



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

St John of God Health Care Inc
(AG2015/5304)

ST JOHN OF GOD HEALTH CARE (VIC HOSPITALS) MEDICAL SCIENTISTS, DIETITIANS AND PSYCHOLOGISTS ENTERPRISE AGREEMENT 2015

Health and welfare services

DEPUTY PRESIDENT HAMILTON

MELBOURNE, 2 NOVEMBER 2015

*Application for approval of the St John of God Health Care (Vic Hospitals) Medical
Scientists, Dietitians, Pharmacists and Psychologists Enterprise Agreement 2015.*

[1] An application has been made for approval of an enterprise agreement known as the *St John of God HealthCare (Vic Hospitals) Medical Scientists, Dietitians, Pharmacists and Psychologists Enterprise Agreement 2015* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by St John of God Health Care Inc. The agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act, as are relevant to this application for approval, have been met.

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

[4] Pursuant to s.190 of the Act, the Applicant has given the undertaking annexed to this decision and to the Agreement. In accordance with ss. 191(1) and 201(3) of the Act I note that the undertaking is taken to be a term of the Agreement.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 9 November 2015. The nominal expiry date of the Agreement is 30 September 2019.



DEPUTY PRESIDENT

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<Price code A, AE416470 PR573550>

Annexure A

FAIR WORK COMMISSION

MATTER NO: AG2015/5304

Undertaking

St John of God Health Care acknowledges that clause 33 (e) (iv) of The St John of God Health Care Inc (Victoria) Medical Scientists, Dietitians, Pharmacists and Psychologists Enterprise Agreement 2015 should read as follows:

An employer may by agreement with a caregiver grant long service leave to the caregiver before the entitlement to that leave has accrued, provided that such leave shall not be granted before the caregiver has completed seven years' service.



Dorothy Gibbs
Senior Industrial and Employee Relations Advisor
St John of God Health Care Inc.,



ST JOHN OF GOD HEALTH CARE INC. (VICTORIA)

**MEDICAL SCIENTISTS, DIETITIANS, PHARMACISTS AND
PSYCHOLOGISTS**

ENTERPRISE AGREEMENT

2015

ENTERPRISE AGREEMENT

1. ARRANGEMENT

The Agreement is arranged as follows:

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2. NAME OF THE AGREEMENT

This Agreement shall be called the *St John of God Health Care (Vic Hospitals) Medical Scientists, Dietitians, Pharmacists and Psychologists Enterprise Agreement 2015* ('the Agreement').

3. PARTIES TO THE AGREEMENT

The parties to this Agreement are:

- (a) St John of God Health Care (Vic Hospitals)(the hospital)as per Schedule B; and
- (b) Medical Scientists, Dietitians, Pharmacists and Psychologists employed by St John of God Health Care (Vic Hospitals) as classified in Schedule 1 of this Agreement.

4. APPLICATION FOR COVERAGE

- (a) This Agreement is made under section 172 of the *Fair Work Act 2009*. The employer will take the necessary steps to seek approval of this Agreement under section 186 of the Act.
- (b) The employer will formally advise the Health Services Union Victoria No. 4 Branch ('HSU') when the Agreement is made in order for the HSU to apply under section 183 of the *Fair Work Act 2009* to be covered by the Agreement.
- (c) It is the intention of this Agreement that the HSU will be covered by this Agreement.

5. SCOPE OF THE AGREEMENT

This Agreement contains all the terms and conditions of employment for caregivers covered by the agreement and shall apply to all caregivers employed pursuant to the classifications listed in Schedule 1 employed by St John of God Health Care.

6. DATE AND PERIOD OF OPERATION

This Agreement shall commence operation from the 7th day after the agreement is approved by Fair Work Australia (FWA) and shall remain in force until 30 September 2019 and thereafter in accordance with the *Fair Work Act 2009*.

The parties agree that discussions shall commence for a new Agreement no later than four months prior to the expiry date of the Agreement.

7. POSTING OF THE AGREEMENT

A copy of this Agreement shall be displayed in a conspicuous and convenient place at the workplace so as to be easily read by all Caregivers.

8. RELATIONSHIP TO THE NATIONAL EMPLOYMENT STANDARDS

Entitlements in accordance with the National Employment Standards ("NES") are provided for under the *Fair Work Act 2009*. Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Act are more favourable to a Caregiver in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Caregiver. The provisions in this Agreement otherwise apply.

9. CONSULTATION REGARDING CHANGE

- (a) This term applies if the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on employees of the Employer.
- (b) The employer must notify the relevant Caregivers of the decision to introduce the major change. The relevant Caregivers may appoint a representative, which may be a representative from HSU, for the purposes of the procedures in this term. If a relevant Caregiver appoints, or relevant Caregivers appoint, a representative for the purposes of consultation; and the Caregiver or Caregivers advise the employer of the identity of the representative; the employer must recognise the representative.
- (c) As soon as practicable after making its decision, the employer must discuss with the relevant Caregivers:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Caregivers; and

- (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the Caregivers; and
- (d) For the purposes of the discussion — provide, in writing, to the relevant Caregivers all relevant information about the change including the nature of the change proposed; and information about the expected effects of the change on the Caregivers; and any other matters likely to affect the Caregivers.
- (e) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant Caregivers.
- (f) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant Caregivers.
- (g) If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses (b) and (c) are taken not to apply.
- (h) In this term, a major change is likely to have a significant effect on Caregivers if it results in the termination of the employment of Caregivers; or major change to the composition, operation or size of the employer's workforce or to the skills required of Caregivers; or the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or the alteration of hours of work; or the need to retrain Caregivers; or the need to relocate Caregivers to another workplace; or the restructuring of jobs.
- (i) In this term, relevant Caregivers means the Caregivers who may be affected by the major change.

10. DISPUTE RESOLUTION PROCEDURE

- (a) In the event of a dispute in relation to a matter arising under this agreement or the NES, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the Caregiver or Caregivers concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the Caregiver or Caregivers concerned and more senior levels of management as appropriate.
- (b) A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.

- (c) If a dispute in relation to a matter arising under the agreement or the NES is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to Fair Work Australia for resolution by conciliation and, where the matter in dispute remains unresolved, arbitration.
- (d) It is a term of this agreement that while the dispute resolution procedure is being conducted work shall continue according to the custom and practice before the grievance arose unless a Caregiver has a reasonable concern about an imminent risk to his or her health or safety.
- (e) If arbitration is necessary FWA may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- (f) The above steps shall take place within seven days (health and safety matters are exempt from this clause).
- (g) For the avoidance of doubt, Caregiver grievances are included in the matters to be dealt with in accordance with the dispute resolution procedure of the Agreement.

11. DEFINITIONS

For the purposes of this Agreement:

- (a) **FWA** shall mean Fair Work Australia.
- (b) **Caregiver** or **Employee** (however referred) means a Medical Scientist, Dietitian, Pharmacist or Psychologist employed by St John of God Health Care (Vic Hospitals) as classified in Schedule 1 of this Agreement.
- (c) **SJGHC** or **the Employer** means St John of God Health Care Inc (Head Office: 12 Kings Park Road, West Perth, WA, 6005, trading as St John of God Hospital Ballarat; St John of God Hospital Bendigo; St John of God Hospital Berwick; St John of God Hospital Geelong; St John of God Frankston Rehabilitation Hospital; St John of God Pinelodge Clinic and St John of God Hospital Warrnambool.
- (d) **Dietitian** shall mean a person who is eligible for full membership of the Dietitians Association of Australia.

(e) **Higher Qualification** shall mean:

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

(f) **Pharmacist** definitions:

- (i) Pharmacist means a person registered as such and whose name appears on the register of the Pharmacy Board of Australia.
- (ii) Student Pharmacist means a person undertaking the course of Bachelor of Pharmacy at the Victorian College of Pharmacy, Monash University, and who has not completed the Pharmacy III examinations.
- (iii) Trainee Pharmacist means a person who has completed the course of Bachelor of Pharmacy at the Victorian College of Pharmacy, Monash

University, or an equivalent Pharmacy course recognised by the Pharmacy Board of Australia, and who is undergoing the practical training prescribed by the Pharmacy Board, prior to registration as a Pharmacist.

- (g) **Scientist or medical technologist** means a person:
- (i) who holds a degree of Bachelor of Science of a Victorian University or its equivalent as determined by any such University; or
 - (ii) 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
 - (iii) who is eligible for Associate Membership of the Australian Institute of Medical Laboratory Scientists (AIMLS); or
 - (iv) who is engaged in studies leading to the attainment of being eligible for Associate Membership of the AIMLS; or
 - (v) who is eligible for ordinary membership of the Neurophysiological Sciences Society of Australia; or
 - (vi) who is eligible for full membership of the Australian Society of Cardio-Vascular Perfusionists; or
 - (vii) who is eligible for ordinary membership of the Australasian Society of Respiratory Technology
- (h) Service and Continuous Service are defined by section 22 of the *Fair Work Act*.
- (i) **Trainee Scientist** means any caregiver engaged in studies leading to the attainment of the qualification Bachelor of Applied Science.
- (j) **Week** for the purpose of this Agreement a week shall be deemed to commence at midnight on a Sunday.
- (k) The Act means the *Fair Work Act 2009*.
- (l) **immediate family** of an employee 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.

(iii) *spouse* includes a former spouse.

(iv) *de facto partner* of an employee:

(1) means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and

(2) includes a former de facto partner of the employee.

12. WAGES

(a) Wages will be determined as follows:-

Column 1	Column 2	Column 3	Column 4
3.25%	3.0%	3.0%	3.25%

(b) The wage increases in subclause (a) hereof shall be payable as follows:-

(i) The amount shown in Column 1 shall be payable from the beginning of the first full pay period to commence on or after 1 April 2016.

(ii) The amount shown in Column 2 shall be payable from the beginning of the first full pay period to commence on or after 1 April 2017.

(iii) The amount shown in Column 3 shall be payable from the beginning of the first full pay period to commence on or after 1 April 2018.

(iv) The amount shown in Column 4 shall be payable from the beginning of the first full pay period to commence on or after 1 April 2019.

(c) The wage increases referred to in subclause (a) of this Clause shall be absorbed into any payment made to the Caregiver beyond the minimum rates contained within this Agreement.

(d) Any further wage increase shall be at the discretion of the Employer, unless the rate of pay falls below the Modern Award rate (with reference to the transitional provisions), in such circumstances the rate of pay shall default to the minimum rate prescribed in accordance with the relevant Modern Award rate (with reference to the transitional provisions).

- (e) Rates of pay as increased by this Agreement are set out in Schedule 5
- (f) The loadings for casual employees as per Clause 19 of this Agreement shall be calculated and paid in accordance with Schedule 1 of the Agreement.
- (g) Notification of classification
 - (i) The Employer shall notify each caregiver in writing on commencement of their classification and terms of employment.
 - (ii) The Employer shall notify each caregiver of any alteration to his or her classification in writing no later than the operative date of such alteration.

13. PAYMENT OF WAGES

- (a) Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period.
- (b) Caregivers will be paid by electronic funds transfer, as determined by the employer, into the bank or financial institution account nominated by the Caregiver.
- (c) When notice of termination of employment has been given by a Caregiver or a Caregiver's services have been terminated by the employer, payment of all wages and other monies owing to a Caregiver will be made to the Caregiver.

14. SUPERANNUATION

- (a) The Employer shall contribute on behalf of the Caregiver in accordance with the requirements of the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- (b) Contributions shall at the option of the Caregiver be paid into:
 - (i) Health Employees' Superannuation Trust Australia (HESTA) fund;
 - (ii) Health Super fund/ First State Super;
 - (iii) National Catholic Fund;
 - (iv) Health Industry Plan; or

- (v) such other complying superannuation fund or scheme as nominated by the Caregiver.
- (c) Contributions shall be paid into the Caregiver's nominated fund on a monthly basis.
- (d) If, after 3 pay fortnights from the date of commencement of employment, an election is not made by a Caregiver, contributions will be paid into HESTA.
- (e) Where a Caregiver salary packages their wages in accordance with this Agreement, superannuation shall be paid on the pre-packaged wages.

15. HOURS OF WORK

(a) All Caregivers Except Pharmacists

- (i) The hours for an ordinary week's work shall be worked either - in a week of five days in shifts of not more than 7 hours and 36 minutes each; or by mutual agreement in a week of four days in shifts of not more than ten hours each; or by mutual agreement, provided that the length of any ordinary shift shall not exceed ten hours. Subject to the roster provisions 80 hours may be worked in any two consecutive weeks, but not more than 50 ordinary hours may be worked in any of such weeks.
- (ii) With the exception of time occupied in having meals, the work of each shift shall be continuous.

(b) Pharmacists, Student Pharmacists and Trainee Pharmacists

The ordinary hours for a week's work for a Pharmacist, Student Pharmacist or Trainee Pharmacist shall be 38, which shall be worked in five days Monday to Friday. Where a Pharmacist, Student Pharmacist or Trainee Pharmacist is required to work on a Saturday he or she shall be paid at the rate of double time. Provided that if the employer so elects, but not otherwise, he or she may be paid at the rate of single time and also be granted the equivalent hours off duty in one period.

16. TYPES OF EMPLOYMENT

- (a) Caregivers under this Agreement shall be employed in any one of the following categories:
 - (i) full-time caregiver;

- (ii) part-time caregiver;
 - (iii) casual caregiver.
- (b) At the time of engagement an employer shall inform each caregiver of the terms of their engagement, and in particular, whether they are to be full-time, part-time, or casual.

17. FULL-TIME EMPLOYMENT

A caregiver who is ready, willing and available to work a full week of 38 hours as and when required by the employer shall be entitled to the full weekly wage prescribed herein irrespective of the number of hours worked not exceeding 38.

18. PART-TIME EMPLOYMENT

- (a) A part-time caregiver is one who is employed and who is ready, willing and available to work on a regular basis any number of hours up to but not exceeding an average 38 hours in any one week. Where the Caregiver is employed on a part-time basis he or she shall be paid the ordinary appropriate hourly rate prescribed for the classification in which they are employed.
- (b) The provisions of this Agreement in respect to annual leave, personal/ carers leave and holidays shall apply on a pro rata basis to part-time caregivers.
- (c) Before commencing employment, the employer and employee will agree in writing on:
- (i) the span of hours that the employee may be rostered within a fortnight. This span of hours shall include which shifts the employee may be rostered to work; and
 - (ii) the days of the week the employee may be rostered to work within a fortnight; and
 - (iii) the agreed minimum number of contracted hours to be worked per fortnight.
- (d) Notwithstanding the overtime provisions prescribed at Clause 24 of the Agreement, a part time employee may agree to work in excess of their rostered ordinary hours at the ordinary time rate of pay, provided that all time worked by a part-time employee which exceeds 8 or 10 (if rostered) hours per day, will be paid at the rate of time and a half for the first two hours and double time thereafter, except on Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half.

- (e) No part-time employee shall be directed to work in excess of their rostered ordinary hours.

19. CASUAL EMPLOYMENT

- (a) A casual caregiver is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by an employer in accordance with the employer's requirements, without the requirement of prior notice by either party, but does not include an employee who could properly be classified under clauses 17 - Full-time employment or 18 - Part-time employment employees.
- (b) A casual caregiver shall be paid for all work done on weekdays an amount equal to 1/38th of the weekly wage appropriate to the employee's classification per hour plus 25% and for all work done on Saturday, Sundays and public holidays an amount equal to 1/38th of the weekly wage appropriate to the employee's classification per hour plus 75%. In regard to the casual public holiday penalty an amount equal to 1/38th of the weekly wage appropriate to the employee's classification per hour plus 250%.
- (c) In addition a casual employee shall be entitled to receive the appropriate uniform and other allowances contained in this agreement.
- (d) The provisions of clause 35 – Termination of employment, clause 28 – Annual leave and clause 30 – Personal/ Carers Leave (except in so far as it expressly applies to casual employees), shall not apply in the case of a casual employee.
- (e) Casual Conversion
 - (i) A casual Caregiver who has been rostered on a regular and systematic basis over a period of 6 months or more has the right to request conversion to permanent employment.
 - (ii) The Employer may consent to or refuse the request. The request will be refused where the hours worked are as a result of a casual Caregiver covering absences of permanent staff that are expected to return to work or fluctuations in occupancy levels.

20. DEDUCTIONS AND ALLOWANCES

- (a) Meal allowance

A caregiver shall be paid the following allowances where a meal is not supplied by the employer:

- (i) When required to work after the usual finishing hour of work beyond one hour (Monday to Friday inclusive) or in the case of shift workers when the overtime work on any shift exceeds one hour –
 \$10.55 (1.04.16) \$10.86 (1.04.17) \$11.18 (1.04.18) \$11.55 (1.04.19)
 Provided that where such overtime work exceeds four hours a further meal allowance of \$7.27 (1.04.16) \$7.48 (1.04.17) \$7.70 (1.04.18) \$7.95 (1.04.19) shall be paid.
- (ii) When recalled to duty outside of usual working hours for a period in excess of two hours (and when the time of such recall coincides with or over-runs caregivers normal meal time) \$10.55 (1.04.16) \$10.86 (1.04.17) \$11.18 (1.04.18) \$11.55 (1.04.19) and where such overtime exceeds four hours a further meal allowance of \$7.27 (1.04.16) \$7.48 (1.04.17) \$7.70 (1.04.18) \$7.95 (1.04.19) shall be paid.
- (iii) The above meal allowance provisions shall not apply where a meal is supplied at the employer's expense

(b) Higher qualification allowances

(i) Dietitians

Where a Dietitian has a higher qualification they shall receive, in addition to the rates prescribed in Appendix 1, the following:

- (1) For M.Sc., H.G.S.A.C.C., Graduate Diploma in Health Administration or any other recognised equivalent qualification from a tertiary institution, the sum of 6.5% of the Dietitian, grade I, 2nd year rate per week.
- (2) For Ph.D., M.R.C. Path or D.Sc. or F.I.M.L.S. the sum of 10% of the Dietitian, grade I, 2nd year per week.

(ii) Medical Scientists

Where a Scientist has a higher qualification they shall be paid in addition to the rates prescribed by Appendix 1, the following:

- (1) For M.A.A.C.B., Diploma of Bacteriology, M.Sc., M.App.Sc., M.A.I.P., H.G.S.A.C.C., Graduate Diploma in Health Administration (see clause 11 - Definitions) or any other recognised equivalent Degree or Diploma from a tertiary

institution, the sum of 6.5% of the "Scientist grade I, 1st year of experience" rate per week;

- (2) For F.A.A.C.B., F.A.I.M.L.S., D.Sc., Ph.D., F.A.I.P., F.I.M.L.S. or Member of the Royal College of Pathologists (see clause 11 - Definitions) the sum of 10% of the "Scientist grade I, 1st year of experience" rate per week.
- (3) Provided such allowance shall not be cumulative in the case of multiple higher qualifications. The aforementioned allowances shall not be applicable to Scientists appointed to the positions of Director or Deputy Director of a Department or to the classification Scientist - grade V.

(iii) Pharmacists

Any Pharmacist who holds the Fellowship Diploma of the Society of Hospital Pharmacists of Australia, the Graduate Diploma in Clinical Pharmacy or the Graduate Diploma in Hospital Pharmacy shall be paid an amount, per week, equal to 5.5% of the rate of pay for a Pharmacist grade I, 3rd year of experience after registration in addition to the appropriate rate prescribed Appendix 1. A person holding both qualifications, shall be paid the allowance in respect of one or other qualification but not both.

(iv) Psychologists

Where a Psychologist has a higher qualification they shall be paid, in addition to the rates prescribed by Appendix 1, the following:

- (1) The parties agree to recognise all current colleges of the Australian Psychological Society.
- (2) For Graduate Certificate in behavioural science or psychology, or other recognised equivalent qualification, the sum of 4% of the rate of pay for Grade 1, Year 3.
- (3) For Graduate Diploma in behavioural science or psychology, or Graduate Diploma in Health Administration or other recognised equivalent qualification, the sum of 6.5% of the rate of pay for Grade 1, Year 3.
- (4) For MA, M Sc, M Psych, membership of a College of the Australian Psychological Society, or any recognised equivalent qualification from a tertiary institution or membership of a

college/board, the sum of 7.5% of the rate of pay for Grade 1, Year 3.

- (5) For Ph.D, D Sc in behavioural science or Psychology or other recognised equivalent qualification, the sum of 10% of the rate of pay for Grade 1, Year 3.

Such allowance shall not be cumulative in the case of multiple higher qualifications.

- (6) The parties further agree that the wage increase instalments shown in this agreement will apply to higher qualification allowances.

21. ROSTERS

- (a) A roster setting out caregivers' normal working hours, times of commencing duty, time off duty, times of ending duty and times "on call" shall be kept posted or affixed in some conspicuous and readily accessible place. Except in the case of sickness or other emergency, the roster shall not be altered without at least seven days' notice being given to the caregiver affected by such alteration.
- (b) Where an employer requires a caregiver (other than a Pharmacist) without seven days notice and outside the circumstances prescribed in (a) above, to perform duty at other times than those previously rostered, the caregiver shall be paid in accordance with the hours worked, with the addition of a daily allowance equal to 2-1/2% of the weekly rate of pay for the classification Scientist grade I - 1st year of experience after qualification.
- (c) Where an employer requires a Pharmacist caregiver without seven days notice and outside the circumstances prescribed in (a) above, to perform duty at other times than those previously rostered, the caregiver shall be paid in accordance with the hours worked, with the addition of a daily allowance equal to 2-1/2% of the weekly rate of pay for the classification Pharmacist grade I - 1st year of experience after qualification.

22. HIGHER DUTIES

- (a) A caregiver who is authorised to assume the duties of another caregiver on a higher classification under this Agreement for a period of five or more consecutive working days shall be paid for the period for which he/she assumed such duties, at not less than the minimum rate prescribed for the classification applying to the caregiver so relieved.

23. MEAL INTERVALS AND REST INTERVALS

(a) Meal intervals

(i) All caregivers except Pharmacists

- (1) Except as provided in (a)(i)(2) or (a)(i)(3) a meal interval of not less than 30 minutes and not more than 60 minutes shall be allowed each caregiver during each shift. Such meal interval shall not be counted as time worked.
- (2) Each caregiver on night duty who is not relieved from duty (and "on call") during the rostered meal interval shall be granted a meal interval of not less than twenty minutes to be commenced after completing three hours and not more than five hours of duty. Such time to be counted as time worked.
- (3) The arrangement set out in (a)(i)(2) may also be adopted in any case where there is mutual agreement between employer and caregiver.

(ii) Pharmacists

A meal interval of up to 45 minutes and not more than 60 minutes shall be allowed each Pharmacist caregiver during each shift. Such meal interval shall not be counted as time worked.

(b) Rest period

At a time suitable to the employer, two rest periods - each of ten minutes duration shall be given to each caregiver during each eight hour period of duty and shall be counted as time worked.

24. OVERTIME

(a) All caregivers except Pharmacists

Subject to clause (a)(i) an employer may require a caregiver to work reasonable overtime at overtime rates.

- (i) A caregiver may refuse to work overtime in circumstances where the working of such overtime would result in the caregiver working hours which are unreasonable having regard to:

- (1) any risk to caregiver health and safety;

- (2) the caregiver's personal circumstances including any family responsibilities;
 - (3) the needs of the workplace or enterprise;
 - (4) the notice (if any) given by the employer of the overtime and by the caregiver of his or her intention to refuse it; and
 - (5) any other relevant matter.
- (ii) Where the caregiver is required to work in excess of the number of ordinary hours, up to a maximum of 8 hours, or 10 hours if rostered, in a day, 38 hours in a week, 76 hours in a fortnight or 152 hours per four week period - time and a half for the first two hours and double time thereafter.
- (1) in excess of the ordinary hours' work on any one day - time and a half for the first two hours and double time thereafter.
 - (2) outside a spread of twelve hours from the commencement of the rostered period of duty - double time.
 - (3) except as provided for in (iii) overtime shall be paid for and a Scientist shall not be allowed to take time off in lieu thereof.
- (iii) A Scientist grade III, and IV and a Psychologist Grade III and above may elect in lieu of payment of overtime, to take time off equivalent to the time worked at a time mutually agreed between the employer and the caregiver. Time off in lieu shall be managed in accordance with subclause (c).
- (iv) The provisions of subclause (ii) and (iii) shall not apply to a Scientist - Director or Deputy Director.
- (v) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that caregivers have at least ten consecutive hours off duty between the work of successive shifts.
- (vi) A caregiver who works so much overtime between the termination of his/her previous rostered ordinary hours of duty and the commencement of his/her next succeeding period of duty such that he/she would not have had at least ten consecutive hours off duty between those times, shall, subject to this clause be released after completion of such overtime worked until he/she has had ten

consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

- (vii) If on the instructions of his or her employer such a caregiver resumes or continues work without having had such ten consecutive hours off duty he or she shall be paid at the rate of double time until he or she is released from duty for such rest period and he or she shall then be entitled to be absent until he or she has had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

(b) Pharmacists

- (i) Except as provided in (b)(i)(4) the following overtime rates shall be paid for all work done:

- (1) in excess of the ordinary hours' work on any one day - time and a half for the first two hours and double time thereafter.

- (2) Subject to clause (b)(i)(3) an employer may require a caregiver to work reasonable overtime at overtime rates.

- (3) A caregiver may refuse to work overtime in circumstances where the working of such overtime would result in the caregiver working hours which are unreasonable having regard to:

- (A) any risk to caregiver health and safety;

- (B) the caregiver's personal circumstances including any family responsibilities;

- (C) the needs of the workplace or enterprise;

- (D) the notice (if any) given by the employer of the overtime and by the caregiver of his or her intention to refuse it; and

- (E) any other relevant matter.

- (4) where a caregiver is required to work on a Saturday or Sunday he or she shall be paid at the rate of double time. Provided that if the employer so elects, but not otherwise, he or she may be paid at the rate of single time and also be granted equivalent hours off duty in one period.

(c) Time Off in Lieu

- (i) A caregiver may elect, with the consent of the Department Head, to take time off in lieu of payment for work in excess of their ordinary hours, at a time or times agreed.
- (ii) Overtime taken as time off shall be taken at the ordinary time rate, that is, an hour for each hour worked.
- (iii) Where accrued time off has not been able to be taken within a 4 week period, the Hospital shall roster the caregiver off for the number of hours accrued, or if this is not possible, provide payment at the appropriate overtime rate.
- (iv) All current full time staff covered by this Agreement who are in receipt of an Accrued Days Off ('ADO') per month shall continue to do so.
 - (i) The taking of ADO's for those in (iv) above shall be managed at Department level provided that all ADO's shall be taken within three months of accrual, after which time the caregiver shall be rostered off for a period sufficient to reduce the accrued ADO balance to not more than three days, unless otherwise agreed in writing by the Department Head.
- (vi) Full time caregivers will continue to be offered contracts of employment which provide for working hours of 152 hours per four week period.
 - (ii) Work above 152 hours per four week period shall be taken as time in lieu, with a maximum accrual of 8 hours per month.
- (viii) There will be no minimum time that may be taken as time in lieu, but a maximum of one working day may be taken at any one time.
- (ix) A criteria for approved overtime will be developed between the Clinic management and the caregivers in accordance with acceptable consultation mechanisms.
- (x) Where agreement cannot be reached, a process in accordance with the Dispute Resolution Procedure in the Agreement will be implemented.

25. ON CALL/ RECALL

(a) On call allowance

(i) Pharmacists

- (1) An on call allowance of 2.5% of the weekly base rate of pay for a Pharmacist grade I, 2nd year of experience shall be paid to a caregiver in respect to any 24-hour period or part thereof during which the caregiver is on call during the period commencing from the time of finishing ordinary duty on Monday and the termination of ordinary duty on Friday.
- (2) The allowance shall be 5% in respect to any other 24-hour period or part thereof on any public holiday or part thereof.

(ii) Psychologists

A Psychologist required to be on call outside ordinary hours shall be paid an allowance of 2.5% of his or her weekly wages for each rostered period of duty during which he or she is so required.

(iii) All other caregivers

- (1) An "on call" allowance of 2.5% of the weekly base rate of pay for Scientist grade I, 2nd year shall be paid to a caregiver in respect to any 24-hour period or part thereof during which the caregiver is on call during the period commencing from the time of finishing ordinary duty on Monday and the termination of ordinary duty on Friday.
- (2) The allowance shall be 5% in respect to any other 24-hour period or part thereof or any public holiday or part thereof.
- (3) A Scientist Director or Deputy Director required to be on call outside ordinary hours shall be paid an allowance equal to 10% of his or her weekly wages for each week during which he or she is so required.

Provided however, that a Scientist Director or Deputy Director not already on call but who substitutes himself or herself on the normal on-call roster of the laboratory concerned, shall be paid in accordance with the provisions of (a)(iii)(1) and (a)(iii)(2).

(b) Recall

- (i) In the event of a caregiver being recalled to duty for any period during an off-duty period such caregiver shall be paid from the time of

receiving the recall until the time of finishing such recall duty with a minimum of two hours' payment for each such recall, at the following rates:

- (1) Within a spread of twelve hours from the commencement of the last previous period of ordinary duty - time and a half.
 - (2) Outside a spread of twelve hours from the commencement of the last previous period of ordinary duty - double time.
- (ii) A caregiver (other than a casual caregiver) who works so much recall between midnight and the commencement of his or her next succeeding rostered period of duty that he or she would not have at least ten consecutive hours off duty between those times, shall, subject to this clause, be released after completion of such recall worked until he or she has had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- (iii) If on the instructions of his or her employer such a caregiver resumes or continues work without having had such ten consecutive hours off duty he or she shall be paid at the rate of double time until he or she is released from duty for such rest period and he or she shall then be entitled to be absent until he or she has had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence. No caregiver shall present for duty on a voluntary basis unless he or she has had eight consecutive hours (within the meaning of this clause) off duty.
- (c) In the event of any caregiver finishing any period of overtime at a time when reasonable means of transport are not available for the caregiver to return to his or her place of residence the employer shall provide adequate transport free of cost to the caregiver.
- (d) No caregiver shall be permitted to be on call in the 24 hour period prior to any change of shift.

26. SHIFT WORK

- (a) All caregivers except Pharmacists
- (i) In addition to any other rates prescribed elsewhere in this Agreement, a caregiver whose rostered hours or ordinary duty finish between 6.00 p.m. and 8.00 a.m. or commence between 6.00 p.m. and 6.30 a.m. shall be paid an amount equal to 2.5% of the weekly rate applicable to the

“Scientist grade I, 1st year of experience after qualification” per rostered period of duty.

- (ii) Provided that in the case of a caregiver working on any rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00 a.m. he or she shall be paid for any such period of duty an amount equal to 4%, of the rate applicable to the first year of experience Scientist grade I, and provided further that in the case of a caregiver permanently working on any such rostered hours of ordinary duty he or she shall be paid for any such period of duty an amount equal to 5% of the rate applicable to first year of experience Scientist grade I. Permanently working shall mean working for any period in excess of four consecutive weeks.
- (iii) Provided further that in the case of a caregiver who changes from working on one shift to working on another shift the time of commencement of which differs by four hours or more from that of the first he or she shall be paid an amount equal to 4% of the rate applicable to the first year of experience Scientist grade I on the occasion of each such change in addition to any amount payable under the preceding provisions of this clause.
- (iv) The allowances payable pursuant to this clause shall be calculated to the nearest 5 cents, portions of a cent being disregarded.
- (v) Saturday and Sunday work
 - (1) Where Saturday or Sunday duties are required to be carried out in excess of the ordinary week’s work, such duties shall be paid for at the rate of double time.
 - (2) All rostered time of ordinary duty performed on a Saturday or on a Sunday shall be paid for at the rate of time and a half.
 - (3) If the Saturday or Sunday duty involves duty in excess of the prescribed rostered hours, the excess period shall be paid for at the rate of double time for Saturday and Sunday.
 - (4) The provisions of this subclause shall not apply to a Scientist - Director or Deputy Director.

(b) Pharmacists

- (i) In addition to any other rates prescribed in this Agreement a Pharmacist caregiver whose rostered hours of ordinary duty finish between 6.00 p.m. and 8.00 a.m. or commence between 6.00 p.m. and 8.00 a.m. shall

be paid an amount equal to 2.28% of the weekly rate applicable to the "Pharmacist grade I, 1st year of experience after qualification".

- (ii) Where a Pharmacist caregiver is required to work on a Saturday or Sunday he or she shall be paid at the rate of double time. Provided that if the employer so elects, but not otherwise, he or she may be paid at the rate of single time and also be granted equivalent hours off duty in one period.

27. PARENTAL LEAVE

- (a) Caregivers are entitled to parental leave in accordance with the provisions of the *Fair Work Act 2009*, as amended from time to time.
- (b) Permanent Caregivers eligible for parental leave in accordance with subclause (a) shall be entitled to the following paid parental leave:
 - (i) Ten weeks paid maternity, adoption leave or two weeks' paid birth partner/ paternity leave shall be given to any permanent Caregiver who qualifies for maternity and adoption leave and birth/ adoption partner leave under the provisions of the Agreement.
 - (ii) Payment shall be made at the commencement of leave and paid at the Caregiver's ordinary weekly rate of pay. The payment shall be calculated by averaging the Caregiver's average weekly hours of employment for the twelve months preceding the commencement of the leave.
 - (iii) Such leave may be paid:
 - (1) on a normal fortnightly basis; or
 - (2) at the rate of half pay over a period of 20 weeks on a regular fortnightly basis for maternity/ adoption leave.
 - (iv) The amount of paid leave provided in this Agreement shall not be reduced in terms of its monetary value by the Commonwealth Government's scheme of publicly funded paid parental leave (however titled or styled). For the avoidance of doubt the value of the paid parental leave provided under this Agreement will be in addition to the value of the leave provided by the Commonwealth scheme.
 - (v) A second or subsequent period of paid parental leave, as per sub-clause (b)(i), shall only be payable where such employee has:
 - (1) returned to work after their prior period of parental leave; and

- (2) has subsequently undertaken a further period of 6 months continuous service as at the date they propose to proceed on the second or subsequent period of parental leave.
- (c) A Caregiver shall be entitled to work until her expected date of confinement, provided they provide an additional medical certificate from her treating medical practitioner six weeks immediately prior to the expected date of birth, or earlier if requested by the Employer. The medical certificate must specify that the Caregiver is fit to work for the final six weeks of confinement or part thereof.

Annual Leave and Long Service Leave may be taken in conjunction with Maternity Leave provided that the aggregate of all leave does not exceed 18 months.

(d) Special maternity leave

- (i) Where the pregnancy of an employee not then on maternity leave terminates other than by the birth of a living child, the employee may take leave for such periods as a registered medical practitioner certifies as necessary, as follows:

- (1) Where the pregnancy terminates after the completion of 20 weeks, during the certified period/s the employee is entitled to paid maternity leave not exceeding the amount of paid maternity leave available under subclause (b)(i).

(e) Right to request

- (i) A Caregiver entitled to parental leave pursuant to the provisions of clause 21 may request the employer to allow the Caregiver:

- (1) to extend the one week of simultaneous unpaid parental leave up to a maximum of eight weeks;
 - (2) to extend the 52 weeks of unpaid parental leave by a further continuous period of leave not exceeding 12 months;
 - (3) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the Caregiver in reconciling work and parental responsibilities.

- (ii) The employer shall consider the request having regard to the Caregiver's circumstances and, provided the request is genuinely based

on the Caregiver's parental responsibilities, may only refuse the request on reasonable grounds related to the effect of the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- (iii) Caregiver's request and the employer's decision to be in writing

The Caregiver's request and the employer's decision made under (i) and (ii) must be recorded in writing

- (iv) Request to return to work part-time

Where a Caregiver wishes to make a request under (d)(i)(3), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Caregiver is due to return to work from parental leave.

- (f) Carers leave for pre-natal or parenting classes

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

28. ANNUAL LEAVE

- (a) Caregiver's entitlement to leave

- (h) Caregivers shall at the end of each year of employment become entitled to an annual holiday of four weeks on ordinary pay.

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

- (b) Public holidays occurring during annual leave

If the period during which a Caregiver takes paid annual leave includes a day or part-day that is a public holiday in the place where the Caregiver is based for work purposes, the Caregiver is taken not to be on paid annual leave on that public holiday.

(c) Leave to be taken

The annual leave provided for by this clause shall be allowed and shall be taken and except as provided by (g) and (m), payment shall not be made or accepted in lieu of annual leave.

(d) Time of taking leave

(i) Annual leave shall be given at a time determined by mutual agreement between the employer and the caregiver within a period not exceeding six months from the date when the right to annual leave accrued and after not less than two weeks' notice to the caregiver.

(ii) Provided that in order to assist caregivers in balancing their work and family responsibilities, an employer may elect, with the consent of the employer, to accrue and carry forward any amount of annual leave for a maximum of two years from the date of entitlement.

(iii) Annual leave may be taken in single day periods as agreed between the employer and the caregiver.

(e) Leave allowed before due date

An employer may allow annual leave to a caregiver before the right thereto has accrued due, but where leave is taken in such case a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which annual leave had been taken before it accrued. Where leave has been granted to a caregiver pursuant to this clause before the right thereto has accrued due and the caregiver subsequently leaves or is discharged from the service of the employer before completing the twelve months' continuous service in respect of which the leave was granted and the sum paid by the employer to the caregiver as ordinary pay for the annual leave or part so taken in advance exceeds the sum which the employer is required to pay under (g) the employer shall not be liable to make any payment to the caregiver under (g), and shall be entitled to deduct the amount of such excess from any remuneration payable to the caregiver upon termination of the employment.

(f) Payment for period of annual leave

Each caregiver before going on leave shall be paid for the period of such leave provided the period is not less than one week.

(g) Proportionate leave

- (i) Where the employment of any caregiver is terminated at the end of the period of employment of less than twelve months, the employer shall forthwith pay to the caregiver, in addition to all other amounts due to him or her, an amount equal to 1/12th of his or her ordinary pay for that period.
 - (ii) Where the employment of a caregiver who has become entitled to one or more periods of annual leave provided by this Agreement is terminated, the employer shall be deemed to have given all of such leave (except so much, if any, as has already been taken) to the caregiver as from the date of the termination of the employment, and shall forthwith pay to the caregiver, in addition to all other amounts due to the caregiver, the caregiver's ordinary pay for the period of that leave.
 - (iii) Clause (g)(ii) applies to and in respect of any annual leave (except so much, if any, as has already been taken) whether or not the caregiver concerned continues to be entitled (apart from this clause) to take it, and so applies as if the caregiver's right to take it had accrued immediately before the date of the termination of the caregiver's employment.
 - (iv) Nothing in (ii) or (iii) affects the obligation of an employer to give or a caregiver to take annual leave in accordance with this Agreement.
- (h) Weekend worker

For the purposes of the additional weeks annual leave provided by the NES for shiftworkers, the following shall apply:

- (i) Staff (including part-time staff) who work shifts in excess of 4 hours which fall on a Saturday and/or Sunday, as part of their ordinary hours, will accrue additional annual leave at the rate of 0.5 times the number of ordinary hours worked on any weekend day, up to a maximum of 38 hours additional leave in any 12-month period.
- (ii) Provided that, in the case of part-time workers who work both a Saturday and a Sunday shift on the same weekend, only one shift per weekend will attract the accrual of the additional annual leave (ie either the Saturday or Sunday shift, but not both), up to the maximum accrual of 38 hours in any 12 month period. Provided further that where a differing number of hours are worked on a Saturday and Sunday by a

part-time worker on any one weekend, the longer shift will be used to calculate the accrual of additional annual leave.

(iii) In relation to the administration of an employee's additional annual leave:

(1) Where extended leave is taken (eg parental, sick, long service leave etc) an employee may elect to utilise any available annual leave credits, or retain such credits until her/his return to duty;

(2) Where an employee with extended leave credits is promoted within a hospital or health service, the credits will be carried over to their employment in the new role;

(3) Where an employee with extended leave credits resigns or their employment is otherwise terminated, their credits will be paid out as part of their normal annual leave payments.

(iv) The additional annual leave may be taken separately, or in conjunction with another period of annual leave, at any time by mutual agreement. Provided that where there is no agreement, such leave may be taken within 6 months of the end of any 12 month period during which the additional annual leave has accrued.

(v) This clause shall not apply to any employee who works four hours or less.

(i) Annual leave loading

(i) A caregiver entitled to annual leave shall be paid an annual leave loading of 17-1/2% of the ordinary weekly rate of pay for the classification at which the caregiver is employed at the commencement of their annual leave, provided that the maximum annual allowance payable shall be calculated on the salary of a Medical Scientist Grade 3 Year 2.

(ii) Provided that where a caregiver would have received shift penalties or Saturday and/or Sunday penalties prescribed in this Agreement had

they not been on annual leave and such shift loadings would have entitled the caregiver to a greater amount than under paragraph (i)(i) of this clause, then the shift loadings shall be paid to the caregiver in lieu of the 17 ½ % loading.

(j) Termination

The loading calculated according to (i) shall be payable on proportionate leave calculated according to (g).

(k) Single day leave

(i) Subject to the provisions of clause (d) of this clause, the employer and a majority of caregivers at an enterprise may agree to establish a system of single day annual leave absences.

(ii) The employer shall inform each union which is both party to the Agreement and which has members employed at the particular enterprise of its intention to introduce an enterprise system of annual leave flexibility, and providing a reasonable opportunity for the union to participate in negotiations.

(iii) Access to annual leave, as prescribed in (d), shall be exclusive of any shutdown period provided for elsewhere under this Agreement.

(iv) A caregiver and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

(v) Once a decision has been taken to introduce an enterprise system of single day annual leave, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to the *Fair Work Act 2009*.

(l) Payment in lieu of an amount of annual leave

(i) Upon receipt of a written request by a Caregiver, the Employer may authorise the Caregiver to receive pay in lieu of an amount of annual leave.

(1) Paid annual leave must not be cashed out if the cashing out would result in the caregiver's remaining accrued entitlement to paid annual leave being less than 4 weeks; and

- (2) Where a caregiver forgoes an entitlement to take an amount of annual leave, the caregiver must be paid at least the full amount that would have been payable to the caregiver had the caregiver taken the leave that the caregiver has forgone.
- (3) Where a Caregiver forgoes an entitlement to take an amount of annual leave, the Employer will give the Caregiver the amount of pay that the Caregiver is entitled to receive in lieu of the amount of annual leave, plus leave loading that would otherwise have been payable within two weeks of the request being made.
- (4) Superannuation guarantee contributions will be paid in relation to the amount of annual leave and annual leave loading for which payment is received in lieu

(m) Periods of low occupancy

Where the Employer temporarily closes a section, ward or unit of a Hospital due to periods of low occupancy, the Employer shall discuss this matter with affected Caregivers. Where possible the affected Caregivers shall be afforded work in an alternate area of the Hospital. In the circumstances where alternative work is not available:

- (1) the Caregiver may be directed to take paid annual leave during part or all of this period; or
- (2) the Caregiver may take leave without pay to a maximum of five single days per year. Such leave shall be by mutual agreement. In the event of any dispute arising out of this sub-clause, it shall be dealt with in accordance with the disputes resolution procedure.

29. PUBLIC HOLIDAYS

- (a) A caregiver shall be entitled to holidays on the following days:
 - (i) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
 - (ii) the following days, as prescribed in Victoria: Australia Day, Anzac Day, Queen's Birthday, Eight Hours' Day or Labour Day; and
 - (iii) Melbourne Cup Day or in lieu of Melbourne Cup Day, some other day as determined in a particular locality.

- (b) Holidays in lieu
 - (i) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
 - (ii) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
 - (iii) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- (c) Where in Victoria, public holidays are declared or prescribed on days other than those set out in (a) and (b), those days shall constitute additional days for the purpose of this Agreement.
- (d) Substitution of public holidays by agreement
 - (i) An employer and their caregivers may agree to substitute another day for any prescribed in this clause. For this purpose the consent of the majority of affected caregivers shall constitute agreement.
 - (ii) An agreement pursuant to (d)(i) shall be recorded in writing and be available to every affected caregiver.
 - (iii) The union shall be consulted about an agreement pursuant to (d)(i).
 - (iv) Any disputes arising from clause (d)(iii) shall be dealt with through the Disputes Resolution procedures of this Agreement.
 - (v) If no resolution is achieved pursuant to (d)(iv), the employer may apply to FWA for approval of the agreement reached with their caregivers. Such application must be made fourteen or more days before the prescribed holiday. After giving the employer and union an opportunity to be heard, FWA will determine the application.
- (e) Payment for time worked on a public holiday
 - (i) A caregiver who works (excepting on recall) on any day specified in (a) shall:
 - (1) be paid for the time so worked with a minimum of four hours' wages at the rate of time and a half in addition to the weekly wage prescribed herein; or
 - (2) be entitled to time off amounting to one and a half times the hours worked with a minimum of six hours time off without loss

of pay; such time off to be taken at a time mutually convenient to the employer and caregiver within one month of the day on which the caregiver worked, provided that where a caregiver is entitled to a full working day off, such time off work may be added to the caregiver's annual leave by mutual consent.

- (ii) Where such holiday occurs on his or her rostered day off, the caregiver shall be entitled to receive one and a half day's pay in addition to the weekly wage or one and a half days off at a time convenient to the employer without loss of pay in lieu thereof.
- (iii) Where a caregiver is rostered to work on a public holiday and fails to do so, such caregiver shall not be entitled to holiday pay for the holiday.
- (iv) Where a caregiver, who is rostered to work on a public holiday, requests and is granted the day off such caregiver shall not be entitled to holiday pay for the holiday unless the request was made by the caregiver at least three clear working days prior to the date of such holiday.

The provisions of this subclause (e)(iv) shall not apply to Pharmacists.

(v) Christmas Day, Boxing Day and New Year's Day

- (1) Where Christmas Day and/or Boxing Day and/or New Year's Day fall on a Saturday or a Sunday, a caregiver, other than a casual caregiver, who works on Christmas Day and/or Boxing Day and/or New Year's Day shall be paid at the rate of time and one half for the time worked with a minimum of four hours wages. If such a caregiver also works on the Holiday(s) in lieu set out in clause (b), he or she shall be paid at the normal Agreement rate for work on this day or these days.
- (2) In addition to the benefit provided by clause (e)(vi)(1) hereof, a caregiver who works on Christmas Day and/or Boxing Day and/or New Year's Day shall, for each day so worked, either be allowed a substitute holiday at a time convenient to the employer or receive an extra day's wages at ordinary rates.
- (3) This clause overrides any other provisions of the Agreement with which it is inconsistent.

(f) Public Holidays and Part-time caregivers

In determining whether a part-time caregiver who works a rotating roster is entitled to receive Agreement benefits for a particular public holiday not worked, the Hospital will determine this by reviewing the roster pattern of the

individual over the preceding six months. If the rosters show that the caregiver has worked 50% or more on the days on which a particular public holiday falls, the caregiver shall be entitled to receive the 'rostered off benefit for that public holiday.

30. PERSONAL/CARERS LEAVE

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, excepting unpaid carers leave.

(a) Definitions

The term immediate family is defined in Clause 11 of this Agreement.

(b) Amount of paid personal leave

(i) Paid personal leave is available to a caregiver, when they are absent:

- due to personal illness or injury; or
- for the purposes of caring for an immediate family or household member who is ill or injured and requires the caregiver's care or support or who requires care or support due to an unexpected emergency.

(ii) The amount of personal leave to which a full-time caregiver is entitled depends on how long they have worked for the employer and accrues as follows (pro-rata for part-time employees):

- (1) 91.2 hours will be available in the first year of service;
- (2) 106 hours and 24 minutes will be available per annum in the second, third and fourth years of service.
- (3) 159 hours and 36 minutes will be available in the fifth and following years of service.

(iii) In any year personal leave accrues by the balance of that year's untaken personal leave.

(c) Personal leave for personal injury or sickness

A caregiver is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

- (d) Personal leave to care for an immediate family or household member
 - (i) A caregiver is entitled to use personal leave, including accrued leave, each year where required to provide care or support to a member of their immediate family, or a member of their household, who requires care or support because of a personal illness, or personal injury, affecting the member; or an unexpected emergency affecting the member.
- (e) Evidence supporting claim
 - (i) The provisions of subclauses (c) and (d)(i) are subject to the provision that such illness is certified by a registered health practitioner (or a statutory declaration signed by a caregiver shall be deemed to be satisfactory evidence of sickness) and evidence thereof, if required by the employer is produced within three days of such a request. A caregiver may be absent for one day on personal leave for personal injury or sickness without furnishing evidence of such sickness on not more than three occasions in any one year.
 - (ii) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the caregiver must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the caregiver.
- (f) Unpaid personal leave

Where a caregiver has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave where required to provide care or support to a member of their immediate family, or a member of their household, who requires care or support because of a personal illness, or personal injury, affecting the member; or an unexpected emergency affecting the member. The employer and the caregiver shall agree on the period. In the absence of agreement, the caregiver is entitled to take up to two days (up to a maximum of 16 hours) per occasion, provided the requirements of (e)(i) are met.

31. COMPASSIONATE LEAVE

- (a) A Caregiver is entitled to 4 days of compassionate leave for each occasion (a *permissible occasion*) when a member of the Caregiver's immediate family, or a member of the Caregiver's household:

- (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies.
- (b) A Caregiver may take compassionate leave for a particular permissible occasion if the leave is taken:
- (i) to spend time with the member of the Caregiver's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in subclause (a); or
 - (ii) after the death of the member of the Caregiver's immediate family or household referred to in subclause (a).
- (c) A Caregiver may take compassionate leave for a particular permissible occasion as a single continuous 4 day period; or 4 separate periods of 1 day each; or any separate periods to which the Caregiver and the employer agree.
- (d) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Caregiver may take the compassionate leave for that occasion at any time while the illness or injury persists.
- (e) If, in accordance with this Clause, a Caregiver, other than a casual Caregiver, takes a period of compassionate leave, the employer must pay the Caregiver at the Caregiver's base rate of pay for the Caregiver's ordinary hours of work in the period. For casual Caregivers, compassionate leave is unpaid leave.
- (f) The Caregiver, if required by the employer, shall supply relevant evidence of the requirement for such leave. Such evidence may include a requirement to supply a medical certificate.

32. JURY SERVICE

- (a) A caregiver required to attend for jury service during his or her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of wage pursuant to Appendix 1, he or she would have received in respect of ordinary time he or she would have worked had he or she not been on jury service.

- (b) A caregiver shall notify his or her employer as soon as possible of the date upon which he or she is required to attend for jury service. Further, the caregiver shall give his or her employer proof of his or her attendance, the duration of such attendance and the amount received in respect of such jury service.

33. LONG SERVICE LEAVE

- (a) Entitlement

- (i) A caregiver shall be entitled to long service leave with pay, in respect of continuous service with one and the same employer, in accordance with the provisions of this clause.
- (ii) The amount of such entitlement shall be:
 - (1) On the completion by the caregiver of fifteen years continuous service - six months long service leave and thereafter an additional two months long service leave on the completion of each additional five years service. On completion of seven years continuous service the caregiver may apply for pro rata long service leave
 - (2) In addition, in the case of a caregiver who has completed more than fifteen years service and whose employment is terminated otherwise than by the death of the caregiver, an amount of long service leave equal to 1/30th of the period of his/her service since the last accrual of entitlement to long service leave under paragraph (a)(ii)(1).
 - (3) In the case of a caregiver who has completed at least seven years service, but less than fifteen years service and whose employment is terminated for any cause other than serious and wilful misconduct, such amount of long service leave as equals 1/30th of the period of service.

- (b) Service entitling to leave

- (i) Subject to this clause service shall also include all periods during which a caregiver was serving in Her Majesty's Forces or was made available by the employer for National Duty.
- (ii) For the purposes of this Clause the meaning of service and continuous service shall be in accordance with section 22 of the Fair Work Act 2009.

(iii) Every employer shall keep or cause to be kept a long service leave record for each caregiver, containing particulars of service, leave taken and payments made.

(c) Payment in lieu of long service leave on the death of a caregiver

Where a caregiver who has completed at least seven years of service dies while still in the employ of the employer, the employer shall pay to such caregiver's personal representative a sum equal to the pay of such caregiver for 1/30th of the period of the caregiver's continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the caregiver.

(d) Payment for period of leave

(i) Payment to a caregiver in respect of long service leave shall be made in one of the following ways:

(1) In full in advance when the caregiver commences his or her leave; or

(2) At the same time as payment would have been made if the caregiver had remained on duty; in which case payment shall, if the caregiver in writing so requires, be made by cheque posted to a specified address; or

(3) In any other way agreed between the employer and the caregiver.

(ii) Where the employment of a caregiver is for any reason terminated before he or she takes long service leave to which he or she is entitled, or where any long service leave accrues to a caregiver pursuant to (a)(ii)(2) or (a)(ii)(3), the caregiver shall be entitled to payment for such leave as at the date of termination.

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

(e) Taking of leave

(i) When a caregiver becomes entitled to long service leave such leave shall be granted by the employer within six months from the date of the entitlement, but the taking of such leave may be postponed to such date as is mutually agreed, or in default of agreement as is determined

by FWA: provided that no such determination shall require such leave to commence before the expiry of six months from the date of such determination.

- (ii) Any long service leave shall be inclusive of any public holiday occurring during the period when the leave is taken.
- (iii) If the employer and a caregiver so agree:
 - (1) the first six months long service leave to which a caregiver becomes entitled under this determination may be taken in two or three separate periods; and
 - (2) any subsequent period of long service leave to which the caregiver becomes entitled may be taken in two separate periods, but save as aforesaid long service shall be taken in one period.
- (iv) An employer may by agreement with a caregiver grant long service leave to the caregiver before the entitlement to that leave has accrued, provided that such leave shall not be granted before the caregiver has completed ten years service.
- (v) Where the employment of a caregiver who has taken long service leave in advance is subsequently terminated for serious and wilful misconduct before entitlement to long service leave has accrued, the employer may, from whatever remuneration is payable to the worker upon termination, deduct and withhold an amount equivalent to the amount paid to the caregiver in respect of the leave in advance.

(f) Definitions

For the purpose of this clause the following definitions apply:

- (i) Pay means remuneration for a caregiver's normal weekly hours of work calculated at the caregiver's ordinary time rate of pay provided in Appendix 1, at the time the leave is taken or (if they die before the completion of leave so taken) as at the time of their death; and shall include the amount of any increase to the caregiver's ordinary time rate of pay which occurred during the period of leave as from the date such increase operates.
- (ii) Month shall mean a calendar month.

(g) Variations to quantum and payment of leave

- (i) At the request in writing of the caregiver and then by agreement of the Employer, Long Service Leave entitlements may be taken as double the quantum of leave at half pay or half the quantum of leave at double pay.
- (ii) Where the caregiver is considering making such a request, the parties recommend that the caregiver seek independent financial advice as to the relevant taxation implications, if any, prior to making such a request.
- (iii) The Employer will provide to the caregiver in writing an indication of the payment and the tax payable as a result of the caregiver choosing either double the leave at half pay, or double the pay for half the leave option prior to the request by the caregiver being finalised.

34. ACCIDENT PAY

Where an entitlement to accident make-up pay arises under this part any reference to the *Workers Compensation Act 1958* shall be deemed to include a reference to the *Accident Compensation Act 1985*, as amended from time to time and any reference to the *Accident Compensation Act 1985* shall be deemed to include a reference to the *Workers Compensation Act 1958*, as amended from time to time.

(a) Definitions

The words hereunder shall bear the respective definitions set out herein.

(i) Total Incapacity

- (1) In the case of a caregiver who is or deemed to be totally incapacitated within the meaning of the *Workers Compensation Act 1958* (hereinafter referred to as the Act) and arising from an injury covered by this Clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under section 9.1(b)(i) of the Act for the week in question and the total 38 hour weekly rate and weekly over Agreement payment for a day caregiver which would have been payable under this part for the caregiver's normal classification of work for the week in question if she/he had been performing her/his normal duties provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

(ii) Partial incapacity

In the case of a caregiver who is or deemed to be partially incapacitated within the meaning of the *Workers Compensation Act* and arising from an injury covered by this Clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under section 9.1(b)(ii) of the Act for the period in question together with the average weekly amount the caregiver is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the Workers Compensation Board or as agreed between the parties) and the total 38 hour weekly rate and weekly over-agreement payment for a day caregiver which would have been payable under this part for the caregiver's normal classification of work for the week in question if he had been performing his normal duties provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

- (1) The total 38 hour weekly agreement rate and weekly over-agreement payment abovementioned shall be the same as that applying for a total incapacity provided that where a caregiver receives a weekly payment under this section and subsequently such payment is reduced pursuant to section 9.6(l) of the Act such reduction will not increase the liability of the employer to increase the amount of accident pay in respect of that injury.
- (2) For the purposes of the calculation of the total 38 hour weekly agreement rate and weekly over-agreement payment in (a)(i) and (a)(ii) payments made to a caregiver arising from a production incentive earnings scheme (whether arising from a payment by results, task or bonus scheme or however titled) shall not be taken into account.

(iii) Payment for part of a week

Where a caregiver receives accident pay and such pay is payable for incapacity for part of the week the amount shall be direct pro rata.

(iv) Injury shall be given the same meaning and application as applying under the *Workers Compensation Act*, as amended from time to time and no injury shall result in the application of accident pay unless an entitlement exists under the Act.

(v) *Workers Compensation Act* means *Workers Compensation Act 1958*, as amended from time to time, of the State of Victoria.

(b) Qualification for payment

Always subject to the terms of this clause, a caregiver covered by this part shall upon receiving payment of compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the Act be paid accident pay by her/his employer who is liable to pay compensation under the Act, which said liability by the employer for accident pay may be discharged by another person on his behalf, provided that:

- (i) Accident pay shall only be payable to a caregiver whilst such caregiver remains in the employment of the employer by whom she/he was employed at the time of the incapacity and then only for such period as she/he receives a weekly payment under the Act. Provided that if a caregiver on partial incapacity cannot obtain suitable employment from hers/his employer but such alternative employment is available with another employer than the relevant amount of accident pay shall be payable.
 - (1) Provided further that in the case of the termination of employment by an employer of a caregiver who is incapacitated and who except for such termination would be entitled to accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where the termination is due to serious and/or wilful misconduct on the part of the caregiver.
 - (2) In order to qualify for the continuance of accident pay on termination a caregiver shall if required provide evidence to his/her employer of the continuing payment of weekly caregivers compensation payments.
- (c) Accident pay shall not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then subject to (d) and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first two weeks.
 - (i) Provided that as to industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration as provided in section 3 of the Act such injuries or diseases shall not be subject to accident pay unless the caregiver has been employed with the employer at the time of the incapacity for a minimum period of one month.
- (d) Accident pay shall not apply in respect of any injury during the first five normal working days of incapacity.

(i) Provided however that in the case of a Registered Nurse or Mothercraft Nurse who contracts an infectious disease in the course of duty and is entitled to receive workers compensation therefore shall receive accident pay from the first day of the incapacity.

(e) Maximum period of payment

The maximum period or aggregate of periods of accident pay to be made by an employer shall be a total of 39 weeks for any one injury as defined in (a)(iv)

(f) Absences on other paid leave

A caregiver shall not be entitled to payment of accident pay in respect of any period of other paid leave of absence.

(g) Notice of injury

A caregiver upon receiving an injury for which she/he claims to be entitled to receive accident pay shall give notice in writing of the said injury to her/his employer as soon as reasonably practicable after the occurrence thereof provided that such notice may be given by a representative of the caregiver.

(h) Medical examination

(i) In order to receive entitlement to accident pay a caregiver shall conform to the requirements of the Act as to medical examination.

(ii) Where in accordance with the Act a medical referee gives a certificate as to the condition of the caregiver and her/his fitness for work or specifies work for which the caregiver is fit and such work is made available by the employer and refused by the caregiver or the caregiver fails to commence the work. accident pay shall cease from the date of such refusal or failure to commence the work.

(i) Cessation of weekly payments

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

(j) Civil damage claims

(i) A caregiver receiving or who has received accident pay shall advise her/his employer of any action she/he may institute or any claim she/he may make for damages. Further the caregiver shall, if requested, provide an authority to the employer entitling the employer to a charge

upon any money payable pursuant to any judgement or settlement on that injury.

(ii) Where a caregiver obtains a judgement or settlement for damages in respect of an injury for which she/he has received accident pay the employer's liability to pay accident pay shall cease from the date of such judgement or settlement provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the employer the caregiver shall pay to her/his employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

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

(k) Insurance against liability

Nothing in this part shall require an employer to insure against her/his liability for accident pay.

(l) Variations in compensation rates

Any changes in compensation rates under the Act shall not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.

(m) Death of a caregiver

All rights to accident pay shall cease on the death of a caregiver.

(n) Commencement

This clause shall only apply in respect of incapacity arising from an injury occurring or recurring on or after August 1975.

35. TERMINATION OF EMPLOYMENT

- (a) Notice of termination by employer
 - (i) In order to terminate the employment of a caregiver the employer must give to the caregiver 4 weeks notice.
 - (ii) In addition to the notice in (a)(i), caregivers over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.
 - (iii) Payment in lieu of the prescribed notice in (a)(i) and (a)(ii) must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the caregiver working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
 - (iv) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the caregiver's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the caregiver because of the employment continuing during that period. That total must be calculated on the basis of:
 - (1) the caregiver's ordinary hours of work (even if not standard hours); and
 - (2) the amounts ordinarily payable to the caregiver in respect of those hours, including (for example) allowances, loading and penalties; and
 - (3) any other amounts payable under the caregiver's contract of employment.
 - (v) The period of notice in this clause does not apply:
 - (1) in the case of dismissal for serious misconduct;
 - (2) to caregivers engaged for a specific period of time or for a specific task or tasks;
 - (3) to casual caregivers.
- (b) Notice of termination by a caregiver

- (i) The notice of termination required to be given by a caregiver is the same as that required of an employer, save and except that there is no requirement on the caregiver to give additional notice based on the age of the caregiver concerned.
- (ii) If a caregiver fails to give the notice specified in (a)(i) the employer has the right to withhold monies due to the caregiver to a maximum amount equal to the amount the caregiver would have received under (a)(iv).
- (c) Job search entitlement

Where an employer has given notice of termination to a caregiver, a caregiver shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the caregiver after consultation with the employer.

36. EXAMINATION LEAVE

- (a) A caregiver shall be granted leave with full wages in order to attend examinations necessary to obtain a higher qualification as defined in this Agreement. Provided that such examinations are held within the Commonwealth of Australia.
- (b) The amount of such leave shall be sufficient to allow the caregiver:
 - (i) to proceed to and from the place of examination; and
 - (ii) in addition, to allow three clear days prior to the oral examination and either three clear days or three single days prior to the written papers with a maximum of six days pre-examination study leave in any calendar year;
- (c) A Trainee Pharmacist shall be granted one clear day pre-examination study leave with full wages and paid sufficient time to allow the caregiver to proceed to and from the place of examination to attend the Pharmacy (VI) final examinations.
- (d) Any leave granted under the provision of this clause shall be in addition to the provisions of clause-Annual leave.
- (e) A part-time caregiver will be entitled to such leave on a pro-rata basis.

37. PROFESSIONAL DEVELOPMENT/ CONFERENCE LEAVE

- (a) The parties to this Agreement recognize that there is a shared responsibility for

professional development and in the maintenance of knowledge and skills of caregivers.

- (b) All caregivers will be entitled to claim a professional development allowance of up to \$1000 for each twelve month period (not including periods of unpaid leave) from the date of this agreement and is available to employees who have completed at least 12 months continuous service. Access to this allowance will be based on approved and relevant courses conferences and seminars which will result in the development of relevant skills and knowledge. Caregivers will be reimbursed for the costs of such attendances on production of an official invoice and receipt for said attendances.
- (b) All caregivers are entitled to up to five (5) days professional development leave per calendar year in addition to other prescribed leave entitlements. A part-time caregiver will be entitled to such leave on a pro-rata basis.
- (c) Professional development leave is to be taken within each calendar year and is not cumulative.
- (d) An application for this leave, nominating the preferred date(s) will be made in writing to the Manager providing a brief description of the nature of the professional development activity to be undertaken.
- (e) The application must be made at least six (6) weeks prior to the requested date(s) and will be approved by the Chief/ Manager unless there are exceptional circumstances that exist that justify non-approval. The applicant will be notified in writing if the leave is approved or not within seven (7) days of the request being made. If leave is not granted the reasons will be included in the notification.
- (f) Leave pursuant to this Clause does not accumulate from year to year.
- (g) In-service education is also provided. Attendance at in-service education sessions nominated by the employer to be of a compulsory nature will be paid.

38. TRAVELLING TRANSPORT AND FARES

- (a) A caregiver who is recalled to work outside the normal working hours (provided such work is not continuous with a rostered period of duty) and who uses his or her vehicle for transport to a place of work shall be paid in accordance with the RACV rates.
- (b) Any caregiver so recalled who does not use his or her vehicle shall be provided, at the expense of the employer, with a hire car or taxi, for the inward and return journeys.

- (c) Should any caregiver be required to use his or her vehicle during normal working hours on employer business, the caregiver shall receive such allowance for mileage as is granted in (a).
- (d) A caregiver on rostered shifts who is required to use public transport to journey to or from work between 9.00 p.m. and 7.00 a.m. shall be provided with transport (taxi or hire car) if no public transport is available for the inward and/or outward journey. The employer shall be responsible for the payment of such transport.

39. UNIFORMS AND CLOTHING

- (a) The employer shall make available at the employer's expense an adequate number of suitable laboratory coats for each caregiver employed in a laboratory. Pharmacists shall be provided with a minimum of two washable coats per week. Such coats shall remain the property of the employer and shall be laundered free of cost to the caregiver.

Where a locum pharmacist is required to provide his or her own coat, the employer shall arrange the laundering free of cost to the caregiver.

- (b) Where a caregiver in the course of his or her employment suffers any damage to or soiling of clothing or other personal effects (excluding female hosiery), the employer shall be liable for the replacement, repair or cleaning of such clothing or personal effects, provided that immediate notification is given of such damage or soiling. This clause shall not apply in the case where the damage or soiling is occasioned by the negligence of the caregiver.

40. REDUNDANCY

Discussion before Termination

- (a) Where the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on caregivers of the Employer, the Employer shall consult with affected caregivers in accordance with the consultation regarding change provision of this Agreement.

Transfer to lower paid duties

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

Severance pay

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

Period of Continuous Service	Redundancy Payment
Less than 1 year	Nil
1 year but less than 2 years	4 weeks
2 years but less than 3 years	6 weeks
3 years but less than 4 years	7 weeks
4 years but less than 5 years	8 weeks
5 years but less than 6 years	10 weeks
6 years but less than 7 years	12 weeks
7 years but less than 8 years	14 weeks
8 years but less than 9 years	16 weeks
9 years but less than 10 years	18 weeks
10 years but less than 11 years	20 weeks
11 years but less than 12 years	22 weeks
12 years but less than 13 years	24 weeks
13 years but less than 14 years	26 weeks
14 years but less than 15 years	28 weeks
15 years and over	30 weeks

Definitions

- (d) "Week's pay" means the ordinary time rate of pay for the caregiver concerned.

Caregiver Leaving During Notice Period

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

Alternative Employment

- (f) Where the Employer offers the Caregiver acceptable alternative employment no severance payment is payable, in accordance with the provisions of the Fair Work Act.

Time off Period of Notice

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

Caregivers with Less Than One Year's Continuous Service

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

Caregivers Exempted

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

41. DAYLIGHT SAVING

If a caregiver works on a shift during the daylight saving change over period, that caregiver will be paid at ordinary time or the applicable shift rate for the actual hours worked.

42. SALARY PACKAGING PROCEDURE

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

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

43. CHANGE OF SHIFT ALLOWANCE

- (a) In the case of a caregiver who changes from working on one shift to working on another shift the time of commencement of which differs by four hours or more than from that of the first she/he shall be paid an amount equal to 4% of the allowance rate on the occasion of each such change in addition to any amount payable under the preceding provisions of this clause. The change of shift allowance provided for under the Agreement is not payable to Caregivers in the following circumstances:
 - Where the caregiver agrees to a request from another caregiver or caregivers for a change in the shift.
 - Where there is an intervening period of 48 hours or more off duty inclusive of leave, weekends, accrued days off, rostered days off and public holidays (including substituted days off).
 - Where the commencement times of shifts change by mutual agreement between the caregiver and SJGHC.

44. FLEXIBILITY ARRANGEMENTS

- (a) The Employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (i) the agreement deals with 1 or more of the following matters:
 - (1) arrangements about when work is performed;
 - (2) overtime rates;
 - (3) penalty rates;
 - (4) allowances;
 - (5) leave loading; and
 - (ii) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (i); and

- (iii) The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- (b) The employer must ensure that the terms of the individual flexibility arrangement:
- (i) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (ii) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- (c) The employer must ensure that the individual flexibility arrangement:
- (i) is in writing; and
 - (ii) includes the name of the employer and employee; and
 - (iii) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (iv) includes details of:
 - (1) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (2) how the arrangement will vary the effect of the terms; and
 - (3) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (v) states the day on which the arrangement commences.
- (d) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The employer or employee may terminate the individual flexibility arrangement:
- (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the employer and employee agree in writing — at any time.

45. REPRESENTATIVE LEAVE

- (a) Leave to attend trade union and union delegate courses/seminars shall be as follows:
- (i) To a maximum of 3 days per year (1 January to 31 December) for each Hospital for the totality of all applications of paid trade union, union

delegate training leave, attendance at union conferences, meetings and courses provided that:

- (1) the scope, content and level of the courses are directed to the enhancement of the operation of the settlement of dispute/dispute settlement procedure/s;
 - (2) that two weeks period of notice is provided to the employer;
 - (3) the approval of leave must have regard to the operational requirements of the employer;
 - (4) this leave shall be paid at the ordinary time rate of pay.
- (b) Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.

46. PAID EMERGENCY SERVICES LEAVE

At the discretion of the employer, whose discretion will be exercised on the basis of operational requirements and what is reasonable in a particular circumstance, the employer will facilitate an employee who is a member of a voluntary emergency relief organization such as the, Country Fire Authority, Red Cross, St John Ambulance and the State Emergency Service to be released from normal duty without loss of pay (up to a maximum of three shifts per year) to assist in regard to a critical incident where a local emergency situation arises that requires the attendance of the employee.

SCHEDULE 1: EMPLOYMENT CLASSIFICATIONS

1. Scientist - Grade I

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

Provided that:

- (a) A scientist who holds or is qualified to hold the degree of Bachelor of Applied Science Honours or Bachelor of Science Honours (4-year course) shall be entitled to be classified as a "Scientist - Grade I, 2nd year of experience after qualification.
- (b) A scientist who holds or is qualified to hold the degree of Master of Applied Science or Master of Science shall be entitled to be classified as a "Scientist - Grade I, 3rd year of experience after qualification", provided further that a scientist so classified shall not be entitled to the higher qualification payment prescribed in this Agreement for a further period of two years; and
- (c) A scientist who is a Fellow of the Australian Institute of Medical Laboratory Scientists or is qualified to hold a degree of Doctor of Philosophy shall be entitled to be classified as a "Scientist - Grade I, 5th year of experience after qualification", provided further that a scientist so classified shall not be entitled to the higher qualification payment prescribed in this Agreement for a further period of two years.

2. Scientist - Grade II

A scientist who:

- (a) has at least 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
- (b) 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; or
- (c) is a deputy to a grade III scientist.

Provided that a "Scientist Grade I - 6th year of experience and thereafter" appointed to this grade shall be paid at the "Scientist Grade II - 2nd year after appointment" rate.

A scientist performing out of hours work and doing so alone and unsupervised shall be classified at not less than grade II for the period of time so worked.

3. Scientist - Grade III

A scientist who -

- (a) is a deputy to a grade IV scientist, or
- (b) has been qualified (as defined) for at least 10 years and is engaged on specialised scientific work of a research or developmental nature.

4. Scientist - Grade IV

A scientist who:

- (a) is a senior specialist having advanced professional knowledge and extensive experience regularly engaged in dealing with highly complex problems in an aspect of scientific work.

5. Scientist - Grade V

A Scientist who is appointed as a senior principal research scientist. He/she is required to have an international reputation of a high order in a significant field of research as made evident by his/her published contributions in the field as recognised by his/her peers in the international scientific community.

Dietitians

6. Dietitian Grade 1

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

Provided that:

- (a) A qualified dietitian who first commences employment on or after 25 April 1983, shall commence on the rate of Dietitian Grade I, 2nd year of experience after qualification;
- (b) A dietitian who holds or is qualified to hold the degree of Bachelor of Science with Honours shall be entitled to commence on the rate of Dietitian Grade I, 3rd year of experience after qualification;
- (c) A dietitian who holds or is qualified to hold the degree of Master of Science shall be entitled to commence on the rate of Dietitian Grade I, 4th year of experience after qualification, provided further that such dietitian shall not be entitled to the higher qualification payment prescribed in this Agreement for a further period of two years;

- (d) A dietitian who holds or is qualified to hold the degree of Doctor of Philosophy shall be entitled to commence on the rate of Dietitian Grade I, 5th year of experience after qualification, provided further that such dietitian shall not be entitled to the higher qualification payment prescribed in this Agreement for a further period of two years.

7. Dietitian Grade 2

A dietitian appointed to this grade who:

- (a) Is in charge of a major section of a department recognised by the employer; or
- (b) Supervises dietetic students; or
- (c) Is employed on work which in the opinion of the dietitian in charge, or in the opinion of the manager in the case of a day hospital, requires special knowledge or depth of experience in clinical nutrition, nutrition education, health promotion, nutritional support or rehabilitation.

8. Dietitian Grade 3

A dietitian appointed to this grade, with additional responsibilities, ie:

- (a) A dietitian with at least seven years experience, possessing specific knowledge in a branch of nutrition or dietetics and working in an area that requires high levels of specialist knowledge as recognised by the employer. Parameters of this position would include some of the following: consultative role, lecturing in a dietetic/nutrition speciality, teaching under- graduates and/or post-graduate students and providing education to staff from other disciplines.

Psychologists

9. Psychologist Grade I

A person who has completed studies but it not yet registered, employed as a psychologist or probationary psychologist under supervision, complying with the code of ethics and legal requirements of the psychology profession.

10. Psychologist Grade II

A person registered or fully eligible to be registered as a psychologist, not requiring supervision, and not supervising other psychologists.

11. Psychologist Grade III

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

12. Psychologist Grade IV

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

Pharmacists

13. Pharmacist - Grade 1 (after registration)

A person who has completed studies and is registered, employed as a pharmacist.

Provided that any employee who holds the degree of Master of Science or Master of Pharmacy of the Victorian College of Pharmacy, or its equivalent as recognised by the Victorian College of Pharmacy shall be entitled to be classified as a "Pharmacist grade 1 - 3rd year of experience after registration".

14. Pharmacist — Grade 2 (on appointment)

A Pharmacist appointed as such or is an employee who is entitled to be classified at least as, or higher than, a "Pharmacist grade 1 - 2nd year of experience after registration" who has additional responsibilities, e.g.:

- (a) teaching Pharmacy Students or Trainees;
- (b) is employed on work which in the opinion of the Director of Pharmacy, as defined, requires special knowledge or depth of experience, e.g.: in ward pharmacy, oncology, specialised manufacturing, drug information, formal clinical trials, outpatient counselling, or areas of equivalent nature.

Provided that a "Pharmacist grade 1 - 5th year of experience and thereafter" appointed to this grade shall be paid at the "Pharmacist grade 2 - 2nd year" rate.

15. Pharmacist — Grade 3 (on appointment)

A Pharmacist appointed as such, the functions of the grade 3 Pharmacist position are as follows:

- (a) organise, coordinate and supervise the day-to-day work of the section;
- (b) advise the Director of Pharmacy on matters relating to the section to assist in revising work procedures as required;

- (c) organise, plan and implement training programs for new staff, and for pharmacy trainees and students in the section;
- (d) communicate and liaise with medical, nursing and other professional staff on matters relating to the section;
- (e) ensure legislative requirements, accreditation standards and other relevant guidelines relating to the section are being met;
- (f) organise and implement a structured quality assurance program for the section;
- (g) attend meetings, lectures, etc. relevant to the work of the section;
- (h) organise and implement a continuing education program for pharmacy and other hospital staff in the section;
- (i) assist in implementing policy in the section;
- (j) establish and maintain a policies and procedures manual for the section;
- (k) ensure continuity of personnel for the operation of the section;
- (l) participate actively in the Department's staff meetings;
- (m) assist in clinical trials and research work in which the section is involved;
- (n) provide lectures on the activities of the section to pharmacy and other hospital staff;
- (o) assist with inventory control and purchasing;
- (p) maintain contemporary knowledge relevant to the section;
- (q) supervise the preparation and presentation of workload statistics for the section;
- (r) provide an after-hours service for the section.

16. Pharmacist in Charge (on appointment)

Applies if the pharmacist is the only pharmacist employed or is a pharmacist in charge of a pharmacy department where the total aggregate ordinary hours worked by the other pharmacists (if any) is not equal to and is less than 38 hours per week

17. Deputy Director of Pharmacy

A Deputy Director of Pharmacy however titled, is a Pharmacist who is appointed as a deputy to the Director of Pharmacy as defined, and will deputise for the Director in periods of absences as required.

18. Director of Pharmacy

A Director of Pharmacy, however titled, is a Pharmacist who is appointed as the Pharmacist in charge of a pharmacy Department.

APPENDIX 1 –WAGE RATE SCHEDULE

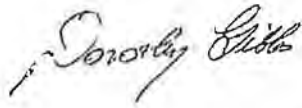
	Current Rate	FFPOA 01.04.16	FFPOA 01.04.17	FFPOA 01.04.18	FFPOA 01.04.19
	\$	3.25%	3.0%	3.0%	3.25%
Psychologists					
GRADE 1					
1st Year	963.05	994.35	1,024.18	1,054.90	1,089.19
2nd Year	1,011.50	1,044.37	1,075.70	1,107.98	1,143.99
3rd Year	1,070.25	1,105.03	1,138.18	1,172.33	1,210.43
4 th Year	1,153.75	1,191.25	1,226.98	1,263.79	1,304.87
5 th Year	1,214.60	1,254.07	1,291.70	1,330.45	1,373.69
6 th Year	1,271.30	1,312.62	1,352.00	1,392.56	1,437.81
7 th Year	1,339.40	1,382.93	1,424.42	1,467.15	1,514.83
8 th Year	1,401.30	1,446.84	1,490.25	1,534.95	1,584.84
GRADE 2					
1 st Year	1,430.80	1,477.30	1,521.62	1,567.27	1,618.20
2 nd Year	1,474.50	1,522.42	1,568.09	1,615.14	1,667.63
3 rd Year	1,517.85	1,567.18	1,614.20	1,662.62	1,716.66
4 th Year	1,630.20	1,683.18	1,733.68	1,785.69	1,843.72
5 th Year	1,646.80	1,700.32	1,751.33	1,803.87	1,863.50
GRADE 3					
1 st Year	1,647.50	1,728.92	1,780.79	1,834.21	1,893.82
2 nd Year	1,735.25	1,791.65	1,845.39	1,900.76	1,962.53
3 rd Year	1,798.45	1,856.90	1,912.61	1,969.98	2,034.01
4 th Year	1,880.25	1,941.36	1,999.60	2,059.59	2,126.52
GRADE 4					
1 st Year	1,884.40	1,945.64	2,004.01	2,064.13	2,131.22
2 nd Year	1,953.50	2,016.99	2,077.50	2,139.82	2,209.37
3 rd Year	2,045.60	2,112.08	2,175.44	2,240.71	2,313.53
4 th Year	2,130.90	2,200.15	2,266.16	2,334.14	2,410.00
5 th Year	2,256.85	2,330.20	2,400.10	2,472.11	2,552.45
Pharmacist					
GRADE 1					
1 st Year	1,077.45	1,112.47	1,145.84	1,180.22	1,218.57
2 nd Year	1,140.80	1,177.88	1,213.21	1,249.61	1,290.22
3 rd Year	1,250.45	1,291.09	1,329.82	1,369.72	1,414.23
4 th Year	1,312.95	1,355.62	1,396.29	1,438.18	1,484.92
5 th Year	1,379.45	1,424.28	1,467.01	1,511.02	1,560.13
GRADE 2					
1 st Year	1,421.10	1,467.29	1,511.30	1,556.64	1,607.23
2 nd Year	1,434.55	1,481.17	1,525.61	1,571.38	1,622.45
3 rd Year	1,505.55	1,554.48	1,601.11	1,649.15	1,702.75
4 th Year	1,659.90	1,713.85	1,765.26	1,818.22	1,877.31
GRADE 3					
1 st Year	1,692.95	1,747.97	1,800.41	1,854.42	1,914.69
2 nd Year	1,752.30	1,809.25	1,863.53	1,919.43	1,981.81
3 rd Year	1,799.00	1,857.47	1,913.19	1,970.59	2,034.63
4 th Year	1,916.00	1,978.27	2,037.62	2,098.75	2,166.96
Deputy Director					
Deputy Director	1,929.35	1,992.05	2,051.82	2,113.37	2,182.05
Director					
Director	2,124.00	2,193.03	2,258.82	2,326.59	2,402.20
Pharmacist in Charge					
Group 5	2,279.85	2,353.95	2,424.56	2,497.30	2,578.46

Dietitians					
GRADE 1					
1 st Year	1,036.95	1,070.65	1,102.77	1,135.85	1,172.77
2 nd Year	1,076.60	1,111.59	1,144.94	1,179.29	1,217.61
3 rd Year	1,165.55	1,203.43	1,239.53	1,276.72	1,318.21
4 th Year	1,238.20	1,278.44	1,316.79	1,356.30	1,400.38
5 th Year	1,322.70	1,365.69	1,406.66	1,448.86	1,495.95
6 th Year	1,406.55	1,452.26	1,495.83	1,540.71	1,590.78
7 th Year	1,472.55	1,520.41	1,566.02	1,613.00	1,665.42
GRADE 2					
1 st Year	1,472.55	1,520.41	1,566.02	1,613.00	1,665.42
2 nd Year	1,509.05	1,558.09	1,604.84	1,652.98	1,706.70
3 rd Year	1,556.60	1,607.19	1,655.41	1,705.07	1,760.48
4 th Year	1,682.80	1,737.49	1,789.62	1,843.30	1,903.21
GRADE 3					
1 st Year	1,695.35	1,750.45	1,802.96	1,857.05	1,917.41
2 nd Year	1,754.50	1,811.52	1,865.87	1,921.84	1,984.30
3 rd Year	1,812.00	1,870.89	1,927.02	1,984.83	2,049.33
4 th Year	1,979.25	2,043.58	2,104.88	2,168.03	2,238.49
Medical Scientist					
GRADE 1					
1 st Year	1,019.85	1,053.00	1,084.58	1,117.12	1,153.43
2 nd Year	1,094.50	1,130.07	1,163.97	1,198.89	1,237.86
3 rd Year	1,187.80	1,226.40	1,263.20	1,301.09	1,343.38
4 th Year	1,270.40	1,311.69	1,351.04	1,391.57	1,436.80
5 th Year	1,333.40	1,376.74	1,418.04	1,460.58	1,508.05
6 th Year	1,401.30	1,446.84	1,490.25	1,534.95	1,584.84
7 th Year	1,467.35	1,515.04	1,560.49	1,607.30	1,659.54
GRADE 2					
1 st Year	1,467.35	1,515.04	1,560.49	1,607.30	1,659.54
2 nd Year	1,481.25	1,529.39	1,575.27	1,622.53	1,675.26
3 rd Year	1,554.45	1,604.97	1,653.12	1,702.71	1,758.05
4 th Year	1,713.80	1,769.50	1,822.58	1,877.26	1,938.27
GRADE 3					
1 st Year	1,748.00	1,804.81	1,858.95	1,914.72	1,976.95
2 nd Year	1,809.25	1,868.05	1,924.09	1,981.81	2,046.22
3 rd Year	1,857.50	1,917.87	1,975.40	2,034.67	2,100.79
4 th Year	1,979.25	2,043.58	2,104.88	2,168.03	2,238.49
GRADE 4					
1 st Year and 2 nd Year	2,048.80	2,115.39	2,178.85	2,244.21	2,317.15
3 rd Year and 4 th Year	2,157.85	2,227.98	2,294.82	2,363.66	2,440.48
5 th Year	2,376.95	2,454.20	2,527.83	2,603.66	2,688.28
GRADE 5	2,908.40	3,002.92	3,093.01	3,185.80	3,289.34
Director	3,004.60	3,102.25	3,195.32	3,291.18	3,398.14
Deputy Director	2,681.35	2,768.49	2,851.55	2,937.10	3,032.55
Principal	2,681.35	2,768.49	2,851.55	2,937.10	3,032.55

APPENDIX B: HOSPITALS COVERED BY THIS AGREEMENT

St John of God Hospital Ballarat
St John of God Hospital Bendigo
St John of God Hospital Berwick
St John of God Hospital Geelong
St John of God Frankston Rehabilitation Hospital
St John of God Pinelodge Clinic
St John of God Hospital Warrnambool

I am authorised to sign this Agreement on behalf of ST JOHN OF GOD HEALTHCARE INC.



Dorothy Gibbs _____

SIGNATURE

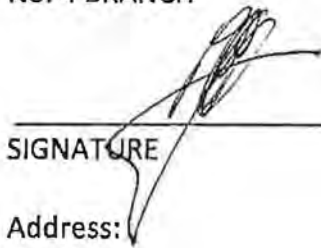
PRINT NAME AND TITLE

Address:

Date

14/10/15

I am authorised to sign this Agreement on behalf of the HEALTH SERVICES UNION VICTORIA
No. 4 BRANCH



SIGNATURE

Paul Elliott / secretary

PRINT NAME AND TITLE

Address:

Date *14-10-2015*