



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Victorian Hospitals' Industrial Association
(AG2019/377)

VICTORIAN STAND-ALONE COMMUNITY HEALTH (DENTAL THERAPISTS, DENTAL HYGIENISTS AND ORAL HEALTH THERAPISTS') ENTERPRISE AGREEMENT 2018-2022

Health and welfare services

DEPUTY PRESIDENT COLMAN

MELBOURNE, 23 JULY 2019

Application for approval of the Victorian Stand-Alone Community Health (Dental Therapists, Dental Hygienists and Oral Health Therapists') Enterprise Agreement 2018-2022

[1] The Victorian Hospitals' Industrial Association has made an application for approval of an enterprise agreement known as the *Victorian Stand-Alone Community Health (Dental Therapists, Dental Hygienists and Oral Health Therapists') Enterprise Agreement 2018-2022* (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 employers have 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] The Community and Public Sector Union, 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.

[5] The Agreement was approved on 23 July 2019 and, in accordance with s 54, will operate from 30 July 2019. The nominal expiry date of the Agreement is 30 April 2022.



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE504434 PR710313>

Annexure A

9 July 2019

Deputy President Coleman
Fair Work Commission
11 Exhibition Street
Melbourne, VIC 3000

Dear Deputy President

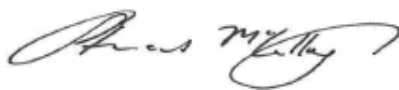
RE: Undertakings - Victorian Stand-Alone Community Health (Dental Therapists, Dental Hygienists and Oral Health Therapists') Enterprise Agreement 2018-2022 (AG2019/377)

I, Stuart McCullough, of 88 Maribyrnong Street Footscray in the State of Victoria, say as follows:

1. I am the Chief Executive Officer of the Victorian Hospitals' Industrial Association (VHIA).
2. VHIA is the bargaining representative of each of the Employers listed in Appendix 1 and who are proposed to be covered by the *Victorian Public Health Sector (Dental Therapists, Dental Hygienists and Oral Health Therapists) Enterprise Agreement 2018 – 2022 (the Agreement)*
3. The VHIA is authorised to give the following undertakings on behalf of each of the Employers, and gives this undertaking on behalf of each of the Employers pursuant to subsection 190(3) of the *Fair Work Act 2009 (the Act)*.
 - a. With respect to Time off in lieu (TOIL) accrued under **subclause 35.1 (Overtime)**;

Any TOIL balance accrued under subclause 35.1 of the Agreement and which is still outstanding, is to be paid out upon termination of employment.
 - b. With respect to Overtime penalties for work performed on a Saturday and Sunday (**clause 35**);

Overtime duty which is performed between midnight on Friday and midnight on Sunday shall be paid for at the rate of double time.
 - c. With respect to Shift Work allowance (**clause 33**);
 - i. In addition to the Shift Work allowance prescribed in clause 33, an Employee who is classified at Level 1, Pay Point 1c, will be entitled to an additional allowance of \$5 per shift where the shift length is equal to, or greater than, eight (8) hours.
 - ii. In addition to the Shift Work allowance prescribed in clause 33, an Employee who is classified at Level 3, pay point 3, will be entitled to an additional allowance of \$10 per shift where the shift length is equal to, or greater than, six (6) hours.



Stuart McCullough
Chief Executive Officer
9 July 2019

Note - this agreement is to be read together with undertakings given by the employers. The undertakings are taken to be a term of the agreement. A copy of the undertakings can be found at the end of the agreement.

**VICTORIAN STAND-ALONE
COMMUNITY HEALTH
(DENTAL THERAPISTS,
DENTAL HYGIENISTS AND
ORAL HEALTH
THERAPISTS')
ENTERPRISE AGREEMENT
2018 - 2022**

PART A – APPLICATION AND OPERATION OF THE AGREEMENT

1 Title

This agreement shall be known as the *Victorian Stand-Alone Community Health (Dental Therapists, Dental Hygienists and Oral Health Therapists') Enterprise Agreement 2018-2022*.

2 Index

A	E
Accident Make-Up Pay..... 24	Excessive Leave Accruals..... 32
Annual Leave 31	Expenses 27
Anti-Discrimination..... 8	
B	F
Bereavement/Compassionate Leave 34	Family Violence Leave..... 35
	Flexible Working Arrangements 17
C	H
Carer's Leave for Other than Casual Employment..... 33	Hours of Work..... 28
Cashing Out of Annual Leave 31	
Casual Conversion..... 19	I
Classification Descriptors..... 56	Incidence & Coverage 7
Clinical Quality, Clinical Audit and Peer Review..... 53	Incidental and Peripheral Duties..... 59
Clinical Skills Enhancement/Job Rotation 58	Individually flexibility arrangement 16
Community Services Leave 50	
Competencies – Dental Therapists, Dental Hygienists & Oral Health Therapists 57	J
Conditions of Service 18	Job Sharing..... 59
Consultation regarding major workplace change 9	Jury Service 50
Continuing Professional Development Allowance 52	
Cultural and Ceremonial Leave 49	L
D	Long Service Leave 45
Definitions 6	
Disciplinary Procedures 13	M
Dispute Resolution Procedure 15	Meal Breaks and Tea Breaks 28
Dual Qualification Allowance..... 27	

N

No Extra Claims	7
Notice Provisions	20
Notification of Classification	55

O

On-call/Recall.....	29
Once Off Upfront Lump Sum Payment	22
Operation of Agreement.....	7
Overtime	29

P

Parental Leave	37
Payment.....	22
Performance Appraisal	53
Personal Leave	33
Professional Development Leave.....	52
Protective Gowns.....	27
Public Holidays.....	30
Purchased Leave	32

R

Redundancy	11
Relationship to Previous Agreements, Awards and the National Employment Standards	8
Remuneration	22

S

Salary Packaging	23
Salary Progression Criteria	57
Saturday and Sunday Work.....	29
Savings	7
Secondment.....	58
Shift Work	28
Superannuation	23

T

Transition to Retirement.....	20
Types of Employment	18

V

Value Based Oral Health Care	54
------------------------------------	----

3 Arrangement

Clause	Page
<i>PART A – APPLICATION AND OPERATION OF THE AGREEMENT</i>	2
1 Title	2
2 Index	2
3 Arrangement	4
4 Definitions	6
5 Incidence & Coverage	7
6 Operation of Agreement	7
7 Savings	7
8 No Extra Claims	7
9 Anti-Discrimination	8
10 Relationship to Previous Agreements, Awards and the National Employment Standards	8
<i>PART B – CONSULTATION, DISPUTE RESOLUTION PROCEDURE AND DISCIPLINE</i>	9
11 Consultation regarding major workplace change	9
12 Redundancy	11
13 Disciplinary Procedures	13
14 Dispute Resolution Procedure	15
15 Individually flexibility arrangement	16
16 Flexible Working Arrangements	17
<i>PART C – TYPES OF EMPLOYMENT</i>	18
17 Conditions of Service	18
18 Types of Employment	18
19 Casual Conversion	19
20 Notice Provisions	20
21 Transition to Retirement	20
<i>PART D - WAGES</i>	22
22 Once Off Upfront Lump Sum Payment	22
23 Remuneration	22
24 Payment	22
25 Superannuation	23
26 Salary Packaging	23
27 Accident Make-Up Pay	24
<i>PART E - ALLOWANCES AND REIMBURSEMENTS</i>	27

28	<i>Dual Qualification Allowance</i>	27
29	<i>Expenses</i>	27
30	<i>Protective Gowns</i>	27
PART F – HOURS OF WORK AND RELATED MATTERS		28
31	<i>Hours of Work</i>	28
32	<i>Meal Breaks and Tea Breaks</i>	28
33	<i>Shift Work</i>	28
34	<i>Saturday and Sunday</i>	29
35	<i>Overtime</i>	29
36	<i>On-call/Recall</i>	29
PART G – PUBLIC HOLIDAYS, LEAVE AND RELATED MATTERS		30
37	<i>Public Holidays</i>	30
38	<i>Annual Leave</i>	31
39	<i>Cashing out of Annual Leave</i>	31
40	<i>Excessive Leave Accruals</i>	32
41	<i>Purchased Leave</i>	32
42	<i>Personal Leave</i>	33
43	<i>Carer's Leave for Other than Casual Employment</i>	33
44	<i>Bereavement/Compassionate Leave</i>	34
45	<i>Casual Employment – Caring Responsibilities & Compassionate Leave</i>	35
46	<i>Family Violence Leave</i>	35
47	<i>Prenatal Leave</i>	37
48	<i>Parental Leave</i>	37
49	<i>Long Service Leave</i>	45
50	<i>Cultural and Ceremonial Leave</i>	49
51	<i>Community Services Leave</i>	50
52	<i>Jury Service</i>	50
PART H – EDUCATION AND RELATED MATTERS		52
53	<i>Continuing Professional Development Allowance</i>	52
54	<i>Professional Development Leave</i>	52
55	<i>Clinical Quality, Clinical Audit and Peer Review</i>	53
56	<i>Performance Appraisal</i>	53
PART I – VALUE BASED ORAL HEALTH CARE		54
57	<i>Value Based Oral Health Care</i>	54
PART J – CLASSIFICATION AND COMPETENCIES		55

58	<i>Notification of Classification</i>	55
59	<i>Classification Descriptors</i>	56
60	<i>Competencies – Dental Therapists, Dental Hygienists & Oral Health Therapists</i>	57
61	<i>Salary Progression Criteria</i>	57
62	<i>Clinical Skills Enhancement/Job Rotation</i>	58
63	<i>Secondment</i>	58
64	<i>Incidental and Peripheral Duties</i>	59
65	<i>Job Sharing</i>	59
	SIGNATURES	60
	<i>Appendix One – List of Employers</i>	61
	<i>Appendix Two- Remuneration</i>	62
	<i>Appendix Three – Salary Progression Criteria Table</i>	63
	<i>Appendix Four – Flexible Working Arrangements Information Statement</i>	67

4 Definitions

- 4.1 **CPSU** means the Community & Public Sector Union;
- 4.2 **Dental Clinic** means any public dental clinic whether fixed or mobile;
- 4.3 **Dental Hygienist** for the purpose of this agreement means a person with current registration as a dental hygienist with the Australian Health Practitioner Regulation Agency or successor;
- 4.4 **Dental Therapist** for the purpose of this agreement means a person with current registration as a dental therapist with the Australian Health Practitioner Regulation Agency or successor;
- 4.5 **AHPRA** means the Australian Health Practitioner Regulation Agency or successor;
- 4.6 **DHHS** or **Department** means the Department of Health and Human Services or successor;
- 4.7 **Employee** means either a Dental Therapist, Dental Hygienists or Oral Health Therapist who is employed by an Employer listed in **Appendix One** of this Agreement;
- 4.8 **FWC** and the **Commission** means Fair Work Commission;
- 4.9 **Hourly rate** means one thirty-eighth of the appropriate weekly rate for the relevant classification;
- 4.10 **Immediate Family** means:
 - (a) a spouse (including a former spouse, a de facto partner and a former de facto partner) 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);
 - (b) a 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 of the Employee's spouse

- 4.11 Oral Health Therapist** for the purpose of this agreement means a person with current registration as both a Dental Therapist and Dental Hygienist with the AHPRA or successor or with current registration as an Oral Health Therapist
- 4.12 Service or Employer** unless the context otherwise indicates or requires, means relevant service before and/or after commencement of this agreement in any one or more Victorian public health service or registered community health centres.

5 Incidence & Coverage

- 5.1** This Agreement covers:
- (a) The Employers listed in **Appendix One**;
 - (b) Employees who are employed in the capacity of Dental Therapists, Dental Hygienists and Oral Health Therapists who are employed by the employers listed **Appendix One**.
 - (c) The Community and Public Sector Union as a bargaining representative for the Agreement entitled to be covered by the Agreement in accordance with section 183 of the *Fair Work Act 2009*.

6 Operation of Agreement

- 6.1** This Agreement shall come into effect 7 days from the date of approval by Fair Work Commission and shall remain in force until 30 April 2022.

7 Savings

- 7.1** Nothing in this Agreement shall affect any condition of employment which is superior to any term or condition pursuant to this agreement which an Employee was entitled to immediately prior to this Agreement coming into effect.
- 7.2** A dispute or grievance that is being considered pursuant to **clause 12** of the
- (a) Victorian Public Health Sector (Dental Therapists, Dental Hygienists and Oral Health Therapists') Enterprise Agreement 2013- 2017 or the
 - (b) Victorian Public Health Sector (Dental Therapists, Dental Hygienists and Oral Health Therapists') Enterprise Agreement 2013- 2017 (No. 2)
 - (c) Victorian Stand-Alone Community Health Centres (Dental Therapists, Dental Hygienists and Oral Health Therapists') Enterprise Agreements 2013 – 2017
 - (d) Victorian Stand-Alone Community Health Centres (Dental Therapists, Dental Hygienists and Oral Health Therapists') Enterprise Agreements 2013 – 2017 (No. 2)
- at the time this Agreement commences operation may continue to be considered pursuant to **clause 14** of this Agreement.

8 No Extra Claims

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

9 Anti-Discrimination

- 9.1** It is the intention of the Parties to this Agreement to achieve the principal object in section 3(e) of the *Fair Work Act 2009* through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 9.2** Accordingly, in fulfilling their obligations under the procedures in **clause 14** (Dispute Resolution Procedure), the Parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 9.3** Nothing in this clause is to be taken to affect:
- (a) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
 - (b) an Employee, Employer or Registered Organisation pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;
 - (c) any exemptions provided under the *Fair Work Act 2009*.

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 or enterprise agreement which may apply to the 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.

PART B – CONSULTATION, DISPUTE RESOLUTION PROCEDURE AND DISCIPLINE

11 Consultation regarding major workplace change

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

11.2 Definitions

Under this Agreement:

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

11.3 Change Impact Statement to set out proposed workplace change

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

- (a) The details of proposed change;

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

11.4 Meeting

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

11.5 Amendment to proposal

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

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

11.6 Parental leave or other absence

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

11.7 Disclosure of confidential information

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

11.8 Consultation about changes to rosters or hours of work

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

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

12 Redundancy

12.1 Consultation

Where an Employee's employment may be terminated as a result of redundancy, the provisions of **clause 11** (Consultation Regarding Major Workplace Change) apply. This clause requires that an Employer consult regarding a proposed change that may have a significant effect, and to consider measures that may mitigate or avert the impact of the change including but not limited to:

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

12.2 Transfer to lower paid duties

Where an Employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated and the Employer may, at the Employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing. Nothing in this clause shall limit the right of an Employee to claim redundancy pay under **sub-clause 12.6** on the basis that the role to which the Employee has been transferred is not acceptable employment consistent with the Act.

12.3 Employee leaving during notice period

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

12.4 Job search entitlement

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

12.5 Effect of this provision

The entitlements contained at **12.6** and **12.7** of this clause operate in accordance with section 55 of the Act.

12.6 Redundancy under the NES

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

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

12.7 Exclusions and variations

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

12.8 Alternatives to redundancy

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

- (c) The Employee may:
 - (i) Require the Employer to disclose all the vacancies regardless of whether the Employer believes it would be reasonable to redeploy the Employee to those role/s; and / or
 - (ii) Meet the Employer to discuss whether it would be reasonable to redeploy him/her to any of the vacant positions.
- (d) Nothing in **clause 12.8** shall prevent either party from disputing whether it would be reasonable in all the circumstances to redeploy the Employee.
- (e) Where an Employee facing redundancy expresses an interest in a vacant position, the Employee will be interviewed by the Employer for that position where the Employee has or could reasonably have the skills to perform the vacant position.

13 Disciplinary Procedures

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

13.2 Investigative procedure

- (a) The Employer will advise the employee of the concerns in question and any allegation in writing and conduct a fair investigation having proper regard to procedural fairness and the factors set out below.
- (b) The Employer shall not de-identify complainants other than in exceptional circumstances where there is a risk to the personal safety of the complainant if their identity were disclosed.

13.3 Important procedural factors at this point in time include:

- (a) The Employer must take all reasonable steps to give the employee a reasonable opportunity to answer any concerns or allegations.
- (b) The reason for any interview is to be explained.
- (c) 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.
- (d) If the employee raises an issue in their response to the Employer's concerns or allegations, that warrants further investigation, the Employer shall take reasonable steps to investigate the matter.
- (e) A representative of the employee, who may include a union representative, shall be present if desired by either party at for any process (investigatory or disciplinary) in accordance with this clause. This includes all interviews or meetings conducted by the Employer, or conducted on the Employer's behalf, pursuant to this clause.

13.4 Disciplinary procedure

- (a) 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.
- (b) In considering whether the employee should be disciplined the Employer will consider:

- (i) whether there is a valid reason related to the conduct of the employee arising from the investigation justifying the disciplinary process;
- (ii) whether the employee knew or ought to have known that the conduct was below acceptable standards; and
- (c) any explanation by the employee relating to conduct

13.5 Possible outcomes

- (a) Where it is determined that after following the procedures in this clause that disciplinary action is warranted, the Employer may take any of the following steps depending on the seriousness of the conduct:
 - (i) counsel the employee, with the counselling recorded on the employee's personnel file;
 - (ii) give the employee a first written warning and a record of the warning recorded on the personnel file;
 - (iii) where the employee is counselled or given a first written warning, the Employer shall provide and discuss strategies and guidelines with that employee to help them meet required standards.
 - (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;
 - (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 12 month period for that course of conduct;
 - (vi) Terminate the employee with notice in the case of an employee who repeats a course of conduct for which a final warning was given in the preceding 12 months
 - (vii) Terminate the employee without notice where the conduct is serious misconduct (as defined for the purposes of the Fair Work Act) that is wilful and deliberate. In this case, the Employer may issue the employee with a final warning as an alternative to dismissal

13.6 The Employer's decision and a summary of its reasons will be notified to the employee in writing.

13.7 Except for **sub-clause 13.5(a)(vii)**, if after any warning, a period of 12 months elapses without any further warning being required, all adverse reports relating to the warning must be removed from the employee's personnel file.

13.8 A dispute over the clause is to be dealt with in accordance with the Dispute Settling Procedure of this Agreement.

13.9 An Employer may terminate an Employee within the first 6 months of employment without progressing through **13.5(a)(i)** to **13.5(a)(v)** on the proviso that the Employer can show the Employee was provided an opportunity to improve their performance or conduct prior to termination.

14 Dispute Resolution Procedure

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

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

14.2 Right of representation

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

14.3 Internal process

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

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

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

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

14.6 Work to Continue in accordance with Custom and Practice

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

14.7 Dispute Settlement Facilitation

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

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

14.8 Disputes of a Collective Character

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

15 Individually flexibility arrangement

15.1 An Employer and Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of the 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 the Employee in relation to 1 or more of the matters mentioned in clause 15.1(a); and
- (c) The arrangement is genuinely agreed to by the Employer and Employee.

15.2 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.

15.3 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 if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) Includes the 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.

15.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

15.5 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.

16 Flexible Working Arrangements

- 16.1** The Act entitles specified Employees to request flexible working arrangements in specified circumstances.
- 16.2** 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.
- 16.3** The specified circumstances are if the Employee:
- (a) is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - (b) is a carer within the meaning of the *Carer Recognition Act 2010* caring for someone who has a disability, a medical condition (including a terminal or chronic illness), a mental illness or is frail or aged;
 - (c) has a disability;
 - (d) is 55 or older;
 - (e) is experiencing violence from a member of the Employee's family; or
 - (f) provides care or support to a member of the Employee's immediate family, who requires care or support because the member is experiencing violence or abuse from the member's family.
- 16.4** To ensure that Employees are aware of this entitlement, the Employer will post the information statement at **Appendix Four** on the relevant notice board or intranet (where available) and provide a copy to new Employees.
- 16.5** 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.
- 16.6** The dispute resolution procedure in the Agreement will apply to any dispute / grievance arising in relation to a request for flexible working arrangements.
- 16.7** Other entitlements relevant to family violence can be found at **clause 46** (Family Violence Leave).
- 16.8** The relevant flexibility term including for an individual flexibility arrangement is the model flexibility term at **Appendix Four**.

PART C – TYPES OF EMPLOYMENT

17 Conditions of Service

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

18 Types of Employment

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

18.4 Full-time Employment

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

18.5 Regular Part-Time Employment

- (a) A regular part-time employee is an employee engaged to work an agreed regular number of hours of less than 38 hours per week who is ready, willing and available to work those agreed hours at the times and during the hours that are mutually agreed. Part-time employees receive equivalent pay and conditions to full-time employees on a pro-rata basis.
- (b) Pattern of work
- (i) At the time a part-time Employee commences employment, the Employer and the part-time Employee will agree in writing on the following matters:
- (A) a regular pattern of work, (including rotating rosters where applicable) specifying at least the hours worked each day;

- (B) which days of the week the Employee will work; and
 - (C) the actual starting and finishing times of each day.
- (ii) Any agreed variation to the regular pattern of work will be recorded in writing.
- (c) Additional Hours

A part-time Employee may be offered additional hours at the applicable ordinary time rates for the time worked, 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 reasonable additional hours, or works hours in excess of 38 in a week, an average of 38 hours a week or the limits prescribed by the Agreement, overtime rates will apply.

18.6 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 either the Employee or the Employer without the requirement of prior notice by either party.
- (b) A casual Employee shall be paid one-thirty-eighth per hour (1/38th) of the weekly rate of pay appropriate to the classification/year of experience plus 25 per cent.
- (c) Casual Employees shall not be entitled to the benefit of the following clauses:
 - (i) Annual Leave,
 - (ii) Paid Personal/carer's Leave,
 - (iii) Paid Compassionate Leave,
 - (iv) Professional Development Leave,
 - (v) Long Service Leave (except as provided for in **clause 49**) or
 - (vi) Parental Leave (except as provided for in **clause 47**),
 - (vii) Once off Upfront Lump Sum payment,
 - (viii) Public Holidays,
 - (ix) Other paid absences from duty;
 - (x) Notice Provisions;
 - (xi) or as otherwise prescribed in this agreement.

- 18.7** If, after discussions and agreement with the relevant Employee, the mode of employment or classification of the Employee is altered, the Employer will provide written confirmation to the Employee.

19 Casual Conversion

- 19.1** For the purposes of this clause, a casual Employee is only someone who works in the same role, for the same hours and at the same work location.
- 19.2** Where a casual Employee has been rostered on a regular and systematic basis over 26 weeks and provided that the rostering pattern is not 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 flexible working arrangement, either the Employer or

Employee has the right to request in writing the conversion to full-time or part-time employment and that request will not be unreasonably refused by either party.

19.3 For the avoidance of doubt, this clause is not intended to cover work that could not be properly classified as full-time or part-time or work of a fixed term nature.

19.4 For the avoidance of doubt, this clause is not intended to cover work that could not be properly classified as full time or part time or work of a fixed term nature.

19.5 Where a casual is converted to full time or part time employment the following applies:

- (a) Time worked as a regular and systematic casual Employee will be counted as part of the employee's continuous service.
- (b) Benefits relating to full time or part time employment will only commence at the time of appointment to full time or part time employment.

20 Notice Provisions

20.1 Subject to this clause 20 the Employer or an individual Employee, other than a casual, may terminate employment under this Agreement by mutual agreement or by giving a minimum of four weeks' notice in writing or by payment or forfeiture of four weeks' salary. The Employer must provide an additional week of notice to Employees over the age of 45 years with more than 2 years of service.

20.2 Where an Employee wishes to terminate employment this period may be reduced by mutual agreement. The Employer will not unreasonably withhold consent to a request for reduction of notice by a terminating Employee.

20.3 This shall not affect the ability of the Employer to terminate employment summarily for serious or wilful misconduct. In this event salary will be paid to point of dismissal.

20.4 In the case of a fixed-term Employee either the Employer or the Employee may terminate employment by giving one week's notice in writing or by payment or forfeiture of a week's salary

20.5 Where an Employee has given or has been given notice he or she shall continue in his or her employment until the date of expiration of such notice. Where an Employee gives notice as aforesaid and refuses to work or is absent from work without just cause or excuse the Employee shall be deemed to have abandoned his or her employment.

20.6 Provided that notice under this clause may be given or received by a combination of time notice or payment or forfeiture (as the case may be) in lieu.

21 Transition to Retirement

21.1 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.

21.2 Transition to retirement arrangements may be proposed and, where agreed, implemented as:

- (a) A flexible working arrangement (see **clause 16**);
- (b) An individual flexibility agreement (see **clause 15**);
- (c) In writing between the parties; or

(d) Any combination of the above.

21.3 A transition to retirement arrangement may include but is not limited to:

(a) A Reduction of working hours, i.e. part time employment;

(b) A Job share arrangement;

(c) Working in a position at a lower status or rate of pay (which may include project based work, a secondment or a training/mentoring role); or

(d) Working remotely.

21.4 In addition to the above, an employee and their Manager may agree that an employee who wishes to transition to retirement can use accrued Long Service Leave and Annual Leave for the purpose of reducing their working week but retaining their previous employment status.

21.5 Purchased Leave may also be available to assist an employee to transition to retirement in accordance with **clause 41** (Purchased Leave).

PART D - WAGES

22 Once Off Upfront Lump Sum Payment

Full time and part-time Employees who are employed upon commencement of this Agreement will be entitled to a lump sum payment of \$750 (pro-rata for part-time Employees). The amount will be payable in the FFPPOA commencement of the Agreement.

23 Remuneration

23.1 Employees under this Agreement shall be paid no less than the appropriate wage set out in **Appendix Two** for the relevant classification.

23.2 Salary progression within salary levels, or from one level to the next, will be based on assessed performance, in accordance with **clause 61**.

23.3 This agreement provides for the following increases to existing salary rates in **Appendix Two**:

Date of effect	Percentage increase
From the first full pay period on or after 1 May 2018	3.25%
From the first full pay period on or after 1 May 2019	3%
From the first full pay period on or after 1 May 2020	3%
From the first full pay period on or after 1 May 2021	3%

23.4 The salary rates provided in **Appendix Two** are inclusive of annual leave loading. Authorised overtime is compensated separately.

23.5 The annualised salaries in this Agreement represent 365 days and 0.70 of a percent of leave loading. The casual rate of pay is calculated without the leave loading.

24 Payment

24.1 Salary will be paid fortnightly to the financial institution account of each Employee.

24.2 On or after each payday the Employer shall advise each Employee in writing or via electronic means of gross salary entitlement for the pay period, deductions authorised by law and by the Employee and the net amount of payment.

25 Superannuation

- 25.1** The subject of superannuation is dealt with extensively by federal legislation which prescribes the obligations and entitlements regarding superannuation. This clause is ancillary to and supplements those provisions. This clause does not apply to an Employee who is a member of a Victorian exempt public sector superannuation scheme.
- 25.2** The Employer shall make superannuation contributions to the Fund. 'The Fund' for the purpose of this Agreement shall mean:
- (a) Health Employees Superannuation Trust of Australia ('HESTA') established and governed by a trust deed 23 July 1987, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto.
 - (b) Health Super (a division of First State Superannuation Scheme), or
 - (c) Any other complying fund upon request and with the consent of the Employer.
- 25.3** Upon commencement of employment, the Employer shall make available the membership forms for the funds at 25.2(a) and 25.2(b) and shall forward the completed membership forms to the Employee's choice of fund within 28 days. In the event that the Employee has not completed an application form within 28 days, the Employer shall forward contributions and Employee details to Health Super.
- 25.4 Absence from work**
- (a) **Paid leave**
Subject to the rules of the relevant superannuation fund of which the employee is a member, superannuation contributions shall continue whilst a member of the fund is absent on paid leave such as annual leave, paid parental leave, long service leave, public holidays, jury service, personal/carers leave and compassionate leave.
 - (b) **Unpaid leave**
Superannuation contributions shall not be required to be made in respect of any absence from work without pay.
 - (c) **Work related injury and illness**
Subject to the rules of the relevant superannuation fund of which the employee is a member, superannuation contributions shall continue whilst a member of the fund is absent due to a work related injury or illness provided that the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and the employee is receiving accident make-up pay in accordance with the Accident Make-Up Pay **clause 27**.

26 Salary Packaging

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

participating in packaging shall either pay these costs or the Employer or the Employee shall cease the arrangement.

27 Accident Make-Up Pay

27.1 Entitlement to accident make-up pay

An Employee receiving compensation for incapacity under the WIRC Act will be entitled to accident make-up pay from the Employer who is liable to pay compensation in accordance with this clause (including pro-rata for any part of a week).

27.2 Definitions

(a) **Accident make-up pay** means:

- (i) In the case of an Employee with no current work capacity, a payment equal to the ordinary time earnings the Employee would ordinarily receive had the Employee been performing their normal duties and hours of work, less the amount of weekly compensation.
- (ii) In the case of an Employee with a current work capacity, a payment equal to the ordinary time earnings the Employee would ordinarily receive, had the Employee been performing their normal duties and hours of work less the amount of weekly compensation and less the average amount the Employee is earning in suitable employment.

(a) **Injury** under this clause has the same meaning as workers' compensation legislation and includes a disease contracted by an Employee in the course of the Employee's employment.

(b) **Ordinary time earnings** excludes additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

27.3 Maximum payment

The maximum period or aggregate of periods of accident make-up pay to be made by an Employer will be a total of 39 weeks for any one injury.

27.4 Accident Make-Up Pay will not apply in some circumstances

Accident make-up pay in accordance with this clause will not apply:

- (a) in respect of any injury during the first five normal working days of incapacity, except where the Employee contracts an infectious disease for which the Employee is entitled to receive workers compensation in which case accident make-up pay will apply from the first day of the incapacity;
- (b) to any incapacity occurring during the first two weeks of employment unless that incapacity continues beyond the first two weeks in which case accident make-up pay will apply only to the period of incapacity after the first two weeks;
- (c) during any period when the Employee fails to comply with the requirements of the WIRC Act with regard to examination by a medical practitioner;
- (d) where the injury for which the Employee is receiving weekly compensation payments is a pre-existing injury that work has contributed to by way of recurrence, aggravation,

acceleration, exacerbation or deterioration, and the Employee failed to disclose the injury on engagement:

- (i) following a request to do so by the Employer; and
 - (ii) the Employer providing the Employee details of the requirements of the position; and
 - (iii) where the Employee knew, or ought to have known, that the nature of the injury, may impact on the ability of the Employee to undertake the work;
- (e) where the injury subject to recurrence, aggravation or acceleration as provided under workers' compensation legislation or industrial diseases contracted by a gradual process, unless the Employee has been employed with the Employer at the time of the incapacity for a minimum period of one month;
 - (f) where in accordance with the WIRC Act a medical practitioner provides information to an Employer of an Employee's fitness for work or specifies work for which an Employee has a capacity and that work is made available by an Employer but not commenced by an Employee;
 - (g) when the claim has been ceased or redeemed in accordance with the WIRC Act;
 - (h) in respect of any paid leave of absence.

27.5 Reduction of compensation

Where an Employee receives a weekly payment under this clause and subsequently that payment is reduced pursuant to the WIRC Act, that reduction will not render the Employer liable to increase the amount of accident pay in respect of that injury.

27.6 Termination of employment

- (a) Termination of Employment by the Employee

Accident make-up pay ceases where the Employee terminates their employment except:

- (i) if an Employee with partial incapacity cannot obtain suitable employment from the Employer but such alternative employment is available with another Employer; and
- (ii) the Employee, if required, provides evidence to the Employer of the continuing payment of weekly compensation payments.

- (b) Termination of Employment by the Employer

An entitlement to accident make-up pay does not cease on termination where the Employer terminates the Employee's employment, except where the termination is for serious and wilful misconduct.

27.7 Civil damage claims

- (a) An Employee receiving or who received accident make-up pay must advise the Employer of any action or claim the Employee may institute for damages. If requested, the Employee will provide an authority to the Employer entitling the Employer to a charge upon any money payable pursuant to any judgment or settlement on that injury.
- (b) Where an Employee obtains a judgment or settlement for damages in respect of an injury for which the Employee received accident make-up pay, the Employer's liability

to pay accident make-up pay ceases from the date of such judgment or settlement where the damages are not reduced (in whole or part) by the accident make-up pay paid by the Employer. Where damages from a judgment or settlement are not reduced to take into account accident make-up pay paid by the Employer (in whole or part), the Employee must repay the Employer the accident make-up pay to the extent the damages were not reduced.

- (c) Where an Employee obtains a judgment or settlement for damages against a person other than the Employer in respect of an injury for which the Employee received accident make-up pay, the Employer's liability to pay accident make-up pay will cease from the date of such judgment or settlement where the damages are not reduced (in whole or part) by the amount of accident pay made by the Employer. The Employee must pay to her/his Employer any amount of accident pay already received in respect of that injury by which the judgment or settlement has not been so reduced.

PART E - ALLOWANCES AND REIMBURSEMENTS

28 Dual Qualification Allowance

- 28.1 Therapist/Hygienists who are qualified and registered as both a dental therapist and dental hygienist with the AHPRA or successor or qualified and registered as an oral health therapist shall be paid a weekly allowance of 6% on the minimum salary rate for their classification level as detailed in **Appendix Two** as follows:

DUAL QUALIFICATION ALLOWANCE				
	<u>1-May-18</u>	<u>1-May-19</u>	<u>1-May-20</u>	<u>1-May-21</u>
<u>Graduate</u>	<u>\$60.56</u>	<u>\$62.37</u>	<u>\$64.24</u>	<u>\$66.17</u>
<u>Level 1</u>	<u>\$62.03</u>	<u>\$63.89</u>	<u>\$65.81</u>	<u>\$67.78</u>
<u>Level 2</u>	<u>\$72.00</u>	<u>\$74.16</u>	<u>\$76.39</u>	<u>\$78.68</u>
<u>Level 3</u>	<u>\$87.14</u>	<u>\$89.76</u>	<u>\$92.45</u>	<u>\$95.22</u>
<u>Level 4</u>	<u>\$100.21</u>	<u>\$103.22</u>	<u>\$106.31</u>	<u>\$109.50</u>

29 Expenses

- 29.1 Authorised expenses incurred by an Employee shall be reimbursed in accordance with the Employer's Staff Expense Policy. The Employer will reimburse the Employee for their reasonable out of pocket expenses, including approved meal accommodation and travel expenses actually and necessarily incurred in the course of their authorised duties.
- 29.2 For the avoidance of doubt, where a Radiation Safety licence is required by an Employer, the cost is to be reimbursable by the Employer.
- 29.3 The Employer may require an Employee to submit to the Employer official receipts substantiating authorised expenses incurred by the Employee as soon as practicable after incurring the expense.

30 Protective Gowns

- 30.1 Each Employee shall, subject to this clause, be supplied with sufficient suitable and serviceable protective gowns at the expense of the Employer. Where laundering is required it shall be at the expense of the Employer.

PART F – HOURS OF WORK AND RELATED MATTERS

31 Hours of Work

- 31.1** The ordinary hours of work for a full-time Employee will be 38 hours, or an average of 38 hours, per week.
- 31.2** For the purposes of **subclause 31.1**, the ordinary hours an Employee works in a week are taken to include any hours of authorised leave, or absence, whether paid or unpaid, that the Employee takes in a week.
- 31.3** The working week will commence at midnight on a Sunday.
- 31.4** Notwithstanding any authorised meal breaks or rest breaks, the work of each day/shift will be continuous.
- (a) The hours for an ordinary weeks work will be 38 or be an average of 38 per week in a fortnight, or in a four week period or by mutual agreement, in a five week period in the case of an Employee working ten hour shifts and will be worked either:
 - (b) In 5 days in shifts of not more than 8 hours each; or
 - (c) In a fortnight of 76 hours in 10 shifts of not more than 8 hours each; or
 - (d) In a four-week period of 152 hours in 19 shifts of not more than 8 hours each; or
 - (e) By mutual agreement:
 - (i) in weeks of four days in shifts of shifts of not more than 10 hours each; or
 - (ii) In a fortnight of 76 hours in eight shifts of not more than ten hours each.

32 Meal Breaks and Tea Breaks

32.1 Meal breaks

- (a) An Employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes.
- (b) The time of taking the meal break may be varied by agreement between the Employer and Employee.

32.2 Tea breaks

- (a) Every Employee will be entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between the Employer and Employee.
- (b) Subject to agreement between the Employer and Employee, such breaks may alternatively be taken as one 20 minute tea break.
- (c) Tea breaks will count as time worked.

33 Shift Work

- 33.1** In addition to any other rates in this Agreement, an Employee whose rostered hours of ordinary duty finish between 6.00 p.m. and 8.00 a.m. or commence between 6.00 p.m. and

6.30 a.m. shall be paid an amount equal to 2.5% of the weekly base rate of pay for the Graduate classification per rostered period of duty.

34 Saturday and Sunday

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

35 Overtime

- 35.1** At the direction of the Employer authorised work in excess of 38 hours in any week, or in excess of 8 ordinary hours in any one day, except where averaged in accordance with **clause 31.4**, shall be time and a half for the first two hours and double time thereafter. Alternatively, by mutual agreement, overtime may be compensated by time off in lieu of payment for overtime. Time off in lieu shall be taken at a mutually agreed time or times and shall be based on the overtime rate.
- 35.2** Payment of overtime performed will only occur with the prior approval of the Employer.
- 35.3** An authorised officer of the Employer who has delegated authority to approve such expenditure must give approval for overtime.

36 On-call/Recall

- 36.1** An Employee who is rostered to be on-call shall be paid an allowance equal to 10% of their ordinary time hourly rate in respect of each on-call period.
- 36.2** An on-call attendance by an Employee under this clause may be by telephone, (extending beyond 15 minutes per call), or by personal attendance to the clinician/patient.
- 36.3** An Employee may be recalled to duty outside their ordinary hours to attend to a serious accident or emergency at the request of the Employer.
- 36.4** An Employee who, pursuant to this clause, attends an on-call or who is recalled to duty shall be either:
- (a) compensated by payment at the rate of time and a half their ordinary time rate for the first two hours and double time thereafter or
 - (b) by mutual agreement, by time off in lieu of such payment. Time off in lieu shall be taken at a mutually agreed time and shall be based on the overtime penalty rates as prescribed by **Clause 35** of this Agreement.

PART G – PUBLIC HOLIDAYS, LEAVE AND RELATED MATTERS

37 Public Holidays

37.1 Where the nature of the employment of Employees permits the observance of public holidays as they occur, Employees (other than casual Employees) shall be entitled to the following holidays without loss of pay:

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

- (a) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Queen's Birthday, Labour Day and Melbourne Cup Day.
- (b) Any additional or substitute public holiday declared or prescribed in Victoria or a locality in respect of occasions other than those set out in **clause 37.2(a)**.
- (c) When Christmas Day is a Saturday or a Sunday, a holiday in lieu shall be observed on 27 December;
- (d) When Boxing Day is a Saturday or a Sunday, an additional holiday shall be observed on 28 December;
- (e) When New Year's Day is a Saturday or a Sunday, an additional holiday shall be observed on the next Monday;
- (f) When Australia Day is a Saturday or a Sunday, a holiday in lieu shall be observed on the next Monday;

37.3 Melbourne Cup Day Substitution

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

37.4 Substitution of Public Holiday

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

37.5 Payment for work on public holiday:

All Employees will be paid double time and one half for all time worked on a public holiday (inclusive of casual loading).

38 Annual Leave

38.1 Basic Entitlement

- (a) Employees, other than casual Employees, are entitled to four weeks' paid annual leave per annum.
- (b) Such leave accrues progressively during a year of service and accumulates from year to year. Annual Leave shall be exclusive of the Public Holidays provided for in this Agreement.
- (c) Entitlements for part-time Employees will be calculated on a pro rata basis.

38.2 Shift worker Definition for NES purposes

For the purposes of the additional weeks' annual leave provided by the NES for shiftworkers, the following shall apply:

- (a) a shiftworker is an employee who is regularly rostered to work Sundays and public holidays.

38.3 Taking of leave

Subject to **clause 40** below, full-time and part-time Employees shall take annual leave:

- (a) For a period agreed between an employee and his or her employer, and
- (b) The Employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

38.4 A 17.5% annual leave loading (capped to a rate of Level 2, sub-point 2 (Level 2b)) is paid in advance and has been built in to the salary rates provided for in **Appendix Two** of this Agreement and is paid progressively during the year.

38.5 In the event of termination of employment the value of accrued, untaken annual leave (less annual leave taken in advance) shall be paid to the Employee immediately after termination.

38.6 Where an Employer closes one or more of its operations for Christmas/New Year each year, and provides not less than 4 weeks written notice to affected Employees, the Employees will have the option of applying for Annual Leave, Long Service Leave, Time in Lieu or in the event of insufficient Annual Leave or Time in Lieu credits, Leave Without Pay for this period.

39 Cashing out of Annual Leave

39.1 An Employee may request the Employer cash out an amount of paid annual leave save that:

- (a) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
- (b) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing, by mutual agreement, between the Employer and the Employee; and
- (c) the Employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone, including superannuation contributions and annual leave loading.

39.2 In considering such the request, the Employer shall take into account the amount of annual leave taken by the Employee in the past 12 months or forthcoming approved annual leave.

39.3 The Employer will not require an employee to cash out any of their annual leave.

40 Excessive Leave Accruals

40.1 Where an Employee has over 8 weeks annual leave, either the Employee or Employer can request a meeting to discuss reducing excessive annual leave by agreement. There must be:

- (a) A reasonable opportunity to submit a leave plan to reduce the leave to six weeks within 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, it will be in writing and signed by the Employee and Employer.
- (c) In the event that a leave reduction plan cannot be agreed within a three month period, the Employer may direct an Employee to reduce accrued leave to not less than 6 weeks.

40.2 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 the Employee to take paid annual leave; and
- (c) A dispute about whether a direction to take leave complies with the clause.

40.3 For the avoidance of doubt, nothing prevents an Employer or Employee from discussing the management of leave accruals prior to the Employee having an excessive leave accrual.

41 Purchased Leave

41.1 A full time Employee may, by agreement with the Employer, purchase leave and with the agreement of the Employer, work between 44 weeks and 51 weeks per year.

41.2 Where the Employer and an Employee agree to a reduction in the number of working weeks the Therapist/Hygienist will receive additional leave as follows:

44/52 weeks	Additional 8 weeks leave	(12 weeks in total)
45/52 weeks	Additional 7 weeks' leave	(11 weeks in total)
46/52 weeks	Additional 6 weeks' leave	(10 weeks in total)
47/52 weeks	Additional 5 weeks' leave	(9 weeks in total)
48/52 weeks	Additional 4 weeks' leave	(8 weeks in total)
49/52 weeks	Additional 3 weeks' leave	(7 weeks in total)

50/52 weeks	Additional 2 weeks' leave	(6 weeks in total)
51/52 weeks	Additional 1 week's leave	(5 weeks in total)

- 41.3** The Employee will receive a salary equal to the period worked that will be spread over a 52 week period.
- 41.4** An Employee may revert to ordinary 52 week employment by giving the Employer no less than four weeks' written notice. Where an Employee so reverts to 52 week employment, appropriate pro rata salary adjustments will be made.

42 Personal Leave

- 42.1** Full-time Employees shall be entitled to 12 days (91.2 hours) paid personal/sick leave per annum. Regular part-time Employees shall be entitled to pro-rata personal leave based on the proportion their regular hours bear to full-time hours. The leave accrues progressively during a year of service. Untaken personal leave shall be cumulative.
- 42.2** To be entitled to personal leave, an Employee shall advise an authorised officer of the Employer as soon as practicable of the absence before the time for which he/she is rostered to attend for duty and provide such verification as the Employer reasonably requires. In any one year of service with the Employer and subject to this Clause a therapist/Hygienist may take five personal leave occasions which shall not require third party certification;
- 42.3** An Employee Absent on personal leave either side of a public holiday, shall provide such verification as the Employer reasonably requires.
- 42.4** Where a period during which an Employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave), the Employee is taken not to be on paid annual leave for the period of that other leave or absence. In which case the number of days specified in the Medical Certificate or other reasonable evidence shall be deducted from any personal leave entitlement and shall be re-credited to the staff members annual leave entitlement. Pro-rata entitlements apply to part-time staff.

43 Carer's Leave for Other than Casual Employment

43.1 Definitions

(a) **Immediate family or household**

The entitlement to Carer's Leave under this **clause 43** is subject to the periods in respect of whom the leave is taken being either

- (i) A member of the employee's immediate family; or
- (ii) A member of the employee's household

The term **immediate family includes;**

- (i) A spouse (including a former spouse, a de facto spouse, and a former de facto spouse) of the employee. A de facto spouse means a person who, although not legally married to the Employee, lives with the employee in a relationship as a couple on a bona fide domestic basis (whether the Employee and the person are of the same or different sexes);

- (ii) A child or an adult child (including an adopted child, a stepchild or an ex nuptial child) parent, grandparent, grandchild or sibling of the employee or spouse of the Employee.

43.2 Personal Leave to care for an immediate family or household member

- (a) An Employee is entitled to use personal/sick leave, including accrued leave, each year to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency, subject to the conditions set out in this clause.
- (b) Leave granted in accordance with **sub-clause 43.2(a)** is subject to established notice requirements and evidence requirements for leave taken to care for members of the employee's immediate family or household who are sick and require care and support. When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the Employer, establish by production of documentation acceptable to the Employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.

43.3 Unpaid personal Leave

- (a) Where an employee has exhausted all paid personal/sick leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The Employer and the Employee shall agree on the period. In the absence of agreement, the Employee is entitled to take two days per occasion, provided the requirements of **clause 43.3(b)** are met.
- (b) Leave granted in accordance with **clause 43.3(a)** is subject to established notice requirements and evidence requirements for leave taken to care for members of the Employee's immediate family or household who are sick and require care and support. When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the Employee must, if required by the Employer, establish by production of documentation acceptable to the Employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.

44 Bereavement/Compassionate Leave

Immediate family or household has the same meaning as in clause 4

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

45 Casual Employment – Caring Responsibilities & Compassionate Leave

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

46 Family Violence Leave

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

- 46.1** Each Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, each Employer is committed to providing support to staff that experience family violence.
- 46.2** The employer will develop guidelines to supplement this clause which details the appropriate action to be taken in the event that an employee discloses family violence.
- 46.3 Definitions**
- In this Agreement, 'Family Violence' has the same meaning as the *Family Violence Protection Act 2008*. Under that Act, 'Family Violence' is defined, in part, as:
- (a) behaviour by a person towards a family member of that person if the behaviour is:
 - (i) physically or sexually abusive; or
 - (ii) emotionally or psychologically abusive; or
 - (iii) economically abusive; or
 - (iv) threatening; or
 - (v) coercive; or
 - (vi) in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person; or
 - (b) behaviour by a person that causes a child to hear or witness, or otherwise be exposed to the effects of, behaviour referred to in paragraph (a).

- 46.4** An 'affected Employee' means an employee experiencing family violence as defined.
- 46.5** **Leave**
- 46.6** 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:
- (a) medical and legal assistance;
 - (b) court appearances;
 - (c) counselling (including financial counselling);
 - (d) relocation;
 - (e) making safety arrangements.
- 46.7** 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.
- 46.8** The leave may be taken as consecutive or single days or as a fraction of a day.
- 46.9** The leave does not accumulate from year to year.
- 46.10** **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).
- 46.11** **Disclosure of Family Violence and Support**
- 46.12** An affected Employee may disclose they are experiencing family violence to either their immediate supervisor or the designated contact point.
- 46.13** Where an affected Employee makes a disclosure to their immediate supervisor, the supervisor will advise the designated contact point.
- 46.14** Following consultation with the affected Employee, the relevant supervisor and designated contact point shall:
- (a) Implement reasonable measures to manage any potential risk to health and safety. Such measures may include:
 - (i) changing the affected Employee's hours of work, duties, location of work or contact details;
 - (ii) advising security staff consistent with the Employer's occupational violence policy where applicable;
 - (iii) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
 - (iv) 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.
 - (b) Where possible, offer the affected Employee access to the Employer's 'Employee Assistance Program' (EAP) and/or other available local support resources. The EAP will include professionals trained in family violence.

- (c) Provide information regarding current support services.

46.15 Where the performance or attendance of an employee at work suffers as a result of being a victim of family violence, the Employer shall:

- (a) take into account the effect of the family violence; and
- (b) 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.

46.16 Confidentiality

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

46.18 Notice and Evidence Requirements

(a) **Notice requirements**

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

(b) **Evidence requirements**

- (i) An employee may be required by the Employer to provide evidence that their absence is due to the reasons specified in **clause 46.3(a) or 46.3(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.

47 Prenatal Leave

If an Employee is required to attend pre-natal appointments or parental 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 his or her Personal Leave credit under this Agreement. The Employee must give the Employer prior notice of the Employee's intention to take such leave.

48 Parental Leave

48.1 This clause is structured as follows:

- (a) Definitions: 48.2
- (b) Long parental leave – unpaid : 48.3
- (c) Short parental leave – unpaid: 48.4
- (d) Paid parental leave: 48.5
- (e) Notice provisions and commencement – maternity leave: 48.6
- (f) Notice provisions and commencement – partner leave: 48.7
- (g) Notice provisions and commencement – adoption leave: 48.8

- (h) Special maternity leave: 48.9
- (i) Variation to period of parental leave up to 12 months: 48.10
- (j) Right to request extension of period of parental leave beyond 12 months: 48.11
- (k) Parental leave and other leave entitlements: 48.12
- (l) Transfer to a safe job: 48.13
- (m) Returning to work after a period of parental leave: 48.14
- (n) Replacement Employees: 48.15
- (o) Communication during parental leave: 48.16
- (p) Keeping in touch days: clause 48.17

Provisions associated with parental leave are also included in this Agreement. Specifically, prenatal leave at **clause 47**, flexible work arrangements which includes the right to request to return from parental leave on a part time basis at **clause 16** and leave to attend interviews and examinations relevant to adoption leave at **clause 48.8**.

48.2 Definitions

For the purposes of this clause:

- (a) **Child** means:
 - (i) a child of the Employee under school age; or
 - (ii) a child under 16 who is placed with the Employee for the purposes of adoption, other than a child or step-child of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the Employee for a period of six months or more.
- (b) **Continuous Service** has the same meaning as in **clause 49**– Long service leave and includes continuous service with one and the same Employer or service with Institutions or Statutory Bodies (as defined at **clause 49**) in accordance with the provisions of that clause, and includes any period of employment that would count as service under the Act.
- (c) **Employee** for the purposes of **clause 47** means an Employee who has at least 12 months continuous service (as defined) and is not a casual Employee.
- (d) **Long Parental leave** means the 52 weeks' parental leave an Employee may take under **clause 48.3**. A person taking long parental leave under **clause 48.3** (whether as maternity, partner or adoption leave) is the primary carer for the purpose of this clause.
- (e) **Short Parental Leave** means the up to 8 weeks concurrent parental leave an Employee who will not be the primary care giver of a child may take under **clause 48.4**.
- (f) **Spouse** includes a de facto, former spouse and same-sex partner save that **spouse** does not include a former spouse in relation to **clause 48.10** – Adoption Leave.

48.3 Long Parental Leave - Unpaid

- (a) An Employee as defined at 48.2 is entitled to 12 months parental leave if:
 - (i) the leave is associated with:
 - (A) the birth of a child of the Employee or the Employee's spouse (as defined) or de facto partner; or

- (B) the placement of a child with the Employee for adoption; and
 - (ii) the Employee has or will have responsibility for the care of the child.
- (b) Except as provided at **clause 48.4** (Short Parental leave – unpaid), Parental leave is to be available to only one parent at a time in a single unbroken period.
- (c) Each member of an Employee couple may take a separate period of up to 12 months of unpaid parental leave. An Employee couple includes a couple where one person is an Employee of the Employer and the other person is an Employee at a different organisation.

48.4 Short Parental leave - unpaid

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

48.5 Paid Parental Leave

- (a) An Employee, other than a casual Employee, who has an entitlement to unpaid parental leave shall be entitled to the following:
 - (i) In the case of the primary care giver at the time of the birth, 12 weeks paid parental leave;
 - (ii) In the case of the non-primary care giver at the time of the birth, 1 week paid parental leave.
- (b) Paid parental leave is in addition to the Commonwealth Government paid parental leave scheme. The Employer and Employee may reach agreement as to how the paid parental leave under this Agreement is paid. For example, such leave may be paid in smaller amounts over a longer period, consecutively or concurrently with any Commonwealth Government scheme and may include a voluntary contribution to superannuation. Such agreement shall be in writing and signed by the parties. The Employee will nominate a preferred payment arrangement at least four weeks prior to the expected date of delivery. In the absence of agreement, such leave shall be paid during the ordinary pay periods corresponding with the period of the leave.
- (c) The paid parental leave prescribed by this clause shall be concurrent with the unpaid entitlement prescribed by the NES / this Agreement. For the avoidance of doubt, an Employee is only entitled to one paid parental leave payment as prescribed at **clause 48.5(a)** for each birth or placement resulting in parental leave under this clause.
- (d) The Employer shall make a superannuation contribution on the paid parental leave at **clause 48.5(a)** above, equivalent to that required by relevant legislation if such payments were deemed ordinary time earnings.

48.6 Notice provisions and commencement - Maternity leave

- (a) An Employee who proposes to take maternity leave must provide written notice to the Employer advising:
 - (i) of the expected date of birth - at least ten weeks (including a certificate from a registered medical practitioner stating that the Employee is pregnant) or otherwise as soon as practicable before the expected date of birth; and

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

48.7 Notice provisions and commencement - Partner leave

- (a) Short Parental Leave (partner)

An Employee who proposes to take short parental leave will:

 - (i) provide the Employer at least ten weeks' notice, or otherwise as soon as practicable, of the proposed period of partner leave, with a certificate from a registered medical practitioner which names his/her spouse (as defined), that states that she is pregnant and the expected date of birth; and
 - (ii) apply in writing for short parental leave as soon as reasonably practicable on or after the first day of the period of leave, stating the first and last days of the period.
- (b) Long Parental Leave (partner)
 - (i) An Employee who proposes to take long parental leave must provide written notice to the Employer advising:
 - (A) of the expected date of birth - at least ten weeks or otherwise as soon as practicable before the expected date of birth; and
 - (B) the start and end dates of the long parental leave - at least four weeks before the start, or otherwise as soon as practicable.
 - (ii) Where requested by the Employer, the Employee must also provide a statutory declaration stating the Employee will take that period of partner leave to become the primary care giver of a child and the particulars of any period of maternity (or like authorised) leave sought or taken by his/her spouse.
- (c) An Employee will not be in breach of **clause 48.7** if the failure to give the required period of notice is because of the birth occurs earlier than expected, the death of the mother of the child or other unexpected circumstances. Application in such circumstances must be made as soon as reasonably practicable.

48.8 Notice Provisions and Commencement - Adoption leave

- (a) If a child who is to be adopted by an Employee is a relative of the Employee, and the Employee decides to take the child into custody pending the authorisation of the placement of the child with the Employee, the Employee must:
 - (i) give notice to the Employer as soon as reasonably practicable after the decision is made; and
 - (ii) give the notices required by **clause 48.8(b)** and **48.8(c)**, whichever is applicable.

Relative of an Employee means a grandchild, nephew, niece or sibling of the Employee or of the Employee's spouse.
- (b) **Short parental leave (adoption)**

An Employee will apply in writing for short parental leave no later than 14 days before the proposed day of placement of the child, or as soon as reasonably practicable where the Employee cannot comply with this requirement because of the day when the placement is expected to start or any other unexpected reason.
- (c) **Long Parental Leave (adoption)**
 - (i) Where an Employee proposes to take long parental leave, he/she must provide notice to the Employer in advance of the expected date of commencement of adoption leave. The notice requirements are:
 - (A) of the expected date of placement - at least ten weeks, or otherwise as soon as practicable; and
 - (B) of the date on which the Employee proposes to commence adoption leave and the period of leave to be taken - at least four weeks, or otherwise as soon as practicable.
 - (ii) Where requested by the Employer, the Employee must also provide a statutory declaration stating:
 - (A) that the Employee is seeking such leave to become the primary care-giver of the child;
 - (B) particulars of any period of adoption (or like authorised) leave sought or taken by the Employee's spouse; and
 - (C) that the child is a 'child' as defined above.
 - (iii) The Employer may require an Employee to provide confirmation from the adoption agency of the placement.
- (d) Where the Employee cannot comply with the above notification requirements because of the day when the placement is expected to start changes or any other unexpected reason, the Employee shall apply for long parental leave (adoption) as soon as reasonably practicable.
- (e) Where Placement does not Proceed or Continue
 - (i) Where the placement of the child for adoption with an Employee does not proceed or continue, the Employee will notify the Employer immediately.
 - (ii) Where the Employee had, at the time, started a period of adoption leave in relation to the placement, the Employee's entitlement to adoption leave is not affected, except by written notice under **clause 48.8(e)(iii)** below.

- (iii) The Employer may give the Employee written notice that, from a stated day no earlier than four weeks after the day the notice is given, any untaken long adoption leave is cancelled with effect from that day.
- (iv) Where the Employee wishes to return to work due to a placement not proceeding or continuing, the Employer will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.

48.9 Special maternity leave

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

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

- (a) Where an Employee takes leave under **clause 48.3** or **clause 48.11**, unless otherwise agreed between the Employer and Employee; an Employee may apply to the Employer to change the period of parental leave on one occasion. Any such change is to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in **clause 48.3** or **clause 48.11**.
- (b) If the Employer and Employee agree, the Employee may further change the period of parental leave.

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

An Employee entitled to parental leave pursuant to the provisions of **clause 47** may request the Employer to allow the Employee to extend the period of unpaid parental leave provided for in **clause 48.3** by a further continuous period up to 12 months immediately following the end of the available parental leave.

(a) Request to be in writing

The request must be in writing and must be given to the Employer at least 4 weeks before the end of the available parental leave period.

(b) 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.

(c) Refusal only on reasonable business grounds

The Employer may only refuse the request on reasonable business grounds.

(d) Reasons for refusal to be specified

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

(e) **Employee couples**

The Act contains additional requirements for employee couples.

48.12 Parental leave and other entitlements

- (a) An Employee may use any accrued annual leave or long service leave entitlements concurrently with parental leave, save that the total amount of leave shall not exceed 52 weeks or longer as agreed under **clause 48.11**.

48.13 Transfer to a safe job

- (a) Where an Employee is pregnant and, in the opinion of a registered medical practitioner, is fit for work but it is inadvisable for the Employee to continue at her present work for a stated period (the risk period) because of:
- (i) illness or risks arising out of the pregnancy, or
 - (ii) hazards connected with the position,
- the Employee must be transferred to an appropriate safe job if one is available for the risk period, with no other change to the Employee's terms and conditions of employment.
- (b) If:
- (i) **clause 48.13(a)** applies to a pregnant Employee but there is no appropriate safe job available; and
 - (ii) the Employee is entitled to unpaid parental leave; and
 - (iii) the Employee has complied with the notice and evidence requirements of **clause 48.6** 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.

48.14 Returning to work after a period of parental leave

- (a) An Employee will endeavour to notify the Employer of their intention to return to work after a period of long parental leave at least four weeks prior to the expiration of the leave, or where that is not practicable, as soon as practicable.
- (b) An Employee will be entitled to return:
- (i) unless **clause 48.14(b)(ii)** or **48.14(b)(iii)** or **clause 48.14(c)** applies, to the position which they held immediately before proceeding on parental leave;
 - (ii) if the Employee was promoted or voluntarily transferred to a new position (other than to a safe job pursuant to **clause 48.13**, to the new position;
 - (iii) if **clause 48.14(b)** does not apply, and the Employee began working part-time because of the pregnancy of the Employee, or his or her spouse, to the position held immediately before starting to work part-time.

- (c) **Clause 48.14(b)(ii)** is not to result in the Employee being returned to the safe job to which the Employee was transferred under **clause 48.13**. In such circumstances, the Employee will be entitled to return to the position held immediately before the transfer.
- (d) Where the relevant former position (per **clauses 48.14(b)** and **48.14(c)** above) no longer exists, an Employee is entitled to return to an available position for which the Employee is qualified and suited nearest in status and pay to that of their pre-parental leave position.
- (e) The Employer must not fail to re-engage an Employee because:
 - (i) the Employee or Employee's spouse is pregnant; or
 - (ii) the Employee is or has been immediately absent on parental leave.

48.15 Replacement Employees

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

48.16 Communication during Parental leave

- (a) Where an Employee is on parental leave and the Employer makes a decision that will have a significant effect on the status, pay or location of the Employee's pre-parental leave position, or the Employer proposes a change will have a significant effect on the Employee, the Employer shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status, pay, location or responsibility level of the position the Employee held before commencing parental leave; and
 - (ii) provide an opportunity for the Employee to discuss any significant effect the change will have on the status, pay, location or responsibility level of the position the Employee held before commencing parental leave.
- (b) The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
- (c) The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with **clause 48.16**.

48.17 Keeping in touch days

- (a) This clause does not prevent an Employee from performing work for the Employer on a keeping in touch day while the Employee is taking unpaid parental leave. If the Employee does so, the performance of that work does not break the continuity of the period of unpaid parental leave.
- (b) A day on which the Employee performs work for the Employer during the period of leave is a keeping in touch day if:

- (i) the purpose of performing the work is to enable the Employee to keep in touch with his or her employment in order to facilitate a return to that employment after the end of the period of leave; and
- (ii) both the Employee and Employer consent to the Employee performing work for the Employer on that day; and
- (iii) the day is not within:
 - (A) If the Employee suggested or requested that they perform work for the Employer on that day—14 days after the date of birth, or day of placement, of the child to which the period of leave relates; or
 - (B) otherwise — 42 days after the date of birth, or day of placement, of the child; and
- (iv) the Employee has not already performed work for the Employer or another entity on 10 days during the period of leave that were keeping in touch days.

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

- (c) The Employer must not exert undue influence or undue pressure on an Employee to consent to a keeping in touch day.
- (d) For the purposes of **clause 48.17(b)(iv)** the following will be treated as 2 separate periods of unpaid parental leave:
 - (i) a period of unpaid parental leave taken during the Employee's available parental leave period; and
 - (ii) an extension of the period of unpaid parental leave under **clause 48.11**.

49 Long Service Leave

49.1 Entitlement

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

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

- (a) on completion by the Employee of 15 years' continuous service - six months' long service leave and thereafter an additional two months' long service leave on the completion of each additional five years' service;
- (b) in addition, in the case of an Employee who has completed more than 15 years' service and whose employment is terminated otherwise than by the death of the Employee, an amount of long service leave equal to one-thirtieth of the period of his/her service since the last accrual of entitlement to long service leave under clause 49.8(a).
- (c) in the case of an Employee who has completed at least 10 years' service, but less than 15 years' service and whose employment is terminated for any cause other than serious and wilful misconduct, such amount of long service leave as equals one-thirtieth of the period of service.

49.3 Service Entitling to Leave

- (a) Subject to this sub-clause, the service of an Employee of an Employer shall include service for which long service leave, or payment in lieu, has not been received in one or more Employers directly associated with such Employer for the periods required hereof.
- (b) Subject to this sub-clause, the service of an Employee of an Employer shall include service for which long service leave, or payment in lieu, has not been received in one or more stand alone Community Health Centres covered by *the Victorian Stand-Alone Community Health Centres (Dental Therapists, Dental Hygienists and Oral Health Therapists') Enterprise Agreement 2018-2022*.
- (c) Subject to this sub-clause, service shall also include all periods during which an Employee was serving in Her Majesty's Forces or was made available by the Employer for National Duty.
- (d) When calculating the aggregate of service entitling to leave any period of employment with any one of the said Institutions or Statutory Bodies of less than six months' duration shall be disregarded.
- (e) Where a business is transmitted from one agency (the transmitter) to another agency (the transferee), an Employee who worked with the transmitter and who continues in service of the transferee shall be entitled to count service with the transmitter as service with the transferee for the purposes of this clause.
- (f) For the purpose of this clause, service shall be deemed to be continuous notwithstanding:
 - (i) the taking of any annual leave, long service leave or other paid leave approved in writing by the Employer and not covered by **clauses 49.3(f)(ii) or 49.3(f)(iv)** below;
 - (ii) any absence from work of not more than 14 days in any year on account of illness or injury or, if applicable, such longer period as provided in the Personal Leave clause of this Agreement;
 - (iii) any interruption or ending of the employment by the Employer if such interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
 - (iv) any absence on account of injury arising out of or in the course of the employment of the Employee for a period during which payment is made under WorkCover/Workers' compensation;
 - (v) any unpaid leave of absence of the Employee where the absence is authorised, in advance in writing, by the Employer to be counted as service;
 - (vi) any interruption arising directly or indirectly from an industrial dispute;
 - (vii) any period of absence from employment between the engagement with one of the said Institutions of Statutory Bodies and another provided it is less than the Employee's allowable period of absence from employment. An Employee's allowable period of absence from employment shall be five weeks in addition to the total period of paid annual and/or sick leave which the Employee actually received on termination or from which he/she is paid lieu;

- (viii) the dismissal of an Employee if the Employee is re-employed within a period not exceeding two months from the date of such dismissal;
 - (ix) any unpaid absence from work of a female Employee for a period not exceeding 12 months in respect of any pregnancy;
 - (x) any other absence of an Employee by leave of the Employer, or an account of injury arising out of or in the course of their employment not covered by **clause 49.3(f)(iv)**.
- (g) In calculating the period of continuous service of any Employee, any interruption or absence of a kind mentioned in **clauses 49.3(f)(i) to 49.3(f)(v)**, shall be counted as part of the period of service, but any interruption or absence of a kind mentioned in **clauses 49.3(f)(vi) to 49.3(f)(x)** of the said sub-clause shall not be counted as part of the period of service unless it is so authorised in writing by the Employer.
- (h) The onus of proving a sufficient aggregate of service to support claim for long service leave entitlement shall at all time rest upon the Employee concerned. A certificate in the following form shall constitute acceptable proof:

CERTIFICATE OF SERVICE
<p>[Name of Institution] [date]</p> <p>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].</p> <p>Specify hereunder full details of paid or unpaid leave or absences including periods represented by payment made in lieu of leave on termination.</p> <p>.....</p> <p>Specify hereunder full details of long service leave granted during service or on termination:</p> <p>.....</p> <p>Signed.....[Stamp of Institution]</p>

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

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

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

49.5 Payment for Period of Leave

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

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

(c) In any other way agreed between the Employer and the Employee.

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

(a) Where any long service leave accrues to an Employee pursuant to sub-clauses hereof, the Employee shall be entitled to pay in respect of such leave as at the date of termination of employment.

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

(i) Such an Employee may, in writing request payment in respect of such leave to be deferred until after the expiry of the Employee's allowable period of absence from employment as provided for in these sub-clauses. Allowable period of absence is defined in **sub-clause 49.3(f)(vii)**;

(ii) Except where the Employee gives the Employer notice in writing that the Employee has been employed by another Employer, the Employer shall make payment in respect of such leave at the expiry of the Employee's allowable period of absence from employment;

(iii) Where the Employee gives the Employer notice in writing that the Employee has been employed by another Employer, the Employer is no longer required to make payment to the Employee in respect of such leave.

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

49.8 Taking of Leave

(a) When an Employee becomes entitled to long service leave such leave shall be granted by the Employer within six months from the date of entitlement, but the taking of such leave may be postponed to such date as is mutually agreed, or in default of agreement as is determined by the Fair Work Commission provided that no such determination shall require such leave to commence before the expiry of six months from the date of such determination.

(b) Any long service leave shall be inclusive of any public holiday occurring during the period when the leave is taken.

(c) If the Employer and an Employee so agree -

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

(ii) any subsequent period of long service leave to which the Employee becomes entitled may be taken in two separate periods but save as aforesaid long service leave shall be taken in one period.

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

49.9 Definitions

- (a) For the purpose of this clause the following definitions apply:
 - (i) **"Pay"** means remuneration for an Employees' normal weekly hours of work calculated at the Employee's ordinary time rate of pay provided in the Wages clause of this Agreement at the time leave is taken or (if he or she dies before the completion of leave so taken) as at the time of his or her death; and shall include the amount of any increase to the Employee's ordinary time rate of pay which occurred during the period of leave as from the date such increase operates.
 - (ii) **"Month"** shall mean a Calendar Month.
 - (iii) **"Employer"** shall mean any Employer named in the schedule of this agreement or a hospital, health service or community health centre registered and subsidised pursuant to the Health Services Act 1988 (Vic).
 - (iv) **"Statutory Body"** means the Department of Human Services.
 - (v) **"Transmission"** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding interpretation.

50 Cultural and Ceremonial Leave

- 50.1** The employer may approve attendance during working hours by an employee of Aboriginal or Torres Strait Islander descent at any Aboriginal community meetings, except the Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur.
- 50.2** The employer may grant an employee of Aboriginal or Torres Strait Islander descent accrued annual or other leave to attend the Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur.
- 50.3** Ceremonial leave without pay may be granted to an employee of Aboriginal or Torres Strait Islander descent for ceremonial purposes:
 - (a) connected with the death of a member of the immediate family or extended family (provided that no employee shall have an existing entitlement reduces as a result of this clause); or
 - (b) for other ceremonial obligations under Aboriginal or Torres Strait Islander law.
- 50.4** Ceremonial leave granted under this clause is in addition to compassionate leave granted under any other provision of the Agreement.

51 Community Services Leave

- 51.1** An Employee who is engaged in an eligible community service activity is entitled to be absent from work without loss of pay for the period of time that they are engaged in the activity, reasonable travelling time associated with the activity and rest time following the activity, provided that the Employee's absence (unless the activity is jury service) is reasonable in all the circumstances.
- 51.2** An eligible community services activity includes:
- (a) jury service required by or under law; or
 - (b) a voluntary emergency management activity; or
 - (c) an activity prescribed by regulations as an eligible community service activity for the purpose of the *Fair Work Act 2009*.
- 51.3** An Employee engages in 'voluntary emergency management' activity if, and only if:
- (a) the Employee engages in an activity that involves dealing with an emergency or natural disaster; and
 - (b) the Employee engages in the activity on a voluntary basis; and
 - (c) the Employee is a member of, or has a member like association with, a recognised emergency management body (i.e. Country Fire Authority, State Emergency Service, St. John Ambulance, Red Cross etc); and
 - (i) either:
 - (A) the Employee was requested by or on behalf of the body to engage in the activity; or
 - (B) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such request, it is likely that such a request would have been made.
- 51.4 Notice and evidence requirements**
- (a) Employees seeking to take Community Service Leave must provide notice to the Employer as soon as practicable (which may be after the absence has started) and must advise the Employer of the period, or expected period, of the absence.
 - (b) If requested, the Employee shall be required to produce evidence of their engagement in eligible community service activity, to the satisfaction of the Employer.
 - (c) An absence from the workplace is only covered by the provisions of **clause 46.1** if they satisfy the notice and evidence requirements set out above.
- 51.5** The Employer may refuse time release where the Employee's absence will adversely impact the capacity of the health service to maintain services.

52 Jury Service

- 52.1** An Employee required to attend for Jury Service shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of such attendance for jury service and the amount of salary the Employee would have ordinarily received.

52.2 To be entitled to such payment under **clause 52.1** an Employee shall advise the Employer as soon as possible of the reason for the absence from work and provide such verification as the Employer reasonably requires.

PART H – EDUCATION AND RELATED MATTERS

53 Continuing Professional Development Allowance

This clause does not apply to Casual Employees.

53.1 All full time Employees employed at the commencement of this Agreement will receive a continuing professional development allowance (CPDA) This will be paid to employees as follows:

- (a) \$350 payable in the first full pay period on or after the commencement of the Agreement.
- (b) \$350 payable in the first full pay period commencing on or after 1 May 2019;
- (c) \$350 payable in the first full pay period commencing on or after 1 May 2020; and
- (d) \$350 payable in the first full pay period commencing on or after 1 May 2021.

53.2 Part time employees will receive a pro rata amount described in 53.1 above based upon their normal hours at the time of the payment.

53.3 The CPDA will be payable in respect to a particular year to any employee who is employed by the Employer and not on unpaid leave.

53.4 The CPDA is paid on the basis that it is to be fully expended on professional development and education expenses in each year.

53.5 The CPDA is additional to any other allowance or entitlement within this Agreement.

54 Professional Development Leave

54.1 Whilst it is recognised that it remains the professional responsibility of Employees to maintain an appropriate level of skills and accreditation, the Employer will also encourage employees to undertake professional development relevant to the acquisition of skills, knowledge and qualifications for the efficient performance of the Employer's core activities; for employees' progress along a career path and/or as a requirement to maintain Employee registration.

54.2 Professional development may include attendance at both internal and external conferences and seminars.

54.3 Employees who are engaged on a full-time basis will be entitled up to a maximum of 5 days' (38 hours') paid professional development leave (non-cumulative) per calendar year subject to a successful application to his/her Manager who will make a decision in concert with the Clinical Director (where relevant). Entitlements for part-time Employees will be calculated on a pro rata basis. The provisions of this clause do not apply to casual or fixed-term employees.

54.4 It is the responsibility of the Employee to make an application in writing to his/her Manager and, where relevant, Clinical Director nominating the preferred date(s) and providing a brief description of the nature of the professional development activity proposed to be undertaken and details of the relevance of the course to the Employee's employment.

- 54.5** The Employee's application must be made at least six (6) weeks prior to the nominated date(s) unless otherwise agreed by the Employer.
- 54.6** The applicant will be notified in writing if the leave is approved or not within seven (7) days of the request being received. If leave is not granted, the applicant will be notified of the reason(s).

55 Clinical Quality, Clinical Audit and Peer Review

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

56 Performance Appraisal

- 56.1** Employees employed under this Agreement on a full time or part time basis are committed to participating in the Employer's Performance Appraisal Program (or however so titled) at least annually in order to improve quality of care, workplace skills, effectiveness, productivity and motivation of Employees, and for staff to benefit from outcomes as to their remuneration and career progression.
- 56.2** Performance appraisal will comprise, an integral element, the criteria detailed in **Clause 60**.

PART I – VALUE BASED ORAL HEALTH CARE

57 Value Based Oral Health Care

57.1 The parties will work together during the life of the agreement to:

- (a) Facilitate implementation of a person-centred, value based public oral health model of care.
- (b) The parties will seek to promote efficiency with the design and delivery of value based health care and services.
- (c) The parties will work collaboratively to implement integrated multi-disciplinary teams that promote efficiency and productivity enabling the workforce to perform at their full scope of practice.

PART J – CLASSIFICATION AND COMPETENCIES

58 Notification of Classification

- 58.1** The Employer shall notify each Employee in writing of their classification and terms of employment, on commencement.
- 58.2** The Employer shall notify each Employee of any alteration to their classification in writing within 14 days of the operative day of such alteration.
- 58.3** An Employee who believes that they have been wrongly classified may seek a classification review at any time following which the employer is obliged to undertake such review and/or performance review in accordance with **Clause 60**.

59 Classification Descriptors

Classification	Description	Indicative Occupation
Graduate	Under the general oversight of a more senior clinician performs basic dentistry consistent with their scope of practice and credentialing. This is the entry level for a graduate Therapist/Hygienist acquiring experience in dentistry	Recently graduated Therapist/Hygienist
Level 1	Performs routine dentistry consistent with their scope of practice and credentialing. This is a moderate skill level and includes the moderately experienced Therapist/Hygienist who is competent in basic tasks. May require regular professional support and mentoring.	Therapist/Hygienist still gaining experience
Level 2	An experienced Therapist/Hygienist who performs all dentistry within their scope of practice and credentialing. This is the broad based skill level. It encompasses an experienced Therapist/Hygienist who is competent in all general dental tasks and who would be expected to be familiar with and be able to exhibit a number of more advanced tasks that are commonly performed within their scope of practice. The Therapist/Hygienist at this level must have demonstrated a commitment to professional development, and may act as a mentor to less experienced staff when required.	Experienced Therapist/Hygienist
Level 3	A Level 3 Therapist/Hygienist includes an experienced Therapist/Hygienist who is widely recognised for their exceptional competence and has a proven record for carrying out a broad range of advanced and complex dental procedures within their scope of practice and credentialing. A Level 3 Therapist/Hygienist frequently receives referrals from other dental practitioners and is called upon for dental advice within their scope of practice. A level 3 Therapist/Hygienist has achieved a high level of clinical competence, provides leadership, communicates effectively both within their service and externally, participates in staff induction and professional development, and acts as a mentor and supervisor to less experienced staff and to students.	Senior Clinical Therapist/Hygienist Position by appointment
Level 4	A Level 4 Therapist/Hygienist is an experienced Therapist/Hygienist who in addition to advanced level clinical skills within their scope of practice and credentialing is responsible for the leadership and management of a clinical team of 3 or more equivalent full-time employees. A Level 4 Therapist/Hygienist possesses high level leadership and management skills, excellent communication and interpersonal skills and a high commitment to public health principles. A Level 4 Therapist/Hygienist would typically be responsible for managing special projects and/or local budgets.	Team Leader Position by appointment

59.1 The employer shall classify each existing and new Therapist/Hygienist employed under this Agreement as a Therapist/Hygienist Graduate, Level 1, 2, 3 or 4. Classification competencies are provided at **Clause 60**.

- 59.2** Progression between levels and progression between salary points within a given level will be in accordance with the salary progression criteria detailed at **Appendix Three**.

60 Competencies – Dental Therapists, Dental Hygienists & Oral Health Therapists

- 60.1** Therapist/Hygienists shall be classified within the classification structure set out in **Clause 59** in accordance with the following achieved and demonstrated competencies:

Graduate	Basic diagnostic and treatment skills for the broad range of patients in routine clinical situations. Capacity to recognise clinical limitations and seek support
Level 1	Graduate skills plus - broader range of patient base including those with disabilities and more complex medical histories. Ability to independently provide a range of dental services within their scope of practice. Developing an understanding of dental public health principles.
Level 2	Level 1 skills plus - advanced skills in managing most difficult clinical situations, clients with more complex medical histories and those with disabilities. Ability to provide a broad range of efficient dental services within their scope of practice. Appropriate skills for the resolution of patient complaints. Should be able to act as a mentor to clinicians with less experience. High level of understanding of dental public health principles.
Level 3	Level 2 skills plus - highly advanced skills in managing all difficult clinical situations within their scope of practice, including complex medical histories and patients with disabilities. Ability to provide a highly advanced range of efficient dental services, rarely requiring support or advice from more senior clinicians within their clinical scope of practice. Ability to provide advice to other dental practitioners and accept referrals. Act as a mentor and supervisor to less experienced clinicians and/or undergraduate students. Well developed skills in clinical leadership, effective communication and, managing patient complaints. Capacity to participate and contribute to service developments and improvements.
Level 4	Level 3 skills plus – leadership and management skills including high level written and verbal communication skills, supervisory skills, ability to undertake staff reviews, ability to interpret financial reports and plan dental budgets. Ability to actively participate and contribute to service developments and improvements, including quality improvement initiatives.

61 Salary Progression Criteria

- 61.1** Subject to this clause, a Therapist/Hygienist shall be eligible to progress annually to the next available salary point of their classification, subject to the Therapist/Hygienist demonstrating to the employer that he or she has, over the preceding 12 months:
- (a) Undertaken career development relevant to oral health and the services provided at the Employer's clinic or where this has not occurred, has entered into an arrangement where this will occur

- (b) Satisfied the Employer's requirements as to throughput of clinical services and associated administrative duties.
- (c) Fully complied with the Employer's operational policies and protocols as to infection control, clinical standards and response to emergency presentations
- (d) Had minimal remedial interventions
- (e) Achieved an appropriate level of patient satisfaction as to public patients treated
- (f) Satisfied the progression assessment criteria provided for in the classification structure of this Agreement at clauses 60 and 59.
- (g) 3

The progression assessment criteria are more particularly set out below.

61.2 Progression between levels

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

61.3 Progression between salary points within a given level

Introduction

A Therapist/Hygienist will be assessed formally for progression to the next salary point, within the same level, annually. Assessment will be based on matching actual achievement for a given year against the key performance indicators formulated for Levels 1 and 2. Achievement of performance targets will result in progression to the next salary point.

Please refer to Clause 60 for the classification competencies.

62 Clinical Skills Enhancement/Job Rotation

- 62.1** In order to achieve (or maximise) clinical delivery outcomes and priorities, an employee shall be available to transfer through all clinical areas as determined by the Employer. Following discussions between the Manager and the employee, an employee may be temporarily rotated for the purpose of targeting resources to rural regions of greatest need, clinical skill enhancement, training in clinical and related procedures and personal career development. Reimbursement of expenses, excess travelling time and/or kilometre allowance (as per the Employer's policies) shall, if applicable, apply to such rotations.
- 62.2** An employee or employer who does not believe that a transfer or rotation request or refusal is reasonable in the circumstances may elect to resolve the matter via Clause 12 – Dispute Resolution Procedure.

63 Secondment

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

64 Incidental and Peripheral Duties

- 64.1** The Employer may direct an Employee to carry out duties that are incidental and peripheral to the work normally performed where those duties are within the employee's skill, competence and training and are consistent with the classification structure of this Agreement.

65 Job Sharing

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

SIGNATURES

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


Signature

STUART MCCULLOUGH

Name (print)

Address: 88 MARLBOROUGH ST

FOOTSCRAY

Authority to sign CEO


Witness

YUNBIN LIN
Name of Witness (print)

SIGNED for and on behalf of the Community and Public Sector Union by its authorised officers as a representative of Employees covered by the Agreement in the presence of:


Signature

KAREN BATT

Branch Secretary (print)

Address: Level 4, 128 Exhibition
Street, Melbourne VIC 3000.

Authority to sign

CPSU/SPSF
Victorian Branch
Secretary.

WCTownsend
Witness

Wayne Townsend
Name of Witness (print)

Appendix One – List of Employers

Access Health and Community
Banyule Community Health
Central Bayside Community Health Services
cohealth
Connect Health & Community
DPV Health
EACH
Inspiro
IPC Health
Latrobe Community Health Service
Link Health & Community
Nillumbik Community Health Service
North Richmond Community Health Care Centre
Star Health
Sunbury Community Health Centre
Sunraysia Community Health Services
Your Community Health

Appendix Two- Remuneration

<u>Classification</u>		<u>1-Jul-16</u>	<u>1-May-18</u>	<u>1-May-19</u>	<u>1-May-20</u>	<u>1-May-21</u>
<u>Dental Therapist/Hygienist Level 1 (Progression Based on Employer PMP)</u>	<u>Graduate</u>	<u>\$50,830</u>	<u>\$52,482</u>	<u>\$54,056</u>	<u>\$55,678</u>	<u>\$57,348</u>
	<u>1a</u>	<u>\$52,068</u>	<u>\$53,760</u>	<u>\$55,373</u>	<u>\$57,034</u>	<u>\$58,745</u>
	<u>1b</u>	<u>\$54,982</u>	<u>\$56,769</u>	<u>\$58,472</u>	<u>\$60,226</u>	<u>\$62,033</u>
	<u>1c</u>	<u>\$57,957</u>	<u>\$59,841</u>	<u>\$61,636</u>	<u>\$63,485</u>	<u>\$65,389</u>
<u>Dental Therapist/Hygienist Level 2 (Progression Based on Employer PMP)</u>	<u>2a</u>	<u>\$60,437</u>	<u>\$62,401</u>	<u>\$64,273</u>	<u>\$66,201</u>	<u>\$68,187</u>
	<u>2b</u>	<u>\$63,412</u>	<u>\$65,473</u>	<u>\$67,437</u>	<u>\$69,460</u>	<u>\$71,544</u>
	<u>2c</u>	<u>\$66,326</u>	<u>\$68,482</u>	<u>\$70,536</u>	<u>\$72,652</u>	<u>\$74,832</u>
	<u>2d</u>	<u>\$69,361</u>	<u>\$71,615</u>	<u>\$73,764</u>	<u>\$75,977</u>	<u>\$78,256</u>
	<u>2e</u>	<u>\$72,338</u>	<u>\$74,689</u>	<u>\$76,930</u>	<u>\$79,238</u>	<u>\$81,615</u>
<u>Level 3 (By Appointment Only)</u>	<u>=</u>	<u>\$73,145</u>	<u>\$75,522</u>	<u>\$77,788</u>	<u>\$80,122</u>	<u>\$82,525</u>
	<u>=</u>	<u>\$75,376</u>	<u>\$77,826</u>	<u>\$80,160</u>	<u>\$82,565</u>	<u>\$85,042</u>
	<u>=</u>	<u>\$77,607</u>	<u>\$80,129</u>	<u>\$82,533</u>	<u>\$85,009</u>	<u>\$87,559</u>
<u>Level 4 (By Appointment Only)</u>	<u>=</u>	<u>\$84,116</u>	<u>\$86,850</u>	<u>\$89,455</u>	<u>\$92,139</u>	<u>\$94,903</u>

NOTE: A 17.5% annual leave loading (capped to a rate of Therapist/Hygienist Level 2, sub point 2 (Level2b)) has been built into the salary rates provided above

Appendix Three – Salary Progression Criteria Table

Progression Criteria /Key Performance Indicators)	Therapist/Hygienist Graduate	Therapist/Hygienist Level 1	Therapist/Hygienist Level 2
Clinical competency (To be considered in conjunction with 'Competencies' section in the proposed Therapist/Hygienist Classification Structure. Agencies may wish to establish a formal clinical review process to assess achievement of this indicator).	<ul style="list-style-type: none"> • Undertake a clinical role associated with basic diagnostic and treatment skills together with the ability to recognise clinical limitations 	<ul style="list-style-type: none"> • In addition to Graduate skills, • Independently provide a range of services to a broader client base, including those with disability and or more complex medical histories, with greater efficiency 	<ul style="list-style-type: none"> • In addition to Level 2 skills, • Provide dental care under most difficult clinical situations, and rarely requiring support and advice from more experienced clinicians • Where required, should act as a mentor to less experienced staff
Service quality	<ul style="list-style-type: none"> • Provide clinical care consistent with organisation policies, standards and guidelines • Comply with dental record standards • Undertake appropriate patient referrals • Participate in the review and continuous improvement of the quality of clinical care including contribution to external accreditation processes 	<ul style="list-style-type: none"> • In addition to Graduate requirements, • Actively participate in the review and continuous improvement of the quality of clinical care including contribution to external accreditation processes 	<ul style="list-style-type: none"> • In addition to Level 1 requirements, • Provide clinical support and advice to students, dental staff and less experienced Therapist/Hygienists, including conducting of clinical reviews
Dental Public Health	<ul style="list-style-type: none"> • Demonstrate basic knowledge and understanding of dental public health principles 	<ul style="list-style-type: none"> • Demonstrate developing knowledge and understanding of dental public health principles 	<ul style="list-style-type: none"> • Demonstrate a high level of understanding dental public health principles, including the capacity to impart such knowledge to less experienced dental staff

Progression Criteria /Key Performance Indicators)	Therapist/Hygienist Graduate	Therapist/Hygienist Level 1	Therapist/Hygienist Level 2
Productivity	<ul style="list-style-type: none"> • Achieve productivity benchmarks in accordance with employer policies and guidelines 	<ul style="list-style-type: none"> • Achieve productivity benchmarks in accordance with employer policies and guidelines 	Achieve productivity benchmarks in accordance with employer policies and guidelines
Infection control	<ul style="list-style-type: none"> • Comply with infection control policy and guidelines • Demonstrate knowledge and understanding of guidelines 	<ul style="list-style-type: none"> • As per Graduate and • Demonstrate interest and commitment in the implementation and maintenance of infection control policy and protocol 	<ul style="list-style-type: none"> • As per Level 1 and • Assist in the implementation and maintenance of infection control policy and protocol, including identification of gaps and potential areas for improvement
Occupational health and safety	<ul style="list-style-type: none"> • Comply with occupational health and safety policy and guidelines • Demonstrate knowledge and understanding of guidelines 	<ul style="list-style-type: none"> • As per Graduate and • Demonstrate interest and commitment in the implementation and maintenance of occupational health and safety policy and protocol 	<ul style="list-style-type: none"> • As per Level 1 and • Assist in the implementation and maintenance of occupational health and safety policy and protocol, including identification of gaps and potential areas for improvement
Teamwork and communication	<ul style="list-style-type: none"> • Demonstrate ability to work within a team and exercise sound communication skills • Demonstrate flexibility in terms of task performance, (and work location and hours of work where appropriate) 	<ul style="list-style-type: none"> • As per Graduate and • Foster sound teamwork among dental program staff and other agency staff 	<ul style="list-style-type: none"> • As per Level 1 and • Demonstrate interpersonal skills in the liaison and networking with relevant professional and community groups

Progression Criteria /Key Performance Indicators)	Therapist/Hygienist Graduate	Therapist/Hygienist Level 1	Therapist/Hygienist Level 2
Customer service	<ul style="list-style-type: none"> • Demonstrate professional manner in dealing with clients and the public, including provision of appropriate responses to client enquiries and complaints • Refer complaints to senior clinicians 	<ul style="list-style-type: none"> • As per Graduate 	<ul style="list-style-type: none"> • As per Level 1 and • Demonstrate potential leadership in facilitating excellent customer service
Administrative/procedural	<ul style="list-style-type: none"> • Comply with administrative tasks as required • Ensure optimal and consistent use of Electronic Patient Management System 	<ul style="list-style-type: none"> • As per Graduate and • Undertake specific projects as required 	<ul style="list-style-type: none"> • As per Level 1 and • Ensure clinic administration tasks are undertaken within designated timelines • Ensure implementation of and adherence to relevant policy and guidelines • Undertake specific projects as required
Professional / personal development	<ul style="list-style-type: none"> • Demonstrate willingness to undertake professional development and continuing education, both work and self sponsored • Provide evidence of CPD as required by DBA 	<ul style="list-style-type: none"> • As per Graduate and • Assist in identification of professional development needs of dental program staff, and the implementation of programs to address such needs 	<ul style="list-style-type: none"> • As per Level 1 and • Identify professional development needs of dental program staff and assist in implementing program to address such needs • Present topics at seminars/meetings conducted by the organisation

Progression Criteria /Key Performance Indicators)	Therapist/Hygienist Graduate	Therapist/Hygienist Level 1	Therapist/Hygienist Level 2
Clinic management	<ul style="list-style-type: none"> • Follow management instructions and contribute to the day to day running of the clinic 	<ul style="list-style-type: none"> • Demonstrated interest in acquisition of clinic/program management skills 	<ul style="list-style-type: none"> • Demonstrated assistance in acquisition of clinic/program management skills

Appendix Four – Flexible Working Arrangements Information Statement

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

- 1 Where an Employee:
 - (a) is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - (b) is a carer within the meaning of the Carer Recognition Act 2010 caring for someone who has a disability, a medical condition (including a terminal or chronic illness), a mental illness or is frail or aged;
 - (c) has a disability;
 - (d) is 55 or older;
 - (e) is experiencing violence from a member of the Employee's family; or
 - (f) provides care or support to a member of the Employee's immediate family, who requires care or support because the member is experiencing violence or abuse from the member's family;they may request the Employer for a change in working arrangements relating to those circumstances.
- 2 To avoid doubt, a request for flexible working arrangements may include a request to work part time upon return to work after taking leave for the birth or adoption of a child to assist the Employee to care for the child.
- 3 An 'Employee' for the purpose of this entitlement means a:
 - (a) part time or full time Employee who has completed at least 12 months of continuous service with the Employer immediately prior to the request; or
 - (b) long term casual Employee who has a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.
- 4 Changes in working arrangements may include but are not limited to hours of work, patterns of work and location of work.
- 5 The request by the Employee must be in writing, set out the change sought and the reasons for the change.
- 6 The Employer must give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request. A request may only be refused on reasonable business grounds as described in the NES.
- 7 Where the Employer refuses the request, the written response must include details of the reasons for the refusal.

9 July 2019

Deputy President Coleman
 Fair Work Commission
 11 Exhibition Street
 Melbourne, VIC 3000

Dear Deputy President

RE: Undertakings - Victorian Stand-Alone Community Health (Dental Therapists, Dental Hygienists and Oral Health Therapists) Enterprise Agreement 2018-2022 (AG2019/377)

I, Stuart McCullough, of 88 Maribyrnong Street Footscray in the State of Victoria, say as follows:

1. I am the Chief Executive Officer of the Victorian Hospitals' Industrial Association (VHIA).
2. VHIA is the bargaining representative of each of the Employers listed in Appendix 1 and who are proposed to be covered by the *Victorian Public Health Sector (Dental Therapists, Dental Hygienists and Oral Health Therapists) Enterprise Agreement 2018 – 2022 (the Agreement)*
3. The VHIA is authorised to give the following undertakings on behalf of each of the Employers, and gives this undertaking on behalf of each of the Employers pursuant to subsection 190(3) of the *Fair Work Act 2009 (the Act)*.
 - a. With respect to Time off in lieu (TOIL) accrued under **subclause 35.1** (Overtime);

Any TOIL balance accrued under subclause 35.1 of the Agreement and which is still outstanding, is to be paid out upon termination of employment.
 - b. With respect to Overtime penalties for work performed on a Saturday and Sunday (**clause 35**);

Overtime duty which is performed between midnight on Friday and midnight on Sunday shall be paid for at the rate of double time.
 - c. With respect to Shift Work allowance (**clause 33**);
 - i. In addition to the Shift Work allowance prescribed in clause 33, an Employee who is classified at Level 1, Pay Point 1c, will be entitled to an additional allowance of \$5 per shift where the shift length is equal to, or greater than, eight (8) hours.

- ii. In addition to the Shift Work allowance prescribed in clause 33, an Employee who is classified at Level 3, pay point 3, will be entitled to an additional allowance of \$10 per shift where the shift length is equal to, or greater than, six (6) hours.



Stuart McCullough
Chief Executive Officer
9 July 2019