

# **Cabrini Medical Scientists, Dietitians, Pharmacists and Psychologists Agreement 2024**

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**PART A – HOW THE AGREEMENT WORKS**

**1 Title**

This Agreement shall be known as the Cabrini Medical Scientists, Dietitians, Pharmacists and Psychologists Agreement 2024.

**2 Definitions**

**Act** means *Fair Work Act 2009 (Cth)*

**Agreement** means the *Cabrini, Medical Scientists, Dietitians, Pharmacists and Psychologists Agreement 2024*

**AQF** means Australian Qualification Framework

**Associate Genetic Counsellor** means a person whom the Board of Censors for Genetic Counselling (the Board) of the Human Genetics Society of Australasia (HGSA) has determined fulfils the eligibility requirements to undertake HGSA certification in genetic counselling (is “Board Eligible”)

**Cabrini** means Cabrini Health Ltd

**Classification** means the descriptors used as a way of identifying an Employee. It consists of Cohort followed by Grade For example Pharmacist, Grade 2,

**Cohort** means professional group. In this Agreement the Cohorts are Dietitians, Genetic Counsellors, Medical Laboratory Technicians, Medical Scientists, Pharmacists and Psychologists.

**Dietitian** means a person who is eligible for full membership of Dietitians Australia.

**Employee** means a person employed by Cabrini who undertakes work described within the classifications in Schedule A

**Extended Leave** includes long service leave, parental leave and long-term WorkCover Absences

**FTE** means Full Time Equivalent (38 Hours per week)

**FWC** means Fair Work Commission

**Genetic Counsellor** means a person who is certified by the Board of Censors for Genetic Counselling (the Board) of the Human Genetics Society of Australasia (HGSA) or equivalent international body.

**Grade** means the level of seniority and role of an Employee. See Sch A for descriptions of Grades.

**Higher Qualification** shall mean:

- (a) Master of Science, Master of Applied Science, Master of Psychology, Master of Nutrition and/or Dietetics, Master of Arts, Master of Business Administration, Graduate Diploma of Health Administration, Doctor of Philosophy, Doctor of Nutrition and/or Dietetics, Doctor of Psychology or Doctor of Science of a Victorian University or Tertiary Institution or a similar degree recognised by a Victorian University or Tertiary Institution;
- (b) Diploma of Bacteriology of London University or its equivalent as recognised by that University;
- (c) Membership or Fellowship of the Australian Association of Clinical Biochemists;
- (d) Membership or Fellowship of the Australian Institute of Physics. Provided however that the qualification is awarded on the basis of assessment in a health-related discipline or the employee has been employed as a hospital Scientist for a minimum of three years;
- (e) Fellowship of the Australian Institute of Medical Laboratory Scientists;
- (f) Human Genetics Society of Australasia Certified Cytogeneticist;
- (g) Fellow of the Institute of Medical Laboratory Scientists;
- (h) Member of the Royal College of Pathologists;
- (i) Fellowship Diploma of the Society of Hospital Pharmacists of Australia;
- (j) Graduate Diploma in Hospital Pharmacy;
- (k) Graduate Diploma in Clinical Pharmacy.

**Medical Laboratory Technician** means a person who holds a Certificate IV in Laboratory Techniques, Diploma in Laboratory Technology, or any equivalent as recognised by Cabrini.

**Medical Scientist** means a person:

- (a) who holds a Bachelor of Applied Science or Bachelor of Science or equivalent where 'equivalent' includes a degree awarded by an overseas tertiary institution which is recognised by the National Office of Overseas Skills Recognition as such; or
- (b) who holds a post-graduate degree in science or applied science; or

- (c) who is eligible for ordinary membership of the Neuro-physiological Sciences Society of Australia; or
- (d) who is eligible for ordinary membership of the Australian and New Zealand Society of Respiratory Science Ltd and/or full membership of the Australian Sleep Association; or
- (e) who has completed the requirements of an undergraduate or post graduate academic qualification acceptable for graduate membership of the Australian Institute of Medical Scientists; or
- (f) who has completed the requirements of an undergraduate or post graduate academic qualification acceptable for membership of the Australasian Association of Clinical Biochemists or the Australian Association for Microbiology; or
- (g) who is eligible for ordinary membership of the Human Genetics Society of Australasia; or
- (h) who is eligible to be non-medical member of the Australian Society of Cytology; or
- (i) who prior to 1 December 1973 held an associate qualification conferred by the (then) Australian Institute of Medical laboratory technicians:

**National Employment Standards** means the National Employment Standards as reflected in part 2-2 of the Act.

**Ordinary Pay** means the rate of pay prescribed in Clause 24 - Salaries - of this Agreement.

**Parties** means Cabrini and the Employees.

**Pharmacist** means a person who holds general registration with the Pharmacy Board of Australia and is registered as such under the *Health Practitioner Regulation National Law Act 2009* (Vic) and any successor legislation.

**Pharmacist Intern** means a person holding provisional registration with the Pharmacy Board of Australia and in the process of completing their mandatory supervised practice.

**Student Pharmacist** means a person who holds student registration with the Pharmacy Board of Victoria and who is studying towards an approved qualification leading towards registration as a Pharmacist.

**Psychologist** means a person registered as a Psychologist by the Australian Health Practitioner Agency and who holds general or provisional registration with the Psychology Board of Australia.

**Psychologist Intern** means a person who has completed their approved undergraduate accredited sequence of study; who holds provisional registration with the Psychology Board of Australia and is in the process of completing either an accredited postgraduate degree and/or internship.

**Shift-worker** for the purposes of the NES, a shift worker is an employee who works for more than four ordinary hours on 10 or more weekends during the year in which their annual leave accrues.

**Union** shall mean the Health Services Union of Australia No 4 Branch trading as Medical Scientists Association of Victoria, Victorian Psychologists Association and the Association of Hospital Pharmacists.

**Unit** shall for the purposes of Schedule A, include either Biochemistry, Blood Banking, Cytology, Haematology, Histology, Immunology, Lung Function and Microbiology.

**Week** for the purpose of this agreement a week shall be deemed to commence at midnight on a Sunday.

**Year Level** represents the number of years of experience an Employee has with within a particular Grade and is used to identify salary.

### **3 Interpretation and Operation**

The following will apply to the interpretation of this Agreement:

- (a) Heading and bold type do not affect the interpretation of this Agreement.
- (b) The singular includes the plural and vice-versa.
- (c) A reference to a statute or other law includes regulation and other instruments under it and consolidations, amendments, re-enactments or replacements of them.
- (d) The Schedules and Appendices attached to this Agreement form part of this Agreement.
- (e) Unless the contrary intention appears, phrases used in this Agreement that are defined in the Act have the same meaning as in the Act.
- (f) Where an Employee has, at the time of commencement of this Agreement, received some or all of a benefit that is provided under this Agreement, the Employee's entitlements under this Agreement will have regard to the benefit previously provided.
- (g) Employees employed by Cabrini at the making of this Agreement will suffer no reduction in overall terms and conditions when compared with those in place immediately prior to the Agreement.
- (h) If an Employee is entitled to a greater benefit under the NES or other statutory provision than under any provision of this Agreement, the Employee is entitled to the greater benefit under the NES or such relevant statutory provision.
- (i) Where any process (including a disciplinary process) has commenced prior to the commencement of the Agreement, it may be continued under this Agreement, taking into account the steps that have already occurred.
- (j) A copy of this Agreement will be accessible online for all Employees and hard copies will be made available to an Employee on request.
- (k) To facilitate flexible working arrangements for Employees to enhance the productivity and efficiency at all Cabrini sites
- (l) To promote effective communication between the management and Employees.
- (m) To ensure as far as possible that staffing arrangements within Cabrini match the occupancy levels of the relevant sites.
- (n) To ensure quality of care and service is provided to patients, residents and families.

#### **4 Coverage**

- (a) This Agreement covers
  - (i) Cabrini Health Ltd
  - (ii) Employees performing work at the sites of Cabrini Malvern, Cabrini Brighton, and Cabrini Health Elsternwick Rehabilitation Services sites of Hopetoun Street and Glenhuntly Road.
  - (iii) subject to section 201(2) of the Act, the Union.
- (b) This Agreement will not apply to the Manager/Director of Cabrini Pharmacy or Manager/Director of Cabrini Pathology.

#### **5 Date and Period of Operation**

- (a) This Agreement will commence on the seventh day after it is approved by the Fair Work Commission (FWC).
- (b) The nominal expiry date of this Agreement is 30 June 2027.
- (c) The Parties and the Union will commence bargaining for a replacement agreement no later than 1 April 2027 unless Cabrini and the Union agree otherwise in writing.

#### **6 Anti-Discrimination**

- (a) Cabrini is committed to respecting and valuing the diversity of the work force and to preventing and eliminating unlawful discrimination, harassment and victimisation.
- (b) Cabrini does not intend this Agreement to operate in a way that amounts to direct or indirect unlawful discrimination.

#### **7 Occupational Health and Safety**

- (a) The parties are committed to the maintenance of a safe and healthy work environment for all Employees.
- (b) All parties aspire to best practice in Occupational Health and Safety.
- (c) In accordance with legislative obligations the parties to this Agreement are committed to protecting all Employees in the workplace from risk to health and safety caused by manual handling, bullying and occupational violence. Therefore, appropriate policies, guidelines and procedures will apply and may be varied from time to time and training programs will be delivered to eliminate or reduce these risks.
- (d) Cabrini also recognises the importance of ensuring Equal Opportunity, Occupational Health and Safety and workplace representative training provided by Cabrini is available and that Employees are encouraged to attend.

#### **8 Transmission of Business**

- (a) Where a business is before or after the date of this Agreement transmitted from Cabrini (in this clause called the transmittor) to another Employer (in this clause called the transmittee) and an Employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee:
  - (i) the continuity of the employment of the Employee shall be deemed not to have been broken by reason of such transmission; and

- (ii) the period of employment which the Employee has had with the transmitter or any prior transmitter shall be deemed to be service of the Employee with the transmittee.
- (b) In this clause business includes trade, process, business or occupation and includes any part of any such business and transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

## **PART B – ENGAGEMENT UNDER THE AGREEMENT**

### **9 Types of Employment**

- (a) Persons to be employed under this Agreement may be offered:
  - (i) full-time employment;
  - (ii) part-time employment;
  - (iii) fixed term / maximum term employment (on a full-time or part-time basis); or
  - (iv) casual employment.
- (b) At the time of engagement Cabrini shall inform each Employee of the terms of their engagement and, in particular, whether they are to be full-time, part-time, fixed term / maximum term or casual Employees.

### **10 Fulltime Employment**

- (a) Full-time employment is where an Employee is engaged to work 38 hours per week, organised in accordance with clause 14 - Hours of Work - as required by Cabrini.

### **11 Part Time Employment**

- (a) Part-time employment is where an Employee is engaged to work less than 38 hours per week, organised in accordance with cl - 14 Hours of Work - as required by Cabrini.
- (b) A part-time employee will have reasonably predictable hours of work and before commencing employment is entitled to an agreement on a regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times of each day, subject to the rostering of the department, with the understanding that at times the employee will be asked to alter days to ensure the continued provision of the service. Such a request will not be unreasonably refused by the employee.
- (c) The provisions of this Agreement in respect to annual leave, personal leave and holidays shall apply on a pro rata basis to part-time employees.
- (d) The conditions of part-time work shall be agreed upon between Cabrini and the Employee and shall be confirmed in writing between the two parties.

### **12 Fixed Term/Maximum Term employment**

- (a) Fixed/Maximum Term employment is where an Employee is employed for a specific period or for a specified purpose.
  - (i) Fixed Term employment contracts do not include notice periods.



(ii) Maximum Term contracts include notice periods.

- (b) Fixed/Maximum Term contracts will only be used for true fixed/maximum term arrangements, including special projects, post graduate training, graduate year positions, maternity and long service leave relief.
- (c) An Employee may not be employed for a period of greater than 2 years under a single Fixed/Maximum Term contract or under consecutive Fixed/Maximum Term contracts in the same, or substantially similar roles.
- (d) An Employee engaged under a Fixed/Maximum Term contract may only have their Fixed/Maximum Term contract extended once.
- (e) Employees engaged pursuant to this clause shall receive the rates of pay and conditions provided for under clause 10 - Full time employment - or clause 11 - Part-time Employment.

### **13 Casual Employment**

- (a) A casual Employee is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by Cabrini in accordance with Cabrini's requirements, without the requirement of prior notice by either party.
- (b) A casual Employee shall be paid for all work done on weekdays an amount equal to one thirty-eighth of the weekly wage appropriate to the Employee's classification per hour plus 25% and for all work done on Saturdays and Sundays an amount equal to one thirty-eighth of the weekly wage appropriate to the Employee's classification per hour plus 75%.
- (c) A casual Employee shall be entitled to receive the appropriate uniform and other allowances contained in this agreement.
- (d) The provisions of Clauses 57 Termination of employment, 18 Overtime, 39 Annual leave, 40 Personal/Carers and Compassionate leave and 39 Parental leave (other than as specified) shall not apply to a casual Employee.

## **PART C – MATTERS RELATING TO WORKING HOURS**

### **14 Hours of Work**

- (a) The ordinary hours of work shall be up to 76 hours over any fourteen (14) day pay period, or 80 hours in the case of an Employee who has previously retained the accrued day off (ADO) arrangement.
- (b) Where there is mutual agreement between Cabrini and the Employee, shift lengths may vary from above eight hours and up to and including 12 hours.
- (c) Rosters shall be arranged so as to provide at least ten (10) hours off duty between successive ordinary shifts.
- (d) Rostered days off will usually be granted as two (2) consecutive days where requested, subject to operational requirements.

- (e) Spread of ordinary hours to be 6:30am through to 6:00pm
- (f) The minimum roster period for a casual Employee will be three hours.

## 15 Shifts and Rosters

### Rosters and Change of Roster

- (a) Each work location shall publish a roster of at least 28 days duration setting out the Employees' daily ordinary working hours, commencing and finishing times (Roster). Each Roster will be posted in an appropriate place for all to view at least fourteen (14) days prior to its operational date.
- (b) A Change of Roster occurs when a Shift occurring in the Roster is moved to a new start time on the same day or to any time on a different day. A Change of Roster does not include recall, overtime, or in the case of Parttime employees the addition of a Shift which is not yet overtime.

### Change of Roster Allowance

- (c) Where Cabrini introduces a Change of Roster for an Employee the Employee shall be paid in accordance with the hours worked with the addition of a daily Change of Roster Allowance as provided in Sch B.
- (d) The Change of Roster allowance will not be payable to Employees in the following circumstances:
  - (i) Where Cabrini provides 7 days' notice of the Change of Roster.
  - (ii) Where there is an emergency which requires the Change of Roster.
  - (iii) Where Cabrini agrees to a written request, or the employee provides a written acknowledgment of their verbal request, for a Change of Roster. That request/acknowledgement may be expressed to include specified periods representing work cycles up to three (3) months in advance.
  - (iv) Where the Changes of Roster occurs within the performance of an agreed self-rostering regime, which means a system of rostering whereby employees undertake responsibility for the designation of Shift arrangements, working days and days off, ensuring always that such system provides adequate and safe staffing levels, or a request system
  - (v) Where there is an intervening period of more than 48 hours off duty prior to the changed Shift, regardless of whether that time includes leave, weekends, ADO's and public holidays.
  - (vi) Where the Change of Roster is offered to and accepted by the Employee in writing provided the Employee is not obliged to accept such an offer.
  - (vii) Where an Employee agrees to swap a Shift with another Employee.
- (e) Where an Employee is provided with notice of a Change of Roster and a dispute arises, except for the circumstances in (d) (i) and (ii). above, the status quo will remain until the matter can be dealt with in accordance with the procedure set out in Clause 59 of this Agreement.

## Shifts and Change of Shifts

- (f) A Shift is a finite period of work published in the Roster. This includes a changed Shift which then does not get published in the Roster.
- (g) A Change of Shift occurs when the start time of a Shift differs by four or more hours from the start time of the previous Shift. Overtime and recall should be ignored when determining if there has been a Change of Shift.

## Change of Shift Allowance

- (h) Where Cabrini introduces a Change of Shift for an Employee the Employee, shall be paid a Change of Shift Allowance as provided in Sch B.
- (i) The Change of Shift Allowance will not be payable to Employees in the following circumstances:
  - (i) Where Cabrini agrees to a written request, or the employee provides a written acknowledgment of their verbal request, for a Change of Shift. That request acknowledgement may be expressed to include specified periods representing work cycles up to three (3) months in advance.
  - (ii) Where changes in Shift occur within the performance of an agreed self-rostering regime, which means a system of rostering whereby employees undertake responsibility for the designation of Shift arrangements, working days and days off, ensuring always that such system provides adequate and safe staffing levels, or a request system
  - (iii) Where there is an intervening period of more than 48 hours off duty between the Shifts, regardless of whether that time includes leave, weekends, ADO's and public holidays.
  - (iv) Where either Shift is offered to and accepted by the Employee in writing provided the Employee is not obliged to accept such an offer.
  - (v) Where an Employee agrees to swap a Shift with another Employee.

## The Higher Allowance Applies

- (j) Notwithstanding any other provision of this clause, no Employee will be entitled to both a Change of Roster allowance and a Change of Shift allowance for the same period of work. The higher of the two allowances shall be payable.

## **16 Meal Intervals and Rest Intervals**

### Meal Breaks

- (a) A meal interval of not less than 30 minutes and not more than 60 minutes will be allowed to each Employee during each shift. Such meal interval will not be counted as time worked.
- (b) Where Employees are regularly unable to take their meal breaks then a "crib time" arrangement should operate so that the Employees are granted a paid meal interval of not less than twenty minutes to be commenced after completing three (3) hours and not more than five hours (5) of duty.
- (c) The arrangement set out above in (b) may also be adopted in any case where there is mutual agreement between Cabrini and Employee.

## Rest Intervals

- (d) Employees will be entitled to a ten (10) minute rest interval in each four (4) hours worked or part thereof being greater than one (1) hour. Such rest break will be at a time suitable to Cabrini and will be counted as time worked.

## 17 On Call/Recall

- (a) An on-call allowance is paid in acknowledgement of preparedness to be recalled to duty to provide technical support or advice and/or to provide a service or additional support in time of unexpectedly high activity or unexpected leave that cannot be otherwise covered.
- (b) The on-call allowances are provided in Schedule B.

## Other than Psychologists

- (c) An on-call allowance shall be paid to an Employee (other than Psychologists) in respect to any 12-hour period or part thereof during which the employee is on-call during the period commencing from the time of finishing ordinary duty on Monday and the termination of ordinary duty on Friday.
- (d) The allowance shall be double in respect to any other 12-hour period or part thereof or any public holiday or part thereof.

## Psychologists

- (e) For Psychologists the on-call rates in respect to any 12-hour period or part thereof during which the Employee is on-call during the period commencing from the time of finishing ordinary duty on Monday and the termination of ordinary duty on Friday will be calculated using 2.5% of their weekly wages for each period.
- (f) The allowance shall be double in respect to any other 12-hour period or part thereof or any public holiday or part thereof.

## Recall to Duty

- (g) Where an Employee is recalled to duty from an off duty period he/she shall be paid from the time of receiving the recall until the time of finishing such recall duty with a minimum payment of three (3) hours pay at the appropriate overtime rate for each such recall. This three (3) hours payment shall include all preparation and travelling time.
- (h) Parttime Employees will be paid at overtime rates for all recall work performed in accordance with (g) above and will not first be required to have worked 76 hours in the fortnight.

**Example:** An employee is recalled to duty. They take 1 hour to prepare and travel to the office; 2 hours of work performed then 45 minutes to travel back home. The Employee will be paid for 3hours and 45 mins at overtime rates.

## Remote Recall

- (i) Except as provided for in sub-clause (j) below, where recall to duty can be managed without the Employee returning to the workplace, such as by telephone or remote login, the Employee shall be paid a minimum of one (1) hour at the appropriate rate for each such recall work.
- (j) Where the Employee is recalled to duty within the same one (1) hour period, such recall shall be considered part of, and an extension of the original recall.

## 18 Overtime

- (a) Cabrini may require an Employee to work reasonable overtime. An Employee may refuse to work overtime in circumstances where the working of the overtime would result in the Employee working hours which are unreasonable, having regard to:
  - (i) Any risk to Employee health and safety;
  - (ii) The Employee's personal circumstances including any family responsibilities;
  - (iii) The needs of the workplace or enterprise;
  - (iv) The nature of the Employee's role and the Employee's level of responsibility;
  - (v) The notice (if any) given by Cabrini of the overtime and by the Employee of their intention to refuse it; and
  - (vi) Any other reasonable matter.
- (b) Only authorised overtime shall be paid in the following circumstances:
  - (i) Work performed in excess of rostered hours of work on any one day – overtime will be paid at time and a half for the first two (2) hours and double time thereafter for all such work.
  - (ii) An extra shift worked in addition to the shifts already rostered for that fortnight (or other pay cycle).
    - A. In the case of a full time Employee – overtime will be paid at time and a half for the first two (2) hours and double time thereafter during the extra shift(s).
    - B. In the case of a part time Employee who mutually agrees to work the extra shift(s) – ordinary rate of pay will be paid until the Employee has worked the equivalent of full-time hours for the fortnight (or other pay cycle) and then overtime will be paid at time and a half for the first two (2) hours and double time thereafter during the extra shift(s)
    - C. In the case of a part time Employee who is directed to work the extra shift(s) – overtime will be paid immediately at time and a half for the first two (2) hours and double time thereafter during the extra shift(s).
  - (iii) Outside a spread of twelve hours from the commencement of the rostered period of duty - double time.
- (c) Notwithstanding subclause (b) above, all overtime worked on a Saturday or Sunday (excepting a Public Holiday) shall be paid at a rate of double time.
- (d) Overtime is authorised where:
  - (i) **Anticipated - Employee initiated** - it has been approved in advance, either verbally or in writing, by Cabrini (including the Employee's manager or supervisor);

**Example** An employee calls in sick. A colleague calls their manager and suggests that they stay on and cover until relief can be organised.

- (ii) **Anticipated - Cabrini initiated** - the Employee is required or requested by Cabrini (including the Employee's manager or supervisor) to perform overtime.

**Example:** Employee calls in sick and manager asks another employee who commenced earlier to stay on to cover the shift.

**Example:**An IT issue generates a backlog of work. Manager asks employee to stay back and assist with clearing the workload.

- (iii) **Unanticipated** - the Employee has performed the overtime with a reasonable belief of a demonstrable emergent need that could not have been met by some other means and authorisation could not reasonably have been obtained in advance;

**Example:** A massive transfusion protocol is activated prior to the end of a shift. The employee stays back after the end of their shift to manage the situation.

**Example:** A patient arrives at the end of a shift and the doctor expects that the patient has their complex medication needs organised immediately.

- (e) An Employee may elect, with the consent of Cabrini, to take time off in lieu (TOIL) as payment for authorised overtime, at a time or agreed times. Overtime taken as time off in lieu will be calculated at overtime rates. The Employee and Cabrini may also agree to the Employee taking a combination of payment and TOIL.

**Example:** An Employee works 2 hours of authorised overtime at the end of a shift and earns 3 hours of overtime payment (two hours at time and a half). The Employee requests to take all three hours as TOIL instead of payment and Cabrini agrees.

- (f) Cabrini will, if requested by an Employee, provide payment at the appropriate overtime rate where time off has not been taken within four (4) weeks of the overtime worked.
- (g) Overtime which occurs on a public holiday will be paid according to cl 45 (r) and (s).

#### Transport following Overtime

- (h) If any Employee finishing any period of overtime at a time when reasonable means of transport are not available for the Employee to return to her/his place of residence Cabrini will provide adequate transport free of cost to the Employee.

## 19 Ten Hour Break

- (a) When overtime work or recall work is necessary it should be so arranged that Employees have at least 10 consecutive hours off duty between the completion of the overtime or recall and the next rostered shift.
- (b) When an Employee's next rostered shift will commence before the Employee has had 10 consecutive hours off duty following the completion of overtime or recall, the Employee will, subject to this clause, be released from duty without loss of pay for their rostered hours until such time as they have had ten consecutive hours off duty.
- (c) If an Employee is required by Cabrini to resume duty before the Employee has had 10 consecutive hours off duty, the Employee will be paid at the rate of double time for all time worked following the resumption of duty until released from duty for 10 consecutive hours. Any time not worked during the consecutive 10 hour release from duty which would otherwise have been rostered will be paid at the ordinary rate.

- (d) If an Employee resumes duty at their own volition before the Employee has had 10 consecutive hours off duty then the Employee will be paid in accordance with subclause (c) above provided it was reasonable for the Employee to believe that there was a demonstrable need for them to commence when they did and that authorisation to commence without having a 10 consecutive hours off duty could not reasonably have been obtained in advance.
- (e) The Employee may agree to forego the entitlements described above at (a) to (d) above if:
  - (i) The overtime or recall commences within two hours of the next rostered shift; and
  - (ii) The Employee continues working until the commencement of the next rostered shift; and
  - (iii) The Employee is paid in accordance with the relevant overtime or recall obligations for the overtime or recall worked; and
  - (iv) The Employee had at least 10 consecutive hours off duty before the commencement of the overtime or recall.

## **20 Daylight Savings**

- (a) At the commencement of Daylight Savings (Spring), Employees will be paid for their normal rostered shift length during the changeover period.
- (b) At the conclusion of Daylight Savings (Autumn), Employees will be paid for actual hours worked during the changeover period, at the ordinary time rate of pay.

## **21 Accrued Days Off**

- (a) Where Accrued Days-Off apply from an historical arrangement, a day-off in each four (4) or five (5) week roster cycle will accrue for relevant full time Employees.
- (b) For relevant full time Employees rostered to work on shifts of eight (8) hours duration will work 152 hours in each four (4) week roster cycle to be worked as 19 days each of eight (8) hours with an accrued day off in each four (4) week roster cycle.
- (c) A relevant full-time Employee rostered to work on night shifts of 10 hours duration will work 190 hours in each five (5) week roster cycle to be worked as 19 shifts each of 10 hours with an accrued day-off in each five (5) week roster cycle.
- (d) For the purpose of this Clause, relevant means an Employee who has a historical agreement to maintain an Accrued Day-Off arrangement. Accrued Day-Off Arrangements do not apply to any other or new Employees.

## **PART D – CLASSIFICATIONS AND SALARY**

### **22 Classifications and Year Level**

#### Classification

- (a) An Employee who is covered by this Agreement will perform the duties described in one of the Classifications at Schedule A unless new relevant Classifications are subsequently agreed between the parties.

## Year Level

- (b) An Employee is entitled to move to the next incremental Year Level within their Grade upon completion of a year of experience. A year of experience is a period of 365 days of service employed in the same Classification and Year Level. When calculating the 365 days of service for the purpose of this clause:
  - (i) Any paid leave other than Long Service Leave and Personal/Carer's Leave counts as service.
    - A. The first 14 days of personal/carers days count towards service.
  - (ii) Any duration of leave due to illness or injury arising in the workplace which gives rise to a payment being made under cl 51 (Accident Pay) counts as service
  - (iii) Any period of Higher Duties counts as service
  - (iv) The EFT of the Employee is irrelevant.
  - (v) Continuous unworked periods of up to 12 weeks count as service for casually employed Employees.
  - (vi) Any period of service employed at a lower Grade does not count towards service employed at a higher Grade.
  - (vii) Any period of unpaid leave does not count as service.
- (c) An Employee cannot increment this way above the maximum Year Level within their Grade.

## Notification

- (d) Cabrini will notify the Employee in writing on commencement of employment of their Classification and Year Level under this Agreement.
- (e) Cabrini will notify the Employee of any alteration to their Classification in writing not later than the operative day of such alteration.

## 23 Starting Classifications

### Medical Scientists

- (a) A Medical Scientist who holds the degree of Bachelor of Applied Science Honours or Bachelor of Science Honours (4year course) shall be entitled to be classified as a Medical Scientist Grade I, Year Level 2.
- (b) A Medical Scientist who holds the degree of Master of Applied Science or Master of Science shall be entitled to be classified as a Medical Scientist Grade I, Year Level 3 provided further that an Employee so classified shall not be entitled to the Qualification Allowance payment prescribed in clause 33 (l) for a further period of two years.
- (c) A Medical Scientist who is a Fellow of the Australian Institute of Medical Scientists or holds a degree of Doctor of Philosophy shall be entitled to be classified as a Medical Scientist Grade I, Year Level 5 provided further that an Employee so classified shall not be entitled to the Qualification Allowance payment prescribed in clause 33 (m)) for a further period of two years.
- (d) For the purpose of this clause the first day of service referred to in subclause (b) for a Medical Scientist commencing at Grade 1, Year Level 1 shall be deemed to commence on the 1st day of January in the year following the year during which the scientist presented



himself for final examination which, if successful, would entitle the scientist to the degree of Bachelor of Science or Bachelor of Applied Science (Medical Laboratory Science).

- (e) Where a Medical Scientist was required to attend a supplementary examination, such scientist shall, if successful, be deemed to have passed the final examination in the year during which such final examination was held.
- (f) Where a Medical Scientist Grade I – Year Level 1 commences employment during the first year after qualification, such scientist shall be advanced to the classification Medical Scientist Grade I – Year Level 2 as from the 1st day of January in the next succeeding year.
- (g) A Medical Scientist Grade 1 Year Level 6 or Grade 1 Year Level 7 appointed to Grade 2 shall commence at classification Grade 2 Year Level 2

#### Medical Laboratory Technician

- (h) A Medical Laboratory Technician who holds a Diploma of Laboratory Technology or equivalent shall be entitled to be classified as a Medical Laboratory Technician Grade 1, Year Level 3.

#### Dietitians

- (i) A Dietitian who first commences employment on or after 25 April 1983 shall commence as a Dietitian Grade I, Year Level 2.
- (j) A Dietitian who holds the degree of Bachelor of Science with Honours shall commence as a Dietitian Grade I, Year Level 3.
- (k) A Dietitian who holds the degree of Master of Science shall commence as a Dietitian Grade I, Year Level 4, provided further that such Dietitian shall not be entitled to the Qualification Allowance payment prescribed in clause 33 (p) for a further period of two years.
- (l) A Dietitian who holds the degree of Doctor of Philosophy shall commence as a Dietitian Grade I, Year Level 5, provided further that such Dietitian shall not be entitled to the Qualification Allowance payment prescribed in clause 33 (q) for a further period of two years.

#### Pharmacists

- (m) Any Pharmacist who holds the degree of Master of Science or Master of Pharmaceutical Science of the Victorian College of Pharmacy, or its equivalent as recognised by the Pharmacy Board of Australia shall be entitled to commence as a Pharmacist Grade I, Year Level 3.

#### Associate Genetic Counsellor

- (n) An Associate Genetic counsellor who holds a two year clinical Masters in Genetic Counselling (excluding Griffiths University) or equivalent will commence at Grade 1 Year Level 2 provided that the holder of a relevant Masters qualification will not be entitled to be paid the Masters Qualifications Allowance until the third year of their employment.

- (o) An Associate Genetic Counsellor who holds a two year clinical Masters in Genetic Counselling (excluding Griffiths University) and a PhD in a relevant discipline will commence at Grade 1 Year Level 3 provided that the holder of a relevant doctoral qualification will not be entitled to be paid the Doctoral Qualifications Allowance until the third year of their employment.

## **24 Salaries**

- (a) The Employee is entitled to the minimum weekly salary applicable to the Employee's Year Level within their Classification as set out in Schedule B.
- (b) The minimum weekly salaries at the commencement of this Agreement are set out in Schedule B.
- (c) The minimum weekly salaries in Schedule B will be increased as follows during the operation of this Agreement:

2.5%	1 October 2022
2.5%	1 October 2023
3%	1 October, 2024
3%	1 October, 2025
3%	1 October 2026
- (d) Increases are applicable in the first full pay period on or after the date of effect.
- (e) No Employee will be paid a rate less than the corresponding Classification and Year Level rate in the comparison modern award.
- (f) An additional wage increment was negotiated as part of a trade off in recognition of a change of hours, which included the elimination of the accrued days off, in the 1997 Enterprise Agreement. In line with the previous Enterprise Agreement the wage increment and the agreed hours of work arrangements shall be retained.  
Employees who maintained accrued days off in lieu of the additional 1.5% wage increment may at any time elect to move to a 38 hour week without accrued days off and receive the associated rate of pay in accordance with Schedule B effective from the date of the implementation of the roster change.

## **25 Superannuation**

- (a) Cabrini will make Superannuation contributions on behalf of the Employee, regardless of age, at the minimum rate required to avoid a charge under the *Superannuation Guarantee (Administration) Act 1992* (Cth) as amended from time to time.
- (b) If a commencing Employee does not choose a fund and does not have a stapled fund, Cabrini will make contributions to Health Employees Superannuation Trust of Australia (HESTA), its default fund.
- (c) Subject to the terms of the relevant trust deed, an Employee may make additional contributions to the fund chosen by the Employee and, upon receiving written authorisation from the Employee, Cabrini will deduct such contributions from an Employee's salary and will forward such contributions to the chosen fund.

## **26 Salary Packaging**

- (a) An Employee may package their base salary to the extent permitted by law from time to time and in accordance with Cabrini Salary Packaging Policy and Procedures as varied from time to time.

## **27 Payment of Salaries**

- (a) Salaries will be paid during working hours on a week day being not more than five (5) days following the end of the pay period by direct credit to the Employee's nominated bank account.
- (b) An Employee will be supplied at the time of receiving his or her pay with a statement in writing in accordance with the Regulations made under the Act, but which in addition will also include details of accrued annual and personal leave.
- (c) When an Employee ceases employment, Cabrini will pay monies owing within seven (7) days of the termination of employment.
- (d) If a payroll dispute relating to a past pay period has been resolved, any monies that Cabrini agrees to be owing to the Employee shall be paid as soon as possible, but no later than 24 hours after agreement is reached on the amount owed.
- (e) If the employment of an Employee who normally receives ADOs ends when the Employee has either taken one or more ADOs in advance or an ADO has been taken during the work cycle during which the Employee is terminated, the salary due to that Employee will be reduced by the value of any ADO time taken wholly or partly in advance.
- (f) An Employee who has not worked a complete twenty (20) day four (4) week cycle (or five (5) week cycle) as the case may be, will receive pro rata accrued entitlements for each day worked or regarded as having been worked (i.e. paid leave) in such cycle payable for the accrued day off.

## **28 Time and Salaries Records**

- (a) Records will be kept by Cabrini in a way that conforms with the requirements of section 535 of the Act and Part 3-6 Division 3 of the Regulations of the Act. In addition to the requirements of Regulation 3.46 Cabrini will ensure that the pay slip for each Employee includes details of accrued annual and personal leave.

## **PART E – ALLOWANCES**

### **29 Shift Allowances and Weekend Rates**

#### Shift Allowance

- (a) An Employee will be paid the shift allowances prescribed at Schedule B if they work any of the following shifts:
  - (i) Early Shift – A shift which commences at a time after 5:00am and up until (but not including) 6:30am
  - (ii) Late Shift – A shift which finishes between 6:00pm and midnight
  - (iii) Night Shift (temporary or permanent) – A shift which either:

- A. Extends either side of midnight; or
  - B. Commences between (and including) midnight and 5:00am
- (b) Night Shift allowance increases for Employees who permanently work night shift. Permanently working means working for any period in excess of four consecutive weeks.
  - (c) The allowances payable pursuant to this clause shall be calculated to the nearest 5 cents, portions of a cent being disregarded.

Special Rates for Saturdays and Sundays

- (d) All rostered time of ordinary duty performed on a Saturday or on a Sunday shall be paid for at the rate of time and a half.
- (e) Where a Pharmacist employee is required to work on a Saturday or Sunday they shall be paid at the rate of double time. Provided that if Cabrini so elects, but not otherwise, they may be paid at the rate of single time and also be granted equivalent hours off duty in one period.

**30 Higher Duties**

- (a) An Employee who is authorised to assume the duties of another employee on a higher Classification under this Agreement for a period of one or more consecutive working days shall 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 Employee so relieved.
- (b) For the purposes of this clause, an Employee performing the duties of a vacant position at a higher Classification is also entitled to be paid higher duties as per subclause (a).

**31 Meal Allowance-Overtime**

- (a) An Employee will be supplied with an adequate meal or be paid a meal allowance, in addition to any overtime payment, as set out in Schedule B, in the following circumstances:
  - (i) An Employee shall be entitled to a meal allowance when required to work after the usual finishing hour of work beyond one (1) hour (Monday to Sunday inclusive), or in the case of a shift Employee when the overtime work on any shift exceeds one (1) hour. Provided that where such overtime work exceeds four (4) hours a further meal allowance will be paid;
  - (ii) An Employee when required to work more than five (5) hours overtime on a Saturday or on a Sunday, or more than five (5) hours by a shift Employee on her/his rostered day off, and when required to work more than nine (9) hours on such day a further meal allowance will be paid.
  - (iii) When recalled to duty outside of usual working hours for a period in excess of two (2) hours (and when the time of such recall coincides with or over-runs Employees normal meal time) and where such overtime exceeds four hours a further meal allowance shall be paid.
  - (iv) The above meal allowance provisions shall not apply where a meal is supplied at Cabrini's expense.

**32 Laundry Allowance**

- (a) A laundry allowance as set out in Schedule B shall be paid per shift to those Employees who are required by Cabrini to wear Cabrini provided uniforms. The laundry allowance shall be increased annually in accordance with the wage rate increases applicable in this Agreement as at Schedule B.

**33 Qualifications Allowance**

- (a) Where a Medical Scientist, Dietitian, Psychologist, Pharmacist or Genetic Counsellor has a higher qualification, the following qualifications allowances shall apply.
- (b) The Qualifications Allowances are set out in Schedule B
- (c) The allowance is to be paid on a pro-rata basis for part-time Employees.
- (d) The qualifications allowance shall not be cumulative in the case of multiple higher qualifications. Only one allowance will be paid to an Employee, being for the highest qualification held, provided that the qualification is relevant to the work/area of the Employee
- (e) Application for the allowance is to be made by the Employee in the required form, providing satisfactory evidence of the qualification for which the allowance is sought. Once approved, the allowance will be payable in the first full pay period on or after the date of receipt of the complete application
- (f) It must be demonstrated that the qualification is applicable to the relevant Employee's current area of practice. In considering whether the qualification is relevant, the nature of the qualification and the current area of practice of the qualification holder are the main criteria
- (g) Any disputes about the application of this clause shall be dealt with in accordance with Clause 59 - Disputes - including the application of the NES.
- (h) Employees employed prior to July 2008 who hold a Certificate or Graduate Diploma in Medical Science and receive an allowance commensurate with this clause shall continue to receive the allowance provided the Employee continues to be employed in Pathology as a Medical Scientist. The allowance for these Employees will be incremented in accordance with this Agreement.
- (i) The below allowances shall be payable during all periods of ordinary hours and all periods of paid leave except long service leave.

**Medical Scientists**

- (j) Graduate Certificate in Health Science (other than Medical Laboratory Science), the rate as defined in Schedule B.
- (k) Graduate Diploma in Health Administration, or equivalent, the rate as defined in Schedule B.
- (l) For M.Sc., M. App. Sc., MAIP, HGSACC, MAACB or other recognised equivalent Degree or qualification from a tertiary institution, the rate as defined in Schedule B.

- (m) For FAACB, FAIMS, D.Sc., Ph.D., FAIP, FIMLS or member of the Royal College of Pathologists, the rate as defined in Schedule B.

#### Dietitians

- (n) Graduate Certificate or equivalent, the rate as defined in Schedule B.
- (o) Graduate Diploma in Dietetics and Graduate Diploma in Health Administration, or equivalent, the rate as defined in Schedule B.
- (p) For M.Sc. in Dietetics, or any other recognised equivalent qualification from a recognised tertiary institution, the rate as defined in Schedule B.
- (q) For Ph.D., D.Sc. in Dietetics, or any other recognised equivalent qualification from a tertiary institution, the rate as defined in Schedule B.

#### Pharmacists

- (r) Fellowship Diploma of the Society of Hospital Pharmacists of Australia, the Graduate Diploma in Clinical Pharmacy or the Graduate Diploma in Hospital Pharmacy the rate as defined in Schedule B.

#### Psychologists

- (s) For M.A., M.Sc., M. Psych., Membership of the Boards of Clinical Psychologists, Counselling Psychologists, and Neuro-Psychologists of the Australian Psychological Society, M.B.A., or any other recognised equivalent qualification from a tertiary institution, the rate as defined in Schedule B.
- (t) For Ph.D., Psy.D. D.Sc. or a recognised equivalent qualification, the rate as defined in Schedule B:

#### Genetic Counsellor

- (u) Masters in Genetic Counselling (excluding Griffith University) or equivalent, Master of Health Science (Genetic Counselling), Master of Science (Genetics), Master of Social Work, Master of Psychology the rate as defined in Schedule B.
- (v) Doctor of Philosophy (Genetic Counselling, Genetics, Psychology, and Social Work) the rate as defined in Schedule B.

#### Application for Qualifications Allowance

- (w) Upon commencement of employment, an Employee who holds relevant higher qualifications that would attract a Qualifications Allowance will become entitled to receipt of the allowance from the first full pay period on or after the date the Employee provides to Cabrini suitable evidence of holding the higher qualification.
  - (i) Suitable evidence will normally be sighting of the original certificate, sighting of the academic transcript or certified copies of either.
  - (ii) Evidence of registration with AHPRA or any other organisation is not suitable evidence.

- (x) In all other cases, the Employee must inform Cabrini that they have attained a higher qualification which may attract a Qualifications Allowance pursuant to this clause and Cabrini shall inform the Employee of their possible entitlement to a Qualifications Allowance and the process for making an application. The Employee must then make an application following the correct process.
  - (i) Once approved the allowance shall be payable from the first full pay period on or after the date of receipt of the application.

#### **34 Vehicle Allowance**

- (a) Where an Employee is required to provide her/his own motor vehicle in connection with their duties, they will be paid a vehicle allowance as follows:
- (b) Cabrini discourages the use of private vehicles for business purposes. A fleet of pool vehicles is available for use by employees who require vehicles on an ad hoc basis. A pool vehicle must always be sought in preference to the use of a private vehicle
- (c) Where a pool vehicle is not available, employees may be required to use their private vehicle for business purposes. Such use requires the prior (verbal) approval of the appropriate Senior Manager or Director.
- (d) Should any employee be required to use their vehicle during normal working hours on Cabrini business, the employee shall receive such allowance based on distance per kilometre travelled as specified in this clause.
- (e) An employee who is recalled to work outside the normal working hours (provided such work is not continuous with a rostered period of duty) and who uses their vehicle for transport to a place of work shall receive allowances in accordance with this clause.
- (f) An employee on rostered shifts who is required to use public transport to journey to or from work between 9.00 p.m. and 7.00 a.m. shall be provided with transport (taxi or hire car) if no public transport is available for the inward and/or outward journey. Cabrini shall be responsible for the payment of such transport.
- (g) The cost of using a private vehicle for business purposes will be reimbursed at a rate per kilometre as determined by the ATO, or higher amount if provided for in Cabrini vehicle policy upon submission of a travel reimbursement claim.

#### **35 Sole Scientist Allowance**

- (a) Where a Medical Scientist Grade 1 is required to work as a sole Medical Scientist on site for each period greater than one (1) hour and up to 4 hours, an allowance shall be payable as set out in Schedule B.
- (b) The above allowance shall be increased annually in accordance with the wage rate increases applicable in this Agreement.

#### **36 Unsupervised Night Work Allowance**

- (a) A Medical Scientist who performs work during a night shift (either casual or permanent) and does so without another Medical Scientist present and no direct supervision shall be paid at least the rate of a Grade 2 Year 3 for the period of time worked alone.
- (b) This payment is in place of the Sole Scientist Allowance at cl (35) above.

**37 Blood Check Allowance**

- (a) Any employee exposed to radiation hazards in the course of his or her work shall be entitled to a blood count as often as is considered necessary and shall be reimbursed for any out of pocket expenses arising from such test.

**38 Histology Cut-Up Allowance**

- (a) A Cut-up allowance will be paid to employees in the following Cohorts when performing cut-up work:
  - (i) Medical Laboratory Technician
  - (ii) Medical Scientists
- (b) The allowances shall be paid upon completion of training, and such training is to be signed off by the Senior Scientist in Histology. The Pathologist may require an Employee to be reassessed.
- (c) The Cut-Up allowance shall be paid for a minimum of 1 hour and will be increased annually in accordance with the wage rate increases applicable in this Agreement as provided at Schedule B.

**PART F – LEAVE**

**39 Annual Leave**

Basic Entitlement

- (a) All Employees will be granted a minimum of four (4) weeks (152 hours) for full-time Employees, (pro-rata for part-time Employees) of annual leave with ordinary pay as defined. Such entitlement will accrue progressively during a year of service according to the Employee's ordinary hours of work, and such leave will accumulate from year to year.
  - (i) From 1 October 2025 this entitlement will increase to five (5) weeks (190 hours) for fulltime Employees (pro rata for part-time Employees). The entitlement will accrue progressively during a year of service according to the Employee's ordinary hours of work, and such leave will accumulate from year to year.

Additional Leave

- (b)
  - (i) Employees shall be entitled to an additional week of annual leave (38 hours), provided that the Employee is required to regularly work rostered shifts in excess of 4 hours on a Saturday and/or a Sunday. For the purpose of this Clause, regularly shall be defined as working on 10 Saturdays and/or Sundays per anniversary year.
  - (ii) Where the Employee works rostered shifts in excess of 4 hours on a Saturday and/or a Sunday, but less than 10 weekends per calendar year, they shall accrue the additional annual leave at the rate of 0.5 times the number of ordinary hours worked on any weekend shift, up to a maximum of their average weekly hours.



### Accrued Days Off and Annual Leave

- (c) Where the system of working provides for the taking of accrued days off, the maximum number of accrued days off will be thirteen (13) in any calendar year. One day of a year's annual leave period will be regarded as an accrued day off for which no additional payment is to be made.

### Public Holidays occurring during Annual Leave

- (d) Where any public holiday occurs during any period of annual leave, and it is a public holiday to which the Employee would be entitled in accordance with clause 45 the Employee will receive an additional sum equal to a day's ordinary pay for such day.

### Taking of Leave

- (e) The Employee must apply to Cabrini to take annual leave at least two (2) weeks before the date when the Employee seeks to commence his or her annual leave unless otherwise mutually agreed upon between the Employee and Cabrini.
- (f) An Employee with an accrued annual leave entitlement may apply for annual leave at any time (including single day leave) and such request will not be unreasonably refused by Cabrini. Where agreement cannot be reached between an Employee and Cabrini as to when annual leave can be taken, Cabrini may give 4 weeks' notice to require the Employee to take such leave at a time directed by Cabrini, provided that the Employee cannot be directed to take such leave before the expiration of a period of one (1) year after the date upon which the right to such annual leave accrues. Employees will not be permitted to accrue beyond one and a half times the annual leave entitlement and Cabrini will require excess leave to be taken in accordance with Cabrini policy.
- (g) If the Employee and Cabrini agree an amount of annual leave may be taken wholly or partly in advance of it accruing as an entitlement for the Employee.
- (h) On application by the Employee and by agreement with Cabrini annual leave may be taken as single days or part thereof. Annual leave so taken will be exempt from the payment in advance requirements below and will be paid in the next pay period.

### Annual Leave Loading

- (i) An employee entitled to annual leave shall be paid an annual leave loading of 17.5% of the ordinary weekly rate of pay for the classification at which the employee is employed at the commencement of their annual leave, provided that the maximum annual allowance payable shall be calculated on the salary of a Medical Scientist Grade 3 Year 2.
- (j) Provided that where an Employee would have received shift penalties and/or Saturday and/or Sunday penalties prescribed in this Agreement had they not been on annual leave and such loadings would have entitled the employee to a greater amount than under subclause (i) of this clause, then the loadings shall be paid to the employee in lieu of the 17.5% loading.

### Effect of Termination on Annual Leave

- (k) Where the employment of an Employee is terminated, Cabrini will be deemed to have given all accrued leave (except so much, if any, as has already been taken) to the Employee as from the date of the termination of the employment, and will forthwith pay to the Employee,

in addition to all other amounts due to the Employee, the Employee's ordinary pay for the period of such leave, together with annual leave loading applicable to that leave;

- (l) Nothing in this subclause affects the obligation of Cabrini to give, or an Employee to take, annual leave in accordance with this Agreement
- (m) The annual leave loading prescribed in this clause will apply to pro rata payment of leave on termination or resignation of employment
- (n) While not ordinarily permitted, where annual leave has been taken in advance and the employment of the Employee is terminated before they have completed the year of employment in respect of which such annual leave or part was taken and the sum paid by Cabrini to the Employee as ordinary pay for the annual leave period or part so taken in advance exceeds the sum which Cabrini is required to pay to the Employee Cabrini will not be liable to make any payment to the Employee under subclause (k) and will be entitled to deduct the amount of such excess from any remuneration payable to the Employee upon termination of employment

#### Sickness during Annual Leave

- (o) Where an employee qualifies for Personal or Compassionate Leave under the terms of this Agreement whilst on Annual Leave and, if requested by the Employer, provides a certificate of a registered health practitioner or other evidence acceptable to the Employer, then the number of days specified in the certificate shall be deducted from any Personal or Compassionate Leave entitlement standing to the employee's credit, and shall be re-credited to their Annual Leave entitlement.
- (p) The amount of annual leave loading received for any period of annual leave converted to sick leave in accordance with (f)(i), shall be deducted from any future entitlement to annual leave loading, or if the Employee resigns, from termination pay.

#### Annual Leave Payment Arrangements

- (q) Where accrued annual leave entitlements exceed one and a half times the yearly entitlement, this amount in excess may, by mutual agreement, be paid out to the Employee during the term of this Contract subject to the following:
- (r) The Employee may cash out an amount of annual leave credited to the Employee (in lieu of the amount of annual leave) subject to the following:
  - (i) On each occasion the Employee wishes to cash out an amount of annual leave, the Employee must advise Cabrini in writing, of the Employee's election to cash out an amount of annual leave and the amount of annual leave to be cashed out; and
  - (ii) Any annual leave that is cashed out will be paid at the rate ordinarily paid for annual leave; and
- (s) Notwithstanding the above, after any annual leave is cashed out by an Employee, the Employee must retain four (4) weeks accrued annual leave.

#### Purchased Leave

- (t) Purchased Leave enables the Employee, by mutual agreement with Cabrini, to access up to 20 working days paid additional leave in a twelve (12) month period, with salary

deductions for the nominated period(s) averaged over the whole year rather than at the time the leave is taken

- (u) Purchased Leave may be taken in conjunction with other types of leave. Purchased Leave may not be used to break a period of Long Service Leave
- (v) Purchased Leave must be used in the twelve (12) month period in which it is purchased
- (w) Purchased Leave and associated salary deductions will be based on the Employee's average daily hours (7 hours 36 minutes for full time Employees) and the Employee's substantive salary at the appropriate classification at the relevant increment point contained in Schedule
- (x) Cabrini may grant Purchased Leave, subject to operational requirements. Once approval has been granted, the arrangement may only be varied or cancelled in extraordinary circumstances
- (y) Where the arrangement, because of extraordinary circumstances, has been varied or cancelled and requires a refund of salary deductions, the refund will be made as a lump sum no later than two (2) pay periods following notification of the variation or cancellation
- (z) Where the Employee's employment terminates, deductions made for Purchased Leave not yet taken will be repaid
- (aa) Where the Employee's employment terminates and there are outstanding deductions for Purchased Leave, the Employee may elect to have the amount treated as overpayment of salary or offset against annual leave credits.

#### **40 Personal Carers and Compassionate Leave**

- (a) The provisions of this clause apply to full-time and regular part-time Employees (on a pro rata basis) but do not apply to casual Employees.
- (b) The Employee may take paid personal leave in accordance with this clause and the NES if the leave is taken:
  - (i) Because the Employee is not fit for work because of a personal illness or injury affecting the Employee; or
  - (ii) To provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires the Employee's care or support because of:
    - A. a personal illness or injury affecting the member; or
    - B. an unexpected emergency affecting the member.
- (c) In this clause, the term immediate family includes a spouse, de facto partner and next of kin of the Employee and the father, mother, brother, sister, child, step-child, mother-in-law or father-in-law, grand-parent or grand-child of the Employee and the Employee's spouse or de facto partner.
- (d) An Employee progressively accrues the following amount of paid personal leave:
  - (i) up to 7 hours and 36 minutes for each month of service in the first year of service;

- (ii) up to 106 hours and 24 minutes, in each year in the second, third and fourth years of service and thereafter;
- (iii) up to 159 hours and 36 minutes in fifth year of service and thereafter.

- (e) Part-time Employees will be entitled to personal leave on a pro rata basis according to hours usually worked.

#### Carer's Leave

- (f) The Employee must give Cabrini notice of intention to take carer's leave, and its expected duration, as soon as practicable and will include the name of the person requiring the care and their relationship to the Employee, and the reasons for taking such leave.

#### Unpaid Carer's Leave

- (g) If the Employee has exhausted the entitlement to paid personal/carer's leave, or the Employee is a casual Employee, the Employee is entitled to 2 days of unpaid carer's leave for each occasion when a member of the Employee's immediate family or household requires care or support because they are affected by an unexpected emergency, a personal illness or injury.
- (h) Unpaid personal leave may be taken as a single continuous period or as any separate period agreed between the Employee and Cabrini.

#### Compassionate Leave

- (i) In accordance with this Agreement and the NES, an Employee is entitled to 2 days of compassionate leave for each occasion (a Permissible Occasion) when a member of the Employee's immediate family, or a member of the employee's household:
  - (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.
- (j) In the case of a Permissible Occasion which is the contraction or development of a personal illness, or sustainment of a personal injury, compassionate leave may be taken at any time while the illness or injury persists
- (k) The Employee may take compassionate leave in a single continuous two (2) day period, two (2) separate periods of one (1) day or any separate periods agreed between Cabrini and the Employee
- (l) Compassionate leave is paid leave in the case of full-time and part-time Employees and unpaid leave in the case of casual Employees.
- (m) An employee is entitled to use accumulated personal leave as paid Compassionate Leave up to an additional two (2) days on each Permissible Occasion

#### **41 Notice and Evidence Requirements**

- (a) The Employee's entitlement to take personal leave or compassionate leave is subject to the Employee meeting the notice and evidence requirements in this Agreement and the NES.

## Personal (sick) Leave

- (b) In the event of a full-time or part-time Employee suffering a personal illness and:
  - (i) Being certified as such by a registered Medical Practitioner or other Registered Health Practitioner approved by Cabrini; or
  - (ii) On the production of a Statutory Declaration signed by the Employee (a limit of two Statutory Declarations may be provided in any one calendar year which commences on the anniversary of the Employee's commencement of employment with Cabrini),
- (c) they will be entitled to personal leave on ordinary pay.
- (d) Provided that an Employee may be absent through sickness for one (1) day without furnishing evidence of such sickness as provided above, on not more than three (3) occasions in any one (1) year of service.
- (e) Provided further that an Employee will not be entitled to this benefit should he/she fails to notify Cabrini 2 hours before the time rostered to commence duty on the day of such absence. Provided that, where it is not reasonably practicable to inform Cabrini within the times specified in the preceding paragraph, and satisfactory evidence is available of the reason why, Employees will inform Cabrini as soon as practicable thereafter.
- (f) Payment of personal leave will not be withheld by Cabrini until all reasonable steps have been taken to investigate the Employee's lack of advice regarding their absence from duty. Such an investigation must provide the Employee with an opportunity to give reasons as to why notification was not given.

## Carer's Leave

- (g) When taking leave to care for members of their immediate family or household who require care or support due to an unexpected emergency, the Employee must, if required by Cabrini, establish by production of documentation or other evidence satisfactory (acceptable) to Cabrini the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.
- (h) The Employee must give Cabrini notice of intention to take carer's leave, and its expected duration, as soon as practicable and will include the name of the person requiring the care and their relationship to the Employee, and the reasons (as stated above) for taking such leave.

## Compassionate Leave

- (i) The Employee must, if required by Cabrini, provide Cabrini with evidence that would satisfy a reasonable person of the basis for the Employee taking compassionate leave.
- (j) Proof of death or evidence of injury or illness that poses a serious threat to life must be provided to the satisfaction of Cabrini, if requested

## Approval for Leave

- (k) In order for leave to be authorised leave it must be approved by the relevant manager in accordance with the Instrument of Delegation.

## 42 Long Service Leave

### Entitlement

- (a) An Employee will be entitled to long service leave with pay, in respect of continuous service with Cabrini of fifteen (15) years, in accordance with the provisions of this clause.
- (b) The amount of such entitlement will be:
  - (i) Six (6) months long service leave and thereafter an additional two (2) months long service leave on the completion of each additional five (5) years' service;
  - (ii) In addition, in the case of an Employee who has completed more than ten (10) years' service but less than fifteen (15) and wishes to access pro rata long service leave; they may elect to take and be paid for an amount of long service leave up to one thirtieth of the period of service.
- (c) In the case of an Employee who has completed at least ten (10) years' service, but less than fifteen years' service and whose employment terminates for any cause other than serious and wilful misconduct, they will be paid such amount of long service leave as equals one thirtieth of the period of service.

### Early access to long service leave

- (d) The entitlement to access Long Service Leave after 10 years' service provided at subclauses (b)(ii) and (c) above will be improved upon in this and subsequent Agreements as follows:
  - (i) From 31 October 2025, on the completion by the Employee of at least nine years' continuous service – access to 15.597 weeks long service leave, and thereafter an additional 1.733 weeks' long service leave on the completion of each additional year of service;
  - (ii) From 31 October 2026, on the completion by the Employee of at least eight years' continuous service – access to 13.864 weeks long service leave, and thereafter an additional 1.733 weeks' long service leave on the completion of each additional year of service;
  - (iii) From 31 October 2027, on the completion by the Employee of at least seven years' continuous service – access to 12.131 weeks long service leave and thereafter an additional 1.733 weeks' long service leave on the completion of each additional year of service.

### Double Leave at Half Pay

- (e) Where an Employee is entitled to a period of long service leave, Cabrini may, at the request of the Employee, allow the Employee to take the whole or any part of the long service leave at double the quantum of leave at half pay or half the quantum of leave at double pay (as the case may be) provided that such arrangement will not result in an additional cost to Cabrini. Such request will not be unreasonably refused.

### Service Entitling to Leave

- (f) For the purposes of this clause service will be deemed to be continuous notwithstanding:
  - (i) the taking of any annual leave, long service leave, or other paid leave approved in writing by Cabrini and not covered by subclauses (f)(ii) or (f)(iv);
  - (ii) any absence from work in any year on account of illness or injury as provided in clause 40 – Personal Carer's and Compassionate leave;

- (iii) any interruption or ending of the employment by Cabrini if such interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
  - (iv) any absence on account of injury arising out of or in the course of the employment of the Employee for a period during which payment is made under Clause 52 - Accident pay;
  - (v) any interruption arising directly or indirectly from an industrial dispute;
  - (vi) the dismissal of an Employee if the Employee is re-employed within a period not exceeding two (2) months from the date of such dismissal;
  - (vii) any absence from work of a female Employee for a period not exceeding twelve (12) months in respect of any pregnancy;
  - (viii) any unpaid absence of not more than 24 months for the sole purpose of undertaking a course of study related to nursing where the written approval of Cabrini is given;
  - (ix) any other absence of an Employee by leave of Cabrini, or on account of injury arising out of or in the course of her/his employment not covered by this paragraph.
- (g) In calculating the period of continuous service of any Employee, any interruption or absence of a kind mentioned in subclauses (f)(ii) to (f)(iv) will be counted as part of the period of their service, but any interruption or absence of a kind mentioned in subclauses (ef)(v) to (f)(ix) will not be counted as part of the period of service unless it is so authorised in writing by Cabrini.
- (h) Cabrini will keep or cause to be kept a long service leave record for each Employee, containing particulars of service, leave taken and payments made.

#### Payment in-lieu of Long Service Leave on the death of an Employee

- (i) Where an Employee who has completed a period of service that would entitle them to take Long Service Leave dies while still in the employ of Cabrini, Cabrini will pay to such Employee's personal representative a sum equal to the pay of such Employee for 1/30th of the period of the Employee's continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the Employee.

#### Payment for Period of Leave

- (j) Payment to an Employee in respect of long service leave will be made in one of the following ways:
  - (i) in full in advance when the Employee commences their leave; OR
  - (ii) at the same time as payment would have been made if the Employee had remained on duty
  - (iii) in any other way agreed between Cabrini and the Employee.
- (k) The Employee will subject to the provisions of subclause (m) below be entitled to pay in respect of such leave as at the date of termination of employment.
- (l) Where any long service leave accrues to an Employee pursuant to subclause (b) the Employee will be entitled to pay in respect of such leave as at the date of termination.

- (m) Where an increase occurs in the ordinary time rate of pay during any period of long service leave taken by the Employee, the Employee will be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

#### Taking of leave

- (n) When an Employee becomes entitled to long service leave such leave will be granted by Cabrini within six (6) months from the date of the entitlement, but the taking of such leave may be postponed to such date as is mutually agreed, or in default of agreement as is determined by a member of Fair Work Commission provided that no such determination will require such leave to commence before the expiry of six (6) months from the date of such determination.
- (o) If Cabrini and an Employee so agree:
  - (i) the first six (6) months long service leave to which an Employee becomes entitled under this part, and any corresponding leave taken at half pay under clause 38(d), may be taken in two (2) or three (3) separate periods or otherwise, including single day absences, as is agreed with Cabrini at the request of the Employee; and
  - (ii) any subsequent period of long service leave to which the Employee becomes entitled may be taken in two (2) separate periods or otherwise that is agreed with Cabrini at the request of the Employee;
  - (iii) but save as aforesaid long service leave will be taken in one (1) period.
- (p) Cabrini may by agreement with an Employee grant long service leave to the Employee before the entitlement to that leave has accrued, provided that such leave will not be granted before the Employee has completed ten (10) years' service.
- (q) Where the employment of an Employee who has taken long service leave in advance is subsequently terminated for serious and wilful misconduct before entitlement to long service leave has accrued, Cabrini may, from whatever remuneration is payable to the Employee upon termination deduct and withhold an amount equivalent to the amount paid to the Employee in respect of the leave in advance.

#### Definitions

- (r) For the purpose of this clause the following definitions apply:
  - (i) **Pay** means remuneration for an Employee's normal weekly hours of work calculated at the Employee's ordinary pay (as defined), at the time the leave is taken or (if she/he dies before the completion of leave so taken) as at the time of her/his death, and will include the amount of any increase to the Employee's ordinary time rate of pay which occurred during the period of leave.
  - (ii) **Month** means a calendar month.

### 43 Family and Domestic Violence Leave

- (a) Family and Domestic Violence is defined by the Act.
- (b) Cabrini will provide Employees experiencing Family and Domestic Violence with reasonable paid leave of up to ten (10) days (76 hours) per calendar year (non-cumulative) for the purposes of attending medical appointments, legal proceedings, seeking safe housing or other activities related to coping with the Family and Domestic Violence (supporting evidence or proof may be required).



- (c) Cabrini will implement the paid leave through a policy and procedure that will ensure confidentiality and timely support for any Employees who may apply.
- (d) This leave will be in addition to other existing leave entitlements and does not accrue.
- (e) Additional leave, paid and/or unpaid, may be granted on a case by case basis.

#### 44 Parental leave

##### General

- (a) Subject to the terms of this clause Employees are entitled to paid and unpaid parental leave and to work part-time in connection with the birth or adoption of a child.
- (b) The provisions of this clause apply to full-time, part-time and eligible casual Employees, but do not apply to other casual Employees.
- (c) An eligible casual Employee means a casual Employee as defined.
  - (i) Employed by Cabrini on a regular and systematic basis for a sequence of periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
  - (ii) Who has a reasonable expectation of ongoing employment on a regular and systematic basis but for the pregnancy or the decision to adopt,
- (d) For the purposes of this clause, continuous service is work for Cabrini on a regular and systematic basis (including any period of authorised leave or absence).
- (e) Cabrini must not fail to re-engage a casual Employee because:
  - (i) the Employee or Employee's spouse is pregnant; or
  - (ii) the Employee is or has been immediately absent on parental leave.
- (f) The rights of Cabrini in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

##### Definitions

- (g) For the purpose of this clause:
  - (i) **Child** means a child of the Employee under school age except for adoption of an eligible child where eligible child means a person under the age of 16 years who is placed with the Employee for the purposes of adoption, other than a child or step-child of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the Employee for a period of six (6) months or more; and
  - (ii) **Spouse** includes a de facto spouse, former spouse or former de facto spouse. The Employee's de facto spouse means a person who lives with the Employee as husband, wife or partner on a bona fide domestic basis, although not legally married to the Employee.
  - (iii) **Partner** means a person who is not the primary carer in the parental relationship with the child.

## Basic Entitlement

- (h) Employees, who have or will have completed at least twelve (12) months continuous service, are entitled to a combined total of 52 weeks paid and unpaid parental leave on a shared basis in relation to the birth or adoption of their child. An Employee, who is an eligible casual Employee, will not be entitled to the paid component of parental leave.

## Paid Primary Carer Leave

- (i) A full-time or part-time Employee who qualifies for Parental Leave and who will be the primary carer of the child will be entitled to twelve (12) weeks of paid Primary Carer Leave.

## Paid Partner Leave

- (j) A full or part time Employee who qualifies for Parental Leave and who will not be the primary carer of the child will be entitled to two (2) weeks of paid Partner Leave

## Dad and Partner Leave

- (k) In addition to the leave provisions above, fathers and partners may access an additional two (2) weeks of unpaid leave for the purposes of accessing Dad and Partner Leave Pay under the Paid Parental Leave and Other Legislation Amendment (Dad and Partner Pay and Other Measures) Act 2012 (Cth).

## Adoption Leave

- (l) A full or part time Employee who qualifies for Adoption Leave will be entitled to the paid provisions of this Parental Leave Clause

## Paid Parental Leave

- (m) Paid Parental Leave (Paid Primary Carer Leave and Paid Partner Leave) will be at the ordinary time rate of pay;
- (n) Such Paid Parental Leave will apply in relation to each birth or adoption, regardless of whether the Employee has returned to work from unpaid or Paid Parental Leave granted in respect to a previous birth or adoption. Where an Employee becomes pregnant or adopts again they will be entitled to request a new period of unpaid parental leave and be entitled to a new period of Paid Parental Leave in accordance with subclauses (i) and (j) above;
- (o) The Employee may nominate how the Paid Parental Leave provided under this Agreement will be paid in conjunction with the paid leave provided under the Commonwealth Paid Parental Leave Scheme. For the avoidance of doubt the Commonwealth Scheme entitlement is in addition to any amount payable under this Agreement and the Employee may choose whether Cabrini provided entitlement will be taken either simultaneously, contiguously or in any other combination with the Commonwealth provided payment. The Employee will nominate a preferred payment arrangement at least four (4) weeks prior to the expected date of delivery.

## Alternative Payment Arrangements

- (p) Cabrini may, at the request of the Employee, allow the Employee to take the whole or any part of the Paid Parental Leave at double the quantum of leave at half pay provided that such arrangement will not result in an additional cost to Cabrini. Such request will not be unreasonably refused.

## Pre-Natal Leave

- (q) Where an Employee is required to attend pre-natal appointments and/or parenting classes, and these are only available during the ordinary rostered shift of the Employee, the Employee, on production of evidence satisfactory to Cabrini to this effect may access their Family Leave for such purpose
- (r) This entitlement will only be available where the Employee has exhausted all possible self-rostering, re-rostering or roster request options.

## Employee Couple – Concurrent Leave

- (s) Parental leave is to be available to only one parent at a time in a single unbroken period except for the concurrent period of leave in subclause (t).
  - (i) in the case of partner leave an Employee will be entitled to a total of one (1) week's paid leave (which need not be taken consecutively) and up to 51 weeks unpaid leave in connection with the birth of a child for whom they have accepted responsibility which may be commenced one (1) week prior to the expected date of birth; and
  - (ii) in the case of partner leave for an adoption three (3) week's paid leave and up to 49 weeks unpaid leave which may be commenced at the time of placement.
- (t) The total concurrent leave must be for a period of three (3) weeks or less. Where Cabrini agrees the Employee may start concurrent leave earlier or end concurrent leave later than provided for in subclause (s).

## Notice

- (u) An Employee must provide notice to Cabrini in advance of the expected date of commencement of parental leave. The notice requirements are:
  - (i) of the expected date of confinement (Cabrini may require the Employee to provide evidence that would satisfy a reasonable person or a certificate from a registered medical practitioner stating that the Employee is pregnant) - at least ten (10) weeks; and
  - (ii) of the date on which the Employee proposes to commence maternity leave and the period of leave to be taken - at least four (4) weeks.
- (v) When the Employee gives notice under subclause (u) Cabrini may require the Employee to provide a statutory declaration stating particulars of any period of partner leave sought or taken by their partner and that for the period of parental leave they will not engage in any conduct inconsistent with their contract of employment.
- (w) An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- (x) Subject to subclause (u) and unless agreed otherwise between Cabrini and Employee, an Employee may begin parental leave at any time within six (6) weeks immediately prior to the expected date of birth.
- (y) Where an Employee continues to work within the six (6) week period immediately prior to the expected date of birth of the child Cabrini will require the Employee to provide a certificate from a registered health practitioner that they are fit for work in their present position. Cabrini may require the Employee to start parental leave if the Employee:

- (i) does not give Cabrini the requested certificate within 7 days after the request; or
  - (ii) within 7 days after the request for the certificate, gives Cabrini the medical certificate stating that the Employee is unfit to work.
- (z) Where leave is granted under subclause (x) during the period of leave, an Employee may return to work at any time as agreed between Cabrini and the Employee, provided that time does not exceed four (4) weeks from the recommencement date desired by the Employee.

#### Personal illness leave and special parental leave

- (aa) An Employee who gives birth to a stillborn child (at or after 20 weeks gestation) or who gives birth to a live baby who subsequently dies, during or before the period of intended leave, will be entitled to the full amount of Paid Parental Leave. In either of these circumstances, Paid Partner Leave will also apply.
- (bb) The Employee must as soon as practicable give notice to Cabrini of the taking of leave advising the Employer of the period, or expected period, of the leave in accordance with the following:
- (i) where the pregnancy terminates during the first 20 weeks, during the notified period/s the Employee is entitled to access any paid and/or unpaid personal illness leave entitlements in accordance with the relevant personal leave provisions.
  - (ii) where the pregnancy terminates after the completion of 20 weeks, during the notified period/s the Employee is entitled to paid special parental leave not exceeding the amount of paid parental leave available under subclause (i), and thereafter, to unpaid special parental leave.
- (cc) If an Employee takes leave for a reason outlined in subclause (dd) Cabrini may require the Employee to provide reasonable evidence.

#### Partner leave

- (dd) An Employee will provide to Cabrini at least ten (10) weeks' notice prior to each proposed period of partner leave, with:
- (i) evidence in the form of a certificate from a registered medical practitioner which names their spouse and states that they are pregnant and the expected dated of confinement or states the date on which the birth took place; and
  - (ii) written notification of the dates on which they propose to start and finish the period of partner leave; and
  - (iii) a statutory declaration stating:
    - A. except in relation to leave taken simultaneously with the child's primary carer under subclause (s) that they will take the period of partner leave to become the primary care-giver of a child;
    - B. particulars of any period of parental leave sought or taken by their spouse; and
    - C. that for the period of partner leave they will not engage in any conduct inconsistent with their contract of employment.
- (ee) The Employee will not be in breach of subclause (s) and (dd) if the failure to give the required period of notice is because of the birth occurring or terminating earlier than expected, or other compelling circumstances.

## Adoption Leave

- (ff) The Employee will be required to provide Cabrini with written notice of the intention to apply for adoption leave as soon as is reasonably practicable after receiving a placement approval notice from an adoption agency or other appropriate body.
- (gg) The Employee must give written notice of the day when the placement with the Employee is expected to start as soon as possible after receiving a placement notice indicating the expected placement day.
- (hh) The Employee must give the following written notice of the first and last days of any period of adoption leave intended to be applied for because of the placement:
  - (i) Where a placement notice is received within the period of eight (8) weeks after receiving the placement approval notice – before the end of that eight (8) week period; or
  - (ii) Where a placement notice is received after the end of the period of eight (8) weeks after receiving the placement approval notice – as soon as reasonably practicable after receiving the placement notice.
- (ii) Generally the Employee must apply for leave to Cabrini at least ten (10) weeks before the date when long adoption leave begins and the period of leave to be taken or fourteen (14) days in advance for short adoption leave. An Employee may commence adoption leave before providing such notice where, through circumstances beyond the control of the Employee, the adoption of a child takes place earlier.
- (jj) Before commencing adoption leave, an Employee will provide Cabrini with a statement from an adoption agency of the day when the placement is expected to start and a statutory declaration stating:
  - (i) that the child is an eligible child, whether the Employee is taking short or long adoption leave or both and the particulars of any other authorised leave to be taken because of the placement;
  - (ii) except in relation to leave taken simultaneously with the child's other adoptive parent under subclause (s) that the Employee is seeking adoption leave to become the primary carer of the child;
  - (iii) particulars of any period of adoption leave sought or taken by the Employee's partner; and
  - (iv) that for the period of adoption leave the Employee will not engage in any conduct inconsistent with their contract of employment.
- (kk) An Employee must provide Cabrini with confirmation from the adoption agency of the start of the placement.
- (ll) Where the placement of the child for adoption with an Employee does not proceed or continue, the Employee will notify Cabrini immediately. Cabrini will then nominate a time, not exceeding four (4) weeks from receipt of notification, for the Employee's return to work;
- (mm) An Employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a partner, or other compelling circumstances.

- (nn) An Employee seeking to adopt a child is, on the production of satisfactory evidence if required, entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations necessary to the adoption procedure. The Employee and Cabrini should agree on the length of the unpaid leave. Where agreement cannot be reached the Employee is entitled to take up to two (2) days unpaid leave;
- (oo) Where paid leave is available to the Employee, Cabrini may require the Employee to take such leave instead.

#### Right to Request

- (pp) An Employee entitled to parental leave pursuant to the provisions of subclause (h) may request Cabrini to allow the Employee:
  - (i) to extend the period of simultaneous unpaid parental leave provided for in subclause (s) up to a maximum of eight (8) weeks;
  - (ii) to extend the period of unpaid parental leave provided for in subclause (h) by a further continuous period of leave not exceeding twelve (12) months;
  - (iii) to return from a period of parental leave on different working arrangements until the child reaches school age; or is under 18 and has a disability;
  - (iv) to assist the Employee in reconciling work and parental responsibilities.  
Different working arrangements may include changes in hours of work, patterns of work or location of work.
- (qq) Cabrini will consider the request having regard to the Employee's circumstances and provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Cabrini's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on patient or resident care and service.
- (rr) The Employee's request and the Cabrini's decision made under subclause (pp) must be in writing. Cabrini's response, including details of the reasons for any refusal, must be given as soon as practicable and no later than 21 days after the request is made.
- (ss) A request under subclause (pp) (iii) must be made as soon as possible but no less than eight (8) weeks prior to the date upon which the Employee is due to return to work from parental leave.

#### Working Part Time

- (tt) An Employee may work part time, at their substantive classification, following parental leave, by written application to Cabrini. The Employer shall consider and not unreasonably refuse the request to work part time.
- (uu) In determining the Employee's request, Cabrini shall balance the needs of the business with the needs of the Employee, taking into account the following:
  - (i) the cost of accommodating the request
  - (ii) the capacity to reorganise work arrangements to accommodate the Employee's request
  - (iii) the impact on service delivery
  - (iv) the particular circumstances of the Employee, especially the nature of the Employee's caring need
  - (v) the impact on the Employee and the Employee's dependents of the request not being granted.

- (vv) Hours, classification and period of part time work are to be agreed in writing between the Employer and the Employee and varied by mutual agreement.
- (ww) Any disputes over the application of this Clause shall be dealt with in accordance with Clause 59 - Disputes.

#### Variation of Period of Parental Leave

- (xx) Unless agreed otherwise between Cabrini and the Employee, where an Employee takes leave under subclause (h) and (pp) (ii) the Employee may apply to Cabrini to change the period of parental leave by extending the period on one (1) occasion. Any such change must be notified in writing at least four (4) weeks prior to the start of the changed arrangements.

#### Parental Leave and other Entitlements

- (yy) An Employee may in lieu of or in conjunction with parental leave access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under subclause (pp).
- (zz) Where a public holiday occurs during a period of paid parental leave the public holiday is not to be regarded as part of the paid parental leave and Cabrini will grant the Employee a day off in lieu to be taken by the Employee immediately following the period of paid parental leave.

#### Transfer to a Safe Job

- (aaa) Where an Employee is pregnant and provides evidence that would satisfy a reasonable person that they are fit for work but it is inadvisable for them to continue in their present position during a stated period because of illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee, the Employee will, if Cabrini deems it practicable, be transferred to a safe job with no other change to the Employee's terms and conditions of employment until the commencement of parental leave. Cabrini may require the evidence referred to above to be a medical certificate. Cabrini will make all practical efforts to remedy an unsafe situation to allow the Employee to work until their estimated date of confinement.
- (bbb) If Cabrini does not think it reasonably practicable to transfer the Employee to a safe job, Cabrini will pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work during the risk period, but Cabrini may require further medical certificates to be provided in accordance with the provisions of the Act. This period may be until the earliest of either:
  - (i) when the Employee is certified unfit to work during the six (6) week period before the expected date of birth by a registered medical practitioner, or
  - (ii) when the Employee's pregnancy results in the birth of a living child or when the Employee's pregnancy ends otherwise than with the birth of a living child.
- (ccc) The entitlement to no safe job leave is in addition to any other leave entitlement the Employee has.

## Returning to work after a period of parental leave

- (ddd) An Employee will notify their intention to return to work after a period of parental leave at least four (4) weeks prior to the expiration of the leave.
- (eee) Subject to subclauses (ggg), (hhh) and (iii) an Employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to subclause (aaa) the Employee will be entitled to return to the position they held immediately before such transfer.
- (fff) Where such position no longer exists but there are other positions available for which the Employee is qualified and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

## Consultation and Communication during Parental Leave

- (ggg) Where an Employee is on parental leave and a definite decision has been made that will have a significant effect on the status, pay or location of the Employee's pre-parental leave position, Cabrini will take reasonable steps to:
  - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.
- (hhh) The Employee will take reasonable steps to inform Cabrini about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
- (iii) The Employee will also notify Cabrini of changes to address or other contact details which might affect Cabrini's capacity to comply with this clause.

## **45 Public Holidays**

- (a) An Employee will be entitled to paid time off, or penalty payments for time worked, in respect of public holidays in accordance with this clause.
- (b) Cabrini will not unilaterally change the normal roster pattern of any Employee to avoid a benefit under this clause.
- (c) The public holidays to which this clause applies are the days determined under Victorian law as public holidays in respect of the following occasions:
  - (i) New Year's Day, Good Friday, Saturday before Easter Sunday, Easter Sunday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Labour Day, ANZAC Day, King's Birthday, Friday before AFL Grand Final and Melbourne Cup; and
  - (ii) any extra, additional or substitute public holidays appointed in Victoria.



## Not Working on a Public Holiday – Rostered Off; Rostered Not Required and ADO

### *Rostered Off*

- (d) If a public holiday falls on a day when an Employee is Rostered Off they will be entitled to one and half (1.5) ordinary day's pay; or where there is mutual consent, within four (4) weeks following the date on which such holiday occurred the Employee may take a day off in lieu or have a day added to her/his annual leave.
- (e) This Rostered Off payment does not apply to public holidays falling on Saturday or Sunday with respect to Monday to Friday Employees. A Monday to Friday Employee is an Employee whose current contractual ordinary hours do not include weekends.
- (f) Casual Employee are ineligible for a Rostered Off payment.
- (g) The Rostered Off payment does not count towards the Ordinary Hours worked in the fortnight.
- (h) The Rostered Off payment will still apply in addition to any on-call allowance, recall or overtime payments.
- (i) A fulltime Employee is Rostered Off on a Public Holiday if:
  - (i) The employee has their full allocation of 76 ordinary hours for the fortnight allocated elsewhere and none of those ordinary hours are rostered on the Public Holiday in question.
- (j) A part-time Employee is Rostered Off if:
  - (i) The employee has their full allocation of pro rata ordinary hours for the fortnight allocated elsewhere and none of those ordinary hours are rostered on the Public Holiday in question; and
  - (ii) The public holiday occurs on a day that a part-time Employee would normally work.
- (k) In determining whether the Public Holiday occurs on a day the part-time Employee would normally work Cabrini will review the roster pattern of the individual Employee over the preceding six (6) months. If the roster demonstrates that the Employee has worked 50% or more times on the day on which a particular public holiday falls, then the Employee will be considered to normally work on that day.

**Example:** A part time employee with variable roster pattern works 17 out of the previous 26 Tuesdays. The employee is not required to work on Melbourne Cup Day (Tuesday) and so is not rostered. However, because the employee works a variable roster and has worked for more than 50% of Tuesdays in the preceding 6 months they will be eligible to be paid for the hours they would have worked on Melbourne Cup Day in accordance with subclause (d). In order to calculate the number of hours to be paid (the number of hours they would have worked Melbourne Cup Day) Cabrini must average the number of hours worked per day over the 17 Tuesdays (not 26 Tuesdays) where the employee performed work in the preceding 6 month period.

### *Rostered Not Required*

- (l) An Employee is Rostered Not Required on a Public Holiday if they have ordinary hours of work rostered on the Public Holiday and are not required to attend for work on that day.
- (m) An Employee who is Rostered Not Required is paid for the ordinary hours on the Public Holiday and is paid at their normal rate.

- (n) Hours which are Rostered Not Required count towards the total of Ordinary Hours worked in the fortnight.
- (o) Casual employees cannot be Rostered Not Required.

#### ADO

- (p) Employees who have an ADO fall on a public holiday and who do not work on that day will be paid their regular salary under the ADO arrangement and will be provided with an additional day to be taken as paid leave within a four week period.

#### Working on a Public Holiday

- (q) An Employee can be requested to work on a public holiday (including a substitute day, additional day, Other Day or Day In Lieu). The NES criteria in deciding the reasonableness of a request or a refusal of a request apply.
- (r) If an Employee other, than a casual Employee, works on a public holiday they shall be paid at the ordinary time rate of pay x2.5 for the time so worked. Alternatively, by agreement, the Employee may be paid at the ordinary time rate of pay for the time so worked and in addition they shall be entitled to receive within four (4) weeks:
  - (i) 1.5x the time worked on the public holiday to be taken as paid leave, with at least seven days' notice to be given; or
  - (ii) 1.5x the time worked on the public holiday to be added to their annual leave.
- (s) If a casual Employee works on a public holiday then they shall be paid for the time worked during the public holiday at 312.5% of their normal hourly rate. This amount incorporates any casual loading payable to the employee.
- (t) Employees who have an ADO fall on a public holiday and who are subsequently required to work on that public holiday will be paid their regular salary for that day under their ADO arrangement and in addition will be paid in accordance with subclause (r).
- (u) In the event that an Employee works on a weekend which is also a public holiday any payments made under subclauses (r) or (s) for that day are in place of the weekend allowances at clause 29.
- (v) An Employee who utilises personal/carers leave on a day that is a public holiday and who complies with the evidentiary and notice periods described in clause 41, is taken not to be on personal/carers leave and is entitled to receive an ordinary day's pay for that day.

#### Substitution of a public holiday

- (w) When any public holiday is substituted either by the Victorian Government or by personal agreement then the entitlements in this clause will apply to the substitute day instead of the public holiday being substituted.
- (x) Cabrini and an Employee may agree to substitute another day for a day (or part day for a part day) that would otherwise be a public holiday (including a substitute day, additional day, Other Day and In Lieu Day).

- (y) Where an agreement under subclause (x) is reached, it will be recorded in writing and a copy given to the Employee.

#### Additional and In Lieu Public Holidays

- (z) When Christmas Day, Boxing Day, or New Year's Day (Actual Day) is a Saturday or a Sunday, and an additional\* public holiday is determined by the Victorian Government on another day in respect of any of those occasions (Other Day) Employees will receive penalty payments under this clause for any time worked on the Actual Day or the Other Day but not both. If both the Actual Day and the Other Day are worked payment under this clause will be made only for one of those days to be nominated by the Employee.
- (i) Similarly if the employee works on either the Actual Day or the Other Day and is Rostered Off on the other then only a public holiday payment for the day worked will be made and there will be no Rostered Off payment made for the day not worked.
  - (ii) If both the Actual Day and the Other Day are Rostered Off then only a single Rostered Off payment will be made for one of the days to be nominated by the Employee.

\*additional public holiday in this subclause includes both 'additional public holidays' as per the meaning in the *Public Holidays Act 1993 (Vic)* s 7 and also appointing the holiday to have occurred on two dates in the first place as per *Public Holidays Act 1993 (Vic)* s 6(a)(b), 6(k)(ka) and 6(l)(m).

**Example:** Christmas Day falls on a Saturday and therefore the Victorian Govt appoints Monday 27 December as an extra public holiday. An Employee works a 7.6-hour shift on Saturday 25 December (Actual Day) and a 7.6-hour shift on Monday 27 December (Other day). The Employee worked on both the Actual Day and the Other day and elects to be paid in accordance with clause (q) for the Other Day. Payment for the 7.6 hours on the Actual Day will be at a weekend rate.

- (aa) When Christmas Day, Boxing Day, New Year's Day or Australia Day (Actual Day) is a Saturday or Sunday and if neither a substitute\* public holiday nor an Other Day is appointed by the Victorian Government on another day in respect of any of those occasions then Cabrini will provide a public holiday in lieu on the following Monday or Tuesday (In Lieu Day). Employees will receive penalty payments pursuant to this clause for any time worked on the Actual Day or the In Lieu Day but not both. If both the Actual Day and the In Lieu Day are worked payment under this clause will be made for only one of those days to be nominated by the Employee.
- (i) Similarly if the employee works on either the Actual Day or the In Lieu Day and is Rostered Off on the other then only a public holiday payment for the day worked will be made and there will be no Rostered Off payment made for the day not worked.
  - (ii) If both the Actual Day and the In Lieu Day are Rostered Off then only a single Rostered Off payment will be made for one of the days to be nominated by the Employee.

\*substitute public holiday in this subclause includes both 'substituted public holidays' as per the meaning in the *Public Holidays Act 1993 (Vic)* s 8 and also appointing the holiday to have occurred on either of two dates in the first place as per *Public Holidays Act 1993 (Vic)* s 6(c)

- (bb) For the avoidance of doubt entitlements and criteria at subclause (d) (Rostered Off) apply to either the Actual Day or the corresponding Other Day/In Lieu Day whereas entitlements at

subclauses (l) (Rostered Not Required) and (p) ADO apply to the Actual Day as well as the corresponding Other Days and In Lieu Days.

**Example:** New Year's Day falls on a Saturday (Actual Day) and therefore the Victorian Govt appoints Monday 3 January as an extra public holiday (Other Day). A fulltime Employee who has a fixed roster normally works Mon, Tue, Wed, Thu and Sat. The Employee will be entitled to be Rostered Not Required on both the Actual Day and the Other Day and receive payment under (l) for both days. (Although the Employee could be asked to attend for work on either of those days as per subclause (q))

#### **46 Leave to Engage in Emergency Relief Activities**

- (a) Cabrini will facilitate an Employee who is a member of a voluntary relief organisation including, but not limited to, the Country Fire Authority, Coast Guard, Red Cross, State Emergency Service and St. John Ambulance to be released from normal duty without loss of pay for a period of up to one (1) working week, and further period of time as may be agreed at the discretion of Cabrini assessed on a case by case basis:
  - (i) Where a local emergency situation arises that requires the attendance of the Employee; or
  - (ii) To attain required qualifications or to requalify to perform activities in an emergency relief organisation.
- (b) Leave under this clause may be refused by Cabrini if in its reasonable opinion it would unreasonably affect its operational requirements.

#### **47 Cultural and Ceremonial Leave**

- (a) Cabrini may approve leave, subject to operational requirements, during working hours by an Employee of Aboriginal or Torres Strait Islander descent at any Aboriginal community meetings, except the Annual general Meetings of Aboriginal community organisations at which attendance the election of office bearers will occur
- (b) Cabrini may grant an Employee of Aboriginal or Torres Strait Islander descent accrued annual or other leave to attend the Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur.
- (c) Ceremonial leave without pay may be granted to an Employee of Aboriginal or Torres Strait Islander descent for ceremonial purposes: connected with the death of a member of the immediate family or
  - (i) Extended family (provided that no employee will have an existing entitlement reduced as a result of this clause); or
  - (ii) For other ceremonial obligations under Aboriginal or Torres Strait Islander law.
- (d) Ceremonial leave granted under this Clause is in addition to compassionate leave granted under any other provision of this Agreement.

#### **48 Blood Donor's Leave**

- (a) Cabrini will release an Employee upon request, without loss of pay, to donate blood where a collection unit is on site for a period of no longer than two (2) hours subject to operational requirements.

#### **49 Jury Service**

- (a) An Employee required to attend for jury service during his or her ordinary working hours will be reimbursed by Cabrini an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of ordinary salary he

or she would have received in respect of ordinary time they would have worked had they not been on jury service.

- (b) An Employee will notify Cabrini as soon as possible of the date upon which he or she is required to attend for jury service. Further the Employee will give Cabrini proof of his or her attendance at the court, the duration of such attendance and the amount received in respect of such jury service.

## **PART G – OTHER MATTERS PERTAINING TO THE EMPLOYMENT RELATIONSHIP**

### **50 Professional Development**

#### Examination Leave (Pharmacists)

- (a) An employee shall be granted leave with full pay in order to attend examinations necessary to obtain a Higher Qualification as defined in clause 2;
- (b) Provided that such examinations are held within the Commonwealth of Australia.
- (c) The amount of such leave shall be sufficient to allow the employee: to proceed to and from the place of examination; and in addition, to allow three clear days prior to the oral examination and either three clear days or three single days prior to the written papers with a maximum of six days pre-examination study leave in any calendar year.
- (d) A Pharmacist Intern shall be granted one clear day pre-examination study leave with full pay and paid sufficient time to allow the employee to proceed to and from the place of examination to attend the Pharmacy (VI) final examinations.
- (e) Any leave granted under the provision of this clause shall be in addition to the provisions of clause 39 Annual leave.

#### Study/Conference Leave

- (f) Study/conference leave is defined as leave granted for the purposes of undertaking and/or preparing for examinations in a course of study, or attending relevant courses including conferences and professional development activities.
- (g) Employees shall be entitled to five (5) days paid study leave (pro rata for part time staff) per annum for the purposes of attending Educational Programs / Conferences and/or undertaking or preparing for examinations in a course of study. Study leave entitlements can accumulate over a two year period.
- (h) In the first (12) months of employment, leave may be taken on a pro-rata basis. Application for the above leave is made to the Employee's manager.
- (i) The course of study being undertaken should be relevant to the nature of the employment at Cabrini and must be approved by Cabrini to qualify for a grant of study leave.
- (j) All study leave should be applied for in accordance with Cabrini procedure.

- (k) Where a course or conference falls upon a weekend day(s) and that course or conference is approved under subclause (j) above, time in lieu will be granted for such conference or course attendance. Provided that the attendance per day will not extend beyond the period time worked in a shift.
- (l) Notwithstanding the provisions in subclause (g), where it can be arranged prior to the completion of a year of service (based on each Employee's anniversary date) and managed operationally, an Employee may carry over some or all of a year's study leave entitlement to use in the following year. In these circumstances study leave shall not accumulate beyond the second year.

#### Professional Development Allowance

- (m) Allowances for Professional Development for full and part-time Employees will be available for the life of the Agreement as follows:
  - (i) Pharmacy - An allowance of up to \$900 per annum (calendar year) will be available for each Pharmacist.
  - (ii) Medical Scientists employed in Pathology
    - A. Application may be made to access central Pathology professional development funds.
    - B. The total pool available for the Pathology professional development fund shall not be less than \$900 per EFT of Medical Scientist employed under this Agreement
  - (iii) Other Employees - An allowance of up to \$900 per annum (calendar year) for Employees working three (3) shifts (22.8 hours) per week or more and up to \$600 per annum for Employees working less than three (3) shifts per week.
- (n) The allowance will be for the purpose of undertaking study or attendance at conferences. The allowance may be accessed through application to the relevant Manager outlining the proposed use of the allowance and its relevance to the work of the Employee. The allowance may be used in one approved occasion or on a number of occasions during the year. The allowance will not accrue from year to year.
- (o) This allowance will apply in addition to the study leave provisions above.

#### Occupational Health & Safety Training

- (p) Occupational Health and Safety programs approved by Cabrini, such as but not limited to, evacuation and fire training and manual handling are compulsory at least on an annual basis for all staff employed at Cabrini. Such programs are conducted during working hours of the Employee.

#### Additional Study/Conference Leave

- (q) Leave in addition to the above may be granted, as negotiated with and approved by the relevant Manager. This may include additional study leave for the purposes of undertaking post-graduate courses relevant to the employment of the Employee.

#### Post Graduate Study Leave

- (r) Post Graduate study leave will be available to full or part-time Employees at the Employer's discretion to undertake studies relevant to their work area and/or profession at Masters or PhD level for the following qualifications:
  - (i) Pharmacy - Master of Clinical Pharmacy or PhD

- (ii) Pathology - Fellowship of FAACB, FAIMS, CFIAC, PhD or approved equivalent
  - (iii) Dietetics / Allied Health - Post-graduate Master's degree by course work or by Research, or PhD
- (s) Paid study leave may be taken as mutually agreed by, for example, 4 hours per week or 8 hours per fortnight during the semester (26 weeks per year) or blocks of 38 hours. The paid study leave is only available during the period of study. Cabrini may require the Employee to provide proof of ongoing study.
  - (t) A part-time Employee will be entitled to paid study leave on a pro-rata basis.
  - (u) The Employee must apply in writing to Cabrini as early as possible prior to the proposed leave date. The Employee's request should include:
    - (i) details of the course and institution at which the Employee is enrolled or proposes to enrol
    - (ii) details of the relevance of the course to the Employee's employment
    - (iii) the proposed duration of the course.
  - (v) Cabrini will notify the Employee of the success or otherwise of the application as soon as practicable after the application is made
  - (w) Leave pursuant to this clause does not accumulate from year to year.

## 51 Public Transport

- (a) Full or part time Employees with more than three (3) months service may request Cabrini to purchase an annual or monthly public transport ticket. The cost of the ticket will then be deducted from the Employees' fortnightly pay.
- (b) Where an Employees' employment terminates prior to repaying the full cost of the ticket, such outstanding monies will be withheld from the Employees' final payment unless otherwise agreed. Where the final payment is not adequate to cover the outstanding monies, the Employee will refund to the Employer the outstanding amount owed.

## 52 Accident Pay

### Definitions

- (a) **Accident Make-Up Pay** is the difference between the employees Pre Injury Average Weekly Earnings ('PIAWE ') as defined within the Accident Compensation Act 1985, as is amended from time to time, or in respect of an injury occurring on or after 1 July 2014, the *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)* as amended from time to time, or as may be replaced in the future ('the WIRC Act') and the amount of weekly compensation payable to that employee pursuant to the WIRC Act, the amount to be calculated subject to subclause (g).
- (b) **Injury Employer** is the employer for whom the injured worker was performing duties at the time of the accident.
- (c) **Injury** or **Disease** is defined as a compensable injury as contained within the WIRC Act.

#### Entitlement to Make Up Pay

- (d) Accident Make-Up Pay is payable subject to there being a claim for Weekly Payments pursuant to the WIRC Act, and for which liability has been accepted and / or is ongoing.
- (e) Entitlement to Accident Make-Up Pay ceases immediately where the entitlement to weekly payment ceases under the WIRC Act.
- (f) Entitlement to Accident Make-Up Pay Ceases immediately the injured worker's employment with the Injury Employer ceases or is terminated.

#### Calculation of Accident Make-Up Pay

- (g) Accident Make-Up Pay shall be calculated as being the difference between the injured workers PIAWE and the weekly compensation amount as applies to the first 13 weeks of weekly payments under the WIRC Act.

#### Duration of Accident Make-Up Pay

- (h) Accident Make-Up Pay will be payable for a total of 39 weeks certified incapacity, commencing from the day of first certification, and whether the incapacity is total or partial as defined within the WIRC Act.

#### Injury Employer to Pay Accident Make Up Pay

- (i) Accident Make-Up Pay will be paid at all times and in all cases by the Injury Employer.

### **53 Police and Working with Children Checks**

- (a) Employees new to Cabrini who require a Police or Working with Children Check for their employment will be required to provide evidence of a satisfactory check as a condition of their employment with Cabrini. Thereafter subsequent Checks will be funded by Cabrini.
- (b) Police and Working with Children Checks for existing Employees will be funded by Cabrini.
- (c) If Cabrini is, having regard to the police check, satisfied that the Employee is neither precluded nor unable to meet the inherent requirements of the role, the Employee will be advised that the check has been completed
- (d) Where Cabrini has received the police check and believes that the Employee is either precluded or has not satisfied that the Employee can meet the inherent requirements of the role, the Employee will be provided with an opportunity to respond prior to any decision being made regarding the employment.
- (e) If Cabrini holds a copy of a mandatory check, then upon request by the Employee Cabrini will provide a copy of the check that is held on the file to the Employee.



## PART H – FLEXIBILITY, CHANGE AND ENDING EMPLOYMENT

### 54 Individual Flexibility Arrangement

- (a) Cabrini and an Employee may enter into a flexibility agreement as follows:
- (b) An Employer and Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
  - (i) the agreement deals with 1 or more of the following matters:
    - A. arrangements about when work is performed;
    - B. allowances;
  - (ii) the arrangement meets the genuine needs of the employer and Employee in relation to 1 or more of the matters mentioned in subclause (b) (i); and
  - (iii) the arrangement is genuinely agreed to by the Employer and Employee.
- (c) The Employer must ensure that the terms of the individual flexibility arrangement:
  - (i) are about permitted matters under section 172 of the Fair Work Act 2009; and
  - (ii) are not unlawful terms under section 194 of the Fair Work Act 2009; and
  - (iii) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- (d) The Employer must ensure that the individual flexibility arrangement:
  - (i) is in writing; and
  - (ii) includes the name of the Employer and Employee; and
  - (iii) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - (iv) includes details of:
    - A. the terms of the enterprise agreement that will be varied by the arrangement; and
    - B. how the arrangement will vary the effect of the terms; and
    - C. how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (v) states the day on which the arrangement commences.
- (e) The employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (f) The Employer or Employee may terminate the individual flexibility arrangement:
  - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (ii) if the Employer and Employee agree in writing – at any time.

### 55 Organisational Change

- (a) This term applies if Cabrini:
  - (i) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - (ii) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

## Major change

- (b) For a major change referred to in subclause (a) (i):
  - (i) the employer must notify the relevant employees of the decision to introduce the major change; and
  - (ii) subclauses (c) to (j) apply.
- (c) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (d) If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation and the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- (e) As soon as practicable after making its decision, Cabrini must discuss with the relevant employees:
  - (i) the introduction of the change; and
  - (ii) the effect the change is likely to have on the employees;
  - (iii) and measures the Cabrini is taking to avert or mitigate the adverse effect of the change on the employees
- (f) for the purposes of the discussion—provide, in writing, to the relevant employees:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the employees; and
  - (iii) any other matters likely to affect the employees.
- (g) However, Cabrini is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (h) Cabrini must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (i) If a term in this 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 paragraph (a) (i) and subclauses (c) and (e) are taken not to apply.
- (j) In this term, a major change is likely to have a significant effect on employees if it results in:
  - (i) the termination of the employment of employees; or
  - (ii) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (iv) the alteration of hours of work; or
  - (v) the need to retrain employees; or
  - (vi) the need to relocate employees to another workplace; or
  - (vii) the restructuring of jobs.

#### Change to regular roster or ordinary hours of work

- (k) For a change referred to in paragraph (a)(ii):
  - (i) the employer must notify the relevant employees of the proposed change; and
  - (ii) subclauses (k) to (q) apply.
- (l) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (m) If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation and the employee or employees advise the employer of the identity of the representative; Cabrini must recognise the representative.
- (n) As soon as practicable after proposing to introduce the change, the employer must:
  - (i) discuss with the relevant employees the introduction of the change
- (o) for the purposes of the discussion—provide to the relevant employees:
  - (i) all relevant information about the change, including the nature of the change; and
  - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
  - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - (iv) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (p) However, Cabrini is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (q) Cabrini must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (r) In this clause **relevant employees** means the employees who may be affected by a change referred to in subclause (a).

#### 56 **Redeployment and Redundancy**

- (a) Prior to any separation package being made available, Cabrini will fully explore the options available for the redeployment of the affected Employee. The Union and Employees commit to engaging constructively in this process.
- (b) If an Employee's position is becoming redundant, the following redeployment process will be implemented:
  - (i) Opportunities for redeployment will be offered for volunteers in any area where surplus positions are identified in the first instance, then to specific positions, where volunteers are not forthcoming.
  - (ii) Suitability for appointment to a redeployment opportunity will be determined on the basis of appropriate skills and qualifications, and/or the capacity of the redeployed to acquire the required skills within a reasonable time frame to effectively occupy the position.

- (iii) Assessment of the suitability of the candidate will be made in consultation with the relevant Manager and where skill acquisition is required, the Cabrini Department of Education and Staff Development. Final approval of redeployment will rest with the relevant Executive Director or delegate, in consultation where required with the Group Director People and Culture.
- (c) Staff redeployed will have access to the following:
  - (i) Salary maintenance for a period of twelve (12) months following redeployment, paid through the usual payroll periods.
  - (ii) Preference for return to original site of employment, where relevant skills have been maintained and a suitable position becomes available.
  - (iii) Re-training opportunities, where assessed as suitable by the relevant Manger and the Education Department.
- (d) Salary maintenance will not be continued where the staff member does not accept a Reasonable Offer
- (e) For the purpose of this redeployment process “**Reasonable Offer**” means a position classified at the employee’s substantive level where the employee will be able to satisfactorily carry out the duties of that position with a reasonable amount of training.
- (f) Where a dispute arises out of the redeployment process, the procedure outlined in Clause 59 of this Agreement may be accessed.
- (g) If after the conclusion of a redeployment process, no appropriate redeployment is able to be offered, a separation package will be made available to the affected Employee in accordance with the table below. However, Cabrini reserves the right to offer a separation package at its own discretion. Separation payments will be the greater of the applicable amount calculated in accordance with the following table or the applicable redundancy pay in the NES.

Separation Package

- (h) Where an Employee is over 45 years of age with continuous service of two (2) years or more at the time of the giving of notice, the Employee will be entitled to an additional week’s notice.
- (i) Where an Employee has continuous service entitling the accrual of long service leave from seven (7) years or more, long service leave will be paid at the 100% of the accrued entitlement.

Years of Service	Notice Period (weeks)	Severance (weeks)
0-1	4	2
>1-2	4	4
>2-3	4	6
>3-4	4	7
>4-5	4	8
>5-6	4	10

>6-7	4	11
>7-8	4	13
>8-9	4	14
>9-10	4	16
>10-11	4	18
>11-12	4	20
>12-13	4	20
>13-14	4	20
>14	4	22

## 57 Termination of Employment

### Termination on Notice by Cabrini

- (a) Cabrini may terminate the employment of a full-time or part-time Employee by giving the Employee four (4) weeks' written notice. Provided that an employee with at least five (5) years of continuous service with Cabrini or who is over 45 years of age and has more than two (2) years continuous service is entitled to five (5) weeks' written notice.
- (b) If Cabrini gives the Employee notice to terminate the employment, Cabrini may:
  - (i) Pay the Employee in lieu of the notice period; or
  - (ii) Require the Employee to work for part of the notice period and pay the Employee in lieu for the balance of the notice period.
- (c) If Cabrini gives the Employee notice of termination of employment it may direct the Employee at any time during the notice period:
  - (i) not to attend work; or
  - (ii) not to perform all or part of the Employee's duties.
- (d) Cabrini will calculate any payments in lieu of notice based on the amount Cabrini would have paid the Employee at the full rate of pay for the hours the Employee would have worked had the employment continued until the end of the notice period.
- (e) If the Employee owes any amount to Cabrini at the termination of the employment, the Employee will repay such amounts to Cabrini within 14 days of the termination date.
- (f) If the Employee's employment is terminated by Cabrini on the grounds of redundancy the Employee will be paid redundancy pay in accordance with the scale set out at schedule which includes the obligations under the NES.

### Termination on Notice by Employee

- (g) An Employee may terminate his or her employment by providing four (4) weeks' notice to Cabrini in writing.

- (h) Subject to financial obligations imposed on Cabrini by any Act, if an Employee fails to give the prescribed notice Cabrini will have the right to withhold monies due to the Employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

#### Termination by Cabrini for Serious and Wilful Misconduct

- (i) Notwithstanding any of the other provisions of this Agreement, Cabrini may end the employment at any time without notice if the Employee:
  - (i) engages in serious or wilful misconduct;
  - (ii) is seriously negligent in the performance of their duties;
  - (iii) commits an act, whether at work or otherwise, which brings Cabrini into disrepute;
  - (iv) is convicted of an offence punishable by imprisonment;
  - (v) is guilty of any other misconduct which at law constitutes serious misconduct.

#### Time off work during notice period

- (j) Where Cabrini has given notice of termination to an Employee, an Employee will be allowed up to one (1) days' time off without loss of pay for the purpose of seeking other employment. The time off will be taken at times that are convenient to the Employee after consultation with Cabrini.
- (k) This clause does not apply to:
  - (i) Employees engaged for a specific period of time or for a specific task or tasks;
  - (ii) seasonal Employees;
  - (iii) casual Employees.

### **58 Transition to Retirement**

- (a) Employees may advise Cabrini in writing of their intention to retire within the next two years from Cabrini and may participate in a transition to retirement arrangement. Subject to this Agreement, a transition to retirement arrangement is a permanent arrangement that is agreed between the employee and Cabrini.
- (b) Transition to retirement arrangements may be proposed. Cabrini will provide details of the proposal for the employee's consideration including any relevant information (including indicative changes to pay) about the implications of the proposal. The employee will be given a reasonable opportunity to consider the proposal. Employees are encouraged to seek advice regarding the proposal.
- (c) Where a transition to retirement arrangement is agreed, it may be implemented through:
  - (i) a flexible working arrangement; or
  - (ii) an individual flexibility agreement; or
  - (iii) an agreement in writing between the parties; or
  - (iv) any combination of the above.
- (d) Cabrini will consider, and not unreasonably withhold its approval of a request by an employee to transition to retirement through:
  - (i) accepting appointment to a role that has a lower hourly rate of pay and/or reduced hours (post transition role), in which case:
  - (ii) the Employee will retain the accrual of LSL they had immediately prior to the reduction in their rate of pay and/or hours (preserved LSL). Where LSL is taken, the employee will be paid LSL hours at the wage rate and/or their hours

of work prior to the post transition role until the preserved LSL hours are exhausted.

**Example:** An employee's hourly rate of pay is reduced from \$35 to \$30. When the employee takes LSL their LSL will be paid at the rate of \$35 per hour until the preserved LSL is exhausted.

**Example:** An employee's hours of work are reduced from 32 hours per week to 24 hours per week. When the employee takes LSL they will be paid for 32 hours of LSL per week until the preserved LSL is exhausted.

**Example:** An employee's hourly rate of pay is reduced from \$40 to \$35 and their hours of work from 38 to 30 hours per week. When the Employee takes LSL it will be paid at the rate of \$40 per hour and they will be paid for 38 hours of LSL per week until the preserved LSL is exhausted.

- (e) However, if the employee's hourly wage rate in the post-transition role over time exceeds the wage rate of the pre-transition role, the higher wage rate will be used to calculate LSL.

## PART I – DISPUTE RESOLUTION, DISCIPLINARY ACTION AND WORKPLACE DELEGATES

### 59 Disputes

#### Principles

- (a) Unless otherwise provided for in this Agreement, a dispute (which should be interpreted broadly to include grievances, problems and complaints) about a matter arising under this Agreement or the NES, or a matter pertaining to the relationship between Cabrini and Employee/s, other than termination of employment, must be dealt with in accordance with this clause. This includes a dispute or grievance about whether Cabrini had reasonable grounds to refuse a request for flexible working conditions or an application to extend unpaid parental leave.
- (b) This clause does not apply to any dispute on a matter or matters arising in the course of bargaining in relation to a proposed enterprise agreement.
- (c) Cabrini or an Employee covered by this Agreement may choose to be represented at any stage by a representative, including a union representative or Employer organisation.
- (d) At any stage during the process the Employee may be assisted by a fellow Employee or representative of choice, which may be a union representative.

#### Procedure

- (e) The procedure for settling disputes under this Agreement is as follows:
- (f) Should the Employee have any work dispute that they are unable to satisfactorily resolve, the Employee should Discuss the dispute with their immediate Manager.
  - (i) The Manager will investigate and respond to the dispute within three (3) working days.
  - (ii) If there is some reason why the dispute cannot be discussed with the Employee's supervisor, the Employee may prefer to have the dispute dealt with under the subclause below.

- (g) If the dispute cannot be satisfactorily resolved at the subclause above the matter will be referred by either party to the relevant Executive Director and/or the Group Director Human Resources within three (3) working days.
- (h) If the dispute is still not satisfactorily resolved at the subclause above it may then be referred to Fair Work Commission for conciliation and if not resolved, arbitration or by agreement between the parties it may be referred for mediation with such independent mediation service as mutually agreed between the parties.

#### Obligations

- (i) The parties to the dispute, and their representatives, must genuinely attempt to resolve the dispute through the processes set out in this clause and must cooperate to ensure that these processes are carried out promptly.
- (j) While a dispute is being dealt with in accordance with this clause, work must continue according to usual practice, provided that this does not apply to an Employee who has a reasonable concern about a risk to his or her health or safety, has advised Cabrini of this concern and has not unreasonably failed to comply with a direction by Cabrini to perform other available work that is safe and appropriate for the Employee to perform.
- (k) No person covered by the Agreement will be prejudiced as to the final settlement of the dispute by the continuance of work in accordance with this clause.

### **60 Disciplinary Action and Procedures**

- (a) Cabrini may investigate legitimate concerns pertaining to the conduct or the performance of an employee.
- (b) Disciplinary action may result in:
  - (i) Summary Dismissal;
  - (ii) Dismissal;
  - (iii) Final written warning;
  - (iv) Written warning.
  - (v) Verbal warning
- (c) Cabrini may instigate disciplinary action against an Employee regarding misconduct (which includes serious misconduct) or underperformance matters provided that it has complied with the obligations of this clause.
- (d) No disciplinary actions are pre-requisites for any other disciplinary actions. For example a final written warning may be issued without there first having been a warning issued in the case of serious misconduct.
- (e) The decision to take disciplinary action must be made by the relevant General Manager/Group Director/Chief or their delegate.
- (f) Any historical disciplinary action will not be considered when making findings but may be relied upon when deciding what disciplinary and/or non-disciplinary action is to be taken where relevant to the current matter.



- (g) This clause does not apply to Employees who are in probation provided that Cabrini has in place policy regarding how to deal with Employee issues during the probation period.
- (h) Cabrini must attempt to resolve misconduct and underperformance matters using non-disciplinary actions where possible and if it is reasonable to do so. This includes holding discussions, providing coaching, counselling and written records of counselling. However, the decision to initiate a misconduct or underperformance process is at the discretion of Cabrini.
- (i) Cabrini may choose to carry out a Preliminary Review prior to deciding upon the best course of action to deal with a matter. Such a review may include the use of an external investigator

#### Misconduct

- (j) In order to take disciplinary action against an Employee for misconduct there must first have been a procedurally fair process which includes:
  - (i) Providing the Employee with notice that Cabrini is conducting a process and that disciplinary action is a possible outcome of the process;
  - (ii) Offering the Employee the ability to be accompanied by a Support Person and/or Representative in all process meetings;
  - (iii) Recognising a Representative of an Employee and agreeing to meet with the Representative in a timely manner;
  - (iv) Providing the Employee with written allegations;
  - (v) Providing the Employee an opportunity to review any footage or recordings being relied upon;
  - (vi) Making the Employee aware of any other information or commentary being relied upon; and
  - (vii) Providing the Employee opportunity to respond to all of the allegations and other material relied upon in the decision-making process.
- (k) An investigator may be engaged by Cabrini to conduct a Workplace Investigation.
- (l) Cabrini will decide if the investigator will be an Employee or an external resource.
- (m) An investigator may also be asked to make findings as to whether Cabrini policy, contractual obligations or other workplace obligations have been breached.
- (n) An investigator should not be asked to make recommendations regarding disciplinary and non-disciplinary actions.
- (o) In the event that counter-allegations are made (including against a complainant or another party) during a misconduct process Cabrini will decide upon the most appropriate and timely way to deal with those counter-allegations, which may involve including them in the current process.
- (p) Relevant findings must be made known to corresponding complainant(s) and respondent(s) in a misconduct matter but subsequent disciplinary and non-disciplinary actions need not be disclosed beyond the affected parties.

## Underperformance

- (q) In order to take disciplinary action against an Employee for underperformance there must first have been a procedurally fair process which includes:
  - (i) Putting the Employee on notice that they are now in a process and that disciplinary action is a possible outcome of the process;
  - (ii) Offering the Employee the ability to be accompanied by a Support Person and/or Representative in all process meetings;
  - (iii) Recognising a Representative of an Employee and agreeing to meet with the Representative in a timely manner;
  - (iv) Providing in writing the area(s) of concern which are not at the required standard;
  - (v) Providing reasonable time and assistance to the Employee to reach the required standard.
- (r) Disciplinary action may be taken against an Employee once it becomes evident that the Employee did not or will not reach the required standard in the time provided.

## Terminology

- (s) In this clause **Preliminary Review** means a process used to decide upon the most appropriate manner to manage an issue or problem. It will involve gathering information and facts sufficient to make a decision and will vary in time and complexity depending upon the circumstances of the issue/problem faced. A Preliminary Review must also be procedurally fair. In the event that the person conducting a Preliminary Review decides that, amongst other things, initiating a disciplinary process is appropriate it will often be necessary for a different person to then act as the investigator.
- (t) In this clause **Representative** means a person nominated to represent or advocate on behalf of an Employee, including a Union representative. Cabrini must arrange to meet with a Representative if requested. A Representative may accompany an Employee in all meetings which are organised as part of a process arising under this clause other than subclause (h).
- (u) In this clause **Support Person** means a person nominated to accompany and support an Employee in meetings. A Support Person may assist an Employee in discussions with Cabrini, take written notes and may ask for breaks or make other requests of a welfare nature. A Support Person may accompany an Employee in all meetings which are organised as part of a process arising under this clause but a meeting should not be unduly delayed if a Support Person cannot be organised.
- (v) In this clause **Serious Misconduct** has the same meaning as under the Act
- (w) In this clause **Workplace Investigation** means the investigation conducted as part of a disciplinary process. The investigator conducting a Workplace Investigation will make findings regarding the allegations in question. The allegations may be amended during the process as new information comes to light. Any new or modified allegations which are to be included must also be provided in writing and an opportunity provided to respond.

## 61 Workplace Delegates

- (a) This clause provides for the exercise of the rights of workplace delegates set out in section 350C of the Act .
- (b) In this clause ‘**eligible employees**’ means members and Employees eligible to be members of the Union who are employed by Cabrini in the enterprise.
- (c) Before exercising entitlements under this clause, a workplace delegate must give Cabrini written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide Cabrini with evidence that would satisfy a reasonable person of their appointment or election.
- (d) An Employee who ceases to be a workplace delegate must give written notice to Cabrini within 14 days.

### Right of Representation

- (e) A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:
  - (i) consultation about major workplace change;
  - (ii) consultation about changes to rosters or hours of work;
  - (iii) resolution of disputes;
  - (iv) disciplinary processes;
  - (v) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the Union with enterprise bargaining; and
  - (vi) any process or procedure within an award, enterprise agreement or policy of Cabrini under which eligible employees are entitled to be represented and which concerns their industrial interests.

### Entitlement to Reasonable Communication

- (f) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under this clause. This includes discussing membership of the Union and representation with eligible employees.
- (g) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

### Entitlement to reasonable access to the workplace and workplace facilities

- (h) Cabrini must provide a workplace delegate with access to or use of the following workplace facilities:
  - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
  - (ii) a physical or electronic noticeboard;
  - (iii) electronic means of communication ordinarily used in the workplace by Cabrini to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
  - (iv) a lockable filing cabinet or other secure document storage area; and
  - (v) office facilities and equipment including printers, scanners and photocopiers.

- (i) Cabrini is not required to provide access to or use of a workplace facility under this clause if:
  - (i) the workplace does not have the facility;
  - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
  - (iii) Cabrini does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

#### Entitlement to reasonable access to training


- (j) Cabrini must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:
  - (i) In each year commencing 1 July, Cabrini is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees;
  - (ii) Despite subclause (i) above there may be two workplace delegates appointed or elected in each of the Medical Scientists and Pharmacists Cohorts plus one workplace delegate appointed or elected in each of the Dietitians and Psychologists Cohorts regardless of the total number of eligible employees.
  - (iii) The number of eligible employees will be determined on the day a delegate requests paid time to attend training as the number of eligible employees who are full-time or part-time employees or regular casual employees.
- (k) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (l) The workplace delegate must give Cabrini not less than 5 weeks' notice (unless Cabrini and the delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (m) If requested by Cabrini, the workplace delegate must provide Cabrini with an outline of the training content.
- (n) Cabrini must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (o) The workplace delegate must, within 7 days after the day on which the training ends, provide Cabrini with evidence that would satisfy a reasonable person of their attendance at the training.

## Exercise of entitlements

- (p) A workplace delegate's entitlements under this clause are subject to the conditions that the workplace delegate must, when exercising those entitlements:
  - (i) comply with their duties and obligations as an employee;
  - (ii) comply with the reasonable policies and procedures of Cabrini, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
  - (iii) not hinder, obstruct or prevent the normal performance of work; and
  - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
  
- (q) This clause does not require Cabrini to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
  
- (r) This Clause does not require an eligible employee to be represented by a workplace delegate without the employee's agreement
  
- (s) Cabrini must not:
  - (i) unreasonably fail or refuse to deal with a workplace delegate; or
  - (ii) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
  - (iii) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or this clause.

**62 Signing Clauses**

**Gabrini Health Limited** ABN 33 370 684 005  
Address: 183 Wattletree Road  
Malvern, Victoria

Signature:  \_\_\_\_\_

Print Name: Sue Williams

Authority to sign Agreement:

Chief Executive  
.....

Date: 1 / / 2024

**Health Services Union No. 4 Branch**  
Address: Level 1, 62 Lygon Street  
Carlton South, Victoria

Signature:  \_\_\_\_\_

Print Name: MATT HAMMOND

Authority to sign Agreement:

BRANCH SECRETARY  
.....

Date: 2 / 10 / 2024

## Schedule A. Classifications Descriptions

### Classifications – Medical Scientists

#### Medical Scientist - Grade 1

- a) Is a Medical Scientist.
- b) More experienced Grade 1 Medical Scientists may be required to assist with mentoring and/or training of undergraduate and other Grade 1 Medical Scientists and scientific staff with laboratory protocols but are not responsible for the assessment of training and competency.

#### Medical Scientist - Grade 2

- a) Is a Medical Scientist who can perform the duties of a Grade 1 Medical Scientist who:
  - i. supervises the day-to-day operation of Grade 1 Medical Scientists and Lab technicians in their area or department;
  - ii. in collaboration with Grade 3 Medical Scientists will assess the training and competency of Grade 1 Medical Scientists and Lab Technicians in their area;
  - iii. mentors and/or trains undergraduate and other medical scientist staff within laboratory protocols as required;
  - iv. provides professional advice within and/or outside the laboratory on appropriate scientific matters; and
  - v. deputizes to a Grade 3 Medical Scientist
- b) Additional responsibilities are likely to include:
  - i. engaging on specialised scientific work requiring a depth of knowledge including the ability to critically assess and evaluate new equipment, instruments, pathology products or methods; and
  - ii. making independent analytical decisions in the performance and understanding of a wide range of diagnostic tests or procedures or of complex tests.

#### Medical Scientist - Grade 3

- a) Is a Medical Scientist who can perform the duties of a Grade 2 Medical Scientist who:
  - i. organises and supervises the scientific work of all staff in their area or department including forward planning.
  - ii. determines the training and competency needs for the area or department;
  - iii. reviews and acts upon Quality Assurance Programs (internal and external);
  - iv. ensures the Dept is ready for and meets requirements for external assessment (eg NATA);
  - v. provides high level of scientific advice to internal and external users of the pathology service;
  - vi. contributes to business strategy and development of their department; and
  - vii. is responsible for implementation of policy, protocols and procedures including record keeping within their dept.
  - viii. assists with recruitment of new employees.

#### Medical Scientist - Grade 4

- a) A Medical Scientist who:
  - ix. supervises the scientific work in class 2 department/unit/section, or
  - x. is a senior specialist having advanced professional knowledge and extensive experience regularly engaged in dealing with highly complex problems in an aspect of scientific work.

Grading of Departments, Units and Sections – Medical Scientists

- a) Factors to be taken into Consideration
  - i. Salaries budget of the relevant department/unit/section
  - ii. Number of units or sections in department or part of a department
  - iii. Degree of “final responsibility” expected to be taken by the senior scientists
  - iv. Whether the hospital is a teaching hospital.
  
- b) Weightings of the Specific Factors
  - i. \$ Salaries Budget x 1/1000
  - ii. Unit x 40
  - iii. Section x 20
  - iv. 100 points added to final score
  
- c) If the workplace is a teaching hospital and the scientists are performing tasks normally associated with a teaching hospital then 100 points are added to the final score.
  
- d) Final Score
  - i. Class 4 Department/Unit/Section < 201 points
  - ii. Class 3 = 201-350 points
  - iii. Class 2 = 351-800 points
  - iv. Class 1 > 800 points

Classifications – Medical Laboratory Technicians

Grade 1

- a) Is a Medical Laboratory Technician.

Grade 2

- a) Medical Laboratory Technician Grade 2 means a person appointed to the role with additional responsibilities, namely:
  - i. Employed on work which in the opinion of Cabrini requires special knowledge or depth of experience;
  - ii. Has a teaching role.

Classifications – Dietitians



#### Dietitian Grade 1

- a) A Dietitian who under routine direction and supervision of a more experienced Dietitian performs dietetics work.

#### Dietitian Grade 2

- b) A Dietitian appointed to the role who:
  - i. Supervises dietetic students and Grade 1 Dietitians; or
  - ii. Is employed on work which requires special knowledge or depth of experience in clinical nutrition, nutrition education, health promotion, nutritional support or rehabilitation.

#### Dietitian Grade 3

- c) A Dietitian appointed to the role, with additional responsibilities, i.e.:
- d) A Dietitian appointed deputy to the Dietitian in charge;
- e) A Dietitian with at least seven years' experience, possessing specific knowledge in a branch of nutrition or dietetics and working in an area that requires high levels of specialist knowledge as recognised by the employer. Parameters of this position would include some of the following: consultative role, lecturing in a dietetic/nutrition speciality, teaching undergraduates and/or post-graduate students and providing education to staff from other disciplines.

#### Dietitian Grade 4

- a) A Dietitian appointed to the role who is in charge of the department
- b) A Dietitian with at least 10 years postgraduate experience who is responsible for the mentoring and supervision of Grade 3 Dietitians and for providing clinical leadership in an area(s) of dietetic practice.
- c) In addition to satisfying the requirements of a Senior Clinician Grade 3, a Senior Clinician Grade 4 shall satisfy one or more of the following criteria:
  - i. *Advanced Clinical Practice*
    - 1. As a recognised dietetic specialist in an area(s) of dietetic practice, provides specialised clinical services to patients within their area of clinical expertise. This may include referrals from other health services; and/or,
    - 2. Has a higher academic achievement. One element which will be considered is the attainment of a Higher Qualification as prescribed as by clause 2 of this Agreement and/or,
  - ii. *Teaching and Education*
    - 1. Teaching or academic supervision of undergraduates and/or post graduate students and/or provision of specialist dietetic education programmes to staff from other disciplines. May have an honorary academic appointment; and/or,
  - iii. *Research*
    - 1. Directing and co-ordinating dietetic research and/or having responsibility for extensive research or practice development demonstrated through research publications and being a major initiator of funding applications; and/or,
  - iv. *Special Projects*

1. Directing and co-ordinating special projects or clinical trials where relevant; or,

### Classifications - Psychologists

#### Psychologist Intern Grade 1

- a) A Psychologist Intern under supervision complying with the code of ethics and legal requirements of the psychology profession.

#### Psychologist Grade 2

- a) A Psychologist, not requiring supervision, and not supervising other Psychologists.

#### Psychologist Grade 3

- a) A Psychologist with a minimum of five years' experience responsible for the supervision of other Psychologists and/or engaged in work requiring specialist knowledge and skill, or involving a significant degree of administration, policy and/or planning involvement.

#### Psychologist Grade 4

- a) A senior Psychologist responsible for the administration of a unit, or group of Psychologists or other counselling staff. Usually responsible for the co ordination of a number of sections of a service, and ensures the compliance of others with the code of ethics and legal requirements of the psychology profession.

### Classifications – Pharmacists

#### Pharmacist Grade 1

- a) A Pharmacist who works under the general direction and supervision of a more experienced Pharmacist.
- b) Additional responsibilities are likely to include assisting with mentoring and/or training of undergraduate and other less experienced Grade 1 Pharmacists. However will not be responsible for the assessment of training and competency.

#### Pharmacist Grade 2

- a) A Pharmacist appointed to the role who:
  - i. performs work which requires knowledge or depth of experience in a Specialist Area\* and/or requires the application of an advanced level of performance greater than that of a Pharmacist Grade 1;
  - ii. is able to function autonomously in clinical areas; and
  - iii. is able to function effectively in a multidisciplinary team;
- b) Additional responsibilities are likely to include:
  - i. involvement in the development & review of relevant policies, procedures & protocols as required;
  - ii. representing pharmacy and/or the health service on relevant committees & working groups;

- iii. being required to supervise, Pharmacy Interns and Pharmacy Students and provide guidance to Pharmacy Technicians and Grade 1 Pharmacists. For the avoidance of doubt, a Grade 2 Pharmacist is not responsible for the supervision Pharmacy Technicians and Grade 1 Pharmacists
- iv. being required to develop or deliver training programs for Grade 1 Pharmacists; Pharmacy Technicians, Pharmacy Interns and Pharmacy Students.
- v. acting as a point of reference within a Specialist Area\*; and
- vi. involvement in research and/or quality projects.

### Pharmacist Grade 3

- a) Is a Pharmacist appointed to the role capable of performing the tasks of a Grade 2 Pharmacist and who:
  - i. is responsible for the management of an operational function or program. Examples of this may include Quality Use of Medicines (QUM), Clinical Pharmacy, Dispensary, Aseptic Compounding Suite (ACS), Antimicrobial Stewardship\*\*\*, Education & Training and Clinical Applications\*\*
  - ii. supervises Grade 1 or 2 Pharmacists;
  - iii. provides advice to the Director of Pharmacy on matters relating to clinical pharmacy or their area of responsibility; and
  - iv. ensures that legal requirements, accreditation standards and relevant guidelines within their area of responsibility are implemented and adhered to.
- b) Additional responsibilities are likely to include:
  - i. being engaged on specialised pharmacy work or work of a research or developmental nature;
  - ii. having responsibility for the training program and activities for staff in relevant operational areas;
  - iii. having an ongoing and active involvement in research and/or quality improvement (either directly or as a supervisor).

### Pharmacist Grade 4

- a) Is a Pharmacist appointed to the role capable of performing the tasks of a Grade 3 Pharmacist and who:
  - i. is very experienced (normally 10 years postgraduate experience) and possesses specific knowledge in the profession and works in an area(s) that requires high levels of specialist knowledge;
  - ii. mentors and supervises Grade 3 Pharmacists
  - iii. acts for the Director of Pharmacy as required.
  - iv. acts in charge of the Pharmacy Department as required.
  - v. will be in a position which will includes being required to:
    - A. act in a consultative role; or
    - B. lecture in their Specialist Area; or
    - C. teach undergraduates and/or post-graduate students; or
    - D. provide education to staff from other disciplines.

### Specialist Areas - Pharmacy

**\*Specialist Areas** refer to areas of practice (either within larger functions or as stand-alone functions) which require additional levels of knowledge and/or experience and may include Oncology, Palliative Care, Cardiology, ICU, Specialised Manufacturing, Drug Information, Clinical Trials, Education & Training, Clinical Applications\*\*, Antimicrobial Stewardship\*\*\* or areas of equivalent nature. For example Oncology is a Specialist Area within both ACS and Clinical Pharmacy functions whilst Clinical Applications\*\* and Antimicrobial Stewardship\*\*\* are both stand-alone specialist functions.

\*\*Clinical Applications - Pharmacy

**Clinical Applications** is a Specialist Area within pharmacy which requires unique tasks to be performed and which reports into the IT Department. The unique tasks are listed below for both the Grade 2 and Grade 3 Functional Technology Pharmacists. It is Likely that a Grade 3 Functional Technology Pharmacist will report into an IT manager who is not a Pharmacist and not covered by this Agreement.

Pharmacist Grade 2 (Functional Technologist)

- a) Provides functional support for Cabrini clinical applications, with particular emphasis on drug related applications, such as CHARM, iPharmacy, MedChart etc;
- b) Is responsible for the functional design, configuration, testing and implementation of secure, reliable, scalable and fit-for-purpose technology applications;
- c) Builds medication protocols;
- d) Acts as a subject matter expert within the IT department regarding pharmacy solutions;
- e) Liaises with other Pharmacists and vendors as required.

Pharmacist Grade 3 (Functional Technologist)

- a) Acts as Team Lead for other Pharmacist Grade 2 (Clinical Applications) employees;
- b) Helps develop and maintain recognised support processes and toolsets to ensure operational excellence;
- c) Ensures clinical applications availability within SLAs
- d) Ensures there is a documented plan for functional product enhancements, upgrades, projects, and delivery commitments
- e) Actively manages risks and issues raised by the team, including oversight of those owned by team members;
- f) Assists in developing and implementing policies, procedures, and standards;
- g) Mentors other Pharmacist Grade 2 (Clinical Applications) team members.

\*\*\*Antimicrobial Stewardship

**Antimicrobial Stewardship** is a Specialist Area within Pharmacy which requires unique tasks to be performed and which forms part of the Cabrini Antimicrobial Prescribing Support (CAPS) team. The unique tasks are listed below. (The Antimicrobial Stewardship Pharmacist will be Grade 4

because of the need for a very experienced Pharmacist with high levels of specialist knowledge acting in a consultative role and providing education to staff from other disciplines)

#### Pharmacist Grade 4 (Antimicrobial Stewardship Pharmacist)

- a) Monitor antimicrobial prescribing in relation to guidelines including undertaking audits of antimicrobial usage and drug usage evaluation;
- b) Provide education and feedback for prescribers, pharmacists and nurses about appropriate antimicrobial prescribing practice and antimicrobial resistance;
- c) Develop antimicrobial policies, protocols and procedures and review, develop and recommend clinical practice guidelines for antimicrobial treatment and prophylaxis;
- d) Review antimicrobial-related incidents, analyse trends and make recommendations to optimise antimicrobial use;
- e) Liaise with the Director of Pharmacy and Senior Microbiology scientists;
- f) Report to IPCMC, Cabrini Health Operations – Quality Standards and Services Committee and other relevant bodies as required

#### Classification – Genetic Counsellors

##### Grade 1 Associate Genetic Counsellor

- a) A Grade 1 Counsellor will be expected to perform fundamental/basic genetic counselling activities. Policy, precedent, professional standards and expertise will guide these activities. The Grade 1 Counsellor has ready access to the guidance of both a HGSA certified Genetic Counsellor and medical geneticist, and works under their supervision.
- b) A Grade 1 Counsellor holds a Masters of Genetic Counselling qualification or equivalent or has the former Part 1 certification.
- c) Grade 1 may include a Genetic Counsellor who holds the former Part 2 certification in a specialty area, where that specialty training is of a minimum duration of one year.

##### Grade 2 Associate Genetic Counsellor

- a) A Grade 2 Counsellor will be expected to perform the work of a Grade 1 Counsellor but with a greater degree of depth, complexity and autonomy.
- b) The Grade 2 Counsellor takes responsibility, in the context of a genetic team, for the management of more complex cases with respect to genetic issues, and may provide workplace supervision to a Grade 1 Counsellor.
- c) They are expected to contribute to the direction of the service.
- d) Policy, precedent, professional standards, and expertise will guide these activities.

- e) The Grade 2 Counsellor participates in the development and definition of policy and procedure in conjunction with team members.
- f) A Grade 2 counsellor requires routine supervision to general direction, depending on tasks involved and experience.
- g) A Grade 2 Counsellor meets the eligibility requirements to undertake HGSA certification in genetic counselling and has at least one year experience as a Grade 1 Counsellor (i.e. previous work experience in genetic counselling).

#### Grade 3 Genetic Counsellor

- a) A Grade 3 Counsellor is a certified genetic counsellor. They are expected to perform higher-level genetic counselling activities and make a contribution to the development of both the service and the development of other genetic counselling professionals.
- b) A Grade 3 Counsellor is expected to make significant contributions to the clinical activities of the health service and play a major role in professional activities, quality assurance and/or research.
- c) Entry level to Grade 3 is contingent upon the Counsellor having certification in genetic counselling, provided that in the case of a specialised certification the counsellor is working in that area of specialisation.
- d) A Grade 3 counsellor is expected to perform the work of a Grade 2 Counsellor but to a more complex/sophisticated level and to participate to a greater extent in activities relating to service development.

#### Grade 4 Genetic Counsellor - Grade 4A.

- a) A Grade 4A Counsellor is a HGSA certified Genetic Counsellor. They are expected to make a significant contribution to the management and development of a service area, and make a significant contribution to the clinical activities of the health service, within the employing organisation.
- b) They are expected to play a major role in professional activities including education and supervision, quality assurance and/or research.
- c) A Grade 4A Counsellor is expected to perform the work of a Grade 3 Counsellor to a more complex/sophisticated level and to participate to a greater extent in genetic counselling professional activities, and in activities relating to service management, development or delivery.

#### Grade 4 Genetic Counsellor - Grade 4B

- a) A Grade 4B counsellor is a HGSA certified Genetic Counsellor. In addition to the duties employed by a Grade 4A Counsellor, will be expected to manage a complex service area of the employing organisation.

## Grade 5 Genetic Counsellor

- a) A Grade 5 Counsellor is a HGSA certified Genetic Counsellor, and is classified as a senior Genetic Counsellor. They will be expected to exercise primary responsibility in providing leadership within the professional group and /or the service/organisation.
- b) They provides clinical leadership within the discipline and may provide leadership to other professionals within the organisation.
- c) A counsellor at this grade fosters excellence in clinical care, professional activities, research, education and policy development.
- d) They makes a significant contribution to the management of a clinical service or research group or the organisation.

Schedule B. Pay Tables

MEDICAL SCIENTISTS			2.5%	2.5%	3.0%	3.0%	3.0%
			01-October-2022	01-October-2023	01-October-2024	01-October-2025	01-October-2026
RX1	1.1	Grade 1 Year Level 1	\$1,251.68	\$1,282.98	\$1,321.46	\$1,361.11	\$1,401.94
RX2	1.2	Grade 1 Year Level 2	\$1,343.47	\$1,377.05	\$1,418.37	\$1,460.92	\$1,504.74
RX3	1.3	Grade 1 Year Level 3	\$1,457.68	\$1,494.12	\$1,538.94	\$1,585.11	\$1,632.67
RX4	1.4	Grade 1 Year Level 4	\$1,558.95	\$1,597.92	\$1,645.86	\$1,695.23	\$1,746.09
RX5	1.5	Grade 1 Year Level 5	\$1,636.48	\$1,677.39	\$1,727.71	\$1,779.54	\$1,832.93
RX6	1.6	Grade 1 Year Level 6	\$1,719.69	\$1,762.69	\$1,815.57	\$1,870.03	\$1,926.13
RX7	1.7	Grade 1 Year Level 7	\$1,798.56	\$1,843.53	\$1,898.83	\$1,955.80	\$2,014.47
RY4	2.1	Grade 2 Year Level 1	\$1,798.57	\$1,843.54	\$1,898.84	\$1,955.81	\$2,014.48
RY5	2.2	Grade 2 Year Level 2	\$1,817.67	\$1,863.12	\$1,919.01	\$1,976.58	\$2,035.88
RY6	2.3	Grade 2 Year Level 3	\$1,907.62	\$1,955.31	\$2,013.97	\$2,074.39	\$2,136.62
RY7	2.4	Grade 2 Year Level 4	\$2,074.88	\$2,126.75	\$2,190.55	\$2,256.27	\$2,323.96
RY8	2.5	Grade 2 Year Level 5	\$2,101.98	\$2,154.53	\$2,219.16	\$2,285.74	\$2,354.31
RY9	3.1	Grade 3 Year Level 1	\$2,145.00	\$2,198.63	\$2,264.58	\$2,332.52	\$2,402.50
RZ1	3.2	Grade 3 Year Level 2	\$2,220.18	\$2,275.69	\$2,343.96	\$2,414.28	\$2,486.70
RZ2	3.3	Grade 3 Year Level 3	\$2,279.47	\$2,336.46	\$2,406.55	\$2,478.75	\$2,553.11
RZ3	3.4	Grade 3 Year Level 4	\$2,428.97	\$2,489.69	\$2,564.38	\$2,641.31	\$2,720.55
RZ5A	4.1	Grade 4 Year Level 1	\$2,514.13	\$2,576.98	\$2,654.29	\$2,733.92	\$2,815.94
RZ5B	4.2	Grade 4 Year Level 2	\$2,514.13	\$2,576.98	\$2,654.29	\$2,733.92	\$2,815.94
RZ6A	4.3	Grade 4 Year Level 3	\$2,648.05	\$2,714.25	\$2,795.68	\$2,879.55	\$2,965.94
RZ6B	4.4	Grade 4 Year Level 4	\$2,648.05	\$2,714.25	\$2,795.68	\$2,879.55	\$2,965.94
RZ7	4.5	Grade 4 Year Level 5	\$2,917.04	\$2,989.97	\$3,079.66	\$3,172.05	\$3,267.22
RZ8	5.0	Grade 5	\$3,569.47	\$3,658.71	\$3,768.47	\$3,881.53	\$3,997.97
RZ9	Dep Dir	Deputy Director	\$3,306.62	\$3,389.29	\$3,490.97	\$3,595.70	\$3,703.57



MEDICAL LABORATORY TECHNICIANS			2.5%	2.5%	3.0%	3.0%	3.0%
			01-October- 2022	01-October- 2023	01-October- 2024	01-October- 2025	01-October- 2026
BU1	1.1	Grade 1 Year Level 1	\$1,114.06	\$1,141.92	\$1,176.17	\$1,211.46	\$1,247.80
BU2	1.2	Grade 1 Year Level 2	\$1,169.26	\$1,198.49	\$1,234.44	\$1,271.48	\$1,309.62
BU3	1.3	Grade 1 Year Level 3	\$1,224.35	\$1,254.96	\$1,292.61	\$1,331.39	\$1,371.33
BU4	1.4	Grade 1 Year Level 4	\$1,268.82	\$1,300.54	\$1,339.56	\$1,379.74	\$1,421.13
BU5	1.5	Grade 1 Year Level 5	\$1,313.37	\$1,346.20	\$1,386.59	\$1,428.19	\$1,471.03
BU6	1.6	Grade 1 Year Level 6	\$1,357.93	\$1,391.87	\$1,433.63	\$1,476.64	\$1,520.94
BU7	1.7	Grade 1 Year Level 7	\$1,402.76	\$1,437.83	\$1,480.96	\$1,525.39	\$1,571.15
BU8	1.8	Grade 1 Year Level 8	\$1,447.22	\$1,483.40	\$1,527.91	\$1,573.74	\$1,620.96
BV1	2.1	Grade 2 Year Level 1	\$1,447.22	\$1,483.40	\$1,527.91	\$1,573.74	\$1,620.96
BV2	2.2	Grade 2 Year Level 2	\$1,506.82	\$1,544.49	\$1,590.82	\$1,638.55	\$1,687.70
BV3	2.3	Grade 2 Year Level 3	\$1,566.31	\$1,605.46	\$1,653.63	\$1,703.24	\$1,754.33
BV4	2.4	Grade 2 Year Level 4	\$1,622.33	\$1,662.89	\$1,712.78	\$1,764.16	\$1,817.09

PHARMACISTS			2.5%	2.5%	3.0%	3.0%	3.0%
			01-October-2022	01-October-2023	01-October-2024	01-October-2025	01-October-2026
PHS	Intern	Intern	\$1,080.03	\$1,107.03	\$1,140.24	\$1,174.45	\$1,209.69
P1H1	1.1	Grade 1 Year Level 1	\$1,343.47	\$1,377.05	\$1,418.37	\$1,460.92	\$1,504.74
P1H2	1.2	Grade 1 Year Level 2	\$1,457.68	\$1,494.12	\$1,538.94	\$1,585.11	\$1,632.67
P1H3	1.3	Grade 1 Year Level 3	\$1,558.95	\$1,597.92	\$1,645.86	\$1,695.23	\$1,746.09
P1H4	1.4	Grade 1 Year Level 4	\$1,636.49	\$1,677.40	\$1,727.72	\$1,779.56	\$1,832.94
P1H5	1.5	Grade 1 Year Level 5	\$1,719.69	\$1,762.68	\$1,815.56	\$1,870.03	\$1,926.13
P1H6	1.6	Grade 1 Year Level 6	\$1,731.31	\$1,774.59	\$1,827.83	\$1,882.66	\$1,939.14
P2H1	2.1	Grade 2 Year Level 1	\$1,770.27	\$1,814.53	\$1,868.96	\$1,925.03	\$1,982.78
P2H2	2.2	Grade 2 Year Level 2	\$1,817.69	\$1,863.13	\$1,919.02	\$1,976.59	\$2,035.89
P2H3	2.3	Grade 2 Year Level 3	\$1,907.62	\$1,955.31	\$2,013.97	\$2,074.39	\$2,136.62
P2H4	2.4	Grade 2 Year Level 4	\$2,074.88	\$2,126.75	\$2,190.55	\$2,256.27	\$2,323.96
P3H1	3.1	Grade 3 Year Level 1	\$2,145.00	\$2,198.63	\$2,264.58	\$2,332.52	\$2,402.50
P3H2	3.2	Grade 3 Year Level 2	\$2,220.18	\$2,275.69	\$2,343.96	\$2,414.28	\$2,486.70
P3H3	3.3	Grade 3 Year Level 3	\$2,279.47	\$2,336.46	\$2,406.55	\$2,478.75	\$2,553.11
P3H4	3.4	Grade 3 Year Level 4	\$2,406.44	\$2,466.60	\$2,540.60	\$2,616.81	\$2,695.32
P4H1	4.1	Grade 4 Year Level 1*		\$2,536.60*	\$2,612.70	\$2,691.08	\$2,771.81
P4H2	4.2	Grade 4 Year Level 2*		\$2,536.60*	\$2,612.70	\$2,691.08	\$2,771.81
P4H3	4.3	Grade 4 Year Level 3*		\$2,666.60*	\$2,746.60	\$2,829.00	\$2,913.87
P4H4	4.4	Grade 4 Year Level 4*		\$2,666.60*	\$2,746.60	\$2,829.00	\$2,913.87
P4H5	4.5	Grade 4 Year Level 5*		\$2,796.20*	\$2,880.09	\$2,966.49	\$3,055.48

\* These rates and classifications are introduced when this Agreement comes into operation and not on 1 October 2023

PSYCHOLOGISTS			2.5%	2.5%	3.0%	3.0%	3.0%
			01-October-2022	01-October-2023	01-October-2024	01-October-2025	01-October-2026
PS11	1.1	Grade 1 Year Level 1	\$1,190.75	\$1,220.52	\$1,257.14	\$1,294.85	\$1,333.70
PS12	1.2	Grade 1 Year Level 2	\$1,249.65	\$1,280.90	\$1,319.32	\$1,358.90	\$1,399.67
PS13	1.3	Grade 1 Year Level 3	\$1,321.02	\$1,354.05	\$1,394.67	\$1,436.51	\$1,479.60
PS14	1.4	Grade 1 Year Level 4	\$1,422.30	\$1,457.86	\$1,501.59	\$1,546.64	\$1,593.04
PS15	1.5	Grade 1 Year Level 5	\$1,496.54	\$1,533.95	\$1,579.97	\$1,627.37	\$1,676.19
PS16	1.6	Grade 1 Year Level 6	\$1,565.42	\$1,604.55	\$1,652.69	\$1,702.27	\$1,753.34
PS17	1.7	Grade 1 Year Level 7	\$1,648.59	\$1,689.80	\$1,740.49	\$1,792.71	\$1,846.49
PS18	1.8	Grade 1 Year Level 8	\$1,731.49	\$1,774.78	\$1,828.03	\$1,882.87	\$1,939.35
PS21	2.1	Grade 2 Year Level 1	\$1,767.04	\$1,811.22	\$1,865.55	\$1,921.52	\$1,979.17
PS22	2.2	Grade 2 Year Level 2	\$1,819.13	\$1,864.61	\$1,920.54	\$1,978.16	\$2,037.51
PS23	2.3	Grade 2 Year Level 3	\$1,871.86	\$1,918.66	\$1,976.22	\$2,035.51	\$2,096.57
PS24	2.4	Grade 2 Year Level 4	\$2,023.64	\$2,074.23	\$2,136.46	\$2,200.55	\$2,266.57
PS31	3.1	Grade 3 Year Level 1	\$2,062.08	\$2,113.63	\$2,177.04	\$2,242.35	\$2,309.62
PS32	3.2	Grade 3 Year Level 2	\$2,142.76	\$2,196.32	\$2,262.21	\$2,330.08	\$2,399.98
PS33	3.3	Grade 3 Year Level 3	\$2,219.63	\$2,275.12	\$2,343.37	\$2,413.67	\$2,486.08
PS34	3.4	Grade 3 Year Level 4	\$2,348.06	\$2,406.76	\$2,478.96	\$2,553.33	\$2,629.93
PS41	4.1	Grade 4 Year Level 1	\$2,348.06	\$2,406.76	\$2,478.96	\$2,553.33	\$2,629.93
PS42	4.2	Grade 4 Year Level 2	\$2,414.83	\$2,475.20	\$2,549.46	\$2,625.94	\$2,704.72
PS43	4.3	Grade 4 Year Level 3	\$2,526.46	\$2,589.62	\$2,667.31	\$2,747.33	\$2,829.75
PS44	4.4	Grade 4 Year Level 4	\$2,630.36	\$2,696.12	\$2,777.01	\$2,860.32	\$2,946.13
PS45	4.5	Grade 4 Year Level 5	\$2,810.48	\$2,880.74	\$2,967.17	\$3,056.18	\$3,147.87

<b>DIETITIANS</b>			<b>2.5%</b>	<b>2.5%</b>	<b>3.0%</b>	<b>3.0%</b>	<b>3.0%</b>
			<b>01-October-2022</b>	<b>01-October-2023</b>	<b>01-October-2024</b>	<b>01-October-2025</b>	<b>01-October-2026</b>
AI1	1.1	<b>Grade 1 Year Level 1</b>	\$1,272.48	\$1,304.29	\$1,343.42	\$1,383.72	\$1,425.23
AI2	1.2	<b>Grade 1 Year Level 2</b>	\$1,321.20	\$1,354.23	\$1,394.86	\$1,436.71	\$1,479.81
AI3	1.3	<b>Grade 1 Year Level 3</b>	\$1,430.32	\$1,466.07	\$1,510.06	\$1,555.36	\$1,602.02
AI4	1.4	<b>Grade 1 Year Level 4</b>	\$1,519.35	\$1,557.34	\$1,604.06	\$1,652.18	\$1,701.74
AI5	1.5	<b>Grade 1 Year Level 5</b>	\$1,623.34	\$1,663.93	\$1,713.85	\$1,765.26	\$1,818.22
AI6	1.6	<b>Grade 1 Year Level 6</b>	\$1,726.08	\$1,769.23	\$1,822.31	\$1,876.98	\$1,933.29
AI7	1.7	<b>Grade 1 Year Level 7</b>	\$1,805.08	\$1,850.20	\$1,905.71	\$1,962.88	\$2,021.77
AJ1	2.1	<b>Grade 2 Year Level 1</b>	\$1,824.10	\$1,869.71	\$1,925.80	\$1,983.57	\$2,043.08
AJ2	2.2	<b>Grade 2 Year Level 2</b>	\$1,851.97	\$1,898.27	\$1,955.21	\$2,013.87	\$2,074.29
AJ3	2.3	<b>Grade 2 Year Level 3</b>	\$1,910.36	\$1,958.12	\$2,016.86	\$2,077.37	\$2,139.69
AJ4	2.4	<b>Grade 2 Year Level 4</b>	\$2,036.74	\$2,087.66	\$2,150.29	\$2,214.80	\$2,281.24
AJ5	2.5	<b>Grade 2 Year Level 5</b>	\$2,063.84	\$2,115.43	\$2,178.90	\$2,244.26	\$2,311.59
AK1	3.1	<b>Grade 3 Year Level 1</b>	\$2,080.60	\$2,132.61	\$2,196.59	\$2,262.49	\$2,330.36
AK2	3.2	<b>Grade 3 Year Level 2</b>	\$2,153.04	\$2,206.87	\$2,273.07	\$2,341.26	\$2,411.50
AK3	3.3	<b>Grade 3 Year Level 3</b>	\$2,223.45	\$2,279.04	\$2,347.41	\$2,417.83	\$2,490.37
AK4	3.4	<b>Grade 3 Year Level 4</b>	\$2,428.97	\$2,489.69	\$2,564.38	\$2,641.31	\$2,720.55
JC1	4.1	<b>Grade 4 Year Level 1</b>	\$2,434.94	\$2,495.81	\$2,570.69	\$2,647.81	\$2,727.24
JC2	4.2	<b>Grade 4 Year Level 2</b>	\$2,519.06	\$2,582.04	\$2,659.50	\$2,739.28	\$2,821.46
JC3	4.3	<b>Grade 4 Year Level 3</b>	\$2,603.54	\$2,668.62	\$2,748.68	\$2,831.14	\$2,916.08
JC4	4.4	<b>Grade 4 Year Level 4</b>	\$2,688.37	\$2,755.58	\$2,838.24	\$2,923.39	\$3,011.09
JC5	4.5	<b>Grade 4 Year Level 5</b>	\$2,888.72	\$2,960.93	\$3,049.76	\$3,141.26	\$3,235.49

<b>GENETIC COUNSELORS</b>			<b>2.5%</b>	<b>2.5%</b>	<b>3.0%</b>	<b>3.0%</b>	<b>3.0%</b>
			<b>01-October-2022</b>	<b>01-October-2023</b>	<b>01-October-2024</b>	<b>01-October-2025</b>	<b>01-October-2026</b>
<b>GC11</b>	<b>1.1</b>	<b>Grade 1 Year Level 1</b>	\$1,311.05	\$1,343.82	\$1,384.14	\$1,425.66	\$1,468.43
<b>GC12</b>	<b>1.2</b>	<b>Grade 1 Year Level 2</b>	\$1,400.12	\$1,435.13	\$1,478.18	\$1,522.53	\$1,568.20
<b>GC13</b>	<b>1.3</b>	<b>Grade 1 Year Level 3</b>	\$1,517.93	\$1,555.88	\$1,602.55	\$1,650.63	\$1,700.15
<b>GC21</b>	<b>2.1</b>	<b>Grade 2 Year Level 1</b>	\$1,578.66	\$1,618.13	\$1,666.67	\$1,716.67	\$1,768.17
<b>GC22</b>	<b>2.2</b>	<b>Grade 2 Year Level 2</b>	\$1,667.60	\$1,709.29	\$1,760.57	\$1,813.39	\$1,867.79
<b>GC23</b>	<b>2.3</b>	<b>Grade 2 Year Level 3</b>	\$1,763.63	\$1,807.72	\$1,861.96	\$1,917.81	\$1,975.35
<b>GC24</b>	<b>2.4</b>	<b>Grade 2 Year Level 4</b>	\$1,852.57	\$1,898.89	\$1,955.85	\$2,014.53	\$2,074.97
<b>GC25</b>	<b>2.5</b>	<b>Grade 2 Year Level 5</b>	\$1,979.16	\$2,028.64	\$2,089.50	\$2,152.19	\$2,216.75
<b>GC31</b>	<b>3.1</b>	<b>Grade 3 Year Level 1</b>	\$2,031.25	\$2,082.03	\$2,144.49	\$2,208.83	\$2,275.09
<b>GC32</b>	<b>3.2</b>	<b>Grade 3 Year Level 2</b>	\$2,126.88	\$2,180.05	\$2,245.46	\$2,312.82	\$2,382.20
<b>GC33</b>	<b>3.3</b>	<b>Grade 3 Year Level 3</b>	\$2,216.08	\$2,271.49	\$2,339.63	\$2,409.82	\$2,482.11
<b>GC34</b>	<b>3.4</b>	<b>Grade 3 Year Level 4</b>	\$2,327.46	\$2,385.65	\$2,457.22	\$2,530.93	\$2,606.86
<b>GC4A1</b>	<b>4A.1</b>	<b>Grade 4A Year Level 1</b>	\$2,401.19	\$2,461.22	\$2,535.06	\$2,611.11	\$2,689.44
<b>GC4A2</b>	<b>4A.2</b>	<b>Grade 4A Year Level 2</b>	\$2,514.26	\$2,577.12	\$2,654.43	\$2,734.06	\$2,816.09
<b>GC4B</b>	<b>4B</b>	<b>Grade 4B</b>	\$2,604.52	\$2,669.63	\$2,749.72	\$2,832.21	\$2,917.18
<b>GCS5</b>	<b>5.0</b>	<b>Grade 5</b>	\$2,847.07	\$2,918.25	\$3,005.80	\$3,095.97	\$3,188.85

## Allowances

COHORT	ALLOWANCE	2.50%	2.50%	3.00%	3.00%	3.00%	Period Payable
		1 Oct-22	1 Oct-23	1 Oct-24	1 Oct-25	1 Oct-26	
	<b>QUALS</b>						
Med Scientist	Grad Cert	\$58.31	\$59.77	\$61.56	\$63.40	\$65.31	per week (pro rata for part time employees)
Med Scientist	Grad Dip	\$94.75	\$97.12	\$100.04	\$103.04	\$106.13	per week (pro rata for part time employees)
Med Scientist	Masters	\$109.33	\$112.06	\$115.42	\$118.89	\$122.45	per week (pro rata for part time employees)
Med Scientist	Doctorate	\$145.76	\$149.41	\$153.89	\$158.51	\$163.26	per week (pro rata for part time employees)
Dietitian	Grad Cert	\$57.21	\$58.64	\$60.40	\$62.21	\$64.08	per week (pro rata for part time employees)
Dietitian	Grad Dip	\$92.97	\$95.29	\$98.15	\$101.09	\$104.13	per week (pro rata for part time employees)
Dietitian	Masters	\$107.27	\$109.95	\$113.25	\$116.65	\$120.15	per week (pro rata for part time employees)
Dietitian	Doctorate	\$143.03	\$146.61	\$151.01	\$155.54	\$160.21	per week (pro rata for part time employees)
Psychologist	Masters	\$99.07	\$101.55	\$104.59	\$107.73	\$110.96	per week (pro rata for part time employees)
Psychologist	Doctorate	\$132.10	\$135.40	\$139.46	\$143.65	\$147.96	per week (pro rata for part time employees)
Gen Counsellor	Masters	\$105.01	\$107.64	\$110.86	\$114.19	\$117.62	per week (pro rata for part time employees)
Gen Counsellor	Doctorate	\$140.01	\$143.51	\$147.82	\$152.25	\$156.82	per week (pro rata for part time employees)
Pharmacist	Grad Dip	\$85.74	\$87.88	\$90.52	\$93.24	\$96.03	per week (pro rata for part time employees)
	<b>SHIFT/ROSTER</b>						
Pharmacist	Early/Late	\$30.63	\$31.40	\$32.34	\$33.31	\$34.31	per shift
Pharmacist	Night	\$67.17	\$68.85	\$70.91	\$73.04	\$75.23	per shift
Pharmacist	Perm Night	\$134.35	\$137.71	\$141.84	\$146.10	\$150.48	per shift
Pharmacist	Change of Shift	\$53.74	\$55.08	\$56.73	\$58.44	\$60.19	per qualifying change
Pharmacist	Change of Roster	\$33.58	\$34.42	\$35.45	\$36.52	\$37.61	per qualifying change
Non-Pharm	Early/Late	\$37.55	\$38.49	\$39.65	\$40.84	\$42.06	per shift
Non-Pharm	Night	\$62.58	\$64.15	\$66.07	\$68.05	\$70.10	per shift
Non-Pharm	Perm Night	\$125.17	\$128.30	\$132.15	\$136.11	\$140.19	per shift
Non-Pharm	Change of Shift	\$50.07	\$51.32	\$52.86	\$54.45	\$56.08	per qualifying change
Non-Pharm	Change of Roster	\$31.29	\$32.07	\$33.04	\$34.03	\$35.05	per qualifying change

		1 Oct-22	1 Oct-23	1 Oct-24	1 Oct-25	1 Oct-26	
	<b>ON-CALL</b>						
Pharmacist	On-Call	\$36.45	\$37.36	\$38.48	\$39.63	\$40.82	per 12 hour period or part thereof
Pharmacist	On-Call (PH)	\$72.88	\$74.70	\$76.94	\$79.25	\$81.63	per 12 hour period or part thereof
Psychologist	On-Call	2.5%	2.5%	2.5%	2.5%	2.5%	per 12 hour period or part thereof
Psychologist	On-Call (PH)	5%	5%	5%	5%	5%	per 12 hour period or part thereof
Non-Pharm/Psych	On-Call	\$33.58	\$34.42	\$35.45	\$36.52	\$37.61	per 12 hour period or part thereof
Non-Pharm/Psych	On-Call (PH)	\$67.18	\$68.86	\$70.93	\$73.06	\$75.25	per 12 hour period or part thereof
	<b>PATHOLOGY</b>						
Med Scientist	Sole Scientist	\$23.08	\$23.66	\$24.37	\$25.10	\$25.86	per 1-4 hour period (but see Cl 36)
Med Scientist	Cut Up	\$19.68	\$20.17	\$20.77	\$21.40	\$22.04	hourly rate - paid for period worked
Med Lab Tech	Cut Up	\$13.12	\$13.45	\$13.85	\$14.27	\$14.70	hourly rate - paid for period worked
	<b>COMMON</b>						
All	Meal	\$16.50	\$16.91	\$17.42	\$17.94	\$18.48	per qualifying event
All	Laundry	\$0.49	\$0.50	\$0.52	\$0.53	\$0.55	per shift
All	Vehicle	As per ATO	As per ATO	As per ATO	As per ATO	As per ATO	per KM - varies for petrol/diesel/EV