



CALVARY HEALTH CARE

**TASMANIA - PRIVATE
HOSPITALS**

**HEALTH PROFESSIONALS AND
SUPPORT SERVICES**

ENTERPRISE AGREEMENT

2022

EMPLOYEES

ENTERPRISE AGREEMENT

1. ARRANGEMENT

The Agreement is arranged as follows:

<u>Subject Matter</u>	<u>Page No.</u>
HEALTH PROFESSIONALS AND SUPPORT SERVICES EMPLOYEES	1
1. ARRANGEMENT	2
Part 1 – Application and Operation	4
2. NAME OF THE AGREEMENT	4
3. DEFINITIONS	4
4. COVERAGE	6
5. SCOPE OF THE AGREEMENT	6
6. DATE AND PERIOD OF OPERATION	6
7. RELATIONSHIP TO NATIONAL EMPLOYMENT STANDARDS	6
8. FLEXIBILITY ARRANGEMENT	6
9. FLEXIBLE WORKING ARRANGEMENTS	8
Part 2 – Consultation and Dispute Resolution	9
10. CONSULTATION REGARDING CHANGE	9
11. DISPUTE RESOLUTION PROCEDURE	11
12. CONSULTATIVE COMMITTEE	11
Part 3 – The Employment Relationship	12
13. COMMENCING EMPLOYMENT	12
14. EMPLOYMENT CATEGORIES	12
Part 4 – Hours of Work and Rostering	15
15. HOURS OF WORK	15
16. ROSTERS	17
17. SHIFT WORK	18
18. SATURDAY AND SUNDAY WORK	18
19. BREAKS	19
20. OVERTIME	20
21. OVERTIME MEAL	21
22. ON CALL ARRANGEMENTS	22
23. CHILD CARE REIMBURSEMENT COSTS	22
Part 5 – Wages and Related Matters	23
24. WAGES	23
25. PAYMENT OF WAGES	23
26. OVERPAYMENTS	23
27. UNDERPAYMENTS	24
28. SUPERANNUATION	24
29. SALARY SACRIFICE/ PACKAGING ARRANGEMENT	25
30. HIGHER DUTIES AND MULTIPLE ASSIGNMENTS	26
31. MEAL ALLOWANCE	27
32. TRAVELLING AND FARES	27
33. UNIFORMS AND PROTECTIVE CLOTHING	27
34. PROTECTIVE CLOTHING AND SAFETY APPLIANCES	27
35. REGRADING	28
Part 5 - Leave and Public Holidays	29
36. ANNUAL LEAVE	29
37. PURCHASED LEAVE	32
38. PERSONAL/CARER'S LEAVE	33
39. COMPASSIONATE LEAVE	34
40. PUBLIC HOLIDAYS	35
41. PARENTAL LEAVE	36
42. LONG SERVICE LEAVE	39
43. PROFESSIONAL DEVELOPMENT	39
44. MANDATORY TRAINING	40
45. REPRESENTATIVES LEAVE	41

46.	CEREMONIAL LEAVE	41
47.	LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE	42
48.	EMERGENCY SERVICES LEAVE	43
49.	JURY SERVICE	44
	Part 6 – Ending Employment	45
50.	REDUNDANCY	45
51.	TERMINATION OF EMPLOYMENT	47
	SCHEDULE 1: CLASSIFICATIONS	50
	SCHEDULE 2: WAGES SCHEDULE	67
	SCHEDULE 3 PRINCIPLES FOR ROSTERING	74
	SCHEDULE 4 SUPPORTED WAGE SYSTEM	75

Part 1 – Application and Operation

2. NAME OF THE AGREEMENT

This agreement shall be known as the *Calvary Health Care – Tasmania Private Hospitals – Health Professionals and Support Services Employees Enterprise Agreement 2022* (“**the Agreement**”).

3. DEFINITIONS

In this Agreement, unless the contrary intention appears:

- (a) “**Afternoon shift**” means any shift terminating after 6.00pm and at or before midnight.
- (b) “**Agreement**” means the Calvary Health Care – Tasmania Private Hospitals - Health Professionals and Support Services Employees Enterprise Agreement 2022.
- (c) “**Casual Employee**” means a person who either relieves a full-time or part-time Employee; or is engaged on an irregular basis for specific duties.
- (d) “**Day shift**” means a shift worked between the hours of 6.00am and 6.00pm but does not include an Employee working on Saturday or Sunday.
- (e) “**Day worker**” means an Employee whose weekly ordinary hours of work are performed between the period of 6.00am and 6.00pm on the days Monday to Friday inclusive– appointed as such in writing by the Employer.
- (f) “**Employer**” means Calvary Health Care Tasmania Ltd (ABN 291 299 267 90)
- (g) “**Employee**” means persons employed in the classifications listed at Schedule 1 by the Employer in its hospital operations in the State of Tasmania.
- (h) “**Full-time Employee**” means a person engaged to work for 38 ordinary hours per week in accordance with clause 14(a).
- (i) “**FWC**” means the Fair Work Commission, the statutory body established under the Fair Work Act or any successor organisation established under Commonwealth legislation which performs the functions of conciliation and arbitration.
- (j) “**HACSU**” means the Health Services Union Tasmania Branch
- (k) “**Night shift**” means any shift commencing after 6.00 pm and finishes after midnight; or a shift that finishes on the day after it commenced at or before 6.00am.
- (l) “**NES**” means National Employment Standards.
- (m) “**Ordinary Rate** ” means the base rate of pay for the Employee’s classification as set out at Schedule 2 of the Agreement, but does not include overtime penalty rates, allowances, loadings, shift penalties, incentives, bonuses and other ancillary payments of a like nature.
- (n) “**Part-time Employee**” means an Employee, other than a full-time Employee or casual Employee, engaged to work regularly in each pay period for less hours than an equivalently classified full-time Employee.

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- (o) **“Roster”** means a documented arrangement setting out clearly the names of the Employees required to work in accordance with such roster, the days, dates and hours during which each Employee is required to attend for duty.
- (p) **“Shift worker”** means an Employee other than a day worker, excluding for the purposes of eligibility for the additional annual leave in accordance with clause 36.
- (q) **“Superannuation Law”** means any requirement under the Superannuation Industry (Supervision) Act 1993 (Cth), Superannuation Industry (Supervision) Regulations 1994 (Cth), Superannuation Guarantee (Administration) Act 1992 (Cth), Superannuation Guarantee (Administration) Regulations 1993 (Cth), Superannuation Guarantee Charge Act 1992 (Cth), and any other present or future legislation which the Employer must comply with to satisfy its superannuation obligations to the Employees.
- (r) **“Year of service”** for the purposes of pay point progression shall mean:
- (1) For all employees (excluding grand-parented employees) - 1976 hours of actual service with the Employer, including public holidays, paid annual leave, and paid personal leave. The Agreement prescribes new pay point increments which come into effect from the date this Agreement comes into operation, as set out at Schedule 2 (**New Pay Point Increments**). For clarity, if an Employee progresses to a New Pay Point Increment from the date this Agreement comes into operation, the Employee must undertake 1976 hours of actual service in the New Pay Point to be eligible to process to the next pay point.
- (2) For grand-parented employees only - 1950 hours of actual service with the Employer including public holidays, paid annual leave, and paid personal leave. A grand-parented employee is an employee employed before the date this Agreement came into operation, who was classified as a full-time employee engaged to work a 37.5 hour week and on or after the date the Agreement comes into operation continues to be engaged to work a 37.5 hour week. This grand-parent provision will cease to apply if an employee subsequently agrees to vary their contracted hours.
- (s) **“Fair Work Act”** shall mean the *Fair Work Act 2009*, as amended.
- (t) **“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 (including a foster parent and legal guardian), 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.
- (v) **“child”** means a child or an adult child (including an adopted child, a step
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child, a foster child or an ex nuptial child).

4. COVERAGE

The Agreement shall cover:

- (a) Calvary Health Care Tasmania (A.B.N. 291 299 267 90), with regards to its hospital operations in the State of Tasmania (**the Employer**).
- (b) Health Professionals and Support Services Employees as classified in Schedule 1 employed by the Employer.
- (c) HACSU, provided written notice is given in accordance with section 183(1) of the Fair Work Act and the Fair Work Commission notes in the decision to approve this Agreement that this Agreement covers HACSU.

5. SCOPE OF THE AGREEMENT

The Agreement contains all the terms and conditions of employment for Employees covered by the Agreement and shall apply to Employees employed by the Employer.

This Agreement, once it comes into operation, will replace:

- (a) the *Calvary Health Care Tasmania Hospital Staff Enterprise Agreement 2019* (AE504934); and
- (b) to the extent permitted by law, other laws, awards, agreements (whether registered or unregistered), custom and practice and like instruments or arrangements with the exception of individual flexibility arrangements.

6. DATE AND PERIOD OF OPERATION

This Agreement shall commence operation from the 7th day after the Agreement is approved by the FWC and shall remain in force until the nominal expiry date of 1 September 2024 and thereafter in accordance with the Fair Work Act.

The parties undertake to commence discussions regarding a new Agreement no later than six months prior to the expiry date of the Agreement.

7. RELATIONSHIP TO NATIONAL EMPLOYMENT STANDARDS

Entitlements in accordance with the NES are provided for under the Fair Work Act. Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Fair Work Act are more favourable to an Employee 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 Employee. The provisions in this Agreement otherwise apply.

8. FLEXIBILITY ARRANGEMENT

- (a) The Employer and an 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:

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- (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 (a)(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; and
 - (ii) are not unlawful terms under section 194 of the Fair Work Act; 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.
- (f) The relevant Employee may appoint a representative for the purposes of the procedures in this term. A representative may include HACSU.

9. FLEXIBLE WORKING ARRANGEMENTS

The NES provides particular Employees with an entitlement to request a flexible working arrangement. In addition to the NES, if the Employer does not agree to the Employee's request, the Employer must discuss the request with the Employee to better understand the Employee's circumstances and then the Employer must provide available counter-proposals to the Employee in writing. Any agreed arrangement must be recorded in writing.

Part 2 – Consultation and Dispute Resolution

10. CONSULTATION REGARDING CHANGE

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

Major change

- (b) For a major change referred to in (a)(i):
 - (i) the Employer must notify the relevant employees of the decision to introduce the major change; and
 - (ii) subclauses (c) to (i) apply.
- (c) The relevant Employees may appoint a representative for the purposes of the procedures in this term. A representative may include HACSU.
- (d) If:
 - (i) a relevant Employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the Employee or employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

- (e) As soon as practicable after making its decision, the Employer must:
 - (i) discuss with the relevant Employees:
 - (1) the introduction of the change; and
 - (2) the effect the change is likely to have on the Employees; and
 - (3) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (ii) for the purposes of the discussion--provide, in writing, to the relevant employees:
 - (1) all relevant information about the change including the nature of the change proposed; and
 - (2) information about the expected effects of the change on the employees; and
 - (3) any other matters likely to affect the employees.
- (f) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

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- (g) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
 - (h) If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in (b)(i) and subclauses (c) and (e) are taken not to apply.
 - (i) In this term, a major change is **likely to have a significant effect on employees** if it results in the termination of the employment of Employees; or major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; 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 Employees; or the need to relocate employees to another workplace; or the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (j) For a change referred to in (a)(ii):
 - (i) the Employer must notify the relevant Employees of the proposed change; and
 - (ii) subclauses (k) to (o) apply.
- (k) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (l) If:
 - (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (ii) the Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

- (m) As soon as practicable after proposing to introduce the change, the Employer must:
 - (i) discuss with the relevant Employees the introduction of the change; and
 - (ii) for the purposes of the discussion--provide to the relevant Employees:
 - (1) all relevant information about the change, including the nature of the change; and
 - (2) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (3) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - (iii) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (n) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

(o) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

(p) In this term:

"relevant Employees" means the Employees who may be affected by a change referred to in (a).

11. 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 Employee or Employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the Employee or Employees 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 the FWC 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/ status quo before the grievance arose unless an Employee has a reasonable concern about an imminent risk to their health or safety.

(e) If arbitration is necessary the FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.

(f) For the avoidance of doubt, Employee grievances are included in the matters to be dealt with in accordance with the dispute resolution procedure of the Agreement.

12. CONSULTATIVE COMMITTEE

The Consultative Committee operates in accordance with the agreed terms of reference and meets quarterly. The matter of workloads and work practices are standing items for each meeting.

Part 3 – The Employment Relationship

13. COMMENCING EMPLOYMENT

Each Employee will:

- (a) be employed on either a full-time, part-time or casual basis in accordance with the terms of this Agreement;
- (b) at the time of engagement, be informed in writing by the Employer whether they are employed on a full-time, part-time or casual basis, and their classification, minimum contracted hours to be worked in each fortnight or 4-week period (excluding casuals), and the name of the applicable employment instrument.

14. EMPLOYMENT CATEGORIES

(a) Full-time Employees

A full-time Employee is one who is engaged to work 38 hours per week or an average of 38 hours per week pursuant to Clause 15 - Hours of Work.

(b) Part-time Employees

- (i) A part-time Employee is an Employee who is engaged to work less than an average of 38 ordinary hours per week and whose hours of work are reasonably predictable. The terms of this Agreement will apply on a pro rata basis to part-time Employees on the basis that the ordinary weekly hours for full-time Employees are 38.

- (ii) Before commencing part-time employment, the Employer and Employee will agree in writing:

- (1) the span of hours that the Employee may be rostered within a fortnight or 4-week period. This span of hours will include which shifts the Employee may be rostered to work; and
- (2) the days of the week the Employee may be rostered to work within a fortnight; and
- (3) the agreed minimum number of contracted hours to be worked per fortnight or 4-week period.

The terms of the agreement may be varied by agreement and recorded in writing.

- (iii) Notwithstanding the overtime provisions prescribed at Clause 20 of the Agreement, a part time Employee may agree to work in excess of their rostered ordinary hours at the Ordinary Rate, provided that:

- (1) all time worked by a part-time Employee which exceeds the daily ordinary hours limit at clause 15(b) or 76 hours per fortnight will be paid at the applicable overtime rate set out in this Agreement.
- (2) No part-time Employee shall be directed to work in excess of their rostered ordinary hours at the Ordinary Rate.
- (3) Shift and weekend penalties will be applied in accordance with clauses 17 and 18 of this Agreement.

(iv) Minimum work provided

Part-time Employees shall be provided with a minimum of two (2) continuous hours work or, alternatively, paid for a minimum of two (2) hours work on each occasion they are required to attend for work.

(v) Review of Contracted Hours

Where the Employee is regularly working more than their specified contract hours they may request that their contracted hours are reviewed by the Employer. The Employer will formally respond to the request by the Employee stating the reasons if the request is not agreed to. The Employer will not unreasonably reject the request. The Employer will also take into account that the hours worked in the following circumstances will not be incorporated to any adjustment made:

- (1) if the increase in hours is as a direct result of an Employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
- (2) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a patient.

Any adjusted contracted hours resulting from a review by the Employer should, however, readily reflect roster cycles and shift configurations utilised at the Hospital.

(vi) Offering Part time Additional Shifts

The Employer is committed to maximising its permanent workforce (full and part-time staff) whilst ensuring that staffing is in line with occupancy levels. Where shifts become available due to planned leave absences, subject to the arrangements set out at clause 14 (b)(ii) and (iii), the Employer will ensure that current part-time staff, who have advised their manager/ supervisor that they are available to work additional shifts at the Ordinary Rate, will be offered additional shifts in the first instance where reasonably practicable. In the circumstances where a part time employee is not available for such additional shifts, or the circumstances are not reasonably practicable including giving rise to an overtime penalty rate, the shifts may be offered to casual staff in the first instance.

(c) Casual Employees

(i) Terms of engagement

(1) A casual Employee:

- (A) is an Employee engaged as such on an hourly basis. The definition of a casual Employee is set out in the NES;
- (B) will be paid a minimum of three hours pay for each shift.

(ii) Payment for ordinary time

- (1) A casual Employee for working ordinary time shall be paid per hour the Ordinary Rate prescribed for the work which he/she performs plus a casual loading of 25% (the **Casual Rate**). The casual loading is

paid instead of annual leave, paid personal leave, public holidays not worked, notice of termination, redundancy payments and all other NES entitlements that are not available to casual employees.

(iii) Payment for shift, weekend work and public holidays

(1) A casual Employee will be paid;

- (A) shift and weekend penalties applied to the Ordinary Rate in addition to the casual loading.
- (B) overtime penalties calculated on the Casual Rate.
- (C) public holidays at the rate of 275% of the Ordinary Rate (in lieu of the casual loading).

(iv) Notice of Work

Casual Employees shall be given as much notice as possible of work on shifts or days. However, cancellation of work may occur up to 12 hours prior to commencement for morning shifts and up to 6 hours prior to commencement for afternoon or night shifts.

Provided that the above notice period is a minimum and the Employer commits to give as much notice as possible in relation to the cancellation of casual work.

Provided further that where the minimum notice as described herein in this subclause (iv) is not given the Employee shall be entitled to 3 hours at the Employee's ordinary time rate plus casual loading.

(d) Offer and right to request Casual conversion

(i) The Employer will make an offer to a casual Employee to convert to full time or part time employment if:

- (1) the Employee has been employed by the Employer for a 12 month period; and
- (2) during a least the last 6 months of that period, the Employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to work as a full-time Employee or a part-time Employee (as the case may be).

(ii) Notwithstanding clause (d)(i), the Employer is not required to make an offer of full time or part time employment to a casual Employee if there are reasonable grounds not to make the offer, and the reasonable grounds are based on facts that are known, or reasonably foreseeable, at the time of deciding not to make the offer;

(iii) The nature and process to be undertaken in relation to an offer to a casual Employee of full time or part time employment, and an Employee's residual right to request casual conversion, is set out in the NES.

Part 4 – Hours of Work and Rostering

15. HOURS OF WORK

- (a) The ordinary hours of work for a full-time Employee will be an average of 76 hours per fortnight or 152 hours over 28 days.
- (b) The ordinary hours of work per shift will be a maximum of 8 hours, provided that an Employee and the Employer may mutually agree to a maximum of 10 ordinary hours in a shift.
- (c) Rostered Day Off
Each Employee will be free from duty for a minimum of two consecutive days off each week, except whereby mutual agreement between the Employer and the Employee(s) concerned, alternative arrangements are made.
- (d) Span of Hours
 - (i) The ordinary hours of work for a day worker will be between 6.00am and 6.00pm Monday to Friday.
 - (ii) A day worker may agree to work varied ordinary hours, in accordance with that of a shift worker. Such agreement will be recorded in writing.
 - (iii) In the absence of agreement under clause 15(d)(ii), a day worker who works outside the span of ordinary hours at 15(d)(i) will be paid overtime rates.
- (e) Rest breaks between rostered work
 - (i) An Employee will be allowed a rest break of 9 hours between ordinary shifts. By mutual agreement, the break may be reduced to 8 hours.
 - (ii) Where a full-time or part-time employee has not had a rest break in accordance with clause 15(e)(i), the ordinary hours worked by the employee will be treated as ordinary time but paid at the equivalent overtime rate, until released from duty for the break per clause 15(e)(i).
- (f) Daylight Savings
Upon the changeover of times as a result of daylight saving each year the following shall apply:
 - (i) Employees shall be paid for actual time worked irrespective of the length of the shift.
 - (ii) Employees paid in accordance with subclause (i) are not entitled to claim for the one hour lost and all time worked shall be paid at applicable penalty rates.
- (g) Accrued Day Off Arrangements
 - (i) Subject to the approval of the Employer, an accrued day off (**ADO**) system of work may be implemented for a full-time employee, where the full-time employee works no more than 19 days in a 4-week period of 152 hours. An ADO will accrue as follows:
 - (1) 0.4 hours per 8 ordinary hour shift.
 - (2) 0.5 hours per 10 ordinary hour shift.

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- (ii) If there is agreement to implement the 19 day month the following would apply:
- (1) The ADO shall be rostered to fall on a day of the week other than a Saturday or Sunday for Day Workers. The Employer will endeavour to ensure that the ADO is rostered to fall either the day immediately before or immediately after rostered days off.
 - (2) Annual leave, purchased leave, parental leave, long service leave, unpaid leave or workers compensation will not accrue ADO hours. Provided that when annual leave is taken that only 7.6 hours is deducted from an employee's leave balance for an 8 hour shift and 9.5 hours is deducted for a 10 hour shift.
- (h) Banking of hours:-
- (i) A full-time or part-time Employee may, by agreement with their Department Head:-
 - (1) Work less than their daily, weekly or fortnightly rostered or contracted hours and work those hours at a later date; or
 - (2) Work more than their daily, weekly or fortnightly rostered or contracted hours and take time off in lieu of payment for the additional hours worked or set off the additional hours worked against any hours banked under the sub-clause above. Time off in lieu is a separate scheme provided under clause 20 – Overtime.
 - (ii) An Employee who works less than their rostered or contracted hours shall nevertheless be paid as if those rostered or contracted hours has been worked during the roster cycle or contracted period. For clarity, where an Employee 'takes' banked hours to cover working less than their rostered or contracted hours, the banked hours will be deducted from the accrued balance and paid to the employee at their ordinary time equivalent rate for the shift, for example deducted at 1.5 hours and paid at time and a half for each banked hour taken on a Saturday. An Employee may only work less than their rostered or contracted hours where they have sufficient banked hours to cover such circumstances.
 - (iii) Hours banked under this provision will be banked on the basis of their ordinary time equivalent (for example, two additional ordinary hours will be banked as two hours, each hour worked on a Saturday will be banked as 90 minutes or on a night shift, each hour will be banked as 75 minutes).
 - (iv) An Employee may not accumulate more than thirty eight hours in their bank under the sub-clauses in paragraph (iii) above at any one time. Any accrual beyond the specified maximum of 38 hours shall be conditional on prior approval by the Employer.
 - (v) Where practicable Employees who have accumulated hours to be worked must be given first option to work additional hours prior to the use of on-call or casual Employees.
 - (vi) The Employer must keep proper records of all hours accrued and worked by each Employee.

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- (vii) An Employee shall be entitled to full access to their record of hours accrued and worked under this provision.
 - (viii) Banked hours will be taken at times mutually agreed between the Employer and Employee. Provided that where there is no agreement the Employer may require Employees to take banked hours at certain times to ensure efficient use of staffing resources.
 - (ix) Where an Employee is required to make-up hours taken as per (ii) of this sub clause, those hours may be worked in shifts of up to 10 hours duration by mutual agreement at ordinary time for the purposes of making-up time up to ordinary contracted hours for a particular week or roster cycle.
 - (x) If the Employee does not agree to work the make-up hours by working a 10 hour shift the hours to be made-up must be worked on some other occasion as mutually agreed within the 4 week roster cycle. These make up hours shall be paid at ordinary time.
 - (xi) By agreement in writing between the Employer and the Employee, an Employee may elect to work up to six hours on a particular day or shift without a meal break.

16. ROSTERS

- (a) Employees will work in accordance with a roster fixed by the Employer. The roster will be of 28 days duration and will set out Employees' daily ordinary working hours and starting and finishing times.
- (b) Posting the Roster

The roster will be posted at least 4 weeks before the commencement of the roster period.
- (c) Change of Roster
 - (i) A roster may be changed at any time by mutual agreement between the Employer and an Employee.
 - (ii) Seven days' notice of a change of roster will be given by the Employer to an Employee, provided that in the case of shift workers 4 weeks' notice will be provided by the Employer. Except that, a roster may be altered at any time to enable the functions of the hospital to be carried out where another Employee is absent from work pursuant to clauses 46 – Ceremonial leave; 38– Personal/carers' leave, 39- Compassionate leave and 47 – Leave to deal with Family and Domestic Violence, or in an emergency. Where any such alteration by the Employer requires an Employee:
 - (1) working on a day which would otherwise have been the Employee's day off, the day off instead will be as mutually arranged; or
 - (2) to change a rostered shift to an alternate day or time, which attracts lower (or nil) penalty rate (**Alternate Shift**) than the shift originally rostered (**Original Shift**), the Employee will be paid for the Alternate Shift worked at the Original Shift higher penalty rate.
- (d) Broken/ Split shifts

Notwithstanding any provision to the contrary, an Employee may agree to work their hours in accordance with the split shift arrangements set out in this subclause.

- (1) Split shift for the purposes of this clause means a shift worked by a casual or part-time Employee that includes breaks (other than a meal break) totalling not more than five hours and where the span of hours is not more than 12 hours.
- (2) A split shift may be worked where there is mutual agreement between the Employer and an Employee to work the split shift.
- (3) Payment for a split shift will be at the Ordinary Rate with penalty rates and shift penalties applying in accordance with the Agreement per the commencement time of the shift,.
- (4) The maximum ordinary hours worked by the Employee in a shift, within the 12 hour span set out at (1), is 10 hours in accordance with clause 15(b) of the Agreement.
- (5) Where the Employee works:
 - (a) in excess of 10 hours in a shift;
 - (b) outside of the span of 12 hours (ie. for day workers this means outside the span of 6:00am to 6:00pm),

the Employee will be paid overtime at the rate of double time the Ordinary Rate.

17. SHIFT WORK

- (a) Where a Shift Worker works a rostered afternoon or night shift, the Employee will be paid the following applicable penalty rate in addition to their Ordinary Rate:
 - (i) Afternoon shift – 17.5%;
 - (ii) Night Shift – 25%
- (b) For the purposes of this clause, afternoon and night shift are defined at Clause 3 – Definitions, of the Agreement.
- (c) The shift penalties prescribed in this clause will not apply to shift work undertaken by an Employee on a Saturday, Sunday or Public holiday where weekend or public holiday penalties are payable.

18. SATURDAY AND SUNDAY WORK

- (a) Where an Employee is rostered to work ordinary hours:
 - (i) the major portion of which falls on a Saturday - the Employee will be paid at the rate of time and a half the Ordinary Rate for the hours worked for the entire rostered shift.
 - (ii) the major portion of which falls on a Sunday - the Employee will be paid at the rate of double time the Ordinary Rate for the entire rostered shift.

Provided that:

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- where shifts commence between 11.00pm and midnight on a Sunday, the time worked prior to midnight will not be paid at the Sunday penalty rate;
 - where the shift commences before midnight on a Saturday and extends into the Sunday, all time worked on the shift will be paid at the Sunday penalty rate.
 - where a shift commences before midnight on a Saturday or Sunday and extends into a public holiday, all time worked on the weekend until midnight will be paid at the applicable weekend penalty rate, and thereafter all time worked on the public holiday will be paid at the applicable public holiday penalty rate set out at clause 40. Any hours worked on a public holiday shall be paid at public holiday rates in lieu of Saturday or Sunday penalties.

19. BREAKS

(a) Meal Breaks

- (i) An Employee, excluding Employees subject to subclause (c), who works in excess of 5 hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes.
- (ii) Such meal break will be taken at or before the 5th hour of work, where reasonably practicable, unless agreed otherwise. Provided that, an Employee engaged to work a shift of six hours or less may mutually agree with the Employer to forgo the unpaid meal break.

(b) Paid Tea Breaks (Day workers only)

- (i) A Day Worker will be entitled to a paid 10 minute tea break in each 4 hours worked at a time to be agreed between the employer and employee.
- (ii) Subject to agreement between the employer and employee, such breaks may be taken as one 20 minute tea break.
- (iii) Tea breaks will be counted as time worked.

(c) Shift Workers (Paid Meal Breaks)

- (i) For shift workers, subject to (c)(ii), each ordinary shift of not more than 8 hours duration (or of up to 10 hours if mutually agreed) is inclusive of a 25-minute paid meal break that is counted as ordinary time worked. Provided that:
 - (1) subject to mutual agreement between the Employer and the Employee(s), Employees shall be allowed to extend their paid 25 minutes' paid meal break by not more than 35 minutes each shift, which excess time shall be exclusive of time worked and unpaid – with the unpaid meal interval being in lieu of the arrangements set out at clause 19(a);
- (ii) A part-time shift worker is entitled to the 25-minute paid meal break where they work a shift in excess of 4 hours.

(d) Meal break when required to work overtime

Unless the period of overtime is one and a half hours or less, an Employee before starting overtime shall be allowed a meal break of 20 minutes which shall be paid for

at ordinary rates. The Employer and an Employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that no Employee shall be required to work more than five hours without a break for a meal.

20. OVERTIME

(a) Requirement to work reasonable overtime

- (i) Subject to the conditions detailed below an Employer may require an Employee to work reasonable overtime at overtime rates.
- (ii) An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
 - (1) any risk to Employee health and safety;
 - (2) the Employee'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 Employee of his or her intention to refuse it; and
 - (5) any other relevant matter.
- (iii) No overtime shall be worked without the prior approval of the Employer

(b) Payment for working overtime

- (i) Hours worked in excess of the ordinary hours on any shift as prescribed at clauses 15(a) and 15(b), are to be paid as follows:

For a day worker:

- (1) Monday to Saturday inclusive - time and a half for the first two hours and double time thereafter;
- (2) Sunday - double time;
- (3) Public holidays - double time and one half.

For a shift worker:

- (4) Monday to Sunday– double time.
- (5) Public Holidays – double time and one half.

- (ii) The overtime penalty rates are applied to the ordinary rate and are in substitution and not cumulative upon any shift, weekend or public holiday penalties that would otherwise be payable.

(c) Part-time Employees and Casual Employees

- (i) Hours worked by part-time and casual Employees, in excess of the rostered daily ordinary full-time hours (being 8 ordinary hours, subject to any agreement to work up to a maximum of 10 ordinary hours) will be overtime and will be paid as prescribed at subclause (b).

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- (ii) For additional hours agreed to by part-time and casual employees, time worked up to the rostered daily ordinary hours of work (as per (c)(i)) will not be regarded as overtime but:
 - (1) in the case of a part-time Employee - an extension of the contract hours for that shift;
 - (2) in the case of a casual Employee – additional ordinary hours;and will be paid at the ordinary rate plus applicable shift penalties or loadings.
 - (iii) No part-time Employee will be directed to work in excess of their daily rostered ordinary hours at the Ordinary Rate. Where such work is performed at the direction of the Employer it will be paid at the applicable overtime rate.
 - (d) Time off in lieu of overtime
 - (i) Provided that where there is agreement between the Employer and the Employee, the Employee may take time off in lieu of receiving payment for overtime at a mutually agreed time.
 - (ii) The Employee may take one hour of time off for each hour of overtime plus a period of time equivalent to the overtime penalty incurred. The time off must be taken within 6 months after the overtime is worked. Where such time off is not taken within 6 months, or upon the termination of the Employee's employment, the Employer must pay the Employee for the overtime at the overtime rate applicable to the overtime when worked.
 - (e) Rest period after overtime

An Employee (other than a casual Employee) who works so much overtime between the termination of their ordinary work on one day and the commencement of his/her ordinary work on the next day that they have not had at least eight consecutive hours off duty between those times, shall, subject to this section, be released after completion of such overtime until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of the Employer such Employee resumes or continues work without having had such eight consecutive hours off duty they shall be paid at double time until they are released from duty for such period and shall then be entitled to be absent until he/she has eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that Employees have at least eight consecutive hours off duty between the work of successive days.

21. OVERTIME MEAL

- (a) An Employee will be supplied with an adequate meal where the Employer has adequate facilities or be paid an overtime meal allowance as set out at Schedule 2 in addition to any overtime payment as follows:
 - (i) when required to work after the usual finishing hour of work beyond one hour or, in the case of shift workers, when the overtime work on any shift exceeds one hour.

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- (ii) provided that where such overtime work exceeds four hours a further meal will be provided.
 - (b) Provided that the Employer will provide a meal for night duty staff in lieu of the allowance payment set out at subclause (a).

22. ON CALL ARRANGEMENTS

- (a) Rate for being on call
 - (i) The rate for being on call shall be as set out at Schedule 2 Monday to Friday and as set out at Schedule 2 for Saturdays, Sundays and Public Holidays. These rates, as adjusted, are set out at Schedule 2.
- (b) Call back
 - (i) Except where otherwise specifically provided an Employee recalled to work overtime after leaving his/her Employer's premises (whether notified before or after leaving such premises) shall be paid at the appropriate overtime rate applicable to his/her salary:
 - (1) for the first recall a minimum payment of four (4) hours work; and
 - (2) for each subsequent recall a minimum payment of three hours work.
 - (ii) Provided always that time reasonably spent in getting to and from work shall be regarded as time worked.
 - (iii) Provided further that an Employee who is recalled to work within two hours of his or her normal starting time shall be paid at overtime rates with a minimum payment of two hours at double time.

23. CHILD CARE REIMBURSEMENT COSTS

- (a) Reasonable out-of-pocket childcare costs shall be reimbursed for an Employee who is the primary carer and is required to pay additional expenses which directly arise from being required to work as a result of recall to duty or attendance at work other than rostered shifts (including on-call rosters) or work beyond normal rostered shift length at the direction of the Employer.
- (b) At the time of the request for the Employee to undertake work, resulting from being recalled to duty or attending for work at other than rostered shifts (including on-call rosters) or working beyond normal rostered shift length at the direction of the Employer, the Employee shall notify the Employer of any potential/estimated cost, in accordance with subclause (a), that shall be incurred as a result. Costs will be reimbursed, via the payroll, on presentation of receipts and subject to the Employee advising the Employer in accordance with this sub-clause. Claims must be made within two weeks from the date of the expense being incurred.

Part 5 – Wages and Related Matters

24. WAGES

- (a) The Ordinary Rates (hourly), per classification, as adjusted the prescribed percentage wage increases, are set out in Schedule 2 of this Agreement.
- (b) Any further wage increase, other than as set out at Schedule 2, shall be at the discretion of the Employer, unless the rate of pay falls below the Modern Award rate, and in such circumstances the rate of pay shall default to the minimum rate prescribed in accordance with the relevant Modern Award rate.

25. PAYMENT OF WAGES

- (a) Time and interval of payment
 - (i) Wages will be paid fortnightly.
 - (ii) When a public holiday falls on a normal pay day wages shall be paid on the last working day prior to the public holiday.
 - (iii) The present pay day of payment shall not be varied, except after consultation with the Employee(s) concerned and an agreed phasing-in period.
- (b) Method of payment
 - (i) Payment of wages shall be by direct bank deposit or some other method agreed by the Employer, provided that any Employee may nominate which bank or financial institution shall receive the payment of wages.
 - (ii) The present method of payment shall not be varied, except after consultation with the Employee(s) concerned.
- (c) Payslips
 - (i) On or prior to pay day the Employer shall provide a payslip to the Employee, including by electronic means, setting out full details of the wages the Employee is entitled to.
- (d) Payment on termination
 - (i) Where employment is terminated summarily or on the giving of the prescribed notice all moneys owing shall, where practical, be paid to the Employee on termination.

26. OVERPAYMENTS

- (a) In the event of an overpayment to an Employee where the overpayment has been made in one lump sum the following shall apply.
 - (i) The Employer will negotiate a repayment arrangement with the Employee
 - (ii) If agreement is reached such agreement will be documented and implemented.
- (b) In the event of an overpayment to an Employee where the overpayment has been

made over an extended period of time the following shall apply.

- (i) The Employer will negotiate a repayment arrangement with the Employee
- (ii) If agreement is reached such agreement will be documented and implemented.
- (c) In the event of exceptional circumstances the provisions of sub-clause (a) and (b) may be waived by agreement between the Employer and the Employee.

27. UNDERPAYMENTS

Where an error has been made by the Pay Office or validating Manager:

- (a) On request, if the net amount is greater than \$50, an electronic payment will be made (two pay slips will be issued in the following pay period) in an out-of-cycle payroll run.
- (b) All other adjustments will be made in the following pay period subject to taxation laws.
- (c) Where the error was made by the Employee, the rectification payment will be made in the following pay period.

28. SUPERANNUATION

- (a) Employer contributions

The Employer must make such superannuation contributions to a superannuation fund for the benefit of an Employee as will avoid the Employer being required to pay the superannuation guarantee charge under Superannuation Law with respect to that Employee.

- (b) Superannuation Fund

“The Fund” for the purposes of this Agreement shall mean:

- (i) HESTA established and governed by a trust deed as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto; or
- (ii) to another complying superannuation fund.
- (c) In addition to the Employer’s statutory contributions to the Fund an Employee may make additional contributions from their salary, and on receiving written authorisation from the Employee the Employer must commence making contributions to the Fund in accordance with the Superannuation Law.
- (d) Superannuation fund payments will be made in accordance with the trust fund deeds and shall be made at a minimum on a monthly basis.
- (e) Where an Employee salary packages their wages in accordance with this Agreement superannuation shall be paid on the pre-packaged wages.
- (f) In the event that no fund is nominated by a new Employee, or a ‘stapled fund’ per Superannuation Law, superannuation contributions will be paid into HESTA on behalf of that Employee (“Default Fund”). The Default Fund offers a MySuper product.

29. SALARY SACRIFICE/ PACKAGING ARRANGEMENT

- (a) By agreement with the Employer, an Employee may choose to take part of their remuneration under this Agreement as salary sacrifice benefits (including by making additional pre-tax contributions into their chosen complying superannuation fund). If an Employee makes this choice, the remuneration which would otherwise be payable to the Employee will be reduced by the value of such benefits (including associated costs, charges and taxes).
- (b) Without limiting the Employer's discretion as to whether or not it will agree to any particular salary sacrificing arrangement, the Employer may issue guidelines through policies and procedures from time to time as to what salary sacrificing arrangements are acceptable to the Employer including the chosen provider.
- (c) In the event that changes in legislation, ATO rulings or determinations remove or alter the Employer's capacity to maintain the salary sacrificing arrangements pursuant to this Agreement, the Employer will be entitled to withdraw from these arrangements by giving reasonable notice to each affected Employee.
- (d) It is the responsibility of the Employee regarding their tax obligations and liabilities resulting from any salary sacrifice or other payments they choose to make.

Part 6 – Allowances

30. HIGHER DUTIES AND MULTIPLE ASSIGNMENTS

(a) An Employee, engaged as:

- (i) an Administrative and Clerical Employee (excluding Level 1);
- (ii) a Health Professional or Pastoral Care Employee; or
- (iii) Executive staff;
- (iv) A Technical (CSSD and Theatre) Employee - Level 3 and above,

who, for a period of five or more consecutive working days performs the duties of an Employee with a higher classification than that Employee shall be paid the minimum rate applicable to the higher paid classification.

(b) An Operational, Technical (CSSD and Theatre) Level 1 and 2, or Administrative and Clerical Level 1A or B Employee, engaged continuously for 2 hours or more on duties carrying a higher classification than their ordinary classification shall be paid the higher classification for such shift. If for less than 2 hours, they shall be paid the higher classification for the time so worked.

(c) Multiple Assignments

- (i) An employee may agree to perform the work of two or more roles covered by multiple classifications under this Agreement within the same contract of employment (or however termed) ('**Multiple Assignments**'), except where:

- (A) One role is part-time and another is casual.
- (B) One role is already full-time.

NOTE: For clarity, an employee whose second role is under the Award or another enterprise agreement cannot be covered by this clause.

- (ii) Nothing in this clause limits the employee and employer agreeing to two (or more) separate employment contracts, including to give effect to the exceptions.

- (iii) When forming a Multiple Assignments arrangement, the parties must agree in writing:

- (A) how many ordinary hours per week (or fortnight) are guaranteed for each classification level; and
- (B) the rostering arrangements that will apply.

- (iv) Any roster(s) for a Multiple Assignments employee must clearly record what role the employee shall be performing each shift.

- (v) When an employee in a Multiple Assignments role in accordance with this clause is engaged on a Part-Time basis, the terms of clause 14(b) - Part-time Employees still apply.

- (vi) Where an employee has Multiple Assignments with different minimum rates of pay:

(A) The minimum rate of pay for each role shall be in accordance with clause 24 - Wages.

(B) When calculating the value of:

(1) Overtime;

(2) Shift Loadings;

(3) Penalty Rates,

the minimum rate of pay shall be that which applies to the role attributed to that shift.

(vii) With the exception of paid leave types paid on a calculation of average earnings, an employee on paid leave shall be:

(A) paid in accordance with the applicable clause under this Agreement; and

(B) payment shall be based on the role attributed to the shift the employee is on leave from.

(viii) Where overtime is compensated by way of time off in lieu, that time off in lieu must be taken in the role which generated the overtime.

(ix) Each shift stands alone.

(x) If an employee is directed to work in excess of the scope of practice for a role attributed to a shift yet it remains within the employee's skill, competence and training, the employee shall be paid the rate of pay for the classification being performed for the duration of the shift.

31. MEAL ALLOWANCE

Where the duties of an Employee require him/her to travel from his/ her headquarters and he/she is more than 16 kilometres therefrom at his/her normal meal hour, that Employee shall, be reimbursed relevant meal costs incurred, provided that relevant receipts are provided.

32. TRAVELLING AND FARES

Where the Employer has approved intrastate or interstate travel by the Employee, the Employee will be reimbursed all reasonable costs associated with such travel. Where practicable, the Employee is to provide travel arrangements, including mode of transport and accommodation bookings, prior to the actual travel.

33. UNIFORMS AND PROTECTIVE CLOTHING

Employees required by the Employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to Employees.

34. PROTECTIVE CLOTHING AND SAFETY APPLIANCES

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- (a) The Employer shall maintain at its own expense full and sufficient supplies of safety appliances, such as rubber gloves, disinfectants, etc. for the use of Employees.
 - (b) The Employer shall provide, where necessary, suitable protective clothing for the Employees. An Employee who is, pursuant to this sub-clause, supplied with protective clothing shall wear such clothing in such a way as to achieve the purpose for which it is supplied.
 - (c) Compensation to the extent of the damage sustained shall be made where, in the course of the work, an Employee's clothing is damaged or destroyed by fire or the use of corrosive substances.

35. REGRADING

- (a) Where the nature of the work undertaken by an Employee changes, such that the majority of the work regularly performed is work of a type normally associated with a higher classification and has been performed for a period of at least 12 months, the Employee may apply to have their position reclassified to the higher classification.
- (b) An application for re-grading by an Employee must be made in writing.
- (c) The Employer will respond to the request in writing within a reasonable timeframe, and where practicable no more than one month after receiving the written request, indicating whether the application is approved or denied.
- (d) Simply performing more work at the same classification or different work at the same classification does not qualify for re-grading.
- (e) Factors with a bearing on the decision may include whether the changes:
 - (i) involve the exercise of skills, responsibility and/or autonomy normally undertaken at a higher classification; and/or
 - (ii) are permanent or temporary.
- (f) The date of effect of any regrading will be from the first full pay period on or after the Employer formally advises the Employee that their application for a regrading, in accordance with this provision, has been approved.

Part 5 - Leave and Public Holidays

36. ANNUAL LEAVE

Period of leave

(a) Entitlement

Annual leave shall be paid in accordance with the NES. That is, for each year of continuous service with the Employer, a permanent Employee is entitled to 4 weeks of paid annual leave.

(b) Shift workers – Additional week of annual leave

(i) In addition to the leave prescribed in sub-clause (a) above, shift workers (as defined hereunder) will be entitled to an additional one week of paid annual leave. For the purposes of the NES and this clause a shift worker is defined as an Employee who:

- (1) is regularly rostered to work Sundays and public holidays; or
- (2) who undertakes their ordinary hours outside of 6am to 6pm Monday to Friday and works not less than 20 weekend ordinary shifts (or any combination of Saturdays and Sundays to a total of not less than 20 shifts) in the accrual year.

Note: Working a Saturday shift and a Sunday shift in the same weekend will count as two instances.

(ii) This entitlement to additional leave hours as set out above shall be pro-rata for part-time Employees.

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

(d) Annual leave exclusive of public holidays

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

(e) Time of taking leave

(i) Paid annual leave may be taken for a period agreed between an Employee and the Employer. The Employer must not unreasonably refuse to agree to a request by the Employee to take paid annual leave. Notwithstanding the provisions of this subclause, the Employer may direct an Employee to take a period of annual leave in accordance with subclause 36(e)(ii) and (m).

(ii) Annual leave shall be given at a time fixed by the Employer when an Employee has accrued more than 8 weeks (for a day worker) and 10 weeks (for shiftworker) of accrued annual leave. Any direction to take annual leave the Employer must be given with not less than eight weeks' notice to the Employee, provided:

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- (1) the Employee will first be given a reasonable opportunity to submit a plan to reduce their total annual leave accrued balance to not more than 6 weeks within a period of six months (**leave reduction plan**);
 - (2) the Employer will not unreasonably refuse to agree to an Employee's annual leave reduction plan which includes saving leave for an extended vacation within 12 months of the date of agreement to the leave reduction plan. The agreement is to be in writing and signed by both the Employer and Employee.
 - (3) the Employee can not be directed to take annual leave where such direction would result in the Employee being directed to reduce the accrued leave to less than 6 weeks.
 - (f) Payment for period of leave
 - (i) Employees will be paid at the Employee's Ordinary Rate for the ordinary hours of work in the period.
 - (ii) Subject to an Employee's written request, (with reasonable notice to allow Payroll to program an early or exceptional out of cycle payment), and the Employer's approval, annual leave may be paid in advance of going on leave, otherwise the leave will be paid in the normal pay fortnights for the period of such leave.
 - (iii) Payment calculated in accordance with the provisions of this clause should be made for the full weeks of leave taken at the time.
 - (g) Proportionate leave on ending service

If, when the employment of an Employee ends, the Employee has a period of untaken paid annual leave, the Employer must pay the Employee the amount that would have been payable to the Employee had the Employee taken that period of leave.
 - (h) Annual leave loading
 - (i) In addition to their Ordinary Rate, an Employee, other than a shiftworker, will be paid an annual leave loading of 17.5% of their Ordinary Rate.
 - (ii) Shiftworkers, in addition to their Ordinary Rate, will be paid the higher of:
 - (1) an annual leave loading of 17.5% of their Ordinary Rate; or
 - (2) the weekend and shift penalties the Employee would have received had they not been on leave during the relevant period.
 - (i) Calculation of continuous service

Continuous service shall be counted in accordance the Fair Work Act, as amended from time to time.
 - (j) Leave allowed before due date
 - (i) The Employer may allow annual leave to be taken in advance where exceptional circumstance apply.
 - (ii) In the event of the Employee's employment being terminated prior to the accrual of advanced annual leave, the Employer may deduct the full amount

from the Employee's final pay, subject to s.324(1)(b) of the Act.

(k) Pay in lieu of an amount of annual leave

- (i) Upon receipt of a written request by an Employee, the Employer may authorise the Employee, in a separate written agreement, 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 Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
 - (2) Where an Employee forgoes an entitlement to take an amount of annual leave, the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.

(l) Other periods of leave

If the period during which an Employee takes paid annual leave includes a period of personal leave, carer's leave, compassionate leave or community service leave, the Employee is taken not to be on paid annual leave for the period of that other leave or absence.

(m) Annual leave during close down periods

- (i) It is noted that the last week of December and the month of January are times of less activity for the Employer, thereby resulting in a shut-down or partial shut down, of certain areas and a significant curtailment of services in other areas at the Employer's hospitals.
- (ii) Management will consult with staff at least 8 weeks beforehand concerning changes to rosters and redeployment options (as set out at subclause (iii)) or the use of leave, over the period(s) set out at paragraph (i) above, bearing in mind the operational requirements of the hospitals.
- (iii) Where there are no redeployment options, management reserves the right to direct employees to utilise up to two weeks (up to 3 weeks in the case of St James ward only) of their accrued leave entitlement over the period(s) set out at (i) of this clause, provided that such direction is reasonable.
- (iv) Where an Employee does not have sufficient accrued annual leave for these period(s), the Employee may be required to take annual leave in advance where such requirement is reasonable. Alternatively, Employees may elect to take leave without pay for all or part of the shut-down period(s). Additionally, employees may utilise banked time in lieu of overtime and accrued days off for all or part of the shutdown period(s).
- (v) Notwithstanding the provisions at Clause 36(e), the provisions set out for the Annual leave during close down periods provision will apply. Nothing in this clause prevents an Employee from being on call during the close-down period(s) where mutually agreed between the Employer and the Employee.
- (vi) Notwithstanding the provisions set out at subclause (m), paragraphs (i) and (ii) above, in unforeseen and pressing circumstances, periods of less activity for the Employer may arise – resulting in shutdowns or partial shutdowns.

The minimum 8 week consultation period set out at paragraph (ii) will be reduced to one week for shutdowns (or partial shutdowns) which are as a result of circumstances beyond the Employer's control, including but not limited to Government health directives or other state of emergency directives.

37. PURCHASED LEAVE

- (a) Calvary and an employee (other than a casual employee) may agree to a Purchased Leave arrangement to fund extended periods of leave that would have otherwise been unpaid.
- (b) Applying for Purchased Leave

An application for Purchased Leave will include the dates for the period of leave and will be subject to approval at the absolute discretion of the Employer.
- (c) Accruing Purchased Leave
 - (i) Purchased Leave will operate by way of an employee authorising the Employer to deduct a portion of their earnings each fortnight and accrue that amount to be later used for a period of leave that would otherwise have been unpaid.
 - (ii) The Employer will calculate the value of the period of leave and then deduct from the employee's fortnightly pay equal instalments to fund the period of Purchased Leave. Provided that if an employee does not earn enough in their fortnightly pay to cover the deduction (For example, through a change in the employee's minimum guaranteed hours or the taking of leave without pay), the Employer is not required to make up the shortfall in earnings.
- (d) Taking Purchased Leave
 - (i) Unless varied or terminated in accordance with the remainder of clause 26, an employee will take Purchased Leave on the dates agreed to at the time of approval.
 - (ii) Purchased Leave will be paid to the employee at an hourly rate that fully utilises the accrued deductions. No other penalty rates, loadings, allowances or other like payments will apply.
 - (iii) Subject to Superannuation legislation, Superannuation will be paid (where applicable) on the pre-deducted earnings and not at the time of taking the Purchased Leave.
- (e) Variations, Cancellations and Termination
 - (i) Subject to subclause 37(e)(ii), where an Employee seeks a variation to agreed purchased leave, the variation is subject to the prior approval of the Employer. If approval is granted, the Employer will re-calculate the value of the period of leave and adjust the deductions from the employee's earnings accordingly.
 - (ii) An employee may cancel a Purchased Leave arrangement by giving the Employer no less than 4 weeks written notice prior to the period of Purchased

Leave.

- (iii) Upon cancellation of a Purchased Leave arrangement or the termination of the employee's employment, the Employer will pay the accrued and unused Purchased Leave money back to the employee in the next available pay period (where practicable).
- (f) This clause shall apply to all new Purchased Leave arrangements made after the approval of this Agreement. Furthermore, employees who have not used existing purchased leave arrangements (i.e. those in place at the time the Agreement comes into operation) within a 12 month period from the date of operation of the Agreement it shall be paid out their purchased leave at rate in which it was accrued/purchased.

38. PERSONAL/CARER'S LEAVE

- (a) Subject to the following limitations and conditions an Employee shall be entitled to personal leave on full pay calculated by allowing 152 rostered ordinary hours of work in the case of the 38 hour per week Employees for each year of continuous service, less any personal leave on full pay already taken. The paid leave entitlement as prescribed herein shall be pro-rata based on the ordinary hours worked by the Employee. For clarity, an Employee (excluding a Casual Employee) is entitled to the paid personal/ carer's leave set out herein, subject to the accrual being no less than the NES.
 - (i) An Employee's entitlement to paid personal/carers' leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.
 - (ii) An Employee shall not be entitled to personal leave at the ordinary rate for any period in respect of which such Employee is entitled to workers' compensation.
 - (iii) An Employee shall be required to submit a registered health practitioner's certificate for any personal leave absences, provided that Employees shall be allowed 3 single days of personal leave per fiscal year without certification or statutory declaration and those days may be taken at any time including either side of days off or RDOs. Statutory Declarations may be used in lieu of medical certificates for access to certified personal and carer's leave.
 - (iv) Each Employee shall notify the Employer of an absence from work due to illness or injury prior to the commencement of their rostered shift or as soon as practicable thereafter and shall, as far as possible, inform the Employer of the estimated duration of the absence.
- (b) To enable the proper calculation of personal/carers' leave, the Employer shall not change the rostered hours of work of an Employee fixed by the roster or rosters applicable to the 14 days immediately following the commencement of personal leave merely by reason of the fact that she or he is on personal leave. This clause does not prevent the Employer from replacing the employee while on leave.
- (c) Part-time Employees – A part-time Employee shall be entitled to personal/carers' leave on a pro-rata basis. Such entitlements shall be subject to all the above conditions applying to full-time Employees.

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- (d) Subject to the provisions of a satisfactory health practitioner's certificate and personal leave being due, paid annual leave or long service leave shall be re-credited where an illness occurs during the period of paid annual leave or long service leave; provided that the period of leave does not occur prior to retirement, resignation or termination of services.
 - (e) An Employee, other than a casual Employee, with responsibilities in relation to their immediate family (as defined) or member of their household, who needs the Employee's care or support, shall be entitled to use, in accordance with this subclause, any current or accrued personal leave entitlement, for absences to provide care or support for such persons when they are ill/ injured or in the case of an unexpected emergency. Such leave may be taken for part of a single day.
 - (f) The Employee shall, if required, establish, either by production of a health practitioner's certificate or statutory declaration, that leave is required in order to provide care or support for a member of the Employee's immediate family or household.
 - (g) The entitlement to use personal leave in accordance with this subclause is subject to:
 - (i) The Employee providing care or support to the person concerned; and
 - (ii) The person concerned being a member of the Employee's immediate family or household (as defined in this Agreement).
 - (iii) An Employee must give the Employer notice of the taking of leave under this Clause. The notice must be given to the Employer as soon as practicable (which may be a time after the leave has started) and must advise the Employer of the period, or expected period, of the leave.
 - (h) Unpaid Carer's Leave

An Employee, including a casual Employee, shall be entitled to up to two days unpaid carer's leave per occasion.

39. COMPASSIONATE LEAVE

- (a) An Employee is entitled to 3 days of compassionate leave for each occasion (a *permissible occasion*) when:
 - (i) a member of the Employee's immediate family, or a member of the Employee's household:
 - (1) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (2) sustains a personal injury that poses a serious threat to his or her life; or
 - (3) dies.
 - (ii) a child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive.
 - (iii) the Employee, or the Employee's spouse or de facto partner, has a

miscarriage

- (b) An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (i) to spend time with the member of the Employee'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 Employee's immediate family or household referred to in subclause (a).
- (c) An Employee may take compassionate leave for a particular permissible occasion as a single continuous 3 day period; or 3 separate periods of 1 day each; or any separate periods to which the Employee and the Employer agree.
- (d) If, in accordance with this Clause, an Employee, other than a casual Employee, takes a period of compassionate leave, the Employer must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period. For casual Employees, compassionate leave is unpaid leave.
- (e) The Employee, 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.

40. PUBLIC HOLIDAYS

- (a) All Employees, other than shift workers and casual Employees, shall be entitled to the following public holidays without deduction from their weekly wages:
 - (i) Christmas Day, Boxing Day, New Year's Day, Australia Day, Cup Day (half day), Eight Hours Day, Good Friday, Easter Monday, Anzac Day, King's Birthday, Show Day, Recreation Day (Launceston only); Hobart Regatta Day (applies to South - all parts of Tasmania south of and including Oatlands and Swansea excluding Bronte Park, Catagunya, Strathgordon, Tarraleah, Wayatinah and the West Coast) or such other day as may be observed in the locality in substitution of any of the aforementioned holidays and the *Tasmanian Statutory Holidays Act 2000* as amended.
 - (ii) The half-day Launceston Cup Day (Launceston only), if applicable, shall mean one half of any ordinary rostered shift on that day.
- (b) Show day means not more than one local show day observed on an Employee's ordinary working day, other than a Saturday or a Sunday, in the city, town or district in which the Employee is employed; or such other day which, in the absence of such a local show day, is agreed on by the Employee and the Employer.
- (c) Payment for the holidays mentioned above which are taken and not worked, shall be at the ordinary rate of pay for the hours which would have applied to the Employee concerned when, if it were not for such holiday, they had been at work.
- (d) Where an Employee is required to work on a public holiday set out at (a), either for part or the whole of such day, the Employee will be paid as follows:
 - (i) An Employee (other than a casual) will be paid for such public holiday work at the rate of double time and a half the ordinary rate - for time worked on a

public holiday.

A casual Employee will be paid such public holiday work at the rate of 275% the ordinary rate - for time worked on a public holiday, in lieu of the casual loading.

- (e) Public Holidays occurring on rostered days off
 - (i) All full-time Employees will receive a day's ordinary pay (at the ordinary rate) for public holidays that occur on their rostered day off except where the public holidays fall on Saturday or Sunday with respect to Monday–Friday employees
 - (ii) Rostered day off (**RDO**) for the purposes of this clause means the day or days in a roster period where a full-time employee is not rostered to work in accordance with clause 15(c).

41. PARENTAL LEAVE

- (a) Employees are entitled to parental leave in accordance with the provisions of the Fair Work Act, as amended.
- (b) Full-time Employees and permanent part-time Employees are eligible for paid parental leave in accordance with the following provisions:
 - (i) Permanent Employees are eligible for paid parental leave when they have completed at least forty (40) weeks of continuous service prior to the expected date of birth or prior to the date of taking custody of the child.
- (c) Employees who are eligible for paid parental leave are entitled to such leave as follows:
 - (i) Paid Leave
 - (1) Paid Maternity Leave – an eligible Employee is entitled to a combined total of fourteen (14) week's paid maternity leave at ordinary pay from the date the maternity leave commences.
 - (2) In accordance with s.73 of the Fair Work Act, maternity leave may commence up to six weeks prior to the expected date of birth. It is not compulsory for an Employee to take this period off work. However, where an Employee decides to work during this period, if requested by the Employer, the Employee shall provide a statement from her medical practitioner or midwife to the effect that continuing employment until the date of birth is not a risk to the Employee or the unborn child.
 - (3) Paid Partner Leave – an eligible Employee is entitled to one (1) week's paid partner leave in any one year at the ordinary pay which must commence within four weeks of the birth of the child (Eligible Employees will be as defined in the Fair Work Act).
 - (4) Paid Adoption Leave – an eligible Employee is entitled to paid adoption leave of fourteen (14) weeks from and including the date of taking custody of the child.
 - (5) The paid leave set out above is to be taken during the course of the

applicable unpaid parental leave period. For clarity, the paid leave does not extend the period of unpaid parental leave to which the employee is entitled under the Fair Work Act.

(6) Such leave may be paid:

- (A) On a normal fortnightly basis;
- (B) In advance in a lump sum;
- (C) At the rate of half pay over a period of twenty-eight (28) weeks on a regular fortnightly basis.
- (D) Annual and/or long service leave credits can be combined with periods of maternity leave or adoption leave on half pay to enable an Employee to remain on full pay for that period.

(7) Commonwealth Government scheme

The amount of paid leave provided in this Agreement shall not be reduced in terms of its monetary value by the current Paid Parental Leave Act 2010 provisions as in operation at the date this agreement comes into operation.

(d) Special Maternity Leave

- (i) An Employee eligible for paid parental leave in accordance with subclause (b) who gives birth to a stillborn child (at or after 20 weeks gestation) or who gives birth to a live baby who subsequently dies, during or before the period of intended leave, will be entitled to 12 weeks paid leave provided by this Agreement. For clarity, an employee entitled to paid leave under this provision is not entitled to paid leave under subclause (c).
- (ii) The Employee must as soon as practicable give notice to the Employer of the taking of leave advising the Employer of the period, or expected period, of the leave;
- (iii) In addition to the paid leave set out at (i), the Employee may be entitled to unpaid special maternity leave in accordance with the NES.

If an Employee takes leave for a reason outlined in paragraph (i), the Employer may require the Employee to provide evidence that would satisfy a reasonable person or a certificate from a registered medical practitioner.

(e) Unpaid Parental Leave

- (i) An Employee's entitlement to unpaid parental leave is in accordance with the Fair Work Act.
- (ii) An Employee who has once met the conditions for paid maternity leave and/or paid adoption leave will not be required to again work the 40 weeks' continuous service in order to qualify for a further period of paid maternity leave or adoption leave; unless:
 - (1) There has been a break in service where the Employee has been re-employed or re-appointed after a resignation, medical retirement or after her services have been otherwise dispensed with; or
 - (2) The Employee has completed a period of leave without pay of more

than 40 weeks. In this context, leave without pay does not include personal leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Rehabilitation Compensation Act, as amended.

- (3) An Employee who intends to proceed on maternity or partner leave should formally notify the Employer of such intention as early as possible, so that arrangements associated with the absence can be made. Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.
- (4) In the case of notification of intention to take adoption leave, due to the fact that an Employee may be given little notice of the date of taking custody of a child, Employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify their Employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.
- (5) After commencing maternity leave or adoption leave, an Employee may vary the period of her maternity leave or adoption leave, once, without the consent of the Employer and otherwise, with the consent of the Employer. A minimum of four weeks' notice must be given, although an Employer may accept less notice if convenient.
- (6) Any person who occupies the position of an Employee on parental leave must be informed that the Employee has the right to return to her former position. Additionally, since an Employee also has the right to vary the period of her maternity leave or adoption leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should also be set down clearly, to a fixed date or until the Employee elects to return to duty, whichever occurs first (Maximum Term Contract).
- (7) When an Employee has resumed duties, any period of full pay parental leave is counted in full for the accrual of annual and long service leave and any period of maternity leave or adoption leave on half pay is taken into account to the extent of one-half thereof when determining the accrual of annual and long service leave.
- (8) Except in the case of Employees who have completed fifteen years' service the period of parental leave without pay does not count as service for long service leave purposes. Where the Employee has completed fifteen years' service the period of parental leave without pay shall count as service for long service leave purposes provided such leave does not exceed six months.
- (9) Parental leave without pay does not count as service for incremental purposes. Periods of parental leave on full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.

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- (10) Where public holidays occur during a period of paid parental leave, payment is at the rate of parental leave received, that is the public holidays occurring in a period of full pay parental leave are paid at the full rate and those occurring during a period of half pay leave are paid at the half rate.
 - (11) If because of an illness associated with her pregnancy an Employee is unable to continue to work then she can elect to use any available paid leave (personal, annual and/or long service leave) or to take personal leave without pay.
 - (12) Where an Employee is entitled to paid maternity leave, but because of illness, is on personal leave, annual leave, long service leave, or personal leave without pay prior to the birth, such leave ceases six weeks prior to the expected date of the birth. The Employee then commences maternity leave with the normal provisions applying.
 - (13) In the event of a miscarriage, any absence from work is to be covered by the current personal leave provisions.
 - (14) In the case of stillbirth, subject to subclause (d), an Employee may elect to take personal leave, subject to the production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.
 - (15) An Employee who gives birth prematurely, and prior to proceeding on maternity leave, shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an Employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.
 - (16) Return to Work Guarantee
On ending unpaid parental leave, an Employee is entitled to return to:
 - (a) The Employee's pre-parental leave position; or
 - (b) If that position no longer exists – an available position for which the employee is qualified and suited nearest in status and pay to the pre-parental leave position.

42. LONG SERVICE LEAVE

The provisions of the *Long Service Leave Act 1976* (as amended) will apply to Employees covered by this Agreement.

43. PROFESSIONAL DEVELOPMENT

- (a) Each full time Employee (pro rata, for part time Employee) is entitled to access up to 3 days paid leave for the purposes of attendance at approved conferences/ seminars and courses of study. Each application will be assessed on its merits in the context of the applicability of the conference/ seminar or course of study, the number of other similar applications and the resources available to the Employer.
- (b) The time and manner of taking any entitlement under this provision is to be mutually agreed between the Employer and the Employee and the course and means of dissemination of conference/seminar or course study information is to be approved

by the Manager or Nominee. Should mutual agreement not be possible on repeated occasions this matter is to be referred to the dispute resolution process.

- (c) Reasonable travel, accommodation and registration costs may be paid by the Employer, when the Employer selects and/or approves the Employee for the conference/seminar.
- (d) All staff granted conference/seminar or course of study leave will be required to provide an in-service to other staff on the learning from the leave and to provide a report to their manager on the learning's from the conference/seminar or course of study.

44. MANDATORY TRAINING

- (a) All employees have a responsibility to maintain and upgrade their skills commensurate with the requirements of their position. Calvary's preference is that mandatory training will be provided and undertaken at the workplace and in paid time.
- (b) On-Site Training
 - (i) *Contiguous with a Shift*
Where an employee is rostered (or it is agreed) for additional time to complete mandatory training immediately prior to, or immediately after their shift then the employee will be paid at their ordinary rate of pay. Shift penalties (clause 17) and weekend penalties (clause 18) will be applicable provided they are calculated on the employee's rostered shift and not the additional mandatory training time's start or finish time.
 - (ii) *Employee's Day Off*
Where an employee is rostered to attend mandatory training on their day off work, then the employee will be paid at their ordinary rate of pay (plus shift or weekend penalties, as applicable) for a minimum 1 hours' engagement.
 - (iii) Casual employees shall be paid casual loading in addition to their ordinary rates under this clause.
 - (iv) Mandatory Training will not attract overtime penalty rates unless the mandatory training exceeds 8 hours per calendar year, provided that overtime penalty rates will apply where hours worked, inclusive of training hours, by an Employee exceed 10 hours in a day or 76 hours in a fortnight. In such instances, overtime will be paid on the date the mandatory training hours were incurred.
- (c) E-Learning
 - (i) E-learning modules will normally be completed within the ordinary working hours in the workplace. With prior approval from the Manager, modules can be completed outside of working hours and from home. This clause (c) applies to the exclusion of clause (b) when employees are undertaking e-learning from home.
 - (ii) Calvary may require employees to complete compulsory modules through e-learning and will allocate an amount of time for the completion of each

compulsory module (the **'approved amount of time'**).

- (iii) Calvary will pay employees for the approved amount of time taken to complete this training, irrespective of whether the employee successfully completes the training in a shorter time period.
- (iv) The employee will be paid at their ordinary rate of pay for the allocated time taken to complete the module. No penalty or overtime rates shall apply. Casual employees shall be paid casual loading.
- (v) Where an employee finds that it takes more than the approved amount of time to complete a module, they should log out of the training (which will save it automatically) and bring this to the attention of their Manager. The Manager will take steps to ensure the employee is able to complete the training by:
 - (A) arranging for the module to be completed in working hours in the workplace and ensuring access to IT resources to allow this to occur; and/or
 - (B) approving payment for additional time required to complete the module from home. If an employee is still unable to complete the module after the additional time, they will again bring this to the attention of the Manager.

45. REPRESENTATIVES LEAVE

- (a) Leave to attend trade union and union delegate courses/seminars shall be as follows:
 - (i) To a maximum of 4 days per year (1 January to 31 December) for each campus for the totality of all applications of paid trade union, union delegate training leave, shall be available for the purpose of trade union training, union delegate courses and seminars provided that:
 - (1) the scope, content and level of the courses are directed to the enhancement of the operation of the settlement of dispute/dispute settlement procedure/s;
 - (2) two weeks' 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. CEREMONIAL LEAVE

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

47. LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

- (a) An employee may take paid Family and Domestic Violence leave if:
 - (i) The employee is experiencing family and domestic violence; and
 - (ii) The employee needs to do something to deal with the impact of the family and domestic violence leave; and
 - (iii) It is impractical for the employee to do that thing outside the employee's ordinary hours of work.
- (b) The following definitions apply for the purpose of this clause:
 - (i) **Family and domestic violence** is violent, threatening or other abusive behaviour by a close relative of an employee, member of an employee's household, or a current or former intimate partner of an employee that:
 - (1) seeks to coerce or control the employee; and
 - (2) causes the employee harm or to be fearful.
 - (ii) A **close relative** of the employee is a person who:
 - (1) is a member of the employee's immediate family; or
 - (2) is related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
 - (iii) The **full rate of pay** has the same meaning as the Fair Work Act.
- (c) Entitlement to Calvary Paid Family and Domestic Violence Leave Scheme
 - (i) The Calvary Family and Domestic Violence Leave Scheme's objective is to provide an extended entitlement to the amount of Family and Domestic Violence Leave under the NES.
 - (ii) Those employees eligible for Family and Domestic Violence leave in accordance with the NES are entitled to Family and Domestic Violence in accordance with the terms of this clause.
 - (iii) The amount of paid Family and Domestic Violence Leave an employee is entitled to under this Agreement shall be twenty days, inclusive of the entitlement under the NES.

NOTE 1: Nothing in this clause is intended to discourage or prevent an employee requiring more support to request additional paid Family and Domestic Violence Leave or any other form of support an employee may need from Calvary.

- (iv) The amount of Family and Domestic Violence Leave under clause (c)(iii) shall:
 - (1) be available in full at the start of each 12 month period of the employee's employment; and
 - (2) not accumulate from year to year; and
 - (3) will not be paid out at the end of employment
- (d) Payment of Calvary Paid Family and Domestic Violence Leave Scheme

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- (i) Employees will be paid at their full rate of pay based on their classification and pay point, calculated on what the employee would have received if they worked the period rather than take the leave.
 - (ii) For a casual employee, the leave is paid on the hours of work which were offered and the employee accepted prior to the requirement to take Family and Domestic Violence leave.
 - (iii) Family and Domestic Violence Leave may be taken as a single period or separate periods made of whole days/shifts or, where agreed with Calvary, as periods of less than one day/shift.
 - (iv) Family and Domestic Violence Leave shall be counted as continuous service for all purposes under the Fair Work Act.
 - (v) Calvary may label Family and Domestic Violence Leave with another name/title on an employee's payslip to enable the confidentiality and protection of an employee; provided that Calvary has a measure taken to record the other name/title used to enable the auditing of an employee's payslip, if required.

(e) Notice and Evidence Requirements

NOTE: These evidence requirements are the same as the NES.

- (i) An employee must give their employer notice of taking Family and Domestic Violence Leave.
- (ii) The notice must be given to Calvary as soon as practicable and must advise Calvary of the period, or expected period, of the Family and Domestic Violence Leave.
- (iii) An employee who has given Calvary notice of taking of Family and Domestic Violence Leave must, if required by Calvary, give Calvary evidence that would satisfy a reasonable person that the leave is taken for the purposes specified in subclause (c).

NOTE 1: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

48. EMERGENCY SERVICES LEAVE

- (a) In addition to the NES, an Employee who by reason of a natural disaster, such as a bushfire or flood, requires time away from work, or is required to return home before the usual finishing time, to ensure their own safety or for the protection of their property, will, subject to management approval, be able to:
 - (i) access up to 3 days of paid leave (for any absences on rostered periods of ordinary duty) in any 12 month period;

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- (ii) in addition to the paid leave set out at (a)(i) - utilise accrued annual leave, an accrued day off, time in lieu or unpaid leave.

49. JURY SERVICE

- (a) An Employee, other than a casual Employee, 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 ordinary salary he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service. The period of payments of jury service shall be limited to the period prescribed under relevant Legislation.
- (b) An Employee 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 Employee shall give his or her Employer proof of his or her attendance at the court, the duration of such attendance and the amount received in respect of such jury service.

Part 6 – Ending Employment

50. REDUNDANCY

- (a) The parties agree that it is not desirable to lose the services of Employees through redundancy. It is the parties preferred option to seek redeployment and retraining opportunities within the organisation should the occasion arise.
- (b) Commitment to Consult
 - (i) The parties to this Agreement recognise that redundancy, when it occurs, is both sensitive and traumatic and needs to be handled in a delicate manner.
 - (ii) 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 Employees of the Employer, the Employer shall consult with affected Employees in accordance with the consultation regarding change provision of this Agreement.
- (c) Redeployment and Retraining

In the event of a position being made redundant, the following shall apply:

 - (i) The Employer will actively explore all internal redeployment opportunities for Employees surplus to requirements.
 - (ii) An Employee seeking redeployment may be retrained for an available position on condition that the Employee can demonstrate that he or she possesses the necessary capacity for that position.
 - (iii) Where retraining is required, the Employer will provide and pay for any training which the Employer deems necessary for the Employee to perform the duties of the position to which the Employee is being redeployed. The Employee will be entitled to undertake this training during work time.
 - (iv) All reasonable attempts will be made to ensure that an Employee's area of choice, hours of work, previous employment classification and previous roster patterns are met.
- (d) Notice of Redundancy
 - (i) The Employer undertakes to provide the maximum possible notice of the need to make a position(s) redundant. In all cases however, the minimum period of notice for Employees subject to termination will be two (2) weeks.
 - (ii) The required period of notice in the event that a position is made redundant is as follows:

Employee's Period of Continuous Service with the Employer	Period of Notice
Not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

The required notice period will be increased by one (1) week if the Employee is over 45 years of age at the time of termination and has completed 2 years' continuous service with the Employer.

(e) Redundancy Package

Where redeployment or retraining opportunities are not available, the separation package to be paid to a redundant Employee is as follows:

(i) Redundancies

- (1) Notice as stipulated in this clause, or payment in lieu thereof
- (2) 2 weeks' pay for each year of service and pro rata to two weeks for the final uncompleted year of service, providing that such payment is no less than the severance prescribed under the NES.
- (3) Full payment of all accrued pro rata long service leave entitlements after five years of service.
- (4) Full payment of all accrued annual leave entitlements including leave loading.

(ii) A week's full pay shall mean

- (1) The weekly base rate for the classification; and
- (2) Any penalties; and
- (3) Any all-purpose work related allowances.

(f) All Employees who are made redundant shall be given assistance by the Employer in seeking suitable alternative employment. Such Employees will be granted time off with pay to seek alternative employment or to make arrangements for training or re-training

(g) Financial Counselling

- (i) The Employer undertakes to provide access in paid time for each Employee who is offered a redundancy, or who expresses an interest in a redundancy, to consult a financial adviser. The Employer will pay for the initial cost associated with the financial counselling (up to two sessions) from a financial counsellor agreed to by the Employer and the Employee.
- (ii) The Employer will provide to each Employee a fully detailed pay statement at the time when the offer of redundancy is made.

(h) In the event of a permanent position becoming available, the Employer shall take reasonable steps to notify redundant Employees (within 12 months of being made redundant) of such vacancy and the Employee shall be invited to apply.

(i) Provided that in the case where the Employer facilitates acceptable alternative employment for an Employee, including the transfer of all entitlements, the provisions of this redundancy clause shall not apply.

(j) Acceptable alternative employment will have been provided where the Employee is transferred to

- (i) a position which reflects the individual skills of that Employee; and

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- (ii) a position which, as a minimum, provides the same financial and employment benefits (including security of employment) as the position which no longer exists.

51. TERMINATION OF EMPLOYMENT

- (a) Except for summary dismissal, the services of an Employee shall be terminated by notice as prescribed by Fair Work Act or by the payment of salary in lieu thereof.
- (b) The notice as prescribed under the Fair Work Act is as follows:

Period of continuous service Notice	Minimum Period of notice
1 year or less	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (c) Employees aged 45 years or older will be entitled to an additional one weeks' notice on completion of at least two years continuous service for all Employees other than casuals.
- (d) **Notice of termination by an Employee**
 - (i) An Employee must provide to the Employer notice of termination in accordance with Clause 51(b).
 - (ii) If the Employee, who is at least 18 years of age, fails to give the period of notice required under subclause (d), the Employer may deduct from wages due to the Employee under the Agreement an amount that is no more than one week's wages for the Employee.
- (e) Upon the termination of the services of an Employee by the Employer and subject to an Employee request, the Employer shall furnish the Employee with a written statement that is duly signed by or on behalf of the Employer and sets out the period of the employment and the capacity in which the Employee was employed.

SIGNATORIES

I am authorised to sign this Agreement on behalf of CALVARY HEALTH CARE TASMANIA

SIGNATURE

PRINT NAME AND TITLE

Address:

Date:

I am authorised to sign this Agreement as the nominated employee bargaining representative on behalf of the HACSU

SIGNATURE

PRINT NAME AND TITLE

Address:

Date:

SCHEDULE 1: CLASSIFICATIONS

OPERATIONAL

Level 1

An employee with less than 3 months' work experience in the industry and who performs basic duties.

Key Characteristics:

(a) An employee at this level:

- (i) works within established routines, methods and procedures;
- (ii) has minimal responsibility, accountability or discretion;
- (iii) works under direct or routine supervision, either individually or in a team; and
- (iv) is not required to have previous experience or training.

Level 2

Key Characteristics:

(a) An employee at this level:

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

Indicative roles at this level are:

- Hospital Orderly/Officer;
- Storesperson/ Supply Officer;
- Hospitality General Services Assistant;
- Catering Assistant;
- Catering Officer (Barista);
- Hospitality Services Assistant/ Housekeeping;
- Apprentice Chef;
- Trainee Cook
- Maintenance Assistant (unqualified)

Level 3

Key Characteristics

(a) An employee at this level:

- (i) is capable of prioritising work within established routines, methods and procedures;
- (ii) is responsible for work performed with a medium level of accountability or discretion;
- (iii) works under limited supervision, either individually or in a team;
- (iv) possesses sound communication and/or arithmetic skills; and
- (v) requires specific on-the-job training and/or relevant skills training or experience.
- (vi) undertakes leading hand responsibilities - placed in charge of not less than two other employees of less experience and/or a substantially similar classification, but does not include any employee whose classification denotes supervisory responsibility

Indicative roles at this level are:

- Hospital Orderly/Officer;
- Kiosk Attendant
- Catering Officer
- Hospitality Services Assistant/ Housekeeping;
- Supply Officer

Level 4

Key characteristics

(a) An employee at this level:

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

Indicative roles at this level are:

- Senior General Services Assistant;
- Senior Waste Management Coordinator;
- Cook (with Certificate 3).
- Assistant General Services Coordinator;
- Chef (with certificate of recognition).
- Allied Health Therapy Assistant (Certificate III)

Level 5

Key Characteristics

(a) An employee at this level:

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

Indicative roles at this level are:

- General Services Coordinator;
- Sous Chef (with Certificate 3 or 4 or above).
- Allied Health Therapy Assistant (Certificate IV)

Level 8

Key Characteristics

(a) An employee at this level:

- (i) is capable of functioning autonomously, and prioritising their work and the work of others within established policies, guidelines and procedures;
- (ii) is responsible for work performed with a substantial level of accountability and responsibility;
- (iii) may supervise the work of others, including work allocation, rostering and guidance;
- (iv) works either individually or in a team;
- (v) may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- (vi) possesses developed administrative skills and problem solving abilities;
- (vii) possesses well developed communication, interpersonal and/or arithmetic skills; and

(viii) may require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative roles at this level are:

- Head Chef
- Supply Manager

Level 9

Key Characteristics:

(a) Employees at this level will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to independently advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field/s of their expertise.

(b) They are responsible and accountable for their own work; and may have delegated responsibility for the work under their control or supervision, in terms of, inter alia, scheduling workloads, resolving operations problems, monitoring the quality of work produced as well as counselling staff for performance as well as work related matters.

(c) They would also be able to train and to supervise employees in lower levels by means of personal instruction and demonstration. They often exercise initiative, discretion and judgment in the performance of their duties.

(d) The possession of relevant post secondary qualifications may be appropriate but not essential.

Indicative roles at this level are:

- Engineering (Maintenance) Services Manager
- Facilities Manager
- Hospitality Services Manager

ADMINISTRATIVE & CLERICAL

Level 1A

Key Characteristics

(a) An employee at this level:

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

Indicative roles at this level are:

- Receptionist (Level 1A, less than 12 months experience)

Level 1B

An administrative/clerical employee at this level undertakes a range of basic clerical functions within established routines, methods and procedures.

Indicative roles at this level are:

- Receptionist (Level 1B, 12 months experience and over)

Level 2

Key Characteristics

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

Typical Duties and Skills

Routine work generally by specific direction undertaken under direct and/or routine supervision. Choices made based on established guidelines/instructions written or verbal. Ability to acquire the required knowledge and skills to effectively undertake the work. Employees at this level must have Certificate III level qualification or equivalent industry level experience as assessed by Calvary

Indicative roles at this level are:

Ward Clerk
Receptionist
Medical Records Officer

Level 3

Key Characteristics

(a) An employee at this level:

- (i) is capable of functioning semi autonomously, and prioritising their own work within established policies, guidelines and procedures;
- (ii) is responsible for work performed with a substantial level of accountability;
- (iii) works either individually or in a team;
- (iv) in the case of an administrative/clerical employee, requires a comprehensive knowledge of medical terminology and/or a working knowledge of health insurance schemes;
- (v) may require basic computer knowledge or be required to use a computer on a regular basis;
- (vi) possesses administrative skills and problem solving abilities;
- (vii) possesses well developed communication, interpersonal and/or arithmetic skills; and

(viii) requires substantial on-the-job training and may require formal qualifications (eg: Certificate IV), or equivalent industry level experience as assessed by Calvary.

Typical Duties and Skills

Experienced clerical level - to achieve set outcomes, undertaken under routine supervision. Choices made based on established guidelines/instructions written or verbal. Directly responsible for completion of tasks. A knowledge of established work practices is required. Experienced clerical level requiring good communication skills.

Indicative roles at this level are:

- Purchasing Officer
- Administration Officer
- Ward Clerk
- Finance Officer
- Admission Officer

Level 4

Key Characteristics

(a) An employee at this level:

- (i) is capable of functioning semi autonomously, and prioritising their own work within established policies, guidelines and procedures;
- (ii) is responsible for work performed with a substantial level of accountability;
- (iii) works either individually or in a team;
- (iv) in the case of an administrative/clerical employee, requires a comprehensive knowledge of medical terminology and/or a working knowledge of health insurance schemes;
- (v) may require basic computer knowledge or be required to use a computer on a regular basis;
- (vi) possesses administrative skills and problem solving abilities;
- (vii) possesses well developed communication, interpersonal and/or arithmetic skills; and
- (viii) requires substantial on-the-job training and may require formal qualifications (eg: Diploma), or equivalent industry level experience as assessed by Calvary.

Typical Duties and Skills

Specialist functions undertaken under general direction and general supervision based on established procedures and practices. Exercise of limited discretion is required. Supervision of a small number of employees may be required. Experienced clerical level requiring a comprehensive understanding of relevant procedures and high level communication skills.

Indicative roles at this level are:

- Health Fund Validator;
- Theatre Bookings Officer;
- Theatre Secretary;
- Prosthetic Biller ;Team Leader;
- Patient Services.
 - North – manages sessional suites. Managing doctors that are hiring rooms, billing and admin support for the doctors who hire out our suites.
- Executive Assistant (St Johns)
- Ward Clerk
- Finance Officer
- Administration Officer

Level 5

Key Characteristics

(a) An employee at this level:

- (i) is capable of functioning with a high level of autonomy, and prioritising their work within established policies, guidelines and procedures;
- (ii) is responsible for work performed with a substantial level of accountability and responsibility;
- (iii) works either individually or in a team;

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- (iv) may require comprehensive computer knowledge or be required to use a computer on a regular basis;
 - (v) possesses administrative skills and problem solving abilities;
 - (vi) possesses well developed communication, interpersonal and/or arithmetic skills; and
 - (vii) may require formal qualifications (eg: Diploma), or equivalent industry level experience as assessed by Calvary.

Typical Duties and Skills

Clerical and administrative work of a value impacting on the efficient operation of the work unit or hospital. A supervisory level. Work undertaken under general direction and general supervision requiring initiative and the exercise of discretion. The exercise of a formal delegation may be required. Extensive knowledge of the specific discipline with well developed communication and problem solving. Ability and experience in staff supervision.

Indicative roles at this level are:

- Executive Assistant (Hobart Exec)
- Executive Assistant (GM Lton)
- Executive Assistant (DCS Lton)
- Admissions Officer
- Executive Assistant
- Clinical Coder

Level 6

Key Characteristics

(a) An employee at this level:

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

Typical Duties and Skills

Administrative work which may require the management of human and material resources in carrying out a variety of complex functions under a broad range of conditions under general supervision. The exercise of judgment and initiative consistent with the possession of sound knowledge in the field of work within which the position operates. Guidelines and procedures are generally well recognised but there may be some interpretation required in order to establish and select the most appropriate approach to functions. Ability to research, evaluate and formulate information is critical. Experience in resource management is essential.

Indicative roles at this level are:

- Executive Assistant (Hobart to GM)
- Patient Administration Manager
- Volunteer Manager

Level 7

Key Characteristics

- (a) Employees at this level will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable

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- them to independently advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field/s of their expertise.
- (b) They are responsible and accountable for their own work; and may have delegated responsibility for the work under their control or supervision, in terms of, inter alia, scheduling workloads, resolving operations problems, monitoring the quality of work produced as well as counselling staff for performance as well as work related matters.
 - (c) They would also be able to train and to supervise employees in lower levels by means of personal instruction and demonstration. They often exercise initiative, discretion and judgment in the performance of their duties.
 - (d) The possession of relevant post secondary qualifications may be appropriate but not essential.
- I Indicative typical duties and skills in this level may include:
- (i) operating and having responsibility for a complex and diverse payroll system;
 - (ii) applying detailed knowledge of the organisation's objectives, performance, projected areas of growth, product trends and general industry conditions for the purposes of assisting in developing policy or new products and services to meet changing market needs or other circumstances;
 - (iii) using computer software packages including evaluating and determining optimum software solutions or the integration of complex word processing/data/graphics text;
 - (iv) finalising quotations or costings by applying a detailed knowledge of variable inputs, margins, market conditions, supply and delivery arrangements; or
 - (v) preparing internal reports for management in any or all of the following areas:
 - account/financial;
 - staffing;
 - legislative requirement; and
 - other significant company activities/operations.

Typical Duties and Skills

Positions require a high degree of proficiency in the use of established administrative or managerial skills such as human resource management or accounting. Positions usually have responsibility for resource allocation and management and supervision of lower level Employees in the achievement of organisational goals. Interpretation of policy and guidelines is a feature and functions are undertaken with general or limited supervision. A high level of experience in management practices is paramount.

Indicative roles at this level are:

- Health Information Services Co-ordinator
- Business Manager (Cardiac Centre/ Consulting Suites or other specialty)
- Return to Work Coordinator
- Work Health and Safety Coordinator

Level 8

Key Characteristics

- (a) Work at this level is usually performed in relation to established priorities, task methodology and work practices to achieve results in line with the organisation goals.
- (b) The work may include preparing papers and reports, drafting complex correspondence for senior employees, undertaking activities of a specialist or detailed nature, assisting in the preparation of procedural guidelines, providing, interpreting and analysing information for clients or other interested parties, exercising specific process responsibilities, and overseeing and co-ordinating the work of subordinate staff.
- (c) Work at this level includes supervision of a work group, small work area or office within the total organisational structure and co-ordination of a range of organisation functions.
- (d) Work is performed under general direction as to work priorities and may be of a technical or professional, project, procedural or processing nature, or a combination of these.
- (e) Direction exercised over work performed at this level may be less direct than at lower levels and is usually related to task methodologies and work practices. Employees at this level are expected to set priorities and to monitor work flow in the area of responsibility.
- (f) The work at this level requires the application of knowledge usually gained through previous experience in the discipline or from post secondary or tertiary study. The work may require the co-ordination of a range of organisation functions and the exercising of judgment and/or delegated authority in areas where precedents or procedures are not clearly defined.

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- (g) Independent action may be exercised at this level, e.g. developing procedures, management strategies and guidelines.
- (h) Indicative typical duties and skills at this level may include:
- (i) supervising staff, setting priorities, monitoring work flow, and the development of strategies or work practices;
 - (ii) having responsibility for the development of appropriate training programmes related to group development;
 - (iii) applying equal employment opportunity and industrial relations principles;
 - (iv) providing advice in relation to personal and career development related to work requirements;
 - (v) liaising or communicating with clients or other interested groups;
 - (vi) general knowledge of the organisation's operations, combined with specialist knowledge of major activities within the work area; or
 - (vii) being able to investigate interpret or evaluate information where legislation, regulations, instructions or procedural guidelines do not give adequate or specific answers.

Typical Duties and Skills

Positions at this level work with limited supervision usually manage the operations of an organisational element, undertake a management function or provide consultative or administrative support and advice to a particular programme or activity. The tasks may be either complex or specific in nature but directed to the organisation's corporate goals. Immediate subordinate positions may include staff in technical or professional structures, in which case supervision is for administrative purposes only. In other circumstances, supervision may involve the exercise of technical or professional skill and judgment. Independence of action including the use and allocation of resources within laid down constraints may be a feature. Decisions taken or responsibilities exercised may have a major impact on the operation of the work area. General management skills and the ability to contribute to the development of policy initiatives are required as is a high level of interpersonal and communication skills.

Indicative roles at this level are:

- Patient Administration Manager

TECHNICAL (CSSD and Theatre)

Theatre

Level 1

Key Characteristics

(a) An employee at this level:

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

Indicative roles at this level are:

- Technician/ Theatre Orderly (trainee)

Level 1A

Key Characteristics

(a) An employee, at this level:

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

Indicative roles at this level are:

- Theatre Orderly

Level 2

Key Characteristics

(a) An employee at this level:

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

Typical Duties and Skills

Indicative roles at this level are:

- Theatre Layout Attendant
- Theatre Technician (Cert III)

Level 3

Key Characteristics

(a) An employee at this level:

- (i) is capable of functioning with a high level of autonomy, and prioritising their work within established policies, guidelines and procedures;
- (ii) is responsible for work performed with a substantial level of accountability and responsibility;
- (vii) works either individually or in a team;

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- (iv) may require comprehensive computer knowledge or be required to use a computer on a regular basis;
 - (vii) possesses administrative skills and problem solving abilities;
 - (vi) possesses well developed communication, interpersonal and/or arithmetic skills; and
 - (vii) may require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative roles at this level are:

- Theatre Technician (Advanced Certificate/ Associate Diploma level)

Level 4

Key Characteristics

(a) An employee at this level:

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

Indicative roles at this level are:

- Theatre Technician (Specialised Unit)

Level 5

Key Characteristics

- (a) Employees at this level will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to independently advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field/s of their expertise.
- (b) They are responsible and accountable for their own work; and may have delegated responsibility for the work under their control or supervision, in terms of, inter alia, scheduling workloads, resolving operations problems, monitoring the quality of work produced as well as counselling staff for performance as well as work related matters.
- (c) They would also be able to train and to supervise employees in lower levels by means of personal instruction and demonstration. They often exercise initiative, discretion and judgment in the performance of their duties.
- (d) requires formal qualifications

Indicative roles at this level are:

- Theatre Technician Advanced (Specialised Unit - Qualified)

Level 6

Key Characteristics

- (a) Work at this level is usually performed in relation to established priorities, task methodology and work practices to achieve results in line with the organisation goals.
- (b) The work may include preparing papers and reports, drafting complex correspondence for senior employees, undertaking activities of a specialist or detailed nature, assisting in the preparation of procedural guidelines, providing, interpreting and analysing information for clients or other interested parties, exercising specific process responsibilities, and overseeing and co-ordinating the work of subordinate staff.

(c) Work at this level includes supervision of a work group, small work area or office within the total organisational structure and co-ordination of a range of organisation functions.

(d) Work is performed under general direction as to work priorities and may be of a technical or professional, project, procedural or processing nature, or a combination of these.

(e) Direction exercised over work performed at this level may be less direct than at lower levels and is usually related to task methodologies and work practices. Employees at this level are expected to set priorities and to monitor work flow in the area of responsibility.

(f) The work at this level requires the application of knowledge usually gained through previous experience in the discipline or from post secondary or tertiary study. The work may require the co-ordination of a range of organisation functions and the exercising of judgment and/or delegated authority in areas where precedents or procedures are not clearly defined.

(g) Independent action may be exercised at this level, e.g. developing procedures, management strategies and guidelines.

(h) Indicative typical duties and skills at this level may include:

(i) supervising staff, setting priorities, monitoring work flow, and the development of strategies or work practices;

(ii) having responsibility for the development of appropriate training programmes related to group development;

(iii) applying equal employment opportunity and industrial relations principles;

(iv) providing advice in relation to personal and career development related to work requirements;

(v) liaising or communicating with clients or other interested groups;

(vi) general knowledge of the organisation's operations, combined with specialist knowledge of major activities within the work area; or

(vii) being able to investigate interpret or evaluate information where legislation, regulations, instructions or procedural guidelines do not give adequate or specific answers.

Indicative roles at this level are:

- Theatre Technician Coordinator

CSSD

Level 1

Key Characteristics

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

Indicative roles at this level are:

- CSSD Assistant
- Trainee CSSD Attendant

Level 2

Key Characteristics

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

Indicative roles at this level are:

- CSSD Sterilizing Technician

Level 3

Key Characteristics

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

Indicative roles at this level are:

- CSSD Leading hand
- Loan kit/ Prosthetics Coordinator

Level 4

Key Characteristics

- (a) An employee at this level:
- (i) is capable of functioning with a high level of autonomy, and prioritising their work within established policies, guidelines and procedures;
 - (ii) is responsible for work performed with a substantial level of accountability and responsibility;
 - (iii) works either individually or in a team;

-
- (iv) may require comprehensive computer knowledge or be required to use a computer on a regular basis;
 - (v) possesses administrative skills and problem solving abilities;
 - (vi) possesses well developed communication, interpersonal and/or arithmetic skills; and
 - (vii) may require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative roles at this level are:

- CSSD Team Leader

Level 5

Key Characteristics

(a) An employee at this level:

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

Indicative roles at this level are:

- CSSD Coordinator

HEALTH PROFESSIONALS

Level 1

Key Characteristics

(a) Positions at level 1 are regarded as entry level health professionals and for initial years of experience.

(b) This level is the entry level for new graduates who meet the requirement to practise as a health professional (where appropriate in accordance with their professional association's rules and be eligible for membership of their professional association) or such qualification as deemed acceptable by the employer. It is also the level for the early stages of the career of a health professional.

Level 2

Key Characteristics

(a) A health professional at this level works independently and is required to exercise independent judgment on routine matters. They may require professional supervision from more senior members of the profession or health team when performing novel, complex, or critical tasks. They have demonstrated a commitment to continuing professional development and may have contributed to workplace education through provision of seminars, lectures or in-services. At this level the health professional may be actively involved in quality improvement activities or research.

(b) At this level the health professional contributes to the evaluation and analysis of guidelines, policies and procedures applicable to their clinical/professional work and may be required to contribute to the supervision of discipline specific students.

Level 3

Key Characteristics

(a) A health professional at this level would be experienced and be able to independently apply professional knowledge and judgment when performing novel, complex, or critical tasks specific to their discipline. At this level health professionals will have additional responsibilities.

(b) An employee at this level:

(i) works in an area that requires high levels of specialist knowledge and skill as recognised by the employer;

(ii) is actively contributing to the development of professional knowledge and skills in their field of work as demonstrated by positive impacts on service delivery, positive referral patterns to area of expertise and quantifiable/measurable improvements in health outcomes;

(iii) may be a sole discipline specific health professional in a metropolitan, regional or rural setting who practices in professional isolation from health professionals from the same discipline;

(iv) is performing across a number of recognised specialties within a discipline;

(v) may be accountable for allocation and/or expenditure of resources and ensuring targets are met and is responsible for ensuring optimal budget outcomes for their customers and communities;

(vi) may be responsible for providing regular feedback and appraisals for senior staff to improve health outcomes for customers and for maintaining a performance management system; and

(vii) is responsible for providing support for the efficient, cost effective and timely delivery of services.

Level 4

Key Characteristics

(a) A health professional at this level applies a high level of professional judgment and knowledge when performing a wide range of novel, complex, and critical tasks, specific to their discipline.

(b) An employee at this level:

(i) has a proven record of achievement at a senior level;

(ii) has the capacity to allocate resources, set priorities and ensure budgets are met within a large and complex organisation;
(iii) may be responsible to the executive for providing effective services and ensuring budget/strategic targets are met;
(iv) supervises staff where required; and
(v) is expected to develop/implement and deliver strategic business plans which increase the level of care to customers within a budget framework.

Indicative roles at this level are:

- a Senior Professional Practitioner;
- a Professional Specialist;
- a Deputy Head of Department.

Level 5

Key Characteristics

An employee at this level:

- exercises a high degree of independence in the determination of overall strategies, priorities, work standards and the allocation of resources.
- Judgments made at this level form the basis of advice to senior levels within a department and are often critical to the achievement of overall objectives of a departmental program or organisational unit.
- Work is monitored against broad objectives and has a high corporate impact.
- Administrative direction is given on the Employer's policies and objectives and to ensure coordination with other major work units.
- operates in accordance with broad objectives and is expected to apply unusually significant professional knowledge and professional judgment in one or more disciplines or fields directly relevant to the work area and in relation to most novel, complex or critical work
- may leads and direct an organisational element or team or professionals and other staff requiring co-ordination, and is responsible for human, physical and financial resources under the control of the position. The management role may require professional leadership over subordinate staff including supervisors. This involves setting standards for and evaluation of performance; interpreting policy relevant to the work area; and may involve resolving more complex technical or professional problems.

Level 5 Grade 1 A Professional Manager including a Head of Department at this Level leads and directs an organisational element or team or professionals and other staff requiring co-ordination, and is responsible for human, physical and financial resources under the control of the position. The management role may require professional leadership over subordinate staff including supervisors. This involves setting standards for and evaluation of performance; interpreting policy relevant to the work area; and may involve resolving more complex technical or professional problems.

Typical features of positions classified at this level include: • responsibility for human, physical and financial resources; • responsibility (usually) for less than 10 staff, who are predominantly professional but may include some technical, clerical or operational staff; • responsibility for managing a budget; managerial complexity is usually moderate.

Level 5 Grade 2 Professional Manager including a Head of Department at this Level leads and directs a medium sized organisational element or team of professionals and other staff requiring considerable co-ordination, and is responsible for human, physical and financial resources under the control of the position. The management role may require professional leadership over subordinate staff including supervisors. This involves setting standards for and evaluating performance, interpreting policy relevant to the work area; and may involve resolving more complex technical or professional problems.

Typical features of positions classified at this level include: • responsibility for human, physical and financial resources; • responsibility (usually) for 10-19 staff, who are predominantly professional but may include some technical, clerical or operational staff; • responsibility for managing a budget; • managerial complexity is usually considerable.

Level 5 Grade 3 A Professional Manager including a Head of Department at this Level leads and directs a large sized organisational element or team or professionals and other staff requiring considerable co-ordination, and has significant responsibility for human, physical and financial resources under the control of the position. The management role may require professional leadership over subordinate staff including supervisors. This involves setting standards for and evaluating performance, interpreting policy relevant to the work area; and may involve resolving more complex technical or professional problems.

Typical features of positions classified at this level include: • responsibility for human, physical and financial resources; • responsible (usually) for 20-29 staff, who are predominantly professional but may include some technical, clerical or operational staff; • significant budget responsibility; • managerial complexity is usually significant.

Level 5 Grade 4 A Senior Professional Manager including a Head of Department at this Level directs and co-ordinates a major function or work area involving a considerable variety of activities and organised on a geographical (including state-wide) or functional basis. Relative to other senior professional Employee positions, Senior Professional Managers at this Level have unusually significant responsibility for the human, physical and financial resources under their control and the work may also include extensive co-ordination of projects involving unusually large numbers of professional and other staff engaged in field, laboratory, clinical, production or construction work. They direct professional and technical staff working in different fields.

Indicative roles at this level are:

- a Senior Professional Practitioner;
- a Senior Professional Specialist;
- a Professional Manager – including a Head of Department.

PASTORAL CARE

Level 1

Key Characteristics

(a) Positions at level 1 are regarded as entry level pastoral care professionals and for initial years of experience.

(b) This level is the entry level for new graduates who meet the requirement to practise as a pastoral care professional (where appropriate in accordance with their professional association's rules and be eligible for membership of their professional association) or such qualification as deemed acceptable by the employer.

Level 2

Key Characteristics

(a) A pastoral care professional at this level works independently and is required to exercise independent judgment on routine matters. They may require professional supervision from more senior members of the profession or health team when performing novel, complex, or critical tasks. They have demonstrated a commitment to continuing professional development and may have contributed to workplace education through provision of seminars, lectures or in-services. At this level the health professional may be actively involved in quality improvement activities or research.

(b) At this level the pastoral care professional contributes to the evaluation and analysis of guidelines, policies and procedures applicable to their clinical/professional work and may be required to contribute to the supervision of discipline specific students/volunteers. Bereavement support. Mental health first aid.

Level 3

Key Characteristics

Experienced professional able to independently apply professional knowledge and judgement when performing novel, complex or critical tasks specific to their discipline. Work in an area requiring high levels of specialist knowledge and skill. Performing across a number of recognised specialities within a discipline. Responsible for providing support for the efficient, cost effective and timely delivery of services. Actively contribute to development of professional knowledge and skill in their field of work as demonstrated by positive impacts on service delivery, and quantifiable/measurable improvements in health outcomes; accountable for allocation and/or expenditure of resources and ensuring targets are met. Responsible for ensuring optimal budget outcomes for their customers and communities; responsible for providing regular feedback and appraisals for senior staff to improve health outcomes for patients, residents and clients.

Level 4

Key Characteristics

High level of professional judgement and knowledge when performing a wide range of novel, complex and critical tasks specific to their discipline. Has a proven academic achievement record at a senior level. Has capacity to allocate resources, set priorities and ensure budgets are met within a large and complex organisation; may be responsible to the executive for providing effective services and ensuring budget/strategic targets are met; supervises team members; develop/implement and deliver strategic business plans; increase level of care to customers within a budget framework

SCHEDULE 2: WAGES SCHEDULE

An Employee appointed or promoted to a position within a level prescribed by this Agreement shall be paid at the wage rate determined for that level by reference to the relevant classification standards in the definitions.

ADMINISTRATIVE AND CLERICAL EMPLOYEES

	Modern Award Translation	Pay Point	FFPPOOA 1/7/21 Hourly Rate	3% or \$50 pw FFPPOOA 1/7/22 Hourly Rate	3% or \$50 pw FFPPOOA 1/7/23 Hourly Rate	1.5% or \$25 pw FFPPOA 1/1/24 Hourly Rate	1.5% or \$25 pw FFPPOA 1/7/24 Hourly Rate
Administration Level 1							
Level 1A (as defined)	Support Services Level 2	1.1	\$22.79	\$24.47	\$25.79	\$26.44	\$27.10
Level 1B (as defined)	Support Services Level 3	1.2	\$25.36	\$26.68	\$27.99	\$28.65	\$29.31
Administration Level 2							
Level 2 (as defined)	Support Services Level 4	2.1	\$26.60	\$27.92	\$29.23	\$29.89	\$30.55
		2.2	\$27.87	\$29.19	\$30.50	\$31.16	\$31.82
		2.3	\$29.13	\$30.45	\$31.76	\$32.42	\$33.08
Administration Level 3							
Level 3 (as defined)	Support Services Level 5	3.1	\$30.40	\$31.72	\$33.03	\$33.69	\$34.35
		3.2	\$31.04	\$32.36	\$33.67	\$34.33	\$34.99
		3.3	\$31.65	\$32.97	\$34.28	\$34.94	\$35.60
		3.4	\$32.37	\$33.69	\$35.00	\$35.66	\$36.32
		3.5	\$32.94	\$34.26	\$35.57	\$36.23	\$36.89
Administration Level 4							
Level 4 (as defined)	Support Services Level 6	4.1	\$34.17	\$35.49	\$36.80	\$37.46	\$38.12
		4.2	\$34.80	\$36.12	\$37.43	\$38.09	\$38.75
		4.3	\$35.41	\$36.73	\$38.04	\$38.70	\$39.36
		4.4	\$36.04	\$37.36	\$38.67	\$39.33	\$39.99
		4.5	\$36.70	\$38.02	\$39.33	\$39.99	\$40.65
Administration Level 5							
Level 5 (as defined)	Support Services Level 6	5.1	\$37.92	\$39.24	\$40.55	\$41.21	\$41.87
		5.2	\$38.59	\$39.91	\$41.22	\$41.88	\$42.54
		5.3	\$39.20	\$40.52	\$41.83	\$42.49	\$43.15
Administration Level 6							
Level 6 (as defined)	Support Services Level 7	6.1	\$40.46	\$41.78	\$43.09	\$43.75	\$44.41
		6.2	\$41.09	\$42.41	\$43.72	\$44.38	\$45.16
		6.3	\$41.72	\$43.04	\$44.35	\$45.02	\$45.69
Administration Level 7							
Level 7 (as defined)		7.1	\$42.99	\$44.31	\$45.63	\$46.32	\$47.01
		7.2	\$44.24	\$45.57	\$46.93	\$47.64	\$48.35

	Support Services Level 8	7.3	\$45.51	\$46.88	\$48.28	\$49.01	\$49.74
Administration Level 8							
Level 8 (as defined)	Support Services Level 9	8.1	\$48.04	\$49.48	\$50.97	\$51.73	\$52.51
		8.2	\$49.28	\$50.76	\$52.28	\$53.07	\$53.86
		8.3	\$50.53	\$52.05	\$53.61	\$54.41	\$55.23

HEALTH PROFESSIONAL EMPLOYEES

	MA Translation	Pay Point	FFPPOOA 1/7/21 Hourly Rate	3% or \$50 pw FFPPOOA 1/7/22 Hourly Rate	1/7/23 3% or \$50 Hourly Rate	1.5% or \$25 pw FFPPOA 1/1/24 Hourly Rate	1.5% or \$25 pw FFPPOA 1/7/24 Hourly Rate
Professional Level 1							
Professional Level 1.1	Health Professional Level 1	1.1	\$33.31	\$34.63	\$35.94	\$36.60	\$37.26
Professional Level 1.2		1.2	\$35.48	\$36.80	\$38.11	\$38.77	\$39.43
Professional Level 1.3		1.3	\$37.67	\$38.99	\$40.30	\$40.96	\$41.62
Professional Level 1.4		1.4	\$39.88	\$41.20	\$42.51	\$43.17	\$43.83
Professional Level 1.5		1.5	\$42.09	\$43.41	\$44.72	\$45.39	\$46.07
Professional Level 2							
Competency Barrier							
Professional Level 2.1	Health Professional Level 2	2.1	\$44.28	\$45.61	\$46.98	\$47.68	\$48.40
Professional Level 2.2		2.2	\$46.46	\$47.85	\$49.29	\$50.03	\$50.78
Professional Level 2.3		2.3	\$48.67	\$50.13	\$51.63	\$52.41	\$53.19
Professional Level 2.4		2.4	\$50.89	\$52.42	\$53.99	\$54.80	\$55.62
Professional Level 2.5		2.5	\$52.92	\$54.51	\$56.14	\$56.98	\$57.84
Professional Level 3							
Professional Level 3.1	Health Professional Level 3	3.1	\$50.89	\$52.42	\$53.99	\$54.80	\$55.62
Professional Level 3.2		3.2	\$52.92	\$54.51	\$56.14	\$56.98	\$57.84
Professional Level 3.3		3.3	\$55.25	\$56.91	\$58.61	\$59.49	\$60.39
Professional Level 3.4		3.4	\$57.09	\$58.80	\$60.57	\$61.48	\$62.40
Professional Level 3.5 (qualified)		3.5	\$58.18	\$59.93	\$61.72	\$62.65	\$63.59
Professional Level 4							
Professional Level 4.1	Health Professional Level 4	4.1	\$58.18	\$59.93	\$61.72	\$62.65	\$63.59
Professional Level 4.2		4.2	\$61.16	\$62.99	\$64.88	\$65.86	\$66.85
Professional Level 4.3		4.3	\$62.60	\$64.48	\$66.41	\$67.41	\$68.42
Professional Level 4.4 (qualified)		4.4	\$64.27	\$66.20	\$68.18	\$69.21	\$70.24
Professional Level 5							
Professional Level 5.1	Health Professional Level 4	5.1	\$65.38	\$67.34	\$69.36	\$70.40	\$71.46
Professional Level 5.2		5.2	\$67.56	\$69.59	\$71.67	\$72.75	\$73.84
Professional Level 5.3		5.3	\$69.77	\$71.86	\$74.02	\$75.13	\$76.26
Professional Level 5.4		5.4	\$76.28	\$78.57	\$80.93	\$82.14	\$83.37

TECHNICAL EMPLOYEES - THEATRE

(Classifications Effective From FFPPOA 1 July 2023)

	MA Translation	Pay Point	FFPPOOA 1/7/21 Based on Ops Stream	3% or \$50 pw FFPPOOA 1/7/22 Hourly Rate	3% or \$50pw Hourly Rate 1/7/23	1.5% or \$25 pw FFPPOA 1/1/24 Hourly Rate	1.5% or \$25 pw FFPPOA 1/7/24 Hourly Rate
Technical Theatre Level 1A Trainee							
Level 1 (as defined)	Support Services Level 2	1A.1	\$23.32	\$24.88	\$26.20	\$26.85	\$27.51
Technical Theatre Level 1B							
Level 1B (as defined)	Support Services Level 3	1B.1	\$24.57	\$25.89	\$27.21	\$27.86	\$28.52
		1B.2	\$24.79	\$26.11	\$27.43	\$28.08	\$28.74
		1B.3	\$25.22	\$26.54	\$27.86	\$28.51	\$29.17
Technical Theatre Level 2							
Level 2 (as defined)	Support Services Level 4	2.1	\$25.64	\$27.33	\$28.65	\$29.30	\$29.96
		2.2	\$26.06	\$27.60	\$28.92	\$29.57	\$30.23
		2.3	\$26.40	\$27.88	\$29.20	\$29.85	\$30.51
		2.4	\$27.53	\$28.85	\$30.17	\$30.82	\$31.48
Technical Theatre Level 3							
Level 3 (as defined)	Support Services Level 6	3.1		\$39.24	\$40.56	\$41.21	\$41.87
		3.2		\$39.91	\$41.23	\$41.88	\$42.54
		3.3		\$40.52	\$41.84	\$42.49	\$43.15
Technical Theatre Level 4							
Level 4 (as defined)	Support Services Level 7	4.1	\$32.50	\$41.78	\$43.10	\$43.75	\$44.41
		4.2	\$32.50	\$42.41	\$43.73	\$44.38	\$45.05
		4.3	\$32.50	\$43.04	\$44.36	\$45.02	\$45.70
Technical Theatre Level 5							
Level 5 (as defined)	Support Services Level 8	5.1	\$39.33	\$44.31	\$45.64	\$46.32	\$47.02
Technical Theatre Level 6							
Level 6 (as defined)	Support Services Level 9	6.1	\$39.33	\$49.48	\$50.96	\$51.73	\$52.50

TECHNICAL EMPLOYEES - CSSD

(Classifications Effective From FFPPOA 1 July 2023)

	MA Translation	Pay Point	FFPPOOA 1/7/21 Based on Ops Stream	3% or \$50 pw FFPPOOA 1/7/22 Hourly Rate	Transition Rate 3% or \$50 pw Hourly Rate 1.7.23	1.5% or \$25 pw FFPPOA 1/1/24 Hourly Rate	1.5% or \$25 pw FFPPOA 1/7/24 Hourly Rate
Technical CSSD Level 1							
Level 1 (as defined)	Support Services Level 3	1	\$24.57	\$25.89	\$27.21	\$27.86	\$28.52
Technical CSSD Level 2							
Level 2 (as defined)	Support Services Level 4	2.1	\$25.64	\$27.33	\$28.65	\$29.30	\$29.96
		2.2	\$26.06	\$27.60	\$28.92	\$29.57	\$30.23
		2.3	\$26.40	\$27.88	\$29.20	\$29.85	\$30.51
		2.4	\$27.53	\$28.85	\$30.17	\$30.82	\$31.48
Technical CSSD Level 3							
Level 3 (as defined)	Support Services Level 5	3.1	\$30.03	\$30.10	\$31.42	\$32.07	\$32.73
		3.2		\$30.55	\$31.87	\$32.52	\$33.18
		3.3		\$31.35	\$32.67	\$33.32	\$33.98
Technical CSSD Level 4							
Level 4 (as defined)	Support Services Level 7	4.1	\$30.03	\$41.78	\$43.10	\$43.75	\$44.41
		4.2		\$42.41	\$43.73	\$44.38	\$45.05
		4.3		\$43.04	\$44.36	\$45.02	\$45.70
Technical CSSD Level 5							
Level 5 (as defined)	Support Services Level 8	5.1	\$44.24	\$44.31	\$45.64	\$46.32	\$47.02

OPERATIONAL EMPLOYEES

	MA Translation	Pay Point	FFPPOOA 1/7/21	3% or \$50 pw FFPPOOA 1/7/22 Hourly Rate	3% or \$50 hourly rate 1/7/23	1.5% or \$25 pw FFPPOA 1/1/24 Hourly Rate	1.5% or \$25 pw FFPPOA 1/7/24 Hourly Rate
Operations Level 1							
Level 1 (as defined)	Support Services Level 1 Up To 3 Months	1.1	\$22.55	\$23.87	\$25.18	\$25.84	\$26.50

Operations Level 2							
Level 2 (as defined)	Support Services Level 2 3 Months or More	2.1	\$23.32	\$24.88	\$26.20	\$26.85	\$27.51
Operations Level 3							
Level 3 (as defined)	Support Services Level 3	3.1	\$24.57	\$25.89	\$27.20	\$27.86	\$28.52
		3.2	\$24.79	\$26.11	\$27.42	\$28.08	\$28.74
		3.3	\$25.22	\$26.54	\$27.85	\$28.51	\$29.17
		<i>Refer clause 3(r)</i>					
		3.4	\$0.00	\$26.65	\$27.97	\$28.62	\$29.28
		3.5	\$0.00		\$28.03	\$28.68	\$29.34
		3.6	\$0.00			\$29.03	\$29.69
Operations Level 4							
	Support Services Level 4	4.1	\$25.64	\$27.33	\$28.65	\$29.30	\$29.96
		4.2	\$26.06	\$27.60	\$28.92	\$29.57	\$30.23
		4.3	\$26.40	\$27.88	\$29.20	\$29.85	\$30.51
Operations Level 5							
	Support Services Level 5	5.1	\$26.71	\$28.16	\$29.48	\$30.13	\$30.79
		5.2	\$26.98	\$28.44	\$29.76	\$30.41	\$31.07
		5.3	\$27.53	\$28.85	\$30.16	\$30.82	\$31.48
		<i>Refer clause 3(r)</i>					
		5.4	\$28.78	\$30.10	\$31.41	\$32.07	\$32.73
		5.5	\$29.23		\$31.86	\$32.52	\$33.18
		5.6	\$30.03			\$33.32	\$33.98
Operations Level 6							
Operations Level 7							
Operations Level 8							
	Support Services Level 7	8.1	\$40.46	\$41.78	\$43.09	\$43.75	\$44.41
		8.2	\$41.09	\$42.41	\$43.72	\$44.38	\$45.05
		8.3	\$41.72	\$43.04	\$44.35	\$45.02	\$45.69
Operations Level 9							
	Support Services Level 8	9.1	\$42.99	\$44.31	\$45.63	\$46.32	\$47.01
		9.2	\$44.24	\$45.57	\$46.93	\$47.64	\$48.35
		9.3	\$45.51	\$46.88	\$48.28	\$49.01	\$49.74

Operations Level 10							
Level 10 (as defined)	Support Services Level 9	10..1	\$48.04	\$49.48	\$50.97	\$51.73	\$52.51
		10.2	\$49.28	\$50.76	\$52.28	\$53.07	\$53.86
		10.3	\$50.53	\$52.05	\$53.61	\$54.41	\$55.23

PASTORAL CARE EMPLOYEES

	MA Translation	Pay Point	FFPPOA 1/7/21	3% or \$50 pw FFPPOA 1/7/22 Hourly Rate	3% or \$50pw hourly rate 1/7/23	1.5% or \$25 pw FFPPOA 1/1/24 Hourly Rate	1.5% or \$25 pw FFPPOA 1/7/24 Hourly Rate
Pastoral Care Level 1							
Pay point 1 (UG 2 qualification)	Health Professionals Level 1	1.1	\$26.69	\$28.01	\$29.32	\$29.98	\$30.64
Pay point 2 (three year degree entry)		1.2	\$27.74	\$29.06	\$30.37	\$31.03	\$31.69
Pay point 3 (four year degree entry)		1.3	\$28.96	\$30.28	\$31.59	\$32.25	\$32.91
Pay point 4 (masters degree entry)		1.4	\$29.93	\$31.25	\$32.56	\$33.22	\$33.88
Pay point 5 (PhD entry)		1.5	\$32.65	\$33.97	\$35.28	\$35.94	\$36.60
Pay point 6		1.6	\$33.77	\$35.09	\$36.40	\$37.06	\$37.72
Pastoral Care Level 2							
Pay point 1	Health Professionals Level 2	2.1	\$33.99	\$35.31	\$36.62	\$37.28	\$37.94
Pay point 2		2.2	\$35.22	\$36.54	\$37.85	\$38.51	\$39.17
Pay point 3		2.3	\$36.56	\$37.88	\$39.19	\$39.85	\$40.51
Pay point 4		2.4	\$37.97	\$39.29	\$40.60	\$41.26	\$41.92
Pastoral Care Level 3							
Pay point 1	Health Professionals Level 3	3.1	\$39.65	\$40.97	\$42.28	\$42.94	\$43.60
Pay point 2		3.2	\$40.77	\$42.09	\$43.40	\$44.06	\$44.72
Pay point 3		3.3	\$41.62	\$42.94	\$44.25	\$44.92	\$45.59
Pay point 4		3.4	\$43.48	\$44.80	\$46.14	\$46.83	\$47.53
Pay Point 5		3.5	\$45.09	\$46.44	\$47.84	\$48.55	\$49.28
Pastoral Care Level 4							
Pay point 1	Health Professionals Level 4	4.1	\$48.03	\$49.47	\$50.96	\$51.72	\$52.50
Pay point 2		4.2	\$51.23	\$52.77	\$54.35	\$55.17	\$55.99
Pay point 3		4.3	\$55.73	\$57.40	\$59.12	\$60.01	\$60.91
Pay point 4		4.4	\$61.50	\$63.35	\$65.25	\$66.22	\$67.22

Allowance Table

Allowance	From the date the Agreement comes into operation \$	3% FFPPOOA 1/7/22 \$	3% FFPPOOA 1/7/23 \$	1.5% FFPPOA 1/1/24 \$	1.5% FFPPOA 1/7/24 \$
Clause 21: Overtime Meal Allowance (per occasion)					
> 1 hr Overtime	14.10		14.52	14.74	14.96
> 4 hrs Overtime	12.71		13.09	13.29	13.49
Clause 22: On Call (per hour)	FFPPOOA 1/7/21 (Current) \$				
Monday to Friday	4.06	4.18	4.31	4.37	4.44
Saturday, Sunday and Public Holidays	5.23	5.39	5.55	5.63	5.71

SCHEDULE 3 PRINCIPLES FOR ROSTERING

The following principles will be adhered to in staffing each unit/area in order to ensure efficient use of resources.

1. Appropriate skill mix and meeting of operational needs, shall be a priority over fixed days or shifts.
2. Shift workers cover the 24 hour day.
3. Subject to the operational requirements of the hospital, the principle of self-rostering applies and this includes requests for specific shifts, days off and ADO's (if applicable).
4. Rostering practices shall ensure equity in the spread of shifts over the roster period.
5. The allocation of Employees per shift or to shifts may be adjusted according to patient occupancy/dependency by their department manager or relevant coordinator before ratification of the roster.
6. Final ratification and publication of the completed roster is the responsibility of the relevant department manager.
7. All roster changes after the roster is ratified, shall be in accordance with the following:
 - ❖ Skill mix is maintained as per the ratified roster.
 - ❖ The Employee's department manager must authorise all changes; in exceptional circumstances the Level 3A coordinator may authorise a change.
8. Staff able to work extra shifts notify the department manager or delegate of their availability.
9. The department manager or delegate is to be notified if individual staff availability changes.
10. Staff may be required to work in a unit other than the usual work area, due to the needs of the organisation.

SCHEDULE 4 SUPPORTED WAGE SYSTEM

4.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

4.2 In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme.

relevant minimum wage means the minimum wage prescribed in this Agreement for the class of work for which an employee is engaged.

supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is not incorporated into this Agreement by reference but is available from the following website: www.jobaccess.gov.au.

SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate.

4.3 Eligibility criteria

4.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

4.3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.

4.4 Supported wage rates

4.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (clause 4.5)	Relevant minimum wage
%	%
10	10
20	20
30	30

40	40
50	50
60	60
70	70
80	80
90	90

4.4.2 Provided that the minimum amount payable must be not less than **\$102** per week. This weekly rate minimum is to be adjusted in accordance with Schedule F of the Health Professionals and Support Services Award 2020, as amended from time to time..

4.4.3 Where an employee's assessed capacity is **10%**, they must receive a high degree of assistance and support.

4.5 Assessment of capacity

4.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the SWS by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

4.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Fair Work Act.

4.6 Lodgement of SWS wage assessment agreement

4.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

4.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer. Where a union is covered by this Agreement but is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

4.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the SWS.

4.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro rata basis.

4.9 Workplace adjustment

Should the Employer wish to employ a person under the provisions of this schedule, the Employer must take reasonable steps to make changes in the workplace to enhance the employee's

capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

4.10 Trial period

- 4.10.1** In order for an adequate assessment of the employee's capacity to be made, the Employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- 4.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- 4.10.3** The minimum amount payable to the employee during the trial period must be no less than **\$95** per week. This weekly rate minimum is to be adjusted in accordance with Schedule F of the Health Professionals and Support Services Award 2020, as amended from time to time.
- 4.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- 4.10.5** Where the Employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause 4.5.