



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The Trustee For Lifehouse Australia Trust T/A Lifehouse Australia
(AG2019/1044)

LIFEHOUSE SPECIALISTS ENTERPRISE AGREEMENT 2019

Health and welfare services

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 16 MAY 2019

Application for approval of the Lifehouse Specialists Enterprise Agreement 2019.

[1] An application has been made for approval of an enterprise agreement known as the *Lifehouse Specialists Enterprise Agreement 2019 (Agreement)*. The application was made pursuant to s.185 of the *Fair Work Act 2009 (Act)*. It has been made by The Trustee For Lifehouse Australia Trust T/A Lifehouse Australia. The Agreement is a single enterprise agreement.

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

[3] The Australian Salaried Medical Officers' Federation 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) of the Act, I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 23 May 2019. The nominal expiry date of the Agreement is 31 January 2022.



DEPUTY PRESIDENT

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FINAL

LIFEHOUSE SPECIALISTS

ENTERPRISE AGREEMENT 2019

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1. Coverage

This Agreement will be binding on:

- 1.1 Lifehouse Australia (ABN 57 100 492 644) as the trustee for the Lifehouse Australia Trust (ABN 70 388 962 804) , 119-143 Missenden Road, Camperdown, NSW, 2050 (hereafter referred to as “Lifehouse”, or “the Employer” or “the Hospital”);
- 1.2 Subject to the requirements set out in the Act, the Australian Salaried Medical Officers’ Federation of 330 Wattle Street, Ultimo, New South Wales, 2007 (“**Federation**”); and
- 1.3 All employees of the Employer employed in classifications listed in Schedule 1.

2. Date and Period of Operation

- 2.1 This Agreement shall commence from the seventh day after approval by FWC. and shall remain in force until 31 January 2022 and thereafter in accordance with the Act.
- 2.2 The parties shall commence negotiations for a new agreement six (6) months prior to the expiry of this Agreement.

3. Definitions

- 3.1 “**Act**” means the *Fair Work Act 2009* (Cth) in force as amended or replaced from time to time.
- 3.2 “**Agreement**” means the Lifehouse Specialists Enterprise Agreement 2019.
- 3.3 “**Eligible Directly Impacted Employee**” (“**EDIE**”) for the purposes of this Agreement means an Employee:
 - a) employed by the Sydney Local Health District (“**SLHD**”), in a position identified as directly impacted by the transfer of cancer services to Lifehouse; and
 - b) who is advised in writing by the SLHD that they are so impacted prior to the transfer of services, and are offered and accept employment with Lifehouse; and
 - c) who are advised in writing by Lifehouse that their employment with Lifehouse will be subject to the EDIE transition arrangements as set out in Schedule 3.
- 3.4 “**Employer**” means Chris O’Brien Lifehouse at RPA or “Lifehouse” as defined by clause 1.1.
- 3.5 “**Employee**” means a Postgraduate Fellow, Specialist or Senior Specialist.
- 3.6 “**Entitlements**” means entitlements pursuant to this Agreement as varied from time to time.
- 3.7 “**FWC**” means the Fair Work Commission or its replacement in accordance with the Act.
- 3.8 “**Union**” means the Australian Salaried Medical Officers' Federation or ASMOF.
- 3.9 “**Hospital**” means the private hospital and day procedure centre as defined by the *Private Health Facilities Act 2007* (NSW) operated by the Employer at Missenden Road, Camperdown NSW, as well as any other health services conducted by the Employer from time to time.
- 3.10 “**Normal Duties**” means clinical, teaching, research, administrative, quality improvement or other duties and responsibilities undertaken by the Employee.

- 3.11 "**Part time arrangement**" means an agreement between an Employee and the Employer for the Employee to provide their services on a Part time employment basis pursuant to clause 10 of this Agreement.
- 3.12 "**Postgraduate Fellow**" means an Employee who has completed postgraduate medical training but who has not yet been appointed as a Specialist/Senior specialist and who occupies a position classified as Postgraduate Fellow.
- 3.13 "**Working Arrangements Agreement**" is an agreement in accordance with the provisions of clause 9 of this Agreement.
- 3.14 "**Practice**" means clinical, administrative, teaching, research, quality improvement or other duties and responsibilities undertaken by the Employee.
- 3.15 "**Salary**" means the salary set out in Schedule 1 to this Agreement applicable to the Employee's classification.
- 3.16 "**Specialist**" means a person appointed to a position of Specialist. To be qualified for appointment as a Specialist, a person must hold registration with the Medical Board of Australia and either:
- a) have been awarded a Fellowship of a recognised Australasian Specialist College; or
 - b) have previously obtained proof of recognition as a specialist by the former Specialists Recognition Advisory Committee; or
 - c) hold limited registration after having been assessed by a recognised Australasian Specialist College as having comparable qualifications and experience to a Fellow of the College, and the applicable registration standards or conditions are acceptable to the Employer after consideration by the Medical Appointments Advisory Committee of the Employer; or
 - d) does not have a qualification recognised under, 3.16a) b) or c) above, but has obtained an appropriate higher qualification in their specialty acceptable to the Employer after consideration by the Medical Appointments Advisory Committee of the Employer.
- 3.17 "**Senior Specialist**" means a person who:
- a) has been employed by the Employer on the maximum salary provided by this Agreement for a Specialist for a period of at least three (3) years (in this regard relevant service within the NSW Public Health System will be recognised); and/or
 - b) has gained such experience and attained such ability in their specialty which is acceptable to the Employer after consideration by the Medical Appointments Advisory Committee of the employer to justify appointment to the classification; and
 - c) is appointed to a position having such duties and responsibilities as are deemed by the Employer to require the services of a Senior Specialist.

4. Issue Resolution

- 4.1 All parties to a dispute must:
- a) use their best endeavours to co-operate in order to avoid grievances and disputes arising between the parties or between the Employer and individual Employees; and
 - b) abide by the procedures set out in this clause to resolve any issue which might arise; and
 - c) place emphasis on negotiating a settlement of any issue at the earliest possible stage in the process.

- 4.2 In this clause, "issue" means any question, issue, grievance, dispute or difficulty which might arise between the parties about the interpretation, application or operation of this Agreement or the National Employment Standards ("NES").
- 4.3 The following procedures will be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.
- 4.4 Any issue must be discussed in the first instance by the Employee and his or her immediate supervisor.
- 4.5 If the issue is not resolved within a reasonable time it must be referred by the Employee's immediate supervisor to the Chief Executive Officer of the Employer (or his or her nominee). Discussions at this level must take place and be concluded within a reasonable time or such extended period as may be agreed.
- 4.6 The Employer or Employee may appoint another person, organisation or association to represent them at any stage of the procedure set out herein.
- 4.7 If these procedures are exhausted without the issue being resolved, either party may seek to have the matter mediated by an agreed third party being:
- a) by way of preference, a person who is not employed as a Specialist by the Employer and who has a knowledge of Employee arrangements, including this Agreement; or
 - b) a suitably qualified mediator.
- 4.8 If the matter remains unresolved, either party may then refer the matter in accordance with the provisions of the Act to FWC for resolution by conciliation, or where conciliation does not resolve the dispute by arbitration
- 4.9 The parties agree that normal work will continue and there will be no stoppages of work or any other bans or limitations on the performance of work while these procedures are being followed. Unless agreed otherwise by the parties, the status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose, "status quo" means the work procedures and practice in place:
- a) immediately before the issue arose; or
 - b) immediately before any change was made to those procedures or practices which caused the issue to arise.
- 4.10 The Employer must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.
- 4.11 Throughout all stages of these procedures adequate records must be kept of all discussions.

5. Normal Duties

General

- 5.1 Normal Duties for a full-time Employee will be not less than an average of 38 hours per week.
- 5.2 The Normal Duties hours set out in clause 5.1 may be averaged over:
- a) 10 sessions per week over five days per week;
 - b) four days per week; or

- c) a longer roster period as agreed between the Employee and the Employer, and specified in the Employee's individual Working Arrangements Agreement.
- 5.3 Normal Duties will be worked within the span of hours of 7:00am to 6:00pm Monday to Friday inclusive.
- 5.4 By agreement between the Employer and an Employee, Normal Duties may be rostered on Saturdays, Sundays and/or over an extended span of hours of 7:00am to 9:00pm.
- 5.5 Employees will be available for reasonable additional hours, on call and recall duties outside of the Normal Duties arrangements herein.

Normal Duties Roster Changes

- 5.6 When developing rosters for Normal Duties in accordance with the provisions of this clause, the Employer will ensure that:
- a) Employees are consulted and regard is to be given to any family, carer or other personal and professional concerns and responsibilities identified by the individual Employee to ensure, where practicable, that they are not adversely affected and that alternative arrangements can be made if possible (e.g. change of child care or outside practice arrangements); and
 - b) the principal outcome of changes to rosters is to maximise the effective delivery of clinical services by ensuring that Employees are rostered to work Normal Duties at times and at places that most effectively meet the service delivery needs and operational requirements; and
 - c) rosters identify the general nature of the work to be performed on each shift (clinical/direct patient care, administrative, teaching, research or quality improvement) and the facility at which the shift is to be worked.
- 5.7 On call rosters and responsibilities should align with Normal Duties roster days wherever practicable.
- 5.8 Wherever practicable, the usual pattern of Normal Duties will be consistent from one roster period to the next.
- 5.9 Wherever possible, the following notice periods will apply to changes to the Normal Duties roster:
- a) three (3) months' notice of an ongoing change; or
 - b) one (1) month's notice of short-term change (eg. to cover a planned absence or one-off event).
- 5.10 These provisions do not prevent the Employer from varying the roster of Normal Duties at short notice in an emergency, in response to an unplanned event or to cover an unplanned absence.
- 5.11 Shifts are to be shared equally amongst Employees unless otherwise agreed.

6. Salary

- 6.1 Full time Employees will be paid the Salary set out in Schedule 1 of this Agreement from the commencement of the first full pay period commencing on or after the dates set out therein.
- 6.2 An Employee will progress to the next incremental step on the anniversary date of their commencement as a Specialist, as defined by clause 3, with the Employer.
- 6.3 This clause does not preclude the Employer, at the Employer's sole discretion:
- a) initially appointing an Employee to a higher step within the Employee range; or

- b) accelerating an Employee through the steps within the Employee range irrespective of their length of service.
- 6.4 Such accelerated progression does not include the Senior Specialist rate, which can only be accessed by appointment to a Senior Specialist position, in accordance with the definition in clause 3 of this Agreement.
- 6.5 The weekly rate will be ascertained by dividing the annual Salary by 52.17857.
- 6.6 Except as provided for elsewhere in this Agreement, the Salaries set out in Schedule 1 will be full compensation for all aspects and hours of work.
- 7. Superannuation**
- 7.1 The Employer will make superannuation contributions into a complying fund in accordance with the Superannuation Guarantee (“SG”) legislation as varied from time to time.
- 7.2 An Employee may nominate one complying fund to which all Agreement and statutory superannuation contributions shall be paid, subject to Employer approval of the fund nominated by the Employee, provided that the Employer shall not unreasonably withhold agreement.
- 7.3 Where no such nomination is made before any such contributions become payable, the contributions referred to in this clause will be paid into the Employer’s default fund which is currently First State Super. First State Super is a fund that offers a My Super Product.
- 8. Salary Packaging**
- 8.1 Employees may be able to make voluntary pre-tax contributions or payments through a written salary packaging agreement between the Employer and the Employee. The Employer will pay the salary packaging amount in accordance with the salary sacrifice agreement.
- 8.2 An Employee may apply to have their ordinary time earnings reduced by an amount nominated by them as a salary packaging contribution for their benefit.
- 8.3 The total value of the reduced salary and the agreed value of the benefits provided will not be less than the amount that would otherwise be paid if the salary sacrifice/ packaging arrangement was not in place. Employees will be offered the opportunity to choose from the list of benefits, which will be paid by the Employer, through the provider of the service, instead of receiving gross salary. Gross salary is reduced by the amount of the benefits paid by the Employer. The new gross salary is then subject to PAYG tax.
- 8.4 The Employer will nominate a provider of salary packaging services to manage these arrangements. The cost of the administration of the salary packaging arrangement is to be borne by the Employee and deducted from the Employee’s account each fortnight.
- 8.5 The Employer shall meet the cost of implementing the administrative and payroll arrangements necessary for the introduction of salary packaging to Employees under this Agreement.
- 8.6 All existing entitlements such as superannuation, leave loading, penalties and overtime etc., will be based on the pre-packaged salary.
- 8.7 The parties recognise the need for Employees to consider independent financial and taxation advice and recommend that employees consider such advice prior to entering into salary packaging arrangements.
- 8.8 Employees will have access to salary packaging arrangements subject to the following provisions:

- a) Accessing a salary packaging arrangement is a voluntary decision to be made by the individual Employee.
- b) The Employee wishing to enter into a salary packaging arrangement will be required to sign a document which indicates that:
 - (i) The Employee has sought expert advice in relation to entering into such an arrangement and;
 - (ii) The Employee understands that in the event that Fringe Benefits Tax (“**FBT**”) becomes payable on the benefit items which are selected, the salary packaging arrangement shall lapse and a new arrangement be put in place whereby the total cost of salary packaging to the Employer does not increase.
- c) If the Employee elects to continue with packaging, the cost of the payment of the FBT will be passed back to the Employee, or benefit items can be converted back to the agreed salary as per this Agreement.
- d) That upon resignation or termination of employment of the Employee with the Employer, the Employer shall be, by deduction from final payments or upon demand, reimbursed any amounts of over-expenditure.

8.9 In the event that the law governing superannuation and/or taxation make the objective of this clause ineffective, unattainable or illegal, the Employer will advise the Employee concerned. The salary packaging contribution arrangement will be terminated or amended to comply with such laws.

8.10 Unless otherwise agreed by the Employer, an Employee may terminate their salary packaging contribution/payment by giving not less than one (1) month’s written notice, provided the terms of any other agreement relating to the salary packaging benefit are met.

9. Working Arrangements Agreement

9.1 Each Full time and Part time Employee will have a written annual Working Arrangements Agreement developed jointly by the Employee and their designated supervisor and signed by the Chief Executive Officer (however called) of the Employer or his or her nominee.

9.2 The Employee’s Working Arrangements Agreement will be developed and completed within one (1) month of the offer of a draft agreement.

9.3 In the event that agreement is not reached within a further two (2) weeks, the matter must be resolved in accordance with the provisions of clause 4 (Issues Resolution) of this Agreement.

9.4 The Employee and their designated supervisor will jointly review the Employee’s performance under the Working Arrangement Agreement once in each twelve (12) month period. Each review is to include an evaluation of the Employee’s level of achievement of any specified service improvement objectives which are agreed between the Employee and their supervisor.

9.5 A Working Arrangements Agreement will include, but not necessarily be limited to, the following:

- a) Details of the time and place that the Normal Duties are to be worked.
- b) The nature of work to be performed during Normal Duties, (whether that is clinical, teaching, administrative, research, quality improvement or other activities).
- c) The anticipated on call frequency and roster.
- d) Any specific call back requirements.

- e) Any agreement on the amount of time that the Employee will be released from Normal Duties eg. to undertake college and other professional association activities.
 - f) Where appropriate, any financial, activity targets or health targets.
 - g) Specific commitments and standards from the Employer for the provision of clinical support, including staff, equipment, facilities and billing.
 - h) Expectations in respect of management responsibilities, quality improvement and clinical governance activities, post graduate and undergraduate teaching activities, continuing education, research, health outcomes.
 - i) Any Part time arrangement in accordance with clause 10 of this Agreement or outside practice approvals in accordance with clause 12 of this Agreement.
- 9.6 The parties agree that clinical, research, teaching, administrative, quality improvement and managerial duties are important aspects of the Normal Duties of an Employee. The allocation of time to perform these duties will form part of the Working Arrangement Agreement process and be reviewed as part of the review process.

10. Part time Employment

- 10.1 Employees may, with the approval of the Employer, work Part time with the Employer by entering into a written Part time arrangement which may be varied from time to time by agreement between the parties.
- 10.2 The minimum period of work under a Part time arrangement is 0.1 Full time equivalent (“FTE”).
- 10.3 Part time arrangements can either be on an on-going basis or for a fixed term (with subsequent return to Full time hours for permanent Employees). The type of working arrangement must be specified in the Part time arrangement and if the arrangement is for a fixed term, then the period of time must also be specified.
- 10.4 Transfer from an on-going Part time arrangement to Full time employment, or early termination of a fixed term Part time arrangement (with consequential return to Full time employment for permanent Employees) must be by agreement between the Employee and the Employer and recorded in writing.
- 10.5 An Employee employed under a Part time arrangement pursuant to this clause will be entitled to accrue all Entitlements, including Salary, on a proportionate basis to an Employee employed on a Full time basis.
- 10.6 An Employee who works pursuant to a Part time arrangement will progress to the next incremental step every twelve (12) months from the date of the Employee’s commencement of employment with the Employer, provided the work performed by the Employee extraneous to the Part time arrangement is commensurate with the experience of a Full time Employee and is acceptable to the Employer. This subclause does not preclude accelerated progression.
- 10.7 Employees employed pursuant to a Part time arrangement must participate in the on-call roster to a reasonable extent. The on-call obligations of Part time Employees will be, wherever practicable, aligned to the Employee’s Normal Duties.
- 10.8 In determining reasonable on-call rosters for Part time Employees, consideration should be given to the level of on-call participation applicable to Full time and Part time Employees on the same on-call roster.
- 10.9 An Employee is required to provide a minimum notice period of three (3) months when requesting the Employer’s approval to reduce from Full time to Part time employment, or to reduce a fractional appointment. The Employer may consider a lesser period of notice of the request where pressing personal circumstances apply.

11. Work Location

11.1 Subject to the provisions of this clause, an Employee may be required by the Employer to work at any of the Hospitals, institutions or other health services conducted by the Employer.

11.2 Before a requirement under subclause 11.1 is made, the Employer will ensure that:

- a) the Employee is consulted in regard to the proposal to require work at another location;
- b) the duties are consistent with the Employee's area of specialty, expertise and seniority and clause 22 (Labour Flexibility) of this Agreement;
- c) the travel requirements are reasonable having regard to:
 - (i) the number of work locations;
 - (ii) the frequency of attendance at each work location;
 - (iii) the distance of those work locations from the Employee's place of residence at the time the Employee accepted their offer of appointment as an Employee; and
 - (iv) the travelling time normally involved in attending the place of work at the time of making this Agreement.
- d) while it is generally expected that Employees will not be required to provide services at more than two locations, in particular specialties, geographic circumstances or networking arrangements, Employees may be required to provide services at more than two locations;
- e) an Employee required to work at another location shall be reimbursed by the Employer for any reasonable expenses incurred including a travel allowance when using their own vehicle, and additional parking fees or road tolls paid as a consequence of working at more than one location. The travel allowance in such circumstances will be the applicable kilometre rate as specified by relevant ATO guidelines in relation to car expenses, as amended from time to time;
- f) where on call duties are rostered, the Employee is capable of returning to the workplace within a reasonable timeframe for an emergency call back (a change of the Employee's place of residence does not exempt the Employee from the on call obligations established at the time of his or her appointment or the obligations in place at the time of the making of this Agreement);
- g) wherever practicable, on-call obligations are aligned to the Employee's Normal Duties. There shall be no additional on call obligations placed upon an Employee by reason of any requirement arising from this clause. In determining on-call rosters, consideration should be given to the level of on-call participation of other Employees on the same on-call roster;
- h) the letter of appointment and/or the Working Arrangements Agreement will specify the locations where the Employee will be required to provide services. Where the Employer requires an Employee to commence work at an additional location not specified in the letter of appointment/ Working Arrangements Agreement, the Employer will give three (3) months' notice;
- i) regard is given to any family, carer or other personal responsibilities identified by the Employee so as to minimise any potential adverse impacts on those responsibilities;
- j) adequate resources are made available to the Employee at the additional work location;
- k) the next annual performance review process will be the means of determining whether non-clinical time should be changed as a result of the requirement to work at another location;
- l) reporting lines are clearly specified for each location at which the Employee is required to work;

- m) the requirement for an Employee to work at another location will not impose an unreasonable workload on the Employees remaining at the primary work location.

- 11.3 In the event that an Employee is required to work at an additional location and the Employee contends that the requirement is unreasonable and/or would have a harsh or unfair impact, the Employee may invoke the Issue Resolution clause of this Agreement.
- 11.4 These arrangements in no way proscribe the Employer's capacity to direct an Employee to temporarily work at a location other than the Employee's primary work location, or locations, where there is an emergency situation, subject to the Employer considering any personal circumstances that may be raised by the Employee.

12. Outside Practice and Other Business Activities

- 12.1 A Full time Employee must seek the Employer's approval to engage in medical practice, paid employment or other business activities otherwise than with the Employer.
- 12.2 Any such approval must be in writing, may be time limited, and must not conflict with the Employee's commitments to the Employer, including his or her obligations under the Lifehouse Code of Conduct, as varied from time to time.
- 12.3 Details of the proposed outside practice commitments, including the location, secondary employer (if any), working times, duration of work, and any on-call commitments must be included in the request for approval.
- 12.4 Part time Employees must notify the Employer of any outside practice (including services provided for a public health organisation or division of the NSW Public Health System).
- 12.5 Where the Employer has identified a conflict of interest, or a significant risk of a conflict of interest or conflict with the Employer's duty of care arising, it will consult with the Employee in regards to same. Where, following consultation, the Employee refuses to cease, or to make necessary adjustments to, his or her outside practice, the Employer may take action to resolve the conflict.
- 12.6 Subject to any commercial arrangement, an Employee is not to use any of the Employer's staff or property for activities associated with any outside practice they may undertake.
- 12.7 No outside practice is to be performed by an Employee during the span of hours designated for the performance of Normal Duties, reasonable additional hours or other work rostered by the Employer, as applicable to him or her.

13. Postgraduate Fellows

- 13.1 Appointment as a Postgraduate Fellow will be limited to one year with eligibility for re-appointment on an annual basis for a maximum of 3 years unless there is specific agreement between the individual and the Employer for a lesser period.
- 13.2 Remuneration will be as outlined in Schedule 1.
- 13.3 Postgraduate Fellows will be entitled to all other provisions of this Agreement as if they were appointed as a Specialist, except for Salary and TESL (Training, Education and Study Leave).

14. Annual Leave

- 14.1 All Employees shall be allowed five (5) weeks' annual leave on full pay in respect of each twelve (12) months' service with the Employer. Annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year. To avoid doubt, the Employee will not have their annual leave deducted in respect of any public holiday that occurs within the period of such leave.

- 14.2 Annual leave may be taken for a period agreed between an Employee and the Employer. The Employer will not unreasonably refuse to agree to a request by the Employee to take paid annual leave. To avoid doubt, annual leave can be accessed as a single day or a fraction of a day.
- 14.3 Where the Employee has accrued more than 10 weeks' paid annual leave, the Employer may direct the Employee to take a period of annual leave of not less than one week duration by giving not less than 8 weeks' notice to the Employee, subject to the following:
- a) the Employee has been given a reasonable opportunity to submit a plan to reduce the leave to six weeks (pro rata for Part-Time Employees) within six months;
 - b) the Employer will not unreasonably refuse to agree to a leave reduction plan which includes saving leave for an extended vacation within 12 months;
 - c) in directing that the Employee take leave, the Employee cannot be directed to reduce the accrued leave to less than six weeks; and
 - d) in directing the employee to take leave, the Employer must take into account the Employee's workload and the availability of suitable relief staff.
- 14.4 Where pressing work commitments exist, the Employer and an Employee may agree to delay the taking of annual leave to a time mutually beneficial to both parties.
- 14.5 The Employee and the Employer should determine a mutually agreeable date from which annual leave is to be taken and unforeseen circumstances excepted, agreement should be reached two (2) months prior to the commencement of the annual leave.
- 14.6 The Employer shall pay each Employee their Salary for the period of annual leave. Employees may request that before going on annual leave, such leave be paid in advance, otherwise the leave will be paid in the normal pay fortnights for the period of such leave.
- 14.7 Where the employment of an Employee is terminated, the Employee shall be entitled to receive payment for untaken annual leave at the Salary which such Employee is entitled under this Agreement.
- 14.8 Where the annual leave under this clause, or any part thereof, has been taken in advance by an Employee and:
- a) the employment of the Employee by the Employer terminates before they have completed the year of employment in respect of which such annual leave or any part was taken; and
 - b) the sum paid by the Employer to the Employee as ordinary pay for the annual leave or any part so taken in advance exceeds the sum which the Employer is required to pay to the Employee under this clause;

pursuant to the requirements of the Act, the Employer shall be entitled to deduct the amount of such excess from any remuneration payable to the Employee upon the termination of their employment with the Employer.

Cashing Out of Annual Leave

- 14.9 Annual Leave credited to an Employee may be cashed out, subject to the following conditions:
- a) the Employee must elect in writing to receive payment in lieu of an amount of annual leave on each occasion on which annual leave is cashed out;
 - b) after the cashing out the Employee's remaining accrued entitlement to paid annual leave must be no less than four (4) weeks;

- c) the Employer has agreed to the Employee cashing out the annual leave; and
- d) the Employee must be paid at least the full amount that would have been payable to the Employee had she or he taken the leave that he or she has forgone.

Entitlement to Annual Leave Loading

- 14.10 Employees who become entitled to and take annual leave, shall be paid their ordinary Salary plus an annual leave loading in respect of that entitlement equivalent to 17.5% of four weeks' ordinary Salary, not exceeding the cap set out in Table 2 of Schedule 1 of this Agreement. For the avoidance of doubt, annual leave loading will also be calculated and paid in respect of annual leave of single days or a fraction of a day.
- 14.11 The entitlement to annual leave loading referred to in this clause is to be calculated and paid at the same time as the annual leave is paid.
- 14.12 Upon termination of the Employee's employment for any reason, the Employee shall be paid annual leave loading on that annual leave which they had become entitled to take that the loading would have applied to had the annual leave been taken.

15. Long Service Leave

The following long service leave provisions apply to all employees employed under this Agreement:

Entitlement and Accrual

- 15.1 After Service for seven (7) years or more but not more than ten (10) years, an Employee is entitled to Long Service Leave, proportionate to his or her length of Service, calculated at the rate of two (2) months on full pay for ten (10) years served.
- 15.2 After Service for more than ten (10) years, an Employee is entitled to Long Service Leave under subclause 15.1 in respect of the first ten (10) years and additional long service leave, proportionate to his or her length of Service, calculated at the rate of five (5) months on full pay for each ten (10) years served after the first ten (10) years.

Definition of Service

- 15.3 For the purposes of this clause:
 - a) "Service" shall mean continuous service with the Employer.
 - b) Service shall not include any period of leave without pay, except in the case of Employees who have completed at least ten (10) years' Service (any period of absence without pay being excluded there from) in which case Service shall include any period of leave without pay not exceeding six (6) months taken after 22 August 1972.

Taking Long Service Leave

- 15.4 An Employee with an entitlement to long service leave may elect to access such entitlement:
 - a) on full pay;
 - b) on half pay; or
 - c) on double pay.
- 15.5 When an Employee takes long service leave, the leave entitlement will be deducted on the following basis:

- a) a period of leave on full pay - the number of days so taken;
- b) a period of leave on half pay - half the number of days so taken; or
- c) a period of leave on double pay - twice the number of days so taken.

15.6 If a public holiday occurs whilst the Employee is taking long service leave and the Employee would have otherwise worked on that day but for the public holiday, the amount of long service leave to be deducted is to be reduced by the public holiday.

15.7 Long Service Leave shall be taken at a time mutually arranged between the Employer and the Employee.

Payment on Termination

15.8 On the termination of employment of an Employee with an entitlement to long service leave, otherwise than by their death, the Employer will pay the Employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the Salary payable to the Employee at the date of such termination.

15.9 Where an Employee who has acquired a right to long service leave, or after five (5) years and less than seven (7) years' Service, dies, and any long service leave:

- a) to which the Employee was entitled has not been taken; or
- b) accrued upon termination of the services of the Employee by reason of the worker's death and has not been taken;

the Employer shall upon request by the Employee's personal representative pay to the Employee's personal representative in full the ordinary pay that would have been payable to the Employee in respect of the long service leave, less any amount already paid to the Employee in respect of that leave. Such monetary value shall be determined according to the Salary payable to the Employee at the time of their death.

15.10 Where the services of an Employee with at least five (5) years' Service but less than seven (7) years' Service, are terminated by the Employer for any reason other than the Employee's serious and wilful misconduct, or by the Employee on account of illness, incapacity or domestic or other pressing necessity, they shall be entitled to be paid a proportionate amount for long service leave on the basis of two (2) months' long service leave for ten (10) years' Service.

Accrual of other entitlements whilst on long service leave

15.11 During a period of long service leave on half pay, an Employee will continue to accrue at the Full time equivalent rate, except for annual leave that will accrue at the rate of 50%.

15.12 During a period of long service leave on double pay, an Employee will continue to accrue at the Full time equivalent rate including annual leave which will accrue at the single time rate.

16. Family and Community Services Leave

The entitlements set out in this clause apply only to employees employed prior to 7 July 2015.

General

16.1 For the purpose of this clause relating to FACS leave:

- a) "Relative" means a person either related by blood, marriage or Affinity or a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis;

- b) "Affinity" means a relationship, including a de facto relationship, that one spouse has to blood relatives of the other; and
- c) "Household" means a family group living in the same domestic dwelling.

16.2 The Chief Executive Officer or authorised delegate of the Employer may grant FACS leave to an Employee:

- a) to provide care and/or support for sick members of the Employee's Relatives or Household;
- b) for reasons related to the family responsibilities of the Employee (e.g. to arrange and or attend a funeral of a Relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a Relative);
- c) for reasons related to the performance of community service by the Employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
- d) in a case of pressing necessity (e.g. where the Employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).

16.3 An Employee is not to be granted FACS leave for attendance at court to answer a criminal charge, unless the Chief Executive Officer or authorised delegate approves the grant of leave in the particular case.

16.4 Applications for FACS leave to attend court, for reasons other than criminal charges, will be assessed on an individual basis.

Entitlement

16.5 The maximum amount of FACS leave on full pay that may be granted to an Employee is:

- a) 3 working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of 2 years; or
- b) 1 working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of FACS leave already taken by the Employee since 1 January 1995;

whichever method provides the greater entitlement.

16.6 FACS leave is available to Part time Employees on a pro rata basis, based on the percentage of the Full time Salary the Employee receives.

Additional FACS leave for bereavement purposes

16.7 Where more beneficial, FACS leave replaces compassionate leave as set out at clause 18 of this Agreement.

16.8 Where FACS leave has been exhausted, additional compassionate leave of up to 2 days may be granted on a discrete, "per occasion" basis in accordance with the Act.

Use of other leave entitlements

- 16.9 The Chief Executive Officer or authorised delegate of the Employer may grant an Employee other leave entitlements for reasons related to family responsibilities or community service obligations of the Employee.
- 16.10 An Employee may elect, with the consent of the Employer, to take annual leave, long service leave or leave without pay for absence from work in circumstances outlined at clause 16.2.
- 16.11 Where any of the provisions of the NES are more beneficial, then such provisions will apply.

17. Personal/Carer's Leave

Definitions

- 17.1 A person who needs the Employee's care and support is referred to as the "person concerned" and is:
- a) a current or former spouse or partner of the Employee, including a de facto partner; or
 - b) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the Employee or of the current and former spouse or de facto partner of the Employee; or
 - c) a member of the household of the Employee.

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

- 17.2 "Personal/Carer's Leave" is leave taken because the Employee:
- a) is not fit for work because of a personal illness, or personal injury, affecting the Employee ("personal leave"); or
 - b) is responsible for the care or support of the person concerned who requires care or support because of a personal illness or injury or an unexpected emergency ("carer's leave").

Entitlement

- 17.3 A Full time Employee shall accrue personal / carer's leave at the rate of ten (10) working days for each year of continuous service with the Employer. A period of personal / carer's leave shall be paid at full pay.
- 17.4 Paid Personal Leave accrues based on an employee's ordinary hours of work and accumulates from year to year
- 17.5 Part time Employees accrue paid Personal Leave on a pro rata basis.
- 17.6 The Chief Executive Officer or authorised delegate of the Employer may, in special circumstances, make a grant of additional paid Personal Leave.
- 17.7 The entitlement to carer's leave in accordance with this Agreement is subject to:
- a) the Employee being responsible for the care or support of the person concerned; and
 - b) the person concerned being as defined in subclause 17.1 of this clause.

- 17.8 The Employee shall, if required by the Employer, establish, either by production of a medical certificate or statutory declaration, that the illness of the Employee or person concerned is such as to require care or support by another person.
- 17.9 The Employee has the right to choose the method by which the ground for Personal Leave is established, that is, by production of either a medical certificate or statutory declaration.
- 17.10 The Employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
- 17.11 The Employee shall, wherever practicable, give the Employer notice prior to the absence of the intention to take Personal / Carer's Leave, the relationship of the person requiring care or support to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give notice of absence prior to work commencing for the day / shift, the Employee shall notify the Employer as soon as reasonably practicable.

Use of other leave entitlements

17.12 An Employee may, with the consent of the Employer, take:

- a) annual leave;
- b) long service leave, subject to the rules set out in this Agreement; or
- c) leave without pay;

for the purpose of personal leave or providing care and support to the person concerned as defined in subclause 17.1.

17.13 An Employee shall not be entitled to personal leave on full pay for any period in respect of which such Employee is entitled to workers' compensation; provided, however, that the Employer shall pay to an Employee who has a personal leave entitlement under this clause the difference between the amount received as workers' compensation and full pay. The Employee's personal leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by that proportion of one (1) week which the difference paid bears to full pay.

18. Compassionate Leave

18.1 An Employee (other than a casual employee) shall be entitled to up to two days compassionate leave without deduction of pay for each occasion (a permissible occasion) when a person concerned (as defined in Clause 17):

- a) contracts or develops a personal illness that poses a serious threat to his or her life;
- b) sustains a personal injury that poses a serious threat to his or her life; or
- c) dies.

For casual employees, compassionate leave is unpaid.

18.2 The Employee must notify the Employer as soon as practicable of the intention to take compassionate leave and will, if required by the Employer, provide to the satisfaction of the Employer proof of death or life threatening injury or illness.

18.3 For the purpose of bereavement leave, compassionate leave does not require a person to be responsible for the care of the person concerned.

18.4 Compassionate leave may be taken in conjunction with other leave available under this Agreement. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable requirements of the business.

18.5 The above principles are not intended to codify completely the purposes for which compassionate leave with pay may be allowed. The element of unforeseen emergency could be present in other situations, for example floods or bushfires, which clearly prevent attendance for duty.

19. Family Violence Leave

19.1 The employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The employer seeks to develop a supportive workplace in which victims of family violence can come forward for help and support.

19.2 Definition of Family Violence

The employer accepts the definition of family violence as stipulated in the relevant state legislation. The definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

19.3 General Measures

- a) Proof of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, district nurse, maternal and child health care nurse, a Family Violence Support Service or Lawyer.
- b) Personal information concerning family violence will be kept confidential by the employer.
- c) An employee experiencing family violence may raise the issue with their immediate supervisor/manager.

19.4 Individual support

In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the employer will approve a request from an employee experiencing family violence for the following, providing the request is reasonable in all the circumstances:

- a) changes to their span of hours of pattern or hours and/or shift patterns;
- b) job redesign or changes to duties within their skills and capabilities;
- c) relocation to suitable employment within the workplace;
- d) a change to their telephone number or email address to avoid harassing contact; and/or
- e) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

An employee experiencing family violence will be offered a referral to the relevant local resources. An employee that discloses to their supervisor that they are experiencing family violence will be given a resource pack of information regarding support services.

19.5 Leave

- a) The employer will provide employees who are victims of family violence and need time off work for medical or legal assistance, court appearances, counselling, relocation, or to make other safety arrangements with flexibility to use their personal/carer's leave for such purposes.

- b) In addition, the Employee will be provided up to 10 paid days family violence leave per annum. This leave may be taken as consecutive or single days or as a fraction of a day. This leave will not be accrued or accumulate from year to year.
- c) The employee will apply in advance for this leave whenever possible.
- d) An employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital or to mind children.

20. Maternity, Adoption and Parental Leave

20.1 *Maternity Leave*

Eligibility

- a) To be eligible for paid maternity leave a Full time or Part time Employee must have completed at least forty (40) weeks' continuous service prior to the expected date of birth.
- b) An Employee who has once met the conditions for paid maternity leave will not be required to again work the forty (40) weeks' continuous service in order to qualify for a further period of paid maternity leave, unless:
 - (i) there has been a break in service of two months or more and where the Employee is then re-employed: or
 - (ii) the Employee has completed a period of leave without pay of more than forty (40) weeks. In this context, leave without pay does not include personal leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under NSW Workers' Compensation legislation.

Entitlement to Paid Maternity Leave

- c) An eligible Employee is entitled to fourteen (14) weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen (14) weeks prior to the expected date of birth.
- d) It is not compulsory for an Employee to take this period off work. However, if an Employee decides to work during the six (6) weeks prior to the date of birth it is subject to the Employee being able to satisfactorily perform the full range of normal duties.
- e) Paid maternity leave may be paid:
 - (i) on a normal fortnightly basis; or
 - (ii) in advance in a lump sum; or
 - (iii) at the rate of half pay over a period of twenty-eight (28) weeks on a regular fortnightly basis.
- f) Annual and/or long service leave credits can be combined with periods of maternity leave on half pay to enable an Employee to remain on full pay for that period.

Unpaid Maternity Leave

- g) Full time and Part time Employees who are entitled to paid maternity leave are entitled to a further period of unpaid maternity leave of not more than twelve (12) months after the actual date of birth.

- h) Full time and Part time Employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than twelve (12) months.

Applications

- i) An Employee who intends to proceed on maternity leave should formally notify the Employer of such intention as early as possible, so that arrangements associated with her absence can be made.
- j) Written notice of not less than eight (8) weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

Variation after Commencement of Leave

- k) After commencing maternity leave, an Employee may vary the period of her maternity leave once only without the consent of the Employer by giving the Employer notice in writing of the extended period at least fourteen (14) days' before the start of the extended period. The Employer may accept less notice if convenient.
- l) An Employee may extend the period of maternity leave at any time with the agreement of the Employer.

Staffing Provisions

- m) Any person who occupies the position of an Employee on maternity leave must be informed that the Employee has the right to return to her former position. Additionally, since an Employee has the right to vary the period of her maternity leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the Employee elects to return to duty, whichever occurs first.

Effect of Maternity Leave on Accrual of Leave, Increments etc.

- n) When the Employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave, personal leave and long service leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual leave, personal leave and long service leave.
- o) Except in the case of Employees who have completed ten (10) years' service, the period of maternity leave without pay does not count as service for long service leave purposes. Where the Employee has completed ten (10) years' service the period of maternity leave without pay shall count as service provided such leave does not exceed six (6) months.
- p) Maternity leave without pay does not count as service for incremental purposes. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.
- q) Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received i.e., public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.

Illness Associated with Pregnancy

- r) If, because of an illness associated with her pregnancy an Employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take personal leave without pay.

- s) Where an Employee is entitled to paid maternity leave, but because of illness, is on sick, annual, long service leave, or personal leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of birth. The Employee then commences maternity leave with the normal provisions applying.

Transfer to a More Suitable Position

- t) Where, because of an illness or risk associated with her pregnancy, an Employee cannot carry out the duties of her position, the Employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. A position to which an Employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

Miscarriages

- u) In the event of a miscarriage any absence from work is to be covered by the current personal leave provisions.

Stillbirth

- v) In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an Employee may elect to take personal leave, subject to production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

Effect of Premature Birth on Payment of Maternity Leave

- w) An Employee who gives birth prematurely and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an Employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

Right to Return to Previous Position

- x) An Employee returning from maternity leave has the right to resume her former position.
- y) Where this position no longer exists the Employee is entitled to be placed in a position nearest in status and salary to that of her former position and to which the Employee is capable or qualified.

Further Pregnancy While on Maternity Leave

- z) Where an Employee becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If an Employee enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases
- aa) An Employee who commences a subsequent period of maternity leave while on unpaid maternity leave under this clause is entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on maternity leave).
- bb) An Employee who commences a subsequent period of maternity leave during the first twelve (12) months of a return to duty on a Part time basis as provided under this clause is entitled to be paid at their substantive Full time rate for the subsequent period of maternity leave.
- cc) An Employee who commences a subsequent period of maternity leave more than twelve (12) months after returning to duty on a Part time basis under this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their Part time rate.

20.2 *Adoption Leave*

Eligibility

- a) All Full time and Part time Employees who are adopting a child and are to be the primary care giver of the child are eligible for unpaid adoption leave.
- b) To be eligible for paid adoption leave a Full time or Part time Employee must also have completed at least forty (40) weeks' continuous service prior to the date of taking custody of the child.
- c) An Employee who has once met the conditions of paid adoption leave, will not be required to again work the forty (40) weeks' continuous service in order to qualify for further periods of paid adoption leave, unless:
 - (i) there has been a break in service of two months or more and where the Employee is then re-employed; or
 - (ii) the Employee has completed a period of leave without pay of more than forty (40) weeks. In this context, leave without pay does not include personal leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under NSW Worker's Compensation legislation.

Paid Adoption Leave

- d) Eligible Employees are entitled to paid adoption leave of fourteen weeks at the ordinary rate of pay from and including the date of taking custody of the child.
- e) Paid adoption leave may be paid:-
 - (i) on a normal fortnightly basis; or
 - (ii) in advance in a lump sum; or
 - (iii) at the rate of half pay over a period of twenty-eight (28) weeks on a regular fortnightly basis.
- f) Annual and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an Employee to remain on full pay for that period.

Unpaid Adoption Leave

- g) Eligible Employees are entitled to unpaid adoption leave as follows:
 - (i) where the child is under the age of twelve (12) months - a period of not more than 12 months from the date of taking custody;
 - (ii) where the child is over the age of twelve (12) months and under eighteen (18) years old - a period of up to twelve (12) months, such period to be agreed upon by both the Employee and the Employer.

Applications

- h) Due to the fact that an Employee may be given little notice of the date of taking custody of a child, Employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the Employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

Variation after Commencement of Leave

- i) After commencing adoption leave, an Employee may vary the period of leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen (14) days' notice must be given, although the Employer may accept less notice if convenient.

Staffing Provisions

- j) As per maternity leave conditions.

Effect of Adoption Leave on Accrual of Leave, Increments, etc

- k) As per maternity leave conditions.

Right to return to Previous Position

- l) As per maternity leave conditions.

20.3 **Parental Leave**

Eligibility

- a) To be eligible for parental leave a Full time or part-time Employee must have completed at least forty (40) weeks' continuous service prior to the expected date of birth or to the date of taking custody of the child.
- b) An Employee who has once met the conditions for paid parental leave will not be required to again work the forty (40) weeks' continuous service in order to qualify for a further period of paid parental leave, unless:
 - (i) there has been a break in service of two months or more and where the Employee is then re-employed: or
 - (ii) the Employee has completed a period of leave without pay of more than forty (40) weeks. In this context, leave without pay does not include personal leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under NSW Workers' Compensation legislation.

Entitlements

- c) Eligible Employees whose spouse or partner (including a same sex partner) is pregnant or is taking custody of a child, are entitled to a period of leave not exceeding fifty two (52) weeks, which includes one (1) week of paid leave, and may be taken as follows:
 - (i) an unbroken period of up to eight (8) weeks at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave); and
 - (ii) a further unbroken period in order to be the primary caregiver of the child (extended parental leave).
- d) The entitlement of one (1) week's paid leave may be taken at anytime within the 52 week period and shall be paid:
 - (i) at the Employees ordinary rate of pay for a period not exceeding one (1) week on full pay; or
 - (ii) two (2) weeks at half pay or the period of parental leave taken, whichever is the lesser period.

- e) Extended parental leave cannot be taken at the same time as the Employee's spouse or partner is on maternity or adoption leave, except as provided for by the Act.
- f) Annual and/or long service leave credits can be combined with periods of parental leave on half pay to enable an Employee to remain on full pay for that period.

Applications

- g) An Employee who intends to proceed on parental leave should formally notify their employer of such intention as early as possible, so that arrangements associated with their absence can be made.
- h) In the case of extended parental leave, the Employee should give written notice of the intention to take the leave.
- i) The Employee must, at least four (4) weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations of taking custody of a child, little or no notice may be provided to the Employee. In such an instance, the Employee should notify the employer as early as practicable.
- j) The Employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
- k) In the case of extended parental leave, the Employee must, before the start of leave, provide a statutory declaration by the Employee stating:
 - (i) if applicable, the period of any maternity leave sought or taken by his spouse, and
 - (ii) that they are seeking the period of extended parental leave to become the primary care giver of the child.

Variation after Commencement of Leave -

- l) After commencing parental leave, an Employee may vary the period of her/his parental leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen (14) days' notice must be given, although the Employer may accept less notice if convenient.

Effect of Parental Leave on Accrual of Leave, Increments etc.

- m) As per maternity leave conditions.

Right to Return to Previous Position

- n) As per maternity leave conditions.

20.4 Right to Request

- a) An Employee entitled to maternity, adoption or parental leave may request the Employer to allow the Employee:
 - (i) to extend the period of unpaid maternity, adoption or extended parental leave for a further continuous period of leave not exceeding twelve (12) months;
 - (ii) to return from a period of maternity, adoption or parental leave on a Part time basis until the child reaches school age;

to assist the Employee in reconciling work and parental responsibilities.

- b) 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.
- c) The Employee's request and the Employer's decision made under clauses 20.4a) must be recorded in writing.
- d) Where an Employee wishes to make a request under clause 20.4a)(ii):
 - (i) the Employee is to make an application for leave without pay to reduce their Full time weekly hours of work;
 - (ii) such application must be made as early as possible to enable the Employer to make suitable staffing arrangements. At least four (4) weeks' notice must be given;
 - (iii) Salary and other conditions of employment are to be adjusted on a basis proportionate to the Employee's Full time hours of work i.e. for long service leave the period of service is to be converted to the Full time equivalent and credited accordingly.

Employees who return from leave under this arrangement otherwise remain Full time Employees.

20.5 ***Communication During Leave***

- a) Where an Employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:
 - (i) 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 the leave; and
 - (ii) 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 the leave.
- b) 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 the 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.
- c) 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 this clause.

20.6 ***Other***

- a) Where a temporary Employee is entitled to parental leave under the Act, the following provisions shall also apply, in addition to those set out in the Act.
- b) The Employer must not fail to re-engage a temporary Employee because:
 - (i) the Employee or Employee's spouse or de facto partner is pregnant; or
 - (ii) the Employee is or has been immediately absent on parental leave.

- c) The rights of the Employer in relation to engagement and re-engagement of temporary Employees are not affected, other than in accordance with this clause.
- d) During a period of unpaid maternity, adoption or parental leave, the Employee will not be required to meet the Employer's superannuation liability.

20.7 Commonwealth Paid Parental Leave (CPPL)

- a) The CPPL scheme may be available to eligible Employees.
- b) The amount of paid leave provided in this Agreement shall not be reduced in terms of its monetary value by the CPPL (currently eighteen (18) weeks' paid parental leave prescribed under the *Paid Parental Leave Act 2010* (Cth)). For the avoidance of doubt the value of the paid parental leave provided under this Agreement will be in addition to the value of the eighteen (18) weeks paid parental leave paid at the Federal minimum wage.

21. Expenses

21.1 Telephones - Lifehouse will provide Employees with a mobile phone for work purposes and will meet all associated business costs.

21.2 Professional Indemnity Insurance

- a) Subject to clause 21.2b), Employees are required to take out appropriate Professional Indemnity Insurance cover, specifically related to their Lifehouse employment. Lifehouse will reimburse Employees for the cost of Professional Indemnity Insurance premiums, based on the cover they have selected and inclusive of any GST. The value of this reimbursement is separate and in addition to any other approved work related expenses to which an Employee is entitled.
- b) No reimbursement shall apply where Lifehouse has obtained a Professional Indemnity Insurance relating to the duties performed by Employees in connection with their Lifehouse employment.
- c) Provided that the Chief Executive Officer or authorised delegate will approve reimbursement of the costs of membership of the Medical Indemnity provider organisation and insurance (excluding those costs incurred in respect of outside practice) and run off cover.

21.3 Other Expenses – It is accepted that Employees will incur other work related expenses in meeting their role requirements, such as medical journal subscriptions and professional memberships. Lifehouse will reimburse the cost of such expenses up to a maximum value per annum (as specified in Table 2 of Schedule 1 of this Agreement), per Employee. This process will require the approval of the Employer's Medical Director or authorised delegate.

22. Labour Flexibility

22.1 The Employer may direct an Employee to carry out such duties as are reasonable, and within the limits of the Employee's skill, competence and training consistent with their classification, grouping and/or career stream provided that such duties are not designed to promote deskilling.

22.2 The Employer may direct an Employee to carry out such duties and use such equipment as may be required provided that the Employee has been properly trained or has otherwise acquired the necessary skills in the use of such equipment.

22.3 Any direction issued by the Employer pursuant to this clause shall be consistent with the Employer's responsibilities to provide a safe and healthy work environment.

23. Redundancy

23.1 Employees employed prior to 7 July 2015 whose employment with Lifehouse is terminated on grounds of redundancy is entitled to:

- a) Notice, or payment in lieu on accordance with clause 30.1; and
- b) Severance Payment at the rate of three (3) Week’s Pay per year of continuous service up to a maximum of thirty-nine (39) weeks, with pro-rata payments for incomplete years of service rounded up on a quarterly basis.

23.2 This sub-clause applies to Employees employed under this Agreement employed on or after 7 July 2015.

Severance pay

a) In addition to the period of notice prescribed under clause 30.1, an Employee whose employment is terminated of grounds of redundancy shall be paid the following amount of severance pay in respect of a period of his or her continuous service with the Employer.

b) If an Employee is under 45 years of age, the employer shall pay in accordance with the following scale:

<u>Years of Service</u>	<u>Entitlement</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
5 weeks	
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

c) Where an Employee is 45 years of age or over, the entitlement shall be in accordance with the following scale:

<u>Years of Service</u>	<u>Entitlement</u>
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
5 weeks	
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

23.3 The below sub-clauses apply to all employees covered by the Agreement.

Definitions

23.4 "Week's" Pay' means the all-purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the Salary, over-Agreement payments, shift / weekend penalties and allowances provided for in accordance with this Agreement.

Transfer to lower paid duties

23.5 Where an Employee is transferred to lower paid duties on grounds of redundancy, the Employee shall be entitled to the same period of notice of transfer as she/he would be entitled to if her/his employment had been terminated, and the Employer may at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks' notice still owing.

Employee Leaving During Notice Period

23.6 An Employee whose employment is terminated for on grounds of redundancy may terminate her/his employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause (23) had she/he remained with the Employer until the expiry of such notice. Provided in such circumstances the Employee shall not be entitled to payment in lieu of notice.

Alternative Employment

23.7 Subject to an application by the Employer and further order of FWC, the Employer may pay a lesser amount (or no amount) of severance pay than that contained in this clause (23) if the Employer obtains acceptable alternative employment for an Employee.

Time off Period of Notice

23.8 During the period of notice of termination given by the Employer, an Employee shall be allowed up to one (1) day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

23.9 If the Employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Employer, produce proof of attendance at an interview or she/he shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

Statement of Employment

23.10 The Employer shall, upon receipt of a request from an Employee whose employment has been terminated, provide the Employee with a written statement specifying the period of the Employee's employment with the Hospital and the classification of, or the type of work performed by, the Employee.

Notice to Centrelink

23.11 Where a decision has been made to terminate the employment of Employees and where the Act requires, the Employer shall notify Centrelink thereof as soon as possible, giving relevant information including the number and categories of the Employees likely to be affected and the period over which the terminations are intended to be carried out.

Centrelink Separation Certificate

23.12 The Employer shall, upon receipt of a request from an Employee whose employment has been terminated, provide to the Employee an "Employment Separation Certificate" in the form required by Centrelink.

Employees with Less Than One Year's Continuous Service

23.13 This clause does not apply to Employees with less than one (1) year's continuous service.

Employees Exempted

23.14 This clause shall not apply where employment has been terminated because the conduct of the Employee justifies instant dismissal or in the case of casual Employees, or Employees engaged for a specific period of time or for a specified task or tasks.

24. Underpayment and Overpayment of Salaries

24.1 The following process will apply once the issue of underpayment or overpayment is substantiated.

Underpayment

24.2 If the amount underpaid is equal to or greater than one (1) day's Salary for the Employee, the underpayment will be rectified within three (3) working days.

24.3 If the amount underpaid is less than one (1) day's Salary it will be rectified by no later than the next normal pay. However if the Employee can demonstrate that rectification in this manner would result in undue hardship every effort will be made by the Employer to rectify the underpayment within three (3) working days.

Overpayment

24.4 In all cases where overpayments have occurred, the Employer shall as soon as possible advise the Employee concerned of both the circumstances surrounding the overpayment and the amount involved. The Employer will also advise the Employee of the pay period from which the recovery of the overpayment is to commence.

24.5 One off overpayments will be recovered in the next normal pay, except that where the Employee can demonstrate that undue hardship would result, the recovery rate shall be at 10% of an Employee's gross fortnightly Salary.

24.6 Unless the Employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the Employee's gross fortnightly Salary.

24.7 The recovery rate of 10% of an Employee's gross fortnightly base pay referred to above may be reduced by agreement, where the Employee can demonstrate that undue hardship would result.

24.8 Where an Employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed above, subject to the requirements of the Act, the Employer shall have the right to deduct any balance of such overpayment from monies owing to the Employee on the Employee's date of termination, resignation or retirement, as the case may be.

24.9 Employees agree to execute a written agreement with the Employer to give effect to this clause.

25. No Extra Claims

25.1 During the term of this agreement, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the Employees covered by the Agreement and, further,

that no proceedings, claims or demands concerning wages or conditions of employment with respect to those Employees will be instituted before FWC.

25.2 The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Agreement provisions.

26. Agreement Flexibility

26.1 Lifehouse and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- a) the agreement deals with one (1) or more of the following matters:
 - (i) the taking of leave without pay;
 - (ii) work location;
 - (iii) arrangements about when work is performed;
 - (iv) leave loading;
- b) the arrangement meets the genuine needs of the Employer and Employee in relation to one (1) or more of the matters mentioned in clause 26.1a); and
- c) the arrangement is genuinely agreed to by the Employer and Employee without coercion or duress.

26.2 The employer must ensure that the terms of the individual flexibility arrangement:

- a) are about permitted matters under section 172 of the Act; and
- b) are not unlawful terms under section 194 of the Act; and
- c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

26.3 The Employer must ensure that the individual flexibility arrangement:

- a) is in writing; and
- b) includes the name of the Employer and Employee; and
- c) is signed by the Employer and Employee and if the Employee is under eighteen (18) years of age, signed by a parent or guardian of the Employee; and
- d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- e) states the day on which the arrangement commences.

26.4 The Employer must give the employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.

- 26.5 The Employer or Employee may terminate the individual flexibility arrangement:
- a) by giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or
 - b) if the Employer and Employee agree in writing — at any time.

27. Consultation

27.1 This term applies if:

- a) the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- b) the change is likely to have a significant effect on Employees of the enterprise.

27.2 The Employer must consult the Employees about:

- a) a major workplace change in production, program, organisation, structure or technology that is likely to have a significant effect on the Employees; or
- b) a change to their regular roster or ordinary hours of work.

27.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

27.4 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.

27.5 In regards to a major workplace change, 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:
 - (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.
- c) give prompt and genuine consideration to matters raised about the major workplace change by the relevant Employees.

27.6 For a change to the Employees' regular roster or ordinary hours of work, the Employer is required to:

- a) to provide information to the relevant Employees about the change; and
- b) to 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); and
- c) to consider any views given by the relevant Employees about the impact of the change.

27.7 The requirement to consult under clause 27.6:

- a) are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements; but
- b) does not apply where an Employee has irregular, sporadic or unpredictable working hours.

27.8 The Employer is not required to disclose confidential or commercially sensitive information the disclosure of which would be contrary to the Employer's interests.

27.9 In this term, a major workplace 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.

27.10 In this term, "relevant Employees" means the Employees who may be affected by the change.

28. Training, Education and Study Leave

28.1 This clause does not apply to Postgraduate Fellows.

28.2 The parties agree that Lifehouse has a responsibility to ensure that all Employees employed have appropriate and equitable access to Training, Education and Study Leave ("TESL") that is relevant to both the Employee and Lifehouse.

Full time leave entitlement

28.3 Employees are entitled to twenty-five (25) calendar days of TESL each year. Untaken TESL will continue to accumulate and be added to the annual entitlement from year to year.

28.4 Full time Employees shall take TESL, however accrued, at the Full time equivalent daily rate.

Full time funding entitlement

28.5 Employees are entitled to funding for the purpose of TESL to an annual maximum of the dollar value set out in Table 2 of Schedule 1 of this Agreement.

- 28.6 The annual funding entitlement is made available from 1 July of each year and, unless otherwise approved by the Chief Executive Officer or authorised delegate of the Employer, must be committed for future TESL activities or used in accordance with Lifehouse Policies within the relevant year in which it is made available.
- 28.7 Unless otherwise approved by the Chief Executive Officer or authorised delegate of the Employer, any untaken funding entitlement shall not accumulate year to year.
- 28.8 No first class international airfares are to be booked or paid for in respect of TESL travel. However Business Class airfares are permitted for any work related flight in excess of four (4) hours duration.
- 28.9 Per Diem rates for meals, accommodation and incidental expenses will be paid in accordance with the ATO reasonable travel allowances, as varied from time to time. Actual expenses may be claimed but will require presentation of appropriate substantiation such as tax invoices and receipts.
- 28.10 Based on the approved travel and leave arrangements, funds will be paid by Lifehouse to the Employee on application.

Employees (Part-Time Appointments)

- 28.11 The entitlement to leave and funding for Employees who are working pursuant to a Part time Working Arrangement Agreement is pro rata based on the Full time entitlement. The Chief Executive Officer or authorised delegate of the Employer may require an Employee who is working pursuant to a Part time arrangement to take TESL at the Full time equivalent daily rate. Alternatively, by agreement with the Chief Executive Officer or authorised delegate, an Employee who is working pursuant to a Part time arrangement may take TESL at the same Part-time daily rate of pay, provided that their leave entitlement is not exceeded. Agreement will not be unreasonably withheld.
- 28.12 Payment of the per diem element of the available funding should match the rate at which TESL is taken, eg. a Part time Employee who takes TESL at the Full time daily rate of pay should also be paid the per diem funding at the Full time daily rates, provided that their entitlement is not exceeded.

Approval of Leave

- 28.13 TESL can be taken for purposes relevant to both the Employee and Lifehouse, at the discretion of the Employee, within or outside Australia, subject to approval by the Chief Executive Officer or authorised delegate of the Employer or their nominee. TESL Applications should be assessed and approved within four weeks following the date of submission of application by the Employee. If the application is not approved, the Employer must provide the reason to the Employee as soon as possible. Approval should not be unreasonably withheld.
- 28.14 On return from TESL, Employees are to provide a report, in both hard copy and electronic format, to the Chief Executive Officer or authorised delegate of the Employer dealing with the outcome/benefits of the leave.
- 28.15 If a dispute occurs as to the interpretation of this clause, the matter will be dealt with in accordance with, clause 4 (Issues Resolution) of this Agreement.
- 28.16 An Employee will not be entitled to any Entitlement pursuant to this clause upon retirement, resignation, redundancy or dismissal.

29. Public Holidays

- 29.1 Public holidays will be allowed to Employees on full pay.
- 29.2 For the purpose of this subclause the following are to be public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday,

Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the employee's usual workplace is situated.

- 29.3 In addition to those public holidays prescribed in subclause 29.2, Employees are entitled to an extra public holiday each year. Such public holiday will occur on a day in the Christmas-New Year period as determined by the Employer following consultation with the Federation, or other suitable day as agreed between the Employer and the Federation. Such public holiday shall be regarded for all purposes of this clause as any other public holiday. This subclause shall apply in substitution for any additional local public holiday or half public holiday proclaimed in a local government area.

30. Termination of Employment

Requirement for notice of termination or payment in lieu by Employer

- 30.1 The Employer will not terminate an Employee's employment unless:
- a) the time between giving the notice and the day of the termination is at least four (4) weeks; or
 - b) the Employer has paid to the employee (or to another person on the Employee's behalf) payment in lieu of notice of at least four (4) weeks, the amount the Employer would have been liable to pay to the Employee (or to another person on the Employee's behalf) at the full rate of pay for the hours the Employee would have worked had the employment continued until the end of the minimum period of notice.
- 30.2 The period of notice of four (4) weeks will be increased by one (1) week if the Employee is over forty-five (45) years old and has completed at least two (2) years of continuous service with the Employer at the end of the day the notice is given.
- 30.3 The Employer shall not terminate the services of an Employee, except on the grounds of misconduct, during the currency of any period of paid personal leave unless an agreed independent registered medical practitioner certifies that an Employee is fit to continue in employment and the Employee refuses to resume duty.
- 30.4 If a dispute arises as to whether an Employee is fit to continue in employment, such dispute shall be addressed in accordance with clause 4, (Issue Resolution) of this Agreement.

Requirement for notice of termination by Employee

- 30.5 The Employee will not terminate their employment unless the time between giving the notice and the day of the termination is at least four (4) weeks, provided the Employer and Employee may agree in this circumstance to a lesser period of notice.
- 30.6 Subject to section 324 of the Act, if the Employee fails to give the required notice the Employer may withhold from monies due to the Employee on termination under this Agreement, an amount not exceeding the amount the Employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the Employee

SCHEDULE 1 - MONETARY RATES

Table 1 - Salary Rates

Employee	Current \$ Per Annum	FFPPOA 1/07/2019 2.50% \$ Per Annum	FFPPOA 1/07/2020 2.50% \$ Per Annum	FFPPOA 1/07/2021 2.50% \$ Per Annum
1 st Year	348,815	357,535	366,474	375,636
2 nd Year	369,216	378,446	387,908	397,605
3 rd Year	389,597	399,337	409,320	419,553
4 th Year	410,040	420,291	430,798	441,568
5 th Year	430,445	441,206	452,236	463,542
Senior Specialist	471,261	483,043	495,119	507,497
Postgraduate Fellow	197,218	202,148	207,202	212,382

Table 2 – Other Allowances/Payments

Other Allowances/Payments	Current \$ Per Annum	FFPPOA 1/7/19 2.5% \$ Per Annum	FFPPOA 1/7/20 2.5% \$ Per Annum	FFPPOA 1/7/21 2.5% \$ Per Annum
Annual Leave Loading – Annual Cap	1,966	2,015	2,066	2,117
TESL – Annual Funding Cap	45,913	47,061	48,237	49,443
Other Expenses – Annual Cap	16,835	17,256	17,687	18,129

SCHEDULE 2 - LIST OF RECOGNISED AUSTRALASIAN SPECIALIST COLLEGES

Royal Australasian College of Surgeons

Royal Australasian College of Physicians

Adult Medicine Division

Australasian Chapter of Addiction Medicine

Australasian Chapter of Palliative Medicine

Australasian Chapter of Sexual Health Medicine

Australasian Faculty of Public Health Medicine

Australasian Faculty of Rehabilitation Medicine

Australasian Faculty of Occupational and Environmental Medicine

Paediatrics and Child Health Division

Chapter of Community Child Health

Royal Australasian College of Medical Administrators

Royal Australian and New Zealand College of Obstetricians and Gynaecologists

Royal Australian and New Zealand College of Ophthalmologists

Royal Australian and New Zealand College of Psychiatrists

Royal Australian and New Zealand College of Radiologists

Faculty of Radiation Oncology

Royal College of Pathologists of Australasia

Australian and New Zealand College of Anaesthetists

Faculty of Pain Medicine

Australasian College of Dermatologists

College of Intensive Care Medicine of Australia and New Zealand

Australasian College for Emergency Medicine

Australasian College of Sports Physicians

SCHEDULE 3- TRANSITION ARRANGEMENTS – EDIE

Many of the Sydney Local Health District's (SLHD) cancer services at Royal Prince Alfred Hospital (RPA) transitioned into the new integrated Lifehouse facility. These employees have been identified as "eligible directly impacted employees".

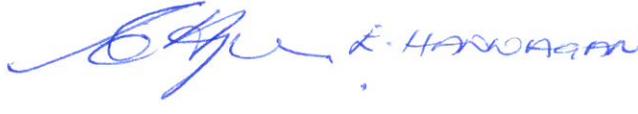
Lifehouse will apply the following employment related arrangements to an "eligible directly impacted employee" (as defined in this Agreement):

1. Lifehouse will recognise all untaken annual leave and long service leave entitlements and allow them to be transferred in full, or optionally in part, from SLHD to Lifehouse.
2. Lifehouse will recognise and fund all untaken personal leave and family & community services (FACS) leave balances from SLHD in full and will provide for them to be immediately available.
3. Lifehouse will recognise the same prior continuous service that SLHD would recognise for:
 - (a) long service leave accrual purposes
 - (b) eligibility for maternity, adoption and parental leave purposes
 - (c) redundancy purposes
 - (d) FACS leave entitlement purposes
 - (e) Notice of termination purposes
 - (f) Classification increment purposes
4. Lifehouse will make contributions at required levels to defined benefit superannuation schemes for those who are members of such schemes.

SIGNATURES

This Agreement is made on 15th May 2019 (date)

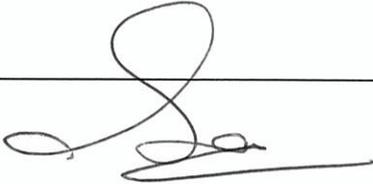
I am authorised to sign this Agreement on behalf of **the Employer, Lifehouse Australia**


CEO

SIGNATURE PRINT NAME AND AUTHORITY TO SIGN / TITLE

ADDRESS: 119-143 Missenden Rd Camperdown 2050

DATE: 15th May 2019

Signed for and behalf of:	
The Australian Salaried Medical Officer's Federation (ASMOF) Level 3, Suite 46, 330 Wattle Street, ULTIMO NSW, 2007	
(Signature of authorised officer)	
	Dr Tony Sara Authority to Sign: ASMOF NSW Branch President
In the presence of:	
Witness Signature	
	
JOHANNA SCHUTZ	
Witness Name	