



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Palliative Care South East Ltd
(AG2020/570)

PALLIATIVE CARE SOUTH EAST HEALTH PROFESSIONALS AND SUPPORT SERVICES ENTERPRISE AGREEMENT 2019

Health and welfare services

DEPUTY PRESIDENT YOUNG

MELBOURNE, 17 APRIL 2020

Application for approval of the Palliative Care South East Health Professionals and Support Services Enterprise Agreement 2019.

[1] Palliative Care South East Ltd (the Employer) has made an application for approval of an enterprise agreement known as the *Palliative Care South East Health Professionals and Support Services Enterprise Agreement 2019* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached at Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

[3] Subject to the undertakings referred to above, and on the basis of the material contained in the application, and the accompanying statutory declaration, I am satisfied that each of the requirements of ss 186, 187, 188 and 190 as are relevant to this application for approval have been met.

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

[5] The Agreement was approved on 17 April 2020 and, in accordance with s 54, will operate from 24 April 2020. The nominal expiry date of the Agreement is 30 September 2023.



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE507800 PR718363>

Annexure A

FAIR WORK COMMISSION

MATTER NO: AG2020/570

APPLICANT: Palliative Care South East

UNDERTAKINGS

I, Kelly Rogerson, Chief Executive Officer, give the following undertakings on behalf of the Applicant employer, in accordance with section 190 of the Fair Work Act 2009, in regard to the *Palliative Care South East Health Professionals and Support Services Enterprise Agreement 2019 (Agreement)*:

1. Clause 25(e) of the Agreement is amended (as underlined):

Seven-day shift workers

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

- (i) A shift worker who during the year in which his or her annual leave accrues is rostered to work for four hours or more on 10 or more weekends in that year; or*
- (ii) An employee who is regularly rostered to work Sundays and public holidays:*

shall be entitled to one week's (five consecutive days) annual leave in addition to the leave prescribed in (a).

2. Clause 8(i) is amended and replaced with the following:

Shift Worker is an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work of a day worker. The ordinary hours of work for a day worker will be worked between 6.00am and 6.00pm Monday to Friday.

3. Clause 23(c) of the Agreement is amended to include the following additional subclause (iv):

(iv) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 23(c) applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.



Kelly Rogerson
Chief Executive Officer

Date: 03/04/2020

PALLIATIVE CARE SOUTH EAST

HEALTH PROFESSIONALS AND SUPPORT SERVICES

ENTERPRISE AGREEMENT

2019

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

ENTERPRISE AGREEMENT

1. ARRANGEMENT

The Agreement is arranged as follows:

<u>Subject Matter</u>	<u>Page No.</u>
1. ARRANGEMENT	2
2. NAME OF THE AGREEMENT	4
3. COVERAGE	4
4. DATE AND PERIOD OF OPERATION.....	4
5. POSTING OF THE AGREEMENT	4
6. SCOPE OF THE AGREEMENT.....	4
7. RELATIONSHIP TO NATIONAL EMPLOYMENT STANDARDS.....	5
8. DEFINITIONS.....	5
9. CONSULTATION REGARDING CHANGE.....	6
10. DISPUTE RESOLUTION PROCEDURE	8
11. WAGES.....	9
12. PAYMENT OF WAGES.....	10
13. SUPERANNUATION	10
14. HOURS OF WORK	11
15. ACCRUED DAY OFF	12
16. FULL-TIME EMPLOYMENT.....	12
17. PART-TIME EMPLOYMENT	13
18. CASUAL EMPLOYMENT	13
19. ROSTER OF HOURS	16
20. SHIFT WORK.....	17
21. SATURDAY AND SUNDAY WORK	17
22. MEAL AND REST BREAKS	17
23. OVERTIME	18
24. PARENTAL LEAVE.....	19
25. ANNUAL LEAVE.....	21
26. PURCHASED LEAVE	25
27. PUBLIC HOLIDAYS	26
28. PERSONAL/CARERS LEAVE	28
29. COMPASSIONATE LEAVE	30
30. LONG SERVICE LEAVE	31
31. DISCIPLINARY PROCEDURE	35
32. TERMINATION OF EMPLOYMENT	36
33. HIGHER DUTIES.....	38
34. ON CALL	38
35. VEHICLE ALLOWANCE.....	39
36. CLOTHING, EQUIPMENT AND TOOLS.....	39
37. JURY SERVICE.....	40
38. REDUNDANCY.....	40
39. DAYLIGHT SAVING	42
40. SALARY PACKAGING PROCEDURE.....	42
41. LETTER OF APPOINTMENT	43
42. ACCIDENT PAY.....	43
43. WORKLOAD MANAGEMENT	47
44. STAFF REPLACEMENT.....	47
45. FLEXIBILITY ARRANGEMENTS	48
46. REPRESENTATIVE LEAVE	49
47. BLOOD DONORS LEAVE.....	49
48. CHILDCARE ALLOWANCE	49

49.	HIGHER QUALIFICATIONS ALLOWANCE.....	50
50.	STUDY LEAVE.....	50
51.	CONFERENCE/SEMINAR LEAVE	51
52.	LEAVE TO ENGAGE IN EMERGENCY RELIEF ACTIVITIES.....	51
53.	REVIEW OF GRADING.....	52
54.	CONTINUING PROFESSIONAL DEVELOPMENT ALLOWANCE	53
55.	E-LEARNING	53
56.	CULTURAL AND CEREMONIAL LEAVE	54
57.	FAMILY VIOLENCE LEAVE	54
58.	TRANSITION TO RETIREMENT	56
59.	INCREMENTAL PROGRESSION	57
	SCHEDULE 1: EMPLOYMENT CLASSIFICATIONS	58
	APPENDIX 1: WAGE RATE SCHEDULE.....	66
	APPENDIX 2: LETTER OF APPOINTMENT	70
	SIGNATURE PRINT NAME AND AUTHORITY/TITLE	71

2. NAME OF THE AGREEMENT

This Agreement shall be called the *Palliative Care South East Health Professionals and Support Services Enterprise Agreement 2019* ('the Agreement').

3. COVERAGE

This Agreement shall cover:

- a) Palliative Care South East (ACN: 64 725 842 484); and
- b) Health professionals and support services staff employed by Palliative Care South East as classified in Schedule 1 of this Agreement.
- (c) This Agreement is made under section 172 of the *Fair Work Act 2009*. The employer will take the necessary steps to seek approval of this Agreement under section 186 of the Act.
- d) The employer will formally advise, VAHPA that the Agreement is made in order for, VAHPA to apply under section 183 of the *Fair Work Act 2009* to be covered by the Agreement.
- (e) It is the intention of this Agreement that, VAHPA will be covered by this Agreement.

4. DATE AND PERIOD OF OPERATION

This Agreement shall commence operation from the 7th day after the agreement is approved by the Fair Work Commission (FWC) and shall remain in force until 30 September 2023 and thereafter in accordance with the *Fair Work Act 2009*.

The parties agree that discussions shall commence for a new Agreement no later than six months prior to the expiry date of the Agreement.

5. POSTING OF THE AGREEMENT

A copy of this Agreement shall be displayed in a conspicuous and convenient place at the workplace so as to be easily read by all employees.

6. SCOPE OF THE AGREEMENT

This Agreement contains all the terms and conditions of employment for employees covered by the agreement and shall apply to all employees employed pursuant to the classifications listed in Schedule 1 employed by the Employer.

7. 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.

8. DEFINITIONS

For the purposes of this Agreement the following shall apply:

- (a) FWC shall mean the Fair Work Commission.
- (b) Employee means a person employed by the Employer in a classification defined in Schedule 1 of this Agreement.
- (c) Employer shall mean Palliative Care South East.
- (d) Experience means for the purpose of Appendix 1, experience at any such work as stipulated in Schedule 1 in any workplace within the last five years, excluding any leave provisions in this agreement.
- (e) “Base rate” for the purposes of the calculation of relevant allowances shall be as follows:
 - (i) Support Services Employees – Administration Officer Grade 1
 - (ii) Health Professionals – Grade 1 Year 1
 - (iii) Social Worker – Grade 1 Year 1
 - (iv) Counsellor - Grade 1 Year 1
 - (v) All other classifications – Year 1 of the lowest Grade / classification
- (f) **immediate family** of an employee means:
 - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
 - (iii) **spouse** includes a former spouse.
 - (iv) **de facto partner** of an employee:

-
- (1) 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
 - (2) includes a former de facto partner of the employee.
- (g) “the Act” shall mean the *Fair Work Act 2009*, as amended.
 - (h) **NES** means the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009 (Cth)*.
 - (i) **ShiftWorker** is an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work of a day worker as defined in clause 19.

9. CONSULTATION REGARDING CHANGE

- (a) This term applies if the Employer has proposed:
 - (i) to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise or any other change that may result in the termination of employment of Employee/s or financial detriment to the Employee/s; and the change is likely to have a significant effect on employees of the Employer;
 - (ii) a change to Employee/s regular roster or ordinary hours of work.
- (b) If the Employer determines on a preliminary basis, that there is a need for major change the Employer will as soon as practicable thereafter, but prior to a final decision being made, consult with Employees who may be affected by that workplace change, and the Union. This initial consultation will address the issues which have arisen, the need for workplace change, and any approaches preferred by the Employer to address these issues, with this information to be provided in writing to Employees and the Union.
- (c) Where the Employer then makes a definite decision to introduce major change, the Employer must notify the relevant employees and the Union of the proposed introduction of major change
- (d) If:
 - (i) a relevant Employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

- (e) As soon as practicable after making its decision, the employer must
 - (i) discuss with the relevant Employee/s and their Union:
 - (1) the introduction of the change; and
 - (2) the effect the change is likely to have on the Employee/s; and
 - (3) measures the employer is taking to avert or mitigate the adverse effect of the change on the Employee/s; and
 - (ii) for the purposes of the discussion — provide, in writing, to the relevant Employee/s and their Union:
 - (1) all relevant information about the change including the nature of the change proposed; and
 - (2) information about the expected effects of the change on the Employee/s; and
 - (3) any other matters likely to affect the Employee/s.
 - (iii) Subject to (e)(i) and (ii), for a change to the employees' regular roster or ordinary hours of work, the Employer is required to:
 - (1) to provide information to the Employee/s about the change; and
 - (2) to invite the Employee/s to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (3) to consider any views given by the Employee/s about the impact of the change.
- (f) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employee/s.
- (g) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employee/s and the Union.
- (h) 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 (b), (c) and (e) are taken not to apply.

-
- (i) In this term, a major change is likely to have a significant effect on Employee/s if it results in:
- i.* the termination of the employment of Employee/s;
 - ii.* major change to the composition, operation or size of the Employer's workforce or to the skills required of Employee/s;
 - iii.* the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
 - iv.* the alteration of hours of work;
 - v.* the need to retrain Employee/s;
 - vi.* the need to relocate Employee/s to another workplace;
 - vii.* the restructuring of jobs;
 - viii.* changes to regular roster or ordinary hours of work.
- (j) In this term, relevant Employees means the Employees who may be affected by the major change.

10. DISPUTE RESOLUTION PROCEDURE

- (a) In the event of a dispute in relation to a matter arising under this Agreement, the National Employment Standards ("NES"), a request for flexible working arrangements or a request to extend parental leave beyond 12 months, in the first instance the parties, which may include the Union will attempt to resolve the matter at the workplace by discussions between the employee, employees or Union concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employer, employees or Union concerned and more senior levels of management as appropriate.
- (b) A party to the dispute may appoint another person, organisation or association, which may include VAHPA, to accompany or represent them in relation to the dispute.
- (c) If a dispute in relation to a matter arising under the agreement or the NES is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, a party to the dispute may refer the matter to the Fair Work Commission ("FWC").
- (d) FWC may deal with the dispute in 2 stages:
- (i) FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (ii) if FWC is unable to resolve the dispute at the first stage, FWC will then:

-
- (1) arbitrate the dispute; and
 - (2) make a determination that is binding on the parties.

Where a party or parties to the dispute request that the FWC proceed to determine the dispute by arbitration

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

- (e) While the dispute resolution procedure is being conducted, work shall continue normally according to the normal custom or practice existing before the change or omission that gave rise to the dispute, until the dispute is resolved. No party shall be prejudiced as to the final settlement of the dispute by the continuance of work in accordance with this sub-clause (e). Health and safety matters are exempted from this clause.
- (f) The parties to the dispute agree to be bound by a decision made by FWC in accordance with this term.

11. WAGES

- (a) Wages will be determined as follows:-

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>
3%	3%	3%	3%

- (b) The wage increases in subclause (a) hereof shall be payable as follows:-
 - (i) The amount shown in Column 1 shall be payable from the beginning of the first full pay period to commence on or after 1 October 2019.
 - (ii) The amount shown in Column 2 shall be payable from the beginning of the first full pay period to commence on or after 1 October 2020.
 - (iii) The amount shown in Column 3 shall be payable from the beginning of the first full pay period to commence on or after 1 October 2021.
 - (iv) The amount shown in Column 4 shall be payable from the beginning of the first full pay period to commence on or after 1 October 2022.
- (c) The wage increases referred to in subclause (a) of this Clause shall be absorbed into any wage payment made to the Employee beyond the minimum rates contained within this Agreement.

(d) Any further wage increase shall be at the discretion of the Employer, unless the rate of pay falls below the Modern Award rate, in such circumstances the rate of pay shall default to the minimum rate prescribed in accordance with the relevant Modern Award rate.

(e) Rates of pay as increased by this Agreement are set out in Appendix 1.

12. PAYMENT OF WAGES

(a) Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period.

(b) Employees will be paid by electronic funds transfer into the bank or financial institution account nominated by the employee.

(c) When notice of termination of employment has been given by an employee or an employee's services have been terminated by the employer, payment of all wages and other monies owing to an employee will be made to the employee in the next pay period.

(d) Where a public holiday falls on the payroll processing day the payroll will be processed on the first working day prior to the public holiday.

13. SUPERANNUATION

(a) The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

(b) "The Fund" for the purpose of this Agreement shall mean:

(i) Health Employees Superannuation Trust of Australia ('HESTA') established and governed by a trust deed 23 July 1987, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto;

(ii) First State Super, and including any superannuation scheme which may be made in succession thereto;

(iii) any other complying superannuation fund nominated by the employee and approved by the employer.

(c) In addition to the Organisation's statutory contributions to the Fund an employee may make additional contribution from their salary, and on receiving written authorisation from the employee the Organisation must

commence making contributions to the Fund in accordance with the Superannuation Guarantee Charge Act 1992.

- (d) Upon commencement of employment, the organisation shall provide each employee with a membership form for their preferred fund and shall forward the completed membership forms for the worker's choice of fund within 28 days. In the event that the employee had not completed an application form within 28 days, the Organisation shall forward contributions and employee details to First State Super ("the Default Fund"). The Default Fund offers a MySuper Product.
- (e) Superannuation fund payments will be made in accordance with trust fund deeds.
- (f) Where an Employee salary packages their wages in accordance with this Agreement, superannuation shall be paid on the pre-packaged wages.

14. HOURS OF WORK

- (a) The hours for an ordinary week's work shall be 38, or be an average of 38 per week in a fortnight, or in a four week period or, by mutual agreement, in a five week period in the case of an employee working ten hour shifts and shall be worked either:
 - (i) in five days in shifts of not more than eight hours each; or
 - (ii) in a fortnight of 76 hours in 10 shifts of not more than eight hours each; or
 - (iii) in 152 hours per four week period to be worked as nineteen shifts each of eight hours;
 - (iv) in four days in shifts of not more than ten hours each; or
 - (v) in fortnight of 76 hours in eight shifts of not more than ten hours each;

provided that the length of any ordinary shift shall not exceed ten hours.

- (b) With the exception of a meal interval and one additional break, if same is required by the employer, the work of each shift shall be continuous.
- (c) Provided that any health and allied employee required to work more than six consecutive periods of ordinary duty without 24 hours off duty shall be paid for the seventh and any further consecutive period of ordinary duty worked at the rate of treble time until he or she has been given 24 hours off duty.

-
- (d) For the purposes of this Clause the working week shall commence at midnight on a Sunday.

15. ACCRUED DAY OFF

- (a) All full-time Employees are entitled to apply for a work arrangement in accordance with (b) below, which provides for an accrued day off (ADO). The Employer will consider such applications and will not unreasonably refuse an application.
- (b) An ADO arises from a system of work in which full time employees work an additional 2hours per week, to facilitate one ADO after every 4 weeks of service.
- (c) An ADO of work may be implemented via an employee working no more than 19 days in a four-week period of 152 hours
- (c) The maximum ADOs will be 13 in any calendar year
- (d) Accrued days off are to be taken as single days on a rostered basis (i.e 1 ADO in each 28 day cycle) or as agreed between the Employer and Employee.
- (e) Where a public holiday falls on a day upon which the Employee is on an ADO, another day will be determined by the Employer to be taken by the Employee in lieu of the public holiday, such day to be within the same work cycle where practical.
- (f) Upon termination of employment if the Employee has:
 - (i) taken an ADO (in part or whole) in advance of accruing the necessary hours, the salary of the Employee will be reduced by the total ADOs or portion taken in advance;
 - (ii) untaken ADOs (in part or whole) at the time of termination, the Employee will be paid the untaken ADOs

16. FULL-TIME EMPLOYMENT

- (a) A full-time employee is one who is employed and who is ready, willing and available to work a full week of 38 hours at the times and during the hours as may be mutually agreed upon or in the absence of such agreement as prescribed by the employer.
- (b) Such employee shall be paid the weekly salary appropriate to the employee's classification, irrespective of the number of hours worked not exceeding 38, or an average of 38 hours per week.

17. PART-TIME EMPLOYMENT

- (a) A part-time employee is one who is employed and who is ready, willing and available to work on a regular basis any number of hours up to but not exceeding an average 38 hours in any one week. Where the Employee is employed on a part-time basis, he or she shall be paid the ordinary appropriate hourly rate prescribed for the classification in which they are employed.
- (b) The provisions of this Agreement in respect to annual leave, personal leave and holidays shall apply on a pro rata basis to part-time employees.
- (c) The minimum daily engagement for a part-time employee shall be four hours.
- (d) 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. This 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.
- (e) Notwithstanding the overtime provisions prescribed at Clause 22 of the Agreement, a part time employee may agree to work in excess of their rostered ordinary hours at the ordinary time rate of pay, provided that all time worked by a part-time employee which exceeds 8 hours or 10 hours if rostered, per day, or 76 hours per fortnight will be paid at the rate of time and a half for the first two hours and double time thereafter, except on Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half.
- (f) No part-time employee shall be directed to work in excess of their rostered ordinary hours

18. CASUAL EMPLOYMENT

- (a) A casual employee is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by an employer in accordance with the employer's requirements, without the requirement of prior notice by either party.
- (b) A casual employee shall be paid for all work done on week days an amount equal to one thirty-eighth of the weekly wage appropriate to the

employee's classification per hour plus 25 per cent and for all work done on Saturdays, Sundays an amount equal to one thirty-eighth of the weekly wage appropriate to the employee's classification per hour plus 75 per cent. For work done on a public holiday a casual Employee will be entitled to the rate appropriate to the Employee's classification in Appendix 1 per hour plus 175%.

- (c) A casual employee shall be entitled to receive the appropriate uniform and other allowances contained in this agreement.
- (d) The provisions of Clauses: Termination of employment, Overtime, Annual leave and Personal/ Carers leave (excluding unpaid carers leave) shall not apply to a casual employee.
- (e) The minimum engagement for a casual employee will be 3 hours.
- (f) Right to request casual conversion
 - 1. A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
 - 2. A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this agreement.
 - 3. A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
 - 4. A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
 - 5. Any request under this subclause must be in writing and provided to the employer.
 - 6. Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
 - 7. Reasonable grounds for refusal include that:
 - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-

time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in paragraph (b);

- (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
8. For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
9. Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 10. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
10. Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:
- (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 16 (d).
11. The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
12. Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
13. A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
14. Nothing in this clause obliges a regular casual employee to convert

to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.

15. Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
16. A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements.

19. ROSTER OF HOURS

- (a) A roster of at least fourteen days duration setting out employees' daily ordinary working hours, commencing and finishing times and meal intervals shall be posted at least fourteen days before it comes into operation in each work location and where it may be readily seen by employees.
- (b) Except as in emergency situations seven days' notice shall be given of a change in roster.
- (c) Where an employer requires an employee, without seven days' notice and outside the circumstances prescribed in (b) above, to perform ordinary duty at other times than those previously rostered, the employee shall be paid in accordance with the hours worked, with the addition of a daily allowance equal to 2.5 per cent of the relevant weekly "base rate" as defined herein at Clause 8(e).
- (d) Provided that a part-time employee who agrees to work shift(s) in addition to those already rostered will not be entitled to the above specified allowance for the additional shift(s) worked.
- (e) An employee, by making a request in writing to the employer, may have their roster fixed by the provisions of (f), in lieu of (a) to (d). However, an employer may reject the request by giving written notice to the employee.
- (f) Rosters shall be fixed by mutual agreement, subject to the provisions of this agreement.
- (g) An employee may withdraw the request referred to in (e) at any time, by giving written notice to the employer. In such a case the roster for the employee shall be fixed according to the provisions of (a) to (d), from the commencement of the next full roster period being not less than five clear days after such rejection is received in writing by the employer.
- (h) The roster or rosters shall be drawn up so as to provide at least eight hours between successive ordinary shifts.

-
- (i) Notwithstanding any other provision of this agreement, this Clause shall not apply to casual employees.
 - (j) In the event of any dispute arising as to whether a roster arrangement has been adopted in accordance with the meaning and intent of (e), (f) and (g) above, it shall be dealt with in accordance with clause 10.

20. SHIFT WORK

- (a) Where the ordinary rostered hours of work of a shiftworker finish between 6.00 pm and 8.00 am or commence between 6.00 pm and 6.30 am, the employee will be paid as per the allowance set out in Appendix 1 – Wage Rate Schedule.
- (b) A casual employee who works shift work as defined in clause 20(a) will be paid an additional loading of 40% of their ordinary rate of pay but will not be paid the casual loading of 25%.
- (c) The shift penalties prescribed in this clause will not apply to shift work performed by any employee on Saturday, Sunday or Public Holidays where the extra payment prescribed in clause 21—Saturday and Sunday work and clause 27—Public holidays, apply.
- (d) For the avoidance of doubt, an employee will not be required to work any rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00 a.m.

21. SATURDAY AND SUNDAY WORK

- (a) All rostered time of ordinary duty performed between midnight on Friday and midnight on Sunday shall be paid for at the rate of time and a half. Casual entitlements are provided for in clause 17(b).
- (b) Provided that the following rate of payment shall be made where the Saturday or Sunday duty involves:
 - (i) Work in excess of the prescribed rostered hours - double time for the excess period;
 - (ii) Work performed by a worker of broken shifts outside a spread of nine hours from the time of commencing work - time and three-quarters, and outside a spread of twelve hours from the time of commencing work - double time

22. MEAL AND REST BREAKS

-
- (a) An Employee will not be required to work more than 5 hours continuously without a meal interval of not less than 30minutes and not more than 60 minutes which will not be counted as time worked.
 - (b) A meal interval of not more than 30 minutes per shift shall be allowed whenever possible for employees rostered for shift duty and shall be counted as time worked whether or not the meal interval is taken.
 - (c) At a time suitable to the employer an employee is entitled to a 10 minute rest break in each four hours worked, and shall be counted as time worked.

23. OVERTIME

- (a) An employer may require any employee to work reasonable overtime at the appropriate overtime rate. When overtime work is necessary it shall wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive shifts.
- (b) Only authorised overtime shall be paid for and the following rates of overtime shall apply:
 - (i) In excess of the number of ordinary hours, up to a maximum of 10 hours in a day, 38 hours in a week, 76 hours in a fortnight or 152 hours per four-week period - time and a half for the first two hours and double time thereafter.
 - (ii) As overtime outside a spread of twelve hours from the commencement of the last previous rostered period of duty provided that the overtime is not continuous with the next succeeding period of duty - double time.
 - (iii) Outside a spread of nine hours from the time of commencing work by an employee rostered to work broken shifts - time and one half and outside a spread of twelve hours from the time of commencing work - double time.
- (c) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
 - (i) Overtime taken as time off during ordinary time hours shall be taken at the penalty time rate.

-
- (ii) An employer shall provide payment at the appropriate overtime rate as specified in (b)(i) to (b)(iii) where time off in lieu has not been taken within four weeks of accrual.
 - (iii) For the purposes of this Clause, in accruing or calculating payment of overtime, each period of overtime shall stand alone.
- (d) Rest period after overtime
- (i) An employee other than a casual employee who works so much overtime between the termination of his or her last previous rostered ordinary hours of duty and the commencement of his or her next succeeding rostered period of duty that he or she would not have at least ten consecutive hours off duty between those times, shall be released after completion of such overtime worked until he or she has had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
 - (ii) If on the instructions of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty the employee shall be paid at the rate of double time until he or she is released from duty for such rest period and the employee shall then be entitled to be absent until he or she has had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- (e) An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance in addition to any overtime payment as follows:
- (i) when required to work after the usual finishing hour of work beyond one hour or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour, an amount in accordance with Appendix 1 (Meal allowance, after 1 hour of shift); and
 - (ii) where such overtime work exceeds four hours a further meal allowance in accordance with Appendix 1 (Meal allowance, after 4 hours of shift).

24. PARENTAL LEAVE

- (a) Employees are entitled to parental leave in accordance with the provisions of the *Fair Work Act 2009*, as amended from time to time.
- (b) Permanent employees eligible for parental leave in accordance with subclause (a) shall be entitled to one of the following types of paid parental leave can commence six weeks prior to birth / adoption of the child:

-
- (i) The parties agree that ten weeks paid maternity, adoption leave and Two weeks paid partner leave shall be given to any permanent employee who qualifies for maternity and adoption leave and partner leave under the provisions of the Agreement.
 - (ii) All superannuation will be paid on all paid parental leave in clause 23(b)(i)
 - (ii) The payment provided in this Agreement shall not be reduced in terms of its monetary value by the Commonwealth Government's scheme of publicly funded paid parental leave (however titled or styled).
- (c) In addition, the employee may take all accrued annual leave prior to a return to work from maternity and adoption leave and paternity leave
- (d) Right to request
- (i) An employee entitled to parental leave pursuant to the provisions of this clause 24 may request the employer to allow the employee:
 - 1) to extend the 52 weeks of unpaid parental leave by a further continuous period of leave not exceeding 12 months (total of 104 weeks);
 - 2) to return from a period of parental leave on a part-time basis until the child reaches school age.
 - (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect of the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
 - (iii) The employee's request and the employer's decision made under clause 24(d)(i) and (ii) must be recorded in writing.
 - (iv) Request to return to work part-time
- Where an employee wishes to make a request under clause 24(d)(i)(2), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.
- (e) Paid Special maternity leave and sick leave

-
- (i) Where the pregnancy of an employee not then on birth related leave terminates other than by the birth of a living child, the employee may take leave for such periods as a registered medical practitioner certifies as necessary, as follows:
 - (1) Where the pregnancy terminates during the first 20 weeks, during the certified period/s the employee is entitled to access any paid and/or unpaid sick leave entitlements in accordance with the relevant personal leave provisions;
 - (2) Where the pregnancy terminates after the completion of 20 weeks, during the certified period/s the employee is entitled to paid special maternity leave not exceeding the amount of paid birth related leave available under subclause (b)(i) and thereafter, to unpaid special maternity leave

25. ANNUAL LEAVE

- (a) Employee's entitlement to leave
 - (i) Employees shall be entitled to 4 weeks annual leave in respect of any 12 months service.
 - (ii) Such annual leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.
- (b) Employee taken to not be on paid annual leave at certain times
 - (i) If the period during which an employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid annual leave on that public holiday.
 - (ii) Where other periods of leave occur (other than unpaid parental leave), or a period of absence from employment for community service leave, the employee is taken not to be on paid annual leave for the period of that other leave or absence.
- (c) Effect of termination on annual leave

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

(d) Payment for leave

Employees shall receive their ordinary pay during all periods of annual leave. Employees may request that before going on leave, such leave be paid in advance, otherwise the leave will be paid in the normal pay periods of such leave. Provided that ordinary pay for the purposes of this clause shall mean remuneration for the employee's weekly number of hours calculated at the ordinary time rate of pay and in addition shall include:

- (i) either
 - (1) over agreement payments for ordinary hours of work;
 - (2) shift work premiums, according to roster or projected roster;
 - (3) Saturday and Sunday premiums, according to roster or projected roster;
 - (4) in-charge allowances; or
- (ii) a loading equal to 17.5% of his or her wage pursuant to Appendix 1 for his or her normal weekly number of hours calculated at the ordinary time rate of pay - whichever is the higher.

(e) Seven-day shift workers

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

A shift worker who during the year in which his or her annual leave accrues is rostered to work for four hours or more on 10 or more weekends in that year, shall be entitled to one week's (five consecutive days) annual leave in addition to the leave prescribed in (a).

(f) Time of taking leave

- (i) An employee shall endeavour to make an application to take annual leave at least one week prior to the proposed commencement date of the annual leave. The employer will not unreasonably refuse a request by an employee to take annual leave.
- (ii) An employee entitled to four weeks annual leave and is able to be requested in any quantum and or a mutually agreed arrangement made.
- (iii) Except as provided in (c) and (i) hereof payment shall not be made by an employer to an employee in lieu of any annual holiday or part

thereof to which the employee is entitled under this agreement nor shall any such payment be accepted by the employee.

(g) Leave taken in advance

(i) Where the annual leave or any part thereof has been taken in advance by an employee and:

(1) the employment of the employee is terminated before he or she has completed the year of employment in respect of which such annual leave or part has been taken; and

(2) the sum paid by the employer to the employee as ordinary pay for the annual leave or part so taken in advance exceeds the sum which the employer is required to pay to the employee under (c);

the employer shall not be liable to make any payment to the employee under (c) and shall be entitled to deduct the amount of such excess from any remuneration payable to the employee upon the termination of the employment.

(h) Pay in lieu of an amount of annual leave

(i) 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.

(1) 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

(2) 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.

(3) 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, plus leave loading that would otherwise have been payable within two weeks of the request being made.

(4) Superannuation guarantee contributions will be paid in relation to the amount of annual leave and annual leave loading for which payment is received in lieu.

(i) Excessive leave accruals: direction by employer that leave be taken

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 24 but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect.

Note 2: Under section 88(2) of the Fair Work Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

(j) Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 24 but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under paragraph (a) if:

-
- (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 24 (i)(1)(a) that, when any other paid annual leave are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under paragraph (b) must not:
- (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under paragraph (b) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined in any period of 12 months).
- (e) The employer must grant paid annual leave requested by a notice under paragraph (b).

26. PURCHASED LEAVE

- a) Staff shall have the option of applying for an additional 2 weeks paid annual leave with a proportionate reduction in the hourly rate of pay to take into account the increase in both annual leave and annual leave loading entitlements.
- b) Upon application, management may approve in writing a total of 2 weeks' additional paid annual leave with a proportionate reduction in the hourly rate of pay to take into account the increase in both annual leave and annual leave loading entitlements. When reviewing the application, management will take into consideration the role and responsibilities of the applicant's position.
- (c) Where employees elect to take additional annual leave as specified in the above sub clauses existing annual leave entitlements would be increased in proportion to the reduction in the hourly rate of pay.

-
- (d) The Purchased Leave is purchased by the Employee through authorised salary deductions made over the corresponding twelve month period. The amount deducted will correspond with the amount of Purchased Leave.
 - (e) Purchased Leave must be used in the twelve month period in which it is purchased by the Employee.
 - (f) Employees may not alter such election as specified in the above sub clauses during the year except with the agreement of the employer. Where the employee ceases to receive additional annual leave, the employee will revert back to the normal rate of pay and annual leave entitlement.
 - (g) Any additional annual leave accrued under this clause shall not be subject to annual leave loading.

27. PUBLIC HOLIDAYS

- (a) An employee shall be entitled to holidays on the following days:
 - (i) New Year's Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Christmas Day and Boxing Day; and
 - (ii) The following days, as prescribed in the relevant States, Territories and localities: Australia Day, Anzac Day, Queen's Birthday, Eight Hours Day or Labour day; and
 - (iii) Melbourne Cup day or in lieu of Melbourne Cup Day, some other day as determined in a particular locality; and
- (b) Holidays in lieu
 - (i) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
 - (ii) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
 - (iii) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- (c) Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in (a) and (b) above, those days shall constitute additional days for the purpose of this agreement.
- (d) Substitution of public holidays by agreement at the enterprise

-
- (i) An employer, with the agreement of the employee may substitute another day for any prescribed in this Clause.
 - (ii) An agreement pursuant to (d)(i) shall be recorded in writing and be available to every affected employee.
- (e) Payment for time worked on a public holiday
- (i) If an employee works on a public holiday he or she shall be paid double time and a half for the time worked. If a public holiday occurs on his or her rostered day off he or she shall be entitled to one and a half times the payment for his or her ordinary day; or where there is mutual consent within four weeks following the date on which such holiday occurred an employee may take a day and a half off in lieu or have one and one half days added to his or her annual leave.
 - (1) Provided that employees rostered to work on public holidays and who fail to do so shall not be entitled to holiday pay for the said holiday.
 - (ii) Notwithstanding the provisions of (e)(i) an employee who ordinarily works Monday to Friday only and who does not work on Easter Saturday, shall be entitled to one day's pay in respect of Easter Saturday or where there is mutual consent, within four weeks following the date on which such holiday occurred the employee may have one day added to their annual leave.
- (f) A part-time employee who is not ordinarily required to work on the day of the week on which a public holiday is observed shall not be entitled to any benefit for such a public holiday, unless they are required to work on a public holiday.
- (g) In determining whether a part-time employee who works a rotating roster is entitled to receive Agreement benefits for a particular public holiday not worked, the Employer will determine this by reviewing the roster pattern of the individual over the preceding six months. If the rosters show that the employee has worked 50% or more on the days on which a particular public holiday falls, the employee shall be entitled to receive the benefit for that public holiday not worked.
- (h) Where an employee's accrued day off falls on a public holiday prescribed by this agreement another day shall be determined by the employer to be taken in lieu thereof, such day to be within the same four week work cycle where practical.

28. PERSONAL/CARERS LEAVE

The provisions of this clause apply to full-time and part-time employees (on a pro rata basis) but do not apply to casual employees, excepting unpaid carers leave.

(a) Definitions

The term **immediate family** is as defined in Clause 8 – Definitions of this Agreement.

(b) Access to paid personal leave

(i) Paid personal leave is available to an employee, when they are absent:

- due to personal illness or injury; or
- for the purposes of caring for an immediate family member or household member who is ill or injured and requires the employee's care or support or who requires care due to an unexpected emergency.

(ii) The amount of personal leave to which a full-time employee is entitled depends on how long they have worked for the employer and accrues as follows:

(c) Amount of paid personal leave

(i) An employee is entitled to the following amount of paid personal leave:

- (1) up to 7 hours and 36 minutes, for each month of service in the first year of service;
- (2) up to 106 hours and 24 minutes, in each year in the second, third and fourth years of service;
- (3) up to 159 hours and 36 minutes, in the fifth and following years of service.

(ii) In respect of part-time employees, the entitlement shall be on a pro rata basis of time worked.

(d) Accrual of Personal Leave

(i) In accordance with the NES, such untaken leave accumulates from year to year.

(e) Personal leave for personal injury or sickness

-
- (i) An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.
 - (ii) In the event of an employee becoming unfit for duty due to personal injury or sickness and such personal injury or sickness is not due to misconduct (a certificate of a legally qualified health practitioner or a Statutory Declaration signed by the employee shall be satisfactory evidence of personal injury or sickness), the employee shall be entitled to personal leave for personal injury or sickness on full pay to the balance of their personal leave.
 - (iii) Provided that an employee may be absent through personal injury or sickness for one day without furnishing evidence of such sickness as provided in clause (e)(ii) hereof on not more than four occasions in any one year of service. An employee must notify the employer at a minimum of two hours before the time rostered to commence duty on the day of such absence. Provided that employees rostered for duty prior to 11.00am on the day of such absence shall not be required to give such notice before 7.00am.
 - (iv) Provided further that an employee's entitlement to payment for personal leave for personal injury or sickness upon production of a Statutory Declaration shall be limited to not more than three occasions in each year and being no more than 5 days/shifts in total per year. Absences in respect to the production of a statutory declaration signed by the employee is limited to any single occasion not more than 2 days/shifts.
 - (v) No employer shall terminate the service of an employee during the currency of any period of personal leave with the object of avoiding his or her obligations under this subclause.
 - (vi) Provided that in respect of any period of absence from employment between engagement with one employer and another re-engagement with the same employer, continuity of employment shall be deemed to be unbroken provided such period of absence does not exceed five weeks in addition to the total period of annual leave, long service leave and or personal leave which the employee actually receives on termination or for which he or she is paid in lieu.
 - (vii) Provided further that where any employee for the sole purpose of undertaking a course of study related to his or her employment is, with the written approval of his or her employer, absent without pay for up to but not exceeding 52 weeks, such absences shall not be deemed to have broken continuity of service but shall not be

counted in aggregating service for the purpose of establishing entitlement to personal leave or long service leave portability.

- i. Employees who are absent on personal leave for personal injury or sickness either side of a public holiday shall be required to provide a medical certificate from a registered health practitioner
- ii. to the employer within ten working days after their return to work.

(f) Carers Leave

- (i) Employees shall be entitled to use, in accordance with this subclause, any paid personal leave entitlement where required to provide care or support to a member of their immediate family, or a member of their household, who requires care or support because of a personal illness, or personal injury, affecting the member; or an unexpected emergency affecting the member.
- (ii) Employees (including casuals) are also entitled to a period of up to two days unpaid carer's leave for each occasion. The Employer may require production of a medical certificate or statutory declaration establishing the need for the Employee to care for them during that time and the estimated length of absence. An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.

(g) Personal Leave to Attend Appointment

Where an Employee is absent from duty on account requiring to attend a Registered Health Practitioner, the Employee shall be granted out of personal leave entitlements leave of absence for a period not exceeding five working days in aggregate in any personal leave accrual year. Employee must supply a certificate of attendance as requested.

29. COMPASSIONATE LEAVE

- (a) An employee is entitled to 4 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:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies.

-
- (b) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (i) 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 (a); or
 - (ii) after the death of the member of the employee's immediate family or household referred to in subclause (a).
 - (c) An employee may take compassionate leave for a particular permissible occasion as a single continuous 4-day period; or 4 separate periods of 1 day each; or any separate periods to which the employee and the employer agree.
 - (d) 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.
 - (e) 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 base rate of pay for the employee's ordinary hours of work in the period. For casual employees, compassionate leave is unpaid leave.
 - (f) 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.

30. LONG SERVICE LEAVE

- (a) Entitlement
 - (i) Employees shall be entitled to long service leave as hereinafter provided.
 - (ii) An employee shall be entitled to long service leave with pay, in respect of continuous service with the Employer in accordance with the provisions of this Clause.
 - (iii) An employee shall have the following entitlement to long service leave:
 - (1) On the completion by the employee of fifteen years continuous service - six months long service leave and thereafter an additional two months long service leave on the completion of each additional five years' service.

-
- (2) In addition, in the case of an employee who has completed more than fifteen years' service and whose employment is terminated otherwise than by the death of the employee, an amount of long service leave equal to 1/30th of the period of their service since the last accrual of entitlement to long service leave under (a)(iii)(1)
 - (3) On the completion of seven years continuous service – such amount of long service leave. Which is accessed at pro rata to the period of service.
 - (4) On termination of employment will receive ten years long service leave (pro rata)
- (b) Service entitling to leave
- (i) Subject to this subclause service shall also include all periods during which an employee was serving in Her Majesty's Forces or was made available by the employer for National Duty.
 - (ii) Where a business is transferred from one employer (the old employer) to another employer (the new employer) an employee who worked with the old employer and who continues in the service of the new employer shall be entitled to count her/his service with the old employer as service with the new employer for the purposes of this clause.
 - (iii) For the purposes of this Clause service shall be deemed to be continuous notwithstanding:
 - (1) the taking of any annual leave or long service leave; or other paid leave approved in writing by the employer and not covered by subclause (b)(iii)(2) to (b)(iii)(4).
 - (2) any absence from work of not more than fourteen days in any one year on account of illness or injury or if applicable such longer period as provided in the Personal Leave clause of this Agreement;
 - (3) any interruption or ending of the employment by the employer if the interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
 - (4) any absence on account of injury arising out of or in the course of the employment of the employee for a period during which payment is made under the Accident pay clause of this Agreement.

-
- (5) any leave of absence of the employee where the absence is authorised in advance in writing by the employer to be counted as service;
 - (6) any interruption arising directly or indirectly from an industrial dispute;
 - (7) the dismissal of an employee, but only if the employee is re-employed within a period not exceeding two months after the dismissal;
 - (8) any absence from work of an employee from work for a period not exceeding twelve months or longer as agreed under the parental leave clause of this Agreement in respect of any pregnancy or adoption;
 - (9) any other absence of an employee by leave of the employer, or on account of injury arising out of or in the course of his or her employment not covered by (b)(iii)(4) of this subclause.
- (iv) In calculating the period of continuous service of any employee, any interruption or absence of a kind mentioned in (b)(iii)(1) to (b)(iii)(5) shall be counted as part of the period of their service, but any interruption or absence of a kind mentioned in (b)(iii)(6) to (b)(iii)(9) shall not be counted as part of the period of service unless it is so authorised in writing by the employer.
- (v) The employer shall keep or cause to be kept a long service record for each employee, containing particulars of service, leave taken and payments made.
- (c) Payment in lieu of long service leave on the death of an employee
- Where an employee who has completed at least ten years' service dies while still in the employment of the employer, the employer shall pay to such employee's personal representative a sum equal to the pay of such employee for 1/30th of the period of the employee's continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the employee.
- (d) Payment for period of leave
- (i) Payment to an employee in respect of long service leave shall be made in one of the following ways:
 - (1) in full in advance when the employee commences his or her leave; or

-
- (2) at the same time as payment would have been made if the employee had remained on duty; in which case payment shall, if the employee in writing so requires, be made by cheque posted to a specified address; or
 - (3) in any other way agreed between the employer and the employee.
 - (ii) Where the employment of an employee is for any reason terminated before the employee takes any long service leave to which he or she is entitled or where any long service leave accrues to an employee pursuant to (a)(iii)(2) hereof the employee shall subject to the provisions of (d)(iii) be entitled to pay in respect of such leave as at the date of termination of employment.
 - (iii) Where any long service leave accrues to an employee pursuant (a)(i) hereof the employee shall be entitled to pay in respect of such leave as at the date of termination of employment.
 - (iv) Where an increase occurs in the ordinary time rate of pay during any period of long service leave taken by the employee, the employee shall be entitled to receive payment of the amount of any increase in pay at the completion of such leave.
 - (e) Taking of leave
 - (i) When an employee becomes entitled to long service leave such leave shall be granted by the employer within six months from the date of the entitlement, but the taking of such leave may be postponed to such a date as is mutually agreed.
 - (ii) Any long service leave shall be inclusive of any public holiday or accrued day off occurring during the period when leave is taken.
 - (iii) If the employer and an employee so agree:
 - (1) the first six months long service leave to which an employee becomes entitled under this Agreement may be taken in two or three separate periods; and
 - (2) any subsequent period of long service leave to which the employee becomes entitled may be taken in two separate periods, but save as aforesaid long service leave shall be taken in one period.
 - (f) Leave allowed before due date
 - (i) An employer may by agreement with an employee grant long service leave to the employee before the entitlement to that leave

has accrued, provided that such leave shall not be granted before the employee has completed seven years' service.

- (ii) Where the employee of an employer who has taken long service leave in advance is subsequently terminated for serious and wilful misconduct before entitlement to long service leave has accrued, the employer may, from whatever remuneration is payable to the worker upon termination, deduct and withhold an amount equivalent to the amount paid to the employee in respect of the leave in advance.

(g) Definitions

- (i) For the purposes of this Clause the following definitions apply:

“Pay” means remuneration for an employee’s normal weekly hours of work calculated at the employee’s ordinary time rate of pay provided in Appendix 1 hereof at the time the leave is taken or (if the employee dies before the completion of leave so taken) as at the time of his or her death; and shall include the amount of any increase to the employee’s ordinary time rate of pay which occurred during the period of leave as from the date such increase operates.

“Month” shall mean a calendar month.

(h) Requests for alterations to payment and quantum of leave

- (i) At the request in writing of the employee, and then by agreement of the Employer, Long Service Leave entitlements may be taken as double the quantum of leave at half pay or half the quantum of leave at double pay.
- (ii) Where the employee is considering making such a request, the employer recommends that the employee seek independent financial advice as to the relevant taxation implications, if any, prior to making such a request.
- (iii) The Employer will provide to the employee in writing an indication of the payment and the tax payable as a result of the employee choosing either double the leave at half pay.

31. DISCIPLINARY PROCEDURE

- (a) Where disciplinary action may be necessary, the management representative shall notify the Employee of the issues in writing and the Employee will be given an opportunity to respond to these issues. In the event that the Employee’s response is unsatisfactory, a first warning in writing may be issued. This warning will be recorded on the Employee’s personnel file.

-
- (b) If there are further performance or conduct issues, the Employee will again be notified in writing of the matter and a response requested from the Employee. If appropriate, a second warning in writing will be given to the Employee and recorded on the Employee's personnel file.
 - (c) In the event that there are further performance or conduct issues, the Employee will again be notified in writing of the matter and a response requested. If appropriate, a final written warning will be issued to the Employee and recorded on the Employee's personnel file.
 - (d) In the event of further performance or conduct issues, then the Employee may be terminated after the matters have been investigated and reasons sought from the Employee.
 - (e) Notwithstanding the above process, for serious matters pertaining to conduct or performance the Employer may also issue a "final warning" in the first instance. A "final warning" shall be such that the employee is notified that in the event that there are further performance or conduct issues the employee may be terminated. Further, termination or summary dismissal of an Employee may still occur for acts of serious misconduct.
 - (f) During all steps in the Disciplinary Procedure, the Employee has the right to representation of his or her choice. The Employer may be represented by the representative of their choice. The procedure may be delayed due to the unavailability of the employee's chosen representative to a maximum of 10 days. However, in accordance with the principles of natural justice disciplinary matters are to be dealt with in a timely manner and the process will not be unreasonably delayed on account of the unavailability of the employee's chosen representative.
 - (g) Records relating to disciplinary procedures will be disregarded where a continuous period of 12 months elapses without further warning/s.
 - (h) This clause shall not apply until the Employee has completed a period of employment with the Employer of at least the minimum employment period as prescribed in the Fair Work Act 2009.

32. TERMINATION OF EMPLOYMENT

- (a) Notice of termination by the employer
 - (i) In order to terminate the employment of an employee the employer shall give to the employee the following notice:

Period of continuous service	Period of notice
Less than 3 years	2 weeks
3 years but less than 5 years	3 weeks

5 years and over

4 weeks

- (ii) In addition to the notice in (a)(i) hereof, employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, shall be entitled to an additional week's notice.
 - (iii) Payment in lieu of the notice prescribed in (a)(i) hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof at the employer's discretion.
 - (iv) The required amount of payment in lieu of notice must equal the amount that the employer would have been liable to pay the employee at the full rate of pay (as defined by the Act) for the hours the employee would have worked had the employment continued until the end of the minimum notice period.
 - (v) The period of notice in this clause does not apply:
 - (1) in the case of dismissal for serious misconduct;
 - (2) to employees engaged for a specific period of time or for a specific task or tasks;
 - (3) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
 - (4) to casual employees.
 - (vi) For the purposes of this clause, continuity of service shall be calculated in the manner prescribed in the Long Service Leave clause of this Agreement.
- (b) Notice of termination by the employee
- (i) The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned and for a period of continuous service of one year or less the employee shall only be required to provide one weeks' notice.

-
- (ii) Subject to financial obligations imposed on the employer by an Act, if an employee fails to give notice the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice in accordance with 324 1(b) of the Fair Work Act.

- (c) Time off work during notice period

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

33. HIGHER DUTIES

- (a) An employee engaged in any duties carrying a higher rate than the classification in which they are ordinarily employed in any one day or shift shall be paid at the higher rate for:
 - (i) the time so worked for two hours or less; or
 - (ii) the full day or shift where the time so worked exceeds two hours.

34. ON CALL

- (a) All employees required to be "on call" or who return to duty when off duty shall be paid, in addition to any other amount payable, an on-call allowance as set out in Appendix 1 per period of twelve hours or part thereof.
- (b) Any period of overtime involving a recall to duty during an off-duty period and which is not continuous with the next succeeding rostered period of duty shall be paid at a minimum of three hours at the appropriate overtime rate.
- (c) When recall work is necessary it should be so arranged that employees have at least ten consecutive hours off duty between successive shifts.
- (d) An employee, other than a casual, who works so much recall between the termination of their previous rostered ordinary hours and the commencement of the next succeeding rostered period of duty, that they would not have at least ten consecutive hours off duty between those times, shall subject to this subclause, be released after completion of such recall worked until they have had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- (e) If on the instructions of the employer, such an employee resumes or continues work without having had ten consecutive hours off duty they

shall be paid at the rate of double time until they are released from duty for such rest period and they shall then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

- (f) In the event of any employee finishing any period of overtime at a time when reasonable means of transport are not available for the employee to return to his or her place of residence the employer shall provide adequate transport free of cost to the employee.

35. VEHICLE ALLOWANCE

An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance as stated in Appendix 1.

Should an Employee be required to use his or her vehicle for transport from home to place of work and return outside of normal hours, the Employee is to be paid an allowance as stated in Appendix 1.

36. CLOTHING, EQUIPMENT AND TOOLS

- (a) Employees required by the employer to wear uniforms shall be supplied with an adequate number of such uniforms, overalls, caps, or aprons appropriate to the occupation free of cost to employees.
 - (i) Uniforms, overalls, caps or aprons shall remain the property of the employer and be laundered and maintained by such employer free of cost to the employee.
 - (1) In lieu of the provision of such caps and uniforms as the employer may, by agreement with the employee, pay such employee a uniform allowance as stated in Appendix 1 per day or part thereof on duty or per week whichever is the lesser amount. Where such employee's uniforms are not laundered by or at the expense of the employer, the employee shall be paid a laundry allowance as stated in Appendix 1 per day or part thereof on duty or per week whichever is the lesser amount.
 - (2) The uniform allowance but not the laundry allowance shall be paid during all absences on leave, except absences on long service leave and absence on sick leave beyond 21 days. Where, prior to the taking of leave, an employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave shall be the average of the allowance paid during the four weeks immediately preceding the taking of leave.

-
- (ii) Where an employer requires an employee to wear rubber gloves or special clothing and/or where safety appliances are required for the work performed by an employee, the employer must reimburse the employee for the cost of purchasing such special clothing or safety equipment.
 - (iii) The provisions of this Clause do not apply where the special clothing or safety equipment is paid for by the employer.

37. JURY SERVICE

- (a) An employee other than a casual employee, required to attend for jury service during his or her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of ordinary salary he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.
- (b) An employee shall notify his or her employer as soon as possible of the date upon which he or she is required to attend for jury service. Further the employee shall give his or her employer proof of his or her attendance at the court, the duration of such attendance and the amount received in respect of such jury service.

38. REDUNDANCY

- (a) 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.

Transfer to lower paid duties

- (b) Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

Severance pay

- (c) An employee is entitled to be paid redundancy pay by the employer if the employee's employment is terminated at the employer's initiative because the employer no longer required. In this scenario, in addition to the period of notice prescribed for termination, an employee whose employment is

terminated for reasons set out in paragraph (a) shall be paid the following amount of severance pay in respect of a period of continuous service.

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and over	16 weeks' pay

Definitions

- (d) "Week's pay" means the ordinary time rate of pay and current contracted hours for the employee concerned.

Employee Leaving During Notice Period

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

Alternative Employment

- (f) Where the Employer offers the Employee acceptable alternative employment and the employee refuses such an offer, no severance payment is payable, subject to an order of FWC.

Time off Period of Notice

- (g) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (h) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (i) This entitlement applies instead of clause 31(c).

Employees with Less Than One Year's Continuous Service

-
- (j) This clause does not apply to employees with less than one year's continuous service.

Employees Exempted

- (k) This clause shall not apply where employment has been terminated because the conduct of an employee justifies instant dismissal or in the case of casual employees, or employees engaged for a specific period of time or for a specified task or tasks, or in accordance with any exemption provisions of the *Fair Work Act 2009*.

39. DAYLIGHT SAVING

If an employee works on a shift during which time changes because of the introduction of, or cessation to, daylight saving, that employee shall be paid for the actual hours worked at the ordinary time rate of pay (including any shift penalties or allowances ordinarily payable in respect of this shift).

No overtime is payable for the additional hour worked because of daylight saving.

40. SALARY PACKAGING PROCEDURE

- (a) Permanent employees may be able to make voluntary pre-tax contributions or payments through a written salary packaging agreement between the employer and the employee. The employer will pay the salary package amount in accordance with the salary package agreement.
- (b) An employee may apply to have their ordinary time earnings reduced by an amount nominated by them as a salary package contribution for their benefit.
- (c) The total value of the reduced salary and the agreed value of the benefits provided will not be less than the amount that would otherwise be paid if the salary package arrangement was not in place.
- (d) The Employer recognises the need for employees to consider independent financial and taxation advice and recommend that employees consider such advice prior to entering into salary package arrangements.
- (e) In the event that the law governing superannuation and/or taxation make the objective of this clause ineffective, unattainable or illegal, the employer will advise the employee concerned. The salary sacrifice contribution arrangement will be terminated or amended to comply with such laws.
- (f) Unless otherwise agreed by the employer, an employee may revoke or vary their salary package contribution/payment by giving not less than one

month's written notice, provided the terms of any other agreement relating to the salary sacrifice benefit are met.

41. LETTER OF APPOINTMENT

Palliative Care South East agrees to the adoption of a standard employment letter, Appendix 2 refers.

42. ACCIDENT PAY

Any reference to the *Workplace Injury, Rehabilitation and Compensation Act 2013* in this clause shall be deemed to include a reference to the *Workers Compensation Act 1958*.

(a) Definitions

The words hereunder shall bear the respective definitions set out herein.

(i) Total Incapacity

Total incapacity In the case of an employee who is or deemed to be totally incapacitated within the meaning of the *Workplace Injury, Rehabilitation and Compensation Act 2013* (hereinafter referred to as the Act) and arising from an injury covered by this Clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under the Act for the week in question and the total 38 hour weekly rate and weekly over Agreement payment for a day employee which would have been payable under this part for the employee's normal classification of work for the week in question if she/he had been performing her/his normal duties provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

(ii) Partial incapacity

In the case of an employee who is or deemed to be partially incapacitated within the meaning of the Act and arising from an injury covered by this Clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under the Act for the period in question together with the average weekly amount the employee is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the Accident Compensation Conciliation Service (as it is currently known) or as agreed between the parties) and the total 38 hour weekly rate and weekly over-agreement payment for a day employee which would have been payable under this part for the employee's normal classification of work for the week in question if he had been performing his normal duties provided that such latter rate shall exclude additional

remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

(1) The total 38 hour weekly agreement rate and weekly over-agreement payment abovementioned shall be the same as that applying for a total incapacity provided that where an employee receives a weekly payment under this section and subsequently such payment is reduced pursuant to the Act such reduction will not increase the liability of the employer to increase the amount of accident pay in respect of that injury.

(2) For the purposes of the calculation of the total 38 hour weekly agreement rate and weekly over-agreement payment in (a)(i) and (a)(ii) payments made to an employee arising from a production incentive earnings scheme (whether arising from a payment by results, task or bonus scheme or however titled) shall not be taken into account.

(iii) Payment for part of a week

Where an employee receives accident pay and such pay is payable for incapacity for part of the week the amount shall be direct pro rata.

(iv) Injury shall be given the same meaning and application as applying under the *Act*, as amended from time to time and no injury shall result in the application of accident pay unless an entitlement exists under the Act.

(b) Qualification for payment

Always subject to the terms of this clause, an employee covered by this part shall upon receiving payment of compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the Act be paid accident pay by her/his employer who is liable to pay compensation under the Act, which said liability by the employer for accident pay may be discharged by another person on his behalf, provided that:

(i) Accident pay shall only be payable to an employee whilst such employee remains in the employment of the employer by whom she/he was employed at the time of the incapacity and then only for such period as she/he receives a weekly payment under the Act. Provided that if an employee on partial incapacity cannot obtain suitable employment from hers/his employer but such alternative employment is available with another employer than the relevant amount of accident pay shall be payable.

-
- (1) Provided further that in the case of the termination of employment by an employer of an employee who is incapacitated and who except for such termination would be entitled to accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where the termination is due to serious and/or wilful misconduct on the part of the employee.
- (2) In order to qualify for the continuance of accident pay on termination an employee shall if required provide evidence to his/her employer of the continuing payment of weekly employees compensation payments.
- (c) Accident pay shall not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then subject to (d) and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first two weeks.
- (i) Provided that as to industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration as provided in the Act such injuries or diseases shall not be subject to accident pay unless the employee has been employed with the employer at the time of the incapacity for a minimum period of one month.
- (d) Accident pay shall not apply in respect of any injury during the first five normal working days of incapacity.
- (i) Provided however that in the case of an employee who contracts an infectious disease in the course of duty and is entitled to receive workers compensation therefore shall receive accident pay from the first day of the incapacity.
- (e) Maximum period of payment
- The maximum period or aggregate of periods of accident pay to be made by an employer shall be a total of 39 weeks for any one injury as defined in (a)(iv)
- (f) Absences on other paid leave
- An employee shall not be entitled to payment of accident pay in respect of any period of other paid leave of absence.
- (g) Notice of injury
- An employee upon receiving an injury for which she/he claims to be entitled to receive accident pay shall give notice in writing of the said injury

to her/his employer as soon as reasonably practicable after the occurrence thereof provided that such notice may be given by a representative of the employee.

(h) Medical examination

- (i) In order to receive entitlement to accident pay an employee shall conform to the requirements of the Act as to medical examination.
- (ii) Where in accordance with the Act a medical referee gives a certificate as to the condition of the employee and her/his fitness for work or specifies work for which the employee is fit and such work is made available by the employer and refused by the employee or the employee fails to commence the work, accident pay shall cease from the date of such refusal or failure to commence the work.

(i) Cessation of weekly payments

Where there is a cessation or redemption of weekly compensation payments under the Act the employer's liability to pay accident pay shall cease as from the date of such cessation or redemption.

(j) Civil damage claims

- (i) An employee receiving or who has received accident pay shall advise her/his employer of any action she/he may institute or any claim she/he may make for damages. Further the employee shall, if requested, provide an authority to the employer entitling the employer to a charge upon any money payable pursuant to any judgement or settlement on that injury.
- (ii) Where an employee obtains a judgement or settlement for damages in respect of an injury for which she/he has received accident pay the employer's liability to pay accident pay shall cease from the date of such judgement or settlement provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the employer the employee shall pay to her/his employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.
- (iii) Where an employee obtains a judgement or settlement for damages against a person other than the employer in respect of an injury for which she/he has received accident pay the employer's liability to pay accident pay shall cease from the date of such judgement or settlement provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the employer the employee shall pay to her/his employer any amount of accident pay already

received in respect of that injury by which the judgement or settlement has not been so reduced.

(k) Insurance against liability

Nothing in this part shall require an employer to insure against her/his liability for accident pay.

(l) Variations in compensation rates

Any changes in compensation rates under the Act shall not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.

(m) Death of an employee

All rights to accident pay shall cease on the death of an employee.

(n) Commencement

This clause shall only apply in respect of incapacity arising from an injury occurring or recurring on or after August 1975.

43. WORKLOAD MANAGEMENT

(a) The Employer is committed to ensuring that staffing levels are appropriate, thus ensuring the delivery of quality care and keeping within the accreditation principles which take into account the level of care appropriate for the assessed needs of the client.

(b) Should any employee deem that the workloads are unreasonably heavy, on a regular basis, then they have a responsibility to discuss their concerns with their Manager. If appropriate action is not taken to address the workload issues, the Employee may utilise the dispute resolution procedure of this Agreement.

44. STAFF REPLACEMENT

(a) The Employer is committed to ensuring efficient flexible rostering of employee's dependent on the service requirements of the clients.

(b) Replacement of staff is determined on client requirements. Replacement will occur when the senior person on duty determines that replacement is required. The final decision in respect to staff replacement is the responsibility of management.

45. FLEXIBILITY ARRANGEMENTS

- (a) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (i) the agreement deals with 1 or more of the following matters:
 - (1) arrangements about when work is performed;
 - (2) overtime rates;
 - (3) penalty rates;
 - (4) allowances;
 - (5) leave loading; and
 - (ii) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (i); and
 - (iii) The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- (b) The employer must ensure that the terms of the individual flexibility arrangement:
- (i) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (ii) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- (c) The employer must ensure that the individual flexibility arrangement:
- (i) is in writing; and
 - (ii) includes the name of the employer and employee; and
 - (iii) 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
 - (iv) includes details of:
 - (1) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (2) how the arrangement will vary the effect of the terms; and
 - (3) 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
 - (v) states the day on which the arrangement commences.
- (d) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

-
- (e) The employer or employee may terminate the individual flexibility arrangement:
 - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the employer and employee agree in writing — at any time.

46. REPRESENTATIVE LEAVE

- a) Leave to attend trade union and union delegate courses/ seminars for individuals designated as Union representatives shall be as follows:
 - (i) To a maximum of five (5) days per year (1 January to 31 December) for the totality of all applications of paid trade union, union delegate training leave, attendance at association conferences, meetings and courses provided that:
 - (1) The scope, content and level of the courses are directed to the enhancement of the operation of the settlement of dispute procedures;
 - (2) That two (2) weeks' notice is provided to the employer;
 - (3) The approval of leave must have regard to the operational requirements of the employer;
 - (4) This leave shall be paid at the ordinary time rate of pay.
- b) Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.

47. BLOOD DONORS LEAVE

The Employer will release Employees upon request to donate blood where a collection unit is located on or adjacent to the premises.

48. CHILDCARE ALLOWANCE

- a) Where Employees are required by the Employer to work outside their ordinary rostered hours of work and where less than 24 hours' notice of the requirement to perform such overtime work has been given by the Employer, other than recall when placed on call, the Employee will be reimbursed for reasonable childcare expenses incurred.
- b) Evidence of expenditure incurred by the Employee must be provided to the Employer as soon as practicable after the working of such overtime.

49. HIGHER QUALIFICATIONS ALLOWANCE

- a) An employee who holds an additional post graduate qualification which is of direct relevant to his or her current position or functional work area, shall be paid an allowance of 7.5% of the UG1 Grade 1, Year 3 rate.
- b) An employee who holds a postgraduate masters degree which is of direct relevance to his or her current position or functional work area shall be paid an allowance of 8.5% of the UG1 Grade 1, Year 3 rate. The allowance is only payable for qualifications additional to those required for the purposes of registration.
- c) An employee who holds a doctorate which is of direct relevance to his or her current position or functional work area shall be paid an allowance of 10% of the UG1 Grade 1, Year 3 rate.
- d) The above allowances are to be paid during all periods of paid leave except personal leave beyond 21 days and long service leave.
- e) Sole allowance (Health Professional)

An Employee who is the only person employed in a health professional classification (eg. Music Therapist) shall be paid, in addition to their appropriate rate, an allowance per week as stated in Appendix 1.

50. STUDY LEAVE

- (a) Paid study leave will be available to all Employees employed in full-time and part-time employment at the Employer's discretion.
- (b) Paid study leave may be taken as agreed between the Employer and an Employee by, for example, 4 hours per week, 8 hours per fortnight or blocks of 38 hours at a residential school for post graduate study.
- (c) Having regard for the requirements set out at 50, an application for Study Leave by an employee, who has completed their established mandatory training, will be approved unless exceptional operational circumstances exist.
- (d) Employees employed in part-time employment will be entitled to paid study leave on a pro-rata basis according to the proportion of full-time hours worked by the Employee in a week.
- (e) An Employee wishing to take study leave in accordance with this clause must apply in writing to the Employer as early as possible prior to the proposed leave date. The Employee's request should include:

-
- (i) details of the course and institution in which the Employee is enrolled or proposes to enrol; and
 - (ii) details of the relevance of the course to the Employee's profession.
- (f) The Employer will notify the Employee of whether her or his request for study leave has been approved within 7 days of the application being made.
- (g) Leave pursuant to this clause does not accumulate from year to year.

51. CONFERENCE/SEMINAR LEAVE

- (a) All Employees employed in full-time and part-time employment are entitled to five days' (pro rata) paid study/conference/seminar leave per annum. The five days' paid study/conference/seminar leave will be based on the individual Employee's usual shift length.
- (b) Leave pursuant to this clause does not accumulate from year to year.
- (c) Study/conference/seminar leave may be taken:
- (i) to attend a health-related conference or seminar; or
 - (ii) for undertaking study in an area relevant to the role or organisation.
- (d) An Employee seeking leave in accordance with this clause can be requested to provide details of the conference/seminar name, venue and date/time. An Employee is not required to report back in any way or provide in-services following conference/seminar attendance.
- (e) Where possible the leave should be requested in writing 6 weeks in advance of the proposed leave date.
- (f) The approval of leave will not be unreasonably withheld provided the leave is for a health-related conference/seminar or for undertaking study if operational capacity is available
- (g) The Employer must, wherever possible, notify the Employee whether the leave will be granted within 7 days of the application being made.

52. LEAVE TO ENGAGE IN EMERGENCY RELIEF ACTIVITIES

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

-
- (i) time when the Employee engages in the activity;
 - (ii) reasonable travelling time associated with the activity;
 - (iii) reasonable rest time immediately following the activity.
- (b) An Employee who wants an absence from her or his employment to be covered by this clause must, as soon as practicable:
- (i) give her or his Employer notice of the absence;
 - (ii) advise the Employer of the period, or expected period of the absence.
- (c) An Employee who has given the Employer notice of an absence must give the Employer evidence that would satisfy a reasonable person that the absence is because the Employee has been or will be engaging in an eligible community service activity.

53. REVIEW OF GRADING

- (a) Where the nature of the work undertaken by an employee changes, such that the majority of the work regularly performed is work of a type normally associated with a higher classification and has been performed for a period of at least 3 months or where there has been a change in their Position Description, the employee may apply to have their position reclassified to the higher classification.
- (b) An application for re-grading by an employee must be made in writing.
- (c) The employer will respond to the request in writing within a reasonable timeframe, and where possible no less than one month after receiving the written request, indicating whether the application is approved or denied. Where an application for re-grading is unsuccessful the employer will also provide the employee with the reasons for the decision in writing
- (d) Simply performing more work at the same classification or different work at the same classification does not qualify for re-grading.
- (e) Factors with a bearing on the decision may include whether the changes:
 - (i) involve the exercise of skills, responsibility and/or autonomy normally undertaken at a higher classification and/or in the employee's present classification; and/or
 - (ii) are permanent or temporary

54. CONTINUING PROFESSIONAL DEVELOPMENT ALLOWANCE

- (a) Full time employees shall be entitled to a professional development allowance as stated at Appendix 1. This allowance will be pro rata for part time staff. The allowance will be paid on a six-monthly six-monthly basis commencing from the first pay period on or after 1 October 2019.
- (b) Part-time Employees will receive a pro rata amount based on normal hours at the time of payment of the allowance.
- (c) The Continuing Professional Development Allowance will be payable in respect of a particular year to any Employee who is employed by an Employer (and not on unpaid leave) on the date the payment is due as provided in paragraphs (a) and (b) above. For those Employees eligible to receive the allowance, payment shall be in accordance with Appendix 1.
- (d) The allowance is paid on the basis that it is to be fully expended on professional development and education expenses in each year.
- (e) Eligible Staff are to provide evidence receipts/invoices etc

55. E-LEARNING

- (a) The employer may require employees to complete core modules through e-learning and will pay employees for the approved time taken to complete this training.
- (b) E-learning modules will normally be completed within the ordinary working hours in the workplace. With prior approval from the line Manager (However titled) and the agreement of the employee, modules can be completed outside of working hours.
- (c) The employer will allocate an amount of time for the completion of each core module. When an employee completes a module outside of working hours, the employee will be paid at the applicable rate of pay for the allocated time taken to complete the module.
- (d) Where an employee finds that it takes more than the allocated time to complete a module, they should log out of the training (which will save it automatically) and bring this to the attention of their manager. The manager will take steps to ensure the employee is able to complete the training by:
 - (i) arranging for the module to be completed in working hours in the workplace and ensuring access to IT resources to allow this to occur; and/or
 - (ii) approving payment for additional time required to complete the module outside working hours. If an employee is still unable to

-
- (iii) complete the module after the additional time, they should again bring this to the attention of the manager; and / or taking steps to assist the employee to complete the modules (for instance by providing training on computer literacy or on increased proficiency in reading the English language).

56. CULTURAL AND CEREMONIAL LEAVE

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

57. FAMILY VIOLENCE LEAVE

The Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The Employer seeks to develop a supportive workplace in which victims of family violence can come forward for help and support.

a) Definition of Family Violence

The employer accepts the definition of Family violence as stipulated in the *Family Violence Protection Act 2008 (Vic)*. The definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

b) General Measures

- a. Proof of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, district nurse, maternal and health care nurse or a Family Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof.
- b. All personal information concerning family violence will be kept confidential in line with the Employer's Privacy Policy and relevant legislation.
- c. Contact officers from within the Human Resources team will be trained in family violence and privacy issues. The names of these contact officers will be made available within the workplace.
- d. An Employee experiencing family violence may raise the issue with their immediate supervisor/manager and/or the Human Resources contact officer. The supervisor/manager may seek advice from Human Resources if the Employee chooses not to see the Human Resources contact.
- e. Where requested by an Employee, the Human Resources contact will liaise with the Employee's supervisor/manager on the

Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with sub Clauses (i) and (iv).

c) Individual Support

i) In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, the employer will approve a request from an Employee experiencing family violence for the following, providing the request is reasonable in all the circumstances:

1. changes to their span of hours or pattern or hours and/or shift patterns;
2. job redesign or changes to duties within their skills and capabilities;
3. relocation to suitable employment within the workplace;
4. a change to their telephone number or email address to avoid harassing contact;
5. any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

(ii) An Employee experiencing family violence will be offered a referral to the Employee Assistance Program (EAP) and/or other local resources.

(iii) The Employer will make available a pack of resource information in regard to family violence and support services available. An Employee that discloses to Human Resources or their supervisor that they are experiencing family violence will be given a resource pack of information regarding support services.

(d) Leave

(i) The employer will provide employees who are victims of family violence and need time off work for medical or legal assistance, court appearances, counselling, relocation, or to make other safety arrangements with up to 12 days paid leave per annum.

(ii) This leave may be taken as consecutive or single days or as a fraction of a day. This leave will not be accrued.

(iii) The Employee will apply in advance for this leave wherever possible.

-
- (iv) An Employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children

58. TRANSITION TO RETIREMENT

- (a) An Employee may advise their Employer in writing of their intention to retire within the next five years and participate in a retirement transition arrangement.
- (b) Transition to retirement arrangements may be proposed and, where agreed, implemented as:
 - (i) a flexible working arrangement
 - (ii) in writing between the parties, or
 - (iii) any combination of the above.
- (c) A transition to retirement arrangement may include but is not limited to:
 - (i) a reduction in their EFT;
 - (ii) a job share arrangement;
 - (iii) working in a position at a lower classification or rate of pay
- (d) The Employer will consider, and not unreasonably refuse, a request by an Employee who wishes to transition to retirement:
 - (i) to use accrued Long Service Leave (LSL) or Annual Leave for the purpose of reducing the number of days worked per week while retaining their previous employment status; or
 - (ii) be appointed to a role which that has a lower hourly rate of pay or hours (post transition role), in which case:
 1. the Employer will preserve the accrual of LSL at the time of reduction in salary or hours; and
 2. where LSL is taken or paid out in lieu on termination, the Employee will be paid LSL hours at the applicable classification and grade, and at the preserved hours, prior to the post transition role until the preserved LSL hours are exhausted.

59. INCREMENTAL PROGRESSION

(a) Progression through Year Levels

Advancement by an Employee through the Experience increments (years) within a particular grade in the classification structure will occur upon the completion by the Employee of each 12 month period calculated from the Employee's commencement in a grade within the classifications irrespective of whether a 12 month period (or any part) was served as a full-time, part-time or casual Employee.

(b) Classification Change

An Employee's classification will be determined in accordance with the classification definitions in Schedule 1. There is no automatic progression from one classification grade to the next. An Employee may apply for reclassification to a higher grade and the Employer will determine their application in accordance with the classification definitions in Schedule 1.

(c) Overlapping Pay Points Between Grades

An Employee who moves to, is reclassified to or is appointed to a higher grade will be paid at the rate within that grade immediately above their previous rate of pay.

SCHEDULE 1: EMPLOYMENT CLASSIFICATIONS

ADMINISTRATIVE OFFICERS CLASSIFICATION STRUCTURES

ADMINISTRATION OFFICER GRADE 1

Description

Positions at the Grade 1 level are regarded as base grade administrators or operators within a defined activity.

Work Level Standard

- Grade 1 level positions require knowledge associated with several years' experience or technical training. They require performance of related tasks within a defined area of activity which have clearly defined objectives. They require the ability to obtain cooperation to comply with technical and administrative arrangements, or to provide information and advice to members of the public consistent with organisational guidelines.
- There are established procedures for performing tasks. Positions are well defined, with standardised procedures, although the tasks performed may require the use of a number of accepted methods or systems. The most suitable course of action is selected from a limited range and effective choice is guided by precedent or rule and can be learned.
- The positions' progress is closely monitored against standards, targets or budgets, though there is limited flexibility in the means of achieving these. The positions report frequently on work progress and/or receive instructions which determine the work program and the standards to be achieved. The positions are required to analyse situations or information, clearly and accurately communicate information, or make recommendations to peers or immediate supervisors.

Typical Role/Duties

- Prepare statistical reports and summaries and monitor and check accuracy of reports;
- Monitor daily billings and collections by cashiers and banking;
- Process standard claim forms, ensuring that all legislated procedural requirements are met;
- Train new Employees in basic clerical or administrative functions;
- Follow progress of invoices, orders or payments to ensure action occurs as specified in these documents;
- Undertake enquiries related to work area; for example the availability of ordered stock, the best available price for ordered items, overdue accounts;
- Maintain accurate and effective filing systems;

-
- Receive and manage initial calls and enquiries from patients, their carers and families;
 - Communicate with external bodies such as GPs, referring bodies, hospitals, health providers;
 - Prepare minutes and agendas, and coordinate meeting dates for committee meetings.

ADMINISTRATION OFFICER GRADE 2

Description

- Positions at this level are regarded as supervisory positions coordinating a small work group; or
- As an entry level specialist role within a particular technical or professional area; or
- Experienced operators within a specific activity.

Work Level Standard

- Undertaking Certificate/Diploma level in accordance with the Australian Quality Training Framework or equivalent. Grade 2 positions require technical/administrative training with several years' experience, or equivalent work experience. They require supervisory or technical leadership within one or two activities which have well defined objectives. Good persuasive skills are required to obtain cooperation in the achievement of objectives or for the communication of technical or administrative information.
- Positions are clearly defined and procedures established and standardised, however there is a range of varied techniques and methods available to perform work. Election of the most suitable courses of action is aided by rules, guides, procedures or precedent.
- Although the positions' work progress is closely monitored against standard, budgets or targets, there is some flexibility in the means for achieving these. The positions generally report frequently on progress and performance. Supervisory positions may share accountability for actions or decisions with peers or line management, while technical or professional specialists are one of a number of sources which analyse and provide advice or a specialised service.

Typical Role/Duties

- Supervise the day to day activities of a small group of staff (relative to the size of the organisation) within a specified function (e.g. payroll, patient accounts);
- Liaise with immediate supervisor and middle management level positions to seek and provide information;

-
- Establish and maintain appropriate work patterns and procedures for the function supervised;
 - Administer the function to ensure current policy and procedures are understood and adhered to;
 - Prepare reports for use by management;
 - Liaise and consult with external agencies with regard to routine transactions;
 - Liaise with patients/clients to obtain information and discuss problems in relation to routine transactions;
 - Liaise with suppliers for the routine purchase and delivery of health service supplies.

ALLIED HEALTH ASSISTANT

Allied Health Assistants work under the direct supervision of health care professionals to provide therapeutic and program related support in a variety of assistant roles.

They support the delivery of allied health services, under the direction of Allied Health Professionals. The work alongside a number of allied health professionals such as occupational therapy, social work and counsellors or they may be employed specifically with one occupational group.

An employee at this level:

- is capable of functioning semi autonomously, and prioritising their own work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability;
- works either individually or in a team;
- in the case of an administrative/clerical employee, requires a comprehensive knowledge of medical terminology and/or a working knowledge of health insurance schemes;
- may require basic computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem-solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- requires substantial on-the-job training and may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

HEALTH PROFESSIONAL CLASSIFICATION STRUCTURE

Music Therapist

Music Therapist Grade 1 (Qualified)

An Employee employed as such with a tertiary degree or an equivalent qualification in the field of music therapy or such course recognised by the Australian Music Therapy Association as being equivalent.

Music Therapist Grade 2

A Music Therapist who is required to undertake additional responsibilities, for example:

- Teaching Music Therapy students;
- Being required to take charge of a Music Therapy section of the therapy department; or
- Holding an equivalent position at a smaller establishment, such as a day hospital/centre, nursing home or community health service.
- The primary or sole practitioner in the service

Art Therapist

Art Therapist Grade 1 (Qualified)

An Employee employed as such with a tertiary degree or an equivalent qualification in the field of Art therapy or such course recognised by the relevant Art Therapy Association as being equivalent.

Art Therapist Grade 2

An Art Therapist who is required to undertake additional responsibilities, for example:

- Teaching Art Therapy students;
- Being required to take charge of a Art Therapy section of the therapy department; or
- Holding an equivalent position at a smaller establishment, such as a day hospital/centre, nursing home or community health service.

The primary or sole practitioner in the service

Occupational Therapy

Occupational Therapist Grade 1 (Qualified)

An Employee employed as such who holds a Bachelor of Applied Science (Occupational Therapy) or equivalent or who is a graduate of an Occupational Therapy Training Centre recognised by both or either of the Australian Association of Occupational Therapists Victoria and the World Federation of Occupational Therapists.

Occupational Therapist Grade 2

An Occupational Therapist who is required to undertake additional responsibilities, for example:

- Teaching Occupational Therapy students; or
- Is required to take charge of a section of the Occupational Therapy Department; or
- Holds an equivalent position at a smaller establishment, such as a day hospital/centre, nursing home or community health service.

Senior Clinician, Occupational Therapist (Grade 3)

- An Occupational Therapist with at least 7 years' experience, possessing specific knowledge in a branch of the profession and working in an area that requires high levels of specialist knowledge as recognised by the Employer.
- A Senior Clinician, Occupational Therapist Grade 3, may also be required to undertake administrative work and/or manage/supervise staff.
- Parameters of this position would include some of the following: consultative role, lecturing in their clinical speciality, teaching under graduates and/or post-graduate students and providing education to staff from other disciplines.
- In addition to other descriptors, a Grade 3, Senior Clinician, Occupational Therapist however characterised in a community health or similar setting can manage multidisciplinary and/or discipline specific health professional staff and/or other staff.

SOCIAL/WELFARE CLASSIFICATION STRUCTURE

PASTORAL CARE

(a) Pastoral Care Worker

An employee employed as a Pastoral Care Worker with relevant qualifications who meets the requirement to practise as a pastoral care worker (where

appropriate in accordance with their professional association's rules and be eligible for membership of their professional association) or such qualification as deemed acceptable by the employer.

A pastoral care professional at this level works independently and is required to exercise independent judgment on routine matters. They work under the general direction of the relevant service manager.

COMMUNITY LIAISON OFFICER

An employee employed as a Community Liaison Officer with relevant qualifications and/or experience as deemed acceptable by the employer. A Community Liaison Officer performs work including but not limited to; planning, organizing, directing and coordinating a volunteer services program in which a wide range of activities and services are conducted. Tasks may also include determining volunteer service needs, recruiting, training and supervising volunteers, arranging special events and field trips for clients and developing program related policies, procedures and guidelines. They work under the general direction of the relevant service manager

WELFARE WORKER

An employee employed as a Welfare Worker with relevant qualifications and/or experience as deemed acceptable by the employer. A welfare worker performs work including but not limited to: collection and provision of information related to benefits and services, community resources available to clients, assistance in the resolution of specified problems and referral and liaison to other agencies involved in community work. They work under the general direction of the relevant service manager.

COUNSELLOR

Counsellor—Grade 1

Positions at grade 1 are regarded as entry level Counsellors and for initial years of experience and for the early stages of the career of a Counsellor.

Grade 1 is generally entry level for new graduates who meet the requirement to practise as a Counsellor who hold a qualification for their profession (where appropriate in accordance with their professional association's rules and be eligible for membership of their professional association.

A Counsellor Grade 1 predominately works independently and is required to exercise independent judgement on routine matters. They work under the general direction of the relevant team leader and or service manager who they can seek support from when required.

Indicative tasks for a Grade 1 Counsellor include provision of grief and bereavement counselling services to clients and referral and liaison to other professionals and agencies where appropriate.

A Grade 1 will demonstrate a commitment to continuing professional development.

Counsellor—Grade 2

A Counsellor at this grade works independently and is required to exercise independent judgment on routine matters. They may require professional supervision from more senior members of the profession or health team when performing novel, complex, or critical tasks.

A Grade 2 Counsellor will actively contribute to and participate in quality improvement activities, research, policies and procedures, and/or provide clinical supervision including supervising Grade 1 employees.

A Grade 2 will demonstrate a commitment to continuing professional development.

SOCIAL WORKER

Social Worker—Grade 1

Positions at grade 1 are regarded as entry level Social Workers and for initial years of experience and early stages of a career of a Social Worker.

Grade 1 is generally entry level for new graduates who hold a qualification for their profession that makes them eligible for membership of the Australian Association of Social Work.

A Social Worker Grade 1 predominately works independently and is required to exercise independent judgement on routine matters. They work under the general direction of the relevant team leader and or service manager who they can seek support from when required.

Indicative tasks for Social Workers at Grade 1 include the provision of counselling services to clients and referral and liaison to other professionals and agencies where appropriate.

A Grade 1 will demonstrate a commitment to continuing professional development.

Social Worker—Grade 2

A Social Worker at this grade works independently and is required to exercise independent judgment on routine matters. They may require professional supervision from more senior members of the profession or health team when performing novel, complex, or critical tasks.

A Grade 2 Social Worker will actively contribute to and participate in, quality improvement activities, research, policies and procedures, and/or provide clinical supervision including supervising Grade 1 employees.

A Grade 2 will demonstrate a commitment to continuing professional development.

QUALITY AND INFORMATICS COORDINATOR

Quality and Informatics Coordinator

An employee employed as a Quality Coordinator or so named who holds relevant tertiary qualifications as recognised by the employer.

The Quality and Informatics Coordinator (QIC) ensures the successful coordination of the continuous improvement program of the organisation incorporating Accreditation.

APPENDIX 1: WAGE RATE SCHEDULE

	Current	FFPPOA 1.10.19	FFPPOA 1.10.20	FFPPOA 1.10.21	FFPPOA 1.10.22
Classification		3%	3%	3%	3%
<u>Social/Welfare Employees</u>	-				
Welfare Worker					
Year 1	1234.84	1271.89	1310.04	1349.34	1389.82
Year 2	1258.02	1295.76	1334.63	1374.67	1415.91
Year 3	1281.21	1319.65	1359.24	1400.01	1442.01
Social Worker Grade 1					
Year 1	1424.21	1466.94	1510.94	1556.27	1602.96
Year 2	1448.00	1491.44	1536.18	1582.27	1629.74
Year 3	1471.79	1515.94	1561.42	1608.26	1656.51
Year 4	1495.58	1540.45	1586.66	1634.26	1683.29
Year 5	1519.37	1564.95	1611.90	1660.26	1710.06
Year 6	1543.16	1589.45	1637.14	1686.25	1736.84
Year 7	1566.95	1613.96	1662.38	1712.25	1763.62
Social Worker Grade 2					
Year 1	1543.16	1589.45	1637.14	1686.25	1736.84
Year 2	1568.62	1615.68	1664.15	1714.07	1765.50
Year 3	1594.50	1642.34	1691.61	1742.35	1794.62
Year 4	1620.81	1669.43	1719.52	1771.10	1824.24
Community Liaison officer					
Year 1	1319.42	1359.00	1399.77	1441.77	1485.02
Year 2	1342.60	1382.88	1424.36	1467.10	1511.11
Year 3	1365.79	1406.76	1448.97	1492.44	1537.21
Counsellor Grade 1					
Year 1	1378.01	1419.35	1461.93	1505.79	1550.96
Year 2	1401.19	1443.23	1486.52	1531.12	1577.05
Year 3	1424.38	1467.11	1511.12	1556.46	1603.15
Year 4	1447.58	1491.01	1535.74	1581.81	1629.26
Year 5	1470.79	1514.91	1560.36	1607.17	1655.39
Year 6	1494.01	1538.83	1585.00	1632.55	1681.52
Year 7	1517.25	1562.77	1609.65	1657.94	1707.68

Counsellor Grade 2					
Year 1	1494.01	1538.83	1585.00	1632.55	1681.52
Year 2	1518.66	1564.22	1611.15	1659.48	1709.27
Year 3	1543.72	1590.03	1637.73	1686.86	1737.47
Year 4	1569.19	1616.27	1664.75	1714.70	1766.14
Pastoral Care Worker					
Year 1	1280.99	1319.42	1359.00	1399.77	1441.77
Year 2	1303.50	1342.61	1382.88	1424.37	1467.10
Year 3	1326.01	1365.79	1406.76	1448.97	1492.44
Allied Health Assistant					
Year 1	852.40	877.97	904.31	931.44	959.38
Year 2	862.50	888.38	915.03	942.48	970.75
Year 3	891.70	918.45	946.00	974.38	1003.62
Year 4	939.80	967.99	997.03	1026.94	1057.75
Health Professionals					
Occupational Therapists Grade 1					
Year 1	1145.21	1179.57	1214.95	1251.40	1288.94
Year 2	1217.58	1254.11	1291.73	1330.48	1370.40
Year 3	1279.48	1317.86	1357.40	1398.12	1440.07
Year 4	1351.70	1392.25	1434.02	1477.04	1521.35
Year 5	1416.68	1459.18	1502.96	1548.04	1594.49
Year 6	1481.17	1525.61	1571.37	1618.51	1667.07
Year 7	1518.20	1563.75	1610.66	1658.98	1708.75
Occupational Therapists Grade 2					
Year 1	1481.17	1525.61	1571.37	1618.51	1667.07
Year 2	1556.47	1603.16	1651.26	1700.80	1751.82
Year 3	1627.94	1676.78	1727.08	1778.89	1832.26
Year 4	1727.27	1779.09	1832.46	1887.43	1944.06
Senior Clinician, Occupational Therapist Grade 3					
Year 1	1796.26	1850.15	1905.65	1962.82	2021.71
Year 2	1859.51	1915.30	1972.75	2031.94	2092.89
Year 3	1909.09	1966.36	2025.35	2086.11	2148.70
Year 4	2014.60	2075.04	2137.29	2201.41	2267.45

Music Therapists Grade 1					
Year 1	1145.21	1179.57	1214.95	1251.40	1288.94
Year 2	1217.58	1254.11	1291.73	1330.48	1370.40
Year 3	1279.58	1317.97	1357.51	1398.23	1440.18
Year 4	1357.70	1398.43	1440.38	1483.60	1528.10
Year 5	1416.68	1459.18	1502.96	1548.04	1594.49
Year 6	1481.17	1525.61	1571.37	1618.51	1667.07
Year 7	1518.20	1563.75	1610.66	1658.98	1708.75
Music Therapists Grade 2					
Year 1	1481.17	1525.61	1571.37	1618.51	1667.07
Year 2	1556.47	1603.16	1651.26	1700.80	1751.82
Year 3	1627.94	1676.78	1727.08	1778.89	1832.26
Year 4	1727.94	1779.78	1833.17	1888.17	1944.81
Art Therapists Grade 1					
Year 1	1179.57	1214.96	1251.41	1288.95	1327.62
Year 2	1254.10	1291.72	1330.47	1370.39	1411.50
Year 3	1317.86	1357.40	1398.12	1440.06	1483.26
Year 4	1398.43	1440.38	1483.59	1528.10	1573.95
Year 5	1459.18	1502.96	1548.04	1594.49	1642.32
Year 6	1525.60	1571.37	1618.51	1667.06	1717.08
Year 7	1563.75	1610.66	1658.98	1708.75	1760.01
Art Therapists Grade 2					
Year 1	1525.60	1571.37	1618.51	1667.06	1717.08
Year 2	1550.77	1597.29	1645.21	1694.57	1745.41
Year 3	1576.36	1623.65	1672.36	1722.53	1774.21
Year 4	1602.37	1650.44	1699.95	1750.95	1803.48
<u>Quality and informatics Coordinator</u>					
<u>Year 1</u>	1290.99	1329.72	1369.61	1410.70	1453.02
<u>Year 2</u>	1308.29	1347.54	1387.96	1429.60	1472.49
<u>Support Services</u>					
Administrative Officer					
Grade 1	1102.44	1135.51	1169.58	1204.67	1240.81
Grade 2	1259.50	1297.29	1336.20	1376.29	1417.58
Health Professional Allowances					
Higher Qualification Allowance					

Post Grad Qualification	108.00	111.24	114.58	118.01	121.55
Masters	122.41	126.08	129.86	133.76	137.77
Doctorate	144.01	148.33	152.78	157.36	162.08
Shift Allowances					
Morning	27.29	31.38	36.09	41.50	47.73
Afternoon	27.29	31.38	36.09	41.50	47.73
On Call					
Weekday	29.26	30.14	31.04	31.97	32.93
Public Holiday	58.58	60.34	62.15	64.01	65.93
Laundry Allowance					
Per Day	0.43	0.44	0.46	0.47	0.48
Per Week	2.14	2.20	2.27	2.34	2.41
Uniform Allowance					
Per Day	1.79	1.84	1.90	1.96	2.01
Per Week	8.99	9.26	9.54	9.82	10.12
Meal Allowance	14.83	15.27	15.73	16.21	16.69
Sole Allowance	54.53	56.17	57.85	59.59	61.37
Vehicle allowance	0.88	0.91	0.93	0.96	0.99
Support Services Allowance					
Shift Allowances					
Morning	27.46	31.58	36.32	41.76	48.03
Afternoon	27.46	31.58	36.32	41.76	48.03
On Call					
Weekday	20.26	20.87	21.49	22.14	22.80
Public Holiday	40.86	42.09	43.35	44.65	45.99
Meal Allowance					
After 1 hour of shift	10.47	10.78	11.11	11.44	11.78
After 4 hours of shift	8.55	8.81	9.07	9.34	9.62
After 5 hours on a Sat, Sun or RDO	10.47	10.78	11.11	11.44	11.78
After 9 hours on a Sat, Sun or RDO	8.55	8.81	9.07	9.34	9.62
CI 51 refers	Per annum (payable in two instalments) ***				
CPD Allowance	\$844.13	869.45	895.54	922.40	950.08

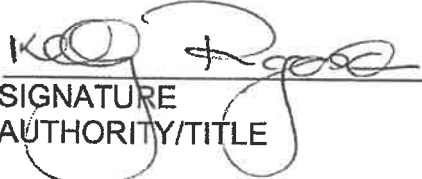
*** Continuing Professional Development Allowance payable in two equal instalments on 1 October and 1 April of each year

APPENDIX 2: LETTER OF APPOINTMENT

The letter of appointment will contain the following information:

1. Name of employer.
2. Employee's classification
3. The workplace/location where the person is to be situated.
4. The name of the Agreement which contains their terms and conditions of employment.
5. Their mode of employment, ie: whether full-time/part-time or bank.
6. Fortnightly hours will be and for part-time (by mutual agreement) additional shifts may be added. Shifts will be worked in accordance with roster. Payment of additional shifts will not be at casual rates. If you agree to work regular additional shifts your letter of appointment will be varied accordingly.
7. Specified employment is ongoing unless a valid fixed term appointment is proposed.
8. Date of commencement.
9. Acknowledgment (where applicable) of prior service/entitlements to sick leave, long service, etc.
10. Other information as required depending on the nature of the position.
11. Relevant qualifications and allowances payable.

I am authorised to sign this Agreement on behalf of PALLIATIVE CARE SOUTH EAST


SIGNATURE
AUTHORITY/TITLE

Kelly Rogers
PRINT NAME AND
Chief Executive Officer

Address:

Date

I am authorised to sign this Agreement as the nominated employee representative on behalf of the VAHPA


SIGNATURE
AUTHORITY/TITLE

Craig McGregor
PRINT NAME AND
Secretary VAHPA

Address: 351 William Street
VIC, 3003

Date

05/03/2020

FAIR WORK COMMISSION

MATTER NO: AG2020/570

APPLICANT: Palliative Care South East

UNDERTAKINGS

I, Kelly Rogerson, Chief Executive Officer, give the following undertakings on behalf of the Applicant employer, in accordance with section 190 of the Fair Work Act 2009, in regard to the *Palliative Care South East Health Professionals and Support Services Enterprise Agreement 2019 (Agreement)*:

1. Clause 25(e) of the Agreement is amended (as underlined):

Seven-day shift workers

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

- (i) A shift worker who during the year in which his or her annual leave accrues is rostered to work for four hours or more on 10 or more weekends in that year; or*
- (ii) An employee who is regularly rostered to work Sundays and public holidays;*

shall be entitled to one week's (five consecutive days) annual leave in addition to the leave prescribed in (a).

2. Clause 8(i) is amended and replaced with the following:

Shift Worker is an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work of a day worker. The ordinary hours of work for a day worker will be worked between 6.00am and 6.00pm Monday to Friday.

3. Clause 23(c) of the Agreement is amended to include the following additional subclause (iv):

(iv) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 23(c) applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.



Kelly Rogerson
Chief Executive Officer

Date: 03/04/2020