



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Spotless Facility Services Pty Ltd
(AG2023/796)

SPOTLESS PUBLIC HOSPITALS (VICTORIA) ENTERPRISE AGREEMENT 2023

Health and welfare services

COMMISSIONER YILMAZ

MELBOURNE, 14 APRIL 2023

Application for approval of the Spotless Public Hospitals (Victoria) Enterprise Agreement 2023

[1] An application has been made for approval of an enterprise agreement known as the *Spotless Public Hospitals (Victoria) Enterprise Agreement 2023* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Spotless Facility Services 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 are relevant to this application for approval and have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in ss.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[4] The Agreement lodged contained several errors. This includes the wage rate for Drivers missing from schedule B, the incorrect title listed in clause 1.1, an error notification appearing in the table of contents and a blank page on page 5 of the Agreement. On 12 April 2023, the Applicant filed an amended version of the Agreement correcting these errors. I am satisfied that the correction should be made and that it is appropriate to do so pursuant to s. 218A of the Act.

[5] I observe that clause 17.6 of the Agreement concerning casual conversion is likely to be inconsistent with the National Employment Standards (NES). However, noting the second

paragraph of the Undertakings, 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 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.

[7] The Agreement is approved and in accordance with s.54, will operate from 21 April 2023. The nominal expiry date of the Agreement is 21 April 2026.



COMMISSIONER

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Annexure A



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12 April 2023

Commissioner Yilmaz
Fair Work Commission
Level 7, 11 Exhibition Street
Melbourne, VIC, 3000

By email: chambers.yilmaz.c@fwc.gov.au

Dear Commissioner Yilmaz,

Undertaking - AG2023/796 - Spotless Public Hospitals (Victoria) Enterprise Agreement 2023

I refer to the above application in relation to the *Spotless Public Hospitals (Victoria) Enterprise Agreement 2023* (the **Agreement**) and provide the following undertaking as sought by the Fair Work Commission:

General NES Precedence

This Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

Health Professional Award – Support Services Level 1 – Casuals – Overtime / Public Holidays

Spotless provides an additional undertaking with respect to casual employees who, but for the Agreement, would be covered by the *Health Professionals and Support Services Award 2020*, on the Support Services - Level 1 classification during the initial period of 3 months of employment prior to progressing to Level 2 (**Relevant Employee**).

Accordingly, Spotless undertake to conduct a reconciliation of overtime and public holiday amounts paid to the Relevant Employee at a Grade 1 Level (either Orderly/Cleaner Grade 1 or Food and Domestic Services Assistant Grade 1). Where the Relevant Employee would have been paid, on balance, a higher amount had the Award's overtime and public holiday provisions been applied during the employment period at a Grade 1 Level, the Relevant Employee will be entitled to be paid the difference.

Yours faithfully

A handwritten signature in blue ink, appearing to be "J. Goos".

Jarrett Goos
Industrial Relations Manager

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

SPOTLESS PUBLIC HOSPITALS (VICTORIA) ENTERPRISE AGREEMENT 2023

PART 1 APPLICATION AND OPERATION OF THE AGREEMENT

1. AGREEMENT TITLE

- 1.1. This Agreement shall be known as the **Spotless Public Hospitals (Victoria) Enterprise Agreement 2023**.

2. ARRANGEMENT

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3. COMMENCEMENT DATE AND PERIOD OF OPERATION

- 3.1. This Agreement shall come into effect seven days from the date of approval by the Fair Work Commission and shall have a nominal expiry date of 3 years after the Commencement Date. The Agreement shall continue in force after the nominal expiry date until replaced by another agreement or terminated in accordance with the provisions of the *Fair Work Act 2009* (Cth).

4. INCIDENCE AND COVERAGE

- 4.1. The parties to this Agreement are:
- 4.1.1 Spotless Facility Services Pty Ltd ("the Employer");
 - 4.1.2 the employees employed by the Employer pursuant to sub-clause 4.2 ("the Employees"); and
 - 4.1.3 the HWU as a bargaining representative for the Agreement, entitled to be covered by this Agreement pursuant to section 183 of the *Fair Work Act 2009*,

- 4.2. This Agreement applies to all Employees engaged by the Employer to perform duties that are contemplated by the classifications set out in this Agreement, at all public hospitals in Victoria where the Employer provides the following services: **catering, cleaning, security, orderly and care attendants.**

5. RELATIONSHIP TO PREVIOUS AWARDS AND AGREEMENTS

- 5.1. This Agreement covers all matters pertaining to the employment relationship and expressly excludes and displaces the operation of all prior Agreements and Awards that may otherwise apply.
- 5.2. The Schedules to this Agreement form part of the terms of the Agreement and are to be read in conjunction with this Agreement for all purposes, including for enforcement. Provided that if there is any inconsistency between the Schedules and the body of this Agreement, the provisions in the body of this Agreement prevail to the extent of any inconsistency.

6. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 6.1. Notwithstanding any other provision of this agreement, the employer and an individual employee may agree to vary the application of certain terms of this agreement to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:
- 6.1.1 arrangements for when work is performed;
 - 6.1.2 overtime rates;
 - 6.1.3 penalty rates;
 - 6.1.4 allowances; and
 - 6.1.5 leave loading.
- 6.2. The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- 6.3. The agreement between the employer and the individual employee must:
- 6.3.1 be confined to a variation in the application of one or more of the terms listed in clause 6.1;
 - 6.3.2 result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to;
 - 6.3.3 be about matters that would be permitted matters (as that term is defined in the Fair Work Act 2009 (Cth) if the arrangement were an enterprise agreement;
 - 6.3.4 not include a term that would be an unlawful term (as that term is defined in the Fair Work Act 2009 (Cth) if the arrangement were an enterprise agreement; and
 - 6.3.5 be genuinely agreed between the employer and the individual employee.
- 6.4. The agreement between the employer and the individual employee must also:

- 6.4.1 be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - 6.4.2 state each item of this agreement that the employer and the individual employee have agreed to vary;
 - 6.4.3 detail how the application of each term has been varied by agreement between the employer and the individual employee;
 - 6.4.4 detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
 - 6.4.5 state the date the agreement commences to operate,
- 6.5. The employer must give the individual employee a copy of the agreement within 14 days of it being made and keep the agreement as a time and wages record.
- 6.6. Except as provided in clause 6.4.1 the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 6.7. An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited, the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 6.8. The agreement may be terminated:
- 6.8.1 by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; and
 - 6.6.2 at any time, by written agreement between the employer and the individual employee.
- 6.9. The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this agreement.

7. NO EXTRA CLAIMS

- 7.1. This Agreement is reached in full and final settlement of all matters subject to claims by either party and for the life of the Agreement no further claims will be made or supported by the parties covered by the Agreement.
- 7.2. Subject to the employer meeting obligations to consult arising under this Agreement, it is not the intent of this clause to inhibit, limit or restrict an employer's right or ability to introduce change at the workplace.

8. ANTI-DISCRIMINATION

- 8.1 It is the intention of the parties covered by the Agreement to achieve the principal object in section 3(e) of the *Fair Work Act 2009* through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on **the basis of race, colour, sex, sexual preference, age, physical** or mental disability, marital status,

family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

8.2. Accordingly, in fulfilling their obligations under the procedures in clause 12 (Dispute Settling Procedures), the parties covered by the Agreement must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

8.3. Nothing in this clause is to be taken to affect:

8.3.1 any different treatment (or treatment having different effects) which is specifically exempted under State or Commonwealth anti-discrimination legislation;

8.3.2 junior rates of pay;

8.3.3 an employee, employer or registered organisation pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission; or

8.3.4 any exemptions provided under the *Fair Work Act 2009*.

9. DEFINITIONS

9.1 **Agreement** means the Spotless Public Hospitals (Victoria) Enterprise Agreement 2017.

9.2 **Base rate of pay** means the rate of pay payable to an employee in accordance with **Schedule B** for their ordinary hours of work, but not including any incentive-based payments **and bonuses, loadings, allowances, overtime, penalty rates or** any other separately identifiable amounts.

9.3 **Day of placement**, in relation to the adoption of a child by an employee, means the earlier of the following: the day on which the employee first takes custody of the child for adoption; or the day on which the employee starts any travel that is reasonably necessary to take custody of the child for adoption.

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

9.5 **DHS** means the Department of Human Services or the Department of Health.

9.6 **Employee couple**: two employees are considered an employee couple if each of the employees is the spouse or de facto of the other.

9.7 **Experience** means experience at any such work in any workplace subject to this Agreement within the last five (5) years, excluding any leave provisions.

9.8 **Fair Work Act** means the *Fair Work Act 2009* (Cth) as varied from time to time, or any successor to that Act.

9.9 **FWC** means the Fair Work Commission.

9.10 **HWU or Union** means the Health Services Union- Victoria No. 1 Branch, trading as the "Health Workers Union"

9.11 **Immediate family** means a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; and a child, parent grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

9.12 **Jury service pay** means an amount paid in relation to jury service under a law of the Commonwealth, a State or Territory, other than an amount that is, or that is in the nature of, an expense-related allowance.

9.13 **Jury service summons means a summons or other instruction** (however described) that requires a person to attend for, or perform, jury service.

9.14 **Medical certificate** means a certificate signed by a medical practitioner.

9.15 **Medical practitioner means a person registered, or licensed**, as a medical practitioner with the Australian Health Practitioner Regulation Agency (AHPRA) in one of

- the listed professions.
- 9.16 **National Employment Standards** means the *National Employment Standards* detailed in Part 2-2 of the Fair Work Act, as varied from time to time.
- 9.17 **OHS Act** means the *Occupational Health and Safety Act 2004* (Victoria) as varied from time to time, or any successor to that Act.
- 9.18 **Party** means the Employer, Employees and the HWU who are covered by this Agreement.
- 9.19 **School age**, in relation to a child, means the age at which the child is required by law to start attending school.
- 9.20 **Shift Work** means ordinary weekly hours of work performed in accordance with a roster that includes Saturday and/or Sunday.
- 9.21 **Shift Worker** means an employee whose ordinary hours of work are performed in accordance with a roster that includes Saturdays and/or Sundays.
- 9.22 **Spouse** includes a former spouse.

PART 2 DISPUTE RESOLUTION AND CONSULTATIVE STRUCTURES

10. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

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

Major change

- 10.2 For a major change referred to in paragraph (10.1)(a):
- (a) the employer must notify the relevant employees and the HWU of the decision to introduce the major change; and
 - (b) subclauses (10.3) to (10.9) apply.
- 10.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 10.4 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 10.5 As soon as practicable after making its decision, the employer must:
- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion—provide, in writing, to the relevant employees and the HWU:
 - (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.

- 10.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 10.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees and/or the HWU.
- 10.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (10.2)(a) and subclauses (10.3) and (10.5) are taken not to apply.
- 10.9 In this term, a major change is **likely to have a significant effect on Employees** if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 10.10 For a change referred to in paragraph (10.1)(b):
- (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (10.11) to (10.15) apply.
- 10.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 10.12 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 10.13 As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (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
 - (c) 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).
- 10.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 10.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 10.16 In this term:
- relevant employees** means the employees who may be affected by a change referred to in subclause (10.1).

11. CONSULTATIVE COMMITTEE

- 11.1. A site Consultative Committee shall comprise local management and employee representatives nominated by the HWU for the purpose of exchanging information and monitoring the outcome of this Agreement and any other matters that arise.
- 11.2. The site Consultative Committee will establish and maintain an appropriate constitution which suits the needs of the employees and the Company.
- 11.3. The site Consultative Committee will meet on a monthly basis unless otherwise agreed, to seek to resolve issues/disputes as they arise.
- 11.4. The site Consultative Committee shall act in an advisory capacity only and is not a decision making body.
- 11.5. Any matters not resolved at the Consultative Committee stage will be dealt with in accordance with the dispute resolution clause of this agreement.

12. DISPUTE SETTLING PROCEDURES

- 12.1. Any dispute over the application of this Agreement or the National Employment Standards set out in the Act ("grievance") should be resolved using the procedure set out in this clause.
- 12.2. **Grievances**
 - 12.2.1 An Employee will have the right for grievances to be heard through all levels of line management.
 - 12.2.2 In the first instance the Employee will attempt to resolve the grievance their immediate supervisor. The Union or other representative will be present if desired by either party to the grievance.
 - 12.2.3 If the employee still feels aggrieved, then the matter will be referred to their Department Head. The Union or other representative will be present if desired by either party to the grievance.
 - 12.2.4 If the grievance is still unresolved, then the HWU or other representative shall be advised and a meeting arranged. At this stage the Employer's representative shall be advised and shall be present at the request of either party to the grievance.
 - 12.2.5 It is agreed that the above steps in sub-clause 12.2.1 to 12.2.4 shall take place within seven days (or such longer period as may be mutually agreed).
 - 12.2.6 If the grievance has not been resolved to the satisfaction of the Employee or the Employer, either party to the grievance may refer the grievance to the FWC for resolution by conciliation and, if necessary, by arbitration.
 - 12.2.7 Until the grievance is determined, work shall continue normally in accordance with custom and practice existing before the grievance arose while discussions take place. No party shall be prejudiced as to the final settlement by the continuance of work. Health and safety matters are exempted from this sub clause.
- 12.3. Alternate resolution of disputes where FWC unable to dealt with a matter

- 12.3.1 Where the parties to the dispute have agreed to settle the dispute by the FWC exercising its powers and the FWC cannot for any reason exercise its powers to settle that dispute or act as an Independent arbitrator, it is agreed that the parties refer the dispute for resolution to an agreed independent arbitrator.
- 12.4. The parties to any dispute (including any Union or other representative of a party to the dispute) must not seek any relief under the Act prior to completing the dispute resolution process set out in this clause.
- 12.5. Both the employee and the Employer is entitled, during any conciliation or arbitration under this dispute resolution procedure, to be represented by a person of their choice, which may, in the case of the employee, be the Union.

PART 3- EMPLOYMENT ARRANGEMENTS

13. TYPES OF EMPLOYMENT

- 13.1. Employees under this Agreement may be employed in any one of the following employment categories:
- 13.1.1 full-time employment;
- 13.1.2 regular part-time employment; or
- 13.1.3 casual employment.
- 13.2. At the time of engagement an employer shall inform each employee of the terms of their engagement, and in particular whether they are to be full-time, regular part-time or casual.

14. MINIMUM ENGAGEMENT

- 14.1. Each employee shall be paid for a minimum of three hours, with the exception of employees eligible for payment of overtime in accordance with **clause 35** (Overtime) of this Agreement.

15. FULL-TIME EMPLOYMENT

- 15.1. A full-time employee is one who is ready, willing and available to work a full week of 38 ordinary hours, or an average of 38 ordinary hours as per **clause 31** (Hours of Work) at the times and during the hours that are mutually agreed upon, or in the absence of such agreement, as prescribed by the employer.

16. REGULAR PART-TIME EMPLOYMENT

- 16.1. The employer may employ regular part-time employees in any classification covered by this Agreement.
- 16.2. A regular part-time employee is one who:
- 16.2.1 works less than full-time hours per week (or fortnight);
- 16.2.2 has reasonably predictable hours of work (subject to clause 16.5); and
- 16.2.3 receives, on a pro-rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- 16.3. At the time of engagement, the employer and regular part-time employee will agree in writing on the following matters:
- 16.3.1 a regular pattern of work, specifying at least the hours worked each day

(subject to clause 16.5);

- 16.3.2 which days of the week the employee will work; and
- 16.3.3 the actual starting and finishing times each day.
- 16.4. Any agreed variation to the regular pattern of work will be recorded in writing.
- 16.5. Notwithstanding sub-clause 16.3 above, the number of hours worked may vary from week to week by mutual agreement between the employer and employee.
- 16.6. Regular part-time employees shall be paid 1/38th of the weekly wage rate for their classification pursuant to Schedule A. All leave entitlement shall accrue on a pro-rata basis.
- 16.7. An employee who does not meet the definition of a regular part-time employee and who is not full-time shall be paid as a casual employee in accordance with clause 17 (Casual Employment).
- 16.8. Payment in respect of any period of personal leave (where an employee has an accumulated entitlement) shall be on a pro-rata basis made according to the number of hours the employee would have worked paid at their base rate (inclusive of experience payment).
- 16.9. The payment or deduction of payment in lieu of notice of termination of employment shall be calculated on a pro-rata basis.
- 16.10. Any period of annual leave, long service leave and sick leave to which an employee is entitled shall accrue on a pro-rata basis according to the number of hours worked on average over the past twelve months.
- 16.11. Subject to the foregoing provisions of this clause, all the provisions of this Agreement shall apply to regular part-time employees.

17. CASUAL EMPLOYMENT

- 17.1 A casual employee is one who is engaged in relieving work or work of a casual nature and whose employment is terminable without notice by the employer, in accordance with their requirements, or by the employee.
- 17.2. Casual employees shall be paid an amount equal to 1/38th of the weekly wage rate for their classification per hour plus:
 - 17.2.1 a 25% loading for work performed on week days;
 - 17.2.2 a 75% loading for work performed on Saturdays, Sundays and Public Holidays.
- 17.3. A casual employee shall be entitled to receive the appropriate uniform and other allowances contained in this Agreement.
- 17.4 Casual employees will be entitled to applicable overtime rates as specified in clause 35.3 for any hours worked in excess of 38 hours in a week.
- 17.5. The provisions of **clauses 21 and 22** (notice of termination), **clause 31** (hours of work), **clause 32** (accrued days off), **clause 34** (reasonable additional hours), **clause 36** (overtime in lieu), **clause 37** (on call / recall) **clause 46** (Annual Leave), **clause 47** (purchased leave) **clause 48** (Personal/Carer's Leave), **clause 49** (Compassionate

Leave), **clause 51** (pre-natal leave), **clause 52** (Parental Leave), **clause 61** (rosters) shall not apply to casual employees, except where the relevant clause expressly provides entitlements for casual employees.

17.6. **Casual Conversion**

- 17.6.1 Subject to the clauses below, where a casual employee has been rostered on a regular and systematic basis over 52 continuous weeks after commencement of this Agreement, either the Employer or the Employee has the right to request in writing the conversion to full-time or part-time employment and that request will not be unreasonably refused by either party.
- 17.6.2 The right to request will not apply where the rostering pattern has resulted from coverage for extended absences such as maternity leave, long service leave, workers compensation leave and extended sick leave).
- 17.6.3 Where a request is accepted, implementation is subject to the Employer and Employee agreeing in writing upon the terms of the full-time or part-time employment arrangement in a manner consistent with this Agreement.
- 17.6.4 If the Employer has reasonably refused an Employee's request to convert under this clause, the Employee is not permitted to make another request under this clause unless:
- (i) a period of 12 months has elapsed since the previous request was issued; and
 - (ii) there has been a change in circumstances that mean the previous grounds for refusal are no longer relevant.

18. **FIXED TERM EMPLOYMENT**

- 18.1. A fixed-term employee is one who is engaged on a full-time or regular part-time basis for a fixed period of time and who is ready, willing and available to work the hours and times that are mutually agreed or, in the absence of agreement, as prescribed by the employer at the time of engagement,
- 18.2. Fixed term employment can only be offered for true fixed term arrangements, including, but not limited to special projects, maternity leave and long service leave relief.

19. **REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS**

- 19.1. An employee who is a parent, or has responsibility for the care, of a child may ask the employer for a change in working arrangements for the purpose of assisting the employee to care for the child if:
- 19.1.1 the child is under school age; or
 - 19.1.2 the child is under the age of 18 and has a disability.
- 19.2. A request made under clause 19.1 may include, but is not limited to, changes in hours of work, changes in patterns of work or changes in the location of work.
- 19.3. An employee is not entitled to make a request under clause 19.1 unless:
- 19.3.1 for an employee, other than a casual employee, they have completed at least 12 months continuous service with the employer immediately before making

the request; or

19.3.2 for a casual employee, they have:

- (a) been engaged by the employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months immediately before making the request; and
- (b) have a reasonable expectation of continuing engagement by the employer on a regular and systematic basis.

19.4. A request made under clause 19.1 must be in writing and set out:

19.4.1 details of the change in working arrangements sought by the employee; and

19.4.2 the reasons for the change.

19.5. The employer must respond to a request made under clause 19.1 within 21 days, stating whether or not the request is granted.

19.6. The employer may refuse a request made under clause 19.1 on reasonable business grounds.

19.7. if the employer refuses a request made by an employee under clause 19.1, the written response provided under clause 19.5 must include the reasons for such refusal.

20. VACANCIES

20.1. Where a vacancy arises within a department, the responsible manager will initiate action to advertise the vacant position or available hours, internally at first instance and then externally if necessary, immediately after receiving notice of resignation.

20.2. Where it is impracticable to seek internal applicants at first instance due to staff shortages in the classification in which the vacancy arises, the employer may advertise for internal/external applicants concurrently.

20.3. The employer shall advertise all vacancies that arise where the vacancy relates to a position that, but for the vacancy occurring would have been ongoing, as soon as practicable (ordinarily within 8 working days).

21. NOTICE OF TERMINATION- EMPLOYER

21.1. The employer must not terminate an employee's employment unless they have given the employee written notice of the day of the termination (which cannot be before the day the notice is given).

21.2. In order to terminate the employment of an employee, the employer shall give the minimum period of notice based on the employee's period of continuous service with the employer up to the end of the day the notice is given, as follows:

Period of continuous service	Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks

More than 5 years

4 weeks

21.3. The period of notice in 21.2 shall be increased by one week if the employee is over 45 years of age and has completed at least 2 years continuous service with the employer at the end of the day the notice is given.

21.4. For the purposes of this clause:

21.4.1 a period of service by an employee with an employer is a period during which the employee is employed by the employer, but not including any period of unauthorised absence; and

21.4.2 a period of unauthorised absence 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.

21.4.3 A transferring employee's period of continuous service includes each period of continuous service of the employee with an old employer in the business being transferred (whether or not the old employer was previously a new employer in connection with the business). However, the employee's continuous service with an old employer is disregarded so far as the employee had previously received notice of termination, or payment in lieu of such notice, in respect of that service.

21.5. The employer must not terminate the employee's employment unless:

21.5.1 the time between giving the notice and the day of the termination is at least the period (the *minimum period of notice*) worked out under **21.2, 21.3** or **21.4**, as applicable; or

21.5.2 the employer has paid the employee payment in lieu of notice of at least the amount the employer would have been liable to pay the employee at the full rate of pay for the hours they would have worked had the employment continued until the end of the minimum period of notice;

21.5.3 provided that the employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

21.6. Notice of termination shall not apply in the case of dismissal for serious or wilful misconduct.

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

21.8. Redundancy

21.8.1 Entitlement to redundancy pay

An employee is entitled to be paid redundancy pay by the employer if the employee's employment is terminated:

(a) at the employer's initiative because the employer no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or

(b) because of the insolvency or bankruptcy of the employer.

21.8.2 Amount of redundancy pay

(a) Voluntary Redundancy

An employee who has voluntarily elected to terminate their employment due to redundancy is entitled to the following:

- (I) 4 weeks' notice or payment in lieu; and
- (II) payment of \$10,000 (less tax) for a full time employee (pro rata for part time employee); and
- (III) a payment equivalent to 2 weeks' per year of service capped at 15 years.

(b) Compulsory Redundancy

An employee who has been selected for redundancy by the Company and whose employment is terminated is entitled to the following:

- (I) 4 weeks' notice or payment in lieu (if the employee is over 45 years of age and has completed 2 years of continuous service, the notice is increased by 1 week); and
- (II) a payment equivalent to 2 weeks' per year of service capped at 10 years.

To the extent that a term of this clause is detrimental to an employee in any respect when compared to the NES, the redundancy pay provisions in the NES (section 119 of the Act) will apply instead of such provisions in the Agreement.

21.8.3 Exclusions from obligation to pay redundancy pay

Clause 21.8.1 does not apply to the termination of an employee's employment if, immediately before the time of the termination, or at the time when the person was given notice of the termination (whichever happened first):

- (a) the employee's period of continuous service with the employer is less than 12 months; or
- (b) the employee is engaged as a casual employee; or
- (c) if there is a transfer of employment between non-associated entities in relation to the employee and the second employer recognises employee's service with Spotless; or
- (d) if the employee rejects an offer of employment made by another employer that is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the employee's terms and conditions of employment with the first employer immediately before the termination; and
 - (i) recognises the employee's service with the first employer, for the purpose of this Subdivision; and
 - (ii) had the employee accepted the offer, there would have been a transfer of employment in relation to the employee.

22. NOTICE OF TERMINATION - EMPLOYEE

- 22.1. The notice of termination required by an employee shall be two (2) weeks' notice,
- 22.2. if an employee falls to give the notice specified in **clause 22.1** the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under **clause 22.1**.

PART 4- CLASSIFICATION STRUCTURE, WAGES AND RELATED MATTERS

23. CLASSIFICATIONS

- 23.1. The employer shall classify all employees in accordance with the classification structures set out in Schedule A of this Agreement.
- 23.2. The employer shall notify each employee in writing upon commencement of their classification and terms of employment.
- 23.3. The employer shall notify each employee of any alteration to their classification in writing not later than the operative date of such change.
- 23.4. The employer may require an existing employee to undertake e-learning training as part of their classification. In such situation the e-learning training will be conducted during work time and the employee paid for such training.

24. SALARY AND ALLOWANCE INCREASES

- 24.1. The employer shall pay the rates of pay and allowances that are set out in Schedule B of this Agreement.
- 24.2. The employer will make a back-payment to each employee covered by this Agreement as at the date it comes into effect and who, immediately prior to this Agreement coming into effect, was covered by the predecessor agreement, the Spotless Public Hospitals (Victoria) Enterprise Agreement 2017. The back-payment will be calculated based on the rates of pay and allowances set out in Schedule B, and calculated based on work performed back to the later of (a) the commencement of the first pay period after 1 February 2022; and (b) the date on which the predecessor agreement commenced to apply to that employee.

25. SALARY PACKAGING

- 25.1. All employees covered by this Agreement will have access to salary packaging arrangements in respect of superannuation only as follows:
 - 25.1.1. By agreement with the employer, the current rate of pay and any monetary entitlements payable to the employee as adjusted by this Agreement, may be salary packaged in accordance with Company policy on salary packaging.
 - 25.1.2. The employee shall compensate the employer from within their base remuneration, for any FBT incurred as a consequence of any salary packaging arrangement the employee has entered into. Where the employee chooses not to pay any of the costs associated with their salary packaging, the employer may cease the employee's salary packaging arrangements.

- 25.1.3 The parties agree that in the event that salary packaging ceases to be an advantage to the employee (including as a result of subsequent changes to FBT legislation), the employee may elect to convert the amount packaged to salary. Any costs associated with the conversion to salary shall be borne by the employee and the employer shall not be liable to make up any benefit lost as a consequence of an employee's decision to convert to salary.
- 25.1.4 The employee shall be responsible for all costs associated with the administration of their salary packaging arrangements, provided that such costs shall be confined to reasonable commercial charges as levied directly by the external salary packaging provider and/or in-house payroll service (as applicable). as varied from time to time.
- 25.1.5 The parties recommend to employees who are considering salary packaging that they seek independent financial advice. The employer shall not be held responsible in any way for the cost or outcome of any such advice and furthermore, the parties agree that the employee shall pay for any costs associated with salary packaging.

26. PAYMENT OF WAGES

- 26.1. Wages will be paid weekly or fortnightly to the nominated financial institution of each employee.
- 26.2. The employer shall advise each employee in writing of their gross salary entitlement for the pay period, any deductions and allowances authorised by law and by the employee, and the net amount of payment.
- 26.3. Where an employee considers that they have been underpaid as a result of error on the part of the employer, the employee may request that the employer rectify the error or validate the payment.
- 26.4. Where an employee is underpaid by reason of employer error and the amount of such underpayment is less than 5% of the employee's fortnightly wage, the underpayment will be corrected in the next pay period.
- 26.5. Where the underpayment exceeds 5% of the employee's fortnightly wage, the employer must take steps to correct the underpayment within 24 hours and to provide confirmation to the employee of the correction. If the required action is not taken the employee shall be paid a penalty payment of 20% of the underpayment. In addition the employer shall meet any associated banking or other fees/penalties incurred by the employee as a consequence of the error where those fees exceed the 20% penalty payment.

27. SUPPORTED WAGE SYSTEM FOR EMPLOYEES WITH DISABILITIES

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

28. SUPERANNUATION

- 28.1. The subject of superannuation contributions is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993 (collectively the superannuation

legislation). This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

- 28.2. An employee employed by prior to the commencement of this Agreement may remain a member of their current superannuation fund, but will be offered the option of becoming a member of the Health Employees Superannuation Trust of Australia superannuation fund ("HESTA") or the First State Super superannuation fund.
- 28.3. An employee who begins employment with the employer will have access to either HESTA or First State Super superannuation funds, or such other fund of their choice.
- 28.4. In the event a new employee does not nominate a super fund, the Company will pay superannuation into the Employee's existing super account, known as a 'stapled super fund'. In the event that an employee does not nominate another complying superannuation fund and does not have a stapled super fund, Australian Retirement Fund will be the default superannuation fund while it offers a "My Super" product so as to comply with Fair Work Act 2009 (Cth)
- 28.5. The default fund on commencement of the Agreement will be the First State Super superannuation fund, provided that it offers a MySuper Product (as defined in the Fair Work Act).
- 28.6. At 12-monthly intervals throughout the life of this Agreement the parties will have regard to the membership numbers in each of the HESTA and First State Super superannuation funds. The default fund, at each 1:2-month interval, will be the fund that offers a MySuper Product (as defined in the Fair Work Act) with the most employees as members.
- 28.7. Superannuation contributions paid by the employer into an approved fund will be calculated on Ordinary Time Earnings as defined by the Superannuation Guarantee Act 1992 for the applicable classification under Schedule A of this Agreement.

29. ACCIDENT PAY

- 29.1. An employer shall be required to pay, and an employee shall be entitled to receive, accident pay in accordance with this clause.

29.2. Definitions

29.2.1 For the purposes of this clause, the following definitions shall apply:

- (a) Act means the *Workers Compensation Act (Victoria) 1958* as amended from time to time, or in respect of an injury occurring on or after 4.00 p.m. on the 1st September, 1985, the *Accident Compensation Act (Victoria) 1985* as amended from time to time.
- (b) Injury means any physical or mental injury within the meaning of the Act, and no injury shall give rise to an entitlement to accident pay under this clause unless an entitlement exists under the Act.

29.3. Accident Pay- Total Incapacity

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

- (a) the total amount of compensation, including allowances, paid to the employee during the period of incapacity under the Act for the week; and

- (b) the total weekly wage rate, as varied from time to time, and any weekly over Agreement payment being paid to the employee at the date of the injury and which would have been payable for the employee's average weekly earnings in their classification for the preceding four weeks, if they had been performing their normal duties, provided that - in making such calculation any payment for overtime earnings, shift premiums, penalty rates and any other ancillary payment payable by the employer shall not be taken into account.

29.4. Accident Pay – Partial incapacity

29.4.1 Where an employee is partially incapacitated within the meaning of the Act, the term accident pay means a weekly payment of an amount representing the difference between:

- (a) the total amount of compensation paid to the employee during the period of incapacity under the Act for the week together with the average weekly amount they are earning; and
- (b) the total weekly wage rate, as varied from time to time, and any weekly over Agreement payment being paid to the employee at the date of the injury and which would have been payable for the employee's average weekly earnings in their classification for the preceding four weeks, if they had been performing their normal duties , provided that - in making such calculation any payment for overtime earnings, shift premiums, penalty rates and any other ancillary payment payable by the employer shall not be taken into account.

29.5. Payment for part of a week

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

29.6. Qualifications for payment

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

- (a) Accident pay shall not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then, subject to clause 29.6.2 and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first two weeks.
- (b) Accident pay shall only be payable to an employee whilst that employee remains in the employment of the employer *by* whom they were employed at the time of the incapacity and then only for such period as they received a weekly payment under the Act. Provided that if an employee who is partially incapacitated cannot obtain suitable employment from their employer but such alternative employment is available with another employer then the relevant amount of accident pay shall still be payable.
- (c) Provided further that in the case of the termination by an employer of an employee who is incapacitated and receiving accident pay,

accident pay shall continue to apply subject to the provisions of this clause except in those cases where the termination is due to serious and/or wilful misconduct on the part of the employee.

- (d) In order to qualify for the continuance of accident pay on termination an employee shall if required provide evidence to the employer of the continuing payment of weekly payments of compensation.

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

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

29.7. Maximum period of payment

29.7.1 The maximum period or aggregate period of accident pay to be made by the employer shall be a total of 26 weeks for any one injury as defined in **clause 29.2.1** hereof, provided that in respect of an employee receiving or entitled to receive accident pay on or after 1 January 1981, the maximum period or aggregate of periods shall be a total of 39 weeks for any one injury as defined.

29.8. Absences on other than paid leave

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

29.9. Notice of injury

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

29.10. Medical examination

29.10.1 in order to receive an entitlement to accident pay an employee shall meet the requirements of the Act for attending medical examinations.

29.10.2 Where, in accordance with the Act, a medical referee gives a certificate as to the condition of the employee and their fitness for work or specifies work for which the employee is fit and such work is made available by the employer, and is refused by the employee or the employee fails to commence the work, accident pay shall cease from the date of such refusal or failure to commence the work.

29.11. Cessation or redemption of weekly payments

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

29.12. Civil damages

29.12.1 An employee receiving or who has received accident pay shall advise their

employer of any action they may institute or any claim they make for damages. Further, the employee shall, if requested, provide an authority to the employer entitling the employer to a charge upon any money payable pursuant to any judgement or settlement on that injury.

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

29.12.3 Where an employee obtains a judgement or settlement for damages against a person other than the employer in respect of an injury for which they have received accident pay, the employers liability to pay accident pay shall cease from the date of such judgement or settlement, provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the employer, the employee shall pay to the employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

29.13. Insurance against liability

29.13.1 Nothing in this Agreement shall require an employer to insure against liability for accident pay.

29.14. Variations in compensation rates

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

29.15. Death of an employee

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

29.16. Commencement

29.16.1 This clause shall only apply in respect of incapacity arising from any injury occurring or recurring on or after 3 March 1975.

30. STAFF APPRAISAL

30.1. Where a system of staff appraisal does not currently exist at a workplace, the employer may implement a performance appraisal process and the employees will participate in that process, provided that:

30.1.1 The employer first consults at the local level with staff and/or their union or other representative over a framework for the staff appraisal process it is seeking to introduce;

30.1.2 The staff appraisal process is not used as a disciplinary tool;

30.1.3 The staff appraisal process is intended to allow genuine feedback by both employer and employee;

- 30.1.4 The outcomes of the review are documented and confirmed and a written copy of the outcomes is given to the employee.

PART 5 - WORKING HOURS AND ALLOWANCES

31. HOURS OF WORK

- 31.1. The ordinary hours of work for a full-time employee shall be 38 hours, or an average of 38 hours, per week.
- 31.2. For the purposes of clause 31.1, the ordinary hours an employee works in a week are taken to include any hours of authorised leave, or absence, whether paid or unpaid, that the employee takes in a week.
- 31.3. The working week shall commence at the beginning of the first morning shift on a Wednesday.
- 31.4. Notwithstanding any authorised meal breaks or rest breaks, the work of each day/shift shall be continuous.
- 31.5. The ordinary hours of work shall be worked either:
- 31.5.1 5 shifts per week of not more than 8 hours each; or
 - 31.5.2 10 shifts per fortnight of not more than 8 hours each; or
 - 31.5.3 19 shifts per four-week period of not more than 8 hours each; or
 - 31.5.4 by mutual agreement:
 - (a) 4 shifts per week of not more than 10 hours each; or
 - (b) 8 shifts per fortnight of not more than 10 hours each.
 - 31.5.5 As per the NES, the maximum ordinary weekly hours for an employee is 38. The above is predicated on the requirement for an employee to have an unpaid meal break of between 30 minutes and 60 minutes after each 5 hours of continuous work.
 - 3.1.5.6 Notwithstanding the above, employees who access an accrued day off (ADO) will work 40 hours in a week, being 2 hours per week extra, in order to receive one paid day off in each four-week period, or across 5 weeks for those who work 10 hour shifts.
- 31.6. Any employee required to work more than six consecutive periods of duty without 24 hours off duty shall be paid for the seventh and any further consecutive period of ordinary duty worked at the rate of triple time until they have been given 24 hours off duty.

32. ACCRUED DAYS OFF

- 32.1. Where the system of working provides for accrued days off, employees shall work an additional 0.4 hours per day, or 2 hours per week, to facilitate one accrued day off (ADO) after every 4 weeks of service.
- 32.2. The maximum ADOs shall be 13 in any calendar year, provided that one (1) ADO shall be taken in conjunction with a period of annual leave, for which no additional payment is to be made.

- 32.3. Accrued days off are to be taken as single days on a rostered basis (i.e. 1 ADO in each 28-day cycle), as agreed between the employer and employee, provided that the employer and employee may mutually agree to defer a rostered ADO for a maximum of one month, but only in exceptional circumstances.

33. WEEKEND WORK

- 33.1. All rostered time of ordinary duty performed between midnight on Friday and Midnight on Sunday shall be paid for at the rate of time and one half.
- 33.2. Notwithstanding **clause 33.1**, where the Saturday or Sunday work involves:
- 33.2.1 work in excess of the prescribed rostered hours, such work will be paid for at the rate of double time; and
 - 33.2.2 work performed by a worker of broken shifts outside a spread of nine (9) hours from the time of commencing work shall be paid for at the rate of time and three-quarters; and
 - 33.2.3 work performed by a worker of broken shifts outside a spread of twelve (12) hours from the time of commencing work shall be paid for at the rate of double time.

34. REASONABLE ADDITIONAL HOURS

- 34.1. Subject to **clause 34.2**, the employer may require an employee to work reasonable additional hours at the appropriate overtime rate as defined in **clause 35** (Overtime) of this Agreement.
- 34.2. 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:
- 34.2.1 any risk to employee health and safety arising from the additional hours;
 - 34.2.2 the employee's personal circumstances, including family responsibilities;
 - 34.2.3 the needs of the workplace or enterprise in which the employee is employed;
 - 34.2.4 whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - 34.2.5 the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it;
 - 34.2.6 the usual patterns of work in the industry, or the part of the industry, in which the employee works;
 - 34.2.7 the nature of the employee's role, and the employee's level of responsibility;
 - 34.2.8 whether the additional hours are in accordance with an averaging arrangement agreed to by the employer and employee under **clause 31** (Hours of Work); and
 - 34.2.9 any other relevant matter.

35. OVERTIME

- 35.1. Where an employee is required to work reasonable additional hours, they shall be entitled to payment of overtime in accordance with the provisions of this clause.
- 35.2. Part-time employees are only entitled to payment of overtime where the employee:
- 35.2.1 works in excess of their ordinary hours, except where genuine agreement has been reached as per cl 16.5;
 - 35.2.2 works in excess of 10 hours per shift; and/or
 - 35.2.3 works in excess of an average of 38 hours per week in a fortnight or 4 week period.
- 35.3. Only authorised overtime shall be paid for and the following rates of overtime shall apply:
- 35.3.1 time and one half for the first two hours and double time thereafter for hours worked in excess of the number of hours fixed as a day's, week's, fortnight's or four week's work, as the case may be;
 - 35.3.2 double time for overtime outside a spread of 12 hours from the commencement of the last previous rostered period of duty, provided that the overtime is not continuous with the next succeeding period of duty;
 - 35.3.3 time and one half for overtime outside a spread of 9 hours from the time of commencing work by an employee rostered to work broken shifts; and
 - 35.3.4 double time for overtime outside a spread of 12 hours from the time of commencing work by an employee rostered to work broken shifts.
- 35.4. Overtime shall be so arranged that, where reasonably practicable, the employee who performs overtime shall have 10 consecutive hours off duty between successive periods of duty.
- 35.5. in addition to **clause 35.4** above, an employee, other than a casual, who works so much overtime between the end of their agreed ordinary hours of duty and the start of their next succeeding period of duty that they would not have a 10-hour break between those times, shall be released after completion of such overtime worked until they have had a 10-hour break, without loss of pay for ordinary hours occurring during such absence.
- 35.6. For the purposes of this clause, each period of overtime shall stand alone.

36. OVERTIME IN LIEU

- 36.1. An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- 36.2. Overtime taken as time off during ordinary time hours shall be taken at the penalty time rate. That is, one and one half hours off or two hours off, as the case may be, for each overtime hour worked.
- 36.3. An employer shall provide payment at the appropriate overtime rate where time off in lieu has not been taken within four (4) weeks of accrual.
- 36.4. For the purposes of this clause, in accruing or calculating payment of overtime, each

period of overtime shall stand alone.

37. ON CALL / RECALL

37.1. The employer shall pay an on call allowance to employees who are required to be on call.

37.2. The on call allowance in Schedule **B** shall be paid to employees as follows:

37.2.1 Employees who are required to be on call, or who return to duty when off duty, shall be paid an on call allowance in addition to any other amount payable, per twelve hours or part thereof.

37.2.2 Any period of overtime involving a recall to duty during an off duty period, and which is not continuous with the next succeeding rostered period of duty, shall be paid at a minimum of three hours at the appropriate overtime rate.

37.2.3 When recall work is necessary, it should be so arranged that employees have at least 10 hours off duty between successive shifts.

37.2.4 An employee, other than a casual, who works so much overtime between the termination of their previous rostered shift and the commencement of their next rostered shift, that they would not have a 10-hour break shall be released after completion of such recall worked until they have had a 10-hour break. The employee shall not suffer any loss of pay for rostered ordinary hours occurring during such absence.

37.2.5 If, on the instructions of the employer, an employee resumes or continues work without having had a 10- hour break in accordance with clause 37.2.4, they shall be paid at the rate of double time until they are released from duty for such rest period. The employee shall then be entitled to be absent until they have had a 10-hour break. The employee shall not suffer any loss of pay for rostered ordinary hours occurring during such absence.

37.2.6 Where an employee finishes a period of overtime at a time when reasonable means of transport are not available for them to return to their place of residence, the employer shall provide adequate transport free of charge.

38. SHIFT WORK

38.1. Employees who perform shift work shall be entitled to payment of a shift allowance under the following provisions of this clause. For the sake of clarity employees are only entitled to one such shift allowance (either Morning, Afternoon or Night) per applicable shift.

38.2. Morning Shift Allowances:

38.2.1 An employee whose rostered hours of ordinary duty commence between 6.00pm and 6.30am shall be paid the morning shift allowance specified in Schedule B per rostered period of duty.

38.3. Afternoon Shift Allowance

38.3.1 An employee whose rostered hours of ordinary duty finish between 6.00pm and 8.00am shall be paid the afternoon shift allowance specified in Schedule B per rostered period of duty.

38.4. Night Shift Allowance:

38.4.1 Provided that, an employee working on any rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00am shall be paid for any such periods of duty the night shift allowance specified in Schedule B.

38.5. Change of Shift Allowance:

38.5.1 Provided further that in the case of an employee who changes from working on one shift to working on another shift, the time of commencement of which differs by four hours or more than from that of the first, shall be paid the change of shift allowance specified in Schedule B on the occasion of each such change in addition to any amount payable under the preceding provisions of this clause.

38.5.2 Notwithstanding the provisions of clause 38.6.1 above, the change of shift allowance is not payable where the employer agrees to a request in writing (including during onboarding) made on behalf of one or more employees for changes in shifts.

38.6. The employer is required to pay the shift allowances set out in the rates tables in Schedule B of this Agreement.

39. REST BREAKS

39.1. Employees shall be entitled to a 10-minute rest breaks in each four hours worked, or part thereof being greater than one hour.

39.2. Rest breaks shall be taken at a time suitable to the employer and shall be counted as time worked.

40. MEAL BREAKS

40.1. An employee shall be allowed not less than 30 minutes and not more than 60 minutes for a meal after each 5 hours of continuous work,

40.2. Meal breaks shall not be regarded as time worked.

40.3. Night Duty

40.3.1 Employees who are not relieved from night duty (and on call) during the rostered meal break shall be granted a meal break of not less than 20 minutes, to be commenced after completing three hours and not more than five hours of duty. Such meal break will be counted as time worked.

40.3.2 The arrangement in clause 40.3.1 may also be adopted in any case where there is mutual agreement between the employer and employee.

41. MEAL ALLOWANCES

41.1. Where an employee is required to work overtime Monday to Friday (inclusive) for more than one hour after the usual finish time, or on a Saturday/Sunday for more than 5 hours, the employer shall either supply the employee with an adequate meal or pay a meal

allowance.

- 41.2. Where such overtime exceeds 4 hours Monday to Friday (inclusive), or 9 hours on a Saturday/Sunday, the employer shall either supply the employee with a further adequate meal or pay additional meal money.
- 41.3. The provisions of clauses 41.1 and 41.2 shall not apply where the employee could reasonably return home for a meal within the period allowed.
- 41.4. The meal allowances payable over the life of this Agreement are set out in Schedule B.
- 41.5. Claims for payment of an overtime meal allowance will be processed in the next ordinary pay.

42. HIGHER DUTIES

- 42.1. Employees classified who are engaged for more than one hour in duties carrying a higher rate than their ordinary classification, shall be paid the higher rate of pay for the full day or shift. If such employee is engaged in higher duties for one hour or less, they are only entitled to payment at the higher rate for the time worked.
- 42.2. An employee who performs heart shaves and/or mortuary duties, or is rostered to do so, will be paid the higher rate of pay (if applicable) for the entire shift, irrespective of the time spent performing those duties.

43. UNIFORMS AND PROTECTIVE CLOTHING

- 43.1. Where an employee is required to wear a uniform or any special clothing, the employer will supply such uniform at no cost to the employee and will replace it where necessary on a fair 'wear and tear' basis.
- 43.2. Employees shall be paid a uniform allowance in accordance with Schedule B for purchasing uniform and special clothing, where they are not provided by the employer under clause 43.1. The uniform allowance is payable for all absences on paid leave, other than absences on long service leave and sick leave beyond 21 days. Where, prior to the taking of leave, an employee was paid a uniform allowance other than at the weekly rate, the rate payable is the average of the allowance paid during the four weeks immediately preceding the taking of leave.
- 43.3. Uniforms and special clothing provided in accordance with clauses 43.1 and 43.2 shall remain the property of the employer.
- 43.4. Where employees are responsible for laundering uniforms and special clothing, the employer shall pay the laundry allowance set out in the rates table in Schedule B of this Agreement. The employee will be paid a laundry allowance per day or part thereof on duty, or an allowance per week, whichever is the lesser amount. The laundry allowance is not payable for absences of any kind.
- 43.5. The employer shall provide such gloves, masks, protective clothing and safety appliances as are required for an employee to properly and safely perform their job function. Where the employee is required to purchase such clothing and equipment, they shall be reimbursed in full by the employer.

44. TELEPHONE ALLOWANCE

- 44.1. Where the employer requires an employee to install and/or maintain a telephone for on call or other purposes, the rental and installation charges shall be met by the employer on production of receipted accounts by the employee.

PART 6- LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

45. PUBLIC HOLIDAYS

45.1. Entitlement to be absent on a public holiday

45.1.1 An employee is entitled to be absent from their employment on a day or part-day that is a public holiday in the place where the employee is based for work purposes.

45.1.2 However, an employer may request an employee to work on a public holiday if the request is reasonable.

45.1.3 if an employer requests an employee to work on a public holiday, the employee may refuse the request if:

- (a) the request is not reasonable; or
- (b) the refusal is reasonable.

45.1.4 in determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:

- (a) the nature of the employer's workplace or enterprise (including its operational requirements), and the nature of the work performed by the employee;
- (b) the employee's personal circumstances, including family responsibilities;
- (c) whether the employee could reasonably expect that the employer might request work on the public holiday;
- (d) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday;
- (e) the type of employment of the employee (for example, whether full-time, part-time, casual or shiftwork);
- (f) the amount of notice in advance of the public holiday given by the employer when making the request;
- (g) in relation to the refusal of a request- the amount of notice in advance of the public holiday given by the employee when refusing the request; and
- (h) any other relevant matter.

45.2. Meaning of *public holiday*

- 45.2. Public Holidays are provided for in the National Employment Standards (the NES).
- 45.3. Payment for work on public holiday
- 45.3.1 Employees shall be paid double time and one half for all time worked on a public holiday;
- 45.3.2 If the public holidays falls on the employee's rostered day off, the employee shall be entitled to one and one half times the payment for their ordinary day or, if the employer and employee so agree:
- (a) the employee may take one day and one half off in lieu within four weeks of the public holiday; or
 - (b) have one and one half days added to their annual leave.
- 45.4. Easter Saturday public holiday
- 45.4.1 An employee who ordinarily works Monday to Friday only and who does not work on Easter Saturday shall, notwithstanding anything elsewhere in this clause, be entitled to:
- (a) one day's pay in respect of Easter Saturday; or
 - (b) where there is mutual consent, within four weeks following the date on which such holiday occurred, the employee may take on day off in lieu; or
 - (c) have one day added to their annual leave.
- 45.5. Substitute Days
- 45.5.1 An employer and their employees may agree to substitute another day for any prescribed in this clause. For this purpose the consent of the majority of affected employees shall constitute agreement.
- 45.5.2 An agreement pursuant to clause 45.5,1 shall be recorded in writing and be available to every affected employee.
- 45.5.3 The Union shall be informed of an agreement made in accordance with clause 45.5.1 and shall have seven days in which to refuse to accept it. The Union will not unreasonably refuse to accept an agreement made under clause 45.5.1.
- 45.5.4 if the Union refuses to accept an agreement made under clause 45.5.1, the parties will seek to resolve the matter in accordance with the Dispute Settling Procedures of this Agreement.
- 45.6. Payment for absence on public holiday
- 45.6.1 if an employee is absent from their employment on a day or part-day that is a public holiday, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work on the day or part-day.
- 45.7. Public holidays and Accrued Days Off
- 45.7.1 Where an employee's accrued day off falls on a public holiday, another day

shall be determined by the employer to be taken in lieu thereof, within the same 4-week cycle (where practicable).

45.8. Public holidays and part-time employees

45.8.1 A regular part-time employee who is not ordinarily required to work on the day on which a public holiday is observed shall not be entitled to payment for such public holiday unless they are required to work on that day.

45.8.2 in determining whether a part-time employee who works a rotating roster is entitled to receive the 'rostered off' Agreement benefits for a particular public holiday not worked, the employer shall review the roster pattern of the individual over the preceding six months, if the rosters show that the employee has worked 50% or more of the days on which a particular public holiday falls, the employee shall be entitled to receive the 'rostered off benefit for that public holiday.

46. ANNUAL LEAVE

46.1. Basic entitlement

46.1.1 An employee (other than a casual employee) is entitled to four (4) weeks annual leave for each year of service with the employer.

46.1.2 Part-time employees shall be entitled to annual leave on a pro rata basis. Where the ordinary hours for a part-time employee have varied during the period of accrual, the average ordinary hours shall be used to determine the employee's annual leave entitlement.

46.1.3 In addition to clause 46.1.1 above, shift workers who work ordinary hours on ten or more weekends (meaning work performed on Saturday or Sunday or both) for four hours or more during any year in which annual leave accrues shall be entitled to one (1) additional week's leave (i.e. 5 weeks annual leave in total).

46.1.4 An employee's annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accrues from year to year.

46.2. Taking of annual leave

46.2.1 Annual leave shall be taken at a time or times as agreed between the employer and employee. Where an employee requests a period of annual leave, agreement shall not be unreasonably withheld by the employer.

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

46.2.3 If the period during which an employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave) under this Agreement, or a period of absence from employment in accordance with clause 53 (Community Service Leave), the employee is taken not to be on paid annual leave for the period of that other leave or absence.

46.2.4 Further to clause 46.2.3 above, an employee who becomes sick during a period of annual leave is entitled to claim such period against their accumulated personal leave entitlement. The employee shall be expected to notify the employer as soon as possible and provide a medical certificate for

the period of sickness claimed. if the claim is accepted by the employer, the period of sickness shall be deducted from the employee's personal leave entitlement and credited against their accrued annual leave.

- 46.2.5 The amount of annual leave loading or penalties paid to an employee in accordance with clause 46.3.3 in respect of a period of annual leave that is subsequently converted to another type of leave shall be deducted from any future entitlement under clause 46.3.3 or payment upon termination of employment, where applicable.
- 46.2.6 To assist employees in balancing their work and family responsibilities, an employee may elect, with the consent of the employer to accrue and carry forward any amount of annual leave for up to two years from the date of entitlement.
- 46.2.7 The employer and an employee may agree to defer the payment of annual leave loading in respect of single day annual leave absences until at least five annual *leave* days are taken by the employee.

46.3. **Payment for annual leave**

- 46.3.1 If an employee takes a period of paid annual leave, the employer must pay the employee their ordinary pay for period of leave taken.
- 46.3.2 Ordinary pay, for the purposes of this clause, shall mean remuneration for the employee's weekly number of hours during the period of leave taken, calculated at the ordinary time rate of pay pursuant to **Schedule B** of this Agreement.
- 46.3.3 In addition to the ordinary pay as described in **clause 46.3.2**, all employees shall receive either:
- (a) over Agreement payments for ordinary hours of work (where applicable);
 - (b) shift work premiums, according to the roster or projected roster (where applicable);
 - (c) Saturday and Sunday premiums, according to the roster or projected roster (where applicable); and
 - (d) in-charge allowances (where applicable); or
 - (e) annual leave loading equal to 17.5% of their wage, for their normal weekly hours, calculated at the ordinary time rate of pay, whichever is the higher.
- 46.3.4 if, when the employment of an employee ends, the employee has an accrued annual leave entitlement, the employer must pay the employee the amount that would have been payable to the employee had they taken the period of accrued annual leave.

46.4. **Annual leave in advance**

- 46.4.1 Annual leave may be taken in advance, by mutual agreement between the employer and employee.
- 46.4.2 Where annual leave is taken in advance, a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in which

annual leave had been taken before it accrued.

- 46.4.3 Where annual leave has been taken in advance by an employee and:
- (a) the employment of the employee is terminated before the employee has completed the year of employment in respect of which such annual leave has been taken; and
 - (b) the sum paid by the employer to the employee as ordinary pay for the annual leave so taken exceeds the sum that the employer is required to pay to the employee under clause 46.3.4; then
 - (c) the employer shall not be liable to make any payment to the employee under clause 46.3.4 and shall be entitled to deduct the amount of such excess from any remuneration payable to the employee upon termination of employment.

46.5. Cashing out of annual leave

- 46.5.1 Where an employee has accrued annual leave in excess of eight (8) weeks, then by mutual written agreement with the employee the employer may pay the annual leave (and annual leave loading as applicable) in excess of eight weeks to the employee as a one-off cash payment.
- 46.5.2 Superannuation contributions will be paid by the employer in respect of any period of annual leave to be paid out in accordance with clause 46.5.1,
- 46.5.3 Payments made in accordance with clause 46.5.1 extinguish an employee's right to access leave or receive further payment for the period of leave paid out.
- 46.5.4 An employee who cashes out annual leave in accordance with this clause will be paid the full amount that would have been payable to the employee had the employee taken the leave that is forgone.

47. PURCHASED LEAVE

- 47.1. Full-time and part-time employees may purchase additional annual leave, with the agreement of the employer.
- 47.2. The amount of additional leave that may be purchased varies according to the classification of the employee as follows:
- 47.3. Full-time and part-time employees may purchase up to 4 weeks additional leave per year and, with the agreement of the employer, work between 48 and 51 weeks per year. Approval rests with the employer, who may legitimately take into account operational needs and work requirements. Agreement will not be unreasonably withheld.
- 47.4. Where the employer and employee agree to a reduction in the number of working weeks, the employee will receive additional leave as follows:

Period Worked	Additional weeks' leave	Total weeks' leave
48/52 weeks	4 weeks	8 weeks
49/52 weeks	3 weeks	7 weeks

50/52 weeks 2 weeks 6 weeks

51/52 weeks 1 weeks 5 weeks

- 47.5. Where an employee applies for additional leave pursuant to this clause the employer shall respond to such application within four (4) weeks.
- 47.6. Where the employer and employee agree to a reduction in the number of working weeks, the employee will receive a salary equal to the period worked, but spread over a 52 week period. Accrual of sick leave and long service leave will be unaffected by these arrangements.
- 47.7. The approval of purchased leave arrangements for individual employees will be subject to annual application and approval by the employer.
- 47.8. An employee may revert to ordinary 52 week employment by giving the employer no less than four weeks written notice.
- 47.9. Where an employee so reverts to 52 week employment, appropriate pro-rata salary adjustments will be made.

48. PERSONAL/CARER'S LEAVE

48.1. The provisions of this clause apply to full-time and regular part-time employees. The personal/carer's leave entitlements of casual employees are set out in **clause 48.12** below.

48.2. Amount of paid personal/carer's leave

48.2.1 Paid personal/carer's leave will be available to an employee when they are absent because of:

- (a) personal illness or injury; or
- (b) personal illness or injury of an immediate family or household member who requires the employee's care and support; or
- (c) an unexpected emergency affecting an immediate family or household member;

48.2.2 The amount of personal/carer's leave to which a full-time employee is entitled depends on the classification of the employee and how long they have worked for the employer.

48.2.3 Employees shall accrue personal/carer's leave as follows:

- (a) one day will be available for each month of service in the first year of service;
- (b) 14 days will be available per annum in the second, third and fourth year of service; and
- (c) 21 days will be available per annum in each subsequent year of service.

48.2.4 in addition to **48.2.3** above, where employees do not utilise the single day

absences for a period of five years, an additional 5 days' personal/carer's leave shall be added to the employee's accrued entitlement.

- 48.2.5 An employee's entitlement accrues progressively during the first year of service then becomes entitled on the employee's anniversary date in second and subsequent years according to the employee's ordinary hours of work and unused personal/carer's leave accumulates from year to year.

48.3. Immediate family or household

- 48.3.1 The term immediate family includes:

- (a) spouse (including a former spouse, a de facto partner and a former de facto partner) of the employee, A defacto 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 domestic basis (whether the employee and the person are of the same sex or different sexes); and
- (b) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee or de facto spouse of the employee.

48.4. Leave to attend health professional appointments

- 48.4.1 Employees who are absent from duty on account of a personal disability and are required to attend an appointment with a chiropodist/podiatrist, chiropractor, dentist, optometrist, osteopath, physiotherapist or psychologist shall, on production of satisfactory evidence, be granted leave out of existing personal/carer's leave entitlements. A statutory declaration shall not be satisfactory evidence of such absence.

48.5. Use of accumulated personal/carer's leave

- 48.5.1 An employee is entitled to use accumulated personal/carer's leave for the purposes of this clause where the current year's personal/carer's leave entitlement has been exhausted.

48.6. Employee must give notice

- 48.6.1 Employees must give the employer notice of the taking of personal/carer's leave.

- 48.6.2 The notice:

- (a) Where possible, the employee should notify the employer before the time rostered to commence duty on the day of the absence, however notification of the absence must be given to the employer as soon as practicable (which may be a time after the leave has started).
- (b) Must advise the employer of the period, or expected period, of the leave.

48.7. Evidence supporting claim

- 48.7.1 The employer will require the employee to provide evidence that would satisfy a reasonable person to support the taking of personal/carer's leave, provided that an employee may be absent through personal illness or injury for one day without furnishing evidence on not more than three (3) occasions in any one

year of service.

48.7.3 A certificate of a registered medical practitioner or a Statutory Declaration signed by the employee shall be satisfactory evidence of personal illness or injury.

48.7.4 A medical certificate must be provided by the employee to the employer to evidence personal illness or injury where the employee has exhausted their entitlement to:

(a) Be absent for three (3) single day absences per year without furnishing evidence (as set out in clause 48.7.1 above); and

(b) Be absent for three (3) instances per year upon production of a statutory declaration (as set out in clause 48.7.3 above).

48.7.5 When taking leave to care for members of their immediate family or household who are ill or injured and require care and support, the employee shall, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness or injury of the person who requires care and support.

48.7.6 When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

48.7.7 in normal circumstances, an employee must not take leave to care for an immediate family or household member under this clause where another person has taken leave to care for the same person.

48.8. An employee is not entitled to personal/carer's leave under this clause unless they have complied with the foregoing notice and evidence requirements.

48.9 Paid family and domestic violence leave

48.9.1 Paid family and domestic violence leave is provided for in the NES

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

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

48.10. **Absence on public holidays**

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

48.11. **Unpaid personal/carer's leave**

48.11.1 Where an employee has exhausted all paid personal/carer's leave

entitlements, they are entitled to take unpaid carer's leave to provide care and support in the circumstances outlined in clauses 48.2.1(b) or (c). The employer and the employee will agree on the period. In the absence of agreement the employee is entitled to take up to two (2) days' unpaid carer's leave per occasion.

- 48.11.2 No employer shall terminate the services of an employee during the currency of any period of personal leave with the object of avoiding their obligations under this clause.

48.12. Casual employees- Caring responsibilities

- 48.12.1 Casual employees are entitled to be unavailable to attend work or to leave work:

- (a) if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
- (b) upon the death in Australia of an immediate family or household member.

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

- 48.12.3 The employer will require the casual employee to provide satisfactory evidence to support the taking of this leave.

- 48.12.4 An employer must not fall to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the employer to engage or not engage a casual employee are otherwise not affected.

48.13. Portability of personal/carer's leave

- 48.13.1 Where an employee is and has been in the service of an employer registered and subsidised under the Health Services Act or the Fairfield Hospital Board or of the Cancer Institute Board of the Victorian Bush Nursing Association (Incorporated) and transfers to another employer registered and subsidised under the Hospital and Charities Act or the Fairfield Hospital Board or of the Cancer Institute Board of the Victorian Bush Nursing Association (Incorporated), accumulated personal leave to their credit up to a maximum of 180 days shall be credited to such employee in their new employment. The employer may require the employee to produce a written statement from their previous employer specifying the amount of accumulated personal leave standing to the credit of such employee at the time of leaving that previous employment.

- 48.13.2 Provided that in respect of any period of absence from employment between engagement with one employer and another or re-engagement with the same employer, continuity of employment shall be deemed to be unbroken provided such period of absence does not exceed five weeks in addition to the total period of annual leave, long service leave and or personal leave which the employee actually receives on termination or for which they are paid in lieu.

- 48.13.3 Provided further that where any employee for the sole purpose of undertaking

a course of study related to their employment, is, with the written approval of their employer, absent without pay for up to but not exceeding 52 weeks, such absences shall not be deemed to have broken continuity of service but shall not be counted in aggregating service for the purpose of establishing entitlement to personal leave portability.

49. COMPASSIONATE LEAVE

- 49.1. Employees are entitled to two days compassionate leave on each occasion when a member of the employee's immediate family or a member of the employee's household:
- 49.1.1 contracts or develops a personal illness that poses a serious threat to their life;
 - 49.1.2 sustains a personal injury that poses a serious threat to their life; or
 - 49.1.3 dies.
- 49.2. Any unused portion of compassionate leave will not accrue from year to year and will not be paid out on termination.
- 49.3. Such leave does not have to be taken consecutively.
- 49.4. An employee may take unpaid compassionate leave by agreement with the employer.
- 49.5. The employer will require the employee to provide satisfactory evidence to support the taking of compassionate leave.

50. LONG SERVICE LEAVE

50.1. Entitlement

- 50.1.1 An employee shall be entitled to long service leave with pay, in respect of continuous service with one and the same employer, or service with Institutions or Statutory Bodies, in accordance with the provisions of this clause.
- 50.1.2 The amount of such entitlement shall be six months' long service leave on the completion by the employee of fifteen years' continuous service, and thereafter an additional two months' long service leave on the completion of each additional five years' service.
- 50.1.3 In addition, in the case of an employee who has completed more than fifteen years' service and whose employment is terminated otherwise than by the death of the employee, an amount of long service leave equal to 1/30 of the period of their service since the last accrual of entitlement to long service leave under clause 50.1.2.
- 50.1.4 In the case of an employee who has completed at least ten years' service, but less than fifteen years' service and whose employment is terminated for any cause other than serious and wilful misconduct, such amount of long service leave as equals 1/30th the period of service.

50.2. Definitions

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

- (a) **Pay** means remuneration for an employee's normal weekly hours of work calculated at the employees' ordinary time rate of pay provided in Schedule B at the time the leave is taken or (if they die before the completion of leave so taken) as at the time of their death; and shall include any allowances usually paid, and shall also include the amount of any increase to the employee's ordinary time rate of pay which occurred during the period of leave as from the date of such increase operates provided that where accommodation is made available to an employee during their period of leave.
- (b) **Month** shall mean a Calendar Month.
- (c) **Institution** shall mean any hospital or benevolent home, community health centre, Society or Association registered pursuant to the *Health Services Act 1988* (or the former *Hospital and Charities Act 1958*), or the Cancer Institute constituted under the *Cancer Act 1958*, or the Fairfield Hospital Board or the Bush Nursing Association, and successors thereto.
- (d) **Statutory Body** means the Hospital and Charities Commission of Victoria, the DHS and/or the Nursing Board of Victoria, and successors thereto.
- (e) Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding interpretation.

50.3. Service entitling to leave

50.3.1 Subject to this subclause the service of an employee with an Institution or Statutory Body shall include service for which long service leave, or payment in lieu has not been received, in one or more institutions including Statutory Bodies directly associated with such Institutions or Institution for the periods required by **clause 50.1** above.

50.3.2 Notwithstanding **50.3.1** above, when calculating the aggregate of service for employees any period of employment with an Institution or Statutory Body of less than six (6) months' duration shall be disregarded.

50.3.3 Subject to this subclause service shall also include all periods during which an employee was serving in Her Majesty's Forces or was made available by the employer for National Duty.

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

- (a) the taking of any annual leave, long service leave, or other paid leave approved in writing by the employer and not covered by **50.3.4(b)** or **50.3.4(d)** below;
- (b) any absence from work of not more than fourteen days in any year on account of illness of injury or if applicable such longer period as provided in **clause 48** (Personal/Carer's Leave) leave;
- (c) any interruption or ending of the employment by the employer if such

interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;

- (d) any absence on account of injury arising out of or in the course of the employment of the employee for a period during which payment is made under **clause 29** (Accident Pay);
- (e) any unpaid leave of absence of the employee where the absence is authorised in advance in writing by the employer to be counted as service;
- (f) any interruption arising directly or indirectly from an industrial dispute;
- (g) any period of absence from employment between the engagement with one of the said Institutions or Statutory Bodies and another (or re-engagement with the same Institution or Statutory Body) provided it is less than the employee's allowable period of absence from employment. An employee's allowable period of absence from employment shall be five weeks in addition to the total period of paid annual and/or sick leave that the employee actually received on termination or for which they are paid in lieu;
- (h) the dismissal of an employee if the employee is re-employed within a period not exceeding two months from the date of such dismissal;
- (i) any absence from work of an employee for a period not exceeding twelve months or longer as agreed under **clause 52** in respect of their pregnancy;
- (j) any other absence of an employee by leave of the employer, or on account of injury arising out of or in the course of their employment not covered by **clause 50.3.4(d)**,

50.3.5 in calculating the period of continuous service of any employee, an interruption or absence of a kind mentioned in **clauses 50.3.4(a) to 50.3.4(e)** shall be counted as part of the period of their service, but any interruption or absence of a kind mentioned in **clauses 50.3.4(f) to 50.3.4(j)** shall not be counted as part of the period of service unless it is so authorised in writing by the employer.

50.3.6 The onus of proving a sufficient aggregate of service to support a claim for any long service leave entitlement shall always rest upon the employee concerned. A certificate in the following form shall constitute acceptable proof:

CERTIFICATE OF SERVICE	
[Name of Institution] (date)	
This is to certify that [Name of Employee] has been employed by this institution/society/board for a period of [years/months/etc. from (date) to [date].	
Specify hereunder full details of paid or unpaid leave or absences including periods represented by payment made in lieu or leave on termination.	
.....	
.....	

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

.....
.....

Signed..... [Stamp of Institution]

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

50.4. Payment in lieu of long service leave on the death of an employee

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

50.5. Payment for period of leave

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

- (a) in full in advance when the employee commences their leave; or
- (b) at the same time as payment would have been made if the employee had remained on duty; in which case payment shall, if the employee in writing so requires, be made by cheque posted to a specified address; or
- (c) in any other way agreed between the employer and the employee.

50.5.2 Where the employment of an employee is for any reason terminated before they take any long service leave to which they are entitled, or where any long service leave accrues to an employee pursuant to clause 50.1.2, the employee shall subject to the provisions of clause 50.5.3 be entitled to pay in respect of such leave as at the date of termination employment.

50.5.3 Where any long service leave accrues to an employee pursuant to clause 50.1.2 the employee shall be entitled to pay in respect of such leave as at the date of termination of employment.

50.5.4 Provided in the case of an employee of an Institution or Statutory Body who accrues entitlement pursuant to clause 50.1.2 and who intends to be re-employed by another Institution or Statutory Body:

- (a) such an employee may in writing request payment in respect of such leave to be deferred until after the expiry of the employee's allowable period of absence from employment provided in clause 50.3.4(g); and
- (b) except where the employee gives the employer notice in writing that the employee has been employed by another Institution or Statutory Body, the employer shall make payment in respect of such leave at the expiry of the employee's allowable period of absence from employment; and

- (c) where the employee gives the employer notice in writing that the employee has been employed by another Institution or statutory Body the employer is no longer required to make payment to the employee in respect of such leave.

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

50.6. Taking of leave

50.6.1 When an employee becomes entitled to long service leave such leave shall be granted by the employer within six months from the date of the entitlement, but the taking of such leave may be postponed to such date as is mutually agreed, or in default of agreement as is determined by Fair Work Australia; provided that no such determination shall require such leave to commence before the expiry of six months from the date of such determination.

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

50.6.3 if the employer and an employee so agree:

- (a) the first six months long service leave to which an employee becomes entitled under this Agreement may be taken in two or three separate periods; and
- (b) any subsequent period of long service leave to which the employee becomes entitled may be taken in two separate periods, but save as aforesaid long service leave shall be taken in one period.

50.6.4 An employee may, subject to approval by the employer convert their long service leave entitlement in one of the following ways:

- (a) take a period of leave equal to double the period of leave accrued at half the base rate of pay and experience payment (if applicable) but exclusive of allowances, shift loadings, penalties and overtime for the period of approved leave; or
- (b) take a period of leave equal to half of the leave accrued at double the base and experience payment (if applicable) but exclusive of allowances, shift loadings, penalties and overtime rate of pay for the period of approved leave.

50.6.5 Where an employee makes a request under clause 50.6.4, approval shall not be unreasonably withheld by the employer.

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

50.6.7 Where the employment of an employee who has taken long service leave in advance is subsequently terminated for serious and wilful misconduct before entitlement to long service leave has accrued, the employer may, from whatever remuneration is payable to the employee upon termination, deduct and withhold an amount equivalent to the amount paid to the employee in respect of the leave in advance.

51. PRE-NATAL LEAVE

- 51.1. Where an employee is required to attend pre-natal appointments, or where parenting classes are only available or can only be attended during the employee's ordinary hours, the employee shall be entitled to utilise their carer's leave for such purposes on production of satisfactory evidence of their attendance.

52. PARENTAL LEAVE

- 52.1. Subject to the terms of this clause employees are entitled to paid and unpaid maternity, paternity/partner and adoption leave and to work part-time in connection with the birth or adoption of a child.

- 52.2. The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees,

- 52.3. An eligible casual employee means a casual employee:

52.3.1 employed by an employer on a regular and systematic basis for a sequence of periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and

52.3.2 who has a reasonable expectation of ongoing employment, but for the pregnancy or the decision to adopt.

- 52.4. For the purposes of this clause, continuous service is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

- 52.5. An employer must not fail to re-engage a casual employee because:

52.5.1 the employee or employee's spouse is pregnant; or

52.5.2 the employee is or has been immediately absent on parental leave.

- 52.6. The rights of an employer in relation to engagement and re- engagement of casual employees are not affected, other than in accordance with this clause.

52.7. Definitions

52.7.1 For the purpose of this clause child means a child of the employee under school age except for adoption of an eligible child where 'eligible child' means a person under the age of 16 years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

52.7.2 For the purposes of this clause, spouse includes a de facto spouse, former spouse or former de facto spouse. The employee's "de facto spouse" means a person who lives with the employee as husband, wife or same sex partner on a bona fide domestic basis, although not legally married to the employee.

52.8. Basic entitlement

52.8.1 Employees who have or will have completed at least twelve months continuous service are entitled to a combined total of 52 weeks paid and unpaid parental leave on a shared basis in relation to the birth or adoption of

their child.

- 52.8.2 Previous service within the public health sector is to be included when determining the qualifying service requirement for the paid components of leave, for employees with less than 12 months service with an employer.
- 52.8.3 An employee who does not satisfy the qualifying service requirement for the paid components of leave, or an employee who is an eligible casual employee, shall be entitled to leave without pay for a period not exceeding 52 weeks.
- 52.8.4 Eligible employees shall be entitled to parental leave in accordance with the following table:

Type of Leave	Paid Leave	Unpaid Leave	Combined Total
Maternity Leave	12 weeks*	40 weeks* if primary caregiver	52 weeks
Paternity/Partner	1 week	51 weeks if primary caregiver	52 weeks
Adoption Leave - primary caregiver	8 weeks*	44 weeks	52 weeks
Adoption Leave - secondary caregiver	1 week	2 weeks	3 weeks

**see special arrangements at clause 52.8.5 below.*

52.8.5 An employee who is entitled to paid maternity leave or adoption (primary caregiver) leave shall be entitled to take that leave at half pay for twice the period, provided that the combined total period of parental leave does not exceed the amounts set out in clauses 52.8.4 above.

52.9. Employee couple - concurrent leave

- 52.9.1 Partners employed by the same employer shall be afforded the opportunity to access contemporaneous paid and unpaid parental leave. Both parents may simultaneously take:
- (a) in the case of paternity/partner leave an employee shall be entitled to a total of 5 days paid leave (which need not be taken consecutively) and up to 41 weeks unpaid leave in connection with the birth of a child for whom the employee has accepted responsibility which may be commenced 1 week prior to the expected date of birth; and
 - (b) in the case of short adoption leave for the secondary caregiver 1 week's paid leave and up to 2 weeks' unpaid leave which may be commenced at the time of placement.
- 52.9.2 Subject to clause 52.14.1(a), the total concurrent leave must be for a period of 3 weeks or less. Where the employer agrees the employee may start concurrent leave earlier or end concurrent leave later than provided for in clause 52.9.1.
- 52.9.3 Notwithstanding **clause 52.9.1(b)** above, an employee entitled to parental

leave pursuant to this **clause 52** may request that the employer allow them to extend the period of concurrent paid and unpaid parental leave up to a maximum 8 weeks.

- 52.9.4 The employer shall consider a request made under **clause 52.9.3** having regard to an employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the *effect* on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 52.9.5 The employee's request and the employer's decision made under **clauses 52.9.2** and **52.9.3** must be recorded in writing.

52.10. **Maternity leave**

- 52.10.1 An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
- (a) of the expected date of confinement (the employer may require the employee to provide evidence that would satisfy a reasonable person or a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks; and
 - (b) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.
- 52.10.2 When the employee gives notice under **clause 52.10.1(a)** the employee must also provide a statutory declaration stating particulars of any period of paternity/partner leave sought or taken by the spouse and that for the period of maternity leave the employee will not engage in any conduct inconsistent with their contract of employment.
- 52.10.3 An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- 52.10.4 Subject to **clause 52.8** and unless agreed otherwise between the employer and employee, an employee may begin parental leave at any time within six weeks immediately prior to the expected date of birth.
- 52.10.5 Where an employee continues to work within the six week period immediately prior to the expected date of birth of the child or is on paid leave under clause 52.19.2 an employer may require the employee to provide a certificate from a registered medical practitioner that the employee is fit for work in their present position. The employer may require the employee to start maternity leave if the employee:
- (a) does not give the employer the requested certificate within 7 days after the request; or
 - (b) within 7 days after the request for the certificate, gives the employer the medical certificate stating that the employee is unfit to work.
- 52.10.6 Where leave is granted under clause 52.10.4 during the period of leave, an employee may return to work at any time as agreed between the employer and the employee, provided that time does not exceed four weeks from the recommencement date desired by the employee.

52.11. Personal illness leave and special maternity leave

- 52.11.1 Where the pregnancy of an employee, not then on maternity leave, terminates other than by the birth of a living child, the employee must as soon as practicable give notice to the employer of the taking of leave advising the employer of the period, or expected period, of the leave (the employer may require the employee to provide evidence that would satisfy a reasonable person that the leave is taken for a reason below or a certificate from a registered medical practitioner) in accordance with the following:
- (a) where the pregnancy terminates during the first 20 weeks, during the notified period/s the employee is entitled to access any paid and/or unpaid personal illness leave entitlements in accordance with the relevant personal leave provisions.
 - (b) where the pregnancy terminates after the completion of 20 weeks, during the notified period/s the employee is entitled to paid special maternity leave not exceeding the amount of paid maternity leave available under clause 52.8, and thereafter, to unpaid special maternity leave.
- 52.11.2 Where an employee not then on maternity leave is suffering from an illness whether related or not to pregnancy an employee may take any paid personal illness leave to which they are entitled and/or unpaid personal illness leave in accordance with the relevant personal illness leave provisions.

52.12. Paternity/partner leave

- 52.12.1 An employee will provide to the employer at least ten weeks prior to each proposed period of paternity/partner leave, with:
- (a) evidence (the employer may require the employee to provide evidence that would satisfy a reasonable person or a certificate from a registered medical practitioner) which names their spouse and states that they are pregnant and the expected dated of confinement or states the date on which the birth took place; and
 - (b) written notification of the dates on which the employee proposes to start and finish the period of paternity leave; and
 - (c) a statutory declaration stating:
 - (I) except in relation to leave taken simultaneously with the child's mother under clause 52.9.1 or 52.14.1(a) that the employee will take the period of paternity/partner leave to become the primary caregiver of a child;
 - (II) particulars of any period of maternity leave sought or taken by their spouse; and
 - (III) that for the period of paternity/partner leave the employee will not engage in any conduct inconsistent with their contract of employment.
- 52.12.2 The employee will not be in breach of clause 52.12.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the birthing parent of the child, or other compelling circumstances.

52.13. Adoption leave

- 52.13.1 The employee shall be required to provide the employer with written notice of their intention to apply for adoption leave as soon as is reasonably practicable after receiving a placement approval notice from an adoption agency or other appropriate body.
- 52.13.2 The employee must give written notice of the day when the placement with the employee is expected to start as soon as possible after receiving a placement notice indicating the expected placement day.
- 52.13.3 The employee must give the following written notice of the first and last days of any period of adoption leave they intend to apply for because of the placement:
- (a) Where a placement notice is received within the period of 8 weeks after receiving the placement approval notice - before the end of that 8 week period; or
 - (b) Where a placement notice is received after the end of the period of 8 weeks after receiving the placement approval notice - as soon as reasonably practicable after receiving the placement notice,
- 52.13.4 Generally the employee must apply for leave to the employer at least ten weeks before the date when long adoption leave begins and the period of leave to be taken or 14 days in advance for short adoption leave. An employee may commence adoption leave before providing such notice where, through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- 52.13.5 Before commencing adoption leave, an employee will provide the employer with a statement from an adoption agency of the day when the placement is expected to start and a statutory declaration stating:
- (a) that the child is an eligible child, whether the employee is taking short or long adoption leave or both and the particulars of any other authorised leave to be taken because of the placement.
 - (b) except in relation to leave taken simultaneously with the child's other adoptive parent under **clause 52.9.1** or **52.14.1(a)** that the employee is seeking adoption leave to become the primary caregiver of the child;
 - (c) particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - (d) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- 52.13.6 An employee must provide the employer with confirmation from the adoption agency of the start of the placement.
- 52.13.7 Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately. The employer will then nominate a time, not exceeding four weeks from receipt of notification, for the employee's return to work.
- 52.13.8 An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death

of a spouse, or other compelling circumstances.

- 52.13.9 An employee seeking to adopt a child is, on the production of satisfactory evidence if required, entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations necessary to the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee the employer may require the employee to take such leave instead.

52.14. **Right to request**

- 52.14.1 An employee entitled to parental leave pursuant to the provisions of **clause 52.8** may request the employer to allow the employee:

- (a) to extend the period of simultaneous unpaid parental leave provided for in **clause 52.9.1** up to a maximum of eight weeks;
- (b) to extend the period of unpaid parental leave provided for in clause 52.8 by a further continuous period of leave not exceeding 12 months;
- (c) to return from a period of parental leave on a part-time basis until the child reaches school age;

in order to assist the employee in reconciling work and parental responsibilities.

- 52.14.2 The employer shall consider the request having regard to the employee's circumstances and provided the request is genuinely based on the employee's parental responsibilities may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

52.15. **Employee's request and employer's decision to be in writing**

- 52.15.1 The employee's request and the employer's decision made under **clauses 52,14.1(b)** and **52.14.1(c)** must be in writing. The employer's response, including details of the reasons For any refusal, must be given as soon as practicable, and no later than 21 days after the request is made.

52.16. **Request to return to work part time**

- 52.16.1 A request under clause 52,14.1(c) must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

52.17. **Variation of period of parental leave**

- 52.17.1 Unless agreed otherwise between the employer and employee, where an employee takes leave under clauses 52.8,1 and 52.14.1(b), an employee may apply to their employer to change the period of parental leave on one occasion. Any such change must be notified in writing at least two weeks prior to the start of the changed arrangements.

52.18. **Parental leave and other entitlements**

- 52.18.1 An employee may in lieu of or in conjunction with parental leave access any annual leave or long service leave entitlements which they have accrued

subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 52.14.

- 52.18.2 Where a public holiday occurs during a period of paid parental leave the public holiday is not to be regarded as part of the paid parental leave and the employer will grant the employee a day off in lieu to be taken by the employee immediately following the period of paid parental leave.

52.19. Transfer to a safe job

- 52.19.1 Where an employee is pregnant and provides evidence that would satisfy a reasonable person that they are fit for work but it is inadvisable for them to continue in their present position during a stated period because of illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee, the employee will, if the employer deems it practicable, be transferred to a safe job with no other change to the employee's terms and conditions of employment until the commencement of maternity leave. The employer may require the evidence referred to above to be a medical certificate.

- 52.19.2 if the employer does not think it reasonably practicable to transfer the employee to a safe job, the employee may take paid no safe job leave, or the employer may require the employee to take paid no safe job leave immediately for a period which ends at the earliest of either:

- (a) when the employee is certified unfit to work during the six week period before the expected date of birth by a registered medical practitioner, or
- (b) when the employee's pregnancy results in the birth of a living child or when the employee's pregnancy ends otherwise than with the birth of a living child.

- 52.19.3 The entitlement to no safe job leave is in addition to any other leave entitlement the employee has.

52.20. Returning to work after a period of parental leave

- 52.20.1 An employee will notify their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

- 52.20.2 Subject to clause 52.20.3 below, an employee will be entitled to the position which they held immediately before proceeding on parental leave. in the case of an employee transferred to a safe job pursuant to 52.19 the employee will be entitled to return to the position they held immediately before such transfer.

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

52.21. Replacement employees

- 52.21.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred as a result of an employee proceeding on parental leave.

- 52.21.2 Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights

of the employee who is being replaced.

52.22. Consultation and communication during parental leave

52.22.1 Where an employee is on parental leave and a definite decision has been made that will have a significant effect on the status, pay or location of the employee's pre-parental leave position, the employer shall take reasonable steps to:

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

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

52.22.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with **clause 52.22.1**.

52.23. Continuous Service

52.23.1 All authorised leave taken under this **clause 52** shall be counted as part of the employee's period of continuous service for the purposes of long service leave.

52.24. Post-natal facilities

52.24.1 Each employer is to provide private and comfortable areas at each campus for employees who are breastfeeding to enable them to express or feed children while at work.

53. COMMUNITY SERVICE LEAVE

53.1. An employee who is engaged in an eligible community service activity is entitled to be absent from work for the period of time that they are engaged in the activity, reasonable travelling time associated with the activity and rest time following the activity, provided that the employee's absence (unless the activity is jury service) is reasonable in all the circumstances.

53.2. An eligible community service activity includes:

- 53.2.1 jury service required by or under law; or
- 53.2.2 a voluntary emergency management activity; or
- 53.2.3 an activity prescribed by regulations as an eligible community service activity for the purposes of the *Fair Work Act 2009*,

53.3. An employee engages in *voluntary emergency management* activity if, and only if:

- 53.3.1 the employee engages in an activity that involves dealing with an emergency or natural disaster; and
- 53.3.2 the employee engages in the activity on a voluntary basis; and
- 53.3.3 the employee is a member of, or has a member-like association with, a recognised emergency management body (i.e. CFA, SES, St John Ambulance, Red Cross etc.); and
- 53.3.4 either:
 - (a) the employee was requested by or on behalf of the body to engage in the activity; or
 - (b) 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.
- 53.4. Notice and evidence requirements
 - 53.4.1 Employees seeking to take Community Service Leave must provide notice to the employer as soon as practicable (which may be after the absence has started) and must advise the employer of the period, or expected period, of the absence.
 - 53.4.2 If requested, the employee shall be required to produce evidence of their engagement in eligible community service activity, to the satisfaction of the employer.
 - 53.4.3 An employee's absence from the workplace is only covered by the provisions of this clause 53 if they satisfy the notice and evidence requirements set out above.
- 53.5. The employer may refuse time release, except for jury service, where the employee's absence will adversely impact the capacity of the health service to maintain services.
- 53.6. Jury Service
 - 53.6.1 Subject to clause 53.6.2 below, the employer is required to pay an employee (other than a casual) who is required to attend for jury service at their base rate of pay plus payment for penalties, allowances, or loadings the employee would reasonably expect to have earned during that period, for the ordinary hours of work in the period.
 - 53.6.2 The employer may require the employee to produce satisfactory evidence:
 - (a) that they have taken all necessary steps to obtain any amount of jury service pay to which they are entitled; and
 - (b) of the total amount of jury service pay that has been paid, or is payable, to the employee for the period of jury service.
 - 53.6.3 An employee shall only be entitled to payment for jury service under clause 53.6.1 where they have satisfied the evidence requirements of clause 53.6.2.
 - 53.6.4 The amount payable to an employee under clause 53.6.1 is reduced by the amount of jury service pay received by the employee, as disclosed to the employer in accordance with clause 53.6.2.
 - 53.6.5 If an employee is absent because of jury service in relation to a particular

summons for a period, or a number of periods, of more than 10 days in total:

- (a) the employer is only required to pay the employee for the first 10 days of absence; and
- (b) the employee is only required to provide evidence under **clause 53.6.2** in respect of the first 10 days of absence.

54. BLOOD DONORS LEAVE

- 54.1. The employer will release staff upon request to donate blood when a collection unit is on site or by arrangement with the manager of the department.

55. CULTURAL AND CEREMONIAL LEAVE

- 55.1. The employer may approve attendance during working hours by an employee of Aboriginal or Torres Strait Islander descent at any Aboriginal community meetings, except the Annual general Meetings of Aboriginal community organisations at which the election of office bearers will occur.
- 55.2. The employer may grant an employee of Aboriginal or Torres Strait Islander descent accrued annual or other leave to attend the Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur.
- 55.3. Ceremonial leave without pay may be granted to an employee of Aboriginal or Torres Strait Islander descent for ceremonial purposes:
 - 55.3.1 connected with the death of a member of the immediate family or extended family (provided that no employee shall have an existing entitlement reduced as a result of this clause);or
 - 55.3.2 for other ceremonial obligations under Aboriginal or Torres Strait Islander law.
- 55.4. Ceremonial leave granted under this clause is in addition to compassionate leave granted under any other provision of this Agreement.

PART 7- DISCIPLINARY PROCEDURE

56. DISCIPLINARY PROCEDURE

- 56.1. Where disciplinary action is necessary, the management representative shall notify the employee of the reason. The first warning shall be verbal and will be recorded on the employee's personal file. A local union or other representative shall be present if desired by either party.
- 56.2. Where further disciplinary action is necessary the matter will be discussed with the employee and a second warning in writing will be given to the employee and recorded on the employee's personal file. The local union or other representative shall be present if desired by either party.
- 56.3. Where further disciplinary action is necessary the employee will be seen again by management. A final warning may be given. if a final warning is to be given then it shall be issued in writing and if required by either party, a copy sent to the relevant union. The employee has the right to union or other representation.

- 56.4. The Employer may give an employee a first and final warning (in writing) for misconduct which does not warrant dismissal but the circumstances are such that the giving of a first warning (verbal) and/or a second warning (written) would not be appropriate.
- 56.5. Where further disciplinary action is necessary then the employee may be terminated. No dismissals are to take place without the authority of senior management.
- 56.6. Summary dismissal of an employee may still occur for acts of serious and wilful misconduct.

PART 8- UNION FACILITATION

57. DISPUTE SETTLEMENT AND OH&S TRAINING LEAVE

- 57.1. An employee who has been nominated by the HWU to attend training courses or seminars may be granted Dispute Settlement and OH&S Training leave on full pay for up to five (5) days in any one calendar year, subject to the employer being satisfied that:
 - 57.1.1 the course of training is likely to contribute to a better understanding of industrial relations; or
 - 57.1.2 in the case of a duly elected HSR nominated to attend an occupational health and safety course, is likely to assist the employee to discharge their functions as a health and safety representative; and
 - 57.1.3 provided that the granting of leave will not unduly affect the operations of the employer.
- 57.2. Leave on full pay in excess of five (5) days and up to 10 days may be granted in any one calendar year subject to the total leave in that year and the subsequent year not exceeding 10 days.
- 57.3. This leave shall be deemed to be service and shall not adversely affect employment for any purpose.
- 57.4. The employer shall not alter the position of the employee to the detriment of the employee by reason only that the employee is attending an HWU education or training course.
- 57.5. Such leave shall be granted under the following conditions:
 - 57.5.1 that all applications for such leave shall be accompanied by a statement from the HWU indicating that it has nominated the person concerned for the course, or supports the application and written evidence that the course has been approved/endorsed by the ACTU Education and Campaign Centre;
 - 57.5.2 that leave of absence granted under this provision shall be with full pay, being the Agreement rate of pay for normal rostered hours plus experience payments and allowances which are ordinarily paid, out excluding overtime;
 - 57.5.3 that expenses associated with attendance at the training course or seminar such as fares, accommodation and meal costs are not the responsibility of the employer;
 - 57.5.4 leave of absence granted under this provision shall include any necessary travelling time in normal hours immediately before or after the course; and
 - 57.5.5 that a minimum of two (2.) weeks' notice shall be provided to the employer.

58. ACCESS TO NEW EMPLOYEES

- 58.1. For the purposes of facilitating the orientation of new employees and in particular to familiarise such employees with the operation of this Agreement, Spotless will take all steps necessary to ensure that its new employees attend any orientation/induction programs involving an employee representative at the applicable site.

59. ACCESS TO EMPLOYEES AND FACILITIES

- 59.1. All Union officials, delegates and Occupational Health and Safety Representatives shall be provided with reasonable access to telephones for the purpose of union business and a notice board.
- 59.2. Nominated HWU delegates shall have reasonable time release from duty to attend to matters relating to industrial, occupational health and safety or other relevant matters such as attending local consultative committee meetings subject to operational considerations. Such release shall not be unreasonably withheld by Spotless.
- 59.3. Where management requires HWU representatives to attend management meetings outside of paid time they will be paid to attend.
- 59.4. if the HWU or any representative is found to be misusing the facilities, as determined by Spotless, Spotless may revoke access to any or all of the facilities to the representative with written notice.

PART 9 - ADDITIONAL CONDITIONS OF EMPLOYMENT

60. AMENITIES

- 60.1. Dressing rooms, rest rooms, bathrooms or shower rooms and lunchrooms shall be provided for non-resident employees.
- 60.2. Suitable, healthy accommodation shall be provided for resident employees.

61. ROSTERS

- 61.1. A roster of at least 14 days' duration shall be posted at least 14 days before it comes into operation at each work location in a place where it may be readily seen.
- 61.2. Rosters shall set out the employees' daily ordinary hours of work, start times, finish times and meal intervals.
- 61.3. Seven days notice shall be given of a change in roster, except in emergency situations.
- 61.4. **Change of roster**
 - 61.4.1 Where the employer requires an employee, without seven (7) days' notice and outside the expected circumstances in clause 61.3 above, to perform ordinary duty at other times than those previously rostered, the employee shall be paid in accordance with the hours worked plus a daily change of roster allowance pursuant to Schedule B.
 - 61.4.2 Provided that a part-time employee who agrees to work shift(s) in addition to those already rostered in accordance with clause 16.5 will not be entitled to

the Change of Roster allowance for the additional shift(s) worked.

- 61.5. An employee may apply in writing to the employer to have their roster fixed by the provisions of clause 61.6 below in lieu of clauses 61.1 to 61.4 above.
- 61.6. Rosters shall be fixed by mutual agreement, subject to the provisions of this Agreement.
- 61.7. An employee may repudiate a request made under clause 61.5 at any time, by giving written notice to the employer. In such a case the roster of the employee shall be determined according to clauses 61.1 to 61.4 from the commencement of the next full roster period, being not less than five (5) clear days after such repudiation is received in writing by the employer.
- 61.8. Rosters will be drawn up so as to provide at least eight (8) hours between successive periods of ordinary duty.

62. WASH-UP TIME

- 62.1. Where necessary, an employee shall be entitled to cease work ten minutes before their rostered finishing time to enable him or her to wash or to change their clothes.

63. MAKE UP TIME

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

64. SUMMER TIME (DAYLIGHT SAVINGS)

- 64.1. When summer time is introduced through legislation, and is prescribed as being in advance of the standard time, the length of any shift:
 - 64.1.1 commencing before the time prescribed pursuant to the relevant legislation for the commencement of a summer time period; and
 - 64.1.2 commencing on or before the time prescribed pursuant to the relevant legislation for the termination of a summer time period.
- 64.2. Shall be the number of hours which are the difference between the times recorded by the clock at the beginning and end of the shift.
- 64.3. The expressions standard time and summer time are defined within the *Summer Time Act 1972*, as amended or as substituted.

65. TIME AND WAGES RECORDS

- 65.1. The employer shall provide and cause to be kept time and wages records in which each employee shall enter their daily starting and finishing times.
- 65.2. Time records and wages records will be retained for a minimum of seven years.
- 65.3. Time and wages records shall be available for inspection by an accredited representative of the Health Workers Union, in accordance with the requirements of the *Fair Work Act*

2009.

66. STAFFING LEVELS

- 66.1. The parties are committed to maintaining adequate staffing levels in order to promote an appropriate working environment for staff and ensure adequate levels of patient care.

67. UNPLANNED ABSENCES/ AGENCY AND BANK STAFF

- 67.1. Each employer will endeavour to maximise the use of permanent employees.
- 67.2. The employers agree to replace staff on planned or unplanned absences where practicable, subject to operational requirements. Where additional shifts are required to replace unplanned absences, the employer will give preference to existing part-time employees to work such shifts. If this is not possible, an employer may use bank employees as an interim measure, in classifications where bank staff are available.
- 67.3. Agency staff should only be used for unexpected absences, such as sick leave, where the employer is unable to replace with either part-time or bank staff.
- 67.4. A bank employee:
- 67.4.1 is a direct employee of the employer who is engaged in relieving work or work of a casual nature and whose engagement is terminable by the employer in accordance with the employer's requirements without the requirement of prior notice by either party.
- 67.5. Where the employer intends to replace staff on planned or unplanned absences, these additional shifts will be offered to existing part-time staff in a fair and equitable manner in order to ensure that the offering of additional shifts is spread equally amongst existing part time staff.

68. DUAL PART-TIME APPOINTMENTS

- 68.1. A person engaged in two classifications on a part-time basis shall be paid at the appropriate classification rate for the actual hours worked in each classification.

69. LITERACY AND NUMERACY

- 69.1. The parties agree to establish a process to improve the literacy and numeracy skills of employees so that each person can more fully participate in those areas of the workplace that are relevant to the employee and the health service.

70. STUDY LEAVE

- 70.1. Employee will be entitled to four (4) hours paid study leave per week up to a maximum of 26 weeks per annum, where undertaking study at Australian Qualification Framework level 3 or above with an education institution or approved provider by the Employer.
- 70.2. Paid study leave may be taken as mutually agreed by, for example, 4 hours per week, 8 hours per fortnight or in blocks of 38 hours.

- 70.3. A part-time employee shall be entitled to paid study leave on a pro-rata basis.
- 70.4. An employee wishing to take study leave must apply in writing to the employer as early as possible prior to the proposed leave date. The employee's request should include:
- 70.4.1 Details of the course and institution in which the employee is enrolled, or proposes to enrol; and
 - 70.4.2 Details of the relevance of the course to the employee's employment.
- 70.5. The employer will notify the employee of whether or not their request for study leave has been approved within 7 days of the application being made:
- 70.5.1 Where the course of study is of relevance to the employee's employment, the employer shall not withhold consent.
 - 70.5.2 Where the number of staff seeking to take study leave at any one time causes operational difficulties, the employer and employee(s) concerned shall seek to reach agreement at a local level about the timeframe in which the leave is taken.
 - 70.5.3 in all circumstances, the leave will be made available to the employee(s) in the year in which application is made.
- 70.6. Paid study leave pursuant to this clause does not accumulate from year to year.

71. EXPERIENCE PAYMENTS

- 71.1. The experience payments in **Schedule B** shall be added to the base rates of pay as an all-purpose payment, paid to employees falling within the classifications at Schedule A as follows:
- 71.1.1 Where the employee's role requires a completed apprenticeship or a trade certificate, the rates specified in Part A;
 - 71.1.2 For roles held by all other employees, the rates specified in Part B.
 - 71.1.3 Experience for the purposes of this clause shall be defined as continuous service with Spotless under this agreement and its predecessors.

73. HEAT ALLOWANCE

- 73.1. Where work continues for more than two (2) hours in temperatures exceeding 45 degrees Celsius employees shall be entitled to 20 minutes rest after every two (2) hours work without loss of pay.
- 73.2. It shall be the responsibility of the employer to ascertain the temperature.
- 73.3. The heat allowances in **Schedule B** of this Agreement shall be paid to employees who were employed at their current place of work prior to 8 August 1991:
- 73.3.1 Where an employee works for more than one hour in the shade in places where the temperature is raised by artificial means and exceeds 40 degrees Celsius but does not exceed 46 degrees Celsius; or
 - 73.3.2 Where an employee works for more than one hour in the shade in places

where the temperature is raised by artificial means and exceeds 45 degrees Celsius.

74. INFECTIOUS ALLOWANCES

74.1. The infectious allowances in **Schedule B** of this Agreement shall be paid to employees who were employed at their current place of work prior to 8 August 1991, as follows:

74.1.1 The **<25% of patients suffering** allowance applies to an employee who is employed in infectious **diseases wards, or wards where less than 25% of patients are suffering from venereal diseases, cancer**, tuberculosis, typhoid or meningitis.

74.1.2 The **25% or more of patients suffering** allowance applies to an employee who is employed in infectious **diseases wards, or wards where 25% or more of the patients are suffering from any of the diseases referred to in clause 74.1.1.**

74.1.3 The **handling or dressing patients** allowance applies to an employee who is handling or dressing patients who are suffering from any of the diseases referred to in **clause 74.1.1**, or patients qualified for admission to infectious disease hospital or wards.

74.1.4 The **handling clothes, bedding, linen etc.** allowance applies to an employee who is handling clothes, bedding, linen, rubbish bins or refuse not previously disinfected and used in connection with **any patient, hospital or ward referred to in clauses 74.1.1, 74.1.2 or 74.1.3.**

74.1.5 The **handling of bodies** allowance applies to an employee who is handling the bodies of deceased patients who, at the time of their death, were suffering from any infectious disease or any of the diseases referred to in clause 74.1.1.

74.1.6 The *engaged in experiments* allowance applies to an employee who is engaged in experiments of an infectious nature, or handling microscopic slides of an infectious nature, or slides used in connection with any of the diseases referred to in clause 74.1.1.

74.2. The infectious Allowances shall be paid per day in addition to any other rates or allowance to which the employee is entitled under this Agreement, provided that the *engaged in experiments allowance* is payable on an hourly basis, with a minimum payment per day.

75. NAUSEOUS WORK ALLOWANCE

75.1. Employees shall be paid a Nauseous Work Allowance pursuant to Schedule B of this Agreement for all time during which they are engaged in handling linen of a nauseous nature, other than linen sealed in airtight containers.

75.2. The "Nauseous Work Allowance" specified in Schedule B shall also be paid to an employee in any classification for work that is of an unusually dirty or offensive nature having regard to the duty normally performed by such employee in such classification.

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

76. SENIORS ALLOWANCE

- 76.1. An employee who is appointed as a *Senior* will have their classification preceded by the word *Senior* and shall be paid an allowance of 10 per cent of the base rate payable for their classification pursuant to Schedule B.
- 76.2. Appointment to a position preceded by the word Senior will only be made where the work performed by such employee represents a net addition to the work value of the substantive role in a similar area or areas. Indicia of a new addition to work value may include:
- 76.2.1 the performance of additional duties or functions;
 - 76.2.2 the assignment of a special project; or
 - 76.2.3 an increased emphasis on the performance of core functions already undertaken by employees in the relevant classification.
- 76.3. A net addition to the work value of the substantive role of an employee would be characterised by the following;
- 76.3.1 the additional functions or duties are a regular and ongoing requirement; and
 - 76.3.2 experience in the role commensurate with this clause, coupled with on the job training where provided by the employer; and
 - 76.3.3 the necessity for additional training in a particular aspect of the role above that which is required to fulfil the role of an employee employed in a similar area(s); and
 - 76.3.4 a greater level of judgement is required from the employee, whereby they are capable of making independent decisions to a degree not generally expected of an employee employed in a similar area(s); and
 - 76.3.5 a higher degree of accountability is expected for work undertaken, such that the employee is clearly performing at a level above that of their peers employed in a similar area(s) by the employer.
- 76.4. The Seniors Allowance shall be additional to any other allowance to which the employee is entitled under this Agreement.

77. TOW MOTOR DRIVER ALLOWANCE

- 77.1. Employees, other than those classified as Driver, operating a tow motor or tow loader or similar vehicle or a fork 11ft for a minimum of two hours in any one day shall be paid a Tow Motor Driver Allowance pursuant to Schedule B of this Agreement

78. TOOL ALLOWANCE

- 78.1. Employees who are classified as chefs and cooks under Schedule A, who are not supplied with the necessary tools to perform their duties by the employer, shall be paid a Tool Allowance per week pursuant to Schedule B.
- 78.2. The Tool Allowance is compensation for the supply and maintenance of tools.

79. IN CHARGE ALLOWANCES

- 79.1. An employee shall be paid an in-charge Allowance where they are appointed or delegated to exercise control over other employees, as follows:

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

- 79.1.1 Provided that clause 79.1 does not apply to the following classifications of employee:

- (a) Chef
- (e) Second Grade Cook
- (i) Gardener Supervisor
- (j) General Service Supervisor
- (k) Food Services Supervisor

- 79.2. The percentage in-charge Allowance is calculated on the base rate payable to the employee pursuant to **Schedule B** of this Agreement.

- 79.3. The in-Charge Allowance shall be additional to any other allowance to which the employee is entitled under this Agreement.

80. TRAVELLING ALLOWANCES

- 80.1. When an employee is travelling whilst on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect of fares, meals and accommodation will be met by the employer on production of receipted accounts, or other evidence acceptable to the employer.

- 80.2. An employee shall not be entitled to reimbursement for work-related travelling expenses that exceed the mode of transport, meals or the standard of accommodation agreed for the purpose with the employer.

- 80.3. Where an employer requires an employee to use their own motor vehicle in the performance of their duties, such employee shall be paid the per kilometre vehicle allowances pursuant to **Schedule B** of this Agreement.

81. TRAINEES

- 81.1. A trainee who performs work in classifications covered by this agreement shall be employed in accordance with the Victorian Government Youth Employment Scheme (YES).

82. JUNIORS, TRAINEES AND APPRENTICES

82.1. Junior Employees (Excluding Junior Assistant Gardeners)

82.1.1 Junior employees (other than junior Assistant Gardeners) shall be paid a percentage of the appropriate rate pursuant to **Schedule B** for their classification as follows:

Years of experience	% Rate
First year of experience	70%
Second year of experience	80%
Third year of experience	90%
Fourth year of experience, or at age 19, whichever occurs first	100%

82.2. Junior Assistant Gardeners

82.2.1 Junior Assistant Gardeners shall be paid a percentage of the Assistant Gardener rate pursuant to Schedule B as follows:

Years of experience	% Rate
First year of experience	70%
Second year of experience	80%
Third year of experience	90%
Fourth year of experience	100%

82.3. Apprentice Cooks

82.3.1 Apprentice Cooks shall be paid a percentage of the "Trade Cook" rate pursuant to Schedule as follows:

Years of experience	% Rate
First year of experience	55%
Second year of experience	65%
Third year of experience	80%
Fourth year of experience	95%

SCHEDULE A -CLASSIFICATION STRUCTURE

1. SKILL LEVELS

1.1. Level 1

1.1.1 An employee at this level:

- (a) works within established routines, methods and procedures;
- (b) has minimal responsibility, accountability or discretion;
- (c) works under direct or routine supervision, either individually or in a team; and
- (d) no previous experience or training is required.

1.1.2 Indicative tasks performed at this level are:

Classification Group	Indicative Tasks Performed
Food Services	Basic Food preparation; the cooking of basic meals; cleaning or food preparation and consumption areas and cooking equipment and utensils and the serving and delivery of meals.
General Services	Cleaning; attending to a lift, car park or incinerator; basic laundry work and the sorting and packing of linen. Assisting a gardener; basic maintenance work; basic sewing; General Orderly/Porterage/Courier functions in hospitals or other health services.

1.2 Level 2

1.2.1 An employee at this level:

- (a) works within established routines, methods and procedures;
- (b) has limited responsibility, accountability or discretion;
- (c) may work under limited supervision, either individually or in a team;
- (d) possesses communication skills and
- (e) requires on-the-job training and/or specific skills training or experience.

1.2.2. Indicative tasks performed at this level are:

Classification Group	Indicative Tasks Performed
General Services	A window or other specialist cleaner; a laundry worker performing work on their own; gardening work requiring no formal qualifications; general housekeeping functions; basic stores work; sewing of a more advanced nature requiring the cutting and fitting of garments.

1.3. **Level 3**

1.3.1 An employee at this level:

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

1.3.2 Indicative tasks performed at this level are:

Classification Group	Indicative Tasks Performed
Food Services	A person responsible for the conduct of a diet kitchen; an unqualified (non-trade) cook employed as a sole cook in a kitchen or an unqualified (non-trade) cook providing specialist cooking functions.
General Services	stores work by a store person working alone; driving small vehicles (1.25 tonnes or less) within and between establishments.

1.4. **Level 4**

1.4.1 An employee at this level:

- (a) is capable of prioritising work within established policies, guidelines and procedures;
- (b) is responsible for work performed with a medium level of accountability or discretion;
- (c) works under limited supervision, either individually or in a team;
- (d) possesses sound communication and/or arithmetic skills; and
- (e) requires specific on-the-job training and/or relevant skills training or experience.

1.4.2 Indicative tasks performed at this level are:

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

1.5. **Level 5**

1.5.1 An employee at this level:

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

1.5.2 Indicative tasks performed at this level are:

Classification Group	Indicative Tasks Performed
General Services	An employee performing dedicated security functions; an employee performing transport related functions, including drivers of intermediate sized vehicles (1.25 tonnes to 3 tonnes); ambulance drivers or assistants without first aid certificates or similar relevant training.

1.6. **Level 6**

1.6.1 An employee at this level:

- (a) is capable of prioritising work and exercising discretion within established policies, guidelines and procedures;
- (b) is responsible for work performed with a medium level of accountability;
- (c) works under limited supervision, either individually or in a team;
- (d) possesses well developed communication, interpersonal and/or arithmetic skills; and
- (e) requires substantial on-the-job training, may require formal qualifications and/or relevant skills training or experience.

1.6.2 Indicative tasks performed at this level are:

Classification Group	Indicative Tasks Performed
General Services	An employee performing transport related functions, including drivers of non-articulated vehicles over three tonnes, ambulance drivers or assistants possessing first aid certificates or similar relevant training.

1.7. **Level 7**

1.7.1 An employee at this level:

- (a) is capable of prioritising work and exercising discretion within established policies, guidelines and procedures;
- (b) is responsible for work performed with a substantial level of accountability;
- (c) works either individually or in a team;
- (d) possesses well developed communication, interpersonal and/or arithmetic skills; and
- (e) requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

1.7.2 Indicative tasks performed at this level are:

Classification Group	Indicative Tasks Performed
Food Services	A Cook or Butcher with relevant qualifications.
General Services	A handyman with Trade qualifications performing general printing or related duties; a gardener with Trade qualifications performing general gardening duties; a store person who is required to regularly access computers in the course of their employment; a dedicated Security Officer required to regularly access computers in the course of her or his employment and/or has been provided with relevant training; an employee performing transport related functions, including drivers of articulated vehicles.

1.8. **Level 8**

1.8.1 An employee at this level:

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

1.8.2 Indicative tasks performed at this level are:

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

1.9. Level 9

1.9.1 An employee at this level:

- (a) is capable of functioning with a high level of autonomy, and prioritising their own work within established policies, guidelines and procedures;
- (b) is responsible for work performed with a substantial level of accountability and responsibility;
- (c) works either individually or in a team;
- (d) may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- (e) possesses administrative skills and problem solving abilities;
- (f) possesses well developed communication, interpersonal and/or arithmetic skills; and
- (g) may require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

1.9.2 Indicative tasks performed at this level are:

Classification Group	Indicative Tasks Performed
Food Services	A Cook or Chef with relevant qualifications.
General Services	A Maintenance/Handyperson, Printer or Gardener with post-trade qualification or specialization and who is required to work autonomously.

1.10. Level 10

1.10.1 An employee at this level:

- (a) is capable of functioning autonomously, and prioritising their own work within established policies, guidelines and procedures;
- (b) is responsible for work performed with a substantial level of accountability and responsibility;
- (c) works either individually or in a team;
- (d) may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- (e) possesses administrative skills and problem solving abilities;
- (f) possesses well developed communication, interpersonal and/or arithmetic skills; and

- (g) will most likely require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

1.10.2 Indicative tasks performed at this level are:

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

1.11. **Level 11**

1.11.1 An employee at this level:

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

1.11.2 Indicative tasks performed at this level are:

Classification Group	Indicative Tasks Performed
Food Services	A cook or Chef with relevant qualifications; supervision, work allocation and rostering and/or guidance of staff.
General Services	Supervision, work allocation, on-the-job training and rostering and/or guidance of staff.

2. CLASSIFICATION DEFINITIONS

FOOD SERVICES CLASSIFICATIONS:

2.1. Chef

2.1.1 Means a person employed as such in a hospital who may be required by the employer to supervise staff, give any necessary instruction in all the branches of cooking, preparation of food service staff rosters, assist in the planning of meals, assist in the pricing of meals for departmental budgets, assist in the requisitioning and purchasing of all stores and to assist where necessary in

the preparation and supervision of the plating of meals.

2.2. **Cook Employed Alone**

2.2.1 Means a person employed as a sole cook who does not hold trade qualifications.

2.3. **Diet Cook**

2.3.1 Means an unqualified cook who produces meals for specific dietary requirements and/or other specialist meals.

2.4. **Dietary Supervisor**

2.4.1 Means a person not being a qualified Dietitian but responsible for the conduct of a Diet Kitchen.

2.5. **Food and Domestic Services Assistant Grade 1**

2.5.1 Means a person employed to clean food preparation and consumption areas, cooking equipment and utensils and serve and deliver meals, load and operate dishwashers and prepare basic meals (such as sandwiches and salads).

2.5.2 this position is not required to hold any formal qualifications

2.5.3 Has less than three (3) months experience (full time equivalent) as a Food and Domestic Services Assistant (or equivalent).

2.5.4 A Grade 1 will automatically progress to Grade 2 where they have greater than three (3) months experience (full-time equivalent)

2.6. **Food and Domestic Services Assistant Grade 2**

2.6.1 Means a person employed to clean food preparation and consumption areas, cooking equipment and utensils and serve and deliver meals, load and operate dishwashers and prepare basic meals (such as sandwiches and salads).

2.6.2 this position is not required to hold any formal qualifications

2.6.3 has greater than three (3) months experience (full-time equivalent) as a Food and Domestic Services Assistant (or equivalent).

2.7. **Food Monitor**

2.7.1 An employee responsible to a catering and/or dietary department whose primary function is to liaise with patients and staff to obtain appropriate meal requirements of patients, and to tally and collate the overall results for the catering and/or dietary department.

2.7.2 Notwithstanding the provisions of **clause 42** (Higher Duties), when the above duties are incidental to other duties performed, higher duties rates shall only apply when the above duties are performed for two hours or more in any day.

2.8. **Food Services Supervisor**

2.8.1 is a person appointed as such performing work which involves the supervision of staff within the food **services stream of this award or the supervision of** staff within a food services related department or section. Such a person would be responsible for **administrative duties such as work allocation**, training,

rostering and guidance of fifteen or more staff and may assist in the recruitment of staff.

2.9. **Other Cook**

2.9.1 Means a person who does not hold qualifications, who is employed as a cook hospital where other cooks are employed.

2.10. **Pastry Cook (Other)**

2.10.1 Means an unqualified cook who specialises in producing pastry items.

2.11. **Pastry Cook (Trades)**

2.11.1 Means a trade qualified cook who specialises in producing pastry items.

2.12. **Second Cook**

2.12.1 Means a person employed as such in a hospital that assists the Chef in the discharge of their duties and whenever necessary relieves the Chef during any absence.

2.13. **Sweets Cook**

2.13.1 Means an unqualified cook who specialises in **producing sweets or desserts.**

2.14. **Trade Cook**

2.14.1 Means a cook qualified as a tradesperson under the *Industrial Training Act 1975* or holding an equivalent qualification acceptable to the employer.

GENERAL SERVICES CLASSIFICATIONS:

2.15. **Assistant Gardener**

2.15.1 Means a person engaged to assist a gardener in the pruning or trimming of plants or trees; or in budding, propagating, planting or plotting; or like garden related functions.

2.16. **Car Park Attendant**

2.16.1 Means a person employed to attend to the operation of a car park.

2.18. **Gardener (Non Trade)**

2.18.1 Means an employee engaged in the pruning or trimming of plants or trees; or in budding, propagating, planting or plotting; or like garden related functions.

2.19. **Gardener Superintendent**

2.19.1 Means a *Gardener Trade* who is responsible for the supervision, work allocation, on the job training, rostering and/or guidance of gardening staff.

2.20. **Gardener Trade**

2.20.1 Means a tradesperson gardener who has satisfactorily completed the

approved apprenticeship course in gardening or who has been issued with an approved trade certificate.

2.21. General Clerk

2.21.1 Means clerical employees where their employment may or may not include computer related duties.

2.22. General Services Supervisor

2.22.1 Is a person appointed as such performing work which involves the supervision of staff within the general services stream of this award or the supervision of staff within a general services related department or section or the supervision of Patient Services Assistants. Such a person would be responsible for administrative duties such as work allocation, training, rostering and guidance of fifteen or more staff and may assist in the recruitment of staff.

2.25. Orderly/Cleaner Grade 1

2.25.1 Means a person employed to perform basic cleaning and orderly/porterage/courier functions in hospitals or other health services.

2.25.2 Has less than three (3) months experience (full-time equivalent) as a Cleaner/Orderly (or equivalent)

2.26. Orderly/Cleaner Grade 2

2.26.1 Means a person employed to perform basic cleaning and orderly/porterage/courier functions in hospitals or other health services.

2.26.2 Has greater than three (3) months experience (full-time equivalent) as a Cleaner/Orderly (or equivalent)

2.27. Security Officer Grade 1

2.27.1 Means an employee performing a dedicated security function involving the security of patients, staff or the facilities.

2.28. Security Officer Grade 2

2.28.1 An employee as per Security Officer Grade 1 who is required to regularly access computers in the course of their employment and/or has been provided with relevant training.

2.29. Store person Advanced

2.29.1 is a person employed as a store person or store person alone who is required to regularly access computers in the course of their employment.

2.30. Driver

2.30.1 a person who is employed for the primary purposes of operating a vehicle for the purpose of delivery and or collection of goods and materials between locations. May also be required to load/unload goods to/from the vehicle.

2.31. Ward Attendant

2.31.1 A person employed to assist with the movement of materials and food distribution, food safety compliance and daily decanting of supplies, between

wards and movement of ward related equipment, off an Automated Guided Vehicle (AGV) within a Ward.

3. PATIENT SERVICES ASSISTANTS

- 3.1. A Patient Services Assistant (PSA) is a multi-skilled employee, the majority of whose work is ward based in an acute setting or community health centre. The work of PSAs involves the performance of duties across three or more functional areas of patient support services. PSAs are generally ward based. PSAs will be encouraged to undertake training, which may include further training to enable them to obtain the certificate of equivalent for career development.
- 3.2. Notwithstanding **clause 3.1** above, PSAs are not precluded from undertaking non-ward functions and duties. Employees whose jobs involve casual or irregular ward based duties, or where their presence on a ward is a minor aspect of their role, are not performing PSA work.
- 3.3. The functional areas covered by PSAs are as follows:

Functions	Duties
Cleaning and Housekeeping	Ward areas (including toilets, showers, bathrooms, lockers, shelving and infectious rooms etc.) Handle patient laundry (including washing and drying of patient laundry) General/administrative areas (including office cafeteria, stairs and lifts etc.) Terminal/discharge bed (re-)making (i.e. Carbolising) Equipment and instruments Damp and high dusting Vacuuming Mopping and buffing of floors Spot cleaning Rubbish removal Linen removal
Food and Beverage	Serving of meals to patients Food transportation to and from the Ward Basic food monitoring (e.g. Checking that food matches the order) Replenish refrigerator and pantry supplies
Transport and Couriering	Transporting patients between wards, departments and theatres Transporting equipment between wards, departments and theatres Couriering x-rays, specimens and patient records Movement of deceased patients to the mortuary
Ward Support	Checking of oxygen cylinders Filling, distributing and collecting of water jugs and glasses Delivery and maintenance of flowers Replenish consumables to normal stock levels Restocking of ward trolleys or cubicles Under direction, and with appropriate training, to assist in patient restraint. This may include code blue and other emergencies as part of a hospital

Functions

Duties

response team
Message taking

Patient Support

Assist in the lifting and turning of patients (including and out of wheel chairs and trolleys)
Assist in lifting and positioning of patients in bed, including by machinery
Assist with patient facial shaves and pre-operative shaves
Assist in the transportation of ambulance patients

- 3.4. For the purposes of this definition, ward based work includes employees providing patient support services in areas such as outpatient, x-ray, catheter laboratory, nuclear medicine, dialysis and other areas providing patient support services consistent with the functions and duties described in clause 3.3 above.
- 3.5. The functions listed in clause 3.3 above are intended to be comprehensive. The listed duties are intended to be indicative, not comprehensive.
- 3.6. in determining the number of functions to be completed by a PSA, it will not be necessary for a PSA to perform any particular number of duties identified as falling within each functional area.
- 3.7. in considering the duties that constitute a function, there must be the inclusion of sufficient duties relevant to the function such that the work in question is an integral and significant part of that function within the operations of the ward. While additional duties may be included, the inclusion of an additional duty or duties does not necessarily equate to an additional function, unless the extra duties constitute a regular part of a shift, or period of work.
- 3.8. Not all PSAs will be expected to perform all of the functions listed in clause 3,3, PSAs at the Grade 2 level will perform four or more functions, and PSAs at the Grade 1 level will perform three functions.
- 3.9. **Patient Services Assistant Grade 1**
- 3.9.1 A Patient Services Assistant at Grade 1 level:
- (a) regularly performs duties from three functional areas;
 - (b) is not required to hold a recognised PSA certificate;
 - (c) is capable of prioritising work within outlined routines, methods and procedures in three functional areas;
 - (d) is responsible for work performed with a limited level of accountability or direction;
 - (e) works under limited supervision, either individually or in a team;
 - (f) possesses sound communication skills; and
 - (g) requires specific on the job training and/or relevant skills training or experience.

3.10. Patient Services Assistant Grade 2

3.10.1 A Patient Services Assistant at Grade 2 level:

- (a) regularly performs duties from four or more functional areas;
- (b) holds a recognised PSA certificate (or equivalent) from a TAFE College, or equivalent registered training organisation. Those PSAs who did not hold a formal qualification when they were translated to the new PSA classification structure, with effect from 15 April 2003, shall be encouraged to undertake training to obtain a recognised PSA certificate (or equivalent).
- (c) requires specific on the job training and/or relevant skills training or experience;
- (d) is capable of prioritising work within established policies, guidelines and procedures across four or more functional areas;
- (e) is responsible for work performed in accordance with established policies, procedures and approaches
- (f) works under limited supervision, either individually or in a team; and
- (g) possesses good communication, interpersonal and/or arithmetic skills.

SCHEDULE B - SALARY SCHEDULE

The following rates of pay apply to employees whose employment is covered by the classifications set out in **Schedule A** of this Agreement.

			Wage Rate Payable First Full Pay Period After			
	Old Codes	New Codes	1/02/2022	1/07/2022	1/07/2023	1/07/2024
Chef	RG9	CHF	\$1,212.00	\$1,264.00	\$1,316.00	\$1,368.10
Hourly			\$31.89	\$33.26	\$34.63	\$36.00
Diet Cook	GR7	DC	\$987.00	\$1,076.60	\$1,139.60	\$1,202.70
Hourly			\$25.97	\$28.33	\$29.99	\$31.65
Ward Attendant Grade 1	HA1	WA1	\$906.20	\$911.70	\$917.20	\$922.80
Hourly			\$23.85	\$23.99	\$24.14	\$24.28
Ward Attendant Grade 2	N/A	WA2	\$955.10	\$979.70	\$1,004.30	\$1,029.00
Hourly			\$25.13	\$25.78	\$26.43	\$27.08
Food & Domestic Services Assistant Grade 1	HA1	FDA1	\$906.20	\$911.70	\$917.20	\$922.80
Hourly			\$23.85	\$23.99	\$24.14	\$24.28
Food & Domestic Services Assistant Grade 2	N/A	FDA 2	\$955.10	\$979.70	\$1,004.30	\$1,029.00
Hourly			\$25.13	\$25.78	\$26.43	\$27.08
Food Monitor	GS6	FM	\$1,020.90	\$1,081.50	\$1,142.10	\$1,202.70
Hourly			\$26.87	\$28.46	\$30.06	\$31.65
Food Services Supervisor	FS1	FSS	\$1,223.40	\$1,286.80	\$1,350.20	\$1,413.50
Hourly			\$32.19	\$33.86	\$35.53	\$37.20
Second Cook	RH5	SC	\$1,148.60	\$1,187.30	\$1,226.00	\$1,264.50
Hourly			\$30.23	\$31.24	\$32.26	\$33.28
Trade Cook	GR3	TC	\$1,075.60	\$1,147.50	\$1,212.10	\$1,264.50
Hourly			\$28.31	\$30.20	\$31.90	\$33.28
GENERAL SERVICES						
Assistant Gardener	JP9	AG	\$971.90	\$1,013.30	\$1,054.70	\$1,096.20
Hourly			\$25.58	\$26.67	\$27.76	\$28.85
Car Park Attendant Grade 1	KM1	CP1	\$906.20	\$911.70	\$917.20	\$922.80
Hourly			\$23.85	\$23.99	\$24.14	\$24.28
Car Park Attendant Grade 2	N/A	CP2	\$955.10	\$979.70	\$1,004.30	\$1,029.00
Hourly			\$25.13	\$25.78	\$26.43	\$27.08
Clerk	GE2	CL	\$1,060.10	\$1,107.60	\$1,155.10	\$1,202.70
Hourly			\$27.90	\$29.15	\$30.40	\$31.65
Gardener Superintendent	GM5	GS	\$1,223.40	\$1,286.80	\$1,350.20	\$1,413.50
Hourly			\$32.19	\$33.86	\$35.53	\$37.20
Gardener Trade	GF6	GT	\$1,101.50	\$1,190.40	\$1,279.30	\$1,368.10
Hourly			\$28.99	\$31.33	\$33.67	\$36.00
Gardener (Non-Trade)	N/A	G	\$971.90	\$1,013.30	\$1,054.70	\$1,096.20
Hourly			\$25.58	\$26.67	\$27.76	\$28.85

General Services Supervisor	GN1	GSS	\$1,223.40	\$1,286.80	\$1,350.20	\$1,413.50
Hourly			\$32.19	\$33.86	\$35.53	\$37.20
Orderly/Cleaner Grade 1	IJ1	OC1	\$906.20	\$911.70	\$917.20	\$922.80
Hourly			\$23.85	\$23.99	\$24.14	\$24.28
Orderly/Cleaner Grade 2	N/A	OC2	\$955.10	\$979.70	\$1,004.30	\$1,029.00
Hourly			\$25.13	\$25.78	\$26.43	\$27.08
Security Officer Grade 1	GF1	SO1	\$1,075.60	\$1,138.60	\$1,201.60	\$1,264.50
Hourly			\$28.31	\$29.96	\$31.62	\$33.28
Security Officer Grade 2	GK1	SO2	\$1,114.90	\$1,199.30	\$1,283.70	\$1,368.10
Hourly			\$29.34	\$31.56	\$33.78	\$36.00
Store Person	GK6	SP	\$1,060.10	\$1,107.60	\$1,155.10	\$1,202.70
Hourly			\$27.90	\$29.15	\$30.40	\$31.65
Driver		DR		\$1,076.60	\$1,139.60	\$1,202.70
Hourly				\$28.33	\$29.99	\$31.65
Patient Services Assistant Level 1	PS21	PSA1	\$987.00	\$1,023.40	\$1,059.80	\$1,096.20
Hourly			\$25.97	\$26.93	\$27.89	\$28.85
Patient Services Assistant Level 2	PS25	PSA2	\$1,030.60	\$1,080.60	\$1,130.60	\$1,165.50
Hourly			\$27.12	\$28.44	\$29.75	\$30.67

The amounts of the allowances provided for in this Agreement are set out in the table below.

ALLOWANCE	Clause reference	1-Feb-22	1-Jul-22	1-Jul-23	1-Jul-24
On-Call Allowance	37	\$44.00	\$44.88	\$45.78	\$46.69
Shift Allowances					
Morning Shift (per shift)	38.2	\$24.48	\$24.97	\$25.47	\$25.98
Afternoon Shift (per shift)	38.3	\$24.48	\$24.97	\$25.47	\$25.98
Night Shift (per shift)	38.4	\$70.99	\$72.41	\$73.86	\$75.34
Change of Shift (per change)	38.5	\$39.17	\$39.95	\$40.75	\$41.57
Meal Allowances					
After 1 hour overtime Mon-Fri	41.1	\$15.40	\$15.71	\$16.02	\$16.34
After 5 hours overtime Sat or Sun	41.1	\$15.40	\$15.71	\$16.02	\$16.34
After 4 hours overtime Mon-Fri	41.2	\$12.34	\$12.59	\$12.84	\$13.10
After 9 hours overtime Sat or Sun	41.2	\$12.34	\$12.59	\$12.84	\$13.10
Uniform Allowance					
Amount (per day)	43.2	\$2.08	\$2.12	\$2.16	\$2.21
Amount (per week)	43.2	\$10.52	\$10.73	\$10.95	\$11.16
Laundry Allowance					
Amount (per day)	43.4	\$0.51	\$0.52	\$0.53	\$0.54
Amount (per week)	43.4	\$2.48	\$2.53	\$2.58	\$2.63
Change of Roster Allowance (per change)		\$24.48	\$24.97	\$25.47	\$25.98
Experience Payments					
Part A: Completed Apprenticeship or trade certificate role					
After 1 year's experience (per hour)	71.1.1	\$0.28	\$0.28	\$0.29	\$0.30

After 2 years' experience (per hour)	71.1.1	\$0.50	\$0.51	\$0.52	\$0.53
After 3 years' experience (per hour)	71.1.1	\$0.62	\$0.64	\$0.65	\$0.66
After 4 years' experience (per hour)	71.1.1	\$0.66	\$0.67	\$0.69	\$0.70
Part B: All other roles					
After 1 year's experience (per hour)	71.1.2	\$0.20	\$0.20	\$0.20	\$0.21
After 2 years' experience (per hour)	71.1.2	\$0.39	\$0.39	\$0.40	\$0.41
After 3 years' experience (per hour)	71.1.2	\$0.62	\$0.64	\$0.65	\$0.66
After 4 years' experience (per hour)	71.1.2	\$0.66	\$0.67	\$0.69	\$0.70
Heat Allowance (for persons employed prior to 8/08/1991)					
>40 degrees but <46 degrees Celsius (per hour)	73.3.1	\$0.56	\$0.57	\$0.58	\$0.59
>45 degrees Celsius (per hour)	73.3.2	\$0.61	\$0.62	\$0.63	\$0.65
Infectious Allowance (for persons employed prior to 8/08/1991)					
<25% of patients suffering (per hour)	74.1.1	\$0.35	\$0.36	\$0.36	\$0.37
25% or more of patients suffering (per hour)	74.1.2	\$0.35	\$0.36	\$0.36	\$0.37
Handling or dressing patients (per hour)	74.1.3	\$0.12	\$0.12	\$0.12	\$0.13
Handling clothes, bedding linen etc (per hour)	74.1.4	\$0.12	\$0.12	\$0.12	\$0.13
Handling of bodies (per hour)	74.1.5	\$0.12	\$0.12	\$0.12	\$0.13
Engaged in Experiments (per hour)	74.1.6	\$0.15	\$0.15	\$0.16	\$0.16
Engaged in Experiments (per day)	74.1.6	\$0.34	\$0.35	\$0.35	\$0.36
Nauseous Work Allowance					
Amount (per hour)	75	\$0.55	\$0.56	\$0.57	\$0.58
Minimum amount (per week)	75	\$2.50	\$2.55	\$2.60	\$2.65
Tow Motor Driver Allowance (per day)	77	\$3.67	\$3.74	\$3.82	\$3.89
Tool Allowance - Chefs and Cooks (per week)	78	\$17.03	\$17.37	\$17.72	\$18.07
Travelling Allowance (Cents per Kilometre)					
Motor Vehicle	80.3	\$1.20	\$1.22	\$1.25	\$1.27

SCHEDULE C - SUPPORTED WAGE SYSTEM FOR EMPLOYEES WITH DISABILITIES

WORKERS ELIGIBLE FOR A SUPPORTED WAGE

- 1.1. This clause defines the conditions which apply to employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this Agreement. In this clause the following definitions apply:
- 1.1.1. Supported Wage System means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in *Supported Wage System: Guidelines and Assessment Process*.
 - 1.1.2. Accredited Assessor means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
 - 1.1.3. Disability Support Pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
 - 1.1.4. Assessment Instrument means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage system.

1.2 Eligibility criteria

- 1.2.1 Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.
- 1.2.2 The clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of worker's compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their current employment.
- 1.2.3 The Agreement does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or s.12A of the *Disability Services Act 1986*, or if a part only has received recognition, that part.

1.3 Supported wage rates

- 1.3.1 Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed in Schedule E of this Agreement for the class of work, which the person is performing, according to the following schedule:

Assessed Capacity	% Wage Rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%

Assessed Capacity	% Wage Rate
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60%	60%
-----	-----

70%	70%
-----	-----

80%	80%
-----	-----

90%	90%
-----	-----

1.3.2 *Where a person's assessed capacity is 10 per cent, they shall receive a high degree of assistance and support.

1.3.3 Provided that the maximum amount payable shall not be less than \$90 per week.

1.4 Assessment of capacity

1.4.1 For the purpose of establishing the percentage of the rate to be paid to an employee under this Agreement, the productive capacity of the employee will be assessed in accordance With the supported wage system and documented in an assessment Instrument by either:

- a) the employer and union party to the Agreement, in consultation with the employee or, if desired by any of these;
- b) the employer and an accredited assessor from a panel agreed by the parties to the Agreement and the employee.

1.5 Lodgement of assessment instrument

1.5.1 All assessment Instruments under the conditions of this clause, Including the appropriate percentage of the Agreement wage to be paid to the employee, shall be lodged by the employer with the Registrar of Fair Work Australia.

1.5.2 All assessment Instruments shall be agreed and signed by the parties to the assessment, provided that where the union is not a party to the assessment It shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified by the Registrar within ten (10) working days.

1.6 Review of assessment

1.6.1 The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

1.7 Other terms and conditions

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

1.8 Workplace adjustment

1.8.1 An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

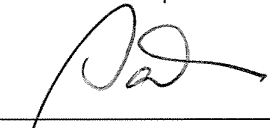
1.9 Trial period

1.9.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding twelve (12) weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

- 1.9.2 During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- 1.9.3 The minimum amount payable to the employee during the trial period shall be no less than \$84.00 per week.
- 1.9.4 Work trials should include induction or training as appropriate to the job being trialed
- 1.9.5 Where the employee and the employer wish to establish a continuing employment relationship following the completion for the trial period, a contract of employment shall be entered into assessment under clause 1.4 herein

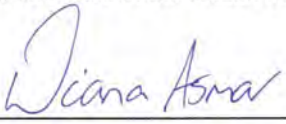
SIGNATORIES

Signed for and on behalf of Spotless Facility Services Pty Ltd

(Signature) 

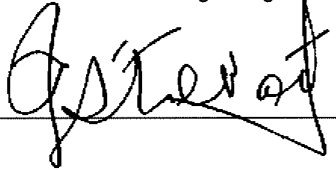
Name: Pat Burke
Address: 135 Coronation Drive
Milton Queensland 4064
Authority to sign: Head of Facilities & Asset Services

Signed for and on behalf of the Health Services Union - Victoria No. 1 Branch

(Signature) 

Name: Diana Asmar
Address: Level 5, 222 Kings Way South Melbourne VIC 3205
Authority to sign: Secretary of the Health Workers Union (HWU)

Thelma Stewart
Signed by ~~Joyce Robinson~~ as bargaining representative:

(Signature) 

Name: Thelma Stewart
Address: The Alfred, 55 Commercial Rd, Prahran, VIC, 3055
Authority to sign: Patient Services Assistant

12 April 2023

Commissioner Yilmaz
Fair Work Commission
Level 7, 11 Exhibition Street
Melbourne, VIC, 3000

By email: chambers.yilmaz.c@fwc.gov.au

Dear Commissioner Yilmaz,

Undertaking - AG2023/796 - Spotless Public Hospitals (Victoria) Enterprise Agreement 2023

I refer to the above application in relation to the *Spotless Public Hospitals (Victoria) Enterprise Agreement 2023* (the **Agreement**) and provide the following undertaking as sought by the Fair Work Commission:

General NES Precedence

This Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency

Health Professional Award – Support Services Level 1 – Casuals – Overtime / Public Holidays

Spotless provides an additional undertaking with respect to casual employees who, but for the Agreement, would be covered by the *Health Professionals and Support Services Award 2020*, on the Support Services - Level 1 classification during the initial period of 3 months of employment prior to progressing to Level 2 (**Relevant Employee**).

Accordingly, Spotless undertake to conduct a reconciliation of overtime and public holiday amounts paid to the Relevant Employee at a Grade 1 Level (either Orderly/Cleaner Grade 1 or Food and Domestic Services Assistant Grade 1). Where the Relevant Employee would have been paid, on balance, a higher amount had the Award's overtime and public holiday provisions been applied during the employment period at a Grade 1 Level, the Relevant Employee will be entitled to be paid the difference.

Yours faithfully



Jarrett Goos
Industrial Relations Manager