

MERRI HEALTH ENTERPRISE AGREEMENT 2024-2027

PART 1 – APPLICATION AND OPERATION OF THE AGREEMENT

1. AGREEMENT TITLE

This enterprise agreement will be known as the *Merri Health Enterprise Agreement 2024-2027*.

2. ARRANGEMENT

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3. DEFINITIONS

The below defines common terms used throughout the Agreement, unless otherwise prescribed in a particular clause, the below definitions will apply:

- 3.1 **Act** means the *Fair Work Act 2009* (Cth) as varied from time to time or any successor to that Act.
- 3.2 **Agreement** means the *Merri Health Agreement 2024-2027*, including all Schedules.
- 3.3 **ASU** means the Australian Services Union.
- 3.4 **Casual Employee** means a person as defined in clause 21.
- 3.5 **Commission** means the Fair Work Commission.
- 3.6 **DBA** means the Dental Board of Australia or successor.
- 3.7 **De facto partner** means a person who, although not married to the Employee, lives with them in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex, different sexes or are non-binary) and includes a former de facto of the Employee.
- 3.8 **Dental Assistant** means an Employee classified in accordance with **Schedule A** of this Agreement.
- 3.9 **Dental Hygienist** means a person with current registration as a dental hygienist with the DBA.

- 3.10 **Dental Therapist** means a person with current registration as a dental therapist with the DBA.
- 3.11 **Dental/Oral Health Employee** means an Employee classified in accordance with **Schedule B** of the Agreement.
- 3.12 **Employee** means a person employed by Merri Health who is employed in any of the classifications covered by this Agreement.
- 3.13 **Employer** means Merri Health.
- 3.14 **Health and Allied Services Employee** means an Employee classified in accordance with **Schedule C** of this Agreement.
- 3.15 **HSR** means an Employee elected to the position of Occupational Health and Safety Representative of a Designated Work Group in accordance with the OHS Act.
- 3.16 **HWU** means Health Services Union No 1 Branch, trading as the Health Workers Union.
- 3.17 **Immediate family** means any near relative, that is a:
- (a) current/former Spouse, partner, or de facto partner;
 - (b) a child (including adult child);
 - (c) a parent, step-parent or parent of Spouse or partner;
 - (d) Spouse includes a former spouse.
 - (e) a sibling or sibling of the Employee's Spouse or partner;
 - (f) a grandparent or step-grandparent or grandparent-in-law;
 - (g) a member of household or family-like relationship;
 - (h) a person related to the Employee according to Aboriginal or Torres Strait Island Kinship rules;
 - (i) a child related to the Employee under kinship care or other permanent care order; and
 - (j) another relative or close personal friend or other relevant person as agreed.
- 3.18 **Management and Administrative Employee** means an Employee classified in accordance with **Schedule D** of this Agreement.
- 3.19 **Medical certificate** means a certificate from a Medical Practitioner.
- 3.20 **Medical practitioner** means a person registered as a medical practitioner by the Medical Board of Australia.
- 3.21 **NES** means the National Employment Standards detailed in Part 2-2 of the Fair Work Act, as varied from time to time.

- 3.22 **OHS Act** means the Occupational Health and Safety Act 2004 (Victoria) as varied from time to time, or any successor to that Act.
- 3.23 **Oral Health Therapist** means a person with current registration as an oral health therapist with the DBA.
- 3.24 **Ordinary rate of pay** means the rate of pay payable to an Employee in accordance with **Schedule G** for their ordinary hours of work, but not including any incentive-based payments and bonuses, loadings, allowances, overtime, penalty rates or any other separately identifiable amounts.
- 3.25 **Party/Parties** means the Employer, Employees and the Unions who are covered by this Agreement.
- 3.26 **SACS Employee** means a Social and Community Services employee classified in accordance with **Schedule E**.
- 3.27 **School age**, in relation to a child, means the age at which a child is required by law to attend school.
- 3.28 **Union(s) means:**
- (a) the Health Services Union Victoria No. 1 Branch trading as the Health Workers Union for Employees classified under **Schedule A, C and D**;
 - (b) the Australian Services Union (ASU) for Employees classified under **Schedule E**; and
 - (c) the Health Services Union Victoria No. 3 Branch trading as the Victorian Allied Health Professionals Association for Employees classified under **Schedule B**.
- 3.29 **VAHPA** means the Victorian Allied Health Professionals Association.

4. COMMENCEMENT DATE AND PERIOD OF OPERATION

- 4.1 This Agreement will come into effect seven (7) days from the date of approval by the Commission.
- 4.2 This Agreement will nominally expire on 1 August 2027.
- 4.3 The first wage increase comes into operation from the beginning of the first full pay period commencing on or after 1 August 2024. For the avoidance of doubt, an Employee must be employed at the commencement date of this Agreement to be entitled to the wage increase.
- 4.4 The Agreement will continue to operate after the nominal expiry date in accordance with the provisions of the Act.
- 4.5 The negotiations for a replacement enterprise agreement will endeavour to commence in March 2027 provided that any claim made during this period is not supported by industrial action.

5. INCIDENCE AND COVERAGE

This Agreement covers:

- 5.1 Merri Health (the Employer);
- 5.2 a person employed by the Employer in any of the classifications set out in **Schedule A to E** (Employee); and
- 5.3 any of the Union(s) named by the Commission as being covered by this Agreement in accordance with Section 183 of Act.

6. RELATIONSHIP TO PREVIOUS AGREEMENTS, AWARDS AND THE NATIONAL EMPLOYMENT STANDARDS

- 6.1 This is a comprehensive enterprise agreement that operates to the exclusion of any award or enterprise agreement which previously applied to Employees covered by this Agreement.
- 6.2 This Agreement is not intended to exclude any part of the NES or to provide any entitlement which is detrimental to an Employee's entitlement under the NES. For the avoidance of doubt, the NES prevails to the extent that any aspect of this Agreement would otherwise be detrimental to an Employee.

7. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 7.1 An Employee and the Employer may enter into an individual flexibility arrangement pursuant to this clause 7 in order to meet the genuine needs of the Employee and Employer. An individual flexibility arrangement must be genuinely agreed to by the Employee and Employer.
- 7.2 An individual flexibility arrangement may vary the effect of one (1) or more of the following terms of this Agreement:
 - (a) arrangements for transition to retirement;
 - (b) arrangements for when work is performed;
 - (c) leave so long as the arrangement does not contravene the NES;
 - (d) higher duties;
 - (e) overtime rates;
 - (f) penalty rates;
 - (g) allowances;
 - (h) annual leave loading; and
- 7.3 An Employer who wishes to initiate the making of an individual flexibility arrangement must:
 - (a) give the Employee a written proposal; and
 - (b) if the Employer is aware that the Employee has, or reasonably should be aware that the Employee may have, limited understanding of written English, take reasonable

steps (including providing a translation in an appropriate language) to ensure that the Employee understands the proposal.

- 7.4 An Employee may nominate a representative to assist in negotiations for an individual flexibility arrangement.
- 7.5 The Employer must ensure that any individual flexibility arrangement will result in the Employee being better off overall than the Employee would have been if no individual flexibility arrangement were agreed to.
- 7.6 The Employer must ensure that an individual flexibility arrangement is in writing and signed by the Employee and Employer. If the Employee is under 18 the arrangement must also be signed by a parent or guardian of the Employee.
- 7.7 The Employer must give a copy of the individual flexibility arrangement to the Employee within 14 days after it is agreed to.
- 7.8 The Employer must ensure that any individual flexibility arrangement sets out:
- (a) the terms of this Agreement that will be varied by the arrangement;
 - (b) how the arrangement will vary the effect of the terms;
 - (c) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement;
 - (d) the day on which the arrangement commences; and
 - (e) the length of operation (if applicable).
- 7.9 The Employer must ensure that any individual flexibility arrangement:
- (a) is about matters that would be permitted matters under section 172 of the Act;
 - (b) does not include any term that would be an unlawful term under section 194 of the Act; and
 - (c) provides for the arrangement to be terminated:
 - (i) by either the Employee or Employer giving a specified period of written notice, with the specified period being not more than 28 days; and
 - (ii) at any time by written agreement between the Employee and Employer.

8. SAVINGS

Nothing in this Agreement will diminish any existing, more beneficial entitlements of any Employee covered by this Agreement, except where expressly varied by this Agreement.

9. NO EXTRA CLAIMS

This Agreement is reached in full and final settlement of all matters subject to claims by either Party and for the life of the Agreement no further claims will be made or supported by the Parties covered by the Agreement.

10. ANTI-DISCRIMINATION

- 10.1 It is the intention of the Parties covered by the Agreement to achieve the principal object in section 3(e) of the Act through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex (gender), sexual orientation, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion (religious belief or activity), political opinion (political belief or activity), national extraction, carer and parental status, employment activity, gender activity, lawful sexual activity, industrial activity, physical features, breastfeeding, gender identity, intersex, social origin, expunged homosexual activity, personal association or any other attributes protected by anti-discrimination legislation.
- 10.2 Accordingly, in fulfilling their obligations under the procedures in clause 14 (Dispute Resolution Procedure), the Parties covered by the Agreement must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 10.3 Nothing in this clause 10 is to be taken to affect:
- (a) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
 - (b) an Employee, Employer or registered organisation pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission; or
 - (c) any exemptions provided under the Act.

11. POSTING AGREEMENT

The Employer will make a copy of the Agreement accessible to all Employees electronically.

PART 2 – DISPUTE RESOLUTION, CONSULTATIVE STRUCTURES AND DISCIPLINE

12. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

Nothing in this clause 12 limits the Employer's obligations to consult with HSRs under the OHS Act. Consultation regarding major workplace change.

- 12.1 Where an Employer proposes a Major Change that may result in the termination of the employment of an Employee or Employees or other Significant Effect, the Employer will consult with Affected Employee/s, the Union covered by this Agreement and, where relevant, the Employee's nominated representative before the proposed Major Change occurs.
- 12.2 Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have Significant Effect.
- 12.3 **Definitions**
- Under this Agreement:

- (a) **Affected Employee** means an Employee on whom a Major Change may have a Significant Effect.
- (b) **Consultation** refers to a genuine opportunity to influence the decision maker, but not joint decision making.
- (c) **Major Change** means a change in the Employer's program, production, organisation, physical workplace, workplace arrangements, structure or technology.
- (d) **Measures to mitigate or avert** the adverse effect of change may include but are not limited to:
 - (i) redeployment where it is reasonable in the circumstances to do so;
 - (ii) retraining of an Employee or Employees;
 - (iii) salary maintenance;
 - (iv) job sharing; and
 - (v) maintenance of accruals.
- (e) **Significant Effect** includes but is not limited to:
 - (i) termination of employment as a result of the change;
 - (ii) reduction of hours of work and/or reduction in remuneration;
 - (iii) changes to an Employee's classification or substantial duties (which includes restructuring of jobs) or outsourcing;
 - (iv) the need for retraining or relocation / redeployment to another site (where flexibility of work locations is not provided for in the Employee's contract of employment);
 - (v) major changes in the composition or operation the Employer's workforce or in the skills required including where this arises because of changes to the legal structure of the Employer; or
 - (vi) the elimination or diminution of job opportunities, promotion opportunities or job tenure, including as a result of technology changes.

12.4 Timeframes

The timeframes for each Consultation step must allow a Party to Consultation (including a representative) to genuinely participate in an informed way having regard for all the circumstances including the complexity of the change proposed, and the need for Employee/s and their representative to meet with each other and consider and discuss the Employer's proposal.

12.5 Change Impact Statement (Step 1)

To facilitate Consultation, the Employer will provide affected Employee/s and the Union covered by this Agreement with a written Change Impact Statement setting out all relevant information about the proposed workplace change including:

- (a) the details of proposed change;
- (b) the reasons for the proposed change;
- (c) the possible effect on Employees of the proposed change (including on workload and occupational health and safety matters);

- (d) measures the Employer is considering that may mitigate or avert the effects of the proposed change; and
- (e) the right of an Affected Employee to have a representative including a Union representative.

12.6 Meeting (Step 2)

As part of Consultation, the Employer will meet with the Affected Employee/s and if requested the Union covered by this Agreement and any other nominated representative to discuss the proposed change and any proposals to mitigate or avert the effects of the proposed change.

12.7 Outcome of Consultation (Step 3)

The Employer will give prompt and genuine consideration to matters arising from Consultation and will advise the Affected Employees and if requested the Union covered by this Agreement and any other nominated representative in writing of the outcome of consultation including:

- (a) whether the Employer intends to proceed with the change proposal;
- (b) any amendment to the change proposal arising from consultation;
- (c) details of any measures to mitigate or avert the effect of the changes on Affected Employees; and
- (d) a summary of how matters that have been raised by Affected Employees and their nominated representative (if any) have been taken into account.

12.8 Parental leave or other absence

For the avoidance of doubt, the obligation to consult under this clause 12 includes Affected Employees who are absent on leave including parental leave.

12.9 Disclosure of confidential information

Nothing in this clause 12 requires an Employer to disclose confidential information that would be contrary to the Employer's interests.

13. Consultation about changes to rosters and ordinary hours

This clause 13 applies where a change to regular rosters or ordinary hours of work (which may impact upon an Employee, particularly in relation to their family and caring responsibilities) does not constitute 'Major Change'.

13.1 Where an Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee or Employees affected and their Union or representatives, if any, about the proposed change.

13.2 The Employer must:

- (a) consider health and safety impacts including workload and fatigue;
- (b) provide to the Employee or Employees affected and their Union or representatives, if any, information about the proposed change (for example, information about the

nature of the change to the Employee's regular roster or ordinary hours of work, workload and when that change is proposed to commence);

- (c) invite the Employee or Employees affected and their Union or representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- (d) give consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and their Union or representatives, if any.

13.3 The requirement to consult under this clause 13 does not apply where an Employee has irregular, sporadic or unpredictable working hours.

13.4 These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

14. DISPUTE RESOLUTION PROCEDURE

14.1 Resolution of disputes and grievances

- (a) For the purpose of this clause 14, a dispute includes a grievance.
- (b) The dispute resolution procedure will apply to any dispute in relation to:
 - (i) this Agreement; or
 - (ii) the National Employment Standards;and must be dealt with in accordance with this clause 14.
- (c) A party to the dispute may choose to be represented at any stage by a representative (including a Union or Employer organisation). A representative, including a Union or Employer representative, may initiate the dispute.

14.2 Obligations

- (a) The parties to the dispute and their representatives must genuinely attempt to resolve the dispute through the processes set out in this clause 14 and must cooperate to ensure that these processes are carried out expeditiously.
- (b) While the dispute resolution procedure is being conducted work will continue normally according to the custom or practice existing before the dispute arose until the dispute is resolved.
- (c) This requirement does not apply where an Employee:
 - (i) has a reasonable concern about an imminent risk to their health or safety;
 - (ii) has advised the Employer of the concern; and
 - (iii) has not unreasonably failed to comply with a direction by the Employer to perform available work that is safe and appropriate for the Employee to perform.
- (d) No party to a dispute or person covered by the Agreement will be prejudiced with respect to the resolution of the dispute by the continuation of work under this clause 14.

- (e) Sub-clause 14.2 is subject to any applicable work health and safety legislation.

14.3 Dispute Settlement Facilitation

- (a) Where the chosen representative is another Employee of the Employer, that Employee will be released by the Employer from normal duties as is reasonably necessary to enable them to represent the Employee/s, including:
 - (i) investigating the circumstances of the dispute; and
 - (ii) participating in the processes to resolve the dispute, including conciliation and arbitration.
- (b) An Employee who is part of the dispute will be released by the Employer from normal duties as is reasonably necessary to enable them to participate in this dispute settling procedure so long as it does not unduly affect the operations of the Employer.

14.4 Discussions of dispute at workplace

- (a) The parties will attempt to resolve the matter at the workplace as follows:
 - (i) In the first instance, by discussions between the Employee/s and the relevant supervisor; and
 - (ii) If the dispute is still unresolved, by discussions between the Employee/s and more senior levels of local management.
- (b) The discussions at sub-clause 14.4(a) will take place within fourteen calendar days or such longer period as is mutually agreed, save that agreement will not be unreasonably refused.
- (c) If a dispute is unable to be resolved at the workplace it may be referred by a party to the dispute or representative to the Commission for conciliation and, where the matter in dispute remains unresolved, arbitration.

14.5 Disputes of a Collective Character

- (a) Disputes of a collective character may be dealt with more expeditiously by an early reference to the Commission. However, no dispute of a collective character may be referred to the Commission directly without a genuine attempt to resolve the dispute at the workplace level through the discussions at sub-clause 14.4(a)(ii) with more senior levels of management.
- (b) Where there is a collective dispute involving multiple Employees, it is not a requirement for each individual Employee to attempt to resolve the dispute with their supervisor or manager. For example, a representative including a Union may attempt to resolve a collective dispute on behalf of Employees with more senior level of management through the discussions at sub-clause 14.4(a)(ii) with more senior levels of management.
- (c) A party to a dispute of a collective nature is therefore entitled to bypass the discussions at sub-clause 14.4(a)(i) with the relevant supervisor.

14.6 **Conciliation**

- (a) Where a dispute is referred for conciliation, the Commission member will do everything the member deems right and proper to assist the parties to settle the dispute.
- (b) Conciliation before the Commission is complete when:
 - (i) the parties to the dispute agree that it is settled; or
 - (ii) the Commission member conducting the conciliation, either on their own motion or after an application by a party, is satisfied there is no likelihood that further conciliation will result in settlement within a reasonable period; or
 - (iii) the Parties to the dispute inform the Commission member there is no likelihood the dispute will be settled, and the member does not have substantial reason to refuse to regard conciliation as complete.

14.7 **Arbitration**

- (a) If, when conciliation is complete, the dispute is not settled, either Party may request the Commission proceed to determine the dispute by arbitration.
- (b) The Commission member that conciliated the dispute will not arbitrate the dispute if a party objects to the member doing so.
- (c) Subject to sub-clause 14.7(d) below, a decision of the Commission is binding upon the persons covered by this Agreement.
- (d) An appeal lies to a Full Bench of the Commission, with the leave of the Full Bench, against a determination of a single member of the Commission made pursuant to this clause 14.

14.8 **Conduct of matters before the Commission**

Subject to any agreement between the parties to the dispute in relation to a particular dispute or grievance and the provisions of this clause 14, in dealing with a dispute or grievance through conciliation or arbitration, the Commission will conduct the matter in accordance with sections 577, 578 and Subdivision B of Division 3 of Part 5-1 of the Act.

15. REDUNDANCY

This clause 15 does not apply to Casual Employees.

15.1 **NES**

Redundancy entitlements are prescribed by the NES. This clause 15 contains additional terms to the NES.

15.2 **Consultation**

Where an Employee's employment may be terminated as a result of redundancy, the provisions of clause 12 (Consultation Regarding Major Workplace Change) apply. This clause 15 requires that an Employer consult regarding a proposed change that may have a Significant Effect, and to consider measures that may mitigate or avert the impact of the change including but not limited to:

- (a) redeployment;
- (b) retraining of an Employee or Employees;
- (c) salary maintenance;
- (d) job sharing; and
- (e) maintenance of accruals.

15.3 Transfer to lower paid duties

Where an Employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated and the Employer may, at the Employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing. Nothing in this clause 15 will limit the right of an Employee to claim redundancy pay under sub-clause 15.7 on the basis that the role to which the Employee has been transferred is not acceptable employment consistent with the Act.

15.4 Employee leaving during notice period

- (a) An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause 15 had they remained in employment until the expiry of the notice but is not entitled to payment instead of notice.
- (b) Nothing in this clause 15 prohibits the Employer and Employee from agreeing to shorten the length of the notice period and pay the remainder of the notice in lieu.

15.5 Job search entitlement

- (a) An Employee given notice of termination in circumstances of redundancy must be allowed up to one (1) day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) The time off will be taken at times that are convenient to the Employee, following consultation with the Employer and may be taken in more than a single period.
- (c) The Employee must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose, a statutory declaration is sufficient.
- (d) For the purposes of this sub-clause 15.5, one (1) days' time off is based on the usual ordinary hours the Employee typically works for a day in the fortnight pay period applicable to when notice of termination was given to the Employee.
- (e) This entitlement applies instead of sub-clause 26.4.

Example

In the fortnight pay period when the Employee was given notice of termination, the Employee's ordinary hours is two (2) six (6) hour shifts and five (5) eight (8) hour shifts. The Employee's typical ordinary hours day in the fortnight period is 8 hours. Therefore 8 hours can be taken in each week, subject to the other considerations in the sub-clause (eg consultation with the Employers on the time and evidence of attendance)

15.6 **Effect of this provision**

The entitlements contained at sub-clauses 15.7 and 15.8 operate in accordance with section 55 of the Act.

15.7 **Redundancy payment**

(a) Where a comparable role cannot be identified and an Employee's employment is terminated either:

- (i) at the Employer's initiative because the Employer no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
- (ii) because of insolvency or bankruptcy of the Employer, is entitled to redundancy pay unless excluded by the NES as follows:

A. **for Employees other than those specified at sub-clause 15.7(a)(ii)B:**

	Employee's continuous service with the Employer	Redundancy pay
1	At least 1 year but less than 2 years	4 weeks
2	At least 2 years but less than 3 years	6 weeks
3	At least 3 years but less than 4 years	7 weeks
4	At least 4 years but less than 5 years	8 weeks
5	At least 5 years but less than 6 years	10 weeks
6	At least 6 years but less than 7 years	11 weeks
7	At least 7 years but less than 8 years	13 weeks
8	At least 8 years but less than 9 years	14 weeks
9	At least 9 years and above	16 weeks

B. **for Employees who were employed prior to 31 May 2019 as a Dental Assistant, Health and Allied Services or Management and Administrative Employee and have not terminated employment with Merri Health from 31 May 2019:**

The relevant redundancy package available under Victorian Public Sector Government policy at the time of the termination, as is amended from time to time and provided it equates to an entitlement above the NES.

- (b) Redundancy pay is calculated on the Employee's ordinary rate of pay for:
- (i) the Employee's hours of work at the time of the redundancy; or
 - (ii) the Employee's average weekly hours of work over the preceding twelve (12) months;
- whichever is more favourable to the Employee.

15.8 **Exclusions and variations**

Nothing in this clause 15 will affect any right to apply, exclusion, right or limit contained in the NES concerning redundancy provided at sections 120 to 123 of the Act.

15.9 **Alternatives to redundancy**

- (a) Before termination of employment due to redundancy occurs, the Employer will give genuine consideration to alternatives including:
 - (i) whether the change can be achieved through an alternative means such as natural attrition, leave, voluntary reduction of hours / job sharing or voluntary departure; and
 - (ii) whether it would be reasonable in all the circumstances to redeploy affected Employee/s.
- (b) In considering whether it would be reasonable in all the circumstances to redeploy the affected Employee, the Employer will:
 - (i) identify existing vacancies and consider whether it may be reasonable to redeploy the Employee to a vacant role; and
 - (ii) advise the Employee in writing, identifying whether there are, in its view, any roles into which the Employee may reasonably be redeployed.
- (c) The Employee may:
 - (i) require the Employer to disclose all the vacancies regardless of whether the Employer believes it would be reasonable to redeploy the Employee to those role/s; and / or
 - (ii) meet the Employer to discuss whether it would be reasonable to redeploy the Employee to any of the vacant positions.
- (d) Nothing in sub-clause 15.9 will prevent either the Employer or Employee from disputing whether it would be reasonable in all the circumstances to redeploy the Employee.
- (e) Where an Employee facing redundancy expresses an interest in a vacant position, the Employee will be interviewed by the Employer for that position where the Employee has or could reasonably have the skills to perform the vacant position.
- (f) **Redeployment on Parental Leave**
 - (i) Where, following the Consultation in sub-clause 12.1, an Employee is on parental leave when the Employee's role is declared redundant, the Employer will inform the Employee in writing that:
 - A. the role is redundant; and
 - B. the Employee may defer attempts to redeploy them until they have returned to work from parental leave.
 - (ii) Where the Employee notifies the Employer that they wish to defer attempts to redeploy them until they have returned to work from parental leave, the Employer will defer attempts to redeploy the Employee until they return to work from parental leave.
 - (iii) Where an Employee elects to be redeployed and accepts redeployment into a vacant position, the Employer will redeploy them to that position. In such a circumstance, the Employer will not require the Employee to vary the length of the parental leave and the Employee's right to request an extension to parental leave under the NES is not affected.

15.10 **Employee Obligations**

The Employee must actively participate in the redeployment process including:

- (a) identifying appropriate retraining needs;
- (b) developing a resume / CV to assist in securing redeployment;
- (c) actively monitoring and exploring appropriate redeployment opportunities and working with the appointed case manager.

15.11 **Rejecting a comparable role**

- (a) For the purpose of this clause 15, a Comparable Role is one that is not fixed term or casual, and:
 - (i) is within the same skill set as the current position;
 - (ii) is a position that the Employee is qualified to perform, or otherwise could undertake with reasonable training;
 - (iii) has the same classification level and pay as the current position (or is otherwise acceptable to the Employee);
 - (iv) is a reasonable distance from the Employee's current work location;
 - (v) has regard to the number of ordinary hours normally worked by the Employee; and
 - (vi) takes into account the Employees personal circumstances, including family responsibilities.
- (b) Where an affected Employee rejects an offer of redeployment to a Comparable Role (as defined at sub-clause 15.11(a)), the Affected Employee may be ineligible for redundancy payments referred to at sub-clauses 15.7.

15.12 **Disputing a Redundancy**

Where an Employee disputes a redundancy in accordance with clause 14 (Dispute Resolution Procedure), Merri Health will ensure the dispute process is followed, and the Employee will not be prejudiced by this action. Nothing in this clause 15 imposes the obligation on the Merri Health to hold a job vacant until the end of the dispute process.

16. MANAGING CONDUCT AND PERFORMANCE

16.1 Where the Employer has concerns about the conduct of an Employee, or a performance issue that may constitute misconduct, the following procedure is to apply.

16.2 Where there is a complaint about the conduct of the Employees(s) immediate supervisor, the Employee(s) may first discuss the matter with another representative of the Employer.

16.3 **Exception – Employees who have not completed a minimum period of employment with the Employer**

- (a) Where an Employee has not completed a period of employment with the Employer of at least the minimum employment period defined at section 383 of the Act (six (6) months continuous service as defined within the Act unless amended) and the Employer is considering the termination of the Employee's employment, the Employer will:

- (i) provide the concerns in writing to the Employee as soon as practicable following the Employer becoming aware of the alleged concerns;
 - (ii) advise the Employee of their right to have a representative, including a Union representative;
 - (iii) other than in the case of serious misconduct (as defined for the purposes of the Act) that is wilful or deliberate, provide the Employee an opportunity to improve their performance or conduct;
 - (iv) meet with the Employee (and, where relevant, their chosen representative); and
 - (v) consider any explanation by the Employee including any matters raised in mitigation before making a decision to terminate the employment.
- (b) The terms of sub-clause 16.4 to 16.6 inclusive do not apply to Employee's within the scope of the exception in this sub-clause 16.3.

16.4 Investigative procedure

- (a) The Employer will advise the Employee of the concerns at sub-clause 16.1 as soon as practicable following the Employer becoming aware of the concerns.
- (b) The Employer will advise the Employee of the concerns in question and any allegation in writing and conduct a fair investigation having proper regard to procedural fairness and the factors set out in sub-clause 16.5.

16.5 Procedural factors

- (a) The reason for any interview is to be explained.
- (b) The Employee is to be provided with material which supports the concerns (where relevant) and given a reasonable time to respond.
- (c) If a complaint is provided to the Employee by the Employer, the Employer will not de-identify complainants other than in exceptional circumstances where there is a risk to the personal safety of the complainant if their identity were disclosed.
- (d) The Employer must take all reasonable steps to give the Employee a reasonable opportunity to answer any concerns or allegations.
- (e) If the Employee raises an issue in their response to the Employer's concerns or allegations, that warrants further investigation, the Employer will take reasonable steps to investigate the matter.
- (f) A representative of the Employee, who may include a Union representative, will be present if desired by either the Employer or Employee for all investigative interviews or meetings conducted by the Employer, or conducted on the Employer's behalf, pursuant to sub-clause 16.1 to 16.6.

16.6 Outcomes

- (a) **No further action required** – where, after investigations have concluded, it is deemed unnecessary to continue with formal disciplinary procedures, the

Employer will inform the Employee that the matter is finalised without an adverse entry in their Employee records.

- (b) **Informal Counselling** – where, after investigations have concluded, it is deemed unnecessary to continue with formal disciplinary procedures, the Employer may determine that informal counselling - of an advisory nature encouraging a change in behaviour or attitude – be given to the Employee.
- (c) **Formal Counselling** - where, after investigations have concluded, the Employer may deem formal counselling appropriate depending upon the severity of the behaviour or performance concern/s, or if there is continuation of concerning behaviour or performance concern/s. Formal counselling should be used to notify an Employee that there is a serious concern, their behaviour is not meeting the expected standards and may result in formal disciplinary action. All formal counselling meetings will be documented with a copy provided to the Employee and placed on their personnel file for a period of twelve (12) months.
- (d) **Formal Disciplinary Action** - where, after investigations have concluded, it is deemed necessary to continue with formal disciplinary procedures, the Employee will be issued with written correspondence detailing:
 - (i) the outcome of the investigation, including a decision as to which of the allegations were substantiated and a summary of the reasons; and
 - (ii) confirmation of what formal action will occur.
- (e) Formal actions may include:
 - (i) a first written warning;
 - (ii) where the Employee is counselled or given a first written warning, the Employer may issue a second written warning in the event that the Employee has previously been given a first warning within the previous 12 months;
 - (iii) a final written warning in the event that the Employee has previously been given a second warning within the previous 18 months;
 - (iv) termination of employment with notice in the case of an Employee who repeats a course of conduct for which a final warning was given in the preceding eighteen (18) months; and
 - A. performance concern/s which were subject to formal counselling in the previous eighteen (18) months are repeated; or
 - B. if there is a continuation of concerning behaviour and reasonable attempts to support behaviour improvements are unsuccessful (with appropriate warnings having been issued);
 - (v) termination of employment without notice where the conduct is serious misconduct (as defined for the purposes of the Act) that is wilful and deliberate. In this case, the Employer may issue the Employee with a final warning as an alternative to dismissal.

16.7 Disputes

A dispute over the clause 16 is to be dealt with in accordance with Clause 14 (Dispute Resolution Procedure) of this Agreement.

PART 3 – EMPLOYMENT ARRANGEMENTS

Merri Health acknowledges the positive impact that secure employment has on Employees and the provision of quality services to the community. To that end, Merri Health will give preference to ongoing forms of employment over casual, labour hire and fixed term arrangements wherever possible.

17. TYPES OF EMPLOYMENT

17.1 Employees under this Agreement may be employed in any one of the following employment categories:

- (a) full-time employment;
- (b) part-time employment; or
- (c) casual employment.

17.2 At the time of engagement an Employer will inform each Employee of the terms of their engagement, and in particular whether they are to be full-time, part-time or casual.

18. MINIMUM PERIOD OF ENGAGEMENT

18.1 Each Employee will be paid for a minimum of three (3) hours, with the exception of Employees eligible for payment of overtime in accordance with clause 69 (Overtime) or Clause 71 (On-Call and Recall) of this Agreement.

18.2 No Employee will be paid less than the minimum hours of engagement per day/shift.

19. FULL-TIME EMPLOYMENT

19.1 A full-time Employee is engaged to work:

- (a) 38 ordinary hours per week; or
- (b) an average of 38 ordinary hours in accordance with clause 61 (Hours of Work).

19.2 Subject to this Agreement, a full-time Employee will be paid the full weekly wage for their classification irrespective of the number of hours worked not exceeding 38.

20. PART-TIME EMPLOYMENT

20.1 A part-time Employee is one who:

- (a) engaged to work less than full-time hours of 38 per week (or less than 76 hours in a fortnight); and
- (b) has reasonably predictable hours of work.

20.2 At the time of engagement, the Employer and part-time Employee will agree in writing on the following matters:

- (a) a regular pattern of work, specifying the hours worked each week;
- (b) which days of the week the Employee will work; and
- (c) the actual starting and finishing times each day.

20.3 Any agreed variation to the regular pattern of work will be recorded in writing.

20.4 Part-time Employees will be paid 1/38th of the weekly wage rate for their classification pursuant to **Schedule G**.

20.5 **Additional Hours – Payment**

- (a) A part-time Employee may be offered voluntary additional hours outside those agreed pursuant to sub-clause 20.2.
- (b) Where a part-time Employee agrees to perform those voluntary additional hours at the ordinary rate of pay, the additional voluntary hours offered will be paid at ordinary hours (unless sub-clause 20.5(d) applies).
- (c) Where the part-time Employee doesn't agree to perform those additional voluntary hours at the ordinary rate of pay (or if sub-clause 20.5(d) applies), the additional hours offered will attract overtime rates pursuant to clause 69 if the Employer then directs the work to be performed.
- (d) Any hours worked in excess of 38 in a week, an average of 38 hours a week or the limits prescribed by the Agreement will attract overtime rates pursuant to clause 69.

20.6 **Additional Hours – Time in Lieu**

- (a) In some instances, Employees may request to work additional ordinary hours in order to accrue time in lieu at a later date (for example, during an annual close down).
- (b) A request must be made in writing to the Employee's People Leader and where agreed this will be documented.
- (c) For avoidance of doubt the additional ordinary hours are not overtime because they are ordinary hours the Employee requests to work and not offered or required by the Employer.

20.7 **Part Time Review of Hours**

- (a) Where over a period of 26 weeks or more a part-time Employee regularly and systematically works more than their contracted hours, the Employer or the Employee may request in writing a contract reflecting that the Employee's hours have increased on a permanent basis. Such a request will not be unreasonably refused by either the Employer or Employee. An Employee will not be considered to be regularly and systematically working more than their contracted hours if the shifts the Employee has been working are replacing an absent Employee (for example parental leave, long service leave, workers' compensation or personal leave) or a temporary flexible work arrangement.
- (b) A written response will be provided no later than 21 days from the date of a request (by either an Employee or Employer). Where the Employer makes the request under sub-clause 20.7(a), at the time of making the request the Employer will also notify the Employee in writing of their obligations under this sub-clause 20.7(b).
- (c) Where the request is refused:
 - (i) the written response will include reasons for the refusal;
 - (ii) an Employee may request that the Employer provides any evidence relied upon in making a determination under this sub-clause 20.7(c); and

- (iii) where a dispute arises in relation to the response either an Employer or an Employee, it will be dealt with in accordance with Clause 14 (Dispute Resolution Procedure).
- (d) Where the request is granted, the Employee will be provided with a Letter of Adjustment setting out the revised employment arrangements.
- (e) Sub-clause 20.7 is intended to operate in conjunction with sub-clause 20.3 and does not prevent an Employee and Employer from agreeing to vary the agreement made under sub-clause 20.2 other circumstances.

21. CASUAL EMPLOYMENT

21.1 A Casual Employee has the meaning given by section 15A of the Act and Casual Employees can only be engaged in relieving work or work of a casual nature.

NOTE: Section 15A of the Act was amended with effect from 26 August 2024. Under clause 102(3) of Schedule 1 to the Act, an existing Employee who was a casual Employee of an Employer under section 15A as it was immediately before that date is taken to be a casual Employee of the Employer for the purposes of section 15A after that date.

21.2 Casual Employees will be paid an amount equal to 1/38th of the weekly wage rate for their classification per hour plus:

- (a) a 25% loading for ordinary hours of work performed on weekdays (Monday to Friday);
- (b) a 75% loading for ordinary hours of work performed between midnight Friday and midnight Saturday (Saturday);
- (c) a 125% loading for ordinary hours of work performed between midnight Saturday and midnight Sunday (Sunday); and
- (d) 175% loading for ordinary hours of work performed on a Public Holiday.

Note: For Overtime refer to clause 69.

21.3 Changes to casual employment status

A pathway for Employees to change from casual employment to full-time or part-time employment is provided for in the NES. See sections 66A to 66MA of the Act.

NOTE: Disputes about changes to casual employment status may be dealt with under sections 66M and 66MA of the Act and/or under clause 14 (Dispute Resolution Procedure).

22. SECONDMENT

This clause 22 does not apply to Casual Employees.

Where an Employee is undertaking a secondment the Employer will preserve their substantive role, so that the Employee may return to that role on completion of the secondment.

23. FLEXIBLE WORKING ARRANGEMENTS

23.1 If any of the circumstances set out in sub-clause 23.2 below apply to an Employee, the Employee may request a change in working arrangements because of those circumstances.

23.2 The Employee:

- (a) is pregnant;
- (b) is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (c) is a carer (within the meaning of the *Carer Recognition Act 2010* (Cth));
- (d) has a disability;
- (e) is 55 or older;
- (f) is experiencing family and domestic violence from a member of the Employee's family; or
- (g) provides care or support to a member of their household or immediate family who requires care or support because the member is experiencing family and domestic violence.

23.3 A request made under this clause 23 may:

- (a) include, but is not limited to, changes in hours of work, changes in patterns of work or changes in the location of work, including a request to work part-time for an Employee who is returning to work after taking leave in relation to the birth of or adoption of the child;
- (b) be of a temporary nature and include a review date before terminating the arrangement, which may result in an extension to the arrangement.

23.4 An Employee is not entitled to make a request under this clause 23 unless:

- (a) for an Employee, other than a Casual Employee, they have completed at least twelve (12) months continuous service with the Employer immediately before making the request; or
- (b) for a Casual Employee, they have:
 - (i) been engaged by the Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least twelve (12) months immediately before making the request; and
 - (ii) have a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.

23.5 A request made under this clause 23 must be in writing and set out:

- (a) details of the change in working arrangements sought by the Employee; and
- (b) the reasons for the change.

23.6 The Employer must respond to a request made under this clause 23 within 21 days.

- 23.7 The response must:
- (a) state that the Employer grants the request;
 - (b) if, following discussion between the Employer and Employee, the Employer and Employee agree to a change to the Employee's working arrangements that differs from that set out in the request – set out the agreed change; or
 - (c) state that the Employer refuses the request.

23.8 Where the Employer refuses the request, the written response must include:

- (a) details of the reasons for the refusal;
- (b) the Employers particular business grounds for refusal and an explanation of how these grounds apply to the Employee's request;
- (c) either:
 - (i) set out the changes (other than the requested change) in the Employee's working arrangements that would accommodate, to any extent, the circumstances of the Employee and that the Employer would be willing to make; or
 - (ii) state that there are no such changes; and
- (d) set out the effect of sub-clause 23.10, including if a dispute is referred to the Commission.

23.9 The Employer may refuse the request only if:

- (a) the Employer has:
 - (i) discussed the request with the Employee; and
 - (ii) genuinely tried to reach an agreement with the Employee about making changes to the Employee's working arrangements to accommodate the Employee's circumstances;
- (b) the Employer and the Employee have not reached such an agreement;
- (c) the Employer has had regard to the consequences of the refusal for the Employee; and
- (d) the refusal is on reasonable business grounds.

23.10 The Dispute Resolution Procedure (clause 14) in the Agreement will apply to any dispute / grievance arising in relation to a request for flexible working arrangements, including a refusal on reasonable business grounds.

24. REASONABLE ADJUSTMENTS

24.1 Where an Employee has a Disability (whether permanent or temporary) the Employer is required to make Reasonable Adjustments to enable the Employee to continue to perform their duties, subject to sub-clause 24.2 below.

24.2 An Employer is not required to make Reasonable Adjustments if the Employee could not or cannot adequately perform the genuine and reasonable requirements of the employment even after the Reasonable Adjustments are made.

24.3 **Definitions**

(a) **Disability** has the same meaning as section 4 of the *Equal Opportunity Act 2010 (Vic)* and includes:

- (i) total or partial loss of a bodily function;
- (ii) presence in the body of organisms that may cause disease;
- (iii) total or partial loss of a part of the body; or
- (iv) malfunction of a part of the body including a mental or psychological disease or disorder or condition or disorder that results in a person learning more slowly than those without the condition or disorder.

(b) Reasonable Adjustments has the same meaning as section 20 of the *Equal Opportunity Act 2010 (Vic)* and requires consideration of all relevant facts and circumstances including:

- (i) the Employee's circumstances, including the nature of the Disability;
- (ii) the nature of the Employee's role;
- (iii) the nature of the adjustment required to accommodate the Employee's disability;
- (iv) the financial circumstances of the Employer;
- (v) the size and nature of the workplace and the Employer's business;
- (vi) the effect on the workplace and the Employer's business of making the adjustment including the financial impact, the number of persons who would benefit or be disadvantaged and the impact of efficiency and productivity;
- (vii) the consequences for the Employer in making the adjustment; and
- (viii) the consequences for the Employee in not making the adjustment.

25. VACANCIES

This clause 25 does not apply to Casual or fixed term positions.

25.1 In the event a position becomes vacant and the Employer decides, having regard to operational and budgetary considerations, that the position is ongoing, the Employer will as soon as practicable advertise the position internally using an expression of interest process where the Employer determines there may be internal capability to fill the vacant position, where this is not case the Employer will advertise internally and/or externally. A decision will be made as soon as possible.

25.2 Where the Employer makes a decision that a vacant position that is ongoing is no longer required clause 12 of this Agreement applies.

26. NOTICE OF TERMINATION

This clause 26 does not apply to Casual Employees.

26.1 Notice of Termination by Employer

- (a) In order terminate the employment of an Employee, the Employer will give four (4) weeks' written notice of termination.
- (b) In addition to the notice in sub-clause 26.1(a), Employees over 45 years of age at time of the giving of the notice with not less than two (2) years continuous service with the Employer, are entitled to an additional week's notice.
- (c) Payment in lieu of the prescribed notice in sub-clause 26.1(a) and 26.1(b) must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the Employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.
- (d) The required amount of payment in lieu of notice must equal the full amount the Employee would have been paid if they had worked until the end of the notice period. That total must be calculated on the basis of:
 - (i) the Employee's ordinary hours of work (even if not standard hours);
 - (ii) the amounts ordinarily payable to the Employee in respect of those hours including (for example: allowances, loading and penalties); and
 - (iii) any other amounts payable under the Employee's contract of employment.
- (e) Where an Employer cannot determine what would have been worked by the Employee (for example, they do not have standard ordinary hours), the Employer must utilise the greater of:
 - (i) the ordinary hours in the pay period applicable to when notice of termination was given to the Employee; or
 - (ii) the average of ordinary hours in the three (3) pay periods prior to when notice of termination was given to the Employee.

26.2 The period of notice in this clause 26 does not apply:

- (a) in case of dismissal for serious misconduct;
- (b) to Employees engaged for a specific period or a specific task or tasks; and
- (c) to Casual Employees.

26.3 Notice of Termination by Employee

- (a) The notice of termination required by an Employee is the same as that required of the Employer, save and except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.

- (b) The period of notice may be reduced by mutual agreement. Where a terminating Employee applies for a reduced notice period, the Employer will not unreasonably withhold their agreement.
- (c) If an Employee fails to give the notice specified in sub-clause 26.3(a) and the Employee is over 18 years of age, the Employer has the right to withhold wages due to the Employee to a maximum amount of one (1) week.
- (d) If the Employer has agreed to a shorter period of notice than that required under sub-clause 26.3, then no deduction can be made under sub-clause 26.3(a).
- (e) Any deduction made under sub-clause 26.3(c) must not be unreasonable in the circumstances.

26.4 Job search entitlement

- (a) Where an Employer has given notice of termination to an Employee, an Employee will be allowed the equivalent of up to one (1) days' time off without loss of pay for the purpose of seeking other employment.
- (b) The time off will be taken at times that are convenient to the Employee, following consultation with the Employer and may be taken in more than a single period.
- (c) The Employee must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose, a statutory declaration is sufficient.
- (d) For the purposes of this sub-clause 26.4, one (1) days' time off is based on the usual ordinary hours the Employee typically works for a day in the pay period applicable to when notice of termination was given to the Employee.

27. TRANSITION TO RETIREMENT

This clause 27 does not apply to Casual Employees.

27.1 An Employee may advise their Employer in writing of their intentions to retire within the next five years and participate in a retirement transition arrangement.

27.2 Transition to retirement arrangements may be proposed and, where agreed, implemented as:

- (a) a flexible working arrangement (see clause 23);
- (b) an individual flexibility agreement (see clause 7);
- (c) in writing between the Employer and Employee; or
- (d) any combination of the above.

27.3 A transition to retirement arrangement may include but is not limited to:

- (a) a reduction of working hours/EFT, i.e. part time employment;
- (b) a job share arrangement;

- (c) working in a position at a lower classification or rate of pay (which may include project-based work, a secondment or a training/mentoring role); or
- (d) working remotely.

27.4 The Employer will consider, and not unreasonably refuse, a request by an Employee who wishes to transition to retirement:

- (a) to use accrued Long Service Leave (LSL) or Annual Leave for the purpose of reducing the number of days worked per week while retaining their previous employment status; or

Examples

1. A full-time Employee may work three (3) days per week and have two (2) days of accrued long service leave per week, retaining their full-time status.
2. A part-time Employee employed for 24 hours per week may work 20 hours per week and take four (4) hours of accrued annual leave per week, retaining their status as a part-time Employee employed for 24 hours per week.

- (b) be appointed to a role which that has a lower hourly rate of pay or hours (post transition role), in which case:

- (i) the Employer will preserve the accrual of LSL at the time of reduction in salary or hours; and
- (ii) where LSL is taken or paid out in lieu on termination, the Employee will be paid LSL hours at the applicable classification and grade, and at the preserved hours, prior to the post transition role until the preserved LSL hours are exhausted.

Examples

1. An Employee's hourly rate of pay is reduced under this sub-clause 27.4(b) 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.
2. An Employee's hours of work are reduced under this sub-clause 27.4(b) 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.
3. An Employee's hourly rate of pay is reduced under this sub-clause 27.4(b) 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.

- (iii) 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.

27.5 Purchased Leave may also be available to assist an Employee to transition to retirement in accordance with clause 81 (Purchased Leave).

28. HYBRID WORKING MODEL

28.1 Definition

Remote office refers to the area approved by the Employer within the Employee's residence (or other location) as the worksite in which the Employee will carry out remote-based work as per the Hybrid Working Agreement.

28.2 Purpose

- (a) The Employer recognises the value that a Hybrid Working Model (HWM) has in maintaining an agile workforce and promoting work/life balance for its Employees. The Employer will consider requests for HWM in accordance with this clause 28 and the relevant Employer Policy.
- (b) HWM arrangements will be considered by the Employer on a case-by-case basis having regard to:
 - (i) the nature of the Employee's work;
 - (ii) the ability for all or part of the Employee's duties to be effectively performed at home and/or remotely;
 - (iii) the operational needs of the Employer;
 - (iv) the impact on the individual and/or the team;
 - (v) productivity or performance issues;
 - (vi) occupational health and safety;
 - (vii) any legislative or Government mandated restrictions/orders; and
 - (viii) any other relevant factors.

28.3 Application process

- (a) An Employee who makes a request for HWM must do so in writing to the Employer (their manager).
- (b) An Employee's request to work from home can include a request to Work from Home on a temporary basis, ongoing basis, for part of the Employee's hours of work and/or for all of the Employee's hours of work.
- (c) The Employer will provide the Employee with a written response within 21 days of an application being received.
- (d) Where the Employer has declined a request for a HWM, the reasons will be set out in the response provided at sub-clause 28.3(c) and the Employee and/or Employee's representative will be given an opportunity to meet to discuss the request.
- (e) The Employer will not unreasonably refuse a HWM request.

28.4 Employer requests to work from home

- (a) Where the Employer requires an Employee to work remotely, the Employee will be provided with the details in writing.
- (b) If an Employee does not wish to work remotely, they must write to the Employer and provide the reasons why they are unable/unwilling to perform their duties remotely.
- (c) The Employee will provide a written response to the request at sub-clause 28.4(a) within 21 days.
- (d) The Employer will not unreasonably refuse a request to continue working from the Employer's site.

28.5 Dispute resolution

Where a dispute arises under this clause 28, it will be dealt with in accordance with clause 14 (Dispute Resolution Procedure).

29. STAFFING LEVELS & WORKLOAD MANAGEMENT

- 29.1 The Parties are committed to maintaining adequate staffing levels in order to promote an appropriate working environment for Employees and ensure adequate levels of patient/client care.
- 29.2 The Parties acknowledge that Employees and management have a responsibility to maintain a balanced workload appropriate for the delivery of high quality patient/client care.
- 29.3 Where an Employee feels the workloads are unreasonably heavy on a regular basis, then they have a responsibility to discuss their concerns with the Employer.
- 29.4 The Employer has a responsibility to facilitate Employees in raising concerns relating to workload, to respond to issues raised by Employees promptly and take appropriate action.

30. PLANNED AND UNPLANNED ABSENCES

- 30.1 The Employer will replace Employees on planned or unplanned absences, where practicable.
- 30.2 Where additional shifts are required to replace planned and unplanned absences, the Employer will give preference to existing part-time Employees to work such shifts. If this is not possible, the Employer may use Casual Employees as an interim measure, in classifications where Casual Employees are available.
- 30.3 Agency staff should only be used for unexpected absences, such as personal/carer's leave, where the Employer is unable to replace the Employee with either part-time or Casual Employees or absences the Employer has had trouble recruiting to.

31. PROMOTING DISABLED WORKFORCE PARTICIPATION

The Parties commit to the promotion of employment for people with disabilities though increasing the representation of people with disabilities working in all health professions/services.

32. PROMOTING ABORIGINAL AND TORRES STRAIT ISLANDER WORKFORCE PARTICIPATION

The Parties commit to the promotion of Aboriginal and Torres Strait Islander employment through increasing the representation of Aboriginal and Torres Strait Islander people working in all health professions/services.

33. EMPLOYEE ASSISTANCE PROGRAM

33.1 The Employer recognises that a wide range of personal and work-related problems can affect the health, safety, work performance and morale of its Employees and that many of these problems are capable of resolution by the provision of professional and confidential assistance.

33.2 This Agreement provides Employees and their Immediate Family with access to a confidential, professional counselling service to help them resolve either personal or work-related problems.

33.3 There will be no initial cost to Employees who contact the counselling service, in line with the Employer's Policy, however, if the counselling service refers the Employee to another service or agrees to provide services in addition to those funded by the Employer, then the Employee will be responsible for any costs which may arise.

34. AMENITIES

Employees will have access to appropriate amenities, such as restrooms, shower rooms (where necessary) and meal break rooms in accordance with relevant Occupational Health and Safety legislation.

PART 4 – CLASSIFICATION STRUCTURE, WAGES AND RELATED MATTERS

35. CLASSIFICATIONS

35.1 The Employer will classify Employees in accordance with the relevant classification structures set out in **Schedule A to E** of this Agreement.

35.2 The Employer will notify each Employee in writing upon commencement of their classification and terms of employment.

35.3 The Employer will notify each Employee of any alteration to their classification in writing not later than the operative date of such change, subject to Consultation as per clause 12 (if required).

35.4 Appointment to a wage increment (wage point)

Appointment to a wage increment (wage point) within a classification will be based on the Employee's Experience. Experience means experience in the Employee's profession at an equivalent or higher classification obtained within the last five (5) years at any workplace, excluding any unpaid leave. A week in which the Employee did not work at other workplaces is deemed unpaid leave (including a Casual Employee). Evidence that would satisfy a reasonable person must be provided by the Employee in a reasonable timeframe so that the Employer can ensure Experience will be taken into account by the Employer.

35.5 **Progression through wage increments (wage points)**

- (a) An Employee will be eligible for progression from one wage increment to the next within a classification level if the Employee has demonstrated competency and satisfactory performance over a minimum period of twelve (12) months continuous employment at each increment within the level and:
 - (i) the Employee has acquired and satisfactorily used new or enhanced skills within the ambit of the classification, if required by the Employer; or
 - (ii) where a staff development and performance appraisal scheme (SDPAS) and the Employer has determined that the Employee has demonstrated satisfactory performance to meet the objectives determined in the Employer's SDPAS for the prior twelve (12) months' continuous employment.
- (b) For the avoidance of doubt, **continuous employment** does not include periods of unpaid leave/absences. Further, for the purposes of a Casual Employee, a week where a Casual Employee has not worked with the Employer is deemed to be equivalent to unpaid leave/absence under this sub-clause 35.5.
- (c) **Process for an SDPAS**
 - (i) Discussions should take place with the Employee, within three (3) months, on the requirements of the SDPAS.
 - (ii) An annual review should be undertaken by the Employer in order to assess the Employee's progression.
 - (iii) Where an Employer has an annual SDPAS that is not conducted when each Employee has completed twelve (12) months continuous employment, the Employee will be paid the incremental increase (if any is awarded through the SDPAS) retrospectively to when the Employee completed twelve (12) months continuous employment.
 - (iv) Where the Employer holds concerns as to whether the Employee is performing to a satisfactory standard, deferral or refusal of progression may occur, save that it will not occur unreasonably or arbitrarily. It will be considered unreasonable if the Employer has not previously advised the Employee:
 - A. That the performance is not satisfactory;
 - B. That the performance must improve; and
 - C. That in the event that performance does not improve to a satisfactory level; that refusal or deferral of progression may occur.
- (d) Nothing in this sub-clause 35.5 prevents an Employer from automatically progressing an Employee from one increment to the next upon the completion of twelve (12) months continuous employment.

35.6 Movement to a higher classification level will only occur by way of promotion or re-classification. For Dental/Oral Health Employees, the Employer must assess if a Grade 1 can progress to the Grade 2 classification after they have completed twelve (12) months continuous employment with the Employer at the top wage point in accordance with sub-clause 35.5. For Dental Assistants, the Employer must assess if a Grade 1 can progress to the Grade 2 classification after they have completed twelve (12) months continuous employment at Grade 1 in accordance with sub-clause 35.5.

35.7 Where an Employee is appointed to a higher grade or moves from one grade to a higher grade, then the Employee will be paid at the yearly increment (wage point) within the new grade immediately above their previous rate of pay.

35.8 **Reclassification Request**

- (a) Where an Employee believes that the work performed is better described by another classification, the Employee may seek to be reclassified to that classification by notifying the Employer in writing, addressing the classification criteria of both the current and proposed classification.
- (b) The Employer will provide a written response to the requested reclassification within eight (8) weeks, addressing both the current and proposed classification.
- (c) At any time, either the Employee or Employer may refer a request for reclassification to the Dispute Resolution Procedure clause 14 of this Agreement.

36. **WAGE RATE INCREASES**

36.1 The weekly wage rates over the life of the Agreement are prescribed in **Schedule G**.

36.2 The general wage increases have been calculated as follows:

- (a) First Full Pay Period Commencing On or After (**FFPPOA**) 1 August 2024 - 4%;
- (b) FFPPOA 1 July 2025 – 3%;
- (c) FFPPOA 1 July 2026 – 3%.

36.3 Despite the general wage increases outlined above at sub-clause 36.2, some Employees (for example, Dental Assistants) will receive a higher percentage wage increase due to additional wage uplifts. The classifications impacted have been marked with an asterisk (*) in **Schedule G**.

36.4 The above rates of pay will only come into operation on the approval of this Agreement by the Commission in accordance with the Act.

37. **ALLOWANCE ADJUSTMENTS**

37.1 All current monetary based allowances will be increased at the same rate as the wages as prescribed in sub-clause 36.2.

37.2 Despite the general allowance increases outlined above at sub-clause 37.1, some allowances will receive a higher percentage allowance increase due to allowances changes made to consolidate the allowances across professions. The allowances impacted have been marked with an asterisk (*) in **Schedule G**.

37.3 The allowances specified in **Schedule G** include the adjustments made in accordance with this Agreement.

38. **SALARY PACKAGING**

38.1 By written agreement with the Employee, the current rate of pay specified in **Schedule G** may be salary packaged in accordance with the Employer policy on salary packaging.

- 38.2 The Employee will compensate the Employer from within their current rate of pay, for any Fringe Benefit Tax (FBT) incurred as a consequence of any salary packaging arrangement the Employee has entered into.
- 38.3 The Parties agree that in the event that salary packaging ceases to be an advantage to the Employee (including as a result of subsequent changes to FBT legislation), the Employee may stop the salary packaging. Any costs associated with stopping the salary packaging will be borne by the Employee and the Employer will not be liable to make up any benefit lost as a consequence of an Employee's decision to stop the salary packaging.
- 38.4 The Employee will be responsible for all costs associated with the administration of their salary packaging arrangements, provided that such costs will be confined to reasonable commercial charges as levied directly by the external salary packaging provider and/or in-house payroll service (as applicable), as varied from time to time.
- 38.5 Where the Employee chooses not to pay any of the costs associated with their salary packaging, the Employer may cease the Employee's salary packaging arrangements.
- 38.6 The Employers recommend that Employees who are considering salary packaging that they seek independent financial advice. The Employer will not be held responsible in any way for the cost or outcome of any such advice.

39. PAYMENT OF WAGES

- 39.1 Wages will be fortnightly to the nominated financial institution of each Employee.
- 39.2 Payment will be made no later than Thursday following the end of the pay period.
- 39.3 On or before each pay day, the Employer will advise each Employee in writing of their gross wages for the pay period, any deductions and allowances authorised by law and by the Employee, the Employee name and classification, the period the pay relates to and the date of payment, the hourly rate of pay, the net amount of payment, amounts of occupational superannuation contributions and details of funds into which contributions are being paid and any further information as required by the *Fair Work Regulations 2009* (Cth).

39.4 Deductions

Any deductions from an Employee's pay must be in accordance with section 324 of the Act.

39.5 Underpayments

- (a) Where an Employee considers that they have been underpaid as a result of error on the part of the Employer, the Employee may request in writing that the Employer rectify the error or validate the payment. In the written request, the Employee must outline the alleged error, what estimated percentage (%) of the Employee's fortnightly wages the alleged error equates to and provide sufficient details so that the Employer can confirm whether an underpayment as a result of an error has occurred or to validate the payment.
- (b) Where the Employer does not dispute the Employee is underpaid by reason of Employer error; and
- (i) the amount of such underpayment is less than 5% of the Employee's fortnightly wage, the underpayment will be corrected by the Employer in the next pay period; or

- (ii) the amount of such underpayment exceeds 5% of the Employee's fortnightly wage, the Employer must take steps to correct the underpayment within 24 hours and provide confirmation to the Employee of when the correction will be made.
- (c) If the Employer does not take the action required under sub-clause 39.5(b) above, the Employee will be paid a penalty payment of 20% of the underpayment, calculated on a daily basis from the date of the entitlement arising until all such moneys are paid. Below is a visual representation of how the penalty is calculated:

$[\text{Value of the payment for the period it was not made}] \times 0.20 \times \frac{[\text{Number of days delayed}]}{365} = \text{Penalty}$
--

- (d) In addition, the Employer will meet any associated banking or other fees/penalties incurred by the Employee as a consequence of the error where those fees exceed the 20% penalty payment.
- (e) Sub-clause 39.5(c) to (d) will not come into effect:
 - (i) if the payment of wages owed falls on a public holiday, Saturday or Sunday, until the expiration of such days;
 - (ii) if any unforeseen event outside the control of the Employer frustrates their ability to meet the requirements of this sub-clause 39.5;
 - (iii) where the underpayment is the result of Employee error, which includes, but isn't limited to circumstances where the Employee hasn't complied with the Employer's policies dealing with the completion or approving of timesheets; or
 - (iv) where the Employee agrees to defer the correction of the underpayment in sub-clause 39.5(b)(ii) until the next pay period.

39.6 Final pay

- (a) **Termination of employment**
 - (i) Where the Employer terminates an Employee's employment and the Employee is not required by the Employer to work the relevant notice period (or part of the notice period) prescribed by clause 26, unless otherwise agreed:
 - A. the Employee will be paid the required notice period (or part of the notice period) on the date of termination of employment; and
 - B. any other entitlements due to the Employee will be paid to the Employee by no later than the next pay day (in accordance with clause 39) following the date of termination of employment.
 - (ii) In all other instances (including resignation by an Employee), unless otherwise agreed in writing, any entitlements due to the Employee will be paid by no later than the next pay day (in accordance with sub-clause 39.1) following the date of termination of employment.

(b) **Death of an Employee**

Upon appropriate notification, any entitlements due to a deceased Employee are payable to the person who has the legal right to administer the estate/affairs of the deceased Employee.

40. SUPPORTED WAGE SYSTEM FOR EMPLOYEES WITH DISABILITIES

Schedule F defines the conditions that apply to Employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this Agreement.

41. SUPERANNUATION

The NES and Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deal with the superannuation rights and obligations of Employers and Employees. The rights and obligations in this clause 41 supplement those in superannuation legislation and the NES.

41.1 Definitions

In this clause 41:

- (a) **Default Fund** means the Health Employees Superannuation Trust Australia (HESTA) superannuation fund (or its successor).
- (b) **Preferred Superannuation Fund** means a fund that meets the definition of a superannuation fund in the *Superannuation Guarantee (Administration) Act 1992 (Cth)*
- (c) **Employer Contributions** means the minimum superannuation contributions made by the Employer in accordance with the *Superannuation Guarantee (Administration) Act 1992* and *Superannuation Guarantee Charge Act 1992* as amended from time to time.
- (d) **Employee Contributions** means any additional superannuation contributions above the Employer Contributions.

41.2 Existing Employees

Employees will have the choice to nominate that the Employer Contributions and their Employee Contributions are made to the Employee's Preferred Superannuation Fund.

41.3 New Employees

- (a) On commencement of employment, the Employer will offer to make superannuation contributions on behalf of an Employee to:
 - (i) the Employee's Preferred Superannuation Fund;
 - (ii) Aware Super superannuation funds (or successor); or
 - (iii) HESTA (or successor).
- (b) The Employer will forward the completed superannuation fund application form to the Employee's chosen fund within four (4) weeks of the commencement of employment.

41.4 **Where New Employee Does Not Nominate Fund**

Where an Employee fails to elect a superannuation fund within four (4) weeks of commencing employment, the Employer will pay the Employee's superannuation contributions to either:

- (a) the Employee's stapled fund; or
- (b) if the Employee does not have a stapled fund, the Default Fund.

41.5 **Employer Contributions on behalf of each Employee**

- (a) An Employee will be eligible to receive Employer Contributions from the date of commencing employment, notwithstanding the date the membership application prescribed in sub-clause 41.4(b) was forwarded to the Employee's chosen fund.
- (b) Superannuation contributions paid by the Employer will be calculated and paid on:
 - (i) ordinary time earnings as defined in the *Superannuation Guarantee (Administration) Act 1992 (Cth)* calculated on the Employee's pre salary packaging earnings;
 - (ii) any additional amounts consistent with the trust deed of the superannuation fund;
 - (iii) prior to the first full pay period on or after commencement of this Agreement sub-clause 37.3(d) (superannuation during parental leave) of the *Merri Health Enterprise Agreement 2021* will apply. For parental leave that commences on or after the first full pay period commencing on or after the commencement of this Agreement, superannuation will be paid on parental leave (paid and unpaid) in accordance with sub-clause 41.8; and
 - (iv) while the Employee is on any paid leave (excluding parental leave that is outlined a sub-clause 41.5(b)(iii)).
- (c) Employer Contributions will be calculated to the nearest ten cents, any fraction below five (5) cents will be disregarded.
- (d) Employer Contributions will continue to be paid in accordance with this clause 41 during any period in respect of which any Employee is entitled to receive accident pay in accordance with clause 42 (Accident Pay).
- (e) Such contributions will be made monthly by the last day of the month following, the total of the weekly contribution amounts accruing in the previous month in respect of each Employee or earlier if required by superannuation legislation.

41.6 **Cessation of contributions**

The obligation to make Employer Contributions ceases on the last day of employment of the Employee with the Employer.

41.7 **Voluntary Employee Contributions**

- (a) Subject to the governing rules of the relevant superannuation fund, an Employee may make a request in writing that the Employer pay Employee contributions on their behalf of a specified amount from their post-taxation pay to the same

superannuation fund as the Employer makes the superannuation contributions provided for in sub-clause 41.5.

- (b) An Employer who receives written authorisation from an Employee must commence making Employee Contributions within fourteen days of receiving the authorisation.
- (c) An Employee may vary their Employee Contributions by a written authorisation and the Employer must alter the Employee Contributions within fourteen days of receiving the authorisation. An Employee may only vary their Employee Contributions once each month.
- (d) Additional Employee Contributions requested under this sub-clause 41.7 will be expressed in whole dollars.

41.8 **Superannuation during parental leave**

The Employer will make superannuation contributions throughout any period of parental leave, paid or unpaid, that commences on or after the first full pay period commencing on or after the commencement of this Agreement for a period of twelve (12) months per birth or adoption. Contributions will be calculated as follows:

- (a) the Employee's ordinary time earnings as defined in the *Superannuation Guarantee (Administration) Act 1992* (Cth) calculated on the Employee's pre salary packaging earnings and any additional amounts consistent with the trust deed of the superannuation fund over 26 full pay periods immediately prior to commencing parental leave and divided by 52 (Weekly Parental Leave Super Contribution). Where an Employee has been employed for less than 26 full pay periods (52 weeks) the calculations will be done over the relevant shorter period of employment, as the case may be; and
- (b) the Weekly Parental Leave Super Contribution outlined above will be paid during each week of Parental Leave (both paid and unpaid) save that:
 - (i) the Employee will receive a pro rata payment for a period less than one (1) week; and
 - (ii) where, during a period of Employer paid parental leave, the Employee's rate of pay increases, the Employee's pre salary packaging earnings as calculated above will be increased accordingly from the relevant date and superannuation paid on the increased amount.

42. **ACCIDENT PAY**

42.1 **Entitlement to Accident Pay**

An Employee receiving compensation for incapacity under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) (WIRC Act) will be entitled to Accident Pay from the Employer who is liable to pay compensation in accordance with this clause 42 (including pro rata for any part of a week).

42.2 Definitions

- (a) For the purposes of this clause 42, the following definitions will apply:
 - (i) **Accident Pay** means:
 - A. In the case of an Employee with no current work capacity, a payment equal to the Scheme-determined Pre-Injury Average Weekly Earnings, less the amount of weekly compensation.
 - B. In the case of an Employee with a current work capacity, a payment equal to the Scheme-determined Pre-Injury Average Weekly Earnings less the amount of weekly compensation and less the average amount the Employee is earning in suitable employment.
 - (b) **WIRC Act** means *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic).
 - (c) **Injury** means any physical or mental injury within the meaning of the WIRC Act, and no injury will give rise to an entitlement to accident pay under this clause 42 unless an entitlement exists under the WIRC Act.
 - (d) Scheme-determined **Pre-Injury Average Weekly Earnings** (or PIAWE) is the amount determined by the WorkCover Agent or WorkSafe Victoria under the WIRC Act to be the Employee's PIAWE for the purposes of the claim.

42.3 Payment for part of a week

Where an Employee is incapacitated, either totally or partially, for part of a week, such an Employee will receive pro rata accident pay for that part of the week. That is, the Employee will be paid their ordinary rate of pay, for that part of the week in which the Employee worked or was on paid leave. For the part of the week that the Employee is incapacitated or partially incapacitated, the Employee will be paid Accident Pay for the part of the week the Employee was incapacitated or partially incapacitated.

42.4 Qualifications for payment

- (a) An Employee receiving payment of weekly compensation for incapacity under the WIRC Act, will be paid Accident Pay by their Employer who is liable to pay compensation under the WIRC Act, which liability may be discharged by another person on behalf of the Employer, provided that:
 - (i) Accident Pay will not apply to any incapacity occurring during the first two (2) weeks of employment unless such the incapacity continues beyond the first two (2) weeks. However, Accident Pay will still only apply to the period of incapacity after the first two weeks.
 - (ii) Accident Pay will only be payable to an Employee whilst that Employee remains in the employment of the Employer by whom they were employed at the time of the incapacity and then only for such period as they received a weekly payment under the WIRC Act. Provided that if an Employee who is partially incapacitated cannot obtain suitable employment from their

Employer but such alternative employment is available with another Employer then the relevant amount of Accident Pay is still be payable.

- (b) Provided further that in the case of the termination by an Employer of an Employee who is incapacitated and receiving Accident Pay, Accident Pay will continue to apply subject to the provisions of this clause 42 except in cases where the termination is due to serious and/or wilful misconduct on the part of the Employee.
- (c) To qualify for the continuance of Accident Pay on termination, an Employee will, if required, provide evidence to the Employer of the continuing payment of weekly payments of compensation under the WIRC Act.
- (d) Accident Pay will not apply in respect of any injury during the first five (5) normal working days of incapacity. Provided however that in the case on an Employee who contracts an infectious disease in the course of duty and is entitled to receive compensation for that disease they will receive Accident Pay from the first day of incapacity.
- (e) In relation to industrial diseases contracted by a gradual process or injury subject to recurrence, aggravation, or acceleration, such injuries or diseases will not be subject to Accident Pay unless the Employee has been employed with the Employer at the time of the incapacity for a minimum period of one month.
- (f) On engagement, an Employee may be required to declare all workers compensation and/or accident claims made under the WIRC Act in the previous five (5) years and in the event of defaults or inaccurate information being deliberately and knowingly declared the Employer may require the Employee to forfeit their entitlement to Accident Pay under this Agreement.

42.5 Maximum period of payment

The maximum period or aggregate period of Accident Pay to be made by the Employer under this clause 42 will be a total of 39 weeks for any one injury as defined.

42.6 Absences on other than paid leave

An Employee will not be entitled to the payment of Accident Pay in respect of any period of paid annual leave, long service leave or for any paid public holiday in accordance with the provisions of this Agreement.

42.7 Notice of injury

Following an injury for which they claim to be entitled to receive Accident Pay, an Employee will give notice in writing of the injury to their Employer as soon as reasonably practicable after the occurrence thereof, provided that such notice may be given by a representative of the Employee.

42.8 Medical examination

- (a) In order to receive an entitlement to Accident Pay an Employee will meet the requirements of the WIRC Act for attending medical examinations.
- (b) Where, in accordance with the WIRC Act, a medical referee gives a certificate as to

the condition of the Employee and their fitness for work or specifies work for which the Employee is fit and such work is made available by the Employer, and is refused by the Employee or the Employee fails to commence the work, Accident Pay will cease from the date of such refusal or failure to commence the work.

42.9 Cessation or redemption of weekly payments

Where there is a cessation or redemption of weekly compensation payments under the WIRC Act, the Employer's liability to pay Accident Pay will cease as from the date of such cessation or redemption.

42.10 Civil damages

(a) An Employee receiving or who has received Accident Pay will advise their Employer of any action they may institute or any claim they make for damages. Further, the Employee will, if requested, provide an authority to the Employer entitling the Employer to a charge upon any money payable pursuant to any judgement or settlement on that injury.

(b) Where an Employee obtains a judgement or settlement for damages in respect of an injury for which they have received Accident Pay the Employers liability to pay Accident Pay will cease from the date of such judgement or settlement, provided that if the judgment or settlement for damages is not reduced either in whole or part by the amount of Accident Pay made by the Employer, the Employee will pay to the Employer any amount of Accident Pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

(c) Where an Employee obtains a judgement or settlement for damages against a person other than the Employer in respect of an injury for which the Employee has received Accident Pay, the Employers liability to pay Accident Pay will cease from the date of such judgement or settlement, provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of Accident Pay made by the Employer, the Employee will pay to the Employer any amount of Accident Pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

42.11 Insurance against liability

Nothing in this Agreement will require an Employer to insure against liability for Accident Pay.

42.12 Variations in compensation rates

Any changes in compensation rates under the WIRC Act will not increase the amount of Accident Pay above the amount that would have been payable had the rates of compensation remained unchanged.

42.13 Death of an Employee

All rights to accident pay will cease on the death of an Employee.

43. TRAINEES

Trainees will be engaged under this Agreement but the Employer must ensure the Employee is paid no less than the rates contained in Schedule E - National Training Wage of the *Miscellaneous Award 2010*.

44. JUNIORS AND APPRENTICES – HEALTH AND ALLIED EMPLOYEES ONLY

44.1 Junior Employees

Junior Employees will be paid a percentage of the appropriate rate pursuant **Schedule G** for their classification as follows:

Age	% Rate
Under 17 years	50%
17 years	60%
18 years	70%
19 years	80%
20 years	90%

44.2 Apprentice conditions of employment

(a) Definitions

- (i) Adult Apprentice means an Apprentice who is 21 years of age or over at the commencement of their apprenticeship.
- (ii) Apprentice means an Employee who is bound by a contract of training registered with the appropriate State or Territory training authority.

(b) Except as provided in sub-clause 44.2 or where otherwise stated, all conditions of employment specified in this Agreement apply to Apprentices.

(c) Where an Apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the Employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this sub-clause will not apply where the Apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the Employer and the Apprentice.

(d) For the purposes of sub-clause 44.2(c) above, excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this sub-clause 44.2(d), excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.

(e) All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the Employer’s technical library) for the apprenticeship, which are paid by an

Apprentice, will be reimbursed by the Employer within six (6) months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three (3) months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.

- (f) An Employer may meet its obligations by paying any fees and/or cost of textbooks directly to the RTO.
- (g) An Apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment associated with their training contract. For the purpose of the Agreement, any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the Employer for the purposes of calculating the Apprentice’s wages and determining the Apprentice’s employment conditions.
- (h) No Apprentice will, except in an emergency external to the Employer, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.
- (i) **Adult Apprentices**
 - (i) The minimum rate for an Adult Apprentice and is in the first year of their apprenticeship must be 80% of the Wage Skill Group 7 (Trade Rate) in **Schedule G** or the rate prescribed by sub-clause 44.2(k) or 44.2(l) for the relevant year of the Apprenticeship, whichever is the greater.
 - (ii) An Adult Apprentice who is in the second or subsequent years of their apprenticeship must be the rate for the lowest adult classification (Wage Skill Group 1) in **Schedule G** or the rate prescribed by sub-clause 44.2(k) or 44.2(l) for the relevant year of the Apprenticeship, whichever is the greater.
- (j) An Employee employed by the Employer under this Agreement immediately prior to entering into a training agreement as an Adult Apprentice with that Employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the Employee has been an Employee of the Employer for at least:
 - (i) Six (6) months as a full-time Employee; or
 - (ii) Twelve (12) months as a part-time or regular Casual Employee,
 immediately prior to commencing the Apprenticeship.
- (k) **Apprentice Cooks**

Apprentice Cooks will be paid a percentage of the Trade Cook rate pursuant to **Schedule G** as follows:

Year of Apprenticeship	% Rate
First year	55%
Second year	65%
Third year	80%
Fourth year	95%

(l) **Apprentice Gardening and landscaping**

A gardening and landscaping Apprentice will be paid the percentage of Trade Gardener rate pursuant to **Schedule G** as follows:

Year of Apprenticeship	Apprentices who have not completed year 12	Apprentices who have completed year 12
	% Rate	
First year	50	55
Second year	60	65
Third year	75	75
Fourth year	95	95

PART 5 – ALLOWANCES AND REIMBURSEMENTS

45. CHILD CARE REIMBURSEMENT

45.1 Where Employees are required by the Employer to work outside their ordinary hours of work and where less than 24 hours' notice of the requirement to perform such overtime work has been given by the Employer, other than recall when the Employee is placed on-call, the Employee will be reimbursed for reasonable childcare expenses incurred.

45.2 Evidence of expenditure incurred by the Employee must be provided to the Employer as soon as possible after the working of such overtime.

46. SHIFT WORK

46.1 Morning and Afternoon Shift Allowances

An Employee whose ordinary hours of duty:

- (a) commence on or after 6am but before 6.30am; or
- (b) finish after 6.00pm and before 12.00am;

will be paid for any such periods of duty an amount equal to the amount specified in **Schedule G** identified as Morning/Afternoon Shift.

46.2 Night Shift Allowance

An Employee whose ordinary hours of duty:

- (a) commence before 6.00am; or
- (b) finish at or after 12.00am;

will be paid for any such periods of duty an amount equal to the amount specified in **Schedule G** identified as Night Shift.

46.3 **Permanent Night Shift Allowance**

Provided further an Employee, **Permanently Working** Night Shift (Night Shift as defined above at sub-clause 46.2) will be paid for any such period of night duty the amount specified in **Schedule G** identified as Permanent Night Shift. **Permanently Working** will mean working for any period in excess of four (4) consecutive weeks.

47. **CHANGE OF SHIFT ALLOWANCE**

For change of roster refer to sub-clause 62.7.

47.1 Unless an exclusion at 47.2 applies, An Employee who's ordinary hours changes from working ordinary hours on one day/shift to working ordinary hours on another day/shift and the time of commencement of differs by four (4) hours or more than from that of the first, will be paid a change of shift allowance equal to the amount specified in **Schedule G** identified as Change of Shift.

47.2 **Exclusion(s) to Change of Shift**

The Change of Shift allowance is not payable where:

- (a) the Employer agrees to a request in writing from Employee(s) for changes in shifts;
- (b) a single Employee who holds two contemporaneous different contracted positions with the same Employer and moving between those positions results in a change which would ordinarily invoke a change of shift allowance;
- (c) an Employee accepts an offer of additional ordinary hours;
- (d) where a continuous absence of four or more weeks intervenes between the relevant shifts/days;
- (e) where the Employee swaps shifts/days with another Employee or Employees on an ad hoc basis, and the swap(s) is approved by the Employer; or
- (f) where an Employer (including a local department(s)/working group(s)) has established a system where an Employee chooses their own days/shifts from a genuine choice of days/shifts, the Employee will only receive a maximum payment of two (2) change of shift allowances per pay period (fortnight).

48. **MEAL ALLOWANCES**

48.1 Where an Employee is required to work one (1) hour after their usual finish time, or in the case of shift workers when the overtime work on any shift exceeds one (1) hour they will be paid the meal allowance specified in **Schedule G** identified as Meal Allowance.

48.2 In addition to the allowance provided for in sub-clause 48.1, where overtime work exceeds four (4) hours, a further Meal Allowance is payable.

48.3 When an Employee is recalled to duty outside of the ordinary working hours for a period in excess of two hours the Employee will be paid the meal allowance.

48.4 The meal allowance provisions will not apply where a suitable meal is supplied at the Employer's expense.

49. HIGHER DUTIES

Note: Absent Employee includes a vacant position (for example, secondment)

An Employee (Relieving Employee) who is authorised to assume the duties of an Employee on a higher classification under this Agreement who is absent for a period of five (5) or more consecutive working days (Absent Employee) will be paid at not less than the minimum rate prescribed for the classification applying to the Absent Employee.

Example:

A Grade 3 Employee is absent for five (5) days. Two Grade 2 Employees are required to perform the duties of the absent Grade 3 Employee, Employee one for three (3) days and Employee two for two (2) days. Employee one would be entitled to the higher duties allowance for the three (3) days and Employee two would be entitled to the higher duties allowance for two (2) days.

50. UNIFORMS AND PROTECTIVE CLOTHING

50.1 Where an Employee is required to wear a uniform or any special clothing, the Employer will supply such uniform at no cost to the Employee and will replace it where necessary on a fair 'wear and tear' basis. Uniforms or any special clothing are to remain the property of the Employer and be laundered and maintained by the Employer free of cost to the Employee.

50.2 Uniform Allowance

- (a) Instead of the provision of such uniforms or special clothing, the Employer may, by agreement with the Employee, pay an Employee a Uniform Allowance specified in **Schedule G** (whichever is the lesser amount).
- (b) The uniform allowance is payable for all absences on paid leave, other than absences on long service leave and personal/carer's leave beyond 21 days. Where, prior to the taking of leave, an Employee was paid a uniform allowance other than at the weekly rate, the rate payable is the average of the allowance paid during the four weeks immediately preceding the taking of leave.

50.3 Laundry Allowance

- (a) Where an Employee's uniforms or special clothing are not laundered by or at the expense of the Employer the Employee will be paid the Laundry Allowance specified in **Schedule G** (whichever is the lesser amount). The laundry allowance is not payable for absences of any kind.
- (b) The Employer will provide such gloves, masks, protective clothing and safety appliances as are required for an Employee to properly and safely perform their job function. Where due to unforeseen circumstances, the Employee is required to purchase such clothing and equipment, they will be reimbursed in full by the Employer.

50.4 **Clothing and PPE change**

Where an Employee performs a role that requires changing into or out of specific clothes or personal protective equipment (PPE) that are necessary to perform work, the Employer will ensure the Employee is provided with time to do this during their working hours.

51. REIMBURSEMENTS OF PHONE AND OTHER EXPENSES

51.1 **Phone**

(a) Where an Employer requires an Employee to use a phone for on-call purposes or situations where an Employee is away from the Employer's premises with a client/s / customer/s / patient/s, family or carer/s (for example, home visits), the Employer will either:

- (i) provide the Employee with a phone for work purposes; or
- (ii) reimburse the Employee for work related expenses in accordance with sub-clause 51.1(c).

(b) The Employer will be responsible for all costs associated with the purchase and maintenance of a phone provided in accordance with sub-clause 55.1(a)(i). For the avoidance of doubt, the phone will remain the property of the Employer.

(c) Where the Employer does not provide a phone in accordance with sub-clause 55.1(a)(i) and requires an Employee to purchase, install and/or maintain a phone for work purposes, the Employer will reimburse the Employee for expenses incurred in purchasing, installing, and /or maintaining that phone and for costs incurred by the Employee using that phone for work purposes. The Employee must provide the Employer with receipted accounts to be eligible for a reimbursement.

(d) Where an Employee has workload, OHS or privacy concerns regarding the use of a personal phone for work purposes (including for situations not covered by sub-clause 51.1(a), the Employee may request that the Employer provide a phone in accordance with sub-clause 51.1(a).

(e) Requests for a work phone under sub-clause 51.1(d) will not unreasonably be refused by the Employer, save that where an Employee does or will use their personal phone for work purposes and has to give their personal phone number to clients/customers/patients, family or carers, or other people or organisations for work purposes (not including other employees of the Employer), the Employer will provide the Employee with a work phone where requested.

51.2 **Other Expenses**

Where an Employee incurs an out-of-pocket expense(s), not contemplated by the Agreement, which are authorised in accordance with the Employer's staff expenses policy (however titled) the Employee will be reimbursed according to the policy.

52. TRAVELLING ALLOWANCES/REIMBURSEMENT

52.1 Rates

The travelling allowance per kilometre will be in accordance with **Schedule G**.

52.2 Travel during ordinary hours

An Employee required to travel during ordinary hours on Employer business, including travel between work sites, will be:

- (a) provided with transport by the Employer and the Employer will be responsible for the cost; or
- (b) where the Employee agrees to use their own vehicle, receive the allowance at sub-clause 52.1 for each kilometre travelled.

52.3 Travel - Recall/Overtime

- (a) An Employee required to use their vehicle for transport from home to place of work and return outside of their ordinary hours (i.e. recall or overtime) will receive the allowance at sub-clause 52.1 for each kilometre travelled.
- (b) At the Employee's request, an Employee who is recalled to the Employer's premises for any purpose will be provided with transport (i.e. taxi or hire car) for the outward and return journeys and the Employer will be responsible for the cost.

52.4 Reimbursement

- (a) Approved fares incurred by an Employee in the performance of their duty will be reimbursed by the Employer.
- (b) Any road tolls reasonably incurred by an Employee when using the Employee's own vehicle under sub-clause 52.2 or 52.3 will be reimbursed by the Employer upon the production of appropriate evidence.

52.5 Parking

An Employee undertaking travel under this clause 52 will be reimbursed for the cost of parking if that cost is incurred as a result of that travel.

53. NAUSEOUS WORK ALLOWANCE - EXCLUDES SACS EMPLOYEES

53.1 Employees will be paid a Nauseous Work Allowance pursuant to **Schedule G** for all time during which they are engaged in handling linen of a nauseous nature (other than linen sealed in airtight containers) or work that is of an unusually dirty or offensive nature having regard to the duty normally performed by such Employee in such classification.

53.2 The Nauseous Work Allowance is payable per hour, or part thereof, in addition to the rates prescribed elsewhere in this Agreement. The weekly allowance is the minimum amount payable for work performed in any week.

54. SENIORS ALLOWANCE – HEALTH AND ALLIED SERVICES EMPLOYEES ONLY

54.1 An Employee who is appointed as a Senior will have their classification preceded by the word Senior and will be paid an allowance of 10 per cent of the ordinary rate of pay payable for their classification pursuant to **Schedule G**. The allowance is pro-rata for part-time Employees and Casual Employees.

54.2 Appointment to a position preceded by the word Senior will only be made where the work performed by such Employee represents a net addition to the work value of the substantive role in a similar area or areas. Indicia of a new addition to work value may include:

- (a) the performance of additional duties or functions;
- (b) the assignment of a special project; or
- (c) an increased emphasis on the performance of core functions already undertaken by Employees in the relevant classification.

54.3 A net addition to the work value of the substantive role of an Employee would be characterised by the following:

- (a) the additional functions or duties are a regular and ongoing requirement;
- (b) experience in the role commensurate with this clause, coupled with on-the-job training (where provided by the Employer);
- (c) the necessity for additional training in a particular aspect of the role above that which is required to fulfil the role of an Employee employed in a similar area(s);
- (d) a greater level of judgement is required from the Employee, whereby the Employee is capable of making independent decisions to a degree not generally expected of an Employee employed in a similar area(s); and
- (e) a higher degree of accountability is expected for work undertaken, such that the Employee is clearly performing at a level above that of the Employee's peers employed in a similar area(s) by the Employer.

55. TOOL ALLOWANCE – HEALTH AND ALLIED SERVICES EMPLOYEES ONLY

55.1 Employees who are classified as chefs and cooks, who are not supplied with the necessary tools to perform their duties by the Employer, will be paid a Tool Allowance per week pursuant to **Schedule G**. The allowance is pro-rata for part-time and Casual Employees.

55.2 The Tool Allowance is compensation for the supply and maintenance of tools.

56. IN CHARGE ALLOWANCES – HEALTH AND ALLIED SERVICES EMPLOYEES ONLY

56.1 An Employee will be paid an In-charge Allowance where they are appointed or delegated to exercise control over other Employees, as follows:

Extent of control:	% Allowance
In charge of 1 to 9 other Employees	7%
In charge of 10 to 29 other Employees	10%
In charge of 30 or more Employees	15%

56.2 Provided that sub-clause 56.1 does not apply to the following classifications of Employee:

- (a) Chef Grade A-D.
- (b) Second Grade Cook Grade A to D.

- (c) Gardener Superintendent
- (d) General Service Supervisor
- (e) Food Services Supervisor
- (f) Personal Care Coordinator/Supervisor
- (g) Technical, Therapy and Personal Care Supervisor

56.3 The percentage In-charge Allowance is calculated on the ordinary rate of pay payable to the Employee for their classification pursuant to **Schedule G**. The allowance is pro-rata for part-time and Casual Employees.

57. DEDUCTION FOR BOARD AND LODGING

Where the Employer provides board and lodging, the wage rates prescribed in **Schedule G** will be reduced by the Board and Lodging Amounts specified in **Schedule G**.

58. SLEEPOVER – SOCIAL AND COMMUNITY SERVICE EMPLOYEES ONLY

58.1 Where an Employee is required to sleepover at premises where a client for whom the Employee is responsible is located (including an excursion/camp, where applicable) they will be entitled to a Sleepover Allowance as set out in **Schedule G**.

58.2 The span for a sleepover will be a continuous period of 8 hours. Employees will be provided with a separate room with a bed and clean linen, the use of appropriate facilities (including access to food preparation facilities and staff facilities where these exist) and free board and lodging for each night when the Employee sleeps over.

58.3 An Employee may refuse a sleepover with reasonable cause.

58.4 In the event of the Employee on sleepover being required to perform work during the sleepover period, the Employee will be paid at the prescribed overtime rate with a minimum payment as for one hour worked. Where such work exceeds one hour, payment will be made at the prescribed overtime rate for the duration of the work.

58.5 An Employer may schedule an Employee to perform ordinary hours work immediately before and/or immediately after the sleepover period but must schedule the Employee or pay the Employee for at least four hours' work for at least one of these periods of work. The payment prescribed by sub-clause 58.1 will be in addition to the minimum payment prescribed by this sub-clause.

59. WORKING AWAY FROM HOME ALLOWANCE

This clause 59 does not apply to a Sleepover, refer to clause 58 for Sleepover (Social and Community Service Employees Only).

59.1 For each night an Employee is required by the Employer to be absent overnight from their usual place of residence, for example where an Employee cannot reasonably travel from or back to their usual place of residence on the day on which they are required to work by the Employer, the Employer will:

- (a) pay the Employee the higher of the following:

- (i) per overnight period between Monday and Friday – the amount specified as Monday to Friday in **Schedule G**;
 - (ii) per overnight period that includes a Saturday, Sunday or Public Holiday the amount specified as Saturday, Sunday or Public Holiday in **Schedule G**; and
- (b) pay for all reasonably incurred expenses in respect to fares, meals and accommodation.

59.2 Exception

Sub-clause 59.1 does not apply where an Employee voluntarily chooses for personal reasons to stay in the location prior to or after the day on which the Employee is required to work by the Employer.

60. RELOCATION

This clause 60 concerns payment only and is not intended to exclude or limit the requirements of clause 12 (Consultation Regarding Major Workplace Change) or 15 (Redundancy) or create a new right to be directed to work at another Workplace Location.

60.1 In this clause 60:

- (a) **Base Workplace Location** means a Location of the Employer at which the Employee ordinarily starts and finishes work.
- (b) **Base Local Government Area** means a Local Government Area (as defined by Government) at which the Employee ordinarily starts and finishes work.

60.2 Temporary relocation

(a) **During ordinary hours**

- (i) Where an Employee is required by the Employer to temporarily relocate from their Base Workplace Location/Base Local Government Area to another Workplace Location/Local Government Area during their ordinary hours, the Employee will be paid the travel allowance at sub-clause 52.1 by reimbursement.
- (ii) For the avoidance of doubt:
 - A. the travel will occur within paid time; and
 - B. the reimbursement at sub-clause 60.2(a)(i) does not apply where appropriate transport is provided to the Employee by the Employer.

(b) **Prior to commencement of ordinary hours**

- (i) Where an Employee is required by the Employer to temporarily relocate from their Base Workplace Location/Base Local Government Area to another Workplace Location/Government Area prior to commencement of their ordinary hours, the Employee will:
 - A. Where the distance travelled increases by 30km or greater (combined, to and return), be reimbursed for additional travelling

cost incurred to the Employee excluding time spent travelling (which is addressed at sub-clause 60.2(b)(i)(B) below); and

- B. where travel time increases by 60 minutes or greater (combined, to and return), be paid an allowance equal to the Employee's ordinary rate for the additional time spent when compared to the Employee's travel time to the Base Workplace Location/Base Local Government Area.

(ii) For the avoidance of doubt:

- A. nothing in this sub-clause 60.2(b) prevents an Employer requiring the travel to occur within the Employee's ordinary hours; and
- B. the reimbursement at sub-clause 60.2(b)(i)(A) does not apply where appropriate transport is provided to the Employee by the Employer.

60.3 Permanent relocation

- (a) Where an Employee is required by the Employer to permanently relocate from their Base Workplace Location/Base Local Government Area to another Workplace Location/Local Government Area the Employee will be reimbursed a lump sum payment based on an agreed estimate of the additional costs for the number of weeks specified in the table below:

	Employee's continuous service with the Employer	Number of Weeks
1	At least 1 year but less than 2 years	4 weeks
2	At least 2 years but less than 3 years	6 weeks
3	At least 3 years but less than 4 years	7 weeks
4	At least 4 years but less than 5 years	8 weeks
5	At least 5 years but less than 6 years	10 weeks
6	At least 6 years but less than 7 years	11 weeks
7	At least 7 years but less than 8 years	13 weeks
8	At least 8 years but less than 9 years	14 weeks
9	At least 9 years and above	16 weeks

- (b) The maximum reimbursement under this sub-clause 60.3 is \$1,000 (including if there is a dispute on the estimate).

Example 1

An Employee with two and a half (2.5) years of continuous service with the Employer estimates the additional travelling cost for six (6) weeks is \$500. The Employer agrees the estimate put forward by the Employee is correct. The Employer will pay a relocation allowance of \$500 to the Employee as a lump sum.

Example 2

An Employee with at least nine (9) years of continuous service with the Employer estimates the additional travelling cost for 16 weeks is \$1500. The Employer agrees the estimate put forward by the Employee is correct. The Employer will pay a relocation allowance of \$1000 to the Employee as a lump sum.

- (c) The Employer will only refuse to agree the Employee's estimate represents the additional cost to the Employee where the Employer has evidence that the estimate does not represent the additional cost to the Employee. The allowance will be paid as a lump sum.
- (d) If, after discussions, the Employer and Employee are unable to agree on the estimated additional costs, clause 14 (Dispute Resolution Procedure) will apply to determine the reimbursement amount.

Example

Employee with seven and a half (7.5) years of continuous service with the Employer estimates the additional travelling cost for 13 weeks is \$3000. The Employer does not agree with the estimate as the Employer has evidence that the estimate does not represent the additional cost to the Employee. The Employee and Employer meet to discuss their difference of views regarding the estimate. The discussion does not result in an agreement being reached. Clause 14 Dispute Resolution Procedure must be then followed.

- (e) Where the permanent relocation is a result of a change requiring Consultation pursuant to clause 12 (Consultation Regarding Major Workplace Change) the Employer will not be required to take additional steps to mitigate or avert the cost of the relocation.

(f) **Exceptions to sub-clause 60.3**

This sub-clause 60.3 does not apply where the permanent relocation is to another Employer Workplace location/Local Government Area to which the Employee can be expected to be relocated as a part of their existing employment conditions.

60.4 Exceptions to clause 60

This clause 60 does not apply:

- (a) to an Employee whose role goes across Workplace Locations/Local Government Areas;
- (b) to Employees who genuinely choose to work across different Workplace Locations/Local Government Areas and it is not a requirement of the Employer, such as where an Employee elects to pick up an additional shift(s) at another Workplace Location/Local Government Area on a permanent or ad hoc basis;
- (c) to Casual Employees; and/or
- (d) if Local Government Areas are amended by Government during the life of the Agreement.

PART 6 – WORKING HOURS AND RELATED MATTERS

61. HOURS OF WORK

61.1 The ordinary hours of work for a full-time Employee will be 38 hours or an average of 38 hours per week worked:

- (a) in a one-week period – 38 hours;

- (b) in a two-week period – 76 hours;
- (c) in a four-week period – 152 hours; or
- (d) in another manner by mutual agreement (example, 190 hours in a five-week period).

61.2 The working week will commence at midnight on a Sunday.

61.3 Notwithstanding any authorised meal breaks or rest breaks, the ordinary hours for each day/shift will be continuous.

61.4 Where practicable, mandatory training will be scheduled during an Employee's ordinary hours. Where this is not possible, overtime will apply provided prior authorisation must be given by the Employer.

61.5 The hours for an ordinary weeks work will be worked either:

- (a) in five (5) days in shifts of not more than 8 hours each;
- (b) in a fortnight of 76 hours in 10 shifts of not more than eight (8) hours each;
- (c) in a four-week period of 152 hours in 19 shifts of not more than eight (8) hours each; or
- (d) by mutual agreement:
 - (i) in weeks of four (4) days in shifts of not more than 10 hours each;
 - (i) in a fortnight of 76 hours in eight (8) shifts of not more than ten hours each; or
 - (ii) some other averaging arrangement, provided the length of shift does not exceed ten hours, and that not more than 50 ordinary hours is worked in any one week.

61.6 Any Employee required to work more than six (6) consecutive periods of duty without 24 hours off duty will be paid for the seventh and any further consecutive period of ordinary duty worked at the rate of triple (Casual Loading of 25% not applicable) time until they have been given 24 hours off duty.

61.7 **Days off duty**

Employees, other than a Casual Employee, will be free from duty for not less than entitled to two (2) full days in each week or four (4) full days in each fortnight unless varied by mutual agreement. Where practicable, days off will be consecutive.

61.8 **Rest breaks between ordinary hours**

- (a) An Employee will be allowed a break of not less than 10 hours between the end of one shift or period of work and the start of another;
- (b) Notwithstanding the provisions of sub-clause 55.8(a) by agreement between a SACS Employee and the Employer, the break between:
 - (i) The end of a shift and the commencement of a shift contiguous with the start of a sleepover; or

- (ii) A shift commencing after the end of a shift contiguous with a sleepover may not be less than eight hours.

62. ROSTERS

This clause 62 only applies where an Employee does not have a regular pattern of ordinary hours of work (for example, Employees required to work variable ordinary hours that may change every 14 days).

62.1 A roster of at least 14 days' duration will be displayed (which can be electronically) at least 14 days before it comes into operation.

62.2 The rosters will set out the Employees' ordinary hours of work start times, finish times and meal breaks.

62.3 Rostering arrangements and changes to rosters may be communicated by telephone, direct contact, mail, email, facsimile or any electronic means of communication.

62.4 It is not obligatory for the Employer to display (which can be electronically) any roster of the ordinary hours of work of Casual Employees, however where a Casual Employee's ordinary hours is not displayed on a roster, their ordinary hours will be clearly communicated to them by the Employer. Where a Casual Employee's ordinary hours of work are displayed (which can be electronically) on a roster the provisions of sub-clause 62.6 to 62.7 do not apply.

62.5 Where practicable, accrued days off (ADOs) for Full-time Employees will be displayed on the roster.

62.6 Seven (7) days' notice will be given of a change in roster, except in emergency situations external to the Employer.

62.7 Change of roster

(a) Subject to the exclusion at sub-clause 62.7(b), where the Employer requires an Employee, without seven (7) days' notice and outside an emergency situation external to the Employer, to perform ordinary duty at other times than those previously rostered, the Employee is entitled to the Change of Roster allowance specified in **Schedule G**.

(b) A part-time Employee who accepts an Employer offer to work additional ordinary hours shift(s) will not be entitled to the Change of Roster allowance for the additional ordinary hours.

63. STAFFING FLEXIBILITY – DENTAL ASSISTANTS ONLY

63.1 The Parties recognise the optimum staffing arrangement is for a Dental Assistant to work with a dedicated Dental/Oral Health Employee whilst performing clinical duties. The Employer will continue to work towards implementing the optimum staffing arrangement.

63.2 There will be circumstances (for example short term unplanned absences) that necessitate a Dental Assistant working temporarily in a two-Dental/Oral Health Employees-to-one-Dental Assistant staffing configuration. In such circumstances, Employees will be flexible in relation to staffing arrangements.

64. ACCRUED DAYS OFF

This clause 64 does not apply to Casual Employees or part-time Employees.

64.1 Where agreed between the Employer and Employee, a full-time Employee can work an arrangement that provides for the accrual of an Accrued Day Off (ADO) in accordance with this clause 64.

64.2 Payment for ordinary hours will be for seven (7) hours and 36 minutes each day worked with 24 minutes each day of ordinary duty being accrued towards one day off per 4-week period.

64.3 Provided that where ordinary hours are worked over four days in accordance with sub-clause 61.5(d)(i) local arrangements will be entered into regarding the accrual of ADOs, such that full-time Employees accrue an ADO over a five-week cycle.

64.4 ADOs and scheduling

- (a) Accrued days off are to be taken as single days on a scheduled basis (i.e. 1 ADO in each 28-day cycle) as agreed between the Employer and Employee;
- (b) Provided that the Employer and Employee may mutually agree to accrue up to three (3) ADOs where the Employee wishes to take consecutive days of leave;
- (c) an Employee may elect, with the consent of the Employer, to take a part ADO;
- (d) where possible the ADO will be taken in conjunction with the normal scheduled day(s) off;
- (e) absences on paid leave will count as time worked for the purposes of accrual of time towards ADOs;
- (f) where an Employee's ADO falls on a public holiday prescribed by this Agreement, the ADO will be taken in lieu thereof at a time agreed between the Employer and Employee. Such day will be taken within the same four-week cycle where practical; and
- (g) any untaken ADOs will remain to the credit of the Employee and will be paid out on termination of employment.

64.5 Excessive ADO Accrual

Where the Employee has more than three (3) ADOs accrued, the Employer may direct an Employee to take ADOs in order to reduce the ADO accrual.

65. WEEKEND WORK

This clause 65 does not apply to Casual Employees. Refer to sub-clause 21.2 for Casual Employees.

65.1 Ordinary duty performed between midnight on Friday and Midnight on Saturday (Saturday) will be paid for at the rate of time and one half (150%).

65.2 Ordinary duty performed between midnight on Saturday and Midnight on Sunday (Sunday) will be paid for at the rate of double time (200%).

66. SUMMER TIME (DAYLIGHT SAVING)

66.1 If an Employee works a shift during which time changes because of the introduction of, or end to, daylight saving, the Employee will be paid for the actual hours worked:

- (a) In the case of a shift that is part of their ordinary hours, at the applicable ordinary time rate of pay (including any applicable shift allowances, allowances ordinarily payable in respect of the shift and rates for Saturdays and Sundays);
- (b) In the case of hours that are overtime, at the applicable overtime rate of pay in accordance with this Agreement.

66.2 For the purpose of calculating accrued days off, Employees will be taken to have worked the standard hours for a night shift in accordance with the schedule.

67. MAXIMUM WEEKLY HOURS

67.1 An Employer must not request or require an Employee to work more than the following number of hours in a week (including average hours) unless the additional hours are reasonable:

- (a) for a full-time Employee – average of 38 hours; and
- (b) for an Employee who is not a full-time Employee – the lesser of 38 hours or the Employee’s ordinary hours of the week.

Note: Hours in excess of the hours referred to in sub-clause 67.1(a) or (b) that are worked in a week in accordance with averaging terms in this Agreement (whether the terms comply with sub-clause 67.1(a) or (b)) will be treated as additional hours for the purposes of this clause 67.

The averaging terms will be relevant in determining whether the additional hours are reasonable (see sub-clause 67.3)

67.2 The Employee may refuse to work additional hours (beyond those referred to in sub-clause 67.1(a) or (b)) if they are unreasonable.

67.3 In determining whether additional hours are reasonable or unreasonable for the purposes of sub-clause 67.1(a) or (b), the following must be taken into account:

- (a) any risk to Employee health and safety arising from the additional hours;
- (b) the Employee's personal circumstances, including family responsibilities;
- (c) the needs of the Employer in which the Employee is employed;
- (d) whether the Employee is entitled to receive overtime payments, penalty or other compensation for, or a level of remuneration that reflects an expectation payments, or a level of remuneration that reflects an expectation of working additional hours;
- (e) any notice given by the Employer of any request or requirement to work the additional hours;
- (f) any notice given by the Employee of their intention to refuse to work the additional hours;

- (g) the usual patterns of work in the industry, or the part of the industry, in which the Employee works;
- (h) the nature of the Employee's role, and the Employee's level of responsibility;
- (i) whether the additional hours are in accordance with an averaging arrangement agreed to by the Employer and Employee under clause 61 (Hours of Work); and
- (j) any other relevant matter.

67.4 For the purposes of sub-clause 67.1 the hours an Employee works in a week are taken to include any hours of leave, or absence, whether paid or unpaid, that the Employee takes in the week and that are authorised:

- (a) by the Employee's Employer;
- (b) by or under a term or condition of the Employee's employment; or
- (c) by or under a law of the Commonwealth, a State or a Territory, or an instrument in force under such a law.

67.5 The relevance of the factors at sub-clause 67.3 and the weight to be given to each of them will vary according to the particular circumstances, namely:

- (a) in some cases it will require a balancing exercise between the factors;
- (b) in some cases, a single factor will be of great importance and outweigh all others. One specific circumstance where this is the case is where an Employee's personal circumstances sub-clause 67.3 require them to provide care for or look after a member of their immediate family or household during the time the Employer wants them to perform overtime. A request to perform overtime in this circumstance will be unreasonable and the Employee may refuse to work it.

68. MAKE UP TIME

This clause 68 does not apply to Casual Employees.

An Employee may elect, with the consent of the Employer, to work make up time under which the Employee takes time off during ordinary hours and works those hours at ordinary time rate at a later, during the spread of ordinary hours.

69. OVERTIME

69.1 Definition of Overtime

This sub-clause 69.1 defines 'Overtime' for the purposes of each category of Employee and payments of overtime under this clause 69:

- (a) **Full-time Employee**
 - (i) Hours in excess of their ordinary hours of work on any one day/shift; and/or
 - (ii) Hours in excess of 10 hours per day/shift.
- (b) **Part-time Employee**
 - (i) Hours in excess of their ordinary hours of work on any one day/shift;

(ii) Additional hours a part-time Employee is directed to perform by the Employer in excess of their mutually agreed ordinary hours of work (including any mutually agreed additional ordinary hours); and/or

(iii) Hours in excess of 10 hours per day/shift;

(c) **Casual Employee**

(i) Hours in excess of 10 hours per day/shift; and/or

(ii) Hours in excess of 38 hours per week or 76 hours in a fortnight.

69.2 Only authorised overtime will be paid under this clause 69.

69.3 **Authorised overtime**

Overtime is authorised where:

(a) the Employee is required or requested by the Employer (including the Employee's manager, supervisor or program manager) to perform overtime;

(b) it is approved, usually in advance, either verbally or in writing by the Employer (including the Employee's manager, supervisor or program manager);

(c) the Employer (including the Employee's manager, supervisor or program manager) requires the Employee to complete work that cannot reasonably be completed in ordinary time, subject to the Employee having already discussed or attempted to discuss with the Employer (including the Employee's manager, supervisor or program manager) that they will be unable to complete their work within their ordinary time;

(d) the Employee completes seeing a client/patient/customer where this commenced during ordinary hours and continues beyond the Employee's ordinary hours;

(e) For mandatory training, only where prior authorisation by the Employer is given.

69.4 **Rates for Overtime**

The rates below apply to Overtime:

(a) **Full-time and Part-Time Employees**

Time and a half (150%) for the first two (2) hours and double time (200%) thereafter, provided that overtime:

(i) outside a spread of twelve hours after commencing ordinary duty will be paid at the rate of double time (200%);

(ii) on Saturday or Sunday will be paid at the rate of double time (200%);

(iii) on a public holiday will be paid at the rate of double time and a half (250%)

Only one penalty rate in this sub-clause 69.4(a) applies to a period of overtime an Employee performs, that being the highest penalty rate that is applicable to that overtime.

(b) **Casual Employees**

Overtime for a Casual Employee:

- (i) on a Monday to Friday will be paid at a rate of time and seven eighths (187.5%) for the first two (2) hours and double time and a half thereafter (250%);
- (ii) on a Saturday or Sunday will be paid at a rate of double time and a half (250%); and
- (iii) on a Public Holiday will be paid at a rate of rate of triple time and one eighth (312.5%).

Only one penalty rate in this sub-clause 69.4(b) applies to a period of overtime an Employee performs, that being the highest penalty rate that is applicable to that overtime and the 25% casual loading is not payable.

69.5 Paid rest break during overtime

- (a) An Employee recalled to work overtime after leaving the Employer's or client's premises and who is required to work for more than four (4) hours will be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four (4) hours' overtime all such time will be counted as time worked.
- (b) The meals referred to in this sub-clause 69.5(a) will be allowed to the Employee free of charge. Where the Employer is unable to provide such meals, a meal allowance, as prescribed in **Schedule G** will be paid to the Employee concerned.

69.6 Rest period after Overtime

- (a) An Employee working overtime is entitled to 10 consecutive hours off duty between the termination of work on one day and the commencement of work on the next day, without loss of pay for ordinary hours. If on the instructions of the Employer such an Employee does not receive ten consecutive hours off duty the Employee must be paid at the rate of double time (200%) (including a Casual Employee, therefore the casual loading of 25% not payable) until being released from duty.
- (b) Upon being released from duty, the Employee is entitled to be absent until they have had ten consecutive hours off duty, without loss of pay for ordinary hours occurring during their absence.

69.7 Transport

In the event of any Employee finishing any period of overtime at a time when reasonable means of transport are not available for the Employee to return to their place of residence the Employer will provide adequate transport free of cost to the Employee.

70. TIME IN LIEU OF OVERTIME

This clause 70 does not apply to Casual Employees.

- 70.1 An Employee may request to take time off in lieu of payment for Overtime worked in accordance with clause 70 at a time or times agreed with the Employer.
- 70.2 Overtime taken as time off during ordinary time hours will be taken at the penalty time rate.
- 70.3 The Employer will not unreasonably refuse an Employee request under sub-clause 70.1.

70.4 An Employer will provide payment at the appropriate overtime rate in clause 62 where time off in lieu has not been taken within eight (8) weeks of accrual.

70.5 Any unpaid overtime in lieu will be paid out upon termination of employment.

71. ON CALL AND RECALL

This clause 71 does not apply to Casual Employees.

71.1 On-Call Allowance

An Employee required by the Employer to be on-call (i.e. available for recall to duty at the Employer's or client's premises and/or for remote work) will receive the following additional amounts for each 12-hour period or part thereof:

- (a) Monday to Friday (period commencing from the time of finishing ordinary duty on Monday through until the termination of ordinary duty on Friday) – allowance outlined in **Schedule G**.
- (b) Public Holiday, and all other times (including Saturdays and Sundays) - allowance outlined in **Schedule G**.

71.2 Minimum Payment for Recall

Where an Employee is recalled to duty during an off-duty period, which is not continuous with the next succeeding rostered period of duty, they will be paid:

- (a) a minimum of three (3) hours where the recall involves travel; or
- (b) a minimum of one (1) hour where the recall does not involve travel;

at the applicable overtime rate in clause 69.

71.3 Break after Recall

- (a) An Employee working recall is entitled to ten (10) consecutive hours off duty between the termination of work on one day and the commencement of work on the next day, without loss of pay for ordinary hours.
- (b) An Employee who works recall between the termination of their previous ordinary hours and the commencement of their next ordinary hours and has not had a 10-hour break should be released after the completion of the recall worked until they have had a 10-hour break.
- (c) If, on the instructions of the Employer, an Employee continues work without having had a 10-hour break in accordance with sub-clause 71.3(a)(i), they will be paid at the rate of double time (250%) until they are released from duty. The Employee is then entitled to be absent until they have had a 10-hour break.
- (d) An Employee will not suffer any loss of pay for rostered ordinary hours occurring during any absence under this sub-clause 71.3(a).

71.4 Transport

Where an Employee finishes a period of recall at a time when reasonable means of transport are not available for them to return to their place of residence, the Employer will provide adequate transport free of charge.

72. PAID TEA BREAKS

72.1 Employees will be entitled to a paid 10-minute tea break in each four (4) hours worked, or part thereof being greater than one (1) hour.

72.2 Tea breaks will be taken at a time agreed between the Employer and the Employee.

72.3 Tea breaks will be counted as time worked.

73. MEAL BREAKS

73.1 Entitlement to a Meal Break

(a) An Employee who works in excess of five (5) ordinary hours will be entitled to an unpaid meal break of 30 to 60 minutes.

(b) Such meal break will not be counted as time worked.

(c) An Employee must be free from duty during their meal break and can use the time as they wish, including leaving the work area or the Employer's or client's premises.

73.2 Meal break not taken

(a) The Employer will ensure that, wherever reasonably practicable, an Employee is able to take their meal break and is not required to perform any work during their meal break.

(b) Escalation process

The Employer will describe, in writing, the steps to be taken where an Employee does not take their meal break to ensure that:

(i) wherever possible, the meal break is rescheduled and taken during the shift; and

(ii) consideration is given to what caused the Employee to miss the scheduled meal break and whether any additional action is required to address those causes to reduce the likelihood of recurrence

(c) Payment for meal break not taken

(i) Where an Employee is unable to take a meal break (including where an Employee is not free from duty as described at sub-clause 73.1(c)) the Employee will be paid for the meal break as time worked at their ordinary rate plus 50%.

(ii) Sub-clause 73.2(c)(i) does not apply where an Employee cannot leave the Employer's premises due to a clear need for infection control as there is a real and significant:

A. risk to clients; and/or

B. occupational health and safety risk;

if the Employee leaves the Employer's or client's premises, but the Employee is otherwise free from duty and able to take a meal break.

74. BREASTFEEDING

74.1 Paid break

The Employer will provide reasonable paid break time for an Employee to express breast milk for the Employee's nursing child each time such Employee has need to express the milk, or breastfeed the child within the workplace, for thirteen months after the child's birth.

74.2 Place to express or feed

Where practicable, the Employer will also provide a comfortable place, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public, which may be used by an Employee to express breast milk or breastfeed a child in privacy.

74.3 Storage

Appropriate refrigeration for breast milk storage will be available in proximity to the place provided to express or feed. Responsibility for labelling, storage and use lies with the Employee.

75. EMPLOYEE RIGHT TO DISCONNECT

75.1 This clause 75 provides for the exercise of an Employee's right to disconnect under section 333M of the Act.

NOTE:

(a) Section 333M of the Act provides that, unless it is unreasonable to do so, an Employee may refuse to monitor, read or respond to contact, or attempted contact, from:

(1) their Employer outside of the Employee's working hours,

(2) a third party if the contact or attempted contact relates to, their work and is outside of the Employee's working hours.

(b) Section 333M(3) of the Act lists matters that must be taken into account in determining whether an Employee's refusal is unreasonable.

(c) Section 333M(5) of the Act provides that an Employee's refusal will be unreasonable if the contact or attempted contact is required under a law of the Commonwealth, a State or a Territory.

(d) Section 333N of the Act provides for the resolution of disputes about whether an Employee's refusal is unreasonable and about the operation of section 333M of the Act.

(e) The general protections in Part 3-1 of the Act prohibit an Employer taking adverse action against an Employee because of the Employee's right to disconnect under section 333M of the Act.

75.2 An Employer must not directly or indirectly prevent an Employee from exercising their right to disconnect under the Act.

75.3 Sub-clause 75.2 does not prevent an Employer from requiring an Employee to monitor, read or respond to contact, or attempted contact, from the Employer outside of the Employee's working hours where:

- (a) the Employee is being paid the on-call allowance under sub-clause 71.1; and
- (b) the Employer's contact is to notify the Employee that they are required to attend or perform work or give other notice about the on-call.

75.4 Sub-clause 75.2 does not prevent an Employer from contacting, or attempting to contact, an Employee outside of the Employee's working hours in circumstances including to notify them of:

- (a) a roster change under sub-clause 62.6; or
- (b) a recall to work under clause 71.

76. OCCUPATIONAL HEALTH AND SAFETY

76.1 The Parties to this Agreement are committed to a pro-active approach in the prevention and management of workplace injuries amongst Employees, and to the achievement of a reduction in workplace injuries through the implementation of risk management systems incorporating hazard identification, risk assessment and control, and safe work practices. The Employer will implement the hierarchy of controls to control hazards and will eliminate the hazard at the source wherever practicable.

76.2 The Parties are committed to the observance of safe working practices, the correct use of personal safety equipment and to the safety and good health of Employees.

76.3 The provisions of this clause 76 will be read and interpreted in conjunction with the OHS Act and the *Accident Compensation Act 1985* (Victoria) as varied from time to time, provided that where there is any inconsistency between a provision of this Agreement and the aforementioned Victorian Acts, the Victorian Acts will prevail to the extent of any inconsistency.

76.4 The Parties recognise that consultation with Employees and their representatives is crucial to achieving a healthy and safe work environment for Employees. The Parties recognise that Employers and Employees must cooperate to control and manage health and safety hazards in the workplace. Hazards include, but are not exclusive to:

- (a) manual handling;
- (b) blood borne and other infectious diseases;
- (c) needle stick injuries;
- (d) violence and aggression;
- (e) hazardous substances; and
- (f) security.

76.5 The Employer is committed, in consultation with the Union, to the development and maintenance of appropriate practices and protocols for Employees working in extreme heat, consistent with the duty of care provided for in the OHS Act.

76.6 The Parties agree that the Unions will negotiate Designated Work Groups and conduct elections for Health and Safety Representatives in accordance with the provisions of the OHS Act.

76.7 Designated Work Groups

- (a) Where Union members constitute the majority of the workforce within a designated work group, the Employer will maintain a system of agreed designated work groups (DWGs) with the Union.
- (b) The Employer will consult with Employees in relation to the establishment variation of designated work groups and, where an Employee requests, the Union.
- (c) In determining the composition of DWGs, the following considerations will, where practicable, be taken into account:
 - (i) the specific needs, conditions and hazards affecting Employees in the area(s) concerned;
 - (ii) the working arrangements, including shiftwork, of Employees in the area(s) concerned;
 - (iii) the accessibility of health and safety representatives to Employees in the area(s) concerned; and
 - (iv) the geographical layout of the workplace.

76.8 Health and Safety Representative Election Process

The method of conducting the election will be determined in consultation with the Employer and Employees of the DWG concerned. Where the majority of Employees of a DWG are members of the Union, the Union will, where requested by the staff, conduct the election.

76.9 Health and Safety Representative Training

- (a) When attending an approved course, health and safety representatives will be paid their normal/expected earnings during course attendance, including pay entitlements relating to shift work, regular overtime, higher duties, allowances or penalty rates that would have applied had the health and safety representative been at work.
- (b) Where health and safety representatives attend an approved course outside their normal working hours, they will be paid as if they had been at work for the relevant time, including the relevant overtime rates, higher rates, allowances or penalty rates. This might apply when a health and safety representative:
 - (i) normally works two (2) days a week attends a block five (5)day course;
 - (ii) has a rostered day off during the course; and
 - (iii) has a shift that does not overlap, or overlaps only marginally, with the course's hours.
- (c) Rosters or shifts will be altered where necessary to ensure that health and safety representatives are not exposed to extra risks from fatigue due to working extended hours or shiftwork while attending a training course.
- (d) The Employer will pay course fees for selected approved courses.
- (e) Health and safety representatives will have the right to choose which course to attend, provided it is an approved course.

- (f) The Employer will provide such information, instruction and training to all Employees employed by the Employer, as is required to enable them to perform work in a manner, which is safe and minimises risks to health. Information, education and training will be provided on a regular basis as is required to enable Employees to remain informed in relation to health and safety hazards, policies and procedures.

76.10 Reporting Incidents, Accident Investigation and Prevention

- (a) The Employer will encourage early reporting of incidents by Employees and ensure that Employees who report incidents are appropriately supported. This will include appropriate time from regular duties to report, and administrative assistance in filling out forms (whether on paper or online). Affected Employees will have access to any report prepared under this sub-clause 76.10.
- (b) Following an incident or injury affecting staff, the Employer will take appropriate action to prevent further injury to staff, including conducting a worksite assessment where practicable and implementing workplace modifications to ensure a healthy and safe work environment for staff.
- (c) The Employer will provide information, instruction and training to Employees and management staff regarding the importance of early reporting, procedures regarding incident reporting and how this feeds into accident investigation and prevention.

76.11 Workers Compensation, Rehabilitation and Return to Work

- (a) The Employer is committed to the principles of early intervention such as to facilitate the effective occupational rehabilitation of Employees.
- (b) The Employer will appoint a Return to Work Coordinator who will have sufficient knowledge of occupational rehabilitation legislation, regulations and guidelines to undertake the task.
- (c) Employees will have the right to have a Union representative present at any interview arranged by their Employer regarding their return to work or rehabilitation, including monitoring or review of their return-to-work program. When arranging such interviews, the Employer will advise the Employee that they may have a Union representative present. The Employer will, where practicable, provide to the Employee at least seven (7) days' notice of such interviews occurring.
- (d) The Employer will not seek to change the Employee's duties, hours or other aspects of the Employee's employment or return to work plan without consulting with the Employee. A representative of the Union may be involved in any negotiations or discussions regarding any such proposed changes, at the request of the Employee.
- (e) The Employer or insurer may pay for any re-training or re-education, which is required to assist the Employee to remain at work or return to work in suitable employment in accordance with guidelines issued by the Victorian WorkCover Authority to its agents. Approval for such re-training or re-education may be requested by the Employee, their treating practitioner, or any other Victorian WorkCover Authority approved service provider, individual or agency, on behalf of the Employee.

- (f) Where it has been established that an Employee has a permanent injury or condition which prevents them returning to their pre-injury employment, the Employer will ensure that the Employee is advised of all vacancies as they become available.
- (g) At the request of the Employee, the Employer will notify the Union before any action is taken to terminate, permanently redeploy, permanently relocate or otherwise permanently change the employment status of an injured Employee, and will consult with the Union, the Employee, the rehabilitation provider, and the treating doctor, to determine all possible options for rehabilitation, return to work, including vocational assessment, retraining and re-education, prior to such action being taken.

PART 7 – LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

Unless otherwise stated in the relevant clauses in this Agreement (for example, annual leave), the general rule is that leave does not accumulate from year to year and/or is not paid out on termination (for example, study leave).

77. PUBLIC HOLIDAYS

77.1 Entitlement to be absent on a public holiday

- (a) An Employee is entitled to be absent from their employment on a day or part-day that is a public holiday in the place where the Employee is based for work purposes.
- (b) However, an Employer may request an Employee to work on a public holiday if the request is reasonable.
- (c) If an Employer requests an Employee to work on a public holiday, the Employee may refuse the request if:
 - (i) the request is not reasonable; or
 - (ii) the refusal is reasonable.
- (d) In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:
 - (i) the nature of the Employer's workplace or enterprise (including its operational requirements), and the nature of the work performed by the Employee;
 - (ii) the Employee's personal circumstances, including family responsibilities;
 - (iii) whether the Employee could reasonably expect that the Employer might request work on the public holiday;
 - (iv) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday;
 - (v) the type of employment of the Employee (for example, whether full-time, part-time, casual or shiftwork);
 - (vi) the amount of notice in advance of the public holiday given by the Employer when making the request;

- (vii) in relation to the refusal of a request – the amount of notice in advance of the public holiday given by the Employee when refusing the request; and
- (viii) any other relevant matter.

77.2 Meaning of public holiday

- (a) The public holidays to which this clause 77 applies are the days determined under the NES or Victorian legislation as public holidays (including substituted or additional days).
- (b) The list of public holidays that apply under the NES and Victorian legislation as at 7 October 2024 are in sub-clauses 77.2(c) and (d).
- (c) Employees are entitled to the following public holidays:
 - (i) 1 January (New Year’s Day);
 - (ii) the Monday after 1 January (New Year's Day) when New Year's Day is a Saturday or Sunday;
 - (iii) 26 January (Australia Day) or the Monday after Australia Day when Australia Day is a Saturday or Sunday;
 - (iv) the second Monday in March (Labour Day);
 - (v) Good Friday;
 - (vi) the Saturday before Easter Sunday (Easter Saturday);
 - (vii) Easter Sunday;
 - (viii) Easter Monday;
 - (ix) 25 April (ANZAC Day);
 - (x) the second Monday in June (the day on which the anniversary of the birthday of the Sovereign is observed);
 - (xi) the Friday before the Australian Football League (AFL) Grand Final;
 - (xii) the first Tuesday in November (Melbourne Cup Day);
 - (xiii) 25 December (Christmas Day);
 - (xiv) the Monday after Christmas Day when Christmas Day is a Saturday or the Tuesday after Christmas Day when Christmas Day is a Sunday
 - (xv) 26 December (Boxing Day); and
 - (xvi) the Monday after 26 December (Boxing Day) when Boxing Day is a Saturday or the Tuesday after Boxing Day when Boxing Day is a Sunday.
- (d) Where in the State or Locality, public holidays are declared or prescribed on days other than those set out in sub-clause 72.2(c)above, those days will constitute additional holidays for the purposes of this Agreement.

77.3 Substitution of Public Holiday Days

- (a) The option for the substitution of Public Holidays only applies to Australia Day, Labour Day, Anzac Day, King’s Birthday and the Friday before the AFL Grand Final. All other public holidays (e.g. New Years Day, Good Friday, Melbourne Cup etc) are unable to substituted.

(b) Where a public holiday specified in sub-clause 77.3(a) falls on an Employee's standard working day, the Employee and Merri Health may agree to:

- (i) substitute another day for a day that would otherwise be a public holiday; or
- (ii) substitute another part-day for a part-day that would otherwise be a part-day public holiday;

provided it meets the operation needs of the Employees work area and the criteria at sub-clause 77.3(c) is met.

(c) **Criteria**

- (i) Applications to substitute a public holiday for another day are made in writing at least four (4) weeks in advance of the date on which the public holiday or the substituted day befalls, whichever occurs earlier;
- (ii) The Employee has a hybrid working agreement in place and is able to safely undertake their work from home;
- (iii) The Employee has sufficient non client interacting work to complete on the day to be substituted;
- (iv) Clients are not disadvantaged due to the arrangement; and
- (v) the Employer can meet their operational requirements and provide sufficient coverage onsite on the substituted day.

(d) Where the Employer agrees to the substitution of a declared public holiday, the Employee must report for work on the declared public holiday and will be entitled to a day off without loss of pay on the substituted day. Work performed on the declared public holiday will be paid at the Employee's ordinary rate of pay and any penalty rates that would usually apply to work performed on a declared public holiday do not apply.

(e) If an Employee is, due to exceptional circumstances, required by the Employer to work on the day that has been substituted for the public holiday in accordance with sub-clause 77.3 the Employee will be paid for work on the substitute day in accordance with sub-clause 77.4 or where agreed by the Employee given an alternative substitute day.

(f) Individual agreement between an Employee and the Employer to substitute a public holiday will be recorded via an Individual Flexibility Agreement.

(g) The approved Individual Flexibility Agreement will remain valid for a 12-month period from the effective date.

77.4 **Payment for work on public holiday**

(a) **Full time and Part Time Employees**

- (i) Full time and part time Employees will be at the rate of double time and one half (250%) for ordinary hours on a public holiday; or
- (ii) where mutually agreed, the Employee may receive ordinary rate of pay for the time so worked (100%) plus either:
 - A. time off equivalent to one and one half times the hours worked – within four (4) weeks of the public holiday; or

B. one and one half times the hours worked added to the Employee's annual leave.

(b) **Casual Employees**

Refer to sub-clause 21.2.

(c) **Minimum Payment**

A minimum four (4) hours payment is required for public holiday ordinary hours worked.

77.5 Payment for Rostered Day(s) Off/Non-Working days – Monday to Friday Public Holidays (Full-Time Employees only)

(a) If a Monday to Friday public holiday falls on the Full-Time Employee's rostered day off/non-working day, the Employee will be entitled to one (1) ordinary day's pay (100%) or where mutually agreed:

(i) the Employee may take one (1) day off within four (4) weeks of the public holiday; or

(ii) have one (1) day added to the Employee's annual leave.

(b) In determining whether a full-time Employee who works a rotating or variable ordinary hours is entitled to receive one (1) day's ordinary rate of pay for a particular public holiday not worked, the Employer will review the roster pattern of the individual over the preceding six (6) months. If the rosters show that the Employee has worked 50% or more of the days on which a particular public holiday falls, the Employee will be entitled to receive one (1) day's ordinary rate of pay for that public holiday.

77.6 Payment for absence on public holiday in accordance with the NES

If an Employee is absent from their employment on a day or part-day that is a public holiday in accordance with the NES, the Employer must pay the Employee at the Employee's ordinary rate of pay for the Employee's ordinary hours of work on the day or part-day.

77.7 Public holidays and Accrued Days Off

Where a Full-time Employee's accrued day off falls on a public holiday, another day will be determined by the Employer to be taken in lieu thereof, within the same 4-week cycle (where practicable).

77.8 Public holidays and part-time Employees

(a) Subject to sub-clause 77.8(b), a part-time Employee who is not ordinarily required to work on the day on which a public holiday is observed will not be entitled to payment for such public holiday unless they are required to work on that day.

(b) In determining whether a part-time Employee who works a rotating or variable ordinary hours is entitled to receive one day's (100%) ordinary rate of pay for a particular public holiday not worked, the Employer will review the roster pattern of the individual over the preceding six (6) months. If the rosters show that the Employee has worked 50% or more of the days on which a particular public

holiday falls, the Employee will be entitled to receive one (1) day's ordinary rate of pay for that public holiday.

78. WELLBEING DAY

This clause 78 does not apply to Casual Employees.

78.1 Employees who are engaged on a full-time or part-time basis who are ordinarily required to work ordinary hours on the Monday immediately prior to Melbourne Cup Day will be provided one (1) day leave without loss of pay.

78.2 An Employee, other than a casual, who performs work on the Monday immediately prior to Melbourne Cup will receive time off in lieu equivalent to the hours worked on that day. Time off in lieu must be taken within four (4) weeks of accrual.

79. ANNUAL LEAVE

This clause 79 does not apply to Casual Employees.

79.1 Basic entitlement

(a) An Employee is entitled to five (5) weeks annual leave for each year of service with the Employer from the first full pay period commencing on or after commencement of this Agreement.

(b) An Employee's annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accrues from year to year.

79.2 Additional Week of Annual Leave

(a) The NES provides that an Employee who is defined as a **Shiftworker** under this sub-clause 79.2 is entitled to an additional week of annual leave on the same terms and conditions.

(b) For the purposes of the NES, an **Shiftworker** is an Employee who:

(i) works for more than four (4) ordinary hours on ten (10) or more weekends; or

(ii) is regularly rostered to work Sundays and public holidays;

and in accordance with the NES such an Employee is entitled to an additional week of annual leave on the same terms and conditions.

79.3 Taking of annual leave

(a) Annual leave will be taken at a time or times as agreed between the Employer and Employee. The Employer must not unreasonably refuse to agree to a request by the Employee to take paid annual leave (including requests for single day absences).

(b) An Employee can request annual leave be taken in hourly fractions for part-day periods.

(c) The Employer will respond to an Employee's request for a period of annual leave as soon as practicable and within 8 weeks, having regard to the circumstances surrounding the leave request, including the period within which the leave is sought.

- (d) The Employer and an Employee may agree to defer the payment of annual leave loading in respect of single day annual leave absences until at least five (5) annual leave days are taken by the Employee.
- (e) The Employer will endeavour for annual leave to be equitably distributed between Employees during peak period requests (such as Christmas, Easter, adjoining public holidays, school holidays etc). In doing so, regard will be had in relation to past approved leave during these peak request times.

79.4 Payment for annual leave

- (a) If an Employee takes a period of paid annual leave, the Employer must pay the Employee their ordinary rate of pay for the period of leave so taken during the ordinary pay cycle (unless otherwise agreed).
- (b) **Ordinary rate of pay**, for the purposes of this clause 79, will mean ordinary rate of pay and over Agreement payments (if any) for the Employee's ordinary hours that would have been worked during the period of leave taken. Where an Employer cannot determine what would have been worked by the Employee (for example, they do not have standard ordinary hours), the Employer must utilise the greater of:
 - (i) the ordinary hours in the pay period applicable to when the leave was taken by Employee; or
 - (ii) the average of ordinary hours in the three (3) pay periods prior to when the leave was taken.

79.5 Payment of Annual Leave on Termination

Subject to sub-clause 79.7, when the employment of an Employee ends and the Employee has an accrued annual leave entitlement, the Employer must pay the Employee the amount that would have been payable to the Employee had they taken the period of accrued annual leave (including leave loading).

79.6 Annual Leave Loading

In addition to the ordinary rate of pay as described in sub-clause 79.4, Employees will receive the greater of:

- (a) the following:
 - (i) Shift work allowances (clause 46) and Saturday and Sunday penalty rates (clause 65); and
 - (ii) in-charge allowance for Health and Allied Services Employees only (clause 56); or;
- (b) annual leave loading equal to 17.5% of the ordinary rate of pay.

79.7 Annual leave in advance

- (a) The Employer may allow an Employee to take annual leave in advance before the right to it has accrued.
- (b) Where an Employee remains in annual leave debt upon termination, such amount (including any leave loading paid) may be deducted from any amounts otherwise payable to the Employee upon termination of the employment.

79.8 **Cashing out of annual leave**

- (a) Where an Employee has accrued annual leave in excess of four (4) weeks, then by mutual written agreement the Employer may pay the annual leave in excess of four (4) weeks to the Employee as a one-off cash payment. Each cashing out of annual leave must be by a separate agreement.
- (b) An agreement under this sub-clause 79.8 must not result in the Employee's remaining accrued entitlement to paid annual leave being less than four (4) weeks.
- (c) The Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone (including superannuation contributions and annual leave loading as applicable).

79.9 **Personal/Carer's, compassionate & Family Violence leave entitlement during annual leave**

- (a) Where an Employee qualifies for Personal/Carer's, Compassionate Leave, or Family Violence Leave under clauses 82, 84 or 92 of this Agreement whilst on Annual Leave and, if requested by the Employer, provides a certificate of a registered health practitioner or other evidence that would satisfy a reasonable person, then the number of days specified in the certificate or evidence will be deducted from any Personal, Compassionate or Family Violence Leave entitlement standing to the Employee's credit, and will be re-credited to their Annual Leave entitlement.
- (b) The amount of Annual Leave loading received for any period of Annual Leave converted to Personal/Carer's Leave, Compassionate Leave or Family Violence Leave in accordance with sub-clause 79.6 will be deducted from any future entitlement to Annual Leave loading, or from termination pay (if applicable).

79.10 Where a public holiday occurs during a period when an Employee is on annual leave, the Employee is taken not to be on annual leave on that public holiday.

80. EXCESSIVE LEAVE/TIME IN LIEU MANAGEMENT

This clause 80 does not apply to Casual Employees.

80.1 **General Provisions**

- (a) This clause 80 contains provisions, additional to the NES and clause 73 – Annual Leave, that deal with the taking of paid annual leave or time in lieu (for part-time Employees in accordance with sub-clause 20.6) to deal with the accrual of excessive paid annual leave or time in lieu.
- (b) An Employee is deemed to excessive accruals where the Employee has accrued:
 - (i) for annual leave;
 - A. more than 10 weeks paid annual leave; or
 - B. more than 12 weeks paid annual leave for Employees who are entitled to the Additional Week's Annual Leave at sub-clause 79.2; and
 - (ii) for time in lieu, more than 38 hours.

- (c) If an Employee has an excessive accrual, the Employer or the Employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive accrual.
- (d) The Employer will not unreasonably refuse to agree to an annual leave reduction plan which includes saving leave for an extended vacation within 18 months of the date of agreement to the leave reduction plan. The agreement is to be in writing and signed by both the Employer and the Employee

80.2 Direction to take Excessive Accruals

- (a) If the Employer has genuinely tried to reach agreement with an Employee, but agreement is not reached (including because the Employee refuses to confer), the Employer may direct the Employee in writing to take one or more periods annual leave or time in lieu provided that:
 - (i) the Employee cannot be directed to reduce the excessive accruals to less than ten (10) weeks for annual leave and one day for time in lieu;
 - (ii) the Employer cannot require an Employee to take any period of paid annual leave of less than one (1) week and three (3) days for time in lieu;
 - (iii) the Employer cannot require the Employee to take a period of paid annual leave or time in lieu beginning less than four (4) weeks or more than twelve (12) months after the direction is given; and
 - (iv) the direction must not be inconsistent with any leave arrangement agreed by the Employer and Employee.
- (b) For the purpose of this sub-clause 80.2, for the time in lieu accruals, one (1) day is equivalent to the ordinary hours of a day the Employee typically works.
- (c) Where the Employer issues a direction to the Employee to take excessive accruals in accordance with this clause 80, the Employee must take the excessive accruals in accordance with that direction.

80.3 Disputes regarding excess accruals

Without limiting the Dispute Resolution Procedure of the Agreement, either an Employee or Employer (or their representative/s) may refer a dispute about the following matters to the Commission:

- (a) a dispute about whether the Employer or Employee has requested a meeting and genuinely tried to reach agreement;
- (b) a dispute about whether the Employer has unreasonably refused to agree to a request by the Employee to take paid annual leave; and
- (c) a dispute about whether a direction to take excessive accruals complies with this clause 80.

81. PURCHASED LEAVE

This clause 81 does not apply to Casual Employees.

- 81.1 Employees may purchase additional leave, with the agreement of the Employer.

81.2 Employees may purchase up to eight (8) weeks additional leave per year and, with the agreement of the Employer, work between 44 and 51 weeks per year. Approval rests with the Employer, who may legitimately take into account operational needs and work requirements. Agreement will not be unreasonably withheld.

81.3 Dependent on the agreed reduction in the number of working weeks, the Employee will receive additional leave as follows:

Period Worked	Additional weeks' leave
44/52 weeks	8 weeks
45/52 weeks	7 weeks
46/52 weeks	6 weeks
47/52 weeks	5 weeks
48/52 weeks	4 weeks
49/52 weeks	3 weeks
50/52 weeks	2 weeks
51/52 weeks	1 weeks

81.4 Where an Employee applies for additional leave pursuant to this clause 81 the Employer will respond to such application within four (4) weeks.

81.5 Where the Employer and Employee agree to a reduction in the number of working weeks, the Employee will receive a wage rate equal to the period worked but spread over a 52-week period. Accrual of personal/carer's leave and long service leave will be unaffected by these arrangements.

81.6 The approval of purchased leave arrangements for individual Employees will be subject to annual application and approval by the Employer.

81.7 An Employee may revert to ordinary 52-week employment by giving the Employer no less than four (4) weeks written notice.

81.8 Where an Employee so reverts to 52-week employment, appropriate pro-rata wage rate adjustments will be made.

81.9 An Employee must use all accrued purchased leave within twelve (12) months of commencing the purchased leave arrangement.

81.10 Where the Employee's employment terminates, deductions made for Purchased Leave not yet taken will be repaid.

81.11 Where the Employee's employment terminates and the amount of purchased leave taken exceeds the amount deducted, the Employer may deduct a sum equal to the negative balance from any remuneration payable to the Employee upon termination of employment.

82. PERSONAL/CARER'S LEAVE

This clause 82 does not apply to Casual Employees.

82.1 The Employer recognises the importance of Carer's within the community and as part of our commitment to supporting these Employees, by expanding the scope of "immediate family member" under the definitions sub-clause 3.18 for the purposes of personal/carer's leave to be inclusive of Carers to enable them to access personal leave.

82.2 The **definition for carer** (under the Commonwealth Government's *Carer Recognition Act 2010* (Cth)) is an Employee who gives care and support to another person who:

- (a) has a disability;
- (b) has a medical condition (terminal or chronic illness);
- (c) has a mental illness; or
- (d) is frail because they are old (known as 'frail and aged'.)

An Employee is not considered to be a carer if they are employed to look after someone, if they work as a volunteer for an organisation, or if they are doing work experience as part of a course.

82.3 Amount of paid personal/carer's leave

- (a) Paid personal/carer's leave will be available to an Employee when they are absent because of:
 - (i) a personal illness or injury;
 - (ii) an illness or injury affecting an immediate family or household member who requires the Employee's care or support; or
 - (iii) an unexpected emergency affecting an immediate family or household member.
- (b) Employees will accrue personal/carer's leave as follows:
 - (i) 12 days (91.2 hours) in the first year of service;
 - (ii) 14 days (106 hours and 24 minutes) in the second, third and fourth year of service; and
 - (iii) 21 days (159 hours and 36 minutes) in each subsequent year of service.
- (c) An Employee's entitlement accrues progressively during a year of service according to the Employee's ordinary hours of work and unused personal/carer's leave accumulates from year to year.
- (d) Employers recognise the right of Employees to utilise personal/carer's leave in accordance with this clause 82 and will not adopt systems or practices intended to discourage the legitimate exercise of that right by Employees, such as unreasonably questioning Employee's about their use of personal/carer's leave. For the avoidance of doubt, nothing in this sub-clause 82.3(d) precludes an Employer from asking for notice and/or evidence in accordance with this clause 82.

82.4 Leave to attend registered health practitioner appointments

Where an Employee is absent from duty on account of attending a registered health practitioner for an appointment but are still fit for duty, the Employee will be granted personal/carer's leave entitlements, subject to the following requirements:

- (a) the leave should be taken where it is unreasonable, given the circumstances, to arrange the appointment outside of the Employees working hours;
- (b) the personal/carer's leave provided will only cover the duration of the appointment and reasonable travelling time;
- (c) approval for the appointment must occur prior to accessing the leave and is subject to the evidence requirements for personal/carer's leave; and
- (d) the Employee will also endeavour to arrange the appointment, where possible, at either the start or end of their ordinary hours.

82.5 Employee must give notice

- (a) Employees must give the Employer notice of the taking of personal/carer's leave.
- (b) The notice:
 - (i) must be given to the to the Employer as soon as practicable (which may be a time after the leave has started); and
 - (ii) must advise the Employer of the period, or expected period, of the leave.
- (c) The Employer must provide and inform Employees of a procedure for the notification by Employees of their inability to attend work under this clause 82. All such notifications shall be registered, detailing the time and name of the Employee.
- (d) Where an Employee intends to use personal/carer's leave for the purpose of a planned medical procedure, notice must be provided to the Employer as soon as practicable, providing as much notice as possible. Where it can be so arranged, notice will be provided in advance of the issuing of the fortnightly roster.

82.6 Evidence supporting claim

- (a) Unless sub-clause 82.6(b) applies, the Employer may require the Employee to provide evidence that would satisfy a reasonable person (including a medical certificate or statutory declaration) to support the taking of personal/carer's leave, provided that:
 - (i) an Employee may be absent for the reasons specified in this clause 82 for one (1) day without furnishing evidence on not more than five (5) occasions in any one year of service.
- (b) Where the personal/carer's leave is taken by the Employee on a day that where agreed additional ordinary hours are applicable, a medical certificate must be provided.
- (c) Where relevant, for carer's leave, the evidence may require the nature of the emergency and that such emergency resulted in the person concerned requiring care or support by the Employee.

82.7 An Employee is not entitled to personal/carer's leave under this clause 82 unless they have complied with the relevant notice and evidence requirements.

82.8 Absence on public holidays

If the period during which an Employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid personal/carer's leave on that public holiday.

82.9 Unpaid personal/carer's leave

- (a) Where an Employee has exhausted all paid personal/carer's leave entitlements, the Employee is entitled to take unpaid carer's leave to provide care and support in the circumstances outlined in sub-clauses 82.3(a)(ii) and (iii). The Employer and the Employee will agree on the period. In the absence of agreement, the Employee is entitled to take up to two (2) days' unpaid carer's leave per occasion.
- (b) The Employer will not terminate the employment of an Employee during any period of personal/carer's leave with the object of avoiding their obligations under this sub-clause 82.9.

82.10 Portability of Personal/Carer's Leave

An Employee who is employed by a Registered Community Health Centre under the *Health Services Act 1988* (Vic) who transfers to the Employer can transfer five (5) days personal/carer's leave where:

- (a) the break between employment is no more than five (5) weeks; and
- (b) the Employee provides the Employer with a certificate of service within two (2) weeks of starting employment.

83. CASUAL EMPLOYEES – CARING RESPONSIBILITIES

83.1 Casual Employees are entitled to be unavailable to attend work or to leave work:

- (a) if they need to care or support members of their immediate family or household who are sick or injured and require care or support, or who require care or support due to an unexpected emergency; or
- (b) birth of a child where the Casual Employee is not entitled to parental leave in accordance with clause 82.

83.2 The Employer and the Employee will agree on the period for which the Employee will be entitled to be unavailable to attend work. In the absence of agreement, the Employee is entitled to not be unavailable to attend work for up to two (2) days per occasion. The Casual Employee is not entitled to any payment for the period of non-attendance.

83.3 The Employer may require the Casual Employee provide satisfactory evidence to support the taking of this leave in accordance with the notice and evidence requirements in sub-clause 82.5 and 82.6 (personal/carer's leave).

83.4 The Employer must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause 83. The rights of the Employer to engage or not engage a Casual Employee are otherwise not affected.

84. COMPASSIONATE LEAVE

This clause 84 applies to Casual Employees but is unpaid.

84.1 Full-time and part-time Employees are entitled to five (5) days paid compassionate leave per occasion when:

- (a) 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 their life;
 - (ii) sustains a personal injury that poses a serious threat to their life; or
 - (iii) dies; or
- (b) a child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive; or
- (c) the Employee, or the Employee's spouse or de facto partner, has a miscarriage;
- (d) the Employee, or the Employee's previous spouse or de facto partner, has a miscarriage (that would have been the Employee's biological child).

84.2 Compassionate leave does not have to be taken consecutively.

84.3 After a full-time and part-time Employee has exhausted their paid compassionate leave for a particular occasion, the Employer will not unreasonably refuse approval of other unpaid compassionate leave or other paid leave available under this Agreement.

84.4 The Employer may require the Employee to provide evidence that would satisfy a reasonable person to support the taking of compassionate leave.

84.5 A Casual Employee is also entitled to compassionate leave under this clause 84, however it is unpaid.

85. LONG SERVICE LEAVE

Note: All Employees are entitled to Long Service Leave under this Agreement. However, where a Dental/Oral Health Employee or Social and Community Services Employee does not have an entitlement to take Long Service Leave under this Agreement at that particular point in time (for example, they do not have the required continuous service threshold), the Employee will be entitled to Long Service Leave under the Long Service Leave Act 2018 (Vic) (Victorian LSL Legislation). Any Long Service Leave taken or paid out on termination of employment under the Victorian LSL Legislation is deemed to have been taken under this Agreement and vice versa, this is to ensure there is no double benefit to payment for Long Service Leave already taken or paid on termination of employment under the NES or Victorian LSL Legislation.

For Dental Assistants, Health and Allied and Management and Administrative Employees, the Victorian LSL Legislation does not apply in any case.

85.1 Entitlement

- (a) An Employee will be entitled to long service leave with pay, in respect of continuous service with the Employer or service Institutions or Statutory Bodies (as defined below), in accordance with the provisions of this clause 85.
- (b) The amount of long service leave will be, on the completion by the Employee of fifteen years' continuous service, six (6) months' long service leave and thereafter an additional two (2) months' long service leave on the completion of each additional five (5) years' service;
- (c) The entitlement in sub-clause 85.1(b) can be taken by an Employee, on a pro-rata basis (one-thirtieth the period of continuous service) if the Employee has accrued continuous service of at least:
 - (i) nine (9) years from commencement of this Agreement;
 - (ii) eight (8) years from 1 August 2025; and
 - (iii) seven (7) years from 1 August 2026.
- (d) **Entitlement on Termination of Employment**

An Employee will receive from the Employer payment in lieu of untaken long service leave upon termination of employment (calculated at one-thirtieth of the period of continuous service), including upon the death of the Employee (in which case payment will be made to the Employee's personal representative) if, as at the termination date the Employee has accrued the continuous service required at sub-clause 85.1(c).

85.2 Service entitling to leave

- (a) Subject to this clause 85 the service of an Employee of an Institution or Statutory Body will include service for which long service leave or payment in lieu has not been received in one or more Institutions including Statutory Bodies directly associated with such Institutions or Institution for the periods required by sub-clause 85.1(a).
- (b) Prior to commencement of employment, the Employer will confirm with the prospective Employee whether there is service for the purposes of Long Service Leave to be recognised under clause 85. Where entitlements are unclear, confirmation will occur as soon as possible following clarification.
- (c) When calculating the total continuous service entitling to leave, any period of employment with any one of the Institutions or Statutory Bodies of less than six (6) months' duration will be disregarded.
- (d) For the purposes of this clause 85 service will be deemed to be continuous (that is such periods will count as part of the period of service) notwithstanding:
 - (i) the taking of any paid leave (including annual leave, personal/carer's leave, or long service leave) (excluding paid parental leave – refer to sub-clause 85.2(d)(vii));
 - (ii) any unpaid absence from work of not more than fourteen days in any year on account of illness or injury;
 - (iii) any interruption or ending of the employment by the Employer 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 from employment on defence service in accordance with section 8 of the *Defence Reserve Service (Protection) Act 2001* (Cth);
 - (v) 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 42 (Accident Pay);
 - (vi) any unpaid leave of absence of the Employee where the absence is authorised in advance in writing by the Employer to be counted as service;
 - (vii) from the 19 May 2022, any paid or unpaid absence from work by an Employee in respect of parental leave of up to 12 months per birth or adoption;
 - (viii) in respect of Casual Employees, periods of Continuous Casual Employment with an Employer, Statutory Body or Institution.
- (e) In calculating the period of continuous service, any interruption or absence due to circumstances in this sub-clause 85.2(e) will not break the continuity of service of an Employee but will not be counted as part of the period of service unless it is so authorised in writing by the Employer:
- (i) any interruption arising directly or indirectly from an industrial dispute;
 - (ii) any period of absence from employment between the engagement with one of the said Institutions, or Statutory Body or another provided it is less than the Employee's Allowable Period of Absence from employment.

Provided that the Allowable Period of Absence will be five (5) weeks in addition to the total period of paid annual and/or personal/carer's leave which the Employee actually receives on termination or for which they are paid in lieu;
 - (iii) 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;
 - (iv) any absence from work of an Employee in respect to any pregnancy or adoption not covered by sub-clause 85.2(d)(vii); and
 - (v) any other absence of an Employee by leave of the Employer, or on account of injury arising out of or in the course of their employment not covered by sub-clause 85.2(d)(v).
- (f) The onus of proving a sufficient aggregate of service to support a claim for any long service leave entitlement will at all times rest upon the Employee concerned. A certificate in the following or similar form will constitute acceptable proof:

CERTIFICATE OF SERVICE

[Name of Institution] [date]

This is to certify that [Name of Employee] has been employed by this institution/society/board for a period of [years/months/etc.] from [date] to [date].

Outlined below are the full details of paid or unpaid leave or absences including periods represented by payment made in lieu of leave on termination.

.....

The full details of long service leave granted during service or on termination:

.....
Signed.....[Stamp of Institution]

- (g) Every Employer will keep or cause to be kept a long service leave record for each Employee, containing particulars of service, leave taken, and payments made.
- (h) Upon request by an Employee who is entitled to Long Service Leave in accordance with this clause 85, an Employer must provide to the Employee a Certificate of Service in accordance with sub-clause 85.2(f) or a similar form if the Employee continues to be employed as a Casual Employee by the Employer. Service an Employee had with an Employer that counts as service for the purposes of the long service leave entitlement in this clause 85 will not count as service with the first Employer for the purposes of the Employee's casual long service leave entitlement.

Example 1:

An Employee resigns after 10 years' service with Employer A. The Employee elects under sub-clause 85.4(b) to not receive payment in lieu of the four (4) months Long Service Leave (LSL) that has accrued. Within the allowable period (as defined above), the Employee commences employment with Employer B and provides a certificate of service to Employer B indicating they have 10 years' service. After five (5) years' service with Employer B, the Employee wishes to take LSL. As the Employee has 15 years' service with Employer B for the purposes of LSL (10 years of which is service that was accrued with Employer A) the Employee is entitled to take six (6) months LSL.

Example 2:

An Employee resigns after seven (7) years' part-time service with Employer A. The Employee remains a casual Employee with Employer A. The Employee requests a Certificate of Service in accordance with sub-clause 85.2(f) above or a similar form from Employer A, which is provided to the Employee.

Within the allowable period (as defined above), the Employee commences full-time employment with Employer B and provides the Certificate of Service provided to them by Employer A to Employer B indicating they have seven (7) years' service.

After two (2) years' service with Employer B, the Employee wishes to take LSL. As the Employee has nine (9) years' service with Employer B for the purposes of LSL (seven (7) years of which is service that was accrued with Employer A) the Employee is entitled to access long service leave in accordance with sub-clause 85.1(c)(i).

The seven (7) years of service the Employee had at Employer A will not count as service for the Employee's casual entitlement to long service leave with Employer A. For the avoidance of doubt, in this scenario the service that counts under the Agreement for Employer A has been transferred to Employer B and is no longer applicable at Employer A, subject to a subsequent transfer of service back to Employer A.

85.3 **Payment for period of leave**

- (a) 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;
 - (ii) at the same time as payment would have been made if the Employee had remained on duty; or
 - (iii) in any other way agreed between the Employer and the Employee.
- (b) 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.
- (c) **Social and Community Services Employees Only**
 - (i) SACS Employees may have an entitlement to a long service leave payment under this Agreement and the Long Service Benefits Portability Act 2018 (the Portability Act) for the same period of service. Where this occurs, the Employer will only be required to pay the Employee in accordance with the Agreement.
 - (ii) Where an Employee seeks to access long service leave under this Agreement, the Employee must notify the Employer in writing before taking the leave if the Employee has ever received a payment from the Portable Long Service Benefits Authority (the Authority) for the same period of service.
 - (iii) An Employee who is entitled to long service leave under the Agreement but has received a direct payment from the Authority for all, or part, of the same service period will only be entitled to receive make-up pay from the Employer. Make-up pay will be based on the difference between the long service leave payment provided under this Agreement and the amount of money already paid to the Employee from the Authority.

*Example: An employee works with another **employer** for 2 years before moving to **Merri Health** for 10 years. The Employee received a long service leave payment direct from the Authority after 12 years of total service under the Portability Act. The payment for the period of service at Merri Health was \$13,000.*

The Employee now wants to take long service leave with Merri Health as per the Agreement. Merri Health calculates that the Employee is entitled to 17.33 weeks of long service leave which is valued at \$26,000. As the Employee has already received a payment of \$13,000 from the Authority for the same period of service, Merri Health is only required to pay the employee the difference of \$13,000. The actual long service leave entitlement remains unchanged at 17.33 weeks.

85.4 Election for payment of entitlement or transfer of entitlement at termination

- (a) This sub-clause 85.4 applies to Employees who intend to be re-employed by another Employer, Institution or Statutory Body, and:
 - (i) have completed the required years of continuous service prescribed by sub-clause 85.1(d), but less than fifteen (15) years' continuous service; or
 - (ii) in the case of a Dental/Oral Health or SACS Employee have at least seven (7) years' but less than fifteen (15) years continuous service with their Employer.
- (b) An Employee to whom sub-clause 85.4(a) applies may request in writing that payment in respect of such long service leave be deferred until the expiry of the Employee's allowable period of absence from employment, as provided in sub-clause 85.2(e)(ii).
- (c) Except where the Employee gives the Employer notice in writing that the Employee has been employed by another Institution or Statutory Body, the Employer will make payment in respect of such leave at the expiry of the Employee's allowable period of absence from employment as provided in sub-clause 85.2(e)(ii).
- (d) Where the Employee gives the Employer notice in writing that the Employee has been employed by another Institution or Statutory Body, the Employer is no longer required to make payment to the Employee in respect of such long service leave.
- (e) For the purposes of this sub-clause 85.4 re-employment by another Employer, Institution or Statutory Body means employment other than as a Casual Employee.

85.5 When Long Service Leave is to be taken

- (a) Long service leave will be granted by the Employer within six (6) months from the date of the entitlement under sub-clause 85.1(b) save that:
 - (i) long service leave may be postponed to a mutually agreeable date; or
 - (ii) if agreement cannot be reached, the date will be determined by a member of the Commission provided that such a determination will not require leave to commence before six (6) months from the date of such determination.
- (b) Pro-rata long service leave taken in accordance with sub-clause 85.1(c) will be taken at a time agreed between the Employee and the Employer having regard for the Employer's operational requirements, save that such agreement will not be unreasonably withheld by the Employer. In the event of any dispute over the timing of such leave, the dispute resolution procedure at clause 14 will apply.

85.6 How Leave is to be taken

Long service leave will be taken as agreed between the Employer and Employee:

- (a) in one (1) or more periods, with each period being not less than one (1) week or where administratively possible one (1) day; or
- (b) where it is taken as part of a transition to retirement arrangement, in any other way agreed.

85.7 Flexible taking of leave: double leave at half pay

- (a) An Employee may make an application to the Employer to take double the period of long service leave at half Pay.

- (b) Employees should seek independent advice regarding the taxation and superannuation implications of seeking payment under this sub-clause 85.7. The Employer will not be held responsible in any way for the cost or outcome of any such advice.
- (c) The Employer, if requested by the Employee, will provide information as to the amount of tax the Employer intends to deduct where payment of long service leave is sought under sub-clause 85.7.
- (d) Wherever it is practical to do so, the Employer will grant a request by an Employee to take double the long service leave at half pay. If granting the request under this sub-clause 85.7 would result in an additional cost to the Employer, then it is not practical to grant an Employee's request.
- (e) Flexible taking of long service leave does not affect an Employee's continuous service recognised.
- (f) Example: In the case of an Employee taking four (4) months paid long service leave at half pay, two (2) months will count towards the Employee's continuous service.

85.8 Long Service Leave - Accrued Days Off and Public Holidays

Any long service leave will be inclusive of Accrued Days Off and any public holiday occurring during the period when the leave is taken.

85.9 Definitions

For the purpose of this clause 85 the following definitions apply:

- (a) **Pay** means remuneration for an Employee's normal weekly hours of work calculated at the Employees' ordinary time rate of pay provided in **Schedule G** at the time the leave is taken or (if the Employee dies before the completion of leave so taken) as at the time of the Employee's 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 as from the date such increase operates. Where a part-time Employee's hours fluctuate because the Employee works additional ordinary shifts (but excluding a permanent variation), the 'normal weekly hours of work' will be calculated by taking an average over the preceding twelve (12) months where this is more favourable to the Employee.
- (b) **Month** will mean a Calendar Month.
- (c) **Institution** will mean any hospital or benevolent home, community health centre, Society or Association registered pursuant to the *Health Services Act 1988* (Vic) (or the former *Hospital and Charities Act 1958* (Vic)), or the Cancer Institute constituted under the *Cancer Act 1958* (Vic), or the Fairfield Hospital Board or the Bush Nursing Association, and successors thereto.
- (d) **Pay for a Casual Employee** means the remuneration for the Employee's normal weekly hours of work at their ordinary rate of pay calculated in accordance with sections 15 and 16 of the LSL Act 2018.
- (e) **Statutory Body** means the Hospital and Charities Commission of Victoria, the Department of Human Services and/or the Nursing Board of Victoria, and successors thereto.

86. PRE-NATAL LEAVE

Where an Employee is required to attend pre-natal, parenting or IVF/fertility appointments that can only be attended during the Employee's ordinary hours of work, the Employee will be entitled to utilise their personal/carer's (including unpaid for Casual Employees – caring responsibilities) leave for such purposes on production of satisfactory evidence of their attendance. This clause 86 includes where surrogacy or permanent care orders are applicable.

87. PARENTAL LEAVE

87.1 An Employee, other than a Casual Employee, that is entitled to Unpaid Parental Leave under the NES is entitled to paid parental leave in accordance with sub-clause 87.4.

87.2 In addition, with the exception of Casual Employees, there is no requirement for a particular amount of continuous service that is required for an Employee to be eligible for Unpaid Parental Leave.

87.3 Surrogacy and Permanent Care Orders will be treated like a placement of adoption leave under the NES.

87.4 Paid Parental Leave

(a) An Employee, other than a Casual Employee, who has twelve (12) months or more continuous service (refer to Long Service Leave clause 85 for the definition of Continuous Service), is entitled to the fourteen (14) weeks paid parental leave (including in the case of a stillbirth).

(b) An Employee, other than a Casual Employee, who has less than twelve (12) months continuous service (refer to Long Service Leave clause 85 for the definition of Continuous Service), is entitled to the 8 weeks of paid parental leave (including in the case of a stillbirth).

(c) Payment

Payment for paid parental leave will be based on the Employee's ordinary time rate of pay and will be based on the following:

(i) Full-time Employee – 38 ordinary hours; or

(ii) Part-time Employee – the Employee's contracted hours, save that where the part-time Employee's ordinary hours fluctuate because the Employee works additional ordinary shifts (but excluding a permanent variation) an average of the Employee's ordinary hours over the preceding six (6) months;

save that, if an Eligible Employee has changed their position or reduced their ordinary hours as a result of the pregnancy or adoption prior to taking the paid parental leave, the payment will be calculated using the Employee's ordinary hours or position prior to the changed arrangement.

(d) The Employer and Employee may reach agreement as to how the paid parental leave under this Agreement is paid. In the absence of agreement, such leave will be paid during the ordinary pay periods corresponding with the period of the leave.

- (e) The paid parental leave prescribed by this sub-clause 87.4 will be concurrent with the unpaid entitlement prescribed by the NES. For the avoidance of doubt, an Employee is only entitled to one paid parental leave for each birth or placement resulting in parental leave under this clause 84.

88. COMMUNITY SERVICE LEAVE

88.1 A Full Time or Part-time Employee who is engaged in an eligible community service activity is entitled to be absent from work without loss of pay, (for a Casual Employee, other than Jury service, the entitlement to be absent is unpaid) for the period of time that they are engaged in the activity, reasonable travelling time associated with the activity and rest time following the activity, provided that the Employee's absence (unless the activity is jury service) is reasonable in all the circumstances.

88.2 An eligible community service activity includes:

- (a) jury service required by or under law;
- (b) a voluntary emergency management activity; or
- (c) an activity prescribed by the *Fair Work Regulations 2009* (Cth) regulations as an eligible community service activity for the purposes of the Act.

88.3 An Employee engages in voluntary emergency management activity if, and only if:

- (a) the Employee engages in an activity that involves dealing with an emergency or natural disaster;
- (b) the Employee engages in the activity on a voluntary basis;
- (c) the Employee is a member of, or has a member-like association with, a recognised emergency management body (i.e. CFA, SES, St John Ambulance, Red Cross etc.); and
- (d) either:
 - (i) the Employee was requested by or on behalf of the body to engage in the activity; or
 - (ii) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

88.4 Notice and evidence requirements

- (a) An Employee seeking to take Community Service Leave must provide notice to the Employer as soon as practicable (which may be after the absence has started) and must advise the Employer of the period, or expected period, of the absence.
- (b) If requested, the Employee will be required to produce evidence that would satisfy a reasonable person of their engagement in eligible community service activity.
- (c) An Employee's absence from the Employer is only covered by the provisions of this clause 88 if they satisfy the notice and evidence requirements set out above.

88.5 The Employer may refuse paid time release where the Employee's absence will adversely impact the capacity of the Employer to maintain services.

88.6 Nothing in this clause 88 limits the ability of an Employee to be absent from employment for engaging in eligible community service activity in accordance with Division 8 of the Act.

88.7 Jury Service

- (a) Subject to clause 88.7(b) and (c) below, the Employer is required to pay an Employee who is required to attend for jury service the amount the Employee could reasonably expect to have received from the Employer as earnings for that period had the Employee not been performing jury service.
- (b) The amount payable to an Employee under sub-clause 88.7(a) is reduced by the amount of jury service pay received by the Employee, as disclosed to the Employer in accordance with sub-clause 88.7(c).
- (c) The Employer may require the Employee to produce evidence of the total amount of jury service pay that has been paid, or is payable, to the Employee for the period of jury service.
- (d) An Employee will only be entitled to payment for jury service under sub-clause 88.7(a) where they have satisfied the evidence requirements of 88.7(b).

89. VOLUNTEERING LEAVE

This clause 89 does not apply to Casual Employees.

- 89.1 A Full-Time or Part-Time Employee will be entitled to two (2) days of paid leave per annum for the purpose of engaging in approved community or charitable volunteering.
- 89.2 If requested by the Employer, the Employee must provide the Employer with reasonable evidence to support the taking of leave.
- 89.3 This clause 89 is not applicable where clause 88 is relevant.

90. BLOOD DONORS LEAVE

Upon request, the Employer will release the Employee to donate blood when a collection unit is on site or by arrangement at the local level.

91. CULTURAL AND CEREMONIAL LEAVE

91.1 Cultural and Ceremonial Leave

- (a) Cultural and Ceremonial leave will be granted to an Aboriginal and/or Torres Strait Islander Employee for Cultural and Ceremonial purposes:
 - (i) connected with Sorry Business for the death of a member of the immediate family, extended family, kin or community (provided that no Employee will have an existing entitlement reduced as a result of this clause 91); or
 - (ii) for other Cultural and Ceremonial obligations under Aboriginal and Torres Strait Islander lore, for example:
 - A. a welcome baby to country ceremony;
 - B. coming of age ceremonies, such as Murrum Turrukurrak; or
 - C. Tanderrum.

- (b) Full-Time Employees may take up to five (5) days (pro-rata for part time Employees) of paid leave per occasion for the purposes outlined in sub-clause 91.1(a).
- (c) Full Time Employees may take up to ten (10) days (pro-rata for part time Employees) of unpaid leave per occasion for the purposes outlined in sub-clause 91.1(a).
- (d) Casual Employees may take up to ten (10) days of unpaid Cultural and Ceremonial leave per occasion for the purposes outlined in sub-clause 91.1(a).
- (e) A Full-time or Part-Time Employee who is entitled to access Compassionate Leave under Clause 84 will not be entitled to receive the paid leave under sub-clause 91.1(b) for the same period.

91.2 **NAIDOC Week Leave**

Aboriginal and/or Torres Strait Islander full-time or part-time Employees are entitled to one (1) day of paid leave per calendar year (for a Casual Employee, the entitlement is unpaid) to participate in National Aboriginal and Islander Day Observance Committee (NAIDOC) week activities and events.

91.3 **Leave to attend community meetings**

- (a) The Employer may approve attendance during ordinary hours by an Aboriginal and/or Torres Strait Islander who is a full-time or part-time Employee (for a Casual Employee, the Employer may approve unpaid leave) at any Aboriginal and/or Torres Strait Islander community meetings, except the Annual General Meetings of Aboriginal and/or Torres Strait Islander community organisations at which the election of office bearers will occur.
- (b) The Employer may grant an Aboriginal and/or Torres Strait Islander full-time or part-time Employee accrued annual leave or cultural and ceremonial leave to attend Annual General Meetings of Aboriginal and/or Torres Strait Islander community organisations at which the election of office bearers will occur.
- (c) The Employee may also utilise flexible working arrangements, in addition to leave provided in this sub-clause 91.3, to help support their representative functions, with the agreement of the Employer.

92. **FAMILY VIOLENCE LEAVE**

NOTE: Family member is defined in section 8 of the Family Violence Protection Act 2008 (Vic) and is broader than the definition of Immediate Family in sub-clause 3.18.

92.1 Each Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, each Employer is committed to providing support to staff that experience family violence.

92.2 The Employer will develop guidelines to supplement this clause 92 which details the appropriate action to be taken in the event that an Employee discloses family violence.

92.3 **Definitions**

(a) In this Agreement, **Family Violence** has the same meaning as the *Family Violence Protection Act 2008 (Vic)* (**Family Violence Act**) and also has the same meaning as 'Family & Domestic Violence' in the NES.

(i) Under that Family Violence Act, Family Violence is defined, in part, as:

A. behaviour by a person towards a family member of that person if the behaviour is

- 1 physically or sexually abusive;
- 2 emotionally or psychologically abusive;
- 3 economically abusive;
- 4 threatening;
- 5 coercive;

6 in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person; or

B. behaviour by a person that causes a child to hear or witness, or otherwise be exposed to the effects of, behaviour referred to in paragraph 92.3(a)(i)A.

(ii) Under the NES the definition of Family and Domestic Violence is violent, threatening or other abusive behaviour by an Employee's close relative (as defined under the Act), Employee's household, or a current or former intimate partner of an Employee that seeks to coerce or control the Employee and causes the Employee harm or to be fearful.

(iii) An **Affected Employee** means an Employee experiencing Family Violence as defined.

92.4 **Amount of Leave**

(a) All Affected Employee will have access to 20 days per year of paid Family Violence leave. The leave is not pro-rata for an Affected Employee.

(b) Family Violence Leave is available in full at the start of each 12-month period of the Affected Employee's employment.

92.5 **Taking of Leave**

(a) An Affected Employee may take Family Violence leave where they require time release for activities related to and as a consequence of Family Violence including:

- (i) accessing police services,
- (ii) medical and legal assistance;
- (iii) court appearances/hearings; c
- (iv) counselling (including financial counselling/assistance);
- (v) relocation;

- (vi) recovering from family violence (for example, recovering from bruising); and/or
 - (vii) making safety arrangements
- (b) An Employee who supports a family member or household member experiencing Family Violence may also utilise their personal leave entitlement to accompany the family member or household member to court, to hospital, or to care for children.
- (c) The leave may be taken as consecutive or single days or as a fraction of a day.

92.6 Payment of Leave

- (a) Where an Affected Employee takes a period of Family Violence leave under this clause 92, the Employer must pay the Employee, in relation to the period:
- (i) for an Employee other than a casual Employee — at the Employee’s full rate of pay, worked out as if the Employee had not taken the period of leave;
 - (ii) for a Casual Employee — at the Employee’s full rate of pay, worked out as if the Employee had worked the hours in the period for which the Casual Employee was rostered.
- (b) Without limiting sub-clause 92.6(a)(ii), a Casual Employee is taken to have been rostered to work hours in a period if the Employee has accepted an offer by the Employer of work for those hours.
- (c) Sub-clause 92.6(a)(ii) does not prevent a Casual Employee from taking a period of paid Family Violence leave that does not include hours for which the Casual Employee is rostered to work. However, the Employer is not required to pay the Casual Employee in relation to such a period.

92.7 Designated contact point

The Employer will have at least one designated contact point (which may be a human resource Employee) for Family Violence matters. The designated contact point(s) will receive training in handling disclosures of Family Violence that will include privacy issues. Employees will be advised of the designated contact point(s).

92.8 Disclosure of Family Violence and Support

- (a) An Affected Employee may disclose they are experiencing Family Violence to either their immediate supervisor or the designated contact point.
- (b) Where an Affected Employee makes a disclosure to their immediate supervisor, the supervisor will advise the designated contact point.
- (c) Following consultation with the Affected Employee, the relevant supervisor and designated contact point will:
- (i) implement reasonable measures to manage any potential risk to health and safety. Such measures may include:
 - A. changing the Affected Employee’s hours of work, duties, location of work or contact details;

- B. advising security staff consistent with the Employer's occupational violence policy where applicable;
 - C. any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements; and/or
 - D. Changes to work arrangements may be agreed on a temporary or ongoing basis having regard to the circumstance. Periods of review should also be agreed;
- (ii) offer the Affected Employee access to the Employer's 'Employee Assistance Program' (EAP) and/or other available local support resources. Where possible, the EAP will include professionals trained in Family Violence; and/or
 - (iii) provide information regarding current support services.
- (d) Where the performance or attendance of an Employee at work suffers as a result of being a victim of Family Violence, the Employer will:
- (i) take into account the effect of the family violence; and
 - (ii) take all reasonable measures to support attendance and / or performance when addressing the Employee's performance or attendance, taking into account all of the relevant circumstances.

92.9 Confidentiality

- (a) All personal information concerning Family Violence will be kept confidential in line with the Employer's policies and relevant legislation. An Employer must not, other than with the consent of the Affected Employee, use such information for a purpose other than satisfying itself in relation to the Employee's entitlement to leave under this clause 92. In particular, an Employer must not use such information to take adverse action against an Affected Employee.
- (b) Sub-clause 92.9(a) has effect subject to sub-clause 92.9(c).
- (c) Nothing in this clause 92 prevents an Employer from dealing with information provided by an Affected Employee if doing so is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

Note: Information covered by this clause 92 that is personal information may also be regulated under the Privacy Act 1988 (Cth).

92.10 Notice and Evidence Requirements

- (a) **Notice requirements**
The leave can be taken without prior approval where it is impractical for the Employee to provide the notice of taking the leave.
- (b) **Evidence requirements**
 - (i) An Employee may be required by the Employer to provide evidence that their absence is due to the reasons specified in sub-clause 92.5(a) or 92.5(b).

- (ii) If required, such evidence will be in the form of an agreed document issued by a medical practitioner, registered health practitioner, Police service, Court, Family Violence Support Service, social support service, financial counsellor or Lawyer or a statutory declaration may be used.

93. ANNUAL CLOSE DOWN

This clause 93 does not apply to Casual Employees.

- 93.1 The Employer may, for operational reasons, wish to either close down or have reduced activity over the Christmas / New Year period.
- 93.2 Where the Employer wishes to have an annual close down or low activity period over the Christmas / New Year period, the Employer will:
 - (a) on commencement of employment; or
 - (b) before 15 November of the relevant year:advise affected Employees in writing of the close down or the reduced activity over the Christmas/New Year period (notification).
- 93.3 At the same time of the notification period, the Employer may ask Employees to utilise their annual leave during the period
- 93.4 An Employee who does not wish to utilise annual leave during an annual close down or low activity period over the Christmas / New Year period will endeavour to notify the Employer on or before 1 December of the relevant year.
- 93.5 Where an Employee does not wish to utilise annual leave during an annual close down or low activity period over the Christmas / New Year period, the Employer may meet with the Employee, and if relevant their representative, to discuss this. Matters that may be discussed include:
 - (a) the importance of ensuring staff resources are directed to client activity;
 - (b) the circumstances of the Employee including the impact of the annual close down / low activity period and the Employee's paid annual leave balance;
 - (c) whether the Employee has excessive annual leave;
 - (d) whether accrued days off are available;
 - (e) whether time off in lieu of overtime is available;
 - (f) whether alternative work is available, subject to operational requirements; and
 - (g) whether leave without pay is available.
- 93.6 If, after discussions take place in accordance with sub-clause 93.5 and a resolution is not agreed, the Employer, Employee or their representatives can utilise the dispute resolution procedure clause 14 of this Agreement.

94. GENDER AFFIRMATION/TRANSITION SUPPORT LEAVE

This clause 94 does not apply to Casual Employees.

Note: In this clause 94, 'up to' refers to the total amount of Gender Affirmation Leave an Employee is entitled to access whilst they qualify and does not confer a discretion on the Employer to provide fewer than 52 weeks unpaid leave. That is where the Employee qualifies in accordance with this clause 94 for 4 weeks paid and 48 weeks unpaid Gender Affirmation Leave, the Employer must provide them with weeks paid and 48 weeks unpaid Gender Affirmation Leave.

94.1 Definitions

- (a) **Gender Affirmation/Transition** means that a person identifies as transgender (in that their gender identity does not match their birth sex) and they wish to permanently and publicly adopt a gender identity that is different to their birth gender/sex.
- (b) The Employer recognises that the process is not the same for all individuals and may involve a change of name, chosen style or address and pronouns, adopting the dress and style of presentation of the gender they identify with, sex reassignment surgery and/or hormone replacement therapy.

94.2 Entitlement

- (a) An Employee (other than a Casual Employee) that identifies as transgender and who is undertaking a Gender Affirmation/ Transition, may request:
 - (i) Up to four (4) weeks' (pro-rata for a part-time Employee) paid Gender Transition Support Leave, which counts as service for all purposes; and
 - (ii) Up to forty-eight (48) weeks unpaid Gender Transition Support Leave which does not count as service for the purposes of clause 79 (Long Service Leave).
- (b) The paid leave provided under this clause 94 is based on the Employee's ordinary hours at the time the application is made, in addition to any existing entitlements and may be taken as consecutive days, single days or as a portion of a day.
- (c) An Employee may use a combination of paid and unpaid leave entitlements during their Gender Transition Support Leave so long as the total period of absence does not exceed fifty-two (52) weeks. This leave may be taken as either a single period of absence or multiple periods of absence.

94.3 Application

- (a) An Employee who makes a request for leave under sub-clause 94.2 must do so in writing to the Employer, providing at least four (4) weeks' notice from the planned commencement of Gender Transition Support Leave. The application must include details regarding:
 - (i) the reasons for taking the leave; and
 - (ii) the specific period/periods of absence.

- (b) If the Employee does not provide the minimum notice at sub-clause 94.3(a), the Employer will consider whether the leave request can be approved having regard to operational requirements. Leave will not be unreasonably refused.
- (c) The Employer will provide a written response to the Employee within 21 days of receiving the written application from the Employee.
- (d) Where requested by the Employer, an Employee must provide evidence that would satisfy a reasonable person that the Employee is taking leave for Gender Affirmation/Transition. Evidence that would satisfy a reasonable person includes:
 - (i) a medical certificate from a registered health practitioner; or
 - (ii) a Statutory Declaration signed by the Employee.

94.4 Changes to gender on Employee records

- (a) An Employee who requests to have their gender changed on their personal Employee record may do so by providing the Employer with any of the following forms of evidence:
 - (i) a statement from a registered medical practitioner or a registered psychologist;
 - (ii) a valid Australian government travel document, such as a current passport, that specifies their affirmed gender;
 - (iii) an amended state or territory birth certificate that specifies their affirmed gender;
 - (iv) a state or territory gender recognition certificate;
 - (v) a recognised details certificate showing that a state or territory Registry of Births, Deaths and Marriages has accepted a change of sex.
- (b) The Employer will develop guidelines to supplement this clause 94 which details the appropriate action to be taken in the event that an Employee initiates Gender Affirmation/Transition.

95. NATURAL DISASTER LEAVE

This clause 95 does not apply to Casual Employees.

95.1 Entitlement

95.2 Natural Disaster Leave of up to five (5) days per calendar year is available where:

- (a) the Employee is a full time or part time Employee;
- (b) a State of Disaster or State of Emergency has been declared in the locality where the Employee usually resides or in the locality of the Employee's usual place of work, or the disaster has required the attendance of emergency services; and
- (c) as a direct result of this natural disaster (such as fire or flood) the Employee is unable to attend work or work from another location, including home-based work where:
 - (i) the Employee's residence is damaged or under imminent threat of major damage;

- (ii) there is a formal closure, flooding or other unusual danger of the use of a road(s) which is the Employee's normal travel route to work and no alternative practicable travel route is available; or
- (iii) patients/residents have been moved because of imminent threat or damage to the Employer's facility.

95.3 Where the Employee's usual place of work has been declared a disaster area and work is unable to be continued at these premises, the Employer may direct the Employee to work from another location within reasonable travelling distance, taking into account the Employee's personal circumstances.

95.4 Where an Employee needs to access Natural Disaster Leave, the Employee must notify the Employer prior to the commencement of their rostered shift or as soon as reasonably practicable.

95.5 The Employer may refuse a request made under sub-clause 95.4 on reasonable business grounds.

95.6 Where a full time or part time Employee was absent from employment on unpaid leave for the reasons specified at sub-clause 95.2 because a State of Emergency and/or State of Disaster was not declared at the time of the Employee's absence, if a State of Emergency and/or State of Disaster is declared at later date, it will be converted to paid special disaster leave and the Employee will receive the relevant payment for that period of leave.

95.7 Payment of Natural Disaster leave will be calculated on the number of ordinary hours that the Employee was expected to work on the day at the ordinary rate of pay.

96. PROFESSIONAL DEVELOPMENT, STUDY LEAVE AND EXAMINATION LEAVE

This clause 96 does not apply to Casual Employees.

96.1 Professional Development Leave

(a) Definition

Professional Development means activities that maintain knowledge and/or registration in the Employee's current profession, improve and broaden their knowledge, expertise and competence, and develop the personal and professional qualities required through their professional lives.

Professional development leave includes conference/seminar leave, research or home study (that is not covered by sub-clause 96.2 study leave).

(b) Amount of professional development leave

(i) Employees who meet the criteria in this sub-clause 96.1 are entitled to five (5) days' paid professional development leave (as defined in sub-clause 96.1(a)). Part-time Employees will be paid on a pro rata basis. The amount of leave is based on the ordinary hours of work of the Employee at the time the application for professional development is made.

(ii) "Year" is defined as the relevant financial year.

(c) **Report Back**

An Employee may be required to report back to their colleagues and/or the Employer on the professional development provided they are allocated sufficient time during their ordinary hours of work to prepare for and deliver this.

(d) **Payment**

A day for the purposes of professional development leave is the Employee's typical shift length on the day the leave is taken and the payment is based on the Employee's ordinary rate of pay.

(e) **Application**

- (i) An Employee must apply in writing to the Employer as early as possible but at least four (4) weeks' prior to the proposed professional development leave date.
- (ii) The application must include:
 - A. the date of the proposed professional development;
 - B. a brief description of the nature of the professional development activity to be undertaken; and
 - C. its relevance to the Employee's employment with the Employer.

(f) **Consideration of application**

When reviewing an application to professional development leave the Employer will take into account considerations, including:

- (i) the Employee's length of service;
- (ii) the relevance of the professional development to the Employee's employment;
- (iii) the level of professional development being undertaken;
- (iv) the operational impact on the Employee's work area; and
- (v) any other relevant considerations the Employer deems appropriate.

(g) **Response to application**

- (i) An application for professional development leave will not be unreasonably refused.
- (ii) The Employer must notify the Employee in writing whether the leave request is approved within seven days.
- (iii) If the leave is not approved, the reasons will be included in the notification to the applicant.

96.2 **Study and Examination leave**

(a) **Study Leave**

(i) **When paid study leave is available**

Employees who meet the criteria of this sub-clause 96.2 are entitled to paid study leave where a course is relevant to the work of the

Employee's employment with the Employer and provided the Employee has completed minimum 12 months continuous service with the Employer.

(ii) **Amount of study leave**

- A. Up to 4 hours per week of paid study leave will be available per Year as determined by the Employer.
- B. "Year" is defined as the relevant financial year.

(iii) **Payment**

A day for the purposes of study leave is the Employee's typical shift length on the day the leave is taken and the payment such payment is based on the Employee's ordinary rate of pay.

(iv) **Application**

An Employee wishing to take study leave must:

- A. apply in writing to the Employer as early as possible but at least four (4) weeks prior to the proposed leave date; and
- B. include with the application:
 - 1) details of the course and institution in which the Employee is enrolled or proposes to enrol; and
 - 2) details of the relevance of the course to the Employee's employment.

(v) **Consideration of application**

When reviewing an application to study leave the Employer will take into account considerations, including:

- A. the relevance of the course to the Employee's employment;
- B. the level of study being undertaken;
- C. the operational impact on the Employee's work area; and
- D. any other relevant considerations the Employer deems appropriate.

(vi) **Response to application**

- A. The Employer must notify the Employee in writing whether the leave request is approved within seven (7) days.
- B. If the leave is not approved, the reasons for refusal will be included in the notification to the applicant.

(b) **Examination leave**

(i) **When examination leave is available**

Examination leave is for undertaking and/or preparing for examinations in a course of study approved under sub-clause 96.2(a). Examinations includes take home exams.

(ii) **Amount of examination leave**

- A. Employees who meet the criteria in this sub-clause 96.2(b) are entitled to six (6) days paid examination leave per year.

Part-time Employees will be paid on a pro rata basis. The amount of leave is based on the ordinary hours of work of the Employee at the time the application for examination leave is made.

B. "Year" is defined as the relevant financial year.

(iii) **Payment**

A day for the purposes of study leave is the Employee's typical shift length on the day the leave is taken and payment is based on the Employee's ordinary rate of pay.

(c) When considering the relevance of a qualification or certificate or course of study or similar (education):

- (i) the main criteria for considering relevance are:
- (ii) the nature of the education;
- (iii) the current area profession of the Employee;
- (iv) whether the education would assist the Employee in performing their role and/or assist in maintaining quality client care and/or assist in the administration of area in which the Employee is employed; and
- (v) other considerations may include:
 - A. the area of work of the Employee; and/or
 - B. the classification and position description of the Employee.

97. TWELVE MONTH CAREER BREAK LEAVE

This clause 97 does not apply to Casual Employees.

- 97.1 An Employee may apply for an extended period of unpaid leave up to twelve (12) months, in addition to any accrued annual and long service leave.
- 97.2 An Employee must have at least twelve (12) months continuous service immediately prior to taking the break
- 97.3 Authorised career break does not break the continuous service of employment, but it is not counted in calculation an Employee's period of service for any purpose.
- 97.4 An Employee will be entitled to return to their previous role following a career break of twelve (12) months or less.
- 97.5 The Employer may refuse a request for Career Break leave on reasonable business grounds.

PART 8 – UNION MATTERS

98. RIGHT OF ENTRY

- 98.1 A duly accredited representative of the Union will upon the production of their authority, have the right to enter any place or premises where Employees are employed at any time during normal working hours or when shiftwork or overtime work is being performed for the purpose of investigating suspected breaches, for OHS purposes to hold discussions with

any Employee who wishes to participate in those discussions, provided that such entry does not unduly interfere with the work being performed by any Employee during working time.

98.2 Unless otherwise agreed, an accredited representative of the Union will provide a minimum of 24 hours' notice of their intention to enter the Employer's premises prior to doing so.

98.3 **Meeting Space**

(a) In the absence of agreement on a location for the holding of Union meetings, the room where one or more of the Employees who may participate in the meeting ordinarily take meal or other breaks will be the meeting room for the purpose of Union meetings.

(b) Nothing in this clause 98 is intended to override the operation of the Act.

99. **ACCESS TO EMPLOYEES - ORIENTATION/INDUCTION PROGRAMS**

99.1 The Union may attend and address new Employees as part of orientation/induction programs for new Employees (where the orientation/induction may include a person eligible for membership of the Union), provided that any attendance for the purposes of discussions with the Employees meets the right of entry requirements under Part 3-4 of the Act (Entry Requirements). The details of such attendance will be arranged by the Employer in consultation with the Union.

99.2 If the dates of the orientation/induction programs are fixed in advance for a regular day and time then the Employer will provide this information to the Union as soon as possible after they have been set.

99.3 Where not fixed in advance, at least 14 days' notice will be given to the Union of the dates, times and venues of such programmes to enable a Union representative to attend.

99.4 Those covered by this Agreement acknowledge the increasing role that technology plays in orientation/induction. An Employer and Union may agree to an alternative means by which the Union can access new Employees including where orientation/induction programs are conducted online or the Union cannot reasonably attend, provided that such access is consistent with the Entry Requirements.

100. **RESOURCES AND FACILITIES**

100.1 The Union will have access to Employees for any process arising under this Agreement and an Employee may, where they so choose, be represented by the Union for any process under this Agreement.

100.2 **Delegates and HSRs**

Note: Additional rights of HSRs are contained in the OHS Act.

(a) In this sub-clause 100.2:

(i) **Representative** means a Union Delegate or a HSR;

(ii) **Relevant Employee** means:

A. in the case of a Union Delegate, members of the Union and any other persons eligible to be members of the Union;

- B. in the case of a HSR, members of the designated work group eligible to be represented by the HSR;
 - (iii) **Union Delegate** means, for the purposes of this sub-clause 100.2, an Employee who presents themselves as a delegate of a Union to their Employer, subject to:
 - A. the Union's applicable policies (if any); and
 - B. the Unions informing the Employer in writing of the Employee's status as a Union Delegate.
- (b) A Union Delegate is entitled to:
 - (i) represent the industrial interests of Relevant Employees, including in disputes between that person and the Employer; and
 - (ii) reasonable communication with members of the Union, and any other persons eligible to be members of the Union, in relation to their industrial interests. Communication may occur during working hours or work breaks, or before or after work.
- (c) For the purposes of representing the industrial interests of members of the Union and any other persons eligible to be members of the Union, a Union Delegate is entitled to reasonable access to the workplace of the Employer and any workplace facilities where work of the Employer is being undertaken.
- (d) A Representative is entitled to reasonable time release from duty to:
 - (i) attend to matters relating to industrial, occupational health and safety or other relevant matters such as assisting with grievance procedures and attending committee meetings;
 - (ii) access reasonable preparation time before meetings with management disciplinary or grievance meetings with a Relevant Employee;
 - (iii) in the case of a Union Delegate:
 - A. appear as a witness or participate in conciliation or arbitration, before the Commission;
 - B. and/or present information on the Union at orientation sessions for new Employees.
- (e) A Representative required to attend management or consultative meetings outside of paid time will be paid to attend.
- (f) A Representative will be provided with access to facilities such as telephones, computers, emails, noticeboards, meeting rooms meeting rooms or areas to hold discussions that are fit for purpose, private and accessible by the workplace delegate and eligible employees, Wi-Fi a lockable filing cabinet or other secure document storage area, office facilities and equipment including printers, scanners and photocopiers in a manner that does not adversely affect service delivery and work requirements of the Employer. In the case of a HSR, facilities will include other facilities as necessary to enable them to perform their functions as prescribed under the OHS Act.
- (g) Entitlements under this sub-clause 100.2 are subject to the conditions that the Union 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 the Employer, 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;
 - (iv) not hinder, obstruct or prevent Employees exercising their rights to freedom of association;
 - (v) does not require the Employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for Employees; and
 - (vi) does not require an Employee to be represented by a Union delegate without the Employee's agreement.
- (h) Except as otherwise required by law, the Employer will not:
- (i) unreasonably fail or refuse to deal with a Union Delegate;
 - (ii) knowingly or recklessly make a false or misleading representation to a Union Delegate; or
 - (iii) unreasonably hinder, obstruct or prevent a Union Delegate from exercising any of their rights insofar as the Union Delegate is acting in their capacity as a Representative.

101. PAID UNION MEETINGS

In order for the Employer to approve paid meetings between the Union and its members, the Union must meet the following requirements:

- 101.1 the Employer is given reasonable notice that such a meeting is to be held;
- 101.2 the reason/s for the meeting is also to be provided to the Employer with the notice;
- 101.3 the location for the meeting is to be agreed between the Union and the Employer;
- 101.4 an acceptable level of staffing will be maintained;
- 101.5 where possible meetings will occur at times least disruptive to service delivery;
- 101.6 the duration of the paid meeting will not exceed half an hour except where agreed by the Union and the Employer; and
- 101.7 the Employees will return to work without industrial action or threat of industrial action.

102. UNION DELEGATE TRAINING LEAVE

Note: Where a Union Delegate is also appointed a HSR under the OHS Act, they may be entitled to additional training in accordance with the OHS Act.

- 102.1 The leave under this clause 102 is pro-rata for part-time and Casual Employees.
- 102.2 Subject to the conditions in this clause 102, an Employee selected by the Union to attend training courses on industrial relations and/or health and safety may be granted Union Training leave for up to ten (10) days in any one calendar year.
- 102.3 The granting of leave will be subject to the Employer's operational requirements. The granting of leave will not be unreasonably withheld.

- 102.4 The training must be conducted by the Union, an association of Unions or accredited training provider.
- 102.5 The Employee will be paid their ordinary rate of pay plus any shift penalties or allowances normally paid for the day on which the leave is taken, excluding overtime.
- 102.6 Expenses associated with fares, accommodation and meal costs are not the responsibility of the Employer.
- 102.7 Absences will include any necessary travelling time in ordinary hours immediately before or after the course.
- 102.8 A minimum of two (2) weeks' notice must be provided to the Employer.

103. NOTICEBOARDS

The Employer will establish a noticeboard in each department/section for the use of the Union, unless otherwise agreed.

104. UNPAID BRANCH COMMITTEE OF MANAGEMENT LEAVE (EMPLOYEES HOLDING OFFICIAL UNION POSITIONS)

The Employer will, on application by the Union, grant unpaid leave (including reasonable travelling time) to an Employee for the purpose of fulfilling their duties as an official of the Union Branch Committee of Management or Union delegate to the Health Services Union National Council. For a member of the Union Branch Committee of Management this currently involves 12 full day meetings per year.

SIGNATORIES

Executed as an enterprise agreement.

Signed for and on behalf of Merri Health
by its duly appointed officer in the
presence of:



.....
Witness

.....
Tassia Michaleas

Position: Chief Executive Officer

Joan Wilkinson

19 Pentridge Blvd

Name of Witness (print)

Coburg, Vic 3058

Date:

29.11.2024

Signed for and on behalf of the
Australian Services Union by its duly
appointed officer in the presence of:



.....
Jasmine De Palma

.....
Leon Wiegard

Name of Witness (print)

Position: ASU Assistant Branch Secretary

116 Queensberry Street,

Carlton VIC 3053

Date: 4 December 2024
.....

Signed for and behalf of the Health Workers Union by its duly appointed officer in the presence of:

..... *H.S*

Witness

..... Hala Salem

Name of Witness (print)

..... *Diana Asmar*

Name (print) Diana Asmar

Position: Branch Secretary

10/663 Victoria St Abbotsford Vic 3067

Date: 05.12.2024

Signed for and on behalf of the Health Services Union Victoria No. 3 Branch trading as the Victorian Allied Health Professionals Association by its duly appointed officer in the presence of:

.....

Witness

.....

Name of Witness (print)

.....

Name (print)

Position:

PO Box 58

Carlton South VIC 3053

Date:

SCHEDULE A: DENTAL ASSISTANT CLASSIFICATION STRUCTURE

This classification structure only applies to Dental Assistants.

1.1 Definitions:

A **Dental Assistant Qualification** means a:

- (a) Certificate III in Dental Assisting (HLT35021);
- (b) Certificate IV in Dental Assisting (HLT45021); or
- (c) An equivalent qualification awarded by a registered training organisation, recognised by the Employer as such.

1.2 Dental Assistant Trainee - A Dental Assistant who is undertaking a traineeship to attain a Dental Assistant Qualification.

1.3 Dental Assistant Grade 1 - A newly qualified Dental Assistant with a Certificate III in Dental Assisting (HLT35021) (or equivalent acceptable to the Employer).

1.4 Dental Assistant Grade 2

- (a) A Dental Assistant with a Certificate III in Dental Assisting (HLT35021) (or equivalent acceptable to the Employer) who has satisfactorily completed the Employers SDAP process after 12 months continuous employment as a Grade 1 in line with sub-clause 35.5.
- (b) An unqualified Dental Assistant will not progress beyond Pay Point 2.4 within the Grade 2 wage increments until such time as they have completed a Certificate III in Dental Assisting (HLT35021)(or equivalent acceptable to the Employer).

1.5 Dental Assistant Grade 3 (Senior Clinical Dental Assistant)

- (a) A Dental Assistant with a Certificate IV in Dental Assisting (HLT45021) (or equivalent acceptable to the Employer);
- (b) A Dental Assistant appointed by the Employer as a Senior Clinical Dental Assistant; or
- (c) A Dental Assistant appointed by the Employer as an Oral Health Educator with a Certificate IV in Dental Assisting (Oral Health Promotion) that undertakes duties such as implements individualised oral hygiene programs, implements oral health promotion programs implements oral hygiene program for older people.

1.6 Dental Assistant Grade 4 (Clinical Coordinator Dental Assistant) - An Employee appointed by the Employer as a Clinical Coordinator Dental Assistant.

SCHEDULE B: DENTAL/ORAL HEALTH EMPLOYEE CLASSIFICATION STRUCTURE

This classification structure only applies to Dental Therapists, Dental Hygienists and Oral Health Therapists.

A Dental/Oral Health Employee who is registered as both a Dental Therapist and Dental Hygienist or is registered as an Oral Health Therapist, will be known as **Dual Qualified** and paid as such in Accordance with **Schedule G**.

Classification	Classification Description and Competencies	Indicative Occupation
Graduate	<p>Under the general oversight of a more senior clinician performs basic dentistry consistent with their scope of practice and credentialing. This is the entry level for a graduate Dental/Oral Health Employee acquiring experience in dentistry.</p> <p>Basic diagnostic and treatment skills for the broad range of patients in routine clinical situations. Capacity to recognise clinical limitations and seek support.</p>	Recently graduate Dental/Oral Health Employee
Level 1	<p>Performs routine dentistry consistent with their scope of practice and credentialing. This is a moderate skill level and includes the moderately experienced Dental/Oral Health Employee who is competent in basic tasks. May require regular professional support and mentoring.</p> <p>Graduate skills plus - broader range of patient base including those with disabilities and more complex medical histories. Ability to independently provide a range of dental services within their scope of practice. Developing an understanding of dental public health principles.</p>	Dental/Oral Health Employee still gaining experience
Level 2	<p>An experienced Dental/Oral Health Employee who performs all dentistry within their scope of practice and credentialing. This is the broad based skill level. It encompasses an experienced Dental/Oral Health Employee who is competent in all general dental tasks and who would be expected to be familiar with and be able to exhibit a number of more advanced tasks that are commonly performed within their scope of practice. The Dental/Oral Health Employee at this level must have demonstrated a commitment to professional development, and may act as a mentor to less experienced staff when required.</p> <p>Level 1 skills plus - advanced skills in managing most difficult clinical situations, clients with more complex medical histories and those with disabilities. Ability to provide a broad range of efficient dental services within their scope of practice. Appropriate skills for the resolution of patient complaints. Should be able to act as a mentor to clinicians with less experience. High level of understanding of dental public health principles.</p>	Experienced Dental/Oral Health Employee

Classification	Classification Description and Competencies	Indicative Occupation
<p>Level 3</p>	<p>A Level 3 Dental/Oral Health Employee includes an experienced Dental/Oral Health Employee who is widely recognised for their exceptional competence and has a proven record for carrying out a broad range of advanced and complex dental procedures within their scope of practice and credentialing. A Level 3 Dental/Oral Health Employee frequently receives referrals from other dental practitioners and is called upon for dental advice within their scope of practice. A level 3 Dental/Oral Health Employee has achieved a high level of clinical competence, provides leadership, communicates effectively both within their service and externally, participates in staff induction and professional development, and acts as a mentor and supervisor to less experienced staff and to students.</p> <p>Level 2 skills plus - highly advanced skills in managing all difficult clinical situations within their scope of practice, including complex medical histories and patients with disabilities. Ability to provide a highly advanced range of efficient dental services, rarely requiring support or advice from more senior clinicians within their clinical scope of practice. Ability to provide advice to other dental practitioners and accept referrals. Act as a mentor and supervisor to less experienced clinicians and/or undergraduate students. Well-developed skills in clinical leadership, effective communication and, managing patient complaints. Capacity to participate and contribute to service developments and improvements.</p>	<p>Senior Clinical Dental/Oral Health Employee Position by appointment</p>
<p>Level 4</p>	<p>A Level 4 Dental/Oral Health Employee is an experienced Dental/Oral Health Employee who in addition to advanced level clinical skills within their scope of practice and credentialing is responsible for the leadership and management of a clinical team of 3 or more equivalent full-time Employees. A Level 4 Dental/Oral Health Employee possesses high level leadership and management skills, excellent communication and interpersonal skills and a high commitment to public health principles. A Level 4 Dental/Oral Health Employee would typically be responsible for managing special projects and/or local budgets.</p> <p>Level 3 skills plus – leadership and management skills including high level written and verbal communication skills, supervisory skills, ability to undertake staff reviews, ability to interpret financial reports and plan dental budgets. Ability to actively participate and contribute to service developments and improvements, including quality improvement initiatives.</p>	<p>Team Leader Position by appointment</p>

SCHEDULE C: HEALTH AND ALLIED SERVICES EMPLOYEES CLASSIFICATION STRUCTURE

This classification structure only applies to Health and Allied Services Employees.

1. General Classification Definitions

1.1 Food Services Classifications

(a) Chef

- (i) An Employee employed to supervise staff, give any necessary instruction in all the branches of cooking, preparation of food service staff rosters, assist in the planning of meals, assist in the pricing of meals for service budgets, assist in the requisitioning and purchasing of all stores and to assist where necessary in the preparation and supervision of the plating of meals.
- (ii) A Chef will be classified according to the daily average meals being provided by the kitchen in accordance with the following table:

Grade A	Grade B	Chef Grade C	Chef Grade D
More than 2,000 meals	More than 1,000 meals but less than 2,000 meals	More than 500 meals but less than 1,000 meals	Less than 500 meals

- (b) **Cook Employed Alone** - An Employee employed as a sole cook who does not hold trade qualifications.
- (c) **Food and Domestic Services Assistant** - An Employee employed to clean food preparation and consumption areas, cooking equipment and utensils and serve and deliver meals.
- (d) **Food Monitor** - An Employee responsible to a catering and/or dietary department whose primary function is to liaise with patients and staff to obtain appropriate meal requirements of patients, and to tally and collate the overall results for the catering and/or dietary service.
- (e) **Food Services Supervisor** - An Employee performing work which involves the supervision of staff within the food services stream of this award or the supervision of staff within a food services related department or section. Such a person would be responsible for administrative duties such as work allocation, training, rostering and guidance of fifteen or more staff and may assist in the recruitment of staff.
- (f) **Second Cook**
 - (i) An Employee that assists the Chef in the discharge of their duties and whenever necessary relieves the Chef during any absence.
 - (ii) A Second Cook will be classified according to the daily average meals being provided by the kitchen in accordance with the following table:

Second Cook Grade A	Second Cook Grade B	Second Cook Grade C	Second Cook Grade D

More than 2,000 meals	More than 1,000 meals but less than 2,000 meals	More than 500 meals but less than 1,000 meals	Less than 500 meals
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1.2 **General Services Classifications**

- (a) **Assistant Gardener** - An Employee engaged to assist a gardener.
- (b) **Cleaner** - An Employee who performs basic cleaning functions.
- (c) **Cleaner – Windows** - An Employee cleaning external windows where any part of the window to be cleaned is more than four and a half metres (4.5 metres) from the ground or balcony. Provided that the window is cleaned from the outside of the building.
- (d) **Driver <1.25 Tonnes** - An Employee who drives small vehicles (1.25 Tonnes or less).
- (e) **Driver 1.25 – 3.0 Tonnes** - An Employee who performs transport related functions, including drivers of intermediate sized vehicles (1.25 to 3.0 Tonnes).
- (f) **Driver Over 3.0 Tonnes** - An Employee who performs transport related functions, including drivers of non-articulated vehicles over 3.0 Tonnes.
- (g) **Driver Articulated 12-13 Tonnes** - An Employee performing transport related functions, including drivers of articulated vehicles.
- (h) **Gardener Advanced** - Gardener Trade who holds post-trade qualifications and is capable of and required to work autonomously and is required to prioritise their own work with a substantial level of accountability and responsibility.
- (i) **Gardener (Non-Trade)** - An Employee engaged in the pruning or trimming of plants or trees; or in budding, propagating, planting or plotting or like garden related functions.
- (j) **Gardener Superintendent** - A Gardener Trade who is responsible for the supervision, work allocation, on the job training, rostering and/or guidance of gardening staff.
- (k) **Gardener Trade** - A tradesperson gardener who has satisfactorily completed the approved apprenticeship course in gardening or who has been issued with an approved trade certificate.
- (l) **General Services Supervisor** - An Employee performing work which involves the supervision of staff within the general services stream of this Agreement or the supervision of staff within a general services related department or section. Such a person would be responsible for administrative duties such as work allocation, training, rostering and guidance of fifteen or more staff and may assist in the recruitment of staff.
- (m) **Handyperson Advanced** - A Handyperson Trade who holds post-trade qualifications and is capable of, and required to work autonomously, and is required to prioritise their own work with a substantial level of accountability and responsibility.
- (n) **Handyperson Trade** - An Employee employed as a handyperson who has satisfactorily completed the approved apprenticeship course for a handyperson or who has been issued with an approved trade certificate.

- (o) **Handyperson (Unqualified)** - An Employee who performs basic maintenance work.
- (p) **Security Officer Grade 1** - An Employee who performs a dedicated security function involving the security of patients, staff or the facilities.
- (q) **Security Officer Grade 2A** - Security Officer who is required to regularly access computers in the course of their employment and/or has been provided with relevant training.

1.3 Technical Therapy and Clinical Classifications

Technical, Therapy and Clinical Supervisor

- (a) An Employee who performs work which involves the supervision of staff within the Technical and Clinical stream of this Agreement, or the supervision of staff within a Technical and Therapy a related department or section.
- (b) The Employee would be responsible for administrative duties such as work allocation, training, rostering and guidance of fifteen or more staff and may assist in the recruitment of staff.

2. Skill Levels

2.1 Level 1

- (a) An Employee at this level:
 - (i) works within established routines, methods and procedures;
 - (ii) has minimal responsibility, accountability or discretion;
 - (iii) works under direct or routine supervision, either individually or in a team; and
 - (iv) no previous experience or training is required.
- (b) Indicative tasks performed and indicative classifications at this level are:

Classification Group	Indicative Tasks Performed and Indicative Classifications
Food Services	Basic food preparation; the cooking of basic meals; cleaning of food preparation and consumption areas and cooking equipment and utensils and the serving and delivery of meals. Food and Domestic Services Assistant Other Cook
General Services	Cleaning; assisting a gardener and basic maintenance work. Cleaner Assistant Gardener Maintenance/Handyperson (Unqualified)

2.2 Level 2

- (a) An Employee at this level:

- (i) works within established routines, methods and procedures;
 - (ii) has limited responsibility, accountability or discretion;
 - (iii) may work under limited supervision, either individually or in a team;
 - (iv) possesses communication skills and
 - (v) requires on-the-job training and/or specific skills training or experience.
- (b) Indicative tasks performed and indicative classifications at this level are:

Classification Group	Indicative Tasks Performed and Indicative Classifications
General Services	<p>A window or other specialist cleaner and gardening work requiring no formal qualifications; general housekeeping functions.</p> <p>Cleaner cleaning windows</p> <p>Gardener (non-trade)</p>

2.3 Level 3

- (a) An Employee at this level:
- (i) is capable of prioritising work within established routines, methods and procedures;
 - (ii) is responsible for work performed with a limited level of accountability or discretion;
 - (iii) works under limited supervision, either individually or in a team;
 - (iv) possesses sound communication skills; and
 - (v) requires specific on-the-job training and/or relevant skills training or experience.
- (b) Indicative tasks performed and indicative classifications at this level are:

Classification Group	Indicative Tasks Performed and Indicative Classifications
Food Services	<p>An unqualified (non-trade) cook employed as a sole cook in a kitchen or an unqualified (non-trade) cook providing specialist cooking functions.</p> <p>Cook Employed Alone</p>
General Services	<p>Driving small vehicles (1.25 tonnes or less) within and between establishments.</p> <p>Driver 1.25 Tonne or less</p>

2.4 Level 4

- (a) An Employee at this level:

- (i) is capable of prioritising work within established routines, methods and procedures;
 - (ii) is responsible for work performed with a medium level of accountability or discretion;
 - (iii) works under limited supervision, either individually or in a team;
 - (iv) possesses sound communication and/or arithmetic skills; and
 - (v) requires specific on-the-job training and/or relevant skills training or experience.
- (b) Indicative tasks performed and indicative classifications at this level are:

Classification Group	Indicative Tasks Performed and Indicative Classifications
Food Services	An Employee whose primary function is to liaise with patients/clients and staff to obtain appropriate meal requirements of patients/clients, and to tally and collate the overall results. Food Monitor

2.5 Level 5

- (a) An Employee at this level:
- (i) is capable of prioritising work within established policies, guidelines and procedures;
 - (ii) is responsible for work performed with a medium level of accountability or discretion;
 - (iii) works under limited supervision, either individually or in a team;
 - (iv) possesses good communication, interpersonal and/or arithmetic skills; and
 - (v) requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience.
- (b) Indicative tasks performed and indicative classifications at this level are:

Classification Group	Indicative Tasks Performed and Indicative Classifications
General Services	An Employee performing dedicated security functions; an Employee performing transport related functions, including drivers of intermediate sized vehicles (1.25 tonnes to 3 tonnes and Security Officer Grade 1. Driver 1.25 Tonne to 3 Tonne

2.6 Level 6

- (a) An Employee at this level:

- (i) is capable of prioritising work and exercising discretion within established policies, guidelines and procedures;
 - (ii) is responsible for work performed with a medium level of accountability;
 - (iii) works under limited supervision, either individually or in a team;
 - (iv) possesses well developed communication, interpersonal and/or arithmetic skills; and
 - (v) requires substantial on-the-job training, may require formal qualifications and/or relevant skills training or experience.
- (b) Indicative tasks performed and indicative classifications at this level are:

Classification Group	Indicative Tasks Performed and Indicative Classifications
General Services	An Employee performing transport related functions, including drivers of non-articulated vehicles over three tonnes. Driver over three Tonne

2.7 Level 7

- (a) An Employee at this level:
- (i) is capable of prioritising work and exercising discretion within established policies, guidelines and procedures;
 - (ii) is responsible for work performed with a substantial level of accountability;
 - (iii) works either individually or in a team;
 - (iv) possesses well developed communication, interpersonal and/or arithmetic skills; and
 - (v) requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.
- (b) Indicative tasks performed and indicative classifications at this level are:

Classification Group	Indicative Tasks Performed and Indicative Classifications
Food Services	A Cook with relevant qualifications. Second Cook Grade D Trade Cook
General Services	A handyperson with Trade qualifications performing general maintenance duties; a gardener with Trade qualifications performing general gardening duties; a dedicated Security Officer required to regularly access computers in the course of the Employee's employment and/or

has been provided with relevant training; an Employee performing transport related functions, including drivers of articulated vehicles.

Maintenance/Handyperson (Trade)

Gardener (Trade)

Driver articulated 12-13 Tonnes Security Officer Grade 2

2.8 Level 8

(a) An Employee at this level:

- (i) is capable of functioning semi autonomously, and prioritising their own work within established policies, guidelines and procedures;
- (ii) is responsible for work performed with a substantial level of accountability;
- (iii) works either individually or in a team;
- (iv) may require basic computer knowledge or be required to use a computer on a regular basis;
- (v) possesses administrative skills and problem solving abilities;
- (vi) possesses well developed communication, interpersonal and/or arithmetic skills; and
- (vii) requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

(a) Indicative tasks performed and indicative classifications at this level are:

Classification Group	Indicative Tasks Performed and Indicative Classifications
Food Services	A Cook or Chef with relevant qualifications. Chef Grade D Second Cook Grade C

2.9 Level 9

(a) An Employee at this level:

- (i) is capable of functioning with a high level of autonomy, and prioritising their own work within established policies, guidelines and procedures;
- (ii) is responsible for work performed with a substantial level of accountability and responsibility;
- (iii) works either individually or in a team;
- (iv) may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- (v) possesses administrative skills and problem solving abilities;

- (vi) possesses well developed communication, interpersonal and/or arithmetic skills; and
- (vii) may require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

(b) Indicative tasks performed and indicative classifications at this level are:

Classification Group	Indicative Tasks Performed and Indicative Classifications
Food Services	A Cook or Chef with relevant qualifications. Second Cook Grade B Chef Grade C
General Services	A Maintenance/Handyperson or Gardener with post-trade qualifications or specialisation and who is required to work autonomously. Maintenance/Handyperson (Advanced) Gardener (Advanced)

2.10 Level 10

(a) An Employee at this level:

- (i) is capable of functioning autonomously, and prioritising their own work within established policies, guidelines and procedures;
- (ii) is responsible for work performed with a substantial level of accountability and responsibility;
- (iii) works either individually or in a team;
- (iv) may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- (v) possesses administrative skills and problem solving abilities;
- (vi) possesses well developed communication, interpersonal and/or arithmetic skills; and
- (vii) will most likely require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

(a) Indicative tasks performed and indicative classifications at this level are:

Classification Group	Indicative Tasks Performed and Indicative Classifications
Food Services	A Cook or Chef with relevant qualifications. Chef B

2.11 Level 11

- (a) An Employee at this level:
- (i) is capable of functioning autonomously, and prioritising their own work and the work of others within established policies, guidelines and procedures;
 - (ii) is responsible for work performed with a substantial level of accountability and responsibility;
 - (iii) may supervise the work of others, including work allocation, rostering and guidance;
 - (iv) works either individually or in a team;
 - (v) may require comprehensive computer knowledge or be required to use a computer on a regular basis;
 - (vi) possesses developed administrative skills and problem solving abilities;
 - (vii) possesses well developed communication, interpersonal and/or arithmetic skills; and
 - (viii) may require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.
- (b) Indicative tasks performed and indicative classifications at this level are:

Classification Group	Indicative Tasks Performed and Indicative Classifications
Food Services	A Cook or Chef with relevant qualifications; supervision, work allocation and rostering and/or guidance of staff. Chef Grade A Food Services Supervisor
General Services	Supervision, work allocation, on-the-job training and rostering and/or guidance of staff. Gardener Superintendent General Services Supervisor
Technical, Therapy and Clinical Care	Supervision, work allocation and rostering and/or guidance of staff. Technical, Therapy and Clinical Care Supervisor

3. Allied Health Assistants

3.1 Allied Health Assistant Grade 1 (Unqualified)

- (a) An unqualified person who is required to perform work of a general nature under the direct supervision of an Allied Health Professional. The Assistant can work under supervision, either individually, or in a team performing a wide range of duties (for example, this may include collection and preparation of equipment, maintaining client contact details, monitoring clients to ensure that they follow their program).
- (b) An Allied Health Assistant Grade 1 will not be required to hold any qualifications. Where an Allied Health Assistant Grade 1 seeks to obtain a Certificate III (Allied Health Assistance) from a registered training organisation the Employer, where practicable, will assist the person to complete the qualification. Such assistance may include financial assistance, flexible rostering, supervised practice and/or study leave.
- (c) Automatic progression to grade 2 will occur upon the successful completion of the Certificate III in Health Services Assistance (Allied Health Assistance) based on the date of certification from the registered training organisation. Note it is the responsibility of the Employee to provide evidence of their qualification.

3.2 Allied Health Assistant Grade 2 (Qualified)

- (a) A qualified person who is required to perform work of a general nature under the supervision of an Allied Health Professional.
- (b) A mandatory requirement for this level is successful completion of at least the Certificate III (Allied Health Assistance) from a registered training organisation or its equivalent.
- (c) A qualified Allied Health Assistant performs a wide range of duties to support the work of Allied Health Professionals.
- (d) The Allied Health Assistant Grade 2 is able to:
 - (i) Perform the full range of duties of a Grade 1.
 - (ii) Work directly with an Allied Health Professional; work alone or in teams under supervision following a prescribed program of activity.
 - (iii) Use communication and interpersonal skills to assist in meeting the needs of clients.
 - (iv) Accurately document client progress and maintain documents as required.
 - (v) Demonstrate a capacity to work flexibly across a broad range of therapeutic and program related activities.
 - (vi) Identify client circumstances that need additional input from the Allied Health Professional.
 - (vii) Prioritise work and accept responsibility for outcomes within the limit of their accountabilities.

3.3 Allied Health Assistant Grade 3 (Qualified)

- (a) A qualified person who is required to perform work of a general nature under the supervision of an Allied Health Professional.

- (b) An Allied Health Assistant Grade 3 is a person appointed as such. A mandatory requirement for this level is successful completion of at least the Certificate IV (Allied Health Assistance) from a registered training organisation or its equivalent.
- (c) The Allied Health Assistant Grade 3 is able to:
 - (i) Perform the full range of duties of a Grade 1 and Grade 2.
 - (ii) Understand the basic theoretical principles of the work undertaken by the Allied Health Professional whom they are employed to support.
 - (iii) Work with minimum supervision to implement therapeutic and related activities, including maintenance of appropriate documentation.
 - (iv) Identify client circumstances that need additional input from the Allied Health Professional, including suggestions as to appropriate interventions.
 - (v) Demonstrate very good communication and interpersonal skills.
 - (vi) Organise their own workload and to set work priorities within the program established by the Allied Health Professional.
 - (vii) If required, to assist in the supervision the work being performed by Grade 1 and 2 Allied Health Assistants and those in training.

SCHEDULE D: MANAGEMENT AND ADMINISTRATIVE OFFICERS

CLASSIFICATION STRUCTURE

This classification structure only applies to Management and Administrative Employees.

1. GRADE 1

1.1 Description

- (a) Positions at the Grade 1 level are regarded as base grade administrators or operators within a defined activity.
- (b) Grade 1 Employees include Clerical Workers who on commencement of this Agreement were employed as Clerical Workers under the Merri Health Enterprise Agreement 2021.

1.2 Work Level Standard

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

1.3 Typical Role/Duties

- (a) Prepare statistical reports and summaries and monitor and check accuracy of reports;
- (b) Monitor daily billings and collections by cashiers and banking;
- (c) Process standard claim forms, ensuring that all legislated procedural requirements are met;
- (d) Train new Employees in basic clerical or administrative functions;
- (e) Follow progress of invoices, orders or payments to ensure action occurs as specified in these documents;
- (f) Undertake enquiries related to work area; for example the availability of ordered stock, the best available price for ordered items, overdue accounts;
- (g) Maintain accurate and effective filing systems;
- (h) Communicate with external organisations such as health insurance funds, Accident Compensation Commission, Veterans' Affairs, and WorkCover claims administration agents regarding payment of accounts;

- (i) Prepare minutes and agendas, and coordinate meeting dates for committee meetings.

2. **GRADE 2**

2.1 **Description**

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

2.2 **Work Level Standard**

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

2.3 **Typical Role/Duties**

- (a) Supervise the day to day activities of a small group of staff (relative to the size of the organisation) within a specified function (e.g. payroll, patient accounts);
- (b) Liaise with immediate supervisor and middle management level positions to seek and provide information;
- (c) Establish and maintain appropriate work patterns and procedures for the function supervised;
- (d) Administer the function to ensure current policy and procedures are understood and adhered to;
- (e) Prepare reports for use by management;
- (f) Liaise and consult with external agencies (e.g. Medicare, Health Insurance Funds, Transport Accident Commission, WorkCover) with regard to routine transactions;
- (g) Liaise with patients/clients to obtain information and discuss problems in relation to routine transactions;
- (h) Liaise with suppliers for the routine purchase and delivery of health service supplies.

3. **GRADE 3**

3.1 **Description**

- (a) Positions at this level are regarded as senior supervisory positions overseeing a small to medium sized work group (relative to the size of the health service);
- (b) a specialist role within a particular technical or professional position; or
- (c) administrators responsible for a specified activity recognised across the Employer.

3.2 **Work Level Standard**

- (a) Positions require proficiency in the use of established technical or administrative processes through a number of years experience in the field or a qualified tertiary graduate. They demonstrate supervisory or technical leadership for a distinct activity which may need to be coordinated with other activities. Positions require the ability to obtain co-operation and assistance in the administration of well defined activities and/or to influence others in the achievement of set objectives.
- (b) The broad parameters of the position are clearly defined, although judgement may be required to select from a range of standardised systems or techniques. Precedent or standard procedures or instructions generally exist for most work situations and policy guidelines may assist in the selection of the most suitable course of action.
- (c) Supervisory positions independently organise and oversee the day-to-day activities of subordinate staff within clearly defined standards, budgets and time frames. Specialist positions provide sound technical advice to peers, and to more senior positions. All positions are responsible for recommending or accepting particular actions.

3.3 **Typical Role/Duties**

- (a) Recruit and select permanent and temporary staff for general positions;
- (b) Coordinate and submit consolidated reports;
- (c) Implement controls and systems to ensure resources are fully utilised and health service policies are implemented;
- (d) Develop and present training programs;
- (e) Liaise with senior staff to obtain and present information;
- (f) Allocate and control staff and resources to ensure activities of the work area are carried out efficiently and effectively;
- (g) Monitor safe work practices and security standards to maintain a safe and secure environment;
- (h) Assist staff with problems, and recommend action to be taken.

4. **GRADE 4**

4.1 **Description**

- (a) Positions at this level are regarded as middle management in control of a medium workforce; or

- (b) administrators managing a function, or an experienced specialist role within a particular technical or professional discipline.

4.2 **Work Level Standard**

- (a) Positions require proficiency in the use of broad technical or administrative processes through a number of years of experience in the field or to be a tertiary graduate with a number of years experience in the field. They require understanding and/or leadership across an activity, which may need coordination with other activities. Considerable persuasive skills are required for successful adoption of operational schedules and to gain cooperation of the workforce.
- (b) The broad parameters of the job are well known but are often diverse and require judgement in selecting the appropriate action. Problems are generally manageable and solutions guided by precedent and practice.
- (c) Management positions are accountable for the scheduling and implementation of major work programs within defined budgets and policy guidelines. Specialist jobs provide authoritative advice to peers and more senior positions in the discipline. As such all positions are predominantly responsible for the action undertaken.

4.3 **Typical Role/Duties**

- (a) Provide advice on techniques and procedures for occupational health and safety matters (including infection control);
- (b) Undertake quality and risk management programs to ensure the achievement of required standards;
- (c) Develop rosters for the cleaning of all areas and presentation of gardens involving up to 100 staff;
- (d) Prepare reports on service delivery development and undertake special projects for the Employer which may be required on behalf of Government agencies such as Department of Human Services/Department of Health;
- (e) Review the staff profile and adjust where necessary to maintain the integrity of reports and the internal staff profile, advise on funding available for staffing requirements;
- (f) Oversee and contribute to the formulation, implementation and ongoing review of staff induction and training programs;
- (g) Collaborate with senior management, Medical Practitioners , injured staff, Unions and rehabilitation providers to devise, plan and implement rehabilitation programs;
- (h) Review existing computer software effectiveness with a view to enhancing its functionality and develop software to meet new requirements;
- (i) Prepare and interpret financial budgets, annual returns and comparative monthly statements.

5. **GRADE 5**

5.1 **Description**

- (a) Positions at this level are senior managers, professionals and specialists who are generally responsible for a significant operational area, function or department within a division or health care services unit; or
- (b) multi-function manager of the Employer providing a range of services across the Employer.

5.2 **Work Level Standard**

- (a) A high degree of proficiency in the use of technical or administration processes through extensive experience would be typical at this level along with appropriate qualifications. Understanding and leadership across a number of activities within the major program require considerable coordination skills. It also requires persuasive ability to gain the commitment of peers and subordinates in the identification of action plans and managing progress where there are competing activities.
- (b) Although work assignments apply familiar techniques and methods, there is also a requirement to recommend the modification or adaptation of techniques and methods that impact upon other areas of the Employer. These activities require the detailed analysis of the major alternatives, including cost impact and implications for implementation prior to the presentation of well thought through action plans.
- (c) Considerable latitude is provided to senior managers in the design of work programs, independent allocation of resources and control over budgets. Nonetheless, the position operates within the constraints of Employer policy/procedure, Government agencies such as the Department of Human Services/Department of Health guidelines and professional standards. These positions are held accountable for significant projects or functions which involve a major requirement to make things happen, consistent with the established standards.

5.3 **Typical Role/Duties**

- (a) Plan operating budgets and resource requirements to accommodate expanded facilities and services;
- (b) Investigate the supply needs of the Employer leading to the development of purchasing and inventory control programs required to achieve cost effective delivery schedule;
- (c) Inspect suppliers, manufacturing and wholesale operations to ensure the achievement of minimum standards of hygiene, product quality, distribution and storage standards;
- (d) Develop menus, oversee food preparation and presentation and manage food supply within budget limits for the Employer ;
- (e) Manage a range of services covering patient services, finance, personnel, gardening, building maintenance and community relations;
- (f) Establish, manage and oversee consultative mechanisms and advise the Employer management on developing industrial and Employee-related issues;
- (g) Represent and advocate on behalf of the health service at industrial relations tribunals and in employment negotiations;
- (h) Conduct programmed audits into operational and financial procedures and the safeguarding of assets;

- (i) Determine the performance of organisational units in the Employer in respect of their financial planning, and control activities in compliance with management instructions, statements of policy and procedures, high standards of administrative practice and Employer objectives.

6. **GRADE 6**

6.1 **Description**

- (a) Positions at this level are senior managers of large divisions;
- (b) expert managers of complex/advanced functions with Employer-wide application;
- (c) executives providing a range of services across the Employer; or
- (d) senior managers of a number of varied functions across the Employer.

6.2 **Work Level Standard**

- (a) Positions require specialised knowledge resulting from years of experience in health service management. Appropriate tertiary qualifications are typically required at this level. The knowledge required spans several disciplines and there is a requirement for integration of a range of associated operations as part of a major program delivery. There is a requirement for persuading others to adopt a particular course of action where there are competing objectives and priorities plus a variety of outcomes.
- (b) Standard systems, methods and procedures are determined by positions at this level for adherence across the Employer or group of specialised health care services. This requires extensive analytical skills in interpreting service needs, general guidelines, local conditions and the achievability of the desired results.
- (c) Management positions typically follow operating precedent and procedure but there is latitude in the emphasis given across a range of projects or services. Similarly, positions have a role in the development of business plans, new operation targets and the apportionment of total resources, but there are others who are predominantly responsible for the determination of these aspects. Technical/professional positions are regarded by professional peers as expert in the disciplines covering a complete function where the advice rendered would only be challenged by other experts. In all cases, the position is held accountable for the integrity of the service/project/advice and the achievement of significant standards of performance benefiting the entire Employer.

6.3 **Typical Role/Duties**

- (a) Prepare economic and demographic forecasts as part of an overall planning process to determine the future growth and services of the Employer;
- (b) Develop financial control systems, budget guidelines and reporting mechanisms so that the health service Executive and Board have a complete understanding of the financial viability, efficiency and future options for resource management;
- (c) Direct and control a range of technical and engineering services covering plant, building and grounds maintenance, capital and minor works, plant and equipment assessment, energy management, and reticulation of electricity, water, gases;

- (d) Direct and control a significant service function of the Employer, determining staffing, training, supply and expenditure needs;
- (e) Oversee and direct the provision of a comprehensive patient food service, as well as an extensive non-patient service through varied on-site food service outlets, including staff cafeteria, coffee shop, bistro/snack bar;
- (f) Advise and counsel management and senior staff on human resource issues, such as disciplinary matters, the identification of new work practices to reduce budget overruns, consultative strategies, training needs and management obligations.

7. GRADE 7

7.1 Description

Positions at this level are executives or managers in charge of a principal division/department the Employer.

7.2 Work Level Standard

- (a) Emphasis is on the management of a range of service support activities or the management of a major division of the Employer. Appropriate tertiary qualifications are typically required at this level. Activities would embrace the planning, organising, directing and controlling of subordinate staff that in turn have specific technical responsibilities. This requires leadership to gain full integration of support activities affecting the total Employer. Positions would require a specialised knowledge resulting from years of experience in administration and management as well as in their field of expertise.
- (b) Operating policy and standards to be applied across the Employer are established by positions at this level. A good understanding of the health system is required for the position to identify innovative solutions to complex matters affecting the whole of the service delivery.
- (c) Direction of the work program is defined in terms of results to be achieved within agreed budgets, the effectiveness of outcomes being subject to ongoing executive, Board and/or Departmental review. Principal management positions within the Employer would provide advice and report to executive positions. Executive positions independently managing with a high degree of delegation would be accountable for the management, administration and operation, but would seek advice from their professional peers.

7.3 Typical Role/Duties

- (a) Direct and control a range of services covering industrial relations, personnel, finance, accounts, patient services, buildings and grounds maintenance, plus community relations;
- (b) Prepare, manage and monitor budgets including the examination of resource utilisation and redeployment of resources to areas to meet priority needs;
- (c) Monitor budget and patient throughput targets and take remedial action to ensure that Employer meets the conditions of its *Health Service Agreement*;
- (d) Administer and control the financial management and accounting functions, resulting in guidance to management on the most efficient and effective manner in which the financial resources of the health service can be best utilised;

- (e) Provide management with information and data that will assist in establishing short, medium and long term goals to ensure that the future planning and direction of the Employer is aimed at providing an optimum level of patient and community care.

8. GRADE 8

8.1 Description

- (a) Typically positions at this level operate at the executive level; or
- (b) Managers in control of a substantial division/department or facilities.

8.2 Work level standards

- (a) The principal emphasis is management of major and large activities embracing the planning, organising, directing and controlling of subordinate staff that in turn have managerial responsibilities. This requires leadership at both a technical and human resource level to gain maximum integration of diverse activities affecting the total health service. Negotiation with external groups on difficult and sensitive health care and service delivery issues would be a regular feature of jobs at this level.
- (b) In addition to setting the standards of service across the Employer, this position is required to understand community and Government needs in relation to health care. This provides the framework for positions at this level to create new services, establish new service standards or reallocate/redesign the ways in which such services are provided to the community.
- (c) Direction of the work program is defined in terms of results to be achieved within agreed budgets but with methods being suggested and seldom specified in detail. Judgements on the effectiveness of outcomes are subject to ongoing review and there is a requirement to report to other executives and the relevant Government agencies including Department of Human Services/Department of Health on major issues. Within this context, it is clearly the responsible manager in the areas of delegated accountability.

8.3 Typical Role/Duties

- (a) Develop and implement plans for future expansion of services and facilities to meet emerging community health needs and operating efficiency constraints;
- (b) Direct and control subordinate managers in control of environmental services, linen services, engineering and technical services, human resources, supply, catering, patient services, management information services and public relations;
- (c) Represent the Employer in meetings with external professional organisations and the relevant Government agencies including Department of Human Services/Department of Health in order to facilitate improved service standards and achievement of budget constraints;
- (d) Authorise statutory and other reports as required by the relevant Government agencies including Department of Human Services/Department of Health in relation to service delivery standards and budget status;
- (e) Direct and control the full range of services including policy development and planning for the short and longer term development of the Employer;

- (f) Control the accounting and financial reporting functions of business, investment and operational units which are conducted independently of the Employer's operating and funding arrangements;

9. GRADE 9

9.1 Description

Executives managing the principal functions of the Employer.

9.2 Work Level Standards

- (a) A thorough understanding of health care administration and health care issues is required in order to manage large and complex services, obtain maximum productivity from a large workforce and integrate all aspects of health care. In addition to the direct management of all administrative support functions, positions at this level are required to directly influence clinical and clinical support service delivery. Negotiations at this level occur with professional specialists and significant community representatives in regard to service delivery, facilities and resource requirements.
- (b) Because many of the issues are complex and require considerable interpretation, to the major health care issues, this position is required to develop proposals to identify the future plans for the health service and the nature of its services. Influencing factors are diverse and choice often requires a synthesis of opinions, detailed analysis of options and presentation of achievable plans. Support in the management of these issues may be provided, as appropriate, through the Chief Executive Officer, Executive managers, Department of Human Services/Department of Health or other relevant Government agency representatives and expert consultants in specialist fields.
- (c) The achievement of results is substantially vested in this position allowing considerable autonomy in the deployment of allocated resources and management of project plans. At the same time, there is limited freedom to initiate and commit the health service to new ventures without approval from the key stakeholders and Chief Executive Officer/Board. Within the context of approved policy, the position can commit the organisation to major expenditure programs and can act as spokesperson in public forums.

9.3 Typical Role/Duties

- (a) Undertake major special projects that substantially reshape the future health care service for the Employer;
- (b) Direct and control a comprehensive human resource function in a major or multi-faceted, multi-campus service providing strategic advice to the Executive, and directing a range of activities including workforce planning; organisation and policy development; industrial relations; salary administration; occupational health and safety policy, training and procedures; rehabilitation and WorkCover claims management and representation; personnel administration; staff development and training; staff counselling and the selection, recruitment and termination of Employees;
- (c) Manage the full range of administrative and support functions and services for the Employer, identify outcomes, resources and standards of operation and manage specific issues, to improve operating efficiency and effectiveness;

- (d) Manage an executive relationship with Unions which involves the identification of issues and strategies for the consultative involvement of staff through elected representatives, as well as the negotiation of disputes which may occur from time to time;
- (e) Liaise and negotiate with relevant Government agencies such as Department of Human Services/Department of Health on health service-wide policy matters; including resources, health care delivery, capital works and other matters;
- (f) Direct the Employer's planning activities and provide leadership and overall guidance in both the administration and operation of a district hospital;
- (g) Advise the Board of Management on matters of policy, financial planning, service needs and delivery, legal and statutory obligations and any other matters affecting the Employer.

10. GRADE 10

10.1 Description

Senior executives of a major service for the Employer.

10.2 Work Level Standards

- (a) Positions require a full understanding of public health care issues plus health system management. The management role covers all aspects of health care provided by a major health service including funding, standards of clinical practice and clinical support service delivery and long term planning of resources and future services. Negotiations at this level require skill to persuade the Chief Executive Officer and the Board of Management, executive representatives of relevant Government agencies such as Department of Human Services/Department of Health plus community representation.
- (b) A requirement at this level is to develop short, strategic plans to meet the requirements of the local community, match relevant Government agencies such as Department of Human Services/Department of Health standards and ensure appropriate standards of health care delivery. In developing proposals and implementation plans, positions at this level are provided with latitude but are required to ensure that all aspects are fully explored and acceptable to the key stakeholders.
- (c) Broad operating policies are provided from the Executive and the Board and/or relevant Government agencies such as Department of Human Services/Department of Health along with an understood level of health care delivery for the local community. The allocation and organisation of all resources relating to principal functions are determined by positions at this level covering all aspects of the Employers activities. All executives at this level are held accountable for the achievement of the total health care delivery and service standards for the Employer.

10.3 Typical Role/Duties

- (a) Develop, negotiate and implement budgets covering all aspects of the Employer's activities;
- (b) Set policy and procedures for the effective and efficient running of the Employer and delivery of health care;

- (c) Control and manage non-clinical services within the Employer, as the senior executive, providing executive support and relief to the Chief Executive Officer, and financial advice to the Board of Management;
- (d) Develop and implement policies, programs and procedures for the Employer;
- (e) Managing a principal function the operations of a the Employer and ensure that resources are allocated appropriately in order to achieve targets within the budget parameters.

11. GRADE 11

11.1 Description

Senior executives of major multifaceted, multi-campus Employer services.

11.2 Work Level Standard

- (a) Positions require a thorough knowledge and expertise in health care issues and health service management. The management role covers all aspects of health care provided by the Employer, including funding, standards of clinical practice and clinical support service delivery and long term planning of resources and future services, or the management of significant non-clinical operations. Negotiations at this level require skill to persuade Boards of Management, Executive representatives of the relevant Government agencies such as Department of Human Services/Department of Health and Government representation.
- (b) Positions are likely to be required to identify major health care trends and develop strategic plans to meet the community requirements, relevant Government agencies such as Department of Human Services/Department of Health standards and ensure appropriate standards of health care delivery. The management plans and health service delivery standards developed by this job would be regarded by peers and health care experts as innovative and applicable throughout the health industry.
- (c) Positions at this level manage large Employer services, and are accountable for the full range of operations. The Board and/or relevant Government agencies such as the Department of Human Services/Department of Health provide broad operating policies, and positions would exercise judgement to achieve planned results.
- (d) Senior executives would operate with considerable flexibility and autonomy in the determination of strategies, budget allocation and major projects undertaken according to Board delegations.

11.3 Typical Role/Duties

- (a) Develop, negotiate and implement budgets covering all aspects of the Employer's activities.
- (b) Direct and control the delivery and provision of health care services which may include providing primary and secondary care and administrative support to other health services.
- (c) Initiate, develop and implement plans, policies and procedures designed to achieve high quality health and patient care.
- (d) Develop short, medium and long term capital, resource and service delivery development plans and direction.

- (e) Negotiate the Employers Funding Agreements with relevant Government agencies such as Department of Human Services/Department of Health.

12. **GRADE 12**

12.1 **Description**

Chief Executives of large services that typically consists of a number of sites or a comparable specialist health service.

12.2 **Work Level Standard**

- (a) Positions require substantial knowledge and expertise in local and state-wide public health care issues and health service management. The management role covers all aspects of health care provided by the Employer including funding, standards of clinical service delivery and long term planning of resources and future services. Negotiations at this level require skill to persuade Boards of Management, Executive representatives and relevant Government agencies such as Department of Human Services/Department of Health and Government representation.
- (b) At this level, positions are required to anticipate research and identify major health care trends and develop short and long term plans. Considerable judgement is required to ensure that all aspects of these plans and new services meet all the requirements of all stakeholders. As a result of initiatives undertaken by jobs at this level, it would be expected that programs could be adopted at other health services and substantially improve the standard of health care in the whole community.
- (c) The position is accountable for total health care service, cost effective delivery and implementation of long terms development plans. Considerable flexibility and autonomy is exercised by Chief Executives in the determination of organisational strategies, budget allocation and major projects undertaken within broad delegations from the Board.

12.3 **Typical Role/Duties**

- (a) Develop and implement service delivery plans and meet changing health care needs.
- (b) Establish corporate structure and formal delegation of responsibilities.
- (c) Ensure that the financial management requirements are met.

13. **GRADE 13**

13.1 **Description**

- (a) The Chief Executive Officer of a major health service.
- (b) Position requires a stature that clearly places the job at the most senior level in the industry.
- (c) The position manages of an organisation that is extremely large and diverse and controls a substantial operating budget. The position manages the Employer that is extremely large and diverse and controls a substantial operating budget. The Employer provides a comprehensive integrated health care service to people in the suburbs of metropolitan Melbourne and nearby catchment populations.

- (d) The services include public hospital services, community and home care services and community mental health services.

13.2 Work Level Standard

- (a) Requires a substantial knowledge and expertise in local and state-wide public health care issues and health service management. The management role covers all aspects of health care for a major multi-faceted and multi campus health service including funding, standards of clinical service delivery and long term planning of resources and future services. Negotiations at this level require skill to persuade Boards of Management, Executive representatives and relevant Government agencies such as Department of Human Services/Department of Health and Government representation.
- (b) Required to anticipate research and identify major health care trends and develop short and long term plans. As such there is considerable professional judgement to be exercised, to ensure that all aspects of these plans and new services meet all the requirements of the various stakeholders. As a result of initiatives undertaken by jobs at this level, it would be expected that programs could be adopted at other health services and substantially improve the standard of health care in the whole community.
- (c) Positions at this level manage major multi-faceted and multi-campus health care services. The position is accountable for total Employer, cost effective delivery and implementation of long terms development plans. The position is responsible for controlling a substantial operating budget. Considerable flexibility and autonomy is exercised by the Chief Executive Officer in the determination of organisational strategies, budget allocation and major projects undertaken within broad delegations from the Board.

SCHEDULE E: SOCIAL AND COMMUNITY SERVICES EMPLOYEE CLASSIFICATION STRUCTURE

This classification structure applies only to Social and Community Services Employees.

1. Definitions

- 1.1 **Social and Community Services Employees** means the provision of social and community services including social work, welfare work, or community development work, including policy, advocacy or representation and the provision of disability services including the provision of personal care and domestic and lifestyle support to a person with a disability in a community setting including respite centre and day services.
- 1.2 **Social work** includes the assisting of an individual to achieve the best possible personal, family and social adjustment, the treatment of social problems by group techniques, research into social needs and anomalies and action undertaken to correct such needs and anomalies and community organisation.
- 1.3 **Welfare work** includes:
- (a) Information collection and provision related to benefits and services and community resources available to clients;
 - (b) Assistance in the resolution of specified problems;
 - (c) Supportive counselling to clients without complex personal problems;
 - (d) Direct service provision and care for people in residential settings, day and occasional care settings;
 - (e) Referral and liaison to other professionals and agencies;
 - (f) Community work including the organising of community facilities to meet gaps in services or developing community interest and action in providing for social welfare needs.
- 1.4 **Community development work** means working with a community (as defined) to address issues, needs and problems for that community through facilitating collective solutions, by the use of one or more of the following:
- (a) Research and analysis of community issues, needs or problems;
 - (b) Development and maintenance of community resources;
 - (c) Community organisation;
 - (d) Development, maintenance and evaluation of community programs;
 - (e) Community policy development, interpretation and implementation;
 - (f) Community planning;
 - (g) Representation, advocacy, negotiation and mediation within and between communities, agencies, institutions and government;
 - (h) Development and maintenance of networks;

- (i) Liaison with community groups, other workers and professionals, agencies and government;
- (j) Development and transfer of skills and knowledge in community organisation, community education, advocacy, resource development, cultural awareness and other relevant areas, within the community (as defined);
- (k) Public and community education and public relations;
- (l) Preparation and distributions of written, audio-visual and other material as required;
- (m) Administrative tasks associated with the maintenance of community projects including preparation of submissions, reports of financial documentation;
- (n) Assisting individual members of a community in relation to other professionals, institutions, community agencies, government and other bodies;
- (o) Community campaign development and organisation;
- (p) but excluding the predominant use of direct service delivery to clients, individual casework and counselling.
- (q) Community mean a group defined in geographical, cultural, economic, social, demographic, special interest and/or political terms and is deemed to include those based on gender, race, ethnicity, disability, workplace, residence or age and may be self-defined.

3. **Classifications**

3.1 **Social and community services employee level 1**

(a) **Characteristics of the level**

- (i) A person employed as a Social and community services employee level 1 works under close direction and undertakes routine activities which require the practical application of basic skills and techniques. They may include the initial recruit who may have limited relevant experience.
- (ii) General features of work in this level consist of performing clearly defined activities with outcomes being readily attainable. Employees' duties at this level will be closely monitored with instruction and assistance being readily available.
- (iii) Freedom to act is limited by standards and procedures. However, with experience, employees at this level may have sufficient freedom to exercise judgment in the planning of their own work within those confines.
- (iv) Positions at this level will involve employees in extensive on-the-job training including familiarisation with the goals and objectives of the workplace.
- (v) Employees will be responsible for the time management of their work and required to use basic numeracy, written and verbal communication skills, and where relevant, skills required to assist with lifestyle support.
- (vi) Supervision of other staff or volunteers is not a feature at this level. However, an experienced employee may have technical oversight of a minor work activity.

(vii) At this level, employers are expected to offer substantial internal and/or external training.

(b) **Responsibilities**

A position at this level applies established practices and procedures.

(c) **Requirements of the position**

Some or all of the following are needed to perform work at this level:

(i) **Skills, knowledge, experience, qualifications and/or training**

- A. developing knowledge of the workplace function and operation;
- B. basic knowledge of administrative practices and procedures relevant to the workplace;
- C. a developing knowledge of work practices and policies of the relevant work area;
- D. basic numeracy, written and verbal communication skills relevant to the work area;
- E. at this level employers are required to offer substantial on-the-job training.

(ii) **Organisational relationships**

Work under direct supervision.

(iii) **Extent of authority**

- A. Work outcomes are clearly monitored.
- B. Freedom to act is limited by standards and procedures.
- C. Solutions to problems are found in established procedures and instructions with assistance readily available.
- D. Project completion according to instructions and established procedures.
- E. No scope for interpretation.

3.2 Social and community services employee level 2

(a) **Characteristics of the level**

- (i) A person employed as a Social and community services employee level 2 will work under general guidance within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge
- (ii) General features at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the organisation. In addition, employees may be required to assist senior workers with specific projects.

- (iii) Employees will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower classified employees or volunteers concerning established procedures to meet the objectives of a minor function.
- (iv) Employees will be responsible for managing time, planning and organising their own work and may be required to oversee and/or guide the work of a limited number of lower classified employees or volunteers. Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.
- (v) Employees who have completed an appropriate certificate and are required to undertake work related to that certificate will be appointed to this level. Where the appropriate certificate is a level 4 certificate the minimum rate of pay will be pay point 2.
- (vi) Employees who have completed an appropriate diploma and are required to undertake work related to the diploma will commence at the second pay point of this level and will advance after 12 full-time equivalent months' satisfactory service.

(b) Responsibilities

A position at this level may include some of the following:

- (i) undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgment within clearly established procedures and/or guidelines;
- (ii) achieve outcomes which are clearly defined;
- (iii) respond to enquiries;
- (iv) assist senior employees with special projects;
- (v) perform elementary tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area;
- (vi) perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for moneys and assistance to clients;
- (vii) assist with administrative functions;
- (viii) Social Support Program Support Worker – Support Workers responsible for day to day support of clients designed to enhance people's independence by promoting physical activity, cognitive stimulation, healthy nutrition, emotional wellbeing and social inclusion. Activities include, developing, reviewing and implementing care plans, maintaining food safety standards, personal care work and assisting with client transport.

(c) Requirements of the position

Some or all of the following are needed to perform work at this level:

- (i) **Skills, knowledge, experience, qualification and/or training**
 - A. basic skills in oral and written communication with clients and other members of the public;
 - B. knowledge of established work practices and procedures relevant to the workplace;
 - C. knowledge of policies relating to the workplace;
 - D. application of techniques relevant to the workplace;
 - E. developing knowledge of statutory requirements relevant to the workplace;
 - F. understanding of basic computing concepts.
- (ii) **Prerequisites**
 - A. an appropriate certificate relevant to the work required to be performed;
 - B. will have attained previous experience in a relevant industry, service or an equivalent level of expertise and experience to undertake the range of activities required;
 - C. appropriate on-the-job training and relevant experience; or
 - D. entry point for a diploma without experience.
- (iii) **Organisational relationships**
 - A. work under regular supervision except where this level of supervision is not required by the nature of responsibilities under 2.2(b) being undertaken;
 - B. provide limited guidance to a limited number of lower classified employees.
- (iv) **Extent of authority**
 - A. work outcomes are monitored;
 - B. have freedom to act within established guidelines;
 - C. solutions to problems may require the exercise of limited judgment, with guidance to be found in procedures, precedents and guidelines. Assistance will be available when problems occur.

3.3 Social and community services employee level 3

(a) Characteristics of this level

- (i) A person employed as a Social and community services employee level 3 will work under general direction in the application of procedures, methods and guidelines which are well established.
- (ii) General features of this level involve solving problems of limited difficulty using knowledge, judgment and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior

employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.

- (iii) Positions at this level allow employees the scope for exercising initiative in the application of established work procedures and may require the employee to establish goals/objectives and outcomes for their own particular work program or project.
- (iv) Employees will be responsible for managing and planning their own work and that of subordinate staff or volunteers and may be required to deal with formal disciplinary issues within the work area.
- (v) Those with supervisory responsibilities should have a basic knowledge of the principles of human resource management and be able to assist subordinate staff or volunteers with on-the-job training. They may be required to supervise more than one component of the work program of the organisation.
- (vi) Graduates with a three year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 3. Graduates with a four year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 4.

(b) Responsibilities

- (i) To contribute to the operational objectives of the work area, a position at this level may include some of the following:
- (ii) undertake responsibility for various activities in a specialised area;
- (iii) exercise responsibility for a function within the organisation;
- (iv) allow the scope for exercising initiative in the application of established work procedures;
- (v) assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an employee within the workplace;
- (vi) assist with or provide a range of records management services, however the responsibility for the records management service would not rest with the employee;
- (vii) supervise a limited number of lower classified employees or volunteers;
- (viii) allow the scope for exercising initiative in the application of established work procedures;
- (ix) deliver single stream training programs;
- (x) co-ordinate elementary service programs;
- (xi) provide assistance to senior employees;

(xii) where prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:

- A. undertake some minor phase of a broad or more complex assignment;
- B. perform duties of a specialised nature;
- C. provide a range of information services;
- D. plan and co-ordinate elementary community-based projects or programs;
- E. perform moderately complex functions including social planning, demographic analysis, survey design and analysis.

(c) **Requirements of the job**

Some or all of the following are needed to perform work at this level:

(i) **Skills, knowledge, experience, qualifications and/or training**

- A. thorough knowledge of work activities performed within the workplace;
- B. sound knowledge of procedural/operational methods of the workplace;
- C. may utilise limited professional or specialised knowledge;
- D. working knowledge of statutory requirements relevant to the workplace;
- E. ability to apply computing concepts.

(ii) **Prerequisites**

- A. entry level for graduates with a relevant three year degree that undertake work related to the responsibilities under this level—pay point 3;
- B. entry level for graduates with a relevant four year degree that undertake work related to the responsibilities under this level—pay point 4;
- C. associate diploma with relevant experience; or
- D. relevant certificate with relevant experience, or experience attained through previous appointments, services and/or study of an equivalent level of expertise and/or experience to undertake the range of activities required.

(iii) **Organisational relationships**

- A. graduates work under direct supervision;
- B. works under general supervision except where this level of supervision is not required by the nature of the responsibilities under B.3.2 being undertaken;
- C. operate as member of a team;
- D. supervision of other employees.

(iv) **Extent of authority**

- A. graduates receive instructions on the broader aspects of the work;

- B. freedom to act within defined established practices;
- C. problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

3.4 Social and community services employee level 4

(a) Characteristics of this level

- (i) A person employed as a Social and community services employee level 4 will work under general direction in functions that require the application of skills and knowledge appropriate to the work. Generally guidelines and work procedures are established.
- (ii) General features at this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in a discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work-related field. In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature.
- (iii) Positions may involve a range of work functions which could contain a substantial component of supervision. Employees may also be required to provide specialist expertise or advice in their relevant discipline.
- (iv) Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed with a function or a number of work areas.
- (v) Employees require skills in managing time, setting priorities, planning and organising their own work and that of lower classified staff and/or volunteers where supervision is a component of the position, to achieve specific objectives.
- (vi) Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

(b) Responsibilities

- (i) To contribute to the operational objectives of the workplace, a position at this level may include some of the following:
- (ii) undertake activities which may require the employee to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined;
- (iii) perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;
- (iv) identification of specific or desired performance outcomes;
- (v) contribute to interpretation and administration of areas of work for which there are no clearly established procedures;
- (vi) expected to set outcomes and further develop work methods where general work procedures are not defined and could exercise judgment and contribute critical knowledge and skills where procedures are not clearly defined;

- (vii) although still under general direction, there is greater scope to contribute to the development of work methods and the setting of outcomes. However, these must be within the clear objectives of the organisation and within budgetary constraints;
- (viii) exercise responsibility for various functions within a work area;
- (ix) provide assistance on grant applications including basic research or collection of data;
- (x) undertake a wide range of activities associated with program activity or service delivery;
- (xi) develop, control and administer a records management service for the receipt, custody, control, preservation and retrieval of records and related material;
- (xii) where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - A. liaise with other professionals at a technical/professional level;
 - B. discuss techniques, procedures and/or results with clients on straight forward matters;
 - C. lead a team within a specialised project;
 - D. provide a reference, research and/or technical information service;
 - E. carry out a variety of activities in the organisation requiring initiative and judgment in the selection and application of established principles, techniques and methods;
 - F. perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;
 - G. assist senior employees with the planning and co-ordination of a community program of a complex nature.

(c) **Requirements of the position**

Some or all of the following are needed to perform work at this level:

- (i) **Skills, knowledge, experience, qualifications and/or training**
 - A. knowledge of statutory requirements relevant to work;
 - B. knowledge of organisational programs, policies and activities;
 - C. sound discipline knowledge gained through experience, training or education;
 - D. knowledge of the role of the organisation and its structure and service;
 - E. specialists require an understanding of the underlying principles in the discipline.
- (ii) **Prerequisites**
 - A. relevant four year degree with one years relevant experience;

- B. three year degree with two years of relevant experience;
- C. associate diploma with relevant experience;
- D. lesser formal qualifications with substantial years of relevant experience;
or
- E. attained through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake a range of activities,
- F. Employees undertaking specialised services will be promoted to this level once they have had the appropriate experience and undertake work related to the responsibilities under this level.
- G. Employees working as sole employees will commence at this level.

(iii) **Organisational relationships**

- A. works under general direction;
- B. supervises other staff and/or volunteers or works in a specialised field.

(iv) **Extent of authority**

- A. required to set outcomes within defined constraints;
- B. provides specialist technical advice;
- C. freedom to act governed by clear objectives and/or budget constraints which may involve the contribution of knowledge in establishing procedures within the clear objectives and/or budget constraints where there are no defined established practices;
- D. solutions to problems generally found in precedents, guidelines or instructions;
- E. assistance usually available.

(v) **Positions included at this Grade**

Early Childhood Coordinators (however so titled) will be classified at the SACS Class 4 level. The duties of an Early Childhood Coordinator include:

- A. Providing Early Childhood Early Intervention Services to children with developmental delay and/or disability;
- B. Undertake formal and informal developmental screenings/assessments for children;
- C. Provide education, supports and strategies to families to enable them to follow through the intervention within the home; and
- D. Liaison with relevant external agencies, such as kindergartens, child carers and government agencies.

3.5 Social and community services employee level 5

(a) **Characteristics of the level**

- (i) A person employed as a Social and community services employee level 5 will work under general direction from senior employees. Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisation's goals.
- (ii) Employees adhere to established work practices. However, they may be required to exercise initiative and judgment where practices and direction are not clearly defined.
- (iii) General features at this level indicate involvement in establishing organisation programs and procedures. Positions will include a range of work functions and may involve supervision. Work may span more than one discipline. In addition, employees at this level may be required to assist in the preparation of, or prepare the organisation's budget. Employees at this level will be required to provide expert advice to employees classified at a lower level and volunteers.
- (iv) Positions at this level demand the application of knowledge which is gained through qualifications and/or previous experience. In addition, employees will be required to set priorities and monitor work flows in their area of responsibility which may include establishing work programs in small organisations.
- (v) Employees are required to set priorities, plan and organise their own work and that of lower classified staff and/or volunteers and establish the most appropriate operational methods for the organisation. In addition, interpersonal skills are required to gain the co-operation of clients and staff.
- (vi) Employees responsible for projects and/or functions will be required to establish outcomes to achieve organisation goals. Specialists may be required to provide multi-disciplinary advice.

(b) **Responsibilities**

- (i) To contribute to the operational objectives of the work area, a position at this level may include some of the following:
- (ii) responsibility for a range of functions within the organisation requiring a high level of knowledge and skills;
- (iii) undertake responsibility for a moderately complex project, including planning, co-ordination, implementation and administration;
- (iv) undertake a minor phase of a broader or more complex professional assignment;
- (v) assist with the preparation of or prepare organisation or program budgets in liaison with management;
- (vi) set priorities and monitor work flow in the areas of responsibility;
- (vii) provide expert advice to employees classified at lower levels and/or volunteers;
- (viii) exercise judgment and initiative where procedures are not clearly defined;
- (ix) understanding of all areas of computer operation to enable the provision of advice and assistance when non-standard procedures/processes are required;

- (x) monitor and interpret legislation, regulations and other agreements relating to occupational health and safety, workers compensation and rehabilitation;
- (xi) undertake publicity assignments within the framework of the organisation's publicity and promotions program. Such assignments would be of limited scope and complexity but would involve the co-ordination of facets of the total program including media liaison, design and layout of publications/displays and editing;
- (xii) operate as a specialist employee in the relevant discipline where decisions made and taken rest with the employee with no reference to a senior employee;
- (xiii) undertake duties that require knowledge of procedures, guidelines and/or statutory requirements relevant to the organisation;
- (xiv) plan, co-ordinate, implement and administer the activities and policies including preparation of budget;
- (xv) develop, plan and supervise the implementation of educational and/or developmental programs for clients;
- (xvi) plan, co-ordinate and administer the operation of a multi-functional service including financial management and reporting;
- (xvii) where the prime responsibility lies in professional services, employees at this level would undertake at least some of the following:
 - A. under general direction undertake a variety of tasks of a specialised and/or detailed nature;
 - B. exercise professional judgment within prescribed areas;
 - C. carry out planning, studies or research for particular projects including aspects of design, formulation of policy, implementation of procedures and presentation;
 - D. provide reports on progress of program activities including recommendations;
 - E. exercise a high level of interpersonal skills in dealing with the public and other organisations;
 - F. plan, develop and operate a community service organisation of a moderately complex nature.

(c) **Requirements of the position**

Some or all of the following are needed to perform work at this level:

- (i) **Skills, knowledge, experience, qualifications and/or training**
 - A. knowledge of organisational programs, policies and activities;
 - B. sound discipline knowledge gained through experience;
 - C. knowledge of the role of the organisation, its structure and services.

- (ii) **Prerequisites**
 - A. relevant degree with relevant experience;
 - B. associate diploma with substantial experience;
 - C. qualifications in more than one discipline;
 - D. less formal qualifications with specialised skills sufficient to perform at this level; or
 - E. attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.
- (iii) **Organisational relationships**
 - A. work under general direction;
 - B. supervise other employees and/or volunteers.
- (iv) **Extent of authority**
 - A. exercise a degree of autonomy;
 - B. control projects and/or programs;
 - C. set outcomes for lower classified staff;
 - D. establish priorities and monitor work flow in areas of responsibility;
 - E. solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions. Assistance is available when required.

3.6 Social and community services employee level 6

(a) Characteristics of the level

- (i) A person employed as a Social and community services employee level 6 will operate under limited direction from senior employees or management and undertake a range of functions for which operational policies, practices and guidelines may need to be developed.
- (ii) General features at this level allow employees the scope to influence the operational activities of the organisation and would require employees to be involved with establishing operational procedures which impact upon the organisation and/or the sections of the community served by it. Employees at this level will be expected to contribute to management of the organisation, assist or prepare budgets, establish procedures and work practices. Employees will be involved in the formation of programs and work practices and will be required to provide assistance and/or expert advice to other employees. Employees may be required to negotiate matters on behalf of the organisation.
- (iii) Positions at this level will require responsibility for decision-making in the particular work area and the provision of expert advice. Employees will be required

to provide consultation and assistance relevant to the workplace. Employees will be required to set outcomes for the work areas for which they are responsible so as to achieve the objectives of the organisation. They may be required to undertake the control and co-ordination of a program, project and/or significant work area. Employees require a good understanding of the long term goals of the organisation.

- (iv) Employees may exercise managerial responsibility, work independently as specialists or may be a senior member of a single discipline project team or provide specialist support to a range of programs or activities. Positions at this level may be identified by: impact of activities undertaken or achievement of stated outcomes or objectives for the workplace; the level of responsibility for decision-making; the exercise of judgment; delegated authority; and the provision of expert advice.
- (v) Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate staff. Employees will be required to understand and implement effective staff management and personnel practices.

(b) Responsibilities

- (i) To contribute to the operational objectives of the work area, a position at this level may include some of the following:
- (ii) undertake significant projects and/or functions involving the use of analytical skills;
- (iii) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisation goals;
- (iv) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single or multi-specialist operation;
- (v) undertake a range of duties within the work area, including develop work practices and procedures; problem definition, planning and the exercise of judgment; provide advice on policy matters and contribute to their development;
- (vi) negotiate on matters of significance within the organisation with other bodies and/or members of the public;
- (vii) provide advice on matters of complexity within the work area and/or specialised area;
- (viii) control and co-ordinate a work area or a larger organisation within budgetary constraints;
- (ix) exercise autonomy in establishing the operation of the work area;
- (x) provide a consultancy service for a range of activities and/or to a wide range of clients;

(xi) where the prime responsibility lies in a specialised field an employee at this level would undertake at least some of the following:

- A. provide support to a range of activities or programs;
- B. control and co-ordinate projects;
- C. contribute to the development of new procedures and methodology;
- D. provide expert advice and assistance relevant to the work area;
- E. supervise/manage the operation of a work area and monitor work outcomes;
- F. supervise on occasions other specialised staff;
- G. supervise/manage the operation of a discrete element which is part of a larger organisation;
- H. provide consultancy services for a range of activities.

(c) **Requirements of the position**

Some or all of the following are needed to perform work at this level:

(i) **Skills, knowledge, experience, qualification and/or training**

- A. comprehensive knowledge of organisation policies and procedures;
- B. specialist skills and/or supervision/management abilities exercised within a multi disciplinary or major single function operation;
- C. specialist knowledge gained through experience, training or education;
- D. appreciation of the long term goals of the organisation;
- E. detailed knowledge of program activities and work practices relevant to the work area;
- F. knowledge of organisation structures and functions;
- G. comprehensive knowledge of requirements relevant to the discipline.

(ii) **Prerequisites**

- A. degree with substantial experience;
- B. post graduate qualification;
- C. associate diploma with substantial experience;
- D. attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties required at this level.

(iii) **Organisational relationships**

- A. works under limited direction from senior employees of the Committee of Management or Board;
- B. supervision of staff.

- (iv) **Extent of authority**
 - A. exercise a degree of autonomy;
 - B. may manage a work area or medium to large organisation or multi-worksite organisation;
 - C. has significant delegated authority;
 - D. selection of methods and techniques based on sound judgment;
 - E. manage significant projects and/or functions;
 - F. solutions to problems can generally be found in documented techniques, precedents, or instructions. Advice available on complex or unusual matters.

3.7 Social and community services employee level 7

(a) Characteristics of the level

- (i) A person employed as a Community services employee level 7 will operate under limited direction and exercise managerial responsibility for various functions within a section and/or organisation or operate as a specialist, a member of a specialised professional team or independently.
- (ii) General features at this level require employees' involvement in establishing operational procedures which impact on activities undertaken and outcomes achieved by the organisation and/or activities undertaken by sections of the community served by the organisation.
- (iii) Employees are involved in the formation/establishment of programs, the procedures and work practices within the organisation and will be required to provide assistance to other employees and/or sections.
- (iv) Positions at this level will demand responsibility for decision-making and the provision of expert advice to other areas of the organisation. Employees would be expected to undertake the control and co-ordination of the organisation and major work initiatives. Employees require a good understanding of the long term goals of the organisation.
- (v) In addition, positions at this level may be identified by the level of responsibility for decision-making, the exercise of judgment and delegated authority and the provision of expert advice.
- (vi) The management of staff is normally a feature at this level. Employees are required to set outcomes in relation to the organisation and may be required to negotiate matters on behalf of the organisation.

(b) Responsibilities

- (i) To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- (ii) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with divisional/corporate goals;
- (iii) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single discipline or multi-discipline operation;
- (iv) develop work practices and procedures for various projects;
- (v) establish work area outcomes;
- (vi) prepare budget submissions for senior officers and/or the organisation;
- (vii) develop and implement significant operational procedures;
- (viii) review operations to determine their effectiveness;
- (ix) develop appropriate methodology and apply proven techniques in providing specialised services
- (x) where prime responsibility lies in a professional field an officer at this level:
 - A. controls and co-ordinates projects/programs within an organisation in accordance with corporate goals;
 - B. provides a consultancy service to a wide range of clients;
 - C. functions may involve complex professional problem solving;
 - D. provides advice on policy method and contributes to its development.

(c) **Requirements of the position**

Some or all of the following are needed to perform work at this level:

- (i) **Skills, knowledge, experience, qualification and/or training**
 - A. comprehensive knowledge of policies and procedures;
 - B. application of a high level of discipline knowledge;
 - C. qualifications are generally beyond those required through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience;
 - D. lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard; or
 - E. a combination of experience, expertise and competence sufficient to perform the duties required at this level.
- (ii) **Organisational relationships**
 - A. works under limited direction;
 - B. normally supervises other employees and establishes and monitors work outcomes.

(iii) **Extent of authority**

- A. may manage section or organisation;
- B. has significant delegated authority;
- C. selection of methods and techniques based on sound judgment (guidance not always readily available within the organisation). Decisions and actions taken at this level may have significant effect on program/project/work areas being managed.

3.8 Social and community services employee level 8

(a) **Characteristics of this level**

- (i) A person employed as a Social and community services employee level 8 is subject to broad direction from senior officers and will exercise managerial responsibility for the organisation's relevant activity. In addition, employees may operate as a senior specialist providing multi-functional advice to either various departments or directly to the organisation.
- (ii) A person employed as a Social and community services employee level 8 will be subject to broad direction from management/the employer and will exercise managerial responsibility for an organisation. In addition, employees may operate as a senior specialist providing multi-functional advice to other professional employees, the employer, Committee or Board of Management.
- (iii) General features of this level require the employee's involvement in the initiation and formulation of extensive projects or programs which impact on the organisation's goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.
- (iv) Additional features include providing financial, specialised, technical, professional and/or administrative advice on policy matters within the organisation and/or about external organisations such as government policy.
- (v) In addition, employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area.
- (vi) Employees at this level require a high level of proficiency in the application of theoretical approaches in the search of optimal solutions to new problems and opportunities which may be outside of the original field of specialisation.
- (vii) Positions at this level will demand responsibility for decision-making within the constraints of organisational policy and require the employees to provide advice and support to all facets of the organisation. Employees will have significant impact upon policies and programs and will be required to provide initiative, and have the ability to formulate, implement, monitor and evaluate projects and programs.
- (viii) Positions at this level may be identified by the significant independence of action within the constraints of organisational policy.

(b) **Responsibilities**

- (i) A position at this level may include some of or similar responsibilities to:
- (ii) undertake work of significant scope and complexity. A major portion of the work requires initiative;
- (iii) undertake duties of innovative, novel and/or critical nature with little or no professional direction;
- (iv) undertake functions across a range of administrative, specialist or operational areas which include specific programs or activities, management of services delivery and the provision of high level advice;
- (v) provide authoritative specialist advice on policy matters and contribute to the development and review of policies, both internal and external;
- (vi) manage extensive programs or projects in accordance with organisational goals. This may require the development, implementation and evaluation of those goals;
- (vii) administer complex policy and program matters;
- (viii) may offer consultancy service;
- (ix) evaluate and develop/revise methodology techniques with the organisation. The application of high level analytical skills in the attainment and satisfying of organisational objectives;
- (x) where the prime responsibility is in a specialised field, employees at this level would undertake at least some of the following:
 - A. contribute to the development of operational policy;
 - B. assess and review the standards of work of other specialised personnel/external consultants;
 - C. initiate and formulate organisational programs;
 - D. implement organisational objectives within corporate goals;
 - E. develop and recommend ongoing plans and programs.

(c) **Requirements of the position**

Some or all of the following are needed to perform work at this level:

- (i) **Skills, knowledge, experience, qualification and/or training**
 - A. detailed knowledge of policy, programs, guidelines, procedures and practices of the organisation and external bodies;
 - B. detailed knowledge of statutory requirements.
- (ii) **Prerequisites**
 - A. qualifications are generally beyond those normally acquired through a degree course and experience in the field of specialist expertise;
 - B. substantial post graduate experience;

- C. lesser formal qualifications and the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard; or
- D. attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties of the position.

SCHEDULE F: SUPPORTED WAGE SYSTEM FOR EMPLOYEES WITH DISABILITIES

1. Employees eligible for a supported wage

1.1 This **Schedule F** defines the conditions which apply to Employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this Agreement. In this **Schedule F** the following definitions apply:

- (a) **Approved Assessor** means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
- (b) **Assessment Instrument** means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.
- (c) **Disability Support Pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme.
- (d) **relevant minimum wage** means the minimum wage prescribed in this Agreement for the class of work for which an Employee is engaged.
- (e) **SWS wage assessment agreement** means the document in the form required by the Department of Social Services that records the Employee's productive capacity and agreed wage rate.
- (f) **Supported Wage System (SWS)** means the Commonwealth Government system to promote employment for people who cannot work at full wages because of a disability, as documented in Supported Wage System. The Handbook is available from the following website: www.jobaccess.gov.au.

1.2 Eligibility criteria

- (a) Employees covered by this schedule F will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.
- (b) This **Schedule F** does not apply to any existing Employee who has a claim against the Employer which is subject to the provisions of worker's compensation legislation or any provision of this Agreement relating to the rehabilitation of Employees who are injured in the course of their current employment.

1.3 Supported wage rates

- (a) Employees to whom this **Schedule F** applies will be paid the applicable percentage of the relevant minimum rate of pay according to the following schedule:

Assessed Capacity (1.4)	% Wage Rate
-------------------------	-------------

10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

- (b) Where a person's assessed capacity is 10%, they must receive a high degree of assistance and support.
- (c) Provided that the minimum amount payable will be not less than the amount specified in **Schedule G**.

1.4 **Assessment of capacity**

- (a) For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the Employee will be assessed in accordance with the Supported Wage System by an Approved Assessor having consulted with Employer and Employee and if the Employee so desires, a Union which the Employee is eligible to join.
- (b) All assessments made under this **Schedule F** must be documented in an SWS wage assessment agreement, and retained by the Employer as a record in accordance with the Act.

1.5 **Lodgement of assessment instrument**

- (a) All SWS wage assessment agreements under the conditions of this **Schedule F**, including the appropriate percentage of the relevant minimum wage to be paid to the Employee, will be lodged by the Employer with the Fair Work Commission.
- (b) All SWS wage assessment agreements will be agreed and signed by the Employee and Employer Parties to the assessment. Where a Union is not a Party to the assessment it will be referred by the Fair Work Commission to the Union by certified mail and the agreement will take effect unless an objection is notified to the Commission within ten (10) working days.

1.6 **Review of assessment**

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the SWS.

1.7 **Other terms and conditions**

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as all Employees covered by this Agreement.

1.8 **Workplace adjustment**

An Employer wishing to employ a person under the provisions of this Schedule will take reasonable steps to make changes in the workplace to enhance the Employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

1.9 **Trial period**

- (a) In order for an adequate assessment of the Employee's capacity to be made, an Employer may employ a person under the provisions of this **Schedule F** for a trial period not exceeding twelve (12) weeks, except that in some cases additional work adjustment time (not exceeding four (4) weeks) may be needed.
- (b) During the trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage rate for a continuing employment relationship will be determined.
- (c) The minimum amount payable to the Employee during the trial period will be no less than the amount specified in **Schedule G**.
- (d) Work trials should include induction or training as appropriate to the job being trialled.
- (e) Where the Employer and Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under **Schedule F**.

SCHEDULE G – WAGE RATES AND ALLOWANCE SCHEDULE

DENTAL ASSISTANTS – WAGE RATES

Current Classification	Current Pay point	Current Rate of Pay	New Classification	Translation	Translation Rate of Pay (for illustrative purposes only)	FFPPOA 01/08/2024 (4% or additional uplift*)	FFPPOA 1/07/2025 (3%)	FFPPOA 1/07/2026 (3%)
N/A	N/A	\$892.24	Trainee	N/A	\$892.24	\$927.93	\$955.77	\$984.44
Grade 1	1.1	\$994.04	Grade 1	1.1	\$1007.37	\$1,110.79*	\$1,144.11	\$1,178.44
	1.2	\$1,007.37						
Grade 2	2.1	\$1,007.37	Grade 2	2.1	\$1,027.43	\$1,132.90*	\$1,166.89	\$1,201.89
	2.2	\$1,027.43						
	2.3	\$1,047.46						
	2.4	\$1,067.51						
	2.5	\$1,087.54		2.5	\$1,167.75	\$1,199.19*	\$1,235.17	\$1,272.22
	2.6	\$1,107.59						
	2.7	\$1,127.65						
	2.8	\$1,147.70						
	2.9	\$1,167.75						
Grade 3	3.1	\$1,167.75	Grade 3	3.1	\$1,188.23	\$1,310.22*	\$1,349.53	\$1,390.01
	3.2	\$1,188.23						
	3.3	\$1,208.73		3.2	\$1,249.80	\$1,378.10*	\$1,419.44	\$1,462.03
	3.4	\$1,229.23						
	3.5	\$1,249.80						
Grade 4	4.1	\$1,249.80	Grade 4	4.1	\$1,249.80	\$1,430.46*	\$1,473.37	\$1,517.58
	4.2	\$1,297.28		4.2	\$1,448.01	\$1,540.11*	\$1,586.31	\$1,633.90
	4.3	\$1,346.33						
	4.4	\$1,397.02						
	4.5	\$1,448.01						

DENTAL/ORAL HEALTH EMPLOYEES – WAGE RATES

	Current Classification	Current Rate of Pay	New Classification and Pay Point	FFPPOA 01/08/2024 (4%)	FFPPOA 1/07/2025 (3%)	FFPPOA 1/07/2026 (3%)
Non-Dual Qualified	Graduate	\$1,143.51	Graduate	\$1,189.25	\$1,224.93	\$1,261.68
	Level 1a	\$1,174.60	Level 1a	\$1,221.58	\$1,258.23	\$1,295.98
	Level 1b	\$1,236.92	Level 1b	\$1,286.40	\$1,324.99	\$1,364.74
	Level 1c	\$1,323.60	Level 1c	\$1,376.54	\$1,417.84	\$1,460.38
	Level 1c	\$1,370.50	Level 1d	\$1,425.32	\$1,468.08	\$1,512.12
	Level 2a	\$1,378.00	Level 2a	\$1,433.12	\$1,476.11	\$1,520.40
	Level 2b	\$1,428.10	Level 2b	\$1,485.22	\$1,529.78	\$1,575.67
	Level 2c	\$1,492.12	Level 2c	\$1,551.80	\$1,598.36	\$1,646.31
	Level 2d	\$1,560.40	Level 2d	\$1,622.82	\$1,671.50	\$1,721.65
	Level 2e	\$1,627.37	Level 2e	\$1,692.46	\$1,743.24	\$1,795.54
	Level 3a	\$1,645.53	Level 3a	\$1,711.35	\$1,762.69	\$1,815.57
	Level 3b	\$1,695.72	Level 3b	\$1,763.55	\$1,816.46	\$1,870.95
	Level 3c	\$1,745.90	Level 3c	\$1,815.74	\$1,870.21	\$1,926.31
	Level 3c	\$1,764.20	Level 3d	\$1,834.77	\$1,889.81	\$1,946.51
	Level 3c	\$1,829.30	Level 3e	\$1,902.47	\$1,959.55	\$2,018.33
	Level 4a	\$1,892.34	Level 4a	\$1,968.03	\$2,027.07	\$2,087.89

	Current Classification	Current Rate of Pay	New Classification and Pay Point	FFPPOA 01/08/2024 (4%)	FFPPOA 1/07/2025 (3%)	FFPPOA 1/07/2026 (3%)
Dual Qualified	N/A	\$1,210.81	Graduate	\$1,259.24	\$1,297.02	\$1,335.93
	Level 1	\$1,386.83	Level 1	\$1,442.30	\$1,485.57	\$1,530.13
	Level 2	\$1,730.94	Level 2	\$1,800.18	\$1,854.18	\$1,909.81
	Level 3	\$1,857.02	Level 3	\$1,931.30	\$1,989.24	\$2,048.92
	Level 4	\$2,012.77	Level 4	\$2,093.28	\$2,156.08	\$2,220.76

HEALTH AND ALLIED SERVICES EMPLOYEES – WAGE RATES

TABLE 1

Wage Rates in this table are applicable to Health and Allied Services Employees excluding the below:

- Employees who have successfully completed an apprenticeship in any state or territory of Australia or have been issued with a Tradespersons Certificate under the Industrial Training Act 1975 (refer to Table 2)
- Qualified Interpreters with NAATI Accreditation Level 1 or Level 2 (refer to Table 3)
- Allied Health Assistants (refer to Table 4)

Classification	Year	Current Rate of Pay	FFPPOA 01/08/2024 (4%)	FFPPOA 1/07/2025 (3%)	FFPPOA 1/07/2026 (3%)
Wage Skill Level 1					
Indicative Classifications for Wage Skill Group 1: Food and Domestic Assistant Other Cook Cleaner Assistant Gardener Maintenance/Handyperson Unqualified	1	\$982.50	\$1,021.80	\$1,052.45	\$1,084.03
	2	\$982.50	\$1,021.80	\$1,052.45	\$1,084.03
	3	\$982.50	\$1,021.80	\$1,052.45	\$1,084.03
	4	\$990.06	\$1,029.66	\$1,060.55	\$1,092.37
	5	\$991.53	\$1,031.19	\$1,062.13	\$1,093.99
Wage Skill Level 2					
Indicative Classifications for Wage Skill Group 2: Cleaner Cleaning Windows Gardener (Non Trade)	1	\$997.16	\$1,037.05	\$1,068.16	\$1,100.20
	2	\$1,005.03	\$1,045.23	\$1,076.59	\$1,108.89
	3	\$1,012.66	\$1,053.17	\$1,084.76	\$1,117.30
	4	\$1,022.00	\$1,062.88	\$1,094.77	\$1,127.61
	5	\$1,023.47	\$1,064.41	\$1,096.34	\$1,129.23
Wage Skill Level 3					
Indicative Classifications for Wage Skill Group 3: Cook Employed Alone Driver <1.25 tonnes	1	\$1,018.70	\$1,059.45	\$1,091.23	\$1,123.97
	2	\$1,026.57	\$1,067.63	\$1,099.66	\$1,132.65
	3	\$1,034.20	\$1,075.57	\$1,107.84	\$1,141.07
	4	\$1,043.54	\$1,085.28	\$1,117.84	\$1,151.38
	5	\$1,045.01	\$1,086.81	\$1,119.41	\$1,153.00

Wage Skill Level 4					
Indicative Classifications for Wage Skill Group 4:	1	\$1,032.30	\$1,073.59	\$1,105.80	\$1,138.97
Food Monitor	2	\$1,036.96	\$1,078.44	\$1,110.79	\$1,144.12
	3	\$1,044.59	\$1,086.37	\$1,118.96	\$1,152.53
	4	\$1,053.93	\$1,096.09	\$1,128.97	\$1,162.84
	5	\$1,055.40	\$1,097.62	\$1,130.54	\$1,164.46
Wage Skill Level 5					
Indicative Classifications for Wage Skill Group 5:	1	\$1,050.85	\$1,092.88	\$1,125.67	\$1,159.44
Driver 1.25-3.0 Tonnes Security Officer Grade 1	2	\$1,058.72	\$1,101.07	\$1,134.10	\$1,168.12
	3	\$1,066.35	\$1,109.00	\$1,142.27	\$1,176.54
	4	\$1,075.69	\$1,118.72	\$1,152.28	\$1,186.85
	5	\$1,077.16	\$1,120.25	\$1,153.85	\$1,188.47
Wage Skill Level 6					
Indicative Classifications for Wage Skill Group 6:	1	\$1,061.89	\$1,104.37	\$1,137.50	\$1,171.62
Driver Over 3 Tonnes	2	\$1,069.76	\$1,112.55	\$1,145.93	\$1,180.30
	3	\$1,077.39	\$1,120.49	\$1,154.10	\$1,188.72
	4	\$1,086.73	\$1,130.20	\$1,164.11	\$1,199.03
	5	\$1,088.20	\$1,131.73	\$1,165.68	\$1,200.65
Wage Skill Level 7					
Indicative Classifications for Wage Skill Group 7:	1	\$1,124.80	\$1,169.79	\$1,204.89	\$1,241.03
Second Cook Grade D	1	\$1,124.80	\$1,169.79	\$1,204.89	\$1,241.03
Trade Cook					
Maintenance/Handyperson (Trade)					
Gardener (Trade)					
Driver articulated 12-13 Tonnes					
Security Officer Grade 2	5	\$1,124.80	\$1,169.79	\$1,204.89	\$1,241.03
Wage Skill Level 8					
Indicative Classifications for Wage Skill Group 8:	1	\$1,124.80	\$1,169.79	\$1,204.89	\$1,241.03
	2	\$1,124.80	\$1,169.79	\$1,204.89	\$1,241.03

Chef Grade D Second Cook Grade C	3	\$1,124.80	\$1,169.79	\$1,204.89	\$1,241.03
	4	\$1,129.16	\$1,174.33	\$1,209.56	\$1,245.84
	5	\$1,130.63	\$1,175.86	\$1,211.13	\$1,247.46
Wage Skill Level 9					
Indicative Classifications for Wage Skill Group 9: Chef Grade C Second Cook Grade B Gardener Advanced Handyperson Advanced	1	\$1,145.00	\$1,190.80	\$1,226.52	\$1,263.32
	2	\$1,145.00	\$1,190.80	\$1,226.52	\$1,263.32
	3	\$1,145.65	\$1,191.48	\$1,227.22	\$1,264.04
	4	\$1,154.99	\$1,201.19	\$1,237.23	\$1,274.34
	5	\$1,156.46	\$1,202.72	\$1,238.80	\$1,275.96
Wage Skill Level 10					
Indicative Classifications for Wage Skill Group 10: Chef Grade B Second Cook Grade A	1	\$1,189.41	\$1,236.99	\$1,274.10	\$1,312.32
	2	\$1,197.28	\$1,245.17	\$1,282.53	\$1,321.00
	3	\$1,204.91	\$1,253.11	\$1,290.70	\$1,329.42
	4	\$1,214.25	\$1,262.82	\$1,300.70	\$1,339.73
	5	\$1,215.72	\$1,264.35	\$1,302.28	\$1,341.35
Wage Skill Level 11					
Indicative Classifications for Wage Skill Group 11: Chef Grade A Food Services Supervisor Garden Superintendent General Services Supervisor Technical, Therapy & Clinical Care Supervisor	1	\$1,243.10	\$1,292.82	\$1,331.61	\$1,371.56
	2	\$1,250.97	\$1,301.01	\$1,340.04	\$1,380.24
	3	\$1,258.60	\$1,308.94	\$1,348.21	\$1,388.66
	4	\$1,267.94	\$1,318.66	\$1,358.22	\$1,398.96
	5	\$1,269.41	\$1,320.19	\$1,359.79	\$1,400.59

TABLE 2

Wage Rates in this table are applicable to Health and Allied Services Employees who have successfully completed an apprenticeship in any state or territory of Australia or have been issued with a Tradespersons Certificate under the industrial Training Act 1975

Classification	Year	Current Rate of Pay	FFPPOA 01/08/2024 (4%)	FFPPOA 1/07/2025 (3%)	FFPPOA 1/07/2026 (3%)
Wage Skill Level 7					
Indicative Classifications for Wage Skill Group 7: Second Cook Grade D Trade Cook Maintenance/Handyperson (Trade) Gardener (Trade) Driver articulated 12-13 Tonnes Security Officer Grade 2	1	\$1,124.80	\$1,169.79	\$1,204.89	\$1,241.03
	2	\$1,124.80	\$1,169.79	\$1,204.89	\$1,241.03
	3	\$1,124.80	\$1,169.79	\$1,204.89	\$1,241.03
	4	\$1,124.80	\$1,169.79	\$1,204.89	\$1,241.03
	5	\$1,124.80	\$1,169.79	\$1,204.89	\$1,241.03
Wage Skill Level 8					
Indicative Classifications for Wage Skill Group 8: Chef Grade D Second Cook Grade C	1	\$1,124.80	\$1,169.79	\$1,204.89	\$1,241.03
	2	\$1,124.80	\$1,169.79	\$1,204.89	\$1,241.03
	3	\$1,124.80	\$1,169.79	\$1,204.89	\$1,241.03
	4	\$1,129.16	\$1,174.33	\$1,209.56	\$1,245.84
	5	\$1,130.63	\$1,175.86	\$1,211.13	\$1,247.46
Wage Skill Level 9					
Indicative Classifications for Wage Skill Group 9: Chef Grade C Second Cook Grade B Gardener Advanced Handyperson Advanced	1	\$1,145.00	\$1,190.80	\$1,226.52	\$1,263.32
	2	\$1,145.00	\$1,190.80	\$1,226.52	\$1,263.32
	3	\$1,150.19	\$1,196.20	\$1,232.08	\$1,269.05
	4	\$1,154.99	\$1,201.19	\$1,237.23	\$1,274.34
	5	\$1,156.46	\$1,202.72	\$1,238.80	\$1,275.96

Wage Skill Level 10					
Indicative Classifications for Wage Skill Group 10:	1	\$1,189.41	\$1,236.99	\$1,274.10	\$1,312.32
Chef Grade B Second Cook Grade A	2	\$1,200.48	\$1,248.50	\$1,285.95	\$1,324.53
	3	\$1,209.45	\$1,257.83	\$1,295.56	\$1,334.43
	4	\$1,214.25	\$1,262.82	\$1,300.70	\$1,339.73
	5	\$1,215.72	\$1,264.35	\$1,302.28	\$1,341.35
Wage Skill Level 11					
Indicative Classifications for Wage Skill Group 11:	1	\$1,243.10	\$1,292.82	\$1,331.61	\$1,371.56
Chef Grade A Food Services Supervisor Garden Superintendent General Services Supervisor Technical, Therapy & Clinical Care Supervisor	2	\$1,254.17	\$1,304.34	\$1,343.47	\$1,383.77
	3	\$1,263.14	\$1,313.67	\$1,353.08	\$1,393.67
	4	\$1,267.94	\$1,318.66	\$1,358.22	\$1,398.96
	5	\$1,269.41	\$1,320.19	\$1,359.79	\$1,400.59

TABLE 3					
Wage Rates in this table are applicable to Qualified Interpreters with NAATI Accreditation Level 1 or Level 2					
Classification	Year	Current Rate of Pay	FFPPOA 01/08/2024 (4%)	FFPPOA 1/07/2025 (3%)	FFPPOA 1/07/2026 (3%)
Wage Rates applicable to Qualified Interpreters with NAATI Accreditation Level 1					
Wage Skill Level 11					
Qualified Interpreter - NAATI Accreditation Level 1	1	\$1,243.10	\$1,292.82	\$1,331.61	\$1,371.56
	2	\$1,254.29	\$1,304.46	\$1,343.60	\$1,383.90
	3	\$1,282.32	\$1,333.61	\$1,373.62	\$1,414.83
	4	\$1,310.72	\$1,363.15	\$1,404.04	\$1,446.16
Wage Rates applicable to Qualified Interpreters with NAATI Accreditation Level 2					
Wage Skill Level 11					
Qualified Interpreter - NAATI Accreditation Level 2	1	\$1,354.63	\$1,408.82	\$1,451.08	\$1,494.61

	2	\$1,384.75	\$1,440.14	\$1,483.34	\$1,527.84
	3	\$1,415.85	\$1,472.48	\$1,516.66	\$1,562.16
	4	\$1,448.07	\$1,505.99	\$1,551.17	\$1,597.71

TABLE 4					
Wage Rates in this table are applicable to Allied Health Assistants					
Classification	Year	Current Rate of Pay	FFPPOA 01/08/2024 (4%)	FFPPOA 1/07/2025 (3%)	FFPPOA 1/07/2026 (3%)
Grade 1	1	\$1,033.06	\$1,074.38	\$1,106.61	\$1,139.81
	2	\$1,040.93	\$1,082.56	\$1,115.04	\$1,148.49
	3	\$1,048.56	\$1,090.50	\$1,123.21	\$1,156.91
	4	\$1,057.90	\$1,100.21	\$1,133.22	\$1,167.22
	5	\$1,059.37	\$1,101.74	\$1,134.79	\$1,168.84
Grade 2	1	\$1,172.26	\$1,219.15	\$1,255.73	\$1,293.40
	2	\$1,180.13	\$1,227.34	\$1,264.16	\$1,302.08
	3	\$1,187.76	\$1,235.27	\$1,272.33	\$1,310.50
	4	\$1,197.10	\$1,244.99	\$1,282.34	\$1,320.81
	5	\$1,198.57	\$1,246.51	\$1,283.91	\$1,322.43
Grade 3	1	\$1,233.35	\$1,282.69	\$1,321.17	\$1,360.80
	2	\$1,241.22	\$1,290.87	\$1,329.60	\$1,369.48
	3	\$1,248.85	\$1,298.81	\$1,337.77	\$1,377.90
	4	\$1,258.19	\$1,308.52	\$1,347.78	\$1,388.21
	5	\$1,259.66	\$1,310.05	\$1,349.35	\$1,389.83

MANAGEMENT AND ADMINISTRATIVE EMPLOYEES – WAGE RATES

Classification	Current Rate of Pay	FFPPOA 01/08/2024 (4%)	FFPPOA 1/07/2025 (3%)	FFPPOA 1/07/2026 (3%)
Grade 1	\$1,204.41	\$1,252.59	\$1,290.16	\$1,328.87
Grade 2	\$1,375.98	\$1,431.02	\$1,473.95	\$1,518.17
Grade 3	\$1,534.26	\$1,595.63	\$1,643.50	\$1,692.81
Grade 4	\$1,724.05	\$1,793.01	\$1,846.80	\$1,902.21
Grade 5	\$1,913.62	\$1,990.17	\$2,049.87	\$2,111.37
Grade 6	\$2,103.41	\$2,187.55	\$2,253.18	\$2,320.77
Grade 7	\$2,324.81	\$2,417.81	\$2,490.34	\$2,565.05
Grade 8	\$2,601.72	\$2,705.79	\$2,786.96	\$2,870.57
Grade 9	\$2,827.73	\$2,940.84	\$3,029.06	\$3,119.94
Grade 10	\$3,069.60	\$3,192.38	\$3,288.15	\$3,386.80
Grade 11	N/A	\$3,395.34*	\$3,497.20	\$3,602.12
Grade 12	N/A	\$3,602.58*	\$3,710.66	\$3,821.98
Grade 13	N/A	\$3,809.82*	\$3,924.11	\$4,041.84

SOCIAL AND COMMUNITY SERVICES EMPLOYEES – WAGE RATES

Classification	Paypoint	Current Rate of Pay	FFPPOA 01/08/2024 (4%)	FFPPOA 1/07/2025 (3%)	FFPPOA 1/07/2026 (3%)
Level 1	PP 1	\$965.88	\$1,004.52	\$1,034.65	\$1,065.69
	PP 2	\$997.05	\$1,036.93	\$1,068.04	\$1,100.08
	PP 3	\$1,032.61	\$1,073.91	\$1,106.13	\$1,139.31
Level 2	PP 1	\$1,270.11	\$1,320.91	\$1,360.54	\$1,401.36
	PP 2	\$1,309.93	\$1,362.32	\$1,403.19	\$1,445.29
	PP 3	\$1,349.75	\$1,403.74	\$1,445.86	\$1,489.23
	PP 4	\$1,385.79	\$1,441.23	\$1,484.46	\$1,529.00
Level 3	PP 1	\$1,419.60	\$1,476.38	\$1,520.67	\$1,566.29
	PP 2	\$1,460.39	\$1,518.80	\$1,564.37	\$1,611.30
	PP 3	\$1,491.63	\$1,551.30	\$1,597.84	\$1,645.77
	PP 4	\$1,522.20	\$1,583.09	\$1,630.58	\$1,679.50
Level 4	PP 1	\$1,637.42	\$1,702.92	\$1,754.01	\$1,806.63
	PP 2	\$1,680.16	\$1,747.36	\$1,799.78	\$1,853.78
	PP 3	\$1,723.32	\$1,792.25	\$1,846.02	\$1,901.40
	PP 4	\$1,761.85	\$1,832.33	\$1,887.30	\$1,943.92
Level 5	PP 1	\$1,873.25	\$1,948.18	\$2,006.62	\$2,066.82
	PP 2	\$1,913.39	\$1,989.93	\$2,049.62	\$2,111.11
	PP 3	\$1,958.05	\$2,036.37	\$2,097.46	\$2,160.38
Level 6	PP 1	\$2,046.56	\$2,128.42	\$2,192.27	\$2,258.04
	PP 2	\$2,091.58	\$2,175.24	\$2,240.50	\$2,307.71
	PP 3	\$2,136.90	\$2,222.38	\$2,289.05	\$2,357.72
Level 7	PP 1	\$2,213.41	\$2,301.94	\$2,371.00	\$2,442.13
	PP 2	\$2,259.84	\$2,350.23	\$2,420.74	\$2,493.36
	PP 3	\$2,305.81	\$2,398.04	\$2,469.99	\$2,544.09

Level 8	PP 1	\$2,401.48	\$2,497.54	\$2,572.46	\$2,649.64
	PP 2	\$2,448.58	\$2,546.52	\$2,622.92	\$2,701.61
	PP 3	\$2,496.00	\$2,595.84	\$2,673.72	\$2,753.93

ALLOWANCES

Allowance	Current Allowances Across Professions	Translated Allowance Rate (for illustrative purposes only)	FFPPOA 1/08/2024 (Translated Allowance Rate plus 4% or Modern Award rate)	FFPPOA 1/07/2025 (3%)	FFPPOA 1/07/2026 (3%)
Shift Work (Clause 46)					
Morning Shift/Afternoon Shift	Management and Admin - 30.01 Health and Allied - 25.70* Social and Community Services - 12.5% per hour (10 hour shift examples = Lowest Classification Level 1 - Pay Point 1 = \$29.61*, Middle Classification = Level 4 - Pay Point 4 = \$54.10, Top Classification Level 8 - Pay Point 3 = \$76.65) Dental Assistants - 25.70* Dental/Oral Health Employees - 28.59*	\$30.01	\$55.83*	\$57.50	\$59.23

Night Shift	Management and Admin - 47.71* Health and Allied - 65.05 Social and Community Services - 15% per hour (10 hour shift examples = Lowest Classification Level 1 - Pay Point 1 = \$35.54*, Middle Classification = Level 4 - Pay Point 4 = \$64.92*, Top Classification Level 8 - Pay Point 3 = \$91.97) Dental Assistants - 65.05 Dental/Oral Health Employees - 45.74*	\$65.05	\$72.25*	\$74.42	\$76.65
Permanent Night Shift	Management and Admin - 59.75* Health and Allied - 74.63* Social and Community Services - 15% per hour (10 hour shift examples = Lowest Classification Level 1 - Pay Point 1 = \$35.54*, Middle Classification = Level 4 - Pay Point 4 = \$64.92*, Top Classification Level 8 - Pay Point 3 = \$91.97) Dental Assistants - 74.63* Dental/Oral Health Employees - 57.18*	\$74.63	\$77.62*	\$79.94	\$82.34
Change of Shift Allowance (Clause 47)					
Change of Shift	Management and Admin - 47.71 Health and Allied - 41.07* Social and Community Services - 0.00* Dental Assistants - 41.07*	\$47.71	\$49.62*	\$51.11	\$52.64

	Dental/Oral Health Employees - 0.00*				
Meal Allowances (Clause 48)					
After 1 hours overtime	Management and Admin - 16.24 Health and Allied - 16.24 Social and Community Services - 14.51* Dental Assistants - 16.24 Dental/Oral Health Employees - 16.24	\$16.24	\$16.89*	\$17.40	\$17.92
Overtime exceeds 4 hours of overtime	Management and Admin - 13.03* Health and Allied - 13.03* Social and Community Services - 14.51 Dental Assistants - 13.03* Dental/Oral Health Employees - 13.03*	\$14.51	\$16.20*	\$16.69	\$17.19
Recalled & working in excess of 2 hours overtime	Management and Admin - 16.24* Health and Allied - 16.24* Social and Community Services - 16.24* Dental Assistants - 16.24* Dental/Oral Health Employees - 16.24*	\$16.24	\$16.89*	\$17.40	\$17.92
Uniform Allowance (Clause 50)					
Amount per day	Management and Admin - 0.00* Health and Allied - 2.19 Social and Community Services - 0.00* Dental Assistants - 0.00* Dental/Oral Health Employees - 0.00*	\$2.19	\$2.28*	\$2.35	\$2.42

Amount per week	Management and Admin - 0.00* Health and Allied - 11.05 Social and Community Services - 0.00* Dental Assistants - 0.00* Dental/Oral Health Employees - 0.00*	\$11.05	\$11.49*	\$11.84	\$12.19
Laundry Allowance (Clause 50)					
Amount per day	Management and Admin - 0.00* Health and Allied - 0.54 Social and Community Services - 0.00* Dental Assistants - 0.43* Dental/Oral Health Employees - 0.00*	\$0.54	\$0.56*	\$0.58	\$0.60
Amount per week	Management and Admin - 0.00* Health and Allied - 2.60 Social and Community Services - 0.00* Dental Assistants - 2.25* Dental/Oral Health Employees - 0.00*	\$2.60	\$2.70*	\$2.79	\$2.87
Travelling Allowance (Clause 52)					
<i>Motor Vehicle (cents per kms)</i>					
less than 5 cylinders, electric cars	Management and Admin - 0.88* Health and Allied - 0.96* Social and Community Services - 1.14 Dental Assistants - 0.88* Dental/Oral Health Employees - 0.96*	\$1.14	\$1.19*	\$1.22	\$1.26

5 or more cylinders	Management and Admin - 1.06* Health and Allied - 1.25 Social and Community Services - 1.06* Dental Assistants - 1.06* Dental/Oral Health Employees - 1.25*	\$1.25	\$1.30*	\$1.34	\$1.38
<i>Motor Cycles (cents per kms)</i>					
Under 250cc	Management and Admin - 0.39* Health and Allied - 0.42 Social and Community Services - 0.00* Dental Assistants - 0.38* Dental/Oral Health Employees - 0.00*	\$0.42	\$0.44*	\$0.45	\$0.46
250cc and over	Management and Admin - 0.51* Health and Allied - 0.57 Social and Community Services - 0.00* Dental Assistants - 0.50* Dental/Oral Health Employees - 0.00*	\$0.57	\$0.59*	\$0.61	\$0.63
<i>Bicycles (cents per kms)</i>					
Bicycles	Management and Admin - 0.13* Health and Allied - 0.14 Social and Community Services - 0.00* Dental Assistants - 0.00* Dental/Oral Health Employees - 0.00*	\$0.14	\$0.15*	\$0.15	\$0.15
Nauseous Work Allowance - Excludes SACS Only (Clause 53)					

Payment per hour	Personal Carer workers - 0.48* All other Health and Allied Services classifications - 0.60 Dental Assistants - 0.00* Dental/Oral Health Employees - 0.00* Management and Administrative Employees - 0.00*	\$0.60	\$0.62*	\$0.64	\$0.66
Minimum amount per week	Personal Carer workers - 2.76 All other Health and Allied Services classifications - 2.76 Dental Assistants - 0.00* Dental/Oral Health Employees - 0.00* Management and Administrative Employees - 0.00*	\$2.76	\$3.04*	\$3.13	\$3.23
Tool Allowance - Health and Allied Services Employees Only (Clause 55)					
Tool Allowance - Chefs and Cooks	Chefs and Cooks - 16.64	16.64	\$17.31	\$17.82	\$18.36
Deductions for Board and Lodging (Clause 57)					
Employees receiving full adult rate of pay	\$19.16*	\$19.16	\$30.61*	\$31.53	\$32.47
Juniors (Health and Allied Services Only)	\$8.94*	\$8.94	\$19.06*	\$19.63	\$20.22
Sleepover Allowance - Social and Community Service Employees Only (Clause 58)					
Social and Community Service Employees Only	Social Workers and Community Development Worker - 74.35 Welfare Worker - 61.10*	\$74.35	\$77.32*	\$79.64	\$82.03
Working Away From Home Allowance (Clause 59)					
Monday and Friday	New Allowance	N/A	\$28.74	\$29.60	\$30.49

Saturday, Sunday or Public Holiday	New Allowance	N/A	\$57.47	\$59.19	\$60.97
Change of Roster (Sub-clause 62.7)					
Change of Roster	Management and Admin - 0.00* Health and Allied - 25.70 Social and Community Services - 0.00* Dental Assistants - 25.70 Dental/Oral Health Employees - 0.00*	\$25.70	\$26.73*	\$27.53	\$28.36
On-Call Allowance (Clause 71)					
On-Call - Mon to Fri	Management and Admin - 22.13* Health and Allied - 25.70* Social and Community Services - 27.63 Dental Assistants - 25.70* Dental/Oral Health Employees - 10% per hour on-call	\$27.63	\$28.74*	\$29.60	\$30.49
On Call - Public Holidays and all other times	Management and Admin - 44.63* Health and Allied - 25.70* Social and Community Services - 55.26 Dental Assistants - 25.70* Dental/Oral Health Employees - 10% per hour on-call	\$55.26	\$57.47*	\$59.19	\$60.97
Supported Wage System or Employees with Disabilities (Schedule F)					
Minimum weekly amount	\$106	\$106	\$110.24	\$113.55	\$116.95