



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Epworth Foundation T/A Epworth HealthCare
(AG2021/9144)

EPWORTH HEALTHCARE DIETITIANS, PSYCHOLOGISTS, AND MEDICAL SCIENTISTS ENTERPRISE AGREEMENT 2021-2025

Health and welfare services

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 7 FEBRUARY 2022

Application for approval of the Epworth HealthCare Dietitians, Psychologists, and Medical Scientists Enterprise Agreement 2021-2025

[1] An application has been made for approval of an enterprise agreement known as the *Epworth HealthCare Dietitians, Psychologists, and Medical Scientists Enterprise Agreement 2021-2025 (Agreement)*. The application was made pursuant to section 185 of the *Fair Work Act 2009 (Act)*. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings (*Undertakings*). A copy of the Undertakings is attached in Annexure A to this decision. I am satisfied that the effect of accepting the Undertakings is not likely to:

- (a) cause financial detriment to any employee covered by the Agreement; or
- (b) result in substantial changes to the Agreement.

[3] The views of each person who the Fair Work Commission knows is a bargaining representative for the Agreement have been sought in relation to the Undertakings.

[4] Pursuant to subsection 190(3) of the Act, I accept the Undertakings. The Undertakings are taken to be a term of the Agreement.

[5] Subject to the Undertakings, I am satisfied that each of the requirements of sections 186, 187, 188 and 190 as are relevant to this application for approval have been met.

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

[7] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 14 February 2022. The nominal expiry date of the Agreement is 13 February 2026.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION *Fair Work Act 2009* (Cth) ("FW Act")

Matter number: AG2021/9144

Employer: Epworth Foundation

Application: Section 185 – Application for approval of a single enterprise agreement, namely the *Epworth HealthCare Dietitians, Psychologists, and Medical Scientists Enterprise Agreement 2021-2025*

Undertaking-Section 190

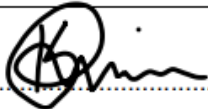
I, Karen Pimm, Manager Workplace Relations for Epworth Foundation, give the following undertaking with respect to the *Epworth HealthCare Dietitians, Psychologists, and Medical Scientists Enterprise Agreement 2021-2025* (the **Agreement**).

I have the authority given to me by Epworth Foundation to provide this undertaking in relation to the application before the Fair Work Commission.

Undertaking

1. The ordinary hours of work for a full-time or part-time day worker Employee will be between 6.30am and 6.00pm Monday to Friday (**Span**). Such Employee may agree to work their ordinary hours or work additional hours (including an additional shift) outside the Span at the ordinary hourly rate (with shift allowances and weekend/public holiday penalties as applicable), subject to clauses 36.1 and 36.3 (as the case may be).

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Date signed:	3 February 2022
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Karen Pimm
Signature:	

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

**Epworth HealthCare
Dietitians, Psychologists and
Medical Scientists
Enterprise Agreement
2021- 2025**

PART 1 – APPLICATION AND OPERATION OF THE AGREEMENT

1. AGREEMENT TITLE

This Agreement shall be known as the Epworth HealthCare Dietitians, Psychologists, and Medical Scientists Enterprise Agreement 2021-2025 (**Agreement**).

2. DIVISION INTO PARTS

This Agreement is divided into the following parts:

- 1. Application and Operation of the Agreement
- 2. Communication, Consultation and Dispute Resolution
- 3. Employment Arrangements
- 4. Wages and Related Matters
- 5. Working Hours and Allowances
- 6. Leave of Absence

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4. DATE AND PERIOD OF OPERATION

This Agreement shall come into operation from the seventh day after the Agreement is approved by the FWC and shall nominally expire four (4) years from its date of approval, and thereafter continue to operate in accordance with the Act.

Negotiations for a new agreement are to commence no later than six (6) months prior to the nominal expiry date of this Agreement.

5. COVERAGE

This Agreement covers:

- (a) Epworth with regards to its operations in Victoria; and
- (b) All Employees whose position is at any time covered by the classifications set out in Schedule A – Classification Structure of this Agreement when the Agreement is in operation (the **Employees**).

It is also intended that, upon the Agreement being approved by the Fair Work Commission, the Health Services Union (Victoria No. 4 Branch) will be covered by the Agreement if notice is provided in accordance with section 183 of the Act.

6. RELATIONSHIP WITH THE NES AND AWARDS

Should this Agreement contain provisions which are less favourable than those set out in the NES in respect to an Employee, the NES will prevail to the extent of the inconsistency and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.

This Agreement is comprehensive and operates to the exclusion of all awards.

7. POSTING OF AGREEMENT

A copy of this Agreement shall be available on the Epworth intranet so as to be readily accessed by all Employees.

8. SUPERSESION AND SAVINGS

This Agreement supersedes the Epworth HealthCare Dietitians, Psychologists, Medical Scientists and Medical Physicists Enterprise Agreement 2017.

This Agreement is not intended to result in a reduction in the take-home pay of any Employee who is employed in the same position, and working the same spread of hours, in which the Employee was working immediately before the Agreement came into operation. If an Employee is so affected by reason only of the coming into force of this Agreement, Epworth will adjust an appropriate component of the Employee's pay so as to ensure that the Employee does not suffer a reduction in overall take-home pay.

9. DEFINITIONS

Act shall mean the *Fair Work Act 2009* (Cth) as amended from time to time, unless otherwise specified.

Agreement shall mean the Epworth HealthCare Dietitians, Psychologists and Medical Scientists Enterprise Agreement 2021-2025.

Casual Employee means a casual employee in accordance with section 15A of the Act.

Dietitian shall mean a person who is eligible for full membership of Dietitians Australia.

Employee shall mean a Dietitian, Psychologist, Medical Scientist or Genetic Counsellor employed as such by Epworth in a classification set out in Schedule A – Classification Structure of this Agreement.

Epworth shall mean Epworth Foundation ABN 97 420 694 950 trading as Epworth HealthCare.

FWC shall mean the Fair Work Commission, the statutory body established under the Act or any successor organisation established under Commonwealth legislation.

Higher Qualification shall mean:

Master of Science, Master of Applied Science, Master of Psychology, Master of Nutrition and/or Dietetics, Master of Arts, Master of Business Administration, Masters in Genetic Counselling (excluding Griffith University) or equivalent, Master of Health Science (Genetic Counselling), Master of Science (Genetics), Master of Social Work, Master of Psychology Graduate Diploma of Health Administration, Doctor of Philosophy, Doctor of Nutrition and/or Dietetics, Doctor of Psychology or Doctor of Science of a Victorian University or Tertiary Institution or a similar degree recognised by a Victorian University or Tertiary Institution, Doctor of Philosophy (Genetic Counselling, Genetics, Psychology, Social Work); Fellowship of the Australian Institute of Medical Scientists (AIMS); Master of Public Health; Certification Examination for Respiratory Function Scientists and Board of Registered Polysomnographic Technologists

NES shall mean the National Employment Standards set out at Part 2-2 of the Act.

Ordinary hourly rate means $1/38^{\text{th}}$ of the ordinary weekly rate (as defined).

Ordinary weekly rate means the weekly rate of pay set out in Schedule B, as applicable to an Employee for 38 ordinary hours of work, but does not include overtime, penalty rates, allowances, loadings, shift penalties, incentives, bonuses and other ancillary payments of a like nature.

Scientist shall mean a person:

- who holds a degree of Bachelor of Science of a Victorian University or its equivalent as determined by any such University; or
- who holds a degree of Bachelor of Applied Science from a College of Advanced Education as registered in the National Register of awards in Advanced Education; or
- who is eligible for Graduate Membership of the Australian Institute of Medical Scientists (AIMS); or
- who is engaged in studies leading to the attainment of being eligible for Associate Membership of the AIMS; or
- who is eligible for ordinary membership of the Neurophysiological Sciences Society of Australia; or
- who is eligible for ordinary membership of the Australasian Society of Respiratory Technology.

Trainee Scientist shall mean any Employee engaged in studies leading to the attainment of the qualification Bachelor of Applied Science.

Union shall mean the Health Services Union (Victoria No. 4 Branch).

Working Week shall mean a working week commencing after midnight on a Sunday evening and ending at midnight on the following Sunday evening.

PART 2 – COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

10. ANTI-DISCRIMINATION

In all matters relating to employment, appointment, promotion and training, the parties to this Agreement will adhere to and foster the principles of equal opportunity. Epworth will take reasonable and proportionate steps to ensure all Employees work in an environment free of sexual harassment, harassment and discrimination and have policies and protocols assisting these processes.

11. FAMILY FRIENDLY POLICIES

Epworth is committed to ensuring that its policies and procedures assist Employees in balancing their work and family / life commitments. For the avoidance of doubt, those policies are not incorporated into, and do not form part of, the terms of the Agreement.

12. ORGANISATIONAL COMMITMENT

Epworth is a world class health care provider. It has a clear vision and a set of values and behaviours to guide its operation to ensure the achievement of high-quality care and services for patients and families.

All Employees and Epworth will uphold the vision, values and behaviours and will endeavour to give full effect to these in their dealings and in the performance of their duties. Each new Employee will receive a copy of the values and behaviours statement.

13. RESOLUTION OF DISPUTES AND GRIEVANCES

13.1 Unless otherwise provided for in this Agreement, a dispute or grievance about a matter arising under this Agreement or a matter pertaining to the NES other than termination of employment must be dealt with in accordance with this clause. This includes a dispute or grievance about whether Epworth had reasonable grounds to refuse a request for flexible working conditions (section 65(5) of the Act) or an application to extend unpaid parental leave (section 76(4) of the Act).

13.2 This clause does not apply to any dispute on a matter or matters arising in the course of bargaining in relation to a proposed enterprise agreement.

13.3 Epworth or an Employee covered by this Agreement may choose to be represented at any stage in the dispute resolution process by a representative, which may include the Union (in the case of an Employee) or an employer organisation (in the case of Epworth).

Obligations

13.4 The parties to the dispute or grievance must genuinely attempt to resolve the dispute or grievance through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.

13.5 Whilst a dispute or grievance is being dealt with in accordance with this clause, work must continue in accordance with the custom and practice existing prior to the dispute or grievance arising, provided this does not apply to an Employee who has a reasonable concern about an imminent risk to their health or safety, has advised Epworth of this concern and has not unreasonably failed to comply with a direction by Epworth to perform other available work that is safe and appropriate for the Employee to perform.

13.6 No party or Employee will be prejudiced as to the final resolution of the dispute or grievance by the continuance of work in accordance with this clause.

Agreement and Dispute Resolution Facilitation

13.7 Subject to clause 13.8 below, if the chosen representative of an Employee is another Employee of Epworth, they must be released from normal duties for such periods of time as may be reasonably necessary to enable them to represent the Employee/s concerning matters pertaining to the dispute, including but not limited to:

- (a) investigating the circumstances of the grievance or dispute notified under this clause;
- (b) endeavouring to resolve a grievance or dispute in accordance with this clause;
- (c) participating in conciliation, arbitration or any other agreed alternative dispute resolution process.

13.8 The release from normal duties is subject to prior approval by Epworth and the proviso that it does not unduly affect the operations of Epworth.

Internal Dispute / Grievance Resolution Process

13.9 An Employee will have the right for any dispute or grievance about a matter as described at clause 13.1 to be heard through more senior levels of management as appropriate provided that the process is conducted in a timely manner and is consistent with the following principles:

- (a) the rules of natural justice, including the right to procedural fairness;
- (b) the objective that the process should be dealt with expeditiously with as little formality as a proper consideration of the matter allows, and with a preference for mediated or conciliated outcomes where practicable;
- (c) the objective that all parties have input into the process, including having the capacity to express a preference, or reasonable objection, to a person or organisation proposed to assist in the resolution of the grievance or dispute.

13.10 The dispute or grievance must first be discussed by the aggrieved Employee(s) with their immediate supervisor (unless the dispute/grievance relates to their supervisor). Epworth will not unreasonably refuse a request of an Employee to have their chosen representative present at such discussions.

13.11 If the Employee still feels aggrieved, then the matter will be referred to their Department Head for further discussion. Epworth will not unreasonably refuse a request of an Employee to have their chosen representative present at such discussions.

- 13.12** If the matter is not resolved, then the Employee's chosen representative may be advised by the Employee, if desired, and a meeting arranged with a representative of Epworth appointed for the purposes of this procedure.
- 13.13** If the matter is not resolved, the Employee(s) can require that the matter be discussed with another representative of Epworth appointed for the purposes of this procedure
- 13.14** It is agreed that the above steps 13.10 through 13.13, as applicable, shall take place within fourteen (14) days, or such longer period as may be mutually agreed.
- 13.15** If the matter is not resolved, a party to the dispute may apply to the FWC to have the grievance or dispute dealt with by conciliation and, if it remains unresolved, arbitration. In the course of the FWC proceedings, the Employee(s) involved in the dispute shall be released from duty and shall not suffer any reduction in ordinary pay by their attendance.
- 13.16** At the conclusion of the process outlined in sub-clause 13.14, if neither party to this Agreement refers the matter to the FWC within twenty-eight (28) days, or such longer period as mutually agreed between the parties in writing, the matter will be deemed to have been resolved.
- 13.17** The parties will have a right to seek leave to appeal any decision of the FWC to the Full Bench of the FWC.

Disputes of a Collective Nature

- 13.18** The parties bound by this Agreement acknowledge that disputes of a collective nature concerning more than one Employee may be dealt with more expeditiously by an early referral to the FWC.
- 13.19** No dispute of a collective nature may be referred to the FWC directly unless there has been a genuine attempt to resolve the dispute at the workplace level prior to its being referred to the FWC.

Conciliation

- 13.20** Where a dispute or grievance is referred for conciliation, a member of the FWC shall do everything that appears to the member to be right and proper to assist the parties to agree on terms for the resolution of the dispute or grievance.
- 13.21** This may include arranging:
- (a) conferences of the parties or their representatives presided over by the member; and
 - (b) for the parties or their representatives to confer among themselves at conferences at which the member is not present.
- 13.22** Conciliation before the FWC shall be regarded as completed when:
- (a) the parties have reached agreement on the resolution of the grievance or dispute; or
 - (b) the member of the FWC conducting the conciliation is satisfied that there is no likelihood that within a reasonable period, further conciliation will result in agreement by the parties on terms for the resolution of the grievance or dispute; or

- (c) one of the parties has informed the FWC member that there is no likelihood of agreement on the resolution of the grievance or dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed.

13.23 Arbitration

If the dispute or grievance has not been resolved when conciliation has been completed in accordance with clause 13.22, either party may request that the FWC proceed to determine the dispute or grievance by arbitration.

- 13.24** Where a member of the FWC has exercised conciliation powers in relation to the dispute or grievance, the member shall not exercise, or take part in the exercise of, arbitration powers in relation to the dispute or grievance if a party objects to the member doing so.

- 13.25** Subject to sub-clause 13.26 below, the determination of the FWC is binding upon the persons bound by this Agreement.

- 13.26** An appeal lies to a Full Bench of the FWC, with the leave of the Full Bench, against a determination of a single member of the FWC made pursuant to this clause.

- 13.27** A Full Bench may, on appeal, confirm, quash or vary the decision or act appealed from and may make such further or other determinations as it sees fit.

- 13.28** A Full Bench shall apply the same principles regarding any appeal made under this clause as it would to an appeal made in accordance with the Act.

14. MANAGING CONDUCT AND PERFORMANCE

- 14.1** Subject to clauses 14.7 and 14.8, in the event Epworth has a concern with an Employee's performance or conduct, all reasonable efforts will be made to provide appropriate counselling to resolve the issue to both parties' satisfaction as soon as possible.

- 14.2** Where counselling has not been able to resolve the concern or is not considered appropriate by Epworth in the circumstances, disciplinary action may be necessary and the management representative shall notify the Employee of the reason. A first warning in writing may be issued and will be recorded on the Employee's personnel file.

- 14.3** Epworth will only discipline an Employee without first counselling where the concern is of such a serious nature that Epworth considers counselling is not appropriate.

- 14.4** If the concern continues the matter will be discussed with the Employee. A second warning in writing may be given to the Employee and recorded on the Employee's personnel file.

- 14.5** If the concern continues the Employee will be seen again by management. A final warning in writing may be given.

- 14.6** If the matter recurs, the Employee may be dismissed. No dismissals will occur without the authority of executive management.

- 14.7** In case of serious matters pertaining to conduct or performance Epworth may issue the Employee with a first and final warning without following the steps 14.1 to 14.6 above as an alternative to termination. A final warning shall be such that the Employee is notified that in the event that there are further performance or conduct issues the Employee may be terminated.
- 14.8** Notwithstanding clauses 14.1 to 14.7 above, summary dismissal of an Employee may still occur for acts of "serious and/or wilful misconduct" including as defined in the *Fair Work Regulations 2009* (Cth).
- 14.9** If after any warning, a period of eighteen months elapses without any further warning/s or action being required, all adverse reports relating to the warning will be disregarded by Epworth for all future purposes and will be removed from the Employee's personnel file upon request by the Employee.
- 14.10** The Union may be involved in this matter at any time if desired by the Employee in the capacity of the Employee's representative. Epworth may be represented by the representative of its choice.
- 14.11** If a dispute should arise during the disciplinary process, and the matter has not been resolved after following the dispute resolution procedure, then the matter may be referred to the FWC for resolution by conciliation and, where the matter in dispute remains unresolved, by arbitration in accordance with clause 13 of this Agreement.
- 14.12** This clause shall not apply until the Employee has completed a period of employment with Epworth of at least the minimum employment period as prescribed in the Act (six (6) months).

15. CONSULTATION REGARDING CHANGE

- 15.1** Where Epworth has made a definite decision to implement:
- (a) any change that is likely to have a significant impact on Employees; or
 - (b) a change to the regular roster or ordinary hours of work of Employees;
- Epworth shall, as early as practicable, consult the affected Employees and if requested by the affected Employees, will consult the Union or other relevant Employee representatives prior to the introduction of the proposed change.
- 15.2** Epworth shall discuss with the affected Employees, their Union representatives at the workplace, the Union and other affected Employee representative(s) amongst other material things:
- (a) the introduction of changes specified in sub-clause 15.1;
 - (b) the effect such changes are likely to have on affected Employees; and
 - (c) the reasons for any changes and measures to mitigate adverse effects of such change on affected Employees.
- 15.3** A change that is likely to have a 'significant impact' on an Employee if it results in:
- (a) a reduction in hourly rate or hours worked where there is a loss of income;
 - (b) a change in classification;

- (c) a major change to duties, work practices, or rosters (save for roster changes that are part of the Employee's normal shift rotation);
- (d) a change in work location or redeployment;
- (e) removal of an existing amenity;
- (f) the termination of the employment of Employees as a consequence of the change;
- (g) major change to the composition, operation or size of Epworth's workforce or to the skills required of Employees;
- (h) the elimination or diminution of job opportunities that impact on tenure;
- (i) the need to retrain Employees; or
- (j) the restructuring of jobs.

15.4 'Consultation' means genuine discussion of issues/proposals and the consideration of each party's views, prior to confirming any decision.

15.5 For the purposes of such discussion, Epworth shall provide in writing to the affected Employees and their representatives a Change Impact Statement detailing:

- (a) all relevant information about the proposed changes, including the nature of the changes proposed;
- (b) reasons for any proposed redundancies and the number of Employees and categories of Employee likely to be affected; and
- (c) the expected effects of the changes on Employees and other matters that may impact on them, provided that Epworth is not required to disclose confidential or commercially sensitive information, the disclosure of which would be contrary to Epworth's interests or in breach of the Act.

15.6 Epworth shall invite affected Employees to provide their views and feedback about the impact of the changes proposed, including any impact in relation to their family or caring responsibilities.

15.7 Epworth will consider any views or alternative proposals put forward by an affected Employee about the impact of the change.

15.8 Any dispute about a matter arising from this clause shall be dealt with in accordance with the dispute resolution procedure set out in Clause 13 of this Agreement. For the avoidance of doubt, this does not limit the matters that may be dealt with under the dispute resolution procedure.

16. OCCUPATIONAL HEALTH AND SAFETY

16.1 Epworth is committed to best practice in Occupational Health and Safety. Epworth acknowledges its responsibility to actively comply with all legislation and associated codes of practice relevant to Occupational Health and Safety. Epworth will encourage consultation with Employees to, as far as practicable, identify any workplace hazards and assist in their elimination.

- 16.1.1** The provisions of this part of the Agreement shall be read and interpreted in conjunction with the *Occupational Health and Safety Act 2004* (Vic) (as amended) but that legislation is not incorporated into this Agreement.
- 16.1.2** Epworth will establish and/or maintain designated work groups as agreed with Employees.
- 16.1.3** Each designated work group Occupational Health and Safety representative will be eligible to become a member of the relevant Epworth Occupational Health and Safety Committee.
- 16.1.4** Where an Occupational Health and Safety representative vacancy arises the Occupational Health and Safety Committee will select an Employee representative on the committee to act as the returning officer for the election to fill that vacancy.
- 16.1.5** Health and Safety representatives shall be entitled, without loss of pay, to attend approved Occupational Health and Safety representative training courses, subject to a request to attend a course not being made less than 14 days before the course is to start. Reasonable course fees and other reasonable costs will be paid by Epworth. Epworth will permit Health and Safety representatives to take such time as is necessary or prescribed to attend occupational health and safety training courses approved by WorkSafe Victoria.

16.2 Rehabilitation

- 16.2.1** The provisions of this part of the Agreement shall be read and interpreted in conjunction with the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) (as amended) but that legislation is not incorporated into this Agreement.
- 16.2.2** Epworth will retain an injured Employee's position for 12 months from date of injury. Where return to pre-injury position and duties is not possible because of the Employee's injury or incapacity, the injured Employee's position/duties should, where possible, be modified by agreement to accommodate the Employee's return to work in line with the treating doctor's and/or rehabilitation provider's recommendations.
- 16.2.3** Where return to modified position/duties is not possible because the Employee's injury or incapacity, an injured Employee may return to other suitable meaningful employment, with appropriate training, if necessary. Such a position should as far as possible be a position of the same classification as the employee's pre-injury position.
- 16.2.4** Epworth shall offer suitable employment in line with its occupational rehabilitation policy to a partially incapacitated Employee when the Employee's treating doctor determines that an injured Employee is no longer totally incapacitated for work. Employees will be returned to work in positions within their Department unless this is not practicable because of the Employee's injury or incapacity as determined or recommended by Employee's treating doctor. The Epworth Injury Management and Rehabilitation policy is not incorporated into this Agreement.

16.2.5 Where an Employee cannot be returned to work in such position, the injured Employee will be entitled to transfer to a suitable position as soon as such a position becomes available providing the Employee is certified fit and is qualified to undertake that position. If there is a dispute between Epworth and an injured Employee over occupational rehabilitation programs, the dispute will be referred to the Dispute Resolution Procedure as set out in Clause 13 of this Agreement.

16.2.6 For the avoidance of doubt, the obligations imposed upon Epworth under this clause are not to be read or interpreted as limiting its ability to take disciplinary action and/or terminate an Employee's employment.

16.3 Safety Equipment and Protective Clothing

16.3.1 Epworth requires the use of standard precautions by all Employees in the delivery of patient care and will provide education, training and equipment to ensure that Employees are able to work free from hazards.

16.3.2 Epworth shall supply suitable items of safety equipment and protective clothing to Employees engaged in work necessitating the use of or wearing of such equipment and protective clothing.

16.3.3 Any Employee who is provided with any safety equipment and/or protective clothing shall use or wear as the case may be such equipment in such a way as to achieve the purpose for which it is supplied.

16.3.4 Failure to act in accordance with this clause may result in the application of Clause 14 Managing Conduct and Performance.

16.3.5 Epworth shall provide all necessary education to Employees in the use/application of safety equipment/protective clothing and standard and transmission-based precautions.

16.4 Injury Prevention

Epworth together with its Employees and their chosen representatives are committed to the prevention of workplace injuries through the provision of ongoing education programs and equipment to be utilised in lifting of patients and all manual handling. The risks associated with manual handling will be managed in a professional manner and appropriate resources will be applied during the life of this Agreement.

PART 3 – EMPLOYMENT ARRANGEMENTS

17. TYPES OF EMPLOYMENT

17.1 Full time

A full time Employee is one employed and ready, willing and available to work thirty-eight hours per week. This will be at the times and during the hours mutually agreed upon or otherwise as prescribed by Epworth. Such Employees shall be paid a weekly salary appropriate to the Employee's classification irrespective of the number of hours worked not exceeding the average of thirty-eight hours per week except in respect of periods of unpaid leave or unauthorised absences.

17.2 Part time

A part time Employee is one employed and ready, willing and available to work less than seventy-six hours per fortnight as specified in their contract of employment. Employees employed on a part-time basis shall be paid for hours worked, at an hourly rate equal to the ordinary hourly rate appropriate to the Employee's classification. Employees employed under this sub-clause shall receive leave entitlements on a pro rata basis, unless stated otherwise.

At the time of engagement, Epworth and the Employee will agree in writing on:

- (a) the span of hours during which the Employee can be rostered to work within a fortnight.
- (b) the days of the week the Employee can be rostered to work within a fortnight; and
- (c) the agreed minimum number of contracted hours to be worked per fortnight.

Any agreed variation to the hours of work in sub-clause 17.2 (a) above will be recorded in writing.

Nothing in this clause prevents the parties from agreeing to a variation to the agreed hours of work from time to time to suit the Employee or in order to assist the business.

Where a part time Employee has worked on average over a six (6) month period longer hours than were contracted, the Employee may request to increase their contracted hours of employment. Epworth will respond to any such request within twenty-eight days. This provision shall not apply to part-time Employees substituting for other Employees absent for parental leave, long service leave, Workcover or other authorised temporary absences.

17.3 Casual

A casual Employee is an Employee engaged and paid as such on an hourly basis.

17.3.1 A casual Employee shall be paid for all ordinary work undertaken on weekdays an amount equal to the ordinary hourly rate appropriate to the Employee's classification per hour plus a casual loading of twenty-five (25) per cent. The casual loading is paid in lieu and in compensation of the paid leave entitlements of full-time Employees.

17.3.2 For all ordinary hours of work done on Saturdays and Sundays the amount paid will equal the ordinary hourly rate plus a loading of 87.5%.

- 17.3.3** For all ordinary hours of work done on Public Holidays the amount paid will equal the ordinary hourly rate plus a loading of 125%.
- 17.3.4** The provisions of Clause 19 (Notice of Termination), Clause 200 (Redundancy), Clause 27 (Medical Treatment), Clause 37 (Saturday and Sunday Work), Clause 522 (Annual Leave), Clause 55 (Paid Personal/Carer's Leave), Clause 57 (Paid Bereavement/Compassionate Leave), Clause 58 (Long Service Leave), Clause 59 (Paid Parental Leave), Clause 644 (Professional Development Leave) and Clause 65 (Professional Development Reimbursement) shall not apply to a casual Employee unless explicitly stated otherwise or as required by the NES.
- 17.3.5** In addition, a casual Employee shall be entitled to receive the appropriate uniform and other allowances contained in this Agreement, unless stated otherwise.
- 17.3.6** The minimum engagement for a casual Employee will be four (4) hours, except for the purposes of undertaking required training or staff meetings which will be paid for:
- (a) a minimum of two (2) hours or the time so spent if greater than two (2) hours; or
 - (b) the length of the training or meeting if these occur via online means.
- 17.3.7** Epworth will offer current part-time Employees, where replacement is of the same, or if relevant, higher classification who are available to work, additional shifts or hours, where available, to fill "unplanned vacancies" in preference to casual staff.

17.3.8 Casual conversion

- (a) A casual Employee may have a pathway to permanent employment in accordance with the NES. In accordance with the NES, Epworth must make an offer to a casual Employee under this subclause if:
 - (i) the Employee has been employed by Epworth for a period of 12 months beginning the day the employment started; and
 - (ii) during at least the last six (6) months of that period, the Employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to work as a full-time employee or a part-time employee (as the case may be).
- (b) A casual Employee is also able to request their Employer convert their employment to full or part time (permanent) in some circumstances.
- (c) Any dispute over the application of the NES casual conversion provisions may be dealt with in accordance with Clause 13 Resolution of Disputes and Grievances, in this Agreement.
- (d) The further details of casual conversion will be in accordance with the NES.

17.4 Fixed Term

Fixed term employment of full time or part time nature shall only be used for genuine fixed term arrangements including, but not limited to:

- (a) replacement of Employees proceeding on approved leave;
- (b) meeting fluctuating patient and resourcing needs and unexpected increases in workload;

- (c) undertaking a specific, but finite, task;
- (d) filling a vacancy resulting from an Employee undertaking a temporary assignment or secondment elsewhere in Epworth; or
- (e) post graduate training; or
- (f) roles that are funded for a specific project or term and that funding is not recurrent or there is no additional funding made available to extend the role or project; or
- (g) temporarily filling a vacancy where, following an appropriate recruitment and selection process, a suitable permanent Employee is not available.

18. NOTIFICATION OF CLASSIFICATION

Epworth shall notify each Employee in writing on commencement of their employment of their classification and terms of employment.

Epworth shall confirm with each Employee in writing of any alteration to their classification.

19. NOTICE OF TERMINATION

19.1 To end the employment relationship, Epworth or the Employee (other than a casual Employee or an Employee who is within their probation period) shall give four (4) weeks written notice, subject to clause 1919.3 (regarding payment in lieu of notice) and the relevant provisions of the Act regarding termination without notice.

19.2 Epworth will give an additional week of notice (or provide payment in lieu of such notice) to Employees over forty-five years of age who have had two (2) or more years of continuous service.

19.3 Payment in lieu of the notice prescribed in clauses 19.1 and/or 19.2 will be made by Epworth if the appropriate notice period is not given. Provided further that the employment may be terminated by Epworth by part of the period of notice and part payment in lieu of the remaining notice period.

19.4 If an Employee fails, without Epworth's agreement, to give proper notice as required by clause 19.1, Epworth shall have the right to withhold monies due to such Employee, other than amounts due to the Employee under the NES, in accordance with section 324(1)(b) of the Act. The maximum amount that can be withheld is equal to the amount the Employee would have received under clause 19.1, less any period of notice given.

19.5 Where Epworth has given notice of termination to an Employee, an Employee shall be allowed up to one (1) days' time off without loss of pay to seek other employment. The time off shall be taken at times convenient to the Employee after consultation with Epworth. Epworth shall on request from an Employee whose employment ends, provide a Statement of Service.

19.6 The period of notice outlined in this clause will not apply:

- (a) Where the conduct of an Employee justifies instant dismissal;
- (b) to casual Employees;

- (c) to Employees employed for a specified period of time, for a specified task, or for the duration of a specified season;
- (d) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement.

20. REDUNDANCY

20.1 Where Epworth has made a definite decision that it no longer requires the job that an Employee has been doing to be done by anyone, and such decision is not due to the ordinary and customary turnover of labour, Epworth shall, as soon as practicable, consult with the affected Employee(s) and their chosen representative in accordance with Clause 15 of this Agreement.

20.2 Epworth shall not be required to disclose confidential or commercially sensitive information, the disclosure of which would be contrary to Epworth’s interests.

20.3 An Employee transferred to lower paid duties for reasons of redundancy shall be entitled to the period of notice set out in this sub-clause for the transfer. Epworth may make payment in lieu of notice by paying the difference in ordinary pay for the number of weeks’ notice still owing (i.e., salary maintenance), or provide part of the period of notice and make part payment in lieu of the remaining notice period for the transfer.

Period of Continuous Service	Salary Maintenance
Less than 2 years	4 weeks’ pay
2 years but less than 3 years	6 weeks’ pay
3 years but less than 4 years	8 weeks’ pay
4 years and over	12 weeks’ pay

20.4 Subject to sub-clause 20.6, an Employee whose employment is terminated by way of redundancy shall be paid the greater of:

- (a) In addition to the notice prescribed in clause 19.19, severance pay as prescribed by the NES, or
- (b) Inclusive of the notice prescribed in clause 19, two (2) weeks per year of service up to a maximum of 26 weeks.

20.5 An Employee who is given notice of termination of employment on the grounds of redundancy may terminate her/his employment during the period of notice. The Employee shall still be entitled to payment in lieu of the balance of the notice period not worked in addition to the severance pay.

20.6 Transfer of Business

In the event that any Employee is affected by a transfer of business within the meaning of Part 2-8 of the Act, the relevant provisions of section 122 of the Act shall apply.

20.7 Employees exempted

This clause does not apply to:

- (a) casual Employees, or

- (b) Employees engaged for a specified period of time or for a specified task or tasks; or
- (c) Employees whose employment is terminated because of serious misconduct.

PART 4 - WAGES AND RELATED MATTERS

21. CLASSIFICATION STRUCTURE AND WAGE RATES

Employees shall be paid in accordance with the classification structure and wage rates prescribed in Schedule A and Schedule B respectively of this Agreement.

22. SALARY INCREASES

22.1 Salaries and allowances shall be increased from the commencement of the first full pay period to occur on or after the dates and by the percentages set out below:

- 2.25% on the first full pay period on or after 1 July 2022
- 2.25% on the first full pay period on or after 1 July 2023
- 2.40% on the first full pay period on or after 1 July 2024
- 2.40% on the first full pay period on or after 1 July 2025

22.2 The salary increases specified in sub-clause 22.1 and set out in Schedule B of this Agreement are inclusive of any wage increase, determination or award of the FWC made during the life of this Agreement.

23. PAYMENT OF WAGES

Wages shall be paid by direct bank transfer not later than Thursday following the end of the fortnightly pay period. Provided that when a public holiday occurs between the end of the pay period and the usual pay day, payment may be postponed by one (1) day for each public holiday so occurring during that period, but payment must still be made on a weekday.

Epworth shall provide an electronic statement to each Employee detailing the following information: name and classification of the Employee, the period the pay relates to and the date of payment; the hourly rate of pay; the amount of pay including allowance; the amount of pay deductions and the amount of occupational superannuation being paid.

24. SALARY PACKAGING

Eligible Employees may choose to defer a portion of the grossed up taxable value of their base ordinary gross wage in accordance with ATO rulings and Epworth policy (which is not incorporated into this Agreement) as varied from time to time.

The deferred amount is withheld on a fortnightly basis and any benefit paid out must not exceed the accrued portion. Employees commencing employment part way through the year will be entitled to a pro-rata amount. Eligible Employees are full-time and part-time Employees and casual Employees who work an average of 7.6 hours or more per week.

The amount deferred must be paid in accordance with the Epworth Salary Packaging policy as varied from time to time and any costs associated with formulating, administering and terminating salary packaging arrangements will be borne by the Employee in a manner directed by Epworth. The Epworth Salary Packaging Policy is not incorporated into this Agreement.

If legislation or other changes have the effect of increasing the cost of salary packaging to Epworth, then these costs shall either be paid by the Employee or the Employee can choose to cease the arrangement from the date of the effect of any such change.

In the event that the law governing taxation make the objective of this clause illegal, Epworth will advise the Employee concerned. The salary packaging contribution arrangement will be terminated or amended to comply with such laws. If the salary packaging arrangement can be amended to comply with the legislation changes, the Employee can choose to cease the arrangement from the date of effect of any such change, or bear any costs associated with formulating and administering the amended salary packaging arrangements.

25. SUPERANNUATION

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

25.2 The Fund for the purpose of this clause shall mean:

- (a) Health Employees Superannuation Trust of Australia (HESTA); or
- (b) Aware Super; or
- (c) The superannuation fund nominated by the Employee pursuant to a completed superannuation standard choice form;

and Epworth shall participate in accordance with the trust funds deeds.

25.3 Upon commencement of employment, Epworth shall provide each Employee with membership forms for each of the above funds and shall forward the completed membership forms to the Employee's chosen fund within twenty-eight days.

25.4 In the event that the Employee has not completed an application form within twenty-eight days, Epworth shall forward contributions and Employee details to Aware Super as the default fund. The default fund offers a MySuper product.

25.5 Epworth shall contribute to the Fund such contributions as required to comply with the Superannuation Guarantee (Administration) Act 1992 and the Superannuation Guarantee (Charge) Act 1992 as amended from time to time.

25.6 An Employee may make additional contributions to the fund from their salary. Upon receiving written authorisation from the Employee, Epworth must commence making contributions to the fund in accordance with the Superannuation Guarantee Charge Act 1992.

25.7 Where an Employee packages part of their salary in accordance with clause 24, Epworth's Superannuation Guarantee Charge (SGC) contribution will be calculated on the employee's pre-packaged ordinary time earnings.

25.8 An Employee may sacrifice part of their salary to superannuation. Where this occurs, Epworth's SGC contribution will be calculated on the employee's pre-salary sacrifice ordinary time earnings.

26. ACCIDENT PAY

Epworth shall pay and an Employee shall be entitled to receive accident pay in accordance with this agreement:

26.1 Definitions

"WIRC Act", for this clause 26, means the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic), and any relevant operative transitional legislation relating to the WIRC Act.

"Injury" means any physical or mental injury within the meaning of the Act and no injury shall give rise to an entitlement to accident pay under this clause unless an entitlement exists under the WIRC Act.

"Accident Pay"

Total Incapacity

Where an Employee is or is determined to be totally incapacitated within the meaning of the WIRC Act, the term "accident pay" means a weekly payment of an amount representing the difference between:

- (a) the total amount of compensation, including allowances, paid to the Employee during the period of incapacity under the WIRC Act for the week, and
- (b) the total weekly rate, as varied in accordance with this Agreement, and any over Agreement payment being paid to the Employee at the date of the injury and which would have been payable for the Employee's classification for the week in question if they had been performing their normal duties, provided that –

in making such calculation any payment for overtime earnings, shift premiums, penalty rates and any ancillary payment payable by Epworth shall not be taken into account.

Partial Incapacity

Where an Employee is partially incapacitated within the meaning of the WIRC Act, the term

'accident pay' means a weekly payment of amount representing the difference between:

- (a) the total amount of compensation paid to the Employee during the period of incapacity under the WIRC Act for the week together with the average weekly amount they are earning; and
- (b) the total weekly rate, as varied in accordance with this Agreement, and any weekly over Agreement payment being paid to the Employee at the date of the injury and which would have been payable for the Employee's classification for the week in question if they had been performing their normal duties, provided that –

in making such calculation any payment for overtime earnings, shift premiums, penalty rates and any other ancillary payment payable by Epworth shall not be taken into account.

26.2 Payment for Part of a Week

Where an Employee is incapacitated, either totally or partially, for part of a week, such an Employee shall receive pro rata accident pay for that part of the week.

26.3 Qualification for Payment

26.3.1 Subject to the terms of this clause, an Employee covered by this Agreement shall, upon receiving payment of weekly compensation and continuing to receive such payment for incapacity under the WIRC Act, be paid accident pay by Epworth which is liable to pay compensation under the WIRC Act, which liability may be discharged by another person on behalf of Epworth, provided that:

- (a) Accident pay shall not apply to any incapacity occurring during the first two (2) weeks of employment unless such incapacity continues beyond the first two (2) weeks and then, subject to clause 26.3.4 below and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first two (2) weeks.
- (b) Accident pay shall only be payable to an Employee whilst that Employee remains in the employment of Epworth 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 Epworth, but such alternative employment is available with another employer then the relevant amount of accident pay shall still be payable.

26.3.2 Provided further that in the case of the termination by Epworth of an Employee who is incapacitated and receiving accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where the termination is due to serious and/or wilful misconduct on the part of the Employee.

26.3.3 In order to qualify for the continuance of accident pay on termination an Employee shall if required provide evidence to Epworth of the continuing payment of weekly payments of compensation.

26.3.4 Subject to this clause, accident pay shall not apply in respect of any injury during the first five (5) normal working days of incapacity.

26.3.5 In relation to industrial diseases contracted by a gradual process or injury subject to recurrence, aggravation, or acceleration, such injuries or diseases shall not be subject to accident pay unless the Employee has been employed with Epworth at the time of the incapacity for a minimum period of one (1) month.

26.4 Maximum Period of Payment

The maximum period or aggregate period of accident pay to be made by Epworth shall be a total of 39 weeks for any one (1) injury as defined.

26.5 Absences on Other Paid Leave

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

26.6 Subject to other provisions in this Agreement, the Employee will not be eligible to accrue leave where their absence on accident compensation leave extends beyond a 52-week period in aggregate provided that, where the Employee returns to work, leave will recommence accruing for the period of any return to work.

26.7 Notice of injury

Following an injury for which they claim to be entitled to receive accident pay, an Employee shall give notice in writing of the injury to Epworth as soon as reasonably practicable after the occurrence thereof, provided that such notice may be given by a representative of employee.

26.8 Medical Examination

In order to receive an entitlement to accident pay, an Employee shall meet the requirements of the WIRC Act for attending medical examinations.

Where, in accordance with the WIRC Act, a medical practitioner 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 Epworth and is refused by the Employee or the Employee fails to commence the work, accident pay shall cease from the date of such refusal or failure to commence the work.

26.9 Cessation or Redemption of Weekly Payments

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

26.10 Civil Damages

26.10.1 An Employee receiving or who has received accident pay shall advise Epworth of any action she/he may institute or any claim she/he may make for damages. Further the employee shall, if requested, provide an authority to Epworth entitling it to a charge upon any money payable pursuant to any judgement or settlement on that injury.

26.10.2 Where an Employee obtains a judgement or settlement for damages in respect of an injury for which they have received accident pay, Epworth's liability to pay accident pay shall cease from the date of such judgement or settlement, provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by Epworth, the Employee shall pay to Epworth any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

26.10.3 Where an Employee obtains a judgement or settlement for damages against a person other than Epworth in respect of an injury for which he or she has received accident pay, Epworth's liability to pay accident pay shall cease from the date of such judgement or settlement, provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by Epworth, the Employee shall pay to Epworth any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

26.11 Death of an Employee

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

27. MEDICAL TREATMENT

Employees and their immediate family who have intermediate or top private health insurance cover will receive treatment at Epworth with out-of-pocket costs in accordance with the Epworth policy that is current at the time of receiving treatment. This does not include private doctor, health professional, diagnostic, pharmacy expenses and Health Fund excesses. The Epworth policy is not incorporated into this Agreement.

28. CAR PARKING

Epworth will continue to subsidise parking costs for those Employees using hospital parking facilities. A casual rate will also be available to Employees across all Epworth sites that provide car parking. Epworth will communicate to Employees in a timely manner any increases to the cost of car parking.

29. POLICE RECORDS CHECKS

The cost of a new Employee obtaining a mandatory police record check will be met by Epworth.

PART 5 – WORKING HOURS AND ALLOWANCES

30. HOURS

- 30.1** The hours for an ordinary week's work for full time Employees, (excluding mealtimes), will not exceed an average of thirty-eight hours per week over a four (4) week period. The hours of an ordinary day's work for such Employees, exclusive of meal breaks, shall be either seven hours thirty-six minutes (7 hours 36 minutes), eight hours twenty-seven minutes (8 hours 27 minutes) or nine and a half hours (9 hours 30 minutes), as required by Epworth.
- 30.2** Nothing in clause 30.1 prevents an Epworth department from having hours of an ordinary day's work for full time Employees that are different to those specified in clause 30.1, provided they are within the range of seven hours thirty six minutes (7 hours 36 minutes) and nine and a half hours (9 hours 30 minutes).
- Employees may work shifts from four (4) to ten (10) hours' duration by mutual agreement.
- 30.3** No shift of ordinary hours shall be less than four (4) hours duration except for the purposes of undertaking training which will be paid for:
- (i) a minimum of two (2) hours or the time so spent if greater than two (2) hours; or
 - (ii) the length of the training or meeting if these occur via online means.

31. FLEXIBLE WORKING HOURS ARRANGEMENTS

Hours of Work (Full Time Employees) – Flex Time

- 31.1** It is acknowledged that an Employee may, subject to prior management approval and in accordance with Epworth policy as varied from time to time (which is not incorporated into this Agreement), sometimes elect to work variable hours (within contracted hours) to take time for personal appointments/matters that occur on an adhoc basis. In order to accommodate these variations in shift length, Employees are entitled to accrue time worked over and above the ordinary rostered shift.
- 31.2** This accrued time may, subject to prior management approval, then be taken as Flex time, providing:
- (a) a maximum of 7.6 hours' Flex time can be accrued in any four (4) week period. The minimum amount of time that can be accrued is 20 minutes.
 - (b) time is accrued at the normal rate; that is one (1) hour accrued for each extra hour worked. A maximum of 22.8 hours can be banked.
 - (c) a maximum of 15.2 hours' Flex time can be taken in any four (4) week period. Flex time will generally be taken from time accrued in advance.
- 31.3** Department managers are responsible for the coordination of Employees taking Flex time (and all other aspects of department staffing) and may direct Employees to take accrued Flex time. Employees may consult with their manager to arrange to take Flex time at a future date.

31.4 Flex time will be monitored through Epworth's Pay Office and will be recorded on fortnightly time sheets and signed off by the departmental manager. Any accrued untaken Flex time on termination will be paid at the ordinary hourly rate applicable to the time when worked.

Right to request flexible working arrangements

31.5 Nothing in this clause limits the right of an Employee to request flexible working arrangements in accordance with the NES. An Employee, other than a casual Employee, with at least 12 months' continuous service with Epworth may request a change in working arrangements because of the Employee's circumstances related to where:

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

31.6 A request for flexible working arrangements in accordance with clause 31.5 must be in writing, set out the details of the change sought and the reasons for the change. Epworth shall give the Employee a written response to the request within 21 days, advising whether the request is granted or refused. The request will only be refused on reasonable business grounds.

32. MEAL BREAKS AND REST INTERVALS

An Employee who works in excess of five (5) hours will be entitled to an unpaid meal break. Meal breaks shall be for not less than 30 minutes for each meal and shall not be counted as time worked. Except for meal breaks, the work of each period of duty shall be continuous. Provided that by agreement between an individual Employee and Epworth, an Employee who works shifts of six (6) hours or less may forgo the unpaid meal break. Where an Employee is unable to take a meal break during the rostered meal interval, they shall be paid for the meal interval at the ordinary hourly rate. By mutual agreement, the Employee may take time off in lieu of such payment.

Employees will receive a 10-minute rest interval for each four (4) hours worked or part of it being greater than two (2) hours. The rest intervals shall be at a time suitable to Epworth and shall be counted as time worked. Where Epworth and the Employee agree, rest intervals can be taken together or taken immediately before the period of duty ends.

33. ROSTERS

Fixed by Epworth

The ordinary hours for duty of full-time and part-time Employees shall be worked according to roster(s) exhibited where it is easily accessible to such Employees. The roster will show the Employee's daily ordinary working hours, commencing and finishing times and times on call. It shall be posted at least fourteen days before it comes into operation and shall not be altered unless for sickness or emergency without seven (7) days' notice. The roster may be changed with seven (7) days' notice. Provided that the roster may be altered at any time in emergency situations, or to enable the functions of the hospital/department/unit to be carried on where another employee is absent from duty due to personal/carer's leave, or compassionate leave, or family violence leave.

Rosters will be drawn up to allow at least ten (10) hours off duty between successive ordinary shifts.

Fixed by Mutual Agreement

An Employee, by request in writing, may have her/his roster fixed by mutual agreement.

Self-Rostering

Epworth believes that a rostering system which provides a high standard of quality care for patients is achievable under a self-rostering system which takes into account occupancy levels, workload demands, changeovers and patient acuity.

'Self-Rostering' means a system of shift selection whereby the Employee nominates the shifts they wish to work or do not wish to work, and Epworth makes every practical effort to meet those requests, having regard to skill mix requirements, OHS, fairness and equity amongst affected Employees. Epworth supports the principles of self-rostering.

34. ADEQUATE STAFFING LEVELS

Epworth will ensure that staffing levels are sufficient to cover training and leave entitlements and to reduce on-call and rostered overtime where Employees are able to be recruited and depending on occupancy levels.

35. STAFF REPLACEMENT

Epworth will make every effort to backfill Employees who are absent on annual leave, long service leave, personal leave, or unpaid leave of greater than one (1) week's duration.

Provided that this clause will not apply where Epworth has given notice to Employees of a temporary closure of a service, where Employees have been given notice under clause 52 of the need to take annual leave, or where occupancy levels or Epworth's operational needs and/or requirements do not warrant the position of the Employee who is on leave being backfilled.

36. OVERTIME

36.1 Epworth may require an Employee to work reasonable overtime and such Employee shall work in accordance with such requirements. Subject to prior authorisation, work performed by a full time Employee in excess of the ordinary hours of work on any one day pursuant to Clause 30 – Hours will be overtime and shall be paid as follows, calculated on the ordinary hourly rate:

36.1.1 Monday to Friday – at the rate of time and a half for the first two (2) hours and double time thereafter;

36.1.2 Saturday and Sunday – at the rate of double time

36.1.3 Public Holidays – at the rate of double time and a half of the ordinary hourly rate

36.2 Overtime worked that could not be authorised in advance will be paid in accordance with the overtime rates prescribed in clause 36.1 if it meets the following criteria:

- (a) the Employee has performed overtime due to a demonstrable urgent need and that need could not have been met by some other means;
- (b) authorisation of the overtime could not reasonably have been given in advance of the Employee performing the overtime work; and
- (c) the Employee has claimed for retrospective authorisation of overtime as soon as possible after the overtime was worked.

36.3 In relation to part-time Employees, if work is authorised in advance and undertaken over and above the appropriate equivalent of the full-time shift in that department, or the full-time working week of 38 hours, Epworth will pay the Employee overtime rates as per a full time Employee in accordance with clause 36.1. Where overtime could not be authorised in advance it will be paid in accordance with clause 36.1, subject to clause 36.2.

36.4 Instead of receiving payment for overtime worked according to this clause, Employees may, subject to prior management approval, elect to take time off in lieu (**TOIL**). This will be for a period equivalent to the period worked at the appropriate penalty rate at a time mutually agreed between Epworth and the Employee. The Employee may elect in lieu of payment of overtime to take time off in conjunction with her/his annual leave. Such time shall not be subject to the annual leave loading.

36.5 Epworth will provide payment at the appropriate overtime rate specified in clause 36.1 applicable to when the overtime was worked, where accrued untaken TOIL has not been taken within six (6) weeks of accrual, or at the request of the Employee at any time, or on termination of employment. Where payment is requested by the Employee, the payment will be made in the next pay period following the request.

If an Employee is required to work unscheduled overtime, and as a result incurs reasonable out of pocket expenses, they will be reimbursed those expenses by prior agreement with their manager, “subject to production of receipt(s) or other evidence acceptable to Epworth”

In accruing or calculating payment of overtime, each period of overtime shall stand alone.

36.6 Overtime rates under this clause shall be in substitution for and not cumulative upon the shift allowances, weekend and public holiday penalties prescribed elsewhere in this Agreement.

37. SATURDAY AND SUNDAY WORK

Payment for ordinary work performed between midnight Friday and midnight Sunday (inclusive) shall be at the rate of time and one half of the ordinary hourly rate.

38. DAYLIGHT SAVING

During the daylight-saving change over period, an Employee shall be paid for actual hours worked at the ordinary hourly rate together with any shift penalties or allowances otherwise applicable to those hours of work.

39. SHIFT WORK

39.1 Morning / Afternoon Shift

An Employee whose rostered hours of ordinary duty finish between 6.00 pm and 8.00 am or commence between 6.00 pm and 6.30 am shall be paid a shift allowance (Morning shift/Afternoon Shift) as set out in Schedule B.

39.2 Night Shift

An Employee whose rostered hours of ordinary duty finish on the day after commencing duty or commence after midnight and before 5.00 am shall be paid a shift allowance (Temporary night shift) as set out in Schedule B for any such period of duty.

39.3 Permanent Night Shift

An Employee permanently working on any such rostered hours of ordinary duty that finish on the day after commencing duty or commence after midnight and before 5.00 am, shall be paid a shift allowance (Permanent night shift) as set out in Schedule B for any such period of duty. "Permanently working" shall mean working for more than four (4) consecutive weeks.

39.4 Change of Shift

An Employee (other than a casual employee) who changes from working on one shift to working on another shift the time of commencement of which differs by four (4) hours or more from that of the first shall be paid an allowance as set out in Schedule B.

The allowance is not payable under circumstances when an Employee is rostered by mutual agreement or self-rostering or when there is an intervening period of more than 48 hours off duty, including all paid leave, weekends and public holidays.

40. ON-CALL/RE-CALL

40.1 On-Call

40.1.1 'On call' means where an Employee is required by Epworth to be available to be recalled to duty in a specified period beyond the Employee's rostered hours of duty. An Employee rostered to be on call shall be paid an allowance as set out in Schedule B per 12-hour period or part thereof.

40.1.2 An Employee may be required to be on call for more than one site, but not at the same time except in relation to telephone on call.

40.2 Recall

40.2.1 In the event of an Employee (not rostered on-call) being recalled to duty at the workplace for any period during an off-duty period such Employee shall be paid from the time of receiving the recall until the time of finishing such recall duty with a minimum of three (3) hours' payment for each such recall, at the following rates, calculated on the ordinary hourly rate:

- (a) within a spread of twelve hours from the commencement of the last previous period of ordinary duty - time and a half.
- (b) outside a spread of twelve hours from the commencement of the last previous period of ordinary duty - double time.

40.2.2 An Employee rostered on call and recalled to duty shall be paid a minimum of three (3) hours pay, inclusive of travelling time, for each occasion of recall.

40.2.3 Where recall to duty can be managed without the Employee having to return to the hospital, such as by telephone or computer, the Employee shall be paid a minimum of one (1) hour at penalty rates. For subsequent telephone recalls beyond the first hour, the Employee will be paid a minimum of one (1) hour at penalty rates provided that multiple recalls within a discrete hour will not attract an additional payment.

40.2.4 Wherever practicable, Epworth will endeavour to provide Employees with four (4) clear days per fortnight free of on-call duty.

41. BREAKS AFTER ON CALL / RECALL AND OVERTIME

41.1 When overtime work or recall to duty (other than recall to duty of the type described in clause 40.2.3) is necessary, Employees shall have ten (10) hours continuously off duty between the work of successive periods of duty. An Employee will be released until they have had ten (10) hours continuously off duty. This will be without loss of pay for any rostered ordinary hours occurring during such an absence.

41.2 If on the instructions of Epworth such an Employee resumes or continues work without having had ten (10) hours continuously off duty, the Employee shall be paid double time at the ordinary hourly rate until released from duty for that rest period. The Employee shall also be entitled to be absent until they have had ten (10) hours continuously off duty. This is without loss of pay for any rostered ordinary hours occurring during such an absence.

42. HIGHER QUALIFICATION ALLOWANCES

42.1 Subject to remaining provisions of this clause 42, a dietitian, psychologist or medical scientist with a Higher Qualification (as defined in clause 9) who performs the class of work relating to the said qualification shall receive the following payment in addition to the prescribed weekly rate:

- 5% for a graduate certificate;
- 7.5% for a graduate diploma;
- 8.5% for a masters degree; and
- 11% for a doctorate.

42.2 The above percentages are based on the classification dietitian Grade 1 Year 3, psychologist Grade1 Year 3 or medical scientist Grade 1 Year 3 whichever is appropriate.

42.3 Subject to remaining provisions of this clause 42, a genetic counsellor with a Higher Qualification (as defined in clause 9) who performs the class of work relating to the said qualification shall receive the allowance prescribed in Schedule B in addition to the prescribed weekly rate.

42.4 Payment will only be made from the date on which the evidence is provided. The allowance will be paid on a pro-rata basis for part time and casual Employees.

42.5 Only one higher qualification will be paid. The allowance rate will be the highest qualification attained by the Employee.

42.6 Where an Employee fails to provide evidence of the Higher Qualification to Epworth and until such time as the Employee provides such evidence (which may include an academic transcript of results), the Employee shall not be entitled to payment of a Higher Qualification allowance. Payment of the Higher Qualification allowance shall be made on and from the date that evidence is provided.

42.7 Equivalence of an overseas qualification to an Australian recognised post graduate qualification is to be proven by the Employee.

In this clause 42:

- (a) a graduate certificate means a qualification assessed as a graduate certificate under the Australian Qualifications Framework (AQF) level 8 criteria;
- (b) a graduate diploma means a qualification assessed as a graduate diploma under the Australian Qualifications Framework (AQF) level 8 criteria;
- (c) a master's degree means a qualification assessed as a master's degree under the Australian Qualifications Framework (AQF) level 9 criteria; and
- (d) a doctorate means a qualification assessed as a doctoral degree under the Australian Qualifications Framework (AQF) level 10 criteria.

43. HIGHER DUTIES

An Employee who is authorised, by the Divisional manager, to assume a significant amount of the duties and responsibilities of another Employee on a higher classification under this Agreement for a period of five (5) or more consecutive working days shall be paid for the period for which he/she assumed such duties, at not less than the minimum ordinary hourly rate prescribed for the classification applying to the Employee so relieved.

Where an Employee has not been authorised, by the Divisional manager, to assume a significant amount of the duties and responsibilities of another Employee they shall not be required to perform such duties and shall not be entitled to any additional payment.

44. VEHICLE ALLOWANCE

44.1 Any Employee finishing a period of overtime or recall, when reasonable means of transport are not available for the Employee to return to her/his home, will be provided with adequate transport free of cost to the Employee.

44.2 Where Epworth requires an Employee to use their motor vehicle in the performance of their duties, Epworth will reimburse for kilometres travelled in accordance with the Australian Taxation Office Guidelines as varied from time to time.

45. TRAVELLING ALLOWANCE

When an Employee is involved in travelling on duty, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by Epworth on production of receipted account(s) or other evidence acceptable to Epworth.

Provided further that the Employee shall not be entitled to reimbursement for those expenses which exceed the mode of transport, meals or the standard of accommodation agreed for the purpose with Epworth.

46. UNIFORM AND LAUNDRY ALLOWANCE

Where Epworth requires a uniform to be worn and does not provide uniforms, it shall pay a uniform allowance as set out in Schedule B.

Where an Employee's uniform(s) is not laundered by or at Epworth's expense, the Employee shall be paid a laundry allowance as set out in Schedule B.

The uniform allowance shall be paid during all absences on paid leave, except absence on long service leave; parental leave and general leave exceeding twenty-one days. The laundry allowance is not payable during any absences on leave.

Where Epworth provides an Employee with uniforms, these shall remain the property of Epworth.

47. MEAL ALLOWANCE FOR OVERTIME

When overtime or where a recall to work exceeds two (2) hours, Epworth shall pay the Employee, in addition to any overtime payment, a meal allowance as set out in Schedule B.

48. TELEPHONE ALLOWANCE

Where Epworth requires an Employee to be on call Epworth will endeavour to provide a mobile telephone for this purpose. Where Epworth is unable to provide such mobile telephone, Epworth will reimburse the Employee for their personal outgoing 'phone charges associated with the on-call period upon production of the receipted accounts.

49. BLOOD CHECK ALLOWANCE

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

50. ENTERPRISE AGREEMENT FLEXIBILITY

50.1 Notwithstanding any other provision of this Agreement, Epworth and an individual Employee may agree to make an individual flexibility arrangement (**IFA**) varying the effect of certain terms of this Agreement to meet the genuine individual needs of Epworth and the individual Employee, if the IFA deals with one or more of the following matters and complies with clause 50.2:

- (a) arrangements for when work is performed;
- (b) overtime rates;
- (c) penalty rates;
- (d) allowances; and
- (e) leave loading.

50.2 Epworth and the individual Employee must have genuinely agreed to the IFA without coercion or duress.

50.3 The IFA between Epworth and the individual Employee must:

- (a) be confined to permitted matters under section 172 of the Act;
- (b) not include a term that would be unlawful under section 194 of the Act; and
- (c) result in the Employee being better off overall than the Employee would have been if no IFA had been agreed to.

50.4 The IFA between Epworth and the individual Employee must also:

- (a) be in writing, name the parties to the agreement and be signed by Epworth and the individual Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
- (b) state each term of this Agreement that Epworth and the individual Employee have agreed to vary;
- (c) detail how the application of each term has been varied by agreement between Epworth and the individual Employee;
- (d) detail how the IFA results in the individual Employee being better off overall in relation to the individual Employee's terms and conditions of employment; and
- (e) state the date the IFA commences to operate.

50.5 Epworth must give the individual Employee a copy of the IFA within 14 days after it is agreed to and keep the IFA as a time and wages record.

50.6 Except as provided in clause 50.4(a) the IFA must not require the approval or consent of a person other than Epworth and the individual Employee.

50.7 The agreement may be terminated:

- (a) by Epworth or the individual Employee giving no more than 28 days' notice of termination, in writing, to the other party; or
- (b) at any time, by written agreement between Epworth and the individual Employee.

50.8 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between Epworth and an individual Employee contained in any other term of this Enterprise Agreement.

51. WORKPLACE FLEXIBILITY

Epworth may require an Employee to carry out duties within the scope of the Employee's skill competence and training within other areas of the hospital or at other campuses including but not limited to where an emergency situation arises, or the ordinary usual place of work is temporarily out of operation or is unsafe subject to consultation with any affected employee.

PART 6 – LEAVE OF ABSENCE

52. ANNUAL LEAVE

52.1 For the purposes of this clause and the additional week of annual leave provided under the NES, a “Shift Worker” is a full-time or part-time Employee who:

52.1.1 works in a department where shifts are continuously rostered for seven (7) days per week and is regularly rostered to work those shifts and regularly works on Sundays and Public Holidays; or

52.1.2 is regularly rostered to work Sundays and public holidays.

52.2 All full-time Employees shall be entitled to 152 hours of annual leave, calculated on the ordinary hourly rate, for each year of service. All part-time Employees shall be entitled to annual leave on a pro rata basis to the full-time Employee entitlement. An Employee’s entitlement to annual leave accrues on a progressive basis according to the number of ordinary hours they worked.

52.3 Annual leave may be taken for a period and, in such number of periods, as is mutually agreed between Epworth and the Employee

52.4 A full-time or part time Employee who is required to work ordinary hours on a minimum of ten (10) weekends in any year of service shall be credited an additional week of annual leave which is inclusive of, and not in addition to, the additional week of annual leave under the NES for a ‘Shift Worker’ as defined in clause 52.1. For the avoidance of doubt, such Employee is not also entitled to additional annual leave as a Shift Worker in accordance with clause 52.5.

52.5 A Shift Worker (as defined in clause 52.1) is entitled to accrue the additional week of annual leave for each 12-month period of continuous service with Epworth on the basis of 1/52 of the number of ordinary hours worked by the Employee, for Epworth as a Shift Worker during that 12-month period.

52.6 Taking of leave

52.6.1 Annual leave is to be taken by mutual agreement. Epworth will not direct Employees to take leave unreasonably. Epworth will not unreasonably refuse an Employee’s request to take accrued annual leave.

52.6.2 Notwithstanding clause 52.6.1, where an Employee has accrued more than eight (8) weeks of paid annual leave (or at least ten (10) weeks paid annual leave as a Shift Worker as defined), Epworth may direct the Employee to take a period of annual leave provided that

(a) the Employee will first be given a reasonable opportunity to submit a leave reduction plan to reduce their accrued annual leave to not more than six (6) weeks within a period of six (6) months;

(b) the Employee is given at least eight (8) weeks’ and not more than 12 weeks’ notice of the direction;

(c) in directing that the Employee take leave, the Employee maintains at least six (6) weeks accrued annual leave, unless mutually agreed otherwise;

- (d) the direction must not require the Employee to take paid annual leave of less than one (1) week; and
- (e) the direction must not be inconsistent with any leave arrangement agreed by Epworth and the Employee.

52.7 Payment for Accrued Annual Leave

52.7.1 in addition to the “ordinary pay” (being payment at the ordinary hourly rate for the Employee’s ordinary hours of work in the period over which paid annual leave is taken), an Employee shall be paid the greater of:

- (a) the amount that the Employee would have been paid had they worked during the relevant period, including any penalty rates, shift premiums, and in charge allowances; or
- (b) subject to sub-clause 52.7.2, a loading of 17.5 per cent calculated on the ordinary pay.

52.7.2 The amount of annual leave loading payable will be ‘capped’ at a salary of Dietitian Grade 3, Year 3, Psychologist Grade 3, Year 3, Medical Scientist Grade 3, Year 3 or Genetic Counsellor Grade 3, Year 3 (i.e., Employees receiving a salary in excess of that amount shall not receive annual leave loading on that excess amount).

52.7.3 The annual leave loading shall not apply to purchased leave (clause 53).

52.8 Timing of Payment for Leave

An Employee may request payment in advance for a period of annual leave that is greater than one (1) week, subject to the Employee providing at least four (4) weeks’ notice and having accrued the requested amount of annual leave.

52.9 Sickness during Annual Leave

If whilst on annual leave an Employee meets the entitlement to personal leave on days which she/he would otherwise have worked, and immediately forwards to Epworth a certificate of a legally qualified medical practitioner, then these days shall be deducted from their personal leave entitlement and re-credited to her/his annual leave entitlement.

The amount of annual leave loading received for any period of annual leave converted into personal leave in accordance with the above shall be deducted from any future entitlement to annual leave loading or if the Employee’s employment ends for any reason, from termination pay.

52.10 Effect of Termination on Annual Leave

52.10.1 On termination of employment for any reason, Epworth shall pay to an Employee the amount of any unused annual leave accrued during the period of their employment.

52.10.2 Annual leave paid out on termination of employment will be paid at the amount that would have been payable had the Employee taken that period of annual leave including any applicable leave loading.

52.10.3 If annual leave has been taken in advance and, at the time the employment terminates, the Employee has a negative paid annual leave accrual, Epworth shall be entitled to deduct the amount equivalent to the negative annual leave accrual (at the amount paid at the time the annual leave was taken in advance) from any remuneration payable to the Employee upon termination of employment.

52.11 Cashing Out of Annual Leave

52.11.1 An Employee may, with the agreement of Epworth, request in writing to cash out a particular amount of accrued annual leave up to two (2) weeks (76 hours or pro rata for part time Employees) of their annual leave during each 12-month period including annual leave loading. Subject to clause 52.11.4, 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.

52.11.2 Provided that the Employee must retain at least four (4) weeks accrued annual leave entitlement (i.e., 152 hours or pro rata for part time Employees) in credit.

52.11.3 Annual leave cannot be cashed out in advance of it being credited to the Employee.

52.11.4 Each cashing out of a particular amount of paid annual leave (and annual leave loading) must be by a separate agreement in writing between Epworth and the Employee.

52.11.5 In lieu of receiving payment, the Employee may opt, in writing, to have the value of the accumulated annual leave paid as employer contribution to the Employee's nominated superannuation fund (subject to the maximum allowance employer contribution), in accordance with section 324 of the Act.

52.11.6 Superannuation will be payable on the payment of cashed out annual leave.

52.12 Part-time Employees – cashing out of annual leave where contracted EFT fraction has reduced

(a) A part-time Employee with an excess annual leave accrual arising as a result of a reduction in EFT fraction, may elect in accordance with this clause, to be paid for leave taken at the previous EFT fraction.

(b) A part-time Employee's entitlement to utilise this clause is subject to the following conditions:

(i) the Employee must have sufficient annual leave accrued so that, at the end of the annual leave period, and after deducting the annual leave that is cashed out, the Employee will retain at least four (4) weeks accrued annual leave (at the new EFT fraction).

(ii) the Employee elects in writing to utilise this clause, and Epworth agrees to allow the Employee to do so;

(iii) subject to meeting the other requirements of this clause, the Employee may cash out so much of their accrued annual leave, at the same time as taking annual leave, as would see the Employee receive (for the relevant period) the same rate of pay as the Employee would have received for the period of annual leave had they been at their previous EFT fraction (including annual leave loading); and

- (c) The cashing out of annual leave must comply with the requirements of sub-clause 52.11 of this Agreement.

53. PURCHASED LEAVE – 48/52 ARRANGEMENT

- 53.1** In agreement with Epworth, an Employee may request to purchase additional one (1) to four (4) weeks of leave per year. In considering this request regard must be had to the operational requirements of Epworth. Agreement will not be unreasonably withheld subject to the Employee having served 12 month's continuous service and not having an annual leave balance in excess of six (6) weeks.
- 53.2** A purchased leave arrangement is defined as meaning an arrangement under which an Employee elects to purchase an additional one (1) to four (4) weeks leave per annum, in addition to all other leave entitlements, and authorises, in writing, proportionate salary deductions in which the Employee is paid 48/52, 49/52, 50/52 or 51/52 of the weekly base rate prescribed by this Agreement for each week (based on thirty eight hours duration) during which their employment is subject to these arrangements.
- 53.3** Purchased leave will count as service for all purposes and does not attract annual leave loading.
- 53.4** Other leave entitlements will be unaffected by these arrangements. Where an Employee applies for leave pursuant to this clause Epworth shall respond to such request within four (4) weeks.
- 53.5** Purchased leave must be scheduled and utilised within the twelve-month period in which it is purchased. Purchased leave not taken during this period will automatically be reimbursed in the Employee's pay.
- 53.6** The Employee may cease the arrangement through the provision of four (4) weeks' notice to Epworth. Payroll will calculate what purchased leave has been taken against what has been accrued and the employee will be paid out any excess leave or be required to reimburse any purchased leave taken in advance.
- 53.7** Upon termination of employment, an Employee is to be paid out any outstanding Purchased Leave that has accrued but has not been taken, in addition to any other payments required to be made under this Agreement. Where the Employee's employment terminates and the amount of Purchased Leave taken exceeds the amount deducted, Epworth may deduct a sum equal to the negative balance from any remuneration payable to the Employee upon termination of employment.

54. PUBLIC HOLIDAYS

- 54.1** Subject to clause 54.2, Employees (other than casuals and Employees on unpaid leave) shall be entitled to be absent on the following public holidays or their substitutes without deduction of pay: New Year's Day, Australia Day, Labour Day Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Melbourne Cup Day, Christmas Day and Boxing Day.

- 54.2** An Employee may substitute a religious holiday for any of the holidays prescribed in sub-clause 54.1 provided that the numbers of days do not exceed that of gazetted public holidays. The Employee will then be expected to be available to work on the gazetted holiday. Where a religious holiday is substituted and the Employee works on the gazetted holiday, s/he will be paid at ordinary time. Where a religious holiday is substituted and the Employee is not required to work on the gazetted holiday, s/he will not receive payment for the gazetted holiday not worked.
- 54.3** Where an Employee is rostered to work on a public holiday and fails to do so, such Employee shall not be entitled to the public holiday penalty payment for that holiday.
- 54.4** Employees who work on a prescribed public holiday and a substituted public holiday shall only receive the public holiday penalty payment for the substituted public holiday.
- 54.5** Holidays in lieu (and the application of public holiday penalty payments for time worked) for full time and part time Employees who work Monday to Friday in wards/units (however described) that only operate on a Monday to Friday basis shall be as follows:
- (a) When Christmas Day falls on a Saturday or Sunday, the prescribed public holiday shall be observed on 27th December;
 - (b) When Boxing Day falls on a Saturday or Sunday, the prescribed public holiday shall be observed on 28th December;
 - (c) When New Year's Day falls on a Saturday or Sunday, the prescribed public holiday shall be observed on the following Monday;
 - (d) When Australia Day falls on a Saturday or Sunday, the prescribed public holiday shall be observed on the following Monday.
- 54.6** Where public holidays are declared or prescribed in Victoria on days other than those set out in sub clause 54.1 above, those days shall constitute additional holidays for the purposes of this Agreement.
- 54.7** If an Employee (other than a casual) works (excepting on recall) on any day specified in sub clause 54.1 he/she shall be:
- (a) paid for all time so worked with a minimum of four (4) hours' wages at the rate of double time and a half of the ordinary hourly rate; or
 - (b) paid for all time so worked at the ordinary hourly rate and be entitled to time off amounting to one and a half times the hours worked with a minimum of six (6) hours' time off without loss of pay. Any such time in lieu shall be taken at a time mutually convenient to Epworth and the Employee within one (1) month of the day on which the Employee worked - provided that where an Employee is entitled to a full working day off, such time may be added to the Employee's annual leave by mutual consent.
- 54.8** An Employee who is recalled to duty at the hospital and works on any day specified in sub clause 54.1 hereof shall be paid from the time of receiving the recall until the time of finishing such recall duty with a minimum of three (3) hours' payment for each such recall at the rate of double time and a half the ordinary hourly rate. The rostered off public holiday benefit, where applicable, shall not be diminished by such recall to duty.

- 54.9** Where a public holiday occurs on their rostered day off, a full-time Employee shall be entitled to receive an additional one and a half day's pay (calculated on the ordinary hourly rate) or one and a half days off at a time convenient to Epworth without loss of pay in lieu thereof. For part-time employees, this entitlement is subject to meeting the conditions outlined in sub-clauses 54.11(b) or (c).
- 54.10** In respect of Easter Saturday a full-time Employee who ordinarily works Monday to Friday and who does not work on Easter Saturday, shall be entitled to one (1) day's pay (calculated on the ordinary hourly rate) in respect of Easter Saturday or, where there is mutual consent, within four (4) weeks following the date on which such holiday occurred the Employee may take one (1) day off in lieu or have one (1) day added to their annual leave.
- 54.11** A part-time Employee shall be entitled to the:
- (a) payment at the rate specified in clause 54.7 if required to work, and works, on the public holiday; or
 - (b) the rostered off public holiday benefit in clause 54.9 if rostered off on the public holiday but has worked a minimum of fifty per cent of the appropriate day of the week over the previous six (6) months. Reports confirming the days worked will be provided by the Epworth electronic rostering system and are available to the Employee; or
 - (c) ordinarily rostered on the appropriate day of the week and not required to work by Epworth.
- 54.12** In the case that a public holiday falls during a period of annual leave, on a day that the Employee would have worked but for that annual leave, the Employee will not be taken to be on annual leave for that day and will instead be paid one (1) day's ordinary pay.

55. PERSONAL/CARER'S LEAVE

55.1 The provisions of this clause apply to full-time and part-time Employees (on a pro rata basis) but do not apply to casual Employees.

55.2 Definitions

The term immediate family member means:

- (a) Spouse (including a former spouse), a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse or partner means a person who lives with the Employee (whether the Employee and the person are of the same sex or different sexes) on a bona fide domestic basis, although not legally married to the Employee; and
- (b) Child or an adult child (including an adopted child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee or de facto spouse or partner of the Employee.

55.3 Access to Paid Personal/Carer's Leave

Paid personal/carers' leave is available to an Employee when they are absent:

- (a) due to personal illness or injury; or

- (b) for the purposes of caring for an immediate family or household member who
 - (i) is sick or injured and requires the Employee's care and support; or
 - (ii) requires care or support due to an unexpected emergency.

The amount of personal/carer's leave to which an Employee is entitled depends on how long they have worked for Epworth and accrues progressively as provided below.

55.3.1 A full time Employee is entitled to the following amount of paid personal/carer's leave, accrued progressively through the relevant year of service:

- 88 hours and 32 minutes for the first year of service.
- 106 hours and 24 minutes for each year in the second, third and fourth year of service.
- Thereafter, 159 hours and 36 minutes for each year.

The entitlement for part time Employees shall be accrued on a pro rata basis based on their ordinary hours of work.

55.4 Accrual of Personal Leave

55.4.1 The balance of personal leave entitlements which have not been taken in any year shall be cumulative from year to year.

55.5 Personal Leave to Care for an Immediate Family or Household Member

55.5.1 The entitlement to use personal leave is subject to the Employee meeting the requirements in clause 55.3(b) in relation to the care or support of the person concerned.

55.5.2 Leave may be taken for part of a single day. Each day or part of a day of carer's leave taken in accordance herewith is to be deducted from the Employee's personal leave entitlement.

55.5.3 The Employee must, if required by Epworth, establish by production of a medical certificate or statutory declaration, the illness or injury or unexpected emergency of the person concerned, the relation of the person concerned to the Employee, and that the illness or injury or unexpected emergency is such as to require care or support by another.

55.5.4 The Employee must, where practicable, provide Epworth with notice prior to the absence of the intention to take leave, the name of the person requiring care or support and their relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee must notify Epworth by telephone of such absence as soon as is reasonably practicable.

55.6 Evidence Supporting Claim

- (a) In the event of an Employee being not fit for work because of a personal illness or injury, and:
 - (i) such illness or injury being certified as such by a registered medical practitioner or a registered health practitioner acceptable to Epworth; or

- (ii) if required by Epworth, providing evidence that would satisfy a reasonable person that the leave is taken because the Employee is not fit for work because of a personal illness or personal injury affecting the Employee; or
- (iii) producing a Statutory Declaration signed by the Employee with respect to absences on not more than three (3) occasions in any one year with such occasions not exceeding one (1) working day,

he or she shall be entitled to personal leave at the ordinary hourly rate for their ordinary hours of work on the day of such absence.

- (b) Provided that any Employee may be absent through personal illness or injury for one day without furnishing evidence of such personal illness or injury as provided in sub-clause 55.6(a) above, on not more than three (3) occasions in any one (1) year of service.
- (c) Provided that an Employee shall not be entitled to the benefit in clause 55.6(b) should he/she fail to notify Epworth at least two (2) hours before their time rostered to commence duty on the first day of absence, inform Epworth of their inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence, unless the Employee if required can prove to the satisfaction of a reasonable person, that may include a statutory declaration, that he/she was unable, on account of the injury or illness, to notify Epworth as required by this clause 55.6(c).
- (d) Provided further that an Employee who is absent on personal leave on either the shift preceding a period of annual leave or public holiday or on the next rostered shift after a period of annual leave or a public holiday without providing a medical certificate, Statutory Declaration or other evidence satisfactory to Epworth within two (2) working days after their return to work shall not be entitled to be paid for that period of personal leave.

55.7 Unpaid Carer's Leave

Where an Employee has exhausted all paid personal/carer's leave entitlements, they are entitled to take unpaid personal leave to provide care or support to members of their immediate family or household who are sick and require care or support, or who require care or support due to an unexpected emergency. Epworth and the Employee shall agree on the period. In the absence of agreement, the Employee is entitled to take up to two (2) days per occasion provided the evidentiary requirements are met.

56. CASUAL EMPLOYMENT – CARER'S LEAVE AND COMPASSIONATE LEAVE

56.1.1 Subject to the evidentiary and notice requirements in this clause, casual Employees are entitled to not be available to attend work, or to leave work:

- (a) if they need to provide care or support to 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 the birth of a child; or
- (b) if a member of the Employee's immediate family or household sustains a life threatening illness or injury or dies; or

- (c) if a child is stillborn, where the child would have been a member of the Employee's immediately family or household if the child had been born alive.

56.1.2 Epworth and the casual Employee shall agree on the period for which the Employee will be entitled to not be available to attend work, or to leave work, in accordance with clause 55.1.1. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e., two (2) days) per occasion. Casual Employees are not entitled to payment in respect of an absence due to carer's leave or compassionate leave under this clause.

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

56.1.4 The evidence and notice requirements for a casual Employee accessing leave under this clause is the same as that required of a permanent Employee under clause 55 for carers leave or clause 57 for compassionate leave.

57. BEREAVEMENT / COMPASSIONATE LEAVE

57.1 An Employee, other than a casual, is entitled to four (4) days paid leave (calculated at the Employee's the ordinary hourly rate) per occasion if a member of the Employee's immediate family (as defined in sub clause 55.2) or household sustains a life threatening illness or injury or dies, or if a child is stillborn where the child would have been a member of the Employee's immediately family or household if the child had been born alive.

57.2 Subject to clause 57.4, an Employee is entitled to use accumulated personal leave as additional paid bereavement / compassionate leave up to four (4) days per occasion if a member of the Employee's immediate family or household sustains a life threatening illness or injury or dies, or if a child is stillborn where the child would have been a member of the Employee's immediately family or household if the child had been born alive.

57.3 An Employee is entitled to use unpaid leave up to four (4) days annually if a member of the Employee's immediate family or household sustains a life-threatening illness or injury or dies.

57.4 Proof of death or serious injury or illness must be provided to the satisfaction of a reasonable person, if requested.

58. LONG SERVICE LEAVE

58.1 Entitlement

58.1.1 An Employee shall be entitled to long service leave with pay, in respect of continuous service with Epworth in accordance with the provisions of this clause.

58.1.2 Subject to sub-clause 58.1.1 hereof, the amount of such entitlement shall be:

- (a) On the completion by the Employee of ten (10) years' continuous service - 17.33 weeks long service leave.
- (b) Thereafter an additional 1.73 weeks long service leave on the completion of each additional year of service.

58.1.3 Employees are entitled to access long service leave on completion of seven (7) years' continuous service i.e. - 12.13 weeks long service leave.

58.1.4 If an Employee who has completed less than 15 years' continuous service is dismissed for serious and wilful misconduct, they will not be entitled to long service leave.

58.2 Service Entitling to Leave

58.2.1 Subject to this sub-clause service shall also include all periods during which an employee was serving in the Australian Armed Forces.

58.2.2 For the purposes of this clause service shall be deemed to be continuous notwithstanding:

- (a) the taking of any annual leave or long service leave;
- (b) any absence from work of not more than fourteen days in any year on account of illness or injury, once accrued personal leave has been exhausted;
- (c) any interruption or ending of the employment by Epworth if such interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
- (d) 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 26 (Accident Pay) of this Agreement;
- (e) any leave of absence of the Employee where the absence is authorised in advance in writing by Epworth to be counted as service;
- (f) any interruption arising directly or indirectly from an industrial dispute;
- (g) 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;
- (h) any absence from work of a female Employee for a period not exceeding twenty four months in respect of any pregnancy;
- (i) any other absence of an Employee by leave of Epworth, or on account of injury arising out of or in the course of his employment not covered by paragraph (d) of this sub-clause.

58.2.3 In calculating the period of continuous service of any Employee, any interruption or absence of a kind mentioned in sub-clauses 58.2.2(a) to 58.2.2(e) shall be counted as part of the period of her/his service, but any interruption or absence of a kind mentioned in sub-clauses 58.2.2(f) to 58.2.2(i) shall not be counted as part of the period of service unless it is so authorised in writing by Epworth.

58.2.4 Epworth shall keep or cause to be kept a long service leave record for each Employee, containing particulars of service, leave taken and payments made.

58.3 Payments in lieu of Long Service Leave on the Death of an Employee

Where an Employee who has completed the requisite period of service set out in clause 58.1, dies while still in the employment of Epworth, Epworth shall pay to such Employee's personal representative a sum equal to the pay of such an Employee for one-thirtieth of the period of the Employee's continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the Employee.

58.4 Payment for period of leave

58.4.1 Payment to an Employee in respect of long service leave shall be made in one of the following ways:

- (a) in full in advance when the Employee commences her/his leave; or
- (b) at the same time as payment would have been made if the Employee had remained on duty; or
- (c) in any other way agreed between Epworth and the Employee.

58.4.2 The calculation of long service leave will be based on the hours of work averaged over the period of service entitling the Employee to leave multiplied by the Employee's current hourly rate.

58.4.3 Where the employment of an Employee is for any reason terminated (other than as per sub-clause 58.1.4) before she/he takes any long service leave to which she/he is entitled or where any long service leave accrues to an Employee pursuant to sub-clause 58.2.2 hereof the Employee shall be entitled to pay in respect of such leave as at the date of termination of employment.

58.4.4 Where an increase occurs in the ordinary hourly rate during any period of long service leave taken by the Employee, the Employee shall be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

58.4.5 If an Employee incurs a period of five (5) continuous working days or more of sick leave whilst on long service leave, then such leave will be re-credited, provided a certificate from a registered health practitioner is supplied to cover the period of illness. The period of such leave shall then be deducted from the Employee's credit of personal leave.

58.5 Taking of Leave

58.5.1 When an Employee becomes entitled to long service leave such leave shall be granted by the Epworth within six (6) months from the date of the entitlement, but the taking of such leave may be postponed to such date as is mutually agreed.

58.5.2 If there is no agreement between Epworth and the Employee about the taking of long service leave within six (6) months of the accrual date of the entitlement (being at 15 years' service and each year thereafter), Epworth may direct the Employee to take that part of their long service leave accrued beyond 15 years, provided that Epworth provides the Employee with at least three (3) months' notice in writing of such direction.

58.5.3 Any long service leave shall be inclusive of any public holiday occurring during the period when the leave is taken.

58.5.4 If Epworth and the Employee so agree, long service leave to which an Employee becomes entitled under this Agreement may be taken in separate weekly periods, provided that one (1) week is the minimum period of leave that can be taken.

58.5.5 The Employee has the choice of taking long service leave normally or at half pay for a period equal to twice the period to which he/ she would otherwise be entitled, or half the period at double the pay.

- (a) Where the Employee is considering making such a request, Epworth recommends that the Employee seek independent financial advice as to the relevant taxation implications, if any, prior to making such a request.
- (b) Epworth will provide to the Employee in writing an indication of the payment and the tax payable as a result of the Employee choosing double the leave at half pay prior to the request by the Employee being finalised.

58.6 Definitions

For the purpose of this clause the following definitions apply:

"Pay" means remuneration for an Employee's average normal weekly hours of work (over the total service period) calculated at the Employee's ordinary hourly rate provided in Schedule B hereof at the time the leave is taken (inclusive of any over Agreement rate payments for ordinary hours of work) or (if she/he dies before the completion of leave so taken) as at the time of their death, and shall include the amount of any increase to the Employee's ordinary hourly rate which occurred during the period of leave as from the date such increase operates.

"Month" shall mean a Calendar Month.

59. PARENTAL LEAVE

59.1.1 Employees are entitled to parental leave in accordance with the provisions of the Act and the provisions of this clause.

59.2 Definitions

For the purposes of this clause:

Child means:

- (a) in relation to birth-related leave, a child (or children from a multiple birth) of the Eligible Employee or the Eligible Employee's Spouse; or
- (b) in relation to adoption-related leave, a child (or children) under 16 (as at the day of placement or expected day of placement) who is placed or who is to be placed with the Eligible Employee for the purposes of adoption, other than a child or step-child of the Eligible Employee or of the Spouse of the Eligible Employee or a child who has previously lived continuously with the Eligible Employee for a period of six months or more (**Adopted Child**).

Continuous Service is as defined in section 22 of the Act.

Eligible Employee for the purposes of this clause means an Employee who has at least 12 months' Continuous Service immediately before the date of birth / expected date of birth of the Child, or the day of placement / expected day of placement of the Child, or an Eligible Casual Employee as defined below.

Eligible Casual Employee means a casual Employee:

- (a) employed by Epworth on a regular and systematic basis for several periods of employment, or on a regular and systematic basis for an ongoing period of employment, during a period of at least 12 months; and

- (b) who has, but for the birth or unexpected birth or the decision to adopt, a reasonable expectation of ongoing employment and excludes a contractor engaged through an agency.

Employee Couple has the same meaning as under the Act. For the avoidance of doubt, employee couple includes a couple where only one partner is employed by Epworth

Long Parental Leave means the 52 weeks' parental leave an Eligible Employee may take under sub-clause 59.3. A person taking Long Parental Leave under sub-clause 59.3 is the Primary Carer for this period for the purpose of this clause.

Primary Carer means the person who has responsibility for the care of the Child. Only one (1) person can be the Child's Primary Carer on a particular day.

Short Parental Leave means the up to eight (8) weeks' concurrent parental leave an Eligible Employee who will not be the Primary Carer of a Child may take under sub-clause 59.4 (Short Parental Leave – Unpaid).

Spouse includes a person to whom the Eligible Employee is married and a de facto partner of the Employee or a former spouse or former de facto. A de facto Spouse means a person who lives with the Employee as husband, wife or same-sex partner on a bona fide domestic basis. Spouse does not include former spouse or former de facto in relation to the adoption of a child, as defined.

59.3 Long Parental Leave – Unpaid

59.3.1 An Eligible Employee is entitled to twelve (12) months' unpaid Long Parental Leave if:

- (a) the leave is associated with:
 - (i) the birth of a Child of the Eligible Employee or the Eligible Employee's Spouse; or
 - (ii) the placement of a Child with the Eligible Employee for adoption; and
- (b) the Eligible Employee is the Primary Carer.

59.3.2 The Eligible Employee must take the leave (other than flexible unpaid parental leave as prescribed in the Act) in a single continuous period.

59.3.3 Where an Eligible Employee is a member of an Employee Couple, except as provided at sub-clause 59.4 (Short Parental Leave – Unpaid), parental leave must be taken by only one (1) parent of an Employee Couple at a time in a single continuous period (subject to any exceptions prescribed in the Act).

59.3.4 Each member of an Employee Couple may take a separate period of up to 12 months of Long Parental Leave. The period of Long Parental Leave will be reduced by any period of Short Parental Leave taken by the Eligible Employee.

59.3.5 An Eligible Employee may be able to extend a period of unpaid parental leave in accordance with sub-clause 59.12 (Variation to extend period of unpaid parental leave).

59.4 Short Parental Leave – Unpaid

59.4.1 This clause applies to an Eligible Employee who is a member of an Employee Couple.

59.4.2 An Eligible Employee who will not be the Primary Carer of a Child may take up to eight (8) weeks' leave concurrently with any parental leave taken by the parent in the Employee Couple who will be the Primary Carer. Short Parental Leave may be taken in separate periods but, unless Epworth agrees, each period must not be shorter than two (2) weeks.

59.4.3 The period of Short Parental Leave will be deducted from the period of Long Parental Leave to which the Eligible Employee is entitled under sub-clause 59.3 (if applicable).

59.5 Paid Parental Leave

59.5.1 An eligible Employee (excluding an Eligible Casual Employee as defined) commencing parental leave shall be entitled to paid parental leave on the following basis:

(a) A Primary Carer taking Long Parental leave will be entitled to ten (10) weeks paid parental leave, provided that the Long Parental Leave is taken contemporaneously with the birth or placement of the Child; and

(b) A non-Primary Carer taking Short Parental Leave will be entitled to three (3) weeks paid parental leave,

save that an Eligible Employee is not entitled to both paid Long Parental Leave and paid Short Parental Leave in respect of the same birth or adoption event.

59.5.2 The Epworth paid parental leave entitlement will attract payment by Epworth of the superannuation guarantee.

59.5.3 This paid leave entitlement shall be in addition to any paid leave entitlement that is available under any relevant Commonwealth Government's Paid Parental Scheme.

59.5.4 An Employee who does not satisfy the qualifying service requirement for the paid components of leave, or an Employee who is an Eligible Casual Employee, shall be entitled to leave without pay for a period not exceeding 52 weeks.

59.5.5 Epworth may allow an Employee who is entitled to paid parental leave to take that leave at half pay for a period equal to twice the period to which the Employee would otherwise be entitled, subject to the total amount of leave taken not exceeding 52 weeks.

59.6 Notice and evidence requirements

59.6.1 An Employee must give at least ten (10) weeks written notice of the intention to take parental leave, including the proposed start and end dates. At this time, the Employee must also provide a statutory declaration stating:

(a) that the Employee will become either the Primary Carer or non-Primary Carer of the Child, as appropriate;

(b) the particulars of any parental leave taken or proposed to be taken or applied for by the Employee's Spouse; and

(c) that for the period of parental leave the Employee will not engage in any conduct inconsistent with their contract of employment.

59.6.2 At least four (4) weeks before the intended commencement of parental leave, the Employee must confirm in writing the intended start and end dates of the parental leave or advise Epworth of any changes to the notice provided in sub-clause 59.6.1, unless it is not practicable to do so.

59.6.3 Epworth may require the Employee to provide evidence which would satisfy a reasonable person of:

- (a) in the case of birth-related leave, the date of birth of the Child (including without limitation, a medical certificate or certificate from a registered midwife, stating the date of birth or expected date of birth); or
- (b) in the case of adoption-related leave, the commencement of the placement (or expected day of placement) of the Child and that the Child will be under 16 years of age as at the day of placement or expected day of placement.

59.6.4 An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by the birth of the Child or placement occurring earlier than the expected date or in other compelling circumstances. In these circumstances the notice and evidence requirements of this clause should be provided by the Employee as soon as reasonably practicable.

59.7 Parental leave associated with the birth of a Child – additional provisions

59.7.1 Subject to the limits on duration of parental leave set out in this Agreement and unless agreed otherwise between Epworth and the Eligible Employee, an Eligible Employee who is pregnant may commence Long Parental Leave at any time up to six (6) weeks immediately prior to the expected date of birth of the Child.

59.7.2 Six weeks before the birth

- (a) Where a pregnant Eligible Employee continues to work during the six (6) week period immediately prior to the expected date of birth of the Child, Epworth may require the Eligible Employee to provide a medical certificate stating that the pregnant Eligible Employee is fit for work and, if so, whether it is inadvisable for that Eligible Employee to continue in their present position because of illness or risks arising out of the Eligible Employee's pregnancy or hazards connected with the position.
- (b) Where a request is made under sub-clause (a) and an Eligible Employee:
 - (i) does not provide Epworth with the requested certificate within seven (7) days after the request; or
 - (ii) within seven (7) days after the request, the Eligible Employee gives Epworth a medical certificate stating that the Eligible Employee is not fit for work,

Epworth may require the Eligible Employee to commence their parental leave as soon as practicable.

- (c) Where a request is made under sub-clause (a) and an Eligible Employee provides a medical certificate that states that the Eligible Employee is fit for work but it is inadvisable for the Eligible Employee to continue in her present position during a stated period, and the Eligible Employee has complied with the notice and evidence requirements in sub-clause 59.6, sub-clause 59.14 (Transfer to a safe job) will apply.

59.8 Unpaid pre-adoption leave

An Employee seeking to adopt a Child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employee and Epworth should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two (2) days unpaid leave. Where paid leave is available to the Employee, Epworth may require the Employee to take such leave instead.

59.9 Where placement does not proceed or continue

59.9.1 Where the placement of the Child for adoption with an Eligible Employee does not proceed or continue, the Eligible Employee must notify Epworth immediately.

59.9.2 Where the Eligible Employee had, at the time, started a period of adoption-related leave in relation to the placement, the Eligible Employee's entitlement to adoption-related leave is not affected, except where Epworth gives written notice under sub-clause 59.9.3.

59.9.3 Epworth may give the Eligible Employee written notice that, from a stated day no earlier than four (4) weeks after the day the notice is given, any untaken Long Parental Leave is cancelled with effect from that day.

59.9.4 Where the Eligible Employee wishes to return to work due to a placement not proceeding or continuing, Epworth must nominate a time not exceeding four (4) weeks from receipt of notification for the Eligible Employee's return to work.

59.10 Unpaid Special Maternity Leave

59.10.1 Entitlement to unpaid special birth-related leave

(a) A female Employee who is an Eligible Employee is entitled to a period of unpaid special maternity leave if she is not fit for work during that period because:

- (i) she has a pregnancy-related illness; or
- (ii) she has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.

(b) An Employee may take any paid personal leave to which they are entitled is entitled in lieu of, or in addition to, special maternity leave.

(c) Where leave is granted under sub-clause (a), to unpaid special maternity leave, during the period of leave an Employee may return to work at any time, as agreed between Epworth and the Employee provided that time does not exceed four (4) weeks from the recommencement date desired by the Employee.

59.11 Pregnancy ends (other than by birth of a living child) or child born alive dies

59.11.1 Epworth acknowledges the distress an Employee may experience in the event a pregnancy ends other than by the birth of a living child, or the child born alive dies.

59.11.2 This circumstance will be managed by Epworth in accordance with section 77A of the Act and Epworth will endeavour to support and accommodate the reasonable requests of an Employee in relation to unpaid parental leave.

59.11.3 An Employee eligible (other than an Eligible Casual Employee) for Long Parental Leave who gives birth to a still born child after twenty (20) or more weeks gestation or the child born alive dies will be entitled to Epworth's paid Parental Leave.

59.12 Variation to Extend or Reduce the Period of Unpaid Parental Leave

In accordance with sections 75, 76 and 77 of the Act an Eligible Employee may apply to Epworth to extend or reduce the period of unpaid parental leave. Any such request for an extension or reduction must be made in writing at least four (4) weeks prior to the commencement of the proposed extension or reduction.

59.13 Parental Leave and Other Entitlements

An Eligible Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or longer period as agreed under sub-clause 59.12 of this Agreement.

59.14 Transfer to a safe job

Where an Employee is pregnant and provides evidence that would satisfy a reasonable person that she is fit for work but it is inadvisable for the Employee to continue in her present position for a stated period (the **risk period**) because of:

- (a) illness or risks arising out of the pregnancy, or
- (b) hazards connected with the position,

the Employee must be transferred to an appropriate safe job if one is available for the risk period, with no other change to the Employee's terms and conditions of employment.

59.15 Paid no safe job leave

59.15.1 If:

- (a) sub-clause 59.14 applies to a pregnant Eligible Employee but there is no appropriate safe job available;
- (b) the Eligible Employee is entitled to Long Parental Leave; and
- (c) the Eligible Employee has complied with the notice of intended start and end dates of leave and evidence requirements under sub-clause 59.6 for taking Long Parental Leave,

then the Eligible Employee is entitled to paid no safe job leave for the risk period.

59.15.2 If the Eligible Employee takes paid no safe job leave for the risk period, Epworth must pay the Eligible Employee at the Eligible Employee's ordinary hourly rate of pay (as defined in clause 10) for the Eligible Employee's ordinary hours of work.

59.15.3 This entitlement to paid no safe job leave is in addition to any other leave entitlement the Eligible Employee may have.

59.15.4 If an Eligible Employee, during the six (6) week period before the expected date of birth of the Child, is on paid no safe job leave, Epworth may request that the Eligible Employee provide a medical certificate within seven (7) days stating whether the Eligible Employee is fit for work.

59.15.4 If, the Eligible Employee has either:

- (a) not complied with the request from Epworth under sub-clause 0 above; or
- (b) provided a medical certificate stating that she is not fit for work,

then the Eligible Employee is not entitled to no safe job leave and Epworth may require the Eligible Employee to take parental leave as soon as practicable.

59.16 Unpaid no safe job leave

If:

- (a) sub-clause 59.14 applies to a pregnant Employee but there is no appropriate safe job available;
- (b) the Employee is not entitled to Long Parental Leave as the expected date of birth; and
- (c) the Employee has given Epworth evidence that would satisfy a reasonable person of the pregnancy if required by Epworth (which may include a requirement to provide a medical certificate),

the Employee is entitled to unpaid no safe job leave for the risk period.

59.17 Returning to Work After a Period of Parental Leave

59.17.1 An Eligible Employee will notify of their intention to return to work after a period of Long Parental Leave at least four (4) weeks prior to the expiration of the leave.

59.17.2 An Eligible Employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an Eligible Employee transferred to a safe job pursuant to sub-clause 59.14, the Eligible Employee will be entitled to return to the position they held immediately before such transfer.

59.17.3 Where such position no longer exists but there are other positions available which the Eligible Employee is qualified for and is capable of performing, the Eligible Employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

59.17.4 Epworth must not fail to re-engage a casual Employee because:

- (a) the Employee or Employee's spouse is pregnant; or
- (b) the Employee is or has been immediately absent on parental leave.

59.17.5 The rights of Epworth in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

59.18 Replacement Employees

59.18.1 A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Eligible Employee proceeding on parental leave.

59.18.2 In accordance with clause 84A of the Act before Epworth engages a replacement Employee Epworth must inform that person of the temporary nature of the employment and of the rights of the Eligible Employee who is being replaced.

59.19 Communication during Parental Leave

59.19.1 Where an Eligible Employee is on parental leave (other than flexible unpaid parental leave) and a definite decision has been made to introduce a major change within the meaning of clause 15 Consultation Regarding Change at the workplace, Epworth shall take reasonable steps to:

- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
- (b) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.

59.19.2 The Employee shall take reasonable steps to inform Epworth about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.

59.19.3 The Employee shall also notify Epworth of changes of address or other contact details which might affect Epworth's capacity to meet their communication obligations under this clause 59.19.

59.20 Support for Breastfeeding

59.20.1 Subject to operational requirements, Epworth will provide one (1) paid break per shift of up to 30 minutes for an Employee to express breast milk for their nursing child for one (1) year after the child's birth. Epworth will endeavour to provide wherever practicable a comfortable place, other than a bathroom, which may be used by an Employee to express breast milk or breastfeed a child in privacy.

59.20.2 Epworth will provide access to refrigeration for the storage of breast milk. Responsibility for labelling, storage and use is with the Employee.

59.21 Keeping in touch days

59.21.1 This clause does not prevent an Eligible Employee from performing work for Epworth on a keeping in touch day while the Eligible Employee is taking Long Parental Leave. If the Eligible Employee does so, the performance of that work does not break the continuity of the period of Long Parental Leave.

59.21.2 Any day or part of a day on which the Eligible Employee performs work for Epworth during the period of leave is a "keeping in touch day" if:

- (a) the purpose of performing the work is to enable the Eligible Employee to keep in touch with their employment in order to facilitate a return to that employment after the end of the period of leave;
- (b) both the Eligible Employee and Employer consent to the Eligible Employee performing work for Epworth on that day; and
- (c) the day is not within:
 - (i) if the Eligible Employee suggested or requested that they perform work for Epworth on that day - 14 days after the date of birth, or day of placement, of the Child to which the period of leave relates; or

- (ii) otherwise - 42 days after the date of birth, or day of placement, of the Child; and
- (d) the Eligible Employee has not already performed work for Epworth or another entity on ten (10) days during the period of leave that were keeping in touch days, subject to 59.21.4 below.

59.21.3 Epworth must not exert undue influence or undue pressure on an Eligible Employee to consent to a keeping in touch day.

59.21.4 For the purposes of sub-clause (d), the following will be treated as two (2) separate periods of unpaid parental leave (meaning that an Eligible Employee can work up to ten (10) keeping in touch days during each period of leave):

- (a) a period of Long Parental Leave taken during the Eligible Employee's available parental leave period under sub-clause 59.3 (Long Parental Leave – Unpaid); and
- (b) an extension of the period of Long Parental Leave under sub-clause 59.12 (Variation to Extend Period of Unpaid Parental Leave).

60. FAMILY AND DOMESTIC VIOLENCE LEAVE

60.1 This clause applies to all Employees, including casuals.

60.2 Definitions

In this clause:

- (a) **family and domestic violence** means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.
- (b) **family member** means:
 - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
 - (iii) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.
 - (iv) A reference to a spouse or de facto partner in the definition of family member above includes a former spouse or de facto partner.

60.3 Entitlement to leave

60.3.1 A full-time and part-time Employee is entitled to ten (10) days' paid leave and five (5) days' unpaid leave (ten (10) days' unpaid leave for casual Employees) to deal with family and domestic violence, as follows:

- (a) the leave is available in full at the start of each 12-month period of the Employee's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to part-time and casual Employees.

60.3.2 A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and Epworth.

60.4 Taking leave to deal with family and domestic violence

60.4.1 An Employee may take leave to deal with family and domestic violence if the Employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.

60.4.2 The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

60.5 Service and continuity

The time an Employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the Employee's continuity of service. Paid leave will count as service.

60.6 Notice and evidence requirements

60.6.1 Notice

An Employee must give Epworth notice of the taking of leave by the Employee under this clause. The notice:

- (a) must be given to Epworth as soon as practicable (which may be a time after the leave has started); and
- (b) must advise Epworth of the period, or expected period, of the leave.

60.6.2 Evidence

- (a) An Employee who has given Epworth notice of the taking of leave under this clause must, if required by Epworth, give Epworth evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 60.4.
- (b) Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

60.7 Confidentiality

60.7.1 Epworth must take steps to ensure information concerning any notice an Employee has given, or evidence an employee has provided under clause 60.6, is treated confidentially, as far as it is reasonably practicable to do so.

60.7.2 Nothing in clause 60 prevents Epworth from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

60.7.3 Epworth acknowledges that information concerning an Employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. Epworth and the Employee may consult about the handling of sensitive information.

60.8 Compliance

An Employee is not entitled to take leave under clause 60 unless the Employee complies with clause 60.

61. EMERGENCY SERVICES LEAVE

Community Service arrangements will be in accordance with Epworth's "Community Service Policy", as amended from time to time. This policy which is not incorporated into this Agreement facilitates an Employee who is a member of a voluntary emergency relief organisation such as the Country Fire Authority, Red Cross, St John Ambulance and the State Emergency Service to be released from normal duty to assist in regard to a critical incident where a local emergency situation arises that requires the attendance of the Employee. The aforementioned leave entitlement is in addition to the unpaid community services leave set out in the NES.

62. JURY SERVICE

An Employee, other than a casual Employee, required to attend jury service during ordinary working hours shall be reimbursed by Epworth. The amount reimbursed shall equal the difference between the amount paid for attending jury service and the amount the Employee could reasonably have expected to have received as earnings had they not been undertaking jury service. An Employee shall notify Epworth as soon as possible of the date on which he or she is required to attend for jury service.

Further the Employee shall provide Epworth with written proof of his or her attendance at the court, the duration of attendance and the amount received for jury service.

63. BLOOD DONORS LEAVE

Upon request by a permanent Employee, Epworth shall release Employees without loss of remuneration to donate blood or blood products where a collection unit is on site or by arrangement at local level.

64. PROFESSIONAL DEVELOPMENT LEAVE

64.1 Professional Development and Study Leave will reflect the current requirements of the relevant profession. Epworth acknowledges that the aim of professional development is to promote the maintenance and improvement of quality allied health services offered by Employees in a manner which demonstrates accountability to themselves, clients, professional colleagues and the community. Epworth and its Employees accept responsibility to ensure that Employees are equipped with the desired mix of skills, qualifications and experience.

64.2 Epworth is committed to the provision of a supportive workplace environment and will consider contribution/support to the costs associated with attending professional development activities, when reasonable requests are made in accordance with Epworth policy.

- 64.3** Where an Employee is required by Epworth to undertake a course of study or professional development, the Employee shall be entitled to attend classes, seminars etc on full pay, and all costs will be met by Epworth. It is an expectation of any Employee attending conferences/seminars, at Epworth's expense, that the Employee undertakes to share knowledge and information gained with their colleagues.

Assessment Leave

- 64.4** Subject to clause 64.5, full-time Employees shall be entitled to 38 hours paid leave each year or pro-rata for eligible part time Employees, to undertake or prepare for examinations in a course of study relevant to their work in the health care field. Examination leave entitlements shall not accumulate from year to year. Entitlement to leave shall be available to full-time Employees and part-time Employees (who work at least an average of 48 hours per fortnight).
- 64.5** Entitlement shall be subject to an Employee having 12 months service before taking of examination leave and providing four (4) weeks' notice on the appropriate form. Entitlement to examination leave shall be granted for studies relevant to employment at Epworth and would normally be undertaken in a Tertiary Institution. Entitlement shall be taken at a mutually agreed time.

Study Leave

- 64.6** Employees may be granted time off for approved studies on a full time or part time basis. Employees, on an annual basis, may apply for four (4) hours study leave for 26 weeks (pro-rata for part-time employees) duration for approved study. Approval for any leave granted will have regard to the equity of access across professions.

Conference Leave

- 64.7** Permanent full time Employees are entitled to five (5) days leave to attend conferences/seminars which must be taken within the financial year (pro rata for part time Employees). This entitlement does not accrue from year to year. Employees must apply for leave to attend conferences in accordance with Epworth policy (which is not incorporated into this Agreement) and approval will be subject to there being sufficient staff available in the profession to work / cover the absence when applications are reviewed.

65. PROFESSIONAL DEVELOPMENT REIMBURSEMENT

- 65.1** This clause does not apply to casual Employees.
- 65.2** Epworth remains committed to the continued provision of funding for post graduate programs of study, scholarships and other education activities in support of our dietitians, psychologists and medical scientists.
- 65.3** Epworth will, subject to the presentation of evidence reimburse dietitians, psychologists and medical scientists up to \$500 per annum for their completion or attendance at professional development activities.
- 65.4** Part-time Employees will be eligible to claim a pro rata amount based on normal hours of work at the time of payment of the allowance.

65.5 Eligibility for the reimbursement is on the basis that it is to be fully expended on professional development and education expenses in each year. That is, it does not accrue from year to year.

65.6 The reimbursement is to facilitate access by dietitians, psychologists and medical scientists to courses, conferences and seminars which will result in the development of skills and knowledge but is in addition to any other entitlement under this clause.

66. CAREER BREAK LEAVE

66.1 After a five (5) year qualifying period a permanent Employee may apply for and take, with Epworth's consent, period of up to 12 months unpaid leave for the purpose of Sabbatical / Career Break leave.

66.2 Such absence will not break the continuity of service but will not count towards accrual of any leave or other entitlements under this Agreement.

66.3 Absence on such leave will not be counted as service towards reclassification of Grade.

66.4 Provided further that any leave entitlements shall be taken prior to Career Break leave.

67. CULTURAL AND CEREMONIAL LEAVE

67.1 At Epworth's discretion, Epworth may approve attendance during working hours by an Employee of Aboriginal or Torres Strait Islander descent at any Aboriginal community meetings (excluding Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur). Leave is limited to up to three (3) days unpaid leave in any one (1) calendar year.

67.2 An Employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for ceremonial purposes will be entitled to up to ten (10) days unpaid leave in any one (1) calendar year, with the approval of Epworth.

67.3 Ceremonial leave granted under this clause is in addition to compassionate leave granted under this Agreement.

67.4 Prior to granting the granting of any unpaid leave under this clause, the Employee will provide evidence to Epworth that will satisfy a reasonable person and the evidence should relate to the nature of the activities, the duration of the activities and the Employee's connection to these cultural activities.

68. REPRESENTATIVE LEAVE

68.1 Leave to attend trade union and union delegate courses / seminars for one (1) Employee per profession per annum shall be as follows:

- (a) to a maximum of five (5) days per year (1 January to 31 December) for applications of paid trade union, union delegate training leave, attendance at association conferences, meetings and courses provided that:
 - (i) Four (4) weeks' notice is provided to Epworth;
 - (ii) The approval of leave must have regard to the operational requirements of Epworth;

(iii) This leave shall be paid at the ordinary hourly rate.

68.2 Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement

68.3 Epworth may, on application grant leave without pay to an Employee for the purpose of secondment to work for the Union subject to Epworth's reasonable operational requirements. Secondment will be on the proviso that:

- (a) Only one Employee will be considered for secondment at any one time unless further mutually agreed;
- (b) The seconded Employee will not be allocated or assigned Union work at Epworth during the secondment period;
- (c) The secondment period will be for a maximum period of 12 months unless otherwise mutually agreed.

SIGNED for and on behalf of Epworth by its authorised representative:

Signature



Name and Title/Authority (print)

Dr Lachlan Henderson, Group Chief Executive

Date

15 December 2021

Address

89 Bridge Road

Richmond VIC 3121

SIGNED for and on behalf of Health Services Union (Victoria No. 4 Branch) by its authorised representative:



Signature

Name and Title/Authority (print)

Paul Elliott

Branch Secretary

Date 20 December 2021

Address Level 1, 62 Lygon Street, Carlton South Victoria

SCHEDULE A – CLASSIFICATION STRUCTURE

CLASSIFICATIONS - SCIENTISTS

Scientist - Grade 1

A scientist who, under the direction of more senior scientific staff, undertakes laboratory or scientific work.

Scientist - Grade 2

A scientist who:

- has at least six (6) years' experience, and who through exhibiting excellence in their professional skills and/or is required to apply a level of performance worthy of additional remuneration; or
- is engaged on specialised scientific work or work of a research or developmental nature which is not under the direct supervision of more senior scientific staff.

Scientist - Grade 3

A scientist, who has more than ten (10) years' experience and who possesses specific scientific knowledge and who provides clinical leadership at a single site but does not have budget/resourcing accountabilities for a cost centre.

Scientist - Grade 4A

A person appointed as such with at least ten (10) years' post graduate experience, who holds significant educational, administrative, clinical and/or research responsibilities at Epworth and which requires extensive specialised knowledge and performance.

In addition to the responsibilities of a Grade 3, the Grade 4A position includes mentoring, supervision and training (of Grades 1, and/or 2, and/or 3) and for providing clinical leadership in an area(s) of professional practice.

Other responsibilities would include management of clinical teaching, quality assurance programs or research programs within Epworth including the active promotion of Epworth's aspirations to be a centre of excellence in research and leads the department / multidisciplinary team accordingly.

In addition to satisfying the requirements of a Grade 3, a Grade 4A shall satisfy one or more of the following criteria:

(a) Clinical Practice

- as a recognised expert in an area(s) of professional practice, provides specialised clinical services to patients within their area(s) of clinical expertise; and
- has higher academic achievements. One element which will be considered is the attainment of a higher qualification: and
- demonstrates highly developed leadership skills, extensive postgraduate, professional experience and recognised professional specialisation, and/or a management qualification with significant professional leadership experience; and/or
- clinical leadership responsibilities for a service or program but does not have budget /resourcing accountabilities for a cost centre.

(b) Teaching and Education

Indicative duties/responsibilities include:

- managing the clinical teaching program of a department or a profession at Epworth. May have an honorary academic appointment;
- provision of specialist education programs;
- directing, coordinating and providing academic supervision of undergraduate and/or post graduate students;
- administering and managing relationships with universities and other education providers; and/or
- managing the Allied Health clinical teaching and/or training program; and
- has higher academic achievements, one element which will be considered is the attainment of a higher qualification.

(c) Research

Indicative duties/responsibilities include:

- managing the department's research program;
- directing and coordinating research and clinical trials;
- being the primary initiator of funding applications;
- publishing in their clinical speciality; and
- leading and driving the research agenda and capability in the department or service.

Scientist - Grade 4B - Head of Discipline

A person appointed to the position of Grade 4B – Head of Discipline will have least ten (10) years post graduate experience, is a recognised leader in the profession and works in an area(s) that require high levels of specialist knowledge as recognised by Epworth.

Indicative duties/responsibilities include:

- Providing professional expertise and advice internal and external to the organisation on key issues including service development;
- Providing leadership and management of staff, including recruitment, development and appraisals across multiple sites/services;
- Responsibilities for service provision, service planning and policy;
- Having budget responsibilities across multiple sites/services; and
- Responsibility for coordinating quality projects and risk management activities.

CLASSIFICATIONS — DIETITIANS

Dietitian - Grade 1

A dietitian who, under the routine direction and supervision of a more experienced dietitian, performs dietetics work.

Provided that a qualified dietitian who:

- first commences at Epworth shall commence at the rate of dietitian Grade 1, third year of experience;
- holds a B. Sc (Hons) shall commence at the rate of a dietitian Grade 1, fourth year of experience;
- holds a Masters Degree shall commence at the rate of dietitian Grade 1, fifth year of experience, but shall not be entitled to higher qualification payments for a period of two years.

Dietitian - Grade 2

A dietitian who:

- independently supervises dietetic students; or
- who is required to possess special knowledge or depth of experience and clinical nutrition, nutrition education, health promotion, nutritional support or rehabilitation; or
- is a sole dietitian working independently.

Dietitian - Grade 3

A dietitian who:

- is a senior clinician: a dietitian with at least seven years' experience and who possesses specific knowledge in a branch of nutrition or dietetics and is working in an area of Epworth which requires high levels of specialist knowledge; or
- provides clinical leadership at a of a team or stream of care but does not have budget /resourcing accountabilities for a cost centre.

Dietitian - Grade 4A

A person appointed as such with at least ten (10) years' post graduate experience, who holds significant educational, administrative, clinical and/or research responsibilities at Epworth and which requires extensive specialised knowledge and performance.

In addition to the responsibilities of a grade 3, the grade 4A position includes mentoring, supervision and training (of Grades 1, &/or 2, &/or 3) and for providing clinical leadership in an area(s) of professional practice.

Other responsibilities would include management of clinical teaching, quality assurance programs or research programs within Epworth including the active promotion of Epworth's aspirations to be a centre of excellence in research and leads the department/multidisciplinary team accordingly.

In addition to satisfying the requirements of a Grade 3, a Grade 4A shall satisfy one or more of the following criteria:

(a) Clinical Practice

- as a recognised expert in an area(s) of professional practice, provides specialised clinical services to patients within their area(s) of clinical expertise; and
- has higher academic achievements. One element which will be considered is the attainment of a higher qualification; and
- demonstrates highly developed leadership skills, extensive postgraduate, professional experience and recognised professional specialisation, and/or a management qualification with significant professional leadership experience; and/or
- clinical leadership responsibilities for a service or program but does not have budget /resourcing accountabilities for a cost centre.

(b) Teaching and Education

Indicative duties/responsibilities include:

- managing the clinical teaching program of a department or a profession at Epworth and may have an honorary academic appointment;
- provision of specialist education programs;
- directing, coordinating and providing academic supervision of undergraduate and/or post graduate students;
- administering and managing relationships with universities and other education providers; and/or
- managing the Allied Health clinical teaching and/or training program;
- has higher academic achievements, one element which will be considered is the attainment of a higher qualification.

(c) Research

Indicative duties/responsibilities include:

- managing the department's research program;
- directing and coordinating research and clinical trials;
- being the primary initiator of funding applications;
- publishing in their clinical speciality; and
- leading and driving the research agenda and capability in the department or service.

Dietitian - Grade 4B – Head of Discipline

A person appointed to the position of Grade 4B – Head of Discipline will have least ten (10) years post graduate experience, is a recognised leader in the profession and works in an area(s) that require high levels of specialist knowledge as recognised by Epworth.

Indicative duties/responsibilities include:

- Providing professional expertise and advice internal and external to the organisation on key issues including service development;
- Providing leadership and management of staff, including recruitment, development and appraisals across multiple sites/services;
- Responsibilities for service provision, service planning and policy
- Having budget responsibilities across multiple sites/services; and
- Responsibility for coordinating quality projects and risk management activities.

CLASSIFICATIONS PSYCHOLOGISTS

Provisional Psychologist – Grade 1

Is a provisional psychologist undertaking an accredited higher course work degree pathway who is practicing outside university placements on Psychology Board Australia approval.

A person undertaking a Masters or Doctorate in Psychology and is registered as a provisional psychologist with the Psychology Board of Australia (PBA).

Psychologist – Grade 2

Is a person who is registered as a Psychologist with the PBA, engaged in psychological practice, complying with the code of ethics and legal requirements of the psychology profession. Positions at this level are entry level psychologist positions.

A Psychologist Grade 2 shall be provided with regular supervision by a Psychologist at Grade 3 or above.

For the purposes of gaining specialist endorsement from the PBA, a Psychologist Grade 2 who holds a higher degree in clinical psychology or clinical neuropsychology shall be provided with supervision from a Psychologist Grade 3 or above that meets the requirements of the PBA.

A Psychologist Grade 2 does not provide supervision to other Psychologists including Provisionally Registered Psychologists and/or post-graduate students on placement. Where Masters or Doctoral students are on observational placement, they may observe the practice of a Psychologist Grade 2.

Psychologist Clinical Supervisor

This classification will be paid in accordance with the rates set out in Schedule B. This classification is available to full and part-time Psychologists currently classified within Grade 2 of this Agreement.

Is a Psychologist who meets the criteria for clinical expertise set by the unit in which they practice and who is qualified to provide supervision for post graduate psychology students on placement with Epworth.

The Psychologist Clinical Supervisor status is a classification and not a position.

Epworth Criteria

Eligibility for Reclassification

Currently employed as a Grade 2 psychologist plus:

- (a) A minimum of three (3) years' experience as a psychologist;
- (b) Employed by Epworth for a period of more than twelve months;
- (c) Holds registration as a supervisor from the Psychology Board of Australia
- (d) There are students to supervise.

A Psychologist Clinical Supervisor will be involved in significant aspects of student administration, such as performance appraisal, recruitment, program and policy development.

Psychologist – Grade 3

Is a person who is registered as a Psychologist with the PBA with a minimum of five (5) years professional experience as a Psychologist Grade 2 (or equivalent), complies with the code of ethics and legal requirements of the psychology profession.

May supervise Masters or Doctoral students with provisional registration who are on placement with Epworth and/or Grade 2 psychologists.

A Grade 3 psychologist required to supervise students will hold registration as a supervisor from the Psychology Board of Australia

Is engaged on psychological work requiring advanced knowledge and skills. Indicators of advanced knowledge and skills include having responsibility for complex clinical cases, providing secondary consultation; and responsibility for the supervision of other psychologists.

At this level the psychologist will contribute significantly to the evaluation and analysis of guidelines, policies and procedures applicable to their clinical/professional work as well as administration, performance appraisal, recruitment and program/service development.

A Psychologist Grade 3 shall be provided with regular supervision by a Psychologist Grade 4 or above.

Psychologist - Grade 4A

A person appointed as such with at least ten (10) years' post graduate experience, who holds significant educational, administrative, clinical and/or research responsibilities at Epworth and which requires extensive specialised knowledge and performance.

In addition to the responsibilities of a grade 3, the grade 4A position includes mentoring, supervision and training (of Grades 1, &/or 2, &/or 3) and for providing clinical leadership in an area(s) of professional practice.

Other responsibilities would include management of clinical teaching, quality assurance programs or research programs within Epworth including the active promotion of Epworth's aspirations to be a centre of excellence in research and leads the department/multidisciplinary team accordingly.

In addition to satisfying the requirements of a Grade 3, a Grade 4a shall satisfy one or more of the following criteria:

(a) Clinical Practice

- as a recognised expert in an area(s) of professional practice, provides specialised clinical services to patients within their area(s) of clinical expertise; and
- has higher academic achievements, one element which will be considered is the attainment of a higher qualification; and
- demonstrates highly developed leadership skills, extensive postgraduate, professional experience and recognised professional specialisation, and/or a management qualification with significant professional leadership experience; and/or

- clinical leadership responsibilities for a service or program but does not have budget /resourcing accountabilities for a cost centre.

(b) Teaching and Education

Indicative duties/responsibilities include:

- managing the clinical teaching program of a department or a profession at Epworth and may have an honorary academic appointment;
- provision of specialist education programs;
- directing, coordinating and providing academic supervision of undergraduate and/or post graduate students;
- administering and managing relationships with universities and other education providers; and/or
- managing the Allied Health clinical teaching and/or training program.
- has higher academic achievements, one element which will be considered is the attainment of a higher qualification.

(c) Research

Indicative duties/responsibilities include:

- managing the department's research program;
- directing and coordinating research and clinical trials;
- being the primary initiator of funding applications;
- publishing in their clinical speciality; and
- leading and driving the research agenda and capability in the department or service; and
- a senior clinician, at this level, is expected to hold specialist endorsement from the PBA.

Psychologist - Grade 4B - Head of Discipline

A person appointed to the position of Grade 4B – Head of Discipline will have least ten (10) years post graduate experience, is a recognised leader in the profession and works in an area(s) that require high levels of specialist knowledge as recognised by Epworth.

Indicative duties/responsibilities include:

- Providing professional expertise and advice internal and external to the organisation on key issues including service development;
- Providing leadership and management of staff, including recruitment, development and appraisals across multiple sites/services;
- Responsibilities for service provision, service planning and policy
- Having budget responsibilities across multiple sites/services;
- Responsibility for coordinating quality projects and risk management activities;

- At this level a senior clinician is expected to hold specialist endorsement from the PBA; and
- This person may be required to provide supervision and training to other psychologists (i.e., to Psychologists Grades 1, and/or 2 and/or 3 and/or 4A) in specialist psychological skills ensuring the compliance of others with the code of ethics and legal requirements of the psychology profession, and may provide secondary consultation, supervision and debriefing to other health professionals.

Meaning of Professional Supervision

Professional supervision of registered psychologists is a quality assurance mechanism which enables the psychologist to establish and maintain clinical skills; professional documentation and ethical practice in the work situation, and an opportunity to debrief. Professional supervision is distinguishable from managerial supervision and is confidential and non-judgemental.

CLASSIFICATIONS - GENETIC COUNSELLORS

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

Genetic counselling activities are guided by the policies of the Human Genetics Society of Australasia (HGSA). These include guidelines for the practice of genetic counselling, for training, certification in genetic counselling and for the structure of clinical genetics units in Australasia. The Australasian Society of Genetic Counsellors (a special interest group of the HGSA) has a code of ethics for Genetic Counsellors. In order to achieve best practice, the guidelines and code will be respected and used as a reference by Genetic Counsellors and Epworth.

Certified Genetic Counsellor - Grade 3

A Grade 3 Counsellor is a certified genetic counsellor. They are expected to perform higher-level genetic counselling activities and make a contribution to the development of both the service and the development of other genetic counselling professionals. A Grade 3 Counsellor is expected to make significant contributions to the clinical activities of Epworth and play a major role in professional activities, quality assurance and/or research.

A Grade 3 Genetic Counsellor will hold certification in genetic counselling, provided that in the case of a specialised certification the counsellor is working in that area of specialisation.

A Grade 3 counsellor is expected to work at a complex/sophisticated level and participate in activities relating to service development.

Certified Genetic Counsellor - Grade 4A

A Grade 4A Counsellor is a HGSA certified Genetic Counsellor. They are expected to make a significant contribution to the management and development of a service area and make a significant contribution to the clinical activities of Epworth.

They are expected to play a major role in professional activities including education and supervision, quality assurance and/or research. A Grade 4A Counsellor is expected to perform the work of a Grade 3 Counsellor to a more complex/sophisticated level and to participate to a greater extent in genetic counselling professional activities, and in activities relating to service management, development or delivery.

SCHEDULE B - CLASSIFICATION STRUCTURE AND WAGE RATES

SCHEDULE B - CLASSIFICATION STRUCTURE AND WAGE RATES						
Epworth Dietitians, Psychologists and Medical Scientists Enterprise Agreement 2021-2025			FFPPOA (First Full Pay Period on or After)			
			Year 1	Year 2	Year 3	Year 4
Classification / Grade	Code	Current	1-Jul-2022 (ffppoa)	1-Jul-2023 (ffppoa)	1-Jul-2024 (ffppoa)	1-Jul-2025 (ffppoa)
			2.25%	2.25%	2.40%	2.40%
		per week	per week	per week	per week	per week
Psychologists						
Psychologist Grade 1 Year 1	P11	\$1,111.17	\$1,136.17	\$1,161.74	\$1,189.62	\$1,218.17
Psychologist Grade 1 Year 3	P13	\$1,232.52	\$1,260.25	\$1,288.61	\$1,319.53	\$1,351.20
Psychologist Grade 1 Year 7	P17	\$1,555.20	\$1,590.19	\$1,625.97	\$1,664.99	\$1,704.95
Psychologist Grade 2 Year 1	P21	\$1,677.96	\$1,715.71	\$1,754.32	\$1,796.42	\$1,839.54
Psychologist Grade 2 Year 2	P22	\$1,712.58	\$1,751.11	\$1,790.51	\$1,833.49	\$1,877.49
Psychologist Grade 2 Year 3	P23	\$1,763.49	\$1,803.17	\$1,843.74	\$1,887.99	\$1,933.30
Psychologist Grade 2 Year 4	P24	\$1,903.92	\$1,946.76	\$1,990.56	\$2,038.33	\$2,087.25
Psychologist Grade 2 Year 5	P25	NA	\$1,966.76	\$2,011.01	\$2,059.28	\$2,108.70
Psychologist Clinical Supervisor	SCP	\$1,927.56	\$1,970.93	\$2,015.28	\$2,063.64	\$2,113.17
Psychologist Grade 3 Year 1	P31	\$1,951.21	\$1,995.11	\$2,040.00	\$2,088.96	\$2,139.10
Psychologist Grade 3 Year 2	P32	\$2,020.06	\$2,065.51	\$2,111.99	\$2,162.67	\$2,214.58
Psychologist Grade 3 Year 3	P33	\$2,094.29	\$2,141.41	\$2,189.59	\$2,242.14	\$2,295.95
Psychologist Grade 3 Year 4	P34	\$2,188.54	\$2,237.78	\$2,288.13	\$2,343.05	\$2,399.28
Psychologist Grade 4A	P4A	\$2,210.89	\$2,260.64	\$2,311.50	\$2,366.98	\$2,423.78
Psychologist Grade 4B Year 1	P41	\$2,267.94	\$2,318.97	\$2,371.15	\$2,428.05	\$2,486.33
Psychologist Grade 4B Year 2	P42	\$2,372.40	\$2,425.78	\$2,480.36	\$2,539.89	\$2,600.84
Psychologist Grade 4B Year 3	P43	\$2,484.60	\$2,540.50	\$2,597.66	\$2,660.01	\$2,723.85
Psychologist Grade 4B Year 4	P44	\$2,624.47	\$2,683.52	\$2,743.90	\$2,809.75	\$2,877.19

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Epworth Dietitians, Psychologists and Medical Scientists Enterprise Agreement 2021-2025			FFPPOA (First Full Pay Period on or After)			
			Year 1	Year 2	Year 3	Year 4
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			2.25%	2.25%	2.40%	2.40%
		per week	per week	per week	per week	per week
Psychologist Grade 4B Year 5	P45	\$2,699.58	\$2,760.32	\$2,822.43	\$2,890.17	\$2,959.53
Psychologist Graduate Certificate	PSGC	\$61.63	\$63.01	\$64.43	\$65.98	\$67.56
Psychologist Graduate Diploma	PSGD	\$92.44	\$94.52	\$96.65	\$98.97	\$101.34
Psychologist Masters	PSMA	\$104.76	\$107.12	\$109.53	\$112.16	\$114.85
Psychologist Doctorate	PSDO	\$135.58	\$138.63	\$141.75	\$145.15	\$148.63
On Call (per 12-hour period or part thereof)	OCAL	\$30.68	\$31.37	\$32.08	\$32.85	\$33.63
On Call Public Holiday (per 12-hour period or part thereof)	OCPH	\$61.35	\$62.73	\$64.14	\$65.68	\$67.26
Change of Shift (per occasion)	COS4	\$45.68	\$46.71	\$47.76	\$48.90	\$50.08
Morning Shift Allowance (per occasion)	SHPM	\$28.55	\$29.19	\$29.85	\$30.57	\$31.30
Afternoon Shift Allowance (per occasion)	SHPA	\$28.55	\$29.19	\$29.85	\$30.57	\$31.30
Temporary Night Shift Allowance (per occasion)	SHTN	\$65.07	\$66.53	\$68.03	\$69.66	\$71.34
Permanent Night Shift Allowance (per occasion)	SHPN	\$76.48	\$78.20	\$79.96	\$81.88	\$83.84
Dietitians						
Dietitian Grade 1 Year 3	DTN13	\$1,302.11	\$1,331.41	\$1,361.36	\$1,394.04	\$1,427.49
Dietitian Grade 1 Year 4	DTN14	\$1,383.35	\$1,414.48	\$1,446.30	\$1,481.01	\$1,516.56
Dietitian Grade 1 Year 5	DTN15	\$1,478.32	\$1,511.58	\$1,545.59	\$1,582.69	\$1,620.67
Dietitian Grade 1 Year 6	DTN16	\$1,573.51	\$1,608.91	\$1,645.11	\$1,684.60	\$1,725.03
Dietitian Grade 1 Year 7	DTN17	\$1,623.72	\$1,660.25	\$1,697.61	\$1,738.35	\$1,780.07

SCHEDULE B - CLASSIFICATION STRUCTURE AND WAGE RATES						
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			Year 1	Year 2	Year 3	Year 4
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			2.25%	2.25%	2.40%	2.40%
		per week	per week	per week	per week	per week
Dietitian Grade 2 Year 1	DTN21	\$1,678.17	\$1,715.93	\$1,754.54	\$1,796.65	\$1,839.77
Dietitian Grade 2 Year 2	DTN22	\$1,690.09	\$1,728.12	\$1,767.00	\$1,809.41	\$1,852.83
Dietitian Grade 2 Year 3	DTN23	\$1,760.91	\$1,800.53	\$1,841.04	\$1,885.23	\$1,930.47
Dietitian Grade 2 Year 4	DTN24	\$1,888.75	\$1,931.25	\$1,974.70	\$2,022.09	\$2,070.62
Dietitian Grade 2 Year 5	DTN25	NA	\$1,951.25	\$1,995.15	\$2,043.04	\$2,092.07
Dietitian Grade 3 Year 1	DTN31	\$1,919.75	\$1,962.94	\$2,007.11	\$2,055.28	\$2,104.61
Dietitian Grade 3 Year 2	DTN32	\$1,967.40	\$2,011.67	\$2,056.93	\$2,106.30	\$2,156.85
Dietitian Grade 3 Year 3	DTN33	\$2,030.39	\$2,076.07	\$2,122.79	\$2,173.73	\$2,225.90
Dietitian Grade 3 Year 4	DTN34	\$2,192.02	\$2,241.34	\$2,291.77	\$2,346.77	\$2,403.10
Dietitian Grade 4A	DTN4A	\$2,220.04	\$2,269.99	\$2,321.07	\$2,376.77	\$2,433.81
Dietitian Grade 4B Year 1	DTN41	\$2,289.79	\$2,341.31	\$2,393.99	\$2,451.45	\$2,510.28
Dietitian Grade 4B Year 2	DTN42	\$2,360.98	\$2,414.10	\$2,468.42	\$2,527.66	\$2,588.33
Dietitian Grade 4B Year 3	DTN43	\$2,454.81	\$2,510.04	\$2,566.52	\$2,628.12	\$2,691.19
Dietitian Grade 4B Year 4	DTN44	\$2,574.71	\$2,632.64	\$2,691.88	\$2,756.48	\$2,822.64
Dietitian Grade 4B Year 5	DTN45	\$2,699.58	\$2,760.32	\$2,822.43	\$2,890.17	\$2,959.53
Dietitian Graduate Certificate	DTGC	\$65.09	\$66.55	\$68.05	\$69.69	\$71.36
Dietitian Graduate Diploma	DTGD	\$97.65	\$99.85	\$102.09	\$104.54	\$107.05
Dietitian Masters Certificate	DTMA	\$110.67	\$113.16	\$115.71	\$118.48	\$121.33
Dietitian Doctorate	DTDO	\$143.23	\$146.45	\$149.75	\$153.34	\$157.02
On Call (per 12-hour period or part thereof)	OCH4	\$30.68	\$31.37	\$32.08	\$32.85	\$33.63

SCHEDULE B - CLASSIFICATION STRUCTURE AND WAGE RATES						
Epworth Dietitians, Psychologists and Medical Scientists Enterprise Agreement 2021-2025			FFPPOA (First Full Pay Period on or After)			
			Year 1	Year 2	Year 3	Year 4
Classification / Grade	Code	Current	1-Jul-2022 (ffppoa)	1-Jul-2023 (ffppoa)	1-Jul-2024 (ffppoa)	1-Jul-2025 (ffppoa)
			2.25%	2.25%	2.40%	2.40%
		per week	per week	per week	per week	per week
On Call Public Holiday (per 12-hour period or part thereof)	OCP4	\$61.35	\$62.73	\$64.14	\$65.68	\$67.26
Change of Shift (per occasion)	COS4	\$45.68	\$46.71	\$47.76	\$48.90	\$50.08
Morning Shift Allowance (per occasion)	SHPM	\$28.55	\$29.19	\$29.85	\$30.57	\$31.30
Afternoon Shift Allowance (per occasion)	SHPA	\$28.55	\$29.19	\$29.85	\$30.57	\$31.30
Permanent Temporary Night Shift Allowance (per occasion)	SHTN	\$65.07	\$66.53	\$68.03	\$69.66	\$71.34
Night Shift Allowance (per occasion)	SHPN	\$76.48	\$78.20	\$79.96	\$81.88	\$83.84
Medical Scientists						
Medical Scientist Grade 1 Year 1	SS11	\$1,141.97	\$1,167.66	\$1,193.94	\$1,222.59	\$1,251.93
Medical Scientist Grade 1 Year 2	SS12	\$1,227.02	\$1,254.63	\$1,282.86	\$1,313.65	\$1,345.17
Medical Scientist Grade 1 Year 3	SS13	\$1,327.68	\$1,357.55	\$1,388.10	\$1,421.41	\$1,455.53
Medical Scientist Grade 1 Year 4	SS14	\$1,421.31	\$1,453.29	\$1,485.99	\$1,521.65	\$1,558.17
Medical Scientist Grade 1 Year 5	SS15	\$1,490.65	\$1,524.19	\$1,558.48	\$1,595.89	\$1,634.19
Medical Scientist Grade 1 Year 6	SS16	\$1,567.79	\$1,603.07	\$1,639.13	\$1,678.47	\$1,718.76
Medical Scientist Grade 1 Year 7	SS17	\$1,621.89	\$1,658.38	\$1,695.70	\$1,736.39	\$1,778.07
Medical Scientist Grade 2 Year 1	SS21	\$1,678.49	\$1,716.26	\$1,754.87	\$1,796.99	\$1,840.12
Medical Scientist Grade 2 Year 2	SS22	\$1,682.19	\$1,720.04	\$1,758.74	\$1,800.95	\$1,844.17
Medical Scientist Grade 2 Year 3	SS23	\$1,761.55	\$1,801.18	\$1,841.71	\$1,885.91	\$1,931.17
Medical Scientist Grade 2 Year 4	SS24	\$1,884.59	\$1,926.99	\$1,970.35	\$2,017.64	\$2,066.06
Medical Scientist Grade 2 Year 5	SS25	NA	\$1,946.99	\$1,990.80	\$2,038.58	\$2,087.50

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Epworth Dietitians, Psychologists and Medical Scientists Enterprise Agreement 2021-2025			FFPPOA (First Full Pay Period on or After)			
			Year 1	Year 2	Year 3	Year 4
Classification / Grade	Code	Current	1-Jul-2022 (ffppoa)	1-Jul-2023 (ffppoa)	1-Jul-2024 (ffppoa)	1-Jul-2025 (ffppoa)
			2.25%	2.25%	2.40%	2.40%
		per week	per week	per week	per week	per week
Medical Scientist Grade 3 Year 1	SS31	\$1,955.61	\$1,999.61	\$2,044.60	\$2,093.67	\$2,143.92
Medical Scientist Grade 3 Year 2	SS32	\$2,025.50	\$2,071.07	\$2,117.67	\$2,168.50	\$2,220.54
Medical Scientist Grade 3 Year 3	SS33	\$2,079.44	\$2,126.23	\$2,174.07	\$2,226.25	\$2,279.68
Medical Scientist Grade 3 Year 4	SS34	\$2,195.96	\$2,245.37	\$2,295.89	\$2,350.99	\$2,407.42
Medical Scientist Grade 4A	SS4A	\$2,210.89	\$2,260.64	\$2,311.50	\$2,366.98	\$2,423.78
Medical Scientist Grade 4B Year 1	SS41	\$2,267.94	\$2,318.97	\$2,371.15	\$2,428.05	\$2,486.33
Medical Scientist Grade 4B Year 2	SS42	\$2,372.40	\$2,425.78	\$2,480.36	\$2,539.89	\$2,600.84
Medical Scientist Grade 4B Year 3	SS43	\$2,484.60	\$2,540.50	\$2,597.66	\$2,660.01	\$2,723.85
Medical Scientist Grade 4B Year 4	SS44	\$2,624.47	\$2,683.52	\$2,743.90	\$2,809.75	\$2,877.19
Medical Scientist Grade 4B Year 5	SS45	\$2,699.58	\$2,760.32	\$2,822.43	\$2,890.17	\$2,959.53
Medical Scientist Graduate Certificate	SSGC	\$66.36	\$67.85	\$69.38	\$71.04	\$72.75
Medical Scientist Graduate Diploma	SSGD	\$99.57	\$101.81	\$104.10	\$106.60	\$109.16
Medical Scientist Masters Certificate	SSMA	\$112.85	\$115.39	\$117.99	\$120.82	\$123.72
Medical Scientist Doctorate	SSDO	\$146.03	\$149.32	\$152.68	\$156.34	\$160.09
On Call (per 12-hour period or part thereof)	OCH4	\$34.53	\$35.31	\$36.10	\$36.97	\$37.85
On Call Public Holiday (per 12-hour period or part thereof)	OCP4	\$69.04	\$70.59	\$72.18	\$73.91	\$75.69
Change of Shift (per occasion)	COS4	\$45.68	\$46.71	\$47.76	\$48.90	\$50.08
Morning Shift Allowance (per occasion)	SHPM	\$28.55	\$29.19	\$29.85	\$30.57	\$31.30
Afternoon Shift Allowance (per occasion)	SHPA	\$28.55	\$29.19	\$29.85	\$30.57	\$31.30

SCHEDULE B - CLASSIFICATION STRUCTURE AND WAGE RATES

Epworth Dietitians, Psychologists and Medical Scientists Enterprise Agreement 2021-2025			FFPPOA (First Full Pay Period on or After)			
			Year 1	Year 2	Year 3	Year 4
Classification / Grade	Code	Current	1-Jul-2022 (ffppoa)	1-Jul-2023 (ffppoa)	1-Jul-2024 (ffppoa)	1-Jul-2025 (ffppoa)
			2.25%	2.25%	2.40%	2.40%
		per week	per week	per week	per week	per week
Permanent Temporary Night Shift Allowance (per occasion)	SHTN	\$65.07	\$66.53	\$68.03	\$69.66	\$71.34
Night Shift Allowance (per occasion)	SHPN	\$76.48	\$78.20	\$79.96	\$81.88	\$83.84
Genetic Counsellors						
Genetic Counsellor Grade 3 Year 1	GC31	\$1,909.30	\$1,952.26	\$1,996.19	\$2,044.09	\$2,093.15
Genetic Counsellor Grade 3 Year 2	GC32	\$1,984.20	\$2,028.84	\$2,074.49	\$2,124.28	\$2,175.26
Genetic Counsellor Grade 3 Year 3	GC33	\$2,067.40	\$2,113.92	\$2,161.48	\$2,213.36	\$2,266.48
Genetic Counsellor Grade 3 Year 4	GC34	\$2,171.50	\$2,220.36	\$2,270.32	\$2,324.80	\$2,380.60
Genetic Counsellor Grade 4A	GC4A	\$2,240.20	\$2,290.60	\$2,342.14	\$2,398.35	\$2,455.92
Genetic Counsellor Masters Certificate	GCMA	\$97.97	\$100.17	\$102.43	\$104.89	\$107.40
Genetic Counsellor Doctorate	GCDO	\$130.63	\$133.57	\$136.57	\$139.85	\$143.21
On Call (per 12-hour period or part thereof)	OCH4	\$34.53	\$35.31	\$36.10	\$36.97	\$37.85
On Call Public Holiday (per 12-hour period or part thereof)	OCP4	\$69.04	\$70.59	\$72.18	\$73.91	\$75.69
Change of Shift (per occasion)	COS4	\$45.68	\$46.71	\$47.76	\$48.90	\$50.08
Morning Shift Allowance (per occasion)	SHPM	\$28.55	\$29.19	\$29.85	\$30.57	\$31.30
Afternoon Shift Allowance (per occasion)	SHPA	\$28.55	\$29.19	\$29.85	\$30.57	\$31.30
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SCHEDULE B - CLASSIFICATION STRUCTURE AND WAGE RATES						
Epworth Dietitians, Psychologists and Medical Scientists Enterprise Agreement 2021-2025			FFPPOA (First Full Pay Period on or After)			
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			2.25%	2.25%	2.40%	2.40%
		per week	per week	per week	per week	per week
Night Shift Allowance (per occasion)	SHPN	\$76.48	\$78.20	\$79.96	\$81.88	\$83.84
Allowances per Hour						
Laundry	LAU4	\$0.04	\$0.04	\$0.04	\$0.04	\$0.04
Uniform	UNI4	\$0.18	\$0.18	\$0.19	\$0.19	\$0.20
Meal	MEA1	\$11.32	\$11.57	\$11.84	\$12.12	\$12.41

IN THE FAIR WORK COMMISSION

Fair Work Act 2009 (Cth) ("FW Act")

Matter number:

AG2021/9144

Employer:

Epworth Foundation

Application:

Section 185 – Application for approval of a single enterprise agreement, namely the *Epworth HealthCare Dietitians, Psychologists, and Medical Scientists Enterprise Agreement 2021-2025*

Undertaking- Section 190

I, Karen Pimm, Manager Workplace Relations for Epworth Foundation, give the following undertaking with respect to the *Epworth HealthCare Dietitians, Psychologists, and Medical Scientists Enterprise Agreement 2021-2025* (the **Agreement**).

I have the authority given to me by Epworth Foundation to provide this undertaking in relation to the application before the Fair Work Commission.

Undertaking

1. The ordinary hours of work for a full-time or part-time day worker Employee will be between 6.30am and 6.00pm Monday to Friday (**Span**). Such Employee may agree to work their ordinary hours or work additional hours (including an additional shift) outside the Span at the ordinary hourly rate (with shift allowances and weekend/public holiday penalties as applicable), subject to clauses 36.1 and 36.3 (as the case may be).

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Date signed:	3 February 2022
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Karen Pimm
Signature:	