



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Palliative Care South East Ltd.
(AG2023/4780)

PALLIATIVE CARE SOUTH EAST HEALTH PROFESSIONALS AND SUPPORT SERVICES ENTERPRISE AGREEMENT 2023

Health and welfare services

COMMISSIONER YILMAZ

MELBOURNE, 22 DECEMBER 2023

Application for approval of the Palliative Care South East Health Professionals and Support Services Enterprise Agreement 2023

[1] An application has been made for approval of an enterprise agreement known as the *Palliative Care South East Health Professionals and Support Services Enterprise Agreement 2023* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Palliative Care South East Ltd. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 are relevant to this application for approval and have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in ss.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[3] The Health Services Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[4] The Agreement is approved and in accordance with s.54, will operate from 29 December 2023. The nominal expiry date of the Agreement is 30 September 2027.



COMMISSIONER

[2023] FWCA 4438

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PALLIATIVE CARE SOUTH EAST

**HEALTH PROFESSIONALS AND SUPPORT SERVICES
ENTERPRISE AGREEMENT**

2023

ENTERPRISE AGREEMENT

1. ARRANGEMENT

The Agreement is arranged as follows:

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2. NAME OF THE AGREEMENT

This enterprise agreement shall be called the *Palliative Care South East Health Professionals and Support Services Enterprise Agreement 2023* ('the Agreement').

3. COVERAGE

(a) This Agreement shall cover:

(i) Palliative Care South East (ACN: 64 725 842 484); and

(ii) Health professionals and support services staff employed by Palliative Care South East as classified in Schedule 1 of this Agreement.

(b) This Agreement is made under section 172 of the Fair Work Act 2009 (Cth) (the Act). The Employer will take the necessary steps to seek approval of this Agreement under section 186 of the Act.

(c) The Employer will formally advise the HSU that the Agreement is made in order for the HSU to apply under section 183 of the Act to be covered by the Agreement.

(d) It is the intention of this Agreement that the HSU 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 have a nominal expiry date of 30 September 2027.

The parties agree that discussions shall commence for a new Agreement no later than six (6) 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 NES are provided for under the Act. 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) **Act** shall mean the *Fair Work Act 2009* (Cth), as amended.
- (b) **ADO** means accrued day off.
- (c) **Agreement** means the *Palliative Care South East Health Professionals and Support Services Enterprise Agreement 2023*.
- (d) **Award** means the *Health Professionals and Support Services Award 2020*.
- (e) **“Base rate”** for the purposes of the calculation of relevant allowances shall be as follows:
 - (i) Support Services Employees – Administration Officer Year 1
 - (ii) Occupational Therapists, Art Therapists and Music Therapists - Year 1
 - (iii) Palliative Care Social Worker Year 1
 - (iv) Palliative Care Counsellor Year 1
 - (v) All other classifications – Year 1 of the lowest classification
- (f) **Employee** means a person employed by the Employer in a classification defined in Schedule 1 of this Agreement.
- (g) **Employer** shall mean Palliative Care South East.
- (h) **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.
- (i) **FWC** shall mean the Fair Work Commission.
- (j) **Fund** means:

- (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) Aware 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.
- (k) **HSU** or **Union** means the Health Services Union. The Victorian Allied Health Professionals Association (**VAHPA**) is a branch of the HSU.
- (l) **immediate family** of a person means:
- (i) a spouse, de facto partner (or former de facto partner), child, parent, grandparent, grandchild or sibling of the person; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner (or former de facto partner) of the person.
 - (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 person.
- (m) **LSL** means long service leave.
- (n) **NES** means the National Employment Standards as contained in sections 59 to 131 of the Act.
- (o) **Ordinary rate of pay** means the amount of money an employee would ordinarily get paid for the ordinary hours worked. This does not include additional amounts for overtime, penalties, allowances or loadings.
- (p) **Primary Carer** means the person who is the primary carer of a newborn or newly adopted child. The primary carer is the person who meets the child's physical needs more than anyone else. Only one person can be a child's primary carer for the purposes of accessing the paid parental leave for the primary carer.

- (q) **Secondary Carer** means the spouse or domestic partner of a child's primary carer.
- (r) **Shift worker** means 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 14.
- (s) **WIRC Act** means the *Workplace Injury, Rehabilitation and Compensation Act 2013* (Vic).

9. CONSULTATION REGARDING CHANGE

- (a) This clause 9 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.
- (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 9(b), (c) and (e) are taken not to apply.
- (i) In this clause 9, 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.

Changes to regular roster or ordinary hours of work

- (j) For a change referred to in subclause 9(a)(ii):
 - (i) the Employer must notify the relevant employees of the proposed change; and
 - (ii) subclauses 9(k) to (p) apply.
- (k) The relevant employees may appoint a representative for the purposes of the procedures in relation to a change referred to in subclause 9(a)(ii).
- (l) 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.
- (m) As soon as practicable after proposing to introduce the change, the Employer must:
 - (i) discuss with the relevant employees the introduction of the change;
 - (ii) for the purpose of the discussion – provide to the relevant employees:
 - (1) all relevant information about the change, including the nature of the change;
 - (2) information about what the Employer reasonably believes will be the effects of the change on the employees; and
 - (3) information about any other matters that the Employer reasonably believes are likely to affect the employees;
 - (iii) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (iv) consider any views given by the employees about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (n) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (o) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

- (p) In this clause 9, relevant employees means the employees who may be affected by a change referred to in subclause 9(a).

10. DISPUTE RESOLUTION PROCEDURE

- (a) In the event of a dispute in relation to a matter arising under this Agreement, the 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 employee, 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, the NES, a request for flexible working arrangements or a request to extend parental leave beyond 12 months 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 FWC.
- (d) The FWC may deal with the dispute in 2 stages:
 - (i) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (ii) if the FWC is unable to resolve the dispute at the first stage, the FWC will then:
 - (1) arbitrate the dispute; and
 - (2) make a determination that is binding on the parties.

If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- (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 10(e). Health and safety matters are exempted from this subclause 10(e).

- (f) The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this clause 10.

11. WAGES

- (a) The wages provided for in this Agreement will increase as follows:
 - (i) 3% back-paid from the beginning of the first full pay period to commence on or after 1 October 2023.
 - (ii) 3% payable from the beginning of the first full pay period to commence on or after 1 October 2024.
 - (iii) 3% payable from the beginning of the first full pay period to commence on or after 1 October 2025.
 - (iv) 3% payable from the beginning of the first full pay period to commence on or after 1 October 2026.
- (b) The wage increases referred to in subclause 11(a) shall be absorbed into any wage payment made to the employee beyond the minimum rates contained within this Agreement.
- (c) Any further wage increase shall be at the discretion of the Employer, unless the rate of pay falls below the Award rate, where in such circumstances the rate of pay shall default to the minimum rate prescribed in accordance with the relevant Award rate.
- (d) 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* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth). This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- (b) In addition to the Employer's statutory contributions to the Fund an employee may make additional contribution from their salary, and on receiving written authorisation from the employee the Employer must commence making contributions to the Fund in accordance with the *Superannuation Guarantee Charge Act 1992* (Cth).
- (c) Upon commencement of employment, the Employer 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 Employer shall forward contributions and employee details to Aware Super ("**the Default Fund**") or where required by superannuation legislation to the employee's stapled superannuation fund. The Default Fund offers a MySuper Product.
- (d) Superannuation fund payments will be made in accordance with trust fund deeds.
- (e) 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 (4) week period or, by mutual agreement, in a five (5) week period in the case of an employee working ten hour shifts and shall be worked either:
 - (b) in five (5) days in shifts of not more than eight (8) hours each; or
 - (c) in a fortnight of 76 hours in 10 shifts of not more than eight (8) hours each; or
 - (d) in 152 hours per four (4) week period to be worked as nineteen shifts each of eight (8) hours;
 - (i) in four (4) days in shifts of not more than ten (10) hours each; or

- (ii) in a fortnight of 76 hours in eight (8) shifts of not more than ten (10) hours each;

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

- (e) With the exception of a meal interval and rest breaks in accordance with this Agreement, the work of each shift shall be continuous. That is the Employer will not require an employee to work broken shifts. For the avoidance of doubt, this subclause 14(e) does not prevent an employee from making a request to the Employer to work a broken shift.
- (f) Provided that any employee required to work more than six consecutive days of ordinary duty without 24 hours off duty shall be paid for the seventh and any further consecutive day of ordinary duty worked at the rate of treble time until they have been given 24 hours off duty.
- (g) For the purposes of this Clause 14 the working week shall commence at midnight on a Sunday.
- (h) The ordinary hours of work for an employee who is a day worker will be worked between 6.00am and 6.00pm Monday to Friday.

15. ACCRUED DAY OFF (ADO)

- (a) All full-time employees are entitled to apply for a work arrangement in accordance with subclause 15(b) below, which provides for an 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 two (2) hours per week, to facilitate one (1) ADO after every four (4) weeks of service.
- (c) An ADO may be implemented via an employee working no more than 19 days in a four-week period of 152 hours.
- (d) The maximum ADOs will be 13 in any calendar year.
- (e) Accrued days off are to be taken as single days on a rostered basis (i.e. one (1) ADO in each 28 day cycle) or as agreed between the Employer and employee.
- (f) 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.

- (g) 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 paid on termination will be reduced by the total ADOs or portion taken in advance; or
 - (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 of 38 hours in any one week. Where the employee is employed on a part-time basis, they 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 (4) 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 23 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 eight (8) hours (or 10 hours if the employee's rostered ordinary hours are 10 for that shift), per day, or 76 hours per fortnight will be paid at the rate of time and a half for the first two (2) hours and double time thereafter, except on Saturdays and Sundays when overtime will be paid for at the rate of double time, and on public holidays when overtime will be paid 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 the Employer in accordance with the Employer's requirements, without the requirement of prior notice by either party.
- (b) A casual employee can be engaged to work up to and including 38 ordinary hours per week.
- (c) A casual employee shall be paid for all work done on weekdays an amount equal to one thirty-eighth of the weekly wage appropriate to the employee's classification per hour plus 25% 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%. 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%.
- (d) A casual employee who works in excess of 10 hours on a shift, 38 hours in a week or 76 hours in a fortnight will be entitled to the following rates:
 - (i) Monday to Friday— an amount equal to one thirty-eighth of the weekly wage appropriate to the employee's classification per hour plus 87.5% for the first 2 hours and an amount equal to one thirty-eighth of the weekly wage appropriate to the employee's classification per hour plus 150% after two (2) hours;
 - (ii) Saturday and Sunday— an amount equal to one thirty-

eighth of the weekly wage appropriate to the employee's classification per hour plus 150%; and

- (iii) Public Holidays— an amount equal to one thirty-eighth of the weekly wage appropriate to the employee's classification per hour plus 212.5%.
- (e) A casual employee shall be entitled to receive the appropriate uniform and other allowances contained in this Agreement.
- (f) 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.
- (g) The minimum engagement for a casual employee will be three (3) hours.
- (h) Right to request casual conversion

Offers and requests for conversion from casual employment to full-time or part-time employment are provided for and will be in accordance with the NES.

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 (7) days' notice shall be given of a change in roster.
- (c) Where an Employer requires an employee, without seven (7) days' notice and outside the circumstances prescribed in subclause 19(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 at subclause 8(e).
- (d) Provided that a part-time employee who agrees to work shift(s) in addition to those already rostered in accordance with subclause 17(e) 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 subclause 19(f), in lieu of subclauses 19(a) to 19(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 subclause 19(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 subclauses 19(a) to 19(d), from the commencement of the next full roster period being not less than five (5) clear days after such request is received in writing by the Employer.
- (h) The roster or rosters shall be drawn up so as to provide at least eight (8) hours between successive ordinary shifts.
- (i) Notwithstanding any other provision of this agreement, this clause 19 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 subclauses 19(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 an employee finish between 6.00 pm and 8.00 am or commence between 6.00 pm and 6.30 am, the employee will be paid the allowance set out in Appendix 1 – Wage Rate Schedule in addition to their ordinary pay.
- (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 20 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 18(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.

22. MEAL AND REST BREAKS

- (a) An employee will not be required to work more than five (5) hours continuously without an unpaid meal interval of not less than 30 minutes 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 paid rest break in each four (4) hours worked or part thereof, which shall be counted as time worked.

23. OVERTIME

- (a) An Employer may request that any employee work reasonable overtime at the appropriate overtime rate. An employee may refuse to work overtime hours where they are unreasonable. In determining whether the overtime hours are reasonable or unreasonable, the following must be taken into account:
 - (i) any risk to employee health and safety from working the additional hours;
 - (ii) the employee's personal circumstances, including family responsibilities;
 - (iii) the needs of the workplace or enterprise in which the employee is employed;
 - (iv) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - (v) any notice given by the Employer of any request or requirement to work the additional hours;

- (vi) any notice given by the employee of their intention to refuse to work the additional hours;
 - (vii) the usual patterns of work in the industry, or the part of an industry, in which the employee works;
 - (viii) the nature of the employee's role, and the employee's level of responsibility;
 - (ix) how frequently an employee is required to perform overtime; and
 - (x) any other relevant matter.
- (b) 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.
- (c) Only authorised overtime shall be paid for and the following rates of overtime shall apply:
- (i) Overtime 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 (2) hours and double time thereafter.
 - (ii) Overtime outside a spread of twelve hours from the commencement of the last previous rostered period of duty - double time.
 - (iii) Work outside the span of 6.00am and 6.00pm Monday to Friday for a day worker - time and a half for the first two (2) hours and double time thereafter save that work outside this span on a Saturday and Sunday is paid at double time.
- (d) 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, subject to the following:
- (i) Any amount of overtime that has been worked by the employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement.
 - (ii) An agreement must state each of the following:
 1. the number of overtime hours to which it applies and when those hours were worked;
 2. that the Employer and employee agree that the

employee may take time off instead of being paid for the overtime;

3. that, if the employee requests at any time, the Employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked; and
4. that any payment mentioned in subclause 23(d)(3) above must be made in the next pay period following the request.

- (iii) Overtime taken as time off during ordinary time hours shall be taken at the penalty time rate.
- (iv) The Employer shall provide payment to the employee at the appropriate overtime rate as specified in subclause 23(c)(i) to (c)(iii) where time off in lieu has not been taken by the employee within four (4) weeks of accrual.
- (v) For the purposes of this subclause 23(d), in accruing or calculating payment of overtime, each period of overtime shall stand alone.
- (vi) If, on the termination of the employee's employment, time off for overtime worked by to which subclause 23(d) applies has not been taken, the Employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

(e) Rest period after overtime

- (i) An employee other than a casual employee who works so much overtime between the termination of their last previous rostered ordinary hours of duty and the commencement of their next succeeding rostered period of duty that they would not have at least ten consecutive hours off duty between those times, shall be released after completion of such overtime worked until they have 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 they are released from duty for such rest period and the employee 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) 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 employees rostered for shift duty, 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) Eligible employees are entitled to unpaid parental leave in accordance with the provisions of the Act, as amended from time to time. This clause 24 supplements those entitlements.
- (b) Non-casual employees who have 12 months of continuous service with the Employer shall be entitled to one of the following types of Employer paid parental leave, which can commence six (6) weeks prior to birth / adoption of the child:
 - (i) Either:
 - (1) ten (10) weeks' paid parental leave where the employee will be the Primary Carer; or
 - (2) four (4) weeks' paid parental leave where the employee will be the Secondary Carer.
 - (ii) Eligible employees may take double the amount of paid parental leave at half pay.
 - (iii) Superannuation will be paid on all paid parental leave provided for in subclause 24(b)(i) as if the payment for the parental leave were ordinary time earnings.
 - (iv) The paid parental leave provided for 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 accrued annual leave prior to a return to work from parental leave.

(d) Right to request

- (i) An employee entitled to parental leave pursuant to the provisions of subclause 24(a) 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, 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 subclauses 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 practicable.

(e) Paid Special parental 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 follows:
 - (1) Where the pregnancy terminates during the first 20 weeks, the employee is entitled to access any paid and/or unpaid sick leave entitlements in accordance with the relevant personal leave provisions as well as compassionate leave in accordance with clause 30.
 - (2) Where the pregnancy terminates after the completion of 20 weeks, the employee is entitled to paid special parental leave not exceeding the amount of paid birth related leave available under subclause 24(b)(i) and thereafter, to unpaid parental leave in accordance with the NES (up to 12 months). The employee is also entitled to access compassionate leave in accordance with clause 30.

25. ANNUAL LEAVE

(a) Employee's entitlement to leave

- (i) Employees shall be entitled to four (4) weeks annual leave in respect of each 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), such as personal leave or compassionate 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 and superannuation.

(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 25 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; and

- (4) in-charge allowances; or
 - (ii) a loading equal to 17.5% of their wage pursuant to Appendix 1 for their 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 shift workers, the following shall apply:

- (i) A shift worker who during the year in which their annual leave accrues is rostered to work for four (4) hours or more on ten (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 (1) week's annual leave in addition to the leave prescribed in subclause 25(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 request to take such leave in any quantum.(iii) Except as provided in subclauses 25(c) and (h) payment shall not be made by the Employer to an employee in lieu of any annual leave 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 they have 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 subclause 25(c);

the Employer shall not be liable to make any payment to the employee under subclause 25(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, subject to the following:
 - (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 four (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 (2) 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.
 - (5) Each cashing out of annual leave must be by separate agreement in writing.
 - (i) Excessive leave accruals: direction by Employer that leave be taken
 - (i) If an employee has an excess leave accrual, that is the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by subclause 25(e)), the Employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
 - (ii) If the Employer has genuinely tried to reach agreement with an

employee under subclause 25(i)(i) 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.

(iii) However, a direction given by the Employer under subclause 25 (i)(ii):

(1) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than six (6) weeks when any other paid annual leave arrangements are taken into account;

(2) must not require the employee to take any period of paid annual leave of less than one (1) week;

(3) must not require the employee to take a period of paid annual leave beginning less than eight (8) weeks, or more than 12 months, after the direction is given; and

(4) must not be inconsistent with any leave arrangement agreed by the Employer and employee.

(iv) The employee must take paid annual leave in accordance with a direction under subclause 25(i)(i) that is in effect.

(v) An employee to whom a direction has been given under subclause 25(i)(i) 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 subclause 25(i)(v) may result in the direction ceasing to have effect.

Note 2: Under section 88(2) of the 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

(i) If an employee has genuinely tried to reach agreement with an Employer under subclause 25(i)(i) 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 (1) or more periods of paid annual leave.

(ii) However, an employee may only give a notice to the Employer under subclause 25(i)(i) if:

- (1) the employee has had an excessive leave accrual for more than six (6) months at the time of giving the notice; and
 - (2) the employee has not been given a direction under subclause 25(i)(ii) that, when any other planned periods of paid annual leave are taken into account, would eliminate the employee's excessive leave accrual.
- (iii) A notice given by an employee under subclause 25(j)(i) must not:
- (1) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than six (6) weeks when any other paid annual leave arrangements are considered;
 - (2) provide for the employee to take any period of paid annual leave of less than one (1) week;
 - (3) provide for the employee to take a period of paid annual leave beginning less than eight (8) weeks, or more than 12 months, after the notice is given; or
 - (4) be inconsistent with any leave arrangement agreed by the Employer and employee.
- (iv) An employee is not entitled to request by a notice under subclause 25(j)(i) more than four (4) weeks' paid annual leave (or five (5) weeks' paid annual leave for a shift worker, as defined in any period of 12 months.
- (v) The Employer must grant paid annual leave requested by a notice under subclause 25(j)(i).

26. PURCHASED LEAVE

- (a) An employee shall have the option of applying for an additional two (2) weeks paid annual leave with a proportionate reduction in the hourly rate of pay to take into account the increase in annual leave entitlements.
- (b) Upon application, the Employer may approve in writing a total of two (2) weeks' additional paid annual leave with a proportionate reduction in the hourly rate of pay to take into account the increase in annual leave. When reviewing the application, the Employer will take into consideration the role and responsibilities of the employee's position.
- (c) Where employees elect to take additional annual leave as specified in this clause 26 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 this clause 26 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 26 shall not be subject to annual leave loading.

27. PUBLIC HOLIDAYS

- (b) An employee shall be entitled to holidays on all gazetted public holidays recognised in the State of Victoria.
- (c) Substitution of public holidays by agreement at the enterprise
 - (i) The Employer, with the agreement of the employee, may substitute another day for any public holiday prescribed in this clause 27.
 - (ii) An agreement pursuant to subclause 27(b) (i) shall be recorded in writing and be available to the affected employee.
- (d) Payment for time worked on a public holiday
 - (i) If an employee works on a public holiday they will be paid double time and a half for the time worked. If a public holiday occurs on their rostered day off they will be entitled to one and a half times the payment for their ordinary day; or where there is mutual consent within four (4) 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 their annual leave.
 - (ii) Notwithstanding the provisions of 27(d)(i) an employee who ordinarily works Monday to Friday only and who does not work on Easter Saturday, shall be entitled to one (1) day's pay in respect of Easter Saturday or where there is mutual consent, within four (4) weeks following the date on which such holiday occurred the employee may have one (1) day added to their annual leave.
- (e) 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, save that where the part-time employee would have

worked on that day had it not been a public holiday they are entitled to payment for what would have been their ordinary hours on that day.

- (f) 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 (6) 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.
- (g) 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, with such day to be within the same four (4) week work cycle where practical.

28. PERSONAL/CARERS LEAVE

The provisions of this clause 28 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) Access to paid personal leave
 - (i) Paid personal leave is available to an employee, when they are absent:
 - (1) due to personal illness or injury; or
 - (2) for the purposes of providing care or support to an immediate family member or household member who is ill or injured and requires the employee's care or support or who requires care or support due to an unexpected emergency.
 - (ii) The amount of personal leave to which a full-time employee is entitled is based on an employee's service with the Employer and accrues according to subclause 28(b).
- (b) Amount of paid personal leave
 - (i) An employee is entitled to the following amount of paid personal leave:
 - (1) 7 hours and 36 minutes, for each month of service in the first year of service;
 - (2) 106 hours and 24 minutes, in each year in the second, third and fourth years of service;

- (3) 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.
- (c) Accrual of Personal Leave
 - (i) In accordance with the NES, untaken personal leave accumulates from year to year.
- (d) 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 subclause 28(d).
 - (ii) In the event of an employee becoming unfit for duty due to personal injury or sickness (a certificate of a registered 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 subclause 28(e)(ii) on not more than four (4) occasions per calendar year. An employee must notify the Employer at a minimum of two (2) hours before the time rostered to commence duty on the day of such absence or where that is not practicable, notify the Employer as soon as practicable. Provided that employees rostered for duty prior to 11.00am on the first 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 (3) occasions in each year and being no more than five (5) days/shifts in total per year. Any period of personal leave evidenced by production of a statutory declaration signed by the employee may not be greater than two (2) days/shifts.
 - (v) The Employer shall not terminate the service of an employee during any period of personal leave with the object of avoiding its obligations under this clause 28.

- (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 (5) 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 they are paid in lieu.
 - (vii) Provided further that where any employee for the sole purpose of undertaking a course of study related to their employment is, with the written approval of the 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.
 - (viii) 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 or provide a statutory declaration to the Employer within ten working days after their return to work.
- (e) Carers Leave
- (i) Employees shall be entitled to use, in accordance with this subclause 28(e), 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 (2) 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.
- (f) Personal Leave to Attend Appointment

Where an employee is absent from duty on account of needing to attend a Registered Health Practitioner, the employee shall be granted out of their personal leave entitlements leave for a period not exceeding five (5) working days in total in any personal leave accrual year. The employee must supply a certificate of attendance where requested by the Employer.

29. FAMILY AND DOMESTIC 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

- (i) The Employer accepts the definition of Family Violence as stipulated in the *Family Violence Protection Act 2008* (Vic) and the Act. These definitions of family violence include physical, sexual, financial, verbal or emotional abuse by a family member, a member of the employee's household or a current or former intimate partner of the employee.

(b) General Measures

- (i) 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, nurse or a Family Violence Support Service or Lawyer. A signed statutory declaration will also constitute proof.
- (ii) All personal information concerning family violence will be kept confidential in line with relevant legislation and will only be used by the Employer to satisfy itself in relation to an employee's entitlement to take family and domestic violence leave, unless with the consent of the employee or where the Employer is required to deal with information by law or it is necessary to protect the life, health or safety of the employee or another person.
- (iii) Contact officers from within the Employer's 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.
- (iv) 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.
- (v) 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 this clause 29.

- (vi) An employee's pay slip will not mention family and domestic violence leave, including any leave taken or balances remaining in respect of family and domestic violence leave.

(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 consider and not unreasonably refuse a request from an employee experiencing family violence for the following, providing the request is reasonable, and a viable option in all circumstances:

- (1) temporary changes to their span of hours or pattern or hours and/or shift patterns;
- (2) job redesign, or temporary changes to duties within their skills and capabilities;
- (3) relocation (which may be temporary) to suitable employment within the workplace;
- (4) a change to their telephone number or email address to avoid harassing contact; and/or
- (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 their Manager or the Executive Officer 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 12 days paid leave per annum.

- (ii) This leave will be available up front at the commencement of a new 12 month period and may be taken as consecutive or single days or as a fraction of a day. This leave will not be accrued but will renew on an employee's work anniversary. If legislation changes prior to the end date of the Agreement, the Employer will comply with that legislation.

- (iii) The employee will be paid family and domestic violence leave in accordance with applicable legislation where the entitlement is greater than that provided for in this clause 29;
- (iv) The employee will apply in advance for this leave wherever practicable.
- (v) An employee who supports a person experiencing family violence may take their accrued carer's leave to support the person.

30. COMPASSIONATE LEAVE

- (a) An employee is entitled to four (4) days of compassionate leave for each occasion (a permissible occasion) when:
 - (i) a member of the employee's immediate family, or a member of the employee's household:
 - (1) contracts or develops a personal illness that poses a serious threat to their life; or
 - (2) sustains a personal injury that poses a serious threat to their life; or
 - (3) dies;
 - (ii) a child is Stillborn where, if the child had been born alive, they would have been a member of the employee's Immediate Family or household; or
 - (iii) the employee or their current spouse or defacto partner has a miscarriage.
- (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 30(a);
 - (ii) after the death of the member of the employee's immediate family or household referred to in subclause 30(a).

- (iii) after a child is a Stillborn Child, where the child would have been a member of the employee's Immediate Family, or a member of the employee's household, if the child had been born alive; or
 - (iv) after they or their current spouse or de facto partner has a miscarriage.
- (c) An employee may take compassionate leave for a particular permissible occasion as
 - (i) a single continuous four (4)-day period; or
 - (ii) four (4) separate periods of one (1) day each; or
 - (iii) 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 permissible occasion at any time while the illness or injury persists.
- (e) If, in accordance with this clause 30, an employee, other than a casual employee, takes a period of compassionate leave, the Employer must pay the employee at the employee's ordinary rate of pay for the employee's ordinary hours of work in the period. For casual employees, compassionate leave is unpaid leave.
- (f) The employee, if required by the Employer, shall supply relevant evidence that would satisfy a reasonable person of the requirement for such leave.

31. LONG SERVICE LEAVE

- (a) Entitlement
 - (i) Employees shall be entitled to long service leave as provided in this clause 31.
 - (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 31.
 - (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 (6) months long service leave and thereafter an additional two (2) months long service leave on the completion of each additional five (5) years' service.

- (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 subclause 31(a)(iii)(1).
- (3) An employee who has at least seven (7) years' continuous service is entitled to take long service leave on a pro rata basis.
- (4) On termination of employment, an employee with seven (7) or more years of continuous service will be paid out their outstanding long service leave entitlement on a pro rata basis.

(b) Service entitling to leave

- (i) Subject to this subclause service shall also include all periods during which an employee was serving in His 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 their service with the old employer as service with the new employer for the purposes of this clause.
- (iii) For the purposes of this clause 31 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 subclauses 31(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 (2) 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 their employment not covered by subclause 31(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 subclauses 31(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 subclauses 31(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 seven (7) 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 their 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.
- (iii) Where the employment of an employee is for any reason terminated before the employee takes any long service leave to which they are entitled or where any long service leave accrues to an employee pursuant to subclause 31(a)(iii)(2) the employee shall subject to the provisions of subclause 31(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 to subclause 31(a)(i) 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 (6) 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 (6) months long service leave to which an employee becomes entitled under this Agreement may be taken in two (2) or three (3) separate periods; and
 - (2) any subsequent period of long service leave to which the employee becomes entitled may be taken in two (2) separate

periods, but save as aforesaid long service leave shall be taken in one (1) 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 (7) 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 employee 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 31 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 of this Agreement at the time the leave is taken or (if the employee dies before the completion of leave so taken) as at the time of their death; and shall include the amount of any increase to the employee’s ordinary time rate of pay which occurred during the period of leave as from the date such increase operates.

(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.
- (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.

32. 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 Act.

33. 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
At least 3 years but less than 5 years	3 weeks
At least 5 years	4 weeks

- (ii) In addition to the notice in subclause 33(a)(i), employees over 45 years of age at the time of the giving of the notice with not less than two (2) years' continuous service, shall be entitled to an additional week's notice.
- (iii) Payment in lieu of the notice prescribed in subclause 33(a)(i) 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 33 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 33, 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 the 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 (1) year or less the employee shall only be required to provide one (1) weeks' notice.
- (ii) Subject to financial obligations imposed on the Employer by the 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 s324 (1)(b) of the Act.

(c) Time off work during notice period

Where the Employer has given notice of termination to an employee, an employee shall be allowed up to one (1) 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.

34. 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 (2) hours or less; or
 - (ii) the full day or shift where the time so worked exceeds two (2) hours.

35. ON CALL

Recall to the Workplace

- (a) All employees required to be "on call" or who return to duty to the workplace 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 (3) 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 clause 35, 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 their place of residence the Employer shall provide adequate transport free of cost to the employee.

Recall by telephone

- (g) Where recall to duty can be managed without the employee having to return to their workplace, such as by telephone, such employee will be paid a minimum of one hour's overtime and multiple recalls within a discrete hour will not attract additional payment.
- (h) An employee entitled to recall under this clause 35 (g) is not entitled to any payment under clause 35 (a) to (f).

36. 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 their 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.

37. 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 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 personal 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 (4) 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 37 do not apply where the special clothing or safety equipment is paid for by the Employer.

38. JURY SERVICE

- (a) An employee other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount the employee could reasonably expect to have received from the Employer as earnings for that period had the employee not been performing jury service.
- (b) An employee shall notify their Employer as soon as possible of the date upon which they are required to attend for jury service. Further, the employee shall give their Employer proof of their attendance at the court, the duration of such attendance and the amount received in respect of such jury service.

39. 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 requires the employee's job to be done by anyone. In this scenario, in addition to the period of notice prescribed for termination, an employee whose employment is terminated 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 ordinary 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 39 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, where the FWC makes such an order.

Time off Period of Notice

- (g) An employee given notice of termination in circumstances of redundancy must be allowed up to one (1) 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 (1) day during the notice period for the purpose of seeking other employment, the employee must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (i) This entitlement applies instead of subclause 33(c).

Employees with Less Than One Year's Continuous Service

- (j) This clause 39, other than subclauses 39(g) and (h) does not apply to employees with less than one (1) year's continuous service.

Employees Exempted

- (k) This clause 39 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 Act.

40. 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.

41. SALARY PACKAGING PROCEDURE

- (a) Non-casual 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. Superannuation will be paid on the pre-packaged salary.
- (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 (1) month's written notice, provided the terms of any other agreement relating to the salary sacrifice benefit are met.

42. LETTER OF APPOINTMENT

The Employer will provide an employee with a Letter of Appointment in the form provided for in Appendix 2 of this Agreement prior to the employee's commencement of employment.

43. ACCIDENT PAY

Any reference to the *Workplace Injury, Rehabilitation and Compensation Act 2013* (Vic) (**WIRC Act**) in this clause shall be deemed to include a reference to the *Accident Compensation Act 1985* (Vic) and the *Workers Compensation Act 1958*.

- (a) Definitions

The words in this clause 43 are defined as follows:

- (i) Total Incapacity

Total incapacity In the case of an employee who is or deemed to be totally incapacitated within the meaning of the WIRC Act and arising from an injury covered by this clause 43 means a weekly payment of an amount representing the difference between the total amount of compensation paid under the WIRC Act for the week in question and the total 38 hour weekly rate and weekly over Agreement payment for an employee which would have been payable under this part for the employee's normal classification of work for the week in question if they had been performing their 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 WIRC Act and arising from an injury covered by this clause 43 means a weekly payment of an amount representing the difference between the total amount of compensation paid under the WIRC 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 an employee which would have been payable under this part for the employee's normal classification of work for the week in question if they had been performing their 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 WIRC 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 subclauses 43(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 WIRC Act, as amended from time to time and no injury shall result in the application of accident pay unless an entitlement exists under the WIRC Act.

(b) Qualification for payment

Always subject to the terms of this clause 43, 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 WIRC Act be paid accident pay by their Employer who is liable to pay compensation under the WIRC Act, which said liability by the Employer for accident pay may be discharged by another person on their 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 they were employed at the time of the incapacity and then only for such period as they receive a weekly payment under the WIRC Act. Provided that if an employee on partial incapacity cannot obtain suitable employment from their 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 43 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 their Employer of the continuing payment of weekly employee compensation payments.

(c) Accident pay shall not apply to any incapacity occurring during the first two (2) weeks of employment unless such incapacity continues beyond the first two (2) weeks and then subject to subclause 43(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 (2) 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 WIRC 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 (1) month.
- (d) Accident pay shall not apply in respect of any injury during the first five (5) 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 subclause 43(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 they claim to be entitled to receive accident pay shall give notice in writing of the said injury to their 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 WIRC Act as to medical examination.
 - (ii) Where in accordance with the WIRC Act a medical referee gives a certificate as to the condition of the employee and their 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 WIRC 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 their Employer of any action they may institute or any claim they 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 they have 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 their 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 they have 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 their 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 their liability for accident pay.

(l) Variations in compensation rates

Any changes in compensation rates under the WIRC 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.

44. 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.

45. STAFF REPLACEMENT

- (a) The Employer is committed to ensuring efficient flexible rostering of employees 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.

46. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- (a) An Employer and employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - (i) the agreement deals with one (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 one (1) or more of the matters mentioned in subclause 46(a)(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 Act; and
 - (ii) are not unlawful terms under section 194 of the Act; 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 their 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.

47. REPRESENTATIVE LEAVE

- (a) Leave to attend trade union and union delegate courses/ seminars for individuals designated as Union representatives shall be as follows:
 - (i) Up 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 by the employee to the Employer;
 - (3) the approval of leave must have regard to the operational requirements of the Employer; and
 - (4) this leave shall be paid at the ordinary time rate of pay.
- (b) Leave of absence granted pursuant to this clause 47 shall count as service for all purposes of this Agreement.

48. 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.

49. 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.

50. HIGHER QUALIFICATIONS ALLOWANCE

- (a) An employee who holds an additional post graduate qualification which is of direct relevance to their current position or functional work area, shall be paid an allowance in accordance with the High Qualification Allowance in Appendix 1.
- (b) An employee who holds a masters degree which is of direct relevance to their current position or functional work area shall be paid an allowance in

accordance with the High Qualification Allowance in Appendix 1. 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 their current position or functional work area shall be paid an allowance in accordance with the High Qualification Allowance in Appendix 1
- (d) The higher qualifications allowances are to be paid during all periods of paid leave except personal leave beyond 21 days and long service leave.

51. 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.

52. STUDY LEAVE

- (a) Paid study leave will be available to all employees employed in full-time and part-time employment who are undertaking postgraduate study at the Employer's discretion.
- (b) Paid study leave may be taken as agreed between the Employer and an employee by, for example, four (4) hours per week, eight (8) hours per fortnight or blocks of 38 hours at a residential school for post graduate study.
- (c) Having regard for the requirements contained in this clause 52, 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 52 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 their request for study leave has been approved within seven (7) days of the application being made.

- (g) Leave pursuant to this clause does not accumulate from calendar year to calendar year and is available for a maximum of two years per employee.

53. CONFERENCE/SEMINAR LEAVE

- (a) All employees employed in full-time and part-time employment are entitled to five (5) days' (pro rata) paid study/conference/seminar leave per calendar year. The five (5) days' paid study/conference/seminar leave will be based on the individual employee's usual shift length.
- (b) Leave pursuant to this clause 53 does not accumulate from year to year and is not paid out on termination of employment.
- (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 53 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 six (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 seven (7) days of the application being made.

54. 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 their place of employment for a period if the employee's absence is reasonable in all the circumstances and the period consists of one (1) or more of the following:
 - (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 their employment to be covered by this clause 54 must, as soon as practicable:
 - (i) give their 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.

55. 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 three (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 (1) 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.

56. CONTINUING PROFESSIONAL DEVELOPMENT ALLOWANCE

- (a) Full time employees shall be entitled to a professional development allowance as stated at Appendix 1. The allowance will be paid on a six-

monthly basis commencing from the first pay period on or after 1 October 2023.

- (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 the Employer (and not on unpaid leave for a period of longer than 14 days) on the date the payment is due as provided in subclauses 56(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) Where requested by the Employer, employees who receive the continuing professional development allowance will provide evidence that would satisfy a reasonable person, such as receipts/invoices etc, that the allowance has been utilised as per subclause 56(d).

57. 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 complete the module after the additional time, they should again bring this to the attention of the manager; and/or
- (iii) 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).

58. CULTURAL AND CEREMONIAL LEAVE

An employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for traditional ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the Employer save that such approval will not be unreasonably withheld.

59. TRANSITION TO RETIREMENT

- (a) An employee may advise their Employer in writing of their intention to retire within the next five (5) 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; and/or
 - (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 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.

60. 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.

61. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

(a) If:

- (i) any of the circumstances referred to in subclause 61(b) apply to an employee; and
- (ii) the employee would like to change their working arrangements because of those circumstances;

then the employee may request the Employer for a change in working arrangements relating to those circumstances.

Note: Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.

- (b) The following are the circumstances:
 - (i) the employee is pregnant;
 - (ii) the employee is the parent, or has responsibility for the
 - (iii) care, of a child who is of school age or younger;
 - (iv) the employee is a carer (within the meaning of the *Carer Recognition Act 2010* (Cth));
 - (v) the employee has a disability;
 - (vi) the employee is 55 or older;
 - (vii) the employee is experiencing family and domestic violence;
 - (viii) the employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing family and domestic violence.

- (c) To avoid doubt, and without limiting subclause 61(a), an employee who:
 - (i) is a parent, or has responsibility for the care, of a child; and
 - (ii) is returning to work after taking leave in relation to the birth or adoption of the child;

may request to work part-time to assist the employee to care for the child.

- (d) The employee is not entitled to make the request unless:
 - (i) for an employee other than a casual employee--the employee has completed at least 12 months of continuous service with the Employer immediately before making the request; or
 - (ii) for a casual employee--the employee:
 - (1) is, immediately before making the request, a regular casual employee of the Employer who has been employed on that

basis for a sequence of periods of employment during a period of at least 12 months; and

- (2) has a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.
- (e) For the purposes of applying subclause 61(d)(i) in relation to an employee who has had their casual employment converted to permanent employment in accordance with subclause 18 (g), any period for which the employee was a regular casual employee of the Employer is taken to be continuous service for the purposes of subclause 61(d)(i).

Formal requirements

- (f) The request must:
 - (i) be in writing; and
 - (ii) set out details of the change sought and of the reasons for the change.

Responding to the request

- (g) If, under subclause 61(a), an employee makes a request to the Employer for a change in working arrangements relating to circumstances that apply to the employee, the Employer must give the employee a written response to the request within 21 days.
- (h) The response must:
 - (i) state that the Employer grants the request; or
 - (ii) if, following discussion between the Employer and the employee, the Employer and the employee agree to a change to the employee's working arrangements that differs from that set out in the request--set out the agreed change; or
 - (iii) subject to subclause 61(i)-state that the Employer refuses the request and include the matters required by subclause 61(l).
- (i) The Employer may refuse the request only if:
 - (i) The Employer has:
 - (1) discussed the request with the employee; and

- (2) genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the circumstances mentioned in subclause 61(g); and
 - (ii) the Employer and the employee have not reached such an agreement; and
 - (iii) the Employer has had regard to the consequences of the refusal for the employee; and
 - (iv) the refusal is on reasonable business grounds.
- (j) To avoid doubt, subclause 61(i)(i)(2) does not require the Employer to agree to a change to the employee's working arrangements if the Employer would have reasonable business grounds for refusing a request for the change.

Reasonable business grounds for refusing requests

- (k) Without limiting what are reasonable business grounds for the purposes of subclause 61(i)(iv) and subclause 61(j), reasonable business grounds for refusing a request include the following:
- (i) that the new working arrangements requested would be too costly for the Employer;
 - (ii) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
 - (iii) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested;
 - (iv) that the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
 - (v) that the new working arrangements requested would be likely to have a significant negative impact on customer service.

Employer must explain grounds for refusal

- (l) If the Employer refuses the request, the written response under subclause 61(g) must:
- (i) include details of the reasons for the refusal; and

- (ii) without limiting subclause 61(l)(i):
 - (1) set out the Employer's particular business grounds for refusing the request; and
 - (2) explain how those grounds apply to the request; and
- (iii) either:
 - (1) set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the circumstances mentioned in subclause 61(g) and that the Employer would be willing to make; or
 - (2) state that there are no such changes; and
- (iv) set out the effect of clause 10 of the Agreement.

Other Changes

- (m) An employee may make a request to the Employer that they work and/or take flexitime, including a request by an employee to take flexitime at a certain time, and the Employer will not unreasonably refuse such a request by the employee; and
- (n) An employee may make a request to the Employer that they change a day they would normally work on an ad hoc basis for personal commitments and the Employer will not unreasonably refuse such a request by the employee.

Disputes

- (o) Any disputes in respect of the operation of this clause 61 will be dealt with in accordance with the dispute resolution procedures contained in clause 10 of this Agreement.

SCHEDULE 1: EMPLOYMENT CLASSIFICATIONS

The titles of the classifications and job descriptions have been changed in this Agreement compared to the Palliative Care South East Health Professionals and Support Services Enterprise Agreement 2019 (**2019 Agreement**). Below is a table outlining how the classifications in the 2019 Agreement align to this Agreement's classifications.

Classifications	
2019 Agreement	Agreement
Administration Officer Grade 1	Administration Officer
Administration Officer Grade 2	Specialist Administration Officer
(None)	Team Leader Administration
Allied Health Assistant	Allied Health Assistant
Music Therapist Grade 1 (Qualified)	Palliative Care Music Therapist
Music Therapist Grade 2	Specialist Palliative Care Music Therapist
Art Therapist Grade 1 (Qualified)	Palliative Care Art Therapist
Art Therapist Grade 2	Specialist Palliative Care Art Therapist
Occupational Therapist Grade 1 (Qualified)	Palliative Care Occupational Therapist
Occupational Therapist Grade 2	Specialist Palliative Care Occupational Therapist
Senior Clinician, Occupational Therapist Grade 3	Specialist Clinician, Occupational Therapist
Pastoral Care Worker	Spiritual Care Worker
Community Liaison Officer	Community Liaison Officer
Welfare Worker	Welfare Worker
Counsellor Grade 1	Palliative Care Counsellor
Counsellor Grade 2	Specialist Palliative Care Counsellor
Social Worker - Grade 1	Palliative Care Social Worker
Social Worker - Grade 2	Specialist Palliative Care Social Worker
Quality and Informatics Coordinator	Quality and Informatics Coordinator
(None)	Allied Health Team Leader

ADMINISTRATIVE OFFICERS CLASSIFICATION STRUCTURES

ADMINISTRATION OFFICER

Description

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

Work Level Standard

- Administration Officer 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 individuals in these positions are required to analyse situations or information, clearly and accurately communicate information, or make recommendations to peers or immediate supervisors and escalate when outside their scope or role.

Typical Role/Duties

- Prepare statistical reports and summaries and monitor and check accuracy of reports and information;
- Monitor daily billings and collections by cashiers and banking;
- Process standard 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, client information;

- Maintain accurate and effective filing systems;
- Receive and manage initial calls and enquiries from clients/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.

SPECIALIST ADMINISTRATION OFFICER

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; and
- Hold diploma qualifications.

Work Level Standard

- Undertaking Certificate/Diploma level in accordance with the Australian Quality Training Framework or equivalent. Senior 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 communication and leadership 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), including onboarding, performance support and management and monitoring
- 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;
- Monitor KPIs and implement corrective actions;
- 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;
- Support the quality improvement activities of the organisation.

TEAM LEADER ADMINISTRATION

The Team Leader Administration is responsible for the direct supervision and management of all Administration Officers and Senior Administration Officers.

An employee at this level:

- Has experience in a leadership role;
- Provides leadership & mentorship to the Administration Team;
- Oversees and delegates to the administration team;
- Is responsible for performance management of the Administration Staff;
- Ensures timely rostering and resource management of the admin team;
- Supports and delivers service consistency and ensures compliance with policies and procedures;
- Has accountability for the administration departments finances;
- Is responsible for the operational oversight of the team, including setting priorities and ensuring operational targets are met.
- Hold diploma qualifications.

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.

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

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;
- requires 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;

- Works to key performance metrics or outputs.

MUSIC THERAPY

PALLIATIVE CARE MUSIC THERAPIST

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.

Works as part of an interdisciplinary team to deliver and support the music therapy and client care programs.

SPECIALIST PALLIATIVE CARE MUSIC THERAPIST

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; and
- The primary or sole practitioner in the service;
- Undertakes research and quality improvement projects and leads initiatives; and
- Holds qualifications in palliative care.

ART THERAPY

PALLIATIVE CARE ART THERAPIST

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.

Works as part of an interdisciplinary team to deliver and support the art therapy and client care programs.

SPECIALIST PALLIATIVE CARE ART THERAPIST

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;
- Holding an equivalent position at a smaller establishment, such as a day hospital/centre, nursing home or community health service; or
- The primary or sole practitioner in the service;
- Undertakes research and quality improvement projects and leads initiatives; and
- Holds palliative care qualifications.

OCCUPATIONAL THERAPY

An employee employed in an occupational therapy classification under this Agreement must maintain currency of their registration with AHPRA.

An employee employed as such who holds a Bachelor of Applied Science (Occupational Therapy) or equivalent or who is registered as an Occupational Therapist under the National Registration and Accreditation Scheme with the Occupational Therapy Board of Australia.

PALLIATIVE CARE OCCUPATIONAL THERAPIST

An employee at this level will demonstrate a commitment to continuing professional development.

An Occupational Therapist will actively contribute to and participate in quality improvement activities, research, policies and procedures.

An employee at this level will work as part of an interdisciplinary team to deliver and support the occupational therapy and client care programs.

SPECIALIST PALLIATIVE CARE OCCUPATIONAL THERAPIST

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.

SPECIALIST CLINICIAN, OCCUPATIONAL THERAPIST

- 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, 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, 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.
- Holds specialist post graduate qualifications in palliative care.

SOCIAL/WELFARE CLASSIFICATION STRUCTURE

SPIRITUAL CARE WORKER

An employee employed as a Spiritual Care Worker with relevant qualifications who meets the requirement to practise as a Spiritual 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 Spiritual 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.

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.

COUNSELLING

PALLIATIVE CARE COUNSELLOR

An employee at this level holds 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 Palliative Care Counsellor 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 Palliative Care Counsellor include provision of grief and bereavement counselling services to clients and referral and liaison to other professionals and agencies where appropriate.

An employee at this level will demonstrate a commitment to continuing professional development.

SPECIALIST PALLIATIVE CARE COUNSELLOR

A Counsellor at this level 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 Senior Counsellor will actively contribute to and participate in quality improvement activities, research, policies and procedures, and/or provide clinical supervision including supervising novice employees and students.

A Senior Counsellor will demonstrate a commitment to continuing professional development, research and evidence based practice

Holds post graduate qualifications in palliative care

SOCIAL WORK

PALLIATIVE CARE SOCIAL WORKER

An employee at this level holds a qualification for their profession that makes them eligible for membership of the Australian Association of Social Work.

An employee at this level 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 this level include the provision of counselling services to clients and referral and liaison to other professionals and agencies where appropriate.

An employee at this level will demonstrate a commitment to continuing professional development.

SPECIALIST PALLIATIVE CARE SOCIAL WORKER

A Social Worker at this level 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 Senior Social Worker will actively contribute to and participate in, quality improvement activities, research, policies and procedures, and/or provide clinical supervision including supervising junior employees.

An employee at this level will demonstrate a commitment to continuing professional development.

ALLIED HEALTH TEAM LEADER

An employee at this level will be registered with APHRA or eligible for membership with their relevant discipline specific professional body.

An employee employed as Allied Health Team Leader will hold relevant qualifications and/or experience in their field as deemed acceptable by the Employer.

An Allied Health Team Leader:

- Has experience in a leadership role
- Provides leadership & mentorship to the Allied Health Team
- Is responsible for service development and leads quality improvement and professional practice of the Allied Health Team in line with relevant standards and frameworks.
- Is responsible for performance management of the Allied Health Team
- Accountability for the Allied Health departments finances.
- Is responsible for the operational oversight of the Allied Health Team, including setting priorities and ensuring operational targets are met

APPENDIX 1: WAGE RATE SCHEDULE

	Current	FFPPOA 1.10.23	FFPPOA 1.10.24	FFPPOA 1.10.25	FFPPOA 1.10.26
Classification		3%	3%	3%	3%
<u>Social/Welfare Employees</u>					
Welfare Worker					
Year 1	1389.82	1431.51	1474.46	1518.69	1564.25
Year 2	1415.91	1458.39	1502.14	1547.20	1593.62
Year 3	1442.01	1485.27	1529.83	1575.72	1622.99
Palliative Care Social Worker					
Year 1	1602.96	1651.05	1700.58	1751.60	1804.15
Year 2	1629.74	1678.63	1728.99	1780.86	1834.29
Year 3	1656.51	1706.21	1757.40	1810.12	1864.42
Year 4	1683.29	1733.79	1785.80	1839.37	1894.55
Year 5	1710.06	1761.36	1814.20	1868.63	1924.69
Year 6	1736.84	1788.95	1842.62	1897.90	1954.84
Year 7	1763.62	1816.53	1871.03	1927.16	1984.97
Specialist Palliative Care Social Worker					
Year 1	1736.84	1788.95	1842.62	1897.90	1954.84
Year 2	1765.50	1818.47	1873.02	1929.21	1987.09
Year 3	1794.62	1848.46	1903.91	1961.03	2019.86
Year 4	1824.24	1878.97	1935.34	1993.40	2053.20
Community Liaison officer					
Year 1	1485.02	1529.57	1575.46	1622.72	1671.40
Year 2	1511.11	1556.44	1603.13	1651.22	1700.76
Year 3	1537.21	1583.33	1630.83	1679.75	1730.14
Palliative Care Counsellor					
Year 1	1550.96	1597.49	1645.41	1694.77	1745.61
Year 2	1577.05	1624.36	1673.09	1723.28	1774.98
Year 3	1603.15	1651.24	1700.78	1751.80	1804.35
Year 4	1629.26	1678.14	1728.48	1780.33	1833.74
Year 5	1655.39	1705.05	1756.20	1808.89	1863.16
Year 6	1681.52	1731.97	1783.93	1837.45	1892.57

	Current	FFPPOA 1.10.23	FFPPOA 1.10.24	FFPPOA 1.10.25	FFPPOA 1.10.26
Year 7	1707.68	1758.91	1811.68	1866.03	1922.01
Specialist Palliative Care Counsellor					
Year 1	1681.52	1731.97	1783.93	1837.45	1892.57
Year 2	1709.27	1760.55	1813.37	1867.77	1923.80
Year 3	1737.47	1789.59	1843.28	1898.58	1955.54
Year 4	1766.14	1819.12	1873.69	1929.90	1987.80
Spiritual Care Worker					
Year 1	1441.77	1485.02	1529.57	1575.46	1622.72
Year 2	1467.10	1511.11	1556.44	1603.13	1651.22
Year 3	1492.44	1537.21	1583.33	1630.83	1679.75
Allied Health Assistant					
Year 1	959.38	988.16	1017.80	1048.33	1079.78
Year 2	970.75	999.87	1029.87	1060.77	1092.59
Year 3	1003.62	1033.73	1064.74	1096.68	1129.58
Year 4	1057.75	1089.48	1122.16	1155.82	1190.49
Palliative Care Occupational Therapists					
Year 1	1288.94	1327.61	1367.44	1408.46	1450.71
Year 2	1370.40	1411.51	1453.86	1497.48	1542.40
Year 3	1440.07	1483.27	1527.77	1573.60	1620.81
Year 4	1521.35	1566.99	1614.00	1662.42	1712.29
Year 5	1594.49	1642.32	1691.59	1742.34	1794.61
Year 6	1667.07	1717.08	1768.59	1821.65	1876.30
Year 7	1708.75	1760.01	1812.81	1867.19	1923.21
Specialist Palliative Care Occupational Therapists					
Year 1	1667.07	1717.08	1768.59	1821.65	1876.30
Year 2	1751.82	1804.37	1858.50	1914.26	1971.69
Year 3	1832.26	1887.23	1943.85	2002.17	2062.24
Year 4	1944.06	2002.38	2062.45	2124.32	2188.05
Specialist Clinician, Palliative Care Occupational Therapist					
Year 1	2021.71	2082.36	2144.83	2209.17	2275.45
Year 2	2092.89	2155.68	2220.35	2286.96	2355.57
Year 3	2148.70	2213.16	2279.55	2347.94	2418.38
Year 4	2267.45	2335.47	2405.53	2477.70	2552.03

	Current	FFPPOA 1.10.23	FFPPOA 1.10.24	FFPPOA 1.10.25	FFPPOA 1.10.26
Palliative Care Music Therapist					
Year 1	1288.94	1327.61	1367.44	1408.46	1450.71
Year 2	1370.40	1411.51	1453.86	1497.48	1542.40
Year 3	1440.18	1483.39	1527.89	1573.73	1620.94
Year 4	1528.10	1573.94	1621.16	1669.79	1719.88
Year 5	1594.49	1642.32	1691.59	1742.34	1794.61
Year 6	1667.07	1717.08	1768.59	1821.65	1876.30
Year 7	1708.75	1760.01	1812.81	1867.19	1923.21
Specialist Palliative Care Music Therapist					
Year 1	1667.07	1717.08	1768.59	1821.65	1876.30
Year 2	1751.82	1804.37	1858.50	1914.26	1971.69
Year 3	1832.26	1887.23	1943.85	2002.17	2062.24
Year 4	1944.81	2003.15	2063.24	2125.14	2188.89
Palliative Care Art Therapists					
Year 1	1327.62	1367.45	1408.47	1450.72	1494.24
Year 2	1411.50	1453.85	1497.47	1542.39	1588.66
Year 3	1483.26	1527.76	1573.59	1620.80	1669.42
Year 4	1573.95	1621.17	1669.81	1719.90	1771.50
Year 5	1642.32	1691.59	1742.34	1794.61	1848.45
Year 6	1717.08	1768.59	1821.65	1876.30	1932.59
Year 7	1760.01	1812.81	1867.19	1923.21	1980.91
Specialist Palliative Care Art Therapists					
Year 1	1717.08	1768.59	1821.65	1876.30	1932.59
Year 2	1745.41	1797.77	1851.70	1907.25	1964.47
Year 3	1774.21	1827.44	1882.26	1938.73	1996.89
Year 4	1803.48	1857.58	1913.31	1970.71	2029.83
<u>Quality and informatics Coordinator</u>					
<u>Year 1</u>	1453.02	1496.61	1541.51	1587.76	1635.39
<u>Year 2</u>	1472.49	1516.66	1562.16	1609.02	1657.29
Support Services					
Administrative Officer					

	Current	FFPPOA 1.10.23	FFPPOA 1.10.24	FFPPOA 1.10.25	FFPPOA 1.10.26
Year 1	1240.81	1278.03	1316.37	1355.86	1396.54
Year 2	1265.63	1303.59	1342.70	1382.98	1424.47
Year 3	1290.94	1329.66	1369.55	1410.64	1452.96
Year 4	1316.76	1356.26	1396.94	1438.85	1482.02
Specialist Administrative Officer					
Year 1	1417.58	1460.11	1503.91	1549.03	1595.50
Year 2	1445.93	1489.31	1533.99	1580.01	1627.41
Year 3	1474.85	1519.10	1564.67	1611.61	1659.96
Year 4	1504.35	1549.48	1595.96	1643.84	1693.16
Administration Team Leader					
Year 1	1559.34	1606.12	1654.30	1703.93	1755.05
Year 2	1590.53	1638.24	1687.39	1738.01	1790.15
Year 3	1622.34	1671.01	1721.13	1772.77	1825.95
Year 4	1654.78	1704.43	1755.56	1808.22	1862.47
Allied Health Team Leader					
Year 1	2021.71	2082.36	2144.83	2209.17	2275.45
Year 2	2062.14	2124.00	2187.72	2253.35	2320.95
Year 3	2103.38	2166.48	2231.47	2298.41	2367.36
Year 4	2145.45	2209.81	2276.10	2344.38	2414.71
Health Professional Allowances					
Higher Qualification Allowance per week					
Post Grad Qualification	121.55	125.20	128.96	132.83	136.81
Masters	137.77	141.90	146.16	150.54	155.06
Doctorate	162.08	166.94	171.95	177.11	182.42
Shift Allowances per shift					
Morning	47.73	49.16	50.63	52.15	53.71
Afternoon	47.73	49.16	50.63	52.15	53.71
On Call per shift					
Weekday	32.93	33.92	34.94	35.99	37.07
Public Holiday	65.93	67.91	69.95	72.05	74.12
Laundry Allowance					
Per Day	0.48	0.49	0.50	0.52	0.54
Per Week	2.41	2.48	2.55	2.63	2.71

	Current	FFPPOA 1.10.23	FFPPOA 1.10.24	FFPPOA 1.10.25	FFPPOA 1.10.26
Uniform Allowance					
Per Day	2.01	2.07	2.13	2.19	2.26
Per Week	10.12	10.42	10.73	11.05	11.38
Meal Allowance	16.69	17.19	17.71	18.24	18.79
Sole Allowance per week	61.37	63.21	65.11	67.06	69.07
Vehicle allowance	0.99	1.02	1.05	1.08	1.11
Support Services Allowance					
Shift Allowances					
Morning	48.03	49.47	50.95	52.48	54.05
Afternoon	48.03	49.47	50.95	52.48	54.05
On Call					
Weekday	22.80	23.48	24.18	24.91	25.66
Public Holiday	45.99	47.37	48.79	50.25	51.76
CPD Allowance	950.08	978.58	1007.94	1038.18	1069.33

*** Continuing Professional Development Allowance payable to all permanent employees 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 LTD:**



SIGNATURE


Kelly Rogerson - CEO

PRINT NAME AND AUTHORITY/TITLE

Address: 80 Victor Crecent, Narre Warren, VIC 3805

Date: 04/12/2023

I am authorised to sign this Agreement on behalf of the **HEALTH SERVICES UNION VICTORIA NO. 3 BRANCH** as a bargaining representative:



SIGNATURE

Craig McGregor, Branch Secretary,
Health Services Union Victoria No. 3 Branch

PRINT NAME AND AUTHORITY/TITLE

Address: Level 1, 62 Lygon Street, Carlton, VIC 3053

Date: **4/12/2023**

I am authorised to sign this Agreement on behalf of **EMPLOYEES:**



SIGNATURE

Lucy Ibrahim - social worker

PRINT NAME AND TITLE

Address: 80 Victor Crecent, Narre Warren, VIC 3805

Date: 04/12/2023