



**St John of God Health Care (NSW Hospitals) Health  
Professionals and Support Services Enterprise Agreement  
2023**

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**2. NAME OF THE AGREEMENT**

This Agreement shall be called the *St John of God Health Care (NSW Hospitals) Health Professionals and Support Services Enterprise Agreement 2023* ('the Agreement').

**3. PARTIES**

The parties to this Agreement shall be:

- (i) St John of God Health Care Inc.; and
- (ii) Health Professional and Support Service caregivers employed by St John of God Social Outreach, however so titled; and
- (iii) the HSU New South Wales Branch ("HSU").

The entities at clause 3(i) and (ii) are referred to as 'the Employer' in this Agreement.

**4. AREA AND SCOPE**

This Agreement shall apply to Caregivers employed by the Employer at the Burwood (13 Grantham Street Burwood NSW 2134) and Richmond (177 Grose Vale Road, Richmond NSW 2753) Hospitals, as classified in Schedule 1 of this Agreement.

**5. TERM**

This Agreement shall commence operation and apply to the Employer, HSU and employees employed at the time, from the 7<sup>th</sup> day after the Agreement is by the Fair Work Commission ("FWC") and shall remain in force until 30th June 2026.

**6. REPLACEMENT**

(a) This Agreement cancels and replaces:

- (i) the *St John of God Health Care (NSW Hospitals) Health Professionals and Support Services Enterprise Agreement 2016*.

(b) Notwithstanding the provisions of Clause 5 - Term, this Agreement shall continue to operate until it is cancelled, varied or replaced in accordance with the provisions of the Fair Work Act 2009.

(c) Negotiations for the replacement of this agreement shall begin at least four (4) months prior to the expiration date.

**7. POSTING OF THE AGREEMENT**

A copy of this Agreement shall be displayed in a conspicuous and convenient place (eg noticeboard or Intranet / electronically) at the workplace so as to be easily read by all Caregivers covered by this Agreement.

**8. RELATIONSHIP TO THE NATIONAL EMPLOYMENT STANDARDS**

Entitlements in accordance with the NES are provided for under the Fair Work Act 2009. Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions

in the NES set out in the Act are more favourable to a Caregiver 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 Caregiver. The provisions in this Agreement otherwise apply.

## **9. COMPREHENSIVE AGREEMENT**

It is the intention of the parties that this Agreement be a comprehensive document applying to Caregivers covered by this Agreement to the exclusion of all applicable awards and industrial agreements. It is further intended that each provision of this Agreement is to be interpreted as not containing unlawful content and that each provision only operates in a manner that would not constitute unlawful content.

## **10. CONSULTATION REGARDING CHANGE**

### **9.1 Major Change**

- (a) This term applies if 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 Caregivers of the Employer.
- (b) The Employer must notify the relevant Caregivers of the decision to introduce the major change. The relevant Caregivers may appoint a representative, which may be a representative from the HSU, for the purposes of the procedures in this term. If a relevant Caregiver appoints, or relevant Caregivers appoint, a representative for the purposes of consultation; and the Caregiver or Caregivers advise the Employer of the identity of the representative; the Employer must recognise the representative.
- (c) As soon as practicable after making its decision, the Employer must discuss with the relevant Caregivers:
  - (i) the introduction of the change; and
  - (ii) the effect the change is likely to have on the Caregivers; and
  - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Caregivers; and
- (d) For the purposes of the discussion — provide, in writing, to the relevant Caregivers all relevant information about the change including the nature of the change proposed; and information about the expected effects of the change on the Caregivers; and any other matters likely to affect the Caregivers.
- (e) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Caregivers.
- (f) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Caregivers.
- (g) If a term in the 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 (ii) and (iii) are taken not to apply.

- (h) In this term, a major change is likely to have a significant effect on Caregivers if it results in the termination of the employment of Caregivers; or major change to the composition, operation or size of the Employer's workforce or to the skills required of Caregivers; or the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or the alteration of hours of work; or the need to retrain Caregivers; or the need to relocate Caregivers to another workplace; or the restructuring of jobs.
- (i) In this term, relevant Caregivers means the Caregivers who may be affected by the major change.

## **9.2 Changes to Rosters of Hours of Work**

- (a) Where the Employer proposes to change a Caregiver's regular roster or ordinary hours of work, the Employer must consult with the Caregiver or Caregivers affected and their representatives, if any.
- (b) The Employer will:
  - (i) provide to the Caregiver or Caregivers affected and their representatives, if any, information about the proposed change i.e. information about the nature of the change to the Caregiver's regular roster or ordinary hours of work and when that change is proposed to commence;
  - (ii) invite the Caregiver or Caregivers affected and their representatives, if any, to give their views about the impact of the proposed change, including any impact in relation to their family or caring responsibilities; and
  - (iii) give consideration to any view about the impact of the proposed change that are given by the Caregiver or Caregivers concerned and/or their representatives, if any.
- (c) The requirement to consult under this clause does not apply where a Caregiver has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.
- (e) At any stage during this process a Caregiver may appoint a representative of their choice in writing. The Employer's obligation to consult or provide information to the representative only occurs after written notice is provided to the Employer.

## **11. DISPUTE RESOLUTION PROCEDURE**

- (a) In the event of a dispute in relation to a matter arising under this Agreement or the National Employment Standards ("NES"), in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the Caregiver or Caregivers concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the Caregiver or Caregivers concerned and more senior levels of management as appropriate.
- (b) A party to the dispute may appoint another person, organisation or association, which may be a union representative including HSU, to accompany or represent them in relation to the dispute.
- (c) If a dispute in relation to a matter arising under the Agreement or the NES is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the Fair Work Commission for resolution by conciliation and, where the matter in dispute remains unresolved, arbitration.

- (d) It is a term of this Agreement that while the dispute resolution procedure is being conducted work shall continue normally unless a Caregiver has a reasonable concern about an imminent risk to his or her health or safety.

## **12. DEFINITIONS**

- (a) "Act" shall mean the Fair Work Act 2009.
- (b) "Day worker" means a person who works his/her ordinary hours from Monday to Friday, inclusive, and who commences work on such days at or after 5.30 a.m. and before 10.00 a.m., otherwise than as part of a shift system.
- (c) "Service" for incremental purposes shall mean the completion of 1976 working hours per annum.
- (d) "Shift Worker" means a worker who is not a day worker as defined.
- (e) "Apprentice" means a Caregiver who is party to an apprenticeship contract, and includes a person who is employed as an apprentice and in respect of whom an apprenticeship contract is in force under the Apprenticeship and Traineeship Act 2001.
- (f) "Supervision"
- (i) "Direct Supervision" shall mean that a person:
- (1) receives detailed instructions on the work to be performed; and
  - (2) performs tasks which are part of an overall work routine; and
  - (3) is subject to regular personal progress checks on the work being performed.
- (ii) "General Supervision" shall mean that a person:
- (a) receives instructions on what is required on unusual or difficult features of the work and on the method of approach when new procedures are involved; and
  - (b) is normally subject to progress checks which are usually confined to unusual or difficult aspects of the tasks; and
  - (c) has the knowledge and experience required to perform the duties, usually without specific instructions, but has assignments reviewed on completion.
- (iii) "Limited Supervision" shall mean that a person:
- (a) may be subject to progress checks which will be principally confined to establishing that satisfactory progress is being made; and
  - (b) may have assignments reviewed on completion
- (g) "Union" or "HSU" means the HSU New South Wales Branch
- (h) "Caregiver" means an employee classified in accordance with Schedule 1 of the Agreement employed by the Employer.

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

**13. WAGES**

- (a) Wages will be determined as follows:
- (b) For Support Services employees in Schedule 2 (covered in Table 3):

Column 1	Column 2	Column3
3.5%	3.5%	3.0%

For all other classifications in Schedule 2:

Column 1	Column 2	Column3
2.5%	3.5%	3.0%

- (c) The wage increases in subclause (a) hereof shall be payable as follows:
- (i) The amount shown in Column 1 shall be payable from the beginning of the first full pay period to commence on or after 1 July 2023.
  - (ii) The amount shown in Column 2 shall be payable from the beginning of the first full pay period to commence on or after 1 July 2024.
  - (iii) The amount shown in Column 3 shall be payable from the beginning of the first full pay period to commence on or after 1 July 2025.
- (d) In relation to sub-clause (c)(i), The Employer confirms that for ‘all other classifications’ this amount was passed on to all employees administratively, and for Support Services employees, there will be backpay of the additional 1% for 1 July 2023 (as such employees received a 2.5% increase by administrative action on / from 1 July 2023).



- (e) The wage increases referred to in subclause (a) of this Clause shall be absorbed into any payment made to the Caregiver beyond the minimum rates contained within this Agreement.
- (f) Any further wage increase shall be at the discretion of the Employer, unless the rate of pay falls below the Modern Award rate, in such circumstances the rate of pay shall default to the minimum rate prescribed in accordance with the relevant Modern Award rate..
- (g) Rates of pay as increased by this Agreement are set out in Schedule 2.
- (h) The loadings for casual Caregivers as per this Agreement shall be calculated and paid in accordance with Schedule 2 of the Agreement.

#### **14. HOURS**

- (a) The ordinary hours of work of Caregivers, exclusive of meal times, shall be 152 hours per 28 calendar days.
- (b) The hours of work prescribed in subclause (a) above shall be worked in one of the following ways:
  - (i) 38 hours per week, to be arranged in order that a Caregiver shall not be required to work their ordinary hours on more than five days in one week; or
  - (ii) 76 hours per fortnight, to be arranged in order that a Caregiver shall not be required to work his/her ordinary hours on more than ten days in the fortnight; or
  - (iii) 152 hours per 28 calendar days, to be arranged in order that a Caregiver shall not be required to work his/her ordinary hours on more than 19 days in the cycle.
- (c) Each shift shall not consist of more than 10 ordinary hours of work per day, provided that such shifts shall not be worked on more than 12 consecutive days.
- (d) Except for one meal break each day, all time from the time of commencing until the time of finishing duty each day shall be computed as ordinary working time.
- (e) Caregivers who are engaged for less than a 7.6 hour shift on any one day shall only be entitled to one tea break of 10 minutes, provided a minimum of four hours work is completed. Two separate ten-minute intervals (in addition to meal breaks) shall be allowed each Caregiver on duty during each ordinary shift. Subject to agreement between the Employer and the Caregiver, such intervals may alternatively be taken as one 20-minute interval or by one 10-minute interval with the Caregiver allowed to proceed off duty 10 minutes before completion of the normal shift finishing time. Such interval(s) shall count as working time.
- (f) Each Caregiver shall be entitled to not less than four full days (being a 24 hour period) in each fortnight free from duty or two full days in each week free from duty and such rostered days off shall, where practicable, be consecutive.
- (g) Full-time Caregivers shall receive a minimum payment of four hours for each start in respect of ordinary hours of work. Permanent part-time Caregivers shall receive a minimum payment of three hours for each start in respect of ordinary hours of work. Casual Caregivers shall receive a minimum payment of three hours for each such start.

- (h) Fixed period of 38 hours a week
- (i) The hours of work for a full time Caregiver can be arranged by mutual agreement between the Employer and a Caregiver to be for a fixed period of 38 hours per week without any additional time being worked towards the accumulation of an ADO. All new Caregivers, employed on or after the 3 August 2016, shall be employed in accordance with a 38 hour week, with no accumulation of an ADO.
- (1) Notwithstanding the provision of paragraph (i)(i) above, Caregivers may, with the agreement of the Employer in consideration of operational requirements, have their prescribed hours of work arranged in such a manner that in each roster cycle of 28 calendar days each Caregiver shall not work his/her ordinary hours of work on more than 19 days in the cycle.
- (ii) Notwithstanding paragraph (i) above, a Caregiver who before 3 August 2016 had their hours of work arranged in accordance with paragraph (iii) of subclause (b) of this clause shall access an ADO in the following manner:
- (1) A Caregiver shall be entitled to an allocated day off in each roster cycle of 28 calendar days or 35 calendar days, as the case may be. Such Caregivers shall have the hours worked on each of those days arranged to include a proportion of one hour on the basis of 0.4 of one hour for each eight-hour shift worked and 0.5 of one hour for each ten-hour shift which shall accumulate towards the Caregiver's ADO.
- (2) The Caregiver's ADO duty prescribed above shall be taken at an agreed time having regard to the needs of the place of employment. Such ADO shall, where possible, be consecutive with the rostered days off prescribed in subclause (f) of this clause. Provided that the Employer and the Caregiver may agree to accumulate up to six ADOs off per year, to be taken in conjunction with the Caregiver's annual leave or, by mutual agreement, taken at another time within 18 months of such accrual occurring.
- (3) ADOs duty may not be rostered to occur on public holidays.
- (4) No time towards ADO duty shall accrue during periods of workers' compensation, long service leave, parental leave or any period of unpaid leave, or the statutory four weeks annual leave. However, a Caregiver returning to duty from the abovementioned leave shall be given the next ADO in sequence.
- (5) Where a Caregiver's ADO duty falls during a period of paid sick leave the Caregiver's available sick leave shall not be debited for that day.
- (iii) Caregivers must take an amount of ADO leave during a particular period if:
- (1) at the time the direction is given, the Caregiver is deemed to have an excess accrued ADO balance. An excess accrued ADO balance is any leave balance greater than the caregiver's monthly entitlement.
- (2) the conditions within Clause 29 are met.

**15. WORKLOAD MANAGEMENT**

- (a) The parties to this agreement acknowledge that Caregivers and management have a responsibility to maintain a balanced workload and recognise the adverse affects that excessive workloads may have on Caregiver/s and the quality of resident/client care.
- (b) To ensure that Caregiver concerns involving excessive workloads are effectively dealt with by Management the following procedures should be applied:
  - (i) In the first instance, Caregiver/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
  - (ii) If a solution still cannot be identified and implemented, the matter should be referred to the Facility Manager for further discussion. The facility manager will respond within 48 hours.
  - (iii) If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager for further discussion. The senior manager will respond within a further 48 hours.
  - (iv) The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the effected Caregivers.
- (c) Workload management will be an agenda item at staff meetings on at least a quarterly basis. Items in relation to workloads will be recorded in the minutes of the staff meeting, as well as actions to be taken to resolve the workloads issue/s. Resolution of workload issues should be based on the following criteria including but not limited to:
  - (i) Clinical assessment of residents' needs;
  - (ii) The demand of the environment such as facility layout;
  - (iii) Statutory obligation, (including, but not limited to, workplace health and safety legislation);
  - (iv) The requirements of nurse regulatory legislation;
  - (v) Reasonable workloads;
  - (vi) The mix of staff including skills, training and experience
  - (vii) Accreditation standards;
  - (viii) Budgetary considerations; and
  - (ix) Occupancy.
- (d) If the issue is still unresolved, the Caregiver/s may advance the matter through Clause 10 Dispute Resolution with the exception of referring to the FWC. Arbitration of workload management issues by the FWC may only occur by agreement of the Employer and the relevant Association.

**16. ROSTER OF HOURS**

- (a) The ordinary hours of work for each Caregiver shall be displayed on a roster in a place conveniently accessible to Caregivers, including via electronic method. Where reasonably

practicable, the roster shall be displayed at least two weeks in advance, but in any case at least one week prior to the commencing date of the first working period in the roster.

- (b) Provided that this provision shall not make it obligatory for the Employer to display any roster or ordinary hours of work of casual Caregiver.
- (c) Seven days' notice will be given of a change in a roster. Provided further that a roster may be altered at any time to enable the service of the private hospital to be carried on where another Caregiver is absent from duty on account of illness or in emergency, but where such alteration involves a Caregiver working on a day which would have been his or her day off, such Caregiver may elect to be paid at overtime rates or have a day off in lieu thereof, which shall be as mutually arranged.
- (d) The Employer may change the Caregiver's roster at short notice for any reasonable grounds including unexpected emergent situations and unforeseen fluctuations in patient dependency.

## **17. OVERTIME**

- (a) Caregivers shall work reasonable overtime when required by the Employer.
- (b)
  - (i) Subject to paragraph (ii) hereof all time worked by permanent full time Caregivers in excess of the rostered daily ordinary hours of work shall be overtime and shall be paid for at the rate of time and one half for the first two hours and double time thereafter in respect of each overtime shift worked or in respect of overtime worked prior to or at the conclusion of a normal shift. Provided that overtime worked on Sundays shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.
  - (ii) All time worked by permanent part time Caregivers, in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time Caregivers employed on that shift in the ward or section concerned shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.

Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time Caregivers employed on that shift in the ward or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
  - (iii) All authorised time worked by casual Caregivers, in excess of 10 ordinary hours of work per day or 38 hours per week, shall be paid at overtime rates and these shall be time and a half for the first two hours and double time thereafter. Provided that overtime worked on Sundays shall be paid for at the rate of double time and on public holidays at the rate of double time and one half. For clarity, such overtime penalty rates are to be applied on the casual hourly rate (being the base rate of pay for the applicable classification plus 25%).
- (c) A Caregiver recalled to work overtime after leaving the Employer's premises shall be paid for a minimum of four hours work at the appropriate rate for each time so recalled. If the work required is completed in less than four hours, the Caregiver shall be released from duty.

- (d) A Caregiver required to work overtime following on the completion of their normal shift for more than two hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hours of overtime. All such time shall be counted as time worked; provided that benefits of this subclause shall not apply to permanent part time Caregivers, until the expiration of the normal shift for a majority of the full-time Caregivers employed on that shift in the ward or section concerned.
- (e) A Caregiver recalled to work overtime after leaving the Employer's premises and who is required to work for more than four hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hour's overtime; all such time shall be counted as time worked.
- (f) The meals referred to in subclauses (d) and (e) of this clause shall be allowed to the Caregiver free of charge. Where the hospital is unable to provide such meals, an allowance per meal of the sum set out in Item 2 of Table 7 - Other Rates and Allowances, of Schedule 2, shall be paid to the Caregiver concerned.
- (g) Where a Caregiver is required to work an overtime shift on his or her rostered day off, the appropriate meal breaks for that shift, as prescribed by Clause 14 - Hours, shall apply.
- (h) In the case where a Caregiver, after consultation with their manager, is not able to take a meal break, then the time should be treated as time worked.
- (i) A Caregiver, excluding a casual, who works so much overtime:
  - (i) between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least eight consecutive hours off duty between these times; or
  - (ii) on a Saturday, a Sunday and a holiday, not being ordinary working days, or on a rostered day off without having had eight consecutive hours off duty in the twenty-four hours preceding their next day or shift; shall subject to this subclause, be released after completion of such overtime until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the Employer such a Caregiver resumes or continues to work without having such eight consecutive hours off duty they shall be paid at double time of the appropriate rate applicable on such day until they are released from duty for such period and they then shall be entitled to be absent until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (j) Reasonable additional hours
  - (i) Subject to paragraph (ii) an Employer may require a Caregiver to work reasonable overtime at overtime rates unless or as otherwise provided for under the Agreement.
  - (ii) A Caregiver may refuse to work overtime in circumstances where the working of such overtime would result in the Caregiver working hours which are unreasonable.
  - (iii) For the purposes of paragraph (ii) what is unreasonable or otherwise will be determined having regard to:
    - (iv) any risk to Caregiver health and safety.

- (v) The Caregiver's personal circumstances including any family and carer responsibilities.
- (vi) The needs of the workplace or enterprise.
- (vii) The notice (if any) given by the Employer of the overtime and by the Caregiver of his or her intention to refuse it; and
- (viii) Any other relevant matter.

**Time off in Lieu (TOIL)**

- (k) In lieu of receiving payment for overtime in accordance with this clause, Caregivers (excluding casuals) may be compensated by way of time off in lieu of overtime on the following basis:
  - (i) Such time will accrue based on the overtime equivalent – meaning that if one hour of overtime work on a Sunday is accrued as TOIL, it will translate to 2 hours of time off (as Sunday overtime is double time).
  - (ii) Time off in lieu of overtime must be taken within four months of it being accrued at ordinary rates.
  - (iii) Where it is not possible for a Caregiver to take the time off in lieu of overtime within the four month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made. Further, if, on the termination of the employee's employment, accrued time off for overtime has not been taken, the Employer will pay the employee for the overtime at the overtime rate applicable to the overtime when worked.
  - (iv) Caregivers cannot be compelled to take time off in lieu of overtime.
  - (v) Records of all time off in lieu of overtime owing to Caregivers and taken by Caregivers must be maintained by the Employer.

**18. MEALS**

- (a) Thirty (30) minutes shall be allowed for each meal, provided that, where a Caregiver is called upon to work for any portion of his/her meal break, such time shall count as ordinary working time, otherwise such period shall be unpaid.
- (b) A Caregiver shall not be required to work more than six hours without a meal break. Such meal break shall be of 30 minutes duration, and shall not count as time worked.
- (c) Notwithstanding the provisions of subclause (a) of this clause, a Caregiver required to work in excess of ten ordinary hours, shall be entitled to a 30-minute unpaid meal break.
- (d) A Caregiver who is required to work overtime for more than two hours and such overtime goes beyond 7:00 a.m., 1:00 p.m. and 6:00 p.m. shall, at the option of the Employer, be supplied with an adequate meal or shall be paid the amounts set out in Item 2 of Table 7 - Other Rates and Allowances of Schedule 2.

**19. PART TIME WORK**

- (a) A permanent part-time Caregiver is one who is permanently appointed by the hospital to work a specified number of hours which are less than those prescribed for a full-time Caregiver. By

agreement between Employer and Caregiver, the specified number of hours may be balanced over a week and/ or a fortnightly period, provided that the average weekly hours shall be deemed to be the specified number of hours for the purposes of accrual of annual leave.

- (b) Permanent part-time Caregivers shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate weekly rate prescribed by Rates of Pay, of Schedule 2, unless hourly rates are specified for the respective classification.
- (c) Permanent part-time Caregivers shall be entitled to all other benefits of this Agreement not otherwise expressly provided for herein in the same proportion as their ordinary hours of work are to full-time hours.
- (d) Before commencing employment, the Employer and Caregiver will agree in writing on:
  - (i) the span of hours that the Caregiver may be rostered within a fortnight. This span of hours shall include which shifts the Caregiver may be rostered to work; and
  - (ii) the days of the week the Caregiver may be rostered to work within a fortnight; and
  - (iii) the agreed minimum number of contracted hours to be worked per fortnight.
  - (iv) Notwithstanding the overtime provisions prescribed in this Agreement, a part time Caregiver 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 Caregiver in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time Caregivers employed on that shift in the ward or section concerned or 76 hours in a fortnight, will be paid at the rate of time and a half for the first two hours and double time thereafter, except on Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half. No part-time Caregiver shall be directed to work in excess of their rostered ordinary hours.
  - (v) Where a part time employee does not agree / is required to work the additional hours, the applicable overtime penalty rates will apply to the additional hours worked.
- (e) Any additional shifts that arise due to the need of the Employer to supplement the workforce and/or respond to fluctuations caused by absence or emergency, shall be offered where ever possible to permanent part-time Caregivers first and prior to the engagement of any casual Caregivers. Such additional shifts shall be paid at the ordinary time rate of pay and shall accrue relevant leave entitlements (annual leave and personal leave), where such hours are less than those prescribed for a full-time Caregiver over the span of a fortnight.
- (f) Where the Caregiver is regularly working more than their specified contract hours they may request that their contracted hours are reviewed by their Manager. The Manager will formally respond to the request by the Caregiver stating the reasons if the request is not agreed to. The Manager will not unreasonably reject the request. The Manager will also take into account that the hours worked in the following circumstances will not be incorporated to any adjustment made:
  - (i) if the increase in hours is as a direct result of a Caregiver being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
  - (ii) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident or client.

- (iii) Any adjusted contracted hours resulting from a review by the Employer should however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

## **20. CASUAL EMPLOYEES**

- (a) A casual Caregiver is an employee who meets the definition at section 15A of the FW Act.
- (b) A casual Caregiver shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate, prescribed by Schedule 2 of this Agreement, plus twenty five per cent (25%) thereof, with a minimum payment of three hours for each engagement and one-thirty-eighth of the uniform and laundry allowances, where a uniform is not supplied in accordance with Clause 37, Uniforms and Protective Clothing.
- (c) A casual Caregiver who is required to and does work on a public holiday prescribed by Clause 24, Public Holidays, shall be paid 275% for all time worked in lieu of the casual loading provided for in subclause (b) of this clause.
- (d) For weekend and public holiday work, casual Caregivers shall, in lieu of all other penalty rates and the casual loading, receive the following rates:
  - (i) time and three-quarters for work between midnight Friday and midnight Sunday;
  - (ii) 275% for work on a public holiday.
- (e) For the entitlement to long service leave, see Long Service Leave Act 1955.
- (f) A casual Caregiver is not entitled to annual leave, paid personal leave, paid compassionate leave and public holidays and overtime provisions except what is included in Clause 17 (b) (iii).
- (g) Casual Conversion

In addition to the NES processes around casual conversion, a casual Caregiver who has been rostered on a regular and systematic basis over 26 weeks, (provided that the rostering pattern has not resulted from coverage for extended absences such as maternity leave, long service leave, workers compensation leave and extended sick leave), has the right to request conversion to permanent employment and that request will not be unreasonably refused by the Employer.

## **21. PENALTY RATES AND SHIFT ALLOWANCES**

- (a) All time worked by all Caregivers between 6.00 pm and 6.00 am, Monday to Friday, shall receive an allowance of twenty-one per cent (21%) in addition to their ordinary rate of pay.
- (b) Caregivers whose ordinary working hours include work on a Saturday or Sunday shall be paid:
  - (i) for work between midnight Friday and midnight on Saturday - time and one half;
  - (ii) for work between midnight Saturday and midnight on Sunday - time and three quarters.

These penalties shall be in substitution for and not cumulative upon the shift allowances expressed in subclause (a).



**22. KILOMETRE ALLOWANCE**

Caregivers required by the Employer to use their own vehicles to carry out their work shall be paid in accordance with Australian Tax Office (ATO) rates as amended from time to time. The rates that shall apply from the date this Agreement commences operation are set out in Item 8 of Table 7 - Other Rates and Allowances of Schedule 2.

**23. ALLOWANCES FOR SPECIAL WORKING CONDITIONS**

- (a) A Caregiver sent for duty to a place other than his/her regular place of duty shall be paid for all excess travelling time at the appropriate rate of pay and reimbursed excess travelling expenses.
- (b) On-Call
  - (i) A Caregiver required by the Employer otherwise than as provided for in (ii) hereunder shall be paid the sum as set out in Item 4 of the said Table 7 for each twenty-four hours or part thereof provided that only one allowance shall be payable in any period of twenty-four hours.
  - (ii) A Caregiver required to be on-call on rostered days off shall be paid the sum set out in Item 4 of the said Table 7 for each extra period of twenty-four hours or part thereof.

**24. PUBLIC HOLIDAYS**

- (a) For the purpose of this Agreement the following shall be deemed to be public holidays, viz: New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday, Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day; and any other day duly proclaimed and observed as a public holiday within the area in which the place of employment is situated.
- (b)
  - (i) In addition to those public holidays specified in subclause (a), Caregivers shall be entitled to an extra public holiday each year. Such public holiday shall occur on the day on which August Bank Holiday is observed, or at the election of the Employer may be transferred as an additional public holiday to a day between Christmas and New Year.
  - (ii) Any individual Employer wishing to transfer the August Bank holiday shall nominate before 1 July of each calendar year the day on which the additional public holiday is to be observed. Such date shall occur within the days Monday to Friday inclusive and shall not coincide with a date that is already a gazetted public holiday for that calendar year. Once such an election is made, such date then becomes the date on which the additional public holiday is to be observed for all workers in that establishment covered by this Agreement.
  - (iii) The foregoing does not apply in areas where in each year:-
    - (1) A day in addition to the eleven (11) named public holidays specified in subclause (a) is proclaimed and observed as a public holiday; or
    - (2) Two half-days in addition to the eleven (11) named public holidays specified in subclause (a) are proclaimed and observed as half-public holidays.
- (c) Public holidays shall be allowed to Caregivers without loss of ordinary pay.

- (d) A Caregiver who is required to and does work on any public holiday prescribed in this clause, shall be paid in lieu of all other shift allowances, weekend penalty rates, or casual loading , as follows:
- (iii) Full-time Caregivers:
    - (1) double time and a half for such time worked
    - (2) alternatively, time and a half for such time worked and one ordinary working day added to the period of CPH leave (paid leave to be taken by agreement with the Employer).
  - (iv) Permanent part-time Caregivers:
    - (1) double time and half for all time worked;
    - (2) alternatively, if the Caregiver so elects - time and a half for all time worked and the equivalent number of hours worked added to CPH leave (paid leave to be taken by agreement with the Employer).
  - (v) Casual Caregivers shall be paid at the rate of double time and one half for all time worked.
- (e) Full-time shift-workers rostered off duty on a public holiday, which falls on a normal rostered day, shall:
- (vi) be paid one day's pay in addition to the weekly rate; or
  - (vii) if the Caregiver so elects - have one day added to their period of annual leave.
- (f) The elections provided for in subclauses (d) and (e) shall not be altered by the Caregiver during the currency of this Agreement, unless agreed to by the Employer.

## **25. PERSONAL / CARERS LEAVE**

- (a) Subject to the following limitations and conditions, a full time Caregiver is entitled to 76 hours of personal leave for each completed year of service.
- (i) Accrual of Paid Personal/Carer's Leave
  - (ii) A Caregiver's entitlement to paid personal leave accrues progressively during a year of service according to the Caregiver's ordinary hours of work, and accumulates from year to year.
  - (iii) All periods of personal leave shall be certified by a registered health practitioner, or where this is not reasonably practicable, by a statutory declaration. The Employer may dispense with the requirements of a certificate from a registered health practitioner when the absence does not exceed two consecutive days or where, in the Employer's opinion, the circumstances are such as not to warrant such requirement.
  - (iv) Each Caregiver shall notify the Employer of an absence from work due to illness or injury prior to the commencement of her/his rostered shift or as soon as practicable thereafter and shall, as far as possible, inform the Employer of the estimated duration of the absence.

- (b) Part-time Caregivers - A part-time Caregiver shall be entitled to personal leave on a pro-rata basis according to the Caregiver's ordinary hours of work. Such leave accumulates from year to year. Such entitlements shall be subject to all the above conditions applying to full-time Caregivers.
- (c) With respect to a Caregiver who is eligible for personal leave for illness/injury and who produces a satisfactory certificate from a registered health practitioner to the effect that he/she has been incapacitated for a period while on annual leave, the Employer may re-credit such Caregiver with an equivalent period of annual leave.
- (d) Subject to the provision of a satisfactory certificate from a registered health practitioner and sick leave being due, long service leave shall be re-credited where an illness of at least one week's duration occurs during the period of long service leave; provided that the period of leave does not occur prior to retirement, resignation or termination of services.
- (e) Carer's Leave
  - (i) A Caregiver, other than a casual Caregiver, with responsibilities in relation to a member of their immediate family or household as defined in Clause 12, who requires care and support because of a personal illness or injury affecting the member or there is an unexpected emergency affecting the member, shall be entitled to use, in accordance with this subclause, any current or accrued personal leave entitlement, provided for under this Clause, for such absences. Such leave may be taken for part of a single day.
  - (ii) The Caregiver shall, if required, establish, either by production of a certificate from a registered health practitioner or statutory declaration, the illness/ injury of the person concerned and that the illness/ injury is such as to require care or support by another person.
  - (iii) A Caregiver shall, wherever practicable, give the Employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care or support and that person's relationship to the Caregiver, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Caregiver to give prior notice of absence, the Caregiver shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.
- (f) Unpaid Carer's Leave
  - (i) Where a Caregiver has exhausted all paid personal leave entitlements, or in relation to a casual employee, he or she is entitled to take unpaid personal leave to care for members of his or her immediate family or household who are sick and require care or support or who require care or support due to an unexpected emergency. The Employer and the Caregiver shall agree on the period. In the absence of agreement, the Caregiver is entitled to take up to two days of unpaid leave per occasion, provided the requirements of (e) (ii) and (iii) are met.

## **26. PARENTAL LEAVE**

- (a) Except as hereinafter provided, Caregivers shall be entitled to parental leave in accordance with the provisions of the Fair Work Act 2009. A summary of the entitlement is provided below.

### **Interpretation**

(b) In this Clause:

'adoption', in relation to a child, is a reference to a child who:

- (i) is not the child (otherwise than because of the adoption) of the Caregiver or the Caregiver's spouse;
- (ii) is less than 16 years of age; and
- (iii) has not lived continuously with the Caregiver for 6 months or longer;
- (iv) 'continuous service' means service under an unbroken contract of employment and includes:
  - (v) any period of parental leave; and
  - (vi) any period of authorised leave or absence.

'expected date of birth' means the day certified by a medical practitioner to be the day on which the medical practitioner expects the Caregiver or the Caregiver's spouse, as the case may be, to give birth to a child;

'parental leave' means leave provided for by subclause (c) of this clause;

'spouse' includes a de facto partner.

### **Entitlement to parental leave (Unpaid)**

(c)

- (i) Subject to this subclause and to subclauses (e) and (f) hereof, a Caregiver is entitled to take up to 52 consecutive weeks of unpaid leave in respect of -
  - (1) the birth of a child to the Caregiver or the Caregiver's spouse; or
  - (2) the placement of a child with the Caregiver with a view to the adoption of the child by the Caregiver; or
  - (3) the Caregiver has or will have responsibility for the care of the child.
- (ii) A Caregiver is not entitled to take parental leave unless he or she:
  - (1) has, before the expected date of birth or placement, completed at least 12 months' continuous service with the Employer;
  - (2) has given the Employer at least 10 weeks' written notice of his or her intention to take the leave or 4 weeks in the event of concurrent leave that is to be taken in separate periods and is not the first of those periods. Provided that if it is not practicable to do so, then as soon as practicable which may be a time after the leave has started; and
  - (3) has notified the Employer of the dates on which he or she wishes to start and finish the leave.

- (iii) A Caregiver shall not be in breach of this Clause as a consequence of failure to give the required notice if such failure is occasioned by the confinement or adoption placement occurring earlier than the expected date.

**Concurrent Leave**

- (iv) A Caregiver is not entitled to take parental leave at the same time as the Caregiver's spouse, except to the extent of concurrent leave of up to eight weeks authorised under the Fair Work Act 2009.
- (v) Concurrent leave may be taken in separate periods and must not be taken in a period of less than 2 weeks unless otherwise agreed by the Employer.
- (vi) Concurrent leave must not start before the date of birth of the child if the leave is birth-related leave, or the day of placement of the child if the leave is adopted-related leave unless otherwise agreed by the Employer.
- (vii) The entitlement to parental leave is reduced by any period of parental leave taken by the Caregiver's spouse in relation to the same child.

**Entitlement to parental leave (Paid)**

- (d) Caregiver shall be entitled to paid parental leave in accordance with this clause subject to:
  - (i) Meeting the requirements for parental leave as specified in subclause (c) of this clause.
  - (ii) The period of paid parental leave shall coincide with a period of parental leave.
  - (iii) The entitlement to paid parental leave shall be:
    - (1) 14 week's paid parental leave for the primary carer, which may be taken at half pay over 28 weeks.
  - (iv) The rate of pay for parental leave shall be based on the Caregiver's ordinary rate of pay prior to proceeding on leave. The employer-paid parental leave provided by this sub-clause will be treated as 'ordinary time earnings' for the purposes of superannuation contributions. This means the Employer will make superannuation contributions on behalf of the Caregiver during the paid parental leave period.
  - (v) The period of paid parental leave is reduced by any period of paid parental leave taken by the Caregiver's spouse in relation to the same child.
  - (vi) Paid parental leave must be taken in accordance with subclause (h).

**Certification**

- (e)
  - (i) A Caregiver who has given notice of his or her intention to take parental leave, other than for adoption, is to provide to the Employer a certificate from a medical practitioner stating that the Caregiver or the Caregiver's spouse, as the case may be, is pregnant and the expected date of birth.
  - (ii) A Caregiver who has given notice of his or her intention to take parental leave for adoption, is to provide to the Employer:

- (1) a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the Caregiver for adoption purposes; or
- (2) a statement from the appropriate government authority confirming that the Caregiver is to have custody of the child pending an application for an adoption order.

#### **Notice of spouse's parental leave**

(f)

- (i) A Caregiver who has given notice of his or her intention to take parental leave or who is actually taking parental leave is to notify the Employer of particulars of any period of parental leave taken or to be taken by the Caregiver's spouse in relation to the same child.
- (ii) Any notice given is to be supported by a statutory declaration by the Caregiver as to the particulars notified.

#### **Transfer to a safe job**

(g)

- (i) Where in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Caregiver make it inadvisable for the Caregiver to continue in her present position during a stated period (the risk period), the Caregiver shall, if the Employer deems it practicable, be transferred to a safe job with no other change to the Caregiver's terms and conditions of employment, and the Caregiver shall be paid for the safe job at the Caregiver's full rate of pay (for the position she was in before the transfer) for the hours that she works in the risk period.
- (ii) If the transfer to a safe job is not practicable, the Caregiver shall be entitled to 'no safe job leave' where the Employer shall pay the Caregiver at the Caregiver's base rate of pay for the Caregiver's ordinary hours of work during the risk period, but the Employer may require further medical certificates to be provided in accordance with the provisions of the Fair Work Act 2009. Provided that 'no safe job leave' will cease when parental leave commences.

#### **When leave must commence**

(h)

- (i) If the leave is birth-related leave, the period of leave must start on the date of birth of the child.
- (ii) If the leave is adoption-related leave, the period of leave must start on the day of placement of the child.
- (iii) A Caregiver who is pregnant and who has given notice of their intention to take parental leave, and who works during the 6 week period before the expected date of birth of the child may be required to provide the Employer a medical certificate advising whether the Caregiver is fit for work. This process will be governed by the terms of the NES, and the Caregiver may be required to commence parental leave.
- (iv) Provided that leave may start at a later time if the employee has a spouse who is not an employee and the spouse has a responsibility for the care of the child for the period between the date of birth or day of placement of the child and the start date of the leave.

**Right to request variation of Period of Parental Leave**

(i)

- (i) Provided the aggregate of any leave does not exceed the period to which the Caregiver is entitled under subclause (c) hereof:
  - (1) the period of parental leave may be lengthened once only by the Caregiver giving the Employer written notice of the proposed extension at least 4 weeks before the end date of the original leave period;
  - (2) the period may be further lengthened only by agreement between the Caregiver and the Employer.
- (ii) The period of parental leave may, with the consent of the Employer, be shortened by the Caregiver giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

Notwithstanding provisions in subclause (c), a Caregiver may seek an extension of parental leave from 12 months to 24 months, provided that the total leave of an employee couple shall not exceed 24 months. Such a request shall be in writing and may not be unreasonably refused.

**Cancellation of Parental Leave**

(j)

- (i) Parental leave, other than adoption leave, applied for but not commenced, shall be cancelled when the pregnancy of the Caregiver or the Caregiver's spouse terminates other than by the birth of a living child.
- (ii) Where the pregnancy of a Caregiver on maternity leave terminates other than by the birth of a living child, or the placement of child for adoption with a Caregiver does not proceed or continue, the employer must give at least 4 weeks' notice to the caregiver to resume work or where a female Caregiver who has given birth, not earlier than 6 weeks after the date of birth of the child.

**Special Maternity Leave and Sick Leave**

(k)

- (i) A female caregiver is entitled to a period of unpaid special maternity leave if she is not fit for work during that period because:
  - (1) she has a pregnancy-related illness; or
  - (2) She has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.
- (ii) If a caregiver has an entitlement to paid sick leave she may take that leave instead of taking unpaid special maternity leave under this subclause.
- (iii) The above period of leave shall be supported by a certificate from a duly qualified medical practitioner.

- (iv) Special Maternity Leave (including paid sick leave accessed in accordance with this subclause) does not reduce the amount of unpaid parental leave available to a caregiver.
- (v) A Caregiver returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of a Caregiver who was transferred to a safe job pursuant to subclause (g) to the position she held immediately before such transfer.
- (vi) Where such position no longer exists but there are other positions available, for which the Caregiver is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

#### **Special Parental Leave for Adoption Purposes**

- (l) A Caregiver seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Caregiver and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the Caregiver is entitled to take up to two days unpaid leave. Where paid leave is available to the Caregiver, the Employer may require the Caregiver to take such leave instead.

#### **Parental Leave and Other Leave Entitlements**

- (m)
  - (i) A Caregiver may take any annual leave, long service leave, accrued time off or time off in lieu to which he or she is then entitled, in lieu of or in conjunction with parental leave, provided that it does not extend the period to which the Caregiver is entitled under subclause (c) hereof.
  - (ii) Paid authorised absences other than those referred to in subclause (m)(i) above shall not be available to a Caregiver during his or her absence on parental leave.

#### **Return to work after parental leave**

- (n)
  - (i) A Caregiver shall confirm his or her intention of returning to work by notice in writing to the Employer given not less than four weeks prior to the expiration of the period of parental leave.
  - (ii) On finishing parental leave, a Caregiver is entitled to the position he or she held immediately before starting parental leave.
  - (iii) If the position referred to in subclause (n)(ii) is not available, the Caregiver is entitled to an available position:
    - (1) for which the Caregiver is qualified; and
    - (2) that the Caregiver is capable of performing, most comparable in status and pay to that of his or her former position.
  - (iv) Where, immediately before starting parental leave, a Caregiver was acting in, or performing on a temporary basis the duties of, the position referred to in subclause (n)(ii), that



subsection applies only in respect of the position held by the Caregiver immediately before taking the acting or temporary position.

- (v) Notwithstanding the provisions of this clause, a Caregiver may request to return to work on a part time basis (or reduced part time basis in the case of an existing part time Caregiver) where the Caregiver is the parent, or has responsibility for the care of the child who is of school age or younger to enable the Caregiver to care for the child. Such a request may not be unreasonably refused.

#### **Effect of parental leave on employment**

- (o) Absence on parental leave:
  - (i) does not break the continuity of service of a Caregiver; and
  - (ii) is not to be taken into account when calculating the period of service for a purpose of this Agreement or a relevant contract of employment.

#### **Termination of Employment**

- (p)
  - (i) A Caregiver on parental leave may terminate his or her employment at any time during the period of leave by notice given in accordance with this Agreement.
  - (ii) The Employer shall not terminate the employment of a Caregiver on the grounds of pregnancy or absence on parental leave, but otherwise the rights of the Employer in relation to termination of employment are not hereby affected.

#### **Replacements**

- (q)
  - (i) A replacement is a person specifically engaged as a result of a Caregiver proceeding on parental leave.
  - (ii) The Employer shall, before engaging a replacement under this subclause, inform that person of the temporary nature of the employment and of the rights of the Caregiver who is being replaced.
  - (iii) The Employer shall, before engaging a person to replace a Caregiver temporarily promoted or transferred in order to replace a Caregiver exercising his or her rights under this clause, inform that person of the temporary nature of the promotion or transfer and of the rights of the Caregiver who is being replaced.
  - (iv) Provided that nothing in this subclause shall be construed as requiring the Employer to engage a replacement.

#### **Casual Employment**

- (r) A Caregiver may elect to cease parental and adoption leave, subject to any mandatory period of absence, in order to return to employment with the Employer as a casual Caregiver for the duration of the period of absence that would otherwise have applied.

- (s) Provided that it is the Caregiver's responsibility to determine if working as a casual Caregiver during this period may affect other parental leave statutory entitlements.

#### **Keeping in Touch Days**

- (t) A Caregiver may access, subject to agreement by the Employer, up to 10 keeping in touch days during the period of parental leave in accordance with the provisions of section 79A of the Fair Work Act 2009 (as amended).

#### **Caregiver leave for pre-natal or parenting classes**

- (u) If a Caregiver is required to attend pre-natal appointments or parenting classes and such appointments or classes are only available or can only be attended during the ordinary rostered shift of a Caregiver, then on production of satisfactory evidence of attendance at such appointment or class, the Caregiver may access his or her personal leave credit under the Agreement. The Caregiver must give the Employer prior notice of the Caregiver's intention to take such leave.

### **27. ANNUAL LEAVE**

#### **(a) Amount of leave**

- (i) For each year of service with his or her Employer, a Caregiver, other than a casual Caregiver, is entitled to 4 weeks of paid annual leave.
- (ii) In addition to the entitlements specified in subclause (a), a shift worker or a Caregiver who works for more than four ordinary hours on 10 or more weekends is entitled to an additional week's annual leave on the same terms and conditions. A 'shift worker' is defined as a Caregiver who is regularly rostered to work their ordinary hours outside the ordinary hours of work of a day worker as defined in this Agreement.

#### **(b) Accrual of leave**

- (i) A Caregiver's entitlement to paid annual leave accrues progressively during a year of service according to the Caregiver's ordinary hours of work, and accumulates from year to year.

#### **(c) Taking paid annual leave**

- (i) Paid annual leave may be taken for a period agreed between a Caregiver and his or her Employer.
- (ii) The Employer must not unreasonably refuse to agree to a request by the Caregiver to take paid annual leave.

#### **(d) Caregiver not taken to be on paid annual leave at certain times**

- (i) If the period during which a Caregiver takes paid annual leave includes a day or part-day that is a public holiday in the place where the Caregiver is based for work purposes, the Caregiver is taken not to be on paid annual leave on that public holiday.
- (ii) If the period during which a Caregiver takes paid annual leave includes a period of any other leave (other than unpaid parental leave) under this Agreement, or a period of absence from employment in regard to community service leave, the Caregiver is taken not to be on paid annual leave for the period of that other leave or absence.

- (e) Payment for annual leave
  - (i) If, in accordance with this Clause, a Caregiver takes a period of paid annual leave, the Employer must pay the Caregiver at the Caregiver's base rate of pay for the Caregiver's ordinary hours of work in the period.
  - (ii) If, when the employment of a Caregiver ends, the Caregiver has a period of untaken paid annual leave, the Employer must pay the Caregiver the amount that would have been payable to the Caregiver had the Caregiver taken that period of leave.
- (f) Cashing out paid annual leave
  - (i) Upon receipt of a written request by a Caregiver, the Employer may authorise the Caregiver to receive pay in lieu of an amount of annual leave.
    - (1) Paid annual leave must not be cashed out if the cashing out would result in the Caregiver's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
    - (2) Where a Caregiver forgoes an entitlement to take an amount of annual leave, the Caregiver must be paid at least the full amount that would have been payable to the Caregiver had the Caregiver taken the leave that the Caregiver has forgone; and
    - (3) 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.
- (g) Annual leave loading
  - (i) Caregivers who become entitled to annual leave under this clause shall receive an annual leave loading of 17½% of the appropriate ordinary rate of pay for the classification in which the Caregiver was employed immediately before commencing annual leave. Such rate of pay shall include the following Agreement allowances, namely: leading hand allowance; qualification allowances; but shall not include any penalty or overtime rates prescribed by this Agreement. Annual leave loading is only payable on four weeks of annual leave and not on the additional annual leave as set out in clause (a)(ii).
  - (ii) No loading is payable where the annual holiday is taken wholly or partly in advance, provided however, that if the employment of such a Caregiver continues until the day upon which they would have become entitled under this Agreement to such annual holiday, the loading then becomes payable, in respect of the period of such holiday and is to be calculated in accordance with the Agreement rate of wages applicable on such day.
  - (iii) Where a Caregiver who is a shift worker as defined in this Agreement, is given and takes an annual holiday they shall be paid the loading set out in paragraph (g)(i) of this subclause, provided that if the amount to which the Caregiver would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public holiday) which the Caregiver would have worked during the period of the holiday exceeds the loading calculated in accordance with this subclause, then that amount shall be paid to the Caregiver in lieu of the loading.

(h) Direction to take annual leave

Caregivers must take an amount of annual leave during a particular period if:

- (i) at the time the direction is given, the Caregiver is deemed to have an excess accrued annual leave balance. An excess accrued leave balance is any leave balance greater than 1.5x the caregiver's annual entitlement.
- (ii) the conditions within Clause 29 are met.
- (iii) no less than 2 weeks' notice is provided; and the residual balance of leave is no less than the Caregiver's annual entitlement. For example, a Caregiver who is entitled to 4 weeks annual leave, with a balance of 6 weeks, may be directed to take up to 2 weeks. A Caregiver who is entitled to 4 weeks annual leave and 1 week additional annual leave for working more than 4 ordinary hours on 10 or more weekends, with a balance of 7.5 weeks, may be directed to take up to 2.5 weeks.

Notwithstanding that a Caregiver is entitled to cash out annual leave in excess of 4 weeks accordance with clause (f).

**28. LONG SERVICE LEAVE**

(a) Long Service Leave shall be in accordance with the NSW Long Service Leave Act 1955 (as amended from time to time) or any replacement Act, except for the following.

- (i) Every Caregiver after ten years' service with the same Employer shall be entitled to two months long service leave on full pay; after fifteen years continuous service to an additional one months' long service leave on full pay; and for each five years continuous service thereafter to an additional one and one half months long service leave on full pay.
- (ii) Caregivers shall be able to access accrued long services leave any time after the completion of 7 years continuous service.
- (iii) Long service leave may be accessed in single day periods.
- (iv) Long service leave may be taken at half pay for double the period accrued or double pay for half the period accrued with the agreement of the Employer.
- (v) For the purpose of this clause
  - (1) Service shall be deemed continuous and is transferrable between St John of God Health Care Hospitals within Australia, including Group Services.
  - (2) One month equals four and one third weeks
  - (3) Continuous service shall be deemed not to be broken by:
    - (i) any period on leave without pay not exceeding six months;
    - (ii) the absence of any Caregiver from the private hospital whilst a member of the Defence Forces of the Commonwealth in time of war.

- (vi) If a Caregiver dies before entering upon long service leave or if, after having entered upon same, dies before its termination, the Caregiver's partner or children or other dependant relatives or their legal representatives, shall be entitled to receive the monetary value of the leave not taken or not completed, as the case may be, and computed at the rate of salary which the Caregiver had been receiving at the time of death
- (b) Direction to take Long Service Leave  
  
Caregivers must take an amount long service leave during a particular period if:
  - (i) at the time the direction is given, the Caregiver is deemed to have an excess accrued long service leave balance. An excess long service leave balance is any leave balance that remains three years after a caregiver reaches 10 years continuous service, and each subsequent period of five years continuous service.
  - (ii) the conditions within Clause 29 are met.
  - (iii) for single day absences, no less than 12 hours' notice is provided;
  - (iv) for any other period, no less than 4 weeks' notice is provided.
  - (v) the Employer directs only up to a maximum of 4 weeks of a Caregiver's balance in any 12 months period, inclusive of up to five, non-consecutive single day absences.

## **29. REQUESTING A CAREGIVER TO TAKE LEAVE**

- (a) Caregivers may be requested by the Employer to take accrued leave from time to time (including at short notice) where:
  - (i) a downturn in activity requires a managed reduction in the number of caregivers rostered to work, and other initiatives have been explored but have not achieved the desired results; or
  - (ii) the Caregiver is carrying an excess accrued leave balance.
- (b) Where they are requested to take accrued leave, the Caregiver and Employer may make arrangements for the leave to be taken at a mutually convenient time. This may include taking leave at short notice, provided that the Caregiver cannot be directed to take leave except in accordance with Clause 14 (i)(iii), Clause 27 (h) and Clause 28 (b).

### **Employer Obligations**

- (c) The Employer must ensure that:
  - (i) Caregivers have reasonable opportunity to use their accrued leave before accruals are deemed to be excess; and
  - (ii) Caregivers who wish to bank leave for use within a reasonable period of it having become excess (e.g. for an extended leave period, overseas holiday etc) have their preferences recorded in a leave management plan;

**30. COMPASSIONATE LEAVE**

- (a) The provisions of this clause apply to full-time and part-time caregivers but do not apply to casual caregivers.
- (b) Casual caregivers have no entitlement to paid compassionate leave. However casual caregivers are entitled to unpaid compassionate leave provided the casual caregiver would otherwise be entitled to such leave and complies with the provisions of this clause. The Employer agrees not to fail to re-engage a casual caregiver because the caregiver accessed the entitlements provided for in this sub-clause. The rights of the Employer to engage or not to engage a casual caregiver are otherwise not affected.
- (c) Compassionate leave is paid leave taken by a Caregiver for the purposes of spending time with a person where:
  - a. who is a member of the caregiver's immediate family or a member of the caregiver's household:
    - i. contracts or develops a personal illness that poses a serious threat to his or her life; or
    - ii. sustains a personal injury that poses a serious threat to his or her life; or
    - iii. dies; or
  - b. a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
  - c. the employee, or the employee's spouse or de facto partner, has a miscarriage.
- (d) A Caregiver is entitled to a period of 2 days of compassionate leave for each occasion:
  - a. when a member of the caregiver's immediate family or a member of the caregiver's household:
    - i. contracts or develops a personal illness that poses a serious threat to his or her life; or
    - ii. sustains a personal injury that poses a serious threat to his or her life; or
    - iii. dies; or
  - b. after or the stillbirth of the child referred to in clause 30(c)b.; or
  - c. after the employee, or the employee's current spouse or current de factor partner, has the miscarriage referred to in clause 30(c)c.
- (e) However, the caregiver is entitled to compassionate leave only if the caregiver gives the Employer any evidence that the Employer reasonably requires of the illness, injury or death.
- (f) A Caregiver who is entitled to a period of compassionate leave is entitled to take the compassionate leave as:

- (i) a single, unbroken period of 2 days; or
  - (ii) 2 separate periods of 1 day each; or
  - (iii) any separate periods to which the caregiver and the Employer agree.
- (g) If a Caregiver takes compassionate leave during a period, the compassionate leave shall be paid at the caregiver's ordinary pay immediately before the period begins.
- (h) A period of compassionate leave does not break a Caregiver's continuity of service and compassionate leave counts as service for all purposes.
- (i) Notwithstanding the above, where the caregiver is involved in making funeral arrangements, travelling, etc., leave shall be allowed for up to three days per permissible occasion where approved by Management. The extra leave, in addition to that prescribed under (d) shall be at the discretion of Management to address issues on a case by case basis.

### **31. SUPPORT FOR CAREGIVERS EXPERIENCING DOMESTIC AND FAMILY VIOLENCE**

- (a) The Employer will exercise compassion, flexibility and confidentiality in considering requests from Caregivers who are seeking support during a situation of family and/or domestic violence.

#### Definitions

- (b) For the purposes of this clause, family and domestic violence leave means violent, threatening or other abusive behaviour by a close relative of a Caregiver, a member of a Caregiver's household, or a current or former intimate partner of a Caregiver that seeks to coerce or control the Caregiver and that causes them harm or to be fearful.
- (c) For the purposes of this clause, a family member/close relative is a person who is a member of the Caregiver's immediate family; or is related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

#### Access to Leave

- (d) Caregivers in this situation will be able to apply to access their accrued leave, including personal leave, and other forms of paid leave, or leave without pay as necessary.
- (e) Caregivers will be able to access free independent counselling assistance, and may apply for additional financial assistance through the St John of God Health Care Caregivers Facing Hardship Policy.
- (f) All Caregivers, including casuals, will be able to access up to 10 days paid family and domestic violence leave per annum. This paid leave entitlement is available in full at the start of each twelve (12) month period of the Caregiver's employment, is non-cumulative and paid at the Caregiver's full rate of pay for the hours they would have worked had they not taken the leave. The full rate of pay, for the purposes of this clause, is the caregiver's base rate plus any relevant loadings, monetary allowances, overtime or penalty rates. For casual caregivers their full rate of pay is worked out as if the caregiver had worked the hours in the period for which the caregiver was rostered

- (g) All Caregivers, including casuals, will also be able access up to 5 days of unpaid family and domestic violence leave per annum. This unpaid leave entitlement is available in full at the start of each twelve (12) month period of the Caregiver's employment and does not accumulate from year to year.
- (h) Family and domestic violence leave can be taken in periods of single or multiple days, or any separate periods to which the Employer and Caregiver agree, including periods of less than one day.
- (i) Unpaid family and domestic violence leave does not break a Caregiver's period of continuous service but does not count as service when calculating accumulated entitlements such as paid leave.
- (j) A Caregiver may take family and domestic violence leave if the Caregiver is experiencing family and domestic violence; and the Caregiver needs to do something to deal with the impact of the family and domestic violence; and it is impractical for the caregiver to do that thing outside the caregiver's ordinary hours of work, which could include:
  - a. Making arrangements for their safety, or safety of a close relative (including relocation);
  - b. Attending to legal proceedings or court hearings;
  - c. Accessing police services; or
  - d. Attend counselling or appointments with medical practitioners or a social worker.

#### Confidentiality

- (k) The Employer must take steps to ensure information concerning any notice a Caregiver has given under this clause is treated confidentially, as far as it is reasonably practicable to do so. Noting that nothing in this clause prevents the Employer from disclosing information provided by a Caregiver if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Caregiver or another person.

#### Notice and Evidence Requirements

- (l) A Caregiver must give the Employer notice of the taking of leave, under this clause, as soon as practicable (which may be a time after the leave has started) and advise the period, or expected period of the leave.
- (m) Where a Caregiver wishes to access an entitlement under this clause, evidence may be required by the Employer and can be provided in the form of an agreed document issued by the Police Service, A Court, a registered health practitioner, a Family Violence Support Service, a district nurse, maternal and health care nurse or Lawyer. A signed Western Australian or Commonwealth statutory declaration can also be offered as evidence.

#### Flexible Work Practices

- (n) Caregivers can also make a request to the Employer for flexible work practices. Flexible work practices may include but are not limited to:



- a. changes to the Caregiver's span of hours or pattern or hours and/or shift patterns;
- b. job redesign or changes to duties;
- c. relocation to suitable employment within the organisation;
- d. a change to their telephone number or email address to avoid harassing contact;

any other appropriate measure including those available under existing provisions for family friendly and flexible work.

### **32. DEFENCE FORCE RESERVE LEAVE**

- (a) The Employer supports Caregivers who are members of the Australian Defence Force (ADF) Reserves and may grant leave without pay for up to ten working days in each calendar year. Such leave will not break continuity of service.
- (b) The Caregiver will provide the Employer at the earliest practicable opportunity, with written ADF notification of the training or activity together with an application.

### **33. COMMUNITY SERVICE LEAVE**

- (a) Caregivers are entitled to Community Service Leave in accordance with the provisions of the National Employment Standards (NES).

### **34. EMERGENCY VOLUNTEER LEAVE**

- (a) Where a Caregiver is a volunteer of a recognised emergency management body, including State Emergency Services and the Rural Fire Service, and is called upon as an emergency volunteer where a declared emergency or natural disaster occurs, the Caregiver is entitled to up to three days paid leave in any period of twelve months
- (b) Approval of this leave will be subject to the Employer's operational requirements.
- (c) A Caregiver is required to provide notice of the absence as soon as practicable and provide evidence of attendance from the emergency organisation
- (d) Leave in excess of three days as above will be determined in accordance with the entitlements in the National Employment Standards
- (e) Caregivers may utilise other forms of paid or unpaid leave as appropriate, subject to prior approval by the Employer.

### **35. CULTURAL / CEREMONIAL OBLIGATIONS**

- (a) A Caregiver is entitled to access accrued paid leave for tribal/ceremonial/cultural obligations providing he/she has sufficient leave available.
- (b) Time off without pay may be granted by Agreement between the Employer and Caregiver. A Caregiver who is required by Aboriginal or Torres Strait Islander tradition to be absent from work for ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the Employer.

- (c) Leave under this provision may be approved to meet the Caregiver's customs, traditional law and / or to participate in ceremonial and cultural activities.
- (d) The Employer may request reasonable evidence of the need for time off.

**36. ACCOMODATION AND AMENITIES**

- (a) The minimum standards set in the Work Health and Safety Regulation 2011 shall be met in the provision of amenities for Caregivers.

**37. UNIFORMS AND PROTECTIVE CLOTHING**

- (a) Sufficient suitable and serviceable uniforms or overalls shall be supplied, free of cost, to each Caregiver required by the Employer to wear them. A Caregiver, to whom a new uniform or part of a uniform has been issued who, without good reason, fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment of a reasonable price for such replacement article.
- (b) A Caregiver on the termination of their employment shall return any uniform or part thereof supplied by the Employer, which is still in use by the Caregiver immediately prior to leaving.
- (c) In lieu of supplying a uniform to a Caregiver, the Employer shall pay to such Caregiver the amount per week as set out in Item 5 of Table 7 - Other Rates and Allowances of Schedule 2.
- (d) If the uniform of a Caregiver is not laundered at the expense of the Employer, an allowance of the amount per week as set out in Item 6 of Table 7 shall be paid to the Caregiver, provided that the payment of such laundry allowance shall not be made to any Caregiver on absences exceeding one week.
- (e) The Caregiver shall keep any uniform supplied to them in a reasonable and presentable condition.

**38. HIGHER DUTIES**

- (a) All Caregivers, except Health Professionals, engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed in any one day or shift will be paid at the higher wage rate for:
  - (i) the time so worked for two hours or less; or
  - (ii) a full day or shift where the time so worked exceeds two hours.
- (b) A Caregiver classified as a Health Professional who is authorised to assume the duties of another Caregiver on a higher classification under this Agreement for a period of five or more consecutive working days will be paid for the period for which they assumed such duties at not less than the minimum rate prescribed for the classification applying to the Caregiver so relieved.
- (c) Notwithstanding subclause (a) and (b), a Pharmacist who is authorised to assume the duties of Chief Pharmacist, where the Chief Pharmacist is off site for one or more shifts, such Pharmacist shall be paid at minimum rate prescribed for the Team Leader/ Deputy Department Head for the period of higher duties. However, where a Pharmacist undertakes the responsibilities of a Chief Pharmacist for five or more consecutive working days, the Pharmacist will be paid for the period for which they assumed such duties, at not less than the minimum rate prescribed for a Chief Pharmacist in this Agreement.

**39. REQUEST FOR REGRADING TO A HIGHER CLASSIFICATION**

- (a) Where the nature of the work undertaken by a Caregiver changes, such that the majority of the work regularly performed is work of a type normally associated with a higher classification, the Caregiver may apply to have their position reclassified to the higher classification.
  - (i) An application for re-grading by a Caregiver must be in writing and contain details of reasons for seeking regrading.
  - (ii) The Employer will respond to the request in writing within a reasonable timeframe, and where possible no less than one month after receiving the written request, indicating whether the application is approved or denied.
  - (iii) Simply performing more work at the same classification or different work at the same classification would not qualify for re-grading.
  - (iv) Factors with a bearing on the decision may include whether the changes:
    - (1) Involve the exercise of skills, responsibility and/or autonomy normally undertaken at a higher classification; and/or
    - (2) Are permanent or temporary.

**40. PAYMENT OF WAGES**

- (a) Wages shall be paid fortnightly.
- (b) On each pay day the pay shall be made up to a day not more than three days prior to the date of payment.
- (c) Caregivers shall have their wages paid by direct deposit or electronic transfer into an account(s) with a bank or other financial institution in Australia as nominated by the Caregiver.
- (d) Where the Employer overpays a caregiver, the Employer shall notify the Caregiver in writing of the nature of the overpayment and its amount. The Employer may recover the overpayment and may deduct from wages for the purpose of recovery on written agreement with the Caregiver as to its amount and the method of recovery.

**41. TERMINATION OF EMPLOYMENT**

- (a) Notice of termination by the Employer

In order to terminate the employment of a Caregiver, the Employer shall give the Caregiver the following notice:

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years	4 weeks

In addition to the notice period set out above, Caregivers over 45 years of age at the time of the giving of notice with not less than two years continuous service, shall be entitled to an additional week's notice.

Payment in lieu of the notice period set out above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice, and part payment in lieu of notice.

In calculating any payment in lieu of notice, the wages to be used shall be those a Caregiver would have received in respect of the ordinary time (including relevant allowances) they would have worked during the period of notice had their employment not been terminated. The period of notice in this clause shall not apply in the case of dismissal for conduct which justifies instant dismissal or in the case of casual Caregivers, or apprentices or those Caregivers engaged for a specific period of time or for a specific task or tasks.

(b) Notice of Termination by Caregiver

The notice of termination required to be given by a Caregiver shall be the same as that required of the Employer, except that there shall be no additional notice based on the age of the Caregiver concerned. If a Caregiver fails to give notice the Employer shall have the right to withhold wages due to the Caregiver with a maximum amount equal to the ordinary time rate of pay for the period of notice as authorized by the Caregiver in accordance with s.324(1)(b) of the Fair Work Act 2009.

(c) Time Off During Notice Period

Where the Employer has given notice of termination to a Caregiver, a Caregiver shall be allowed up to one day's time off without loss of pay, during each week of notice for the purpose of seeking other employment. The time off shall be taken at a time mutually convenient to the Caregiver and the Employer.

## **42. ATTENDANCE AT MEETINGS AND FIRE DRILLS**

- (a) A Caregiver who is required to be in attendance at a compulsory meeting or training session, occupational health and safety committee and/or board of management meetings as a Caregiver representative, shall if such meetings are held outside the ordinary hours of work, be entitled to receive payment at the "ordinary rate" for the actual time spent in attendance at such meetings. In lieu of receiving payment, Caregivers may, with the agreement of the Employer, be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.
- (b) A Caregiver in attendance at compulsory fire safety practices (e.g. fire drill and evacuation procedures) in accordance with the requirements of the Private Hospitals and Day Procedures Centres Act 1988 and the regulations thereto, shall be paid for the time spent in attendance at their "ordinary rate" where such time is concurrent or continuous with their shift on that day. Where such time spent in attendance is not continuous with their rostered shift, then the provisions of Clause 17 - Overtime, shall apply.

## **43. SUPERANNUATION**

- (a) The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of

Complaints) Act 1993. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

- (b) Contributions shall at the option of the Caregiver be paid into:
  - (i) the Health Caregivers' Superannuation Trust Australia (HESTA) fund; or
  - (ii) such other complying superannuation fund or scheme as nominated by the Caregiver;
  - (iii) such other fund as the Employer may be required to contribute to under superannuation laws, for example with respect to 'stapled funds'.
- (c) Contributions into the nominated fund shall be paid monthly.
- (d) In addition to the Organisation's statutory contributions to the Fund a Caregiver may make additional contribution from their salary and on receiving written authorisation from the Caregiver the Employer must commence making contributions to the Fund in accordance with the Superannuation Guarantee Charge Act 1992.
- (e) Superannuation fund payments will be made in accordance with trust fund deeds.

#### **44. SALARY PACKAGING**

- (a) St John of God Health Care (SJGHC) has Public Benevolent Institution ("PBI") status for Fringe Benefits Tax purposes and as a result is able to offer salary packaging to its Caregivers.
- (b) Where SJGHC or the new Employer, through a transfer of business do not enjoy PBI status with the Australian Taxation Office (ATO), SJGHC or the Employer as described above will not be obliged to salary package and may at any time cease the salary packaging arrangements with the Caregiver.
- (c) Salary packaging is the sacrifice or substitution of salary for other benefits, provided that the total cost to SJGHC will be no greater than if all the Caregiver's entitlements had been taken as PAYG salary. The cost of the benefit (including taxes and administrative expenses) is deducted from the gross salary of a Caregiver to arrive at the cash component. Gross salary does not include SJGHC's contribution to compulsory and/or contributory superannuation.
- (d) By agreement between SJGHC and the Caregiver, the rate of pay specified by this Agreement may be salary packaged in accordance with the SJGHC Salary Packaging policy as applying from time to time.
- (e) Salary packaging may be entered into on a voluntary basis and is an arrangement for the payment of wages or salary payable under this Agreement whereby the total remuneration is broken into a cash and a non-cash /benefits component.
- (f) Caregivers are encouraged to seek independent financial advice prior to entering into any form of salary packaging and SJGHC will not be responsible for that advice or any outcome which may result there from.
- (g) Where legislative e.g. Fringe Benefit Tax Act 1988 and/or Income Tax Assessment Act or other changes have the effect of reducing or withdrawing the personal benefits identified/resulting from this Agreement, SJGHC will not be liable to make up the salary benefits lost by a Caregiver as a

consequence of such change and where other changes have the effect of increasing the cost of packaging to SJGHC, then these costs will either be paid by the Caregiver participating in packaging or the Caregiver may choose to cease the arrangement.

- (h) The parties agree that in the event that the salary packaging ceases to be an advantage to a Caregiver, or a Caregiver decides, for whatever reason, to stop participating in salary packaging, arrangements will be made to reinstate as salary the agreed amount packaged. Any costs associated with the conversion to salary will be borne by the Caregiver and SJGHC will not be liable to make up any benefit lost as a consequence of a Caregiver's decision to convert to salary.
- (i) The cost of salary packaging is the reasonable cost incurred by the Caregiver as levied and varied from time to time.

#### **45. 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 Caregivers of the Employer, the Employer shall consult with affected Caregivers in accordance with the consultation regarding change provision of this Agreement.

#### **Transfer to lower paid duties**

- (b) Where a Caregiver is transferred to lower paid duties for reasons set out in paragraph (a) the Caregiver shall be entitled to the same period of notice of transfer as she/he would be entitled to if her/his employment had been terminated, and the Employer may at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks' notice still owing.

#### **Redundancy pay**

- (c) In addition to the period of notice prescribed for termination, a Caregiver whose employment is terminated for reasons set out in paragraph (a) shall be paid the following amount of redundancy pay in respect of a period of continuous service.

- (1) If a Caregiver is under 45 years of age, the Employer shall pay in accordance with the following scale:

<b>Years of Service</b>	<b>Entitlement - Under 45 years of age</b>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years but less than 9 years	16 weeks
9 years but less than 10 years	18 weeks
10 years but less than 11 years	20 weeks
11 years but less than 12 years	22 weeks
12 years but less than 13 years	24 weeks

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13 years but less than 14 years	26 weeks
14 years but less than 15 years	28 weeks
15 years and over	30 weeks

- (2) Where a Caregiver is 45 years of age or over, the entitlement shall be in accordance with the following scale:

<b>Years of Service</b>	<b>Entitlement —45 years of age and over</b>
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years but less than 10 years	20 weeks
11 years but less than 12 years	23 weeks
12 years but less than 13 years	25 weeks
13 years but less than 14 years	27 weeks
14 years but less than 15 years	29 weeks
15 years and over	31 weeks

### **Definitions**

- (d) 'Week's Pay' means the all-purpose rate of pay for the Caregiver concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over-Agreement payments, shift / weekend penalties and allowances provided for in accordance with this Agreement.

### **Caregiver Leaving During Notice Period**

- (e) A Caregiver whose employment is terminated for reasons set out in paragraph (a) may terminate her/his employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had she/he remained with the Employer until the expiry of such notice. Provided in such circumstances the Caregiver shall not be entitled to payment in lieu of notice.

### **Alternative Employment**

- (f) Subject to an application by the Employer and further order of the Fair Work Commission, the Employer may pay a lesser amount (or no amount) of redundancy pay than that contained in paragraph (a) of this subclause if the Employer obtains acceptable alternative employment for a Caregiver.

### **Time off Period of Notice**

- (g) During the period of notice of termination given by the Employer a Caregiver shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (h) If the Caregiver has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Caregiver shall, at the request of the Employer, produce proof of attendance at an interview or she/he shall not receive payment for the time absent.
- (i) For this purpose a statutory declaration will be sufficient.

### **Statement of Employment**

- (j) The Employer shall, upon receipt of a request from a Caregiver whose employment has been terminated, provide the Caregiver with a written statement specifying the period of the Caregiver's employment and the classification of, or the type of work performed by, the Caregiver

### **Centrelink Separation Certificate**

- (k) The Employer shall, upon receipt of a request from a Caregiver whose employment has been terminated, provide to the Caregiver an "Employment Separation Certificate" in the form required by Centrelink.

### **Caregivers with Less Than One Year's Continuous Service**

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

### **Caregivers Exempted**

- (m) This clause shall not apply where employment has been terminated because the conduct of a Caregiver justifies instant dismissal or in the case of casual Caregivers, or Caregivers engaged for a specific period of time or for a specified task or tasks.

## **46. REPRESENTATIVE LEAVE**

- (a) Leave to attend trade union and union delegate courses/seminars shall be as follows:
  - (i) To a maximum of 3 days per year (1 January to 31 December) for each Hospital, for the totality of all applications of paid trade union, union delegate training leave, shall be available for the purpose of trade union training, union delegate courses, seminars provided that:
    - (1) the scope, content and level of the courses are directed to the enhancement of the operation of the settlement of dispute/dispute settlement procedure/s;
    - (2) that two weeks period of notice is provided to the Employer;
    - (3) the approval of leave must have regard to the operational requirements of the Employer;
    - (4) this leave shall be paid at the ordinary time rate of pay.



- (b) Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.

**47. FLEXIBILITY ARRANGEMENT**

- (a) The Employer and a Caregiver covered by this Agreement may agree to make an individual flexibility arrangement (**IFA**) to vary the effect of terms of the Agreement if:
- (i) the IFA deals with 1 or more of the following matters:
    - (1) arrangements about when work is performed;
    - (2) overtime rates;
    - (3) penalty rates;
    - (4) allowances;
    - (5) leave loading; and
  - (ii) the IFA meets the genuine needs of the Employer and Caregiver in relation to 1 or more of the matters mentioned in paragraph (i); and
  - (iii) The Employer and the individual Caregiver must have genuinely made the IFA without coercion or duress.
- (b) The Employer must ensure that the terms of the IFA:
- (i) are about permitted matters under section 172 of the Fair Work Act 2009; and
  - (ii) are not unlawful terms under section 194 of the Fair Work Act 2009; and
  - (iii) result in the Caregiver being better off overall than the Caregiver would be if no IFA was made.
- (c) The Employer must ensure that the IFA:
- (i) is in writing; and
  - (ii) includes the name of the Employer and Caregiver; and
  - (iii) is signed by the Employer and Caregiver and if the Caregiver is under 18 years of age, signed by a parent or guardian of the Caregiver; and
  - (iv) includes details of:
    - (1) the terms of the Agreement that will be varied by the IFA; and
    - (2) how the IFA will vary the effect of the terms; and
    - (3) how the Caregiver will be better off overall in relation to the terms and conditions of his or her employment as a result of the IFA; and
    - (4) states the day on which the IFA commences.

- (d) The Employer must give the Caregiver a copy of the IFA within 14 days after it is agreed to.
- (e) The Employer or Caregiver may terminate the IFA:
  - (i) by giving no more than 28 days written notice to the other party to the IFA; or
  - (ii) if the Employer and Caregiver agree in writing — at any time.

#### **48. SERVICE ALLOWANCE**

- (a) All full-time Caregivers employed at 3 August 2016 and who are in receipt of the service allowance as at the date of lodgement shall continue to receive the service allowance in addition to the rates prescribed in this Agreement, a long service bonus of the amount set out in the following scale:  
  
(employed at or prior to 1 October 1986) - 20 years of service and over – 10%.
- (b) Payments due under this clause shall be made on the usual pay day when other payments under the Agreement are made.

#### **49. PROFESSIONAL DEVELOPMENT**

- (a) The Employer recognises that training/education is essential for the maintenance and development of knowledge and skills. The Employer will continue to provide and support training/education opportunities where possible.
- (b) The responsibility for staff development is shared between Caregivers and the Employer.
- (c) Caregivers are expected to participate in professional skill development to ensure that they perform at a standard consistent with competencies relevant to their classification and registration and that aligns to the strategic direction of the hospital(s).
- (d) On the basis of assessed needs, a range of programs/topics relevant to care delivery will be provided by the Employer and staff are encouraged to attend.
- (e) The provision of mandatory training and skills updates is a joint responsibility between the Employer and Caregiver. Attendance at mandatory training and skills update sessions provided by the Employer is the responsibility of the Caregiver. Mandatory training will be paid at the appropriate rate as per the applicable shift rate for those on duty and at the ordinary rate of pay for those attending in their own time.
- (f) The Employer's training/educational goals for professional staff will be established and reviewed in consultation with Caregivers. Individual training/educational goals and needs will be established and reviewed as part of the Employer's performance and competency appraisal system.
- (g) Caregivers may make application for reasonable study leave and course participation.
- (h) Approval will be at the discretion of the Employer.

#### **50. INDEPENDENT OR SOLE PRACTITIONER**

- (a) The independent or sole practitioner allowance (Item 7 within Schedule 2, Table 7) is payable to positions at Level 1 or Level 2, where:

- (i) The practitioner is not supported by an on-site manager; and
- (ii) The practitioner is the only practitioner of their discipline at the site; and
- (iii) The practitioner is not responsible to any other on-site therapist or manager; and
- (iv) The practitioner is required to exercise independent professional judgement on a day-to-day basis without access to another like professional who has expertise and knowledge relevant to the sole practitioner's discipline for the purpose of providing informal consultation, assistance and advice; and
- (v) The practitioner undertakes administrative or other related responsibilities that would otherwise not be expected of a Level 1 or 2 position due to the absence of an onsite manager.

**51. WORK HEALTH AND SAFETY**

- (a) The Employer and Caregiver acknowledge their responsibilities under the Work Health and Safety Act 2011 and Work Health and Safety Regulations 2012.
- (b) Where there is a Work Health and Safety Representative they must be elected and will carry out the tasks associated with the role of Work Health and Safety Representative set out within the Work Health and Safety Act 2011.

**52. BULLYING AND HARASSMENT**

- (a) The Employer maintains a zero tolerance policy in relation to discrimination, harassment and bullying. The Employer will ensure that policies and procedures that relate to the management of these issues are at all times consistent with legislative requirements.

**53. UNION NOTICEBOARD**

- (a) The Employer agrees to the presence of a union notice board onsite which is accessible to Caregivers at each Hospital.

**54. STAFF ORIENTATION**

- (a) Each Hospital commits to providing an orientation schedule to the HSU and will invite the HSU to be present in the staff café on orientation days.

## **SCHEDULE 1 – COMBINED CLASSIFICATION**

**“Chef”** means a person whose duties may include the supervision of staff, the necessary instruction in all branches of cooking, and responsibility for requisitioning the items necessary for the preparation and serving of meals.

A level 1 Chef has up to 3 years’ experience. Chefs with experience of greater than 3 years’ and up to 5 years’ experience shall be classified as a level 2 Chef. A Chef Level 3 has more than 5 years’ of experience.

A Chef responsible for supervising other chefs and cooks shall be classified as a Chef Supervisor and paid as such.

**“Cook”** means a person employed as a cook, other than a Chef. A level 1 cook has up to 3 years’ experience. Cooks with experience of greater than 3 years’ shall be classified as a level 2 cook.

**Clinical Coder** means a person who has successfully completed / or is working towards a recognised Coder’s Course.

### **Qualified Clinical Coder**

- Minimum 12 months experience
- Possesses competencies for Clinical Coder as specified in the HIMMAA Clinical Coder National Competency Standards and Assessment Guide.

### **Senior Clinical Coder**

- Advanced level of clinical knowledge and ability to work autonomously across full range of clinical specialties and/or
- Possesses competencies for Senior Clinical Coder as specified in the HIMAA Clinical Coder national competency Standards and Assessment Guide

**“Dietitian”** shall mean a person who holds a bachelor or post graduate degree in nutrition and dietetics that provides eligibility for full membership of the Dietitians Association of Australia, or other qualification deemed equivalent by the Employer.

**“Diversional Therapist”** – shall mean a person who provides, facilitates and co-ordinates group and individual leisure and recreational activities. This person must be a graduate from an approved university course which includes: the Associate Diploma and Diploma of Applied Science (Diversional Therapy) at the University of Sydney; Bachelor of Applied Sciences (Leisure and Health) at the University of Sydney; Bachelor of Applied Science (Diversional Therapy) at the University of Western Sydney, Macarthur; the Diploma or Bachelor of Health Sciences (Leisure and health) at Charles Sturt University; the Associate Diploma course in Diversional Therapy conducted by the Cumberland College of Health Sciences; or who has such other qualifications deemed to be equivalent.

**“Gardener”** -means a person who is engaged in horticulture, gardening, green-keeping, floral decoration and all phases of allied works such as rockery building, paving, landscaping and the like, and shall include the driving and/or operation of motorised tractor-hauled or mechanical equipment and holding relevant gardening/ horticulture qualifications/ certificates.

**“Gardening Supervisor (Qualified)”** means a person who holds gardening/ horticulture qualifications and has overall responsibility for gardening at the place of employment, who may be required to supervise other gardening staff.

### **“General Service Officers” -**

**“General Service Officers” –“Grade I (Junior)”** means a General Services Officer, Grade I under the age of eighteen years.

**“Grade I”** means a person who performs any or all of the following duties: general cleaning duties; household chore type of duties; laundry duties using domestic machinery; and seamstress duties.

**“Grade II”** means a person who, in addition to the duties contained within Grade I, can perform any or all of the following duties: all cleaning associated with pots, pans, stoves, refrigerators or any other kitchen machinery; general kitchen cleaning; high cleaning; inside cleaning; outside cleaning; stripping or sealing floors; portering patients and/or heavy equipment; operation of industrial washing machines; cleaning of tooth and vomit bowls; sanitising of bed pans and other equipment; the cooking and/or preparation of light refreshments (eg. eggs, toast, salads, etc.); the making of unoccupied beds; cleaning garbage bins;

sweeping paths; keeping the outside of buildings clean and tidy; assisting the gardener in labouring duties under supervision; mowing lawns.

**“Grade III”** means a person who in addition to the duties contained within General Services Officer, Grade II, performs the duties of the previous classifications of handyman and storeman, or the duties of an assistant cook (meaning a person who, under the direct supervision of a chef or cook, assists in the preparation and serving of meals. The number of assistant cooks employed by a facility shall not exceed the number of cooks and/or chefs employed at that facility).

**“Grade IV”** means a person who, in addition to the duties contained within General Services Officer, Grade III, performs the duties of a senior housekeeper, or is wholly or substantially engaged in assisting a therapist, recreation activities officer or dietician with routine professional or recreational activity and personal care services.

**Health Information Manager** - means a person employed in the industry of record librarianship in a hospital who has qualifications acceptable to the Health Information Management Association of Australia Ltd or such other qualifications deemed to be equivalent by the Employer.

**“Maintenance”**

**“Maintenance Supervisor (Trade)”** means a person who holds trade qualifications and has overall responsibility for maintenance at the place of employment, who may be required to supervise other maintenance staff.

**“Maintenance Supervisor (Non-Trade)”** means a person who has overall responsibility for maintenance at the place of employment, who may be required to supervise other maintenance staff.

**“Maintenance Officer (Trade)”** means a person who holds trade qualifications and is capable of, and required to work autonomously, and is required to prioritise their own work with a substantial level of accountability and responsibility.

**“Maintenance Officer (Non Trade)”** means a person who is capable of, and required to work autonomously, and is required to prioritise their own work with a substantial level of accountability and responsibility.

**“Maintenance Assistant (Handyperson Unqualified)”** means a person who carries out repairs of a minor nature. Where tradesmen are not employed and the handyperson is required to perform the work of a tradesman, the Caregiver shall be paid wages applicable to the trade for the time so spent.

**“Motor Vehicle Driver”** means a person who undertakes the collection or delivery of hospital goods or equipment or other tasks of a routine nature. This person is also responsible for maintaining the cleanliness of the vehicle, ensuring that appropriate vehicle servicing is undertaken, and other associated duties.

**“Occupational Therapist”** means a Caregiver appointed as such who has qualifications acceptable to the Australian Association of Occupational Therapists.

**“Pharmacy Staff”**

(i) **“Pharmacist”** means a person who is registered as a practicing pharmacist under the *Pharmacy Act 1964*.

(ii) **“Chief Pharmacist”** means a Pharmacist who is responsible for the management and efficient performance of the hospital’s pharmacy Department.

**“Physiotherapist”** means a Caregiver appointed as such who is registered or conditionally registered under the *Physiotherapists’ Act 2001*.

**“Psychologist”** means a person appointed as such who possesses an appropriate degree of a recognised university or college of advanced education and who is registered with the Australian Health Professionals Regulation Agency

“**Social Worker**” means a Caregiver appointed as such in a private hospital and who has qualifications acceptable to the Australian Association of Social Workers.

“**Stores/ Procurement Officer**” means a person who is responsible for the receipt and dispatch of stores items, and loading and unloading and internal transport of items.

“**Welfare Officer (Social)**” means a Caregiver appointed to a position as such and does not hold graduate qualifications in social work.

“**Art Therapist**” means a Caregiver appointed as such who must hold a Masters degree in art therapy which provides eligibility for professional membership of the Australia and New Zealand Art Therapy Association, or other qualification deemed equivalent by the Employer.

## **ADMINISTRATIVE STAFF**

### **Administration Officers**

Classification Criteria are guidelines to determine the appropriate classification level under this agreement and consists of characteristics and skills.

Key Characteristics is the principal guide to classification as is designed to indicate the basic knowledge of the position and associated level of responsibility / accountability of the position.

SJGHC NSW typical duties / skills are a non – exhaustive list of duties / skill that may be comprehended within the particular level. It is an indicative guide only, and at any level tasks of lower level maybe required to be undertaken, and the utilisation of one or more of skills required depending on work allocation,

#### **Grade 1**

Work under supervision  
Routine and repetitive clerical and office functions  
Entry level responsibilities

#### **Typical duties and skills**

Directing telephone calls to appropriate staff and departments  
Relaying internal information and greeting visitors  
Maintenance of basic manual or computerised records  
Filing, mail distribution, simple stock control, basic typing and/or dictation, some medical terminology, computer skills and routine operation of office equipment  
Basic data entry  
Basic knowledge of patient/resident/client privacy and confidentiality

#### **Grade 2**

##### **Key Characteristics**

Work under supervision with intermittent checking  
Applied general knowledge and skills to a range of tasks with limited complexity  
Exercise discretion in minor decision making  
Responding to or redirecting enquiries and taking appropriate action  
Operation of telephone equipment  
Maintenance of all records  
Greet visitors and attend to their needs  
Typing skills  
Broad range clerical functions including but not limited to basic word processing, emailing and operation of office equipment  
Organise and arrange own work schedule

##### **Typical Duties/Skills**

Directing telephone calls to appropriate staff, Issuing and receiving standard forms  
Relaying internal information and greeting visitors.  
Maintenance of basic manual or computerised records

Filing, mail distribution, simple stock control, basic typing and/or dictation, medical terminology, computer skills and routine operation of administrative equipment  
Responding to enquiries (eg reception or switchboard)  
Operation of telephone equipment  
Maintenance of records  
Management of confidential information  
Typing skills, including medical typing  
Broad range of clerical functions  
Computer applications including basic IBA Webpas, Alesco  
Basic admissions and discharges, scheduling of appointments  
Credit card transactions  
Basic knowledge of HIC legislation – as applied to  
Completion of full admission procedure, end of day checks  
Working knowledge of HIC legislation  
Cash handling  
Banking  
Purchasing/inventory control  
Apply invoicing procedures and contract rules of payers  
Ward Clerk  
Medical Receptionist  
Human Resources Administrative Assistant

### **Grade 3**

#### **Key Characteristics**

As for Grade 2 plus:  
Industry specific knowledge re contracts and legislation  
Coordinate workflow  
Resolve problems  
Planning, initiative, discretion, judgment used regularly  
Training/mentoring of lower levels / Training new staff in role requirements  
Work under limited supervision  
Accountability for own work  
Exercise judgement and initiative

#### **Typical Duties/Skills**

Apply invoicing procedures and contract rules of payers  
Admitting patients including financial responsibility  
Patient billing/collection of fees  
Thorough knowledge of HIC legislation  
Broad range clerical functions including but not limited to: Using computer applications  
Discharges and reporting  
Intermediate knowledge of the required internal billing modules; Hr policies and procedures;  
Dealings with Health Funds  
Maintenance of multiple records and administrative systems  
Sound knowledge and skills of a range of computer systems

### **Grade 4**

#### **Key Characteristics**

Specialist knowledge/experience to enable them to independently advise on a range of activities  
Prepare work procedures and guidelines  
Responsible for own work  
Supervise staff  
Training staff  
Planning, initiative, discretion, judgment used often  
High degree of interpersonal skills  
Able to interpret and explain policy

#### **Typical Duties/Skills**

Responsible for effective administrative functions of site  
Supervise small to medium size work groups (5 to 7)

Transactional Accounting under the direction of a finance manager  
Day program liaison coordinator  
Completion of full admission and discharge procedure, end of day checks  
Health Fund checks

Clinic Manager - Able to perform typical duties; Oversee and coordinate workloads of staff; Supervise staff; Set priorities and monitor workflow; Resolve operational matters; Previous experience in the discipline or from post-secondary tertiary study; Counselling staff for performance. Typical Duties/Skills include Involved in recruitment of clerical team; Preparation and maintenance of rosters; Manages all functional areas in area of responsibility; Development of strategies or work practices; Responsibility for the development of training programs.

#### **Grade 5**

##### **Key Characteristics**

Industry specific knowledge regarding contracts and legislation  
Resolve problems  
Planning, initiative, discretion, judgement used regularly  
Responsible for own work  
Specialist knowledge/experience

##### **Typical Duties/Skills**

Prepare work procedures and guidelines  
Coordinate workflow  
Supervise staff up to 14  
Training and mentoring of lower levels  
End of month responsibilities  
Responsible for accuracy of financial data and reports  
Manages all functional areas in the Hospital: admissions; billers / debtors; receptionists; switch; medical records; accounts payable; IT site contact

##### **Executive Assistants**

The role of executive assistant encompasses managing the day to day administrative requirements of the relevant executive/ management officer. There are two levels of Executive Assistant which are as follows:

A Level 1 Executive Assistant performs such a role for a member of Hospital Management.

A Level 2 Executive Assistant performs such a role for the Chief Executive Officer.

##### **Key Characteristics**

Coordinate workflow  
Resolve problems  
Planning, initiative, discretion, judgment used regularly  
Training/mentoring of lower levels / Training new staff in role requirements  
Accountability for own work  
Exercise judgement and initiative  
Excellent communication/ time management skills

##### **Typical duties/ skills**

Expert knowledge of clerical functions including but not limited to: Using computer applications; ability to type 65+ wpm with required 95% accuracy  
Manage/ Coordinate all appointments including travel requirements (diary management)  
Undertake all necessary administrative duties, including call management, preparation of correspondence, file maintenance and management



## **HEALTH PROFESSIONALS CLASSIFICATIONS**

### **Grade 1 Interns and New Graduates**

- Health professionals employed at Grade 1 are newly qualified Caregivers, excluding Psychologists. Health professionals at this grade are beginning practitioners who are developing their skills and competencies.
- Grade 1 staff are responsible and accountable for providing a professional level of service to the health facility.
- Grade 1 staff work under discipline specific professional supervision. Grade 1 staff exercise professional judgement commensurate with their years of experience, as experience is gained, the level of professional judgement increases and direct professional supervision decreases.
- Grade 1 staff participate in quality activities and workplace education.
- After working as a health professional for 12 months, Grade 1 staff may be required to provide supervision to undergraduate student on observational placements and to work experience students.

### **Grade 2 Clinician**

- Progression to Grade 2 from Grade 1 is automatic following completion of 12 months satisfactory service at the Grade 1 Year 3 salary step, excluding Psychologists. Psychologists will be matched to Grade 2 salary as follows:
  - 5th year Provisionally Registered Psychologist: year 1
  - 6th year Provisionally Registered Psychologist: year 2
  - 1st year Registered Psychologist: Year 3
- The Clinical Psychologist is a fully registered psychologist with a Master's degree or higher in Clinical Psychology, Clinical Neuropsychology or some other recognised clinical area in psychology that the employer deems relevant to the functions of the position. The postgraduate qualifications must be of no less than two years full time duration (or part-time equivalent) and include professional clinical coursework, clinical training and supervised placement experience as core components. Caregivers with a three year Clinical Doctorate (or equivalent) or a Doctorate of Philosophy (PhD) shall enter the classification at Grade 3 of the scale.
- Grade 2 health professionals are expected to have obtained respective new practitioner competencies and to perform duties in addition to those at Grade 1
- Health professionals at this level are competent independent practitioners who have 3 years or more clinical experience in their profession and work under minimal direct professional supervision.
- Positions at this level are required to exercise independent professional judgement on routine matters. They may require direct professional supervision from more senior staff members when performing novel, complex or critical tasks.
- Grade 2 staff may be required to supervise Grade 1 health professionals and technical and support staff as required.
- Grade 2 health professionals may be required to teach and supervise undergraduate students, including those on clinical placements.
- Positions at this level assist in the development of policies, procedures, standards and practices, participate in quality improvement activities and may participate in clinical research activities as required.

### **Grade 3 Senior Clinician**

Positions at Grade 3 are on appointment and may have a clinical, education or management focus or may have elements of all three features.

- Health professionals working in positions at Grade 3 are experienced clinicians who possess extensive specialist knowledge or a high level of broad generalist knowledge within their discipline.
- Grade 3 staff demonstrate advanced reasoning skills and operate autonomously with minimum direct clinical supervision.
- Grade 3 staff provide clinical services to client groups and circumstances of a complex nature requiring advanced practice skills. They are able to apply professional knowledge and judgement when performing novel, complex or critical tasks specific to their discipline.
- Staff at this level are expected to exercise independent professional judgement when required in solving problems and managing cases where principles, procedures, techniques and methods require expansion, adaptation or modification.
- Grade 3 staff have the capacity to provide clinical supervision and support to Grade 1 and 2 health professionals, technical and support staff. Grade 3 staff are involved in planning, implementing, evaluating and reporting on services. Grade 3 staff identify opportunities for improvement in clinical practice, develop and lead ongoing quality improvement activities with other staff.
- The expertise, skills and knowledge of a Grade 3 health professional is such that they may have the responsibility of a consultative role within their area(s) of expertise. Grade 3 staff may also conduct clinical research and participate in the provision of clinical in-service education programs to staff and students.
- Grade 3 staff may be required to manage specific tasks or projects.

#### **Grade 4 Team Leader, Deputy and Department Manager**

The Employer will establish Team Leader, Professional / Department Head positions at Grade 4 as it deems appropriate based on the needs of the service. Such position shall be on appointment.

**Deputy Department Head** Whilst the criteria for a Deputy Department Head will generally rely upon the Level of the Department Head, this does not preclude the Employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff supervised to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

- Deputy to a Department Head at Grade 5 as well as maintaining a clinical load.

**Team Leader / Department Manager** A unit head or team leader is responsible for the leadership, guidance and line management of a multi-disciplinary clinical unit or specialist team that may work across a geographic region, zone or clinical network. The work involves supervision of other health professionals or other technical and support staff as well as a clinical load.

The criteria for a team leader / department head will generally rely upon the number of full time equivalent (FTE) health professionals or other technical or support staff supervised, although this does not preclude the Employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff supervised to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

- Up to 10 other full time equivalent health professionals or other technical or support staff providing clinical input - Grade 3

#### **Grade 5**

The Employer will establish Professional Head positions at Grade 5 as it deems appropriate based on the needs of the service. Such position shall be on appointment.

- Positions at Grade 5 may have a clinical, education or management focus or may have elements of all three features.

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- Positions at Grade 5 deliver and/or manage and direct the delivery of services in a complex clinical setting.
- Staff at this level perform novel, complex and critical discipline specific clinical work with a high level of professional knowledge and by the exercise of substantial professional judgement.
- Health professionals at this level would undertake work with significant scope and/or complexity and/or undertake professional duties of an innovative, novel and/or critical nature without direction.
- Work is usually performed without direct supervision with a discretion permitted within the boundaries of broad guidelines to achieve organisational goals.

Whilst the criteria for a Professional Head will generally rely upon the Level of the Department Head, this does not preclude the Employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff supervised to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

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**SCHEDULE 2 – WAGES**

**Table 1: Administrative Rates**

Administrative Classifications:	From FFPP on or after 1 July 2023	From FFP 1 July 2024	From FFP 1 July 2025
	\$ per hour	\$ per hour	\$ per hour
	<b>2.50%</b>	<b>3.50%</b>	<b>3.00%</b>
<b>Junior (under 20 years of age)</b>			
Level 1 (School Leaver)	\$22.46	\$23.25	\$23.95
Level 2 (2 or more years' experience)	\$25.90	\$26.80	\$27.61
<b>Grade 1</b>			
Yr 1	\$29.97	\$31.02	\$31.95
Yr 2	\$31.32	\$32.42	\$33.39
Yr 3	\$32.01	\$33.13	\$34.12
<b>Grade 2</b>			
Yr 1	\$32.69	\$33.84	\$34.85
Yr 2	\$33.04	\$34.19	\$35.22
Yr 3	\$33.38	\$34.55	\$35.58
<b>Grade 3</b>			
Yr 1	\$33.38	\$34.55	\$35.58
Yr 2	\$33.72	\$34.90	\$35.95
Yr 3	\$34.07	\$35.26	\$36.32
<b>Grade 4</b>			
Yr 1	\$34.07	\$35.26	\$36.32
Yr 2	\$34.38	\$35.58	\$36.65
Yr 3	\$34.72	\$35.93	\$37.01
Yr 4	\$35.06	\$36.29	\$37.38
<b>Grade 5</b>			
Yr 1	\$36.09	\$37.36	\$38.48
Yr 2	\$38.14	\$39.48	\$40.66
Yr 3	\$40.86	\$42.29	\$43.56

Table 2: Executive Assistant and Health Information Management Classifications:	From FFPP on or after 1 July 2023 per hour	From FFP 1 July 2024 \$ per hour	From FFP 1 July 2025 \$ per hour
	\$ per hour	\$ per hour	\$ per hour
	<b>2.50%</b>	<b>3.50%</b>	<b>3.00%</b>
<b>Executive Assistant</b>			
Level 1	\$38.51	\$39.85	\$41.05
Level 2	\$41.26	\$42.71	\$43.99
<b>Health Information Management</b>			
Qualified Clinical Coder	\$36.06	\$37.32	\$38.44
Senior Clinical Coder	\$40.66	\$42.09	\$43.35
Health Information Manager	\$50.06	\$51.82	\$53.37

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**Table 3: Maintenance and Support Services Rates**

<b>Maintenance Classifications:</b>	<b>From FFPP on or after 1 July 2023 \$ per hour</b>	<b>From FFP 1 July 2024 \$ per hour</b>	<b>From FFP 1 July 2025 \$ per hour</b>
	<b>2.50%</b>	<b>3.50%</b>	<b>3.00%</b>
<b>Maintenance</b>			
Maintenance Supervisor (Trade)	\$35.42	\$36.66	\$37.76
Maintenance Supervisor (Non-Trade)	\$33.73	\$34.91	\$35.96
Maintenance Officer (Trade)	\$31.92	\$33.03	\$34.02
Maintenance Officer (Non-Trade)	\$29.61	\$30.65	\$31.57
Maintenance Assistant (Handyperson Unqualified)	\$28.47	\$29.47	\$30.35
<b>Support Services Classifications:</b>	<b>From FFPP on or after 1 July 2023 \$ per hour</b>	<b>From FFP 1 July 2024 \$ per hour</b>	<b>From FFP 1 July 2025 \$ per hour</b>
	<b>3.50%</b>	<b>3.50%</b>	<b>3.00%</b>
<b>Support Services Staff</b>			
General Services Officer, Grade 1 – junior (under 18 years of age)	\$20.15	\$20.85	\$21.48
General Services Officer, Grade 1 – Adult (18 years of age and over)	\$24.75	\$25.62	\$26.39
General Services Officer, Grade II	\$25.31	\$26.20	\$26.98
General Services Officer, Grade III	\$25.90	\$26.81	\$27.61
General Services Officer, Grade IV	\$31.13	\$32.22	\$33.19
Cook Level 1	\$26.25	\$27.17	\$27.98
Cook Level 2	\$26.81	\$27.75	\$28.58
Chef Level 1	\$28.46	\$29.46	\$30.34
Chef Level 2	\$30.18	\$31.24	\$32.18
Chef Level 3	\$31.53	\$32.63	\$33.61
Chef Supervisor	\$32.95	\$34.10	\$35.12
Gardener Supervisor	\$31.26	\$32.35	\$33.32
Gardener	\$30.01	\$31.06	\$31.99
Procurement & Stores Officer	\$34.43	\$35.64	\$36.71
Motor Vehicle Driver	\$24.89	\$25.76	\$26.53

**St John of God Health Care (NSW Hospitals) Health Professionals and Support Services  
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**Table 4: Health Professionals Rates**

<b>Health Professional (Art Therapists, Diversional Therapist, Exercise Physiologist, Occupational Therapist, Physiotherapist, Social Worker, Welfare Officer, Dietitian):</b>	<b>From FFPP on or after 1 July 2023 \$ per hour</b>	<b>From FFP 1 July 2024 \$ per hour</b>	<b>From FFP 1 July 2025 \$ per hour</b>
	<b>2.50%</b>	<b>3.50%</b>	<b>3.00%</b>
<b>Grade 1</b>			
Yr 1	\$35.64	\$36.89	\$37.99
Yr 2	\$36.98	\$38.27	\$39.42
Yr 3	\$39.25	\$40.62	\$41.84
<b>Grade 2</b>			
Yr 1	\$44.83	\$46.40	\$47.79
Yr 2	\$47.68	\$49.35	\$50.83
Yr 3	\$50.01	\$51.76	\$53.31
Yr 4 and thereafter	\$51.61	\$53.42	\$55.02
<b>Grade 3 (Senior Clinician)</b>			
Yr 1	\$55.53	\$57.48	\$59.20
Yr 2	\$57.38	\$59.39	\$61.17
<b>Grade 4 (Team Leader, Deputy/Department Head)</b>			
Yr 1	\$60.23	\$62.34	\$64.21
Yr 2	\$61.74	\$63.91	\$65.82
<b>Grade 5 (Professional Head)</b>			
Yr 1	\$64.84	\$67.11	\$69.13
Yr 2	\$66.47	\$68.80	\$70.86

<b>Table 5: HEALTH PROFESSIONAL (Pharmacists Only):</b>	<b>From FFPP on or after 1 July 2023 \$ per hour</b>	<b>From FFP 1 July 2024 \$ per hour</b>	<b>From FFP 1 July 2025 \$ per hour</b>
	<b>2.50%</b>	<b>3.50%</b>	<b>3.00%</b>
<b>Grade 3 (Senior Clinician)</b>			
Yr 1	\$55.32	\$57.26	\$58.98
Yr 2	\$57.19	\$59.20	\$60.97
Yr 3	\$58.82	\$60.88	\$62.71
<b>Grade 4 (Team Leader; Deputy/Department Head)</b>			
Yr 1	\$65.22	\$67.50	\$69.53
Yr 2	\$67.03	\$69.37	\$71.45
<b>Grade 5 (Chief Pharmacist)</b>			
Yr 1	\$67.03	\$69.37	\$71.45
Yr 2	\$69.31	\$71.73	\$73.88
NB: Grade 1 and 2 Pharmacists shall be paid in accordance with Table 4 rates above.			

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<b>Table 6: HEALTH PROFESSIONAL (Psychologists Only):</b>	<b>From FFPP on or after 1 July 2023 \$ per hour</b>	<b>From FFP 1 July 2024 \$ per hour</b>	<b>From FFP 1 July 2025 \$ per hour</b>
	<b>2.50%</b>	<b>3.50%</b>	<b>3.00%</b>
<b>Grade 2 (Psychologist)</b>			
Yr 1	\$37.64	\$38.96	\$40.13
Yr 2	\$39.68	\$41.07	\$42.30
Yr 3	\$41.71	\$43.17	\$44.46
Yr 4	\$44.26	\$45.81	\$47.19
Yr 5	\$46.79	\$48.42	\$49.88
Yr 6	\$49.32	\$51.05	\$52.58
Yr 7	\$51.88	\$53.70	\$55.31
Yr 8	\$53.92	\$55.80	\$57.48
Yr 9 & thereafter	\$55.95	\$57.91	\$59.65
<b>Grade 3</b>			
Yr 1	\$56.20	\$58.16	\$59.91
Yr 2	\$56.94	\$58.93	\$60.70
Yr 3	\$60.03	\$62.13	\$63.99
Yr 4	\$63.07	\$65.28	\$67.24
Yr 5 & thereafter	\$66.13	\$68.44	\$70.50
<b>Grade 4</b>			
Yr 1	\$69.17	\$71.59	\$73.74
Yr 2	\$71.21	\$73.70	\$75.91
Yr 3 & thereafter	\$73.25	\$75.81	\$78.09
<b>Grade 5</b>	\$83.40	\$86.32	\$88.91

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**Table 7: Other Rates and Allowances**

Item No	Brief Description		From FFPP on or after 1 July 2023 2.50%	From FFPP on or after 1 July 2024 3.50%	From FFPP on or after 1 July 2025 3.00%
1	<b>Not used</b>				
2	<b>Meal allowance (overtime)</b>				
	- Breakfast	per meal	\$16.50	\$17.07	\$17.59
	- Lunch	per meal	\$21.05	\$21.78	\$22.44
	- Dinner	per meal	\$31.50	\$32.60	\$33.58
3	<b>Driving allowance when required to drive a vehicle</b>				
	- required to drive more than 10 hours in any week – minimum payment	per week	\$7.06	\$7.31	\$7.53
	- required to drive more than 4 hours per day or shift – minimum payment	per shift	\$7.06	\$7.31	\$7.53
4	<b>On-call allowance</b>				
	- per 24 hours	per 24 hrs	\$27.09	\$28.04	\$28.88
	- On-call allowance – rostered day off	per 24 hrs	\$52.54	\$54.38	\$56.01
5	<b>Uniform allowance</b>	per week	\$3.16	\$3.27	\$3.36
6	<b>Laundering of uniform allowance</b>	per week	\$2.05	\$2.12	\$2.19
7	<b>Sole practitioner allowance</b>	per hour	\$3.90	\$4.03	\$4.15
8	<b>Kilometre Allowance (in accordance with ATO rates as amended from time to time) - Rates as at July 2023</b>				
	1600cc (1.6 litre) or less	cents per km	\$0.85	TBA	TBA
	1601cc - 2600cc (1.601 litre - 2.6 litre)	cents per km	\$0.85	TBA	TBA
	2601cc (2.601 litre) and over	cents per km	\$0.85	TBA	TBA



**St John of God Health Care (NSW Hospitals) Health Professionals and Support Services  
Enterprise Agreement 2023**

**SIGNATORIES**

Signed for and on behalf of St John of God Health Care  
Inc.:



In the presence of:

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Name: Clare Francis  
Capacity / position: Group Manager Industrial Relations

Date: 6/8/24

Address: Level 1, 556 Wellington Street  
PERTH WA 6000

Signed for and on behalf of St John of God Social  
Outreach:



In the presence of:

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Name: Clare Francis  
Capacity / position: Group Manager Industrial Relations

Date: 6/8/24

Address: Level 1, 556 Wellington Street  
PERTH WA 6000

Signed for and on behalf of Caregivers

In the presence of:

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Name:  
Capacity / position:

Date:

Address: Level 2 - 109 Pitt Street,  
Sydney NSW 2000