



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The Hobart Clinic Association Limited
(AG2022/5553)

THE HOBART CLINIC HOSPITAL STAFF ENTERPRISE AGREEMENT 2022

Health and welfare services

COMMISSIONER LEE

MELBOURNE, 3 FEBRUARY 2023

Application for approval of The Hobart Clinic Hospital Staff Enterprise Agreement 2022

[1] An application has been made for approval of an enterprise agreement known as *The Hobart Clinic Hospital Staff Enterprise Agreement 2022* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Burles Consulting Pty Ltd. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

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

[5] I observe that the following provisions is likely to be inconsistent with the National Employment Standards (NES):

- Clause 25(k) – single day absences

However, noting clause 6 of the Agreement, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 9 February 2023. The nominal expiry date of the Agreement is 30 September 2025.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No. AG2022/5553

Applicant: Burles Consulting Pty Ltd

UNDERTAKINGS

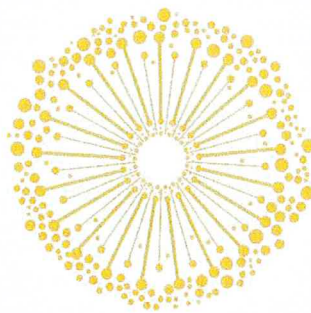
The Hobart Clinic Association Limited, in accordance with section 190 of the *Fair Work Act 2009*, gives the following undertakings with respect to the **Hobart Clinic Hospital Staff Enterprise Agreement 2022** ("the Agreement"):

1. That under clause 7 the definition of a shiftworker the word "and" is replaced with the word "or". Therefore, the definition will read - **Shift Worker** means an employee whose ordinary weekly hours of work are performed in accordance with a roster which includes Saturdays or Sundays. Furthermore, the weeks additional annual leave as provided by Clause 25(a)(iv) applies 'for the purposes of the NES'.
2. That under clause 7 the definition of a nightshift is replaced with **Night Shift** means a hospital shift commencing at or after 4.00pm and before 6.00am or a shift which finishes between the hours of 6pm to 8.00am.
3. That the 8 hour rest period contained with clause 23 (d) is changed to 10 hours.



Jodie Dalmazzo
People & Culture Advisor
The Hobart Clinic

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



THE
HOBART
CLINIC

Excellence in Mental Health

Hospital Staff Enterprise Agreement 2022

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PART 1 - GENERAL

1. AGREEMENT TITLE

This Agreement shall be known as *The Hobart Clinic Hospital Staff Enterprise Agreement 2022*.

2. PARTIES TO THE AGREEMENT

The parties to this Agreement are

- (a) The Hobart Clinic Association Limited trading as The Hobart Clinic (ACN 009 543 828); and
- (b) Employees employed by The Hobart Clinic as classified in Schedule C of this Agreement; and
- (c) The Health Services Union, Tasmania Branch (HACSU)

3. SCOPE OF THIS AGREEMENT

This Agreement applies to employees to the exclusion of any other Enterprise Agreement or modern award employed by The Hobart Clinic as classified in Schedule C of this Agreement.

4. DATE AND PERIOD OF OPERATION

This Agreement shall commence operation on the seventh day after approval by the Fair Work Commission. The nominal expiry date of the Agreement will be 30 September 2025. The Agreement shall continue to operate beyond the nominal expiry date, until replaced or terminated in accordance with the Fair Work Act 2009.

5. ACCESS TO THIS AGREEMENT AND THE NATIONAL EMPLOYMENT STANDARDS

The Employer must ensure that copies of this Enterprise Agreement and the NES are available to all employees to whom they apply, either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

6. THE NATIONAL EMPLOYMENT STANDARDS AND THIS AGREEMENT

- (a) The NES and this Agreement contain the minimum conditions of employment for employees covered by this Agreement.

- (b) Nothing in this Agreement will operate to provide a less favourable entitlement for employees in a particular respect than that provided by the NES.
- (c) Employee entitlements under this Agreement:
 - (i) apply unless a superior condition applies in accordance with the NES; and
 - (ii) are provided in satisfaction of, and not in addition to, entitlements under the NES.

7. DEFINITIONS

Unless otherwise expressed, the following words and terms used in this Agreement have the meaning indicated:

Afternoon shift means a shift finishing after 7.00pm, and at or before midnight.

AHPRA means the Australian Health Practitioner Regulation Agency.

Agreement means The Hobart Clinic Hospital Staff Enterprise Agreement 2022.

Clerical Employee means an employee who undertakes general clerical functions as their primary duties.

Clinical Unit means an area of nursing practice, as agreed between the parties, and without limiting the foregoing shall include a ward, area or place of nursing practice with a patient/client population.

Day Worker means an employee whose weekly ordinary hours of work are performed between the period 6.00 am and 6.00 pm and on the days Monday to Friday inclusive.

De facto Partner means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine basis (whether the employee and the person are of the same sex or different sexes); and includes a former de facto partner of the employee.

Employer means The Hobart Clinic Association Limited trading as The Hobart Clinic (ACN 009 543 828).

FWC means the Fair Work Commission.

Immediate Family means: a spouse, de facto partner, child, parent, grandparent, grandchild, step-relations, adoptive relations, sibling or other person with whom the employee has a significant relationship; or a child, parent, grandparent, grandchild, sibling or other person with whom the employee's spouse or de facto partner has a significant relationship.

Management Unit means a grouping of units as agreed between the parties.

NES means National Employment Standards.

Night Shift means a hospital shift commencing at or after 4.00pm and before 6.00am.

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 with reasonably predictable hours of work.

Pay Period means the fortnightly pay period Monday to Sunday prior to being paid.

Relevant Agreement Rate means the rate specified for the appropriate year of service applicable to the employee in the appropriate classification, excluding all allowances, loadings and other payments.

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.

The Act means the Fair Work Act 2009.

Service Employee means an employee engaged in either a Housekeeping, Facilities Team or Catering role.

Shift Worker means an employee whose ordinary weekly hours of work are performed in accordance with a roster which includes Saturdays and Sundays.

Spouse includes former spouse.

PART 2 – CONSULTATION AND FLEXIBILITY

8. CONSULTATION REGARDING CHANGE

- (a) If the employer is seriously considering major workplace changes that are likely to have a significant effect on the employees covered by this agreement, the employer must consult with the union and any employees who will be affected by the decision.
- (b) As soon as practicable the employer must discuss with the union and relevant employees the introduction of the change; and the effect the change is likely to have on the employees. The employer must discuss measures to avert or mitigate the adverse effect of the change on the employees.
- (c) Relevant employees may appoint a representative for the purposes of the procedures in this clause. 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.
- (d) For the purposes of the discussion the employer will provide the union and relevant employees in writing:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (e) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

- (f) As soon as a final decision has been made, the employer must notify the Union and the employees affected, in writing, and explain the effects of the decision.
- (g) The employer must act in good faith in relation to the consultation process provided in this clause.
- (h) While the process described in this clause is underway, the parties will respect the status quo.
- (i) In this clause:
 - (i) **'Good faith'** includes obligations to meet, disclose relevant information, genuinely consider proposals and respond with reasons, and to refrain from capricious or unfair conduct that undermines consultation.
 - (ii) **"A major change is likely to have a significant effect on employees"** if it results in:
 1. the termination of the employment of employees; or
 2. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 3. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 4. the alteration of hours of work; or
 5. the need to retrain employees; or
 6. the need to relocate employees to another workplace; or
 7. the restructuring of jobs; or
 8. changes to the legal or operational structure of the employer or business.
- (j) If the employer proposes to introduce a change to the regular roster or ordinary hours of work of employees:
 - (i) the employer must notify the relevant employees of the proposed change; and
 - (ii) subclauses (k) to (p) below apply.
- (k) The relevant employees may appoint a representative for the purposes of the procedures in this subclause.
- (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:
- (n) Discuss with the relevant employees the introduction of the change; and
- (o) For the purposes of the discussion – provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change;

- (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
- (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (iv) Invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (p) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (q) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (r) In this term, **relevant employees** mean the employees who may be affected by a change referred to in subclause (a) or (j) above.

9. INDIVIDUAL FLEXIBILITY

- (a) The employer and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of this Agreement, subject to it being made in accordance with the Act, if:
 - (i) the agreement deals with one (1) or more of the following matters:
 1. arrangements about when work is performed;
 2. overtime rates;
 3. penalty rates;
 4. allowances;
 5. leave loading; and
 - (ii) the arrangement meets the genuine needs of the employer and employee in relation to one (1) or more of the matters mentioned in paragraph (a)(i) above; and
 - (iii) the arrangement is genuinely agreed to by the employer and employee.
- (b) The relevant employee may appoint a representative for the purposes of the procedures in this term.
- (c) The employer must ensure that the terms of the individual flexibility arrangement:
 - (i) are about permitted matters under section 172 of the Act; and
 - (ii) are not unlawful terms under section 194 of the Act; and
 - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- (d) The employer must ensure that the individual flexibility arrangement:
 - (i) is in writing; and
 - (ii) includes the name of the employer and employee; and

- (iii) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (iv) includes details of:
 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
 4. states the day on which the arrangement commences.
- (e) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (f) The employer or employee may terminate the individual flexibility arrangement:
 - (i) by giving no more than 28 days' written notice to the other party to the arrangement; or
 - (ii) if the employer and employee agree in writing — at any time.

PART 3 – EMPLOYMENT CONDITIONS

10. CONTRACT OF EMPLOYMENT

- (a) Each employee shall receive a letter stating the place of work, expected hours to be worked each fortnight, classification, position title, and name of applicable employment instrument.
- (b) Promotion shall be by merit provided that no employee with a claim to seniority shall be passed over without having their claim investigated or adjusted.
- (c) The employer may direct an employee to carry out such duties as are within the limits of an employee's skill, competence and training consistent with the classification structure of this Agreement.
- (d) This provision should not deny such employee any Agreement entitlement which might be applicable for performing work at a higher classification; nor should the provision enable the employer to pay an employee at a rate lower than the substantive classification for performing work of a lower classification.
- (e) Employment shall be fortnightly except for casual employees.
- (f) An employee (other than a casual employee) who is subject to this Agreement, is entitled to be paid in respect of any week, their normal weekly wage at a rate fixed by the Agreement, including overtime and other penalty rates, if any, if:
 - (i) due to the act, default or order of the employer, the employee does not work for the maximum number of ordinary working hours specified in the Agreement (in the case of a full-time employee) and the maximum number of ordinary working hours which the employee is contracted to work (in the case of part-time employees); and

- (ii) the employee is ready and willing to work during those ordinary working hours specified in (a) above in that week.

11. EMPLOYMENT CATEGORIES

(a) FULL-TIME EMPLOYEES

A full-time employee is a permanent employee who is engaged to work an average of 38 hours per week for Services employees, or an average of 37.5 hours per week for Clerical employees and Allied Health Professionals.

(b) PART-TIME EMPLOYEES

- (i) A part-time employee is a permanent employee who is engaged to work less than an equivalently classified full-time employee and has reasonably predictable hours of work. A part-time employee accrues paid leave entitlements on a pro rata basis based on the number of ordinary hours worked by the employee in each pay cycle.
- (ii) The wage rates payable per hour shall be as per Schedule A. The weekly wage rate shall be determined by multiplying their appropriate hourly wage rate by 38 for Services employees and 37.5 for Clerical employees and Allied Health Professionals.
- (iii) Before commencing part-time employment, the employer and an employee will agree in writing on a regular work pattern of work including the minimum number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day. The terms of this agreement may be varied by agreement and recorded in writing.
- (iv) 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 on each occasion they are required to attend for work. However, where work practices are such that it is inappropriate to apply the conditions stipulated by this provision, such conditions may be varied by mutual agreement between the employees and the employer.
- (v) Unless a part-time employee otherwise agrees, the employer shall provide 24 hours' notice of the cancellation of any extra shift other than the employee's contracted hours. Any part-time employee who does not receive such notice shall be paid their ordinary hourly rate for the period they would have worked had the shift not been cancelled.
- (vi) An employee who has their shift cancelled with less than 24 hours' notice and who has incurred child care fees as a result of the short notice loss of shift shall, on presentation of receipts to the employer, be entitled to a full reimbursement of these child care costs.

(c) CASUAL EMPLOYEES

- (i) A casual employee is an employee, other than a full-time or part-time employee, who is paid and engaged as such on an hourly basis up to 38 hours per week and does not work on a regular and systematic basis.
- (ii) Casual employees shall be provided with a minimum of three (3) continuous hours' work or, alternatively, paid for a minimum of three (3) hours on each occasion they are required to attend for work.

- (iii) A casual employee, for working ordinary time, shall be paid the wage rate payable per hour as per Schedule A, prescribed for the work which they perform. In addition, a casual employee shall receive an additional 25% of the ordinary hourly rate in respect of each hour for which they are paid; such additional amount is to be payment in lieu of annual leave, personal leave and public holidays.
- (iv) Casuals who work a shift are working a roster and therefore a casual employee will receive in addition to the casual loading the shift penalties that apply.
- (v) Casual Conversion
 - 1. A casual employee who has been rostered on a regular basis over a period of 26 weeks will be entitled to request conversion to permanent employment.
 - 2. Such request shall not be unreasonably refused, provided that the pattern of work has not resulted from coverage of extended absences such as parental leave, long service leave, workers' compensation leave and extended personal leave.

12. TERMINATION OF EMPLOYMENT

(a) NOTICE OF TERMINATION BY THE EMPLOYER

- (i) The period of notice in this clause shall not apply in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks. Except for serious misconduct justifying summary dismissal, the services of an employee shall be terminated by notice as follows:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 Weeks
Over 5 years of completed service	4 Weeks

- (ii) Notice of termination must be in writing.
- (iii) In addition to this notice, where the employee is over forty five (45) years of age at the time of the giving of the notice with not less than two (2) years' continuous service, they will be entitled to an additional one (1) weeks' notice other than casuals.
- (iv) Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- (v) In calculating any payment in lieu of notice, the wages the employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.

(b) DISCUSSIONS PRIOR TO DECISION TO TERMINATE EMPLOYMENT

- (i) Prior to determining whether to terminate the employment of an employee on the grounds other than in the instance of serious misconduct justifying summary dismissal, the employer shall:
 - 1. inform the employee that the termination of their employment is being considered; and
 - 2. advise the employee of the reasons for possible termination; and
 - 3. provide the employee with an opportunity to respond to any allegations regarding their conduct or performance
 - (ii) An employee shall be given reasonable time to respond, and shall be provided with details of any relevant material. An employee who wishes to be represented may, at the request of the employee, be represented by a representative of the employee's choice, which may be a union representative.
 - (iii) Any request by the employee to meet and discuss the matter shall not be unreasonably refused.
 - (iv) If termination of employment is considered due to an employee's unsatisfactory performance, the employer shall not proceed to termination without first providing that employee a reasonable opportunity to address the unsatisfactory performance.
- (c) **INSTANT DISMISSAL**
- (i) The employer shall have the right to dismiss the employee without notice for conduct that justifies instant dismissal including but not limited to neglect of duty or misconduct and in such cases the wages shall be paid up to the time of dismissal only.
- (d) **NOTICE OF TERMINATION BY THE EMPLOYEE**
- (i) The notice of termination required to be given by the employee is the same as notice required by the employer set out in 12(a) (i) above.
 - (ii) If an employee fails to give the required notice the employer may, with the written authority of the employee, withhold from any monies due to the employee on termination under this Agreement, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee.

13. REDUNDANCY

(a) **REDUNDANCY**

- (i) 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.
- (ii) This redundancy clause shall not apply in cases where alternative employment for an employee has been facilitated by the employer. Such alternative employment would include the transfer of entitlements.

(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 believes that it may be necessary to make one (1) or more positions within the enterprise redundant, the employer agrees to immediately notify the employee or their representative and to commence a process of ongoing consultation.

(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 reasonably practical notice of the need to make a position(s) redundant. In all cases however, the minimum period of notice for employees will be:

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

- (ii) 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.

(e) VOLUNTARY REDUNDANCY

- (i) In the event that it is necessary for the employer to make a position(s) redundant, the employer will, in the first instance, seek expressions of interest from all employees, in volunteering for a redundancy package.
- (ii) PROVIDED that, the employer will only be required to seek such expressions of interest from employees employed at the same worksite and in the same classification as the position being made redundant.

(iii) In assessing applications for voluntary redundancy, the employer will take into account the skill and operational requirements of the enterprise.

(f) **REDUNDANCY PACKAGE**

(i) When redeployment or retraining opportunities are not available, the redundancy package to be paid (capped at 26 weeks' pay) to redundant employees is as follows:

Employee's period of continuous service with the employer on termination	Redundancy Pay
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years but less than 12 years	18 weeks
At least 12 years but less than 14 years	20 weeks
At least 14 years but less than 16 years	22 Weeks
At least 16 years but less than 18 years	24 weeks
More than 18 years	26 weeks

(ii) **Involuntary Redundancies**

1. Notice as per sub-clause (d) above or payment in lieu thereof;
2. Redundancy payment in accordance with the above table
3. Full payment of accrued pro rata long service leave after 5 years of service
4. Full payment of all accrued annual leave entitlement including leave loading;

(iii) A week's pay shall mean:

1. the weekly base rate for the classification; and
2. any penalties; and
3. any all-purpose work related allowances.

(g) FINANCIAL COUNSELLING

- (i) The employer undertakes to provide access in paid work 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 financial counselling (up to two (2) sessions) from a financial counsellor agreed to by the employer and the employee.
- (ii) The employer will provide to each employee a fully detailed statement at the time when the offer of redundancy is made.

(h) LEAVE

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

(i) NOTIFICATION OF VACANCY

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.

14. DAYLIGHT SAVINGS

- (a) Upon the changeover of time as a result of daylight saving in October and April each year the following shall apply:
 - (i) Employees shall be paid for actual time worked.
 - (ii) Employees paid in accordance with sub-clause (i) above are not entitled to claim for the 1 hour lost and all time worked shall be paid at applicable penalty rates.

15. CLOTHING / UNIFORM

(a) CLOTHING

- (i) In the event that an employee's clothing is damaged or soiled in the normal course of work and such clothing requires dry cleaning or repair, reimbursement of reasonable costs shall be made to the employee.
- (ii) 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.
- (iii) The employer shall provide where necessary, suitable protective clothing for the employees. An employee who is pursuant to this subclause, supplied with protective clothing, shall wear such clothing in such a way as to achieve the purpose for which it is supplied.

- (iv) 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.

(b) UNIFORM

- (i) Service employees shall be provided with, free of cost by the employer, sufficient, suitable and serviceable uniforms.
- (ii) The employer shall arrange to have all uniforms laundered, with the exception of attendants' suits, free of cost to the employee.
- (iii) An employee, on leaving the service of the employer, shall return any uniform or part thereof provided by the employer which is still in use by them immediately prior to leaving.

PART 5 – SALARIES AND RELATED MATTERS

16. WAGE INCREASES

The following increases will apply to all employees covered under the classifications in this Agreement (see Schedule A):

- 3.50% from the first full pay period on or after the 1 October 2022, 3.25% for 2023 and 3.25% for 2024.

17. PAYMENT OF WAGES

(a) TIME AND INTERVAL OF PAYMENT

- (i) Wages including overtime shall be paid during working hours, at intervals not more than two (2) weeks and not later than Thursday.
- (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 and time 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 and an employee, 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 and an agreed phasing-in period.

(c) STATEMENT OF WAGES

(i) On or prior to pay day the employer shall provide to the employee particulars in writing, setting out full details of the wages the employee is entitled to and including the following information:

1. Date of payment;
2. Period covered by the payment;
3. The total amount of wages;
4. The amount of wages at ordinary rate, including the hourly rate;
5. The amount of wages paid as overtime, at the rate of time and a half, including the rate;
6. The amount of wages paid as overtime, at the rate of double time, including the rate;
7. The amount paid as shift or other allowances, with sufficient information to allow the employee to identify each payment, i.e. what allowance is being paid, at what rate and for how long, also how much at 15 per cent, how much at 30 per cent etc;
8. The amount paid as penalty rates for rostered shifts, with sufficient information to allow the employee to identify each payment, i.e. how much at time and a half, how much at double time and how much at double time and a half etc;
9. Any payment for annual leave, personal leave, workers compensation, back pay or any other payment not usually included in the employee's wages, which shall contain sufficient detail so as to allow an employee to calculate how each amount listed has been arrived at;
10. Employee's classification;
11. The amount deducted for taxation purposes;
12. The amount of any other deduction shall be listed individually and identified;
13. The net amount of wages;
14. The amount of each superannuation contribution that the employer made during the period to which the pay slip relates, and the name, or the name and number, of any fund to which the contribution was made;
15. the employee's accrued annual leave entitlements; and
16. the employee's accrued personal leave entitlements.

(d) DEDUCTION OF MONIES

Upon authorisation by an employee, the employer shall deduct monies from the employee's salary for payment of regular deductions.

(e) LATE PAYMENT OF WAGES

(i) Payment during waiting time for late wages

1. Except in circumstances beyond the control of the employer and subject to the employer making agreed alternative arrangements, an employee kept waiting for wages on the normal pay day after the usual time for ceasing work for more than a quarter of an hour shall be paid at overtime rates after that quarter of an hour with

a minimum payment for a quarter of an hour and payment shall continue on that day until advised that payment will not be forthcoming on that day.

2. Further, such payment at overtime rates shall continue during all ordinary hours of work on each succeeding day or days, including rostered days off, up to a maximum of 7.6 hours per day, until such time as payment is made.
3. Provided that, in no circumstances will the aggregate of ordinary time wages, and overtime penalty for waiting time on any day exceed 2.5 times the ordinary rate of salary.
4. For the purposes of this clause the ordinary rate shall be exclusive of penalties or allowances.

(ii) **Agreed Alternative Arrangements – No penalty to apply**

Subject to subclause (iii) below, the provisions of subclause (i) above shall have no effect in circumstances whereby payment cannot be affected on pay day, but the employer and employee agree to an alternative arrangement for payment.

(iii) **Alternative Arrangements Broken – Penalty to apply**

Should however the employer fail to discharge payment in accordance with the terms of the alternatively agreed arrangement, as provided in subclause (ii) above, the employee shall be deemed to have been kept waiting for payment since pay day and shall thereby be entitled to payment in accordance with subclause (i) above until such time as payment is affected.

(f) **PAYMENT ON TERMINATION**

- (i) Where employment is terminated all monies owing shall, where practical, be paid to the employee via EFT to the employee's nominated bank account on termination.
- (ii) If payment on termination is not practical, or alternative arrangements have been agreed, the employer shall, on the next working day of the pay office pay all moneys to the employee all moneys due by EFT to the employee's nominated bank account.
- (iii) Except in circumstances beyond the employer's control, if the money is not paid by the employer on the date specific in clause (i) or (ii) above then any time spent waiting by the employee after that date shall be paid for at overtime rates up to a maximum of 7.6 hours per day for each day that they are deemed to be kept waiting and shall continue until such time as payment is affected.

18. SUPERANNUATION

(a) **SUPERANNUATION LEGISLATION**

- (i) Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of Employers and Employees. Under superannuation legislation individual Employees generally have the opportunity to choose their own superannuation fund. If

an Employee does not choose a superannuation fund, any superannuation fund nominated in this Agreement covering the employee applies.

- (ii) The rights and obligations in this clause supplement those in superannuation legislation.

(b) EMPLOYER CONTRIBUTIONS

- (i) An 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 legislation with respect to that Employee.
- (ii) The Employer must pay to the relevant superannuation fund the amount specified in clause (b)(i) no later than 10 days after the completion of each pay period .

(c) VOLUNTARY EMPLOYEE CONTRIBUTIONS

- (i) Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise the Employer to pay on behalf of the Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as the Employer makes the superannuation contributions provided for in clause (b)(i) above.
- (ii) An Employee may adjust the amount the Employee has authorised the Employer to pay from the wages of the Employee from the first of the month following the giving of one (1) month's written notice to the Employer.
- (iii) The Employer must pay to the relevant superannuation fund the amount authorised under subclause (c)(i) above or (c)(ii) above of this clause no later than 28 days after the end of the month in which the authorised deduction was made.

(d) DEFAULT SUPERANNUATION FUND

- (i) If an Employee has not nominated a fund, the Employer will comply with legislative requirements, and make contributions to the "stapled fund" nominated by the Australian Tax Office (ATO). In the absence of a "stapled fund" being nominated by the ATO, the Employer will make superannuation contributions to a compliant MySuper fund at HESTA Superannuation.

19. SALARY PACKAGING

- (a) An employee's rate of pay may be packaged in accordance with the employer's Salary Packaging Program.
- (b) The terms and conditions of such a package must ensure that overtime and shift penalties calculated on the salary level which would have applied to the employee in the absence of the employee being able to participate in salary packaging under the terms of this Agreement.
- (c) Non salary packaged benefits must be paid for any period in respect of which the employee is paid wages or the equivalent, including but not limited to the employee's annual or other leave with pay; including long service leave.

- (d) If during the life of a Salary Packaging Agreement between the employer and the employee, the employee becomes entitled to workers compensation payments, the employee will not receive less than the entitlements due if no salary packaging arrangements had been entered into with the employer.
- (e) In the event that the employee ceases to be employed by the employer this Agreement will cease to apply as at the date of termination and all entitlements due on termination will be paid at the wage rate provided for in the Agreement. Any outstanding benefit still due under this Agreement upon termination will be paid as non-cash salary benefit on or before the date of termination, provided that by mutual agreement the entitlement to non-salary fringe benefits may be extended for a specified period after the date of termination.
- (f) Superannuation payments required to be paid to the employee's nominated fund under the Superannuation Guarantee (Administration) Act 1992 as amended from time to time must be calculated on the Agreement rate of pay as if no Salary Packaging agreement was in place.
- (g) Annual leave loading entitlements must be calculated on the Agreement rate of pay as if no Salary Packaging agreement was in place.
- (h) Employees who have entered into a Salary Packaging agreement will be given the opportunity to review such agreements annually, and to amend or withdraw from such an agreement;
- (i) Any wage increases due through the Agreement shall be payable to employees covered by a Salary Packaging agreement; such increase to be applied to the base rate of pay before salary packaging.
- (j) No employee, as a result of entering into a Salary Packaging agreement, shall receive less, in wages and benefit, than currently provided for in the relevant Agreement, or provided for by any over Agreement payment previously agreed between the employer and the employee and in place at the time of the Agreement taking effect.
- (k) The employer further agrees that in the promotion and implementation of salary packaging to employees it will advise each employee in writing:
 - (i) That there is no compulsion for any employee to participate in Salary Packaging.
 - (ii) That all Agreement conditions, other than salary packaging as provided for in this Agreement, will continue to apply.
 - (iii) Of the classification level and the current base salary payable as applicable under the Agreement.
 - (iv) That the structure of any agreed package complies with taxation and other relevant laws.
 - (v) That they should consult with a financial adviser prior to signing any Salary Packaging Agreement. To facilitate this, the employee must be provided with a copy of any proposed Agreement prior to being required to sign such an Agreement.
 - (vi) Of the right of the employee to inspect details of the payments and transactions made under the terms of this Agreement and for this purpose, where such

details are maintained electronically, the employee must be provided with a printout of the relevant information.

- (vii) That where at the end of the agreed period the full amount allocated to a specific benefit has not been expended the unused amount will not be carried forward to the next period.
- (viii) That where changes are proposed to all salary packaging arrangements, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements then both the employee and the employer must give two (2) months' notice, except in circumstances in which an employee ceases to be employed by the employer.
- (ix) That in the event that the employer ceases to attract concessional Fringe Benefit Tax treatment, all salary packaging arrangements will be terminated and individual employee's wages will revert to those specified in the Agreement.
- (l) Prior to signing a Salary Packaging Agreement, employees shall be entitled to consult with their Representatives.
- (m) Salary packaging for all employees shall only be entered into as provided for by this Agreement.
- (n) The employer shall provide salary sacrifice for superannuation only as a means by which remuneration is payable under this Agreement.
- (o) Salary sacrifice is an arrangement for the payment of wages or salary and any other component of remuneration payable under this Agreement whereby the total remuneration is broken into a cash and a non-cash component.
- (p) The total remuneration shall not be less than the cumulative entitlements provided for in this Agreement. Employer payments in the form of superannuation contributions will be the only form of salary sacrifice available. Other forms of salary sacrifice will not be introduced without prior consultation with the employee or employee representative. The amount an employee can salary sacrifice for superannuation will be limited to the aged based limit under Section 82AAC(2) of the Income Tax Assessment Act 1936.
- (q) Salary sacrifice is to be entered into on a voluntary basis. Employees should be aware that employer contributed Occupational Superannuation entitlements may be adversely affected by salary sacrifice arrangements.
- (r) It is the intention of the employer, as far as possible, to maintain a worthwhile salary sacrificing program for eligible employees. Where legislative (e.g. Fringe Benefits Tax Act 1986 and/or Income Tax Assessment Act) or other changes have the effect of reducing or withdrawing the personal benefits identified/resulting from this Agreement, the employer will not be liable to make up the salary benefits lost by an employee. Financial counselling and advice in relation to this clause shall be the responsibility of the employee.

20. ALLOWANCES

(a) ALLOWANCES NOT TO BE TAKEN INTO ACCOUNT

- (i) Allowances prescribed by this Agreement other than Higher Duties Allowance are not to be taken into account in the calculation of overtime and penalty rates.
 - (ii) Notwithstanding the above, the loading payable to casual employees shall be taken into account before calculating penalty rates payable for weekend and public holiday shifts but shall not be taken into account when calculating overtime payments.
- (b) **HIGHER DUTIES**
 - (i) A Services employee engaged continuously for two (2) hours or more on duties carrying a higher rate than their ordinary classification shall be paid the higher rate for such day or shift. If for less than two (2) hours they shall be paid the higher rate for the time so worked.
 - (ii) A Clerical employee who for a period of five (5) consecutive working days or more, performs the duties of an employee with a higher classification, shall be paid the minimum rate applicable to the higher paid classification.
- (c) **TRAVEL MEAL ALLOWANCE**
 - (i) Meal allowance when required to work away from normal place of work.
 - (ii) Where the duties of an employee require them to travel from their normal place of work, and if they are more than 16 kilometres away at their normal meal hour, that employee shall be paid a meal allowance equal to the applicable Australian Taxation Office rate.
 - (iii) Where an employee chooses to provide their own meal, they shall be entitled to the appropriate meal allowance at the rate set out in Schedule B.
- (d) **OVERTIME MEAL ALLOWANCE**

An employee required to work for more than two (2) hours beyond their usual finishing hour of work without being notified on the previous day or earlier will be paid an allowance at the rate set out in Schedule B or shall be supplied with a meal by the employer.
- (e) **LICENCE ALLOWANCE**
 - (i) An employee directed by the employer to drive vehicles, as part of their substantive role, requiring a licence issued by the Department of State Growth - Transport, shall upon presentation of their current licence to the employer, be reimbursed the cost of the driver's licence fee.
 - (ii) This provision shall not apply to employees who drive on an occasional basis only.
- (f) **FOUL AND NAUSEOUS LINEN ALLOWANCE**
 - (i) An hourly allowance with a weekly minimum as set out in Schedule B will be paid to an employee in any classification if they are engaged in handling linen of a nauseous nature other than linen sealed in airtight containers, and/or for work which is of an unusually dirty, offensive or infectious nature having regard to the duty normally performed by such employee in such classification.
- (g) **VEHICLE ALLOWANCE**

Where an employee is required by the employer to use their own vehicle in connection with their duties, they shall be reimbursed at the rate of \$0.92 per business kilometre, however this will adjust to be the same as the *Health Professionals and Support Services Award 2020*.

21. TRAVELLING AND EXCESS FARES

(a) TRAVELLING

- (i) An employee who is required to travel in the course of their duties further than is required were they to travel to their regular place of work in any day shall be reimbursed for all reasonable out of pocket expenses upon submission of relevant receipts.
- (ii) Where an employee is required to use their own motor vehicle in connection with the travel as set out in clause 21(a)(i), they shall be reimbursed at the rate of \$0.92 per kilometre.

(b) EXCESS FARES

- (i) Employees required to attend for work at a place other than their regular place of employment shall be reimbursed such additional fares as they may incur.
- (ii) An employee required to work overtime at a time when public transport is not available shall be reimbursed by the employer the reasonable costs of travel from work to home.
- (iii) This provision does not apply to employees who utilise their own vehicle.

SPART 6 – HOURS OF WORK

22. HOURS OF WORK

(a) ORDINARY HOURS OF WORK – DAY WORKERS

- (i) The ordinary hours of work for a full-time day work employee shall be an average of 38 per week for Services employees or 37.5 per week for Clerical employees and Allied Health Professionals (averaged over a fortnight).
- (ii) The span of ordinary hours of work will be 6.00am to 6.00pm Monday to Friday.
- (iii) An employee required to work outside of the span of hours as defined by clause 22(a)(ii) shall be paid at overtime rates but those hours shall be deemed to be part of the employee's ordinary hours of work where the ordinary hours of work performed between the span of hours has been less than 38 or 37.5 for that week.
- (iv) An employee may work up to a maximum of eight (8) ordinary hours on any day (excluding unpaid meal breaks), or by agreement with the employer, may work up to a maximum of ten (10) hours on any day (excluding unpaid meal breaks). Hours worked after eight (8) are paid at the appropriate overtime rates. Provided that the maximum ordinary hours prescribed may be altered as to all or section of the

employees by mutual agreement between the employer and the majority of employees involved in the area concerned.

(b) ACCRUED DAY OFF

- (i) The employer and a majority of employees, by mutual agreement, may agree to implement an accrued day off (ADO) system.
- (ii) The ADO system will operate on a monthly basis with an employee working no more than 19 days in a four (4) week period of 152 hours.

(c) MEAL BREAK

- (i) Subject to 22(c)(v) below, an employee who works in excess of four (4) hours is required to take an unpaid meal break of not less than 30 minutes and not more than 60 minutes.
- (ii) For shift workers, the meal break shall be taken between the beginning of the fourth hour and the end of the sixth hour of the shift.
- (iii) Provided that when a shift worker is rostered to work a day shift, the shift worker will take their meal break no later than between the hours of 12 midday and 2 pm.
- (iv) An employee engaged on a night shift shall be entitled to a paid meal break of not less than 30 minutes and not more than 60 minutes. An employee shall not leave the work site during a paid meal break.
- (v) Employees shall be entitled to a paid break of 25 minutes duration for each shift worked. PROVIDED ALWAYS that subject to mutual agreement between the employer and the employee(s), day shift employees shall be allowed to extend their paid 25 minutes' crib time by not more than 35 minutes each day. Any time taken for a break beyond the 25 minutes will be unpaid and will not be considered time worked. Provided that unless agreed between the parties, where an employee is required to remain on duty during a scheduled unpaid meal break the employee shall be paid at the rate of time and a half for all time so worked until such time that the meal break is taken. This clause does not apply to an employee that is entitled to take a paid meal break.
- (vi) When an employee is interrupted or directed to work through by the employer during a meal break by a call to duty, the meal break shall be counted as time worked. The employee shall be allowed a meal break as soon as practicable during the remainder of the working hours on that day. The employee will be paid at the rate of time and a half for all time worked until a meal break is taken.
- (vii) Unless otherwise agreed between the parties, a shift worker who is unrelieved for the period of the meal break and until such time they are relieved shall be paid at the rate of time and a half of their normal salary rate.

(d) REST BREAK

An employee who works at least five (5) ordinary hours on any day, is entitled to a 20 minute paid rest break to be taken as either one (1) break of 20 minutes, or two (2) breaks of 10 minutes, however the employee needs to remain on site or in close proximity to the property during the paid break.

(e) **SHIFT WORK**

- (i) The ordinary hours of shift workers shall not exceed:
 - 1. 8 in any one day; or
 - 2. 152 in the 28 day pay period.
- (ii) Subject to the following conditions shift workers shall work at such times as the employer may require:
- (iii) A standard shift shall be eight (8) hours but an employee, by agreement with the employer, may work up to a maximum of ten (10) hours on a shift.
- (iv) If the shift is extended to more than ten (10) hours then the overtime payment will commence from eight (8) hours.
- (v) If an employee is directed to work beyond 8 hours (i.e.. there is no agreement to extend the shift to ten (10) hours) the employee will be paid overtime for that work.
- (vi) Unless agreed between the parties an employee shall not be required to start a shift unless there is a break of at least nine (9) hours from the previous shift.
- (vii) The hours of work for part-time shift workers shall be arranged in accordance with clause (i) above except that the maximum hours that they can work in any one (1) fortnight shall be 80.
- (viii) A shift worker shall be paid the following loading on their ordinary rate for such shifts:
 - 1. Afternoon shift – 15%
 - 2. Night Shift – 15%
- (ix) An employee who:
 - 1. during a period of engagement on shift, works night shift only; or
 - 2. remains on night shift for longer than four (4) consecutive weeks; or
 - 3. works on a night shift which does not rotate or alternate with another shift or with day work so as to give such employees at least one-third of their working time off night shift in each shift cycle;
 - 4. shall during an engagement period or cycle be paid 30% more than their ordinary rate for all time worked during ordinary working hours on such night shift.

PROVIDED that where by mutual written agreement between the employer and the majority of employees concerned in the area the employee is rostered on permanent night shift or on a shift that would otherwise attract a loading of 30% in accordance with the above, the loading to be applied shall be 25% of the ordinary rate.

- (x) Shift workers who work on a rostered shift, the major portion of which falls on a Saturday shall be paid at the rate of time and one half of the employee's ordinary wage rate, but such rates shall be in substitution for and not cumulative upon the shift allowance set out in clauses (viii) above and (ix) above.

- (xi) Shift workers, for work on a rostered shift, the majority of which falls on a Sunday shall be paid at the rate of double time of the employee's ordinary wage rate. Such rates shall be in substitution for and not cumulative upon the shift allowance set out in clause 22(e)(viii) above.
- (xii) Shift workers, for work on a rostered shift, the majority of which falls on a Public Holiday shall be paid at the rate of double time and one half of the employee's ordinary wage rate. Such rates shall be in substitution for and not cumulative upon the shift allowance set out in clause 22(e)(viii) above.

(f) **ROSTERING**

- (i) There shall be a roster of the ordinary hours of work for each employee which will:
 - 1. provide for rotation unless all the employees concerned desire otherwise;
 - 2. provide for not more than eight (8) shifts to be worked in any nine (9) consecutive days;
 - 3. provide for a minimum of two (2) consecutive days off each week except whereby mutual agreement between the employer and the employee(s) concerned alternative arrangements are made; and
 - 4. clearly stipulate a 28-day accounting period which shall include eight (8) rostered days off and one (1) ADO if an ADO system has been implemented in accordance with clause 22(b) above.
- (ii) To allow rostering flexibility changes to rosters or positions on rosters may occur without the minimum notice period contained within this Agreement by mutual agreement between the employer and the employee or employees.
- (iii) By agreement between the employer and employee, an employee may finish work on a particular day or shift earlier than the scheduled finish time. In these circumstances the employee would not be paid for the time not worked on the particular day or shift.
- (iv) Four (4) weeks' notice will be given of a change in the roster.
- (v) An employee's place on such roster shall not be changed, except by the giving of one (1) week's notice of such change or, payment of the penalty rates set out in clause 23 below – Overtime for that shift.
- (vi) An employee's roster may be changed without notice in an emergency or where another employee is absent from work due to illness, either by agreement or payment of the applicable penalty rates set out in clause 23 below– Overtime.
- (vii) By mutual agreement between all employees affected and management the minimum period for notice of roster change may be varied.
- (viii) By mutual agreement between the employer and employee(s) positions on rosters may be varied without incurring overtime payments or penalties other than normal shift penalties.
- (ix) Broken shifts are not to be worked, provided that in an emergency situation a broken shift may be worked by mutual agreement between the employer and employee. All work performed in excess of nine (9) hours will be paid at the rate of double time.

- (x) Part-time shift work by choice or mutual agreement outside rostered shifts shall not be subject to penalty (other than shift, weekend and public holiday penalty) provided any time worked in excess of eight (8) hours per day shall be paid at the applicable overtime rate.
- (xi) Where an employee is instructed to work shifts other than in accordance with this clause, they shall be entitled to the applicable overtime rate.

23. OVERTIME

(a) REQUIREMENT TO WORK REASONABLE OVERTIME

- (i) The employer may require an employee to work reasonable overtime.
- (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 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/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 – DAY WORKERS

- (i) For all time worked in excess of the ordinary hours of work, the following payments shall apply:
 - 1. Monday to Saturday inclusive - time and a half for the first two (2) hours and double time thereafter;
 - 2. Sunday – double time;
 - 3. Public holidays – double time and a half.
- (ii) An employee who holds a position which regularly requires them to work on public holidays may agree with the employer to be paid at time and a half and be granted a day off in lieu for a total aggregate of double time and a half. An employee who has entered into an agreement for a day off in lieu shall be paid at the rate at double time and a half for all hour worked in excess of 8 hours on a public holiday.
- (iii) Unless the period of overtime is one and a half (1.5) 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. An 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 (5) hours without a break for a meal.

- (iv) The calculation of the overtime penalty in the case of an employee in receipt of a casual loading shall be based upon the relevant agreement rate.

(c) **PAYMENT FOR WORKING OVERTIME – SHIFT WORKERS**

- (i) For work performed by a shift worker outside the ordinary hours described in clause 22(e) above, double time shall be paid. But such payment shall not apply to those cases where arrangements have been made between the employees themselves, or in cases due to rotation of shifts or where agreement has been reached between the employer and the employee.
- (ii) Where the employer has been given less than four (4) hours' notice that an employee rostered to relieve an afternoon or night shift worker, will not attend to do so at the proper time, such unrelieved shift worker shall be paid, for the extra time worked as follows:
 - 1. At the rate of time and a half until the four (4) hours have elapsed from the time notice was given to the employer.
 - 2. For all time worked beyond the four (4) hour spread referred to herein the unrelieved shift worker shall be paid at the rate of double time.
 - 3. In all other cases the unrelieved shift worker shall be paid at the rate of double time until relieved.

(d) **REST PERIOD AFTER OVERTIME**

- (i) An employee (other than a casual employee) who works so much overtime between the termination of his/her ordinary work on one (1) day and the commencement of his/her ordinary work on the next day that they have not had at least eight (8) consecutive hours off duty between those times, shall, subject to this section, be released after completion of such overtime until they have had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (ii) If on the instructions of his/her employer such an employee resumes or continues work without having had such eight (8) consecutive hours off duty they shall be paid at double rates until they are released from duty for such period and shall then be entitled to be absent until they have eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (iii) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least eight (8) consecutive hours off duty between the work of successive days.

(e) **TIME OFF IN LIEU OF OVERTIME**

- (i) Where there is agreement between the employer and the employee, time off in lieu of overtime may be taken at the penalty rate equivalent.
- (ii) Such agreement involves the employee indicating that they have had an opportunity to consult with an employee representative.
- (iii) Such agreement may be discontinued by mutual consent of both parties or at the request of one such party.

- (iv) Unless otherwise agreed, if the time off is not granted within 28 days of the overtime being worked, the actual number of hours of overtime shall be paid at the appropriate overtime rate.

24. CALL ARRANGEMENTS

(a) CALL BACK

- (i) An employee recalled to work overtime after leaving their employer's premises (whether notified before or after leaving such premises) shall be paid as follows:
 - 1. for the first recall a minimum payment of four (4) hours pay at the appropriate overtime rate; and
 - 2. for each subsequent recall a minimum payment of three (3) hours pay at the appropriate overtime rate.
- (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 (2) hours of his or her normal starting time shall be paid at overtime rates with a minimum payment of two (2) hours at double time.

PART 7 – LEAVE ENTITLEMENTS & PUBLIC HOLIDAYS

25. ANNUAL LEAVE

(a) PERIOD OF LEAVE

- (i) A full-time and part-time employee is entitled to accrue and take annual leave in accordance with the NES, as varied from time to time.
- (ii) An employee shall be entitled to 4 weeks of annual leave for each year of service with the employer (less the period of annual leave).
- (iii) 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.
- (iv) A shift worker, as defined in clause 7 above is entitled to an additional weeks' annual leave.
- (v) Where an employee with 12 months' continuous service is engaged for part of the 12 monthly period as a shift worker, they shall be entitled to have the period of annual leave hereinbefore prescribed increased by 7.6 hours for each two (2) months they are continuously engaged as aforesaid.

(b) PUBLIC HOLIDAYS

Subject to this clause if the period during which an employee takes paid 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.

(c) OTHER PERIODS OF LEAVE

- (i) If the period during which an employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave), or a period of absence from employment on community service leave (including jury service), the employee is taken not to be on paid annual leave for the period of that other leave or absence.
- (ii) An employee who is certified as unfit for duty because of personal illness by a medical practitioner approved by the employer during a period of paid annual leave shall be given credit for the time so certified and the employee may elect to have their paid annual leave extended by the number of days that the employee has been so certified as unfit for duty.
- (iii) Notwithstanding the foregoing provisions, a shift worker (including a part-time shift worker) shall have added to their period of annual leave one (1) day for each statutory holiday mentioned in Clause 37 below - Public Holidays, whether or not such holiday is observed on a day which, for that employee would have been a rostered day off.
- (iv) Notwithstanding any of the other foregoing provisions, a part-time shift worker whose place upon a roster does not rotate by agreement between the employer and the employees concerned shall only have their period of annual leave extended by the addition of one (1) day for each statutory holiday mentioned in Clause 37 below - Public Holidays, upon which they are rostered to work.
- (v) This subclause shall not apply to a statutory holiday which is observed on a Saturday or on a Sunday.

(d) TIME OF TAKING LEAVE

Paid annual leave may be taken for a period agreed between an employee and his or her employer. The employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

(e) CASHING OUT OF ANNUAL LEAVE

- (i) An employee may request to cash out their annual leave entitlement. Any such request requires the approval of the employer. 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 four (4) weeks.
- (ii) Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and the employee. 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.

(f) PAYMENT FOR PERIOD OF LEAVE

- (i) Each employee before going on leave shall be paid the amount of wages they would have received in respect of the ordinary time which they would have worked had they not been on leave during the relevant period.

- (ii) An employer and employee may agree to pay the amount of wages the employee would have received in respect of or ordinary time which they would have worked had they not been on leave during the relevant period, on the regular pay day/s of the employee during the period of leave.

(g) **PAYMENT FOR ACCRUED BUT UNTAKEN LEAVE ON TERMINATION**

- (i) If an employee leaves their employment or their employment is terminated by the employer, the employee shall be paid in respect of any accrued but untaken annual leave including annual leave loading.
- (ii) Payment shall be at the employee's ordinary rate of pay at the time of termination.

(h) **ANNUAL LEAVE LOADING**

- (i) During a period of annual leave an employee shall be paid annual leave loading by way of additional salary calculated on the wages prescribed for the relevant classification in Schedule A, as follows:
 - 1. Day worker

An employee who during the period of such annual leave would have worked on day work only – a loading of 17.5% of their normal salary plus, where applicable, any higher duty allowance or all-purpose payment payable to the employee concerned.
 - 2. Shift worker

An employee who but for the period of annual leave would have worked shift work shall be paid leave loading equivalent to the greater of:

 - i. 17.5% of his/her normal salary plus, where applicable, any higher duty allowance or all-purpose payment payable to the employee concerned; or
 - ii. The weekend and shift penalties the employee would have received had they not been on leave, calculated in accordance with the employee's projected roster for the period of leave.

(i) **CALCULATION OF CONTINUOUS SERVICE**

- (i) For the purpose of this clause:
 - 1. a period of service by an employee is a period during which the employee is employed by the employer, but not including any excepted period; and
 - 2. an excepted period does not break an employee's continuous service with an employer but is not to be counted towards the length of the employee's continuous service.
- (ii) An excepted period is:
 - 1. any period of unauthorised absence; or
 - 2. any period of unpaid leave or unpaid authorised absence, other than:
 - 3. a period of community services leave; or
 - 4. a period of leave or absence of a kind prescribed by the Fair Work Act Regulations 2009.

- (iii) Provided that any absence on account of personal sickness or accident in excess of 91 days in any 12 monthly period shall not count towards the calculation of continuous service unless the employee is on paid personal/carers leave in accordance with clause 26 below.

(j) ANNUAL LEAVE IN ADVANCE

- (i) An employer and employee may agree in writing to the employee taking a period of paid Annual Leave before the employee has accrued an entitlement to the leave.
- (ii) An agreement must:
 - 1. State the amount of leave to be taken in advance and the date on which leave is to commence; and
 - 2. Be signed by the employer and employee, and if the employee is under 18 years of age, by the employee's parent or guardian
- (iii) The employer must keep a copy of any agreement under this clause as an employee record.
- (iv) If, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause (i) above, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance of which an entitlement has not been accrued. This requirement will be authorised by the employee and form part of the written agreement at clause (ii) above.

(k) SINGLE DAY ABSENCES

- (i) Notwithstanding the provision of this clause, an employee may elect, with the consent of the employer, to take annual leave in single day periods not exceeding five (5) days in any calendar year at a time or times agreed between them.

(l) EMPLOYER INSTIGATED CANCELLATION OF LEAVE

- (i) If, as a consequence of an employer instigated cancellation of approved annual leave (whether agreed or otherwise by the employee, and irrespective of when such cancellation notification is given) an employee incurs a monetary loss directly associated with pre-established annual leave holiday arrangements, and such loss is deemed to be unrecoverable, the employee shall be entitled, on the production of evidence to the satisfaction of the employer, to recover such otherwise unrecoverable costs from the employer.
- (ii) The employer shall only be liable to pay that portion of the payment declared unrecoverable, which is not subject to an insurance claim or payment.

(m) EXCESS ANNUAL LEAVE ACCRUAL

- (i) An employee has an excessive leave accrual if:
 - 1. The employee is not a shift worker and has accrued more than eight (8) weeks paid annual leave; or

2. The employee is a shift worker and has accrued more than ten (10) weeks paid annual leave.
- (ii) Before an employer can direct that leave be taken under subparagraph (iii) below or an employee can give notice of leave to be granted under subparagraph (vii) below, the employer or employee must seek to confer with the other and must genuinely attempt to agree upon steps that will be taken to reduce or eliminate the employee's excessive leave accrual.
 - (iii) The Employer may give a written direction to the employee to take a period or periods of paid annual leave if:
 1. The direction states that it is a direction given under clause 25(m)(iii) above of this Agreement; and
 2. The employee has excessive leave accrual; and
 3. Agreement has been attempted pursuant to subclause 25(m)(ii) above; and
 4. The direction does not result in the employee's remaining accrued entitlement to paid annual leave at any time being less than six (6) weeks (taking into account all other paid annual leave that has been agreed, that the employee has been directed to take or that the employee has given notice of under subparagraph (vii) below; and
 5. The direction does not require the employee to take any period of leave less than one (1) week; and
 6. The direction does not require the employee to take any period of leave commencing less than eight (8) weeks after the day the direction is given to the employee; and
 7. The direction does not require the employee to take any period of leave commencing more than 12 months after the day the direction is given to the employee; and
 8. The direction is not inconsistent with any leave arrangement agreed between the employer and employee.
 - (iv) An employee to whom a direction has been given under subparagraph (iii) above may make a request to take paid annual leave as if the direction had not been given.
 - (v) If leave is agreed after a direction is issued and the direction would then result in the employee's remaining accrued entitlement to paid annual leave at any time being less than six (6) weeks, the direction will be deemed to have been withdrawn.
 - (vi) The employee must take paid annual leave in accordance with a direction complying with subparagraph (iii) above.
 - (vii) If an employee has had an excessive leave accrual for more than six (6) months, the employer has not given a direction under subparagraph (iii) above that will eliminate the employee's excessive leave accrual, and agreement is not reached under subparagraph (ii) above, the employee may give a written notice to the employer that the employee wishes to take a period or periods of paid annual leave if:
 1. The notice states that it is a notice given under clause 25(m)(iii) above of this Agreement; and

2. The notice does not result in the employee's remaining accrued entitlement to paid annual leave at any time being less than six (6) weeks (taking into account all other paid annual leave that has been agreed, that the employee has been directed to take under subparagraph (iii) above or that the employee has given notice of under this subclause);
 3. The notice does not provide for the employee to take any period of leave of less than one (1) week; and
 4. The notice does not provide for the employee to take any period of leave commencing less than eight (8) weeks after the day the notice is given to the employer; and
 5. The notice does not provide for the employee to take any period of leave commencing more than 12 months after the day the notice is given to the employer; and
 6. The notice is not inconsistent with any leave arrangement agreed between the employer and employee.
- (viii) The employer must grant the employee paid annual leave in accordance with a notice complying with subparagraph (vii) above.
- (ix) Without limiting the dispute resolution clause of this Agreement, an employer or an employee may refer the following matters to the Fair Work Commission under the dispute resolution clause:
1. a dispute about whether the employer or employee has requested a meeting and genuinely tried to reach agreement under subparagraph (ii) above;
 2. a dispute about whether the employer has unreasonably refused to agree to a request by the employee to take paid annual leave; and
 3. a dispute about whether a direction to take leave complies with subparagraph (iii) above or whether a notice requiring leave to be granted complies with subparagraph (vii) above.

26. PERSONAL / CARER'S LEAVE

This clause shall be read in conjunction with the provisions of the NES except for the following:

(a) AMOUNT OF PAID PERSONAL / CARER'S LEAVE

- (i) Full-time and part-time employees are entitled to four (4) weeks paid personal/carers for each year of service with the employer.
- (ii) An employee's entitlement to 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.

(b) PERSONAL LEAVE

- (i) An employee who is absent from work on account of personal illness, or on account of personal injury, shall be entitled to paid leave (excluding shift or weekend allowances or overtime penalties) subject to the following conditions and limitations. An employee shall:
- (ii) Not be entitled to paid leave of absence for any period in respect of which they are entitled to workers' compensation.
- (iii) As soon as practicable, which may be a time after the leave has started, inform the employer of their inability to attend for duty, and as far as practicable and is reasonable in the circumstances, state the estimated duration of the absence.
- (iv) Prove to the satisfaction of a reasonable person that they were unable, on account of illness or injury, to attend for duty on that day or days which personal leave is claimed. Employees are entitled to up to 5 single days of personal leave for each year of the life of this Agreement, without a medical certificate or statutory declaration. Statutory declarations signed by a Commissioner of Declarations or Justice of the Peace are acceptable in support of personal leave for absences outside those 5 single days per year.
- (v) If an employee is absent on personal leave on the day immediately preceding or immediately following an accrued day off they shall provide a medical certificate of such absence.
- (vi) If the full period of personal leave, as prescribed in (i) above is not taken in any year, such proportion as is not taken shall be cumulative from year to year without limitation.

(c) CARER'S LEAVE

- (i) An employee may take paid carer's leave if the leave is taken to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of;
 - 1. A personal illness, or personal injury affecting the member; or
 - 2. An unexpected emergency affecting the member
- (ii) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned, the personal injury affecting the person concerned, or the unexpected emergency affecting the person concerned.
- (iii) The employee shall, as soon as practicable (which may be a time after the leave has started), give the employer notice of the intention to take leave, the name of the person requiring care or support, their relationship to the employee, and the estimated length of absence.

(d) UNPAID CARER'S LEAVE

- (i) An employee, is entitled to 2 days of unpaid carer's leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:

1. A personal illness, or personal injury, affecting the member; or
 2. an unexpected emergency affecting the member.
- (ii) An employee may take unpaid carer's leave for a particular permissible occasion as:
1. A single continuous period of up to 2 days; or
 2. Any separate periods to which the employee and his or employer agree.

(e) **PERSONAL LEAVE AND INFECTIOUS DISEASES**

Notwithstanding any other provisions in this clause, an employee who contracts an infectious disease and/or who on examination reveals a changed mantoux reaction in the course of their duties, and same having been certified by the medical superintendent or medical practitioner approved by the employer, shall receive full pay during the period of duty up to but not exceeding 12 weeks, and during this time shall be regarded as remaining in the employ of the employer for the purposes of the Workers' (Occupational Diseases) Relief Fund Act.

27. MENTAL HEALTH LEAVE

An employee is entitled to one (1) day off each calendar year, non-cumulative, at the employees base hourly rate of pay, for the hours they were rostered to work, for the purposes of improving the employee's mental health. No evidence is required for this day of leave; however, an employee will provide 24 hours' notice prior to their shift commencing to enable reasonable time for the employer to cover the shift if required.

28. COMPASSIONATE LEAVE

- (i) An employee is entitled to 3 days of compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household:
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) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
1. 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 paragraph (i) above; or
 2. after the death of the member of the employee's immediate family or household referred to in paragraph (i) above.
- (iii) The three (3) days of paid leave may be taken in the following manner:

1. a single continuous 3 day period;
 2. 3 separate periods of 1 day each; or
 3. any separate periods to which the employee and his or her employer agree.
- (iv) The employer may approve paid compassionate leave if another person not mentioned above has contracted or developed a personal illness, or sustained a personal injury, which poses a serious threat to his or her life, or died, where it can be established that a significant relationship exists.
- (v) The employer shall have the discretion to grant paid leave in addition to that described in sub-clauses (iii) and (iv) above.
- (vi) Casual employee will be entitled to take the same leave periods as detailed in sub-clauses (iii) and (iv) above as unpaid leave.
- (vii) An employee may take unpaid compassionate leave by agreement with the employer.
- (viii) Proof of the death or serious illness, in the form of a medical certificate, death notice or other written evidence, must be provided by the employee to the employer if requested to do so.

29. PARENTAL LEAVE

This clause shall be read in conjunction with, and supplemented by, the provisions of the NES.

- (i) Full-time employees and permanent part-time employees are eligible for paid parental leave when they have completed at least 52 weeks of continuous service prior to the expected date of birth or prior to the date of taking custody of the child.
- (ii) An eligible employee who is the primary carer of the child will be entitled to fourteen weeks' paid parental leave.
- (iii) Such leave may be paid:
1. On a normal fortnightly basis;
 2. At the rate of half pay over a period of 28 weeks on a regular fortnightly basis.
- (iv) Annual and/or long service leave credits can be combined with periods of parental leave or adoption leave on half pay to enable an employee to remain on full pay for that period.
- (v) When an employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave and any period of parental leave or adoption leave on half pay is taken into account to the extent of one-half thereof when determining the accrual of annual leave.
- (vi) 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.
- (vii) 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.

- (viii) 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.
- (ix) Where a female employee is entitled to paid parental leave that is birth-related, but because of illness, is on personal, annual, long service leave, or personal leave without pay prior to the birth, such leave ceases six (6) weeks prior to the expected date of the birth. The employee then commences parental leave.
- (x) In the event of a miscarriage, any absence from work is to be covered by the current personal leave provisions.
- (xi) In the case of stillbirth, the female employee who gave birth to the child may elect to take personal leave, subject to the production of a medical certificate, or parental leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.
- (xii) Where an employee becomes pregnant whilst on parental leave, a further period of parental leave may be granted. Should this second period of parental leave commence during the currency of the existing period of parental leave, then any residual parental leave from the existing entitlement lapses.
- (xiii) An eligible employee who is not the primary carer of the child is entitled to two (2) weeks of paid parental leave and may apply for four (4) weeks at half pay instead of two (2) weeks at full pay.
- (xiv) The rate of pay for the period of paid absence outlined in (ii) and (xiii) above will be calculated as for personal leave on full pay for that employee.
- (xv) Periods of paid leave outlined in (ii) and (xiii) above will count as service for all purposes.
- (xvi) Except in the case of employees who have completed ten (10) years' service, a period of parental leave without pay does not count as service for long service leave purposes. Where the employee has completed ten (10) 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 (6) months.

30. LONG SERVICE LEAVE

Long Service Leave will accrue in accordance with the Long Service Leave Act 1976 as amended from time to time.

31. COMMUNITY SERVICE LEAVE

- (i) An employee who is a member of a recognised volunteer emergency service organisation and who is required to be engaged in a voluntary emergency management activity, is entitled to be absent from work for a reasonable period

provided that such absence is appropriate in all the circumstances and approved by the employer.

- (ii) An employee engages in a voluntary emergency management activity if, and only if:
 - 1. the employee engages in an activity that involves dealing with an emergency or natural disaster; and
 - 2. the employee engages in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and
 - 3. the employee is a member of, or has a member like association with, a recognised emergency management body; and
 - 4. either:
 - i. the employee was requested by or on behalf of the body to engage in the activity; or
 - ii. no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.
- (iii) The employee must provide reasonable notice of the employee's intention to participate in a community services emergency. Evidence supporting the employee's absence or continuing absence may be required by the employer at any time.
- (iv) All leave of absence taken under this clause will be paid at an employee's ordinary rate of pay.

32. CEREMONIAL LEAVE

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

33. STUDY LEAVE

- (i) The employer is committed to on-going education of all employees and there will be equity of access to study leave and study programs within budget.
- (ii) Where the employer convenes compulsory training for employees a minimum of 2 hours at the ordinary rate will be paid to all employees who attend such training.

34. BIRTHDAY LEAVE

An employee is entitled to one (1) day off each calendar year, non-cumulative, at the employees base hourly rate of pay, for the hours they were rostered to work on their birthday. If an employee's birthday falls on a day, they are not rostered to work they will be

provided a substitute day for the hours that they were rostered to work immediately prior to the birthday, to be taken at a time agreed with the employee's manager within a fortnight of the birthday.

35. FAMILY AND DOMESTIC VIOLENCE

The employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the employer is committed to providing support to employees who experience family violence.

(a) DEFINITION OF FAMILY AND DOMESTIC VIOLENCE

For the purpose of this clause, family and domestic violence is defined as any violent, threatening or otherwise abusive behaviour by a person against a member of the person's family or household (current or former).

(b) FAMILY AND DOMESTIC VIOLENCE LEAVE

- (i) An employee experiencing family and domestic violence is entitled to twenty (20) days per year of paid family and domestic violence leave, in addition to personal leave, for the purpose of:
 - 1. attending legal proceedings, counselling, appointments with a medical or legal practitioner;
 - 2. relocation or making other safety arrangements; or
 - 3. other activities associated with the experience of family and domestic violence.
- (ii) The leave is available in full at the start of each 12-month period of the employee's employment and does not accumulate from year to year.
- (iii) An additional ten (10) days paid leave may be granted to the employee at the employers discretion.

(c) NOTICE AND EVIDENTIARY REQUIREMENTS

- (i) The employee shall give his or her employer notice as soon as reasonably practicable of their request to take leave under this clause.
- (ii) If required by the employer, the employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clause 33(b). Such evidence may include a document issued by the police service, a court, a health professional, a family violence support service, a lawyer, a financial institution, an accountant or a statutory declaration.
- (iii) The employer must ensure that any personal information provided by the employee to the employer concerning an employee's experience of family and domestic violence is kept confidential. Information will not be kept on an employee's personnel file.

(d) **REFERRAL TO EMPLOYEE ASSISTANCE PROGRAM**

An employee experiencing family and domestic violence will be offered a referral to the Employee Assistance Program and/or other local resources.

36. JURY SERVICE

- (i) An employee required to attend for jury duty shall be reimbursed by the employer an amount equal to the difference between the amount the employee is able to claim from the court in respect of their attendance for such jury duty and the amount of wage they would have received in respect of the ordinary time they would have worked had they not been on jury duty.
- (ii) An employee shall notify the employer as soon as practicable of the date upon which they are required to attend for jury duty, and shall provide the employer with proof of attendance, the duration of such attendance and the amount received in respect thereof.
- (iii) If an employee is called for jury service they shall perform their normal duties with the employer during such times as they are not required to attend Court.

37. PUBLIC HOLIDAYS

- (i) Employees shall be entitled to be absent from work on the following holidays without deduction from their weekly wages:
 - 1. Christmas Day,
 - 2. Boxing Day,
 - 3. New Year's Day,
 - 4. Australia Day,
 - 5. Hobart Regatta Day (South of Oatlands),
 - 6. Eight Hours Day,
 - 7. Good Friday,
 - 8. Easter Monday,
 - 9. ANZAC Day,
 - 10. Monarch's Birthday,
 - 11. Show Day; and
 - 12. the first Monday in November in those districts where Hobart Regatta Day is not observed, or such other day as may be observed in the locality in lieu or made additional to (pursuant to the Statutory Holidays Act 2000) of any of the aforementioned holidays.

- (ii) Provided that the employer is entitled to reasonably request shift workers or casual employees to work on public holidays. Shift workers or casual employees may refuse the request if the refusal is reasonable.
- (iii) Show day means not more than one (1) 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.
- (iv) Payment for the public holidays which are taken and not worked, shall be at the normal rate of pay which would have applied to the employee concerned, when if it were not for such holiday, they had been at work.
- (v) Where a shift work employee, who is entitled to public holidays, is required to work on any of the public holidays mentioned above, and where the majority of the shift falls on the public holiday, they shall be paid at the rate of double time and a half
- (vi) Where a day work employee, who is entitled to public holidays, is required to work on any of the public holidays mentioned above, and where the majority of the shift falls on the public holiday, they shall be paid at the rate of double time and a half or in accordance with clause 23(b) above.
- (vii) An employee required to work on any of the public holidays, where such holiday applies at their normal place of work but because their duties requires the employee to work at a place where the holiday does not apply, shall have the time in lieu of such holiday added to their annual leave entitlement.

PART 8 – UNION MATTERS

38. UNION DELEGATES RIGHTS

(a) LEAVE FOR UNION DELEGATES TO PERFORM SPECIFIED ROLES

- (i) Union delegates or elected workplace representatives, with approval of the union and upon application in writing, will be granted up to five (5) days leave with pay each calendar year, non- cumulative, to:
 1. represent members in bargaining;
 2. represent the interests of members to the employer and industrial tribunals;
 3. consult with union members and other employees for whom the delegate is a bargaining representative;
 4. participate in the operation of the union;
 5. attend union education;
 6. address new employees about the benefits of union membership at the time that they enter employment;
 7. attend courses conducted by an approved training provider, that are designed to provide skills and competencies that will assist the delegate or workplace

representative contribute to the prompt resolution of disputes and or grievances in the workplace;

8. attend union annual Delegates Conference

(b) UNION DELEGATES APPLICATION TO EMPLOYER FOR LEAVE

(i) Without limiting the above, leave will be available as follows:

Number of employees covered by the Agreement	Number of delegates or workplace representatives eligible for 5 days paid leave in any 12-month period
Between 1 and 15	1
More than 15 but not more than 30	2
More than 30 but not more than 50	3
More than 50 but not more than 100	4
More than 100	5

- (ii) The application to the employer must be in writing, include the nature, content and duration of the union activity to be engaged in, and normally be provided with fourteen (14) days' notice of the proposed training.
- (iii) The granting of leave pursuant to this clause will be subject to the employer being able to make adequate staffing arrangements amongst current employees during the period of such leave. The employer will not use this sub-clause to avoid an obligation under this clause.
- (iv) Leave of absence granted pursuant to this clause, will count as service for all purposes of this Agreement.
- (v) Each employee on leave approved in accordance with this clause, will be paid all ordinary time earnings. For the purpose of this sub-clause "ordinary time earnings" for an employee means the classification rate, over-award payment, superannuation and shift loading, which otherwise would have been payable.
- (vi) All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course or conference as provided in this clause will be the responsibility of the employee or the union.
- (vii) An employee may be required to satisfy the employer of attendance at the course to qualify for payment of leave.

- (viii) An employee granted leave pursuant to this clause will, upon request, inform the employer of the nature of the course attended and their observations on it.
- (ix) In the event of a disagreement arising from the outcome of this clause, the matter may be settled using the dispute settlement procedures of the Agreement.
- (x) The employer is to permit a notice board to be erected in the workplace(s) for the use of employees.

PART 9 – DISPUTE RESOLUTION

39. DISPUTE RESOLUTION PROCEDURE

(a) APPLICATION

- (i) In the event of a dispute about a matter under this Enterprise Agreement, or a dispute in relation to the NES, or a matter pertaining to the employment relationship parties to this Enterprise Agreement will follow the procedures set out below.
- (ii) Notwithstanding the generality of clause 39(a)(i) and for the avoidance of doubt a matter relating to disciplinary proceedings, or General Protections or Unfair Dismissal under the Act are specifically excluded from this clause.

(b) GENERAL PRINCIPLES

- (i) Where a dispute arises, the parties to the dispute will genuinely and promptly attempt to settle it in the workplace.
- (ii) The parties to a dispute will reasonably seek to resolve matters between themselves in accordance with the internal dispute resolution process set out at clauses 39(c)(i) - 39(c)(v) before proceeding to the external dispute resolution process set out at clauses 39(d)(i) - 39(d)(vii).
- (iii) All parties to the dispute must conduct themselves in good faith including but not limited to responding to matters in a timely manner.
- (iv) At all stages in this dispute resolution procedure, employees may request a representative of their choosing to represent them, which may include a Union representative. If such a request is made by the employee, the representative shall not unreasonably be refused access to enter the workplace to represent the employee or be prevented from contacting the relevant employee by the Employer. When on the Employer's premises or worksites pursuant to this sub-clause the representative must comply with all reasonable directions given by, and

procedures of, the Employer including work health, safety and security in operation at those premises or worksites.

(v) While the Employer and the employee(s) are attempting to resolve any dispute under this procedure unless:

1. a reasonable concern related to the health and safety of any person exists;
2. the parties agree otherwise; or
3. an employee is part of an investigation or disciplinary process

the position that existed prior to the dispute situation arising will prevail (ie status quo ante)

(c) INTERNAL DISPUTE RESOLUTION PROCESS

(i) In the first instance, the dispute will be referred to the employee's immediate supervisor who will discuss the dispute with the employee(s) concerned.

(ii) If agreement is not reached after this discussion, the matter will be referred to the employee's relevant manager nominated by the Employer who will reasonably convene a meeting with the employee(s) concerned to further discuss the dispute.

(iii) If agreement is not reached after this further discussion, the party claiming the dispute must set out the dispute in writing and forward the dispute notification to the other party. The dispute notification must include with sufficient particulars:

1. the nature of the dispute;
2. the factual basis of it;
3. outcome sought; and
4. the timeframes which the outcome(s) is expected to occur.

(iv) The dispute will then be referred to the relevant manager nominated by the Employer who will convene a meeting with the employee(s) concerned and further attempt to resolve the dispute.

(v) The internal steps in clauses 39(c)(i) - 39(c)(iv) are to be completed within 21 days of the dispute notification being raised with the party, unless an alternative time period is agreed. The 21 day period commences at the time when the dispute is raised with the immediate supervisor in accordance with (c)(i) above.

(d) EXTERNAL DISPUTE RESOLUTION PROCESS

(i) If:

1. the dispute is still not resolved in accordance with the requirements of clauses 39(c)(i) - 39(c)(iv) (Internal Dispute Resolution Process) above; or
2. prior to the expiry of the timeframe in clause 39(c)(v), a party reasonably considers it is not reasonably practicable, for the steps clauses 39(c)(i) - 39(c)(iv) (Internal Dispute Resolution Process) to be completed because of the urgency or serious nature of the dispute.

the dispute may be submitted by application, by either party, to the FWC for assistance in resolving the dispute by conciliation which includes expressing an opinion or making a recommendation.

- (ii) If an application is not filed with FWC within 14 days of completion of the internal steps in clauses 39(c)(i) - 39(c)(iv) (Internal Dispute Resolution Process) the dispute is deemed to have been resolved.
- (iii) If the conciliation process fails to resolve the dispute, and subject to FWC certifying that there is a genuine dispute to be resolved and that the party referring the dispute to FWC has acted in good faith, the dispute may be referred, by either party, to FWC within 14 days for arbitration, otherwise the dispute is deemed to have been resolved.
- (iv) At any stage during conciliation and prior to arbitration FWC may make any directions it considers appropriate including but not limited to the characterisation of the dispute and the status quo to apply in relation to the dispute which will be without prejudice to either party in arbitrating the dispute.
- (v) If FWC arbitrates the dispute, it may use the powers that are available to it under the Act and make a determination that is binding on the parties.
- (vi) The parties may appeal in full any decision arising from arbitration as if it were a decision under the Act. Any decision of a Full Bench of FWC on appeal will be final and binding on the parties and will be by way of review of an error of law or significant error of fact.
- (vii) The Full Bench may:
 1. uphold the original decision;
 2. overturn the decision and substitute its own decision if the Full Bench considers it can adequately determine the matter; or
 3. remit the matter to the original decision maker for reconsideration in accordance with the Full bench's written reasons for decision.

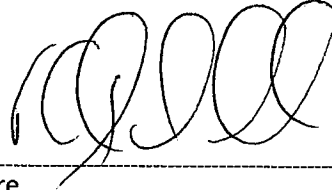
SIGNATORIES

This agreement is signed for and on behalf of the parties:

Patrick Lilwall

Acting Chief Executive Officer

The Hobart Clinic



Signature

22 Dec 2022

Date

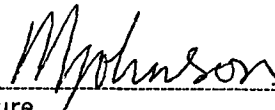
Witness name in full

Melissa Johnson

Witness Address

36 Woodleigh Drive

Oakdowns TAS 7019



Signature

22/12/22

Date

Mr Timothy Jacobson

State Secretary

Health Services Union, Tasmania Branch

Signature

23/12/22

Date

Witness name in full

Witness Address

James Milligan

11 Clare Street New

Town 7008

Signature

23/12/22

Date

FOR THE EMPLOYER:

This Agreement is signed by Patrick Lilwall in their capacity as Chief Executive Officer of The Hobart Clinic Association Limited.

Patrick Lilwall work address is:

31 Chipmans Road
ROKEBY, TAS 7019

As the Chief Executive Officer of The Hobart Clinic Association Limited, Patrick Lilwall has the authority to sign the Agreement on behalf of the employer.

FOR THE UNIONS:

This Agreement is signed by Mr Timothy Jacobson in his capacity as the Secretary of the Health and Community Services Union.

Mr Jacobson's work address is:

11 Clare Street
NEW TOWN TAS 7008

As the State Secretary of the Health Services Union, Tasmania Branch, Mr Jacobson has the authority to sign the Agreement on behalf employees who are members of the Health Services Union, Tasmania Branch and are employed pursuant to this Agreement.

SCHEDULE A – WAGE RATES

	Current	October 2022 3.5% increase	October 2023 3.25% increase	October 2024 3.25% increase
Level 1				
Year 1	\$22.81	\$23.61	\$24.38	\$25.17
Year 2	\$23.58	\$24.41	\$25.20	\$26.02
Level 2				
Year 1	\$24.80	\$25.67	\$26.50	\$27.36
Year 2	\$25.10	\$25.98	\$26.82	\$27.69
Year 3	\$25.52	\$26.41	\$27.27	\$28.16
Level 3				
Year 1	\$25.96	\$26.87	\$27.74	\$28.64
Year 2	\$26.39	\$27.31	\$28.20	\$29.12
Year 3	\$26.73	\$27.67	\$28.56	\$29.49
Level 4				
Year 1	\$27.04	\$27.99	\$28.90	\$29.84
Year 2	\$27.36	\$28.32	\$29.24	\$30.19
Year 3	\$27.58	\$28.55	\$29.47	\$30.43
Level 4a				
Year 1	\$28.52	\$29.52	\$30.48	\$31.47
Year 2	\$29.16	\$30.18	\$31.16	\$32.17
Year 3	\$29.81	\$30.85	\$31.86	\$32.89
Level 5				
Year 1	\$30.45	\$31.52	\$32.54	\$33.60
Year 2	\$31.09	\$32.18	\$33.22	\$34.30
Year 3	\$31.72	\$32.83	\$33.90	\$35.00
Year 4	\$33.00	\$34.16	\$35.27	\$36.41
Level 6				
Year 1	\$34.27	\$35.47	\$36.62	\$37.81
Year 2	\$34.91	\$36.13	\$37.31	\$38.52
Year 3	\$35.55	\$36.79	\$37.99	\$39.22
Year 4	\$36.18	\$37.45	\$38.66	\$39.92
Year 5	\$36.81	\$38.10	\$39.34	\$40.61
Level 7				
Year 1	\$40.83	\$42.26	\$43.63	\$45.05
Year 2	\$41.51	\$42.96	\$44.36	\$45.80
Year 3	\$42.18	\$43.66	\$45.08	\$46.54

	Current	October 2022 3.5% increase	October 2023 3.25% increase	October 2024 3.25% increase
Level 8				
Year 1	\$43.53	\$45.05	\$46.52	\$48.03
Year 2	\$44.88	\$46.45	\$47.96	\$49.52
Year 3	\$46.23	\$47.85	\$49.40	\$51.01

Allied Health EA Level 1 Entry Level	Current	October 2022 3.5% increase	October 2023 3.25% increase	October 2024 3.25% increase
Year 1	\$31.72	\$32.83	\$33.90	\$35.00
Year 2	\$33.63	\$34.81	\$35.94	\$37.11
Year 3	\$35.54	\$36.78	\$37.98	\$39.21
Year 4	\$37.46	\$38.77	\$40.03	\$41.33
Allied Health Level 2 Qualified Graduate Level				
Year 1	\$39.37	\$40.75	\$42.07	\$43.44
Year 2	\$41.74	\$43.20	\$44.60	\$46.05
Year 3	\$43.76	\$45.29	\$46.76	\$48.28
Year 4	\$45.79	\$47.39	\$48.93	\$50.52
Allied Health Level 3 Professional Level				
Year 1	\$49.80	\$51.54	\$53.22	\$54.95
Year 2	\$52.03	\$53.85	\$55.60	\$57.41
Year 3	\$53.21	\$55.07	\$56.86	\$58.71
Year 4	\$54.81	\$56.73	\$58.57	\$60.48
Allied Health Level 4 Senior Professional Level				
Year 1	\$55.96	\$57.92	\$59.80	\$61.74
Year 2	\$57.23	\$59.23	\$61.16	\$63.15
Allied Health Level 5 Program Manager Level				
Year 1	\$58.67	\$60.72	\$62.70	\$64.73
Year 2	\$61.09	\$63.23	\$65.28	\$67.40

SCHEDULE B – ALLOWANCE RATES

	Current	October 2022 3.5%	October 2023 3.25%	October 2024 3.25%
Employee Allowances				
Meal Allowance for a meal provided by employee	\$6.22	\$6.44	\$6.65	\$6.86
Foul or Nauseous Linen Allowance per hour	\$0.51	\$0.53	\$0.55	\$0.56
Foul or Nauseous Linen Allowance min per week	\$2.77	\$2.87	\$2.96	\$3.06
Overtime Meal Allowance	\$15.05	\$15.58	\$16.08	\$16.61

SCHEDULE C – CLASSIFICATION DESCRIPTORS

Progression

For progression a year means - 12 months from appointment or their latest classification change

Level 1

Trainee Level

Level 2

Employees working as rostered predominantly in either Housekeeping or Catering.

Employees at this level may be required to relieve for short periods in either Housekeeping or Catering respectively.

Level 3

Service employee performing all functions within Housekeeping and Catering.

Provided that all employees requiring training to work in a specific area will be given such training before commencing work in the area subject to the training.

Level 4

Clerical Employee – an employee who works under the guidance of a Level 5 Experienced Clerical Employee and who performs duties within established routines and who exercises limited discretion.

Personal Care Worker means an employee with a relevant Certificate III qualification who provides direct care to residents in accordance with guidelines pre-determined by the employer and shall be subject to general supervision. Indicative tasks that may be performed at this level include:

1. Provide quality care
2. Follow patient care plan;
3. Observations of patient needs;
4. Maintain relevant documentation.

This level shall also be the appropriate level for employees performing general maintenance duties at the Hobart Clinic.

Level 4 A

Professional Care Assistant – an employee employed as a program assistant who has completed training in counselling and completed a Certificate IV in Mental Health.

Level 5

Housekeeping Supervisor or Relief Chef.

Experienced clerical level performing general clerical and keyboard support functions for either the Clinical Departments or the Administration Department.

Level 6

Experienced senior clerical level who supervise lower level employees and who perform specialist keyboard, clerical, accounting and payroll support for the Administration Department, including those employees providing support to clinicians and the Clinical Director.

Catering Supervisor Level

Level 7

An employee at this level will function in their role autonomously and will be responsible for prioritising their own work and directing the work of others within an established framework. They may take responsibility for a team or workgroup, and will be responsible for the supervision of others, including work allocation, rostering and general supervision.

Level 8

An employee at this level will be responsible for the supervision of a work area or office within the organisational structure. They will assume responsibility for the supervision of staff, the development of strategy, work practices and guidelines.

ALLIED HEALTH PROFESSIONAL CLASSIFICATION DESCRIPTORS

Level 1 - Entry Level

An entry level allied health employee.

An employee at this level will demonstrate a competent level of professional knowledge and skill, independently undertake routine professional tasks and participate in professional and multi-disciplinary teams, with limited scope for interpretation.

Level 2 – Qualified/Graduate Level

Employees at this level are competent practitioners who have graduated, be fully registered with APRAH or eligible for membership with an accredited professional association. They can operate independently and as a member of a multi-disciplinary team.

They will exercise greater generalist knowledge within the discipline and are required to exercise independent judgement on routine matters.

Level 3 – Professional Level

Employees at this level are experienced clinicians who may provide extensive specialist knowledge, and will provide clinical services to client groups and services of a more complex nature.

They are able to teach, assist and mentor Level 1 and 2 staff and provide clinical supervision to students.

Level 4 – Senior Professional Level

Employees at this level will provide clinical leadership in the organisation including leading improvements in the safety and quality of professional services and facilitating access to relevant training for professional staff.

They will be able to deputise for the Program Manager in their absence, perform additional managerial duties as directed by the Manager, including performance management and evaluation, disciplinary action, grievances, and recruitment.

May be required to contribute towards development and achievement of strategic direction of the department.

Level 5 – Professional Manager Level

Level 5 is a sole position with overall managerial accountability for the department and its staff, and for monitoring the co-ordination and direction of major program objectives to achieve results in a timely and effective manner.

An employee's classification level is as per their contract of employment, or any reclassification provided during their employment in writing. However, if an employee has obtained the relevant qualifications required for a higher classification and is directed to use them by the employer on a regular basis for a period greater than 12 months, then they will be appointed to that level upon request to the employer.

ALLIED HEALTH PROFESSIONAL - Level 1 - Entry Level

This level comprises both newly qualified AHPs and developing AHPs. They will have at a minimum, a certificate level course from TAFE in area such as Cert 4 in mental health or disability, and have or be working towards an appropriate discipline-based tertiary qualification or degree or equivalent.

Level 1 – The entry level will commence at Level 1, Year 1 then advance through yearly increments as per the EA.

Level 1, Year 1

Level 1, Year 2

Level 1, Year 3

Level 1, Year 4

Allied Health Professionals at this level:

- Demonstrate at least a competent level of professional knowledge and skill. As experience is gained, Level 1 can independently undertake routine professional tasks.
- Employees participate in professional and multi-disciplinary teams, operating at the level of basic tasks to routine professional tasks commensurate with level of experience.
- Duties undertaken independently at this level are generally of a routine and non-repetitive nature, with more complex professional decisions and problem solving made under the professional guidance of a more experienced practitioner.
- Problems can be resolved by reference to procedures, well documented methods, and instructions. Work routines are established and there is only limited scope for interpretation. Limited discretion may be available by agreement to vary methods or procedures. Assistance is available when problems occur. Training is a predominant feature at this level.
- Employee's provided supervision if required by the professional body to reach appropriate level of competency and if negotiated as part of work conditions
- As the Level 1 gains experience, they will exercise greater levels of independent professional judgement.
- Within the first 12 months of employment, a professional at this level will be expected to:
- Apply clinical knowledge and skill in facilitating existing groups and interact with individuals in a counselling capacity.
- Work alongside and under the guidance of more experienced clinicians in facilitating programs. Once competence is gained, facilitate independently with the support of a student who they are mentoring.

- Provide discharge planning and follow up with clients. Provide basic clinical interventions and case management if required
- Following 12 months of employment, a professional at this level will be expected to:
- Facilitate programs independently with support of a student and take responsibility for the preparation, screening, follow up and reporting of clients in the program
- Review and revise current program materials to improve and maintain relevancy.
- Begin to develop new program material and/ or ideas.
- Apply a continuous improvement approach in recommending improvements in practice and process.
- Embark on professional development to increase skills that are relevant to the program department.

ALLIED HEALTH PROFESSIONAL - Level 2 – Qualified/Graduate Level

Advancement to Level 2 is by promotion / appointment.

Qualifications: In addition to qualifications outlined for Level 1, this level may have developed a specialty, including but not limited to Alcohol & Drug, Dialectical Behavior Therapy, Post Traumatic Stress Disorder, the Creative Arts and Older Persons, be fully registered with AHPRA or eligible for membership with the relevant accreditation association / registration authority if applicable; Bachelor or Diploma degree as relevant to area of expertise; may also have a postgraduate qualification in a relevant discipline; and will likely have completed a minimum of 12 months employment as a Level 1.

Level 2 – The Qualified/Graduate Level will commence at Level 2, Year 1 then advance through yearly increments as per the EA.

Level 2, Year 1

Level 2, Year 2

Level 2, Year 3

Level 2, Year 4

Allied Health Professionals at this level:

- Are competent, independent practitioners who have graduated and have at least one full time equivalent year clinical experience in their profession and able to work under minimal direct professional supervision.
- Exercise greater generalist knowledge within the discipline and achieve higher level of outcomes under reduced professional / clinical supervision within the discipline.
- Demonstrate expertise obtained through appropriate professional development and operational experience or other formal qualifications.
- Operate individually or as a member of a multi-disciplinary team and are required to exercise independent professional judgement on routine matters.
- May require direct professional supervision from more senior staff members when performing novel, complex or critical tasks. Work routines, methods and procedures are established but there is some scope for the use of discretion in the application of those skills. Problems can be solved by reference to procedures, documented methods, and instructions.
- Are involved in a range of activities including the analysis and interpretation of findings as they relate to the elements of the work.
- Prepare written reports incorporating recommendations on basic operations and specific client or service outcome reports.
- Utilise knowledge and skills in contributing to research and/or service development activities of the relevant discipline, identify opportunities for improvement in professional tasks including developing and contributing to ongoing quality improvement activities with other staff, contribute to professional research and participate in the provision of professional in-service education programs to staff and students and may coordinate basic projects.
- Will not directly supervise other staff but may allocate and monitor work performed, provide on the job training to staff or be assisted in their responsibilities by other less experienced staff.
- May provide professional leadership in the relevant network, including facilitating access to relevant training for professional staff, leading improvements in the safety and quality of professional services.

ALLIED HEALTH PROFESSIONAL Level 3 – Professional Level

Advancement to Level 3 is by promotion / appointment.

Qualifications: In addition to qualifications outlined in Level 2, this level will be responsible for a range of clinical activity. Exercising skills, experience and knowledge that exceed Level 2, they will provide facilitating access to relevant training for professional staff and leading improvements in the safety and quality of professional services.

They will have at least 5 full time equivalent years working in a fully registered capacity (if the Employee has undergone a Clinical Masters, Clinical Doctorate or PhD, the experience gained during clinical placements, coursework and research is taken into account as experience for these criteria); be able to provide evidence of meeting CPD each year to update skills and knowledge in their specialty field.

Level 3 - The Professional Level will commence at Level 3, Year 1 then advance through yearly increments as per the EA.

Level 3, Year 1

Level 3, Year 2

Level 3, Year 3

Level 3, Year 4

Health professionals at this Level:

- Are experienced clinicians who possess extensive specialist knowledge or a high level of broad generalist knowledge within their discipline. They provide clinical services to client groups, or other services, of a complex nature that require advanced practice skills. They can apply professional knowledge and judgement when performing novel, complex or critical tasks specific to their discipline.
- Are expected to exercise independent professional judgement when solving problems and managing cases where principles, procedures, techniques, and methods require expansion, adaptation, or modification.
- Are required to teach, assist, and mentor Level 1 and 2 staff as well as students on clinical placements.
- Are able to provide clinical supervision to students on placement if they have completed recognized supervision qualifications.

- Provision of clinical supervision within own team and / or discipline.
- The expertise, skills and knowledge is such that they may have the responsibility of a consultative role within their area(s) of expertise. They may also conduct clinical research and participate in the provision of clinical in-service education programs to staff and students.
- Managing projects which may involve personnel from either one or a variety of professional disciplines.
- Initiating and managing programs and investigations.

ALLIED HEALTH PROFESSIONAL Level 4 – Senior Professional Level

Advancement to Level 4 is by promotion / appointment only.

Qualifications: Professionals will be responsible for providing a mix of clinical lead skills and managerial duties. In addition to qualifications outlined in Level 3, this level will be exercising skills, experience and knowledge that exceed Level 3 and will provide leadership in the organisation including facilitating access to relevant training for professional staff and leading improvements in the safety and quality of professional services.

Have at least 5 full time equivalent years working in a fully registered capacity (if the Employee has undergone a Clinical Masters, Clinical Doctorate or PhD, the experience gained during clinical placements, coursework and research is taken into account as experience for these criteria); be able to provide evidence of meeting CPD each year to update skills and knowledge in their specialty field.

Level 4 – The Senior Professional Level will commence at Level 4, Year 1 then advance through yearly increments as per the EA.

Level 4, Year 1

Level 4, Year 2

Health professionals at this Level:

- Are expected to exercise independent professional judgement when solving problems and managing cases where principles, procedures, techniques, and methods require expansion, adaptation, or modification.
- Are required to teach and mentor Level 1, 2 and 3 staff, as well as supervise undergraduate and/or postgraduate students including those on clinical placements.

- The expertise, skills and knowledge is such that they may have the responsibility of a consultative role within their area(s) of expertise. They may also conduct clinical research and participate in the provision of clinical in-service education programs to staff and students. They provide advice to management on professional service delivery development, practice, and re-design in response to demand and client needs.
- Assist in the development of policies, procedures, standards, and practices, participate in quality improvement activities, and may participate in clinical research activities as required.
- Provision of clinical supervision within own team and / or discipline.
- Managing projects which may involve personnel from either one or a variety of professional disciplines.
- Initiating and managing new programs or projects.
- Providing clinical oversight of systems designed to provide best practice clinical care.
- Will deputise for the Program Manager in their absence.
- May be required to perform additional managerial duties as directed by the Manager, including performance management and evaluation, disciplinary action, grievances, and recruitment.
- May be required to contribute towards development and achievement of strategic direction of the department.

ALLIED HEALTH PROFESSIONAL Level 5 – Professional Manager Level

Level 5 is a sole position (one person to be appointed by Management to the role of Level 5) with overall managerial accountability for the department and its staff, and for major Departmental programs including, the co- ordination and direction of major program objectives to achieve results in a timely and effective manner.

Qualifications: This level provides strategic oversight of existing programs and development of new programs and services including promotion, and their delivery.

Minimum bachelor's degree, Graduate Diploma or Honors Degree, or a postgraduate qualification in a relevant discipline such as Clinical Masters / Doctorate / equivalent experience as determined by the Employer. Qualification in Business Management or equivalent experience desirable. Evidence of successful management experience required.

Must be fully registered with AHPRA or eligible for membership with relevant accreditation association / registration authority and working in a fully registered capacity for at least 8 full time equivalent years. Must have evidence of higher qualifications, discipline, or proven track record recognition at hospital and / or organisational wide levels. Must have made a significant contribution to the development of professional successful service delivery initiatives that have enhanced hospital growth and revenue.

Level 5 – The Professional Manager Level will commence at Level 5, Year 1 then advance through yearly increments as per the EA.

Level 5, Year 1

Level 5, Year 2

Health professionals at this Level:

- Will oversee program development and other clinical interventions to satisfy the Program department objectives and/or the strategic objectives of the whole organisation.
- Operate under general policy direction and with professional independence in the determination of overall strategies, marketing priorities, work standards and allocation of human and other resources to enhance program growth and revenue.
- Ability to manage staff from a range of allied health professions, ensuring they adhere to best clinical practice
- Coordinate and direct the identification, development, and implementation of new business revenue streams with a strategic development / management emphasis.
- Coordinate and direct marketing campaigns and strategies to preserve and enhance existing revenue streams, and development and implement new business revenue streams.
- Accountability for the Program department meeting its KPI targets for training, appraisals, budget and labour.
- Accountability for the Program department meeting required standards for health and safety.
- Accountability for the Program department's contribution towards maintaining accreditation under the National standards.

- Ability to provide clinical services and interventions to the client group and provide clinical leadership in the clinic at a broader management level.
- Seek professional / clinical supervision or mentoring relevant to clinical caseload.
- Be responsible for programs work with facility-wide scope and/or complexity and undertake managerial duties of an innovative, novel and/or critical nature without professional direction, in consultation with fellow clinical Health Professionals and VMOs.
- To work efficiently as a member of the executive team on maximising the strategic and clinical outcomes of the hospital.
- All staff are required to maintain the required level of Continued Professional Development (CPD) according to the guidelines required by their professional body.

IN THE FAIR WORK COMMISSION

FWC Matter No. AG2022/5553

Applicant: Burles Consulting Pty Ltd

UNDERTAKINGS

The Hobart Clinic Association Limited, in accordance with section 190 of the *Fair Work Act 2009*, gives the following undertakings with respect to the **Hobart Clinic Hospital Staff Enterprise Agreement 2022** (“the Agreement”):

1. That under clause 7 the definition of a shiftworker the word “and” is replaced with the word “or”. Therefore, the definition will read - **Shift Worker** means an employee whose ordinary weekly hours of work are performed in accordance with a roster which includes Saturdays or Sundays. Furthermore, the weeks additional annual leave as provided by Clause 25(a)(iv) applies ‘for the purposes of the NES’.
2. That under clause 7 the definition of a nightshift is replaced with **Night Shift** means a hospital shift commencing at or after 4.00pm and before 6.00am or a shift which finishes between the hours of 6pm to 8.00am.
3. That the 8 hour rest period contained with clause 23 (d) is changed to 10 hours.



Jodie Dalmazzo
People & Culture Advisor
The Hobart Clinic