



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

St Vincent’s Private Hospitals Ltd
(AG2023/4318)

ST VINCENT’S HEALTH AUSTRALIA (QUEENSLAND PRIVATE HOSPITALS) ALLIED HEALTH EMPLOYEES ENTERPRISE AGREEMENT 2022

Health and welfare services

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 29 NOVEMBER 2023

Application for approval of the St Vincent’s Health Australia (Queensland Private Hospitals) Allied Health Employees Enterprise Agreement 2022

[1] An application has been made for approval of an enterprise agreement known as the *St Vincent’s Health Australia (Queensland Private Hospitals) Allied Health Employees Enterprise Agreement 2022 (Agreement)*. The application was made pursuant to section 185 of the *Fair Work Act 2009 (Act)*. The Agreement is a single enterprise agreement.

[2] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022 (Cth)* (Amending Act) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Act, that commenced operation on 6 June 2023.

[3] Under transitional arrangements, amendments made by Part 14 of Schedule 1 to the Amending Act in relation to *genuine agreement* requirements for agreement approval applications apply where the *notification time* for the agreement was on or after 6 June 2023. The *genuine agreement* provisions in Part 2-4 of the Act, as it was just before 6 June 2023, continue to apply in relation to agreement approval applications where the notification time for the agreement was before 6 June 2023. The notification time for the Agreement was before 6 June 2023.

[4] Under transitional arrangements, amendments made by Part 16 of Schedule 1 to the Amending Act in relation to the *better off overall test* requirements for agreement approval applications apply where the agreement was *made* on or after 6 June 2023. The *better off overall test* provisions in Part 2-4 of the Act, as it was just before 6 June 2023, continue to apply in relation to agreement approval applications where the agreement was made before 6 June 2023. The Agreement was *made* on 23 October 2023.

[5] I am satisfied that each of the requirements of sections 186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[6] The Australian Municipal, Administrative, Clerical and Services Union, being a bargaining representative for the Agreement, has given notice under section 183 of the Act that it wants the Agreement to cover it. In accordance with subsection 201(2) of the Act, I note that the Agreement covers the organisation.

[7] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 6 December 2023. The nominal expiry date of the Agreement is 30 June 2025.



DEPUTY PRESIDENT

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**ST VINCENT'S HEALTH AUSTRALIA
(Queensland Private Hospitals)**

ALLIED HEALTH

EMPLOYEES ENTERPRISE AGREEMENT 2022

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PART 1 - APPLICATION AND OPERATION

1.1. Title

This Agreement is known as the St Vincent's Health Australia (Queensland Private Hospitals) Allied Health Employees Enterprise Agreement 2022.

1.2. Period of Operation

This Agreement will commence operation from the seventh day after the Agreement is approved by the Fair Work Commission and will remain in force until 30 June 2025 and thereafter in accordance with the Fair Work Act 2009.

Discussions for a new agreement shall commence no less than 6 months before the nominal expiry date of this Agreement.

1.3. Coverage

This Agreement will cover:

- 1.3.1. St Vincent's Private Hospitals Ltd (ABN 61 083 645 505) (the "Employer")
- 1.3.2. Employees for whom rates of pay are prescribed in Attachment 1 who are employees of the Employer at the hospitals below:
 - St Vincent's Private Hospital Brisbane
 - St Vincent's Private Hospital Toowoomba
 - St Vincent's Private Hospital Northside; and
- 1.3.3. Subject to the requirements of the Fair Work Act 2009, The Australian, Municipal, Administrative, Clerical and Services Union, Queensland Together Branch.

1.4. Relationship to National Employment Standards

Entitlements in accordance with the National Employment Standards ("NES") are provided for under the *Fair Work Act 2009*. Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Act are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.

1.5. Definitions

- 1.5.1. "**Act**" means the Fair Work Act 2009, unless stated otherwise, as amended or replaced from time to time.
- 1.5.2. "**Commission**" or "FWC" means the Fair Work Commission.
- 1.5.3. "**Employee Representative**" means a representative appointed by the employee or group of employees to act on their behalf.
- 1.5.4. "**Employee**" means those employees outlined in the classification structure, outlined in clause 4.2

- 1.5.5. “**Employer**” means St Vincent’s Private Hospitals Ltd (ABN 61 083 645 505)
- 1.5.6. “**Facility**” or “Hospital” means a Hospital listed at clause 1.3.2 of this Agreement.
- 1.5.7. “**Primary care giver**” means a person who assumes the principal role of providing care and attention to a child/children.
- 1.5.8. “**Shift worker**”, for the purposes of the NES and the additional week of annual leave, means:
- (a) an employee who works for more than four ordinary hours on 10 or more weekends (noting that for the purposes of this part of the definition there are 52 weekends in a year, meaning that work on a Saturday and / or Sunday of the same weekend will count as 1 occasion) or public holidays during the year in which their annual leave accrues; and / or
 - (b) who is regularly rostered to work Sundays and public holidays.

For clarity, in relation to clause 1.5.8(a), a person will meet the definition of ‘shift worker’ where they work 6 weekends and 5 public holidays for more than four hours on each occasion in the year in which their annual leave accrues – as they will have worked in excess of the 10 weekends or public holidays required (that is the ‘10’ can be made up of weekends or public holidays).

- 1.5.9. “**Immediate family**” of an employee means:
- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
 - (c) spouse includes a former spouse.
 - (d) de facto partner of an employee:
 - (i) means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
 - (ii) includes a former de facto partner of the employee.

1.5.10. “**NES**” means National Employment Standards.

1.5.11. “**SVHA**” means St Vincent’s Health Australia

1.5.12. “**Ordinary rate of pay**” or “**base rate of pay**” means the applicable rate for the classification of work performed by an employee and does not include overtime, penalty rates, allowances, loadings, shift penalties, incentives, bonuses and other ancillary payments of a like nature.

1.6. Posting of Agreement

A copy of this Agreement shall be available electronically on the Intranet.

PART 2 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

2.1. Consultation

2.1.1. This term applies if:

- (a) the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise and the change is likely to have a significant effect on employees of the enterprise; or
- (b) the employer proposes to change the regular roster or ordinary hours of work of an employee or group of employees.

2.1.2. The Employer must consult with the employees to whom this agreement applies about:

- (a) a major workplace change that is likely to have a significant effect on the employees; or
- (b) a change to their regular roster or ordinary hours of work.

2.1.3. The relevant employees may appoint a representative for the purposes of the procedures in this term.

2.1.4. If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

2.1.5. As soon as practicable after making its decision, the employer must:

- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion -- provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (c) subject to 2.1.5(a) and (b), for a change to the employees' regular roster or ordinary hours of work, the employer is required to:
 - (i) to provide information to the employees about the change; and
 - (ii) to invite the employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and

(iii) to consider any views given by the employees about the impact of the change.

- 2.1.6. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 2.1.7. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 2.1.8. If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses 2.1.2, 2.1.3 and 2.1.5 are taken not to apply.
- 2.1.9. In this term, a major change is likely to have a significant effect on employees if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.
- 2.1.10. In this term, relevant employees mean the employees who may be affected by the major change or the change in regular roster / ordinary hours of work, as applicable.

2.2. Dispute Resolution Procedure

- 2.2.1. If a dispute relates to:
- (a) a matter arising under the agreement; or
 - (b) the National Employment Standards;
- this term sets out procedures to settle the dispute.
- 2.2.2. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 2.2.3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 2.2.4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
- 2.2.5. The FWC may deal with the dispute in 2 stages:
- (a) The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Div. 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

2.2.6. While the parties are trying to resolve the dispute using the procedures in this term:

- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

2.2.7. The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

2.3. Flexibility Arrangement

2.3.1. The employer and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates
 - (iv) allowances
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the employer and employee.

2.3.2. The employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
- (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

2.3.3. The employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and

- (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

2.3.4. The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

2.3.5. The employer or employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the employer and employee agree in writing – at any time.

PART 3 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

3.1. Contract of Employment

3.1.1. Employees covered by this Agreement shall be advised in writing of their employment category upon appointment.

Employment categories are:

- (a) full-time;
- (b) part-time;
- (c) casual; or
- (d) fixed-term/temporary.

3.2. Part-Time Employment

3.2.1. The employer may employ part-time employees in any classification in this Agreement.

3.2.2. A part-time employee is an employee who:

- (a) has reasonably predictable hours of work;
- (b) is employed for less than an average of 38 hours per week over an annual period;
- (c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

3.2.3. *Hours* - The ordinary daily working hours may be worked continuously over the course of a day, excluding meal breaks, to meet operational requirements and subject to mutual agreement between the employee and the employer.

3.2.4. A part-time employee employed under clause 3.2 must be paid for hours worked, up to 76 hours per fortnight if such hours are worked, with a minimum engagement of 3 hours per occasion.

- (a) Before commencing employment, the employer and employee will agree in writing on:

- (i) the span of hours that the employee may be rostered within a fortnight. The span of hours shall include which shifts the employee may be rostered to work; and
- (ii) the days of the week the employee may be rostered to work within a fortnight; and
- (iii) the agreed minimum number of contracted hours to be worked per fortnight;
- (iv) a part time employee may agree to work in excess of their rostered ordinary hours at the ordinary rate of pay, provided that all time worked by a part -time employee which exceeds the full-time ordinary hours shall be paid in accordance with clause 5.3 of this Agreement.
- (v) No part time employee shall be directed to work in excess of their rostered ordinary hours at the ordinary rate of pay.

3.2.5. Where an employee and their employer agree in writing, part-time employment may be converted to full-time, and vice-versa, on a permanent basis or for a specified period of time. If such an employee transfers from full-time to part-time (or vice-versa), all accrued entitlements shall be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.

3.3. Casual Employment

3.3.1. Definition

“Casual Employee” a casual employee in accordance with section 15A of the Act.

3.3.2. Rate of pay

Casual employees shall be paid an hourly rate in accordance with Schedule 1, plus a loading of 25%. The casual loading is paid in compensation for annual leave, personal leave and other entitlements associated with permanent employment.

3.3.3. Hours

A casual employee employed under clause 3.3 must be paid for all approved hours worked, up to or in excess of 76 hours per fortnight if applicable, with a minimum engagement of 3 hours per occasion.

3.3.4. Casual Conversion

In accordance with the NES, a casual employee who 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) may have a right to convert to permanent employment.

3.4. Labour Flexibility and Incidental and Peripheral Tasks

3.4.1. The parties to this Agreement agree:

- (a) that employees shall perform if or as required by the employer a wider range of duties, including work which is incidental or peripheral to their main tasks or functions.

Provided such duties are reasonably within the limits of the employee's skill, competence and training.

(b) that employees shall perform such work as is reasonable and lawfully required of them by their employer including accepting instructions from authorised personnel.

3.4.2. Employees shall use certified, working relevant equipment as may be required by the employer.

3.5. Termination of Employment

3.5.1. Statement of employment

The employer shall, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

3.5.2. Termination by Employer

(a) The employer may dismiss an employee only if the employee has been given the following notice:

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

(b) In addition to the notice in clause 3.5.2(a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.

(c) Payment in lieu of notice shall be made if the appropriate notice is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of the ordinary working hours to be worked by the employee.

(e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

3.5.3. Notice of termination by employee

(a) The notice of termination required to be given by an employee shall be two (2) weeks. If an employee fails to give notice, the employer shall have the right to withhold wages due to the employee with a maximum amount of 1 week, subject to the requirements of s.324(1)(b) of the Fair Work Act 2009.

3.5.4. Time off during notice period

During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the employer.

3.6. Redundancy

3.6.1. Consultation before terminations

Where the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on employees of the Employer, the Employer shall consult with affected employees in accordance with the consultation regarding change provision of this Agreement.

3.6.2. Transfer to lower paid duties

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 3.6.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 3.5.
- (b) The Employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of the ordinary working hours to be worked by the employee.

3.6.3. Time off during notice period

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 3.6.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

3.6.4. Notice to Centrelink

Where a decision has been made to terminate the employment of 15 or more employees in the circumstances outlined in clause 3.6.1, the employer shall notify Centrelink at the request of the employee as soon as possible.

3.6.5. Severance pay

- (a) In addition to the period of notice prescribed for ordinary termination in clause 3.5.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 3.6.1 shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	Nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7

More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	10
More than 6 years but not more than 7 years	12
More than 7 years but not more than 8 years	14
More than 8 years but not more than 9 years	16
More than 9 years but not more than 10 years	18
More than 10 years	20

(b) "Weeks' Pay" means the ordinary rate of pay for the employee concerned.

3.6.6. Employee leaving during notice

An employee whose employment is terminated for reasons set out in clause 3.6.1, may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice: Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

3.6.7. Alternative employment

The employer, in a particular case, may make application to the Commission to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

Acceptable alternative employment will take into consideration the following elements of the alternative position;

- the work being of a like nature;
- the location being not unreasonably distant; and
- the pay arrangements must be equal or better

Each case will be different and consideration will be made on an individual basis.

3.6.8. Employees with less than one year's service

Clause 3.6 shall not apply to employees with less than one year's continuous service.

3.6.9. Employees exempted

Clause 3.6 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to employees engaged for a specific period or task(s); or
- (c) to casual employees.

PART 4 - WAGES AND WAGE RELATED MATTERS

4.1. Classification Structure

4.1.1. The Classification Structure is attached at Schedule 2.

4.2. Appointment to Classification Levels and Movement within Classifications.

4.2.1. All positions at each workplace will be assigned to a classification level based on the comparability of the requirements for a particular job as established by the employer

within each work level standard. Appointment of new members of staff to Classification Levels and pay point levels is at the discretion of management. The hospital determines the structure of the department and the positions required.

- 4.2.2. Disputes in relation to assignments to a level shall be determined in accordance with the dispute resolution procedure contained in this Agreement.
- 4.2.3. Movement within a classification level, for example — movement from one Allied Health Level (AHL) to the next higher level within classification [example AHL 2/2 to AHL 2/3] shall only be made to any employee when:
 - (a) In the case of a full time employee such employee has received such salary for a period of twelve months.
 - (b) In case of a part time or casual employee such employee has completed 1750 hours of work, provided at least 12 months has been worked at the employee's current pay point prior to progression.
- 4.2.4. Movement beyond classification AHL2 to AHL3 shall only be made to any employee when:
 - (a) In the case of a full time employee such employee has been classified at AHL2/4 for a period of twelve months, or
 - (b) In case of a part time or casual employee such employee has completed 1750 hours of work at AHL2/4, provided at least 12 months has been worked at the employee's current pay point prior to progression, and
 - (c) An assessment of the employee's performance by the manager demonstrates they are professionally and technically able to meet the AHL3 work level standard
- 4.2.5. Movement beyond classification AHL3 to AHL4 and so forth may be by one of two methods:
 - (a) Appointment to an advertised vacancy;
 - (b) Advancement by application having met the Movement Criteria at Schedule 3.
- 4.2.6. Evaluation of the application for progression to AHL4 and AHL5 classification level will be made by a panel comprising at least two of the following:
 - (a) the Allied Health Manager and / or GMDCS or delegate;
 - (b) the Director of Clinical Services;
 - (c) Assistant Director of Clinical Services;
 - (d) a member of the Human Resource department; and
 - (e) a senior health professional relevant to the discipline.
- 4.2.7. An employee appointed to a position at a higher Classification Level should be appointed to pay point one, of that higher Classification Level. In the event that an application for progression to a higher Classification Level is rejected by the panel clear written feedback must be provided.
- 4.2.8. Should the applicant wish to reapply for re classification this can occur at a minimum of six months following the date of initial application submission.
- 4.2.9. Guidance in their submission of an application will be made available by the panel if sought by the applicant.

4.3. Wages

- 4.3.1. Wages shall be in accordance with Schedule 1 of this Agreement. For the operative period of this Agreement, increases shall be payable at the first pay period commencing on or after the increase date as per Schedule 1. For clarity, this obligation includes a backpayment of the wages and allowances in Schedule 1 for the July 2022 and July 2023 increases.
- 4.3.2. The Employer will increase the Pastoral Care wage rates by up to 10% on FFPPOA July 2023. This is the first step in transitioning the Pastoral Care wage rates towards the AH Level wage rates. The Employer is committed to completing this transitioning process and having the Pastoral Care classifications paid on the AH Levels and will continue this process in subsequent enterprise agreements.

4.4. Experience to Count

- 4.4.1. For the purpose of determining the appropriate classification an employee shall be given credit for all previous continuous comparable service in the same discipline:

Provided that such previous service is recognised as ordinary hours worked rather than a calendar period.

- 4.4.2. The onus of proof of previous experience shall be on the employee. Proof must be submitted by way of authorised Records of Service provided by previous employer/s or statutory declaration. Subject to proof of previous experience being provided within 4 weeks, the Employer will adjust previous payments back to the date of commencement.

Any employee unable to provide proof of previous experience within 4 weeks of engagement, will be paid at the appropriate rate of pay for the first year of service or the year to which proof of experience is provided for the class of employee so appointed. Wages shall continue at this rate of pay until proof of previous experience is provided to the employer or until such time as service has been accumulated to warrant payment at a higher rate. Where proof of previous experience is not provided within 4 weeks of engagement, wages will continue to be paid at that rate of pay until such time as further proof of previous experience is provided to the employer and only then will the higher rate become payable from the date supplied.

The employee may seek co-operation of an Employee representative to assist in obtaining or establishing such proof of previous experience still outstanding.

- 4.4.3. On termination of employment, by employee request, the Employer will provide a certificate signed and dated by the Employer which sets out the duration of employment at that facility, capacity of employment, and the total hours worked.

4.5. Payment of Wages

- 4.5.1. Payment of wages shall be made by Electronic Funds Transfer fortnightly.
- 4.5.2. In case of dismissal of an employee or leaving the service of the employer after having given the prescribed notice, the employee shall be paid all wages due within 7 days after the employment ceases or the next pay run, whichever is earlier.
- 4.5.3. If a public holiday falls on the normal payroll processing day, payment of wages may be delayed.

4.6. Superannuation

4.6.1. For the purpose of the employee enjoying a higher contribution to his or her Occupational Superannuation Fund, the employer and an employee may agree at the written request of the employee that the employee will sacrifice part of their wages due under this Agreement, provided that such sacrificed part of their wages is paid by the employer to the credit of the employee in an agreed complying Fund.

4.6.2. Superannuation Contribution

- (a) The employer shall make superannuation guarantee contributions in accordance with the Superannuation Guarantee (Administration) Act 1992, of the employee's ordinary time earnings to a fund of the employee's choice provided the fund meets the legislative requirements.
- (b) Where the employee elects a superannuation fund of their choice, they are required to provide the Human Resources Department with a Certificate of Compliance for the fund and evidence that the fund will accept contributions from the employer.
- (c) If the employee does not nominate a fund, or provide appropriate documentation within fourteen (14) days of their commencement the employer shall make contributions to HESTA as the default Fund or another fund as required by superannuation laws (for example in relation to stapled funds). The default Fund offers a MySuper product.
- (d) Contributions on behalf of each eligible employee shall apply from the date of the employee's commencement of employment with the employer notwithstanding the date the membership application was forwarded to the Fund. Such contributions will be made at least monthly.
- (e) The fund and the amount of contributions paid in accordance with this clause shall be included in pay advice notices provided by the employer to each employee.
- (f) Provision for workers to make superannuation contributions to the Fund
 - (i) An employee may contribute to the Fund in addition to those made by the employer.
 - (ii) An employee who wishes to make additional contributions must authorise the employer in writing to pay into the Fund, from the employee's wages, a specified amount in accordance with the Fund trust deed and rules.

Where the employer receives written authorisation from the employee, it must commence making payments into the Fund on behalf of the employee within 14 days of receipt of the authorisation.

An employee may vary his or her additional contributions by a written authorisation and the employer must alter the additional contributions within 14 days of the receipt of the authorisation.

Additional employee contributions to the fund requested under this subclause shall be expressed in whole dollars unless otherwise agreed.

4.7. Salary Packaging

4.7.1. Where the tax law of the time allows salary packaging with nil cost to the employer, the employer is committed to providing salary packaging to provide a tax-free benefit to increase net pay to all permanent employees except casual employees.

- 4.7.2. The amount that employees can package per FBT year varies between facilities and this amount is determined by the Australian Taxation Office.
- 4.7.3. This policy is subject to Australian Taxation Office law as it relates to Fringe Benefits Tax.
- 4.7.4. The employer reserves the right to cancel this salary packaging arrangement at any time with one month's notice should legislative changes result in costs being borne by the Facilities. Notice of changes will be provided to employees in a timely manner.
- 4.7.5. The employer reserves the right to choose the most appropriate salary packaging provider and so the provider may change at any time.
- 4.7.6. FBT liability will always be borne by the employee. If a liability is incurred it must be refunded to the employing company.
- 4.7.7. The types of benefits that can be packaged are described in the information compiled by the salary packaging provider. Generally, employees are not to receive a cash benefit from packaging arrangements; rather, packaging must be used to reduce a debt or to pay nominated expenses
- 4.7.8. Payments deducted for salary packaging each fortnight are remitted to the nominated salary packaging provider the same day for disbursement to nominated accounts or payees.
- 4.7.9. The number of times you can change your packaging arrangements is determined by the nominated salary packaging provider.
- 4.7.10. Statements will be sent to employees from the external provider detailing any account balance. The account must have a nil balance at the end of the FBT year. Any balances at this time will be paid to the employee and taxed at their marginal rate. The account can never be overdrawn.
- 4.7.11. Payments made through salary packaging must be substantiated and these records should be kept for 5 years. The nominated salary packaging provider has a right to inspect and copy the records that substantiate the amounts employees have packaged.
- 4.7.12. Access to packaging is voluntary and any individual may withdraw with one month's notice. Superannuation is calculated on the gross pay prior to salary packaging deductions being made.
- 4.7.13. Superannuation
 - (a) Superannuation can be deducted pre- tax with no FBT liability and as such does not have to form part of any salary packaging arrangements. Limits on pre-tax and post- tax superannuation contributions will be as per the ATO (and any other relevant legislative) rules.
 - (b) The taxable income on your payment summary (Group Certificate) will not include the salary- packaged amounts. The total will, however, be used for the following income tests: - Medicare levy surcharge, Deduction for personal superannuation contributions, Super Co- contributions, Tax offset for eligible spouse superannuation contributions, Mature age work tax offset, Higher Education Contribution Scheme (HECS) and Higher Education Loan Programme (HELP) repayments, Child support obligations Entitlement to certain income tested government benefits.
 - (c) It is strongly recommended that any individual undertake financial advice prior to commencing salary packaging. The employer will not be liable for any negative impact on personal financial circumstances as a result of salary packaging.

- (d) Slight variations in procedure where described above may occur in the event that there is a change to the salary packaging provider. These changes will be communicated to employees as soon as practically possible.
- (e) Employees wishing to enter into salary packaging should contact their facility Human Resources department.

4.8. Allowances

4.8.1. Qualification allowance

- (a) An employee other than a casual employee may be eligible to receive the following qualifications allowance on the employee's ordinary rate of pay, subject to satisfaction of the criteria set out in this clause. Please note these qualifications do not cover base line qualifications leading to registration to practice, or required to practice in the relevant discipline.

Graduate Certificate, Post Graduate Diploma or Degree (other than a professional stream undergraduate degree) - allowance payable 2% of the ordinary rate of pay; and Masters or Doctorate - allowance payable 3% of the ordinary rate of pay.

The allowance is available for all staff covered under this agreement who hold relevant qualifications.

- (b) The allowance is payable to an employee who holds a postgraduate qualification from a course which is of at least one year's (or two academic semesters) duration as approved by the employer.
- (c) The allowance is only payable to the employee while they undertake duties that are directly relevant to the prescribed qualification.
- (d) Where an employee holds two or more relevant qualifications, the allowance is only payable in respect of one qualification. If the employee holds one qualification of a higher level, that qualification will only be paid to the exclusion of the lower qualification.
- (e) Employees who believe they may be eligible for payment of a qualification allowance shall make application to the appropriate Manager. Applicants shall be required to provide appropriate supporting documentation attesting to their qualifications. The relevant Manager will determine eligibility. In determining eligibility for the qualifications allowance, the Manager may also consider qualifications that do not meet the criteria of subclause (a) or (b).
- (f) A qualification allowance in this clause is not payable until:
 - (i) the employee has provided evidence of the employee's qualification to the Employer; and
 - (ii) the evidence has been accepted by the Employer as being of direct relevance to the employee's current position.

Where the evidence is accepted by the Employer, payment of the qualification allowance shall be made on and from the date that evidence is provided by the employee to the Employer.

- (g) Any disputes arising from this process shall be dealt with in accordance with Clause 2.2.

4.8.2. Higher Duties

An Employee who is required by the Employer to assume / perform the duties of another employee (Absent Employee) on a higher classification who is absent for five days or more will be paid for the period for which they assumed such duties not less than the minimum rate prescribed for the classification applying to the Absent Employee, even where the period the Employee is required to assume the duties of the Absent Employee is less than five days..

4.8.3. Vehicle Allowance

An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance in accordance with the Australian Taxation Office (ATO) rates as amended from time to time.

PART 5 - HOURS OF WORK AND BREAKS

5.1. Hours of Work

- 5.1.1. Subject to the exceptions hereinafter provided, the ordinary hours of work for full-time employees shall be an average of 38 per week in a work cycle of up to 4 weeks.
- 5.1.2. Subject to clause 5.1.3, the span of ordinary hours of work for a day worker are Monday to Friday 7.00am to 7.00pm. Where the ordinary rostered hours of work of an employee finish between 7.00 pm and 7.00 am or commence between 7.00 pm and 7.00 am, Monday to Friday, the employee will be paid an additional 15% of their ordinary hourly rate of pay. This shift penalty of 15% will be paid for the entire shift and does not apply on a Saturday or Sunday or public holiday.
- 5.1.3. For employees employed under the Pastoral Care classification stream, clause 5.1.2 will apply with a span of day worker hours of Monday to Friday 6am to 6pm, with the shift penalty rate applying for ordinary hours worked outside this span.
- 5.1.4. Saturday and Sunday work
 - (a) For all ordinary hours worked between midnight Friday and midnight Saturday, an employee will be paid their ordinary hourly rate and an additional 50% loading.
 - (b) For all ordinary hours worked between midnight Saturday and midnight Sunday, an employee will be paid their ordinary hourly rate and an additional 100% loading
Note: The loading of 100% for Sunday work will apply from the first full pay period on / after the date of operation of this Agreement.
 - (c) A casual employee who works on a Saturday or Sunday will be paid the applicable loading for all time worked in addition to the casual loading of 25% (eg 75% for Saturday work).
- 5.1.5. The ordinary daily hours of work prescribed herein shall be worked continuously, except for meal breaks and rest pauses.
- 5.1.6. Where necessary, employees shall commence their ordinary hours and breaks at different times to ensure continuity of service to the employer's clients.
- 5.1.7. Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise available working time. Preparation for work and cleaning up of the employee's person shall be in the employee's time.

- 5.1.8. The ordinary hours of work, excluding the meal breaks, shall not exceed 10 hours per day: Provided that where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees in the work unit concerned and recorded in a roster.

5.2. Full time hours of work

- 5.2.1. The 38-hour week will be worked in one of the following ways, most suitable to each location, after consultation with, and giving reasonable consideration to the wishes of the employees concerned:
- (a) By employees working less than 8 ordinary hours each day; or
 - (b) By employees working less than 8 ordinary hours on one or more days each work cycle; or
 - (c) By fixing one or more work days on which all employees will be off during a particular work cycle; or
 - (d) By rostering employees off on various days of the week during a particular work cycle, so that each employee has one workday off during that cycle.
- 5.2.2. Subject to the provisions of clause 5.1.8, employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one workday to be taken off during a particular work cycle.
- 5.2.3. An employee to whom this clause applies is entitled to 2 full days off each week. Provided that in lieu of 2 whole days off each week, an employee may be allowed in each fortnightly period, either one day off in one week and 3 consecutive days off in the other week, or 4 consecutive days off, or other such configuration as mutually agreed.
- 5.2.4. Despite any other provision in clause 5.2, where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the majority of employees concerned may agree to accrue up to a maximum of 5 rostered days off. Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.
- 5.2.5. When the ordinary work cycle provides for a rostered day off, the rostered day off shall not fall on a public holiday, but shall be on the ordinary working day immediately before or immediately after the public holiday, or deferred.
- 5.2.6. Different methods of working of a 38-hour week may apply to individual employees, groups or sections of employees in each location concerned.

5.3. Overtime

- 5.3.1. Except as hereinafter provided, all work in excess of the ordinary working hours on any day or shift as prescribed in Clause 5.1.8 or for any time worked in excess of 76 hours per fortnight shall be paid for at the rate of time-and-a-half for the first 2 hours and at the rate of double time for all work so performed in excess of 2 hours on any one day. Double time shall be paid for all overtime work done on a Sunday and double time and a half for overtime work done on a public holiday. Such payments shall be in addition to the actual or ordinary weekly salary paid to each employee.
- 5.3.2. A casual employee will be entitled to overtime for all time worked in excess of 10 hours per shift or 76 hours per fortnight and shall be paid at the following penalty rates on the casual hourly rate:

- (a) Monday to Saturday – time and a half for the first 2 hours and double time thereafter
- (b) Sunday – double time; and
- (c) Public Holidays – double time and a half.

5.3.3. Alternate compensation (time off in lieu)

Subject to mutual agreement between the employer and the employee, an employee may be compensated for working overtime in lieu of payment by being allowed time off at the following rate:

- (a) the first 2 hours of overtime in any one week may be taken at the rate of time worked for time taken.
- (b) any period in excess of 2 hours overtime in any one week may be taken off at a rate equivalent to the prescribed overtime penalty.
- (c) should overtime in excess of 2 hours be consecutively worked on any one engagement, such excess overtime shall be taken or paid at the rate of double time:

Provided that time off in lieu shall not apply to overtime worked on Sundays or during meal breaks.

Provided further that an employee shall be required to clear accumulated time off in lieu within 3 months of the overtime being performed. If the employer is unable to release the employee accordingly, or on request by the employee at any time or on termination of employment for any reason, the employee shall be paid for the overtime worked at the appropriate overtime rate.

5.3.4. Rest period after overtime

- (a) An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of ordinary work on the next day that they have not had at least 10 consecutive hours off duty will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during this absence
- (b) If, on the instructions of the employer, the employee resumes or continues work without having had 10 hours of duty, the employee will be paid at the rate of double time until they are released from duty for such a period. The employee is then entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

5.4. Meal Breaks

All employees are entitled to meal breaks as follows:

- 5.4.1. Employees who work a minimum of 6 continuous ordinary hours in any work period may take an unpaid meal break of up to 1 hour but not less than 30 minutes.
- 5.4.2. The taking of such a meal break is not to interfere with or jeopardise the operations of the employer or the welfare of its clients.
- 5.4.3. If an employee is directed or authorised by their manager to attend to duty during their meal break, they will be paid double time for such time worked during their meal break.

5.5. Rest Pauses

- 5.5.1. Any employee who works at least 7.6 hours in any one work period shall be entitled to two paid 10 minute rest pauses in the employee's rostered shift.

An employee who works at least 4 ordinary hours shall be entitled to a paid 10 minute rest pause during their period of work.

Such rest pauses shall be taken at such times as will not interfere with the continuity of work when continuity is necessary.

- 5.5.2. Alternatively, the 2 rest pauses may be combined into one 20 minute rest pause to be taken in the first part of the ordinary work period, with such 20 minute rest pause and the meal break arranged in such a way that the ordinary working period is broken up into 3 approximately equal work periods.
- 5.5.3. The taking of rest pauses as stipulated on 5.5.1 or 5.5.2 is not to interfere with or jeopardise the operations of the employer or the welfare of its clients.

5.6. On-Call

- 5.6.1. An employee required to participate in on-call duties outside rostered ordinary hours will be paid in accordance with Schedule 1.
- 5.6.2. An employee required to be available for work outside of their rostered ordinary hours of work and is subsequently called back to work will be paid for a minimum of 3 hours' work at the overtime rate. The time spent travelling to and from the place of duty shall be deemed to be time worked.
- 5.6.3. It is a condition precedent to the payment of this allowance that employees must remain in a fit and proper physical and mental condition in order to perform work in the event they are recalled to work when on call, and that they are contactable at all times, and in reasonable proximity to where they would be recalled to work.

PART 6 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

6.1. Annual Leave

- 6.1.1. Every full-time employee covered by this Agreement, shall be entitled to paid annual leave as set out below.

- 6.1.2. The accrual rate for annual leave shall be as follows:

- (a) For non-shift workers - 4 weeks annual leave per annum.
- (b) For 'shift workers' - 5 weeks annual leave per annum. For the purposes of this clause, a shift worker is defined at clause 1.5.8.

An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

- 6.1.3. Calculation of Annual Leave Pay - all employees

In respect of annual leave, the employer shall pay to the employee an amount not less than the employee's ordinary rate of pay as prescribed in Attachment 1 of the Agreement for the period of annual leave.

- 6.1.4. Annual leave loading of 17.5% will be paid to the employee for the hours taken as paid annual leave, or in the case of a shift worker 17.5% or the penalty rates (whichever is the

greater) that they would have been paid if they had worked during this time but not both.

- 6.1.5. Employee's must apply for annual leave using the approved organisational procedure and should be given to the employer at least four (4) weeks prior to the requested commencement of such leave.
- 6.1.6. The Employer may completely or partially close certain departments/units during periods of low activity, such as Christmas/New Year. In the event that this occurs, the employer shall seek to redeploy the employee to another department/unit. If redeployment is not practicable, the employee shall be advised by the employer of the closure as soon as practicable. In these circumstances, the employee will be debited the amount of leave equivalent to that period or granted unpaid leave if the employee has insufficient accrued annual leave.
- 6.1.7. The payment of annual leave is exclusive of eligible public holidays as prescribed in clause 6.2.1.
- 6.1.8. Payment in lieu of an amount of annual leave:
 - (a) Upon receipt of a written request by an Employee, the Employer may authorise the Employee to receive pay in lieu of an amount of annual leave.
 - (i) Paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
 - (ii) Where an Employee forgoes an entitlement to take an amount of annual leave, the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.
 - (iii) Where an Employee forgoes an entitlement to take an amount of annual leave, the Employer will give the Employee the amount of pay that the Employee is entitled to receive in lieu of the amount of annual leave.
 - (iv) The employer will give consideration to ensuring the Employee has had adequate annual leave in the preceding 12 months prior to approval of such request.
- 6.1.9. Upon termination of employment the employee must be paid the full amount that would have been payable to the employee had the employee taken the leave.

6.2. Public holidays

- 6.2.1. All work completed by an employee on;
 - (a) New Year's Day;
 - (b) Australia Day;
 - (c) Good Friday;
 - (d) Easter Saturday (the day after Good Friday);
 - (e) Easter Monday;
 - (f) Labour Day;
 - (g) Show Day (shall be a day in a district specified from time to time by the Minister by notification published in the Gazette of the day appointed under the Holidays Act 1983 to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town as specified in such notification for such district);

- (h) Anzac Day;
- (i) The Birthday of the Sovereign;
- (j) part day Christmas Eve;
- (k) Christmas Day;
- (l) Boxing Day; or
- (m) any day appointed under the *Holidays Act 1983* for the State of Queensland, to be kept in place of any such holiday will be paid for at the rate of double time and a-half with a minimum payment of 4 hours.

6.2.2. All work done by employees in a district specified from time to time by the Minister by notification published in the *Industrial Gazette* on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural, or industrial show held at the principal city or town, as specified in such notification of such district shall be paid for at the rate of double time and a-half with a minimum payment of 4 hours.

Provided that where no work is performed the employee is entitled such ordinary payment if they ordinarily work on such a calendar day.

6.2.3. For the purposes of this provision, where the rate of wages is a weekly rate "double time and a-half" means one and a-half day's wages in addition to the prescribed weekly rate, or pro rata if there is more or less than a day. A casual employee will be paid at the rate of 275% for any public holiday work, inclusive of the casual loading.

6.2.4. Where the Employer shuts down the business, or part of the business, and directs the employee to take annual leave for this period, the employee is entitled to payment at the ordinary rate payable to that employee for any public holidays that falls within that time if the holiday falls on a day the employee would otherwise have been rostered to work.

6.2.5. Where possible the Employer will give at least 14 clear days' notice to any employee who may be required to work on a public holiday.

6.2.6. By agreement between an individual employee and the employer a public holiday may be substituted for another day, for example a day that has more cultural significance.

Provided that, where an employee is subsequently required to work on such substituted day, the employee shall be paid the rate applicable for the holiday that has been substituted.

6.2.7. Should any of the holidays mentioned in clause 6.2.1 and 6.2.2 fall on an employee's ADO, by mutual agreement between the employer and the employee, the employee may receive another full day off in lieu thereof or one full day may be added to such employee's annual leave, or alternatively, one full day's wage at ordinary rates may be paid in addition to the weekly wage.

6.2.8. Any overtime performed on any holiday mentioned in clause 6.2.1 or in accordance with clause 6.2.6 shall be paid at the rate of double time and a-half.

6.2.9. Given the nature of the Employer's enterprise employees may be required to work public holidays to meet operational requirements. Should the employee have reasonable grounds for refusing to work a public holiday such notice must be provided to the Employer at least fourteen (14) days prior to the public holiday. If the employee's refusal to work on a public holiday is not reasonable, the Employer may required the employee to work on the public holiday.

6.3. Personal / Carer's leave

6.3.1. Entitlement

- (a) Paid personal / carer's leave will be available to an employee, other than a casual employee, when they are absent:
 - (i) due to personal illness or injury; or
 - (ii) for the purposes of providing care or support to an immediate family or household member who requires care or support because of a personal illness, or injury, of the member; or who requires care or support due to an unexpected emergency.

6.3.2. Accumulation

- (a) Personal / Carer's leave of 10 days per year accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- (b) Part-time employees accrue such leave on a pro rata basis.
- (c) Personal / Carer's leave may be taken for part of a day or shift.
- (d) Where an employee has exhausted their entitlement to paid Carer's leave they may take up to 2 days unpaid Carer's leave for each permissible occasion.

6.3.3. Employee must give notice

The payment of Personal/Carer's leave is subject to the employee promptly advising the employer as early as practicable of the employee's absence and its expected duration.

6.3.4. Evidence supporting a claim

- (a) When the employee:
 - (i) is absent for any period more than 2 days; or
 - (ii) where the employee's absence is single day that is adjacent to a weekend, public holiday or leave period and the employee has been notified of an absence management program around the employee's pattern of absences; the employer may request documentary evidence from a Registered Health Practitioner, or other acceptable evidence, that the leave taken is for the stated purpose and the period or expected period of leave.
- (b) Documentary evidence from a Registered Health Practitioner employed by the employer shall not be accepted unless otherwise agreed by the employer.

6.3.5. Where in the employer's view it is considered that an excessively high level of personal leave has been taken by an employee, the employer reserves the right to seek a medical opinion on the employee's state of health. In these circumstances the employer will require the employee to attend an appointment with a doctor of the employer's choosing, and at their expense, to obtain a medical report on the employee's state of health to ensure the employee is fit to fulfil the terms of their engagement.

6.3.6. Should the employee suffer a workplace injury the employer may also require the employee to attend a doctor of the employer's choosing at their expense, to obtain a medical report on the employee's ability to fulfil the terms of their engagement.

6.3.7. Personal / carer's leave to attend appointments

- (a) An Employee may access their accrued paid personal/carers leave to attend a registered health practitioner for an appointment if:

- (i) such appointments cannot be reasonably obtained outside the ordinary rostered shift of the Employee;
 - (ii) the Employee provides satisfactory evidence of attendance at such appointment; and
 - (iii) the Employer approves the appointment prior to the Employee accessing the leave.
- (b) Such appointments should be scheduled to minimise the disruption to work, for example by scheduling the appointment at the start / end of the day. For the avoidance of doubt, the personal leave will only cover the duration of the appointment and reasonable travelling time. Paid personal / carer's leave under this sub-clause can only be accessed to a limit of 3 days per year (with a day being referable to an employee's average daily ordinary hours - for example where an employee works 18 hours across 3 days, their average daily ordinary hours are 6 and the entitlement under this sub-clause is to 18 hours per year for such appointments where the requirements of the clause are met).
- (c) The Employer will not unreasonably refuse a request.

6.4. Long Service Leave

- 6.4.1. Upon completion of ten (10) years continuous service with the employer, employees shall be entitled to thirteen (13) weeks long service leave with pay. Any leave taken and paid for under this arrangement shall be deducted from the entitlement that would otherwise have accrued under the Industrial Relations Act 2016. The date of effect for this provision shall be 3 January 1996.
- 6.4.2. Cash equivalent on ceasing employment normally occurs at or after 10 calendar years continuous service. However, payment can be made for lesser periods of continuous service in the following circumstances:
- (a) Upon redundancy – 2 years continuous service;
 - (b) Resignation/retirement due to ill health or injury – 5 years continuous service;
 - (c) Upon death – 5 years continuous service.

The employee must make application for pro-rata entitlement in regard to 6.4.2(b) and is required to provide evidence of the requirement to resign due to the circumstance of ill health or injury to the satisfaction of the employer.

- 6.4.3. Employees will be entitled to pro-rata Long Service Leave after 7 years continuous service and the cash equivalent on termination after 10 years' service at the rate of 1.3 weeks for each completed year of service.

6.5. Parental Leave

6.5.1. Parental Leave is as per the Act.

6.5.2. Paid Parental Leave

- (a) Employees with at least 12 months continuous service with the Employer and who will be the primary care giver at the birth / adoption of the child shall be entitled to twelve (12) weeks paid leave and up to forty (40) weeks unpaid leave.

- (b) The twelve (12) weeks paid leave shall be paid to the employee at the commencement of such leave or as agreed with the Pay Office. The employees shall be entitled to payment at the ordinary rate of pay applicable immediately prior to commencing such leave at the average number of ordinary hours they worked per week in the twelve (12) months preceding the commencement of such leave.
- (c) By way of example, an employee was full-time for the first 12 weeks of the period prior to commencing leave and worked differing ordinary hours each week (total hours for the period being 456). The employee then accepted part-time employment and retained such status until commencing parental leave (total hours being 1120). The employee is therefore entitled twelve (12) weeks payment of 30.31 hour per week at the hourly rate applicable immediately prior to commencing such leave.
- (d) In the case of an employee who has reduced their number of ordinary working hours upon written advice of a recognised medical practitioner, they shall be paid in accordance with the calculating period of twelve (12) months prior to this reduction occurring for the purposes of paid parental leave.
- (e) Paid parental leave provided under this clause 6.5 will attract superannuation contributions.

6.5.3. An employee who is not the primary care giver at the birth / adoption of the child will be eligible to access paid partner leave under this Agreement. Partner Leave under this Agreement is a single unbroken period of paid leave of up to two weeks taken concurrently with their partner starting on the day the partner gives birth or the child is adopted. However, where it is the employee's preference, the paid partner leave can commence at a later date by prior nomination in writing (with at least 10 weeks' notice) by the employee.

Payment under this clause to part-time employees will be paid pro-rata based upon their average ordinary time hours in the month preceding the commencement of Paternity Leave.

- 6.5.4. Adoption leave can include up to a period of 52 weeks (paid in accordance with 6.5.2 and unpaid) taken from the time the child (is or will be under 16 years as at the day of placement or expected date of placement) is placed with the employee.
- 6.5.5. All these forms of leave require 12 months continuous service prior to the leave commencing. Long-term casual employees may also be entitled to unpaid leave.
- 6.5.6. During an absence on unpaid leave the employer is permitted for instance to employ a "replacement employee" whose position is temporary subject to the absent employee returning from Parental Leave.

6.6. Compassionate Leave

- 6.6.1. An employee is entitled to 2 days of compassionate leave for each occasion (a permissible *occasion*) when a member of the employee's immediate family or a member of the employee's household:
 - (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (b) sustains a personal injury that poses a serious threat to his or her life; or
 - (c) dies.

6.6.2. The entitlement to compassionate leave also applies when:

- (a) a child is stillborn, 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
 - (b) the employee, or the employee's spouse or de facto partner, has a miscarriage.
- 6.6.3. An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
- (a) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in subclause 6.6.1; or
 - (b) after the death of the member of the employee's immediate family or household referred to in subclause 6.6.1 or the stillbirth of the child referred to in sub-clause 6.6.2(a); or
 - (c) after the employee, or the employee's spouse or de facto spouse, has the miscarriage referred to in sub-clause 6.6.2(b).
- 6.6.4. An employee may take compassionate leave for a particular permissible occasion as a single continuous 2 day period; or 2 separate periods of 1 day each; or any separate periods to which the employee and the employer agree.
- 6.6.5. If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- 6.6.6. If, in accordance with this Clause, an employee, other than a casual employee, takes a period of compassionate leave, the employer must pay the employee at the employee's ordinary rate of pay for the employee's ordinary hours of work in the period. For casual employees, compassionate leave is unpaid leave.
- 6.6.7. The employee, if required by the employer, shall supply relevant evidence of the requirement for such leave. Such evidence may include a requirement to supply a medical certificate.
- 6.6.8. Other leave
- An employee may apply for other forms of paid or unpaid leave when they have accessed compassionate leave and further leave is required.

6.7. Purchased Leave

- 6.7.1. Purchased leave is where employees have planned absences up to 4 weeks of leave which is funded by salary deductions spread evenly over the year. This allows employees to continue to receive pay during such leave.
- 6.7.2. Purchased leave must be utilised within the twelve months in which it is purchased.
- 6.7.3. Purchased leave counts as service for all purposes.
- 6.7.4. Applications for purchased leave must be made by a date nominated by the Employer.
- 6.7.5. The Employer's approval of purchased leave will be based on the operational requirements of the Employer, having regard to the personal needs and family responsibilities of staff.
- 6.7.6. Where an employee leaves the Employer during a year in which purchased leave has been approved, final payment will be adjusted to take account of deductions not yet made

and leave not taken.

6.7.7. Annual leave loading is not payable on purchased leave.

6.8. Flexible working arrangements under the NES

6.8.1. The NES provides particular employees with an entitlement to make a flexible working request. A flexible work request includes a request by an Employee to return to work following a period of Parental Leave on a part-time basis until the child reaches school age.

6.8.2. In accordance with the NES, the employer will provide the employee with a written response to the request for a flexible working arrangement within 21 days, stating whether the employer grants or refuses the request. The Employer is only able to refuse a request for a flexible working arrangement in circumstances where the Employer has:

- (a) discussed the request with the Employee;
- (b) genuinely tried to reach an agreement with the Employee about making changes to the Employee's working arrangements to accommodate the Employee's circumstances that have given rise to the request, but no such agreement has been reached;
- (c) considered the consequences of their refusal on the Employee;
- (d) refused the request on reasonable business grounds; and
- (e) in the written response to the Employee:
 - (i) included details of the reasons for the refusal;
 - (ii) explained the particular business grounds for refusing the request and how they apply to the Employee's request;
 - (iii) set out alternative changes (if any) to the Employee's working arrangements that the Employer is willing to make to accommodate the Employee's circumstances that have given rise to the request, or state that there are not such changes; and
 - (iv) explained that, in accordance with sections 65B and 65C of the Act, where there is dispute in relation to the Employer's refusal of the flexible work request, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the parties and if the dispute remains unresolved then it may be referred to the FWC for resolution, which may be by arbitration.

6.9. Domestic and Family Violence Leave

6.9.1 In accordance with the NES, the Employer provides employees with access to 10 days paid family and domestic violence leave. It is provided on the following basis:

- (a) payment is based upon the number of ordinary hours that would have been worked on the day taken as family and domestic violence leave, or otherwise in accordance with the NES;
- (b) family and domestic violence leave is paid at the employee's full rate of pay;
- (c) the leave is available in full at the start of each 12 month period of the employee's employment;
- (d) the leave does not accumulate from year to year; and
- (e) the leave is available to full time, part-time and casual employees.

PART 7 - MISCELLANEOUS

7.1. Uniforms

- 7.1.1. The Employer shall supply uniforms of a type of design considered most suitable. Upon commencement or on issuing new uniforms to all full time staff an employee will be provided with at least 3 tops, 2 bottoms & 1 knit item and for the next 2 years the employee will receive another 1 top & 1 bottom. Further uniforms will be supplied on a fair wear and tear basis. All such uniforms shall be laundered by the employee at their expense. As uniforms are provided no allowance is provided for the provision of same.
- 7.1.2. Where the Employer does not supply uniforms, the employee shall be entitled to a uniform allowance of \$159 per annum that shall be paid on a pro-rata basis each fortnight in accordance with ordinary hours.
- 7.1.3. Upon termination of employment the uniforms shall be returned to the Hospital.
- 7.1.4. The employer will also ensure an umbrella and raincoat is supplied in each work vehicle.

7.2. License / Registration

- 7.2.1. The employee must hold and retain all necessary licences and/or registration required to fulfil their terms of engagement.
- 7.2.2. Where relevant licences and/or registrations are revoked and the employee is unable to fulfil the terms of their engagement employment may be suspended without pay or terminated.
- 7.2.3. The employee is required to provide proof of current registration to the relevant authority annually or as required.

7.3. Workload management strategies

- 7.3.1. The parties to this Agreement acknowledge that staff and management in the hospital have a responsibility to maintain a balanced workload and recognise the adverse effect that excessive or insufficient workloads may have. Such effects can include increased overtime including unpaid overtime, decreased paid time for office and administrative work, decreased paid time for down time and peer support, decreased client contact time, increased pressure to take on additional tasks and responsibilities. In addition, the parties to this agreement acknowledge that all staff and management have a duty to pursue appropriate strategies and work practices in order to identify and eliminate unnecessary tasks.
- 7.3.2. The parties agree that employees and management should have access to a number of avenues to ensure that as changes or new processes are adopted, consideration will be given to achieving a balanced workload for staff.
- 7.3.3. Employees and management are encouraged to utilise the following avenues for raising workload issues:-
 - (a) consult a supervisor or manager;
 - (b) raise issues at staff meetings;
 - (c) consult the relevant Director.
- 7.3.4. If the issue is perceived not to have been satisfactorily addressed, it may be referred to the Local Consultative Committee (the "LCC") by any person or party.

- 7.3.5. The LCC shall accept unresolved workload management issues in writing and will address those issues so far as they impact upon workloads.
- 7.3.6. The LCC shall immediately acknowledge receipt, inform the party of the date the meeting will address the issue and shall endeavour to process issues expeditiously and to provide feedback within four weeks of receipt of the submission.
- 7.3.7. The confidentiality of employees who make submissions to the LCC shall be respected.
- 7.3.8. Employees shall be entitled to make anonymous submissions to the LCC either as individuals or as a group through their employee representatives. Such submissions shall contain sufficient particularity so that the Employer can comprehensively address and resolve the issues contained therein.
- 7.3.9. If an employee is not satisfied with the outcome of a workload issue, they may follow the dispute resolution procedure at clause 2.2.

7.4. Local Consultative Committee and Union Encouragement

The parties will establish a consultative committee as per the Terms of Reference of the committee. This committee will be there for Union organisers, Management, Union representatives and staff representatives.

A key objective of the LCC – Allied Health is to achieve a more co-operative workplace culture. The Employer will provide resources and training as reasonably required to enable the LCC – Allied Health members to carry out their responsibilities as set out in this Agreement.

7.4.1. Notice board

The Employer will make available a Notice Board in the work location accessible to employees, for the purpose of the Union representatives posting information signed by the Union Secretary relating to relevant workplace matters.

7.4.2. Union Encouragement

- (a) The employer recognises the right of employees to join and be represented by a union with appropriate constitutional coverage.
- (b) Union representative(s) will be provided with the opportunity to discuss union membership with employees during non-working time and in accordance with the Act.
- (c) Upon application to the Employer, an employee can be granted up to 5 working days leave (non- cumulative) on ordinary pay each calendar year to attend courses and seminars in regard to issues or processes of direct relevance to the matters to be dealt with by local consultative groups involved in enterprise bargaining.
- (d) The granting of such leave will be subject to the Employer being able to release the employee concerned from duty without unduly affecting the normal operation of the employer's facility.
- (e) An employer will not be required to grant any application for such leave which would lead to a total of more than 10 days of such leave being taken in a year.
- (f) An application for leave should, when possible, be made 8 weeks prior to the date of commencement of the course. If less than 4 weeks' notice is given leave need not be granted.
- (g) Not more than one employee will be granted such leave at any one time or facility unless otherwise agreed by the employer.

- (h) For the purposes of this clause, payment is at the ordinary rate only in respect of the days on which the employee (including shift and non-shift workers) would normally have been paid. Ordinary rates for a shift worker means the base Agreement rate excluding penalty rates.

7.5. Professional Development

- 7.5.1. The Employer is committed to professional development and takes into account the requirements of:
 - (a) the different discipline registration and/or professional organisation;
 - (b) equity;
 - (c) learning outcomes that are directly related to the employers operations when considering requests for attendance at professional development courses/training.
- 7.5.2. The Employer is committed to ensuring all employees are aware that they may apply for financial assistance and paid leave for professional development where such activities are directly related to the Employer's operations and the employee's profession. Employees are required to submit applications for professional development leave for approval. The Employer has a policy of assessing such applications in a transparent system that ensures equitable outcomes for all applicants. Professional development applications will be responded to within 14 days. The Employer has a policy of assessing such applications in a transparent system that ensures equitable outcomes for all applicants. If an employee's application for assistance and/or leave is rejected, an employee will be advised of the employer's reasons. If an employee's application is not approved, and the employee is dissatisfied with the reason/s provided, the employee may ask for the matter to be referred to the Local Consultative Committee.
- 7.5.3. If, during the life of the Agreement, changes are made to the requirement for allied health registration in relation to professional development, the parties will meet and discuss how the Employer will assist employees to fulfil these requirements.

7.6. In-service Training and Development

- 7.6.1. The Employer will enable access to at least 24 hours per year of in-service training. The year will commence on the commencement of this Agreement. The training is delivered on site and can be accessed per discipline across the allied health profession (whether full-time, part-time or casual).
- 7.6.2. This is training/education that can be facilitated by external and/or internal providers, including employees who have attended external CPD / seminars / conferences. Where an employee agrees to provide an in-service they will be provided with paid time to prepare to deliver the in-service.
- 7.6.3. The training/education provided is to complement and enhance services provided at the site in relation to the specific discipline. Employees will be encouraged to submit suggestions / requests for in-service training to their manager. Funding for any in-service training may be approved and is to be agreed between the relevant manager (Allied Health Manager and/or GMDCS or delegate) prior to arranging. Funding arrangements may include such things as facilitator cost.
- 7.6.4. The parties acknowledge that for the in-service training to be meaningful it may require employee engagement and input in terms of the content / scope of sessions and how / when they are conducted and the parties commit to work collaboratively.

7.7. Professional Indemnity

All Allied Health employees are covered under the employer's Professional indemnity policy.

SCHEDULE 1 – WAGES AND ALLOWANCES

SCHEDULE A – WAGES

ALLIED HEALTH

<i>Current Classification</i>	FFPP* July 2021	FFPP* July 2022	FFPP* July 2023	FFPP* July 2024
		4.00%	4.00%	3.00%
AHL 1/1	\$ 27.64	\$ 28.75	\$ 29.90	\$ 30.80
AHL 1/2	\$ 28.42	\$ 29.56	\$ 30.74	\$ 31.66
AHL 1/3	\$ 30.01	\$ 31.21	\$ 32.46	\$ 33.43
AHL 1/4	\$ 31.59	\$ 32.85	\$ 34.16	\$ 35.19
AHL 2/1	\$ 38.07	\$ 39.59	\$ 41.17	\$ 42.41
AHL 2/2	\$ 40.51	\$ 42.13	\$ 43.82	\$ 45.13
AHL 2/3	\$ 42.88	\$ 44.60	\$ 46.38	\$ 47.78
AHL 2/4	\$ 45.20	\$ 47.01	\$ 48.89	\$ 50.36
AHL 3/1	\$ 47.49	\$ 49.39	\$ 51.37	\$ 52.91
AHL 3/2	\$ 48.94	\$ 50.90	\$ 52.94	\$ 54.52
AHL 3/3	\$ 51.41	\$ 53.47	\$ 55.61	\$ 57.28
AHL 3/4	\$ 51.85	\$ 53.92	\$ 56.08	\$ 57.76
AHL 3/5	\$ 52.87	\$ 54.98	\$ 57.18	\$ 58.89
AHL 3/6	\$ 53.87	\$ 56.02	\$ 58.26	\$ 60.01
AHL 4/1	\$ 58.91	\$ 61.27	\$ 63.72	\$ 65.63
AHL 4/2	\$ 60.39	\$ 62.81	\$ 65.32	\$ 67.28
AHL 4/3	\$ 61.86	\$ 64.33	\$ 66.90	\$ 68.91
AHL 5	\$ 66.26	\$ 68.91	\$ 71.67	\$ 73.82

PASTORAL CARE / SPIRITUAL CARE

<i>Current Classification</i>		FFPP* July 2021	FFPP* July 2022	FFPP* July 2023	FFPP* July 2024
			4.00%	Up to 10.00%	3.00%
Level 1					
Pay Point 1	<i>3-Year Degree entry</i>	\$ 27.40	\$ 28.50	\$ 29.90	\$ 30.80
Pay Point 2	<i>4-Year Degree entry</i>	\$ 28.35	\$ 29.48	\$ 30.74	\$ 31.66
Pay Point 3	<i>Masters Degree entry</i>	\$ 30.88	\$ 32.12	\$ 32.46	\$ 33.43
Pay Point 4	<i>PhD entry</i>	\$ 31.98	\$ 33.26	\$ 34.16	\$ 35.19
Level 2					
Pay Point 1		\$ 32.15	\$ 33.44	\$ 36.78	\$ 37.88
Pay Point 2		\$ 33.32	\$ 34.65	\$ 38.12	\$ 39.26
Pay Point 3		\$ 34.60	\$ 35.98	\$ 39.58	\$ 40.77
Pay Point 4		\$ 35.96	\$ 37.40	\$ 41.14	\$ 42.37
Level 3					
Pay Point 1		\$ 37.53	\$ 39.03	\$ 42.93	\$ 44.22
Pay Point 2		\$ 38.58	\$ 40.12	\$ 44.14	\$ 45.46
Pay Point 3		\$ 39.41	\$ 40.99	\$ 45.09	\$ 45.60
Pay Point 4		\$ 41.16	\$ 42.81	\$ 47.09	\$ 48.50
Pay Point 5		\$ 42.68	\$ 44.39	\$ 48.83	\$ 50.29

ALLOWANCES

Allowances		FFPP* July 2021	FFPP* July 2022	FFPP* July 2023	FFPP* July 2024
On Call (per 24 hours)	Monday - Friday	\$ 32.25	\$ 33.54	\$ 34.88	\$ 35.93
	Saturday	\$ 44.19	\$ 45.96	\$ 47.80	\$ 49.23
	Sunday / Public Holiday	\$ 51.61	\$ 53.67	\$ 55.82	\$ 57.50

*** FFPP = First Full Pay Period**

SCHEDULE 2 – ALLIED HEALTH CLASSIFICATION STRUCTURE

Classification Structure Overview

The Allied Health Classification Structure is a combined, unified classification stream which will cover many Allied Health disciplines, bringing together eligible staff into a single stream while maintaining the individuality of the classifications.

The Classification structure aims to promote a better understanding of employment classifications in Allied Health professionals and provide a more transparent approach to career planning and development and support strategic workforce planning.

Supporting the Classification Structure are work level standards including these explanatory notes which govern employment classifications.

It should be noted that a range of standards across more than one level may be relevant to an employee's role. The employee does not need to meet all standards in knowledge, skills and expertise; and role scope and characteristics to be classified at a particular level. A holistic approach will be taken in the assessment of roles and the determination of classification level. No single statement will define an employee's level.

It is recognized that many employees work across both clinical and management streams and this is recognized in the definition of multi-specialty. The Allied Health career structure is a five level classification structure.

Work Level Standards

The work level standards aim to describe the scope and nature, knowledge, skills and abilities required and the role scope and characteristics which is undertaken at each level to ensure consistency of classification across this workforce. Each level systematically builds on the level below.

Although the work level standards provide a generic description of Allied Health roles at each of the given AH Levels, they are not a job description and not designated to be used as such.

Evaluations using the Work Level Standards

Evaluations of a role consider the scope and characteristics of the position, the knowledge, skills and abilities required, and the accountabilities involved. As described above, allocation to a level will be based on an evaluation of all aspects of the role against the work level statement criteria and a holistic assessment based on evaluation of all aspects of the role or position having regard for responsibilities, the level of complexity, degree of multi-specialty and/or advanced level of knowledge, skill, experience and leadership in the discipline or profession, as to which level is most appropriate for that position.

Advancement under the Classification Structure

Progression within each Allied Health Level (AHL) from one increment to the next will be based on hours worked, apart from where it is indicated that the pay point is accessed by appointment only. Criteria for advancement is outlined at Clause 4.2.3 of the Enterprise Agreement.

Progression from AHL 2 to AHL3 will be based on an assessment that the employee meets the requirements of Clause 4.2.3 and is professional and technically able to meet most aspects of the AHL3 work level standard.

Glossary of Terms

(i) Standards

Basic: Fundamental or elementary; at a level of the most simple tasks to be performed,

Complex: Complicated, involved, intricate and involving many different influences. Complex professional work denotes work in which the range of options is imprecise, requires high -level application of general principles, and may require some adaptation of accepted practices and procedures. The work commonly involves elements of interrelationship between tasks.

Advanced: Highly developed or complex; at a level beyond that required for day -to-day practice.

Specialist: Refers to a high-level Allied Health practitioner, who has acquired, through higher level education and/or experience, a level of knowledge and skill set that is recognised as being comprehensive in a highly specific area. The allied health practitioner's skills are to be utilised on a service area level and are recognised as a State or Nation -wide leader in their given discipline. They are utilised as a point of reference in their given discipline.

(ii) Breadth of Activity / Jurisdiction

Multi-disciplinary: The combination of several disciplines of Allied Health practitioners. This could include different professions (degree qualified) e.g. Occupational Therapist, Physiotherapist, Dietician, Psychologist, Counsellors, Social Workers, Technicians and/or Assistants.

Multi-specialty: The combination of specialty knowledge and skills within a given discipline which may include:

- Specialty areas within a discipline;
- Clinical / technical and non-clinical/technical skills and roles, such as management.

(iii) Supervision Management

Clinical leadership: The application of leadership in a clinical context and relating to clinical services and clinical outcomes.

Clinical practice supervision: Relates to the ongoing development of skills and knowledge required by the Allied Health practitioner under the guidance of a more senior Allied Health practitioner. It ensures the Allied Health practitioner achieves and maintains the expected professional standards of work in that discipline. The clinical practice c supervisor may not necessarily be the Allied Health practitioner's day-to-day manager.

Operational supervision: Formal reporting arrangement relating to the day -to-day management of workload and workflow of service delivery.

Leadership: The capacity to guide the development of health disciplines, services or teams, especially as related to deciding strategic direction and the setting of standards of practice.

Guidance: Informal professional advice about what to do, how to do it and given without close supervision.

Mentoring: Informal professional development activity designed to enhance the knowledge, skills and abilities of others by actions such as role modelling, advocacy and support to other Allied Health practitioners.

(iv) **General**

Clinical: Specialised or therapeutic care that requires an ongoing assessment, planning, intervention by health care professions.

Competent: Evidencing a level of performance commensurate with the expectations of the relevant AH level.

Demonstrates: Exhibits a given characteristic in either an easily observable or readily quantifiable way.

Novel: An area or issue where there is no access to existing protocol or precedent; involves breaking new ground

FTEs: Full Time Equivalents; includes all professional, technical or support staff, under management of a given individual, on the basis that each such staff member was engaged in a full time capacity. May include those FTE for which both operational and professional responsibility is held.

Allied Health Practitioner:

Employees who directly manage and have a professional responsibility for the clinical services provided by employees; or who are in disciplines or professions that:

(a) provide a direct contribution to service delivery across the continuum of care to provide integrated health services in one or more of the following program areas:

- acute care;
- ambulatory care;
- rehabilitation;
- palliative care
- extended care;
- integrated mental health;
- primary health care;
- chronic pain: or
- protection and prevention

(b) are directly involved in health protection and prevention, assessment, diagnosis and treatment of patients and to the community

Professional employees: Those Allied Health practitioners who are at a minimum degree qualified (or equivalent), and perform roles requiring the application of a professional body of knowledge drawn from this qualification.

Professional knowledge: Refers to the knowledge of principles, techniques or skills applicable to the profession or professional discipline. Professional knowledge is obtained during a professional qualification, experience and continuing professional development.

Student education: Relates to participation in a range of supervision and education activities conducted in the workplace, the aim of which is the demonstrated acquisition of knowledge, skills and clinical reasoning by the student.

1. 1 Allied Health Level One (AHL1)

Classification at Allied Health Level 1 is those employees who are classified as Allied Health Assistants.

8.1. Role Scope and Characteristics

An employee at this level demonstrates the following knowledge, skills and expertise:

- Positions at this level may require formal knowledge and skills obtained through skills training, a relevant trade certificate or relevant tertiary education.
- Employees have the ability to work independently on routine tasks under direct supervision.
- Employees have responsibility and accountability for their own work, with checking related to overall progress
- An ability to perform incidental and peripheral tasks to their main function and have the ability to move between areas to the level of their training.
- Possess a narrow level of knowledge and skill in their given area, with the ability to undertake more complex technical or administration/non-clinical tasks under the guidance of a more experienced practitioner.
- In the domain of delivery of patient care, responsibility falls under direction of experienced Practitioner.

2. Allied Health Level 2 (AHL2)

Roles at this level require employees to hold at least a relevant tertiary degree (or equivalent) qualification in an eligible Health Practitioner clinical profession.

AHL2 covers newly qualified professionals and developing clinicians

Positions at AHL2 encompass positions demonstrating a basic level of professional knowledge and skill, through to those that are able to undertake routine clinical practice. As experience builds at higher increment levels, clinical decisions and problem solving are made by exercising increasingly independent clinical judgment

Positions at this level generally have no supervisory responsibilities although may assist new employees by providing guidance and advice, as well as providing direction to assistants, support staff or students as appropriate.

8.2. Role Scope and Characteristics

An employee at this level demonstrates the following knowledge, skills and expertise:

- At lower AHL2 increments, employees are inexperienced and or/newly qualified clinicians who demonstrate a base level of professional knowledge, clinical skills, judgement and problem solving ability
- Utilise an acquired level of professional knowledge and skills to deliver professional clinical services in accordance with professional standards, guidelines and work unit procedures. Employees usually participate as a member of a professional or multi-disciplinary team.
- Perform a range of duties, mostly of a routine nature. Duties are performed under regular supervision and/or guidance from more experienced practitioners.
- May be expected to manage their own workloads, undertaking routine duties largely independently and by exercising sound levels of professional clinical judgement in decision -making.
- Participate in research, quality or service improvement activities, under the supervision of a more experienced practitioner. Employees generally have no supervisory responsibilities although may be required to provide direction and guidance or education to students, assistant and support staff as appropriate.

3. Allied Health Level 3 (AHL3)

Roles at this level require employees to hold at least a relevant tertiary degree (or equivalent) qualification in an eligible Health Practitioner clinical profession.

AHL3 covers developing clinicians, and proficient clinicians.

Clinical positions at Allied Health Level 3 encompass positions demonstrating a sound level of professional knowledge and skill for routine practice, through to those that are able to undertake complex clinical practice.

8.3. Role Scope and Characteristics

An employee at this level demonstrates the following knowledge, skills and expertise:

- Actively participate in professional and/or multidisciplinary teams, operating at the level of routine and increasingly complex tasks to clinical practice commensurate with level of experience. Duties undertaken independently at this level are generally of a more difficult nature, with more complex clinical decisions and problem solving made under the clinical practice supervision or professional guidance of a more experienced practitioner. As experience builds at higher increment levels, clinical decisions and problem solving are made by exercising increasingly independent clinical judgement
- An acquired level of professional knowledge and skills to deliver professional clinical services in accordance with professional standards, guidelines and work unit procedures. Employees usually participate as a member of a professional or multi-disciplinary team.
- Roles have a clinical or education or research focus, or may involve elements of all three. Employees perform a range of duties, mostly of a routine nature. Duties are performed under limited supervision and/or guidance from more experienced practitioners, with levels of clinical practice supervision decreasing, commensurate with experience in the role or similar roles.
- Manage own workloads, undertaking routine duties largely independently and by exercising sound levels of professional clinical judgement in decision-making. More complex clinical decision making is undertaken with support or guidance.
- Participate in research, quality or service improvement activities, under the supervision or guidance of a more experienced practitioner.
- Provide direction and guidance or education to students, assistant and support staff, or to AHL2 practitioners, also under the supervision of more senior staff.

A primary educator employee at this level will assist and support more senior clinical educators in the development, delivery and evaluation of education and training programs within a discipline or service area.

A primary research employee at this level actively contributes to, or manages part of, a clinical research project/s, with research outcomes typically being applied to clinical practice within a service.

4. Allied Health Level 4 (AHL4)

Roles at this level require employees to hold at least a relevant tertiary degree (or equivalent) qualification in an eligible Health Practitioner clinical profession.

Professional clinical positions at Allied Health Level 4 may have a clinical, education, research or management focus, or may involve elements of all four.

8.4. Role Scope and Characteristics

Clinical positions at AHL 4 demonstrate high level knowledge, skills, experience and clinical leadership within the professional and/or multidisciplinary team, applied to single specialties or across two or more (multi-specialty) clinical areas or modalities. Duties undertaken are of a complex and varied nature with clinical decisions based on valid and reliable evidence. Clinical positions at Allied Health Level 4 ensure that Facility and/or Divisional initiatives are integrated into clinical practice, organisational work unit guidelines and policies. Tasks and duties are performed with a high degree of independence.

- Alternatively, they may be a sole practitioner, based in a hospital or health facility where there is no

other clinician from that discipline, where they are required to exercise independent professional decision making and judgement on a day to day basis without ready access to another practitioner / clinician from the same profession/ discipline for assistance or advice; and/or there is a requirement for professional advocacy, administrative or managerial responsibilities beyond routine practice.

- Employees provide clinical services of a complex and varied nature where principles, procedures, techniques or methods frequently require adaptation or modification, with clinical decisions based on valid and reliable evidence. Employees perform a majority of tasks independently, with a requirement for only minimum levels of clinical practice supervision. Employees may be recognised as a reference point within a team.
- Employees are expected to research and apply professional clinical evidence to identify opportunities for quality and service improvement activities. Employees ensure that service initiatives are integrated into professional clinical practice, guidelines and policies at a service level, with minimal support/direction from a more senior practitioner.
- Employees are expected to provide general clinical advice to supervisors/managers and relevant stakeholders in relation to the delivery of professional clinical services. Employees are responsible for ensuring the maintenance of clinical outcomes and professional standards within the work area.
- Primary educator employees will be responsible for the development, delivery and evaluation of clinical education and training programs within a discipline or service area.
- Primary researcher employees will have a designated role as a researcher within a team/project, undertaking research of a complex and critical nature, or may manage a small clinical research project/s, with research outcomes being applied to clinical practice within a service or more broadly.
- Clinical management roles at AHL4 require base level managerial knowledge and skills, coupled with highly developed clinical expertise and a sound understanding of the health care continuum.
- Management responsibilities at this level will include operational management/ supervision of a small professional team or work unit. The focus may be facility or service based.
- Employees provide advice and direction to a small team and undertake clinical governance activities within the service, operating with a high degree of independence.
- Employees are responsible for providing clinical leadership within a service; that includes the provision of clinical practice supervision and education/training to AHL2 and AHL3 level clinicians. Employees will be responsible for monitoring and reporting of professional standards, quality and service delivery outcomes.
- Employees may provide input into strategic planning for a service and will be responsible for ensuring alignment of team or work unit activities to the strategic direction of the service. Clinical management employees at this level may be responsible for the appropriate management of allocated financial resources, and/or maintenance of equipment and assets, in defined areas.

5. Allied Health Level 5 (AHL5)

Roles at this level require employees to hold at least a relevant tertiary degree (or equivalent) qualification in an eligible Health Practitioner clinical profession.

8.5. Role Scope and Characteristics

An employee at this level demonstrates the following knowledge, skills and expertise:

- Management positions at Allied Health Level 5 demonstrate well -developed clinical expertise with a high level of formal managerial responsibility.
- Operating with responsibility for management of a medium to large discipline specific or

multidisciplinary team, management will be operational or resource management focused, with a formal role in the performance appraisal and management of subordinate staff.

- Employees are expected to utilise evidence and research to lead the identification, development, implementation and evaluation of quality and service improvement initiatives and the development of better practice. Employees provide high level clinical advice to supervisors/managers and relevant stakeholders in relation to the development of clinical services.
- Employees provide high level clinical leadership within the professional and/or multidisciplinary team/s, and are recognised as the reference point for other clinicians at a service level. Employees contribute to clinical governance and professional competence at a service level, providing clinical practice supervision, and providing advanced training and guidance to AHL4 clinicians seeking to build capability.
- Clinical management employees at AHL5 require well developed managerial knowledge and skills and strategic leadership ability, coupled with an advanced level of clinical expertise and comprehensive understanding of the health care continuum.
- Employees operationally manage and supply strategic direction to a medium size professional or multidisciplinary team/work unit operating across one or more sites or clinical service areas, ensuring adherence to clinical service standards and achievement of quality and service delivery objectives.
- Employees undertake strategic planning for a service, and provide advocacy for the service in advising senior management and relevant stakeholders. The strategic focus will be service based.
- Employees are responsible for managing clinical governance processes within a service and/or leading professional governance activities for a particular discipline across a service/s.
- Clinical management employees at this level are responsible for the management of human, financial and physical resources, including management of one or more cost centre budgets
- Alternatively, the position may also be a:
 - sole practitioner, based in a hospital or facility where there is no other clinician from that profession, with formal management responsibilities across multiple sites or settings.
 - primary researcher leads and manages clinical research programs or a component of a major clinical research program with research outcomes influencing clinical processes and standards of clinical practice and requires relevant postgraduate research qualification and a recent history of peer reviewed publishing on complex clinical practice and / or broad professional topics (not associated with obtaining academic qualifications).
 - primary educator role develops, delivers and participates in evaluation of specialised education and training programs within services. A primary educator employee contributes to the strategic direction of professional development programs that contribute to enhanced clinical practice knowledge and skills across a service.
- Clinical employees at AHL5 provide specialised or generalist clinical services of a significantly complex and critical nature, with significant scope. Duties are performed through the fully independent application of clinical expertise and use of advanced or novel techniques.

8.6. Pastoral / Spiritual care classification definitions

1. Pastoral / Spiritual Care Level 1

Entry-level professional who meets the requirements to practice as a pastoral / spiritual care worker, with at least one or more units of CPE (Clinical Pastoral Care Education) or equivalent.

Employees at this level are required to demonstrate a basic level of professional knowledge and skill and undertake routine practice. Employees at this level work independently and are required to exercise judgment on routine tasks. May require supervision from more senior members of the pastoral / spiritual care team when performing novel or complex tasks.

Positions at this level generally have no supervisory responsibilities although may assist new employees or students by providing guidance and advice as appropriate.

Role Scope and characteristics

- Usually participates as a member of a professional or multi-disciplinary team
- Demonstrates a base level of professional knowledge, empathy, judgement and problem solving ability
- Works in accordance with professional standards, guidelines and work unit procedures
- May be required to manage their own workloads
- Undertakes routine duties largely independently and by exercising sound levels of professional judgement in decision-making
- Performs duties under regular guidance from more experienced practitioners
- Participate in research, quality or service improvement activities, under the supervision of a more experienced practitioner
- Documents pastoral visits and interventions
- Collaborates with chaplains, faith representatives and volunteers
- Assists in the coordination of education about pastoral / spiritual care in the facility
- Works with residents, patients, staff and religious representatives to prepare prayer and reflection with groups or sacramental liturgies and other rituals. May lead prayer when appropriate.
- Assists with mission events and initiatives
- Demonstrates an awareness of cultural issues and willingness for ongoing education concerning marginalised groups in our society
- Knows personal limitations and when to ask for support and advice

2. Pastoral / Spiritual Care Level 2

Experienced professional who has least four years' experience and has completed at least one or more units of CPE (Clinical Pastoral Care Education) or equivalent and a relevant tertiary degree qualification in a relevant area of study.

This level encompasses employees who demonstrate a sound level of professional knowledge and skill for routine practice, through to those that are able to undertake complex interventions.

Employees at this level have no direct supervisory responsibilities, although may be required to provide direction and guidance to team members, students and support staff as appropriate.

Role Scope and characteristics

- Actively participates as a member of professional and/or multidisciplinary teams
- Demonstrates the required level of professional knowledge, empathy, judgement and problem solving ability
- Uses professional knowledge and skills to deliver professional pastoral /spiritual care services in accordance with professional standards, legal frameworks, guidelines and work unit procedures
- Works independently to perform routine and increasingly complex duties commensurate with level of experience
- Required to largely manage own workloads
- Works with patients, families, staff and religious representatives in regard to grief, loss and bereavement
- Works with patients, families, staff and religious representatives to prepare and lead prayer and reflection with groups or sacramental liturgies and other rituals
- Demonstrates personal awareness and insight and understands when to seek support and/or make appropriate referrals
- Participates in clinical practice supervision or professional guidance from a more experienced practitioner
- May provide education about pastoral / spiritual care services
- May undertake administrative duties
- Participates in research, quality or service improvement activities under the supervision of more experienced practitioner

3. Pastoral / Spiritual Care Level 3

Employees at this level demonstrate and display an understanding of, and respect for the history, heritage and tradition of the Catholic Church whilst demonstrating and modelling a personal commitment to the mission, vision and values of the organisation. Employees at this level are required to have experience working in faith-based organisations, pastoral care and have completed one or more units of their CPE (Clinical Pastoral Care Education) certification and a Bachelor degree in a relevant area of study as a minimum.

Employees at this level will have higher responsibilities than Level 2. Employees at this level are likely to have a management, education or research focus or elements of all three and are generally responsible for providing leadership that includes the provision of supervision and education/training to Level 1 and 2 employees.

Employees may also be appointed to this level if they are a sole practitioner.

Role Scope and characteristics

- Demonstrates base level managerial knowledge and skills including operational management/ supervision of a team
- Develops, delivers and evaluates education and training programs
- Provides general advice to supervisors/managers and relevant stakeholders in relation to the delivery of pastoral care
- Ensures alignment of team activities to the strategic direction of the service
- May be responsible for the appropriate management of allocated financial resources, and/or maintenance of equipment and assets
- Participates and/or contributes to evaluation and research and applies professional evidence to identify opportunities for quality and service improvement activities
- Ensures that guidelines and policies are integrated at a service level into professional practice with minimal support/direction
- Provides individual and group professional supervision
- Provides support to patients, families, staff and religious representatives in regard to grief, loss and bereavement
- Demonstrates an in-depth knowledge of legal frameworks and of compliance issues more broadly
- Participates as a member of relevant committees
- Provides assistance or support in informed ethical decision making
- Responds to critical incidents and/or to those experiencing cumulative trauma

SCHEDULE 3 – CRITERIA FOR MOVEMENT FROM AHL 3 to AHL 4

Movement from AHL 3 to AHL 4 will require an application addressing the movement criteria outlined below. Success of the application will be based on demonstration of the majority of the criteria.

The availability of a position vacancy is required for movement from AHL3 to AHL 4

Your application should include:

- Completion of Form “Application For Movement Between Levels” (see Schedule 3A)
- Current resume
- Statement of support from your manager
- Statement to address each criteria. This requires a response of 1 page (maximum) and may be supported with documented evidence where required.

Movement Criteria

1. **Advanced Knowledge, and Skills and Expertise**

- Summary of professional development and training demonstrating both internal and external programs/lectures/conferences. This should include minimum recommended professional requirements either mandated or recommended by the relevant professional college or association.
- Outline of internal presentations/tutorials provided demonstrating application of advanced professional knowledge
- Provide evidence of advanced clinical/specialist expertise through a minimum of two (2) examples or case studies of complex clinical practice regularly undertaken

2. **Quality and Safety / Research**

- Provide two (2) examples and documented evidence of quality and safety or research projects of significant scope and complexity undertaken. The applicant should have made a significant contribution or led these projects.
- Involvement in quality and safety initiatives should be consistent and evidence over a period of time e.g. 12 months or more

3. **Clinical Education and Development**

- Provide details of contribution and involvement in the clinical education or undergraduate students and / or the development of new staff members and / or the supervision of technical or assistant staff. This may also include contributing to education and/or orientation (e.g. for nursing or other clinical staff)

4. **Participation in Hospital-wide Initiatives and internal / external consultancy**

Staff at this level are expected to contribute at a level beyond representation or participation on committees or programs, that is, demonstrate initiative and taking a leadership role rather than simply participation.

- Provide examples of contributions. These should be recurrent and have significant scope or complexity
- Activities should largely be contributing to clinical practice or governance; however Mission related activities may also be included

5. **Leadership and Management**

Staff at this level should demonstrate active participation in leadership and management. There should be evidence of:

- o Consistent involvement on a regular basis over a period of time
- o Independent decision making and problem solving which demonstrate professional maturity
- Describe contributions / participation in leadership and management

SCHEDULE 3A - APPLICATION FORM FOR MOVEMENT BETWEEN LEVELS

ST VINCENT'S HEALTH AUSTRALIA – QLD ALLIED HEALTH	
APPLICATION FOR MOVEMENT BETWEEN LEVELS	
Name of Applicant:	
Position Title:	SVHA Facility:
Department/Ward:	Work Contact Number:
Responsible To:	
Current Pay Point:	Date Commenced Current Pay Point:
Movement Criteria	
Application for Movement <i>(please tick one)</i>	
<input type="checkbox"/> AHL2/4 to AHL3 Evidence employee has met the criteria (Refer Clause 4.2) <input type="checkbox"/> Time completed at AHL2/4 12 mths full-time <input type="checkbox"/> OR 1750 hrs and at least 12 mths for part-time <input type="checkbox"/> <input type="checkbox"/> Capacity to meet AHL3 role scope <input type="checkbox"/>	<input type="checkbox"/> AHL 3 to AHL 4 Application must address the criteria outlined in Schedule 3 and include: <input type="checkbox"/> Clinical and working history and expertise attained to date <input type="checkbox"/> Continuing and further education, relevant courses and conferences and awareness of current literature <input type="checkbox"/> Address the ability to perform at the AHL level sought based on the role, scope and characteristics
Support of application by Manager:	
Name:	
Position:	
Signature: Date:	
Applicants	
Signature: Date:	
Date Received: Signed:	
Human Resources (Office Use Only)	
<input type="checkbox"/> Completed Application submitted to Manager and forwarded to HR <input type="checkbox"/> Meeting Scheduled for Manager and DOCS review within two (2) weeks <input type="checkbox"/> Feedback from Manager within four (4) weeks; including eligibility for interview (AHL4/AHL5 applicants only). Any wage rate increase from a successful application is payable from the first full pay period on / after the date of approval. <input type="checkbox"/> Applicant Advised in Writing of Outcome within four (4) weeks, or within four (4) weeks of interview	
HR Representative: Date:	
Please complete this form and return to Human Resources with supporting documentation attached.	

SCHEDULE 4 – SIGNING PAGE

I am authorised to sign this Agreement on behalf of St Vincent’s Private Hospitals Ltd



SIGNATURE

Anna Clarke, Director of HR, Private Hospitals

PRINT NAME AND TITLE / AUTHORITY

Address: Level 5 / 340 Albert St, East Melbourne VIC 3022

Date 31/10/23

I am authorised to sign this Agreement as a nominated employee bargaining representative on behalf of the Australian Municipal, Administrative, Clerical and Services Union, Qld Together Branch


Alexander Scott / Nov 23, 2023 15:32 GMT+10

SIGNATURE

Alexander Scott, Branch Secretary, Together Branch of ASU

PRINT NAME AND TITLE / AUTHORITY

Address: 4, 43 Peel Street, South Brisbane Qld 4101

Date 23 November 2023