ALLIED HEALTH PROFESSIONALS (VICTORIAN COMMUNITY HEALTH CENTRES) (MULTI-EMPLOYER) ENTERPRISE AGREEMENT 2022 - 2026

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This enterprise agreement will be known as the *Allied Health Professionals (Victorian Community Health Centres) (Multi-Employer) Enterprise Agreement 2022-2026*.

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4 Definitions

4.1 **Act** means the *Fair Work Act 2009* (Cth), or its successor.

4.2 **ADO** means accrued day off.

4.3 **Agreement** means the *Allied Health Professionals (Victorian Community Health Centres) (Multi-Employer) Enterprise Agreement 2022-2026*.

4.4 **Aware Super** means Aware Super Pty Ltd, or any successor fund to it.

4.5 **Child** includes an adopted child, step child and ex-nuptial child.

4.6 **Commission** or **FWC** means the Fair Work Commission.

4.7 **Consultation** or **Consult** refers to a genuine opportunity to influence the decision maker, but not joint decision making.

4.8 **Employee** means a person employed by an Employer listed in Appendix One who is employed in any of the classifications set out in this Agreement, except as otherwise defined at clause 66 - Parental Leave.

4.9 **Employer** means an Employer listed in Appendix One.

4.10 **Experience** is as defined at sub-clause 81.4.

4.11 **FFPPOA** means the first full pay period commencing on or after.

4.12 **HESTA** means Health Employees Superannuation Trust of Australia, or any successor fund to it.

4.13 **HSR** means a health and safety representative (including a deputy health and safety representative).

4.14 **Immediate Family** of a person means:

(a) a Spouse, Child, parent, grandparent, grandchild or sibling of the person; or

(b) a child, parent, grandparent, grandchild or sibling of a Spouse of the person.

4.15 **LSL Act** means the *Long Service Leave Act 2018* (Vic).

4.16 **Miscarriage** means a spontaneous loss of an embryo or fetus before a period of gestation of 20 weeks**.**

4.17 **Modern Award** means the *Health Professionals and Support Services Award 2020*.

4.18 **National Employment Standards** or **NES** means Part 2-2 of the Act as amended from time to time.

4.19 **OHS Act** means the *Occupational Health and Safety Act 2004* (Vic), or its successor.

4.20 **Registered Health Practitioner** means an individual who is registered under the Health Practitioner Regulation National Law (as adopted in the applicable State or Territory) to practise a health profession, other than as a student.

4.21 **Significant effect** includes but is not limited to:

(a) termination of employment as a result of the change;

(b) alteration of hours of work and/or reduction in remuneration;

(c) changes to an Employee’s classification, position description or duties or outsourcing;

(d) the need for retraining or relocation / redeployment to another site;

(e) removal of an existing amenity;

(f) changes in the composition or operation of the Employer's workforce or in the skills required; or

(g) the elimination or diminution of job opportunities, promotion opportunities or job tenure.

4.22 **Spouse** includes a person to whom an Employee is married, a de facto partner, former spouse or former de facto spouse of the Employee. A de facto Spouse means a person who lives with the Employee as their partner on a bona fide domestic basis.

4.23 **Stillborn Child** means:

(a) a child who weighs at least 400 grams at delivery or whose period of gestation was at least 20 weeks;

(b) who has not breathed since delivery; and

(c) whose heart has not beaten since delivery.

4.24 **Union** means the Health Services Union. The branch of the Health Services Union entitled to represent the Employees covered by the Agreement is the Health Services Union Victoria No. 3 Branch, trading as the Victorian Allied Health Professionals Association (VAHPA).

4.25 **VHIA** means the Victoria Hospitals' Industrial Association.

4.26 **WIRC Act** means the *Workplace Injury Rehabilitation and Compensation Act 2013 (*Vic).

4.27 **2021 Agreement** means the *Victorian Stand Alone Community Health Centres Allied Health Professionals Enterprise Agreement 2021-2022*.

5 Coverage

5.1 This Agreement covers:

(a) the Employers listed in Appendix One of this Agreement; and

(b) all Employees (as defined in sub-clause 4.8) who are employed by an Employer listed in Appendix One in any of the classifications set out in this Agreement.

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

6 Date and Period of Operation

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

6.2 This Agreement will nominally expire on 1 December 2026.

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

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

7 Savings

Nothing in this Agreement will affect any condition of employment that is superior to any term or condition pursuant to this Agreement which an Employee was entitled to immediately prior to this Agreement coming into effect, except where a condition of employment only arose from the 2021 Agreement and that condition of employment has been expressly varied in this Agreement.

8 No Extra Claims

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

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

9 Anti-Discrimination

9.1 It is the intention of the parties to achieve the principal object in section 3(e) of the Act through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, gender, sexual orientation, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion (religious belief or activity), political opinion (political belief or activity), national extraction or social origin, carer and parental status, employment activity, gender activity, lawful sexual activity, industrial activity, physical features, breastfeeding, expunged homosexual activity, personal association, or any other attributes protected by anti-discrimination legislation.

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

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

(a) any different treatment (or treatment having different effects) which is specifically exempted under Commonwealth or State anti-discrimination legislation;

(b) an Employee, the Employer or the Union, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Australian Human Rights Commission; and

(c) the exemptions in section 351(2) of the Act.

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

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

10.2 This Agreement is not intended to exclude any part of the NES or to provide any entitlement which is detrimental to an Employee's entitlement under the NES. For the avoidance of doubt,

the NES prevails to the extent that any aspect of this Agreement would otherwise be detrimental to an Employee.

10.3 A dispute or grievance that is being considered pursuant to clause 15 of the 2021 Agreement at the time this Agreement commences operation may continue to be considered pursuant to clause 15 of that enterprise agreement.

11 Transfer of Business

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

(a) the continuity of the employment of the employee will be deemed not to have been broken by reason of such transmission; and

(b) the period of employment which the employee has had with the first employer including any previously transferred service will be deemed to be service of the employee with the new employer;

save that where the first employer pays out accrued annual leave and/or long service leave to the employee upon the employee ceasing to be employed by them, this accrued annual leave and/or long service leave is not transferred to the new employer.

12 Posting Agreement

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

PART B – CONSULTATION, DISPUTE RESOLUTION PROCEDURE AND DISCIPLINARY PROCEDURE

13 Consultation Regarding Major Workplace Change

13.1 Consultation regarding major workplace change

(a) Where an Employer proposes a change that may result in:

(i) a Significant Effect on; or

(ii) the termination of the employment of;

an Employee or Employees, the Employer will Consult with the Employee/s, the Union covered by this Agreement and, where relevant, the Employee's other chosen representative.

(b) A proposed change that may result in a Significant Effect, regardless of whether it is permanent or temporary requires Consultation under this clause 13.

(c) The Employer will take reasonable steps to ensure Employees, HSRs (where relevant) and the Union can participate effectively in the Consultation process.

(d) With respect to the process set out in this clause 13:

(i) a change or part of a change referred to at sub-clause 13.1(a) must not be implemented prior to the steps in sub-clauses 13.4 to 13.7 being completed, other than by agreement with the Affected Employee/s and Union; and

(ii) the process in this clause 13 will not be used to prevent or frustrate a change referred to at sub-clause 13.1(a), save that a party raising a dispute alleging non-compliance with this clause 13 does not, of itself, indicate a party is trying to prevent or frustrate the change.

(e) An Employer will complete each step prior to proceeding to the next step in this process in this clause 13 save that nothing prevents an Employer from progressing where the Employer has complied with the relevant requirements of this clause 13 and the Affected Employee/s, the Union, and/or the Employee's other chosen representative (where relevant) have chosen not to participate / respond, despite being given a reasonable opportunity to do so.

13.2 Definitions

Under this clause 13:

(a) **Consultation** or **Consult** refers a genuine opportunity to influence the decision maker, but not joint decision making.

(b) **Significant effect** includes but is not limited to:

(i) termination of employment as a result of the change;

(ii) alteration of hours of work;

(iii) reduction in remuneration;

(iv) changes to an Employee's classification, position description or duties or outsourcing;

(v) the need for retraining or relocation / redeployment to another site;

(vi) removal of an existing amenity;

(vii) changes in the composition or operation of the Employer's workforce or in the skills required; or

(viii) the elimination or diminution of job opportunities, promotion opportunities or job tenure.

(c) **Measures to mitigate or avert** may include but are not limited to:

(i) redeployment where it is reasonable in the circumstances to do so;

(ii) retraining of an Employee or Employees;

(iii) salary maintenance;

(iv) job sharing; and

(v) maintenance of accruals.

13.3 Timeframes

The timeframes for each Consultation step must allow a party to Consultation (including a representative) to genuinely participate in an informed way having regard for all the circumstances including the complexity of the change proposed, and the need for Employee/s and their representative to meet with each other and consider and discuss the Employer's proposal. The following table makes clear the relevant steps for consultation and indicative timeframes for the Consultation process.

Step	Action	Timeframe
1.	Employer provides Change Impact Statement (CIS) and other written material required by sub-clause 13.4	Starting point of consultation
2.	Consultation Meeting/s convened	14 days after step 1 The 'first meeting' at step 2 does not limit the number of meetings for Consultation
3.	Alternative proposal and/or feedback from Employee/s or Union	7 days after step 2
4.	Employer to consider alternative proposal/s consistent with the obligation to consult and advise outcome of Consultation	7 days after step 3

13.4 Change Impact Statement to set out proposed workplace change (Step 1)

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

(i) the details of proposed change;

(ii) the reasons for the proposed change;

(iii) the expected benefit of the change;

(iv) the possible effect on Employees of the proposed change

(v) measures the Employer is considering that may mitigate or avert the effects of the proposed change including occupational health and safety impacts;

(vi) the right of an affected Employee to have a representative including a Union representative;

(vii) where relevant, the current position descriptions that may be affected by the proposed change;

(viii) any proposed new or revised position descriptions;

(ix) the possible effect of the proposed change on affected Employee(s) workload;

(x) where there may be occupational health and safety impacts a risk assessment of the potential effects of the change on the health and safety of Affected Employee/s; and

(xi) other written material relevant to the reasons for the proposed change, excluding material that is commercial in confidence, relates directly to a performance/conduct issue or cannot be disclosed under the *Health Services Act 1988* (Vic) or other legislation.

(b) Concerns as to whether the Change Impact Statement (CIS) complies with sub-clause 13.4 will be raised as soon as reasonably practicable, which may be at a time after step 2 has been completed.

(c) Where the Union requests a meeting prior to the step 2 to clarify the proposed change or to obtain any of the information required to be provided as part of step 1 or step 2, the Employer will meet with the Union in a reasonable timeframe.

13.5 Meeting (Step 2)

As part of the Consultation process, the Employer will meet with the Employee/s, the Union covered by this Agreement and any other nominated representative/s (if any) to discuss:

(a) the proposed change and its effect; and

(b) any proposals to mitigate or avert the effects of the proposed change.

13.6 Response (Step 3)

The Affected Employee/s, the Union and other representative (where relevant) may provide feedback on the proposed changes, and/or submit alternative proposal/s which will take into account the intended objective and benefits of the proposal. Feedback and alternative proposals should be submitted in a timely manner so that unreasonable delay may be avoided.

13.7 Amendment to proposal – outcome of consultation (Step 4)

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

(a) whether the Employer intends to proceed with the change proposal and, if so, when, which will not be less than seven (7) days from the date of the written advice;

(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, the Union and their representatives, including any alternative proposal, have been taken into account.

13.8 Consultation disputes

(a) Any dispute regarding the obligations under this clause 13 will be dealt with under the Dispute Resolution Procedure at clause 15 of this Agreement.

(b) Where a consultation dispute is raised in accordance with clause 15 of the Agreement, the obligations at sub-clauses 15.3 and 15.7 apply including:

(i) the parties to the dispute and their representatives must genuinely attempt to resolve the dispute through the processes set out in clause 15 and must cooperate to ensure that these processes are carried out expeditiously; and

(ii) while the dispute resolution procedure is being conducted work will continue normally according to the usual custom or practice that existed before the dispute, until the dispute is resolved (meaning the change referred to in sub-clause 13.1(a) is not to be implemented while the dispute is unresolved, subject to sub-clause 13.8(d)).

(c) Where an Employer has implemented a change and a dispute is notified alleging the Employer's failure to consult in accordance with clause 13, the Employer will reverse the change and restore the status quo that existed before the change was implemented, except where:

(i) the Employer:

(A) disputes the alleged failure to consult in accordance with clause 13; and

(B) makes an application to the Commission in accordance with sub-clause 13.8(d) within seven (7) days of the dispute being notified;

in which case the requirement to reverse the change does not apply until the matter is dealt with under sub-clause 13.8(d); or

(ii) the Employer has completed step 3 of the consultation process and issued the written notification in sub-clause 13.7(a) and the Affected Employee/s, the Union, and/or the Employee's other chosen representative (where relevant) have not notified or escalated a dispute (including to the Commission) within seven (7) days of this written notification; or

(iii) the Affected Employee/s and the Union agree in writing the change is not required to be reversed.

(d) A party may seek an interim decision or, by agreement with the parties to the dispute, a recommendation of the Commission, in accordance with sub-clause 15.6(d), including where an Employer has made an application referred to in sub-clause 13.8(c)(i) regarding the reversal of an implemented change referred to in sub-clause 13.1(a) (in whole or part) while the dispute is being resolved. The Commission may consider:

(i) the impact of reversing and not reversing the change on the Employer and Affected Employees;

(ii) whether the Employer has complied with the steps at sub-clauses 13.4 to 13.7 of this Agreement;

(iii) whether a party to the dispute has complied with sub-clause 15.3 and 15.7; and

(iv) any other matter the Commission considers relevant.

13A Consultation About Changes to Rosters or Hours of Work

13A.1 Where an Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must Consult with the Employee or Employees affected and their representatives, if any, about the proposed change.

13A.2 The Employer must:

(a) provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence);

(b) invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and

(c) give consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives.

13A.3 The requirement to consult under clause 13A does not apply where an Employee has irregular, sporadic or unpredictable working hours.

13A.4 These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

13B Consultation When Engaging Contractors

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

13C Consultation - Parental Leave or Other Absence

For the avoidance of doubt, the obligation to Consult under clause 13, 13A and 13B includes those who are absent on leave, including parental leave.

14 Redundancy

14.1 NES

Redundancy entitlements are prescribed by the NES.

14.2 Consultation

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

(i) retraining of an Employee or Employees;

(ii) salary maintenance in addition to that in sub-clause 14.3;

(iii) job sharing; and

(iv) maintenance of accruals.

(b) Additional measures that must be considered to mitigate or avert the proposed Redundancy include preparation of job applications, interview coaching, funding of independent financial advice regarding redundancy package and career planning or employment services. Where a request is made by an Employee for the Employer to provide the support services listed in this sub-clause 14.2(b), the request will not be unreasonably refused by the Employer.

14.3 Transfer to lower paid duties

Where an Employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated and the Employer may, at the Employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing. Nothing in this clause 14 will limit the right of an Employee to claim redundancy pay under sub-clause 14.7 on the basis that the role to which the Employee has been transferred is not acceptable employment consistent with the Act.

14.4 Employee leaving during notice period

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause 14 had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

14.5 Job search entitlement

(a) An Employee given notice of termination in circumstances of redundancy must be allowed up to one (1) days' 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 (1) day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose, a statutory declaration is sufficient.

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

14.6 Effect of this provision

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

14.7 Redundancy

(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

(b) Redundancy pay is calculated on the Employee's base rate of pay for:

(i) the Employee's hours of work at the time of the redundancy; or,

(ii) the Employee's average weekly hours of work over the preceding twelve (12) months;

whichever is more favourable to the Employee.

14.8 Exclusions and variations

Nothing in this clause 14 will affect any right to apply, exclusion, right or limit contained in the NES concerning redundancy provided at sections 120 to 123 of the Act.

14.9 Alternatives to redundancy

(a) Before termination of employment due to redundancy occurs, the Employer will 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 will:

(i) identify existing vacancies and consider whether it may be reasonable to redeploy the Employee to a vacant role; and

(ii) advise the Employee in writing, identifying whether there are, in its view, any roles into which the Employee may reasonably be redeployed.

(c) The Employee may:

(i) require the Employer to disclose all the vacancies regardless of whether the Employer believes it would be reasonable to redeploy the Employee to those role/s; and / or

(ii) meet the Employer to discuss whether it would be reasonable to redeploy them to any of the vacant positions.

(d) Nothing in sub-clause 14.9 will prevent either party from disputing whether it would be reasonable in all the circumstances to redeploy the Employee.

(e) Where an Employee facing redundancy expresses an interest in a vacant position, the Employee will be interviewed by the Employer for that position.

14.10 Redeployment on Parental Leave

(a) Where, following the consultation in sub-clause 13.1, an Employee is on parental leave when the Employee's role is declared redundant, the Employer will inform the Employee in writing that:

(i) the role is redundant; and

(ii) the Employee may defer attempts to redeploy them until they have returned to work from parental leave.

(b) Where the Employee notifies the Employer that they wish to defer attempts to redeploy them until they have returned to work from parental leave, the Employer will defer attempts to redeploy the Employee until they return to work from parental leave.

(c) Where an Employee elects to be redeployed and accepts redeployment into a vacant position, the Employer will redeploy them to that position. In such a circumstance, the Employer will not require the Employee to vary the length of the parental leave and the Employee's right to request an extension to parental leave under sub-clause 66.13 is not affected.

14.11 Counselling and Support Services

An affected Employee will be given access to counselling and support services through the Employer's Employee Assistance (EAP) Program.

15 Dispute Settling Procedures

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

(a) this Agreement;

(b) the National Employment Standards;

(c) a request to extend parental leave beyond an initial 12 months in accordance with section 76 of the Act; or

(d) a request for flexible working arrangements in accordance with section 65 of the Act.

15.2 Right of representation

A party to the dispute may appoint another person, organisation or association (including a Union or employer organisation) to accompany or represent them in relation to the dispute at any time. A representative, including a Union or employer representative, may initiate the dispute.

15.3 Obligations

The parties to the dispute and their representatives must genuinely attempt to resolve the dispute through the processes set out in this clause 15 and must cooperate to ensure that these processes are carried out expeditiously.

15.4 Internal process

(a) The parties will attempt to resolve the dispute at the workplace as follows:

(i) in the first instance by discussions between the:

(A) Employee/s, the Union and/or another representative (where applicable); and

(B) the relevant supervisor/manager and/or other relevant representative of the Employer including a human resources (however described) representative, who is authorised to resolve the dispute; and

(ii) if the dispute is still unresolved, by discussions between the:

(A) Employee/s, the Union and/or another representative (where applicable); and

(B) more senior representative(s) of the Employer;

save that where a person in sub-clause 15.4(a)(i)B does not have authorisation to resolve the dispute, the dispute will progress directly to sub-clause 15.4(a)(ii) without the need for the discussions at sub-clause 15.4(a)(i).

(b) The discussions at sub-clause 15.4(a) will take place within fourteen (14) days:

(i) or such longer period as is reasonable; or

(ii) in the case of a collective dispute under sub-clause 15.8, as soon as is practicable within the fourteen (14) day period.

(c) Where a party believes the requirements of sub-clause 15.4 have not been complied with, they should notify the other party of their concern in writing as soon as practicable.

(d) Discussions include, but are not limited to, discussion in person, discussion over the phone, discussion via a video conference, discussion via email and/or discussion in writing, save that a party will not unreasonably refuse to discuss the matter in person where practicable and having regard for the obligations at sub-clause 15.3.

15.5 Disputes of a Collective Character

(a) Disputes of a collective character may be dealt with more expeditiously by an early reference to the Commission. However, no dispute of a collective character may be referred to the Commission directly without a genuine attempt to resolve the dispute at the workplace level through the discussions referred to at sub-clause 15.4(a)(ii). Specifically, through discussions between the:

(i) Employee/s, the Union and/or another representative (where applicable); and

(ii) senior levels of management (which may include a human resource representative (however described)).

(b) The discussions will take place as soon as is practicable, subject to it being within fourteen days of the dispute being notified (see sub-clause 15.4(b)(ii) above).

(c) A party to a dispute of a collective character is entitled to bypass the step at sub-clause 15.4(a)(i).

15.6 Referral to the Commission

(a) If a dispute cannot be resolved at the workplace, including because:

(i) the discussions at sub-clause 15.4(a) have not resolved the dispute;

(ii) a party has not participated in discussions at the workplace;

(iii) after the discussion at sub-clause 15.4 (a)(i) and before a discussion at 15.4 (a)(ii) a party to the dispute indicates that their position is unchanged; or

(iv) a person at sub-clause 15.4 (a)(i) has not met the requirements of sub-clause 15.3;

it may be referred by a party to the dispute or representative to the Commission for conciliation and, if the matter in dispute remains unresolved, arbitration.

(b) The Commission member that conciliated the dispute will not arbitrate the dispute if a party objects to the member doing so.

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

(d) Where an application to the Commission has been made in accordance with clause 13 about an alleged dispute (including a consultation dispute), a party (or representative) may seek an interim decision in accordance with section 589 of the Act about whether a party has complied with sub-clause 15.3 and 15.6 of this Agreement.

15.7 Work to Continue in accordance with Custom and Practice

While the dispute resolution procedure is being conducted work will continue normally according to the usual custom or practice existing before the dispute arose until the dispute is resolved. No party will be prejudiced by the continuation of work. Health and safety matters are exempted from this sub-clause 15.7.

15.8 Dispute Settlement Facilitation

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

(i) investigating the circumstances of the dispute; and

(ii) participating in the processes to resolve the dispute, including attendings meetings, conciliation and arbitration.

(b) An Employee who is part of the dispute will be released by the Employer from normal duties as is reasonably necessary to enable them to participate in this dispute settling procedure so long as it does not unduly affect the operations of the Employer.

15.9 Conduct of matters before the Commission

(a) Subject to any agreement between the parties to the dispute in relation to a particular dispute or grievance and the provisions of this clause 15, in dealing with a dispute or grievance through conciliation or arbitration, the Commission will conduct the matter in accordance with sections 577, 578 and Subdivision B of Division 3 of Part 5-1 of the Act.

(b) For the avoidance of doubt, nothing in this clause 15 affects the operation of section 596 of the Act.

16 Performance Management

16.1 Application of this clause and definitions

(a) Where an Employer wishes to deal with performance issues of an Employee, they will be dealt with in accordance with this clause 16 and must be dealt with as soon as practicable following the Employer becoming aware of the Performance issue.

(b) **Definitions**

(i) **Performance** means the manner in which the Employee fulfils their job requirements. The level of performance is determined by an Employee's knowledge, skills, qualifications, abilities and the requirements of the role.

(ii) **Misconduct** means an Employee's intentional or negligent failure to abide by or adhere to the standards of conduct reasonably expected by the Employer. A Performance issue can be considered misconduct where, despite all reasonably

practicable interventions by the Employer (including the Employer following the process in this clause 16), the Employee is unable to fulfil all or part of their job requirements to a satisfactory level.

(c) Where an Employer has concerns about a Performance issue that may constitute Misconduct, they will be dealt with in accordance with clause 17. Where this occurs, the Performance management process in sub-clauses 16.3(c)(iv), (d) and (e) will still apply where appropriate.

16.2 Informal

Where the Employer has concerns about an Employee's Performance, the Employer will, wherever appropriate, deal with these concerns through informal discussions with the Employee when these concerns first arise. The Employer will provide a written record of the discussions to the Employee (which can be in the form of an email), including a clear outline of the concerns with the Employee's Performance, and support the Employee in rectifying the concerns. The Employee will be given a reasonable opportunity to address the performance concerns.

16.3 Formal

(a) Where the Employee's work Performance is not at an acceptable standard following the process in sub-clause 16.2 or it was not appropriate to deal with the concerns informally, the Employer may initiate a formal Performance management process.

(b) The Employer will provide to the Employee in writing:

(i) details of the Performance concerns including, where relevant, material that supports those concerns; and

(ii) notice of the Employee's right to be represented by a Union or other representative.

(c) The Employer will:

(i) meet with the Employee and, where relevant, the Employee's representative, to discuss the concerns;

(ii) ensure the Employee is provided with a reasonable opportunity to answer any concerns including a reasonable time to respond;

(iii) give genuine consideration to any response or matters raised by an Employee's response; and

(iv) if a performance management plan is proposed, consult with the Employee and the Employee's representative on the content of the plan.

(d) Where, having considered the Employee's response, the Employer reasonably believes, based on the Employee's Performance, that a Performance management plan is appropriate, the Employer will:

(i) provide the Performance management plan to the Employee in writing following the consultation referred to at sub-clause 16.3(c)(iv) above, identifying which aspects of the Employee's Performance are unsatisfactory and the required level of performance which must be reasonable; and

(ii) provide the Employee with a reasonable opportunity to address any concerns over a reasonable time.

(e) The Employer will provide ongoing feedback on the Employee's performance during this period, including if the Employee's Performance is not improving to a satisfactory

standard, and will provide the Employee with all reasonable support, counselling and training.

16.4 Preceding Performance issue

Where a period of 12 months elapses without the Employee repeating the Performance issue, the Employer cannot rely on the preceding Performance issue for the purposes of this clause 16 or clause 17.

16.5 Disputes

A dispute over this clause 16 is to be dealt with in accordance with the Dispute Resolution Procedure of this Agreement (clause 15).

17 Discipline

17.1 Definitions

(a) **Conduct** means the manner in which the Employee behaviour impacts on their work.

(b) **Misconduct** means an Employee's intentional or negligent failure to abide by or adhere to the standards of conduct reasonably expected by the Employer. A performance issue can be considered misconduct where, despite all reasonably practicable interventions by the Employer (including the Employer following the process in clause 16), the Employee is unable to fulfil all or part of their job requirements to a satisfactory level.

(c) **Performance** means the manner in which the Employee fulfils their job requirements. The level of performance is determined by an Employee's knowledge, skills, qualifications, abilities and the requirements of the role.

(d) **Serious Misconduct** is as defined under the Act and that is both wilful and deliberate. Currently the Act defines serious misconduct, in part, as:

(i) wilful or deliberate behaviour by an Employee that is inconsistent with the continuation of the contract of employment;

(ii) conduct that causes serious and imminent risk to:

(A) the health or safety of a person; or

(B) the reputation, viability or profitability of the Employer's business.

Conduct that is serious misconduct includes each of the following:

(iii) the Employee, in the course of the Employee's employment, engaging in:

(A) theft;

(B) fraud;

(C) assault; or

(D) sexual harassment;

(iv) the Employee being intoxicated at work;

(v) the Employee refusing to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment.

Sub-clauses 17.1(d)(iii) to 17.1(d)(v) do not apply if the Employee is able to show that, in the circumstances, the conduct engaged in by the Employee was not conduct that made employment in the period of notice unreasonable.

17.2 Disciplinary matters

(a) Where an Employer has concerns it alleges may warrant disciplinary action about:

(i) the Conduct of an Employee; or

(ii) a Performance issue of an Employee that may constitute Misconduct;

the procedure in this clause 17 will apply, except where it is appropriate to deal with the matter informally and without record.

(b) The Employer will deal with and notify the Employee in accordance with sub-clause 17.2 as soon as practicable following the Employer becoming aware of the alleged concerns at sub-clause 17.2(a).

17.3 Investigative procedure

The Employer will advise the Employee in writing of the concerns and / or any allegation and conduct a fair investigation having proper regard to procedural fairness and the factors set out below in this clause 17.

17.4 Important procedural factors

(a) An Employee is entitled to be represented by a person or organisation of their choice including a Union. A reasonable opportunity is to be provided for a support person or representative of the Employee's choice to attend all interviews or meetings conducted by the Employer with the Employee.

(b) The Employer must take all reasonable steps to give the Employee a reasonable opportunity to answer any concerns or allegations.

(c) The reason for any interview is to be explained.

(d) The Employee is to be provided with any material which forms the basis of the concerns and any allegation against them and given a reasonable time to respond.

(e) If the Employee raises an issue in response to the Employer's concerns or allegations that warrants further investigation, the Employer will take reasonable steps to investigate the matter. This will include interviewing witnesses identified by the Employee where possible. Where any further investigation results in additional materials (including witness statements) that material will be provided to the Employee.

17.5 Disciplinary procedure

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

17.6 Considerations

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

(a) whether there is a valid reason related to the Performance issue that may constitute Misconduct or Conduct of the Employee arising from the investigation justifying the disciplinary process;

(b) whether the Employee knew or ought to have known that the Performance issue that may constitute Misconduct or Conduct was below acceptable standards; and

(c) any explanation by the Employee relating to the Performance issue that may constitute Misconduct or Conduct.

17.7 Possible outcomes

(a) Where it is determined after following the procedures in this clause 17 that disciplinary action is warranted, the Employer may take any of the following steps depending on the seriousness of the Conduct or Performance issue that constitutes Misconduct:

(i) counsel the Employee, with the counselling not recorded on the Employee's personnel file;

(ii) counsel the Employee, with the counselling recorded on the Employee's personnel file;

(iii) give the Employee a first warning, which will be verbal and a record of the warning recorded on the personnel file;

(iv) give the Employee a second written warning in the event that the Employee has previously been given a first warning within the previous 12 months for that course of Conduct or Performance issue that constitutes Misconduct;

(v) give the Employee a final (third) written warning in the event that the Employee has previously been given a second written warning within the preceding 18 month period for that course of Conduct or Performance issue that constitutes Misconduct;

(vi) terminate the Employee on notice in the case of an Employee who repeats a course of Conduct or Performance issue that constitutes Misconduct for which a final (third) warning was given in the preceding 18 months; or

(vii) terminate the Employee without notice where the conduct is Serious Misconduct (as defined for the purposes of the Act) that is wilful and deliberate.

(b) In case of Misconduct warranting termination, either summarily or on notice, the Employer may instead issue the Employee with a final (third) warning without following the steps in sub-clauses 17.7(a)(i) to (a)(iv) above. Where, following the process in this clause 17, it has been determined that the Misconduct has occurred again and disciplinary action is warranted, the Employer may then terminate the Employee with or without notice.

(c) The Employer's decision and a summary of its reasons will be notified to the Employee in writing.

(d) If after any warning, a period of 12 or 18 months elapses (as relevant) without the Employee repeating a course of Conduct or Performance issue for which the preceding warning or counselling was given, the Employer cannot rely on the preceding warning or counselling for the purpose of issuing a further warning and all adverse reports relating to the warning must be removed from the Employee's personnel file.

(e) A dispute over clause 17 is to be dealt with in accordance with the Dispute Settling procedure of this Agreement.

17.8 Confidentiality

(a) Disciplinary matters will be addressed confidentially, except to the extent necessary to ensure that the requirements of this Agreement are met including the provision of material that provides the basis of the concerns and the provision of a response as provided at sub-clauses 17.4(b) and 17.5 respectively.

(b) Where the Employee believes that evidence should be obtained from individuals who have knowledge of the complaint the Employee or their representative will advise the Employer, who will take reasonable steps to obtain the evidence.

17.9 Exception - Employees who have not completed a minimum period of employment with their Employer

Where an Employee has not completed a period of employment with their Employer of at least the minimum employment period defined at section 383 of the Act, and the Employer is considering the termination of the Employee's employment, the Employer will:

(a) provide the concerns in writing to the Employee as soon as practicable following the Employer becoming aware of the alleged concerns;

(b) advise the Employee of their right to have a representative, including a Union representative, represent them;

(c) other than in the case of Serious Misconduct, provide the Employee an opportunity to improve their Performance or Conduct;

(d) meet with the Employee (and, where relevant, their representative); and

(e) consider any explanation by the Employee including any matters raised in mitigation before making a decision to terminate the employment.

The terms of sub-clauses 17.3 to 17.8 inclusive do not apply to Employees within the scope of the exception in this sub-clause 17.9.

18 Individual Flexibility Arrangement

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

(a) arrangements for when work is performed;

(b) overtime rates;

(c) penalty rates;

(d) allowances; and

(e) leave loading.

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

18.3 The Employer must ensure that the terms of the individual flexibility arrangement:

(a) are about permitted matters under section 172 of the Act; and

(b) are not unlawful terms under section 194 of the Act.

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

(a) be confined to a variation in the application of one (1) or more of the terms listed in sub-clause 18.1; and

(b) result in the Employee being better off overall than the Employee would have been if no individual flexibility agreement had been agreed to.

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

(a) be in writing, name the parties to the agreement and be signed by the Employer and the individual Employee and, if the Employee is under 18 years of age, the Employee’s parent or guardian;

(b) state each term of this Agreement that the Employer and the individual Employee have agreed to vary;

(c) detail how the application of each term has been varied by agreement between the Employer and the individual Employee;

(d) detail how the agreement results in the individual Employee being better off overall in relation to the individual Employee's terms and conditions of employment; and

(e) state the date the agreement commences to operate.

18.6 The Employer must give the individual Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to and keep the agreement as a time and wages record.

18.7 Where the Employer seeks to enter into an agreement, it must provide a written proposal to the Employee. Where the Employee's understanding of written English is limited, the Employer must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.

18.8 The agreement may be terminated:

(a) by giving not more than 28 days written notice to the other party; or

(b) at any time, by written agreement between the Employer and the individual Employee.

18.9 The right to make an agreement pursuant to this clause 18 is in addition to, and is not intended to otherwise affect, any provision for an agreement between the Employer and an individual Employee contained in any other term of this Agreement.

18.10 The Employee may appoint a representative for the purposes of the procedure in this clause 18, including the Union. Except as provided in sub-clause 18.5(a) the arrangement must not require the approval or consent of a person other than the Employer and the individual Employee.

19 Flexible Work Arrangements

19.1 The Act entitles specified Employees to request flexible working arrangements in specified circumstances. The specified Employees are:

(a) full time or part Employees with at least 12 months continuous service; and

(b) long term casual Employees (a casual Employee who immediately before making the request has been employed by the Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months and has a reasonable expectation of continuing employment by the Employer on a regular and systematic basis).

19.2 The specified circumstances are the Employee:

(a) is pregnant;

(b) is the parent, or has responsibility for the care, of a child who is of school age or younger;

(c) is a carer within the meaning of the *Carer Recognition Act 2010* (Cth) caring for someone who has a disability, a medical condition (including a terminal or chronic illness), a mental illness or is frail or aged;

(d) has a disability;

(e) is 55 or older;

(f) is experiencing symptoms of menstruation or menopause;

(g) is undergoing fertility treatment;

(h) is experiencing family and domestic violence; or

(i) provides care or support to a member of the Employee's Immediate Family, who requires care or support because the member is experiencing family and domestic violence.

19.3 A request for a flexible work arrangement includes (but is not limited to) 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.

19.4 Changes in working arrangements may include but are not limited to hours of work, patterns of work and location of work.

19.5 A request by an Employee for a change in working arrangements relating to the circumstances at sub-clause 19.2 must be in writing, set out the change sought and set out the reasons for the change.

19.6 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.

19.7 An Employee or Employer may choose to be represented at a meeting under sub-clause 19.6 by a representative including a Union or VHIA.

19.8 The Employer must give the Employee a written response to the request within 21 days.

19.9 The response must:

(a) state that the Employer grants the request;

(b) if, following discussion between the Employer and Employee, the Employer and Employee agree to a change to the Employee's working arrangements that differs from that set out in the request – set out the agreed change; or

(c) state that the Employer refuses the request.

19.10 Where the Employer refuses the request, the written response must include:

(a) details of the reasons for the refusal;

(b) the Employers particular business grounds for refusal and an explanation of how these grounds apply to the Employee's request;

(c) either:

(i) set out the changes (other than the requested change) in the Employee's working arrangements that would accommodate, to any extent, the circumstances of the Employee and that the Employer would be willing to make; or

(ii) state that there are no such changes; and

(d) set out the effect of sub-clause 19.12, including if a dispute is referred to the Commission.

19.11 The Employer may refuse the request only if:

(a) the Employer has:

(i) discussed the request with the Employee; and

(ii) genuinely tried to reach an agreement with the Employee about making changes to the Employee's working arrangements to accommodate the Employee's circumstances;

(b) the Employer and the Employee have not reached such an agreement;

(c) the Employer has had regard to the consequences of the refusal for the Employee; and

(d) the refusal is on reasonable business grounds.

19.12 The dispute resolution procedure in the Agreement will apply to any dispute / grievance arising in relation to a request for flexible working arrangements, including a refusal on reasonable business grounds.

19.13 Where an Employee wishes to end a flexible work arrangement in a manner other than as provided in the flexible work arrangements itself, this can occur by agreement between the Employee and the Employer, save that the Employer will not unreasonably withhold agreement.

19.14 Other entitlements relevant to family violence can be found at clause 62 (Family Violence Leave).

PART C – TYPES OF EMPLOYMENT AND TERMINATION

20 Types of Employment

20.1 Types of Employment

(a) Employees covered by this Agreement may be employed in any one of the following categories:

(i) full-time Employees (sub-clause 20.2);

(ii) part-time Employees (sub-clause 20.3);

(iii) fixed term or temporary Employees (sub-clause 20.4);

(iv) casual Employees (sub-clause 20.5); or

(v) Employees with limited tenure (sub-clause 20.6).

(b) At the time of engagement, the Employer will inform each Employee of the terms of their engagement, and in particular, whether they are to be full-time, part-time, fixed term or temporary Employees, casual Employees or Employees with limited tenure.

20.2 Full-time employment

Except as provided in clause 41 – Hours of work, an Employee who is required by the Employer to work full-time and is ready, willing and available to work the full number of hours as required by the Employer, will be paid the full weekly wage as prescribed by this Agreement irrespective of the number of hours worked not exceeding 38.

20.3 Part-time employment

(a) The Employer may employ part-time Employees in any classification in this Agreement. The minimum period of engagement of a part-time Employee is three (3) hours per ordinary shift.

(b) A part-time Employee is a person who:

(i) works less than full-time hours of 38 per week (or less than 76 hours in a fortnight);

(ii) has reasonably predictable hours of work; and

(iii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time Employees who do the same kind of work.

(c) Pattern of Work

(i) Before a person commences part-time employment, the Employer and the future part-time Employee will agree in writing on the following matters:

(A) regular pattern of work, 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 each day.

(ii) The Employer will ensure that the Employee's letter of offer/contact of employment required to be provided in accordance with clause 22 includes the agreed information in sub-clauses 20.3(c)(i)(A) to (C).

(iii) Any variation to the regular pattern of work must be by agreement between the Employer and Employee and will be recorded in writing.

(d) Additional Ordinary Hours for Part-time Employee by agreement only

(i) A part time Employee cannot be required to work additional ordinary hours except by agreement.

(ii) An offer of additional hours to a part time Employee at the applicable ordinary rates for the time worked, must be within the limits prescribed by this Agreement.

(iii) A part time Employee is entitled to decline an offer of additional ordinary hours.

(iv) Where a part-time Employee is directed by the Employer to work additional hours or works hours in excess of 38 in a week, overtime rates will apply.

(v) In the event of a dispute as to whether a part time Employee agreed to work additional ordinary hours, evidence of that agreement must be in writing, such as an email, text or other electronic message, otherwise the additional hours must be paid as overtime.

(e) Part-time Review of Hours

(i) Where over a period of 26 weeks or more a part-time Employee regularly and systematically works more than their contracted hours, the Employer or the Employee may request in writing a contract variation reflecting that the Employee's hours have increased on a permanent basis (including conversion to a full-time Employee). Such a request will not be unreasonably refused by the Employer.

(ii) Where the Employer makes the request under sub-clause 20.3(e)(i), at the time of making the request the Employer will also notify the Employee in writing of their obligations under this sub-clause 20.3(e).

(iii) An Employee will not be considered to be regularly and systematically rostered if the shifts the Employee has been working are replacing an absent Employee (for example parental leave, long service leave, workers' compensation or personal leave) or a temporary flexible work arrangement.

(iv) A written response will be provided no later than 21 days from the date of a request (by either an Employee or Employer). If the Employee fails to give the Employer a written response in accordance with this sub-clause 20.3(e)(iv), the Employee is deemed to have provided a response declining the offer.

(v) Where the request is refused by the Employer:

(A) the written response will include reasons for the refusal;

(B) an Employee may request that the Employer provides any evidence relied upon in making a determination under this sub-clause 20.3(e); and

(C) where a dispute arises in relation to the response by the Employer it will be dealt with in accordance with Clause 15 (Dispute Resolution Procedure).

(vi) Where the request is granted, the Employee will be provided with a variation by the Employer setting out the revised employment arrangements reflecting those hours worked on a regular and systematic basis as described in sub-clauses 20.3(e)(i) and (iii) above or as otherwise agreed.

(f) Part-time Employees will be paid at an hourly rate equal to 1/38th of the weekly wage appropriate to the Employee's classification. Accrued paid leave entitlements for part time Employees accrue on a pro rata basis, including on additional ordinary hours.

20.4 Fixed term or temporary employment

(a) The Employer may employ an Employee either:

(i) as a fixed-term Employee who is employed for a specific period, or a specified purpose (other than that referred to in sub-clause 20.4(a)(ii)), neither of which will exceed an initial period of 12 months' employment, provided that any such term may be extended for a further period of up to 12 months to complete the particular project, task or training for which the Employee was engaged;

(ii) as a replacement Employee replacing a person on parental leave in accordance with clause 66 – Parental leave, for a period not exceeding 24 months; or

(iii) as a temporary Employee who is employed on hours which may or may not be fixed for a period not exceeding three (3) months.

(b) If the period of engagement, or an extended engagement in accordance with sub-clause 20.4(a)(i), exceeds that provided for in this sub-clause 20.4 or the Employee engaged pursuant to this sub-clause 20.4 is re-engaged within 13 weeks (including the total period of accrued annual leave paid on termination), the Employee will be deemed to have been originally employed under sub-clause 20.2 - Full-time employment, or sub-clause 20.3 - Part-time employment, whichever is applicable.

(c) Employees engaged as either fixed term Employees, replacement Employees or temporary Employees pursuant to this sub-clause 20.4 will receive the rates of pay and conditions provided for under sub-clause 20.3, regardless of the number of hours worked, with the exception of the period of notice which for Employees engaged as temporary Employees under this sub-clause 20.4, will be one (1) week.

(d) Fixed term employment can only be offered for true fixed term arrangements, including special projects, post graduate training, graduate year positions, maternity leave and long service leave relief. For the avoidance of doubt, nothing in this sub-clause 20.4 allows an Employer to engage an Employee on fixed-term or temporary employment in circumstances not provided for in the Act.

20.5 Casual employment

(a) A casual Employee is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by the Employer in accordance with the Employer's requirements, without the requirement of prior notice by either the Employer or the Employee, but does not include an Employee who could properly be classified under sub-clause 20.2 - Full-time employment, sub-clause 20.3 - Part-time employment or sub-clause 20.4 - Fixed term or temporary employment. The minimum period of engagement of a casual Employee is three (3) hours per ordinary shift.

(b) A casual Employee will be paid for all work done, other than for overtime (see sub-clause 48.5(b), performed on a:

(i) weekday an amount equal to 1/38th of the weekly wage appropriate to the Employee's classification per hour plus 25%;

(ii) Saturday or Sunday an amount equal to 1/38th of the weekly wage appropriate to the Employee's classification per hour plus 75%; and

(iii) public holiday an amount equal to 1/38th of the weekly wage appropriate to the Employee's classification per hour plus 175%.

(c) In addition, a casual Employee will be entitled to receive the appropriate uniform and other allowances contained in this Agreement.

(d) The provisions of clause 23 – Termination of employment, clause 54 – Annual leave, clause 58 – Personal leave except in so far as it expressly applies to casual Employees, and clause 67 – Long service leave, will not apply in the case of a Casual Employee unless the casual Employee is a Dental Prosthetist or Dental Technician.

(e) Casual Employees (except casual Dental Prosthetists and casual Dental Technicians) are entitled to Long Service Leave in accordance the *Long Service Leave Act 2018* (Vic) (or applicable legislation) (**LSL Act 2018**). That is a casual Employee (except casual Dental Prosthetists and casual Dental Technicians) is entitled to long service leave after completing seven (7) years of continuous employment with the Employer, equal to 1/60th of the Employee's total period of continuous employment less any period of long service leave taken during that period.

(f) **Conversion to permanent employment**

(i) Where an Employee has been engaged as a casual Employee but is not engaged in relieving work or work of a casual nature, where requested by the Employee, the Employer will convert the Employee to part-time or full-time employment (whichever is applicable), and the Employee's period of service as a casual Employee counts as part time or full time service for the purpose of:

(A) transfer of business under clause 11;

(B) termination of employment under clause 23 (see sub-clause 23.1);

(C) calculating a severance payment upon redundancy under clause 14;

(D) the rate of personal leave accrual at sub-clause 58.1(b) save that the Employer is not required to credit the Employee with leave for the period they were engaged as a casual;

(E) parental leave under clause 66;

(F) long service leave under clause 67; and

(G) eligibility to request flexible working arrangements under clause 19.

(ii) Where there is a dispute about:

(A) whether the Employee is engaged in relieving work or work of a casual nature or not; and/or

(B) when the Employee ceased to be engaged in relieving work or work of a casual nature;

the Dispute Resolution Procedure at clause 15 will be utilised.

(iii) The casual conversion under clause 21 is not applicable where this sub-clause 20.5(f) applies.

20.6 Employment with limited tenure

(a) By written agreement with an Employee, the Employer may employ a new graduate from any of the professions covered by this Agreement for a period of 12 months.

(b) Employees employed as a fixed term Employee for a graduate year position will be provided with ongoing employment following completion of their graduate year position where a suitable vacancy exists.

(c) A new graduate is deemed to be a person who has successfully completed their academic studies in the 12 months prior to commencing limited tenure employment. All other conditions of this Agreement will apply.

(d) For the avoidance of doubt, nothing in this sub-clause 20.6 allows an Employer to engage an Employee in employment with limited tenure in circumstances not provided for in the Act.

20.7 Employees with more than one position

(a) Where an Employee holds more than one (1) position covered by this Agreement with an Employer:

(i) the Employee (or representative) may, where they believe that having regard for the circumstances, the positions could be consolidated into a single position, request that this occur and the Employer can only refuse on reasonable business grounds;

(ii) the Employer will ensure that the EFT of all the positions combined is no more than 1.0;

(iii) the terms of:

(A) Clause 41 – Hours of Work (which includes Accrued Days Off);

(B) Clause 48 – Overtime;

will apply to the Employee's employment with the Employer as though the positions were one (1) position. This includes the limits for ordinary hours as provided by sub-clauses 41.1 (a maximum of eight (8) ordinary hours, or by agreement up to ten (10) ordinary hours, per shift).

(iv) the positions will be considered one (1) position for the purposes of accrual and access to leave under this Agreement and the NES, and the following:

(A) Clause 29 – Accident Pay;

(B) Clause 34 – Meal Allowance;

(C) Clause 31 – Sole Allowance;

(D) Clause 32 - Higher Qualifications Allowance.

(v) The Employer will not engage an Employee in more than one (1) position for the purpose of avoiding entitlements under this Agreement.

(b) Sub-clause 20.7 does not limit an Employer from applying a greater entitlement to an Employee.

Example:
An Employee is part-time (0.8 EFT) in a Grade 2 position. The Employee would like to work additional hours at the Employer and applies for a part-time (0.1EFT) Grade 1 position. Due to payroll capabilities, the Employer cannot separate out the positions and therefore applies the additional hours of 0.1 EFT at the Grade 2 level.

(c) Where an Employee holds more than one (1) position under more than one (1) enterprise agreement, but the positions can fall within the scope of the Agreement the Employee (or representative) may, where they believe that the positions could be consolidated into a single position, request that this occur. The Employer can only refuse the request on reasonable business grounds.

(d) Where an Employee holds more than one (1) position, including a position under another enterprise agreement, nothing in this clause 20 limits the ability of the Employee to dispute whether that position should be covered by this Agreement.

21 Casual Conversion

21.1 Employer offers

(a) Subject to sub-clause 21.2, an Employer must make an offer to a casual Employee under this clause 21 if:

(i) the casual Employee has been employed by the Employer for a period of 12 months beginning the day the employment started; and

(ii) during at least the last six (6) months of that period, the Employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to work as a full-time Employee or a part-time Employee (as the case may be).

(b) The Employer's offer under sub-clause 21.1(a) must:

(i) be in writing;

(ii) be an offer for the Employee to convert:

(A) for an Employee that has worked the equivalent of full-time hours during the period referred to in sub-clause 21.1(a)(ii) – to full-time employment; or

(B) for an Employee that has worked less than the equivalent of full-time hours during the period referred to in sub-clause 21.1(a)(ii) – to part-time employment that is consistent with the regular pattern of hours worked during that period; and

(iii) be given to the Employee within 21 days after the end of the 12-month period referred to in sub-clause 21.1(a)(i).

21.2 When Employer offers not required

(a) Despite sub-clause 21.1, an Employer is not required to make an offer under sub-clause 21.1 to a casual Employee if:

(i) there are reasonable grounds not to make that offer; and

(ii) the reasonable grounds are based on facts that are known, or reasonably foreseeable, at the time of deciding not to make the offer.

(b) Without limiting sub-clause 21.2(a)(i), reasonable grounds for deciding not to make an offer include the following:

(i) the Employee's position will cease to exist in the period of 12 months after the time of deciding not to make the offer;

(ii) the hours of work which the Employee is required to perform will be significantly reduced in that period;

(iii) there will be a significant change in either or both of the following in that period:

(A) the days on which the Employee's hours of work are required to be performed;

(B) the times at which the Employee's hours of work are required to be performed;

which cannot be accommodated within the days or times the Employee is available to work during that period;

(iv) making the offer would not comply with a recruitment or selection process required by or under a law of the Commonwealth or a State or a Territory.

(c) The Employer must give written notice to a casual Employee in accordance with sub-clause 21.2(d) if:

(i) the Employer decides under sub-clause 21.2(a) not to make an offer to the Employee; or

(ii) the Employee has been employed by the Employer for the 12-month period referred to in sub-clause 21.1(a)(i) but does not meet the requirement referred to in sub-clause 21.1(a)(ii).

(d) The notice must:

(i) advise the Employee that the Employer is not making an offer under sub-clause 21.1;

(ii) include the details of the reasons for not making the offer (including any grounds on which the Employer has decided to not make the offer); and

(iii) be given to the Employee within 21 days after the end of the 12-month period referred to in sub-clause 21.1(a)(i).

21.3 Employee response

(a) The Employee must give the Employer a written response to the offer made under sub-clause 21.1(a) within 21 days after the offer is given to the Employee, stating whether the Employee accepts or declines the offer.

(b) If the Employee fails to give the Employer a written response in accordance with sub-clause 21.3(a), the Employee is taken to have declined the offer.

21.4 Acceptances of offers

(a) If the Employee accepts the offer, the Employer must, within 21 days after the day the acceptance is given to the Employer, give written notice to the Employee of the following:

(i) whether the Employee is converting to full-time employment of part-time employment;

(ii) the Employee's hours of work after the conversion takes effect; and

(iii) the day the Employee's conversion to full-time or part-time employment takes effect.

(b) However, the Employer must discuss with the Employee the matters the Employer intends to specify for the purposes of sub-clause 21.4(a)(i) to (iii) before giving the notice.

(c) The day specified for the purposes of sub-clause 21.4(a)(iii) must be the first day of the Employee's first full pay period that starts after the day the notice is given, unless the Employee and Employer agree to another day.

21.5 Employee requests

(a) A Casual Employee may make a request of an Employer under this sub-clause 21.5 if:

(i) the Employee has been employed by the Employer for a period of at least six (6) months beginning the day the employment started;

(ii) the Employee has, in the period of six (6) months ending the day the request is given, worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to work as a full-time Employee or part-time Employee (as the case may be); and

(iii) all of the following apply:

(A) the Employee has not, at any time during the period referred to in sub-clause 21.5(a)(ii), refused an offer made to the Employee under sub-clause 21.1;

(B) the Employer has not, at any time during that period, given the Employee a notice in accordance with sub-clause 21.2(c)(i);

(C) the Employer has not, at any time during that period, given a response to the Employee under sub-clause 21.6 refusing a previous request made under this sub-clause 21.5; and

(D) the request is not made during the period of 21 days after the period referred to in sub-clause 21.1(a)(i).

(b) The request must:

(i) be in writing;

(ii) be a request for the Employee to convert:

(A) for an Employee that has worked the equivalent of full-time hours during the period referred to in sub-clause 21.5(a)(ii) – to full-time employment; or

(B) for an Employee that has worked less than the equivalent of full-time hours during the period referred to in sub-clause 21.5(a)(ii) – to part-time employment that is consistent with the regular pattern of hours or shifts worked during that period; and

(iii) be given to the Employer.

21.6 Employer must give a response

The Employer must give the Employee a written response to the request made under sub-clause 21.5 within 21 days after the request is given to the Employer, stating whether the Employer grants or refuses the request.

21.7 Refusals of requests

(a) The Employer must not refuse the request unless:

(i) the Employer has consulted the Employee;

(ii) there are reasonable grounds the refuse the request; and

(iii) the reasonable grounds are based on facts that are known, or reasonably foreseeable, at the time of refusing the request.

(b) Without limiting sub-clause 21.7(a)(ii), reasonable grounds for refusing a request include the following:

(i) it would require a significant adjustment to the Employee's hours of work in order for the Employee to be employed as a full-time Employee or part-time Employee;

(ii) the Employee's position will cease to exist in the period of 12 months after giving the request;

(iii) the hours of work which the Employee is required to perform will be significantly reduced in the period of 12 months after giving the request;

(iv) there will be a significant change in either or both of the following in the period of 12 months after giving the request:

(A) the days on which the Employee's hours of work are required to be performed;

(B) the times at which the Employee's hours of work are required to be performed;

which cannot be accommodated within the days or times the Employee is available to work during that period;

(v) granting the request would not comply with a recruitment or selection process required by or under a law of the Commonwealth or a State or a Territory.

(c) If the Employer refuses the request, the written response under sub-clause 21.6 must include details of the reasons for the refusal.

21.8 Grants of requests

(a) If the Employer grants the request made under sub-clause 21.5, the Employer must, within 21 days after the day the request is given to the Employer, give written notice to the Employee of the following:

(i) whether the Employee is converting to full-time employment or part-time employment;

(ii) the Employee's hours of work after the conversion takes effect; and

(iii) the day the Employee's conversion to full-time or part-time employment takes effect.

(b) However, the Employer must discuss with the Employee the matters the Employer intends to specify for the purposes of sub-clause 21.8(a)(i) to (iii) before giving the notice.

(c) The day specified for the purposes of sub-clause 21.8(a)(iii) must be the first day of the Employee's first full pay period that starts after the day the notice is given, unless the Employee and Employer agree to another day.

(d) To avoid doubt, the notice may be included in the written response under sub-clause 21.6.

21.9 Effect of conversion

(a) An Employee is taken, on and after the day specified in a notice for the purposes of sub-clauses 21.4(a)(iii) or 21.8(a)(iii) to be a full-time Employee or a part-time Employee of the Employer for the purposes of the following:

(i) the Act and any other law of the Commonwealth;

(ii) a law of a state or territory;

(iii) the Agreement; and

(iv) the Employee's contract of employment.

21.10 Other rights and obligations

(a) The Employer must not reduce or vary an Employee's hours of work, or terminate an Employee's employment, in order to avoid any right or obligation under this clause 21.

(b) Nothing in this clause 21:

(i) requires an Employee to convert to full-time employment or part-time employment;

(ii) permits an Employer to require an Employee to convert to full-time employment or part-time employment;

(iii) requires an Employer to increase the hours of work of an Employee who requests conversion to full-time employment or part-time employment under this clause 21.

(c) The conversion to permanent employment under this clause 21 is not applicable where sub-clause 20.5(f)applies.

22 Letter of Offer/Contract of employment

22.1 Before each new Employee commences employment, the Employer will provide each Employee with:

(a) a letter of offer/contract of employment including the information set out in sub-clause 22.3; and

(b) a written Allied Health Professionals Information statement including the information set out in sub-clause 22.4, which will be provided prior to or at the same time as the letter of offer/contract of employment.

22.2 Before an existing Employee commences employment in a new role or an appointment is varied, the Employer will provide the Employee with:

(a) a new letter of offer/contract of employment, or variation to their letter of offer/contract of employment, in writing; and

(b) a written Allied Health Professionals Information statement including the information set out in sub-clause 22.4, which will be provided at the same time as the new letter of offer/contract of employment, or variation to their letter of offer/contract of employment.

22.3 The letter of offer will include the following information:

(a) the name of the Employer;

(b) the Employee's classification, increment and job title;

(c) the location/s where the Employee is to be situated;

(d) the Employee’s mode of employment (whether full-time, part-time, fixed term or casual etc);

(e) the name of this Agreement, which contains the Employee’s terms and conditions of employment;

(f) the Employee’s fortnightly hours (full or part-time Employees);

(g) that shifts will be worked in accordance with a roster (if applicable);

(h) for part-time Employees the agreed upon:

(i) regular pattern of work, specifying at least the hours worked each day;

(ii) which days of the week the Employee will work; and

(iii) the actual starting and finishing times each day.

(i) a statement to the effect that employment is ongoing unless a genuine fixed term appointment is proposed, and, where a genuine fixed term is proposed, the reason the role is genuine fixed term employment (example, special project, backfill), end date and the rights of an incumbent Employee (if relevant);

(j) the date of commencement; and

(k) other information as required depending on the nature of the position.

22.4 The Allied Health Information Statement will include the following information:

This information statement is intended to highlight to Employees key terms and conditions contained within the *Allied Health Professionals (Victorian Community Health Centres)(Multi-Employer) Enterprise Agreement 2022-2026* (**the Agreement**) that may not be covered in your letter of offer/contract of employment as follows:

- Sub-clause 20.3(d) of the Agreement outlines that additional ordinary time shifts may be worked by a part-time Employee by mutual agreement with the Employer within the limits prescribed by the Agreement.
- Sub-clause 20.3(c)(iii) of the Agreement outlines that any variation to a part-time Employees regular pattern of work must be by agreement between the Employer and the Employee and be recorded in writing.
- Depending on your previous employer and if you have taken/been paid out long service leave, there may be an ability to transfer long service leave under clause 67 of the Agreement. If you think you might have long service leave to transfer, please let us, your Employer, know.
- Depending on your previous employer there may be an ability for you to transfer your personal leave under clause 58 of the Agreement. If you think you might have personal leave to transfer, please let us, your Employer, know. You are required to give relevant evidence as per sub-clause 58.3(c) within 5 weeks of commencing employment with us.
- Depending on the qualification you hold and its direct relevance to your position or functional work area you may be entitled to a higher qualifications allowance in accordance with clause 32 of the Agreement. To ensure timely payment of the higher qualifications allowance, we request that you please provide us with evidence that would satisfy a reasonable person that you hold a qualification for which the entitlement is claimed to support any assessment of eligibility in this regard. Such evidence could include, but is not limited to, a copy of the qualification or a transcript of the Employee's academic results. If you have already provided evidence of your qualification to support a claim for the higher qualifications allowance you don't need to do anything further. If you are uncertain about any of this, please let us know.
- Clause 19 of the Agreement outlines that in some circumstances you may be able to request a flexible work arrangement with your Employer. Please refer to Clause 19 of the Agreement for more information on the entitlement.

If you have any questions about the above entitlements, contact us, your Employer, or the Union for more information.

23 Termination of Employment

23.1 In the event of termination of employment, four (4) weeks' written notice will be given by the Employee or the Employer, or four (4) weeks' wages paid or forfeited as the case may be subject to sub-clause 23.3.

23.2 The period of notice of termination to be given by the Employer will increase by one (1) week if the Employee is over 45 years of age and has completed at least two (2) years of continuous service with the Employer.

23.3 If an Employee does not give the period of written notice required by this clause 23, the Employer may deduct from an amount due to the Employee on termination of the Employment, for an amount that is no more than one (1) week's wages for the Employee .

23.4 The provisions of this clause 23 will apply except where the conduct of the Employee justifies instant dismissal. In such circumstances, wages will be paid only up to the time of dismissal.

23.5 Where the system of work provided for the taking of ADOs and an Employee's employment is terminated:

(a) if one (1) or more ADOs have been granted in advance, or an ADO has been taken during the work cycle in which the Employee is terminated, the wages due to that Employee will be reduced by the total of ADOs taken in advance, and/or the total un-accrued portion of the ADO granted in that work cycle as the case may be;

(b) if an Employee has not worked a complete twenty day four (4) week or five (5) week cycle, they will receive pro-rata accrued entitlements for each day worked or regarded as having been worked (i.e. paid leave) in such cycle payable for the ADO.

23.6 Where the Employer has given notice of termination to an Employee, the Employee will be allowed one (1) day off without loss of pay for the purpose of seeking other employment at times that are convenient to the Employee after consultation with the Employer.

24 Transition to Retirement

24.1 Employees aged 55 or over who have indicated their intention to retire within the next five (5) years from their Employer may participate in a retirement transition arrangement.

24.2 Transition to retirement arrangements may be proposed and, where agreed, implemented through:

(a) flexible working arrangements (see clause 19);

(b) an individual flexibility arrangement (see clause 18);

(c) an agreement in writing between the parties; or

(d) any combination of the above.

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

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

(b) a job share arrangement;

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

(d) working remotely;

(e) using accrued Long Service Leave and/or Annual Leave for the purpose of reducing their working week but retaining their previous employment status; and/or

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

(f) accepting appointment to a role that has reduced hours (post transition role), in which case the Employee will retain the accrual of long service leave they had immediately prior to the reduction in their hours. Where long service leave is taken, the Employee

will be paid long service leave hours at their hours of work prior to the post translation role until the preserved long service leave hours are exhausted.

> Example:
>
> An Employee's hours of work are reduced under this sub-clause 24.3(f) from 32 hours per week to 24 hours per week. When the Employee takes long service leave, they will be paid for 32 hours of long service leave per week until the preserved long service leave is exhausted.

24.4 Purchased Leave may also be available to assist an Employee to transition to retirement in accordance with clause 57 Flexible Annual Leave Arrangements (Purchased Leave).

PART D - WAGES

25 Wage Increases

25.1 Weekly rates of pay prescribed by this Agreement will be adjusted by the amounts set out below:

(a) 3.5% backdated to the FFPPOA 1 June 2023;

(b) 3.5% effective from the FFPPOA 1 June 2024;

(c) 2.5% effective from the FFPPOA 1 June 2025; and

(d) 2.5% effective from the FFPPOA 1 June 2026.

25.2 The rates as amended by this Agreement are set out at Appendix Two of this Agreement.

25.3 The above rates of pay will only come into operation on the approval of this Agreement by the Commission in accordance with the Act.

26 Payment of Wages

26.1 Frequency and method of payment

(a) The pay period will be weekly or fortnightly and wages will be paid by electronic funds transfer into the bank or financial institution account nominated by the Employee, or by any other method mutually agreed in writing by the Employer and Employee.

(b) Wages will be paid no later than Thursday following the end of the pay period.

26.2 Final pay

(a) Termination of employment

(i) Where the Employer terminates an Employee's employment and the Employee is not required by the Employer to work the relevant notice period (or part of the notice period) prescribed by clause 21, unless otherwise agreed:

(A) the Employee will be paid the required notice period (or part of the notice period) on the date of termination of employment; and

(B) any other entitlements due to the Employee will be paid to the Employee by no later than the next pay day (in accordance with sub-clause 26.1) following the date of termination of employment.

(ii) In all other instances (including resignation by an Employee), unless otherwise agreed in writing, any entitlements due to the Employee will be paid by no later than the next pay day (in accordance with sub-clause 26.1) following the date of termination of employment.

(b) Death of an Employee

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

26.3 Deductions

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

(i) sub-clause 23.3;

(ii) sub-clause 27.5;

(iii) clause 28;

(iv) sub-clause 54.6; and

(v) clause 57.

(b) Any deductions from an Employee's pay must be in accordance with section 324 of the Act.

26.4 Employee records

(a) Payslip

(i) On or prior to pay day, the Employer will provide each Employee with a pay slip.

(ii) The payslip will include the information required by the Act and *Fair Work Regulations 2009* (Cth), including but not limited to specifying:

(A) the period to which the pay slip relates;

(B) the amount of wages to which the Employee is entitled;

(C) if an amount was deducted from the gross amount of the payment, the name and number of the fund or account into which the deduction was paid; and

(D) the net amount for each payment.

(iii) To the extent reasonably practicable, payslips will record an Employee's accrued annual leave, ADOs and personal/carer's leave or such information will be readily accessible through some other electronic alternative.

(iv) Where the Employer introduces a new payroll system, the Employer will where possible ensure that this system provides Employee's with their accrued annual leave, ADOs and personal/carer's leave on their payslip or be available through some other readily accessible electronic alternative.

(b) Records

The Employer will comply with its obligations under the Act and *Fair Work Regulations 2009* (Cth) with respect to record keeping, including but not limited to:

(i) a requirement to keep a record that sets out any leave the Employee takes and the balance (if any) of the Employee's entitlement to that leave from time to time;

(ii) the inspection and copying of an Employee record by the Employee or former Employee to whom the record relates; and

(iii) the requirement to keep accurate Employee records.

26.5 Certificate of Service on Termination

Where requested by the Employee, a certificate of service (or the information in a similar form) including the information at sub-clause 67.2(f) will be provided to the Employee wherever practicable within 14 days of the date of termination but no later than 21 days after termination, including where a full or part time Employee terminates employment and becomes a casual Employee.

27 Superannuation

27.1 The subject of superannuation is dealt with extensively by federal legislation which prescribes the obligations and entitlements regarding superannuation. This clause 27 is ancillary to and supplements those provisions.

27.2 The Employer will make superannuation contributions on behalf an Employee to any of the following superannuation Funds nominated by an Employee:

(a) HESTA;

(b) Aware Super;

(c) any other Industry Superannuation Fund. Industry Superannuation Fund means a complying superannuation fund, as defined in the *Superannuation Industry (Supervision) Act 1993* (Cth), that:

(i) has 20 or more participating employers;

(ii) excluding any independent directors, provides for half of the trustee board to be comprised of employee representatives and/or nominated by one or more trade unions and half of the trustee board to be comprised of representatives of participating employers; and

(iii) operates on a "not for profit" basis; or

(d) where relevant superannuation legislation requires choice of superannuation fund in an enterprise agreement, any other preferred superannuation fund nominated by the Employee.

27.3 Upon commencement of employment, the Employer will make available the membership forms for the funds at sub-clauses 27.2(a) and 27.2(b) and will forward the completed membership forms to the Employee's choice of fund within 28 days.

27.4 In the event that the Employee has not completed an application form within 28 days, the Employer will forward contributions and Employee details to Aware Super while it provides a "MySuper" product as defined by the Act, or where required by superannuation legislation to the Employee's stapled superannuation fund.

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

27.6 Absence from work

(a) Paid leave

Unless prohibited by the relevant superannuation fund of which the Employee is a member, superannuation contributions will continue whilst an Employee who is a member of the fund is absent on paid leave such as annual leave long service leave, public holidays, jury service, personal leave and compassionate leave.

(b) Unpaid leave (excluding parental leave)

Superannuation contributions will not be required to be made in respect of any absence from work without pay excluding unpaid parental leave.

(c) Work related injury and illness

Unless prohibited by the relevant superannuation fund of which the Employee is a member, superannuation contributions will continue whilst an Employee who is a member of the fund is absent due to a work related injury or illness provided that the Employee is receiving workers compensation payments for or is receiving regular payments directly from the Employer in accordance with the statutory requirements, and the Employee is receiving accident make-up pay in accordance with the Accident Pay clause 29.

(d) Parental Leave

Effective from the FFPPOA commencement of this Agreement, the Employer will make superannuation contributions throughout any period of parental leave, paid or unpaid. Such contributions will be calculated as follows:

(i) The Employee's ordinary time earnings as defined in the *Superannuation Guarantee (Administration) Act 1992* (Cth) calculated on the Employee's pre-salary packaging earnings and any additional amounts consistent with the trust deed of the superannuation fund over the 26 full pay periods (52 weeks) immediately prior to commencing parental leave and divided by 52 (**Weekly Parental Leave Super Contribution**).

(ii) Where an Employee has been employed for less than 26 full pay periods (52 weeks) the calculations at sub-clause 25.6(d)(i) will be done over the relevant shorter period of employment, as the case may be. For example, if an Employee has been employed for 20 full pay periods (40 weeks), the Employee's ordinary time earnings will be calculated on the Employee's pre-salary packaging earnings and any additional amounts consistent with the trust deed of the superannuation fund over the 20 full pay periods (40 weeks) immediately prior to commencing parental leave and divided by 40.

(iii) the Weekly Parental Leave Super Contribution will be paid during each week of Parental Leave (both paid and unpaid) save that:

(A) the Employee will receive a pro rata payment for a period less than one (1) week; and

(B) where, during the period of parental leave (either paid or unpaid), the Employee's rate of pay increases under sub-clause 25.1, the Employee's pre-salary packaging earnings as calculated above will be increased accordingly from the relevant date and superannuation paid on the increased amount.

> Example:
>
> The Employee's ordinary time earnings as defined in the *Superannuation Guarantee (Administration) Act 1992* (Cth) calculated on the Employee's pre-salary packaging earnings and any additional amounts consistent with the trust deed of the superannuation fund over the 52 weeks immediately prior to commencing parental leave is $104,000. The Employee takes 12 weeks of paid parental leave followed by 40 weeks of unpaid parental leave. The $104,000 divided by 52 results in a figure of $2,000. The superannuation to be paid each week during the 52 weeks paid and unpaid parental leave will be calculated on this figure of $2,000.

28 Salary Packaging

28.1 Employees covered by this Agreement will have access to salary packaging arrangements in accordance with this clause 28.

28.2 By agreement with the Employee, the current rate of pay specified in Appendix Two may be salary packaged in accordance with the Employer's policy on salary packaging. The Employer will maintain a salary packaging policy (which may be through an external provider).

> Example:
>
> A Community Health Centre provides access to salary packaging through an external provider, the external salary packing provider has information on its website and/or an information pack regarding the salary packaging entitlements the Employee can refer to.

28.3 The Employee will compensate the Employer from their rate of pay for any FBT incurred as a consequence of any salary packaging arrangement the Employee has entered into. Where the Employee chooses not to pay any of the costs associated with their salary packaging, the Employer may cease the Employee's salary packaging arrangements.

28.4 The parties agree that in the event that salary packaging ceases to be an advantage to the Employee (including as a result of subsequent changes to FBT legislation) the Employee may elect to convert the amount packaged to salary. Any costs associated with the conversion to salary will be borne by the Employee and the Employer will not be liable to make up any benefit lost as a consequence of an Employee's decision to convert to salary.

28.5 The Employee will be responsible for all costs associated with the administration of their salary packaging arrangements, provided that such costs will be confined to reasonable commercial charges as levied directly by the external salary packaging provider and/or in-house payroll service (as applicable), as varied from time to time.

28.6 The parties recommend to Employees who are considering salary packaging that they seek independent financial advice. The Employer will not be held responsible in any way for the cost or outcome of any such advice and furthermore, the parties agree that the Employee will pay for any costs associated with salary packaging.

28.7 Superannuation contributions paid by the Employer into an approved Fund will be calculated on the rates of pay for the applicable classification as specified in Appendix Two.

29 Accident Pay

29.1 Subject to this clause 29, where an Employee is receiving a weekly payment of compensation in respect of an incapacity under the WIRC Act the Employee will receive accident make up pay equal to the ordinary time earnings they would ordinarily receive, less the amount of weekly compensation.

29.2 Accident make up pay will only be payable to an eligible Employee whilst that Employee remains in the employment of the Employer.

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

(a) in relation to an incapacity which occurred during the first two (2) weeks of the employment unless such incapacity continues beyond the first two (2) weeks of employment in which case the maximum period of payment of accident make up pay will apply only to the period of incapacity after the first two (2) weeks;

(b) in relation to any injury, during the first five (5) normal working days of incapacity. However, an Employee who contracts an infectious disease in the course of duty is entitled to receive workers' compensation therefore will receive accident pay from the first day of incapacity;

(c) for any period that weekly payments under the WIRC Act cease;

(d) whilst the Employee is on any other paid leave provided for in this Agreement;

(e) unless the Employee has given notice in writing to the Employer of an injury as soon as practicable after the occurrence of the injury;

(f) upon the death of the Employee.

29.4 The maximum period or aggregate periods of accident make up pay for which the Employer is liable under this clause 29 is 39 weeks for any one injury.

29.5 Injuries incurred prior to proclamation of Accident Compensation Act

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

PART E - ALLOWANCES AND REIMBURSEMENTS

30 Allowances

30.1 Uniform, laundry, meal and sole allowances will increase in line with the wage increases specified in sub-clause 25.1.

30.2 Refer to clause 46 for shift work allowance and clause 50 for on-call/recall allowance.

30.3 Allowances as amended by this Agreement are set out at Appendix Three of this Agreement.

31 Sole Allowance

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

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

32 Higher Qualifications Allowance

32.1 Entitlement

(a) An AHP1 Employee who holds an additional post graduate qualification which is of direct relevance to their current position or functional work area, will be paid an allowance of 7.5% of the AHP1 grade 1, year 1 rate.

(b) An AHP1 Employee who holds a doctorate which is of direct relevance to their current position or functional work area will be paid an allowance of 10% of the AHP1 grade 1, year 1 rate.

32.2 One Qualification Allowance Only

An Employee holding more than one qualification is entitled to one higher qualification allowance only, being the allowance for the highest qualification held. For example, an Employee who holds a Doctorate and a Masters would only receive the higher qualifications allowance for the Doctorate.

32.3 Evidence

(a) Where requested by the Employer:

(i) a new Employee claiming an entitlement to a higher qualifications allowance;

(ii) an existing Employee claiming an entitlement to a higher qualifications allowance for a new qualification they have obtained; or

(iii) an existing Employee claiming an entitlement to a higher qualifications allowance for a qualification of direct relevance to their new/amended position or functional work area where the higher qualification allowance was previously not paid;

will provide to the Employer evidence that would satisfy a reasonable person of that Employee holding the qualification for which the entitlement is claimed, save that the Employee is not required to provide such evidence where the Employee already provided evidence of the qualification. Such evidence could include, but is not limited to, a copy of the qualification or a transcript of the Employee's academic results.

(b) Where the Employee provides evidence within four (4) weeks of the request by the Employer, the higher qualifications allowance will be payable from:

(i) the commencement of employment in the circumstance in sub-clause 32.3(a)(i);

(ii) the date the Employee obtained the new qualification in the circumstance in sub-clause 32.3(a)(ii)(provided the Employer was notified of the qualification within four (4) weeks of the Employee obtaining the qualification); or

(iii) the date the Employee commenced in the new/amended position or functional work area in the circumstance in sub-clause 32.3(a)(iii);

otherwise the higher qualifications allowance will be payable from the FFPPOA after the evidence is provided.

32.4 Exercise Physiologists

Please refer to Schedule 1 of Section B of Appendix Four for provisions relevant to some Exercise Physiologists.

32.5 Definitions

(a) A **post graduate qualification** means a qualification that has been assessed as a Graduate Certificate, Graduate Diploma or Masters Degree (or equivalent to any of these) under the Australian Qualifications Framework level 8 or 9 criteria. For the avoidance of doubt, an Honours Degree is not a post graduate qualification for the purposes of this clause 32.

(b) A **doctorate** means a qualification that has been assessed as a Doctorate (or equivalent) under the Australian Qualifications Framework level 10 criteria.

(c) For the avoidance of doubt, additional **post graduate qualification** in sub-clause 32.1(a) means a postgraduate qualification held by the Employee that is in addition to the minimum qualification that is required to enable them entry into the relevant profession under the Agreement. It is not a post graduate qualification held by an Employee that is the only qualification they hold that allows them entry into the profession under the Agreement.

33 Higher Duties Allowance

Note: An individual Employee does not need to perform the duties of the Absent Employee or Vacant Position for the entire period of the absence in order to access the higher duties allowance.

33.1 An Employee (**Relieving Employee**) who is engaged in performing the duties of:

(a) another employee (**Absent Employee**) or a higher classification (that is a classification with a higher minimum rate of pay) who is absent for five (5) days or more; or

(b) a position that is vacant **(Vacant Position)** that is a higher classification that is vacant for five (5) days or more;

will be paid for the days for which they assumed the higher duties of the Absent Employee or Vacant position at not less than the minimum rate of pay prescribed for the classification applying to the Absent Employee or Vacant Position.

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

33.2 An Employee may refuse to be engaged to perform higher duties.

34 Meal Allowance

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

(a) the Employee works overtime in excess of one (1) hour after the usual time of ceasing work for the day; or

(b) the Employee is recalled to duty outside of usual working hours for a period in excess of two (2) hours, and when the time of such recall coincides with or over-runs normal meal time.

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

34.3 This clause 34 will not apply when a meal suitable to the Employee's dietary requirements (for example, any allergy, religious or other dietary requirements) is supplied to the Employee at the Employer's expense.

35 Telephone Allowance

35.1 Where an Employer requires an Employee to use a phone for on-call purposes or situations where an Employee is away from the Employer's premises with a client/s / customer/s / patient/s, family or carer/s (for example, home visits), the Employer will either:

(a) provide the Employee with a phone for work purposes; or

(b) reimburse the Employee for work related expenses in accordance with sub-clause 35.3.

35.2 The Employer will be responsible for all costs associated with the purchase and maintenance of a phone provided in accordance with sub-clause 35.1(a). For the avoidance of doubt, the phone will remain the property of the Employer.

35.3 Where the Employer does not provide a phone in accordance with sub-clause 35.1(a) and requires an Employee to purchase, install and/or maintain a phone for work purposes, the Employer will reimburse the Employee for expenses incurred in purchasing, installing, and /or

maintaining that phone and for costs incurred by the Employee using that phone for work purposes. The Employee must provide the Employer with receipted accounts to be eligible for a reimbursement.

35.4 Where an Employee has workload, OHS or privacy concerns regarding the use of a personal phone for work purposes (including for situations not covered by sub-clause 35.1), the Employee may request that the Employer provide a phone in accordance with sub-clause 35.1(a).

35.5 Requests for a work phone under sub-clause 35.4 will not unreasonably be refused by the Employer, save that where an Employee does or will use their personal phone for work purposes and has to give their personal phone number to clients/customers/patients, family or carers, or other people or organisations for work purposes (not including other employees of the Employer), the Employer will provide the Employee with a work phone where requested.

35.6 Damage or Destruction of Personal Phone – work purposes

(a) If an Employee is required to use their personal phone in the course of their employment with the Employer for work related purposes and this results in damage to or the destruction of the Employee's personal phone, the Employee will fill out an incident form specifying the circumstances that led to the damage or the destruction of the personal phone whilst using it for work purposes.

(b) Where:

(i) given the circumstances, the Employee has taken reasonable steps to prevent or protect the personal phone from damage or destruction; and

(ii) the damage or destruction is not caused by the wilful negligence of the Employee;

the Employer will reimburse the Employee the cost of fixing the damage or replacing the personal phone upon the provision of a receipt from the repairer or phone provider for replacing the personal phone.

36 Uniform and Laundry Allowance

36.1 Where the Employer requires an Employee to wear any special clothing or uniform, the Employer must reimburse the Employee for the cost of purchasing such special clothing or uniform. The provisions of this clause 36 do not apply where the special clothing or uniform is paid for by the Employer.

36.2 Notwithstanding sub-clause 36.1 above, the Employer may, by agreement with the Employee, pay a uniform allowance at the daily or weekly rate set out in Appendix Three (whichever is the lesser amount in total) when the Employee is expected to provide their own uniforms or coats. When such Employee's uniforms or coats are not laundered by or at the expense of the Employer, the Employee will be paid a laundry allowance at the daily or weekly rate set out in Appendix Three (whichever is the lesser amount in total).

37 Damaged Clothing Allowance

37.1 Where an Employee, in the course of their employment, suffers any damage to or soiling of clothing or other personal effects, (excluding female hosiery), the Employer will be liable for the replacement, repair or cleaning of such clothing or personal effects provided immediate notification is given of such damage or soiling.

37.2 This clause 37 will not apply in a case where the damage or soiling is occasioned by the negligence of the Employee.

38 Travelling Allowance

38.1 Rates

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

38.2 Travel - Recall/Overtime

(a) An Employee required to use their vehicle for transport from home to place of work and return outside of normal hours will receive the allowance at sub-clause 38.1 for each kilometre travelled.

(b) At the Employee’s request, an Employee who is recalled to the Employer's premises for any purpose will be provided with transport (i.e. taxi or hire car) for the outward and return journeys and the Employer will be responsible for the cost.

38.3 Travel during working hours

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

(a) provided with transport by the Employer and the Employer will be responsible for the cost; or

(b) where the Employee agrees to use their own vehicle, receive the allowance at sub-clause 38.1 for each kilometre travelled.

38.4 Reimbursement

(a) Approved fares incurred by an Employee in the performance of their duty will be reimbursed by the Employer.

(b) Any road tolls reasonably incurred by an Employee when using the Employee’s own vehicle under sub-clause 38.2, 38.3 or 38.4(a) will be reimbursed by the Employer upon the production of appropriate evidence.

38.5 Parking

An Employee undertaking travel under this clause 38 will be reimbursed for the cost of parking if that cost is incurred as a result of that travel.

39 Relocation

This clause concerns payment only and is not intended to exclude or limit the requirements of clause 13 (Consultation Regarding Major Workplace Change) or *14 (Redundancy) or create a new right to be directed to work at another Workplace Location.*

39.1 In this clause 39

(a) **Base Workplace Location** means a Location of the Employer at which the Employee ordinarily starts and finishes work.

(b) **Base Local Government Area** means a Local Government Area (as defined by Government) at which the Employee ordinarily starts and finishes work.

39.2 Temporary relocation

(a) During ordinary hours

(i) Where an Employee is required by the Employer to temporarily relocate from their Base Workplace Location/Base Local Government Area to another Workplace Location/Local Government Area during their ordinary hours, the Employee will be paid the travel allowance at sub-clause 38.1 by reimbursement.

(ii) For the avoidance of doubt:

(A) the travel will occur within paid time; and

(B) the reimbursement at sub-clause 39.2(a)(i) does not apply where appropriate transport is provided to the Employee by the Employer.

(b) Prior to commencement of ordinary hours

(i) Where an Employee is required by the Employer to temporarily relocate from their Base Workplace Location/Base Local Government Area to another Workplace Location/Government Area prior to commencement of their ordinary hours, the Employee will:

(A) where the distance travelled increases by 30km or greater (combined, to and return), be reimbursed for additional travelling cost incurred to the Employee excluding time spent travelling (which is addressed at sub-clause 39.2(b)(i)(B) below); and

(B) where travel time increases by 60 minutes or greater (combined, to and return), be paid an allowance equal to the Employee's ordinary rate for the additional time spent when compared to the Employee's travel time to the Base Workplace Location/Base Local Government Area.

(ii) For the avoidance of doubt:

(A) nothing in this sub-clause 39.2(b) prevents an Employer requiring the travel to occur within the Employee’s ordinary hours; and

(B) the reimbursement at sub-clause 39.2(b)(i)(A) does not apply where appropriate transport is provided to the Employee by the Employer.

39.3 Permanent relocation

(a) Where an Employee is required by the Employer to permanently relocate from their Base Workplace Location/Base Local Government Area to another Workplace Location/Local Government Area the Employee will be reimbursed a lump sum payment based on an agreed estimate of the additional costs for the number of weeks specified in the table below:

	Employee’s continuous service with the Employer	**Number of Weeks**
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

(b) The maximum reimbursement under this sub-clause 39.3 is $1,000 (including if there is a dispute on the estimate).

> *Example 1*
>
> An Employee with two and a half (2.5) years of continuous service with the Employer estimates the additional travelling cost for six (6) weeks is $500. The Employer agrees the estimate put forward by the Employee is correct. The Employer will pay a relocation allowance of $500 to the Employee as a lump sum.
>
> *Example 2*
>
> An Employee with at least nine (9) years of continuous service with the Employer estimates the additional travelling cost for 16 weeks is $1500. The Employer agrees the estimate put forward by the Employee is correct. The Employer will pay a relocation allowance of $1000 to the Employee as a lump sum.

(c) The Employer will only refuse to agree the Employee's estimate represents the additional cost to the Employee where the Employer has evidence that the estimate does not represent the additional cost to the Employee. The allowance will be paid as a lump sum.

(d) If, after discussions, the Employer and Employee are unable to agree on the estimated additional costs, clause 15 (Dispute Settling Procedure) will apply to determine the reimbursement amount.

> *Example*
>
> Employee with seven and a half (7.5) years of continuous service with the Employer estimates the additional travelling cost for 13 weeks is $3000. The Employer does not agree with the estimate as the Employer has evidence that the estimate does not represent the additional cost to the Employee. The Employee and Employer meet to discuss their difference of views regarding the estimate. The discussion does not result in an agreement being reached. Clause 15 Dispute Settling Procedure must be then followed.

(e) Where the permanent relocation is a result of a change requiring Consultation pursuant to clause 13 (Consultation Regarding Major Workplace Change) the Employer will not be required to take additional steps to mitigate or avert the cost of the relocation.

(f) Exceptions to sub-clause 39.3

This sub-clause 39.3 does not apply where the permanent relocation is to another Employer Workplace location/Local Government Area to which the Employee can be expected to be relocated as a part of their existing employment conditions.

39.4 Exceptions to clause 39

This clause 39 does not apply:

(a) to an Employee whose role goes across Workplace Locations/Local Government Areas;

(b) to Employees who genuinely choose to work across different Workplace Locations/Local Government Areas and it is not a requirement of the Employer, such as where an Employee elects to pick up an additional shift(s) at another Workplace Location/Local Government Area on a permanent or ad hoc basis;

(c) to Casual Employees; and/or

(d) if Local Government Areas are amended by Government during the life of the Agreement.

40 Working Away from Home

40.1 For each night an Employee is required by the Employer to be absent overnight from their usual place of residence, for example where an Employee cannot reasonably travel from or back to their usual place of residence on the day on which they are required to work by the Employer, the Employer will:

(a) pay the Employee the higher of the following:

(i) 2.5% of the AHP1 Grade 1, Year 1 rate per overnight period between Monday and Friday; or

(ii) 5% of the AHP1 Grade 1, Year 1 rate per overnight period that includes a Saturday, Sunday or Public Holiday; and

(b) pay for all reasonably incurred expenses in respect to fares, meals and accommodation.

40.2 Exception

Subject to sub-clause 40.1, this clause 40 does not apply where an Employee voluntarily chooses for personal reasons to stay in the location prior to or after the day on which the Employee is required to work by the Employer.

PART F – HOURS OF WORK AND RELATED MATTERS

41 Hours of Work

41.1 The hours for an ordinary week's work will be 38, or an average of 38 per week in a two (2) or four (4) week period, or by mutual agreement in a five (5) week period in the case of an Employee working ten hour shifts, and will be worked either:

(a) subject to practicability, in 152 hours per four (4) week period, to be worked as nineteen shifts each of eight (8) hours. For the avoidance of doubt, all full-time Employees covered by this Agreement are entitled to an ADO as per sub-clause 41.8; or

(b) by mutual agreement:

(i) in four (4) days in shifts of not more than ten hours each; or

(ii) otherwise, provided that the length of any ordinary shift will not exceed ten hours.

41.2 Subject to the roster provisions, 80 hours may be worked in any two (2) consecutive weeks, but not more than 50 ordinary hours may be worked in any one (1) such week.

41.3 For all purposes the hourly rate is deemed to be the weekly rate prescribed by clause 81 (Classification and Wages) divided by 38, provided that where the averaging system is used by full-time Employees, an Employee's ordinary wage for ordinary hours is deemed to be the weekly rate prescribed in clause 81 (Classification and Wages), and will be paid each week even though more or less than 38 ordinary hours are worked in that week.

NOTE: An Employee will accrue a credit for each day in which they work ordinary hours in excess of the daily average of seven (7) hours 36 minutes. The credit is carried forward so that in each cycle an accrued day off is paid.

41.4 All paid leave accrues the credit provided for by sub-clause 41.3 above.

41.5 A paid leave day will be identical to a worked day.

41.6 The deduction from leave credits will be the same as the actual ordinary hours which would have been worked on that day.

41.7 An Employee who is absent from ordinary duty on unpaid leave will accrue the appropriate credit without pay for the accrued day off.

41.8 All full-time Employees covered by this Agreement are entitled to an ADO.

41.9 An Employee who receives an ADO and who is transferred to a new position within the Employer's business will continue to receive an ADO unless otherwise agreed.

41.10 New Employees will be appraised of the relevant department's work arrangements and provisions regarding hours of work and entitlements to an ADO.

41.11 The Employer will not refuse new Employees the option of an ADO.

41.12 Deferment of ADOs

(a) By mutual agreement, a full-time Employee and Employer may defer an accrued day off for a period of up to 12 weeks, save that the Employer will not unreasonably refuse a request by an Employee to defer an accrued day off.

(b) No more than three (3) accrued days off may be deferred at any given time.

(c) Deferred ADOs may be taken as single days or as a block in any manner mutually agreed.

(d) The Employee or Employer may, upon the provision of four (4) weeks' notice request to take the ADOs that are accrued in excess of three (3) days. The Employee or the Employer must not unreasonably refuse such a request. If a refusal occurs, consultation on alternative days will occur in relation to reducing the deferred ADOs to three (3).

(e) The Employer and Employee may agree to longer deferment periods above that specified in sub-clause 41.12(a).

41.13 Broken Shifts

An Employee will not work broken shifts (that is, their work is to be continuous excluding meal and other breaks) unless the Employee:

(a) agrees to work broken shifts under a flexible work arrangement (clause 19 of the Agreement and section 65 of the Act); or

(b) agrees to work broken shifts under an individual flexibility agreement (clause 18).

41.14 10-hour break between ordinary shifts

(a) Subject to sub-clause 41.14(b), the Employer will provide an Employee with at least ten consecutive (10) hours off duty between successive ordinary shifts, which will be reflected in any rosters that apply to the Employee. See also clause 49 for the periods off duty involving overtime.

(b) Where for urgent operational issues there is not at least (10) ten consecutive hours off duty between successive ordinary shifts as required at sub-clause 41.14(a), the Employee will either:

(i) be released from duty without loss of pay until the Employee has had 10 consecutive hours off duty; or

(ii) be paid at the rate of double time until released from duty for such rest period, where the Employee is required to work without a 10 hour break on the instructions of the Employer.

42 Right to Disconnect

42.1 The Employer will respect an Employee's' periods of leave and rest days.

42.2 Other than where reasonably necessary:

(a) in emergency situations;

(b) for genuine welfare matters;

(c) to offer Employees additional hours;

(d) in relation to a process under this Agreement; or

(e) for any non-clinical matter that requires urgent attention;

an Employee will not be contacted outside the Employee's hours of work by the Employer or other employees for work purposes.

42.3 The Employer will make other employees aware of the requirements of the Right to Disconnect clause 42 and indicate to them that they are not to contact an Employee outside of the Employee's hours of work in circumstances other than those in sub-clause 42.2.

42.4 Employees are:

(a) entitled to disengage from forms of technology that have a connection to the workplace such as work phones, emails, chat groups and social media; and

(b) not required to respond to emails, phone calls or any other form of communication (including chat groups and social media);

outside of their hours of work, subject to sub-clause 42.2.

42.5 This clause 42 does not apply to any period where the Employee is in receipt of the on-call allowance in sub-clause 50.1.

42.6 Raising Concerns

(a) Where an Employee believes they are not able to disconnect, including where they are being contacted in circumstances other than those in sub-clause 42.2, they should raise this with the Employer. Where this clause 42 is not being complied with, the Employer will rectify this.

(b) Notwithstanding the above, the Employee may raise a dispute or grievance at any time.

43 Roster

43.1 Posting a Roster

(a) Where Employees work according to a roster, a roster of at least a fortnight duration setting out hours of duty, on-call requirements, meal times, commencing times, finishing times, weekend duty, night duty and other such duty where applicable and as prescribed by the Employer in accordance with the provisions of this Agreement will be kept posted in some readily accessible section of the building or be accessible electronically for viewing by Employees covered by this Agreement.

(b) The roster will be posted at least two (2) weeks prior to becoming effective.

43.2 Altering a roster

A roster set in accordance with sub-clause 43.1 will only be altered by the Employer to enable the functions of the Employer to be carried on where another Employee is absent from duty pursuant to:

(a) the reasons specified at sub-clause 58.2(a) (Personal Leave);

(b) Clause 63 – compassionate leave;

(c) Clause 69 – ceremonial leave;

(d) Clause 62 – family violence leave; or

(e) resignation of an Employee where the Employee has not provided notice to the Employer;

or due to any pressing emergency.

44 Biometric Timekeeping

44.1 It is acknowledged that biometric timekeeping is one way to provide accurate data for payroll purposes.

44.2 For Employers other than those referred to at sub-clauses 44.4 and 44.5 below, where an Employee has a genuine difficulty in complying with biometric timekeeping requirements, including where the Employee holds privacy concerns, the Employer can only refuse an alternative timekeeping method for the reasons set out in sub-clause 44.3.

44.3 In the circumstances in sub-clause 44.2, the Employer can only refuse an alternative timekeeping method if it:

(a) will result in an unreasonable additional cost to the Employer; and

(b) does not provide reasonably reliable data for payroll purposes.

44.4 Employers who, at the date this Agreement comes into operation have biometric timekeeping (in whole or part of their organisation) and have an alternative timekeeping method will maintain an alternative timekeeping method.

44.5 Employers who, at the date this Agreement comes into operation do not have biometric timekeeping will, in the event that it is introduced, have an alternative timekeeping method.

44.6 In the event of any unforeseeable event that disrupts an Employer's ability to offer an alternative (including on a temporary basis), the Employer will notify the Union for the purpose of discussions.

45 Breaks

45.1 Meal Breaks

(a) Entitlement to a Meal Break

(i) Employees other than those working Shift duty

An unpaid meal break of at least 30 minutes but not more than 60 minutes will be allowed during each rostered period of duty (Monday to Friday inclusive) to Employees other than those working shift duty.

(ii) Employees rostered for shift duty

A meal break of 30 minutes per shift will be allowed for Employees rostered shift duty and will be counted as time worked.

(b) Timing of a meal break

A meal break will, where reasonably practicable, commence no earlier than three (3) hours after the commencement of the Employee's period of duty, and must conclude no later than six (6) hours after the commencement of the Employee's period of duty, unless otherwise agreed by the Employer and Employee.

(c) Meal break not taken

(i) The Employer will ensure that, wherever reasonably practicable, an Employee is able to take their meal break and is not required to perform any work during their meal break.

(ii) Escalation process

The Employer will describe, in writing, the steps to be taken where an Employee does not take their meal break to ensure that:

(A) wherever possible, the meal break is rescheduled and taken during the shift; and

(B) consideration is given to what caused the Employee to miss the scheduled meal break and whether any additional action is required to address those causes to reduce the likelihood of recurrence.

(iii) Payment for meal break not taken

(A) Where an Employee is unable to take a meal break (including where an Employee is not free from duty as described at sub-clause 45.3(b)) the Employee will be paid for the meal break as time worked at their ordinary rate plus 50%.

(B) Sub-clause 45.1(c)(iii)(A) does not apply where an Employee cannot leave the Employer's premises due to a clear need for infection control as there is a real and significant:

(1) risk to clients; and/or

(2) occupational health and safety risk;

if the Employee leaves the Employer's premises, but the Employee is otherwise free from duty and able to take a meal break.

45.2 Rest/Tea breaks

(a) An Employee will be entitled to a paid ten (10) minute tea break for each four (4) hours or part thereof which will be counted as time worked.

(b) Nothing in this sub-clause 45.2 prevents an Employee requesting and Employer agreeing for a Rest/Tea break to be at a specific time.

> Examples:
>
> 1. An Employee working a six and a half (6.5) hour shift is entitled to two (2) ten minute tea breaks.
> 2. An Employee working a four (4) hour shift will be entitled to one (1) ten minute tea break.

45.3 Allocating Meal and Rest/Tea Breaks

(a) The Employer will ensure that time is allocated consistent with this clause 45 so that the Employee can take their meal breaks and rest/tea breaks.

(b) An Employee must be free from duty during their meal break and tea/rest break, and can use the time as they wish, including leaving the work area or the Employer's premises.

(c) An Employee must be given and cannot be required to work during their tea/rest break.

45.4 Staff meetings, in-house training and in-house professional development

(a) Except where it is not reasonably practicable, staff meetings, in-house training and/or in-house professional development will not be conducted during an Employee's meal break or tea/rest break.

(b) Where staff meetings, in-house training and/or in-house professional development are conducted:

(i) during an Employee's meal break, the Employee will wherever possible be allocated an alternative meal break during the shift. Where it is not possible for

the Employee to be allocated an alternative meal break during the shift, sub-clause 45.1(c)(iii) applies;

(ii) during an Employee's tea/rest break, the Employee will be allocated an alternative tea/rest break during the shift.

45.5 Clothing and PPE change

Where an Employee performs a role that requires changing into or out of specific clothes personal protective equipment (PPE) that are necessary to perform work, the Employer will ensure the Employee is provided with time to do this during their working hours.

46 Shift Work and Change of Shift

46.1 In addition to any other rates prescribed elsewhere in this Agreement, an Employee whose rostered hours of ordinary duty finish between 6.00 p.m. and 8.00 a.m. or commence between 6.00 p.m. and 6.30 a.m. will be paid the amount specified in Appendix Three for the "morning shift' and 'afternoon shift' for that Employee per rostered period of duty.

46.2 Provided that in the case of an Employee working on any rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00 a.m. they will be paid for any such period of duty the amount specified in Appendix Three for 'night shift', and provided further that in the case of an Employee permanently working on any such rostered hours of ordinary duty they will be paid for any such period of duty the amount specified in Appendix Three for 'permanent night shift'. Permanently working will mean working for any period in excess of four (4) consecutive weeks.

46.3 Change of Shift

(a) In the case of an Employee who changes from working on one (1) shift to working on another shift the time of commencement of which differs by four (4) hours or more from the first they will be paid the amount specified in Appendix Three on the occasion of each such change in addition to any amount payable under the preceding provisions of this clause.

(b) Change of shift allowance is not payable where a single Employee holds two (2) contemporaneous contracted different positions with the same Employer and moving between those positions results in a change of shift pattern which would ordinarily invoke a change of shift allowance payment.

46.4 The allowances payable pursuant to this clause 46 will be calculated to the nearest five (5) cents, portions of a cent being disregarded.

47 Special Rates for Saturday and Sunday

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

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

47.3 Any recall to duty on a Saturday or Sunday will be paid in accordance with clause 48 (Overtime) or clause 50 (On-Call/Recall) as applicable.

47.4 By agreement with the Employer an Employee will be allowed to take time off in lieu of overtime at the applicable overtime rate as per sub-clause 48.7 of this Agreement.

48 Overtime

48.1 General

The Employer must not request or require an Employee to work overtime hours unless the hours are reasonable.

48.2 Employee may refuse to work unreasonable overtime

(a) An Employee may refuse to work overtime hours where they are unreasonable. In determining whether the overtime hours are reasonable or unreasonable, the following must be taken into account:

(i) any risk to Employee health and safety from working the additional hours;

(ii) the Employee's personal circumstances including any family responsibilities;

(iii) the needs of the workplace or enterprise on which the Employee is employed;

(iv) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;

(v) any notice given by the Employer of any request or requirement to work the additional hours;

(vi) any notice given by the Employee of their intention to refuse to work the additional hours;

(vii) the usual patterns of work in the industry, or the part of an industry, in which the Employee works;

(viii) the nature of the Employee's role, and the Employee's level of responsibility;

(ix) any other relevant matter;

subject to sub-clause 48.2(b).

(b) The relevance of the factors at sub-clause 48.2(a) and the weight to be given to each of them will vary according to the particular circumstances, namely:

(i) in some cases it will require a balancing exercise between the factors;

(ii) in some cases, a single factor will be of great importance and outweigh all others. One specific circumstance where this is the case is where an Employee's personal circumstances (sub-clause 48.2(a)(ii)) require them to provide care for or look after a member of their immediate family or household during the time the Employer wants them to perform overtime. A request to perform overtime in this circumstance will be unreasonable and the Employee may refuse to work it.

48.3 Meaning of 'Authorised'

(a) Overtime is authorised where:

(i) the Employee is required or requested by the Employer (including the Employee's manager, supervisor or program manager) to perform overtime;

(ii) it is approved, usually in advance, either verbally or in writing by the Employer (including the Employee's manager, supervisor or program manager);

(iii) the Employer (including the Employee's manager, supervisor or program manager) requires the Employee to complete work that cannot reasonably be completed in ordinary time, subject to the Employee having already discussed or

attempted to discuss with the Employer (including the Employee's manager, supervisor or program manager) that they will be unable to complete their work within their ordinary time;

(iv) the Employee has performed overtime due to a demonstrable clinical need that needed to be completed at the time and authorisation could not reasonably have been obtained in advance; or

(v) the Employee completes seeing a client/patient/customer where this commenced during ordinary hours and continues beyond the Employee's ordinary hours.

(b) To ensure certainty as to when overtime is authorised, the Employer will develop and publish written protocols consistent with sub-clause 48.3 and clause 85 (safe staffing and workload) describing:

(i) work that, because of its nature, is overtime authorised in advance if it cannot be completed within ordinary hours and is completed in overtime; and

(ii) for matters that are not authorised in advance through a protocol or not authorised in accordance with sub-clause 48.3(a):

(A) how and from whom authorisation can be obtained; and / or

(B) when an Employee should not undertake the work.

(c) Where overtime is worked it will be paid, including when it is not authorised:

(i) under sub-clause 48.3(a); or

(ii) in accordance with the protocols in sub-clause 48.3(b);

save that the Employer may take reasonable action to limit the need for future overtime by addressing the Employee's workload issues or through other appropriate measures including but not limited to steps required to satisfy clause 85 of this Agreement.

(d) An Employer may create policies and /or procedures, consistent with the provisions of this Agreement, regarding the process the manager, supervisor or program manager is required to undertake prior to approving overtime. If a manager / supervisor / program manager approves an Employee's overtime and it is inconsistent with the Employer's polices / procedures, the Employee will still be paid for the overtime worked.

48.4 Payment of Authorised Overtime and Recall to Duty

(a) Overtime, other than for casual Employees (see sub-clause 48.5), means work that is performed:

(i) in excess of ordinary hours of work on any one shift;

(ii) in excess of the full-time ordinary hours described at clause 41 (Hours of Work), save for the exception at clause 52 relating to time worked during the daylight savings change over period; and/or

(iii) where a part-time Employee is directed to work additional hours but excluding an offer of additional ordinary hours as described at sub-clause 20.3(d).

(b) Authorised overtime and recall to duty (see also sub-clause 50.2(b)) for Employees, other than for casual Employees (see sub-clause 48.5), are to be paid at the rate of 150% (time and a half) for the first two (2) hours and 200% (double time) thereafter, save that authorised overtime and recall to duty:

(i) outside the spread of twelve hours from the commencement of the last period of ordinary duty will be paid at the rate of 200% (double time);

(ii) on a Saturday or Sunday will be paid at the rate of 200% (double time);

(iii) on a public holiday will be paid at the rate of 250% (double time and a half);

(iv) outside the spread of twelve hours from the commencement of work by an Employee rostered to work broken shifts will be paid at the rate of 200% (double time).

(c) Only one penalty rate in this sub-clause 48.4 applies to a period of overtime or recall an Employee performs, that being the highest penalty rate that is applicable to that overtime or recall.

See also sub-clause 41.14 and clause 49 for payment when there is not a 10 hour break.

48.5 Casual Overtime

(a) Overtime for casual Employees means work that is performed:

(i) in excess of 10 hours on any one shift; and/or

(ii) in excess of 38 hours per week.

(b) Authorised overtime for casual Employees is to be paid at the rate of 184.5% for the first two (2) hours and 248% thereafter, save that authorised overtime:

(i) outside the spread of twelve hours from the commencement of the last period of ordinary duty will be paid at the rate of 200%;

(ii) on a Saturday or Sunday will be paid at the rate of 248%;

(iii) on a public holiday will be paid at the rate of 310%;

(iv) outside the spread of twelve hours from the commencement of work by an Employee rostered to work broken shifts will be paid at the rate 200%.

(c) Only one penalty rate in sub-clause 48.5(b) applies to a period of overtime a casual Employee performs, that being the highest penalty rate that is applicable to that overtime.

See also sub-clause 41.14 and clause 49 for payment when there is not a 10 hour break.

48.6 Overtime – Submitting Timesheets (or Equivalent) Where Required

(a) Where required by the Employer, Employees will submit timesheets (or equivalent) with any overtime within the timeframe required by the Employer or, where that is not practicable, as soon as practicable.

(b) Where overtime is worked but not submitted within the time required by sub-clause 48.6(a) and was not authorised in accordance with sub-clause 48.3(a) or (b), the Employee will be paid overtime subject to providing reasonable evidence (including the reasons) of the hours worked to the Employer.

(c) Where overtime is worked but not submitted within the time required at sub-clause 48.6(a) above, the Employer may seek an explanation and take reasonable steps to ensure an Employee is able to submit within the time required at sub-clause 48.6(a) above.

48.7 Time off in Lieu (TOIL)

(a) An Employee may elect, with the consent of the Employer which the Employer will not unreasonably withhold, to take time off in lieu of payment for overtime at a time or times agreed with the Employer, provided the time off in lieu is taken within four (4) weeks of accrual, unless otherwise agreed.

(b) Overtime taken as time off during ordinary time hours will be taken at the overtime rates, that is, one and a half (1.5) hours off or two (2) hours off, as the case may be, for each overtime hour worked, or a combination of time off a payment to the same value.

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

(c) The Employer will record time off in lieu arrangements, whether under this sub-clause 48.7, or elsewhere in this Agreement, in the time and wages record.

(d) If circumstances arise so that the Employee cannot take the mutually agreed time off in lieu within four (4) weeks of accrual then payment of the overtime will be made in the next pay period, unless otherwise agreed.

(e) If, on the termination of the Employee's employment, time off in lieu of payment for overtime has not been taken, the Employer must pay the Employee for the overtime at the overtime rate applicable to the overtime when worked, based on the rates of pay applying at the time the payment is made.

48.8 Minimum payment in certain circumstances

Note: Minimum payment for recall is dealt with in clause 50.

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

48.9 Transport

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

49 Ten Hour Break

49.1 When overtime work, including recall work, is necessary it should be arranged so that Employees have at least ten consecutive hours off duty between all bodies of work.

49.2 An Employee who works so much overtime or recall between the cessation of the Employee's previous rostered ordinary hours and the commencement of the next succeeding rostered period of ordinary hours, that the Employee would not have at least ten consecutive hours off duty between the end of the overtime or recall and the commencement of the next rostered period of ordinary hours will, subject to this clause 49, be released after completion of such overtime or recall worked until the Employee has had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

49.3 If, on the instructions of the Employer, an Employee resumes or continues work without having had ten successive hours off duty the Employee will be paid at the rate of double time until the Employee is released from duty for such rest period and the Employee will then be entitled to be absent until the Employee has had ten consecutive hours off duty without loss of pay for rostered hours occurring during such absence.

49.4 If an Employee resumes work of the Employee's own volition, overtime will be calculated in accordance with clause 48 - Overtime. An Employee who resumes work voluntarily will be entitled without loss of pay to attend to ablution and sustenance matters.

50 On-Call/Recall

50.1 On-call Allowance

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

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

50.2 Recall Allowance

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

(b) The overtime will be paid from the time of receiving the recall until the time of returning to the place from which they were recalled.

50.3 Telephone and other recall

(a) Where recall to duty can be managed without the Employee returning to the workplace (for example by telephone), clause 50.2 will not apply and such Employee will be paid a minimum of one (1) hour of overtime for such recall work.

(b) For subsequent recalls beyond the first hour, the Employee will be paid a minimum of one (1) hour of overtime, but multiple recalls within a discrete hour will not attract additional overtime.

51 Make Up Time

51.1 Notwithstanding provisions elsewhere in this Agreement an Employee may elect, with the consent of the Employer, to work make-up time under which the Employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Agreement.

51.2 An Employee on shift work may elect, with the consent of the Employer, to work make-up time under which the Employee takes time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

52 Daylight Savings

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

PART G – PUBLIC HOLIDAYS, LEAVE AND RELATED MATTERS

53 Public Holidays

53.1 Entitlement

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

(a) New Year's Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Christmas Day and Boxing Day; and

(b) the following days, as prescribed in Victoria and relevant localities: Australia Day, Anzac Day, King's Birthday, the Friday before the Australian Football League Grand Final, Labour Day; and

(c) Melbourne Cup Day or in lieu of Melbourne Cup Day, some other day as determined in a particular locality.

53.2 Holidays in lieu

(a) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December.

(b) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December.

(c) When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on the next Monday.

53.3 Additional days

Where public holidays are declared or prescribed on days other than those set out in sub-clause 53.1 and sub-clause 53.2 above in Victoria or a locality thereof, those days will, as applicable, constitute additional holidays for the purpose of this Agreement.

53.4 Substitution of public holidays by agreement

(a) An Employer and Employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES or this Agreement, save that with the exception of public holidays falling during an annual close down in accordance with clause 87, the Employer will not unreasonably refuse a request by an Employee to substitute a public holiday.

(b) Where an agreement under sub-clause 53.4(a) is reached, it will be recorded in writing and a copy given to the Employee.

(c) If an Employee is then rostered or required by the Employer to work on the day that has been substituted for the public holiday in accordance with sub-clause 53.4(a) the Employee will be paid for work on the substitute day in accordance with sub-clause 53.5(b).

53.5 Payment for Public Holidays

(a) Unless required by an Employer to work, an Employee, including a part-time Employee, is entitled to be absent from their employment on a public holiday and be paid for their ordinary hours of work on that day at the ordinary time rate of pay. An Employee may refuse a request by the Employer to work on a public holiday if the request is not reasonable or the refusal is reasonable, and the Employee will be entitled to be absent

from their employment on the public holiday and be paid for their ordinary hours of work on that day at the ordinary time rate of pay.

(b) An Employee who works on a public holiday will receive one (1) of the following:

(i) payment for the hours worked at double time and a half;

(ii) payment for the hours worked at ordinary time rate of pay, plus time off in lieu amounting to one and half (1.5) times the hours worked; or

(iii) payment for the hours worked at ordinary time rate of pay, plus extra annual leave amounting to one and half (1.5) times the hours worked.

An Employee will receive the entitlement to time off in lieu or extra annual leave specified in sub-clauses 53.5(b)(ii) and (iii) within four (4) weeks following the date on which the public holiday occurred. Provided further, in relation to sub-clause 53.5(b)(ii)an Employee must give at least seven (7) days' notice of their intention to take time off in lieu.

(c) Where the hours worked by an Employee on a public holiday are hours in excess of eight (8) hours, the payment for such hours is in accordance with sub-clause 53.5(b)(i).

(d) Where an Employee's ordinary hours of work fall on a day that is a public holiday and the Employee works fewer hours than their usual hours of work on that day, the Employee will be paid:

(i) for the hours worked on the public holiday in accordance with sub-clause 53.5(b); and

(ii) ordinary time for the balance of the ordinary hours not worked on the public holiday.

For example, if the Employee's ordinary hours on the day the public holiday falls is usually eight (8) hours but the Employee only works five (5) hours, the Employee will be paid five (5) hours in accordance with sub-clause 53.5(b) and be paid three (3) hours at the ordinary time rate of pay, which represents the balance of the hours not worked.

(e) For the avoidance of doubt, an Employee will accrue leave on what would have been their ordinary hours on the day had it not been a public holiday, regardless of whether they perform or don't perform work on the public holiday.

(f) If a public holiday occurs on an Employee's rostered day off they will be entitled to receive:

(i) one (1) and a half extra day's pay;

(ii) one (1) and a half days off in lieu; or

(iii) one (1) and a half days will be added to their annual leave;

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

53.6 Weekend Workers and Public Holidays

(a) Notwithstanding the earlier provisions of this clause 53, an Employee who in any year of employment works a portion of their ordinary hours on a weekend, and who works on any of the public holidays set out in sub-clause 53.1, will be entitled (in lieu of any entitlement under sub-clause 53.2) to one and a half (1.5) extra days' pay on the first pay day following the end of the pay period during which the public holiday falls.

(b) If an Employee who in any year of employment works a portion of their ordinary hours on a weekend, at the end of the yearly period in respect of which their annual leave

accrues, does not become entitled to additional leave under sub-clause 54.2 they will be entitled to one and a half (1.5) extra days' pay or one and a half (1.5) extra days' annual leave for each such public holiday on which they were rostered off.

53.7 Accrued Days Off and Public Holidays

Where an Employee's accrued day off falls on any such public holiday, a substitute day will be determined by the Employer to be taken in lieu thereof, such day to be within the same four (4) week cycle where practical.

53.8 Public Holidays on Weekends

Notwithstanding the provisions of sub-clause 53.2, an Employee who is not ordinarily required to work on a Sunday or Saturday will not be entitled to any benefit for any public holidays which may fall on or are observed on a Saturday or a Sunday unless they are required to work on any such public holiday.

53.9 Public holidays and part-time Employees

(a) A part-time Employee who is ordinarily required to work on the day on which a public holiday is observed is entitled to payment in accordance with sub-clause 53.5(a). Subject to sub-clauses 53.9(b) and 53.9(c), a part-time Employee who is not ordinarily required to work on the day on which a public holiday is observed will not be entitled to payment for such public holiday unless they are required to work on that day.

(b) In determining whether a part-time Employee whose days of work vary is ordinarily required to work on the day on which a public holiday is observed, the Employer will review the days the Employee has worked over the preceding six (6) months. A part-time Employee will be deemed to have been ordinarily required to work on the day on which a public holiday is observed if, over the preceding six (6) months, the Employee has worked on the day of the week on which a particular public holiday falls 50% or more of the time.

(c) A part-time Employee deemed to have been ordinarily required to work on the day on which the public holiday is observed under sub-clause 53.9(b) will be paid for the hours they would ordinarily be required to work on the day of the week on which the public holiday is observed. Payment for these hours will be at the ordinary time rate of pay.

54 Annual Leave

Note: If an Annual Close Down is proposed, refer to clause 87 for the process.

54.1 Period of leave

(a) Effective from the FFPPOA commencement of this Agreement, an Employee will be entitled to 190 hours leave on ordinary pay per year of continuous service with the Employer.

(b) Annual leave under this clause 54 accrues progressively during a year of continuous service according to the Employee’s ordinary hours of work, and accumulates from year to year.

54.2 Additional Leave – Weekend worker

(a) An Employee who is a weekend worker as defined at sub-clause 54.2(b) is entitled to an additional 38 hours annual leave on the same terms and conditions.

(b) A weekend worker is one who works for more than four (4) ordinary hours on 10 or more weekends per year.

(c) A weekend worker is a shift worker for the purpose of the NES and the additional leave at sub-clause 54.2 satisfies the entitlement at section 87(1)(b)(ii) of the Act. The entitlement in sub-clause 54.2 is in addition to the On-Call and Rostered Overtime entitlement provided by sub-clause 54.3, but both entitlements cannot be claimed for the same bodies of work.

54.3 Additional Leave – On call and rostered overtime

(a) An Employee who is rostered on-call or who performs rostered overtime for more than four (4) hours on 10 or more weekends per annum will be entitled to an additional 38 hours annual leave. This entitlement is in addition to the Weekend Worker entitlement provided by sub-clause 54.2, but both entitlements cannot be claimed for the same bodies of work.

(b) Leave loading does not apply to leave accrued under sub-clause 54.3(a) above.

54.4 Annual leave exclusive of public holidays

The annual leave prescribed in sub-clauses 54.1, 54.2 and 54.3 above will be exclusive of any of the holidays prescribed by clause 53 - Public holidays and if any such holiday falls within an Employee's period of annual leave and is observed on a day which would have been an ordinary working day for the Employee the Employee is taken not to be on paid annual leave on that public holiday and annual leave will not be deducted from an Employee's accrual for that day.

54.5 Time of taking leave

(a) Annual leave will be taken for a period agreed between the Employee and the Employer. An Employee may access accrued annual leave prior to the completion of a year of service.

(b) The Employer will not unreasonably refuse to agree to a request by the Employee to take paid annual leave, including a request to take single day or part day periods of annual leave.

(c) Once annual leave is granted by the Employer, it will only be revoked by mutual agreement, save that:

(i) the Employer will not unreasonably refuse a request by an Employee to revoke the granting of leave, including having regard to whether the Employee has an excess annual leave balance as defined in sub-clause 56.1; and

(ii) an Employee will give genuine consideration to a request by the Employer to revoke leave.

(d) Where an Employee applies for annual leave the Employer will respond to the application as soon as practical, but no later than four (4) weeks after the application has been made.

(e) Where it is likely the leave request will be rejected, the Employer and Employee will consult on alternative leave days within the four (4) week period in sub-clause 54.5(d).

(f) High Demand Holiday Periods

(i) The Employer will develop and publish to affected Employees (which may be a specific department or work area) requirements for a high demand holiday period. Where this occurs, the requirement must identify:

(A) the high demand holiday period;

(B) the date by which a written request for annual leave should be submitted, save that sub-clause 54.5(b) still applies to a request made after this date; and

(C) subject to sub-clause 54.5(d), the date by which the Employer will notify the Employee in writing that their annual leave request is approved or, if not approved, the reasons for the leave not being approved.

Note: The date for the purposes of this sub-clause 54.5(f) may be either a specified date or number of weeks prior to the start of the high demand holiday period (for example, 12 weeks prior to the start of school holidays).

(ii) In determining applications for high-demand periods, the Employer will consider all the circumstances including but not limited to:

(A) the Employer's operational needs;

(B) the Employee's family responsibilities; and

(C) whether previous annual leave applications by the Employee for the same high demand period were successful or not.

Example:
A department generally receives more applications for annual leave over school term breaks than it can accommodate. This means that school term breaks are 'high demand periods' for that department within the meaning of this sub-clause 54.5(f) and the Employer must publish the information specified above at sub-clause 54.5(f)(i) and, when determining the applications, apply the considerations at sub-clause 54.5(f)(ii).

54.6 Leave in advance

(a) The Employer may allow an Employee to take annual leave in advance before the right to it has accrued.

(b) Where an Employee remains in annual leave debt upon termination, such amount (including any leave loading paid) may be deducted from any amounts otherwise payable to the Employee upon termination of the employment.

54.7 Payment of annual leave on termination

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

54.8 Annual leave loading

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

54.9 Annual leave and interaction with other leave

(a) An Employee may take other types of leave, such as personal leave or compassionate leave but excluding unpaid parental leave and community service leave, whilst on annual leave. An Employee is taken not to be on paid annual leave whilst on any other leave such as personal leave or compassionate leave but excluding unpaid parental leave and community service leave, and the Employee's paid annual leave accrual will

be amended to reflect this. That is, annual leave will not be deducted from an Employee's annual leave accrual for the time the Employee is on the other leave.

(b) In the case of taking personal leave, the Employee will provide the Employer with a certificate from a registered health practitioner or an individual who is registered with the Australian Sonographer Accreditation Registry (ASAR) other than as a student immediately upon their return to work and the Employer will deduct the personal leave and re-credit the annual leave entitlement to the extent it coincides with the personal leave. Any annual leave loading already paid is taken to have been paid in advance.

(c) In the case of taking compassionate leave, the Employee will provide a statutory declaration or other evidence to the satisfaction of the Employer immediately upon returning to work after annual leave and the Employer will re-credit the annual leave entitlement to the extent it coincides with the compassionate leave.

55 Cashing out of Annual Leave

55.1 Paid annual leave must not be cashed out except in accordance with an agreement under this clause 55.

55.2 **Written request and written agreement**

An Employee wishing to cash out annual leave must make a written request to the Employer, save that the Employer will not unreasonably refuse such a request. Where the Employer agrees to that request, the Employee and the Employer will record the agreement in writing.

55.3 Where an Employee has more than 152 hours (pro rata for part-time Employees) accrued annual leave then, subject to sub-clause 55.2, the Employee may elect to cash out some or all of the annual leave exceeding 152 hours (pro rata for part time Employees). The Employee cannot cash out the leave if it would result in the remaining accrued entitlement to paid annual leave being less than 152 hours (pro rata for part-time Employees).

55.4 In the event the Employee elects to cash out annual leave under this clause 55 the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave, including annual leave loading and superannuation.

55.5 Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Employer and Employee.

56 Excessive Leave Accruals

56.1 Where an Employee has over eight (8) weeks annual leave, either the Employee or Employer can request a meeting to discuss reducing excessive annual leave by agreement. Following such a meeting:

(a) there must be a reasonable opportunity for the Employee to submit a leave plan to reduce the leave to six (6) weeks within three (3) months;

(b) the Employer won't unreasonably refuse to agree to a leave reduction plan, including a proposal to save leave for an extended period of annual leave within 12 months of the annual leave reduction plan. Where a plan to save annual leave is agreed, such agreement will be in writing and signed by the Employee and Employer; and

(c) in the event that a leave reduction plan cannot be agreed within a three (3) month period following the meeting to discuss reducing the excessive annual leave, the Employer may direct an Employee to reduce accrued leave to not less than six (6) weeks. Within the

18 month period following the operation of this Agreement, an Employer can only direct an Employee who commenced employment prior to the commencement of this Agreement to take one-quarter of their annual leave.

56.2 However, a direction by the Employer under sub-clause 56.1(c);

(a) is of no effect if it would result at any time in the Employee's remaining accrued entitlement to paid annual leave being less than six (6) weeks when any other paid annual leave arrangements are taken into account;

(b) must not require the Employee to take any period of paid annual leave of less than one (1) week, unless the Employee agrees otherwise;

(c) must not require the Employee to take a period of paid annual leave beginning less than six (6) weeks, or more than 12 months, after the direction is given; and

(d) must not be inconsistent with any leave arrangement agreed by the Employer and Employee.

56.3 The Employer cannot direct an Employee to take more than eight (8) weeks' of annual leave in any one (1) year of service.

56.4 An Employee whom a direction has been given under sub-clause 56.1(c) may request to take a period of paid annual leave as if the direction had not been given.

56.5 Without limiting the dispute resolution procedure of the Agreement, either an Employee or Employer (or their representative/s) may refer a dispute about the following matters to the FWC:

(a) a dispute about whether the Employer or Employee has requested a meeting and genuinely tried to reach agreement;

(b) a dispute about whether the Employer has unreasonably refused to agree to a request by an Employee to take paid annual leave; and

(c) a dispute about whether a direction to take annual leave complies with this clause 56

57 Flexible Annual Leave Arrangements (Purchased Leave)

57.1 Employees may apply for and be granted flexible annual leave arrangements up to and including 48/52 arrangements subject to agreement with the Employer. Agreement will not be unreasonably withheld. Approvals rest with the Employer who may legitimately take into account operational needs and work requirements.

57.2 A 48/52 arrangement is defined as meaning a situation where an Employee takes an additional four (4) weeks leave per annum in addition to all other leave entitlements but is paid 48/52 of the weekly base rate prescribed by the Agreement for each week during which their employment is subject to these arrangements. Where another configuration is proposed, the same principle will apply. That is, the weekly base rate will be reduced by an amount reflecting the amount of the additional leave. For example, if a 50/52 arrangement was proposed, the Employee would take an additional two (2) weeks leave per annum and would be paid 50/52 of the weekly base rate prescribed by the Agreement.

57.3 Accrual of personal leave and long service leave will be unaffected by these arrangements.

57.4 Where an Employee applies for leave pursuant to this clause 57 the Employer will respond to such applications within four (4) weeks. The approval of flexible annual leave arrangements for individual Employees will be subject to annual application and approval by the Employer.

57.5 Purchased Leave must be used in the twelve-month period in which it is purchased. Purchased leave will be taken at a time that is mutually agreed between the Employer and the Employee, save that the Employer will not unreasonably refuse to agree to a request by an Employee to take purchased leave at a particular time.

57.6 When the Employer has agreed to an Employee taking purchased leave a particular time, it will only be revoked by mutual agreement, save that:

(a) the Employer will not unreasonably refuse a request by an Employee to revoke the taking of leave; and

(b) an Employee will give genuine consideration to a request by the Employer to revoke the taking of leave.

58 Personal Leave

58.1 Amount of paid personal leave

(a) Personal leave is available to an Employee, in accordance with the terms of this clause 58, when they are absent:

(i) due to personal illness or injury (Sick Leave); or

(ii) for the purposes of providing care or support to an immediate family or household member who requires such care or support due to:

(A) a personal illness or injury affecting the member; or

(B) an unexpected emergency affecting the member (Carer’s Leave).

(b) An Employee, other than a casual Employee, is entitled to the following amount of paid personal leave, which accrues progressively during a year of continuous service with the Employer:

(i) 91 hours 12 minutes (12 days) in the first year of service;

(ii) 106 hours 24 minutes (14 days) each year in the second, third and fourth year of service;

(iii) thereafter, 159 hours 36 minutes (21 days) in each year of service.

(c) A ‘day’ equals 7 hours and 36 minutes in this clause 58.

(d) Personal leave accumulates from year to year.

(e) An Employee may take personal leave for part of a day.

(f) Leave will be deducted from the Employee’s accrued personal leave including, where relevant, for a part day.

(g) Employers recognise the right of Employees to utilise personal/carer’s leave in accordance with this clause 58 and will not adopt systems or practices intended to discourage the legitimate exercise of that right by Employees, such as unreasonably questioning Employee’s about their use of personal/carer’s leave. For the avoidance of doubt, nothing in this sub-clause 58.1(g) precludes an Employer from asking for notice and/or evidence in accordance with sub-clauses 58.2 or 58.5.

58.2 Personal leave for personal injury or sickness

(a) An Employee is entitled to use the full amount of their personal leave entitlement including accrued and accumulated leave for the purposes of Sick Leave, subject to the conditions set out in this sub-clause 58.2.

(b) Provided that such illness or injury and the relevant duration is certified by a registered health practitioner, an individual who is registered with the Australian Sonographer Accreditation Registry (ASAR) other than as a student or is evidenced by the production of a statutory declaration signed by the Employee. Such certificate or statutory declaration is tendered to the Employer within 48 hours of the commencement of such absence or as soon as is otherwise reasonably practicable.

(c) An Employee may be absent for one (1) day on Sick Leave without furnishing evidence of such sickness on not more than three (3) occasions in any one (1) year.

(d) An Employee will, at least two (2) hours before their time rostered to commence duty on the first day of absence, or otherwise as soon as reasonably practicable, inform the Employer of their inability to attend for duty because of a personal illness or injury and the estimated duration of the absence. Employees rostered for duty prior to 10.00 a.m. on the first day of such absence will not be required to give such notice before 8.00 a.m.

(e) An Employee may use up to one (1) week (38 hours) of personal leave (pro rata for part-time Employees), in aggregate, in any year of service for reasons other than those described at sub-clause 58.1 on account of a disability or where the Employee is required in the circumstances to attend a Registered Health Practitioner or an individual who is registered with the Australian Sonographer Accreditation Registry (ASAR) other than as a student.

> **Example:**
> An Employee may use their personal leave to attend a Registered Health Practitioner or an individual who is registered with the Australian Sonographer Accreditation Registry (ASAR) other than as a student on ten occasions of half a day each in any year of service provided that the total period will not exceed one (1) week (38 hours).

58.3 Transfer of personal leave

(a) Where an Employee is or has been in the service of:

(i) any hospital, benevolent home, community health centre, Society or Association registered under the *Health Services Act 1988* (Vic) (or the *former Hospitals and Charities Act 1958* (Vic)) or any successor legislation; or

(ii) the Cancer Institute (constituted under the *Cancer Act 1958* (Vic));

and commences employment with an (or another) Employer within the **allowable period of absence**, the Employer will credit the Employee's accumulated personal leave from the previous employer to the Employee in their new employment provided that the Employee (including Employees at sub-clause 58.3(d)) complies with the requirements of sub-clause 58.3(c).

(b) For the purposes of this sub-clause 58.3, an **allowable period of absence** means 13 weeks in addition to the total period of paid annual leave and long service leave which the Employee actually receives on termination or for which they are paid in lieu.

Example 1:

An Employee ceases employment with Employer A and has 12 weeks combined annual leave and long service leave paid out on termination. This means the Employee's total allowable period of absence is 25 weeks. The Employee commences employment with Employer B 20 weeks after ceasing employment with Employer A. As they have commenced employment with Employer B within the allowable period of absence, they can transfer their personal leave in accordance with this sub-clause 58.3.

Example 2:

An Employee ceases employment with Employer C and has eight (8) weeks combined annual leave and long service leave paid out on termination. This means the Employee's total allowable period of absence is 21 weeks. The Employee commences employment with Employer D 28 weeks after ceasing employment with Employer C. As they have commenced employment with Employer D outside the allowable period of absence, they cannot transfer their personal leave in accordance with this sub-clause 58.3.

(c) The Employee will, within five (5) weeks of commencing with the new Employer, provide the new Employer with:

(i) a written statement from the previous employer specifying the personal leave credits at termination, such as a certificate of service; or

(ii) make a written declaration or produce a written statement acceptable to the Employer as to what personal leave has been taken during the period of their previous employment.

(d) Where an Employee resigns from their permanent or fixed-term employment with an Employer covered by this Agreement **(the previous Employer**) but continues to remain engaged as a casual Employee with the previous Employer, and commences permanent or fixed-term employment with another Employer covered by this Agreement (**the new Employer**), at the Employee's request they will have their personal leave with the previous Employer transferred to them at the new Employer. For the avoidance of doubt, the five (5) week timeframe and evidence requirements at sub-clause 58.3(c) still applies with the date being effective from when the Employee commences employment with the new Employer. The allowable period of absence applies with the commencement date of the allowable period of absence being the day after the Employee ceases to be a non-casual (that is ceases to be full-time, part-time, or fixed-term Employee or Employee with limited tenure) at the previous Employer.

(e) Confirmation of personal leave to be credited

(i) Prior to commencement of employment, the Employer will confirm with the prospective employee whether there is service for the purposes of Personal Leave accrual and Personal Leave to be credited under this sub-clause 58.3.

(ii) Where it is unclear what service for the purposes of Personal Leave accrual and Personal Leave to be credited under this sub-clause 58.3 an Employee has upon commencement of employment, this crediting will occur as soon as possible after it becomes clear.

58.4 Infectious disease

(a) An Employee who contracts an infectious disease in the course of their employment with the Employer and who is entitled to receive workers compensation will have any

difference between workers compensation and the Employee's ordinary salary made up by the Employer for a period up to but not exceeding three (3) months.

(b) An Employee who contracts an infectious disease in the course of their employment with the Employer, who is not entitled to receive workers compensation and is certified by the Medical Superintendent or by a Medical Practitioner approved by the Employer as having an infectious disease, will be paid their full pay during the necessary period off duty for up to but not exceeding three (3) months.

(c) Pay granted under this sub-clause 58.4 will not be deducted from the Employee's personal leave accrual.

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

(a) An Employee is entitled to use their personal leave, including accrued and accumulated leave, as Carer's Leave. Leave may be taken for part of a single day.

(b) The entitlement to use personal leave is subject to the Employee providing care or support of the person concerned.

(c) When taking Carer's Leave to care or support a member of their immediate family or household who is sick or injured, the Employee must, if required by the Employer, establish by production of a medical certificate or statutory declaration, the illness or injury of the person concerned during the relevant period and that the illness or injury is such as to require care or support by another.

(d) When taking Carer's Leave to care or support a member of their immediate family or household due to an unexpected emergency, the Employee must, if required by the Employer, establish by production of documentation acceptable to the Employer or statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care or support by the Employee.

(e) The Employee must, where reasonably practicable, give the Employer notice that the Employee requires leave to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, and the estimated duration of the leave, prior to the period of absence. If it is not reasonably practicable for the Employee to give prior notice of the absence, the Employee must otherwise notify the Employer as soon as reasonably practicable.

58.6 Unpaid Personal Leave

Where an Employee has exhausted all paid Carer's Leave entitlements, the Employee is entitled to take unpaid personal leave to care for or support members of their immediate family or household who are sick or injured and require care or support or who require care or support due to an unexpected emergency. The Employer and the Employee will agree on the period. In the absence of agreement, the Employee is entitled to take up to two (2) days of unpaid leave per occasion, which may be taken as a single continuous period of up to two (2) days or any separate periods to which the Employee and Employer agree. An Employee's entitlement to unpaid personal leave is subject to them meeting the above notification and evidentiary requirements.

58.7 Personal leave on a public holiday

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

58.8 Personal leave on a period of paid family violence leave

If the period during which an Employee takes paid personal/carer's leave includes a period of paid family violence leave, the Employee is taken not to be on paid personal/carer's leave for the period of that paid family violence leave.

59 Casual Employment – Caring Responsibilities

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

59.2 The Employer and the Employee will agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to three (3) days per occasion, which may be taken as a single continuous period of up to three (3) days or any separate periods to which the Employee and Employer agree. The casual Employee is not entitled to any payment for the period of non-attendance.

59.3 The Employer must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause 59. The rights of the Employer to engage or not to engage a casual Employee are otherwise not affected.

60 Fitness for Work

60.1 Fit for Work

(a) The Employer is responsible for providing a workplace that is safe and without risk to health for Employees, so far as is reasonably practicable. This responsibility includes compliance with Occupational Health and Safety legislation.

(b) Each Employee is responsible for ensuring that they are fit to perform their duties without risk to the safety, health and well-being of themselves and others within the workplace, so far as is reasonably practicable. This responsibility includes compliance with lawful and reasonable measures put in place by the Employer related to Occupational Health and Safety requirements.

60.2 Addressing concerns about Fitness for Work

(a) In the event an Employee's manager forms a Reasonable Belief as defined at sub-clause 60.2(b) below that an Employee is unfit to perform their duties, the Employer will discuss their concerns with the Employee in a timely manner to promote physical, mental and emotional health so that Employees can safely undertake and sustain work.

(b) In this clause 60 **Reasonable Belief** means a belief a reasonable person would hold based on sufficient evidence that supports a conclusion on the balance of probabilities. Nothing in this clause 60 permits an Employer to act contrary to the *Health Records Act 2001* (Vic).

(c) In this clause 60 **Treating Medical Practitioner** may, where relevant, include a psychologist.

(d) The Employer will:

(i) take all reasonable steps to give the Employee an opportunity to address any concerns which are the subject of the Reasonable Belief;

(ii) inform the Employee of their right to have a representative, including a Union representative, at any time when meeting with the Employer to represent the Employee;

(iii) genuinely consider the Employee's response with a view to promoting physical, mental and emotional health so that Employees can safely undertake and sustain work; and

(iv) take these responses into account in considering whether reasonable adjustments can be made in order that the Employee can safely undertake and sustain work.

60.3 Treating Medical Practitioner

(a) Where, after discussion with the Employee, the Employer continues to have a Reasonable Belief that the Employee is unfit to perform the duties, the Employer may request that the Employee consent to the Employer obtaining a report from the Employee's Treating Medical Practitioner (through the Employee or by writing directly to the Treating Medical Practitioner where the Employee has agreed to this in writing) regarding the Employee's fitness for work.

(b) Where the Employee consents, the Employee will advise the Employer of the Employee's Treating Medical Practitioner.

(c) The Employer will either:

(i) provide to the Employee, in writing, the concerns that form the basis of the Reasonable Belief and a copy of all correspondence the Employee can provide to their Employee's Treating Medical Practitioner requesting a report to address the concerns; or

(ii) where the Employee has agreed to this in writing, provide to the Treating Medical Practitioner, in writing, the concerns that form the basis of the Reasonable Belief and request a report to address the concerns.

(d) In the case of sub-clause 60.3(c)(i) the Employee will provide a copy of the relevant report to the Employer.

(e) In the case of sub-clause 60.3(c)(ii) the Employer will provide a copy of the correspondence to the Employee and a copy of the relevant report provided by the Treating Medical Practitioner.

(f) The Employer and Employee will meet to discuss the relevant report.

(g) Where the Employee's Treating Medical Practitioner indicates in the report that the Employee is fit for work this will be accepted by the Employer, except where the Employer continues to have a Reasonable Belief that the Employee is unfit for duty.

60.4 Independent Medical Examiner (IME)

(a) Where:

(i) the Employer continues to have a Reasonable Belief that the Employee is unfit for duty; or

(ii) Employee does not consent to or provide a report from their Treating Medical Practitioner;

the Employer may require the Employee to attend an IME who is not employed by the Employer.

(b) Before the Employee attends an IME the Employer will provide the Employee with the name of the proposed IME, the address, time and date of the appointment.

(c) If the Employee has concerns regarding the impartiality of the proposed IME notified in sub-clause 60.4(b), within three (3) business days or reasonable longer period to allow the Employee to consult with their Treating Medical Practitioner, the Employee will:

(i) provide the reasoning for their concerns, and

(ii) provide three (3) alternative IMEs for consideration by the Employer.

(d) The Employer must:

(i) consider the information provided by the Employee;

(ii) provide three (3) alternative IMEs for consideration by the Employee;

(iii) notify the Employee of the practitioner the Employer has decided will undertake the IME; and

(iv) include the reasons for their decision.

(e) The Employee may:

(i) supplement the material to be provided to the IME; and/or

(ii) request to meet with the Employer to consult about the material the Employer proposes to provide the IME. The Employee's representative may attend the meeting and represent the Employee.

60.5 Where the Employee attends a medical practitioner under either sub-clause 60.3 or 60.4 above, the Employer will:

(a) provide to the Employee a copy of any correspondence (including any supporting material) proposed to be provided to the medical practitioner and any resulting report;

(b) pay for the cost of the appointment and report;

(c) provide the Employee with a copy of any medical report it receives on the Employee’s capacity or fitness for work;

(d) provide the Employee with paid leave to attend the medical practitioner without deduction from paid leave accruals or entitlements; and

(e) reimburse the Employee for any other reasonable costs incurred by the Employee in attending the medical practitioner, including the travel allowance in clause 38 (Travelling Allowance).

60.6 Nothing in this clause 60 prevents an Employer from taking any reasonable step to ensure a safe work environment in accordance with applicable legislation and this Agreement.

60.7 The Employer will respect an Employee’s privacy and ensure that any personal information provided by the Employee or a medical practitioner under this clause 60 is kept confidential.

60.8 The Employer must only seek information regarding the Employee’s capacity to work related to the concerns at sub-clause 60.2(a), including from any medical practitioner an Employee attends under sub-clause 60.3 or 60.4, and will not request confidential medical information under sub-clause 60.2, 60.3 and 60.4.

60.9 This clause 60. does not apply to an injury that is the subject of an active WorkCover claim. Matters regarding an Employee's Fitness for Work regarding an injury that is the subject of a

WorkCover claim will be managed in accordance with the WIRC Act including the Employer's obligation to provide a safe work environment.

61 Reasonable Adjustments

61.1 Where an Employee has a Disability (whether permanent or temporary) the Employer is required to make Reasonable Adjustments to enable the Employee to continue to perform their duties, subject to sub-clause 61.2 below.

61.2 An Employer is not required to make Reasonable Adjustments if the Employee could not or cannot adequately perform the genuine and reasonable requirements of the employment even after the Reasonable Adjustments are made.

61.3 Definitions

(a) **Disability** has the same meaning as section 4 of the *Equal Opportunity Act 2010* (Vic) and includes:

(i) total or partial loss of a bodily function;

(ii) presence in the body of organisms that may cause disease;

(iii) total or partial loss of a part of the body; or

(iv) malfunction of a part of the body including a mental or psychological disease or disorder or condition that results in a person learning more slowly than those without the condition or disorder.

(b) Reasonable Adjustments has the same meaning as section 20 of the *Equal Opportunity Act 2010* (Vic) and requires consideration of all relevant facts and circumstances including:

(i) the Employee’s circumstances, including the nature of the Disability;

(ii) the nature of the Employee’s role;

(iii) the nature of the adjustment required to accommodate the Employee’s disability;

(iv) the financial circumstances of the Employer;

(v) the size and nature of the workplace and the Employer’s business;

(vi) the effect on the workplace and the Employer’s business of making the adjustment including the financial impact, the number of persons who would benefit or be disadvantaged and the impact of efficiency and productivity;

(vii) the consequences for the Employer in making the adjustment; and

(viii) the consequences for the Employee in not making the adjustment.

62 Family Violence Leave

NOTE: Family member is defined in section 8 of the Family Violence Protection Act 2008 (Vic) and is broader than the definition of Immediate Family in sub-clause 4.14.

62.1 The Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Employer is committed to providing support to staff that experience family violence.

62.2 The Employer will develop guidelines to supplement this clause 62 which details the appropriate action to be taken in the event that an employee discloses family violence.

62.3 Definitions

(a) In this Agreement, **Family Violence** has the same meaning as the *Family Violence* Protection *Act 2008* (Vic) (**Family Violence Act**) and also has the same meaning as '*Family and Domestic Violence*' in the NES.

(i) Under the Family Violence Act, Family Violence is defined, in part, as:

(A) behaviour by a person towards a family member of that person if the behaviour is:

(1) physically or sexually abusive;

(2) emotionally or psychologically abusive;

(3) economically abusive;

(4) threatening;

(5) coercive; or

(6) 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 sub-clause 62.3(a)(i)(A)

(ii) Under the NES the definition of Family and Domestic Violence is violent, threatening or other abusive behaviour by an Employee's close relative (as defined under the Act), Employee's household, or a current or former intimate partner of an Employee that seeks to coerce or control the Employee and causes the Employee harm or to be fearful.

(b) **Affected Employee** means an Employee experiencing family violence as defined.

62.4 Amount of Leave

(a) An affected full-time Employee will have access to 20 days per year of paid family violence leave.

(b) An affected part-time Employee who works 19 ordinary hours or more per week will have access to 20 days per year of paid family violence leave on a pro-rata basis and a balance of unpaid family violence leave days so that the Employee has access to 20 days family violence leave in total per year.

> **Example:** A part-time Employee is 0.75 EFT, meaning they can access 15 days of family violence leave per year (the pro-rata entitlement of 20 days paid family violence leave per year). They would therefore be able to access a further 5 days of unpaid family violence leave per year for a total of 20 days of family violence leave per year they can access.

(c) An affected part-time Employee who works below 19 ordinary hours per week will have access to 10 days per year (not pro-rata) of paid family violence leave and 10 days of unpaid family violence leave.

(d) An affected casual Employee will have access to 10 days per year (not pro-rata) of paid family violence leave and 10 days of unpaid family violence leave.

(e) Family violence leave is available in full at the start of each 12-month period of the Employee's employment.

62.5 Taking of Leave

(a) An Affected Employee may take family violence leave where they require time release for activities related to and as a consequence of family violence including:

(i) accessing police services,

(ii) medical and legal assistance;

(iii) court appearances/hearings;

(iv) counselling (including financial counselling/assistance);

(v) relocation;

(vi) recovering from family violence (for example, recovering from bruising); and/or

(vii) making safety arrangements.

(b) An Employee who supports a family member or household member experiencing Family Violence may also utilise their personal leave entitlement to accompany the family member or household member to court, to hospital, or to care for children.

(c) The leave may be taken as consecutive days, single days or as a fraction of a day.

(d) The leave does not accumulate from year to year.

62.6 Payment of Leave

(a) Where an Affected Employee takes a period of family violence leave under this clause 62, the Employer must pay the Employee, in relation to the period:

(i) for an Employee other than a casual Employee — at the Employee's full rate of pay, worked out as if the Employee had not taken the period of leave;

(ii) for a Casual Employee — at the Employee's full rate of pay, worked out as if the Employee had worked the hours in the period for which the casual Employee was rostered.

(b) Without limiting sub-clause 62.6(a)(ii), a casual Employee is taken to have been rostered to work hours in a period if the Employee has accepted an offer by the Employer of work for those hours.

(c) Sub-clause 62.6(a)(ii) does not prevent a casual Employee from taking a period of paid family violence leave that does not include hours for which the casual Employee is rostered to work. However, the Employer is not required to pay the casual Employee in relation to such a period.

62.7 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).

62.8 Disclosure of Family Violence and Support

(a) An affected Employee may disclose they are experiencing Family Violence to either their immediate supervisor or the designated contact point.

(b) Where an affected Employee makes a disclosure to their immediate supervisor, the supervisor will advise the designated contact point.

(c) Following consultation with the affected Employee, the relevant supervisor and designated contact point will:

(i) implement reasonable measures to manage any potential risk to health and safety. Such measures may include:

(A) changing the affected Employee's hours of work, duties, location of work or contact details;

(B) advising security staff consistent with the Employer's occupational violence policy where applicable; and/or

(C) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

Changes to work arrangements may be agreed on a temporary or ongoing basis having regard to the circumstance. Periods of review should also be agreed;

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

(iii) provide information regarding current support services.

(d) Where the performance or attendance of an Employee at work suffers as a result of being a victim of family violence, the Employer will:

(i) take into account the effect of the family violence; and

(ii) take all reasonable measures to support attendance and / or performance;

when addressing the Employee's performance or attendance, taking into account all of the relevant circumstances.

62.9 Confidentiality

(a) All personal information concerning family violence will be kept confidential in line with the Employer's policies and relevant legislation. An Employer must not, other than with the consent of the Affected Employee, use such information for a purpose other than satisfying itself in relation to the Employee's entitlement to leave under this clause 62. In particular, an Employer must not use such information to take adverse action against an Affected Employee.

(b) Sub-clause 62.9(a) has effect subject to sub-clause 62.9(c).

(c) Nothing in this clause 62 prevents an Employer from dealing with information provided by an Affected Employee if doing so is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

Note: Information covered by this clause that is personal information may also be regulated under the Privacy Act 1988 (Cth).

62.10 Notice and Evidence Requirements

(a) Notice requirements

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

(b) Evidence requirements

(i) An Employee may be required by the Employer to provide evidence that their absence is due to the reasons specified in sub-clause 62.5(a) or 62.5(b).

(ii) If required, such evidence will be in the form of an agreed document issued by a medical practitioner, registered health practitioner, an individual who is registered with the Australian Sonographer Accreditation Registry (ASAR) other than as a student, Police service, Court, Family Violence Support Service, social support service, financial counsellor or Lawyer, or a statutory declaration may be used.

63 Compassionate Leave

63.1 When compassionate leave is available

Compassionate leave is available under this clause 63 to an Employee for each occasion (a "**permissible occasion**") when:

(a) a member of the Employee's Immediate Family or household:

(i) contracts or develops a personal illness or sustains a personal injury that poses a serious threat to their life; or

(ii) dies;

(b) a child is a Stillborn Child, where the child would have been a member of the Employee's Immediate Family, or a member of the Employee's household, if the child had been born alive; or

(c) the Employee or the Employee's Spouse has a Miscarriage.

63.2 Sub-clause 63.1(c) does not apply:

(a) if the Miscarriage results in a Stillborn Child (though an Employee would still be entitled to compassionate leave in accordance with sub-clause 63.1(b); or

(b) to a former Spouse of the Employee.

63.3 If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

63.4 Employees other than casual Employees

The provisions of sub-clauses 63.5 to 63.7 apply to all Employees other than casual Employees. The entitlements of casual Employees are set out in sub-clause 63.8.

63.5 Subject to the evidence requirements described at sub-clause 63.9, an Employee is entitled to four (4) ordinary days' paid leave, on each permissible occasion.

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

(a) a single continuous four (4) day period;

(b) four (4) separate periods of one (1) day each; or

(c) any separate periods to which the Employee and Employer agree.

63.7 An Employee is additionally entitled to take unpaid leave of four (4) days on each permissible occasion. An Employee may take unpaid additional compassionate leave by agreement with the Employer.

63.8 Casual Employees

Subject to the evidence requirements described at 63.9, a casual Employee is entitled to four (4) days unpaid compassionate leave on each permissible occasion. Unpaid compassionate leave under this sub-clause 63.8 may be taken as:

(a) a single continuous period;

(b) four (4) separate periods of one (1) day each; or

(c) any separate periods to which the Employee and Employer agree.

63.9 Evidence

Proof of the injury, illness or death must be provided that would satisfy a reasonable person, if requested.

64 Pre-Natal and Fertility Treatment Leave

64.1 If an Employee is or will be attending:

(a) pre-natal appointments or parenting classes; and/or

(b) fertility treatments (including but not limited to Ovulation Induction, IUI (intra uterine insemination, IVF (In Vitro Fertilisation) or ICSI (Intracytoplasmic Sperm Injection) and/or appointments relating to such fertility treatments;

and it is not practicable to attend such appointment, classes or treatments outside the ordinary hours of an Employee, including because the Employee’s partner is not able to attend such appointments, classes or treatments with them outside the ordinary hours of the Employee, then on production of evidence that would satisfy a reasonable person of attendance at such appointment, class or treatment, the Employee may access their Personal Leave accrual under this Agreement to attend such appointment, class or treatment.

64.2 The Employee must give the Employer prior notice of the Employee's intention to take such leave.

65 Pre-Adoption Leave

65.1 An Employee seeking to adopt a child is entitled to take unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure.

65.2 The Employee and the Employer should agree on the length of the unpaid leave.

65.3 Where agreement cannot be reached, the Employee is entitled to take up to two (2) days’ unpaid leave, which may be taken as a single continuous period of up to two (2) days or any separate periods to which the Employee and Employer agree.

65.4 Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.

66 Parental Leave

66.1 This clause 66 is structured as follows:

(a) Definitions: sub-clause 66.2

(b) Unpaid Parental Leave: sub-clause 66.3

(c) Unpaid Flexible Parental Leave: sub-clause 66.4

(d) Paid parental leave: sub-clause 66.5

(e) Notice provisions and evidence requirements sub-clause 66.6

(f) Parental leave associated with the birth of a Child – additional provisions: sub-clause 66.7

(g) Where Placement does not proceed or continue: sub-clause 66.8

(h) Entitlement to unpaid special parental leave: sub-clause 66.9

(i) Entitlement to paid special parental leave: sub-clause 66.10

(j) Evidence and notice for special parental leave: sub-clause 66.11

(k) Variation to period of parental leave (up to 12 months): sub-clause 66.12

(l) Right to request extension of period of parental leave beyond 12 months: sub-clause 66.13

(m) Parental leave and other leave entitlements: sub-clause 66.14

(n) Transfer to a safe job: sub-clause 66.15

(o) Returning to work after a period of parental leave: sub-clause 66.16

(p) Replacement Employees: sub-clause 66.17

(q) Communication during parental leave: sub-clause 66.18

(r) Keeping in touch days: sub-clause 66.19

Provisions associated with parental leave are also included in this Agreement. Specifically, pre-natal and fertility treatment leave at clause 64, flexible work arrangements which includes the right to request to return from parental leave on a part time basis at clause 19 and leave to attend interviews and examinations relevant to adoption leave at clause 65.

66.2 Definitions

For the purposes of this clause 66:

(a) **Adoption** for the purposes of clause 65, 66 and the NES includes the placement of a child prior to the relevant department (currently the Department of Families, Fairness and Housing) seeking a permanent care order for the child.

(b) **Child** means:

(i) a child of the Employee under school age;

(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 (6) months or more; or

(iii) as the case requires, includes Stillborn Child.

(c) **Continuous Service** has the same meaning as in clause 67 – Long service leave and includes continuous service with one and the same Employer or service with Institutions or Statutory Bodies (as defined at clause 67) in accordance with the provisions of that clause 67, and includes any period of employment that would count as service under the Act.

(d) **Eligible casual Employee** means an Employee employed by the Employer in casual employment on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months and who has, but for the birth or expected birth of a child or the decision to adopt, a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.

(e) **Employee** for the purposes of this clause 66 means an Employee who has at least six (6) months continuous service (as defined) and is not a casual Employee other than an eligible casual Employee as defined above.

(f) **Flexible Parental Leave** means the 100 days' Unpaid Parental Leave an Employee may take under sub-clause 66.4 as part of their entitlement to 12 months of unpaid parental leave under section 70 of the Act.

(g) **Unpaid Parental Leave** means the 12 months parental leave an Employee may take under sub-clause 66.3 which is part of their entitlement to 12 months of Unpaid Parental Leave under section 70 of the Act.

(h) **Notional Flexible Period** is the period during which the Eligible Employee would be on Flexible Parental Leave if the Eligible Employee took leave for all of the Eligible Employee's notified flexible days in a single continuous period.

(i) **Spouse** does not include a former spouse in relation to adoption leave.

66.3 Unpaid Parental Leave

(a) An Employee as defined at sub-clause 66.2 is entitled to 12 months Unpaid Parental Leave if:

(i) the leave is associated with:

(A) the birth of a child (including a Stillbirth) 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, or in the case of a Stillbirth, the Eligible Employee would have taken Unpaid Parental Leave to care for the Child had it been born alive.

(b) Except as provided at sub-clause 66.4 (Unpaid Flexible Parental Leave-) and sub-clause 66.19 (Keeping in Touch Days), the Eligible Employee must take leave in a single continuous period.

(c) Each member of an Employee couple may take a period of up to 12 months of Unpaid Parental Leave, including concurrently subject to this clause 66. 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.

66.4 Unpaid Flexible Parental Leave

(a) An Employee may take up to 100 days of Flexible Parental Leave during the 24-month period starting on the date of birth (including a Stillbirth) or day of placement of the Child if the requirements of this sub-clause 66.4 are satisfied in relation to the leave.

(b) The number of days of Flexible Parental Leave that the Employee takes must not be more than the number of flexible days notified to the Employer under sub-clause 66.6(b)(iv) (subject to any agreement under sub-clause 66.6(b)(v).

(c) Taking leave that starts up to six (6) weeks before the expected date of birth of the Child

(i) A pregnant Employee may take Flexible Parental Leave during the period that starts six (6) weeks before the expected date of birth of the Child.

(ii) The amount of Flexible Parental Leave to which an Employee is entitled under sub-clause 66.4(a) is reduced by the number of days of Flexible Parental Leave taken under sub-clause 66.4(c)(i).

(d) An Employee must take the Flexible Parental Leave as:

(i) a single continuous period of one (1) or more days; or

(ii) separate periods of one (1) or more days each.

(e) An Employee may take the Flexible Parental Leave whether or not they have taken Unpaid Parental Leave under another sub-clause of this clause 66.

(f) An Employee may take Flexible Parental Leave after taking one or more periods of Unpaid Parental Leave under this clause 66 only if the total of those periods (disregarding any extension under sub-clause 66.12 or 66.13) is no longer than 12 months, less the Employee's Notional Flexible Period, provided that the calculation for the Employee's Notional Flexible Period is based on the assumption that:

(i) the Employee ordinarily works each day that is not a Saturday or Sunday; and

(ii) there are no public holidays during the period.

66.5 Paid Parental Leave

(a) An Employee, other than a casual Employee, who has an entitlement to Unpaid Parental Leave will be entitled to the following from the commencement of this Agreement:

(i) in the case of the primary care giver, 14 weeks paid parental leave at the time of birth/placement of the Child;

(ii) in the case of the non-primary care giver, two (2) weeks paid parental leave.

(b) Payment

Payment for paid parental leave will be based on the Employee's ordinary time rate of pay provided in **Appendix Two** and the higher qualifications allowance (if applicable) and will be based on the following:

(i) **Full-time Employee** – 38 ordinary hours; or

(ii) **Part-time Employee –** the Employee's contracted hours, save that where the part-time Employee's ordinary hours fluctuate because the Employee works additional ordinary shifts (but excluding a permanent variation) an average of the Employee's ordinary hours over the preceding 6 months;

save that, if an Eligible Employee has changed their position or reduced their ordinary hours as a result of the pregnancy or adoption prior to taking the paid parental leave, the above will be calculated using the Employee's ordinary hours or position prior to the changed arrangement.

(c) 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 will be in writing and signed by the parties. The Employee will nominate a preferred payment arrangement at least four (4) weeks prior to the expected date of delivery. In the absence of agreement, such leave will be paid during the ordinary pay periods corresponding with the period of the leave.

(d) The paid parental leave prescribed by this sub-clause 66.5 will be concurrent with the unpaid entitlement prescribed by the NES / this Agreement. For the avoidance of doubt, an Employee is only entitled to one paid parental leave payment as prescribed at sub-clause 66.5(a) for each birth or placement resulting in parental leave under this sub-clause 66.5.

66.6 Notice provisions and evidence requirements

(a) General requirement to give notice of taking Parental Leave

An Employee must give the Employer written notice of the taking of Unpaid Parental Leave, or Unpaid Flexible Parental Leave, or both.

(b) Notice Requirements

(i) An Employee must give to the Employer:

(A) at least 10 weeks written notice before starting any of the leave covered by the notice; or

(B) if that is not practicable, and:

(1) the first or only period of leave covered by the notice is Unpaid Parental Leave; or

(2) any of the leave covered by the notice starts before the Child's date of birth or expected date of birth;

as soon as practicable (which may be a time after any of the leave covered by the notice has started).

(ii) However, if the first or only period of leave covered by the notice is Unpaid Flexible Parental Leave, the notice may be given at any later time if the Employer agrees.

(iii) If any of the leave covered by the notice is Unpaid Parental Leave, the notice must specify the intended start and end dates of the Unpaid Parental Leave.

(iv) If any of the leave covered by the notice is Unpaid Flexible Parental Leave, the notice must specify the total number of flexible days that the Eligible Employee intends to take.

(v) If the Employer agrees, the Employee may:

(A) reduce the number of flexible days, including by reducing the number of flexible days to zero; or

(B) increase the number of flexible days, but not so as to increase the number of flexible days above 100.

(c) Taking Unpaid Parental Leave – Confirming or Changing Intended Start and End Dates

If any of the leave covered by the notice under sub-clause 66.6(b) is Unpaid Parental Leave, at least four (4) weeks before the intended commencement of parental leave, or if that is not practicable as soon as practicable, the Employee must confirm the intended start and end dates of the parental leave, or advise the Employer of any changes to the notice provided in sub-clause 66.6(b) unless it is not practicable to do so.

(d) Unpaid Flexible Parental Leave – Additional Notice Requirements

(i) The Employee must give the Employer written notice of a flexible day on which the Employee will take Unpaid Flexible Parental Leave:

(A) at least four (4) weeks before that day; or

(B) if that is not practicable, as soon as practicable (which may be a time after the leave has started).

(ii) If the Employer agrees, the Employee may change a day on which the Employee takes Unpaid Flexible Parental Leave from a day specified in a notice under sub-clause 66.6(d)(i).

(e) Evidence Requirements

(i) The Employer may require an Employee who is taking parental leave to provide evidence which would satisfy a reasonable person of:

(A) in the case of birth-related leave, the date of birth of the Child (including without limitation, a medical certificate or certificate from a registered midwife, stating the date of birth or expected date of birth); or

(B) in the case of adoption-related leave, the commencement of the placement (or expected day of placement) of the Child and that the Child will be under 16 years of age as at the day of placement or expected day of placement.

(ii) An Employee will not be in breach of this sub-clause 66.6 if failure to give the stipulated notice is occasioned by the birth of the Child or placement occurring earlier than the expected date or in other unexpected circumstances. In these circumstances the notice and evidence requirements of this sub-clause 66.6 should be provided as soon as reasonably practicable.

66.7 Parental leave associated with the birth of a Child – additional provisions

(a) 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 who is pregnant may commence parental leave at any time within six (6) weeks immediately prior to the expected date of birth.

(b) 6 weeks before the expected date birth

(i) Where an Employee continues to work during the six (6) week period immediately prior to the expected date of birth, the Employer may require the Employee to provide a medical certificate stating that they are fit for work and, if so, whether it is inadvisable for them to continue in their present position because of illness or risks arising out of the Employee's pregnancy or hazards connected with the position.

(ii) Where a request is made under sub-clause 66.7(b)(i) and an Employee:

(A) does not provide the Employer with the requested certificate within seven (7) days of the request; or

(B) within seven (7) days after the request, the Employee gives the Employer a medical certificate stating that the Employee is not fit work for work;

the Employer may require the Employee to commence their parental leave as soon as practicable.

(iii) Where a request is made under sub-clause 66.7(b)(i) and an Employee provides a medical certificate that states that the Employee is fit for work but it is inadvisable for the Employee to continue in their present position during a stated period, sub-clause 66.15 will apply.

66.8 Where Placement does not Proceed or Continue

(a) Where the placement of a child for adoption with an Employee does not proceed or continue, the Employee will notify the Employer immediately.

(b) Where the Employee had, at the time, started a period of adoption leave in relation to the placement, the Employee's entitlement to adoption leave is not affected, except by written notice under sub-clause 66.8(c) below.

(c) The Employer may give the Employee written notice that, from a stated day no earlier than four (4) weeks after the day the notice is given, any untaken parental leave is cancelled with effect from that day.

(d) Where the Employee wishes to return to work due to a placement not proceeding or continuing, the Employer will nominate a time not exceeding four (4) weeks from receipt of notification for the Employee's return to work.

66.9 Entitlement to unpaid special parental leave

(a) An Employee is entitled to a period of unpaid special parental leave if they are not fit for work during that period because:

(i) they have a pregnancy-related illness affecting them; or

(ii) all of the following apply:

(A) they have been pregnant;

(B) the pregnancy ends after a period of gestation of at least 12 weeks other than by the birth of a living Child; and

(C) the birth is not a Stillbirth.

(b) An Employee who has an entitlement to personal leave may, in part or whole, take personal leave instead of unpaid special parental leave under this sub-clause 66.9.

(c) Where the pregnancy ends after a period of gestation of less than 12 weeks otherwise than by the birth of a living Child, the Employee is entitled to access any paid and/or unpaid personal leave entitlements in accordance with the relevant personal leave provisions.

66.10 Entitlement to paid special parental leave

(a) An Employee is entitled to a period of paid special leave if their pregnancy terminates at or after the completion of 20 weeks' gestation or the Employee gives birth, but the baby subsequently dies.

(b) Paid special leave is paid leave up to the amount of paid leave available to Primary Carers under sub-clause 66.5(a)(i) (plus superannuation) based on the amount of leave taken.

Examples:

1. An Employee who takes six (6) weeks paid special leave will be paid six (6) weeks.

> 2. An Employee who takes 16 weeks will be paid the full amount of paid leave available to primary carers (14 weeks).

(c) Paid special leave is in addition to any unpaid special parental leave taken under sub-clause 66.9.

(d) Paid leave available to non-Primary Carers under sub-clause 66.5(a)(ii) will also apply in these circumstances.

66.11 Evidence and notice for special parental leave

(a) If an Employee takes leave under sub-clause 66.9 or 66.10 the Employer may require the Employee to provide evidence that would satisfy a reasonable person of the matters referred to in sub-clause 66.9(a) or 66.10(a) or to provide a certificate from a registered medical practitioner.

(b) The Employee must give notice to the Employer as soon as is reasonably practicable, advising the Employer of the period or the expected period of the leave under sub-clause 66.9 or 66.10.

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

(a) Where an Employee takes leave under sub-clause 66.3 or sub-clause 66.13, unless otherwise agreed between the Employer and Employee, an Employee may change the period of parental leave on one occasion. Any such change is to be notified (including the new end date for the leave) as soon as possible but no less than four (4) weeks prior to the commencement of the changed arrangements. Nothing in this sub-clause 66.12 detracts from the basic entitlement in sub-clause 66.3 or sub-clause 66.4.

(b) The Employee's available parental leave period is 12 months, less any periods of the following kinds:

(i) a period of Unpaid Parental Leave that the Employee has been required to take under sub-clause 66.7(b)(ii) or 66.15(f);

(ii) if the Employee has given notice in accordance with sub-clause 66.6(b) of the taking of the Unpaid Flexible Parental Leave—a period equal to the Employee's Notional Flexible Period.

(c) If the Employer and Employee agree, the Employee may further change the period of parental leave.

66.13 Right to request an extension of period of Unpaid Parental Leave beyond 12 months

(a) An Employee entitled to parental leave pursuant to the provisions of sub-clause 66.3 may request the Employer to allow the Employee to extend the period of unpaid parental leave provided for in sub-clause 66.3 by a further continuous period up to 12 months immediately following the end of the available parental leave period.

(b) Request to be in writing

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

(c) Response to be in writing

(i) The Employer must give the Employee a written response to the request as soon as practicable, but within 21 days after the request is made.

(ii) The response must:

(A) state that the Employer grants the request;

(B) if, following discussion between the Employer and Employee, the Employer and Employee agree to an extension of Unpaid Parental Leave for the Employee for a period that differs from the period requested – set out the agreed extended period; or

(C) subject to sub-clause 66.13(d), state that the Employer refuses the request and include the matter required by sub-clause 66.13(e).

(d) Refusal only in specific circumstances

The Employer may refuse the request only if:

(i) the Employer has:

(A) discussed the request with the Employee; and

(B) genuinely tried to reach an agreement with the Employee about an extension of the period of Unpaid Parental Leave for the Employee;

(ii) the Employer and the Employee have not reached such an agreement;

(iii) the Employer has had regard to the consequences of the refusal for the Employee; and

(iv) the refusal is on reasonable business grounds.

(e) Reasons for refusal to be specified

If the Employer refuses the request, the written response under sub-clause 66.13(c) must include:

(i) details of the reasons for the refusal;

(ii) the Employer's particular business grounds for refusal and an explanation of how these grounds apply to the Employee's request;

(iii) either:

(A) set out the extension to the period of Unpaid Parental Leave for the Employee (other than the period requested) that the Employer would be willing to agree to; or

(B) state that there is no extension of the period that the Employer would be willing to agree to; and

(iv) set out the effect of subclause 66.13(g) including if a dispute is referred to the Commission.

(f) No extension beyond 24 months

An Employee is not entitled to extend the period of Unpaid Parental Leave beyond 24 months after the date of birth or day of placement of the Child.

(g) Disputes

The dispute settling procedures (clause 15) in the Agreement will apply to any grievance/dispute arising in relation to a request for an extension of Unpaid Parental Leave beyond 12 months.

66.14 Parental leave and other entitlements

An Employee may use any accrued annual leave or long service leave entitlements concurrently with parental leave, save that the total amount of leave will not exceed 52 weeks or longer as agreed under sub-clause 66.13. The leave does not have the effect of extending

the period of Parental Leave. If the Employee does so, the taking of that other paid leave does not break the continuity of the period of Unpaid Parental Leave.

66.15 Transfer to a safe job

(a) Where an Employee is pregnant and, in the opinion of a registered medical practitioner, is fit for work but it is inadvisable for the Employee to continue at their present work for a stated period (the risk period) because of:

(i) illness or risks arising out of the pregnancy, or

(ii) hazards connected with the position,

the Employee must be transferred to an appropriate safe job if one is available for the risk period, with no other change to the Employee's terms and conditions of employment.

(b) Paid no safe job leave

If:

(i) Sub-clause 66.15(a) applies to a pregnant Employee but there is no appropriate safe job available;

(ii) the Employee is entitled to Unpaid Parental Leave; and

(iii) the Employee has complied with the notice and evidence requirements in sub-clause 66.6 for taking Unpaid Parental Leave;

then the Employee is entitled to paid no safe job leave for the risk period.

(c) If the Employee takes paid no safe job leave for the risk period, the Employer must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the risk period.

(d) This entitlement to paid no safe job leave is in addition to any other leave entitlement the Employee may have.

(e) If an Employee is on paid no safe job leave during the six (6) week period before the expected date of birth, the Employer may ask the Employee to give the Employer a medical certificate stating whether the employee is fit for work in accordance with sub-clause 66.7(b).

(f) The Employer may require the Employee to take a period of Unpaid Parental Leave (the period of leave) as soon as practicable if:

(i) the Employee does not give the Employer the requested certificate within seven (7) days after the request made; or

(ii) within seven (7) days after the request, the Employee gives the Employer a certificate stating that the employee is not fit for work.

(g) Unpaid no safe job leave

If:

(i) Sub-clause 66.15(a) applies to a pregnant Employee but there is no appropriate safe job available;

(ii) the Employee will not be entitled to Parental Leave as at the expected date of birth; and

(iii) the Employee has given the Employer evidence that would satisfy a reasonable person of the pregnancy if required by the Employer (which may include a requirement to provide a medical certificate);

the Employee is entitled to unpaid no safe job leave for the risk period.

66.16 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 Unpaid Parental Leave at least four (4) weeks prior to the expiration of the leave, or where that is not practicable, as soon as practicable.

(b) An Employee will be entitled to return:

(i) unless sub-clause 66.16(b)(ii) or (iii) or sub-clause 66.16(c) applies, to the position which they held immediately before proceeding on parental leave;

(ii) if the Employee was promoted or voluntarily transferred to a new position (other than to a safe job pursuant to sub-clause 66.15), to the new position;

(iii) if sub-clause 66.16(b)(ii) does not apply, and the Employee began working part-time or was a part-time Employee and reduced their ordinary hours because of the pregnancy of the Employee, or their spouse, to the position held immediately before starting to work part-time or reducing their ordinary hours.

(c) Sub-clause 66.16(b) is not to result in the Employee being returned to the safe job to which the Employee was transferred under sub-clause 66.15. In such circumstances, the Employee will be entitled to return to the position held immediately before the transfer.

(d) Where the relevant former position (per sub-clauses 66.16(b) and 66.16(c) above) no longer exists, an Employee is entitled to return to an available position for which the Employee is qualified and suited nearest in status and pay to that of their pre-parental leave position.

(e) The Employer must not fail to re-engage an Employee because:

(i) the Employee or Employee's spouse is pregnant; or

(ii) the Employee is or has been immediately absent on parental leave.

(f) The rights of the Employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause 66.

(g) Stillbirth or death of child – cancelling leave or returning to work

(i) In the event of a Stillbirth, or if a Child dies during the 24-month period starting on the child's date of birth, then an Employee who is entitled to a period of Unpaid Parental Leave in relation to the Child may:

(A) before the period of leave starts, give their Employer written notice cancelling the leave; or

(B) if the period of leave has started, give their Employer written notice that the Employee wishes to return to work on a specified day (which must be at least four (4) weeks after the date on which the Employer receives the notice).

(ii) Where notice under sub-clause 66.16(g)(i) is given, the Employee's entitlement to Unpaid Parental Leave in relation to the Child ends:

(A) if the action is taken under sub-clause 66.16(g)(i)(A), immediately after the cancellation of the leave; or

(B) if the action is taken under sub-clause 66.16(g)(i)(B), immediately before the specified day.

(iii) This sub-clause 66.16(g) does not limit sub-clause 66.12 (dealing with the Employee varying the period of Unpaid Parental Leave).

(h) Employee who ceases to have responsibility for care of Child

(i) This sub-clause 66.16(h) applies to an Employee who has taken Unpaid Parental Leave in relation to a Child if the Employee ceases to have any responsibility for the care of the Child for a reason other than because:

(A) of a Stillbirth; or

(B) the Child dies during the 24-month period starting on the child's date of birth.

(ii) The Employer may give the Employee written notice requiring the Employee to return to work on a specified day.

(iii) The specified day:

(A) must be at least four (4) weeks after the notice is given to the Employee; and

(B) if the leave is birth-related leave taken by an Employee who has given birth, must not be earlier than six (6) weeks after the date of birth of the Child.

(iv) The Employee's entitlement to Unpaid Parental Leave in relation to the Child ends immediately before the specified day.

(i) Hospitalised children – agreement to not take Unpaid Parental Leave

(i) If:

(A) a Child is required to remain in hospital after the Child's birth, or is hospitalised immediately after the Child's birth, including because:

(1) the Child was born prematurely;

(2) the Child developed a complication or contracted an illness during the child's period of gestation or at birth; or

(3) the Child developed a complication or contracted an illness following the Child's birth; and

(B) an Employee, whether before or after the birth of the Child, gives notice in accordance with sub-clause 66.6of the taking of a period of Unpaid Parental Leave (the **original leave period**) in relation to the Child;

then the Employee may agree with their Employer that the Employee will not take Unpaid Parental Leave for a period (**the permitted work period**) while the Child remains in hospital.

(ii) If the Employee and Employer so agree, then the following rules have effect:

(A) the Employee is taken to not be taking Unpaid Parental Leave during the permitted work period;

(B) the permitted work period does not break the continuity of the original leave period; and

(C) the Employee is taken to have advised the Employer, for the purposes of sub-clause 66.6(c) of an end date for the original leave period that is the date on which that period would end if it were extended by a period equal to the permitted work period.

(iii) The permitted work period must start after the birth of the Child.

(iv) The permitted work period ends at the earliest of the following:

(A) the time agreed by the Employer and Employee;

(B) the end of the day of the Child's first discharge from hospital after birth; or

(C) if the Child dies before being discharged, the end of the day the Child dies.

(v) Only one period may be agreed to under sub-clause 66.16(i)(i) for which the Employee will not take Unpaid Parental Leave in relation to the Child.

(vi) The Employee must, if required by the Employer, give the Employer evidence (including without limitation, a medical certificate) that would satisfy a reasonable person of either or both of the following:

(A) that sub-clause 66.16(i)(i) applies in relation to the child;

(B) that the Employee is fit for work.

66.17 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.

66.18 Communication during Parental leave

(a) Where an Employee is on parental leave and the Employer proposes a change that will have a significant effect on the status, pay or location of the Employee's pre-parental leave position, or the Employer proposes a change that will have a significant effect on the Employee, the Employer will 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 will take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.

(c) The Employee will also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with sub-clause 66.18.

(d) Refer to sub-clause 14.10 regarding the process for redeployment where an Employee's role is declared redundant whilst they are on Parental leave.

(e) The Employee's pre-parental leave position is:

(i) unless sub-clause 66.18(e)(ii) below applies, the position the Employee held before starting parental leave;

(ii) if, before starting parental leave, the Employee:

(A) was transferred to a safe job because of their pregnancy; or

(B) reduced their working hours due to their pregnancy;

the position the Employee held immediately before that transfer or reduction.

66.19 Keeping in touch days

(a) This sub-clause 66.19 does not prevent an Employee from performing work for the Employer on a keeping in touch day while the Employee is taking Unpaid Parental Leave. If the Employee does so, the performance of that work does not break the continuity of the period of Unpaid Parental Leave.

(b) A day on which the Employee performs work for the Employer during the period of leave is a keeping in touch day if:

(i) the purpose of performing the work is to enable the Employee to keep in touch with their employment in order to facilitate a return to that employment after the end of the period of leave;

(ii) both the Employee and Employer consent to the Employee performing work for the Employer on that day;

(iii) the day is not within:

(A) if the Employee suggested or requested that they perform work for the Employer on that day—14 days after the date of birth, or day of placement, of the child to which the period of leave relates; or

(B) otherwise — 42 days after the date of birth, or day of placement, of the child; and

(iv) the Employee has not already performed work for the Employer or another entity on 10 days during the period of leave that were keeping in touch days, subject to sub-clause 66.19(d)(ii) below.

The duration of the work the Employee performs on that day is not relevant for the purposes of this sub-clause 66.19.

(c) The Employer must not exert undue influence or undue pressure on an Employee to consent to a keeping in touch day.

(d) For the purposes of sub-clause 66.19(b)(iv) the following will be treated as two (2) separate periods of Unpaid Parental Leave (meaning that an Eligible Employee can work up to 10 keeping in touch days during each period of 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 66.13.

67 Long Service Leave

67.1 Entitlement

(a) An Employee will be entitled to long service leave with pay, in respect of continuous service with one and the same Employer, or service with Institutions or Statutory Bodies (as defined below), in accordance with the provisions of this clause 67.

(b) The amount of long service leave will be, on the completion by the Employee of fifteen years' continuous service, six (6) months’ long service leave and thereafter an additional two (2) months' long service leave on the completion of each additional five (5) years' service;

(c) The entitlement in sub-clause 67.1(b) can be taken by an Employee, who is still employed, on a pro-rata basis (one-thirtieth the period of continuous service) if the Employee has accrued continuous service of at least:

(i) eight (8) years from 1 January 2024; and

(ii) seven (7) years from 1 January 2025.

(d) Entitlement on Termination of Employment

An Employee will receive from the Employer payment in lieu of untaken long service leave upon termination of employment (calculated at one-thirtieth of the period of continuous service), including upon the death of the Employee (in which case payment will be made to the Employee's personal representative) if, as at the termination date the Employee has accrued at least 10 years' continuous service. Where an Employee's employment is terminated for serious and wilful misconduct their long service leave will only be paid out on termination where the Employee has completed at least 15 years continuous service.

Note: for Art Therapist, Exercise Physiologist and Play Therapist Employees there is an entitlement to Long Service Leave under the LSL Act 2018 prior to 10 years of continuous service – please review the LSL Act 2018 for their entitlements if the Employee has not reached the relevant thresholds for Long Service Leave under the Agreement (including payment on termination of Long Service Leave).

67.2 Service entitling to leave

(a) Subject to this clause 67, the service of an Employee of an Institution or Statutory Body will include service for which long service leave or payment in lieu has not been received in one or more Institutions including Statutory Bodies directly associated with such Institution or Institutions for the periods required by sub-clause 67.1(b).

(b) Prior to commencement of employment, the Employer will confirm with the prospective employee whether there is service for the purposes of Long Service Leave to be recognised under clause 67. Where entitlements are unclear, confirmation will occur as soon as possible following clarification.

(c) When calculating the aggregate of service entitling to leave, any period of employment with any one of the said Institutions or Statutory Bodies of less than six (6) months' duration will be disregarded.

(d) For the purposes of this clause 67 service will be deemed to be continuous (that is such periods will count as part of the period of service) notwithstanding:

(i) the taking of any paid leave (including annual leave, personal leave, or long service leave);

(ii) any unpaid absence from work of not more than fourteen days in any year on account of illness or injury;

(iii) the first 52 weeks of a period of parental leave (both paid and unpaid) per birth or adoption, where the parental leave was taken by the Employee from the FFPPOA the commencement of the Agreement;

(iv) 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;

(v) any absence on account of injury arising out of or in the course of the employment of the Employee for a period during which payment is made under clause 29 - Accident pay;

(vi) any leave of absence of the Employee where the absence is authorised in advance in writing by the Employer to be counted as service;

(vii) in respect of casual Dental Prosthetists and Dental Technicians, periods of Continuous Casual Employment with an Employer, Statutory Body or Institution.

(e) In calculating the period of continuous service, any interruption or absence due to circumstances below will not break the continuity of service of an Employee but will not be counted as part of the period of service unless it is so authorised in writing by the Employer:

(i) any interruption arising directly or indirectly from an industrial dispute;

(ii) any period of absence from employment between one Institution or Statutory Body or another provided it is less than the allowable period of absence from employment.

Provided that the allowable period of absence will be five (5) weeks in addition to the total period of paid annual and/or personal leave which the Employee actually receives on termination or for which they are paid in lieu;

(iii) the dismissal of an Employee if the Employee is re-employed within a period not exceeding two (2) months from the date of such dismissal;

(iv) any absence from work of an Employee for a period not exceeding twelve months or longer as agreed under sub-clause 66.13 in respect of any pregnancy or adoption not covered by sub-clause 67.2(d)(i) or (iii); and

(v) any other absence of an Employee by leave of the Employer, or on account of injury arising out of or in the course of their employment not covered by sub-clause 67.2 (d)(v)

(f) The onus of proving a sufficient aggregate of service to support a claim for any long service leave entitlement will at all times rest upon the Employee concerned. A certificate in the following form will constitute acceptable proof:

CERTIFICATE OF SERVICE

[Name of Institution] [date]

This is to certify that [Name of Employee] has been employed by this institution/society/board for a period of [years/months/etc.] from [date] to [date].

Specify hereunder full details of paid or unpaid leave or absences including periods represented by payment made in lieu of leave on termination.

....

....

Specify hereunder full details of long service leave granted during service or on termination:

....

....

Signed...................................[Stamp of Institution]

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

(h) Upon request by an Employee who is entitled to Long Service Leave in accordance with this clause 67, an Employer must provide to the Employee a Certificate of Service in accordance with 67.2(f) or a similar form if the Employee continues to be employed as a casual Employee by the Employer. Service an Employee had with an Employer that counts as service for the purposes of the long service leave entitlement in this clause 67 will not count as service with that Employer for the purposes of the Employee's casual long service leave entitlement in sub-clause 20.5(e).

> *Example 1:*
>
> An Employee resigns after 10 years' service with Employer A. The Employee elects under sub-clause 67.4(b) to not receive payment in lieu of the four (4) months Long Service Leave (LSL) that has accrued.
>
> Within the allowable period (as defined above), the Employee commences employment with Employer B and provides a certificate of service to Employer B indicating they have 10 years' service. After five (5) years' service with Employer B, the Employee wishes to take LSL. As the Employee has 15 years' service with Employer B for the purposes of LSL (10 years of which is service that was accrued with Employer A) the Employee is entitled to take six (6) months LSL.
>
> *Example 2:*
>
> An Employee resigns after seven (7) years' part-time service with Employer A. The Employee remains a casual Employee with Employer A. The Employee requests a Certificate of Service in accordance with sub-clause 67.2(f) above or a similar form from Employer A, which is provided to the Employee.
>
> Within the allowable period (as defined above), the Employee commences full-time employment with Employer B and provides the Certificate of Service provided to them by Employer A to Employer B indicating they have seven (7) years' service.
>
> After two (2) years' service with Employer B, the Employee wishes to take LSL. As the Employee has nine (9) years' service with Employer B for the purposes of LSL (seven (7) years of which is service that was accrued with Employer A) the Employee is entitled to access long service leave in accordance with sub-clause 67.1(c)(i).
>
> The seven (7) years of service the Employee had at Employer A will not count as service for the Employee's casual entitlement to long service leave with Employer A. For the avoidance of doubt, in this scenario the service that counts under the Agreement for Employer A has been transferred to Employer B and is no longer applicable at Employer A, subject to a subsequent transfer of service back to Employer A.

67.3 Payment for period of leave

(a) Payment to an Employee in respect of long service leave will be made in one of the following ways:

(i) in full in advance when the Employee commences their leave;

(ii) at the same time as payment would have been made if the Employee had remained on duty, in which case payment will, if the Employee in writing so requires, be made by cheque posted to a specified address; or

(iii) in any other way agreed between the Employer and the Employee.

(b) Where an increase occurs in the ordinary time rate of pay during any period of long service leave taken by the Employee, the Employee will be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

67.4 Election for payment of entitlement or transfer of entitlement at termination

(a) This sub-clause 67.4 applies to Employees who intend to be re-employed by another Employer, Institution or Statutory Body, and:

(i) have completed at least ten years' continuous service, but less than fifteen years' continuous service; or

(ii) in the case of an Art Therapist, Exercise Physiologist or Play Therapist (Child Life Therapist), have at least seven (7) years' but less than 15 years continuous service with their Employer.

(b) An Employee to whom sub-clause 67.4(a) applies may request in writing that payment in respect of such long service leave be deferred until the expiry of the Employee's allowable period of absence from employment, as provided in sub-clause 67.2(e)(ii)

(c) Except where the Employee gives the Employer notice in writing that the Employee has been employed by another Institution or Statutory Body, the Employer will make payment in respect of such leave at the expiry of the Employee's allowable period of absence from employment as provided in sub-clause 67.2(e)(ii)

(d) Where the Employee gives the Employer notice in writing that the Employee has been employed by another Institution or Statutory Body, the Employer is no longer required to make payment to the Employee in respect of such long service leave.

(e) For the purposes of this sub-clause 67.4 re-employment by another Employer, Institution or Statutory Body means employment other than as a casual Employee (except as a casual Dental Prosthetist or casual Dental Technician).

(f) For the avoidance of doubt, where an Art Therapist, Exercise Physiologist or Play Therapist (Child Life Therapist) Employee has not reached 10 years continuous service under this clause 67 such payment paid under sub-clause 67.4 (c) will be in accordance with the LSL Act 2018.

67.5 When Long Service Leave is to be taken

(a) Long service leave will be granted by the Employer within six (6) months from the date of the entitlement under sub-clause 67.1(b) save that:

(i) long service leave may be postponed to a mutually agreeable date; or

(ii) if agreement cannot be reached,

(A) where the Employee is an Art Therapist, Exercise Physiologist or Play Therapist (Child Life Therapist) they may nominate preferred date(s) for the taking of leave, save that the Employer may only refuse the date(s) so nominated on reasonable business grounds; or

(B) for all other Employees, the date will be determined by a member of the Commission provided that such a determination will not require leave to commence before six (6) months from the date of such determination.

(b) Pro-rata long service leave taken in accordance with sub-clause 67.1(c) will be taken at a time agreed between the Employee and the Employer having regard for the Employer's operational requirements, save that such agreement will not be unreasonably withheld by the Employer. In the event of any dispute over the timing of such leave, the dispute resolution procedures at clause 15 will apply.

67.6 How leave is to be taken

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

(a) in one (1) or more periods, with each period being not less than a week; or

(b) where it is taken as part of a transition to retirement arrangement, in any other way agreed.

67.7 Flexible taking of leave: double leave at half pay

(a) An Employee may make an application to the Employer to take double the period of long service leave at half Pay.

(b) Employees should seek independent advice regarding the taxation and superannuation implications of seeking payment under this sub-clause 67.7. The Employer will not be held responsible in any way for the cost or outcome of any such advice.

(c) The Employer, if requested by the Employee, will provide information as to the amount of tax the Employer intends to deduct where payment of long service leave is sought under sub-clause 67.7

(d) Wherever it is practical to do so, the Employer will grant a request by an Employee to take double the long service leave at half pay. If granting the request under this sub-clause 67.7 would result in an additional cost to the Employer, then it is not practical to grant an Employee's request.

(e) Flexible taking of long service leave does not affect an Employee's continuous service recognised.

Example:
In the case of an Employee taking four (4) months paid long service leave at half pay, two (2) months will count towards the Employee's continuous service.

67.8 Definitions

For the purpose of this clause 67 the following definitions apply:

(a) **Continuous Casual Employment** means a period or periods of casual employment with an Employer, Institution or Statutory body that are taken to be continuous, because one of the following applies:

(i) the period starting at the end of a particular instance of employment and ending at the start of another particular instance of employment did not exceed either the Allowable Period of Absence, or 12 weeks (whichever is greater);

(ii) the Employee had been employed by an employer on a regular and systematic basis and the Employee had a reasonable expectation of being re-engaged by the same employer;

(iii) the gap between engagements was due to the terms of engagement of the casual Employee;

(iv) the gap between engagements was caused by seasonal factors; or

(v) the Employee and Employer agreed, before the start of an absence, to treat the employment as continuous despite the absence.

(b) **Institution** will mean any health service, hospital or benevolent home, community health centre, Society or Association created by or registered under the *Health Services Act 1988* (Vic) (or the former *Hospital and Charities Act 1958* (Vic)) or the Cancer Institute (constituted under the *Cancer Act 1958* (Vic)).

(c) **Month** will mean a calendar month.

(d) **Pay** means remuneration for an Employee's normal weekly hours of work calculated at the Employee's ordinary time rate of pay provided in Appendix Two, at the time the leave is taken or (if the Employee dies before the completion of leave so taken) as at the time of their death, and will 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.

(e) **Pay** for a casual Dental Prosthetist and Casual Dental Technician means the remuneration for the Employee’s normal weekly hours of work at their ordinary pay calculated in accordance with sections 15 and 16 of the LSL Act 2018.

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

68 Breastfeeding

68.1 Paid break

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

68.2 Place to express or feed

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

68.3 Storage

Appropriate refrigeration will be available in proximity to the area referred to in sub-clause 68.2 for breast milk storage. Responsibility for labelling, storage and use lies with the Employee.

69 Ceremonial Leave

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

70 Blood Donors Leave

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

71 Leave to Engage in Emergency Management Activities

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

(a) time when the Employee engages in the activity;

(b) reasonable travelling time associated with the activity; and

(c) reasonable rest time immediately following the activity.

71.2 An Employee who wants an absence from their employment to be covered by this clause 71 must, as soon as practicable:

(a) give their Employer notice of the absence; and

(b) advise the Employer of the period, or expected period of the absence.

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

72 Jury Service

NOTE: this clause 72 applies to all Employees.

72.1 An Employee required to attend for jury service will be reimbursed by the Employer an amount equal to the difference between:

(a) the amount paid by the state of Victoria in respect of their attendance for jury service; and

(b) the amount the Employee could reasonably expect to have received from the Employer as earnings for that period had they not been performing jury service.

72.2 An Employee will notify the Employer as soon as possible of the date upon which they are required to attend jury service. Further the Employee will give the Employer proof of their attendance at the court, the duration of such attendance and the amount received in respect of such jury service.

73 Special Disaster Leave

Note: In this clause 73, 'up to' refers to the total amount of paid special disaster leave per calendar year an Employee is entitled to access whilst they qualify and does not confer a discretion on the Employer to provide fewer than three (3) days leave. That is where the Employee qualifies in accordance with this clause 73 for three (3) days paid special disaster leave, the Employer must provide them with three (3) days paid special disaster leave.

73.1 An Employee is entitled to paid special disaster leave of up to three (3) days per calendar year. An Employee may take special disaster leave where:

(a) the Employee is a full time or part time Employee;

(b) Personal Leave is not available either because the Employee has exhausted their accrual or the circumstance does not qualify for Personal Leave; and

(c) subject to sub-clause 73.2, the Employee is unable to attend work due to a disaster (such as fire or flood) where:

(i) the Employee's residence is damaged or under imminent threat of major damage;

(ii) the lives or safety of their immediate family or household members are threatened; or

(iii) there is a formal closure, flooding or other unusual danger on the road(s) which is the Employee's normal travel route to work and no alternative practicable travel route is available.

73.2 The disaster referred to in sub-clause 73.1must be such that:

(a) a State of Emergency has been declared in relation to that disaster;

(b) a State of Disaster has been declared in relation to that disaster; and/or

(c) the disaster has required the attendance of emergency services.

73.3 Where a full time or part time Employee was absent from employment on unpaid leave for the reasons specified at sub-clause 73.1(c) because a State of Emergency and/or State of Disaster was not declared at the time of the Employee's absence, if a State of Emergency and/or State of Disaster is declared at later date, it will be converted to paid special disaster leave and the Employee will receive the relevant payment for that period of leave.

73.4 Special disaster leave is non-cumulative.

74 Gender Affirmation Leave

Note: In this clause 74, 'up to' refers to the total amount of Gender Affirmation Leave an Employee is entitled to access whilst they qualify and does not confer a discretion on the Employer to provide fewer than 52 weeks unpaid leave. That is where the Employee qualifies in accordance with this clause 74 for 52 weeks unpaid Gender Affirmation Leave, the Employer must provide them with 52 weeks unpaid Gender Affirmation Leave.

74.1 The Employer encourages a culture that is supportive of transgender and gender diverse Employees and recognises the importance of providing a safe environment for Employees undertaking gender affirmation.

74.2 Gender Affirmation refers to the process where a transgender Employee commences living as a member of another gender. This is sometimes referred to 'affirming' their gender. This may occur through medical, social or legal changes.

74.3 Employees may give effect to their affirmation in a number of ways and are not required to be undergoing specific types of changes, such as surgery, to access leave under this clause 74.

74.4 Amount of gender affirmation leave

An Employee who commences living as a member of another gender is entitled to up to 52 weeks of unpaid Gender Affirmation Leave for the purpose of supporting the Employee's affirmation. The Gender Affirmation Leave entitlements outlined in this sub-clause 74.4 are available to be taken by the Employee within the first 52 weeks after they commence living as a member of another gender and is only available once to the Employee over the life of employment with their Employer.

74.5 Essential gender affirmation procedures may include:

(a) medical and/or psychological appointments;

(b) hormonal appointments;

(c) surgery and associated appointments;

(d) appointments to alter the Employee's legal status or amend the Employee's gender on legal documentation; and/or

(e) any other similar necessary appointment or procedure to give effect to the Employee's affirmation as agreed with the Employer.

74.6 An Employee who is entitled to unpaid Gender Affirmation Leave may, in conjunction with all or part of that leave, utilise accrued Annual or Long Service Leave, provided that the combined total of all paid and unpaid leave taken does not exceed 52 continuous weeks.

74.7 Gender Affirmation Leave may be taken as consecutive, single or part days as agreed with the Employer.

74.8 Leave under this clause 74 will not accrue from year to year.

74.9 Notice and evidence requirements

(a) An Employee seeking to access Gender Affirmation Leave must provide the Employer with at least four (4) weeks' written notice of their intended commencement date and expected period of leave, unless otherwise agreed by the Employer.

(b) An Employee seeking to access Gender Affirmation Leave may be required to provide suitable supporting documentation or evidence of their attendance at essential gender affirmation procedures. This may be in the form of a document issued by a Registered Health Practitioner, an individual who is registered with the Australian Sonographer Accreditation Registry (ASAR) other than as a student, a lawyer, or a State, Territory or Federal government organisation a State, Territory or Commonwealth statutory declaration or other suitable supporting documentation.

(c) For the purpose of this clause 74, Registered Health Practitioner has the same meaning as set out in clause 4 (Definitions).

75 Additional Measures during a Declared Pandemic

75.1 Unpaid pandemic leave

(a) Subject to sub-clauses 75.1(b), (c) and (d), any Employee is entitled to take up to two (2) weeks' unpaid leave if the Employee is required:

(i) by government;

(ii) by medical authorities; or

(iii) on the advice of a medical practitioner

to self-isolate and is consequently prevented from working, or is otherwise prevented from working by measures taken by government or medical authorities in response to a declared pandemic.

(b) The Employee must give their Employer notice of the taking of leave under sub-clause 75.1(a) and of the reason the Employee requires the leave, as soon as practicable (which may be a time after the leave has started).

(c) An Employee who has given their Employer notice of taking leave under sub-clause 75.1(b) must, if required by the Employer, give the Employer evidence that would

satisfy a reasonable person that the leave is taken for a reason given in sub-clause 75.1(a).

(d) Leave taken under sub-clause 75.1(a) does not affect any other paid or unpaid leave entitlement of the Employee and counts as service for the purposes of entitlements under this Agreement and the NES.

Note: The Employer and Employee may agree that the Employee may take more than two (2) weeks' unpaid pandemic leave.

75.2 Annual leave at half pay

(a) Instead of an Employee taking paid annual leave on full pay, the Employee and their Employer may agree to the Employee taking twice as much leave on half pay.

(b) Any agreement to take twice as much annual leave at half pay must be recorded in writing and retained as an Employee record.

PART H – EDUCATION AND RELATED MATTERS

76 Examination Leave

76.1 Employees will be granted leave with full pay in order to attend examinations necessary to obtain qualifications relevant to Employee's current position or job, or another position or job that would be covered by this Agreement.

76.2 The amount of leave to be granted will be such as to allow the Employee to proceed to the place of examination and, in addition, to allow one (1) clear working day other than a Saturday or a Sunday for pre-examination study if this is so desired.

76.3 Any leave granted under the provisions of this clause 76 will be exempt from and, in addition, to the provisions of clause 54 (Annual leave).

77 Professional Development Leave

77.1 Professional Development is the means by which members of a profession maintain, improve and broaden their knowledge and expertise, and develop personal and professional qualities by:

(a) reviewing practice;

(b) identifying learning needs;

(c) planning and participating in relevant learning activities; and

(d) reflecting on the value of those activities.

Professional development may be for the Employee's current position or job, or another position or job that would be covered by this Agreement.

77.2 Professional Development Activities

Professional development activities include, but are not limited to:

(a) short courses;

(b) further tertiary studies;

(c) research;

(d) study (including home study);

(e) training;

(f) attending a conference;

(g) attending a seminar;

(h) attending a webinar; and

(i) attending a lecture.

77.3 Amount of Professional Development Leave

(a) A full-time Employee is entitled to seven (7) days' paid professional development leave per calendar year, in addition to other prescribed leave entitlements. Part-time Employees have a pro rata entitlement.

(b) An Employee may utilise professional development leave for part of a single day.

Example:

An Employee may use their professional development leave to attend 14 half-day professional development activities in a year of service provided that the total period will not exceed seven (7) days.

77.4 Payment

(a) Day for the purposes of professional development leave is the Employee's usual shift length on the day the leave is taken.

For example, a night shift worker who takes a day of professional development leave for a 10-hour night shift is entitled to 10 hours' payment.

(b) In circumstances where an Employee takes professional development leave on a day the Employee would not otherwise work, see sub-clause 77.8.

77.5 Accumulation of Professional Development Leave

The leave is cumulative over two (2) calendar years.

77.6 Application Process

(a) Professional Development Leave is available only on written application by the Employee. Where practicable, the application must be made at least six (6) weeks prior to the proposed professional development leave date(s).

(b) The application must include:

(i) the proposed date(s);

(ii) a brief description of the nature of the professional development activity to be undertaken and its applicability to the Employee’s profession; and

(iii) where the leave is taken to attend a conference or seminar, the name, venue and date/time.

(c) For the avoidance of doubt, only professional development activities that an Employee makes an application for in accordance with this sub-clause 77.6 which are approved can be deducted from the Employee’s Professional Development Leave entitlement.

77.7 Response to Application

(a) The application will be approved by the Employer unless there are exceptional circumstances that exist that justify non-approval, save that where an application for approval is made less than six (6) weeks prior to the proposed date approval will not be unreasonably withheld by the Employer.

(b) The Employer must notify the Employee in writing if the leave is approved or not within seven (7) days of the request being made.

(c) If leave is not approved the reasons will be included in the written notification to the Employee.

(d) Once professional development leave has been granted by the Employer it will only be revoked by mutual agreement which may be at the request of the Employee, save that the Employer will not unreasonably refuse a request by an Employee to revoke the granting of leave.

77.8 Professional development activities occurring on a day the Employee would not otherwise work

(a) Where a request for professional development leave which is approved by the Employer covers a period where the Employee is not rostered to work (e.g. on weekends, ADOs or after hours) then the Employer will provide time off in lieu for the period of the course.

(b) Time in lieu in this sub-clause 77.8 is on the basis of time for time at ordinary rates and does not include any benefit or payment for any overtime, penalties or allowances under this Agreement which would normally be paid for such periods of duty.

(c) Instead of time in lieu in accordance with this sub-clause 77.8, the Employer and Employee may mutually agree to the Employee being paid for the period at the Employee's ordinary time rate of pay.

77.9 Report Back

An Employee may be required to report back on a seminar or conference, provided they are allocated sufficient time during their ordinary hours of work to prepare for and deliver this.

77.10 Mandatory Training

(a) Any education or training (however titled):

(i) the Employer requires an Employee to attend, such as fire, workplace bullying and equal opportunity training; and/or

(ii) that is necessary for an Employee to perform their position/role, such as learning how to use a new piece of equipment or updates on policies / procedure;

will occur within an Employee's paid time and no deduction will be made to an Employee's professional development leave entitlement for such education or training.

(b) The Employer will indicate in writing (which may be in policy) to Employees if any education or training they are providing is education or training the Employee is required to attend.

78 Study Leave

78.1 Subject to sub-clause 78.4, paid study leave will be available to all full-time and part-time Employees.

78.2 Paid study leave may be taken as agreed between the Employer and an Employee, for example, four (4) hours per week, eight (8) hours per fortnight or blocks of 38 hours at a residential school.

78.3 An Employee wishing to take study leave in accordance with this clause 78 must apply in writing to the Employer as early as possible prior to the proposed leave date. The Employee's request should include:

(a) details of the course and institution in which the Employee is enrolled or proposes to enrol; and

(b) details of the relevance of the course to the Employee's profession.

78.4 The Employer may refuse to grant an Employee study leave where there are reasonable grounds for doing so, and will notify the Employee in writing of whether their request for study leave has been approved within seven (7) days of the application being made. If the leave is not approved, the reasons will be included in the written notification to the applicant.

78.5 Once study leave has been granted by the Employer it will not be revoked unless mutually agreed, save that:

(a) the Employer will not unreasonably refuse a request by an Employee to revoke the granting of leave; and

(b) an Employee will give genuine consideration to a request by the Employer to revoke leave.

78.6 Leave pursuant to this clause 78 does not accumulate from year to year.

79 Dispute Resolution or Industrial Relations Training

79.1 A Union member or other workplace representative who is an Employee of the Employer will be entitled to, and the Employer will grant, leave of absence of up to a maximum of five (5) days' paid leave per calendar year, to attend relevant courses and/or training conducted by the Union covered by this Agreement or an accredited training provider.

79.2 Leave of absence on full pay for such purposes in excess of five (5) days and up to ten days may be granted in any one (1) calendar year subject to the total leave being granted in that year and in the subsequent year not exceeding ten days.

79.3 Such leave is granted on the following conditions:

(a) the courses and/or training deal with the Dispute Resolution Process and/or rights, obligations and responsibilities under relevant industrial instruments and legislation (including training in relation to the role of a delegate);

(b) reasonable notice is given by the Employee;

(c) the taking of leave is arranged having regard to the operational requirements of the Employer;

(d) the Employee taking such leave will be paid all ordinary time earnings in accordance with Appendix Two (Wage Rates for Allied Health Professionals) and pro-rated where relevant (for the avoidance of doubt, 'all ordinary time earnings' include sole, higher qualifications, telephone and / or uniform allowance where relevant to the individual Employee);

(e) leave of absence granted pursuant to this clause 79 will count as service for all purposes of this Agreement; and

(f) expenses associated with attendance at training courses, for example, fares, accommodation and meal costs are not the responsibility of the Employer.

79.4 Once industrial relations training leave has been granted by the Employer, it will only be revoked by mutual agreement, save that:

(a) the Employer will not unreasonably refuse a request by an Employee to revoke the granting of leave;

(b) an Employee will give genuine consideration to a request by the Employer to revoke leave.

PART I – CLASSIFICATION AND STAFFING

80 Notification of Classification and Reclassification

80.1 The grades and classifications of all Employees will be determined consistent with the Classification Definitions in Appendix Four.

80.2 Employees will, upon appointment, be advised in writing of their classification under this Agreement.

80.3 Where an Employee believes that the work performed is better described by another classification, the Employee may seek to be reclassified to that classification by notifying the Employer in writing, addressing the classification criteria of both the current and proposed classification.

80.4 The Employer will provide a written response to the requested reclassification within four (4) weeks, addressing both the current and proposed classification.

80.5 At any time, either the Employee or Employer may refer a request for reclassification to the dispute settlement procedures Clause 15 of this Agreement.

81 Classification and Wages

81.1 **Classification Structure**

The classification descriptors are set out in Appendix Four – Classification Definitions Applying to Allied Health Professionals.

81.2 The weekly full-time salaries applicable to each classification during the period that this Agreement operates are set out in Appendix Two – Wage Rates for Allied Health Professionals.

81.3 Appointment to a wage increment (wage point) will be based on the Employee's Experience.

81.4 In this clause 81, **Experience** means experience in the Employee's profession at an equivalent or higher classification obtained within the last five (5) years at any workplace, excluding any unpaid leave provisions in the Agreement (or any previous applicable instrument).

> Example 1:
>
> An Occupational Therapist with two (2) completed years' Experience at AHP1 Grade 2 is classified as an AHP1 Grade 2, Year 3. They terminate their employment and commence with a new Employer as an Occupational Therapist Grade 2. The Occupational Therapist's previous AHP1 Grade 2 experience means they commence their new employment at AHP1 Grade 2 Year 3.
>
> Example 2:
>
> A Grade 3 Speech Pathologist has four (4) years' Experience at Grade 3 and is classified as an AHP1 Grade 3, Year 4. The Grade 3 position is made redundant, and the Speech Pathologist agrees to be redeployed to a Grade 2 position. Due to the Speech Pathologist's Grade 3 experience, the Speech Pathologist will be employed as an AHP1 Grade 2, Year 4 after redeployment. Nine (9) months after the redeployment, the Speech Pathologist is appointed to a Grade 3 position. The Speech Pathologist's previous Grade 3 experience means they are employed as an AHP1 Grade 3, Year 4.

> Example 3:
>
> A Physiotherapist is employed by a private Physiotherapy group for six (6) years. The work they perform is equivalent to AHP1 Grade 3 in this Agreement. This Physiotherapist is then employed by an Employer covered by this Agreement as a Grade 3 Physiotherapist. The Employee's previous experience equivalent to AHP1 Grade 3 under this Agreement means they commence the new employment at AHP1 Grade 3 Year 4.

81.5 Entry Level - Doctorate

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

81.6 AHP1 Grade 1 to AHP1 Grade 2 Progression

Progression from AHP1 Grade 1 to AHP1 Grade 2 will be in accordance with sub-clause 2.5 of Section B, Appendix 4.

81.7 Overlapping Pay Points Between Grades

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

81.8 Allied Health Managers

When classifying Allied Health Managers in Physiotherapy, Occupational Therapy, Speech Pathology, Medical Imaging Technology, Podiatry, Health Information Management, Medical Photography/Illustration, Medical Library, Music Therapy, Recreation Therapy, Orthoptics, and Prosthetics and Orthotics, an Allied Health Manager who is classified two (2) grades or more below that of another Allied Health Manager (that is either in the therapy stream or the radiation related stream) in the employ of the same Employer, will be reclassified to the next available Allied Health Manager grade.

82 Progression Criteria

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

83 Backfill of Leave

83.1 Definitions

(a) **Absence** includes any type of leave approved by the Employer, WorkCover, absence caused by the resignation or termination of an Employee or an absence due to an Employee being on secondment, either separately or in combination.

(b) **Backfill** means the replacement of an absent Employee with an Employee classified at the same classification and time fraction, save that where this is not possible Backfill means utilising:

(i) higher duties to replace the absent Employee with an Employee at a lower classification and/or time fraction to work at and be paid at the higher classification and/or time fraction; and

(ii) an Employee classified at a higher grade/class/level than the absent Employee, with the replacement Employee's paid at their higher rate.

83.2 The Employer will Backfill an Absence of four (4) weeks or greater. Where, despite best endeavours, the Employer is unable to Backfill an Absence because a suitably experienced and qualified Employee is unavailable, the workload will be managed in accordance with sub-clauses 83.4 to 83.6 below.

83.3 Where reasonable, the Employer will attempt to Backfill the position/s through offering part-time Employees, and where necessary casual Employees, additional shifts in the first instance.

83.4 Where there will be an Absence of one (1) week or more, including where despite the Employer's best endeavour's they are unable to Backfill an Absence of four (4) weeks or greater, the Employer will consult with the Employee and other affected Employees on how workload will be managed in the Employee's absence with to ensure that:

(a) the other affected Employees can perform all aspects of their position during their ordinary hours of work, both during and after the period of leave; and

(b) the absent Employee can perform all aspects of their position during their ordinary hours when they return from leave.

83.5 Ways in which the workload may be managed includes:

(a) prioritising of work so that non-essential work is not required to be performed;

(b) the workload of other Employees who may be asked to perform the duties of the absent Employee are adjusted by reducing their usual duties; and/or

(c) the work of the absent Employee is not required to be undertaken by any Employee.

83.6 The final details of how the workload will be managed, including where there is no Backfill, will be communicated to the Employee and other affected Employees and other affected Employees will not unreasonably be required to work overtime to complete their own work and the work of the absent Employee.

83.7 Where required, an absent Employee will, on return to work, receive appropriate support to enable them to complete work not done in their absence and is still required to be done.

83.8 Relevant Information

(a) Where there is a dispute with respect to this clause 83 the Employer will provide relevant information that will provide clarification on the workload or staffing issues. Information that could be relevant includes workload reviews undertaken in accordance with sub-clause 85.9.

(b) On the request of the Union and/or Employee(s), the Employer will provide in writing details of their attempts to Backfill in accordance with this clause 83.

(c) Where the Employer is unable to Backfill Absences in accordance with this clause 83 on a regular basis, upon request by the Union and/or Employee(s), the Employer will:

(i) consult with affected Employee/s and the Union on this; and

(ii) where possible, take reasonable steps to address the issue.

83.9 Dispute Settlement

In the event of a dispute arising over the provisions of this clause 83, either party may choose to have the dispute resolved under the Dispute Settling Procedure in this Agreement (clause 15).

83.10 Nothing in this clause 83 prevents Employers taking other additional measures consistent with this Agreement to manage or prioritise work where Backfill is not available.

84 Advertising of Vacancies

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

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

(a) within six (6) business days after giving notice of termination (by either the Employee giving notice to their manager or delegate, or the Employer giving notice to the Employee) where not filling the vacancy will or there is a reasonable possibility it will result in Employee/s being unable to perform all aspects of their position during their ordinary hours of work; or

(b) as soon as practicable (ordinarily within eight (8) business days) in circumstances other than those described in sub-clause 84.2(a)

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

85 Safe Staffing and Workloads

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

85.2 The Employer further recognises that the allocation of work must include consideration of the Employee's hours of work, health, safety and welfare. Work will be allocated to an Employee in accordance with sub-clause 85.7

85.3 The Employer is obliged by the OHS Act to provide a safe workplace. It is recognised that adequate staffing affects workload and is relevant to occupational health and safety in the workplace.

85.4 Work will be allocated so that an Employee does not work routinely beyond their ordinary hours of work to complete their duties, and the allocation of work does not require:

(a) working before or after rostered ordinary hours;

(b) working through meal intervals or rest/tea breaks; or

(c) undertaking work at home which is not part of an agreed work from home arrangement.

85.5 Reasonable Overtime

(a) All work performed by an Employee will be paid, in accordance with the provisions of this Agreement, with any overtime hours worked by the Employee to be paid as overtime or taken as time in lieu in accordance with clause 48.

(b) The Employer may only require the Employee to work reasonable overtime where:

(i) such work is unavoidable because of work demands and reasonable notice of the requirement to work overtime is given by the Employer; or

(ii) where, due to an emergency, it has not been possible to provide reasonable notice.

(c) Notwithstanding sub-clause 85.5(b) an Employee will generally not be required to regularly undertake work beyond their ordinary hours of work.

(d) Nothing in this clause 85 stops a part-time Employee agreeing to work additional ordinary hours in accordance with sub-clause 20.3(d) or Employees from agreeing to work overtime.

85.6 Staffing

The Employer will ensure that it is sufficiently staffed and resourced so as to enable each Employee to:

(a) perform all aspects of their role/position during their ordinary hours;

(b) take rest intervals and meal breaks provided by this Agreement; and

(c) take leave provided for by this Agreement and the NES;

subject to sub-clause 85.5

85.7 Allocation of work

(a) The Employer will allocate work to each Employee so that they can perform all aspects of their position (including meeting any targets of key performance indicators (KPIs)) during their ordinary hours of work, including but not limited to:

(i) clinical duties;

(ii) administrative and clerical duties;

(iii) managerial/supervisory duties;

(iv) educational duties;

(v) attending meetings;

(vi) clinical supervision; and

(vii) duties related to the supervision, training and/or teaching of students;

subject to sub-clause 85.5

(b) The allocation of work will also have regard to and recognise:

(i) that clients/patients/customers (however they are referred to) are different and as such any consultation/service/treatment provided to them (and associated work) can vary as can the time it takes to provide such consultation/services/treatment;

(ii) the individual Employee's skills, abilities, knowledge, capacity and experience; and

(iii) any appropriate clinical guidelines for the profession and/or specialisation of the Employee.

(c) The reference to 'all aspects of their position (including meeting any targets or key performance indicators (KPIs)) during their ordinary hours' in sub-clause 85.7(a) excludes unpaid work such as (but not limited to):

(i) working before or after rostered ordinary hours;

(ii) working through meal intervals or rest/tea breaks; and

(iii) undertaking work at home which is not part of an agreed work from home arrangement.

(d) The Employee's work allocation, including any targets or KPIs will be provided in writing.

85.8 Safe rostering practices

Where an Employee other than a part-time Employee (part-time Employees must have a set pattern of work under sub-clause 20.3(c)) does not have a set pattern of work, in setting a roster, the Employer will ensure that the number of changes to the Employee's start and finish times are reasonable.

85.9 Consultation, Review and Disputes

(a) Unless the Employee is on leave, the Employer and the Employee will consult on the Employee's workload at a minimum of bi-monthly (once every two (2) months), which may be through relevant team and supervision meetings.

(b) An Employee/s and/or the Union (or other representative) may request a workload review at any time in writing.

(c) Where a review is requested in writing, the Employer will:

(i) consult with the Employee/s and the Union (where the Union has requested the workload review or the Employee/s are being represented by the Union);

(ii) as part of that consultation, discuss and review the written work allocation required by sub-clause 85.7(d) including whether it is accurate;

(iii) set out in writing any duties and responsibilities not in the written work allocation required by sub-clause 85.7(d) and the estimated time necessary for the Employee to complete all their duties and responsibilities; and

(iv) where it is identified that the Employee is unable to complete all their work during their ordinary hours, the Employer will in writing:

(A) amend the Employee's work allocation (including the estimated time to complete the tasks), to ensure the Employee can perform all aspects of their position during their ordinary work hours;

(B) set out any other steps to address the workload issue; and

(C) set out the process used to monitor workload.

(d) Staffing and Collective workload issues

In the event that a staffing issue or a collective workload issue is raised by an Employee/s and/or representative (including the Union), the Employer will consult with affected Employee/s and the representative (including the Union) and take appropriate steps to address any issues. To inform the consultation the Employer will provide relevant information requested by an Employee/s and/or representative (including the Union) that will provide clarification of the workload or staffing issues.

(e) If, following consultation under sub-clause 85.9(c) or (d), the workload or staffing issue is not resolved, any party may refer it to the dispute settling procedure in this Agreement (clause 15).

86 Clinical Supervision

86.1 The Employer will ensure that all Employees receive clinical supervision by:

(a) where practicable, an Employee from the same profession as the Employee Grade 3 or above. Such clinical supervision can be directly provided by the Grade 3 Employee on a day to day basis or through a Grade 2 Employee who will provide the direct clinical supervision on a day to day basis in accordance with Appendix Four; or

(b) where it is not practicable that an Employee receives clinical supervision from an Employee in the same profession Grade 3 or above, a clinically appropriate and qualified Allied Health Professional who has greater clinical experience than the Employee and has the relevant skills, experience in clinical supervision (or is being assisted by another person who has relevant experience in clinical supervision) and knowledge to provide the clinical supervision to that Employee.

86.2 In this clause 86 clinical supervision refers to structured professional support, such as:

(a) the provision of advice and feedback on clinical matters relating to their profession;

(b) reflective practice or case review;

(c) group supervision or peer supervision;

(d) teaching and learning (both direct and indirect) at point-of-care;

(e) live observation; and

(f) facilitation of professional development;

which may be internal or external.

86.3 Where because of exceptional circumstances both the Employee and Employer wish to apply an alternative to best meet the principles at sub-clause 86.2

(a) the Employer will notify the Union in writing (with a copy to the Employee);

(b) the parties will meet to discuss the matter; and

(c) If the parties cannot agree, the matter is referred to the dispute resolution procedure in this Agreement.

86.4 **Definition of Allied Health Professional**

In this clause 86 Allied Health Professional means an employee working in a profession covered by this Agreement, a Dietitian, an Audiologist, a Psychologist, a Social Worker and a Welfare Worker, Community Development Worker or Youth Worker provided they are degree qualified.

87 Annual Close Down

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

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

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

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

(a) the importance of ensuring staff resources are directed to client activity;

(b) the circumstances of the Employee including the impact of the annual close down or low activity period between Christmas Day and New Year's Day and the Employee's paid annual leave balance;

(c) the reasons why the Employee does not wish to take annual leave;

(d) whether the Employee has excessive annual leave;

(e) whether accrued days off are available;

(f) whether time off in lieu of overtime is available;

(g) whether alternative work is available, for example at other sites, subject to operational requirements; and

(h) whether leave without pay is available.

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

(a) accrued days off;

(b) time in lieu of overtime; and/or

(c) leave without pay;

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

87.6 If, after discussions take place in accordance with sub-clause 87.4 the Employer, Employee or their representatives can utilise the dispute resolution clause 15 of this Agreement to determine if the Employer asking the Employee to take annual leave between Christmas Day and New Year's Day is reasonable or the refusal of an Employee to take annual leave between Christmas Day and New Year's Day is unreasonable. Where in accordance with the dispute resolution process in clause 15 the Commission determines the refusal to take annual leave is unreasonable the Employer can direct the Employee take annual leave between Christmas Day and New Year's Day.

88 Work From Home Arrangements

88.1 Purpose

(a) Requests for Work from Home arrangements will be dealt with in accordance with this clause 88

(b) Work From Home arrangements will be considered by the Employer on a case-by-case basis, subject to sub-clause 88.2(d) having regard to:

(i) the nature of the Employee's work;

- **(ii)** the ability for all or part of the Employee's duties to be effectively performed at home and/or remotely;
- **(iii)** the operational needs of the Employer and the impact on service delivery;
- **(iv)** the impact on the Employee and/or the team productivity or performance issues;
- **(v)** occupational health and safety;
- **(vi)** any legislative or Government mandated restrictions/orders;
- **(vii)** the Employee's personal circumstances; and
- **(viii)** any other relevant factors;

88.2 Application Process

(a) An Employee who makes a request to Work from Home must do so in writing to the Employer.

(b) An Employee's request to work from home can include a request to Work from Home:

- **(i)** on a temporary basis;
- **(ii)** on an ongoing basis;
- **(iii)** for part of the Employee's hours of work; and/or
- **(iv)** for all of the Employee's hours of work.

(c) The Employer will provide the Employee with a response in writing as soon as reasonably practicable, usually 21 days unless there are exceptional circumstances.

(d) The Employer may only refuse to grant an Employee's request to Work from Home where there are reasonable grounds for doing so.

(e) Where the Employer has declined a request an Employee's request to Work from Home, the reasons will be set out in the response provided at sub-clause 88.2(c) and the Employee will be given an opportunity to meet to discuss the request.

(f) The Employer may review an Employee's Work from Home arrangements where there is a change in circumstances. Where the Employer proposes to change an Employee's Work from Home arrangements they must first consult with the Employee.

(g) The Employer can only change an Employee's Work from Home arrangements where the Employer has:

- **(i)** first consulted with the Employee;
- **(ii)** reasonable grounds for doing so having regard to the considerations listed at sub-clause 88.1(b); and
- **(iii)** provided the Employee with sufficient notice to make any necessary arrangements due to the Work from Home arrangements being changed, provided no less than three (3) weeks' notice is provided to the Employee unless exceptional circumstances apply that require a shorter notice period save that the notice provided must be reasonable.

(h) Where an Employee is required by the Employer to work from home, the Employer will ensure that the Employee does not incur additional expenses that would ordinarily be the responsibility of the Employer when working at their work premises.

(i) During the life of the Agreement, the Parties should review working from home arrangements to ensuring that Employees working from home are not professionally disadvantaged.

(j) For the purposes of sub-clause 88.2(i) professional disadvantage relates to an Employee being treated less favourably than their peers as a result of working from home. Examples of professional disadvantage may include a lack of access to:

- **(i)** informal networking with peers and colleagues;
- **(ii)** meetings and briefings that are relevant to the Employee's role;
- **(iii)** professional development opportunities;
- **(iv)** mentoring;
- **(v)** offers for additional shifts (where available);
- **(vi)** opportunities for career advancement;
- **(vii)** training opportunities; and
- **(viii)** acting up.

88.3 Dispute Resolution

Where a dispute arises under this clause 88, it will be dealt with in accordance with clause 15 (Dispute Settling Procedures).

PART J – UNION MATTERS

89 Union Matters

89.1 Access to new Employees

(a) To facilitate the orientation of new Employees and familiarise such Employees with this Agreement, the Union will be provided with the dates, times and venues of any orientation/induction programs in writing on a quarterly basis and be permitted to attend.

(b) If the dates of these programmes are fixed in advance for a regular day and time then a list should be sent to the Union.

(c) Where the dates of orientation/induction programmes are not fixed in advance, the Union should receive notification of at least 14 days to enable a Union representative to attend.

(d) Those covered by this Agreement acknowledge the increasing role that technology plays in orientation/induction. An Employer and Union may agree to an alternative means by which the Union can access new Employees including where orientation/induction programs are conducted on-line or the Union cannot reasonably attend.

89.2 Delegates and Occupational Health & Safety Representatives

(a) In addition to other leave entitlements, Delegates and Occupational Health and Safety representatives are to have reasonable time release from duty to attend to industrial, occupational health and safety or other relevant matters such as grievance procedures, committee meetings etc.

(b) Where representatives are required to attend management meetings outside of paid time they will be paid to attend.

89.3 Access to Employees and facilities

(a) The Union will have access to Employees for any process arising under this Agreement and an Employee may, where they so choose, be represented by the Union for any process under this Agreement (for example, in relation to a request for an extension of a period of unpaid parental leave under sub-clause 66.13, the consultation on alternative annual leave days under sub-clause 54.5(e) or in relation to a request for individual support by an Employee experiencing family violence under sub-clause 62.8).

(b) The Union's Delegates and Occupational Health & Safety representatives will be provided with access to facilities such as telephones, computers, e-mail, notice-boards and meeting rooms in a manner that does not adversely affect service delivery and work requirements.

(c) A notice board for the Union's use will be established at the main sites in which persons eligible to be members of the Union are employed.

89.4 Right of Entry

The exercise of any right of entry conferred by clause 89 which involves entry to premises for a purpose referred to in s.481 of the Act, or to hold discussions of a kind referred to in s.484 of the Act, will be in accordance with the requirements of Part 3-4 of Chapter 3 of the Act.

90 Contractors and Labour Hire

90.1 The Employer acknowledges the positive impact that secure employment has on employees and the provision of quality services to the Victorian community and will give preference to engaging people to perform work covered by this Agreement as Employees, rather than engaging:

(a) contractors (including contractors that are employees of the Employer);

(b) employees of contractors (including employees of contractors that are employees of the Employer); and

(c) employees of labour hire businesses;

to perform such work.

90.2 VHIA and the Union will design a survey for Employers to complete to identify the following in relation to the people referred to at sub-clauses 90.1(a) to (c):

(a) how many such people perform work at the Employer;

(b) the professions they perform work at the Employer;

(c) the sites such people perform work at the Employer;

(d) the gender breakdown of such people;

(e) at approximately what grades/levels/classes under the Agreement do such people perform work; and

(f) anything else agreed by VHIA and the Union.

PART K – OCCUPATIONAL HEALTH AND SAFETY

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

91.1 The parties to this Agreement are committed to the prevention of workplace bullying.

91.2 The Employer will maintain policies and procedures to proactively prevent and manage workplace bullying in accordance with the recommendations of the *WorkSafe Guidance Note on the Prevention of Bullying and Violence at Work 2003* (as amended from time to time).

92 Occupational Violence and Aggression Prevention and Management

92.1 Prevention and Management of Occupational Violence and Aggression

Employees are entitled to be provided a workplace free of occupational violence and aggression (OVA).

92.2 Occupational Violence and Aggression Prevention

(a) VHIA, Employers, the Union and Employees support action to end violence and aggression in Victoria's community health system. This requires an inclusive, integrated approach both at an industry and individual community health service level.

(b) Each Employer will have an action plan, which will be subject to ongoing review, to address occupational violence and aggression.

(c) Any action plan will:

(i) outline the actions necessary to improve security;

(ii) implement proactive measures to identify and address risks;

(iii) ensure a reporting culture and mechanisms to assist in investigation; and

(iv) provide appropriate support following workplace incidents.

(d) The action plan will be consistent with:

(i) any relevant plan developed by the Union to end violence and aggression; and

(ii) the WorkSafe Guidance note relevant to occupational violence and aggression.

(e) In developing or reviewing an action plan the Employer will consult with HSRs, the Union and affected Employees to identify any gaps having regard for the requirements at sub-clause 92.2(c).

(f) The Employer will designate an Occupational Health and Safety committee (which may be an existing committee) as responsible for overseeing the actions required by this clause 92.

(g) Upon written request of the Union, an Employer will provide to the Union the following written information within four (4) weeks:

(i) the Employer's action plan or, where it does not have one, how it is developing an action plan;

(ii) the name of the Committee responsible for oversight of occupational violence and aggression issues including the contact details of the Committee chair;

(iii) where the Committee at sub-clause 92.2(g)(ii) establishes a sub-committee or working party for the purpose of giving effect to the obligations under this clause 92 the name of the sub-committee or working party and the contact details of the Chair;

(iv) details of the Employer's program / system for addressing occupational violence and aggression including relevant policies; and

(v) other material relevant to the Employer's program / system for addressing occupational violence and aggression and / or action plan.

(h) Upon request by the Union, the Employer will invite the Union to attend and participate in meetings of the relevant committee established or convened for the purpose of giving effect to this clause 92

92.3 Employers with Existing Policies

An Employer who, at the time this Agreement comes into operation, has policies that directly address the prevention and management of occupational violence and aggression will:

(a) regularly (at least every 12 months) review the policy / policies through the occupational health and safety committee(s) (including HSRs) and OHS consultation mechanisms applying at the Employer, with specific consideration to an OHS Risk Management approach, and any relevant plan developed by the Union to prevent violence and aggression;

(b) ensure that Employees are provided with the policies and are advised of any change;

(c) ensure that Employees receive periodic refresher training regarding occupational violence and aggression issues including the policies;

(d) upon request, provide a copy of existing policies to the Union or other Employee representative; and

(e) upon request, meet with the Union or other Employee representative for consultation regarding the policies, their application and implementation.

92.4 Nothing in this clause 92 limits an Employer from doing anything to support the reduction and prevention of occupational violence and aggression.

92.5 Key Principles

In developing, reviewing and implementing policies, the following matters will be considered:

(a) security;

(b) risk identification;

(c) the development of patient care plans;

(d) incident reporting, investigation and action;

(e) workplace design;

(f) training;

(g) integration of policies and procedures;

(h) post incident support;

(i) application across all health disciplines; and

(j) empowering staff to expect a safe workplace.

92.6 Continuous Improvement

(a) The Employer will undertake regular (at least six-monthly) audits of their occupational violence and aggression management strategy, considering any relevant plan developed by the Union to prevent violence and aggression, in consultation with HSRs and clinical care staff.

(b) The Employer will provide the results of such audits and the action plan to their HSRs and, upon request, Job Representatives, for review and discussion at the Committee or working group referred to at sub-clause 92.2(f).

(c) Further external developments regarding the prevention and management of occupational violence and aggression will occur during the life of the Agreement. They may include but not be limited to:

(i) baseline standards for security; and

(ii) incident reporting systems.

(d) Employers will continue to review, consult and update their response to occupational violence and aggression to take into account developments that may result in the continued improvement of its response.

92.7 OVA Reporting

(a) The Employer will make the following information available to the Occupational Health and Safety committee referred to in sub-clause 92.2(f)

(i) the number of code grey, code black and other alerts relating to risk of violence;

(ii) the overall number of reported incidents of OVA;

(iii) the number of incidents that have resulted in injury to staff, patients and visitors;

(iv) the number of incidents that have resulted in property damage, where available; and

(v) systematic recommendations and actions affecting risk management and OVA.

(b) The Employer will, in consultation with the elected HSR, conduct workplace audits.

93 OHS Risk Management

93.1 Those covered by this Agreement will take a pro-active approach to the prevention and management of workplace injuries to the highest level of protection reasonably practicable in the circumstances, and to the achievement of a reduction in workplace injuries through the implementation of risk management systems incorporating hazard identification, risk assessment and control, and safe work practices.

93.2 The Employer will implement the hierarchy of controls to control hazards and will eliminate the hazard at the source wherever practicable.

93.3 Those covered by this Agreement recognise that consultation with Employees and their representatives is crucial to achieving a healthy and safe work environment. To this end, Employers will:

(a) consult with Employees covered by this Agreement and their representatives around matters relating to health and safety in the workplace; and

(b) ensure managers of Employees receive adequate education and support to ensure the following can occur:

(i) the assessment of OHS risks;

(ii) the undertaking of OHS incident investigations; and

(iii) Consultation with Employees over OHS issues.

93.4 This Agreement recognises that hazards include, but are not limited to:

(a) safe patient and manual handling;

(b) occupational violence and aggression;

(c) circumstances that give rise to adverse effects on psychological health, including bullying, workplace stress and fatigue;

(d) unsafe design and layout of health workplaces;

(e) slips, trips and falls;

(f) blood borne and other infectious diseases;

(g) sharps; and

(h) hazardous substances.

93.5 The Employer will provide such information, education, training and supervision to all Employees of the Employer required to enable them to perform their work in a manner which is safe and without risks to health. This will occur on a regular basis as required to enable Employees to remain informed in relation to health and safety hazards, policies and procedures.

94 Incident Reporting, Investigation and Prevention

94.1 The Employer will facilitate timely reporting of incidents by Employees and ensure Employees who report incidents are appropriately supported.

94.2 Following an incident, the Employer will as soon as practicable:

(a) provide the Employee/s with post incident support services;

(b) take appropriate action to prevent further injury to Employees;

(c) conduct an incident investigation in a timely manner and implement workplace controls to prevent the incident recurring; and

(d) provide information regarding the Employee's rights as relevant including the making and lodging of a workers compensation claim and reporting to police.

94.3 The Employer will provide information, instruction and training to Employees and management staff regarding the importance of timely reporting, procedures regarding incident reporting, and linking this to incident investigation and prevention.

95 Off-Site Visit Safety

The requirements of this clause 95 applies to all situations where an Employee is away from the Employer's premises with a client/s / customer/s / patient/s, or the family or carer/s of a client/s / customer/s / patient/s.

95.1 The Employer will ensure that where an Employee is undertaking an off-site visit:

(a) the Employee has received training relevant to performing their work in that environment including Employee and client safety (such as family violence);

(b) the Employee has ready access to other suitable employee/s appropriate to the Employee's experience:

(i) to report an emergency; and

(ii) to receive clinical advice; and

(c) where the off-site visit has concluded and the Employee has not confirmed their safety, the Employer will ensure that another employee/s contacts the Employee to confirm their safety.

95.2 Where an Employee is undertaking off-site visits the Employer will ensure that they have first completed the necessary training and orientation to ensure that they have the necessary skills, knowledge and experience to effectively and safely perform off-site visit duties and will receive the required ongoing support in accordance with sub-clause 95.1.

95.3 Where an Employee has concerns about their safety following the initial screening processes, or where an Employee has concerns about their safety as a result of their dealings with a client/customer/patient, the Employer will ensure that:

(a) the safety issue / hazard is identified;

(b) a risk assessment is undertaken in consultation with the Employee/s, the Employee's HSR (where applicable) and where requested by the Employee/s, the Union and/or any other relevant employee/s;

(c) subject to sub-clauses 95.4. and 95.5 an appropriate hazard / risk control is implemented; and

(d) the control measures are evaluated and reviewed.

95.4 The objective of the process described at sub-clause 95.3 is to identify a hazard / risk control measure the Employee agrees addresses their safety concern. An Employee is entitled to dispute whether the hazard / risk control measure in sub-clause 95.3(c) addresses their safety concerns and is appropriate in accordance with the OHS Act.

95.5 At any time, if a safety issue involves an immediate threat to the Employee's health or safety an Employer or Employee may, after consultation, direct that work cease in accordance with the OHS Act, save that, consistent with an Employee's common law right, an Employee has the right to:

(a) cease seeing an individual client / customer / patient or leave a location/environment at any time where they feel unsafe; and/ or

(b) not perform work where they believe is a threat to their safety, including when they do not feel safe visiting an individual client/customer/patient or attending a location/environment.

95.6 Where a direction under sub-clause 95.5 occurs, the cease work would apply to visiting that individual client / customer / patient or location/environment where performing this work gives rise to an immediate threat to the Employee's safety until resolved in accordance with the OHS Act, which includes having the matter determined by Worksafe and the right to appeal.

95.7 During any period for which work has ceased in accordance with a direction under sub-clause 95.5 the Employer may assign any Employees whose work is affected to suitable alternative work.

95.8 Nothing in this clause 95 limits the ability of any party to exercise any right under the OHS Act including to request an inspector attend the workplace to assist in the resolution of the health and safety issue, having the matter determined by Worksafe, any escalation process or right to appeal.

PART L – SUNBURY AND COBAW COMMUNITY HEALTH CLAUSES

The clauses within Part L only apply to Employees employed by Sunbury and Cobaw Community Health, and as such the references to Employer in the clauses in Part L is a reference to Sunbury and Cobaw Community Health.

96 Police Checks

Where an Employee is required by the Employer to satisfy the Employer of their police record, including where an Employee is required to have a national police record check, The Employer is responsible for paying any reasonable fees or costs associated with this, including the cost of the application fee for a national police record check.

97 Public Transport Yearly Ticket

97.1 This clause 97 does not apply to a casual Employee or an Employee who will be employed for less than 12 months.

97.2 An Employee may make an application for the Employer to purchase a yearly Myki transport ticket (Myki Transport Ticket) or any successor to the Myki transport ticket for the Employee.

97.3 The Employer will grant an Employee's application for the purchase by the Employer of a Myki Transport Ticket for the Employee and purchase a yearly Myki transport ticket for the Employee, subject to the Employee agreeing in writing to a salary deduction arrangement with the Employer in accordance with s.324 of the Act (Deduction Arrangement).

97.4 The Deduction Arrangement will authorise the Employer to make equal salary deductions from the Employee's weekly pay (after tax) until the total amount for the Myki Transport Ticket is repaid to the Employer in full over a period of 12 months.

97.5 The Employee will be able to retain possession of the Myki Transport Ticket in circumstances of cessation of employment with the Employer where the Deduction Arrangement includes the authorisation for any outstanding balance owing to the Employer to be deducted from the Employee's final pay provided such money is available.

97.6 Where the deduction arrangement provides for it, and the Employee's final pay does not contain sufficient money to recover the outstanding balance owing, the Employee:

(a) must pay the Employer the outstanding balance owing in order for the Employee to retain possession of the Myki Transport Ticket; or

(b) must return the Myki Transport Ticket to the Employer prior to cessation of employment where the Employee does not pay the Employer the outstanding balance owing.

PART M – INDUSTRY WORKING GROUP

98 Community Health Industry Working Group

98.1 The VHIA and the Union will set up a Community Health Industry Working Group within 12 months of the Agreement commencing operation.

98.2 The working party will develop an agreed work plan over the life of the Agreement that will undertake the following work:

(a) review working from home arrangements;

(b) develop the contractor workforce survey;

(c) review the Agreement terms and conditions against the enterprise agreement covering Dietitians and Psychologists within Community Health;

(d) analyse Allied Health Professional vacancies across the Community Health sector;

(e) analyse Allied Health Professional reported recruitment and retention issues across the Community Health sector;

(f) make recommendations to the Community Health Sector on measures that may improve the recruitment and retention of Allied Health Professionals; and

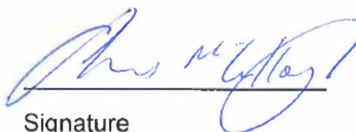
(g) make recommendations to the Community Health Sector on changes to the Agreement that will reduce the complexity of managing the differences with the enterprise agreement covering Dietitians and Psychologists within Community Health. The recommendations must have regard to the impact on both Employees, the Employers and funding constraints.

98.3 The Employers acknowledge the above work may require the collection of data via surveys of which the information will be reported in de-identified summaries to be shared with the Union and the Employers.

98.4 A reference to Community Health in this clause 98 is a reference to the Employers covered by the Agreement.

SIGNATURES

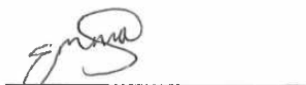
SIGNED for and on behalf of **EMPLOYERS** referred to in **Appendix One** by the authorised representatives of the **Victorian Hospitals' Industrial Association** in the presence of:



Signature

STUART McCULLOUGH

Chief Executive Officer (print)



Witness

EMMA SCOTT

Name of Witness (print)

Address: 88 Maribyrnong Street, VIC, 3011

Authority to sign

CHIEF EXECUTIVE OFFICER OF VHIA

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

____

Signature

____

Branch Secretary (print):

Address: Level 1 62 Lygon St, Carlton, VIC 3053

Authority to sign

____

Witness

____

Name of Witness (print)

Appendix One – List of Employers

1. Access Health and Community Limited (ABN: 82 136 672 681)
2. Ballarat Community Health (ABN: 98 227 492 950)
3. Banyule Community Health (ABN: 87 776 964 889)
4. Bellarine Community Health Ltd (ABN: 96 536 879 169)
5. Bendigo Community Health Services Limited (ABN: 76 026 154 968)
6. BHN Better Health Network Ltd (ABN: 46 659 939 054)
7. cohealth Limited (ABN: 57 167 212 302)
8. DPV Health Ltd (ABN: 68 047 988 477)
9. Gateway Health Limited (ABN: 76 640 576 694)
10. Gippsland Lakes Complete Health Limited (ABN: 39 041 514 660)
11. Ranges Community Health (Inspiro) (ABN: 14 188 575 324)
12. IPC Health Ltd (ABN: 68 846 923 225)
13. Latrobe Community Health Service Limited (ABN: 74 136 502 022)
14. Merri Community Health Services Limited (Merri Health) (ABN: 24 550 946 840)
15. Nexus Primary Health (ABN: 40 685 448 071)
16. Nillumbik Community Health Service Ltd (healthAbility Victoria) (ABN: 32 180 310 839)
17. North Richmond Community Health Limited (ABN: 21 820 901 634)
18. Northern District Community Health (ABN: 11 507 709 511)
19. Sunbury Community Health Centre Limited (Sunbury and Cobaw Community Health) (ABN: 32 084 682 579)
20. Sunraysia Community Health Services Limited (ABN: 56 957 121 036)
21. Your Community Health (ABN: 31 905 329 561)

Appendix Two – Weekly Wage Rates for Allied Health Professionals

Classification	Year	FFPPOA					
		1-Jul-22	1-Jun-23	1-May-24	1-Jun-24	1-Jun-25	1-Jun-26
		Wage Rate ($)	Wage Rate ($)	Wage Rate ($)	Wage Rate ($)	Wage Rate ($)	Wage Rate ($)
			3.5%		3.5%	2.5%	2.5%
AHP1 CLASSIFICATIONS							
Intern - Medical Imaging Technologist* (MIT - 3 year degree)	-	1032.33	1084.20**		1122.15	1150.20	1178.96
Intern - Medical Imaging Technologist* (MIT - masters degree)	-	1115.03	1171.20**		1212.19	1242.50	1273.56
*If an employee engaged as an Intern Medical Imaging Technologist (MIT - 3 year degree) or Intern Medical Imaging Technologist (MIT – masters degree) is required to remain an intern for more than one year (or 1824 hours of work), they will be paid a rate that is the appropriate Modern Award weekly rate of pay plus 10 cents. **1 June 2023 pay rate updated with relevant Modern Award 1 July 2023 rate plus 10 cents.							
Grade 1	1	1370.56	1418.53		1468.18	1504.88	1542.50
	2	1454.38	1505.28		1557.97	1596.92	1636.84
	3	1517.55	1570.66		1625.64	1666.28	1707.94
	4	1586.62	1642.15		1699.63	1742.12	1785.67
	5	1667.05	1725.40		1785.79	1830.43	1876.19
Grade 2	1	1667.29	1725.65		1786.05	1830.70	1876.47
	2	1743.85	1804.88		1868.06	1914.76	1962.63
	3	1850.96	1915.74		1982.79	2032.36	2083.17
	4	1917.31	1984.42		2053.87	2105.22	2157.85
Grade 3	1	1924.14	1991.48		2061.19	2112.72	2165.53
	2	1991.89	2061.61		2133.77	2187.11	2241.79
	3	2045.00	2116.58		2190.66	2245.42	2301.56
	4	2199.13	2276.10		2355.76	2414.65	2475.02
Grade 4	1	N/A	N/A	2,330.50***	2412.07	2472.37	2534.18

Classification	Year	FFPPOA 1-Jul-22 Wage Rate ($)	1-Jun-23 Wage Rate ($)	1-May-24 Wage Rate ($)	1-Jun-24 Wage Rate ($)	1-Jun-25 Wage Rate ($)	1-Jun-26 Wage Rate ($)
			3.5%		3.5%	2.5%	2.5%
	2	N/A	N/A	2,409.00***	2493.32	2555.65	2619.54
	3	N/A	N/A	2,488.10***	2575.18	2639.56	2705.55
	4	2431.46	2516.56	2,567.90***	2657.78	2724.22	2792.33
*** Employees other than existing Grade 4 employees will start from Year 1 and progress to Year 2 (subject to the relevant experience/progression clauses) 12 months effective from the FFPPOA 1 May 2024 date and so on. Existing Grade 4 employees will translate to Grade 4 Year 4.							
Assistant Allied Health Manager (AAHM) (except Medical Imaging Technologist)							
AAHM (except Medical Imaging Technologist) - who translates to the Modern Award **- Health Professionals Level 3**	1	1924.14	1991.48		2061.19	2112.72	2165.53
	2	1991.88	2061.60		2133.75	2187.10	2241.77
	3	2045.00	2116.58		2190.66	2245.42	2301.56
	4	2045.00	2276.10****		2355.76	2414.65	2475.02
AAHM (except Medical Imaging Technologist) who translates to the Modern Award **- Health Professionals Level 4**	1	1924.14	1991.48		2061.19	2112.72	2165.53
	2	1991.88	2061.60		2133.75	2187.10	2241.77
	3	2060.00	2178.60**		2254.85	2311.22	2369.00
	4	2289.65	2405.00**		2489.18	2551.40	2615.19
Assistant Allied Health Manager (AAHM) (Medical Imaging Technologist Only)							
Grade 1 - who translates to the Modern Award **- Health Professionals Level 3**	1	1924.14	1991.48		2061.19	2112.72	2165.53
	2	1991.89	2061.61		2133.77	2187.11	2241.79
	3	2045.05	2116.63		2190.71	2245.48	2301.62

Classification	Year	FFPPOA					
		1-Jul-22	1-Jun-23	1-May-24	1-Jun-24	1-Jun-25	1-Jun-26
		Wage Rate ($)	Wage Rate ($)	Wage Rate ($)	Wage Rate ($)	Wage Rate ($)	Wage Rate ($)
			3.5%		3.5%	2.5%	2.5%
	4	2045.05	2276.10****		2355.76	2414.65	2475.02
Grade 1 - who translates to the Modern Award - **Health Professionals Level 4**	1	1924.14	1991.48		2061.19	2112.72	2165.53
	2	1991.89	2061.61		2133.77	2187.11	2241.79
	3	2060.00	2178.60**		2254.85	2311.22	2369.00
	4	2289.65	2405.00**		2489.18	2551.40	2615.19
Grade 2 - who translates to the Modern Award - Health Professionals Level 3	1	2158.00	2233.53		2311.70	2369.50	2428.73
	2	2255.76	2334.71		2416.43	2476.84	2538.76
Grade 2 - who translates to the Modern Award - **Health Professionals Level 4**	1	2158.00	2233.53		2311.70	2369.50	2428.73
	2	2255.76	2334.71		2416.43	2476.84	2538.76
	3	2255.76	2334.71		2416.43	2476.84	2538.76
	4	2289.65	2405.00**		2489.18	2551.40	2615.19
Grade 3		2431.46	2516.56		2604.64	2669.76	2736.50
Grade 4		2625.37	2717.26		2812.36	2882.67	2954.74
****New Year 4 rate of pay to match Grade 3 - Year 4 rate of pay - resolves current discrepancy that an Employee at Grade 3 Year 4 receives a higher rate of pay than AAHM at this classification.							
Allied Health Manager (AHM)							
Grade 1 - who translates to the Modern Award - **Health Professionals Level 3**	1	1924.14	1991.48		2061.19	2112.72	2165.53
	2	1991.89	2061.61		2133.77	2187.11	2241.79
	3	2045.00	2116.58		2190.66	2245.42	2301.56
	4	2045.00	2276.10*****		2355.76	2414.65	2475.02
Grade 1 - who translates to the Modern Award - **Health Professionals Level 4**	1	1924.14	1991.48		2061.19	2112.72	2165.53
	2	1991.89	2061.61		2133.77	2187.11	2241.79

		FFPPOA					
Classification	Year	1-Jul-22	1-Jun-23	1-May-24	1-Jun-24	1-Jun-25	1-Jun-26
		Wage Rate ($)	Wage Rate ($)	Wage Rate ($)	Wage Rate ($)	Wage Rate ($)	Wage Rate ($)
			3.5%		3.5%	2.5%	2.5%
	3	2060.00	2178.60**		2254.85	2311.22	2369.00
	4	2289.65	2405.00**		2489.18	2551.40	2615.19
Grade 2 - who translates to the Modern Award - **Health Professionals Level 3**	1	2158.00	2233.53		2311.70	2369.49	2428.73
	2	2255.76	2334.71		2416.42	2476.83	2538.75
Grade 2 - who translates to the Modern Award - **Health Professionals Level 4**	1	2158.00	2233.53		2311.70	2369.49	2428.73
	2	2255.76	2334.70		2416.42	2476.83	2538.75
	3	2255.76	2334.71		2416.42	2476.83	2538.75
	4	2289.65	2405.00**		2489.18	2551.40	2615.19
Grade 3	1			2,488.10 - new year 1 for Grade 3 AHM that matches Grade 4, Year 3 rate	2575.18	2639.56	2705.55
	2	2431.46	2516.56	2,567.90 - new Grade 3 Year 2 (existing employee at AHM Grade 3 translate to AHM Grade 3 Year 2) - matches Grade 4,Year 4 rate	2657.78	2724.22	2792.33
Grade 4	-	2625.37	2717.26		2812.36	2882.67	2954.74
Grade 5	-	2896.44	2997.82		3102.74	3180.31	3259.82
*****New Year 4 rate of pay to match Grade 3 - Year 4 rate of pay - resolves current discrepancy that an Employee at Grade 3 Year 4 receives a higher rate than AHM at this classification.							
Deputy Director of Allied Health	-	3070.98	3178.46		3289.71	3371.95	3456.25
Director of Allied Health	-	3245.51	3359.10		3476.67	3563.59	3652.68

Classification	Year	FFPPOA					
		1-Jul-22	1-Jun-23	1-May-24	1-Jun-24	1-Jun-25	1-Jun-26
		Wage Rate ($)	Wage Rate ($)	Wage Rate ($)	Wage Rate ($)	Wage Rate ($)	Wage Rate ($)
			3.5%		3.5%	2.5%	2.5%
AHP2 CLASSIFICATIONS							
Child Psychotherapist							
Level 1	1	1214.33	1256.83		1300.82	1333.34	1366.67
	2	1267.97	1312.35		1358.28	1392.24	1427.04
	3	1331.61	1378.22		1426.45	1462.12	1498.67
	4	1392.64	1441.38		1491.83	1529.13	1567.36
	5	1457.24	1508.24		1561.03	1600.06	1640.06
	6	1518.51	1571.66		1626.67	1667.33	1709.02
	7	1632.65	1689.79		1748.94	1792.66	1837.48
Level 2	1	1689.19	1748.31		1809.50	1854.74	1901.11
	2	1711.04	1770.93		1832.91	1878.73	1925.70
	3	1783.93	1846.37		1910.99	1958.76	2007.73
	4	1838.40	1902.74		1969.34	2018.57	2069.03
	5	1904.64	1971.30		2040.30	2091.31	2143.59
Level 3	1	1936.94	2004.73		2074.90	2126.77	2179.94
	2	2007.84	2078.11		2150.85	2204.62	2259.74
	3	2121.97	2196.24		2273.11	2329.94	2388.19
Level 4	1	2162.76	2238.46		2316.80	2374.72	2434.09
	2	2242.30	2320.78		2402.01	2462.06	2523.61
	3	2348.22	2430.41		2515.47	2578.36	2642.82
Client Advisors/Rehabilitation Consultants							
Grade 1	Yr 1/ Appt. Rate	1512.14	1565.06		1619.84	1660.34	1701.85
	2	1544.40	1598.45		1654.40	1695.76	1738.15
	3	1579.77	1635.06		1692.29	1734.60	1777.96
	4	1649.07	1706.79		1766.53	1810.69	1855.96

Classification	Year	FFPPOA					
		1-Jul-22	1-Jun-23	1-May-24	1-Jun-24	1-Jun-25	1-Jun-26
		Wage Rate ($)	Wage Rate ($)	Wage Rate ($)	Wage Rate ($)	Wage Rate ($)	Wage Rate ($)
			3.5%		3.5%	2.5%	2.5%
	5	1681.63	1740.49		1801.40	1846.44	1892.60
	6	1754.39	1815.79		1879.35	1926.33	1974.49
Grade 2	1	1804.04	1867.18		1932.53	1980.85	2030.37
	2	1847.57	1912.23		1979.16	2028.64	2079.36
	3	1892.70	1958.94		2027.50	2078.19	2130.14
	4	1959.06	2027.63		2098.59	2151.06	2204.84
Grade 3	1	2004.99	2075.16		2147.79	2201.48	2256.52
	2	2047.79	2119.46		2193.64	2248.48	2304.70
	3	2135.09	2209.82		2287.16	2344.34	2402.95
Grade 4	1	2282.19	2362.07		2444.74	2505.86	2568.50
	2	2359.30	2441.88		2527.34	2590.52	2655.29
	3	2438.00	2523.33		2611.65	2676.94	2743.86
Dental Technicians							
Level 1	1	1160.68	1201.30		1243.35	1274.43	1306.29
	2	1172.71	1213.75		1256.24	1287.64	1319.83
	3	1225.25	1268.13		1312.52	1345.33	1378.96
Level 2	1	1291.73	1336.94		1383.73	1418.33	1453.78
	2	1312.21	1358.14		1405.67	1440.81	1476.83
	3	1326.08	1372.49		1420.53	1456.04	1492.44
	4	1391.34	1440.04		1490.44	1527.70	1565.89
Level 3	1	1484.28	1536.23		1590.00	1629.75	1670.49
	2	1493.91	1546.20		1600.31	1640.32	1681.33
	3	1548.38	1602.57		1658.66	1700.13	1742.63
Apprentice	1	555.42	574.86		594.98	609.85	625.10
	2	691.41	715.61		740.66	759.18	778.16

Classification	Year	FFPPOA 1-Jul-22 Wage Rate ($)	1-Jun-23 Wage Rate ($)	1-May-24 Wage Rate ($)	1-Jun-24 Wage Rate ($)	1-Jun-25 Wage Rate ($)	1-Jun-26 Wage Rate ($)
			3.5%		3.5%	2.5%	2.5%
	3	835.97	865.23		895.51	917.90	940.85
	4	1014.76	1050.28		1087.04	1114.21	1142.07
Apprentice who is 21 years of age or over at the commencement of apprenticeship	1	555.42	796.10**		823.96	844.56	865.68
	2	691.41	911.00**		942.89	966.46	990.62
	3	835.97	911.00**		942.89	966.46	990.62
	4	1014.76	1050.28		1087.04	1114.21	1142.07
Renal Dialysis Technician							
Renal Dialysis Technician (excluding degree qualified)	1	1094.00	1132.29		1171.92	1201.22	1231.25
	2	1139.91	1179.81		1221.10	1251.63	1282.92
	3	1157.88	1198.41		1240.35	1271.36	1303.14
	4	1176.04	1217.20		1259.80	1291.30	1323.58
	5	1206.88	1249.12		1292.84	1325.16	1358.29
	6	1274.36	1318.96		1365.13	1399.25	1434.24
Renal Dialysis Technician (degree qualified)	1	1094.00	1132.29		1171.92	1201.22	1231.25
	2	1139.91	1179.81		1221.10	1251.63	1282.92
	3	1157.88	1198.41		1240.35	1271.36	1303.14
	4	1176.04	1275.90**		1320.56	1353.57	1387.41
	5	1206.88	1321.10**		1367.34	1401.52	1436.56
	6	1274.36	1321.10**		1367.34	1401.52	1436.56

Annual Leave Loading		FFPPOA 1-Jul-22	1-Jun-23	Commencement of Agreement	1-Jun-24	1-Jun-25	1-Jun-26
Annual Salary Exceeds	Based on Grade 3, Year 1	100324.66	103835.77	103835.77	107470.45	110157.22	112910.73
Weekly Salary Exceeds		1924.14	1991.48	1991.48	2061.19	2112.72	2165.53

Classification	Year	FFPPOA					
		1-Jul-22	1-Jun-23	1-May-24	1-Jun-24	1-Jun-25	1-Jun-26
		Wage Rate ($)	Wage Rate ($)	Wage Rate ($)	Wage Rate ($)	Wage Rate ($)	Wage Rate ($)
			3.5%		3.5%	2.5%	2.5%
Loading Amount		1346.90	1394.04	1742.55	1803.54	1848.63	1894.84

Schedule A – Dental Prosthetist Translation to AHP1 Structure

1.1 Existing Employees

In this Schedule A of Appendix Two, an Existing Employee is an employee classified as a Dental Prosthetist under the 2021 Agreement when this Agreement commences operation.

1.2 Translation from AHP2 to AHP1 for Dental Prosthetist

Existing Employees will translate to the AHP1 structure as follows:

Dental Prosthetist Year – AHP 2	AHP1 Grade 1 – FFPPOA 1 June 2023
Year 1	Year 3*
Year 2	Year 4
Year 3	Year 5**

*This AHP1 Grade 1 Year 3 rate of pay for Existing Employee's will be $1,572.30, which is the Dental Prosthetist Year 1 rate of pay under the 2021 Agreement with the relevant wage increase on 1 June 2023 under this Agreement applied to it.

**Subject to sub-clause 1.3 of this Schedule A of Appendix Two below.

1.3 Existing Year 3 Employees – progression to Grade 2

An Existing Employee who was at Dental Prosthetist Year 3 when the Agreement comes into operation:

(a) for less than 12 months will, following translation, progress to AHP1 Grade 2 on that Employee's next anniversary date after the Agreement comes into operation in accordance with Appendix Four, Section B, sub-clause 2.5; or

(b) for at least 12 months will progress to AHP1 Grade 2 when the Agreement comes into operation except:

(i) that an Employee at Grade 1, Year 3 who is being performance managed in accordance with clause 16 at the commencement of this Agreement will not progress to Grade 2, in which case Appendix Four, Section B, sub-clause 2 .5(b) applies;

(ii) where the Employee elects not to progress to Grade 2, including because they do not wish to perform Grade 2 duties, notifying their Employer in writing of this, in which case Appendix Four, Section B, sub-clause 2.5(c)(ii) applies.

1.4 Existing Employees – other Grades

(c) Within three (3) months of the Agreement commencing operation, Employers who employ Existing Employees will review the work they perform to determine whether the Existing Employee performs work consistent with a higher Grade and, if so, will reclassify the Existing Employee to that Grade effective from the date the Agreement commences operation.

(d) Employers will advise each Existing Employee in writing of the outcome of that review.

1.5 New Employees

(e) In this Schedule A of Appendix Two, a New Employee is one who commenced employment with an Employer covered by this Agreement after the Agreement came into operation.

(f) A New Employee will be subject to the AHP1 structure upon commencement of employment.

Appendix Three – Allowance and Other Rates for Allied Health Professionals

Allowance	FFPPOA					
	1-Jul-22	1-Jul-23	Commencement of Agreement	1-Jul-24	1-Jul-25	1-Jul-26
	Allowance ($)	Allowance ($)	Allowance ($)	Allowance ($)	Allowance ($)	Allowance ($)
Uniform Allowance						
Per Day	1.93	2.00		2.07	2.12	2.17
Per Week	9.65	9.99		10.34	10.60	10.86
Laundry Allowance						
Per Day	0.45	0.47		0.48	0.49	0.51
Per Week	2.29	2.37		2.45	2.51	2.58
Meal Allowance						
	15.88	16.44		17.01	17.44	17.87
Higher Qualification						
Post Graduate Qualification (7.5% of the AHP1, Grade 1, Year 1)	102.79	106.39		110.11	112.87	115.69
Doctorate (10% of the AHP1, Grade 1, Year 1)	137.06	141.85		146.82	150.49	154.25
Sole						
	61.34	63.49		65.71	67.35	69.03
On-Call						
Weekday	32.61	33.75		34.93	35.81	36.70
Weekends and Public Holidays	65.21	67.49		69.85	71.60	73.39
Working Away From Home						
Weekday (2.5% of the AHP1 Grade 1, Year 1)			35.46	36.70	37.62	38.56
Weekends and Public Holidays (5% of the AHP1 Grade 1, Year 1 rate)			70.93	73.41	75.24	77.13
Shift						

Allowance	FFPPOA					
	1-Jul-22	1-Jul-23	Commencement of Agreement	1-Jul-24	1-Jul-25	1-Jul-26
	Allowance ($)	Allowance ($)	Allowance ($)	Allowance ($)	Allowance ($)	Allowance ($)
AHP1						
Morning/Afternoon Shift *(excluding classifications highlighted in yellow later)*	30.70	31.75		32.85	33.65	34.50
Night Shift *(excluding classifications highlighted in yellow later)*	69.75	72.20		74.75	76.60	78.50
Permanent Night Shift	82.55	85.45		88.45	90.65	92.90
Change of Shift	49.10	50.80		52.60	53.90	55.25
Medical Imaging Technologists Interns - Morning/Afternoon shift	33.65	47.00		48.65	49.85	51.10
Grade 4, Year 4 - Morning/Afternoon shift	31.60	66.00		68.30	70.00	71.75
AHM (Grade 1 & 2) - Morning/Afternoon shift	78.55	94.95		98.25	100.70	103.20
AHM (Grade 3) - Morning/Afternoon shift	78.55	81.30		84.15	86.25	88.40
AAHM - Morning/Afternoon shift	78.55	94.95		98.25	100.70	103.20
AHM (Grade 1 & 2) - Night Shift	79.55	94.95		98.25	100.70	103.20
AAHM - Night Shift	79.55	94.95		98.25	100.70	103.20
Child Psychotherapy						
Morning Shift/Afternoon Shift (excluding Level 4, Year 3)	30.35	31.40		32.50	33.30	34.15
Morning/Afternoon Shift (Level 4, Year 3)	61.35	88.25		91.35	93.65	96.00
Night Shift (excluding Level 4, Year 3)	69.75	72.20		74.75	76.60	78.50
Night Shift (Level 4, Year 3)	69.75	88.25		91.35	93.65	96.00
Permanent Night Shift	82.55	85.45		88.45	90.65	92.90
Change of Shift	48.55	50.25		52.00	53.30	54.65
Dental Technicians						

Allowance	FFPPOA					
	1-Jul-22	1-Jul-23	Commencement of Agreement	1-Jul-24	1-Jul-25	1-Jul-26
	Allowance ($)	Allowance ($)	Allowance ($)	Allowance ($)	Allowance ($)	Allowance ($)
Morning/Afternoon Shift (excluding Adult Apprentices)	29.00	30.00		31.05	31.85	32.65
Morning/Afternoon Shift (Adult Apprentices)	29.00	36.00		37.25	38.20	39.15
Night Shift	69.75	72.20		74.75	76.60	78.50
Permanent Night Shift	82.55	85.45		88.45	90.65	92.90
Change of Shift	46.40	48.00		49.70	50.95	52.20
Client Advisors/ Rehabilitation Consultants						
Morning/Afternoon Shift (excluding Grade 4, Year 3)	37.80	39.10		40.45	41.45	42.50
Morning/Afternoon Shift (Grade 4, Year 3)	37.80	63.80		66.05	67.70	69.40
Night Shift	69.75	72.20		74.75	76.60	78.50
Permanent Night Shift	82.55	85.45		88.45	90.65	92.90
Change of Shift	60.50	62.60		64.80	66.40	68.05
Renal Dialysis Technicians						
Morning/Afternoon Shift (excluding degree qualified)	27.35	28.30		29.30	30.05	30.80
Morning/Afternoon Shift (degree qualified)	27.35	52.15		54.00	55.35	56.75
Night Shift	69.75	72.20		74.75	76.60	78.50
Permanent Night Shift	82.55	85.45		88.45	90.65	92.90
Change of Shift	43.75	45.30		46.90	48.05	49.25

Appendix Four – Classification Definitions Applying to Allied Health Professionals

CLASSIFICATION

An Employer is not obliged to appoint to each Grade. However, where an employee meets the requirements of the Grade, the Employer will classify them at that Grade (see clause 80 Notification of Classification and Reclassification).

This Appendix Four is arranged as follows:

General

Section A – Definitions

Allied Health Professional (AHP1)

Section B – AHP1 Classification Descriptors

Schedule 1 – Relevant entry requirements for AHP1 Classifications

Schedule 2 – Specific special knowledge or depth of experience examples

Schedule 3 – Health Information Manager Specialty Area Examples

Allied Health Professional (AHP2)

Section C – AHP2 Classification Descriptors

SECTION A – DEFINITIONS

1. Definitions

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

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

1.2 **AHP1 Classification/s** means the following professions:

(a) Art Therapist;

(b) Dental Prosthetist;

(c) Exercise Physiologist;

(d) Health Information Manager (Medical Records Administrator);

(e) Medical Imaging Technologist (Radiographer);

(f) Medical Librarian;

(g) Music Therapist;

(h) Occupational Therapist;

(i) Orthoptist;

(j) Orthotist/Prosthetist;

(k) Photographer or Illustrator (Medical Photographer or Illustrator);

(l) Physiotherapist;

(m) Play Therapist (Child Life Therapist);

(n) Podiatrist;

(o) Recreation Therapist; and

(p) Speech Pathologist.

1.3 **AHP2 Classification/s** means the following professions:

(a) Child Psychotherapist;

(b) Client Advisor/Rehabilitation Consultant;

(c) Dental Technician; and

(d) Renal Dialysis Technician;

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

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

1.6 **Teach** or **teaching** students is the process of imparting theoretical professional knowledge such as that provided by a Clinical Educator.

1.7 **Train** or **Training** students is generally understood to be the process of imparting practical knowledge.

1.8 **Supervise** or **Supervising** students is the process of monitoring the work performance of a student, providing feedback and any necessary corrections to the student on their work.

1.9 **Work** or **Working** with students involves a student observing the work an employee performs and/or providing orientation to a student.

SECTION B – AHP1 CLASSIFICATION DESCRIPTORS

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

1. Intern – Medical Imaging Technologist (Radiographer) only

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

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

2. Grade 1

2.1 A Grade 1 Employee is an Employee who:

(e) has a relevant qualification for their profession and/or meets the entry requirements described at Schedule 1 of this Appendix Four;

(f) works on routine tasks within the scope of practice for their profession, consulting with a suitably experienced health professional when clinical problems arise or when dealing with clinical matters they are unfamiliar with; and

(g) is able to work with students.

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

2.3 A Grade 1 Employee cannot:

(a) Supervise students; and/or

(b) Train students.

2.4 Home Visits

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

(a) where a Grade 1 Employee performs work during home visits (that is they are not attending a home visit in an observational capacity only):

(i) they must, if they are not already classified at Grade 1 Year 3 or above, be classified at Grade 1 Year 3;

(ii) the training and orientation in sub-clauses 95.1 and 95.2 (off-site visit safety) the Grade 1 Employee completes must be a structured program relevant to the profession that ensures the Grade 1 Employee is adequately resourced, skilled and experienced to effectively and safely perform the clinical duties required at home visits without another Allied Health Professional present and must include a comprehensive induction process, appropriate training, practical guidance on relevant policies and procedures and supernumerary time at home visits; and

(iii) a preliminary assessment of the client's residence must be done prior to the Grade 1's first home visit;

(b) where a Grade 1 Employee attends home visits in an observational capacity only (that is they do not perform any work during the home visit) sub-clause 2.4(a) of this Appendix Four Section B does not apply.

2.5 AHP1 – Grade 1 to Grade 2 progression

(a) Progression on anniversary - general

(i) Except as provided at sub-clause 2.5(b) and 2.5(c) of this Appendix Four Section B, an Employee will be reclassified to Grade 2 on the anniversary date of their commencement in Grade 1, Year 5, that is upon the completion of 12 months at Grade 1 Year 5.

(ii) An Employee who progresses to Grade 2 will, if required, undertake Student Supervision and Training.

(b) Progression on anniversary – exception

An Employee as described at sub-clause 2.5(a) of this Appendix Four Section B, may have their progression deferred where, subject to the Employer complying with sub-clause 16.1(a), the Employee has been performance managed in accordance with sub-clause 16.3 for at least six (6) weeks immediately before the anniversary of their commencement at Grade 1, Year 5, save that:

(i) the Employee will be reclassified to Grade 2 immediately after the performance management ends as the Employee's performance has reached an acceptable standard. Average performance is not a reason to delay progression; and

(ii) an Employee whose reclassification to Grade 2 has been deferred may invoke the Dispute Settling Procedures in clause 15. Except where otherwise agreed, if the resolution of the dispute results in reclassification being granted, the reclassification to Grade 2 will be backdated to the anniversary of the Employee's commencement at Grade 1, Year 5.

(c) Employee elects not to progress to Grade 2

(i) An Employee may notify the Employer in writing that they do not wish to be reclassified to Grade 2.

(ii) Such an Employee may at a later time give written notice to the Employer that they elect to be reclassified to Grade 2 and, where they have been classified at Grade 1 Year 5 for at least 12 months, the Employer will immediately reclassify the Employee to Grade 2, subject to sub-clause 2.5(b) of this Appendix Four Section B.

(iii) The Employer must not direct, propose or suggest to an Employee that they elect not to be reclassified to Grade 2.

(d) No requirement for vacancy

(i) The movement of an Employee from Grade 1 to 2 does not rely on a vacancy or funding for the position but will be determined solely in accordance with this sub-clause 2.5 of this Appendix Four Section B.

(ii) Notwithstanding the above, a Grade 1 may be reclassified as a Grade 2 by appointment or in accordance with clause 80 (Classification and Reclassification) prior to the anniversary date of their commencement in Grade 1, Year 5.

3. Grade 2

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

A Grade 2 Employee is an Employee:

(a) required to undertake additional duties/responsibilities to a Grade 1 Employee, for example:

(i) supervising and training students;

(ii) supervising staff (including clinical supervision of Grade 1 Employees);

(iii) performing work which requires special knowledge or depth of experience. In the case of Medical Librarians, Orthotists/Prosthetists, Physiotherapists and Podiatrists examples of areas in which such work may be performed are listed in Schedule 2 of this Appendix Four;

(iv) being required to take charge of a section of a department;

(v) in the case of Health Information Manager being responsible for clinical trial/data management at recognised trials including national and international trials;

(vi) in the case of Play Therapist, research/case studies, and/or client and group program supervision and/or evaluation; and/or

(vii) undertaking home visits in circumstances other than those described in sub-clause 1.3 of this Appendix Four Section B above.

(b) A Grade 2 Employee also includes an employee who has progressed to Grade 2 from Grade 1 Year 5 in accordance with Appendix Four Section B sub-clause 2.5 above, meaning they will, if required, undertake the duties in Appendix Four Section B sub-clause 3.1(a) including student Supervision and Training.

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

A Grade 2 Medical Imaging Technologist is an Employee:

(a) who is required to undertake additional responsibilities and/or who has additional experience who demonstrates a degree of competence and ability to work independently and without supervision which reflects a level of continuing education and/or practical expertise. Parameters for this position would include one or more of the following:

(i) a Medical Imaging Technologist who is required to supervise other medical imaging staff including clinical supervision of Grade 1 Employees, and train medical imaging students;

(ii) a Medical Imaging Technologist who is required to supervise a section of a department; and/or

(iii) a Medical Imaging Technologist who can demonstrate extensive or special knowledge, experience and competence in any of the specialist modalities or areas of additional responsibilities such as computed tomography (CT), digital subtraction angiography (DSA), cardiac angiography, mammography, magnetic resonance imaging (MRI), picture archiving and communication systems (PACS), radiology information system (RIS) or quality assurance activities.

(b) A Grade 2 Medical Imaging Technologist (Radiographer) also includes an employee who has progressed to Grade 2 from Grade 1 Year 5 in accordance with Appendix Four Section B sub-clause 2.5 above, meaning they will, if required, undertake the duties in Appendix Four Section B sub-clause 3.2(a) including student Supervision and Training.

3.3 Grade 2 - General

A Grade 2 Employee cannot Teach students.

4. Grade 3

4.1 Grade 3 – General Definition

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

(a) normally have at least seven (7) years' experience in the relevant profession; and

(b) possesses specific knowledge in and works in an area of their profession (clinical, educational, research and/or managerial) requiring high levels of specialist knowledge; and/or

(c) Teaches under-graduate students and/or post graduate students primarily in a clinical setting.

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

4.2 Role function

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

Refer to next page for the relevant table.

<table>
<tr><th>Clinical</th><th>Managerial</th><th>Education</th><th>Research</th></tr>
<tr>
<td>(a) working in a clinical area of their profession that requires high levels of specialist knowledge;
(b) clinical supervision of Grade 1 and Grade 2 Employees;
(c) management and co-ordination of a quality improvement program;
(d) performing Advanced Practice work;
(e) acting on expert advisory committees as part of their position/role or with the Employer’s approval; and/or
(f) consultative role.

A Grade 3 Employee whose duties are mostly within the Clinical area of expertise may be described as a Senior Clinician.</td>
<td>(a) administrative functions such as a team leader;
(b) managerial supervision of staff;
(c) budgets; and/or
(d) human resource management.

A Grade 3 Employee whose duties are mostly within the Managerial area of expertise may be described as a Team Leader.</td>
<td>(a) teaching under-graduate students, post-graduate students and/or interns, primarily in a clinical setting;
(b) providing education to staff from other professions;
(c) lecturing in their clinical specialty;
(d) coordination of student placements;
(e) in the case of a Health Information Manager and Medical Imaging Technologist, having a proven record in teaching; and/or
(f) in the case of Medical Imaging Technologist, being a clinical educator in a department of less than 25.

A Grade 3 Employee whose duties are mostly within the Education area of expertise may be described as a Clinical Educator.</td>
<td>(a) formal research projects; and/or
(b) in the case of a Health Information Manager and Medical Imaging Technologist, having a proven record in research.

A Grade 3 Employee whose duties are mostly within the Research area of expertise may be described as an Allied Health Researcher.</td>
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5. Grade 4

5.1 Sub-clauses 5.2 to 5.3 of this Appendix Four Section B cease to apply from the FFPPOA 1 May 2024.

5.2 AHP1 classifications (except Medical Imaging Technologists)

(a) Grade 4 Allied Health

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

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

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

5.3 Medical Imaging Technologists only

(a) Medical Imaging Technologist Grade 4

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

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

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

5.4 Sub-clause 5.5 of this Appendix Four Section B applies from the FFPPOA 1 May 2024.

5.5 Grade 4 Employee

A Grade 4 Employee is an Employee:

(a) who will normally have at least 10 years' postgraduate experience and be responsible for education, research and/or clinical management/leadership in Allied Health, such as:

(i) the coordination of student placements, new graduate programs (where relevant) and professional development of staff;

(ii) setting and monitoring of budget(s), performance and reporting KPIs, managing risk and compliance, and developing, leading and monitoring of strategic quality improvements;

(iii) management of the Allied Health research program; and/or

(iv) providing senior level supervision/clinical supervision to Grade 3 Employees, monitoring and management of program delivery and clinical governance duties.

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

AND/OR

(b) performing Advanced Practice work that;

(i) exercises significant professional judgement based on a detailed knowledge of the area of expertise;

(ii) involves developing and/or applying profession principles and new technology and/or knowledge of crucial work which can encompass a single profession or a variety of professions;

(iii) makes a significant contribution towards the development and achievement of allied health advanced practice at a local or state-wide level;

(iv) requires making independent decisions related to a wide area of expert practice in the relevant field and being responsible for outcomes from the practice of other allied health professionals;

(v) requires expert specialist knowledge of contemporary methods, principles and practice and skills across the area of expertise;

(vi) typically expects the Employee to be an expert recognised in their field by peers and others within and outside the organisation; and

(vii) provides professional and clinical supervision to Grade 3 Advanced Practice Employees and other allied health professionals and other professional staff.

5.6 For the avoidance of doubt, an Employee performing Grade 4 work on an ad hoc or inconsistent basis only does not entitle the Employee to be classified at Grade 4.

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

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

1. Assistant Allied Health Manager

1.1 All AHP1 classifications (except Medical Imaging Technologists)

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

Note: The wage rate applicable to an Employee in this classification is determined by whether the Employee translates to Health Professional Level 3 or 4 in the Modern Award.

1.2 Medical Imaging Technologists only

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

(a) Grade 1 Assistant Allied Health Manager - Where the Allied Health Manager is classified at Grade 2 Allied Health Manager.

Note: The wage rate applicable to an Employee in this classification is determined by whether the Employee translates to Health Professional Level 3 or 4 in the Modern Award. .

(b) Grade 2 Assistant Allied Health Manager - Where the Allied Health Manager is classified at Grade 3 Allied Health Manager.

(c) Grade 3 Assistant Allied Health Manager - Where the Allied Health Manager is classified at Grade 4 Allied Health Manager.

(d) Grade 4 Assistant Allied Health Manager - Where the Allied Health Manager is classified at Grade 5 Allied Health Manager.

2. Allied Health Manager

2.1 All AHP1 classifications

(a) Grade 1 Allied Health Manager - An Employee who is an Allied Health Manager as defined in sub-clause 1.4 of this Appendix Four Section A in charge of 1 to 5 full-time professionals and/or other employees not covered by the Agreement totalling at least 6 in number (head count).

Note: The wage rate applicable to an Employee in this classification is determined by whether the Employee translates to Health Professional Level 3 or 4 in the Modern Award.

(b) Grade 2 Allied Health Manager - An Employee who is an Allied Health Manager as defined in sub-clause 1.4 of this Appendix Four Section A in charge of 6 to 14 full-time professionals and/or other employees not covered by the Agreement totalling at least 15 in number (head count).

Note: The wage rate applicable to an Employee in this classification is determined by whether the Employee translates to Health Professional Level 3 or 4 in the Modern Award.

(c) Grade 3 Allied Health Manager - An Employee who is an Allied Health Manager as defined in sub-clause 1.4 of this Appendix Four Section A in charge of 15 to 24 full-time professionals and/or other employees not covered by the Agreement totalling at least 26 in number (head count).

(d) Grade 4 Allied Health Manager - An Employee who is an Allied Health Manager as defined in sub-clause 1.4 of this Appendix Four Section A in charge of 25 to 39 full-time professionals and/or other employees not covered by the Agreement totalling at least 28 in number (head count).

(e) Grade 5 Allied Health Manager - An Employee who is an Allied Health Manager as defined in sub-clause 1.4 of this Appendix Four Section A in charge of 40 and over full-time professionals and/or other employees not covered by the Agreement totalling at least 46 in number (head count).

3. Deputy Director of Allied Health

An Employee who is a Deputy Director of Allied Health.

4. Director of Allied Health

An Employee who is a Director of Allied Health.

SCHEDULE 1 – ENTRY REQUIREMENTS FOR AHP1 CLASSIFICATIONS

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

Profession	Relevant Qualification and/or Entry Requirements
Art Therapist	A tertiary degree or an equivalent qualification in the field of art therapy or such course recognised by the Australian, New Zealand and Asian Creative Arts Therapies Association as being equivalent.
Dental Prosthetist	An employee who is eligible for general registration under the National Registration and Accreditation Scheme with the Dental Board of Australia who performs Dental Prosthetist work.
Exercise Physiologist	An appropriate Bachelor of Science Degree, Bachelor of Applied Science Degree, Bachelor of Exercise and Sports Science Degree, or equivalent. An Employee who commenced employment with their Employer after the *Victorian Stand Alone Community Health Centres Allied Health Professionals Enterprise Agreement 2017- 2022* commenced operation who holds only one additional post graduate qualification which is of direct relevance to their current position or functional work area that enables them to become an accredited Exercise Physiologist with Exercise & Sports Science Australia will not be entitled to the higher qualifications allowance in sub-clause 32.1 of this Agreement, save that where such an Employee received the higher qualifications allowance prior to the commencement of this Agreement they will continue to receive the higher qualifications allowance for a three (3) month period following the commencement of this Agreement.
Health Information Manager (Medical Records Administrator)	A qualification that makes an Employee eligible to be a full member of the Health Information Management Association of Australia Limited or another

	qualification relevant to health information management as accepted or recognised by the Employer.
Medical Imaging Technologist (Radiographer)	A Bachelor of Applied Science (Medical Radiations), Bachelor of Medical Radiation Science, or equivalent and registration under the National Registration and Accreditation Scheme with the Medical Radiation Practice Board of Australia.
Medical Librarian	Eligibility for associate membership of the Australian Library and Information Association and a qualification or equivalent recognised by the Australian Library and Information Association, or a qualification that would have qualified an Employee to be a Medical Librarian under the *Victorian Stand Alone Community Health Centres, Health Professionals Multi-Employer Agreement 2012 – 2016* or the *Sunraysia Community Health Services Ltd Health Professionals Enterprise Agreement 2011-2015*.
Music Therapist	A tertiary degree or an equivalent qualification in the field of music therapy or such course recognised by the Australian Music Therapy Association as being equivalent.
Occupational Therapist	Eligible to be registered as an Occupational Therapist under the National Registration and Accreditation Scheme with the Occupational Therapy Board of Australia.
Orthoptist	A qualification recognised by the Orthoptic Board of Australia.
Orthotist/Prosthetist	A Diploma in Applied Science (Prosthetics and Orthotics), Bachelor of Prosthetics and Orthotics, or equivalent recognised (including those qualifications previously recognised) by the Australian Orthotic Prosthetic Association Ltd.

Photographer or Illustrator (Medical Photographer or Illustrator)	A Diploma or Degree in Photography or Art, or equivalent as recognised by the Australian Institute of Medical and Biological Illustration.
Physiotherapist	Eligible to be registered as a Physiotherapist under the National Registration and Accreditation Scheme with the Physiotherapy Board of Australia.
Play Therapist (Child Life Therapist)	A Bachelor degree in Early Childhood Studies, Bachelor of Teaching (Primary), or other Bachelor qualification as recognised by the Association of Child Life Therapists Australia.
Podiatrist	Eligible to be registered as a Podiatrist under the National Registration and Accreditation Scheme with the Podiatry Board of Australia.
Recreational Therapist	A degree or equivalent in Recreation or Physical Education, or equivalent.
Speech Pathologist	A Bachelor of Speech Pathology, Bachelor of Applied Science in Speech Pathology, or an equivalent qualification as recognised by Speech Pathology Australia.

SCHEDULE 2 – SPECIFIC SPECIAL KNOWLEDGE OR DEPTH OF EXPERIENCE EXAMPLES

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

Profession	Examples
Medical Librarian	• Being required to apply specialised knowledge and to be in charge of one of more of the following areas: ○ computerised information retrieval; ○ inter library loans; or ○ another such area recognised by the Employer.
Orthotist/Prosthetist	• Scoliosis. • Cerebral palsy. • Spinal cord Injuries. • Plastic surgery. • Part of an amputee clinical team.
Physiotherapist	• Neurosurgery. • Surgical thoracic. • Plastic surgery. • Cerebral palsy. • Traumatic spinal cord lesions.
Podiatrist	• Diabetes mellitus peripheral vascular disease. • Cerebro-vascular accident. • Arthroses. • Orthotic/prosthetic therapy.

	• Nail surgery. • Local anaesthesia.

SCHEDULE 3 – HEALTH INFORMATION MANAGER SPECIALITY AREA EXAMPLES

Health Information Manager Grade 3

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

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

AHP2 CLASSIFICATION DESCRIPTORS

1. Child Psychotherapist

1.1 Child Psychotherapist

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

1.2 Level 1 - Child Psychotherapist

An Employee who:

(a) holds a bachelor degree in Occupational Therapy, Psychology, Psychiatry, Psychiatric Nursing, Speech Pathology or Social work and has at least two (2) years post graduate clinical experience in a child mental health setting as a pre-requisite for acceptance into Psychotherapy training;

(b) is undertaking a recognised post-graduate study as a Psychotherapist; and

(c) provides a clinical service under supervision. Provided further that an Employee classified at level 1 will have their years of service recognised one (1), two (2) or three (3) years in advance if the Employee holds an Honours, Masters or Doctorate respectively.

1.3 Level 2 - Qualified Child Psychotherapist

An Employee who:

(a) has completed a post-graduate course of study in Psychotherapy; and

(b) provides a clinical service.

1.4 Level 3 - Senior Child Psychotherapist

An Employee who is required to:

(a) provide a specialist clinical service;

(b) teach and supervise Employees on a recognised Psychotherapy training program;

(c) provide a Psychotherapy component to the Child and Family Psychiatry Department's Continuing Education Program;

(d) accept responsibility for a clinical consultation service to professional staff within and external to the Employer.

1.5 Level 4 - Principal Child Psychotherapist

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

(a) is expected to ensure and maintain the provision of a high professional standard of specialised psychotherapy service delivery.

(b) is responsible and accountable for the administration of a psychotherapy unit within an organisation.

(c) is responsible for formulating and implementing policies for the psychotherapy discipline in consultation with the Professor/Director of the Department of Child and Family Psychiatry.

(d) is responsible for the clinical supervision of qualified psychotherapy staff.

(e) holds major training responsibilities in one (1) or more of the Psychotherapy Training Schools.

(f) is responsible for initiating and conducting relevant research.

2. Client Adviser/Rehabilitation Consultant

2.1 Grade 1 Client Advisor/Rehabilitation Consultant

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

2.2 Grade 2 Client Adviser/Rehabilitation Consultant

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

(a) is required to perform work which requires special knowledge or depth of experience in the rehabilitation area; or

(b) is required to supervise Qualified and other Rehabilitation Consultant staff and teach Rehabilitation Consultant students.

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

A Grade 3 Client Advisor/Rehabilitation Consultant is either:

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

(b) a Senior Client Adviser/Rehabilitation Consultant who is a qualified Client Adviser/Rehabilitation Consultant who has at least seven (7) years' experience and/or experience in the rehabilitation process as recognised by the Employer and who is required to undertake additional responsibility in regards to administration and supervision of staff and/or management.

2.4 Grade 4 Principal Client Adviser/Rehabilitation Consultant

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

3. Dental Technician

3.3 Apprentice Dental Technician

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

3.4 Dental Technician Level 1

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

3.5 Dental Technician Level 2

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

3.6 Dental Technician Level 3 (Foreperson)

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

4. Renal Dialysis Technician

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