.01	1212.32	1248.69	1273.66
	4	1169.55	1230.95	1267.88	1305.92	1332.03
	5	1223.80	1288.05	1326.69	1366.49	1393.82
	6	1275.25	1342.20	1382.47	1423.94	1452.42
	7	1354.50	1443.10 #	1486.39	1530.98	1561.60
Level 2	1	1418.60	1493.08	1537.87	1584.00	1615.68
	2	1436.95	1512.39	1557.76	1604.49	1636.58
	3	1498.15	1576.80	1624.11	1672.83	1706.29
	4	1543.90	1624.95	1673.70	1723.91	1758.39
	5	1564.40	1683.50 #	1734.01	1786.03	1821.75
Level 3	1	1626.65	1712.05	1763.41	1816.31	1852.64

		FFPPOA				
Classification	Year	01-Apr-16	12-Jul-18	1-Nov-18	1-Nov-19	1-Jul-20
		Weekly Wage Rate (\$)	Weekly Wage Rate (\$)	Weekly Wage Rate (\$)	Weekly Wage Rate (\$)	Weekly Wage Rate (\$)
Percentage Wage Increase			5.25%	3%	3%	2%
Level 4	2	1686.20	1774.73	1827.97	1882.81	1920.46
	3	1765.30	1875.60 #	1931.87	1989.82	2029.62
	1	1816.30	1911.66	1969.01	2028.08	2068.64
	2	1883.10	1981.96	2041.42	2102.66	2144.72
	3	1972.05	2075.58	2137.85	2201.99	2246.03
Client Advisors/Rehabilitation Consultants						
Grade 1	Year 1/ Appt. Rate					
		1269.90	1336.57	1376.67	1417.97	1446.33
	2	1297.00	1365.09	1406.05	1448.23	1477.19
	3	1326.70	1396.35	1438.24	1481.39	1511.02
	4	1384.90	1457.61	1501.34	1546.38	1577.30
	5	1412.25	1486.39	1530.98	1576.91	1608.45
Grade 2	6	1456.75	1550.70 #	1597.22	1645.14	1678.04
	1	1515.05	1594.59	1642.43	1691.70	1725.53
	2	1551.60	1633.06	1682.05	1732.51	1767.16
	3	1589.50	1672.95	1723.14	1774.83	1810.33
Grade 3	4	1610.05	1731.60 #	1783.55	1837.05	1873.80
	1	1683.80	1772.20	1825.37	1880.13	1917.73
	2	1719.75	1810.04	1864.34	1920.27	1958.67
Grade 4	3	1776.30	1887.20 #	1943.82	2002.13	2042.17
	1	1916.60	2017.22	2077.74	2140.07	2182.87
	2	1981.35	2085.37	2147.93	2212.37	2256.62
	3	2047.45	2154.94	2219.59	2286.18	2331.90
Dental Technicians						
Level 1	1	974.75	1025.92	1056.70	1088.40	1110.17
	2	984.85	1036.55	1067.65	1099.68	1121.67
	3	1012.60	1083.00 #	1115.49	1148.95	1171.93
Level 2	1	1084.80	1141.75	1176.00	1211.28	1235.51

Classification	Year	FFPPOA				
		01-Apr-16	12-Jul-18	1-Nov-18	1-Nov-19	1-Jul-20
		Weekly Wage Rate (\$)	Weekly Wage Rate (\$)	Weekly Wage Rate (\$)	Weekly Wage Rate (\$)	Weekly Wage Rate (\$)
Percentage Wage Increase			5.25%	3%	3%	2%
	2	1102.00	1159.86	1194.65	1230.49	1255.10
	3	1113.65	1172.12	1207.28	1243.50	1268.37
	4	1133.90	1229.80 #	1266.69	1304.69	1330.79
Level 3	1	1246.50	1311.94	1351.30	1391.84	1419.68
	2	1254.60	1320.47	1360.08	1400.88	1428.90
	3	1283.85	1368.60 #	1409.66	1451.95	1480.99
Apprentice	1	466.45	490.94	505.67	520.84	531.25
	2	580.65	611.13	629.47	648.35	661.32
	3	702.05	738.91	761.07	783.91	799.59
	4	852.20	896.94	923.85	951.56	970.60
Dental Prosthetist	1	1275.75	1342.73	1383.01	1424.50	1452.99
	2	1284.05	1351.46	1392.01	1433.77	1462.44
	3	1295.40	1399.50 #	1441.49	1484.73	1514.42
Renal Dialysis Technician	1	918.75	966.98	995.99	1025.87	1046.39
	2	957.30	1007.56	1037.78	1068.92	1090.30
	3	972.40	1023.45	1054.15	1085.78	1107.49
	4	987.65	1039.50	1070.69	1102.81	1124.86
	5	1013.55	1066.76	1098.76	1131.73	1154.36
	6	1053.75	1126.40 #	1160.19	1195.00	1218.90

Note: As indicated in sub-clause 24.2 effective from the FFPPOA 12 July 2018, additional uplifts in the wage rates have been applied to the classifications that are marked with a hash symbol (#).

Appendix Three – Allowance and Other Rates for Allied Health Professionals

Allowance	FFPPOA				
	01-Apr-16	12-Jul-18	1-Nov-18	1-Nov-19	1-Jul-20
		Allowance (\$)	Allowance (\$)	Allowance (\$)	Allowance (\$)
Uniform Allowance					
Per Day	1.62	1.71	1.76	1.81	1.85
Per Week	8.10	8.53	8.78	9.04	9.23
Laundry Allowance					
Per Day	0.38	0.40	0.41	0.42	0.43
Per Week	1.92	2.02	2.08	2.14	2.19
Meal Allowance					
	13.34	14.04	14.46	14.90	15.19
Higher Qualification Allowance					
Post Graduate Qualification	86.35	90.86	93.58	96.39	98.32
Doctorate	115.10	121.14	124.78	128.52	131.09
Sole Allowance					
	51.50	54.21	55.84	57.52	58.67
On-Call Allowance					
Weekday	27.40	28.82	29.68	30.58	31.19
Weekends and Public Holidays	54.75	57.64	59.37	61.15	62.37
Shift					
AHP1					
Morning Shift	25.75	27.10	27.90	28.75	29.35
Afternoon Shift	25.75	27.10	27.90	28.75	29.35
Night Shift	58.55	61.60	63.45	65.40	66.70
Permanent Night Shift	69.30	72.95	75.15	77.40	78.95
Change of Shift	41.20	43.35	44.65	46.00	46.95
Child Psychotherapy					
Morning Shift	25.50	26.85	27.65	28.45	29.05
Afternoon Shift	25.50	26.85	27.65	28.45	29.05

Allowance	FFPPOA				
	01-Apr-16	12-Jul-18	1-Nov-18	1-Nov-19	1-Jul-20
		Allowance (\$)	Allowance (\$)	Allowance (\$)	Allowance (\$)
Night Shift	58.55	61.60	63.45	65.40	66.70
Permanent Night Shift	69.30	72.95	75.15	77.40	78.95
Change of Shift	40.80	42.95	44.20	45.55	46.45
Dental Prosthetists					
Morning Shift		33.55	34.60	35.60	36.30
Afternoon Shift		33.55	34.60	35.60	36.30
Night Shift		61.60	63.45	65.40	66.70
Permanent Night Shift		72.95	75.15	77.40	78.95
Change of Shift		53.70	55.30	57.00	58.10
Dental Technicians					
Morning Shift	24.35	25.65	26.40	27.20	27.75
Afternoon Shift	24.35	25.65	26.40	27.20	27.75
Night Shift	58.55	61.60	63.45	65.40	66.70
Permanent Night Shift	69.30	72.95	75.15	77.40	78.95
Change of Shift	39.00	41.05	42.25	43.55	44.40
Client Advisors/ Rehabilitation Consultants					
Morning Shift	31.75	33.40	34.40	35.45	36.15
Afternoon Shift	31.75	33.40	34.40	35.45	36.15
Night Shift	58.55	61.60	63.45	65.40	66.70
Permanent Night Shift	69.30	72.95	75.15	77.40	78.95
Change of Shift	50.80	53.45	55.05	56.70	57.85
Renal Dialysis Technicians					
Morning Shift	22.95	24.15	24.90	25.65	26.15
Afternoon Shift	22.95	24.15	24.90	25.65	26.15
Night Shift	58.55	61.60	63.45	65.40	66.70
Permanent Night Shift	69.30	72.95	75.15	77.40	78.95
Change of Shift	36.75	38.70	39.85	41.05	41.85

Other - Annual Leave Loading	FFPPOA				
	01-Apr-16	12-Jul-18	1-Nov-18	1-Nov-19	1-Jul-20
Annual Salary Exceeds	\$84,253.05	\$88,676.06	\$91,336.77	\$94,076.72	\$95,958.46
Weekly Salary Exceeds	\$1,615.90	\$1,700.73	\$1,751.76	\$1,084.31	\$1,840.40
Loading Amount	\$1,131.15	\$1,190.51	\$1,226.23	\$1,263.02	\$1,288.28

Appendix Four – Classification Definitions Applying to Allied Health Professionals

CLASSIFICATION

An Employer is not obliged to appoint to each Grade. However where an employee meets the requirements of the Grade, the Employer will classify them at that Grade (see clause 71 Notification of Classification and Reclassification).

This Appendix Four is arranged as follows:

General

Section A – Definitions

Allied Health Professional (AHP1)

Section B – Definitions

Schedule 1 – Relevant entry requirements for AHP1 Classifications

Schedule 2 – Specific special knowledge or depth of experience examples

Schedule 3 – Health Information Manager Specialty Area Examples

Allied Health Professional (AHP2)

Section C – AHP2 Classification Descriptors

SECTION A – DEFINITIONS

1. Definitions

In this classification structure, the following terms are defined as follows:

1.1 Advanced Practice work is work that is within the currently recognised scope of practice for the profession, but that in custom and practice has been performed by other professions. It requires additional training as well as significant professional experience and competency development.

1.2 AHP1 Classification/s means the following professions:

- (a) Exercise Physiologist;
- (b) Health Information Manager (Medical Records Administrator);
- (c) Medical Imaging Technologist (Radiographer);
- (d) Medical Librarian;
- (e) Music Therapist;
- (f) Occupational Therapist;
- (g) Orthoptist;
- (h) Orthotist/Prosthetist;
- (i) Photographer or Illustrator (Medical Photographer or Illustrator);
- (j) Physiotherapist;
- (k) Play Therapist (Child Life Therapist);
- (l) Podiatrist;
- (m) Recreation Therapist; and
- (n) Speech Pathologist.

1.3 AHP2 Classification/s means the following professions:

- (a) Child Psychotherapist;
- (b) Client Advisor/Rehabilitation Consultant;

- (c) Dental Prosthetist;
- (d) Dental Technician; and
- (e) Renal Dialysis Technician;

1.4 Allied Health Manager means an Employee required to undertake responsibility for the organisation of the department and the supervision of staff and/or to manage a service wide program and who has responsibility for budgets, management of staff, clinical and service outcomes in the program, provision of professional leadership and guidance of staff. An Employee classified in an Allied Health Manager position may be responsible for a program across a number of sites, or be responsible for a multi-disciplinary allied health professional structure across a number of sites or a large department/program for a single professional stream. Allied Health Managers must be Employees from an AHP1 Classification.

1.5 Assistant Allied Health Manager means an Employee required to assist and to deputise for an Allied Health Manager. Assistant Allied Health Managers must be Employees from an AHP1 Classification.

SECTION B – AHP1 CLASSIFICATION DESCRIPTORS

AHP1 Classifications – Intern, Grade 1, Grade 2, Grade 3 and Grade 4

1. Intern – Medical Imaging Technologist (Radiographer) only

1.1 This classification applies to Medical Imaging Technologists (MIT) only.

1.2 An Intern Medical Imaging Technologist is an Employee who has obtained a Bachelor of Applied Science (Medical Radiations), Bachelor of Medical Radiation Science, or equivalent who has provisional registration under the National Registration and Accreditation Scheme with the Medical Radiation Practice Board of Australia and is undertaking a clinical placement following the completion of their qualification.

2. Grade 1

2.1 A Grade 1 Employee is an Employee who:

- (a) has a relevant qualification for their profession and/or meets the entry requirements described at Schedule 1 of this Appendix Four; and
- (b) works on routine tasks within the scope of practice for their profession, consulting with a suitably experienced health professional when clinical problems arise or when dealing with clinical matters they are unfamiliar with.

2.2 This will generally be the entry level for new graduates.

2.3 Home Visits

A Grade 1 Employee can only participate in home visits in accordance with the following:

- (a) where a Grade 1 Employee performs work during home visits (that is they are not attending a home visit in an observational capacity only):
 - (i) they must, if they are not already classified at Grade 1 Year 3 or above, be classified at Grade 1 Year 3;
 - (ii) a preliminary clinical assessment cannot be done by a Grade 1 Employee with less than two years of experience unless the Employee has successfully completed an appropriate competency-based orientation to ensure the Grade 1 Employee is adequately resourced, skilled and experienced to effectively and safely perform the clinical duties required at home visits without another Allied Health Professional present. A Grade 1 Employee undertaking home visits must be able to access adequate clinical support during home-visits; and
 - (iii) the Employer must have a system that supports Grade 1's undertaking home visits that ensures adequate occupational health and safety, and a preliminary assessment of the client's residence must be done prior to the Grade 1's first home visit; or
- (b) where a Grade 1 Employee attends home visits in an observational capacity only (that is they do not perform any work during the home visit) sub-clause 2.3(a) of this section B of this Appendix Four do not apply.

2.4 For the purpose of sub-clause 2.3(a)(ii) of this Section B of this Appendix Four, 'competency-based orientation' means a structured program relevant to the profession that, upon completion, ensures the Grade 1 Employee has the necessary skills, knowledge and experience to effectively and safely perform home visit duties without another Allied Health Professional present. It includes a comprehensive induction process, appropriate training, practical guidance on relevant policies and procedures and supernumerary time at home visits.

2.5 After the completion of 12 months service at Grade 1 Year 5 a Grade 1 Employee will automatically progress to Grade 2 Year 1.

3. Grade 2

3.1 Grade 2 – General Definition (does not apply to Medical Imaging Technologist)

A Grade 2 Employee is an Employee:

- (a) who has completed 12 months service at Grade 1 Year 5; and/or
- (b) required to undertake additional duties/responsibilities to a Grade 1 Employee, for example:
 - (i) supervising and training students;
 - (ii) supervising staff (including clinical supervision of Grade 1 Employees);

- (iii) performing work which requires special knowledge or depth of experience. In the case of Medical Librarians, Orthotists/Prosthetists, Physiotherapists and Podiatrists examples of areas in which such work may be performed are listed in Schedule 2 of this Appendix Four;
- (iv) being required to take charge of a section of a department;
- (v) in the case of Health Information Manager being responsible for clinical trial/data management at recognised trials including national and international trials;
- (vi) in the case of Play Therapist, research/case studies, and/or client and group program supervision and/or evaluation; and/or
- (vii) undertaking home visits in circumstances other than those described in sub-clause 2.3 of section B of this Appendix Four above.

For the avoidance of doubt, sub-clause 3.1(a) of section B of this Appendix Four above does not limit an Employer's ability to require an Employee that has progressed from Grade 1 to Grade 2 to undertake additional Grade 2 duties/responsibilities consistent with sub-clause 3.1(b) of section B of this Appendix Four above.

3.2 Grade 2 – Medical Imaging Technologist (Radiographer)(only applies to Medical Imaging Technologists)

A Grade 2 Medical Imaging Technologist is an Employee:

- (a) who has completed 12 months service at Grade 1 Year 5; and/or
- (b) who is required to undertake additional responsibilities and/or who has additional experience who demonstrates a degree of competence and ability to work independently and without supervision which reflects a level of continuing education and/or practical expertise. Parameters for this position would include one or more of the following:
 - (i) a Medical Imaging Technologist who is required to supervise other medical imaging staff including clinical supervision of Grade 1 Employees, and train medical imaging students;
 - (ii) a Medical Imaging Technologist who is required to supervise a section of a department; and/or
 - (iii) a Medical Imaging Technologist who can demonstrate extensive or special knowledge, experience and competence in any of the specialist modalities or areas of additional responsibilities such as computed tomography (CT), digital subtraction angiography (DSA), cardiac angiography, mammography, magnetic resonance imaging (MRI), picture archiving and communication systems (PACS), radiology information system (RIS) or quality assurance activities.

4. Grade 3

4.1 Grade 3 – General Definition

A Grade 3 Employee is an Employee who, in addition to undertaking or having the ability to undertake the Grade 2 duties/responsibilities, will:

- (i) normally have at least seven (7) years' experience in the relevant profession; and
- (ii) possesses specific knowledge in and works in an area of their profession (clinical, educational, research and/or managerial) requiring high levels of specialist knowledge.

In the case of a Health Information Manager, examples of specialised knowledge are at Schedule 3 of this Appendix Four.

4.2 Role function

An Employee in a Grade 3 position performs duties within or across the clinical, managerial, education, and/or research areas of expertise. Indicative Grade 3 duties/responsibilities are included in the table below:

Refer to next page for the relevant table.

Clinical	Managerial	Education	Research
<p>(a) working in a clinical area of their profession that requires high levels of specialist knowledge;</p> <p>(b) clinical supervision of Grade 1 and Grade 2 Employees;</p> <p>(c) management and co-ordination of a quality improvement program;</p> <p>(d) performing Advanced Practice work;</p> <p>(e) acting on expert advisory committees as part of their position/role or with the Employer's approval; and/or</p> <p>(f) consultative role.</p> <p>A Grade 3 Employee whose duties are mostly within the Clinical area of expertise may be described as a Senior Clinician.</p>	<p>(a) administrative functions such as a team leader;</p> <p>(b) managerial supervision of staff;</p> <p>(c) budgets; and/or</p> <p>(d) human resource management.</p> <p>A Grade 3 Employee whose duties are mostly within the Managerial area of expertise may be described as a Team Leader.</p>	<p>(a) teaching under-graduate students, post graduate students and/or interns, primarily in a clinical setting;</p> <p>(b) providing education to staff from other professions;</p> <p>(c) lecturing in their clinical specialty;</p> <p>(d) coordination of student placements;</p> <p>(e) in the case of a Health Information Manager and Medical Imaging Technologist, having a proven record in teaching; and/or</p> <p>(f) in the case of Medical Imaging Technologist, being a clinical educator in a department of less than 25.</p> <p>A Grade 3 Employee whose duties are mostly within the Education area of expertise may be described as a Clinical Educator.</p>	<p>(a) formal research projects; and/or</p> <p>(b) in the case of a Health Information Manager and Medical Imaging Technologist, having a proven record in research.</p> <p>A Grade 3 Employee whose duties are mostly within the Research area of expertise may be described as an Allied Health Researcher.</p>

5. Grade 4

5.1 AHP1 classifications (except Medical Imaging Technologists)

(a) Grade 4 Allied Health

An Employee who will normally have at least 10 years' postgraduate experience and who is required by the Employer to hold significant educational, administrative and managerial responsibilities and is at a supervisory level in one (1) or more of the specific branches of the discipline which require extensive specialised knowledge and performance. Other responsibilities would include management of the department's clinical teaching, research program or quality assurance programme. This role may

manage/supervise staff within a program and may report to a Director/Manager of Allied Health or similar, however characterised, as required by the organisation.

(b) Allied Health Grade 4/Clinical Educator (Department of 25 or more)

An Employee in a large or multi-campus department, who will normally have at least 10 years' postgraduate experience and is required by the Employer to undertake significant educational, administrative and managerial responsibilities and is at a supervisory level in one (1) or more of the specific branches of the discipline which require extensive specialised knowledge and performance. Other responsibilities would include management of the department's clinical teaching, research program or quality assurance programme.

5.2 Medical Imaging Technologists only

(a) Medical Imaging Technologist Grade 4

A Medical Imaging Technologist in a large or multi-campus department, who will normally have at least 10 years' postgraduate experience and who is required to undertake significant educational, administrative and managerial responsibilities, and is at a supervisory level, either in one (1) or more specific branches of the profession which require extensive specialised knowledge and performance, or over multiple diagnostic units in the same modality. Other responsibilities would include management of the department's clinical teaching or research program, quality assurance program or imaging specific computer systems.

(b) Medical Imaging Technologist Grade 4, Tutor (department of 25 or more)

A Medical Imaging Technologist in a large or multi-campus department, who will normally have at least 10 years' postgraduate experience and who is required to undertake significant educational, administrative and managerial responsibilities, and is at a supervisory level, either in one or more specific branches of the profession which require extensive specialised knowledge and performance, or over multiple diagnostic units in the same modality. Other responsibilities would include management of the department's clinical teaching or research program, quality assurance program or imaging specific computer systems.

AHP1 Classifications – Allied Health Managers, Assistant Allied Health Managers and Directors of Allied Health

For the purpose of classifying the Allied Health Managers and Assistant Allied Health Manager classifications, the effective number of full time health professionals, or other Employees as the case may be, is derived by dividing the number of hours worked by the health professionals, or other employees/Employees, that report to the Allied Health Manager/Assistant Allied Health Manager and dividing by 38, with any fraction being taken to the next whole number.

1. Assistant Allied Health Manager

1.1.1 All AHP1 classifications (except Medical Imaging Technologists)

An Employee who is an Assistant Allied Health Manager as defined in sub-clause 1.5 of Section A of this Appendix Four above where the Allied Health Manager is classified at Grade 2 Allied Health Manager or higher.

1.1.2 Medical Imaging Technologists only

A Medical Imaging Technologist who is an Assistant Allied Health Manager as defined in sub-clause 1.5 of Section A of this Appendix Four above:

- (a) Grade 1 Assistant Allied Health Manager - Where the Allied Health Manager is classified at Grade 2 Allied Health Manager.
- (b) Grade 2 Assistant Allied Health Manager - Where the Allied Health Manager is classified at Grade 3 Allied Health Manager.
- (c) Grade 3 Assistant Allied Health Manager - Where the Allied Health Manager is classified at Grade 4 Allied Health Manager.
- (d) Grade 4 Assistant Allied Health Manager - Where the Allied Health Manager is classified at Grade 5 Allied Health Manager.

2. Allied Health Manager

2.1.1 All AHP1 classifications (except Health Information Managers)

- (a) Grade 1 Allied Health Manager - An Employee who is an Allied Health Manager as defined in sub-clause 1.4 of Section A of this Appendix Four above in charge of 1 to 5 full-time professionals and/or other employees totalling at least 6 in number.
- (b) Grade 2 Allied Health Manager - An Employee who is an Allied Health Manager as defined in sub-clause 1.4 of Section A of this Appendix Four above in charge of 6 to 14 full-time professionals and/or other employees totalling at least 15 in number.
- (c) Grade 3 Allied Health Manager - An Employee who is an Allied Health Manager as defined in sub-clause 1.4 of Section A of this Appendix Four above in charge of 15 to 24 full-time professionals and/or other employees totalling at least 26 in number.
- (d) Grade 4 Allied Health Manager - An Employee who is an Allied Health Manager as defined in sub-clause 1.4 of Section A of this Appendix Four above in charge of 25 to 39 full-time professionals and/or other employees totalling at least 28 in number.

- (e) Grade 5 Allied Health Manager - An Employee who is an Allied Health Manager as defined in sub-clause 1.4 of Section A of this Appendix Four above in charge of 40 and over full-time professionals and/or other employees totalling at least 46 in number.

Note: When classifying an Allied Health Manager in this Agreement, the un-capitalisation of "Employee" in this Agreement will not disturb the arrangements in place for any Allied Health Manager (Chief) positions that existed prior to 12 July 2018.

2.1.2 Health Information Managers only

- (a) Grade 1 Allied Health Manager - An Employee who is an Allied Health Manager as defined in sub-clause 1.4 of Section A of this Appendix Four above in charge of 1 to 5 full-time Health Information Managers and/or other Employees totalling at least 6 in number.
- (b) Grade 2 Allied Health Manager - An Employee who is an Allied Health Manager as defined in sub-clause 1.4 of Section A of this Appendix Four above in charge of 6 to 14 full-time Health Information Managers and/or other Employees totalling at least 15 in number.
- (c) Grade 3 Allied Health Manager - An Employee who is an Allied Health Manager as defined in sub-clause 1.4 of Section A of this Appendix Four above in charge of 15 to 24 full-time Health Information Managers and/or other Employees totalling at least 26 in number.
- (d) Grade 4 Allied Health Manager - An Employee who is an Allied Health Manager as defined in sub-clause 1.4 of Section A of this Appendix Four above in charge of 25 to 39 full-time Health Information Managers and/or other Employees totalling at least 28 in number.
- (e) Grade 5 Allied Health Manager - An Employee who is an Allied Health Manager as defined in sub-clause 1.4 of Section A of this Appendix Four above in charge of 40 and over full-time Health Information Managers and/or other Employees totalling at least 46 in number.

3. Deputy Director of Allied Health

An Employee who is a Deputy Director of Allied Health.

4. Director of Allied Health

An Employee who is a Director of Allied Health.

SCHEDULE 1 – ENTRY REQUIREMENTS FOR AHP1 CLASSIFICATIONS

The following table outlines the relevant qualifications and/or entry requirements for the AHP1 Classification professions:

Profession	Relevant Qualification and/or Entry Requirements
Exercise Physiologist	<p>An appropriate Bachelor of Science Degree, Bachelor of Applied Science Degree, Bachelor of Exercise and Sports Science Degree, or equivalent.</p> <p>An Employee who commences employment with their Employer after this Agreement commences operation who holds only one additional post graduate qualification which is of direct relevance to their current position or functional work area that enables them to become an accredited Exercise Physiologist with Exercise & Sports Science Australia will not be entitled to the higher qualifications allowance in sub-clause 31.1 of this Agreement.</p>
Health Information Manager (Medical Records Administrator)	A qualification that makes an Employee eligible to be a full member of the Health Information Management Association of Australia Limited or another qualification relevant to health information management as accepted or recognised by the Employer.
Medical Imaging Technologist (Radiographer)	A Bachelor of Applied Science (Medical Radiations), Bachelor of Medical Radiation Science, or equivalent and registration under the National Registration and Accreditation Scheme with the Medical Radiation Practice Board of Australia.
Medical Librarian	Eligibility for associate membership of the Australian Library and Information Association and a qualification or equivalent recognised by the Australian Library and Information Association, or a qualification that would have qualified an Employee to be a Medical Librarian under the <i>Victorian Stand Alone Community Health Centres, Health Professionals Multi-Employer Agreement 2012 – 2016</i> or the <i>Sunraysia Community Health Services Ltd Health Professionals Enterprise Agreement 2011-2015</i> .

Music Therapist	A tertiary degree or an equivalent qualification in the field of music therapy or such course recognised by the Australian Music Therapy Association as being equivalent.
Occupational Therapist	Eligible to be registered as an Occupational Therapist under the National Registration and Accreditation Scheme with the Occupational Therapy Board of Australia.
Orthoptist	A qualification recognised by the Orthoptic Board of Australia.
Orthotist/Prosthetist	A Diploma in Applied Science (Prosthetics and Orthotics), Bachelor of Prosthetics and Orthotics, or equivalent recognised (including those qualifications previously recognised) by the Australian Orthotic Prosthetic Association Ltd.
Photographer or Illustrator (Medical Photographer or Illustrator)	A Diploma or Degree in Photography or Art, or equivalent as recognised by the Australian Institute of Medical and Biological Illustration.
Physiotherapist	Eligible to be registered as a Physiotherapist under the National Registration and Accreditation Scheme with the Physiotherapy Board of Australia.
Play Therapist (Child Life Therapist)	A Bachelor degree in Early Childhood Studies, Bachelor of Teaching (Primary), or other Bachelor qualification as recognised by the Association of Child Life Therapists Australia.
Podiatrist	Eligible to be registered as a Podiatrist under the National Registration and Accreditation Scheme with the Podiatry Board of Australia.
Recreational Therapist	A degree or equivalent in Recreation or Physical Education, or equivalent.
Speech Pathologist	A Bachelor of Speech Pathology, Bachelor of Applied Science in Speech Pathology, or an equivalent qualification as recognised by Speech Pathology Australia.

SCHEDULE 2 – SPECIFIC SPECIAL KNOWLEDGE OR DEPTH OF EXPERIENCE EXAMPLES

The following table contains examples of areas in which work that requires special knowledge or depth of experience may be performed for the listed AHP1 classification professions:

Profession	Examples
Medical Librarian	<ul style="list-style-type: none">• Being required to apply specialised knowledge and to be in charge of one of more of the following areas:<ul style="list-style-type: none">○ computerised information retrieval;○ inter library loans; or○ another such area recognised by the Employer.
Orthotist/Prosthetist	<ul style="list-style-type: none">• Scoliosis.• Cerebral palsy.• Spinal cord Injuries.• Plastic surgery.• Part of an amputee clinical team.
Physiotherapist	<ul style="list-style-type: none">• Neurosurgery.• Surgical thoracic.• Plastic surgery.• Cerebral palsy.• Traumatic spinal cord lesions.
Podiatrist	<ul style="list-style-type: none">• Diabetes mellitus peripheral vascular disease.• Cerebro-vascular accident.• Arthroses.• Orthotic/prosthetic therapy.• Nail surgery.• Local anaesthesia.

SCHEDULE 3 – HEALTH INFORMATION MANAGER SPECIALITY AREA EXAMPLES

Health Information Manager Grade 3

Areas of speciality for a Health Information Manager Grade 3 may include:

- casemix analysis and clinical costing;
- specialised information technology software development and/or application;
- provision and/or supervision of services across a number of different (geographically or by service type) facilities;
- coordination of a clinical trials service; and/or
- quality assurance project work.

AHP2 CLASSIFICATION DESCRIPTORS

1. Child Psychotherapist

1.1 Child Psychotherapist

An Employee with a relevant tertiary qualification who is eligible for membership of the Victorian Child Psychotherapists Association Inc and who performs child psychotherapy work.

1.2 Level 1 - Child Psychotherapist

An Employee who:

- (a) holds a basic bachelor degree in Occupational Therapy, Psychology, Psychiatry, Psychiatric Nursing, Speech Pathology or Social work and has at least two years post graduate clinical experience in a child mental health setting as a pre-requisite for acceptance into Psychotherapy training;
- (b) is undertaking a recognised post-graduate study as a Psychotherapist; and
- (c) provides a clinical service under supervision. Provided further that an Employee classified at level 1 will have their years of service recognised one, two or three years in advance if the Employee holds an Honours, Masters or Doctorate respectively.

1.3 Level 2 - Qualified Child Psychotherapist

An Employee who:

- (a) has completed a post-graduate course of study in Psychotherapy; and
- (b) provides a clinical service.

1.4 Level 3 - Senior Child Psychotherapist

An Employee who is required to:

- (a) provide a specialist clinical service;
- (b) teach and supervise Employees on a recognised Psychotherapy training program;
- (c) provide a Psychotherapy component to the Child and Family Psychiatry Department's Continuing Education Program;
- (d) accept responsibility for a clinical consultation service to professional staff within and external to the Employer.

1.5 Level 4 - Principal Child Psychotherapist

An Employee who holds a basic bachelor degree in an appropriate field, has at least five (5) to six (6) years' clinical experience since completing a post-graduate course in Psychotherapy who:

- (a) is expected to ensure and maintain the provision of a high professional standard of specialised psychotherapy service delivery.
- (b) is responsible and accountable for the administration of a psychotherapy unit within an organisation.
- (c) is responsible for formulating and implementing policies for the psychotherapy discipline in consultation with the Professor/Director of the Department of Child and Family Psychiatry.
- (d) is responsible for the clinical supervision of qualified psychotherapy staff.
- (e) holds major training responsibilities in one (1) or more of the Psychotherapy Training Schools.
- (f) is responsible for initiating and conducting relevant research.

2. Client Adviser/Rehabilitation Consultant

2.1 Grade 1 Client Advisor/Rehabilitation Consultant

An Employee who possesses an appropriate degree in the health welfare or vocational fields who performs Client Adviser/Rehabilitation Consultant work.

2.2 Grade 2 Client Adviser/Rehabilitation Consultant

A qualified Client Adviser/Rehabilitation Consultant who is required to undertake additional responsibilities, for example:

- (a) is required to perform work which requires special knowledge or depth of experience in the rehabilitation area; or
- (b) is required to supervise Qualified and other Rehabilitation Consultant staff and teach Rehabilitation Consultant students.

2.3 Grade 3 Senior Clinician or Senior Client Advisor/Rehabilitation Consultant

A Grade 3 Client Adviser/Rehabilitation Consultant is either:

- (a) a Senior Clinician who is a qualified Client Adviser/Rehabilitation Consultant with at least seven (7) years' experience, possessing specific knowledge in a branch of the profession and working in an area that requires high levels of specialist knowledge as recognised by the Employer. Parameters of this position would include some of the following: consultative role, lecturing in their clinical specialty, teaching under-graduates and/or post-graduate students and providing education to staff from other disciplines; or
- (b) a Senior Client Adviser/Rehabilitation Consultant who is a qualified Client Adviser/Rehabilitation Consultant who has at least seven (7) years' experience and/or experience in the rehabilitation process as recognised by the Employer and who is required to undertake additional responsibility in regards to administration and supervision of staff and/or management.

2.4 Grade 4 Principal Client Adviser/Rehabilitation Consultant

A Principal Client Adviser/Rehabilitation Consultant has responsibility for the overall rehabilitation process and/or service delivery.

3. Dental Prosthetist

An Employee who has general registration under the National Registration and Accreditation Scheme with the Dental Board of Australia who performs Dental Prosthetist work.

4. Dental Technician

4.1 Apprentice Dental Technician

An Employee who is in the process of completing a diploma, certificate or other qualification in Dental Technology or equivalent.

4.2 Dental Technician Level 1

An Employee who has successfully completed a diploma, certificate or other qualification in Dental Technology or equivalent.

4.3 Dental Technician Level 2

A Dental Technician who is the Technician in Charge and is responsible for the administration and efficient functioning of Dental Technician Services.

4.4 Dental Technician Level 3 (Foreperson)

A Dental Technician who is the Foreperson Technician responsible for the administration and efficient functioning of Dental Technician Services.

5. Renal Dialysis Technician

An Employee who is engaged in a renal dialysis unit and performs renal dialysis technician work.

Appendix Five – Flexible Working Arrangements Information Statement

Flexible Working Arrangements Information Statement

This information statement is intended to reflect the National Employment Standards (**NES**) contained in the *Fair Work Act 2009* 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:
 - 1.1 is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - 1.2 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;
 - 1.3 has a disability;
 - 1.4 is 55 or older;
 - 1.5 is experiencing violence from a member of the Employee's family; or
 - 1.6 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:
 - 3.1 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
 - 3.2 a 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.

Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the 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
- (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing—at any time.

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2019/274

Applicant:

Victorian Hospitals' Industrial Association

Undertaking- section 190

I, Tim Nagle of the Victorian Hospitals' Industrial Association confirm the following:

- a. I am the Acting Chief Executive Officer of the Victorian Hospitals Industrial Association (VHIA);
- b. VHIA is the bargaining representative of each of the Employers listed in Appendix One of the *Victorian Stand Alone Community Health Centres Allied Health professionals Enterprise Agreement 2017-2021 (Agreement)*; and
- c. VHIA has been authorised in writing to give the following undertaking on behalf of each of the Employers, and gives the undertakings below on behalf of each of the Employers pursuant to subsection 190(3) of the *Fair Work Act 2009*:
 1. The following weekly rates of pay will apply to the relevant Employees in lieu of the rates of pay in Appendix 2 of the Agreement:

(a) Intern - Medical Imaging Technologists (MIT) only

	FFPPOA			
	1-Jul-18	1-Nov-18	1-Nov-19	1-Jul-20
Intern with a three year degree	\$912.40	\$939.80	\$968.00	\$987.40
Intern with a masters degree	\$985.50	\$1015.10	\$1045.60	\$1066.50

(b) Assistant Allied Health Managers (AAHM)

	FFPPOA			
	1-Jul-18	1-Nov-18	1-Nov-19	1-Jul-20
AAHM – all AHP1 classifications except Medical Imaging Technologists (MIT), Year 3 who translates to Level 4, Pay Point 4 in the <i>Health Professionals and Support Services Award 2010</i>	\$2023.90	\$2084.60	\$2147.10	\$2190.00
AAHM Grade 1 - Medical Imaging Technologist (MIT) only, Year 3 who translates to Level 4, Pay Point 4 in the <i>Health Professionals and Support Services Award 2010</i>	\$2023.90	\$2084.60	\$2147.10	\$2190.00

(c) Allied Health Managers (AHM)

	FFPPOA			
	1-Jul-18	1-Nov-18	1-Nov-19	1-Jul-20
AHM Grade 1, Year 3 who translates to Level 4, Pay Point 4 in the <i>Health Professionals and Support Services Award 2010</i>	\$2023.90	\$2084.60	\$2147.10	\$2190.00

2. Afternoon shift allowance

Where an:

- Assistant Allied Health Manager (AAHM) – all AHP1 classifications except Medical Imaging Technologists (MIT), Year 3;
- Assistant Allied Health Manager (AAHM) Grade 1 - Medical Imaging Technologist (MIT) only, Year 3;

- Allied Health Managers Grade 1, Year 3; or
- Child Psychotherapist, Level 4, Year 3;

works an Afternoon Shift in accordance with sub-clause 41.1 of the Agreement, the Employee will be paid the afternoon shift allowance amounts specified in the table below per afternoon shift instead of the afternoon shift allowance specified in Appendix 3:

FFPPOA			
1-Jul-18	1-Nov-18	1-Nov-19	1-Jul-20
\$54.20	\$55.80	\$57.50	\$58.70

Signature:



Date:

31 May 2019