



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Victorian Hospitals' Industrial Association
(AG2016/7282)

VICTORIAN PUBLIC HEALTH SECTOR (HEALTH AND ALLIED SERVICES, MANAGERS AND ADMINISTRATIVE WORKERS) SINGLE INTEREST ENTERPRISE AGREEMENT 2016-2020

Health and welfare services

COMMISSIONER CRIBB

MELBOURNE, 8 DECEMBER 2016

Application for approval of the Victorian Public Health Sector (Health and Allied Services, Managers and Administrative Workers) Single Interest Enterprise Agreement 2016-2020.

[1] An application has been made for approval of an enterprise agreement known as the *Victorian Public Health Sector (Health and Allied Services, Managers and Administrative Workers) Single Interest Enterprise Agreement 2016-2020* (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by Victorian Hospitals' Industrial Association. 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 Health Services Union of Australia (HSU) 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 15 December 2016. The nominal expiry date of the Agreement is 30 September 2020.



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**VICTORIAN PUBLIC HEALTH
SECTOR
(HEALTH AND ALLIED SERVICES,
MANAGERS AND ADMINISTRATIVE
WORKERS) SINGLE INTEREST
ENTERPRISE AGREEMENT
2016-2020**

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SECTION 1: COMMON TERMS

1. Agreement Title

This Agreement will be known as the Victorian Public Health Sector (Health and Allied Services, Managers and Administrative Workers) Single Interest Enterprise Agreement 2016-2020.

2. Contents – Section 1

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3. Arrangement of the Agreement

This Agreement is made up of:

- 1.1 Section 1 (Common Terms);
- 1.2 Section 2 (Health and Allied Services Employees and Dental Assistants); and
- 1.3 Section 3 (Managers and Administrative Workers).

4. Application of this Section

The terms and conditions contained in Section 1 of this Agreement apply equally to all Employees.

5. Incidence & Coverage

This Agreement covers:

- 5.1 the Employers;
- 5.2 all Employees;
- 5.3 the HWU if it is named by the Commission as a party covered by the Agreement.

6. Definitions

In this Section 1:

- 6.1 **Act** means the *Fair Work Act 2009* (Cth).
- 6.2 **Agreement** means the Victorian Public Health Sector (Health and Allied Services, Managers and Administrative Workers) Single Interest Enterprise Agreement 2016-2020.
- 6.3 **Commission** means the Fair Work Commission or any successor body.
- 6.4 **Employee** means a person employed by an Employer listed in Schedule A of this Section 1 who is employed in any of the classifications set out in this Agreement, other than employees employed solely or predominantly in the provision of public mental health services.
- 6.5 **Employer** means each organisation listed in Schedule A.
- 6.6 **HWU** means Health Services Union Victoria No 1 Branch, trading as the “Health Workers Union”.

7. Commencement Date and Period of Operation

- 7.1 This Agreement will come into effect seven days after the date of approval by the Commission.
- 7.2 This Agreement will nominally expire on 30 September 2020.
- 7.3 The Agreement will continue to operate after the nominal expiry date in accordance with the provisions of the Act.
- 7.4 The parties will, six (6) months prior to the nominal expiry date of this Agreement, endeavour to commence negotiations for a replacement Agreement provided that any claim made by any party during this period may not be supported by industrial action.

8. Relationship To Previous Industrial Instruments

This is a comprehensive agreement that operates to the exclusion of any award, workplace determination or other agreement which previously applied to Employees covered by this Agreement.

9. No Extra Claims

- 9.1 This Agreement is reached in full and final settlement of all matters subject to claims by either party and for the life of the Agreement no further claims will be made or supported by the parties covered by the Agreement.

- 9.2 Nothing in this clause is intended to be inconsistent with the Act or remove the ability for this Agreement to be varied in accordance with the Act.

10. Service Delivery Partnership Plan

- 10.1 The parties are committed to improving the productivity and efficiency of the Victorian public health in the following areas:
- (a) patient treatment times through flow improvements and discharge practices;
 - (b) patient safety through increased immunisation/vaccination rates;
 - (c) occupational health and safety interventions;
 - (d) best practice in addressing absenteeism;
 - (e) collaboration between the parties to reduce the environmental impact of health services;
 - (f) reducing disputation through joint education programs for managers and Employees with supervisory responsibilities;
 - (g) modernising the agreement through the development and implementation of common enterprise agreement clauses across agreements in the Victorian public health sector where possible; and
 - (h) jointly working to enable the Victorian health system to excel in meeting the National Safety and Quality Health Service Standards.
- 10.2 To facilitate the achievement of the above initiatives the parties agree to establish a Service Delivery Partnership Plan Working Group (**SDPPWG**) within six months of the agreement being approved by the Commission. The role of the SDPPWG will be to discuss, implement and monitor progress towards achieving the initiatives outlined in this clause.
- 10.3 The SDPPWG will comprise nominated representatives from the HWU, the Victorian Hospitals' Industrial Association and the Department of Health and Human Services (as required). The SDPPWG may, by agreement, establish sub-groups or delegate individual matters to a relevant health service(s) as required.
- 10.4 A dispute over the implementation of this clause will be dealt with through conciliation in accordance with the relevant dispute resolution procedure(s) under this Agreement.

SCHEDULE A – EMPLOYERS COVERED

- | | | |
|--|---|--|
| 1. Albury Wodonga Health (Wodonga Hospital only) | 32. Heathcote Health | 64. Rochester & Elmore District Health Service |
| 2. Alexandra District Hospital | 33. Hepburn Health Service | 65. Royal Children's Hospital |
| 3. Alfred Hospital | 34. Hesse Rural Health Service | 66. Royal Victoria Eye & Ear Hospital (The) |
| 4. Alpine Health | 35. Heywood Rural Health | 67. Royal Women's Hospital |
| 5. Austin Health | 36. Inglewood & District Health Service | 68. Rural Northwest Health |
| 6. Bairnsdale Regional Health Service | 37. Kerang District Health | 69. Seymour Health |
| 7. Ballarat Health Services | 38. Kilmore & District Hospital | 70. South Gippsland Hospital |
| 8. Barwon Health | 39. Kooweerup Regional Health Service | 71. South West Healthcare |
| 9. Bass Coast Regional Health | 40. Kyabram and District Health Service | 72. St Vincent's Hospital (Melbourne) Limited |
| 10. Beaufort and Skipton Health Service | 41. Kyneton District Health Service | 73. Stawell Regional Health |
| 11. Beechworth Health Service | 42. Latrobe Regional Hospital | 74. Swan Hill District Health |
| 12. Benalla Health Service | 43. Lorne Community Hospital | 75. Tallangatta Health Service |
| 13. Bendigo Health Care Group | 44. Maldon Hospital | 76. Terang & Mortlake Health Service |
| 14. Boort District Health | 45. Mallee Track Health & Community Service | 77. Timboon & District Health Care Service |
| 15. Calvary Health Bethlehem Hospital Ltd | 46. Mansfield District Hospital | 78. Upper Murray Health and Community Services |
| 16. Casterton Memorial Hospital | 47. Maryborough District Health Service | 79. West Gippsland Healthcare Group |
| 17. Castlemaine Health | 48. Melbourne Health | 80. West Wimmera Health Service |
| 18. Central Gippsland Health Service | 49. Mercy Public Hospitals Inc | 81. Western District Health Service |
| 19. Cobram District Hospital | 50. Mildura Base Hospital | 82. Western Health |
| 20. Cohuna District Hospital | 51. Monash Health | 83. Wimmera Health Care Group |
| 21. Colac Area Health | 52. Moyne Health Services | 84. Yarram & District Health Service |
| 22. Dental Health Services Victoria | 53. Nathalia District Hospital | 85. Yarrawonga District Health Service |
| 23. Djerrivarrh Health Services | 54. Northeast Health Wangaratta | 86. Yea and District Memorial Hospital |
| 24. Dunmunkle Health Service | 55. Northern Health | |
| 25. East Grampians Health Service | 56. Numurkah District Health Service | |
| 26. East Wimmera Health Service | 57. Omeo District Health | |
| 27. Eastern Health | 58. Orbost Regional Health | |
| 28. Echuca Regional Health | 59. Otway Health and Community Service | |
| 29. Edenhope & District Memorial Hospital | 60. Peninsula Health | |
| 30. Gippsland Southern Health Service | 61. Peter MacCallum Cancer Institute | |
| 31. Goulburn Valley Health | 62. Portland District Health | |
| | 63. Robinvale District Health Service | |

SCHEDULE B – SIGNATORIES

Executed as an agreement

Executed by the Victorian Hospitals' Industrial Association by its duly appointed officer on behalf of the Employers listed in Schedule A of Section 1:

In the presence of:



Stuart McCullough
Chief Executive Officer
Victorian Hospitals' Industrial Association

88 Maribyrnong Street
Footscray VIC 3011

Date: 24/11/2016



Witness (signature)

Michele Salmon
Name of witness (print)

Executed by the Health Services Union by its duly appointed officer:



DIANA ASMAR

Secretary – Health Services Union Victoria No 1
Branch trading as the 'Health Workers Union'

222 Kings Way
South Melbourne VIC 3205

Date: 23/11/2016

In the presence of:



Witness (signature)

David Eden
Name of witness (print)

SECTION 2: HEALTH AND ALLIED SERVICES EMPLOYEES AND DENTAL ASSISTANTS

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PART A – GENERAL TERMS

1. Application of Section 2

- 1.1 The terms of Section 2 of this Agreement are additional terms specific to Health and Allied Services Employees and Dental Assistants (as defined below).
- 1.2 For the avoidance of doubt, all entitlements and terms contained in Section 2 of this Agreement have no application to Managers and Administrative Workers (as defined in Section 3).
- 1.3 References to clause numbers in this section refer to the applicable clause within this Section.

2. Definitions

In this Section 2:

- 2.1 **Act** means the *Fair Work Act 2009* (Cth).
- 2.2 **Adoption** includes the placement of a child under a permanent care order.
- 2.3 **Agreement** means the Victorian Public Health Sector (Health and Allied Services, Managers and Administrative Workers) Single Interest Enterprise Agreement 2016-2020.
- 2.4 **AIC** means the applicable agreement implementation committee continuing or established under subclause 90.10.
- 2.5 **Base rate of pay** means the rate of pay payable to an Employee in accordance with Schedule 2B for his or her ordinary hours of work, but not including any incentive-based payments and bonuses, loadings, allowances, overtime, penalty rates or any other separately identifiable amounts.
- 2.6 **Commission** means the Fair Work Commission or any successor body.
- 2.7 **De facto partner**, in relation to an Employee, means: a person who, although not married to the Employee, lives with them in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and includes a former de facto of the Employee.
- 2.8 **Dental Assistant** means an Employee classified in accordance with **Part 2 of Schedule 2D** of this Agreement, and paid pursuant to Part 2 of Schedule 2B.
- 2.9 **Department Head** means a person responsible for a department or section of the hospital or health service covered by this Agreement.
- 2.10 **Department** refers to Employees within a department who are covered by this Agreement.
- 2.11 **Designated Work Group** means a group of Employees within a workplace that are entitled to elect an HSR in accordance with the OHS Act.
- 2.12 **DHHS** means the Department of Health and Human Services.

- 2.13** **DHSV** means Dental Health Services Victoria.
- 2.14** **Divisional Director** means a person appointed as such by the Employer.
- 2.15** **Employee** means a person employed by an Employer listed in Schedule A of this Agreement who is employed in any of the classifications set out in this Agreement, other than employees employed solely or predominantly in the provision of public mental health services.
- 2.16** **Employer** means each organisation listed in Schedule A of this Agreement.
- 2.17** **Employer organisation** means an organisation of Employers, which would specifically include the VHIA.
- 2.18** **Experience** means experience at any such work in any workplace subject to this Agreement within the last five (5) years, excluding any unpaid leave.
- 2.19** **FFPPOA** means first full pay period on or after.
- 2.20** **Health and Allied Services Employee** means an Employee classified in accordance with Part 1 of Schedule 2D of this Agreement, and paid pursuant to Part 1 of Schedule 2B.
- 2.21** **HSR** means an Employee elected to the position of Occupational Health and Safety Representative of a Designated Work Group in accordance with the OHS Act.
- 2.22** **HWU Delegate** has the same meaning as HWU Representative or Job Representative.
- 2.23** **Immediate family** means a spouse, former spouse, de facto partner, former de facto partner, child including adopted child, step child and ex-nuptial child, parent, grandparent, grandchild or sibling of the Employee; and a child, step child and ex-nuptial child, parent grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.
- 2.24** **Medical certificate** means a certificate from a medical practitioner.
- 2.25** **Medical practitioner** means a person registered as a medical practitioner by the Medical Board of Australia.
- 2.26** **Modern Award** means the Health Professionals and Support Services Award 2010.
- 2.27** **National Employment Standards** or **NES** means Part 2-2 of the Act as amended from time to time.
- 2.28** **OHS Act** means the *Occupational Health and Safety Act 2004 (Vic)* as varied from time to time, or any successor to that Act.
- 2.29** **Party** means the Employer, Employees and the HWU who are covered by this Agreement.
- 2.30** **PMU** means power mass units, as stated on the certificate of registration for a motor vehicle.
- 2.31** **School age**, in relation to a child, means the age at which the child is required by law to attend school.

- 2.32 Spouse** includes a former spouse.
- 2.33 Union** or **HWU** means Health Services Union Victoria No 1 Branch, trading as the Health Workers Union (HWU).
- 2.34 VHIA** means the Victorian Hospitals' Industrial Association.
- 2.35 WIRC Act** means the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic), or if applicable in the particular situation the *Accident Compensation Act 1985* (Vic) or the *Workers Compensation Act 1958* (Vic).
- 2.36 2011 Agreement** means the Victorian Public Health Sector (Health Professionals, Health and Allied Services, Managers & Administrative Officers) Multiple Enterprise Agreement 2011-2015 (AE896737-2).

3. Anti-Discrimination

- 3.1** It is the intention of the parties covered by this Agreement to achieve the principal object in section 3(e) of the Act through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 3.2** Accordingly, in fulfilling their obligations under the procedures in clause 7 (Dispute Resolution Procedure), the parties covered by this Agreement must make every endeavour to ensure that neither the provisions nor their operation are unlawfully discriminatory in their effects.
- 3.3** Nothing in this clause is to be taken to affect:
- (a) any different treatment (or treatment having different effects) which is specifically exempted under applicable anti-discrimination legislation;
 - (b) an Employee, Employer or registered organisation pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Australian Human Rights Commission; or
 - (c) any exemptions provided under the Act.

4. Multi-cultural awareness

- 4.1** Victoria is a diverse and multicultural community, which is reflected in the patients and employees of health services.
- 4.2** The parties are committed to a workplace and society free from cultural insensitivity.
- 4.3** To this end, to prevent cultural misunderstandings and foster more harmonious workplaces that are sensitive to the needs of our diverse community, the parties agree to increased awareness of Employees in cultural customs and cross-cultural communication.

5. Individual Flexibility Arrangement

- 5.1** An Employee and the Employer may enter into an individual flexibility arrangement pursuant to this clause in order to meet the genuine needs of the Employee and Employer. An individual flexibility arrangement must be genuinely agreed to by the Employee and Employer.
- 5.2** An individual flexibility arrangement may vary the effect of one or more of the following terms of this enterprise agreement:
- (a) arrangements for when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances; and
 - (e) leave loading.
- 5.3** An Employee may nominate a representative to assist in negotiations for an individual flexibility arrangement.
- 5.4** The Employer must ensure that any individual flexibility arrangement will result in the Employee being better off overall than the Employee would have been if no individual flexibility arrangement were agreed to.
- 5.5** The Employer must ensure that an individual flexibility arrangement is in writing and signed by the Employee and Employer. If the Employee is under 18 the arrangement must also be signed by a parent or guardian of the Employee.
- 5.6** The Employer must give a copy of the individual flexibility arrangement to the Employee within 14 days after it is agreed to.
- 5.7** The Employer must ensure that any individual flexibility arrangement sets out:
- (a) the terms of this enterprise agreement that will be varied by the arrangement;
 - (b) how the arrangement will vary the effect of the terms;
 - (c) 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
 - (d) the day on which the arrangement commences.
- 5.8** The Employer must ensure that any individual flexibility arrangement:
- (a) is about matters that would be permitted matters under section 172 of the Act if the arrangement were an enterprise agreement;
 - (b) does not include any term that would be an unlawful term under section 194 of the Act if the arrangement were an enterprise agreement; and
 - (c) provides for the arrangement to be terminated:

- (d) by either the Employee or Employer giving a specified period of written notice, with the specified period being not more than 28 days; and
- (e) at any time by written agreement between the Employee and Employer.

5.9 An individual flexibility arrangement may be expressed to operate for a specified term or while the Employee is performing a specified role (such as acting in a specified higher position). Such an arrangement will terminate on expiry of the specified term or when the Employee ceases to perform the specified role unless terminated earlier on notice or by agreement.

PART B – CONSULTATION, DISPUTE RESOLUTION AND DISCIPLINE

6. Consultation

Nothing in this clause limits the Employer's obligations to consult with HSRs under the OHS Act.

6.1 Consultation regarding major change

- (a) Where an Employer proposes a major workplace change that may have a significant effect on an Employee or Employees, the Employer will consult with the affected Employee/s, the HWU, and the Employee's other chosen representative (where relevant) before any proposed change occurs.
- (b) Workplace change includes (but is not limited to) technological change.
- (c) Consultation will include those who are absent (including on workers' compensation or parental leave).
- (d) The Employer will take reasonable steps to ensure Employees, HSRs (where relevant) and the HWU can participate effectively in the consultation process.

6.2 Definitions

Under this clause 6:

- (a) **Consultation** means a genuine opportunity to influence the decision maker, but not joint decision making. It is not merely an announcement as to what is about to happen.
- (b) **Affected employee** means an Employee on whom a major workplace change may have a significant effect.
- (c) **Major change** means a change in the Employer's program, production, organisation, physical workplace, workplace arrangements, structure or technology that is likely to have a significant effect on Employees.
- (d) **Significant effect** includes but is not limited to:
 - (i) termination of employment;
 - (ii) changes in the size, composition or operation of the Employer's workforce (including from outsourcing) or skills required;
 - (iii) alteration of the number of hours worked and/or reduction in remuneration;
 - (iv) changes to an Employee's classification, position description, duties or reporting lines;
 - (v) the need for retraining or relocation/redeployment/transfer to another site or to other work;

- (vi) removal of an existing amenity;
 - (vii) the removal or reduction of job opportunities, promotion opportunities or job tenure.
- (e) **Measures to mitigate or avert** may include but are not limited to:
- (i) redeployment;
 - (ii) retraining;
 - (iii) salary maintenance;
 - (iv) job sharing; and / or
 - (v) maintenance of accruals.

6.3 Consultation Steps and Indicative reasonable timeframes

- (a) Consultation includes the steps set out below.
- (b) Timeframes for each step must allow a party to consultation (including a representative) to genuinely participate in an informed way having regard for all the circumstances including the complexity of the change proposed, and the need for Employees and their representative to meet with each other and consider and discuss the Employer’s proposal.
- (c) The following table makes clear the relevant steps and indicative timeframes for the consultation process.

Step	Action	Timeframe
1.	Employer provides change impact statement and other written material required by subclause 6.4	
2.	Written response from Employees and / or HWU	14 days of step 1
3.	Consultation Meeting/s convened	7-14 days of step 2
4.	Further Employer response (where relevant)	After the conclusion of step 3
5.	Alternative proposal from Employees or HWU	14 days of step 4
6.	Employer to consider alternative proposal/s consistent with the obligation to consult and, if applicable, to arrange further meetings with Employees or HWU prior to advising outcome of consultation	14 days of step 5

6.4 Change Impact Statement (Step 1)

Prior to consultation required by this clause, the Employer will provide affected Employee/s and the HWU with a written Change Impact Statement setting out all relevant information including:

- (a) the details of proposed change;
- (b) the reasons for the proposed change;
- (c) the possible effect on Employees of the proposed change on workload and other occupational health and safety impacts;
- (d) where occupational health and safety impacts are identified, a risk assessment of the potential effects of the change on the health and safety of Employees, undertaken in consultation with HSRs, and the proposed mitigating actions to be implemented to prevent such effects;
- (e) the expected benefit of the change;
- (f) measures the Employer is considering that may mitigate or avert the effects of the proposed change;
- (g) the right of an affected Employee to have a representative including a HWU representative at any time during the change process; and
- (h) other written material relevant to the reasons for the proposed change (such as consultant reports), excluding material that is commercial in confidence or cannot be disclosed under the *Health Services Act 1988* or other legislation.

6.5 Employee / HWU response (step 2)

Following receipt of the change impact statement, affected Employees and / or the HWU may respond in writing to any matter arising from the proposed change.

6.6 Meetings (step 3)

- (a) As part of consultation, the Employer will meet with the Employee/s, the HWU and other nominated representative/s (if any) to discuss:
 - (i) the proposed change;
 - (ii) proposals to mitigate or avert the impact of the proposed change;
 - (iii) any matter identified in the written response from the affected Employees and / or the HWU.
- (b) To avoid doubt, the 'first meeting' at step 3 does not limit the number of meetings for consultation.

6.7 Employer response (step 4)

The Employer will give prompt and genuine consideration to matters arising from consultation and will provide a written response to the Employees, the HWU and (where relevant) other representative/s.

6.8 Alternative proposal (step 5)

The affected Employee/s, the HWU and other representative (where relevant) may submit alternative proposal(s) which will take into account the intended objective and benefits of the proposal. Alternative proposals should be submitted in a timely manner so that unreasonable delay may be avoided.

6.9 Outcome of consultation (step 6)

The Employer will give prompt and genuine consideration to matters arising from consultation, including an alternative proposal submitted under sub-clause 6.8, and will advise the affected Employees, the HWU and other nominated representatives (if any) in writing of the outcome of consultation including:

- (a) whether the Employer intends to proceed with the change proposal;
- (b) any amendment to the change proposal arising from consultation;
- (c) details of any measures to mitigate or avert the effect of the changes on affected Employees; and
- (d) a summary of how matters that have been raised by Employees, the HWU and their representatives, including any alternative proposal, have been taken into account.

6.10 Consultation about changes to rosters or hours of work

- (a) Where an Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee or Employees affected and their representatives, if any, about the proposed change.
- (b) The Employer must:
 - (i) consider health and safety impacts including fatigue;
 - (ii) provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (iii) invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iv) give consideration to any views about the impact of the proposed change that is given by the Employee or Employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic, unpredictable working hours, self-rostering or, where permitted, a rotating roster.
- (d) These provisions are to be read in conjunction with the terms of the engagement between the Employer and Employee, other Agreement provisions concerning the scheduling of work and notice requirements.

6.11 Consultation disputes

Any dispute regarding the obligations under this clause will be dealt under the Dispute Resolution Procedure at clause 7.

7. Dispute Resolution Procedure

7.1 Resolution of disputes and grievances

- (a) For the purpose of this clause 7, a dispute includes a grievance.
- (b) This dispute resolution procedure will apply to any dispute arising in relation to:
 - (i) this Agreement;
 - (ii) the NES;
 - (iii) a request for an additional 12 months parental leave; or
 - (iv) a request for flexible working arrangements.
- (c) A party to the dispute may choose to be represented at any stage by a representative including the HWU or employer organisation. A representative, including the HWU or employer organisation on behalf of an Employer, may initiate a dispute.

7.2 Obligations

- (a) The parties to the dispute and their representatives must genuinely attempt to resolve the dispute through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.
- (b) While the dispute resolution procedure is being conducted work will continue normally according to the usual practice that existed before the dispute, until the dispute is resolved.
- (c) This requirement does not apply where an Employee:
 - (i) has a reasonable concern about an imminent risk to his or her health or safety;
 - (ii) has advised the Employer of the concern; and
 - (iii) has not unreasonably failed to comply with a direction by the Employer to perform other available work that is safe and appropriate for the Employee to perform.
- (d) No party to a dispute or person covered by the Agreement will be prejudiced with respect to the resolution of the dispute by continuing work under this clause.

7.3 Dispute settlement facilitation

- (a) Where the chosen representative is another Employee of the Employer, that Employee will be released by the Employer from normal duties as is

reasonably necessary to enable them to represent the Employee/s including:

- (i) investigating the circumstances of the dispute; and
 - (ii) participating in the processes to resolve the dispute, including conciliation and arbitration.
- (b) An Employee who is part of the dispute will be released by the Employer from normal duties as is reasonably necessary to enable them to participate in this dispute settling procedure so long as it does not unduly affect the operations of the Employer.

7.4 Discussion of dispute at workplace

- (a) The parties will attempt to resolve the dispute at the workplace as follows:
- (i) in the first instance by discussions between the Employee/s and the relevant supervisor; and
 - (ii) if the dispute is still unresolved, by discussions between the Employee/s and more senior levels of local management.
- (b) The discussions at subclause 7.4(a) will take place within fourteen days or such longer period as mutually agreed save that agreement will not be unreasonably withheld.
- (c) If a dispute cannot be resolved at the workplace it may be referred by a party to the dispute or representative to Commission for conciliation and, if the matter in dispute remains unresolved, arbitration.

7.5 Disputes of a collective character

Disputes of a collective character may be dealt with more expeditiously by an early reference to the Commission. However, no dispute of a collective character may be referred to the Commission directly without a genuine attempt to resolve the dispute at the workplace level.

7.6 Conciliation

- (a) Where a dispute is referred for conciliation, the Commission member will do everything the member deems right and proper to assist the parties to settle the dispute.
- (b) Conciliation before the Commission is complete when:
- (i) the parties to the dispute agree that it is settled; or
 - (ii) the Commission member conducting the conciliation, either on their own motion or after an application by a party, is satisfied there is no likelihood that further conciliation will result in settlement within a reasonable period; or
 - (iii) the parties to the dispute inform the Commission member there is no likelihood the dispute will be settled and the member does not have substantial reason to refuse to regard conciliation as complete.

7.7 Arbitration

- (a) If, when conciliation is complete, the dispute is not settled, either party may request the Commission proceed to determine the dispute by arbitration.
- (b) The Commission member that conciliated the dispute will not arbitrate the dispute if a party objects to the member doing so.
- (c) Subject to subclause 7.7(d) below, a decision of the Commission is binding upon the persons covered by this Agreement.
- (d) An appeal lies to a Full Bench of the Commission, with the leave of the Full Bench, against a determination of a single member of the Commission made pursuant to this clause.

7.8 Conduct of matters before the Commission

Subject to any agreement between the parties to the dispute in relation to a particular dispute or grievance and the provisions of this clause, in dealing with a dispute or grievance through conciliation or arbitration, the Commission will conduct the matter in accordance with sections 577, 578 and Subdivision B of Division 3 of Part 5-1 of the Act.

8. Discipline

8.1 Application

- (a) Where an Employer has concerns about:
 - (i) the conduct of an Employee; or
 - (ii) a performance issue that may constitute misconduct,the following procedure will apply.
- (b) There are two steps in a disciplinary process under this clause as follows:
 - (i) investigative procedure; and
 - (ii) disciplinary procedure.
- (c) An Employee will be provided a reasonable opportunity to be represented at any time (including by the HWU) with respect to all matters set out in this clause.

8.2 Definitions

- (a) **Performance** means the manner in which the Employee fulfils his or her job requirements. The level of performance is determined by an Employee's knowledge, skills, qualifications, abilities and the requirements of the role.
- (b) **Conduct** means the manner in which the Employee behaviour impacts on their work.
- (c) **Misconduct** means an Employee's intentional or negligent failure to abide by or adhere to the standards of conduct expected by the

Employer. A performance issue can be considered misconduct where, despite all reasonably practicable interventions by the Employer, the Employee is unable to fulfil all or part of their job requirements to a satisfactory level.

- (d) **Serious misconduct** is as defined under the Act and that is both wilful and deliberate. Currently the Act defines serious misconduct, in part, as:
- (i) wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment;
 - (ii) conduct that causes serious and imminent risk to:
 - A. the health or safety of a person; or
 - B. the reputation, viability or profitability of the employer's business.

Conduct that is serious misconduct includes each of the following:

- (iii) the Employee, in the course of the Employee's employment, engaging in:
 - A. theft; or
 - B. fraud; or
 - C. assault;
 - (iv) the Employee being intoxicated at work;
 - (v) the Employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.
- (e) Subclauses 8.2(d)(iii)-(v) do not apply if the Employee is able to show that, in the circumstances, the conduct engaged in by the Employee was not conduct that made employment in the period of notice unreasonable.

8.3 Investigative procedure

- (a) The purpose of an investigative procedure is to conclude whether, on balance, concerns regarding conduct or performance are well-founded and supported by evidence. An investigation procedure must be fair including proper regard to procedural fairness.
- (b) The Employer will:
 - (i) advise the Employee of the concerns and allegations in writing;
 - (ii) provide the Employee with those relevant details of the Employer concerns and allegations to enable the Employee to respond;
 - (iii) ensure the Employee is provided a reasonable opportunity to answer any concerns including a reasonable time to respond;
 - (iv) advise the Employee of their right to have a representative, including a HWU representative;
 - (v) ensure that the reason for any interview is explained; and

- (vi) take reasonable steps to investigate the Employee's response.

8.4 Disciplinary procedure

- (a) The disciplinary procedure applies if, following the investigation, the Employer reasonably considers that the Employee's conduct or performance may warrant disciplinary steps being taken.
- (b) The Employer will:
 - (i) notify the Employee in writing of the outcome of the investigation process, including the basis of any conclusion; and
 - (ii) meet with the Employee.
- (c) In considering whether to take disciplinary action, the Employer will consider:
 - (i) whether there is a valid reason related to the conduct or performance of the Employee arising from the investigation justifying disciplinary action;
 - (ii) whether the Employee knew or ought to have known that the conduct or performance was below acceptable standards; and
 - (iii) any explanation by the employee relating to conduct including any matters raised in mitigation.

8.5 Possible outcomes

- (a) Where it is determined that after following the procedures in this clause that disciplinary action is warranted, the Employer may take any of the following steps depending on the seriousness of the conduct or performance:
 - (i) counsel the Employee, with the counselling recorded on the Employee's personnel file. Before issuing a warning it is anticipated that constructive counselling will be undertaken with the Employee where appropriate to assist the Employee to rectify the problem at an early stage to reinforce/set appropriate performance standards;
 - (ii) give the Employee a first warning, which will be verbal and a record of the warning recorded on the Employee's personnel file;
 - (iii) give the Employee a second written warning in the event that the Employee has previously been given a first warning within the previous 12 months for that course of conduct;
 - (iv) give the Employee a final written warning in the event that the Employee has previously been given a second written warning within the preceding 12 month period for that course of conduct;
 - (v) terminate the Employee's employment on notice in the case of an employee who repeats a course of conduct for which a final warning was given in the preceding 12 months;

- (vi) terminate the Employee's employment without notice where the conduct is serious misconduct within the meaning of the Act that is wilful and deliberate; or
 - (vii) as an alternative to termination for serious misconduct (under subclause 8.5(a)(vi), the Employer may issue the Employee with a warning. This does not affect the Employer's right to terminate the Employee's employment where a further act of serious misconduct occurs.
- (b) The Employer's decision and a summary of its reasons will be notified to the Employee in writing.
 - (c) If after any warning, a period of 12 months elapses without any further warning being required, all adverse reports relating to the warning must be removed from the Employee's personnel file.
 - (d) A dispute over the clause is to be dealt with in accordance with the Dispute Resolution Procedure.

9. Performance Management (DHSV)

This clause only applies to Dental Assistants employed by DHSV.

- 9.1** The Employer applies a Performance Management Process in respect of full time and regular part-time Employees.
- 9.2** The Employer and Employees are committed to improved productivity, workplace skills, and effectiveness and Employee motivation. To this end, Dental Assistants employed under this Agreement agree to participate in the Employer's performance management system. This includes, but is not limited to, the use of work performance plans.

PART C- TYPE OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

10. Types of Employment

- 10.1** Employees under this Agreement may be employed in any one of the following employment categories:
- (a) full-time employment;
 - (b) regular part-time employment; or
 - (c) casual employment.
- 10.2** At the time of engagement an Employer will inform each Employee of the terms of their engagement, and in particular whether they are to be full-time, regular part-time or casual.

11. Secure Employment

- 11.1** The Employer acknowledges the positive impact that secure employment has on employees and the provision of quality services to the Victorian community.
- 11.2** The Employer will give preference for ongoing forms of employment over casual and fixed term arrangements wherever possible.

12. Full-Time Employment

- 12.1** A full-time Employee is one who is ready, willing and available to work a full week of 38 hours, or an average of 38 hours as per clause 59 (Hours of Work) at the times and during the hours that are mutually agreed upon, or in the absence of such agreement, as prescribed by the Employer.
- 12.2** Subject to the provisions of clause 59 (Hours of Work) a full-time Employee will be paid the full weekly wage for their classification irrespective of the number of hours worked not exceeding 38, or an average of 38 per week.

13. Regular Part-Time Employment

See also clause 60 – Minimum Engagement.

- 13.1** The Employer may employ regular part-time Employees in any classification covered by the Agreement.
- 13.2** A regular part-time Employee is one who:
- (a) works less than full-time hours per week (or fortnight);
 - (b) has reasonably predictable hours of work; and
 - (c) receives, on a pro-rata basis, equivalent pay and conditions to those of full-time Employees who do the same kind of work.

- 13.3** At the time of engagement, the Employer and regular part-time Employee will agree in writing on the following matters:
- (a) a regular pattern of work (including rotating rosters), specifying at least the hours worked each day;
 - (b) which days of the week the Employee will work; and
 - (c) the actual starting and finishing times each day.
- 13.4** Any agreed variation to the regular pattern of work will be recorded in writing.
- 13.5** Regular part-time Employees will be paid 1/38th of the weekly wage rate for their classification pursuant to Schedule 2B. All leave entitlements will accrue on a pro-rata basis.
- 13.6** An Employee who does not meet the definition of a regular part-time Employee and who is not full-time will be paid as a casual Employee in accordance with clause 15 (Casual Employment).
- 13.7** Payment in respect of any period of personal leave (where an Employee has an accumulated entitlement) will be on a pro-rata basis made according to the number of hours the Employee would have worked on the day or days on which the leave was taken so as not to reduce the Employee's wage below the level that the Employee would have received had they not been absent.
- 13.8** The payment or deduction of payment in lieu of notice of termination of employment will be calculated on a pro-rata basis.
- 13.9** Any period of annual leave, long service leave and personal leave to which an Employee is entitled will accrue on a pro-rata basis according to the number of hours worked on average over the past twelve months or as required under the NES (whichever is greater).
- 13.10** Subject to the foregoing provisions of this clause, all the provisions of the Agreement will apply to regular part-time Employees.
- 13.11** Notwithstanding the above, a part-time Employee who is employed on a regular basis for four hours or less per week will be paid according to clause 15 (Casual Employment).

14. Part-Time Review of Hours

- 14.1** Where over a period of 52 weeks or more a part-time Employee regularly and systematically works more than their contracted hours, the Employer or the Employee may request in writing a contract reflecting that the Employee's hours have increased on a permanent basis. Such a request will not be unreasonably refused by either party.
- 14.2** An Employee will not be considered to be regularly and systematically rostered if the shifts the Employee has been working are replacing an absent Employee (for example parental leave, long service leave, workers' compensation or personal leave) or a temporary flexible work arrangement.

- 14.3** A written response will be provided no later than 21 days from the date of a request (by either an Employee or Employer). Where the request is refused, the written response will include reasons for the refusal. Where the Employer makes the request under subclause 14.1, at the time of making the request the Employer will also notify the Employee in writing of their obligations under this subclause
- 14.4** Where such a conversion occurs, the Employee will be provided with a Letter of Appointment setting out the revised employment arrangements.

15. Casual Employment

See also clause 60 – Minimum Engagement.

- 15.1** A casual Employee is one who is engaged in relieving work or work of a casual nature and whose employment is terminable without notice by the Employer, in accordance with their requirements, or by the Employee.
- 15.2** Casual Employees will be paid an amount equal to 1/38th of the weekly wage rate for their classification per hour plus:
- (a) a 25% loading for work performed on week days;
 - (b) a 75% loading for work performed on Saturdays, Sundays and Public Holidays.
- 15.3** A casual Employee will be entitled to receive the appropriate uniform and other allowances.
- 15.4** The provisions of:
- (a) clause 69 (Overtime);
 - (b) clause 83 (Public Holidays);
 - (c) clause 74(Annual Leave);
 - (d) clause 76 (Personal/Carer's Leave);
 - (e) clause 77 (Compassionate Leave);
 - (f) clause 80 (Parental Leave); and
 - (g) any other clause which expressly states that it does not apply to casual Employees
- will not apply to casual Employees, except where the relevant clause expressly provides entitlements for casual Employees.
- 15.5** In addition to sub-clause 15.4above, clause 82 (Long Service Leave) does not apply to casual Dental Assistants employed by DHSV or Ballarat Health Service.

16. Casual Conversion

- 16.1** Where a casual Employee has worked shifts on a regular and systematic basis over a period of 26 weeks or more, the Employer and the Employee recognise that the Employee may be more properly classified as part-time or full-time.
- 16.2** An Employee will not be considered to be rostered on a regular and systematic basis where the shifts the Employee has been working are replacing an Employee on an absence (including but not limited to parental leave, long service leave, workers compensation leave and personal leave) or a temporary flexible work arrangement.
- 16.3** Either the Employer or the Employee may request in writing the conversion of the Employee to full-time or part-time employment (whichever is applicable) and such a request will not be unreasonably refused by either party.
- 16.4** A written response will be provided no later than 21 days from the date of a request (by either an Employee or Employer). Where the request is refused, the written response will include reasons for the refusal. Where the Employer makes the request under subclause 16.3, at the time of making the request the Employer will also notify the Employee in writing of their obligations under this subclause 16.4.
- 16.5** Where an Employee converts from casual to full or part-time employment, the Employee's minimum weekly hours will be those worked on a regular and systematic basis as described in subclauses 16.1 and 16.2 above, and the provisions of clause 12 (Full-time Employment) or 13 (Regular Part-Time Employment) (whichever is relevant) will apply.
- 16.6** Where such a conversion occurs, the Employee will be provided with a Letter of Appointment setting out the revised employment arrangements, acknowledging any period/s of casual employment with the Employer.

17. Fixed Term Employment

- 17.1** A fixed term Employee is one who is engaged on a full-time or regular part-time basis for a fixed period of time and who is ready, willing and available to work the hours and the times that are mutually agreed or, in the absence of agreement, as prescribed by the Employer at the time of engagement.
- 17.2** In the case of Employees other than Dental Assistants employed by DHSV or Ballarat Health Service, fixed term employment can only be offered for true fixed term arrangements, including but not limited to:
- (a) special projects;
 - (b) parental leave relief; and
 - (c) long service leave relief.
- 17.3** In the case of Employees classified as Dental Assistants employed by DHSV or Ballarat Health Service it is the intention of the Employer to limit the use of fixed term employment to cover specified absences (e.g. maternity leave) or for specified project activity or unusual or unexpected increases in workload. Where practicable, employment will be ongoing. Fixed term employment will be limited to a period of time not exceeding 12 months.

18. Notice of Termination - Employer

18.1 The Employer must not terminate an Employee’s employment unless they have given the Employee written notice of the day of the termination (which cannot be before the day the notice is given).

18.2 Employees (other than Dental Assistants employed by DHSV or Ballarat Health Service)

(a) In order to terminate the employment of an Employee (other than Dental Assistants employed by DHSV or Ballarat Health Service), the Employer must give the minimum period of notice based on the Employee’s period of continuous service with the Employer up to the end of the day the notice is given, as follows:

Period of continuous service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

(b) The period of notice in subclause 18.2(a) will be increased by one week if the Employee is over 45 years of age and has completed at least 2 years continuous service with the Employer at the end of the day the notice is given.

18.3 Dental Assistants employed by DHSV or Ballarat Health Service

(a) In order to terminate the employment of a Dental Assistant employed by DHSV or Ballarat Health Service, the Employer must give four week’s written notice, or pay four week’s wages in lieu of notice.

(b) The period of notice in subclause 18.3(a) will be increased by one week if the Employee is over 45 years of age and has completed at least 2 years continuous service with the Employer at the end of the day the notice is given.

18.4 Notwithstanding subclause 18.3(a), a full-time or part-time Employee who has not more than 1 year’s continuous service may terminate their employment or be terminated with one week’s notice, or payment in lieu thereof.

18.5 For the purposes of this clause:

(a) a period of service by an Employee with an Employer is a period during which the Employee is Employed by the Employer, but not including any period of unauthorised absence; and

- (b) a period of unauthorised absence does not break an Employee's continuous service with an Employer, but is not to be counted towards the length of the Employee's continuous service.
- 18.6** A transferring Employee's period of continuous service includes each period of continuous service of the Employee with an old Employer in the business being transferred (whether or not the old Employer was previously a new Employer in connection with the business). However, the Employee's continuous service with an old Employer is disregarded so far as the Employee had previously received notice of termination, or payment in lieu of such notice, in respect of that service.
- 18.7** The Employer must not terminate the Employee's employment unless:
 - (a) the time between giving the notice and the day of the termination is at least the period (the minimum period of notice) worked out under subclause 18.2, 18.3 or 18.4, as applicable; or
 - (b) the Employer has paid the Employee payment in lieu of notice of at least the amount the Employer would have been liable to pay the Employee at the full rate of pay for the hours he or she would have worked had the employment continued until the end of the minimum period of notice;
 - (c) provided that the employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- 18.8** Notice of termination will not apply in the case of dismissal for serious and wilful misconduct.
- 18.9** Where an Employer has given notice of termination to an Employee, the Employee will be allowed up to the equivalent of one days' time off without loss of pay for the purpose of seeking other employment. The time off will be taken at times that are convenient to the Employee, following consultation with the Employer.

19. Notice of Termination - Employee

- 19.1** The notice of termination required by an Employee is:
 - (a) two (2) weeks' notice for Health and Allied Services Employees (other than Dental Assistants employed by DHSV or Ballarat Health Service);
 - (b) four (4) weeks' notice for Dental Assistants employed by DHSV or Ballarat Health Service.
- 19.2** For Dental Assistants employed by DHSV or Ballarat Health Service, the period of notice may be reduced by mutual agreement. Where a terminating Employee applies for a reduced notice period, the Employer will not unreasonably withhold their agreement.
- 19.3** If an Employee fails to give the notice specified in subclause 19.1 the Employer has the right to withhold monies due to the Employee to a maximum amount equal to the amount the Employee would have received under clause 19.1.

20. Redundancy and Associated Entitlements

20.1 Arrangement

This clause is arranged as follows:

- (a) Arrangement (subclause 20.1),
- (b) Definitions (subclause 20.2),
- (c) Redeployment (subclause 20.3),
- (d) Support to Affected Employees (subclause 20.4),
- (e) Salary maintenance (subclause 20.5),
- (f) Relocation (subclause 20.6),
- (g) Employment terminates due to redundancy (subclause 20.7), and
- (h) Exception to application of Victorian Government's policy with respect to severance pay (subclause 20.8)

20.2 Definitions

- (a) **Affected Employee** for this clause 20 means an Employee whose role will be redundant.
- (b) **Comparable role** means an on-going role that:
 - (i) is the same occupation as that of the Affected Employee's redundant position or if not, is in an occupation acceptable to the Affected Employee; and
 - (ii) is any of the following:
 - A. a position that the Affected Employee is qualified to undertake; or
 - B. a position that with the reasonable support described at 20.3(g), the Affected Employee could undertake; and
 - (iii) is the same grade as the Affected Employee's redundant position;
 - (iv) takes into account the number of ordinary hours normally worked by the Affected Employee;
 - (v) is a Reasonable Distance from the Affected Employee's current work location;
 - (vi) takes the Affected Employee's personal circumstances, including family responsibilities, into account; and
 - (vii) takes account of health and safety considerations.
- (c) **Consultation** is as defined at clause Error! Reference source not found. (Consultation) of this Agreement.
- (d) **Continuity of Service** means that the service of the Employee is treated as unbroken and that the cap on the transfer of personal leave at

subclause 76.11 does not apply. However, continuity of service is not broken where an Employer pays out accrued annual leave or long service leave upon termination in accordance with this Agreement.

- (e) Reasonable Distance means a distance that has regard to the Employee's original work location, current home address, capacity of the Employee to travel, additional travelling time, effects on the personal circumstances of the affected Employee, including family commitments and responsibilities and other matters raised by the Employee, or assistance provided by their Employer.
- (f) Redeployment period means a period of 13 weeks from the time the Employer notifies the Affected Employee in writing that consultation under clause 6 (Consultation) is complete and that the redeployment period has begun.
- (g) Redundancy means the Employer no longer requires the Affected Employee's job to be performed by anyone because of changes in the operational requirements of the Employer's enterprise.
- (h) Relocation means an Affected Employee is required to move to a different campus as a result of an organisational change on either a temporary or permanent basis.
- (i) Salary maintenance means an amount representing the difference between what the Affected Employee was paid immediately prior to the Affected Employee's role being made redundant (taking into account the Employee's average earnings over the previous 12 months or shorter period where there has been a variation in the Employee's contracted hours) and the amount paid in the Affected Employee's new role following redeployment.

20.3 Redeployment

- (a) An Affected Employee whose role will be redundant will be considered for redeployment during the redeployment period.

- (b) Employee to be advised in writing

The Affected Employee must be advised in writing of:

- (i) the date the Affected Employee's role is to be redundant,
- (ii) details of the redeployment process,
- (iii) the reasonable support that will be provided in accordance with subclause 20.3(g), and
- (iv) the Affected Employee's rights and obligations.

- (c) Employer obligations

The Employer will:

- (i) make every effort to redeploy the Affected Employee to a Comparable Role in terms of classification, grade and income, including appointing a case manager to provide the Affected

Employee with support and assistance (including assistance with compiling a CV / resume and undertaking employment search activities such as interview preparation); and

- (ii) take into account the personal circumstances of the Affected Employee, including family commitments and responsibilities.

(d) Employee obligations

The Employee must actively participate in the redeployment process including:

- (i) identifying appropriate retraining needs;
- (ii) developing a resume / CV to assist in securing redeployment;
- (iii) actively monitoring and exploring appropriate redeployment opportunities and working with the appointed case manager.

(e) Rejecting a comparable role

Where an Affected Employee rejects an offer of redeployment to a comparable role (as defined), the Affected Employee may be ineligible for a departure package referred to at subclause 20.7.

(f) Temporary alternative duties

An Affected Employee awaiting redeployment may be transferred to temporary alternative duties within the same campus, or where part of the Employee's existing employment conditions (or by agreement) at another campus. Such temporary duties will be in accordance with the Affected Employee's skills, experience, clinical area and profession.

(g) Support for redeployment

For an available role to be considered a comparable role, the Employer must provide the reasonable support necessary for the Affected Employee to perform the role which may include:

- (i) theory training relevant to the clinical area or environment of the role into which the Affected Employee is to be redeployed;
- (ii) a defined period of up to 12 weeks in which the Affected Employee works in a supernumerary capacity;
- (iii) support from educational staff in the clinical environment;
- (iv) a review at 12 weeks or earlier to determine what, if any, further training is required.

(h) Where no redeployment available

If at any time during the redeployment period it is agreed that it is unlikely that the Affected Employee will be successfully redeployed, the Affected Employee may accept a redundancy package. Where this occurs, the Affected Employee will be entitled to an additional payment of the lesser of 13 weeks or the remaining redeployment period.

(i) Non-Comparable Role

An Affected Employee may agree to be redeployed to a role that is not a Comparable Role.

20.4 Support to Affected Employees

The Employer will provide Affected Employees whose position has been declared redundant with support and assistance which will include, where relevant:

- (a) counselling and support services;
- (b) retraining,
- (c) preparation of job applications;
- (d) interview coaching;
- (e) time off to attend job interviews; and
- (f) funding of independent financial advice for employees eligible to receive a separation package.

20.5 Salary Maintenance

- (a) Entitlement to salary maintenance

An Affected Employee who is successfully redeployed will be entitled to salary maintenance where the Affected Employee's pay is reduced because the new role:

- (i) is a lower grade;
- (ii) involves working fewer hours; and/or
- (iii) removes eligibility for penalties, loadings and the like.

- (b) Period of salary maintenance

Salary maintenance will be for a period of 52 weeks from the date the Affected Employee is redeployed except where the Affected Employee:

- (i) accepts another position within the salary maintenance period, and
- (ii) is paid in the other position an amount equal to or greater than the role that was made redundant.

- (c) Preservation of accrued leave

An Affected Employee entitled to salary maintenance will have their long service leave, annual leave and personal leave accruals preserved before redeployment. Specifically, the value of the leave immediately prior to redeployment will not be reduced as a result of redeployment.

20.6 Relocation

- (a) Employer to advise in writing of relocation

As soon as practicable but no less than seven (7) days after a decision is made by the Employer to temporarily or permanently relocate an Affected Employee, the Employer will advise the Affected Employee in writing of

the decision, the proposed timing of the relocation and any other alternatives available to the Affected Employee. In addition, the Employer will:

- (i) ensure the relocation is a Reasonable Distance, unless otherwise agreed;
- (ii) ensure that the Affected Employee is provided with information on the new location's amenities, layout and local operations prior to the relocation, and
- (iii) consult with the HWU regarding the content of such information.

(b) Entitlement to relocation allowance

An Affected Employee is entitled to relocation allowance where permanent or temporary relocation results in additional cost to the Affected Employee for travel and / or other expenses.

(c) Employee to provide written estimate

The Affected Employee must make written application to the Employer with a written estimate of the additional travelling cost and other expenses for the period of redeployment up to a maximum of 12 months.

(d) Payment

- (i) The maximum relocation allowance payable by the Employer will be \$1900.00, paid as a lump sum.
- (ii) When considering the Affected Employee's estimate, the Employer may have regard to the Reasonable Distance
- (iii) In the event of a dispute about the Affected Employee's estimate it will be resolved under clause 7 (Dispute Resolution Procedure).

(e) Exceptions

An Affected Employee is not entitled to the relocation allowance if the site or campus to which the Affected Employee is being relocated is a location to which they can be expected to be deployed as part of their existing employment conditions.

(f) Fixed term employees not excluded

An Affected Employee on a fixed term contract who is relocated will be covered by the terms of this clause for the duration of the fixed term contract.

20.7 Employment terminates due to redundancy

The Victorian Government's policy with respect to public sector redundancy and the entitlements upon termination of employment as a result of redundancy are set out in the Public Sector Workplace Relations Policies 2015. The policy as at the time this Agreement comes into operation applies to Employees but does not form part of this Agreement.

20.8 Exception to application of Victorian Government’s policy with respect to severance pay

Where the Affected Employee’s Employer secures a comparable role (as defined) with another Employer covered by this Agreement, which:

- (a) is within a Reasonable Distance of the work site of the redundant position; and
- (b) provides continuity of service; and
- (c) where the comparable role results in a loss of income, salary maintenance at subclause 20.5 will apply; and
- (d) where relevant, consistent with the financial and other support provided to an internal redeployee;

the Employee will be considered successfully redeployed as though the employment was with the same Employer and no severance pay will apply.

21. Transition to Retirement

21.1 Employees may advise their Employer in writing of their intention to retire within the next five years from their Employer and may participate in a transition to retirement arrangement. Subject to this Agreement, a transition to retirement arrangement is a permanent arrangement that is agreed between the Employee and the Employer.

21.2 Transition to retirement arrangements may be proposed. The Employer will provide details of the proposal for the Employee’s consideration including any relevant information (including indicative changes to pay) about the implications of the proposal. The Employee will be given a reasonable opportunity to consider the proposal. Employees are encouraged to seek advice regarding the proposal.

21.3 Where a transition to retirement arrangement is agreed, it will be implemented through:

- (a) a flexible working arrangement (see clause 111);
- (b) an individual flexibility agreement (see clause 5);
- (c) an agreement in writing between the parties; or
- (d) any combination of the above.

21.4 A transition to retirement arrangement may include but is not limited to:

- (a) alteration of working hours, eg. part-time employment, shift pattern;
- (b) a job share arrangement;
- (c) working in a position at a lower status or rate of pay;
- (d) flexible use of Long Service Leave (**LSL**)

21.5 The Employer will consider, and not unreasonably withhold its approval of a request by an Employee to transition to retirement through:

- (a) using accrued LSL or Annual Leave for the purpose of reducing the number of days worked or their working hours but retaining their previous employment status

Example:

1. A full-time Employee may work 3 days per week and have 2 days of accrued long service leave per week, retaining their full-time status.
2. A part-time Employee employed for 24 hours per week may work 20 hours per week and take 4 hours of accrued annual leave per week, retaining their status as a part-time Employee employed for 24 hours per week.

or;

- (b) accepting appointment to a role that has a lower hourly rate of pay and/or reduced hours (post transition role), in which case:
- (i) the Employee will retain the accrual of LSL they had immediately prior to the reduction in their rate of pay and/or hours (preserved LSL). Where LSL is taken, the Employee will be paid LSL hours at the wage rate and/or their hours of work prior to the post transition role until the preserved LSL hours exhausted;

Examples:

1. An Employee's hourly rate of pay is reduced under this subclause (b) from \$35 to \$30. When the Employee takes LSL their LSL will be paid at the rate of \$35 per hour until the preserved LSL is exhausted.
2. An Employee's hours of work are reduced under this subclause (b) from 32 hours per week to 24 hours per week. When the Employee takes LSL they will be paid for 32 hours of LSL per week until the preserved LSL is exhausted.
3. An Employee's hourly rate of pay is reduced under this subclause (b) from \$40 to \$35 and their hours of work from 38 to 30 hours per week. When the Employee takes LSL it will be paid at the rate of \$40 per hour and they will be paid for 38 hours of LSL per week until the preserved LSL is exhausted.

- (ii) however, if the Employee's hourly wage rate in the post-transition role over time exceeds the wage rate of the pre-transition role, the higher wage rate will be used to calculate LSL.

PART D- WAGES

22. Salary Increases

- 22.1 The rates of pay will be adjusted by:
- (a) 5% from FFPPOA 1 October 2016;
 - (b) 3% from FFPPOA 1 October 2017;
 - (c) 3% from FFPPOA 1 October 2018;
 - (d) 3% from FFPPOA 1 October 2019.
- 22.2 The adjusted rates of pay are set out in Schedule 2B.
- 22.3 The above rates of pay will only come into operation on the approval of the Agreement by the Commission in accordance with the Act.

23. Once Off Upfront Lump Sum Payment

Full time and part-time Employees who are employed upon commencement of this Agreement will be entitled to a lump sum payment of \$1561 (pro-rata for part-time Employees). The amount will be payable in the FFPPOA commencement of the Agreement.

24. Experience Payments

This clause only applies to Employees other than Dental Assistants employed by DHSV or Ballarat Health Service.

The experience payments in Schedule 2C as it applies to Health and Allied Services Employees will be added to the ordinary time rates of pay and paid for all purposes for all Employees, other than:

- 24.1 interpreters; and/or
- 24.2 Trainee Dental Nurses (Dental Nurse Level 1 and Level 2) eligible for incremental payments in accordance with subclause 30.4.

25. Payment of Wages

- 25.1 Wages will be paid weekly or fortnightly (as determined by the Employer) to the nominated financial institution of each Employee. Payment will be made no later than Thursday following the end of the pay period.
- 25.2 On or before each pay day, the Employer must advise each Employee in writing of their gross salary entitlement for the pay period, any deductions and allowances authorised by law and by the Employee, the Employee name and classification, the period the pay relates to and the date of payment, the hourly rate of pay, and the net amount of payment, amounts of occupational superannuation contributions and details of funds into which contributions are

being paid. To the extent reasonably practicable, payslips will record an Employee's accrued annual leave and personal leave.

25.3 Where an Employee considers that they have been underpaid as a result of error on the part of the Employer, the Employee may request that the Employer rectify the error or validate the payment.

25.4 Where an Employee is underpaid by reason of Employer error and the amount of such underpayment is less than 5% of the Employee's fortnightly wage, the underpayment will be corrected in the next pay period.

25.5 Where the underpayment exceeds 5% of the Employee's fortnightly wage, the Employer must take steps to correct the underpayment within 24 hours and to provide confirmation to the Employee of the correction.

25.6 If the Employer does not take the action required under subclause 25.4 and subclause 25.5 above, the Employee will be paid a penalty payment of 20% of the underpayment, calculated on a daily basis from the date of the entitlement arising until all such moneys are paid. In addition, the Employer will meet any associated banking or other fees/penalties incurred by the Employee as a consequence of the error where those fees exceed the 20% penalty payment.

25.7 Subclause 25.6 will not come into effect:

- (a) if the payment of wages or other monies owed falls on a public holiday, until the expiration of such public holiday; or
- (b) if any unforeseen event outside the control of the Employer frustrates their ability to meet the requirements of this clause.

25.8 Late payment on termination

(a) When notice of termination of employment has been given by an Employee or an Employee's services have been terminated by an Employer, payment of all wages and other monies owing to an Employee will be made to the Employee. The Employee must provide all information requested by the Employer in relation to salary packaging arrangements as soon as practicable.

(b) If an Employee is kept waiting for more than 24 hours such Employee will be paid overtime rates for the duration of the period until such monies owing are paid, with a minimum payment of two (2) hours and a maximum payment of seven (7) hours and 36 minutes per day. This penalty does not apply when the delay is the result of the Employee not providing information requested by the Employer in relation to salary packaging arrangements or the Employer is completing salary packaging arrangements.

26. Superannuation

26.1 Definitions

(a) **First State Super** means the First State Super superannuation fund, or any successor fund to it.

- (b) **HESTA** means Health Employees Superannuation Trust of Australia superannuation fund or any successor fund to it.
 - (c) **MySuper Product** means a “MySuper product” as defined by the Act.
- 26.2** The subject of superannuation is dealt with extensively by legislation, including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. Subject to this clause, this legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- 26.3** An Employee employed by an Employer prior to the commencement of this Agreement may remain a member of his/her current superannuation fund, but will be offered the option of becoming a member of the HESTA or First State Super .
- 26.4** An Employee who begins employment with an Employer after the commencement of this Agreement will have access to either HESTA or First State Super .
- 26.5** The default fund on commencement of the Agreement will be First State Super while it provides a MySuper Product.
- 26.6** At 12-monthly intervals throughout the life of this Agreement the parties will have regard to the membership numbers in each of HESTA and First State Super. The default fund, at each 12-month interval, will be the fund with the most Employees as members at each health service while it provides a MySuper Product.
- 26.7** Superannuation contributions paid by the Employer into an approved fund will be calculated on the base rate for the applicable classification under Schedule 2B.
- 26.8** Superannuation contributions will be made for any payment for a period of paid parental leave under subclauses 80.5(a)(i) or 80.10(e)(ii)

27. Salary Packaging

- 27.1** All Employees covered by this Agreement will have access to salary packaging arrangements as follows:
- (a) By agreement with the Employer, the current rate of pay and any monetary entitlements payable to the Employee as adjusted by the Agreement, may be salary packaged in accordance with the individual Health Service policy on salary packaging.
 - (b) The Employee will compensate the Employer from his or her rate of pay for any FBT incurred as a consequence of any salary packaging arrangement the Employee has entered into. Where the Employee chooses not to pay any of the costs associated with their salary packaging, the Employer may cease the Employee’s salary packaging arrangements.

- (c) The parties agree that in the event that salary packaging ceases to be an advantage to the Employee (including as a result of subsequent changes to FBT legislation) the Employee may elect to convert the amount packaged to salary. Any costs associated with the conversion to salary will be borne by the Employee and the Employer will not be liable to make up any benefit lost as a consequence of an Employee's decision to convert to salary.
- (d) The Employee will be responsible for all costs associated with the administration of their salary packaging arrangements, provided that such costs will be confined to reasonable commercial charges levied directly by the external salary packaging provider and/or in-house payroll services (as applicable), as varied from time to time.

27.2 The parties recommend to Employees who are considering salary packaging that they seek independent financial advice. The Employer will not be held be held responsible in any way for the cost or outcome of any such advice and furthermore, the parties agree that the Employee will pay for any costs associated with salary packaging.

28. Accident Pay

28.1 An Employer will be required to pay, and an Employee will be entitled to receive, accident pay in accordance with this clause 28.

28.2 Definitions

For the purposes of this clause **Injury** means any physical or mental injury within the meaning of the WIRC Act, and no injury will give rise to an entitlement to accident pay under this clause unless an entitlement exists under the WIRC Act.

28.3 Accident Pay – Total Incapacity

- (a) Where an Employee is, or is determined to be, totally incapacitated within the meaning of the WIRC Act, the term accident pay means a weekly payment of an amount representing the difference between:
 - (i) the total amount of compensation, including allowances, paid to the Employee during the period of incapacity under the WIRC Act for the week; and
 - (ii) the total weekly wage rate, as varied from time to time, and any over Agreement payment being paid to the Employee at the date of the injury and which would have been payable for the Employee's classification for the week in question if they had been performing their normal duties, provided that - in making such calculation any payment for overtime earnings, shift premiums, penalty rates and any ancillary payment payable by the Employer will not be taken into account.

28.4 Accident Pay - Partial incapacity

- (a) Where an Employee is partially incapacitated within the meaning of the WIRC Act, the term accident pay means a weekly payment of amount representing the difference between:
- (i) the total amount of compensation paid to the Employee during the period of incapacity under the WIRC Act for the week together with the average weekly amount they are earning;
 - (ii) the total weekly wage rate, as varied from time to time, and any weekly over Agreement payment being paid to the Employee at the date of the injury and which would have been payable for the Employee's classification for the week in question if they had been performing their normal duties, provided that - in making such calculation any payment for overtime earnings, shift premiums, penalty rates and any other ancillary payment payable by the Employer will not be taken into account.

28.5 Payment for part of a week

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

28.6 Qualifications for payment

- (a) Subject to the terms of this clause, an Employee covered by the Agreement will, upon receiving payment of weekly compensation and continuing to receive such payment for incapacity under the WIRC Act, be paid accident pay by their Employer who is liable to pay compensation under the WIRC Act, which liability may be discharged by another person on behalf of the Employer, provided that:
- (i) Accident pay will not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then, subject to subclause 28.6(b) and to the maximum period of payment prescribed elsewhere herein, accident pay will apply only to the period of incapacity after the first two weeks.
 - (ii) Accident pay will only be payable to an Employee whilst that Employee remains in the employment of the Employer by whom they were employed at the time of the incapacity and then only for such period as they received a weekly payment under the WIRC Act. Provided that if an Employee who is partially incapacitated cannot obtain suitable employment from their Employer but such alternative employment is available with another Employer then the relevant amount of accident pay will still be payable.

- (iii) Provided further that in the case of the termination by an Employer of an Employee who is incapacitated and receiving accident pay, accident pay will continue to apply subject to the provisions of this clause except in those cases where the termination is due to serious and/or wilful misconduct on the part of the Employee.
 - (iv) In order to qualify for the continuance of accident pay on termination an Employee will if required provide evidence to the Employer of the continuing payment of weekly payments of compensation.
- (b) Subject to this clause, accident pay will not apply in respect of any injury during the first five normal working days of incapacity.
 - (c) In relation to industrial diseases contracted by a gradual process or injury subject to recurrence, aggravation, or acceleration, such injuries or diseases will not be subject to accident pay unless the Employee has been employed with the Employer at the time of the incapacity for a minimum period of one month.
 - (d) On engagement, an Employee may be required to declare all workers compensation and/or accident claims made under the WIRC Act in the previous five years and in the event of defaults or inaccurate information being deliberately and knowingly declared the Employer may require the Employee to forfeit their entitlement to accident pay under this Agreement.

28.7 Maximum period of payment

- (a) The maximum period or aggregate period of accident pay to be made by the Employer will be a total of 26 weeks for any one injury as defined in subclause 28.2 hereof, provided that in respect of an Employee receiving or entitled to receive accident pay on or after 1 January 1981, the maximum period or aggregate of periods will be a total of 39 weeks for any one injury as defined.
- (b) Notwithstanding subclause 28.7(a) above, the maximum period or aggregate periods of accident pay to be made by the Employer to Dental Assistants employed by DHSV or Ballarat Health Service will be a total of 39 weeks for any one injury, as defined.

28.8 Absences on other than paid leave

An Employee will not be entitled to the payment of accident pay in respect of any period of paid annual leave, or long service leave or for any paid public holiday in accordance this Agreement.

28.9 Notice of injury

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

28.10 Medical examination

- (a) In order to receive an entitlement to accident pay an Employee will meet the requirements of the WIRC Act for attending medical examinations.
- (b) Where, in accordance with the WIRC Act, a medical referee gives a certificate as to the condition of the Employee and their fitness for work or specifies work for which the Employee is fit and such work is made available by the Employer, and is refused by the Employee or the Employee fails to commence the work, accident pay will cease from the date of such refusal or failure to commence the work.

28.11 Cessation or redemption of weekly payments

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

28.12 Civil damages

- (a) An Employee receiving or who has received accident pay will advise their Employer of any action they may institute or any claim they make for damages. Further, the Employee will, if requested, provide an authority to the Employer entitling the Employer to a charge upon any money payable pursuant to any judgement or settlement on that injury.
- (b) Where an Employee obtains a judgement or settlement for damages in respect of an injury for which they have received accident pay the Employers liability to pay accident pay will cease from the date of such judgement or settlement, provided that if the judgment or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the Employer, the Employee will pay to the Employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.
- (c) Where an Employee obtains a judgement or settlement for damages against a person other than the Employer in respect of an injury for which he or she has received accident pay, the Employers liability to pay accident pay will cease from the date of such judgement or settlement, provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the Employer, the Employee will pay to the Employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

28.13 Insurance against liability

Nothing in this Agreement will require an Employer to insure against liability for accident pay.

28.14 Variations in compensation rates

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

28.15 Death of an Employee

All rights to accident pay will cease on the death of an Employee.

28.16 Commencement

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

29. Trainees

This clause does not apply to Dental Assistants employed by DHSV or Ballarat Health Service.

A trainee who performs work in classifications covered by this agreement will be employed in accordance with the following principles:

- 29.1** Trainee/Apprentice positions are additional to existing positions. No existing Employee will lose employment as a result of the introduction of trainees. An Employer will not dispense with the services of Employees for the purpose of appointing a trainee/apprentice before or after that appointment.
- 29.2** Training provided will be nationally recognised as appropriate to the occupation or trade into which the trainee or apprentice is to be placed. In the event of State Regulations applying to the qualification/licensing or a state qualification applying in the absence of a national qualification, appropriate Victorian Regulations in relation to registration and/or licensing will be adhered to.
- 29.3** The parties recognise the inherent value of job security for the wellbeing of all classes of Employees and the need to ensure that existing temporary and casual staff are not displaced or alternative employment opportunities of re-deployees are not adversely affected. Furthermore, trainees/apprentices will not be appointed in specific workplace locations where redundancy programs are being targeted at base grade/entry level positions.
- 29.4** Agencies participating in this scheme must see to all occupational health and safety requirements in respect of providing a safe working environment. This is to include orientation processes and workplace supervision.
- 29.5** Each Employer will be required to consult with the HWU on the intake numbers, placement and training arrangements relating to trainees/apprentices. It is intended that such consultation will occur at least four weeks prior to the commencement of trainees/apprentices. Opportunities for HWU participation in induction sessions for new trainees/apprentices will be provided as appropriate. (See also clause 90 (Union Matters))
- 29.6** All trainees and apprentices will be engaged under an appropriate state or federal traineeship scheme and paid no less than the applicable rates contained

in **Schedule 2B** of this Agreement or if no rate is specified the applicable base rate under the Modern Award.

30. Juniors, Trainees and Apprentices

This clause does not apply to Dental Assistants employed by DHSV or Ballarat Health Service.

30.1 Junior Employees

Junior Employees will be paid a percentage of the appropriate rate pursuant to **Schedule 2B** for their classification as follows:

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

30.2 Apprentice Cooks

Apprentice Cooks will be paid the rate set out in **Part 1 of Schedule 2B**.

30.3 Pathology Collector in Training

A Pathology Collector in Training will remain so classified for a period of up to three months whilst training is undertaken and will be paid a rate equivalent to 95% of the “Pathology Collector Grade 1” rate, plus appropriate experience payments.

30.4 Incremental Payments – Trainee Dental Nurses

This subclause will cease to have effect from FFPPOA 1 October 2018.

- (a) Notwithstanding anything else contained in this Agreement, the incremental payments in **Schedule 2B** will be paid to trainee dental nurses.
- (b) Notwithstanding anything elsewhere in the Agreement, all Employees upon reaching the age of 21 years will be paid the minimum rate of pay for the Dental Nurse Level 3 classification and the appropriate rate of experience pay in **Schedule 2B**.

30.5 Adult Apprentices

- (a) The minimum rate for an adult apprentice will be the rate prescribed for apprentices in this clause 30 or the rate provided in the Modern Award, whichever is greater.

- (b) Where an adult apprentice was an Employee of the Employer for a period of at least six months immediately prior to becoming an apprentice, they will not suffer a reduction in their base rate of pay on entering into the training agreement.

31. Supported Wage System for Employees with a Disability

Schedule 2E defines the conditions that apply to Employees covered by the Agreement who, because of the effects of a disability, are eligible for a supported wage under the terms of the Agreement.

32. Time and Wages Records

This clause does not apply to Dental Assistants employed by DHSV or Ballarat Health Service.

- 32.1** The Employer will provide and cause to be kept time and wages records in which each Employee will enter their daily starting and finishing times.
- 32.2** Time records will be maintained for a minimum of twelve months and wages records will be retained for a minimum of seven years.
- 32.3** Time and wages records will be available for inspection by an accredited representative of the HWU, in accordance with the requirements of the Act.

33. Overpayment of Wages (DHSV)

This clause only applies to Dental Assistants employed by DHSV.

- 33.1** In the event of overpayment of wages, the Employer may recover by instalments up to 10% of gross salary until the overpayment has been recovered.
- 33.2** Prior to recovery of an overpayment of wages, the Employer will discuss the time period for recovery with the Employee.

PART E – ALLOWANCES AND REIMBURSEMENTS

34. Allowance Adjustments

- 34.1 Unless otherwise specified all current monetary based allowances will be increased by:
- (a) 5% from FFPPOA 1 October 2016;
 - (b) 3% from FFPPOA 1 October 2017;
 - (c) 3% from FFPPOA 1 October 2018;
 - (d) 3% from FFPPOA 1 October 2019.
- 34.2 The allowance rates specified in **Schedule 2C** include the adjustments made in accordance with clause 34.1 above.

35. Heat Allowance

This clause does not apply to Dental Assistants employed by DHSV or Ballarat Health Service.

- 35.1 Where work continues for more than two (2) hours in temperatures exceeding 46 degrees Celsius Employees will be entitled to 20 minutes rest after every two (2) hours work without loss of pay in addition to other breaks under this Agreement.
- 35.2 It will be the responsibility of the Employer to ascertain the temperature.
- 35.3 The heat allowances in **Schedule 2C** will be paid to Employees who were employed at their current place of work prior to 8 August 1991:
- (a) Where an Employee works for more than one hour in the shade in places where the temperature is raised by artificial means and exceeds 40 degrees Celsius but does not exceed 46 degrees Celsius; or
 - (b) Where an Employee works for more than one hour in the shade in places where the temperature is raised by artificial means and exceeds 46 degrees Celsius.

36. Higher Duties

- 36.1 Employees, who are engaged in duties that carry a higher rate of pay than the Employee's ordinary classification, will be entitled to payment of higher duties in accordance with the provisions of this clause.
- 36.2 **Employees other than Dental Assistants employed by DHSV or Ballarat Health Service**

Employees other than Dental Assistants employed by DHSV or Ballarat Health Service who are engaged for more than one hour in duties carrying a higher rate than their ordinary classification, will be paid the

higher rate of pay for the full day or shift. If such Employee is engaged in higher duties for one hour or less, they are only entitled to payment at the higher rate for the time actually worked.

36.3 Dental Assistants employed by DHSV or Ballarat Health Service

Dental Assistants employed by DHSV or Ballarat Health Service who are temporarily appointed, in writing by the Employer, to a higher classification will receive the higher salary for the period specified in the written appointment.

37. In Charge Allowances

This clause does not apply to Dental Assistants employed by DHSV or Ballarat Health Service.

37.1 An Employee will be paid an In-charge Allowance where they are appointed or delegated to exercise control over other Employees, as follows:

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

37.2 Provided that subclause 37.1 does not apply to the following classifications of Employee:

- (a) Chef Grade A
- (b) Chef Grade B
- (c) Chef Grade C
- (d) Chef Grade D
- (e) Second Grade Cook Grade A
- (f) Second Grade Cook Grade B
- (g) Second Grade Cook Grade C
- (h) Second Grade Cook Grade D
- (i) Gardener Superintendent
- (j) General Service Supervisor
- (k) Food Services Supervisor
- (l) Clerical Worker Grade A

- (m) Personal Care Coordinator/Supervisor / Health Care Worker Coordinator/Supervisor
 - (n) Technical or Therapy Supervisor
- 37.3** The percentage In-charge Allowance is calculated on the base rate payable to the Employee pursuant to **Schedule 2B**.
- 37.4** The In-Charge Allowance will be additional to any other allowance to which the Employee is entitled under the Agreement.

38. Infectious Allowances

This clause does not apply to Dental Assistants employed by DHSV or Ballarat Health Service.

- 38.1** The infectious allowances in **Schedule 2C** will be paid to Employees who were employed at their current place of work prior to 8 August 1991, as follows:
- (a) The **patients suffering** allowance applies to an Employee who is employed in infectious diseases wards, or wards where patients are suffering from venereal diseases, cancer, tuberculosis, typhoid or meningitis.
 - (b) The **handling or dressing patients** allowance applies to an Employee who is handling or dressing patients who are suffering from any of the diseases referred to in subclause (a), or patients qualified for admission to infectious disease hospital or wards.
 - (c) The **handling clothes, bedding, linen etc.** allowance applies to an Employee who is handling clothes, bedding, linen, rubbish bins or refuse not previously disinfected and used in connection with any patient, hospital or ward referred to in subclauses 38.1(a) or (b).
 - (d) The **handling of bodies** allowance applies to an Employee who is handling the bodies of deceased patients who, at the time of their death, were suffering from any infectious disease or any of the diseases referred to in subclause 38.1(a).
 - (e) The **engaged in experiments** allowance applies to an Employee who is engaged in experiments of an infectious nature, or handling microscopic slides of an infectious nature, or slides used in connection with any of the diseases referred to in subclause 38.1(a).
- 38.2** The Infectious Allowances will be paid per day in addition to any other rates or allowance to which the Employee is entitled under the Agreement, provided that the engaged in experiments allowance is payable on an hourly basis, with a minimum payment per day.

39. Meal Allowances

- 39.1** Where an Employee is required to work overtime Monday to Friday (inclusive) for more than one hour after the usual finish time, or in the case of shift workers

when the overtime exceeds one hour, or on a Saturday/Sunday for more than 5 hours, the Employer will either supply the Employee with an adequate meal or pay a meal allowance.

- 39.2** Where such overtime exceeds 4 hours Monday to Friday (inclusive) or 9 hours on a Saturday/Sunday, the Employer will either supply the Employee with a further adequate meal or pay a further meal allowance.
- 39.3** The provisions of subclauses 39.1 and 39.2 will not apply where the Employee could reasonably return home for a meal within the period allowed.
- 39.4** The meal allowances payable over the life of this Agreement are set out in **Schedule 2C**
- 39.5** Claims for payment of an overtime meal allowance will be processed in the next ordinary pay.

40. Nauseous Work Allowance

This clause does not apply to casual Employees

40.1 In compensation for the removal of the nauseous work allowance payable under clause 173 of the 2011 Agreement, all Employees who are employed in the following classifications at the specified date will receive an allowance as set out below:

- Allied Health Assistant
- Ambulance Driver/Assistant
- Anaesthetic Technician
- Driver
- Food and Domestic Services Assistant
- General Services Supervisor
- Personal Care Worker / Nursing Attendant
- Hospital Attendant
- Housekeeper
- Instrument Technician
- Laboratory Assistant
- Laundryhand
- Laundry Operator
- Orderly/Cleaner
- Pathology Collector
- Pathology Technician
- Patient Services Assistant
- Pharmacy Technician
- Storeperson
- Security Officer
- Sorter/Packer Linen
- Theatre Technician

40.2 Amount of allowance

Amount (pro rata for part-time Employees)	Date Payable
\$700	FFPPOA 1 May 2017
\$700	FFPPOA 1 May 2018

40.3 This allowance is only payable on the above dates.

41. On Call / Recall

41.1 The Employer will pay an on call allowance to Employees who are required to be on call.

- 41.2** The on call allowances in **Schedule 2C** (as it applies to Health and Allied Services Employees and Dental Assistants) will be paid to Employees as follows:
- (a) Employees who are required to be on call, or who return to duty when off duty, will be paid an on call allowance in addition to any other amount payable, per twelve hours or part thereof.
 - (b) Any period of overtime involving a recall to duty during an off duty period, and which is not continuous with the next succeeding rostered period of duty, will be paid at a minimum of three hours at the appropriate overtime rate.
 - (c) When recall work is necessary, it should be so arranged that Employees have at least 10 hours off duty between successive shifts.
 - (d) An Employee, other than a casual, who works so much overtime between the termination of their previous rostered shift and the commencement of their next rostered shift, that they would not have a 10-hour break will be released after completion of such recall worked until they have had a 10-hour break. The Employee will not suffer any loss of pay for rostered ordinary hours occurring during such absence.
- 41.3** If, on the instructions of the Employer, an Employee resumes or continues work without having had a 10-hour break in accordance with subclause 41.2(d), they will be paid at the rate of double time until they are released from duty for such rest period. The Employee will then be entitled to be absent until they have had a 10-hour break. The Employee will not suffer any loss of pay for rostered ordinary hours occurring during such absence.
- 41.4** Where an Employee finishes a period of overtime at a time when reasonable means of transport are not available for them to return to their place of residence, the Employer will provide adequate transport free of charge.

42. Qualified Interpreter

Note: from FFPPOA 1 October 2018 interpreters will no longer be covered by the terms and conditions under this Section 2 and will translate to Section 3.

- 42.1** Any Employee employed as a qualified interpreter/translator and who is accredited by the National Accreditation Authority of Translators and Interpreters (NAATI) will be paid at the rate of Qualified Interpreter rate as prescribed in **Schedule 2C** of this Agreement.
- 42.2** The Qualified Interpreter rate of pay fully incorporates the Interpreters Allowance previously payable to Employees under previous versions of this Agreement.
- 42.3** Employees who are eligible for payment as a Qualified Interpreter/Translator will be ineligible for the experience payments detailed in **Schedule 2C** of this Agreement.”

- 42.4** This clause ceases to have effect from FFPPOA 1 October 2018. See clause 97.

43. Seniors Allowance

This clause does not apply to Dental Assistants employed by DHSV or Ballarat Health Service.

- 43.1** An Employee who is appointed as a Senior will have their classification preceded by the word Senior and will be paid an allowance of 10 per cent of the base rate payable for their classification pursuant to **Schedule 2C**.
- 43.2** Appointment to a position preceded by the word Senior will only be made where the work performed by such Employee represents a net addition to the work value of the substantive role in a similar area or areas. Indicia of a new addition to work value may include:
- (a) the performance of additional duties or functions;
 - (b) the assignment of a special project; or
 - (c) an increased emphasis on the performance of core functions already undertaken by Employees in the relevant classification.
- 43.3** A net addition to the work value of the substantive role of an Employee would be characterised by the following:
- (a) the additional functions or duties are a regular and ongoing requirement; and
 - (b) experience in the role commensurate with this clause, coupled with on the job training where provided by the Employer; and
 - (c) the necessity for additional training in a particular aspect of the role above that which is required to fulfil the role of an Employee employed in a similar area(s); and
 - (d) a greater level of judgement is required from the Employee, whereby he or she is capable of making independent decisions to a degree not generally expected of an Employee employed in a similar area(s); and
 - (e) a higher degree of accountability is expected for work undertaken, such that the Employee is clearly performing at a level above that of his or her peers employed in a similar area(s) by the Employer.
- 43.4** The Seniors Allowance will be additional to any other allowance to which the Employee is entitled under the Agreement.

44. Shiftwork

- 44.1** Employees who perform shift work will be entitled to payment of the shift allowances applying to their classification under the following provisions of this clause.
- 44.2** **Morning and Afternoon Shift**

An Employee whose rostered hours of ordinary duty finish between 6.00pm and 8.00am, or commence between 6.00pm and 6.30am, will be paid the applicable morning or afternoon shift allowance set out in **Part 1** or **Part 2** (as applicable) of **Schedule 2C** per rostered period of duty.

44.3 Night Shift Allowance

Provided that, an Employee working on any rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00am will be paid the applicable night shift allowance set out in **Part 1** or **Part 2** (as applicable) of **Schedule 2C** for any such periods of duty .

44.4 Permanent Night Shift Allowance

Provided further that an Employee permanently working on any rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00am will be paid the applicable permanent night shift allowance set out in **Part 1** or **Part 2** (as applicable) of **Schedule 2C** for any such period of duty . Permanently working will mean working for any period in excess of four consecutive weeks.

44.5 Change of Shift Allowance – Dental Assistants employed by DHSV or Ballarat Health Service

(a) A Dental Assistant employed by DHSV or Ballarat Health Service who changes from working on one shift to working on another shift, the time of commencement of which differs by four hours or more than from that of the first, will be paid the applicable change of shift allowance set out in **Part 2** of **Schedule 2C** on the occasion of each such change in addition to any amount payable under the preceding provisions of this clause.

(b) Exceptions

The change of shift allowance is not payable where:

- (i) the Employer agrees to a request in writing made on behalf of one or more Employees for changes in shifts; or
- (ii) a single Employee holds two contemporaneous different contracted positions with the same employer and moving between those positions results in a change of shift pattern which would ordinarily invoke a change of shift allowance payment.

44.6 Change of Shift Allowance – Employees other than Dental Assistants employed by DHSV or Ballarat Health Service

(a) The change of shift allowance set out in **Part 1** of **Schedule 2C** is payable to Employees other than Dental Assistants employed by DHSV or Ballarat Health Service on the occasion of each change of shift in the following circumstances:

- (i) where an Employee's roster is fixed in advance by the Employer; and

- (ii) the Employee changes from working on one shift to working on another shift the time of commencement of which differs by four hours or more from that of the first.

(b) Exceptions

The change of shift allowance is not payable where:

- (i) an Employee chooses and works additional shifts from a supplementary roster, that displays vacant shifts and Employees can nominate to work those shifts. The supplementary roster would also provide a stand-by facility, where Employees wishing to work extra shifts can nominate the days/shifts that they wish to work, should such vacancies in the normal roster occur;
 - (ii) the absence of four or more weeks of continuous approved leave intervenes between the relevant shifts;
 - (iii) one or more Employees swap shifts between themselves on an ad hoc basis, and the swap(s) is approved by the Employer in writing;
 - (iv) a single Employee holds two contemporaneous contracted positions and moving between those positions results in a change of shift pattern which would ordinarily invoke a change of shift allowance payment.
- (c) Where a department has established a self-rostering system, and an Employee chooses his or her own shifts from a genuine choice of shifts, the Employee will receive a fixed payment of two (2) change of shift allowances per pay period (fortnight) and subclause 44.6(a)(i) will not apply. This clause does not apply where an Employee chooses his or her own shifts from a genuine choice of shifts and the shifts chosen by the Employee do not involve a change of shift as defined by subclause 44.6(a)(i).
 - (d) An Employee employed in the public sector as of 11 June, 2002, who receives change of shift allowances per pay period (fortnight) on the basis of an historical agreement that exceeds the entitlement arising from these provisions, such Employee will be maintained at that entitlement for the duration of this agreement.
 - (e) Where an Employer and the majority of Employees in a department genuinely desire an alternative system to the above, the Employer is to contact the HWU and any agreement reached will be determined in accordance with the facilitative provisions of this Agreement.

45. Telephone Allowance

Where the Employer requires an Employee to install and/or maintain a telephone for on call or other purposes, the rental and installation charges will be met by the Employer on production of receipted accounts by the Employee.

46. Tool Allowance

This clause does not apply to Dental Assistants employed by DHSV or Ballarat Health Service.

- 46.1** Employees who are classified as chefs and cooks who are not supplied with the necessary tools to perform their duties by the Employer, will be paid a Tool Allowance per week pursuant to **Part 1 of Schedule 2C**.
- 46.2** The Tool Allowance is compensation for the supply and maintenance of tools.

47. Travelling Allowances

47.1 Employees other than Dental Assistants employed by DHSV or Ballarat Health Service

- (a) This subclause 47.1 does not apply to Dental Assistants employed by DHSV or Ballarat Health Service.
- (b) When an Employee is travelling whilst on duty, if the Employer cannot provide the appropriate transport, all reasonably incurred expenses in respect of fares, meals and accommodation will be met by the Employer on production of receipted accounts, or other evidence acceptable to the Employer.
- (c) An Employee will not be entitled to reimbursement for work-related travelling expenses that exceed the mode of transport, meals or the standard of accommodation agreed for the purpose with the Employer.
- (d) Where an Employer requires an Employee to use their own motor vehicle in the performance of their duties, such Employee will be paid the per kilometre vehicle allowances pursuant to **Part 1 of Schedule 2C**.

47.2 Dental Assistants employed by DHSV

This subclause 47.2 only applies to Dental Assistants employed by DHSV.

(a) Use of Own Vehicle

- (i) In accordance with the Employer's Reimbursement of Expenses policy, as varied from time to time, where an Employee is required to work at a location that involves travel using their own motor vehicle, and such travel is in excess of their nominated daily threshold, they will be entitled to claim travel expenses for the distance travelled in excess of the threshold.
- (ii) The daily threshold for all Employees is 40 kilometres, with the exception of those Employees who reside more than 20 kilometres from their designated base work location. In these circumstances, the threshold is the distance from home to that base work location and return.
- (iii) In addition to subclauses 47.2(a)(i) and 47.2(a)(ii) above, where an Employee is required to travel from one work location to

another throughout the day, using their own motor vehicle, the distance is fully claimable.

- (iv) The vehicle allowances payable per kilometre for work-related travel over the life of the agreement are set out in **Part 2 of Schedule 2C**.

(b) Travel to Distant Location

- (i) Employees will be compensated for excess travel to a distant location for work purposes (including for white chair examinations, special deliveries and collection of stores) in accordance with the Employer's Reimbursement of Expenses policy, as varied from time to time.
- (ii) Where an Employee is required to travel to a location that is distant from their nominated place of work, and such travel involves more than 30 minutes in excess of their normal travel from home to a nominated place of duty, and more than 30 minutes travel in excess of their normal travel from their nominated place of duty home, the Employee will be compensated for the excess travel time by:
 - A. payment of overtime; or
 - B. time off in lieu of overtime payment.

48. Uniforms and Protective Clothing

- 48.1** Where an Employee is required to wear a uniform or any special clothing, the Employer will supply such uniform at no cost to the Employee and will replace it where necessary on a fair 'wear and tear' basis.
- 48.2** Employees other than Dental Assistants employed by DHSV or Ballarat Health Service will be paid a uniform allowance in accordance with **Part 1 of Schedule 2C** for purchasing uniform and special clothing, where they are not provided by the Employer under subclause 48.1. The uniform allowance is payable for all absences on paid leave, other than absences on long service leave and sick leave beyond 21 days. Where, prior to the taking of leave, an Employee was paid a uniform allowance other than at the weekly rate, the rate payable is the average of the allowance paid during the four weeks immediately preceding the taking of leave.
- 48.3** Uniforms and special clothing provided in accordance with subclauses 48.1 and 48.2 will remain the property of the Employer.
- 48.4** Where Employees are responsible for laundering uniforms and special clothing, the Employer will pay the laundry allowances set out in the rates table in **Part 1** or **Part 2** (as applicable) of **Schedule 2C**. The Employee will be paid a laundry allowance per day or part thereof on duty, or an allowance per week, whichever is the lesser amount. The laundry allowance is not payable for absences of any kind.

- 48.5** The Employer will provide such gloves, masks, protective clothing and safety appliances as are required for an Employee to properly and safely perform their job function. Where the Employee is required to purchase such clothing and equipment, they will be reimbursed in full by the Employer.

49. Badge Allowance – Dental Nurses

From FFPPOA 1 October 2018 this clause will cease to apply.

A Dental Nurse who:

- 49.1** holds the Royal Dental Hospital of Melbourne Certificate, having passed the examinations carried out by the Royal Dental Hospital of Melbourne following two years' clinical training; or
- 49.2** holds the Australian Dental Association (Victorian Branch) Accredited Dental Nurses Certificate, having passed the examinations carried out by the said branch and who has completed two years' clinical training;

will receive a Badge Allowance of the amount per week specified in **Schedule 2C** in addition to any other payment prescribed in the Agreement.

50. Certificate Allowance – Pathology Technicians

- 50.1** Employees who have successfully completed a course entitled Certificate for Mortuary Technician conducted by RMIT, or its equivalent, will be paid a weekly a Certificate Allowance – Pathology Technician pursuant to **Part 1 of Schedule 2C**.

51. Computer Allowance – Hospital Attendants

Employees classified as “Hospital Attendants” who are required to regularly access computers in the course of their employment will be paid a Computer Allowance pursuant to **Part 1 of Schedule 2C**.

52. Cooking Trade Proficiency Payments

- 52.1** This proficiency pay scheme applies to apprentices who started attending trade class from 1979 and who have undertaken the standard cooking course and attained the standard of proficiency.

- 52.2** This proficiency pay scheme does not apply to apprentices who have undertaken the pilot course conducted at William Angliss College in 1983.

52.3 Standard of Proficiency

Apprentices will have reached the standard of proficiency in each year of the course when they have passed in the first, second and third years the subjects prescribed from time to time by the Victorian Registration and Qualifications Authority and attained an average mark of not less than 70 per cent for those subjects. The subjects must be passed at the first attempt.

52.4 Proficiency Pay

This scheme provides for the payment of tradesperson’s rates of pay to apprentices during the fourth year of the apprenticeship where the standard of proficiency has been attained on one, two or three occasions on the following basis:

- (a) on one occasion only – for the first nine (9) months of the fourth year of the apprenticeship, the normal fourth year rate of pay. Thereafter, the “Trade Cook” rate of pay pursuant to **Part 1 of Schedule 2B**.
- (b) on two occasions – for the first six (6) months of the fourth year of the apprenticeship, the normal fourth year rate of pay. Thereafter, the “Trade Cook” rate of pay pursuant to **Part 1 of Schedule 2B**.
- (c) on all three occasions – for the entire fourth year at the “Trade Cook” rate of pay pursuant to **Part 1 of Schedule 2B**.

53. Multi - Skilling Allowance – Food & Domestic Services Assistants

An annual allowance at the rate prescribed in the table below will be paid to all employees classified as Food and Domestic Services Assistant (pro-rata for part-time employees, excluding casuals and Employees who are on unpaid leave on the date the payment falls due), in recognition of the need to work flexibly and perform incidental and peripheral duties across multiple disciplines, roles and areas within the provision of food and domestic (and related) services. The rate of Multi-Skilling Allowance will be as follows:

Rate of Allowance	Effective first full pay period on or after
\$1000	13 November 2017
\$500	13 April 2018
\$500	Each year thereafter: 13 April of that year

54. Multi - Skilling Allowance – Patient Services Assistants

An annual allowance at the rate prescribed in the table below will be paid to all employees classified as Patient Services Assistant (pro-rata for part-time employees, excluding casuals and Employees who are on unpaid leave on the date the payment falls due), in recognition of the need to work flexibly and perform incidental and peripheral duties across multiple disciplines, roles and areas within the provision of patient (and related) services. The rate of Multi-Skilling Allowance will be as follows:

Rate of Allowance	Effective first full pay period on or after
\$1000	13 November 2017
\$500	13 April 2018

\$500

Each year thereafter: 13 April of that year

55. Reimbursement of Expenses (DHSV)

This clause only applies to Dental Assistants employed by DHSV.

Authorised work-related expenses incurred by an Employee will be reimbursed in accordance with the Employer's Reimbursement of Expenses policy, as varied from time to time.

56. Sleepover Allowance

This clause does not apply to Dental Assistants employed by DHSV or Ballarat Health Service.

- 56.1 Sleepover arrangements will only be used when the patient/resident mix is suitable to do so (including occupational health and safety considerations).
- 56.2 Where an Employer requires an Employee to sleepover on the Employer's premises for a period outside the Employee's normal rostered hours of duty, the following arrangements will apply:
- 56.3 The Employee will be entitled to a sleepover allowance pursuant to **Part 1 of Schedule 2C**.
- 56.4 This sleepover allowance will be deemed to provide compensation for the sleepover and also includes compensation for all work necessarily undertaken by an Employee up to a total of one hour's duration.
- 56.5 Any work necessarily performed during a sleepover period by the Employee in excess of a total of one hour's duration will be paid at the rate of time and one half for the first two hours and double time thereafter, such payment is not to extend beyond the period of the sleepover.
- 56.6 If, during the sleepover, the Employee is called for active duty four or more times, the entire period of the sleepover will be treated as active duty and appropriate payments will be paid (i.e. ordinary time for the duration of the sleepover in addition to the appropriate shift penalty).
- 56.7 Any time worked under this clause will not be taken into account for the purposes of entitlements to overtime or time free of duty in a roster or work cycle.
- 56.8 No sleepover will commence prior to 10.00pm.
- 56.9 No Employee will be engaged to perform sleepover duty only (i.e. there must be a period of active duty either before or after the period of sleepover of no less than two hours duration).
- 56.10 Employees who work sleepover will be entitled to annual leave, sick leave and long service leave entitlements inclusive of the sleepover payment. The method for calculating entitlements where an Employee works a sleepover will be as follows:

- (a) an Employee is entitled to payment of an amount equal to the weekly average of sleepover payments received (averaged over the preceding 12 month accrual period) for each week of annual leave accrued; and
- (b) in addition, the average active hours of duty during the sleepover period (averaged over the preceding 12 month accrual period) will be taken into account for accrued annual leave, sick leave and long service leave.

56.11 Where appropriate, Employees will only be rostered to sleepover alongside other staff who are rostered for active (stand up) shift duties.

56.12 Minimum Standards

Where an Employee is required to sleepover during the course of his/her employment, the Employer will, free of cost to the Employee:

- (a) ensure the provision of healthy accommodation, including a separate bedroom that is available for the exclusive use of Employees. Where practicable, single bedrooms will be provided. In no case will more than two Employees be required to occupy the same bedroom;
- (b) provide, at some reasonably convenient place, a bathroom or shower room; and
- (c) provide linen, cutlery, crockery and blankets for the use of the Employee on the premises.

57. Tow Motor Driver Allowance

Health and Allied Services Employees, other than those classified as Driver, operating a tow motor or tow loader or similar vehicle or a fork lift for a minimum of two hours in any one day will be paid a Tow Motor Driver Allowance pursuant to **Part 1 of Schedule 2C**.

58. Childcare Reimbursement

58.1 Where Employees are required by the Employer to work outside their ordinary rostered hours of work and where less than 24 hour's notice of the requirement to perform such overtime work has been given by the Employer, other than recall when rostered on-call, the Employee will be reimbursed for reasonable childcare expenses incurred.

58.2 Evidence of expenditure incurred by the Employee must be provided to the Employer as soon as practicable after the working of such overtime.

PART F – HOURS OF WORK AND RELATED MATTERS

59. Hours of Work

- 59.1** The ordinary hours of work for a full-time Employee will be 38 hours, or an average of 38 hours, per week.
- 59.2** For the purposes of subclause 59.1, the ordinary hours an Employee works in a week are taken to include any hours of authorised leave, or absence, whether paid or unpaid, that the Employee takes in a week.
- 59.3** The working week will commence at midnight on a Sunday.
- 59.4** Notwithstanding any authorised meal breaks or rest breaks, the work of each day/shift will be continuous.
- 59.5** The hours for an ordinary weeks work will be 38 or be an average of 38 per week in a fortnight, or in a four week period or by mutual agreement, in a five week period in the case of an Employee working ten hour shifts and will be worked either:
- (a) in 5 days in shifts of not more than 8 hours each; or
 - (b) in a fortnight of 76 hours in 10 shifts of not more than 8 hours each; or
 - (c) in a four-week period of 152 hours in 19 shifts of not more than 8 hours each; or
 - (d) by mutual agreement:
 - (i) in weeks of four days in shifts of not more than 10 hours each; or
 - (ii) in a fortnight of 76 hours in eight shifts of not more than ten hours each.
- 59.6** Any Employee required to work more than six consecutive periods of duty without 24 hours off duty will be paid for the seventh and any further consecutive period of ordinary duty worked at the rate of triple time until they have been given 24 hours off duty.
- 59.7 Dental Assistants employed by DHSV or Ballarat Health Service**
- (a) Dental Assistants employed by DHSV or Ballarat Health Service who are subject to this subclause 59.7, the arrangement of ordinary hours of work will be established at a local/unit level to reflect clinical demand. The actual daily hours will be determined by the relevant Manager after consultation with the Employee, provided that no Employee will be required to work more than 7.6 hours per day without compensation for overtime.
 - (b) Ordinary Hours – Community Care:
Ordinary hours may, by mutual agreement, be worked in any of the following combinations:

- (i) Monday to Friday;
- (ii) Tuesday to Saturday;
- (iii) Monday to Saturday; or
- (iv) an average of 38 hours per week or an average of 76 hours per fortnight.

(c) Saturday Work – Community Care:

By mutual agreement, and following discussions between an Employee and the Employer, to meet clinical situations and to provide Saturday morning services, ordinary hours may be worked between 7:00am and 1:00pm Saturday.

(d) Emergency Services (RDHM) and Community Care:

- (i) Ordinary hours may be worked as required between 7.00am and 10.00pm Monday to Friday.
- (ii) Any extension of existing clinical services to this span of hours (other than Emergency Services and Community Care services) will be dealt with in accordance with clause 6 (Consultation).
- (iii) Employees who commenced employment prior to 12 September 2005 and who worked within the span of ordinary hours of 7.00am to 6.30pm Monday to Friday prior to that date may only elect to work within that span of hours. Provided that the span of hours may be altered by up to one hour (at either end of the span) by mutual agreement in writing between the Employer and Employee.

60. Minimum Engagement

See also clauses 13 (Regular Part-Time Employment) and 15 (Casual Employment).

- 60.1** Each Employee will be paid a minimum of three (3) hours, with the exception of Employees eligible for payment of overtime in accordance with clause 69 (Overtime) of the Agreement.
- 60.2** The minimum engagement for a permanent part-time Community Care Worker employed by Melbourne Health will be 15 hours per week to be worked at times agreed between the Employer and Employee.
- 60.3** No Employee will be paid less than the minimum hours of engagement.

61. Accrued Days Off

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

61.3 Employees other than Dental Assistants employed by DHSV or Ballarat Health Service

For Employees other than Dental Assistants employed by DHSV or Ballarat Health Service:

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

62. Hours of Work and Accrued Days Off (DHSV)

This clause only applies to Dental Assistants employed by DHSV.

62.1 By mutual agreement, the hours of work for a full-time Employee may be worked:

- (a) in a week of 4 days of not more than 10 hours each day; or
- (b) in a fortnight of 76 hours in 8 days of not more than 10 hours each day.

62.2 Accrued days off will be taken by mutual agreement at a time that is least disruptive to service delivery. For example, in Community Care, ADOs may need to be taken at the same time as a Dental Therapist.

62.3 Over a 12-month period an Employee may take up to a maximum of six ADOs on a Monday or a Friday.

62.4 Accrued days off will be taken as they accrue, provided that in exceptional circumstances an Employee may bank up to a maximum of 3 ADOs.

62.5 Notwithstanding anything elsewhere in this clause, Employees may bank up to 10 ADOs for the sole purpose of using the accrued days off during the Christmas/New Year closure period.

63. Rosters

This clause does not apply to Dental Assistants employed by DHSV or Ballarat Health Service.

63.1 A roster of at least 14 days' duration will be posted at least 14 days before it comes into operation at each work location in a place where it may be readily seen by such Employees and the Secretary or other accredited representative of the HWU.

63.2 Rosters will set out the Employees' daily ordinary hours of work, start times, finish times and meal intervals.

63.3 Seven days' notice will be given of a change in roster, except in emergency situations.

63.4 Change of roster

- (a) Where the Employer requires an Employee, without seven (7) days' notice and outside the expected circumstances in subclause 63.2 above, to perform ordinary duty at other times than those previously rostered, the Employee will be paid in accordance with the hours worked plus a daily change of roster allowance pursuant to **Part 1 of Schedule 2C**.
 - (b) Provided that a part-time Employee who agrees to work shift(s) in addition to those already rostered will not be entitled to the Change of Roster allowance for the additional shift(s) worked.
- 63.5** An Employee may apply in writing to the Employer to have their roster fixed by the provisions of subclause 63.6 below in lieu of clauses 63.1 to 63.4 above.
- 63.6** Rosters will be fixed by mutual agreement, subject to the provisions of the Agreement.
- 63.7** An Employee may repudiate a request made under clause 63.5 at any time, by giving written notice to the Employer. In such a case the roster of the Employee will be determined according to clauses 63.1 to 63.4 from the commencement of the next full roster period, being not less than five (5) clear days after such repudiation is received in writing by the Employer.
- 63.8** Rosters will be drawn up so as to provide at least eight (8) hours between successive periods of ordinary duty.

64. Rosters (DHSV)

This clause only applies to Dental Assistants employed by DHSV.

Roster changes will be made with at least 14 days notice, save for operational emergency situations.

65. Weekend Work

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

66. Daylight Saving

See also clauses 69 (Overtime) and 61 (Accrued Days Off).

- 66.1** Despite the overtime provisions of this Agreement, if an Employee works on a shift during which time changes because of the introduction of, or cessation to, daylight saving, that Employee will be paid for the actual hours worked at the applicable ordinary time rate of pay (including any applicable shift allowances, allowances ordinarily payable in respect of the shift and special rates for Saturdays and Sundays).

Example:

An Employee is rostered to work a ten hour night shift from 9pm through to 7:30am (including a 30 minute meal break). During the course of this shift, the clock is wound forward one hour due to the commencement of daylight saving.

The Employee therefore works nine hours. The Employee is paid nine hours at the applicable ordinary time rate of pay (including any shift allowances, allowances ordinarily payable in respect of this shift and special rates for Saturdays and Sundays).

Example:

An Employee is rostered in a ten hour night shift from 9pm through to 7.30am (including a 30 minute meal break). During the course of this shift, the clock is wound back one hour due to the cessation of daylight saving.

The Employee therefore works 11 hours. The Employee is paid 11 hours at the ordinary time rate of pay (including any shift allowances, allowances ordinarily payable in respect of this shift and special rates for Saturdays and Sundays). No overtime is paid for the additional hour worked.

- 66.2** For the purpose of calculating accrued days off, Employees who work on a shift during which time changes because of the introduction of, or cessation to, daylight saving, will be taken to have worked the standard hours for a night shift in accordance with the roster.

67. Meal Breaks

- 67.1** An Employee will not be required to work more than 5 hours continuously without a meal interval of not less than 30 minutes and not more than 60 minutes.
- 67.2** In the case of Dental Assistants employed by DHSV or Ballarat Health Service the usual meal break will be 45 minutes after 5 hours of continuous work.
- 67.3** Meal breaks will not be regarded as time worked.
- 67.4** Employees who are called back to work from their rostered meal break will be granted a meal break of not less than 20 minutes during the remainder of their shift. Such meal break will be counted as time worked.
- 67.5 Night Duty**
- (a) Employees who are not relieved from night duty (and on-call) during the rostered meal break will be granted a meal break of not less than 20

minutes, to be commenced after completing three hours and not more than five hours of duty. Such meal break will be counted as time worked.

- (b) The arrangement in subclause 67.5(a) may also be adopted in any case where there is mutual agreement between the Employer and Employee.

68. Rest Breaks

68.1 Employees will be entitled to a 10 minute rest break in each four hours worked, or part thereof being greater than one hour.

68.2 Rest breaks will be taken at a time suitable to the Employer and will be counted as time worked.

69. Overtime

69.1 Where an Employee is required to work reasonable additional hours, they will be entitled to payment of overtime in accordance with the provisions of this clause.

69.2 Only authorised overtime will be paid for and the following rates of overtime will apply:

(a) Employees other than Dental Assistants employed by DHSV or Ballarat Health Service

Employees other than Dental Assistants employed by DHSV or Ballarat Health Service will be paid at the rate of:

- (i) time and one half for the first two hours and double time thereafter for hours worked in excess of the number of hours fixed as a day's, week's or a fortnight's work, as the case may be;
- (ii) double time for overtime outside a spread of 12 hours from the commencement of the last previous rostered period of duty, provided that the overtime is not continuous with the next succeeding period of duty;
- (iii) time and one half for overtime outside a spread of 9 hours from the time of commencing work by an Employee rostered to work broken shifts; and
- (iv) double time for overtime outside a spread of 12 hours from the time of commencing work by an Employee rostered to work broken shifts.

(b) Dental Assistants employed by DHSV or Ballarat Health Service

Dental Assistants employed by DHSV or Ballarat Health Service will be paid at the rate of time and one half for the first two hours and double time thereafter for hours worked in excess of the ordinary agreed hours on a particular day.

- 69.3** Overtime will be so arranged that, where reasonably practicable, the Employee who performs overtime will have 10 consecutive hours off duty between the work of successive periods of duty.
- 69.4** In addition to subclause 69.3 above, an Employee, other than a casual, who works so much overtime between the end of their agreed ordinary hours of duty and the start of their next succeeding period of duty that they would not have a 10-hour break between those times, will be released after completion of such overtime worked until they have had a 10-hour break, without loss of pay for ordinary hours occurring during such absence.
- 69.5** If on the instructions of the Employer such an Employee resumes or continues work without having had ten consecutive hours off duty the Employee will be paid at the rate of double time until he or she is released from duty for such rest period and the Employee will then be entitled to be absent until he or she has had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- 69.6** In the event of any Employee finishing any period of overtime at a time when reasonable means of transport are not available for the Employee to return to his or her place of residence the Employer will provide adequate transport free of cost to the Employee.
- 69.7** For the purposes of this clause, in accruing or calculating payment of overtime, each period of overtime will stand alone.

70. Overtime In Lieu

- 70.1** An Employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer.
- 70.2** Overtime taken as time off during ordinary time hours will be taken at the penalty time rate. That is, one and one half hours off or two hours off, as the case may be, for each overtime hour worked.
- 70.3** An Employer will provide payment at the appropriate overtime rate where time off in lieu has not been taken within:
- (a) four (4) weeks of accrual, for Employees other than Dental Assistants employed by DHSV or Ballarat Health Service; or
 - (b) eight (8) weeks of accrual, for Dental Assistants employed by DHSV or Ballarat Health Service.
- 70.4** For the purposes of this clause, in accruing or calculating payment of overtime, each period of overtime will stand alone.

71. Make Up Time

- 71.1** An Employee may, with the agreement of the Employer, work make up time under which the Employee takes time off during ordinary hours and works those hours at ordinary time rate at a later, mutually agreed time or times.

- 71.2** Any agreement on make up time will be in writing and retained on the Employee's personal file.

72. Reasonable Additional Hours

72.1 Subject to subclause 72.2, an Employer may require an Employee to work reasonable additional hours at the appropriate overtime rate as defined in clause 69(Overtime) of the Agreement.

72.2 An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:

- (a) any risk to Employee health and safety arising from the additional hours;
- (b) the Employee's personal circumstances, including family responsibilities;
- (c) the needs of the workplace or enterprise in which the Employee is employed;
- (d) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours
- (e) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it;
- (f) the usual patterns of work in the industry, or the part of the industry, in which the Employee works;
- (g) the nature of the Employee's role, and the Employee's level of responsibility;
- (h) whether the additional hours are in accordance with an averaging arrangement agreed to by the Employer and Employee under clause 59 (Hours of Work); and
- (i) any other relevant matter.

73. Wash-Up Time

This clause does not apply to Dental Assistants employed by DHSV or Ballarat Health Service.

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

PART G – LEAVE AND PUBLIC HOLIDAYS

74. Annual Leave

74.1 Basic entitlement

- (a) An Employee (other than a casual Employee) is entitled to four (4) weeks annual leave for each year of service with the Employer.
- (b) Part-time Employees will be entitled to annual leave on a pro rata basis. Where the ordinary hours for a part-time Employee have varied during the period of accrual, the average ordinary hours will be used to determine the Employee's annual leave entitlement.
- (c) An Employee's annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accrues from year to year.

74.2 Shiftworker Definition for NES Purposes

For the purpose of the NES a shiftworker is an Employee who is regularly rostered to work Sundays and public holidays.

74.3 Weekend Worker Definition

For the purposes of this clause, weekend worker means any Employee who in any one year of employment works a portion of his or her ordinary hours on a weekend.

74.4 Additional Week's Annual Leave

- (a) An Employee who is a **weekend worker** who works for more than four ordinary hours on 10 or more weekends is entitled to an additional week's annual leave on the same terms and conditions.
- (b) The provisions of this clause have the same effect and give an Employee an entitlement to annual leave that is the same as the entitlement of the Employee under the NES relating to shiftworkers under section 87(1)(b)(ii) of the Act .
- (c) An Employee's entitlement to annual leave under this clause operates in parallel with the Employee's NES entitlement, but not so as to give the Employee a double benefit.
- (d) A **weekend worker** whose employment is terminated at the end of a period of employment which is less than one year computed from the date of commencement of the employment, or the date upon which the Employee last became entitled to annual leave from the Employer, will be paid in addition to any other amounts due to the Employee, an amount equal to 1/48th of his or her ordinary pay in respect of that period of employment.

74.5 Taking of annual leave

- (a) Annual leave will be taken at a time or times as agreed between the Employer and Employee. Where an Employee requests a period of annual leave, agreement will not be unreasonably withheld by the Employer.
- (b) Where a public holiday occurs during a period when an Employee is on annual leave, the Employee is taken not to be on annual leave on that public holiday.
- (c) If the period during which an Employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave) under the Agreement, or a period of absence from employment in accordance with clause 84 (Community Service Leave), the Employee is taken not to be on paid annual leave for the period of that other leave or absence.
- (d) The amount of annual leave loading or penalties paid to an Employee in accordance with subclause 74.7 in respect of a period of annual leave that is subsequently converted to another type of leave will be deducted from any future entitlement under subclause 74.7 or payment upon termination of employment, where applicable.
- (e) The Employer and an Employee may agree to defer the payment of annual leave loading in respect of single day annual leave absences until at least five annual leave days are taken by the Employee.

74.6 Payment for annual leave

- (a) If an Employee takes a period of paid annual leave, the Employer must pay the Employee their ordinary pay for the period of leave so taken.
- (b) **Ordinary pay**, for the purposes of this clause, means remuneration for the Employee's weekly number of hours during the period of leave taken, calculated at the ordinary time rate of pay pursuant to **Schedule 2B**.
- (c) If, when the employment of an Employee ends, the Employee has an accrued annual leave entitlement, the Employer must pay the Employee the amount that would have been payable to the Employee had they taken the period of accrued annual leave.

74.7 Annual Leave Loading

- (a) In addition to the ordinary pay as described in subclause 74.6(b), Employees other than Dental Assistants employed by DHSV or Ballarat Health Service will receive either:
 - (i) over Agreement payments for ordinary hours of work (where applicable);
 - (ii) shift work premiums, according to the roster or projected roster (where applicable);
 - (iii) Saturday and Sunday premiums, according to the roster or projected roster (where applicable); and

- (iv) in-charge allowances (where applicable); or
 - (v) annual leave loading equal to 17.5% of his or her wage, for his or her normal weekly hours, calculated at the ordinary time rate of pay, whichever is the higher.
- (b) Dental Assistants employed by DHSV or Ballarat Health Service are not eligible for payment of annual leave loading in addition to the ordinary pay as described in subclause 74.6(b) as the rates of pay for Dental Assistants employed by DHSV or Ballarat Health Service are inclusive of annual leave loading.

74.8 Annual leave in advance

- (a) Annual leave may be taken in advance, by mutual agreement between the Employer and Employee.
- (b) Where annual leave is taken in advance, a further period of annual leave will not commence to accrue until after the expiration of the twelve months in which annual leave had been taken before it accrued.
- (c) Where annual leave has been taken in advance by an Employee and:
 - (i) the employment of the Employee is terminated before he or she has completed the year of employment in respect of which such annual leave has been taken; and
 - (ii) the sum paid by the Employer to the Employee as ordinary pay for the annual leave so taken exceeds the sum that the Employer is required to pay to the Employee under subclause 74.6 (Payment for annual leave) or subclause 74.7 (Annual Leave Loading); then
 - (iii) the Employer will not be liable to make any payment to the Employee under subclause 74.6 (Payment for annual leave) or subclause 74.7 (Annual Leave Loading) and will be entitled to deduct the amount of such excess from any remuneration payable to the Employee upon termination of employment.
- (d) In the case of Dental Assistants employed by DHSV or Ballarat Health Service, annual leave may only be taken in advance where the Employee has completed at least six (6) months continuous service at the time of making such request.

74.9 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under this subclause.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement.
- (c) Annual leave may only be cashed out by an Employee in conjunction with the Employee taking at least one week's annual leave, except in hardship circumstances.

- (d) An Employer and an Employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the Employee.
- (e) The agreement under this subclause must:
 - (i) state the amount of leave to be cashed out and the payment to be made to the employee for it;
 - (ii) state date on which the payment is to be made; and
 - (iii) be signed by the Employer and Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the Employee taken the leave at the time the payment is made.
- (g) An agreement under this subclause must not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The Employer must keep a copy of any agreement under this subclause as an employee record.

74.10 Christmas/New Year Closure – DHSV

This clause only applies to Dental Assistants employed by DHSV.

Where the Employer closes one or more of its operations over the Christmas/New Year period and provided not less than 4 weeks' notice in writing to affected Employees, such Employees will be afforded the option of utilising Annual Leave, Time in Lieu, Accrued Days Off for the period of closure or, in the event of insufficient credits, leave without pay.

75. Purchased Leave

75.1 Full-time Employees may purchase additional annual leave, with the agreement of the Employer.

75.2 The amount of additional leave that may be purchased varies according to the classification of the Employee as follows:

(a) Employees other than Dental Assistants employed by DHSV or Ballarat Health Service

- (i) Full-time Employees may purchase up to 4 weeks additional leave per year and, with the agreement of the Employer, work between 48 and 51 weeks per year. Approval rests with the Employer, who may legitimately take into account operational needs and work requirements. Agreement will not be unreasonably withheld.

- (ii) Where the Employer and Employee agree to a reduction in the number of working weeks, the Employee will receive additional leave as follows:

Period worked	Additional weeks' leave	Total weeks' leave
48/52 weeks	4 weeks	8 weeks
49/52 weeks	3 weeks	7 weeks
50/52 weeks	2 weeks	6 weeks
51/52 weeks	1 weeks	5 weeks

(b) Dental Assistants Employed by DHSV or Ballarat Health Service:

- (i) Full-time Employees may purchase up to 8 weeks additional leave per year and, with the agreement of the Employer, work between 44 and 51 weeks per year.
- (ii) Where the Employer and Employee agree to a reduction in the number of working weeks, the Employee will receive additional leave as follows:

Period worked	Additional weeks' leave	Total weeks' leave
44/52 weeks	8 weeks	12 weeks
45/52 weeks	7 weeks	11 weeks
46/52 weeks	6 weeks	10 weeks
47/52 weeks	5 weeks	9 weeks
48/52 weeks	4 weeks	8 weeks
49/52 weeks	3 weeks	7 weeks
50/52 weeks	2 weeks	6 weeks
51/52 weeks	1 weeks	5 weeks

75.3 Where an Employee applies for additional leave pursuant to this clause the Employer will respond to such application within four (4) weeks.

75.4 Where the Employer and Employee agree to a reduction in the number of working weeks, the Employee will receive a salary equal to the period worked, but spread over a 52 week period. Accrual of sick leave and long service leave will be unaffected by these arrangements.

- 75.5** The approval of purchased leave arrangements for individual Employees will be subject to annual application and approval by the Employer.
- 75.6** An Employee may revert to ordinary 52 week employment by giving the Employer no less than four weeks written notice.
- 75.7** Where an Employee so reverts to 52 week employment, appropriate pro-rata salary adjustments will be made.

76. Personal/Carers Leave

76.1 The provisions of this clause apply to full-time and regular part-time Employees. The carer's leave entitlements of casual Employees are set out in subclause 76.10 below.

76.2 Amount of paid personal/carers leave

- (a) Paid personal/carers leave will be available to an Employee when they are absent because of:
- (i) personal illness or injury; or
 - (ii) personal illness or injury of an immediate family or household member who requires the Employee's care and support; or
 - (iii) an unexpected emergency affecting an immediate family or household member; or
 - (iv) the requirement to provide ongoing care and attention to another person who is wholly or substantially dependent on the Employee, provided that the care and attention is not wholly or substantially on a commercial basis.
- (b) The amount of personal/carers leave to which a full-time Employee is entitled depends on the classification of the Employee and how long they have worked for the Employer.
- (c) **Employees other than Dental Assistants employed by DHSV or Ballarat Health Service**
- (i) Employees other than Dental Assistants employed by DHSV or Ballarat Health Service will accrue personal/carers leave as follows:
 - A. one day will be available for each month of service in the first year of service;
 - B. 14 days will be available per annum in the second, third and fourth year of service; and
 - C. 21 days will be available per annum in each subsequent year of service.
 - D. For the avoidance of doubt a "day" means 7.6 hours and "days" has a corresponding meaning for the purposes of personal leave accrual.

- (ii) In addition to subclause 76.2(c) above, where the Employees do not utilise the single day absences referred to in subclause 76.6(a)(i) for a period of five years, an additional 5 days' personal/carer's leave will be added to the Employee's accrued entitlement.

(d) Dental Assistants employed by DHSV or Ballarat Health Service

Dental Assistants employed by DHSV or Ballarat Health Service will accrue 12 days of personal/carer's leave for each year of service.

76.3 Leave to attend health professional appointments

Employees who are absent from duty on account of a personal disability and are required to attend an appointment with a chiropodist/podiatrist, chiropractor, dentist, optometrist, osteopath, physiotherapist or psychologist will, on production of satisfactory evidence, be granted leave out of existing personal/carer's leave entitlements.

76.4 Use of accumulated personal/carer's leave

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

76.5 Employee must give notice

- (a) Employees must give the Employer notice of the taking of personal/carer's leave.
- (b) The notice:
 - (i) Must be given to the to the Employer as soon as practicable (which may be a time after the leave has started); and
 - (ii) Must advise the Employer of the period, or expected period, of the leave.
 - (iii) The Employer must provide and inform Employees of a procedure for the notification by Employees of their inability to attend work due to illness or injury. All such notifications will be registered, detailing the time and name of the Employee.

76.6 Evidence supporting claim

- (a) The Employer will require the Employee to provide evidence that would satisfy a reasonable person to support the taking of personal/carer's leave, provided that:
 - (i) Employees other than Dental Assistants employed by DHSV or Ballarat Health Service may be absent through personal illness or injury for one day without furnishing evidence on not more than three (3) occasions in any one year of service.
 - (ii) Dental Assistants employed by DHSV or Ballarat Health Service may be absent through personal injury or illness for one day

without furnishing evidence on not more than five (5) occasions in any one year of service.

- (b) When taking leave to care for members of their immediate family or household who are ill or injured and require care and support, the Employee will, if required by the Employer, establish by production of a medical certificate or statutory declaration, the illness or injury of the person who requires care and support.
- (c) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the Employee must, if required by the Employer, establish by production of documentation acceptable to the Employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.
- (d) In normal circumstances, an Employee must not take leave to care for an immediate family or household member under this clause where another person has taken leave to care for the same person.
- (e) An Employee is not entitled to personal/carer's leave under this clause unless they have complied with the foregoing notice and evidence requirements.

76.7 Absence on public holidays

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

76.8 Unpaid personal/carer's leave

Where an Employee has exhausted all paid personal/carer's leave entitlements, he/she is entitled to take unpaid carer's leave to provide care and support in the circumstances outlined in subclause 76.2(a)(ii), (iii), or (iv). The Employer and the Employee will agree on the period. In the absence of agreement the Employee is entitled to take up to two (2) days' unpaid carer's leave per occasion.

76.9 No Employer will terminate the services of an Employee during the currency of any period of personal leave with the object of avoiding his or her obligations under this clause.

76.10 Casual Employees – Caring responsibilities

- (a) Casual Employees are entitled to be unavailable to attend work or to leave work:
 - (i) if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
 - (ii) upon the death of an immediate family or household member.

- (b) The Employer and the Employee will agree on the period for which the Employee will be entitled to be unavailable to attend work. In the absence of agreement, the Employee is entitled to be absent from work for up to two (2) days per occasion. The casual Employee is not entitled to any payment for the period of absence.
- (c) The Employer will require the casual Employee to provide satisfactory evidence to support the taking of this leave.
- (d) An Employer must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of the Employer to engage or not engage a casual Employee are otherwise not affected.

76.11 Portability of personal/carer's leave

The following portability arrangements apply to Employees:

- (a) Where an Employee is and has been in the service of an Employer registered and subsidised under the Health Services Act or the Fairfield Hospital Board or of the Cancer Institute Board of the Victorian Bush Nursing Association (Incorporated) and transfers to another Employer registered and subsidised under the Hospital and Charities Act or the Fairfield Hospital Board or of the Cancer Institute Board of the Victorian Bush Nursing Association (Incorporated), accumulated personal leave to his or her credit up to a maximum of 180 days will be credited to such Employee in his or her new employment. The Employer may require the Employee to produce a written statement from his or her previous Employer specifying the amount of accumulated personal leave standing to the credit of such Employee at the time of leaving that previous employment.
- (b) Provided that in respect of any period of absence from employment between engagement with one Employer and another or re-engagement with the same Employer, continuity of employment will be deemed to be unbroken provided such period of absence does not exceed five weeks in addition to the total period of annual leave, long service leave and or personal leave which the Employee actually receives on termination or for which he or she is paid in lieu.
- (c) Provided further that where any Employee for the sole purpose of undertaking a course of study related to his or her employment, is, with the written approval of his or her Employer, absent without pay for up to but not exceeding 52 weeks, such absences will not be deemed to have broken continuity of service but will not be counted in aggregating service for the purpose of establishing entitlement to personal leave portability.

76.12 Personal Leave and additional shifts above ordinary hours

No payment of personal leave will be made to an Employee where the shift or hours not worked due to illness or injury are in addition to an Employee's ordinary hours of work. For the avoidance of doubt, this provision operates in relation to additional shifts or hours an Employee has been requested to work

above their ordinary hours but subsequently cannot work those hours due to illness or injury. This provision does not apply where the Employee has been rostered additional shift or hours in advance, for example under clause 63 (Rosters) or clause 64 (Rosters (DHSV)) (as applicable), which are above their ordinary hours, in this case Employee's can still access their personal leave entitlements in accordance with this clause 76.

77. Compassionate Leave

77.1 What is compassionate leave?

- (a) Compassionate leave may be available under this clause to an Employee if a member of the Employee's immediate family or household:
 - (i) contracts or develops a personal illness or sustains a personal injury that poses a serious threat to their life; or
 - (ii) dies(a "permissible occasion").
- (b) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

77.2 Employees other than casual Employees

- (a) The provisions of this subclause apply to all Employees other than casual Employees. The entitlements of casual Employees are set out below.
- (b) An Employee is entitled to up to 2 ordinary days' paid leave, on each permissible occasion.
- (c) An Employee may take compassionate leave for a particular permissible occasion as:
 - (i) a single continuous 2 day period;
 - (ii) 2 separate periods of one day each; or
 - (iii) any separate periods to which the Employee and Employer agree.
- (d) An Employee may take unpaid additional compassionate leave by agreement with the Employer.

77.3 Casual Employees

Subject to the evidence requirements described below, a casual Employee is entitled to 2 days unpaid compassionate leave on each permissible occasion. Unpaid compassion leave under this subclause may be taken as:

- (a) a single continuous period,
- (b) two separate periods of one day each, or
- (c) any separate periods to which the Employee and Employer agree.

77.4 Evidence – all Employees

Proof of the injury, illness or death must be provided that would satisfy a reasonable person, if requested.

78. Pre-Natal Leave

78.1 An Employee required to attend pre-natal appointments or parenting classes that are only available or can only be attended during the Employee's ordinary rostered shift may, subject to the provision of satisfactory evidence of attendance, access his or her personal leave credit.

78.2 The Employee must give the Employer prior notice of the Employee's intention to take such leave.

79. Pre-adoption leave

79.1 An Employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure.

79.2 The Employee and the Employer should agree on the length of the unpaid leave.

79.3 Where agreement cannot be reached the Employee is entitled to take up to two days unpaid leave.

79.4 Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.

80. Parental Leave

80.1 Structure of clause

This clause is structured as follows:

- (a) Definitions: subclause 80.2
- (b) Long parental leave – unpaid : subclause 80.3
- (c) Short parental leave – unpaid: subclause 80.4
- (d) Paid parental leave: subclause 80.5
- (e) Notice and evidence requirements: subclause 80.6
- (f) Parental leave associated with the birth of a Child – additional provisions: subclause 80.7
- (g) Unpaid pre-adoption leave: subclause 80.8
- (h) Where placement does not proceed or continue: subclause 80.9
- (i) Special maternity leave: subclause 80.10
- (j) Variation of period of unpaid parental leave up to 12 months: subclause 80.11

- (k) Right to request extension of period of unpaid parental leave beyond 12 months: subclause 80.12
- (l) Parental leave and other entitlements: subclause 80.13
- (m) Transfer to a safe job: subclause 80.14
- (n) Returning to work after a period of parental leave: subclause 80.15
- (o) Replacement Employees: subclause 80.16
- (p) Communication during parental leave – organisational change: subclause 80.17
- (q) Keeping in touch days: subclause 80.18

Other provisions associated with parental leave are also included in this Agreement. Specifically, prenatal leave at clause 78, flexible working arrangements which includes the right to request to return from parental leave on a part-time basis at clause 111, leave to attend interviews and examinations relevant to adoption leave (pre-adoption leave) at clause 79 and breastfeeding at clause 81.

80.2 Definitions

For the purposes of this clause:

- (a) **Child** means:
 - (i) in relation to birth-related leave, a child (or children from a multiple birth) of the Eligible Employee or the Eligible Employee's Spouse; or
 - (ii) in relation to adoption-related leave, a child (or children) under 16 (as at the day of placement or expected day of placement) who is placed or who is to be placed with the Eligible Employee for the purposes of adoption, other than a child or step-child of the Eligible Employee or of the Spouse of the Eligible Employee or a child who has previously lived continuously with the Eligible Employee for a period of six months or more (Adopted Child).
- (b) **Continuous Service** includes continuous service with one and the same Employer or continuous service with more than one Employer including Institutions or Statutory Bodies (as defined at subclause 82.6), and includes any period of employment that would count as service under the Act.
- (c) **Eligible Casual Employee** means an Employee employed by the Employer in casual employment on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months and who has, but for the birth or expected birth of a Child or the decision to adopt a Child, a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.

- (d) **Eligible Employee** for the purposes of this clause 80 means an Employee who has at least 12 months' Continuous Service or an Eligible Casual Employee as defined above.
- (e) **Employee Couple** has the same meaning as under the Act.
- (f) **Long Parental Leave** means the 52 weeks' parental leave an Eligible Employee may take under subclause 80.3 . A person taking Long Parental Leave under subclause 80.3 is the Primary Carer for the purpose of this clause.
- (g) **Primary Carer** means the person who has responsibility for the care of the Child. Only one person can be the Child's Primary Carer on a particular day.
- (h) **Short Parental Leave** means the up to eight weeks' concurrent parental leave an Eligible Employee who will not be the Primary Carer of a Child may take under subclause 80.4 .
- (i) **Spouse** includes a person to whom the Eligible Employee is married and a de facto partner, former spouse or former de facto spouse of the Employee. A de facto Spouse means a person who lives with the Employee as husband, wife or same-sex partner on a bona fide domestic basis.

80.3 Long Parental Leave – Unpaid

- (a) An Eligible Employee is entitled to 12 months' unpaid Long Parental Leave if:
 - (i) the leave is associated with:
 - (ii) the birth of a Child of the Eligible Employee or the Eligible Employee's Spouse ; or
 - (iii) the placement of a Child with the Eligible Employee for adoption; and
 - (iv) the Eligible Employee is the Primary Carer.
- (b) The Eligible Employee must take the leave in a single continuous period.
- (c) Where an Eligible Employee is a member of an Employee Couple, except as provided at subclause 80.4 (Short Parental Leave – Unpaid), parental leave must be taken by only one parent of an Employee Couple at a time in a single continuous period.
- (d) Each member of an Employee Couple may take a separate period of up to 12 months of Long Parental Leave less any period of Short Parental Leave taken by the Eligible Employee.
- (e) An Eligible Employee may be able to extend a period of unpaid parental leave in accordance with subclause 80.11 .

80.4 Short Parental Leave – Unpaid

- (a) This clause applies to an Eligible Employee who is a member of an Employee Couple.
- (b) An Eligible Employee who will not be the Primary Carer of a Child may take up to eight weeks' leave concurrently with any parental leave taken by the parent who will be the Primary Carer. Short Parental Leave may be taken in separate periods but, unless the Employer agrees, each period must not be shorter than two weeks.
- (c) The period of Short Parental Leave will be deducted from the period of Long Parental Leave to which the Eligible Employee is entitled under subclause 80.3 (if applicable).

80.5 Paid Parental Leave

- (a) Upon an Eligible Employee commencing parental leave:
 - (i) a Primary Carer taking Long Parental Leave will be entitled to 10 weeks' paid parental leave and superannuation in accordance with subclause 26.8; and
 - (ii) a non-Primary Carer taking Short Parental Leave will be entitled to one week's paid parental leave;
 - (iii) save that an Eligible Employee who has taken Short Parental Leave does not also receive the Long Parental Leave entitlement at (i), even if the Eligible Employee later takes Long Parental Leave.
- (b) Paid parental leave is in addition to any relevant Commonwealth Government paid parental leave scheme (subject to the requirements of any applicable legislation)
- (c) The Employer and Eligible Employee may reach agreement as to how the paid parental leave under this Agreement is paid. For example, such leave may be paid in smaller amounts over a longer period, consecutively or concurrently with any relevant Commonwealth Government parental leave scheme (subject to the requirements of any applicable legislation) and may include a voluntary contribution to superannuation.
- (d) Such agreement must be in writing and signed by the parties. The Eligible Employee must nominate a preferred payment arrangement at least four weeks prior to the expected date of birth or date of placement of the Child. In the absence of agreement, such leave will be paid during the ordinary pay periods corresponding with the period of the leave.
- (e) The paid parental leave prescribed by this clause will be concurrent with any relevant unpaid entitlement prescribed by the NES / this Agreement.

80.6 Notice and evidence requirements

- (a) An Employee must give at least 10 weeks written notice of the intention to take parental leave, including the proposed start and end dates. At this time, the Employee must also provide a statutory declaration stating:

- (i) that the Employee will become either the Primary Carer or non-Primary Carer of the Child, as appropriate;
 - (ii) the particulars of any parental leave taken or proposed to be taken or applied for by the Employee's Spouse; and
 - (iii) that for the period of parental leave the Employee will not engage in any conduct inconsistent with their contract of employment.
- (b) At least four weeks before the intended commencement of parental leave, the Employee must confirm in writing the intended start and end dates of the parental leave, or advise the Employer of any changes to the notice provided in subclause 80.6(a) , unless it is not practicable to do so.
- (c) The Employer may require the Employee to provide evidence which would satisfy a reasonable person of:
 - (i) in the case of birth-related leave, the date of birth of the Child (including without limitation, a medical certificate or certificate from a registered midwife, stating the date of birth or expected date of birth); or
 - (ii) in the case of adoption-related leave, the commencement of the placement (or expected day of placement) of the Child and that the Child will be under 16 years of age as at the day of placement or expected day of placement.
- (d) An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by the birth of the Child or placement occurring earlier than the expected date or in other compelling circumstances. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.

80.7 Parental leave associated with the birth of a Child – additional provisions

Subject to the limits on duration of parental leave set out in this Agreement and unless agreed otherwise between the Employer and Eligible Employee, an Eligible Employee who is pregnant may commence Long Parental Leave at any time up to six weeks immediately prior to the expected date of birth.

(a) Six weeks before the birth

Where a pregnant Eligible Employee continues to work during the six week period immediately prior to the expected date of birth, the Employer may require the Eligible Employee to provide a medical certificate stating that she is fit for work and, if so, whether it is inadvisable for her to continue in her present position because of illness or risks arising out of the Eligible Employee's pregnancy or hazards connected with the position.

- (b) Where a request is made under subclause (a) and an Eligible Employee:
 - (i) does not provide the Employer with the requested certificate within seven days of the request; or

- (ii) within seven days after the request, the Eligible Employee gives the Employer a medical certificate stating that the Eligible Employee is not fit for work;
 - (iii) the Employer may require the Eligible Employee to commence their parental leave as soon as practicable.
- (c) Where a request is made under subclause (a) and an Eligible Employee provides a medical certificate that states that the Eligible Employee is fit for work but it is inadvisable for the Eligible Employee to continue in her present position during a stated period, subclause 80.14 (Transfer to a safe job) will apply.

80.8 Unpaid pre-adoption leave

Employees' entitlement to pre-adoption leave is set out at clause 79 (Pre-adoption leave).

80.9 Where placement does not proceed or continue

- (a) Where the placement of the Child for adoption with an Eligible Employee does not proceed or continue, the Eligible Employee must notify the Employer immediately.
- (b) Where the Eligible Employee had, at the time, started a period of adoption-related leave in relation to the placement, the Eligible Employee's entitlement to adoption-related leave is not affected, except where the Employer gives written notice under subclause 80.9(c).
- (c) The Employer may give the Eligible Employee written notice that, from a stated day no earlier than four weeks after the day the notice is given, any untaken long adoption-related leave is cancelled with effect from that day.
- (d) Where the Eligible Employee wishes to return to work due to a placement not proceeding or continuing, the Employer must nominate a time not exceeding four weeks from receipt of notification for the Eligible Employee's return to work.

80.10 Special maternity leave

- (a) Entitlement to unpaid special birth-related leave
- (b) A female Eligible Employee is entitled to a period of unpaid special leave if she is not fit for work during that period because:
 - (i) she has a pregnancy-related illness; or
 - (ii) she has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the Child otherwise than by the birth of a living Child.
- (c) A female Eligible Employee who has an entitlement to personal leave may, in part or whole, take personal leave instead of unpaid special leave under this clause.
- (d) Where the pregnancy ends more than 28 weeks from the expected date of birth of the Child, the Eligible Employee is entitled to access any paid

and/or unpaid personal leave entitlements in accordance with the relevant personal leave provisions.

(e) Entitlement to paid special birth-related leave

- (i) A female Eligible Employee is entitled to a period of paid special leave if the pregnancy terminates at or after the completion of 20 weeks' gestation or the Eligible Employee gives birth but the baby subsequently dies.
- (ii) Paid special leave is paid leave not exceeding the amount of paid leave available to Primary Carers under subclause 80.5(a)(i) (plus superannuation).
- (iii) Paid special leave is in addition to any unpaid special leave taken under subclause 80.10(b).
- (iv) Paid leave available to non-Primary Carers under subclause 80.5(a)(ii) will also apply in these circumstances.

(f) Evidence

If an Eligible Employee takes leave under this clause the Employer may require the Eligible Employee to provide evidence that would satisfy a reasonable person of the matters referred to in subclause 80.10(b) or 80.10(e)(i) or to provide a certificate from a registered medical practitioner. The Eligible Employee must give notice to the Employer as soon as practicable, advising the Employer of the period or the expected period of the leave under this provision.

80.11 Variation of period of unpaid parental leave (up to 12 months)

- (a) Where an Eligible Employee has:
 - (i) given notice of the taking of a period of Long Parental Leave under subclause 80.3; and
 - (ii) the length of this period of Long Parental Leave as notified to the Employer is less than the Eligible Employee's available entitlement to Long Parental Leave; and
 - (iii) the Eligible Employee has commenced the period of Long Parental Leave,
 - (iv) the Eligible Employee may apply to the Employer to extend the period of parental leave on one occasion. Any extension is to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in subclause 80.3 or subclause 80.11 .
- (b) If the Employer and Eligible Employee agree, the Eligible Employee may further change the period of parental leave.

80.12 Right to request an extension of period of unpaid parental leave beyond 12 months

An Eligible Employee entitled to Long Parental Leave pursuant to the provisions of subclause 80.3 may request the Employer to allow the Eligible Employee to extend the period of Long Parental Leave by a further continuous period of up to 12 months immediately following the end of the available parental leave.

(a) Request to be in writing

The request must be in writing and must be given to the Employer at least four weeks before the end of the available parental leave period.

(b) Response to be in writing

The Employer must give the Eligible Employee a written response to the request stating whether the Employer grants or refuses the request. The response must be given as soon as practicable, and not later than 21 days, after the request is made.

(c) Refusal only on reasonable business grounds

The Employer may only refuse the request on reasonable business grounds.

(d) Reasons for refusal to be specified

If the Employer refuses the request, the written response must include details of the reasons for the refusal.

(e) Reasonable opportunity to discuss

The Employer must not refuse the request unless the Employer has given the Eligible Employee a reasonable opportunity to discuss the request.

(f) Employee Couples

Where a member of an Employee Couple is requesting an extension to a period of Long Parental Leave in relation to a Child:

- (i) the request must specify any amount of Long Parental Leave that the other member of the Employee Couple has taken, or will have taken in relation to the Child before the extension starts;
- (ii) the period of extension cannot exceed 12 months, less any period of Long Parental Leave that the other member of the Employee Couple has taken, or will have taken, in relation to the Child before the extension starts;
- (iii) the amount of Long Parental Leave to which the other member of the Employee Couple is entitled under subclause 80.3 in relation to the Child is reduced by the period of the extension.

(g) No extension beyond 24 months

An Eligible Employee is not entitled to extend the period of Long Parental Leave beyond 24 months after the date of birth or day of placement of the Child.

80.13 Parental leave and other entitlements

An Eligible Employee may use any accrued annual leave or long service leave entitlements concurrently with Long Parental Leave, save that taking that leave does not have the effect of extending the period of Long Parental Leave.

80.14 Transfer to a safe job

(a) Where an Employee is pregnant and provides evidence that would satisfy a reasonable person that she is fit for work but it is inadvisable for the Employee to continue in her present position for a stated period (the risk period) because of:

- (i) illness or risks arising out of the pregnancy, or
- (ii) hazards connected with the position,
- (iii) the Employee must be transferred to an appropriate safe job if one is available for the risk period, with no other change to the Employee's terms and conditions of employment.

(b) Paid no safe job leave

If:

- (i) subclause 80.14(a) applies to a pregnant Eligible Employee but there is no appropriate safe job available; and
- (ii) the Eligible Employee is entitled to Long Parental Leave; and
- (iii) the Eligible Employee has complied with the notice of intended start and end dates of leave and evidence requirements under subclause 80.6 for taking Long Parental Leave;

(c) then the Eligible Employee is entitled to paid no safe job leave for the risk period.

(d) If the Eligible Employee takes paid no safe job leave for the risk period, the Employer must pay the Eligible Employee at the Eligible Employee's rate of pay set out in **Schedule 2B** for the Eligible Employee's ordinary hours of work in the risk period.

(e) This entitlement to paid no safe job leave is in addition to any other leave entitlement the Eligible Employee may have.

(f) If an Eligible Employee, during the six week period before the expected date of birth, is on paid no safe job leave, the Employer may request that the Eligible Employee provide a medical certificate within seven (7) days stating whether the Eligible Employee is fit for work.

(g) If, the Eligible Employee has either:

- (i) not complied with the request from the Employer under (e) above; or
- (ii) provided a medical certificate stating that she is not fit for work; then

the Eligible Employee is not entitled to no safe job leave and the Employer may require the Eligible Employee to take parental leave as soon as practicable.

(h) Unpaid no safe job leave

If:

- (i) subclause 80.14(a) applies to a pregnant Employee but there is no appropriate safe job available; and
- (ii) the Employee will not be entitled to Long Parental Leave as at the expected date of birth; and
- (iii) the Employee has given the Employer evidence that would satisfy a reasonable person of the pregnancy if required by the Employer (which may include a requirement to provide a medical certificate),

the Employee is entitled to unpaid no safe job leave for the risk period.

80.15 Returning to work after a period of parental leave

- (a) An Eligible Employee must confirm to the Employer that the Eligible Employee will return to work as scheduled after a period of Long Parental Leave at least four weeks prior to the end of the leave, or where that is not practicable, as soon as practicable.
- (b) An Eligible Employee will be entitled to return:
 - (i) unless subclause 80.15(b)(ii) or subclause 80.15(b)(iii) applies, to the position which they held immediately before proceeding on parental leave;
 - (ii) if the Eligible Employee was promoted or voluntarily transferred to a new position (other than to a safe job pursuant to subclause 80.14 [68.14]), to the new position;
 - (iii) if subclause 80.15(b)(ii) does not apply, and the Eligible Employee began working part-time because of the pregnancy of the Eligible Employee, or his or her Spouse, to the position held immediately before starting to work part-time.
- (c) Subclause 80.15(b) is not to result in the Eligible Employee being returned to the safe job to which the Eligible Employee was transferred under subclause 80.14. In such circumstances, the Eligible Employee will be entitled to return to the position held immediately before the transfer.
- (d) Where the relevant former position (per subclauses 80.15(b) and 80.15(c) above) no longer exists, an Eligible Employee is entitled to return to an available position for which the Eligible Employee is qualified and suited nearest in status and pay to that of their pre-parental leave position.
- (e) The Employer must not fail to re-engage an Eligible Employee because:

- (i) the Eligible Employee or Eligible Employee’s Spouse is pregnant;
or
 - (ii) the Eligible Employee is or has been immediately absent on parental leave.
- (f) The rights of the Employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

80.16 Replacement Employees

- (a) A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Eligible Employee proceeding on parental leave.
- (b) Before the Employer engages a replacement Employee, the Employer must inform that person of the temporary nature of the employment and of the rights of the Eligible Employee who is being replaced to return to their pre-parental leave position.

80.17 Communication during parental leave – organisational change

- (a) Where an Eligible Employee is on parental leave and the Employer proposes a change that will have a significant effect within the meaning of clause 6 (Consultation) of this Agreement on the Eligible Employee’s pre-parental leave position, the Employer will comply with the requirements of clause 6 (Consultation) which include but are not limited to providing:
 - (i) information in accordance with subclause 6.4; and
 - (ii) an opportunity for discussions with the Eligible Employee and, where relevant, the Eligible Employee’ representative in accordance with subclause 6.6.
- (b) The Eligible Employee will take reasonable steps to inform the Employer about any significant matter that arises whilst the Eligible Employee is taking parental leave that will affect the Eligible Employee’s decision regarding the duration of parental leave to be taken, whether the Eligible Employee intends to return to work and whether the Eligible Employee intends to request to return to work on a part-time basis.
- (c) The Eligible Employee will also notify the Employer of changes of address or other contact details which might affect the Employer’s capacity to comply with subclause 80.17.

80.18 Keeping in touch days

- (a) This clause does not prevent an Eligible Employee from performing work for the Employer on a keeping in touch day while the Eligible Employee is taking Long Parental Leave. If the Eligible Employee does so, the performance of that work does not break the continuity of the period of Long Parental Leave.
- (b) Any day or part of a day on which the Eligible Employee performs work for the Employer during the period of leave is a keeping in touch day if:

- (i) the purpose of performing the work is to enable the Eligible Employee to keep in touch with his or her employment in order to facilitate a return to that employment after the end of the period of leave; and
 - (ii) both the Eligible Employee and Employer consent to the Eligible Employee performing work for the Employer on that day; and
 - (iii) the day is not within:
 - A. if the Eligible Employee suggested or requested that they perform work for the Employer on that day – 14 days after the date of birth, or day of placement, of the Child to which the period of leave relates; or
 - B. otherwise – 42 days after the date of birth, or day of placement, of the Child; and
 - (iv) the Eligible Employee has not already performed work for the Employer or another entity on ten days during the period of leave that were keeping in touch days.
- (c) The Employer must not exert undue influence or undue pressure on an Eligible Employee to consent to a keeping in touch day.
- (d) For the purposes of subclause 80.18(b)(iv) the following will be treated as two separate periods of unpaid parental leave:
- (i) a period of Long Parental Leave taken during the Eligible Employee's available parental leave period under subclause 80.3; and
 - (ii) an extension of the period of Long Parental Leave under subclause 80.11.

81. Breastfeeding

81.1 Paid break

The Employer will provide reasonable paid break time for an Employee to express breast milk for her nursing child each time such Employee has need to express the milk, or breastfeed the child within the workplace, for one year after the child's birth.

81.2 Place to express or feed

The Employer will also provide a comfortable place, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public, which may be used by an Employee to express breast milk or breastfeed a child in privacy.

81.3 Storage

Appropriate refrigeration will be available in proximity to the area referred to in subclause 81.2 for breast milk storage. Responsibility for labelling, storage and use lies with the Employee.

82. Long Service Leave

82.1 Entitlement

- (a) An Employee will be entitled to long service leave with pay, in respect of continuous service with one and the same Employer, or service with Institutions or Statutory Bodies, in accordance with the provisions of this clause.
- (b) Subject to subclause 82.1(c) below, the amount of such entitlement will be:
 - (i) on the completion by the Employee of fifteen years' continuous service - six months' long service leave; and
 - (ii) thereafter an additional two months' long service leave on the completion of each additional five years' service.
 - (iii) in addition, in the case of an Employee who has completed more than fifteen years' service and whose employment is terminated otherwise than by the death of the Employee, an amount of long service leave equal to 1/30th of the period of his/her service since the last accrual of entitlement to long service leave under subclause 82.1(a).
 - (iv) in the case of an Employee who has completed at least ten years' service, but less than fifteen years' service, and whose employment is terminated for any cause other than serious and wilful misconduct, such amount of long service leave as equals 1/30th of the period of service.
- (c) Provided that, in the case of a Dental Assistant employed by DHSV or Ballarat Health Service who was employed by the Department of Human Services and elected to accept direct employment with the Employer, the quantum of long service leave will be calculated by reference to the following:
 - (i) that period of continuous service with the Department of Human Services, based on at the ratio of 3 months' long service leave after 10 years of continuous service; and
 - (ii) that period of their subsequent service as a direct Employee of the Employer, based on the ratio of 6 months' long service leave after 15 years of continuous service.

82.2 Service entitling to leave

- (a) Subject to this subclause the service of an Employee with an Institution or Statutory Body will include service for which long service leave, or payment in lieu, has not been received, in one or more Institutions including Statutory Bodies directly associated with such Institutions or Institution for the periods required by subclause 82.1 above.

- (b) Notwithstanding subclause 82.2(a) above, when calculating the aggregate of service for Employees, any period of employment with an Institution or Statutory Body of less than six (6) months' duration will be disregarded.
- (c) Subject to this subclause service will also include all periods during which an Employee was serving in Her Majesty's Forces or was made available by the Employer for National Duty.
- (d) For the purposes of this clause service will be deemed to be continuous notwithstanding:
 - (i) the taking of any annual leave, long service leave, or other paid leave approved in writing by the Employer and not covered by subclause 82.2(d)(ii) or 82.2(d)(iv) below;
 - (ii) any absence from work of not more than fourteen days in any year on account of illness or injury or if applicable such longer period as provided in clause 76 (Personal/Carer's Leave) leave;
 - (iii) any interruption or ending of the employment by the Employer if such interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
 - (iv) any absence on account of injury arising out of or in the course of the employment of the Employee for a period during which payment is made under clause 28(Accident Pay);
 - (v) any unpaid leave or absence of the Employee where the absence is authorised in advance in writing by the Employer to be counted as service;
 - (vi) any interruption arising directly or indirectly from an industrial dispute;
 - (vii) any period of absence from employment between the engagement with one of the said Institutions or Statutory Bodies and another (or re-engagement with the same Institution or Statutory Body) provided it is less than the Employee's allowable period of absence from employment. An Employee's allowable period of absence from employment will be five weeks in addition to the total period of paid annual and/or sick leave that the Employee actually received on termination or for which he/she is paid in lieu;
 - (viii) the dismissal of an Employee if the Employee is re-employed within a period not exceeding two months from the date of such dismissal;
 - (ix) any absence from work of a female Employee for a period not exceeding twelve months or longer as agreed under subclause 80.11 in respect of any pregnancy;

- (x) any other absence of an Employee by leave of the Employer, or on account of injury arising out of or in the course of his/her employment not covered by subclause 82.2(d)(iv).
- (e) In calculating the period of continuous service of any Employee, an interruption or absence of a kind mentioned in subclauses 82.2(d)(i) to (v) will be counted as part of the period of his/her service, but any interruption or absence of a kind mentioned in subclauses 82.2(d)(vii) to (x) will not be counted as part of the period of service unless it is so authorised in writing by the Employer.
- (f) The onus of proving a sufficient aggregate of service to support a claim for any long service leave entitlement will at all times rest upon the Employee concerned. A certificate in the following form will constitute acceptable proof:

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

- (g) Every Employer will keep, or cause to be kept, a long service leave record for each Employee, containing particulars of service, leave taken and payments made.

82.3 Payment in lieu of long service leave on the death of an Employee

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

82.4 Payment for period of leave

- (a) Payment to an Employee in respect of long service leave will be made in one of the following ways:
 - (i) in full in advance when the Employee commences his/her leave; or

- (ii) at the same time as payment would have been made if the Employee had remained on duty; in which case payment will, if the Employee in writing so requires, be made by cheque posted to a specified address; or
 - (iii) in any other way agreed between the Employer and the Employee.
- (b) Where the employment of an Employee is for any reason terminated before he/she takes any long service leave to which he/she is entitled, or where any long service leave accrues to an Employee pursuant to subclause 82.1(b)(ii), the Employee will subject to the provisions of subclause 82.4(c) be entitled to pay in respect of such leave as at the date of termination employment.
- (c) Where any long service leave accrues to an Employee pursuant to subclause 82.1(b)(iii) the Employee will be entitled to pay in respect of such leave as at the date of termination of employment.
- (d) Provided in the case of an Employee of an Institution or Statutory Body who accrues entitlement pursuant to subclause 82.1(b)(iii) and who intends to be re-employed by another Institution or Statutory Body:
 - (i) such an Employee may in writing request payment in respect of such leave to be deferred until after the expiry of the Employee's allowable period of absence from employment provided in subclause 82.2(d)(vii); and
 - (ii) except where the Employee gives the Employer notice in writing that the Employee has been employed by another Institution or Statutory Body, the Employer will make payment in respect of such leave at the expiry of the Employee's allowable period of absence from employment; and
 - (iii) where the Employee gives the Employer notice in writing that the Employee has been employed by another Institution or Statutory Body the Employer is no longer required to make payment to the Employee in respect of such leave.
- (e) Where an increase occurs in the ordinary time rate of pay during any period of long service leave taken by the Employee, the Employee will be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

82.5 Taking of leave

- (a) When an Employee becomes entitled to long service leave such leave will be granted by the Employer within six months from the date of the entitlement, but the taking of such leave may be postponed to such date as is mutually agreed, or in default of agreement as is determined by the Commission; provided that no such determination will require such leave to commence before the expiry of six months from the date of such determination.

- (b) Any long service leave will be inclusive of any public holiday occurring during the period when the leave is taken.
- (c) An Employee may elect to take their long service leave in any number of periods of no less than one week as agreed between the Employee and the Employer or as otherwise agreed under clause 20 (Transition to Retirement).
- (d) An Employee may, subject to approval by the Employer convert their long service leave entitlement in one of the following ways:
 - (i) take a period of leave equal to double the period of leave accrued at half the ordinary rate of pay for the period of approved leave; or
 - (ii) take a period of leave equal to half of the leave accrued at double the ordinary rate of pay for the period of approved leave.
- (e) Where an Employee makes a request under subclause 82.5(c), approval will not be unreasonably withheld by the Employer.
- (f) An Employer may, by agreement with an Employee, grant long service leave to the Employee before the entitlement to that leave has accrued, provided that such leave will not be granted before the Employee has completed ten years' service.
- (g) Where the employment of an Employee who has taken long service leave in advance is subsequently terminated for serious and wilful misconduct before entitlement to long service leave has accrued, the Employer may, from whatever remuneration is payable to the Employee upon termination, deduct and withhold an amount equivalent to the amount paid to the Employee in respect of the leave in advance.

82.6 Definitions

For the purpose of this clause the following definitions apply:

- (a) **Pay** means remuneration for an Employee's normal weekly hours of work calculated at the Employees' ordinary time rate of pay provided in **Schedule 2B** at the time the leave is taken or (if he/she dies before the completion of leave so taken) as at the time of his/her death; and will include any allowances usually paid, and will also include the amount of any increase to the Employee's ordinary time rate of pay which occurred during the period of leave as from the date of such increase operates provided that where accommodation is made available to an Employee during his/her period of leave.
- (b) **Month** means a Calendar Month.
- (c) **Institution** means any hospital or benevolent home, community health centre, Society or Association registered pursuant to the *Health Services Act 1988* (or the former *Hospital and Charities Act 1958*), or the Cancer Institute constituted under the *Cancer Act 1958*, or the Fairfield Hospital Board or the Bush Nursing Association, and successors thereto.

- (d) **Statutory Body** means the Hospital and Charities Commission of Victoria, the Department of Human Services and/or the Nursing Board of Victoria, and successors thereto.
- (e) **Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and “transmitted” has a corresponding interpretation.

83. Public Holidays

83.1 Entitlement to be absent on a public holiday

- (a) An Employee is entitled to be absent from his or her employment on a day or part-day that is a public holiday in the place where the Employee is based for work purposes.
- (b) However, an Employer may request an Employee to work on a public holiday if the request is reasonable.
- (c) If an Employer requests an Employee to work on a public holiday, the Employee may refuse the request if:
 - (i) the request is not reasonable; or
 - (ii) the refusal is reasonable.
- (d) In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:
 - (i) the nature of the Employer’s workplace or enterprise (including its operational requirements), and the nature of the work performed by the Employee;
 - (ii) the Employee’s personal circumstances, including family responsibilities;
 - (iii) whether the Employee could reasonably expect that the Employer might request work on the public holiday;
 - (iv) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday;
 - (v) the type of employment of the Employee (for example, whether full-time, part-time, casual or shiftwork);
 - (vi) the amount of notice in advance of the public holiday given by the Employer when making the request;
 - (vii) in relation to the refusal of a request – the amount of notice in advance of the public holiday given by the Employee when refusing the request; and
 - (viii) any other relevant matter.

83.2 Meaning of public holiday

- (a) Employees will be entitled to the following public holidays:
- (b) 1 January (New Year's Day)
- (c) 26 January (Australia Day)
- (d) Labour Day
- (e) Good Friday
- (f) Easter Saturday
- (g) Easter Monday
- (h) 25 April (ANZAC Day)
- (i) Queen's Birthday
- (j) Melbourne Cup Day
- (k) 25 December (Christmas Day)
- (l) 26 December (Boxing Day)

83.3 Additional / Substitute Days

- (a) When Christmas Day falls on a Saturday or Sunday, a holiday in lieu thereof will be observed on 27 December.
- (b) When Boxing Day falls on a Saturday or Sunday, a holiday in lieu thereof will be observed on 28 December
- (c) When New Year's Day falls on a Saturday or Sunday a holiday in lieu thereof will be observed on the next Monday
- (d) When Australia Day falls on a Saturday or Sunday a holiday in lieu thereof will be observed on the next Monday
- (e) When ANZAC Day falls on a Sunday, a holiday in lieu thereof will be observed on the following Monday.
- (f) When ANZAC Day falls on Easter Monday, a holiday in lieu thereof will be observed on the following Tuesday.

83.4 Where in the State or Locality, public holidays are declared or prescribed on days other than those set out in subclauses 83.2 and 83.3 above, those days will constitute additional holidays for the purposes of the Agreement.

83.5 Substitute Days

- (a) An Employer and their Employees may agree to substitute another day for any prescribed in this clause. For this purpose the consent of the majority of affected Employees will constitute agreement.
- (b) An agreement pursuant to subclause 83.5(a) will be recorded in writing and be available to every affected Employee.
- (c) The HWU will be informed of an agreement made in accordance with subclause 83.5(a) and will have seven days in which to refuse to accept

it. The HWU will not unreasonably refuse to accept an agreement made under subclause 83.5(a).

- (d) If the HWU refuses to accept an agreement made under subclause 83.5(a), the parties will seek to resolve the matter in accordance with clause 7 (Dispute Resolution Procedure) of this Agreement.

83.6 Substitution of religious public holidays

- (a) Subject to the ongoing operational needs of the Employer, an Employee may, with the prior agreement of the Employer, substitute a public holiday as defined in this clause with a nominated religious holiday that is not a defined public holiday.
- (b) Where a religious holiday is nominated to be a substitute and the Employee works on the defined public holiday they will be paid at ordinary time and will be allowed time off on the nominated religious day without loss of pay. Applications are to be made at least one month in advance of the date on which the nominated religious holiday occurs, and the public holiday being substituted.

83.7 Payment for work on public holiday

- (a) Employees will be paid double time and one half for all time worked on a public holiday; or
- (b) If the public holidays falls on the Employee's rostered day off, he or she will be entitled to one and one half times the payment for his or her ordinary day or, if the Employer and Employee so agree:
 - (i) the Employee may take one day and one half off in lieu within four weeks of the public holiday; or
 - (ii) have one and one half days added to his or her annual leave.

83.8 Easter Saturday public holiday

An Employee who ordinarily works Monday to Friday only and who does not work on Easter Saturday will, notwithstanding anything elsewhere in this clause, be entitled to:

- (a) one day's pay in respect of Easter Saturday; or
- (b) where there is mutual consent, within four weeks following the date on which such holiday occurred, the Employee may take one day off in lieu; or
- (c) have one day added to their annual leave.

83.9 Payment for absence on public holiday

If an Employee is absent from his or her employment on a day or part-day that is a public holiday, the Employer must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work on the day or part-day.

83.10 Public holidays and Accrued Days Off

Where an Employee's accrued day off falls on a public holiday, another day will be determined by the Employer to be taken in lieu thereof, within the same 4-week cycle (where practicable).

83.11 Public holidays and part-time Employees

- (a) Subject to subclause 83.11(b), a regular part-time Employee who is not ordinarily required to work on the day on which a public holiday is observed will not be entitled to payment for such public holiday unless they are required to work on that day.
- (b) In determining whether a part-time Employee who works a rotating roster is entitled to receive the 'rostered off' Agreement benefits for a particular public holiday not worked, the Employer will review the roster pattern of the individual over the preceding six months. If the rosters show that the Employee has worked 50% or more of the days on which a particular public holiday falls, the Employee will be entitled to receive the 'rostered off' benefit for that public holiday (see subclause 83.7(b)).

84. Community Services Leave (Including Jury Service)

84.1 An Employee who is engaged in an eligible community service activity is entitled to be absent from work without loss of pay for the period of time that they are engaged in the activity, reasonable travelling time associated with the activity and rest time following the activity, provided that the Employee's absence (unless the activity is jury service) is reasonable in all the circumstances.

84.2 An eligible community services activity includes:

- (a) jury service required by or under law; or
- (b) a voluntary emergency management activity; or
- (c) an activity prescribed by regulations as an eligible community service activity for the purpose of the Act.

84.3 An Employee engages in 'voluntary emergency management' activity if, and only if:

- (a) the Employee engages in an activity that involves dealing with an emergency or natural disaster; and
- (b) the Employee engages in the activity on a voluntary basis; and
- (c) the Employee is a member of, or has a member like association with, a recognised emergency management body (i.e. Country Fire Authority, State Emergency Service, St. John Ambulance, Red Cross etc); and
- (d) either:
 - (i) the Employee was requested by or on behalf of the body to engage in the activity; or

- (ii) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such request, it is likely that such a request would have been made.

84.4 Notice and evidence requirements

- (a) Employees seeking to take Community Service Leave must provide notice to the Employer as soon as practicable (which may be after the absence has started) and must advise the Employer of the period, or expected period, of the absence.
- (b) If requested, the Employee will be required to produce evidence of their engagement in eligible community service activity, to the satisfaction of the Employer.
- (c) An absence from the workplace is only covered by the provisions of this clause 84 if they satisfy the notice and evidence requirements set out above.

84.5 The Employer may refuse time release where the Employee's absence will adversely impact the capacity of the health service to maintain services.

84.6 Jury Service

- (a) An Employee required to attend for jury service will be reimbursed by the Employer an amount equal to the difference between:
 - (i) the amount paid by the state of Victoria in respect of attendance for jury service; and
 - (ii) the amount the Employee could reasonably expect to have received from the Employer as earnings for that period had the Employee not been performing jury service.
- (b) An Employee will notify the Employer as soon as possible of the date they are required to attend jury service. The Employee will give the Employer proof of attendance at the court, the duration of such attendance and the amount received for jury service.

85. Family Violence Leave

NOTE: Family member is defined in section 8 of the Family Violence Protection Act 2008 (Vic) and is broader than the definition of immediate family in clause 4 (Definitions).

85.1 General Principle

- (a) Each Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, each Employer is committed to providing support to staff that experience family violence.
- (b) Leave for family violence purposes is available to employees who are experiencing family violence to allow them to be absent from the workplace to attend counselling appointments, medical appointments,

legal proceedings or appointments with a legal practitioner and other activities related to, and as a consequence of, family violence.

85.2 Definition of Family Violence

For the purposes of this clause, family violence is as defined by the *Family Violence Protection Act 2008* (Vic) which defines family violence at section 5, in part, as follows:

- (a) behaviour by a person towards a family member of that person if that behaviour:
 - (i) is physically or sexually abusive; or
 - (ii) is emotionally or psychologically abusive; or
 - (iii) is economically abusive; or
 - (iv) is threatening; or
 - (v) is coercive; or
 - (vi) in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person; or
- (b) behaviour by a person that causes a child to hear or witness, or otherwise be exposed to the effects of, behaviour referred to in subclause (a) above.

85.3 Eligibility

- (a) Paid leave for family violence purposes is available to all Employees with the exception of casual Employees.
- (b) Casual Employees are entitled to access leave without pay for family violence purposes.

85.4 General Measures

- (a) Evidence of family violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a registered health practitioner, a Family Violence Support Service, district nurse, maternal and health care nurse or Lawyer. A signed statutory declaration can also be offered as evidence.
- (b) All personal information concerning family violence will be kept confidential in line with the Employer's policies and relevant legislation. No information will be kept on an Employee's personnel file without their express written permission.
- (c) No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing family violence.
- (d) The Employer will identify contact/s within the workplace who will be trained in family violence and associated privacy issues. The Employer will advertise the name of any Family Violence contacts within the workplace.

- (e) An Employee experiencing family violence may raise the issue with their immediate supervisor, Family Violence contacts, union delegate or nominated Human Resources contact. The immediate supervisor may seek advice from Human Resources if the Employee chooses not to see the Human Resources or Family Violence contact.
- (f) Where requested by an Employee, the Human Resources contact will liaise with the Employee's manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with subclause 85.5 and subclause 85.6.
- (g) The Employer will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an employee reports family violence.

85.5 Leave

- (a) An Employee experiencing family violence will have access to 20 days per year of paid special leave (pro-rata for part-time Employees) for counselling appointments, medical appointments, legal proceedings or appointments with a legal practitioner, and other activities related to, and as a consequent of, family violence (this leave is not cumulative but if the leave is exhausted consideration will be given to providing additional leave). This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- (b) An Employee who supports a person experiencing family violence may utilise their personal leave entitlement to accompany them to court, to hospital, or to care for children. The Employer may require evidence consistent with subclause 85.4(a) from an Employee seeking to utilise their personal/carer's leave entitlement.

85.6 Individual Support

- (a) 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 any reasonable request from an Employee experiencing family violence for:
 - (i) temporary or ongoing changes to their span of hours or pattern or hours and/or shift patterns;
 - (ii) temporary or ongoing job redesign or changes to duties;
 - (iii) temporary or ongoing relocation to suitable employment;
 - (iv) a change to their telephone number or email address to avoid harassing contact;
 - (v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

- (b) Any changes to an Employee's role should be reviewed at agreed periods. When an Employee is no longer experiencing family violence, the terms and conditions of employment may revert back to the terms and conditions applicable to the Employee's substantive position.
- (c) An Employee experiencing family violence will be offered access to the Employee Assistance Program (**EAP**) and/or other available local employee support resources. The EAP will include professionals trained specifically in family violence.
- (d) An Employee that discloses that they are experiencing family violence will be given information regarding current support services.

86. Cultural and Ceremonial Leave

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

PART H– EDUCATION AND PROFESSIONAL DEVELOPMENT

87. Staff Appraisal

- 87.1 Where a system of staff appraisal does not currently exist at a workplace, the Employer may implement a performance appraisal process and the Employees will participate in that process, provided that:
- 87.2 the Employer first consults at the local level with staff and/or the HWU or other representative over a framework for the staff appraisal process it is seeking to introduce;
- 87.3 the staff appraisal process is not used as a disciplinary tool;
- 87.4 the staff appraisal process is intended to allow genuine feedback by both the Employer and Employee; and
- 87.5 the outcomes of the review are documented and confirmed and a written copy of the outcomes is given to the Employee.

88. Study Leave

This clause does not apply to Dental Assistants employed by DHSV or Ballarat Health Service.

- 88.1 Employees will be entitled to four (4) hours paid study leave per week up to a maximum of 26 weeks per annum, where undertaking study at Australian Qualification Framework Level 3 or above with an education institution or approved provider.
- 88.2 Paid study leave may be taken as mutually agreed by, for example, 4 hours per week, 8 hours per fortnight or in blocks of 38 hours.
- 88.3 A part-time Employee will be entitled to paid study leave on a pro-rata basis.
- 88.4 An Employee wishing to take study leave must apply in writing to the Employer as early as possible prior to the proposed leave date. The Employee's request should include:
- (a) details of the course and institution in which the Employee is enrolled, or proposes to enrol; and
 - (b) details of the relevance of the course to the Employee's profession.
- 88.5 The Employer will notify the Employee of whether or not their request for study leave has been approved within 7 days of the application being made.
- 88.6 Where the course of study is of relevance to the Employee's employment, the Employer will not withhold consent.
- 88.7 Where the number of staff seeking to take study leave at any one time causes operational difficulties, the Employer and Employee(s) concerned will seek to

reach agreement at a local level about the timeframe in which the leave is taken.

- 88.8** In all circumstances, the leave will be made available to the Employee(s) in the year in which application is made.
- 88.9** Any dispute arising under this clause 88 will be resolved in accordance with clause 7 (Dispute Resolution Procedure).
- 88.10** Paid study leave pursuant to this clause does not accumulate from year to year.

89. Technology in cleaning

- 89.1** The parties recognise the important role that Health and Allied Services Employees play in protecting patients' welfare by preventing the spread of infection.
- 89.2** To this end, the HWU supports attempts to increase standards in cleaning in the public health system. Subject to the terms of this agreement, the HWU will work constructively with the Employer to implement new technologies and practices in cleaning in order improve infection control.

PART I – UNION AND OTHER RESOURCES

90. Union Matters

90.1 Access to Employees – General

The HWU will have access to Employees for any process arising under this Agreement.

90.2 Access to Employees – Electronic communication

The Employer will ensure that:

- (a) emails from the HWU domain name are not blocked or restricted by or on behalf of the Employer, except in respect of any individual Employee who has made a written request to the Employer to block such emails;
- (b) emails from Employees to the HWU are not blocked or restricted by or on behalf of the Employer;
- (c) access from health service computers and like devices to HWU websites and online information is not blocked, or limited; and
- (d) where a genuine security concern arises regarding the above, the Employer will immediately notify the HWU to enable the security concern to be addressed.

90.3 Access to Employees – Orientation

- (a) The HWU may attend, address and provide information to new Employees as part of orientation / induction programs for new Employees. The details of such attendance will be arranged by the Employer in consultation with the HWU.
- (b) Any attendance for the purposes of discussions with the Employees must meet the right of entry requirements under Part 3-4 of the Act.
- (c) An Employer will advise the HWU of the date, time and location of orientation/induction programs not less than 14 days prior to the orientation / induction program.
- (d) Those covered by this Agreement acknowledge the increasing role that technology plays in orientation / induction. An Employer and HWU may agree to an alternative means by which the HWU can access new Employees including where orientation / induction programs are conducted on-line or the HWU cannot reasonably attend, provided that such access is consistent with this subclause 90.3.

90.4 Delegates and HSRs

NOTE: Additional rights of HSRs are contained in the OHS Act.

- (a) In this subclause 90.4(a) **Representative** means a HWU Delegate, or HSR.
- (b) A Representative is entitled to reasonable time release from duty to:

- (i) attend to matters relating to industrial, occupational health and safety or other relevant matters such as assisting with grievance procedures and attending committee meetings;
 - (ii) access reasonable preparation time before meetings with management disciplinary or grievance meetings with a HWU member;
 - (iii) appear as a witness or participate in conciliation or arbitration, before the Commission;
 - (iv) present information on the HWU at orientation sessions for new Employees.
- (c) A Representative required to attend management or consultative meetings outside of paid time will be paid to attend.
- (d) A Representative will be provided with access to facilities such as telephones, computers, email, noticeboards and meeting rooms in a manner that does not adversely affect service delivery and work requirements of the Employer. In the case of an HSR, facilities will include other facilities as necessary to enable them to perform their functions as prescribed under the OHS Act.

90.5 Noticeboard

- (a) A noticeboard for the HWU's use will be readily accessible in each ward/unit/work area where persons eligible to be members of the HWU are employed, unless otherwise agreed by the AIC referred to in subclause 90.10.
- (b) The HWU and members covered by this Agreement will, during the life of this Agreement, consult over the development of an electronic noticeboard managed by the HWU.

90.6 Meeting Space

In the absence of agreement on a location for the holding of HWU meetings, the room where one or more of the Employees who may participate in the meeting ordinarily take meal or other breaks will be the meeting room for the purpose of HWU meetings. Nothing in this clause is intended to override the operation of the Act.

90.7 Secondment to the HWU

The Employer will, on application, grant leave without pay to an Employee for the purpose of secondment to work for the HWU subject to the Employer's reasonable operational requirements.

90.8 Employees holding HWU official positions

The Employer will, on application by the HWU, grant leave without loss of pay (including reasonable travelling time) to an Employee for the purpose of fulfilling their duties as an official of the HWU Branch Committee of Management or HWU delegate to the Health Services HWU National Council. For a member of

the HWU Branch Committee of Management this currently involves 11 full day meetings per year.

90.9 Union Training

NOTE: an HSR may be entitled to any training in accordance with the OHS Act rather than, or in addition to, this clause.

- (a) Subject to the conditions in this subclause 90.9, Employees selected by the HWU to attend training courses on industrial relations and/or health and safety will be entitled to a maximum of five days' paid leave per calendar year per Employee.
- (b) Leave in excess of five days and up to ten days may be granted in a calendar year subject to the total leave being granted in that year and in the subsequent year not exceeding ten days.
- (c) The granting of leave will be subject to the Employer's operational requirements. The granting of leave will not be unreasonably withheld.
- (d) Leave under this subclause is granted on the following conditions:
 - (i) applications are accompanied by a statement from the HWU advising that it has nominated the Employee or supports the application;
 - (ii) the training is conducted by the HWU, an association of unions or accredited training provider; and
 - (iii) the application is made as early as practicable and not less than two (2) weeks before the training.
- (e) The Employee will be paid their 'ordinary pay (as defined at 74.6(b) Annual Leave) for normal rostered hours (set out in **Schedule 2B**), but excluding shift work, overtime and other allowances.
- (f) Leave in accordance with this clause may include necessary travelling time in normal hours immediately before or after the course.
- (g) Leave granted under this clause will count as service for all purposes of this Agreement.
- (h) Expenses associated with attendance at training courses, including fares, accommodation and meal costs are not the responsibility of the Employer.

90.10 Agreement Implementation Committees

- (a) A local agreement implementation committee (**AIC**) will continue or, if there is not currently an AIC in operation, be established at each Employer. Having regard for the size and location, an AIC may be appropriate at each facility/campus. The AIC will, where practicable, comprise equal numbers of representatives of the Employer and the HWU for the purposes of:
 - (i) agreement implementation;

- (ii) on-going monitoring and assessment of the implementation of this Agreement; and
 - (iii) to deal with any local disputes that may arise, without limiting the Dispute Resolution Procedure in this Agreement.
- (b) Priority items for consideration by the AIC will include the matters arising under clause 85 (Family Violence) and this clause 90 (Union Matters).

91. Paid Union Meetings

In order for the Employer to approve paid meetings between the HWU and its members, the HWU must meet the following requirements:

- 91.1** the Employer is given reasonable notice that such a meeting is to be held; and
- 91.2** the reason/s for the meeting is also to be provided to the Employer with the notice;
- 91.3** the location for the meeting is to be agreed between the HWU and the Employer;
- 91.4** an acceptable level of staffing will be maintained;
- 91.5** where possible meetings will occur at times least disruptive to service delivery;
- 91.6** the duration of the paid meeting will not exceed half an hour except where agreed by the HWU and the Employer;
- 91.7** the Employees will return to work without industrial action or threat of industrial action.

92. Payroll Deduction of Union Dues

- 92.1** On written request by an Employee, the Employer must deduct HWU membership dues from the Employee's after tax wages. The Employee must indicate their category of HWU membership to determine the applicable amount of dues to be deducted. The Employee may change their nominated category of membership for the purpose of deductions once a year.
- 92.2** Monies collected will be forwarded to the HWU monthly together with all necessary information to enable the reconciliation of crediting of subscriptions to members' accounts.
- 92.3** The HWU will inform the Employer and Employees who are members of the HWU of changes to the HWU membership dues when there is a change made in accordance with its rules.
- 92.4** An Employee may cease the deduction under this clause by notifying the Employer in writing.

93. Access to Computers

- 93.1** The parties recognise the increasing dependency on information technology in the workplace, including but not limited to the use of intranets, web based programs and provision of pay slips electronically.
- 93.2** An Employer will provide reasonable access to computer and printing facilities for Employees for work-related use, where those Employees are not ordinarily employed in classifications that use computers.
- 93.3** Nothing in this clause limits an Employer’s right to implement policies on the appropriate use of information technology in the workplace.

PART J – CLASSIFICATION AND STAFFING

94. Classifications

- 94.1 The Employer will classify all Employees in accordance with the classification structure set out in **Schedule 2D**.
- 94.2 The Employer will notify each Employee in writing upon commencement, of their classification and terms of employment.
- 94.3 The Employer will notify each Employee of any alteration to their classification in writing not later than the operative date of such change.

95. Flexibility

- 95.1 The parties recognise that many Employees are trained (or are capable of being trained) in many duties and roles across varying classifications in the agreement and across varying settings within the health service.
- 95.2 To this end, subject to any other provisions in the agreement, where a suitably qualified and trained Employee agrees, the Employer may roster them on a temporary basis, or irregularly, in different wards/units/departments, at the same or different classifications to that of their substantive role.

96. Transition of Clerical Workers to Section 3

From FFPPOA 1 October 2017, Employees who were previously classified under the Clerical/Administrative Support Services Structure under clause 11 in **Part 1** of **Schedule 2D** will be covered by Section 3 of this Agreement (**Clerical Workers**). From that time, Clerical Workers will no longer be covered by the terms and conditions in this Section 2.

97. Transition of Interpreters to Section 3

From FFPPOA 1 October 2018, Employees who were immediately prior to that date classified as unqualified interpreters or qualified interpreters under clause 3 in **Part 1** of **Schedule 2D (Interpreters)** will be covered by Section 3 of this Agreement. From that time, Interpreters will no longer be covered by the terms and conditions in this Section 2.

98. Transition of Dental Nurses to Dental Assistant Structure

- 98.1 From FFPPOA 1 October 2018, Employees engaged as Dental Nurses under clause 12 of Part 1 of Schedule 2D will translate to the Dental Assistant Structure under Part 2 of Schedule 2D as follows:

Current
classification

New classification
grade

New level / pay point

Dental Nurse Level 1 (Trainee)	<i>New classification</i> Dental Assistant Trainee	<i>New pay point</i> (equivalent to the amount for Dental Nurse Level 1 Trainee immediately prior to translation plus adjustment for 1 October 2018 increase)
Dental Nurse Level 2	Dental Assistant Grade 1	1.1
Dental Nurse Level 3	Dental Assistant Grade 2	2.1
Dental Nurse Level 4	Dental Assistant Grade 2	2.2
Dental Nurse Level 5	Dental Assistant Grade 2	2.3
Dental Nurse Level 6	Dental Assistant Grade 2	2.4

98.2 An Employee will not suffer a reduction in their ordinary pay as a result of transitioning from a classification of Dental Nurse into the Dental Assistant classification structure under this agreement.

99. Transition to New Health Care Worker Structure

From FFPPOA 1 October 2018, Nursing Attendants and Personal Care Workers will translate to a new Health Care Worker Structure. Existing staff classified as Nursing Attendants will be reclassified to the classification of Personal Care Worker Grade 1 prior to that translation. The Personal Care Worker classification (all grades) will be retitled Health Care Worker.

100. Transition to New Instrument Technician Structure

100.1 From FFPPOA 1 October 2018, Employees classified in Instrument Technician classifications immediately prior to that date will be reclassified as follows (**instrument technician translation**):

Current classification	New classification
Instrument Technician Grade 1 (first three months)	Instrument Technician Grade 1
Instrument Technician Grade 1 (after three months)	Instrument Technician Grade 2
Instrument Technician Grade 2	Instrument Technician Grade 3

Instrument Technician Grade 3	Instrument Technician Grade 4
Instrument Technician Grade 4	Instrument Technician Grade 5
New classification	Instrument Technician Grade 6
<p>Management Classification</p> <p>Beyond Grade 6 Employees will be classified under Section 3 (Management and Administrative Workers). See clause 84 of Section 3.</p>	

- 100.2** Within 1 month of the instrument technician translation, the Employers will confirm in writing to the affected Employees to which classification they have translated.
- 100.3** Within 3 months of the instrument technician translation, Employers will review the existing Employees to appropriately classify Employees at Instrument Technician Grades 6 under this Section 2 or Instrument Technician Manager under Section 3 of this Agreement.
- 100.4** Where an Employee disagrees with this re-classification, in the first instance the dispute will be dealt with by the AIC. If the matter remains in dispute, it will be dealt with in accordance with clause 7 (Dispute Resolution Procedure).

101. Transition to New Theatre Technician Structure

- 101.1** From FFPPOA 1 October 2018, Employees classified in Theatre Technician classifications immediately prior to that date will be reclassified as follows (**theatre technician translation**):

Current classification	New classification
Theatre Technician Grade 1 (first three months)	Theatre Technician Grade 1
Theatre Technician Grade 1 (after three months)	Theatre Technician Grade 2
Theatre Technician Grade 2	Theatre Technician Grade 3
Theatre Technician Grade 3	Theatre Technician Grade 4
Theatre Technician Grade 4	Theatre Technician Grade 5
New Classification	Theatre Technician Grade 6
<p>Management Classification</p> <p>Beyond Grade 6 Employees will be classified under Section 3 (Management and Administrative Workers). See clause 84 of Section 3.</p>	

- 101.1** Within 1 month of the theatre technician translation, the Employers will confirm in writing to the affected Employees to which classification they have translated.

- 101.2** Within 3 months of the theatre technician translation, Employers will review the existing Employees to appropriately classify Employees at Theatre Technician Grades 6 under this Section 2 or Theatre Technician Manager under Section 3 of this Agreement.
- 101.3** Where an Employee disagrees with this re-classification, in the first instance the dispute will be dealt with by the AIC. If the matter remains in dispute, it will be dealt with in accordance with clause 7 (Dispute Resolution Procedure).

102. Wage Skill Group 1 Translation

- 102.1** From FFPPOA 1 October 2018 (for the purposes of this clause “the **translation date**”), Employees with three months (or more) experience with the Employer in classifications at Skill Level 1 (in the classifications outlined below) will automatically progress to Skill Level 2.

Classifications	
Other Cook	Orderly/Cleaner
Food and Domestic Assistant	Laboratory Assistant Grade 1
Sorter/Packer Linen	Orthotic Technician Grade 1
Laundryhand	Assistant Gardener
Social Worker/Welfare Aide	Car Park Attendant
Handyperson (Unqualified)	All other Employees (not provided for elsewhere engaged under pay code KM1)
Seamsperson	

- 102.2** Employees will translate to the first year of experience at the applicable wage rate outlined in **Schedule 2B** for their classification.
- 102.3** From the translation date, the indicative classifications at Skill Level 1 outlined in **Schedule 2D** of the Agreement will only apply to Employees with less than three months experience.
- 102.4** From the translation date, the existing indicative classifications at Skill Level 1 outlined in **Schedule 2D** of the Agreement will also become indicative classifications at Skill Level 2, where an Employee has three or more months experience.

103. Classifications and Rates of Pay (Food Supervisors At Castlemaine Health Only)

- 103.1** The Employer will pay two permanently appointed afternoon supervisors in food services at Castlemaine Health for four hours each afternoon (PM) shift as a “Food/General Services Supervisor” as defined in **Part 1** of **Schedule 2D** of this Agreement. The remaining four hours will be paid as a Food Services Assistant in charge of 15 or more Employees with a ten per cent in-charge allowance pursuant to clause 37 (In Charge Allowances) of this Agreement.

- 103.2** Where either one of the Employees listed in subclause 103.6 work a morning (AM) shift in the absence of the Food Services Officer, then they will be paid for the entire AM shift as a Food Services Supervisor.
- 103.3** The Employees listed in subclause 103.6 and their nominated representatives acknowledge that they will undertake the role of General/Food Services Supervisor when required and they acknowledge that the Hotel Services Manager is on call.
- 103.4** Any Employee who replaces an Employee listed in subclause 103.6 in relation to the roles identified in subclauses 103.1 and 103.2 should be paid at the rates identified in subclause 103.1 and 103.2.
- 103.5** Subclauses 103.1 and 103.2 are to be applied as a payment for all purposes in the calculation of annual leave, personal leave, long service leave and accrued days off for the Employees listed in subclause 103.6. The exception will be accrued days off replacement for the Food Services Officer, which will be paid at the base rate of the reliever.
- 103.6** Employees: D. Mika and C Vagg.

104. Dual Part-Time Appointments

This clause does not apply to Dental Assistants employed by DHSV or Ballarat Health Service.

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

105. Clinical Services Enhancement/Job Rotation

This clause only applies to Dental Assistants employed by DHSV.

- 105.1** In order to achieve (or maximise) clinical delivery outcomes and priorities, an Employee will be available to transfer through all clinical areas as determined by operations/department/unit managers/clinical coordinators.
- 105.2** A Dental Assistant may be rotated for the purpose of clinical skill enhancement, training in clinical and related procedures and personal career development.
- 105.3** By mutual agreement, a Dental Assistant may be rotated for the purpose of targeting resources to rural regions of greatest need. Reimbursement of expenses, excess travelling time and/or cents per kilometre (as per the Employer's policy) will, if applicable, apply to such rotations.

106. Unplanned Absences

This clause does not apply to Dental Assistants employed by DHSV or Ballarat Health Service.

- 106.1** The Employer agrees to replace staff on planned or unplanned absences, where practicable.

- 106.2** The Employer will endeavour to maximise the use of permanent, full-time and part-time Employees to replace staff on planned and unplanned absences.
- 106.3** The engagement of casual Employees will be in accordance with the spirit and intent of clause 15 of this Agreement (Casual Employment).
- 106.4** Where additional shifts are required to replace unplanned absences, the Employer will give preference to existing part-time Employees to work such shifts. If this is not possible, the Employer may use casual Employees as an interim measure, in classifications where casuals are available.
- 106.5** Agency staff should only be used for unexpected absences, such as sick leave, where the Employer is unable to replace the Employee with either part-time or casual Employees.
- 106.6** In the event that particular staffing issues are identified at individual health care facilities the Employers agree to consult with Employees and the HWU in relation to any matters raised, under the existing consultative arrangements.

107. Vacancies

- 107.1** Where a vacancy arises within a department, the responsible manager will initiate action to advertise the vacant position or available hours, internally at first instance and then externally if necessary, immediately after receiving notice of resignation.
- 107.2** Where it is impracticable to seek internal applicants at first instance due to staff shortages in the classification in which the vacancy arises, the Employer may advertise for internal/external applicants concurrently.
- 107.3** The Employer will advertise all vacancies that arise where the vacancy relates to a position that, but for the vacancy occurring would have been ongoing, as soon as practicable (ordinarily within 8 working days).

108. Staffing Levels

This clause does not apply to Dental Assistants employed by DHSV or Ballarat Health Service.

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

109. Exploration of a multi-employer pool of employees for ad-hoc shifts

- 109.1** The parties are committed to maximizing employment opportunities for Employees and reducing underemployment.
- 109.2** The parties also recognise that many highly trained part-time Employees wish to work additional hours from time to time.
- 109.3** The parties are also committed to reducing the reliance on casual or agency staff.

- 109.4** To this end, over the life of the agreement, the parties are committed to exploring the development of a multi-employer process that would enable Employees from one health service take up ad-hoc additional shifts at another health service, where no Employees at that health service are otherwise available.
- 109.5** Discussions would commence within the first year of the Agreement between the HWU and VHIA, together with interested stakeholders.

110. Security and Patient Transport Reviews

110.1 Security Officer Review

- (a) Within the first 12 months of the agreement commencing, the VHIA and the HWU (together with equal representation from their respective memberships) will review the Security Officer classifications contained in **Schedule 2D**.
- (b) The review will determine how \$1.6 million will be allocated over the final three years of the agreement to recognise and reward security officers who perform additional responsibilities and/or hold certain qualifications.
- (c) Matters to be taken into account as part of the review include:
- (i) security licensing.
 - (ii) qualifications, including Certificates III and IV in Security Operations (or their equivalents).
 - (iii) the duties of coordinating the day to day running of a Security Department.
 - (iv) the responsibility of being in charge of a Security Department.
 - (v) the duties of: CCTV/alarm monitoring, liaising with police as part of criminal investigations, undertaking risk assessments, ID card allocations, fire panel responsibilities, mortuary duties and Security Safe responsibilities (amongst others).
- (d) The implementation of the review's outcomes will be facilitated by the respective AICs and will occur by no later than FFPPOA 1 October 2018.

110.2 Patient Transport Review

- (a) Within the first 12 months of the agreement commencing, the VHIA and the HWU (together with equal representation from their respective memberships) will review the classifications contained in **Schedule 2D** that provide patient transport. The classifications of Ambulance drivers, Drivers and Orderly/Cleaners will be included as part of this review.
- (b) The review will determine how to \$1.1 million will be allocated over the final three years of the agreement to recognise additional qualifications and create career pathways in patient transport.
- (c) Matters to be taken into account as part of the review include:

- (i) Training and qualifications, such as a Cert III in Non-emergency Patient Transport, Cert IV in Health Care (Ambulance) and a Diploma of Paramedical Science (Ambulance) or their equivalents.
 - (ii) Duties of operating an ECG/EEG (and the training to do so).
- (d) The implementation of the review's outcomes will be facilitated by the respective AICs and will occur by no later than FFPPOA 1 October 2018.

PART K – WORKPLACE RIGHTS

111. Requests for Flexible Working Arrangements

- 111.1** If any of the circumstances set out in subclause 111.2 below apply to an Employee, the Employee may ask the Employer for a change in working arrangements because of those circumstances:
- 111.2** The Employee
- (a) is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - (b) is a carer (within the meaning of the *Carer Recognition Act 2010*);
 - (c) has a disability;
 - (d) is 55 or older;
 - (e) is experiencing violence from a member of the Employee's family; or
 - (f) provides care or support to a member of the Employee's immediate family, or a member of the member of the Employee's household, who requires care or support because the member is experiencing violence from the member's family.
- 111.3** A request made under subclause 111.1 may include, but is not limited to, changes in hours of work, changes in patterns of work or changes in the location of work.
- 111.4** An Employee is not entitled to make a request under clause 116.1 unless:
- (a) for an Employee, other than a casual Employee, they have completed at least 12 months continuous service with the Employer immediately before making the request; or
 - (b) for a casual Employee, they have:
 - (i) employment during a period of at least 12 months immediately before making the request; and
 - (ii) have a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.
- 111.5** A request made under subclause 111.1 must be in writing and set out:
- (a) details of the change in working arrangements sought by the Employee; and
 - (b) the reasons for the change.
- 111.6** The Employer must respond to a request made under subclause 111.1 within 21 days, stating whether or not the request is granted.
- 111.7** The Employer may refuse a request made under subclause 111.1 on reasonable business grounds.

- 111.8** If the Employer refuses a request made by an Employee under subclause 111.1, the written response provided under subclause 111.6 must include the reasons for such a refusal.

112. Staffing Flexibility (DHSV)

This clause only applies to Dental Assistants employed by DHSV.

- 112.1** The Employer may direct an Employee to carry out duties that are incidental and peripheral to the work normally performed, where those duties are within the Employee's skill, competence and training and are consistent with the classification structure.
- 112.2** The parties recognise the optimum staffing arrangement is for a Dental Assistant to work with a dedicated Dental Therapist whilst performing clinical duties. The Employer will continue to work towards implementing the optimum staffing arrangement.
- 112.3** There will be circumstances (for example short term unplanned absences) that necessitate a Dental Assistant working temporarily in a two-Dental Therapist-to-one-Dental Assistant staffing configuration. In such circumstances, Employees will be flexible in relation to staffing arrangements.

113. Occupational Health & Safety

- 113.1** The parties to the Agreement are committed to a pro-active approach in the prevention and management of workplace injuries amongst Employees, and to the achievement of a reduction in workplace injuries through the implementation of risk management systems incorporating hazard identification, risk assessment and control, and safe work practices. The Employer will implement the hierarchy of controls to control hazards, and will eliminate the hazard at the source wherever practicable.
- 113.2** The parties are committed to the observance of safe working practices, the correct use of all personal safety equipment and to the safety and good health of all Employees.
- 113.3** The provisions of this Agreement will be read and interpreted in conjunction with the OHS Act as varied from time to time and the WIRC Act as varied from time to time, provided that where there is any inconsistency between a provision of this agreement and the aforementioned Victorian Acts, the Victorian Acts will prevail to the extent of any inconsistency.
- 113.4** The parties to the Agreement recognise that consultation with Employees and their representatives is crucial to achieving a healthy and safe work environment for health and allied services Employees. To this end, the Agreement recognises that Employers and Employees must cooperate to control and manage health and safety hazards in the workplace. Hazards include, but are not exclusive to:
- (a) manual handling;
 - (b) blood borne and other infectious diseases;

- (c) needle stick injuries;
- (d) violence and aggression;
- (e) hazardous substances; and
- (f) security.

113.5 The Employers are committed, in consultation with the HWU, to the development and maintenance of appropriate practices and protocols for Employees working in extreme heat, consistent with the duty of care provided for in the OHS Act.

113.6 The parties agree that the HWU will negotiate Designated Work Groups and conduct elections for HSRs in accordance with the provisions of the OHS Act.

113.7 Designated Work Groups

- (a) Where HWU members constitute the majority of the workforce within a Designated Work Group, the Employer will maintain a system of agreed Designated Work Groups (**DWGs**) with the HWU.
- (b) The Employer will consult with Employees in relation to the establishment variation of designated work groups and, where an employee requests, the HWU.
- (c) In determining the composition of DWGs, the following considerations will, where practicable, be taken into account:
 - (i) the specific needs, conditions and hazards affecting Employees in the area(s) concerned;
 - (ii) the working arrangements, including shiftwork, of employees in the area(s) concerned;
 - (iii) the accessibility of HSRs to employees in the area(s) concerned; and
 - (iv) the geographical layout of the workplace.

113.8 HSR Election Process

- (a) The method of conducting the election will be determined in consultation with the Employer and Employees of the DWG concerned. Where the majority of Employees of a DWG are members of the HWU, the HWU will, where requested by the staff, conduct the election.

113.9 HSR Training

- (a) When attending an approved course, HSRs will be paid their normal/expected earnings during course attendance, including pay entitlements relating to shift work, regular overtime, higher duties, allowances or penalty rates that would have applied had the HSR been at work.
- (b) Where HSR attend an approved course outside their normal working hours, they will be paid as if they had been at work for the relevant time,

including the relevant overtime rates, higher rates, allowances or penalty rates. This might apply when a HSR:

- (i) normally works two days a week attends a block five-day course;
 - (ii) has a rostered day off during the course; and
 - (iii) has a shift that does not overlap, or overlaps only marginally, with the course's hours.
- (c) Rosters or shifts will be altered where necessary to ensure that HSRs are not exposed to extra risks from fatigue due to working extended hours or shiftwork while attending a training course.
- (d) The Employer will pay course fees for selected approved courses.
- (e) HSRs will have the right to choose which course to attend, provided it is an approved course.
- (f) The Employer will provide such information, instruction and training to all Employees employed by the Employer, as is required to enable them to perform work in a manner, which is safe and minimises risks to health. Information, education and training will be provided on a regular basis as is required to enable Employees to remain informed in relation to health and safety hazards, policies and procedures.

113.10 Reporting Incidents, Accident Investigation and Prevention:

- (a) The Employer will encourage early reporting of incidents by Employees and ensure that Employees who report incidents are appropriately supported.
- (b) Following an incident or injury affecting staff, the Employer will take appropriate action to prevent further injury to staff, including conducting a worksite assessment where practicable and implementing workplace modifications to ensure a healthy and safe work environment for staff.
- (c) The Employer will provide information, instruction and training to Employees and management staff regarding the importance of early reporting, procedures regarding incident reporting and how this feeds into accident investigation and prevention.

113.11 Workers Compensation, Rehabilitation and Return to Work

- (a) The Employer is committed to the principles of early intervention such as to facilitate the effective occupational rehabilitation of Employees.
- (b) The Employer will appoint a Return to Work Coordinator who will have sufficient knowledge of occupational rehabilitation legislation, regulations and guidelines to undertake the task.
- (c) Employees will have the right to have a HWU representative present at any interview arranged by their Employer regarding their return to work or rehabilitation, including monitoring or review of their return to work program. When arranging such interviews, the Employer will advise the Employee that he/she may have a HWU representative present. The

Employer will where practicable provide to the Employee at least 7 days' notice of such interviews occurring.

- (d) The Employer will not seek to change the Employee's duties, hours or other aspects of the Employee's employment or return to work plan without consulting with the Employee. A representative of the HWU may be involved in any negotiations or discussions regarding any such proposed changes, at the request of the Employee.
- (e) The Employer or insurer may pay for any re-training or re-education, which is required to assist the Employee to remain at work or return to work in suitable employment in accordance with guidelines issued by the Victorian WorkCover Authority to its agents. Approval for such re-training or re-education may be requested by the Employee, his/her treating practitioner, or any other Victorian WorkCover Authority approved service provider, individual or agency, on behalf of the Employee.
- (f) Where it has been established that an Employee has a permanent injury or condition which prevents them returning to their pre-injury employment, the Employer will ensure that the Employee is advised of all vacancies as they become available.
- (g) At the request of the Employee, the Employer will notify the HWU before any action is taken to terminate, permanently redeploy, permanently relocate or otherwise permanently change the employment status of an injured Employee, and will consult with the HWU, the Employee, the rehabilitation provider, and the treating doctor, to determine all possible options for rehabilitation, return to work, including vocational assessment, retraining and re-education, prior to such action being taken.

114. Amenities

This clause does not apply to Dental Assistants employed by DHSV or Ballarat Health Service.

114.1 Dressing rooms, rest rooms, bathrooms or shower rooms and lunchrooms will be provided for non-resident Employees.

114.2 Suitable, healthy accommodation will be provided for resident Employees.

SCHEDULE 2B – WAGE RATES

PART 1: WAGE RATES FOR HEALTH AND ALLIED SERVICES EMPLOYEES

The following weekly rates of pay apply only to Health and Allied Services Employees (whose employment is covered by the classifications set out in Part 1 of **Schedule 2D** of this Agreement). The rates of pay for Clerical Workers (however classified) are inclusive of the experience payments/service margins set out in Part 1 of **Schedule 2C** of this Agreement.

NOTE: Clerical Workers will cease to be covered by Section 2 of this Agreement from FFPPOA 1 October 2017. After that date see Section 3 of this Agreement for applicable wage rates.

Classification	Year	Pay Code	Skill Level	Current	FFPPOA	FFPPOA	FFPPOA	FFPPOA
					1 October 2016	1 October 2017	1 October 2018	1 October 2019
					5%	3%	3%	3%
DENTAL NURSES								
Level 1 (Trainee)				\$436.40	\$458.20	\$471.90	Reclassified as Dental Assistants not employed by DHSV or Ballarat Health Service (See Part 2 of Schedule 2B)	
Level 2				\$496.40	\$521.20	\$536.80		
Level 3				\$809.50	\$850.00	\$875.50		
Level 4				\$826.80	\$868.10	\$894.10		
Level 5				\$836.00	\$877.80	\$904.10		
Level 6				\$849.20	\$891.70	\$918.50		
Level 6				n/a	n/a	n/a	\$1,026.00	\$1,056.80

SECTION 2 – HEALTH AND ALLIED SERVICES EMPLOYEES AND DENTAL ASSISTANTS

Classification	Year	Pay Code	Skill Level	Current	FFPPOA	FFPPOA	FFPPOA	FFPPOA
					1 October 2016	1 October 2017	1 October 2018	1 October 2019
					5%	3%	3%	3%
COMMUNITY CARE WORKERS (MELBOURNE HEALTH ONLY)								
Grade 1				\$807.35	\$847.70	\$873.10	\$899.30	\$926.30
Grade 2				\$841.25	\$883.30	\$909.80	\$937.10	\$965.20
FOOD SERVICES								
Chef Grade D		RG6	8	\$898.20	\$943.10	\$971.40	\$1,000.50	\$1,030.50
Chef Grade C		RG7	9	\$919.10	\$965.10	\$994.10	\$1,023.90	\$1,054.60
Chef Grade B		RG8	10	\$967.30	\$1,015.70	\$1,046.20	\$1,077.60	\$1,109.90
Chef Grade A		RG9	11	\$1,011.00	\$1,061.60	\$1,093.40	\$1,126.20	\$1,160.00
Cook Employed Alone		GR2	3	\$828.50	\$869.90	\$896.00	\$922.90	\$950.60
Diet Cook		GR7	3	\$828.50	\$869.90	\$896.00	\$922.90	\$950.60
Dietary Supervisor		GR1	3	\$828.50	\$869.90	\$896.00	\$922.90	\$950.60
Food and Domestic Assistant		HA1	1	\$785.00	\$824.30	\$849.00	\$874.50	\$900.70
Food and Domestic Assistant (after 3 months)			2	n/a	n/a	n/a	\$903.40	\$930.50
Food Monitor		GS6	4	\$836.90	\$878.70	\$905.10	\$932.30	\$960.30
Food Services Supervisor		FS1	11	\$1,011.00	\$1,061.60	\$1,093.40	\$1,126.20	\$1,160.00
Other Cook		GS5	1	\$785.00	\$824.30	\$849.00	\$874.50	\$900.70
Other Cook (after 3 months)			2	n/a	n/a	n/a	\$903.40	\$930.50
Pastry Cook (Other)		GS2		\$828.50	\$869.90	\$896.00	\$922.90	\$950.60
Pastry Cook (Trades)		GS1	7	\$882.60	\$926.70	\$954.50	\$983.10	\$1,012.60
Second Cook Grade D		RH2	7	\$882.60	\$926.70	\$954.50	\$983.10	\$1,012.60
Second Cook Grade C		RH3	8	\$898.20	\$943.10	\$971.40	\$1,000.50	\$1,030.50

SECTION 2 – HEALTH AND ALLIED SERVICES EMPLOYEES AND DENTAL ASSISTANTS

Classification	Year	Pay Code	Skill Level	Current	FFPPOA	FFPPOA	FFPPOA	FFPPOA
					1 October 2016	1 October 2017	1 October 2018	1 October 2019
					5%	3%	3%	3%
Second Cook Grade B		RH4	9	\$919.10	\$965.10	\$994.10	\$1,023.90	\$1,054.60
Second Cook Grade A		RH5	10	\$967.30	\$1,015.70	\$1,046.20	\$1,077.60	\$1,109.90
Sweets Cook		GR8	3	\$828.50	\$869.90	\$896.00	\$922.90	\$950.60
Trade Cook		GR3	7	\$882.60	\$926.70	\$954.50	\$983.10	\$1,012.60
Apprentice Cook	1	LE1		\$530.40	\$556.90	\$573.60	\$590.80	\$608.50
	2	LE2		\$608.70	\$639.10	\$658.30	\$678.00	\$698.30
	3	LE3		\$726.10	\$762.40	\$785.30	\$808.90	\$833.20
	4	LE4		\$843.50	\$885.70	\$912.30	\$939.70	\$967.90
GENERAL SERVICES								
All other Employees (not provided for elsewhere)		KM1	1	\$785.00	\$824.30	\$849.00	\$874.50	\$900.70
All other Employees (not provided for elsewhere) (after 3 months)			2	n/a	n/a	n/a	\$903.40	\$930.50
Ambulance Driver/Assistant (Other)		JJ6	5	\$854.70	\$897.40	\$924.30	\$952.00	\$980.60
Ambulance Driver/Assistant (Certificate)		JJ5	6	\$863.60	\$906.80	\$934.00	\$962.00	\$990.90
Car Park Attendant		KF9	1	\$785.00	\$824.30	\$849.00	\$874.50	\$900.70
Car Park Attendant (after 3 months)		KF10	2	n/a	n/a	n/a	\$903.40	\$930.50
Cleaner Windows		JN1	2	\$811.00	\$851.60	\$877.10	\$903.40	\$930.50
Driver <1.25 tonnes		JJ9	3	\$828.50	\$869.90	\$896.00	\$922.90	\$950.60
Driver 1.25-3.0 Tonnes		JJ8	5	\$854.70	\$897.40	\$924.30	\$952.00	\$980.60
Driver Over 3 Tonnes		JJ7	7	\$882.60	\$926.70	\$954.50	\$983.10	\$1,012.60
Driver Articulated 12-13 Tonnes		JJ4	7	\$882.60	\$926.70	\$954.50	\$983.10	\$1,012.60

SECTION 2 – HEALTH AND ALLIED SERVICES EMPLOYEES AND DENTAL ASSISTANTS

Classification	Year	Pay Code	Skill Level	Current	FFPPOA	FFPPOA	FFPPOA	FFPPOA
					1 October 2016	1 October 2017	1 October 2018	1 October 2019
					5%	3%	3%	3%
Assistant Gardener		JP9	1	\$785.00	\$824.30	\$849.00	\$874.50	\$900.70
Assistant Gardener (after 3 months)		JP10	2	n/a	n/a	n/a	\$903.40	\$930.50
Gardener (Non-Trade)		JP5	2	\$811.00	\$851.60	\$877.10	\$903.40	\$930.50
Gardener Trade		GF6	7	\$882.60	\$926.70	\$954.50	\$983.10	\$1,012.60
Gardener Advanced		GO1	9	\$919.10	\$965.10	\$994.10	\$1,023.90	\$1,054.60
Garden Superintendent		GM5	11	\$1,011.00	\$1,061.60	\$1,093.40	\$1,126.20	\$1,160.00
General Services Supervisor		GN1	11	\$1,011.00	\$1,061.60	\$1,093.40	\$1,126.20	\$1,160.00
Handyperson (Unqualified)		KH6	1	\$785.00	\$824.30	\$849.00	\$874.50	\$900.70
Handyperson (Unqualified) (after 3 months)		KH7	2	n/a	n/a	n/a	\$903.40	\$930.50
Handyperson Trade		GH1	7	\$882.60	\$926.70	\$954.50	\$983.10	\$1,012.60
Handyperson Advanced		GL6	9	\$919.10	\$965.10	\$994.10	\$1,023.90	\$1,054.60
Hospital Attendant		KG4	3	\$828.50	\$869.90	\$896.00	\$922.90	\$950.60
Housekeeper		GV9	2	\$811.00	\$851.60	\$877.10	\$903.40	\$930.50
Laundryhand		HK6	1	\$796.30	\$836.10	\$861.20	\$887.00	\$913.60
Laundryhand (after 3 months)			2	n/a	n/a	n/a	\$903.40	\$930.50
Laundry Operator		HK2	2	\$811.00	\$851.60	\$877.10	\$903.40	\$930.50
Orderly/Cleaner		IJ1	1	\$785.00	\$824.30	\$849.00	\$874.50	\$900.70
Orderly/Cleaner (after 3 months)			2	n/a	n/a	n/a	\$903.40	\$930.50
Printer Trade		GH6	7	\$882.60	\$926.70	\$954.50	\$983.10	\$1,012.60
Printer Advanced		GM1	9	\$919.10	\$965.10	\$994.10	\$1,023.90	\$1,054.60
Seamsperson		KN1	1	\$785.00	\$824.30	\$849.00	\$874.50	\$900.70

SECTION 2 – HEALTH AND ALLIED SERVICES EMPLOYEES AND DENTAL ASSISTANTS

Classification	Year	Pay Code	Skill Level	Current	FFPPOA	FFPPOA	FFPPOA	FFPPOA
					1 October 2016	1 October 2017	1 October 2018	1 October 2019
					5%	3%	3%	3%
Seamsperson (after 3 months)			2	n/a	n/a	n/a	\$903.40	\$930.50
Seamsperson - Cuts & Fits		KM9	2	\$811.00	\$851.60	\$877.10	\$903.40	\$930.50
Security Officer Grade 1		GF1	5	\$857.70	\$900.60	\$927.60	\$955.40	\$984.10
Security Officer Grade 2		GK1	7	\$882.60	\$926.70	\$954.50	\$983.10	\$1,012.60
Sorter/Packer Linen		HK5	1	\$785.00	\$824.30	\$849.00	\$874.50	\$900.70
Sorter/Packer Linen (after 3 months)			2	n/a	n/a	n/a	\$903.40	\$930.50
Storeperson		JQ8	2	\$811.00	\$851.60	\$877.10	\$903.40	\$930.50
Storeperson Alone		JR3	3	\$828.50	\$869.90	\$896.00	\$922.90	\$950.60
Storeperson Advanced		GK6	7	\$882.60	\$926.70	\$954.50	\$983.10	\$1,012.60
TECHNICAL, CLINICAL AND PERSONAL CARE								
Allied Health Assistant Grade 1		TB1		\$855.10	\$897.90	\$924.80	\$952.50	\$981.10
Allied Health Assistant Grade 2		TC1		\$968.40	\$1,016.80	\$1,047.30	\$1,078.70	\$1,111.10
Allied Health Assistant Grade 3		TC2		\$1,018.20	\$1,069.10	\$1,101.20	\$1,134.20	\$1,168.20
Anaesthetic Technician Grade 1		TF6		\$993.40	\$1,043.10	\$1,074.40	\$1,106.60	\$1,139.80
Anaesthetic Technician Grade 2		TF10		\$1,051.10	\$1,103.70	\$1,136.80	\$1,170.90	\$1,206.00
Anaesthetic Technician Grade 3		TF14		\$1,117.80	\$1,173.70	\$1,208.90	\$1,245.20	\$1,282.60
Anaesthetic Technician Grade 4		TF18		\$1,175.10	\$1,233.90	\$1,270.90	\$1,309.00	\$1,348.30
Dental Maintenance Technician				\$1,194.70	\$1,254.40	\$1,292.00	\$1,330.80	\$1,370.70
Dental Maintenance Technician Manager				\$1,442.00	\$1,514.10	\$1,559.50	\$1,606.30	\$1,654.50
Instructor Trades (Unqualified)		IG4	5	\$854.70	\$897.40	\$924.30	\$952.00	\$980.60
Instructor Trades (Qualified)	1	IG1	10	\$967.30	\$1,015.70	\$1,046.20	\$1,077.60	\$1,109.90

SECTION 2 – HEALTH AND ALLIED SERVICES EMPLOYEES AND DENTAL ASSISTANTS

Classification	Year	Pay Code	Skill Level	Current	FFPPOA	FFPPOA	FFPPOA	FFPPOA
					1 October 2016	1 October 2017	1 October 2018	1 October 2019
					5%	3%	3%	3%
Instructor Trades (Qualified)	2	IG2	11	\$1,011.00	\$1,061.60	\$1,093.40	\$1,126.20	\$1,160.00
Instrument Technician Grade 1		TB6		\$851.40	\$894.00	\$920.80	n/a	n/a
Instrument Technician Grade 2		TC6		\$964.70	\$1,012.90	\$1,043.30	n/a	n/a
Instrument Technician Grade 3		TD1		\$1,014.40	\$1,065.10	\$1,097.10	n/a	n/a
Instrument Technician Grade 4		TD5		\$1,101.60	\$1,156.70	\$1,191.40	n/a	n/a
Instrument Technician Grade 1 (first 3 months) (FFPPOA 1 October 2018)			1	n/a	n/a	n/a	\$903.40	\$930.50
Instrument Technician Grade 2 (FFPPOA 1 October 2018)		TB6		n/a	n/a	n/a	\$948.40	\$976.90
Instrument Technician Grade 3 (FFPPOA 1 October 2018)		TC6		n/a	n/a	n/a	\$1,074.60	\$1,106.80
Instrument Technician Grade 4 (FFPPOA 1 October 2018)		TD1		n/a	n/a	n/a	\$1,130.00	\$1,163.90
Instrument Technician Grade 5 (FFPPOA 1 October 2018)		TD5		n/a	n/a	n/a	\$1,227.10	\$1,263.90
Instrument Technician Grade 6 (FFPPOA 1 October 2018)				n/a	n/a	n/a	\$1,394.60	\$1,436.40
Intepreter (Unqualified) Year 1	1	MA60		\$919.10	\$965.10	\$994.10	Transition to Management and Administrative Worker Structure Section 3	
Intepreter (Unqualified) Year 2	2	MA61		\$924.90	\$971.10	\$1,000.20		
Intepreter (Unqualified) Year 3	3	MA62		\$930.50	\$977.00	\$1,006.30		
Intepreter (Unqualified) Year 4	4	MA63		\$937.30	\$984.20	\$1,013.70		
Intepreter (Unqualified) Year 5	5	MA64		\$938.50	\$985.40	\$1,015.00		
Interpreter (Qualified NAATI Accreditation)	1	MA65		\$1,011.00	\$1,061.60	\$1,093.40		

SECTION 2 – HEALTH AND ALLIED SERVICES EMPLOYEES AND DENTAL ASSISTANTS

Classification	Year	Pay Code	Skill Level	Current	FFPPOA	FFPPOA	FFPPOA	FFPPOA
					1 October 2016	1 October 2017	1 October 2018	1 October 2019
					5%	3%	3%	3%
Level 2) Year 1								
Interpreter (Qualified NAATI Accreditation Level 2) Year 2	2	MA66		\$1,025.95	\$1,077.20	\$1,109.50	Transition to Management and Administrative Worker Structure Section 3	
Interpreter (Qualified NAATI Accreditation Level 2) Year 3	3	MA67		\$1,054.40	\$1,107.10	\$1,140.30		
Interpreter (Qualified NAATI Accreditation Level 2) Year 4	4	MA68		\$1,084.45	\$1,138.70	\$1,172.90		
Interpreter (Qualified NAATI Accreditation Level 2) Year 5	5	MA69		\$1,085.70	\$1,140.00	\$1,174.20		
Interpreter (Qualified NAATI Accreditation Level 3) Year 1	1	MA70		\$1,101.70	\$1,156.80	\$1,191.50		
Interpreter (Qualified NAATI Accreditation Level 3) Year 2	2	MA71		\$1,132.05	\$1,188.70	\$1,224.40		
Interpreter (Qualified NAATI Accreditation Level 3) Year 3	3	MA72		\$1,163.00	\$1,221.20	\$1,257.80		
Interpreter (Qualified NAATI Accreditation Level 3) Year 4	4	MA73		\$1,196.15	\$1,256.00	\$1,293.70		
Interpreter (Qualified NAATI Accreditation Level 3) Year 5	5	MA74		\$1,197.40	\$1,257.30	\$1,295.00		
Laboratory Assistant Grade 1		IV7	1	\$785.00	\$824.30	\$849.00		\$874.50
Laboratory Assistant Grade 1 (after 3 months)			2	n/a	n/a	n/a	\$903.40	\$930.50
Laboratory Assistant Grade 2		IV8	3	\$828.50	\$869.90	\$896.00	\$922.90	\$950.60
Laboratory Assistant Grade 3		IV9	4	\$836.90	\$878.70	\$905.10	\$932.30	\$960.30

SECTION 2 – HEALTH AND ALLIED SERVICES EMPLOYEES AND DENTAL ASSISTANTS

Classification	Year	Pay Code	Skill Level	Current	FFPPOA	FFPPOA	FFPPOA	FFPPOA
					1 October 2016	1 October 2017	1 October 2018	1 October 2019
					5%	3%	3%	3%
Nursing Attendant (all)		IH6	1	\$785.00	\$824.30	\$849.00	Reclassified as Health Care Worker Grade 1	
Orthotic Technician Grade 1		JH7	1	\$785.00	\$824.30	\$849.00	\$874.50	\$900.70
Orthotic Technician Grade 1 (after 3 months)			2	n/a	n/a	n/a	\$903.40	\$930.50
Orthotic Technician Grade 2		JH8	2	\$811.00	\$851.60	\$877.10	\$903.40	\$930.50
Orthotic Technician Grade 3		JH9	3	\$828.50	\$869.90	\$896.00	\$922.90	\$950.60
Orthotic Technician Grade 4		J11	6	\$863.60	\$906.80	\$934.00	\$962.00	\$990.90
Orthotic Technician Grade 5		J12	8	\$898.20	\$943.10	\$971.40	\$1,000.50	\$1,030.50
Patient Services Assistant Level 1		PS21	3	\$828.50	\$869.90	\$896.00	\$922.90	\$950.60
Patient Services Assistant Level 2		PS25	5	\$854.70	\$897.40	\$924.30	\$952.00	\$980.60
Pathology Technician Grade 1		IC5	6	\$863.60	\$906.80	\$934.00	\$962.00	\$990.90
Pathology Technician Grade 2		IC2	9	\$919.10	\$965.10	\$994.10	\$1,023.90	\$1,054.60
Pathology Collector in Training		ID1	95% of 7	\$838.50	\$880.40	\$906.80	\$933.90	\$962.00
Pathology Collector Grade 1		ID 2	7	\$882.60	\$926.70	\$954.50	\$983.10	\$1,012.60
Pathology Collector Grade 2		ID 4	9	\$919.10	\$965.10	\$994.10	\$1,023.90	\$1,054.60
Personal Care Worker Grade 1		PW1	3	\$828.50	\$869.90	\$896.00	Reclassified as Health Care Worker	
Personal Care Worker Grade 2		CW1	6	\$863.60	\$906.80	\$934.00		
Personal Care Worker Grade 3		WP1	8	\$898.20	\$943.10	\$971.40		
Health Care Worker Grade 1		PW1	3	n/a	n/a	n/a	\$922.90	\$950.60
Health Care Worker Grade 2		CW1	6	n/a	n/a	n/a	\$962.00	\$990.90
Health Care Worker Grade 3		WP1	8	n/a	n/a	n/a	\$1,000.50	\$1,030.50

SECTION 2 – HEALTH AND ALLIED SERVICES EMPLOYEES AND DENTAL ASSISTANTS

Classification	Year	Pay Code	Skill Level	Current	FFPPOA	FFPPOA	FFPPOA	FFPPOA
					1 October 2016	1 October 2017	1 October 2018	1 October 2019
					5%	3%	3%	3%
Pharmacy Technician Grade 1		TF1		\$851.40	\$894.00	\$920.80	\$948.40	\$976.90
Pharmacy Technician Grade 2		TH6		\$964.70	\$1,012.90	\$1,043.30	\$1,074.60	\$1,106.80
Pharmacy Technician Grade 3		TH10		\$1,014.40	\$1,065.10	\$1,097.10	\$1,130.00	\$1,163.90
Pharmacy Technician Grade 4		TH14		\$1,101.60	\$1,156.70	\$1,191.40	\$1,227.10	\$1,263.90
Radiotherapy Technician		TD6	7	\$882.60	\$926.70	\$954.50	\$983.10	\$1,012.60
Social Worker/Welfare Aide		IF5	1	\$785.00	\$824.30	\$849.00	\$874.50	\$900.70
Social Worker/Welfare Aide (after 3 months)			2	n/a	n/a	n/a	\$903.40	\$930.50
Technical, Therapy & Personal Care Supervisor		ID5	11	\$1,011.00	\$1,061.60	\$1,093.40	\$1,126.20	\$1,160.00
Theatre Technician Grade 1		HZ5		\$891.40	\$936.00	\$964.10	n/a	n/a
Theatre Technician Grade 2		HZ6		\$1,004.70	\$1,054.90	\$1,086.50	n/a	n/a
Theatre Technician Grade 3		HH1		\$1,054.40	\$1,107.10	\$1,140.30	n/a	n/a
Theatre Technician Grade 4		HH5		\$1,138.20	\$1,195.10	\$1,231.00	n/a	n/a
Theatre Technician Grade 1 (FFPPOA 1 October 2018)		IA5		n/a	n/a	n/a	\$964.10	\$964.10
Theatre Technician Grade 2 (FFPPOA 1 October 2018)		HZ5		n/a	n/a	n/a	\$993.00	\$1,022.80
Theatre Technician Grade 3 (FFPPOA 1 October 2018)		HZ6		n/a	n/a	n/a	\$1,119.10	\$1,152.70
Theatre Technician Grade 4 (FFPPOA 1 October 2018)		HH1		n/a	n/a	n/a	\$1,174.50	\$1,209.70
Theatre Technician Grade 5 (FFPPOA 1		HH5		n/a	n/a	n/a	\$1,267.90	\$1,305.90

SECTION 2 – HEALTH AND ALLIED SERVICES EMPLOYEES AND DENTAL ASSISTANTS

Classification	Year	Pay Code	Skill Level	Current	FFPPOA	FFPPOA	FFPPOA	FFPPOA
					1 October 2016	1 October 2017	1 October 2018	1 October 2019
					5%	3%	3%	3%
October 2018)								
Theatre Technician Grade 6 (FFPPOA 1 October 2018)				n/a	n/a	n/a	\$1,359.00	\$1,399.80
CLERICAL								
Clerical Worker Grade C	1			\$893.10	\$937.80	<p align="center">Transition to Management and Administrative Worker Structure (Clerical Workers will cease to be covered by Section 2 of this Agreement from FFPPOA 1 October 2017. After that date see Section 3 of this Agreement for applicable wage rates)</p>		
	2			\$898.90	\$943.80			
	3			\$904.50	\$949.70			
	4			\$911.30	\$956.90			
	5+			\$912.50	\$958.10			
Clerical Worker Grade B	1			\$919.10	\$965.10			
	2			\$924.90	\$971.10			
	3			\$930.50	\$977.00			
	4			\$937.30	\$984.20			
	5+			\$938.50	\$985.40			
Clerical Worker Grade A	1			\$1,011.00	\$1,061.60			
	2			\$1,016.85	\$1,067.70			
	3			\$1,022.50	\$1,073.60			
	4			\$1,029.45	\$1,080.90			
	5+			\$1,030.70	\$1,082.20			

Skill Groups

SECTION 2 – HEALTH AND ALLIED SERVICES EMPLOYEES AND DENTAL ASSISTANTS

Skill Group	Current	1 October 2016	1 October 2017	1 October 2018	1 October 2019
		5%	3%	3%	3%
1	\$785.00	\$824.30	\$849.00	\$874.50	\$900.70
2	\$811.00	\$851.60	\$877.10	\$903.40	\$930.50
3	\$828.50	\$869.90	\$896.00	\$922.90	\$950.60
4	\$836.90	\$878.70	\$905.10	\$932.30	\$960.30
5	\$854.70	\$897.40	\$924.30	\$952.00	\$980.60
6	\$863.60	\$906.80	\$934.00	\$962.00	\$990.90
7	\$882.60	\$926.70	\$954.50	\$983.10	\$1,012.60
8	\$898.20	\$943.10	\$971.40	\$1,000.50	\$1,030.50
9	\$919.10	\$965.10	\$994.10	\$1,023.90	\$1,054.60
10	\$967.30	\$1,015.70	\$1,046.20	\$1,077.60	\$1,109.90
11	\$1,011.00	\$1,061.60	\$1,093.40	\$1,126.20	\$1,160.00

PART 2: WAGE RATES FOR DENTAL ASSISTANTS

Table A: Dental Assistants employed by DHSV or Ballarat Health Service

The following annual salaries apply only to Dental Assistants (whose employment is covered by the classifications set out in Part 2 of **Schedule 2D** of this Agreement and who are employed by DHSV or Ballarat Health Service). The rates specified are inclusive of annual leave loading, allowances (other than shift allowances), additional payments and extra payments associated with the function performed. Authorised overtime and shift allowances are paid separately.

Classification		Pay code	Current	FFPPOA	FFPPOA	FFPPOA	FFPPOA
				1 October 2016	1 October 2017	1 October 2018	1 October 2019
				5%	3%	3%	3%
Grade 1 Dental Assistant	Newly Qualified	1.1	\$43,608.95	\$45,789.40	\$47,163.08	\$48,577.97	\$50,035.31
Grade 2 Dental Assistant	Progression by annual performance appraisal process	2.1	\$44,608.95	\$46,839.40	\$48,244.58	\$49,691.92	\$51,182.67
		2.2	\$46,608.95	\$48,939.40	\$50,407.58	\$51,919.81	\$53,477.40
		2.3	\$47,608.95	\$49,989.40	\$51,489.08	\$53,033.75	\$54,624.76
		2.4	\$48,608.95	\$51,039.40	\$52,570.58	\$54,147.70	\$55,772.13
		2.5	\$50,608.95	\$53,139.40	\$54,733.58	\$56,375.59	\$58,066.85
Grade 3 • Dental Assistant – Coach • Oral Health Educator	By appointment only	3.1	\$55,700.10	\$58,485.11	\$60,239.66	\$62,046.85	\$63,908.25
		3.2	\$56,751.05	\$59,588.60	\$61,376.26	\$63,217.55	\$65,114.07
Grade 4 – Senior Dental Assistant	By appointment only	4.1	\$58,852.95	\$61,795.60	\$63,649.47	\$65,558.95	\$67,525.72
		4.2	\$60,954.85	\$64,002.59	\$65,922.67	\$67,900.35	\$69,937.36

Table B: Dental Assistants employed by Employers other than DHSV and Ballarat Health Service

The following weekly rates of pay apply only to Dental Assistants (whose employment is covered by the classifications set out in Part 2 of **Schedule 2D** of this Agreement and who are employed by an Employer **other than** DHSV or Ballarat Health Service).

NOTE: this Table B is effective from FFPPOA 1 October 2018. See clause 98 (Transition of Dental Nurses to Dental Assistant Structure) for more information.

Classification		Pay code	Current	FFPPOA	FFPPOA	FFPPOA	FFPPOA
				1 October 2016	1 October 2017	1 October 2018	1 October 2019
				5%	3%	3%	3%
Dental Assistant Trainee			N/A	N/A	N/A	\$486.10	\$500.70
Grade 1 Dental Assistant	Newly Qualified (first 12 months)	1.1	N/A	N/A	N/A	\$920.40	\$948.00
Grade 2 Dental Assistant	Progression by annual performance appraisal process	2.1	N/A	N/A	N/A	\$941.50	\$969.70
		2.2	N/A	N/A	N/A	\$983.70	\$1,013.20
		2.3	N/A	N/A	N/A	\$1,004.90	\$1,035.00
		2.4	N/A	N/A	N/A	\$1,026.00	\$1,056.80
		2.5	N/A	N/A	N/A	\$1068.20	\$1100.20
Grade 3 • Dental Assistant – Coach • Oral Health Educator	By appointment only	3.1	N/A	N/A	N/A	\$1175.6	\$1210.90
		3.2	N/A	N/A	N/A	\$1197.8	\$1210.90
Grade 4 – Senior Dental Assistant	By appointment only	4.1	N/A	N/A	N/A	\$1242.2	\$1279.40
		4.2	N/A	N/A	N/A	\$1286.50	\$1325.10

SCHEDULE 2C - ALLOWANCES

PART 1: HEALTH AND ALLIED SERVICES EMPLOYEES AND DENTAL ASSISTANTS (OTHER THAN DHSV AND BALLARAT HEALTH SERVICE)

The following allowances apply only to Health and Allied Services Employees (whose employment is covered by the classifications set out in **Part 1** of **Schedule 2D** of this Agreement) and from FFPPOA 1 October 2018 Dental Assistants (whose employment is covered by the classifications set out in Part 2 of **Schedule 2D** of this Agreement and who are employed by an Employer other than DHSV or Ballarat Health Service).

Allowance	Current	FFPPOA			
		1-Oct-16	1-Oct-17	1-Oct-18	1-Oct-19
		5.0%	3.0%	3.0%	3.0%
Experience Payments - Dental Nurses					
Second year of experience	\$6.40	\$6.70	\$6.90	\$7.10	\$7.30
Third and subsequent years of experience	\$12.60	\$13.20	\$13.60	\$14.00	\$14.40
Experience Payments - For all other classifications					
After 1 years' experience	\$6.40	\$6.70	\$6.90	\$7.10	\$7.30
After 2 years' experience	\$12.60	\$13.20	\$13.60	\$14.00	\$14.40
After 3 years' experience	\$20.20	\$21.20	\$21.80	\$22.50	\$23.20
After 4 years' experience	\$21.40	\$22.50	\$23.20	\$23.90	\$24.60
Completed apprenticeship or issued with trade certificate					
After 1 years' experience	\$9.00	\$9.50	\$9.80	\$10.10	\$10.40
After 2 years' experience	\$16.30	\$17.10	\$17.60	\$18.10	\$18.60
After 3 years' experience	\$20.20	\$21.20	\$21.80	\$22.50	\$23.20
After 4 years' experience	\$21.40	\$22.50	\$23.20	\$23.90	\$24.60
Incremental payments for trainee Dental Nurses					
Under 18 years of age	\$39.60	\$41.60	\$42.80	\$44.10	\$45.40
At 18 years of age	\$51.00	\$53.60	\$55.20	\$56.90	\$58.60
At 19 years of age	\$57.60	\$60.50	\$62.30	\$64.20	\$66.10
At 20 years of age	\$65.60	\$68.90	\$71.00	\$73.10	\$75.30
Shift Allowances					
Morning Shift	\$20.90	\$21.90	\$22.60	\$23.30	\$24.00
Afternoon Shift	\$20.90	\$21.90	\$22.60	\$23.30	\$24.00
Night Shift	\$52.90	\$55.50	\$57.20	\$58.90	\$60.70
Permanent Night Shift	\$60.70	\$63.70	\$65.60	\$67.60	\$69.60

SECTION 2 – HEALTH AND ALLIED SERVICES EMPLOYEES AND DENTAL ASSISTANTS

Allowance	Current	FFPPOA			
		1-Oct-16	1-Oct-17	1-Oct-18	1-Oct-19
		5.0%	3.0%	3.0%	3.0%
Change of Shift	\$33.40	\$35.10	\$36.20	\$37.30	\$38.40
Change of Roster	\$20.90	\$21.90	\$22.60	\$23.30	\$24.00
On-Call Allowance	\$20.90	\$21.90	\$22.60	\$23.30	\$24.00
Meal Allowance					
After 1 hour of shift	\$13.20	\$13.90	\$14.30	\$14.70	\$15.10
After 4 hours of shift	\$10.60	\$11.10	\$11.40	\$11.70	\$12.10
After 5 hours on a Sat, Sun or RDO	\$13.20	\$13.90	\$14.30	\$14.70	\$15.10
After 9 hours on a Sat, Sun or RDO	\$10.60	\$11.10	\$11.40	\$11.70	\$12.10
Uniform Allowance					
Amount per day	\$1.78	\$1.87	\$1.93	\$1.98	\$2.04
Amount per week	\$8.99	\$9.44	\$9.72	\$10.01	\$10.31
Laundry Allowance					
Amount per day	\$0.44	\$0.46	\$0.48	\$0.49	\$0.50
Amount per week	\$2.12	\$2.23	\$2.29	\$2.36	\$2.43
Heat Allowance (for persons employed prior to 8 August 1991)					
>40 degrees but <46 degrees celsius	\$0.49	\$0.51	\$0.53	\$0.55	\$0.56
>46 degrees celsius	\$0.53	\$0.56	\$0.57	\$0.59	\$0.61
Infectious Allowances (for persons employed prior to 8 August 1991)					
Working in wards/units with patients suffering – per day	\$0.31	\$0.33	\$0.34	\$0.35	\$0.36
Handling or dressing patients – per day	\$0.12	\$0.13	\$0.13	\$0.13	\$0.14
Handling clothes, bedding linen etc – per day	\$0.12	\$0.13	\$0.13	\$0.13	\$0.14
Handling of bodies – per day	\$0.12	\$0.13	\$0.13	\$0.13	\$0.14
Engaged in Experiments – per hour	\$0.14	\$0.15	\$0.15	\$0.16	\$0.16
Engaged in Experiments – per day	\$0.30	\$0.32	\$0.32	\$0.33	\$0.34
Vehicle Allowances					
Motor Vehicles (cents per kms)					
Under 35 PMU	\$0.79	\$0.83	\$0.86	\$0.88	\$0.91
35 PMU and over	\$1.03	\$1.08	\$1.11	\$1.14	\$1.18
Motor Cycles (per kms)					
Under 250 cc	\$0.35	\$0.36	\$0.37	\$0.39	\$0.40
250cc and over	\$0.46	\$0.49	\$0.50	\$0.51	\$0.53
Bicycles (per kms)	\$0.12	\$0.12	\$0.13	\$0.13	\$0.14
Other Allowances					

SECTION 2 – HEALTH AND ALLIED SERVICES EMPLOYEES AND DENTAL ASSISTANTS

Allowance	Current	FFPPOA			
		1-Oct-16	1-Oct-17	1-Oct-18	1-Oct-19
		5.0%	3.0%	3.0%	3.0%
Certificate Allowance - Pathology Technician	\$67.80	\$71.20	\$73.30	\$75.50	\$77.80
Badge Allowance - Dental Nurse	\$31.20	\$32.80	\$33.80	n/a	n/a
Tow Motor Driver Allowance per day	\$3.10	\$3.30	\$3.40	\$3.50	\$3.60
Computer Allowance per week	\$22.00	\$23.10	\$23.80	\$24.50	\$25.20
Tools Allowance - Chef and Cooks per week	\$14.50	\$15.20	\$15.70	\$16.20	\$16.70
Sleepover Allowance per shift	\$86.20	\$90.50	\$93.20	\$96.00	\$98.90

PART 2: DENTAL ASSISTANTS

The following allowances apply only to Dental Assistants (whose employment is covered by the classifications set out in **Part 2** of **Schedule 2D** of this Agreement and who are employed by DHSV or Ballarat Health Service).

Allowance	Current	FFPPOA			
		1-Oct-16	1-Oct-17	1-Oct-18	1-Oct-19
		5.0%	3.0%	3.0%	3.0%
Shift Allowances					
Morning Shift	\$20.90	\$21.90	\$22.60	\$23.30	\$24.00
Afternoon Shift	\$20.90	\$21.90	\$22.60	\$23.30	\$24.00
Night Shift	\$52.90	\$55.50	\$57.20	\$58.90	\$60.70
Permanent Night Shift	\$60.70	\$63.70	\$65.60	\$67.60	\$69.60
Change of Shift	\$33.40	\$35.10	\$36.20	\$37.30	\$38.40
Change of Roster	\$20.90	\$21.90	\$22.60	\$23.30	\$24.00
On-Call Allowance	\$20.90	\$21.90	\$22.60	\$23.30	\$24.00
Meal Allowance					
After 1 hour of shift	\$9.40	\$9.90	\$10.20	\$10.50	\$10.80
After 4 hours of shift	\$7.60	\$8.00	\$8.20	\$8.40	\$8.70
After 5 hours on a Sat, Sun or RDO	\$9.40	\$9.90	\$10.20	\$10.50	\$10.80
After 9 hours on a Sat, Sun or RDO	\$7.60	\$8.00	\$8.20	\$8.40	\$8.70
Laundry Allowance					
Amount per day	\$0.35	\$0.37	\$0.38	\$0.39	\$0.40
Amount per week	\$1.83	\$1.92	\$1.98	\$2.04	\$2.10
Vehicle Allowances					
Motor Vehicles (per kms)					
Under 35 PMU	\$0.72	\$0.75	\$0.77	\$0.80	\$0.82
35 PMU and over	\$0.87	\$0.91	\$0.94	\$0.97	\$1.00
Motor Cycles (per kms)					
Under 250 cc	\$0.31	\$0.33	\$0.34	\$0.35	\$0.36
250cc and over	\$0.42	\$0.44	\$0.45	\$0.47	\$0.48

SCHEDULE 2D – CLASSIFICATION STRUCTURE

PART 1: HEALTH AND ALLIED SERVICES EMPLOYEES CLASSIFICATION STRUCTURE

SKILL LEVELS

1. Level 1

1.1 Description

An Employee at this level:

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

1.2 Indicative Tasks and Classifications

Indicative tasks performed and indicative classifications at this level are:

Classification Group	Indicative Tasks Performed and Indicative Classifications
Food Services	<p>Basic food preparation; the cooking of basic meals; cleaning of food preparation and consumption areas and cooking equipment and utensils and the serving and delivery of meals.</p> <p>Food and Domestic Services Assistant Other Cook</p>
General Services	<p>Cleaning; attending to a lift, car park or incinerator; basic laundry work and the sorting and packing of linen. Assisting a gardener; basic maintenance work; basic sewing; General Orderly/Porterage/Courier functions in hospitals or other health services.</p> <p>Laundryhand Carpark Attendant Sorter/Packer of Linen Orderly or Cleaner Seamsperson Assistant Gardener</p>

	Maintenance/Handyperson (Unqualified) All other Employees not elsewhere provided for
Technical, Clinical and Personal Care	The operation of automatic photographic processing machines; the cleaning, washing and preparation of equipment and chemicals within a laboratory and the cleaning and washing of surgical equipment within a Central or Theatre Sterilising Unit; the feeding and basic care of animals within animal houses; direct assistance with technical, clinical and personal care duties under supervision and direction; a recording technician operating an ECG/EEG or similar recording equipment; the handling, transporting of client/patients and the preparation of beds; communication and liaison with clients/patients and directly assisting social workers/welfare workers; an Orthotic Technician involved in the manufacture and fitting of orthotic devices in his or her first year of employment as such. Laboratory Assistant Grade 1 Orthotic Technician 1 Nursing Attendant (replaced by Health Care Worker from FFPPOA 1 October 2018)Social Work/Welfare Aide

NOTE: From FFPPOA 1 October 2018, this Skill Level will only apply to Employees with less than three months experience with the Employer in the classifications at this level. After an initial three months at this level an Employee will automatically progress to Skill Level 2.

2. Level 2

2.1 Description

An Employee at this level:

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

2.2 Indicative Tasks and Classifications

Indicative tasks performed and indicative classifications at this level are:

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

	Housekeeper Storeperson Laundry Operator Gardener (non-trade) Seamsperson who cuts and fits
Technical, Clinical and Personal Care	An Orthotic Technician involved in the manufacture and fitting of orthotic devices in his or her second year of employment as such. Orthotic Technician 2

NOTE: From FFPPOA 1 October 2018, the indicative classifications at Skill Level 1 are incorporated into Skill Level 2 and will apply to Employees with three or more months experience in those classifications.

3. Level 3

3.1 Description

An Employee at this level:

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

3.2 Indicative Tasks and Classifications

Indicative tasks performed and indicative classifications at this level are:

Classification Group	Indicative Tasks Performed and Indicative Classifications
Food Services	A person responsible for the conduct of a diet kitchen; an unqualified (non-trade) cook employed as a sole cook in a kitchen or an unqualified (non-trade) cook providing specialist cooking functions. Dietary Supervisor Cook Employed Alone Diet Cook Sweets Cook Pastry Cook (Other)
General Services	Hospital Attendant work, including patrol functions; stores work by a Storeperson working alone; driving small vehicles (1.25)

	tonnes or less) within and between establishments. Hospital Attendant Storeperson employed alone Driver 1.25 Tonne or less
Technical, Clinical and Personal Care	Skilled work within a laboratory, including the taking of blood samples; an Orthotic Technician involved in the manufacture and fitting of orthotic devices in his or her third year of employment as such. Laboratory Assistant Grade 2 Orthotic Technician 3

4. Level 4

4.1 Description

An Employee at this level:

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

4.2 Indicative Tasks and Classifications

Indicative tasks performed and indicative classifications at this level are:

Classification Group	Indicative Tasks Performed and Indicative Classifications
Food Services	An Employee whose primary function is to liaise with patients and staff to obtain appropriate meal requirements of patients, and to tally and collate the overall results. Food Monitor
Technical, Clinical and Personal Care	Work in all facets of a multi-sectional laboratory, including the taking of blood samples. Laboratory Assistant Grade 3

5. Level 5

5.1 Description

An Employee at this level:

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

5.2 Indicative Tasks and Classifications

Indicative tasks performed and indicative classifications at this level are:

Classification Group	Indicative Tasks Performed and Indicative Classifications
General Services	An Employee performing dedicated security functions; an Employee performing transport related functions, including drivers of intermediate sized vehicles (1.25 tonnes to 3 tonnes); ambulance drivers or assistants without first aid certificates or similar relevant training. Security Officer Grade 1 Driver 1.25 Tonne to 3 Tonne Other Motor Ambulance Driver or Assistant
Technical, Clinical and Personal Care	An unqualified Trades Instructor involved in the care, instruction or development and rehabilitation of clients. Instructor Trades (Unqualified)

6. Level 6

6.1 Description

An Employee at this level:

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

6.2 Indicative Tasks and Classifications

Indicative tasks performed and indicative classifications at this level are:

Classification Group	Indicative Tasks Performed and Indicative Classifications
General Services	An Employee performing transport related functions, including drivers of non-articulated vehicles over three tonnes; ambulance drivers or assistants possessing first aid certificates or similar relevant training. Driver over three Tonne Motor Ambulance Driver or Assistant who is required to hold a St John First Aid Certificate
Technical, Clinical and Personal Care	An Orthotic Technician involved in the manufacture and fitting of orthotic devices in his or her fourth year of employment as such; a first aid attendant employed in commercial or industrial undertakings; a Pathology Technician (not working solely as such) assisting the Pathologist, including the preparation of equipment and work involved in the post mortem of patients. Orthotic Technician 4 Pathology Technician Grade 1 First Aid Attendant (in commercial or industrial undertakings)

7. Level 7

7.1 Description

An Employee at this level:

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

7.2 Indicative Tasks and Classifications

Indicative tasks performed and indicative classifications at this level are:

Classification Group	Indicative Tasks Performed and Indicative Classifications
Food Services	A Cook with relevant qualifications. Second Cook Grade D Trade Cook Pastry Cook
General Services	A handyperson with Trade qualifications performing general

	<p>maintenance duties; a printer with Trade qualifications performing general printing or related duties; a gardener with Trade qualifications performing general gardening duties; a Storeperson who is required to regularly access computers in the course of his or her employment; a dedicated Security Officer required to regularly access computers in the course of her or his employment and/or has been provided with relevant training; an Employee performing transport related functions, including drivers of articulated vehicles.</p> <p>Maintenance/Handyperson (Trade)</p> <p>Printer (Trade)</p> <p>Gardener (Trade)</p> <p>Storeperson (Advanced)</p> <p>Driver articulated 12-13 Tonnes</p> <p>Security Officer Grade 2</p>
Technical, Clinical and Personal Care	<p>A Pathology Collector Grade 1 engaged in collecting pathology specimens.</p> <p>A Radiotherapy Technician.</p>

8. Level 8

8.1 Description

An Employee at this level:

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

8.2 Indicative Tasks and Classifications

Indicative tasks performed and indicative classifications at this level are:

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

	Chef Grade D Second Cook Grade C
Technical, Clinical and Personal Care	An Orthotic Technician involved in the manufacture and fitting of orthotic devices after his or her fourth year of employment as such. Orthotic Technician 5

9. Level 9

9.1 Description

An Employee at this level:

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

9.2 Indicative Tasks and Classifications

Indicative tasks performed and indicative classifications at this level are:

Classification Group	Indicative Tasks Performed and Indicative Classifications
Food Services	A Cook or Chef with relevant qualifications. Second Cook Grade B Chef Grade C
General Services	A Maintenance/Handyperson, Printer or Gardener with post-trade qualifications or specialisation and who is required to work autonomously. Maintenance/Handyperson (Advanced) Printer (Advanced) Gardener (Advanced)
Technical, Clinical and Personal Care	A Pathology Technician working solely as such, assisting the Pathologist and required at times to work independently, including the preparation of equipment and work involved in the post mortem of patients; a Pathology Collector engaged in collecting

pathology specimens, with additional responsibilities, qualifications or experience.

Pathology Technician Grade 2

Pathology Collector Grade 2

10. Level 10

10.1 Description

An Employee at this level:

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

10.2 Indicative Tasks and Classifications

Indicative tasks performed and indicative classifications at this level are:

Classification Group	Indicative Tasks Performed and Indicative Classifications
Food Services	A Cook or Chef with relevant qualifications. Chef B Second Cook A
Technical, Clinical and Personal Care	An Instructor Trades in his or her first year of employment. Instructor Trades (Qualified) Yr 1

11. Level 11

11.1 Description

An Employee at this level:

- (a) is capable of functioning autonomously, and prioritising his or her own work and the work of others within established policies, guidelines and procedures;

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

11.2 Indicative Tasks and Classifications

Indicative tasks performed and indicative classifications at this level are:

Classification Group	Indicative Tasks Performed and Indicative Classifications
Food Services	A Cook or Chef with relevant qualifications; supervision, work allocation and rostering and/or guidance of staff. Chef Grade A Food Services Supervisor
General Services	Supervision, work allocation, on-the-job training and rostering and/or guidance of staff. Gardener Superintendent General Services Supervisor
Technical, Clinical and Personal Care	An Instructor Trades (Qualified) in his or her second year of employment; supervision, work allocation and rostering and/or guidance of staff. Instructor Trades (Qualified) Yr 2 and after Technical, Therapy and Personal Care Supervisor

CLASSIFICATION DEFINITIONS

1. Food Services Classifications

1.1 Classification Descriptions

Classification	Description
Chef	Means a person employed as such in a hospital who may be required by the Employer to supervise staff, give any necessary instruction in all the branches of cooking,

Classification	Description
	preparation of food service staff rosters, assist in the planning of meals, assist in the pricing of meals for departmental budgets, assist in the requisitioning and purchasing of all stores and to assist where necessary in the preparation and supervision of the plating of meals.
Chef Grade A	A chef employed in a hospital with more than 300 beds or a kitchen providing more than 2,000 meals on a daily average.
Chef Grade B	A chef employed in a hospital with 200 or more beds but less than 300 beds or a kitchen providing more than 1,000 meals but less than 2,000 meals on a daily average.
Chef Grade C	A chef employed in a hospital with more than 100 beds but less than 200 beds or a kitchen providing more than 500 meals but less than 1,000 meals on a daily average.
Chef Grade D	A chef employed in a hospital with less than 100 beds or a kitchen providing less than 500 meals on a daily average.
Cook – Diet	Means an unqualified cook who produces meals for specific dietary requirements and/or other specialist meals.
Cook – Employed Alone	Means a person employed as a sole cook who does not hold trade qualifications.
Cook – Other	Means a person who does not hold trade qualifications, who is employed as a cook by a hospital where other cooks are employed.
Cook – Pastry (Other)	Means an unqualified cook who specialises in producing pastry items.
Cook – Pastry (Trades)	Means a trade qualified cook who specialises in producing pastry items.
Cook – Second	Means a person employed as such in a hospital that assists the Chef in the discharge of his or her duties and whenever necessary relieves the Chef during any absence.
Cook – Second Grade A	A second cook employed in a hospital with more than 300 beds or a kitchen providing more than 2,000 meals on a daily average.
Cook – Second Grade B	A second cook employed in a hospital with 200 or more beds but less than 300 beds or a kitchen providing more than 1,000 meals but less than 2,000 meals on a daily average.
Cook – Second Grade C	A second cook employed in a hospital with more than 100 beds but less than 200 beds or a kitchen providing more than 500 meals but less than 1,000 meals on a daily

Classification	Description
	average.
Cook – Second Grade D	A second cook employed in a hospital with less than 100 beds or a kitchen providing less than 500 meals on a daily average.
Cook – Sweets	Means an unqualified cook who specialises in producing sweets or desserts.
Cook – Trade	Means a cook qualified as a tradesperson under the Industrial Training Act 1975 or holding an equivalent qualification acceptable to the Employer.
Dietary Supervisor	Means a person not being a qualified Dietician but responsible for the conduct of a Diet Kitchen.
Food and Domestic Services Assistant	Means a person employed to clean food preparation and consumption areas, cooking equipment and utensils and serve and deliver meals.
Food Monitor	<p>An Employee responsible to a catering and/or dietary department whose primary function is to liaise with patients and staff to obtain appropriate meal requirements of patients, and to tally and collate the overall results for the catering and/or dietary department.</p> <p>Notwithstanding the provisions of clause 36 (Higher Duties), when the above duties are incidental to other duties performed, higher duties rates will only apply when the above duties are performed for two hours or more in any day.</p>
Food Services Supervisor	Is a person appointed as such performing work which involves the supervision of staff within the food services stream of this Agreement or the supervision of staff within a food services related department or section. Such a person would be responsible for administrative duties such as work allocation, training, rostering and guidance of fifteen or more staff and may assist in the recruitment of staff.

1.2 Hospital Grading for Chef and Second Cook Classifications

Grade A	A hospital with more than 300 beds or a kitchen providing more than 2,000 meals on a daily average.
Grade B	A hospital with 200 or more beds but less than 300 beds or a kitchen providing more than 1,000 meals but less than 2,000 meals on a daily average.
Grade C	A hospital with more than 100 beds but less than 200 beds or a kitchen providing more than 500 meals but less than 1,000 meals on a daily average.

Grade D	A hospital with less than 100 beds or a kitchen providing less than 500 meals on a daily average.
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- 1.3 Hospital beds and daily average meals produced are taken from hospital annual returns to the Health Department Victoria, or other relevant materials, as of 30 June of the preceding year.

2. General Services Classifications

Classification	Description
Ambulance Driver/Assistant (Certificate)	Means a person employed as an Ambulance Driver/Assistant who holds a first aid certificate or similar relevant training.
Ambulance Driver/Assistant (Other)	Means a person employed as an Ambulance Driver/Assistant who does not hold a first aid certificate or similar relevant training.
Assistant Gardener	Means a person engaged to assist a gardener.
Car Park Attendant	Means a person employed to attend to the operation of a car park.
Cleaner – Windows	Means a person cleaning external windows where any part of the window to be cleaned is more than four and a half metres (4.5 metres) from the ground or balcony. Provided that the window is cleaned from the outside of the building.
Driver <1.25 Tonnes	Means a person employed to drive small vehicles (1.25 Tonnes or less) within and between establishments.
Driver 1.25 – 3.0 Tonnes	Means a person employed to perform transport related functions, including drivers of intermediate sized vehicles (1.25 to 3.0 Tonnes)
Driver over 3.0 Tonnes	Means a person employed to perform transport related functions, including drivers of non-articulated vehicles over 3 tonnes.
Driver Articulated 12-13 Tonnes	Means an Employee performing transport related functions, including drivers of articulated vehicles.
Gardener Advanced	Means a Gardener Trade who holds post-trade qualifications and is capable of, and required to work autonomously and is required to prioritise his or her own work with a substantial level of accountability and responsibility.
Gardener (Non Trade)	Means an Employee engaged in the pruning or trimming of plants or trees; or in budding, propagating, planting or plotting; or like garden related functions.
Gardener Superintendent	Means a Gardener Trade who is responsible for the supervision, work allocation, on the job training, rostering and/or guidance of gardening staff.

Classification	Description
Gardener Trade	Means a tradesperson gardener who has satisfactorily completed the approved apprenticeship course in gardening or who has been issued with an approved trade certificate.
General Services Supervisor	Is a person appointed as such performing work which involves the supervision of staff within the general services stream of this Agreement or the supervision of staff within a general services related department or section. Such a person would be responsible for administrative duties such as work allocation, training, rostering and guidance of fifteen or more staff and may assist in the recruitment of staff.
Handyperson Advanced	Is a Handyperson Trade who holds post-trade qualifications and is capable of, and required to work autonomously, and is required to prioritise their own work with a substantial level of accountability and responsibility.
Handyperson Trade	Means a person employed as a handyperson who has satisfactorily qualified as a tradesperson under the Industrial Training Act 1975 or holds an equivalent qualification acceptable to the Employer.
Handyperson (Unqualified)	Means a person employed to perform basic maintenance work.
Hospital Attendant	Means an Employee appointed as such and who, as part of his or her ordinary duties, is required to perform a patrol function.
Housekeeper	Means a person employed to perform general housekeeping functions.
Laundryhand	Means a person employed to perform basic laundry work.
Laundry Operator	Means a person employed as a sole Employee in a laundry performing the full range of duties relating to the operation of a laundry.
Orderly/Cleaner	Means a person employed to perform basic cleaning and orderly/porterage/courier functions in hospitals or other health services.
Printer Advanced	Is a Printer Trade who holds appropriate post-trade qualifications; and who is required to work autonomously and prioritise his or her own work with a substantial level of accountability and responsibility
Printer Trade	Means a person employed as a printer who has satisfactorily qualified as a tradesperson under the Industrial Training Act 1975 or holds an equivalent qualification acceptable to the Employer.
Seamsperson	Means a person employed to perform basic sewing.
Seamsperson – Cuts & Fits	Means a person employed to perform sewing of a more advanced nature, requiring the cutting and fitting of garments.
Security Officer Grade 1	Means an Employee performing a dedicated security function involving the security of patients, staff or the

Classification	Description
	facilities.
Security Officer Grade 2	An Employee as per Security Officer Grade 1 who is required to regularly access computers in the course of his or her employment and/or has been provided with relevant training.
Sorter/Packer Linen	Means a person employed to attend to the sorting and packing of linen.
Storeperson	Means a person employed to perform basic stores work.
Storeperson Alone	Means a person employed to perform stores work that is required to work alone.
Storeperson Advanced	Is a person employed as a Storeperson or Storeperson alone who is required to regularly access computers in the course of his or her employment.

3. Technical, Clinical and Personal / Health Care Classifications

Classification	Description
Dental Maintenance Technician	<p>Is a person who provides timely, efficient and effective technical repairs and maintenance to dental handpieces and other dental equipment.</p> <p>The role is a hands-on technical position which provides:</p> <ul style="list-style-type: none"> • Reactive and programmed preventative maintenance • Technical advice • Support work to ensure compliance obligations are satisfied
Dental Maintenance Technician – Manager	Means a person appointed as such performing work which involves the management of Dental maintenance Technicians. Such a person would be responsible for administrative duties such as work allocation, training, rostering and guidance of relevant employees and may assist in the recruitment of employees.
Instructor Trades (Qualified)	Means a person appointed as such, who has obtained a relevant Trade Certificate and who has had at least three years trade experience, which may include in house experience, and who under the direction and supervision of the Therapist, assists in arranging and supervising training projects for patients referred to the workshop for therapeutic and/or assessment purposes who instructs patients in the use, care and maintenance of tools and equipment who under direction from a Therapist carries out reports and assessments of patients and who assists the Therapist in the design, adaptation and construction of the special equipment and aides.
Instructor Trades	Means a person appointed as such who, under the

Classification	Description
(Unqualified)	direction and supervision of the Therapist, is required to perform work of a general nature and who is responsible for the general tidiness of the workshop and for safe workshop practice with patients and who performs other duties as directed by the Instructor and Therapist.
Laboratory Assistant Grade 1	An Employee whose prime duties and responsibilities do not require a technical knowledge in any specific area whose duties include cleaning, washing and preparation of equipment, chemicals and similar duties.
Laboratory Assistant Grade 2	An Employee who in addition to duties of a Grade 1 is capable of and required to undertake skilled work in a skilled area of a laboratory, which may include the taking of blood samples. Where an Employee's sole area of work is the taking of blood samples but not on a rotation basis through other areas of the laboratory Grade 2 will apply.
Laboratory Assistant Grade 3	An Employee with technical skills capable of and required to work in all facets of a multi sectional laboratory as necessary, including the taking of blood samples.
Nursing Attendant <i>(NOTE: this classification will be replaced by the Health Care Worker Classification from FFPPOA 1 October 2018)</i>	Means a person employed in attending to the comforts and needs of sick, disabled, aged or infirm persons. The Nursing Attendant does not apply to work performed in low care/dual care residential aged care facilities.
Orthotic Technician Grade 1	Means an Orthotic Technician involved in the manufacture and fitting of orthotic devices in their first year of employment as such.
Orthotic Technician Grade 2	Means an Orthotic Technician involved in the manufacture and fitting of orthotic devices in their second year of employment as such.
Orthotic Technician Grade 3	Means an Orthotic Technician involved in the manufacture and fitting of orthotic devices in their third year of employment as such.
Orthotic Technician Grade 4	Means an Orthotic Technician involved in the manufacture and fitting of orthotic devices in their fourth year of employment as such.
Pathology Collector in Training	Means a person who is a State Enrolled Nurse (or has obtained qualifications equivalent thereto) employed as a Pathology Collector in Training under the general supervision of a Registered General Nurse or equivalent and who is being trained and is receiving detailed instructions of the work to be performed and is acquiring skills in all aspects of specimen collection, containerisation, labelling, transporting and storage; patient/client identification and well being; related clerical work; and/or requires supervision on the work to be performed. A Pathology Collector in Training is supervised at all times by a person qualified in all aspects of pathology collection. A Pathology Collector in Training will remain on this

Classification	Description
	classification for a period of up to three months whilst training is undertaken and will be paid a rate equivalent to 95 per cent of the appropriate rate for Pathology Collector Grade 1, plus appropriate experience payments.
Pathology Collector Grade 1	Means a person who is a State Enrolled Nurse (or has obtained qualifications equivalent thereto) employed as a Pathology Collector under the general supervision of a Registered General Nurse or equivalent and is engaged in collecting pathology specimens and performing procedures in accordance with practice instructions; the care, storage and processing of all such pathology specimens; the timely dispatch of pathology specimens to the laboratory; the accurate recording of information relating to patients\clients and specimens in accordance with practice instructions; operating VDU's; attending to the well being of patients; liaising with referrers/referees; receiving payments of accounts.
Pathology Collector Grade 2	<p>Means a person who is a State Enrolled Nurse (or has obtained qualifications equivalent thereto) is employed to perform the duties of a Grade 1 Pathology Collector and who under the general supervision of a Registered General Nurse or equivalent, undertakes additional responsibility via the supervision of staff at a collection centre or who has additional qualifications or experience as recognised by the Employer.</p> <p>In relation to the definition of Pathology Collector in Training or Pathology Collector Grades one or two any dispute arising out of the meaning of equivalent qualifications will be determined by the Commission with reference to the views of the Health Industry Training Board.</p> <p>All Pathology Collectors employed prior to 25 February 1992 who are not State Enrolled Nurses or do not hold equivalent qualifications will be classified as per Pathology Collector Grade 1.</p>
Pathology Technician Grade 1	Is a person who assists the Pathologist, including the preparation of equipment and work involved in the post mortem of patients.
Pathology Technician Grade 2	Is a Pathology Technician working solely as such, assisting the Pathologist and required at times to work independently, including the preparation of equipment and work involved in the post mortem of patients.
Social Worker/Welfare Aide	Means a person employed to directly assist Social Workers and Welfare Workers in communication and liaison with clients/patients.
Technical, Therapy and Personal Care Supervisor	<p>Is a person appointed as such performing work which involves the supervision of staff within the Technical, Clinical and Personal Care stream of this Agreement, or the supervision of staff within a Technical, Therapy and Personal Care related department or section (but excluding Pathology Collectors).</p> <p>Such a person would be responsible for administrative duties such as work allocation, training, rostering and</p>

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

INTERPRETERS

NOTE: interpreters will cease to be covered by this Section 2 from FFPPOA 1 October 2018. From that date, refer to Section 3 of this Agreement.

Unqualified Interpreter	An employee employed in the provision of interpreting services by an unqualified Interpreter or assisting a qualified Interpreter in the performance of his or her work.
Qualified Interpreter	A qualified Interpreter who is accredited by the National Authority for Translation and Interpreters Ltd (NAATI).

4. Allied Health Assistant Structure

Classification	Description
Allied Health Assistant Grade 1 (Unqualified)	<p>Is an unqualified person who is required to perform work of a general nature under the direct supervision of an Allied Health Professional. The Assistant can work under supervision, either individually, or in a team performing a wide range of duties, for example; this may include collection and preparation of equipment, maintaining client contact details, monitoring clients to ensure that they follow their program.</p> <p>An Allied Health Assistant Grade 1 will not be required to hold any qualifications. Where an Allied Health Assistant Grade 1 seeks to obtain a Certificate III (Allied Health Assistance) from a registered training organisation during the life of this Agreement, (expiry date 31/07/09), the Employer, where practicable, will assist the person to complete the qualification. Such assistance may include financial assistance, flexible rostering, supervised practice and/or study leave.</p> <p>Automatic progression to grade 2 will occur upon the successful completion of the Certificate III in Health Services Assistance (Allied Health Assistance) based on the date of certification from the registered training organisation. Note it is the responsibility of the Employee to provide evidence of their qualification.</p>
Allied Health Assistant Grade 2 (Qualified)	<p>Is a qualified person who is required to perform work of a general nature under the supervision of an Allied Health Professional.</p> <p>A mandatory requirement for this level is successful completion of at least the Certificate III (Allied Health Assistance) from a registered training organisation or its equivalent.</p> <p>A qualified Allied Health Assistant performs a wide range of duties to support the work of Allied Health Professionals.</p> <p>The Allied Health Assistant Grade 2 is able to:</p>

Classification	Description
	<ul style="list-style-type: none"> • Perform the full range of duties of a Grade 1. • Work directly with an Allied Health Professional; work alone or in teams under supervision following a prescribed program of activity. • Use communication and interpersonal skills to assist in meeting the needs of clients. • Accurately document client progress and maintain documents as required. • Demonstrate a capacity to work flexibly across a broad range of therapeutic and program related activities. • Identify client circumstances that need additional input from the Allied Health Professional. • Prioritise work and accept responsibility for outcomes within the limit of their accountabilities.
<p>Allied Health Assistant Grade 3 (Qualified)</p>	<p>Is a qualified person who is required to perform work of a general nature under the supervision of an Allied Health Professional.</p> <p>An Allied Health Assistant Grade 3 is a person appointed as such. A mandatory requirement for this level is successful completion of at least the Certificate IV (Allied Health Assistance) from a registered training organisation or its equivalent.</p> <p>The Allied Health Assistant Grade 3 is able to:</p> <ul style="list-style-type: none"> • Perform the full range of duties of a Grade 1 and Grade 2. • Understand the basic theoretical principles of the work undertaken by the Allied Health Professional whom they are employed to support. • Work with minimum supervision to implement therapeutic and related activities, including maintenance of appropriate documentation. • Identify client circumstances that need additional input from the Allied Health Professional, including suggestions as to appropriate interventions. • Demonstrate very good communication and interpersonal skills. • Organise their own workload and to set work priorities within the program established by the Allied Health Professional. • If required, to assist in the supervision the work being performed by Grade 1 and 2 Allied Health Assistants and those in training.

5. Anaesthetic Technician Structure

Classification	Description
Anaesthetic Technician Grade 1	Means a person who has satisfactorily completed the theatre technician's course conducted by the Mayfield Centre (or has obtained qualifications equivalent thereto) or equivalent and working as an anaesthetic technician.
Anaesthetic Technician Grade 2	An anaesthetic technician with up to two years experience who has satisfactorily completed the Diploma of Anaesthetic Paramedical Science awarded by a registered training organisation or a relevant Associate Diploma of Applied Science. And in addition to the duties of a Theatre Technician Grade 2 is responsible for the preparation, checking and general maintenance of specialist equipment used by the Anaesthetist.
Anaesthetic Technician Grade 3	An anaesthetic technician with more than two years experience who has satisfactorily completed the Diploma of Anaesthetic Paramedical Science awarded by a registered training organisation or a relevant Associate Diploma of Applied Science. In addition to the duties of a Theatre Technician Grade 2, has a comprehensive knowledge of specialist equipment used by the Anaesthetist and can operate with a high degree of accountability and autonomy. A Grade 3 anaesthetic technician assists in the supervision/mentoring of other technicians.
Anaesthetic Technician Grade 4	Is a person who is appointed as such and who meets the criteria of an Anaesthetic Technician Grade 3. In addition the Grade 4 Anaesthetic Technician may undertake additional supervisory/administrative responsibilities, professional development and the supervision and training of staff. A mandatory requirement for a Grade 4 is the certificate III in Health Service Assistance (operating theatre technical support) and Diploma of Anaesthetic Paramedical Science awarded by a registered training organisation or a relevant Associate Diploma of Applied Science.

6. Instrument Technician Structure

6.1 Existing classification structure – effective up until FFPPOA 1 October 2018

NOTE: from FFPPOA 1 October 2018 this structure will cease to have effect and will be replaced by the structure set out in subclause 6.2 below.

Classification	Description
Instrument Technician Grade 1	<p>Means an unqualified person who is required to perform work of a general nature under direct supervision of a Grade 3 or 4 within a Central or Theatre Sterilising and Supply Department or Unit involved in the cleaning, packaging and sterilization reusable critical and semi-critical medical equipment.</p> <p>A Grade 1 Instrument Technician will not be required to hold any qualifications. Where a Grade 1 Instrument Technician seeks to obtain qualifications, the Employer will facilitate completion of the Certificate III in Health - Sterilising Practice for Technicians or equivalent awarded by a registered training organisation either through financial assistance, flexible rostering or supervised practice and/or study leave.</p> <p>All new starters will be required to complete a mandatory orientation program for the first three months of commencing duties, under the direct supervision of an Instrument Technician Grade 3 or 4.</p> <p>Automatic progression to Grade 2 will occur on the attainment of a Certificate III.</p>
Instrument Technician Grade 2	<p>Means a person who, within established procedures and guidelines, undertakes work of a more complex nature rotating through all areas of the Department or Unit. Grade 2 Instrument Technicians may perform their role without direct supervision but under the immediate direction of an Instrument Technician Grade 3 or 4.</p> <p>A mandatory requirement of the qualified* entry level is a Certificate III in Health - Sterilising Practice for Technicians or equivalent awarded by a registered training organisation that has been approved by the AIC. If a Grade 2 Instrument Technician has no prior experience working in that hospital, a mandatory three months orientation under the supervision of an Instrument Technician Grade 3 or 4 must be undertaken.</p> <p>A qualified Instrument Technician will include an Instrument Technician who has successfully completed the CSSD Certificate Course conducted by Mayfield, including the Certificate II awarded prior to 1996 (or equivalent).</p>
Instrument Technician Grade 3	<p>A person with a minimum of three years experience as an</p>

	<p>instrument technician, who is able to work in all areas of the Hospital's Department or Unit to which they are rostered with a high degree of autonomy and accountability. A Grade 3 Instrument Technician assists in the supervision, training/mentoring of other Technicians at that Hospital, and will, if required, undertake a clinical tutor/mentor role. A Grade 3 Instrument Technician will relieve the Grade 4 as required.</p> <p>Upon implementation of this structure, where there are existing staff who meet the above criteria, each hospital will have at least 1 technician classified at Grade 3.</p> <p>Holds a Certificate III in Health - Sterilising Practice for Technicians or equivalent awarded by a registered training organisation that has been approved by the AIC. The incumbents are advanced practitioners and the work undertaken at Grade 3 should be seen in this context.</p> <p>An Instrument Technician Grade 3 may have completed specialty training in areas such as setting up, loan instruments, sterraid and other sophisticated medical equipment.</p>
<p>Instrument Technician Grade 4</p>	<p>A person who is appointed as such and who meets the criteria of an Instrument Technician Grade 3. A Grade 4 Instrument Technician undertakes additional managerial responsibilities, including rostering, allocations, personal development and the supervision and training of staff.</p> <p>Once implemented in Victoria, an Instrument Technician Grade 4 will be offered an opportunity to complete a Certificate IV in Health Services (Supervision) or equivalent awarded by a registered training organisation either through financial assistance, flexible rostering and study leave.</p>

6.2 New classification structure – effective from FFPPOA 1 October 2018

NOTE: this structure will only be effective from FFPPOA 1 October 2018.

Classification	Description
<p>Instrument Technician Grade 1</p>	<p>Means an unqualified person who is required to perform work of a general nature under the direct supervision of a Grade 7 within a Central or Theatre Sterilising and Supply Department or Unit involved in the cleaning, packaging and sterilization of reusable critical and semi-critical medical equipment.</p> <p>A Grade 1 Instrument Technician will not be required to hold any qualifications.</p> <p>A Grade 1 Instrument Technician has less than 3 Months experience.</p> <p>Automatic progression to Grade 2 will occur after 3</p>

Classification	Description
	Months experience.
Instrument Technician Grade 2	<p>Means an unqualified person who is required to perform work of a general nature under the direct supervision of a Grade 5, 6 or 7 within a Central or Theatre Sterilising and Supply Department or Unit involved in the cleaning, packaging and sterilization of reusable critical and semi-critical medical equipment.</p> <p>A Grade 2 Instrument Technician will not be required to hold any qualifications. Where a Grade 2 Instrument Technician seeks to obtain qualifications the Employer will within the first 12 months of employment facilitate completion of Certificate III in Health - Sterilising Practice for Technicians or equivalent, from a registered training organisation through financial assistance, flexible rostering and supervised practice and/or study leave.</p> <p>A Grade 2 Instrument Technician has more than 3 Months experience as a Instrument Technician.</p> <p>Automatic progression to Grade 3 will occur on the successful completion of the Certificate III.</p>
Instrument Technician Grade 3	<p>Means a qualified person who, within established guidelines and procedures, undertakes work of a more complex nature rotating through all areas of the Department or Unit. Grade 3 Instrument Technicians may perform their role without direct supervision but under the immediate direction of an Instrument Technician Grade 5, 6 or 7 and has 12 Months experience working as an Instrument Technician and or other relevant experience.</p> <p>An Instrument Technician Grade 3 will hold a Certificate III in Health - Sterilising Practice for Technicians or equivalent awarded by a registered training organisation and has 12 months experience as an Instrument Technician. If a Grade 3 Instrument Technician has no prior experience working in that hospital, a mandatory three months orientation under the supervision of an Instrument Technician Grade 5, 6 or 7 must be undertaken.</p> <p>A qualified Instrument Technician will include an Instrument Technician who has successfully completed the CSSD Certificate Course conducted by Mayfield, including the Certificate II awarded prior to 1996 (or equivalent)</p>
Instrument Technician Grade 4	<p>An Instrument Technician Grade 4 will hold a Certificate IV in Health - Sterilising Practice for Technicians course or equivalent that has been awarded by a registered training organization or its equivalent and has a minimum of 12 months experience working as an Instrument Technician.</p> <p>A person who is able to work in all areas of the Hospital's Department or Unit to which they are rostered with a high degree of autonomy and accountability.</p> <p>If the Grade 4 Instrument Technician has no prior</p>

Classification	Description
	experience working in that hospital, a mandatory three months orientation under the supervision of a Grade 5, 6 or 7 or Instrument Technician must be undertaken.
Instrument Technician Grade 5	<p>An Instrument Technician Grade 5 will hold a Certificate IV in Health - Sterilising Practice for Technicians course or equivalent that has been awarded by a registered training organization or its equivalent and has a minimum of 12 months experience working as an Instrument Technician.</p> <p>A person who is able to work in all areas of the Hospital's Department or Unit to which they are rostered with a high degree of autonomy and accountability.</p> <p>If the Grade 5 Instrument Technician has no prior experience working in that hospital, a mandatory three months orientation under the supervision of a Grade 5,6 or 7 or Instrument Technician must be undertaken.</p> <p>An Instrument Technician Grade 5 may have completed specialty training in areas such as setting up, loan instruments, sterrad and other sophisticated medical equipment.</p> <p>A Grade 5 will be appointed to the in the appropriate management classification in the absence of an Instrument Technician Manager. (if there is no Grade 6 employed at that hospital).</p>
Instrument Technician Grade 6	<p>May hold a dual Certificate III (or above) in Health - Sterilising Practice for Technicians or equivalent awarded by a registered training organisation and a Certificate III (or above) in Health Service Assistance (Operating Theatre Technician Work).</p> <p>A Grade 6 is capable of working in both the sterilising department and the theatre environment. An Instrument Technician Grade 6 may have completed specialty training in areas such as setting up, loan instruments, sterrad and other sophisticated medical equipment.</p> <p>The Grade 6 Instrument Technician has 12 months experience working as an Instrument Technician and or other relevant experience.</p> <p>A Grade 6 will be appointed to act in the appropriate management classification in the absence of an Instrument Technician Manager.</p>
NOTE: Management Classification	
Beyond Grade 6 Employees will be classified under Section 3 (Management and Administrative Workers). See clause 84 of Section 3.	

7. Patient Services Assistant Structure

- 7.1** A **Patient Services Assistant (PSA)** is a multi-skilled Employee, the majority of whose work is ward based in an acute setting or community health centre. The work of PSAs involves the performance of duties across three or more functional

areas of patient support services. PSAs are essentially ward based. PSAs will be encouraged to undertake training, which may include further training to enable them to obtain the certificate or equivalent for career development.

7.2 Notwithstanding subclause 7.1 above, PSAs are not precluded from undertaking non-ward functions and duties. Employees whose jobs involve casual or irregular ward based duties, or where their presence on a ward is a minor aspect of their role, are not performing PSA work.

7.3 The functional areas covered by PSAs are as follows:

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

	response team Message taking
Patient Support	Assist in the lifting and turning of patients (including into and out of wheel chairs and trolleys) Assist in lifting and positioning of patients in bed, including by machinery Assist with patient facial shaves and pre-operative shaves Assist in the transportation of ambulant patients

7.4 For the purposes of this definition, ward based work includes Employees providing patient support services in areas such as outpatient, x-ray, catheter laboratory, nuclear medicine, dialysis and other areas providing patient support services consistent with the functions and duties described in subclause 7.3above.

7.5 The functions listed in subclause 7.3above are intended to be comprehensive. The listed duties are intended to be indicative, not comprehensive.

7.6 In determining the number of functions to be completed by a PSA, it will not be necessary for a PSA to perform any particular number of duties identified as falling within each functional area.

7.7 In considering the duties that constitute a function, there must be the inclusion of sufficient duties relevant to the function such that the work in question is an integral and significant part of that function within the operations of the ward. While additional duties may be included, the inclusion of an additional duty or duties does not necessarily equate to an additional function, unless the extra duties constitute a regular part of a shift, or period of work.

7.8 Not all PSAs will be expected to perform all of the functions listed in subclause 7.3. PSAs at the Grade 2 level will perform four or more functions, and PSAs at the Grade 1 level will perform three functions.

7.9 Patient Services Assistant Grade 1

A Patient Services Assistant at Grade 1 level:

- (a) regularly performs duties from three functional areas;
- (b) is not required to hold a recognised PSA certificate;
- (c) is capable of prioritising work within outlined routines, methods and procedures in three functional areas;
- (d) is responsible for work performed with a limited level of accountability or discretion;
- (e) works under limited supervision, either individually or in a team;
- (f) possesses sound communication skills; and
- (g) requires specific on the job training and/or relevant skills training or experience.

7.10 Patient Services Assistant Grade 2

A Patient Services Assistant at Grade 2 level:

- (a) regularly performs duties from four or more functional areas;
- (b) holds a Certificate 3 (or equivalent) from a TAFE College, or equivalent registered training organisation;
- (c) requires specific on the job training and/or relevant skills training or experience;
- (d) is capable of prioritising work within established policies, guidelines and procedures across four or more functional areas;
- (e) is responsible for work performed in accordance with established policies, procedures and approaches
- (f) works under limited supervision, either individually or in a team; and
- (g) possesses good communication, interpersonal and/or arithmetic skills.

8. Personal Care Worker / Health Care Worker Structure

8.1 Personal Care Worker Structure

NOTE: this classification structure will be replaced by the Health Care Worker classification structure from FFPPOA 1 October 2018. See clause 98 for further information.

The classification of Personal Care Worker, which was introduced from 15 April 2003, replaced the Nursing Attendant classification in low care/dual care residential aged care facilities.

For the avoidance of doubt, nothing in this clause will limit the ability of the employer to elect to use the Personal Care Worker structure in clinical settings other than residential aged care facilities.

The term residential aged care facility has the following meaning:

Residential Aged Care Facility - means a facility in which residential aged care is provided pursuant to the Aged Care Act 1997 (Commonwealth).

Classification	Description
Personal Care Worker Grade 1	<p>Means a person employed in a residential aged care facility or like service (but not including dedicated disability services or establishments covered by the Social Community Home Care and Disability Services Industry Award 2010 to provide personal care for disabled or aged persons in a residential aged care facility or to provide personal care within the scope of the employee's training and experience for patients in other clinical settings. Such a person will assist with all personal and developmental needs under supervision.</p> <p>A Personal Care Worker Grade 1 will not be required to possess formal qualifications. They will be advised of this in writing upon appointment.</p>

<p>Personal Care Worker Grade 2</p>	<p>Means a person employed in an aged care service or like service (but not including dedicated disability services or establishments covered by the Social Community Home Care and Disability Services Industry Award 2010) to provide personal care for disabled or aged persons in a residential aged care facility or to provide personal care within the scope of the employee’s training and experience for patients in other clinical settings.</p> <p>Such a person is required to undertake the duties of a Personal Care Worker Grade 1; and</p> <p>A Personal Care Worker Grade 2 holds, at the time of engagement, a nationally accredited certificate at Australian Quality Framework Level 3 (or equivalent as recognised by the employer) awarded by a Registered Training Organisation; or is required by the organisation to obtain such a certificate as a condition of employment. An Employee will be advised of such a requirement in writing prior to undertaking the course, or by a verbal request that is subsequently reduced to writing.</p> <p>For such an employee, training in the following competency areas will be completed in accordance with employer requirement:</p> <ul style="list-style-type: none"> • First aid equal to a basic first aid certificate • Manual handling • Infection control • Elder Abuse <p>Where the employee does not have this training it will be provided by and at the cost of the employer. Such training may be delivered either internally or externally. Such training will be in paid time.</p>
<p>Personal Care Worker Grade 3</p>	<p>Means a person employed in an aged care service or like service (but not including dedicated disability services or establishments covered by the Social Community Home Care and Disability Services Industry Award 2010) having not less than two (2) years’ experience as a Personal Care Worker, to provide personal care for disabled or aged persons in a residential aged care facility or to provide personal care within the scope of the employee’s training and experience for patients in other clinical settings. Such a person is required to undertake the duties of a Personal Care Worker Grade 1; and</p> <p>A Personal Care Worker Grade 3 holds, at the time of engagement, a nationally accredited certificate at Australian Quality Framework Level 4 (or equivalent as recognised by the employer) awarded by a Registered Training Organisation; or is required by the organisation to obtain such a certificate as a condition of employment. An Employee will be advised of such a requirement in writing prior to undertaking the course, or by a verbal request that is subsequently reduced to writing.</p> <p>For such an employee, training in the following competency areas will be completed in accordance with employer requirements:</p> <ul style="list-style-type: none"> • First Aid to a basic aid certificate • Manual Handling • Infection Control • Elder Abuse • Monitoring continence care • Simple wound monitoring

	<ul style="list-style-type: none"> • Diabetes awareness • Infection control, and • Managing difficult behavior • Medication dose administration aid <p>Where the employee does not have this training and at the request of the employee such training will be provided by and at the cost of the employer. Such training may be delivered either internally or externally. Such training will be in paid time.</p>
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8.1 Health Care Worker Structure

NOTE: this classification structure will be take effect from FFPPOA 1 October 2018. See clause 98 for further information.

Classification	Description
Health Care Worker Grade 1	<p>Means a person employed to provide personal care within the scope of the employee’s training and experience for patients/residents/clients (but not including those in dedicated disability services or establishments covered by the Social Community Home Care and Disability Services Industry Award 2010). Such a person will assist with all personal and developmental needs under supervision.</p> <p>A Health Care Worker Grade 1 will not be required to possess formal qualifications. They will be advised of this in writing upon appointment.</p> <p><i>NOTE: a Nursing Attendant will translate to this classification under clause 99 of Section 2</i></p>
Health Care Worker Grade 2	<p>Means a person employed to provide personal care within the scope of the employee’s training and experience for patients/residents/clients (but not including those in dedicated disability services or establishments covered by the Social Community Home Care and Disability Services Industry Award 2010).</p> <p>Such a person is required to undertake the duties of a Health Care Worker Grade 1; and</p> <p>A Health Care Worker Grade 2 holds, at the time of engagement, a nationally accredited certificate at Australian Quality Framework Level 3 (or equivalent as recognised by the employer) awarded by a Registered Training Organisation; or is required by the organisation to obtain such a certificate as a condition of employment. An Employee will be advised of such a requirement in writing prior to undertaking the course, or by a verbal request that is subsequently reduced to writing.</p> <p>For such an employee, training in the following competency areas will be completed in accordance with employer requirement:</p> <ul style="list-style-type: none"> • First aid equal to a basic first aid certificate • Manual handling • Infection control • Elder Abuse <p>Where the employee does not have this training it will be provided by and at the cost of the employer. Such training may be</p>

	delivered either internally or externally. Such training will be in paid time.
Health Care Worker Grade 3	<p>Means a person employed having not less than two (2) years' experience as a Health Care Worker, to provide personal care for patients/residents/clients (but not including those in dedicated disability services or establishments covered by the Social Community Home Care and Disability Services Industry Award 2010). Such a person is required to undertake the duties of a Health Care Worker Grade 1; and</p> <p>A Health Care Worker Grade 3 holds, at the time of engagement, a nationally accredited certificate at Australian Quality Framework Level 4 (or equivalent as recognised by the employer) awarded by a Registered Training Organisation; or is required by the organisation to obtain such a certificate as a condition of employment. An Employee will be advised of such a requirement in writing prior to undertaking the course, or by a verbal request that is subsequently reduced to writing.</p> <p>For such an employee, training in the following competency areas will be completed in accordance with employer requirements:</p> <ul style="list-style-type: none"> • First Aid to a basic aid certificate • Manual Handling • Infection Control • Elder Abuse • Monitoring continence care • Simple wound monitoring • Diabetes awareness • Infection control, and • Managing difficult behavior • Medication dose administration aid <p>Where the employee does not have this training and at the request of the employee such training will be provided by and at the cost of the employer. Such training may be delivered either internally or externally. Such training will be in paid time.</p>

9. Pharmacy Technician Structure

Classification	Description
Pharmacy Technician Grade 1	<p>Means an unqualified person who is required to perform work of a general nature under the direct supervision of a Grade 3 or 4 or a Pharmacist such as assisting with the preparation and distribution of drugs, stock control and replenishment, tablet packing, and store work, (excluding those functions prohibited by the Pharmacy Board of Victoria).</p> <p>A Grade 1 Pharmacy Technician will not be required to hold any qualifications. Where a Grade 1 Pharmacy Technician seeks to obtain qualifications the Employer will within the first 12 months of this agreement, facilitate completion of Certificate III in Health (Hospital Pharmacy Technician) or</p>

Classification	Description
	<p>equivalent, from a registered training organisation either through financial assistance, flexible rostering or supervised practice and/or study leave.</p> <p>Automatic progression to Grade 2 will occur on the successful completion of the Certificate III in Health (Hospital Pharmacy Technician).</p>
<p>Pharmacy Technician Grade 2</p>	<p>Means a qualified person who, within established guidelines and procedures, undertakes work of a more complex nature. Activities may include but are not limited to drug distribution, store work, dispensary, non sterile manufacturing, pre-packing, dispensary, ward pharmacy support work. A Grade 2 Pharmacy Technician may perform their role without the direct supervision of a Grade 3 or 4 or a Pharmacist, but is under the immediate direction of a Grade 3 or 4 or a Pharmacist</p> <p>A mandatory requirement for this level is a certificate III in Health (Hospital Pharmacy Technician) awarded by a registered training organisation or equivalent qualification (as approved by the Pharmacy Board of Victoria or equivalent body).</p> <p>Grade 2 Pharmacy Technicians will be encouraged and offered an opportunity within the first 12 months of this agreement to complete the certificate IV in Health (Hospital Pharmacy Technician) through a registered training organisation, either through financial assistance, flexible rostering or supervised practice and/or study leave arrangements.</p>
<p>Pharmacy Technician Grade 3</p>	<p>Is a person with a minimum of three years full time experience as a qualified Pharmacy Technician.</p> <p>Is able to work within established procedures or in specialised areas (such as drug information, PBS management, research, assisting in the manufacture of pharmaceuticals) with a high degree of autonomy and accountability in accordance with Pharmacy Board of Victoria Guidelines. In addition the Grade 3 Pharmacy Technician may undertake work in specialised areas such as sterile cytotoxic manufacturing and drug utilization and evaluation.</p> <p>A Grade 3 Pharmacy Technician assists in the supervision, training/mentoring of other Pharmacy Technicians at that hospital and if required will undertake a clinical tutor role. A Grade 3 Pharmacy Technician will relieve the Grade 4 as required.</p> <p>A Pharmacy Technician will hold a Certificate IV in Health (Hospital Pharmacy Technician) course or equivalent that has been awarded by a registered training organization or</p>

Classification	Description
	as approved by the Pharmacy Board of Victoria (e.g. Peter McCallum chemotherapy preparation course). The incumbents are advanced practitioners and the work undertaken at Grade 3 should be seen in this context.
Pharmacy Technician Grade 4	<p>Is a person who is appointed as such and who meets the criteria of a Pharmacy Technician Grade 3. In addition, a Grade 4 Pharmacy Technician undertakes additional managerial responsibilities including assisting the Pharmacy management with rostering, allocations, professional development, and the supervision and training of staff.</p> <p>A mandatory requirement for a Grade 4 is the certificate IV in Health (Hospital Pharmacy Technician) or equivalent</p>

10. Theatre Technician Structure

10.1 Existing classification structure – effective up until FFPPOA 1 October 2018

NOTE: from FFPPOA 1 October 2018 this structure will cease to have effect and will be replaced by the structure set out in subclause 10.2 below.

Classification	Description
Theatre Technician Grade 1	<p>Means an unqualified person who is required to perform work of a general nature under direct supervision of a Grade 3 or Grade 4 such as transporting, setting up, cleaning and maintaining theatre equipment and assisting with the positioning of patients in theatre.</p> <p>A grade 1 Theatre Technician will not be required to hold any qualifications. Where a Grade 1 Theatre Technician seeks to obtain qualifications, the Employer will facilitate completion of the Certificate III in Health Services Assistance (Operating Theatre Support) from a registered training organisation either through financial assistance, flexible rostering or supervised practice and/or study leave.</p> <p>All new starters will be required to complete a mandatory orientation program for the first three months of commencing duties, under the direct supervision of a Theatre Technician Grade 3 or 4.</p> <p>Automatic progression to Grade 2 will occur on the successful completion of the Certificate III.</p>
Theatre Technician Grade 2	<p>Means a person who, within established guidelines and procedures, undertakes work of a more complex nature rotating through all Operating Theatre lists in that hospital. Grade 2 Theatre Technicians may perform their role without</p>

Classification	Description
	<p>direct supervision but under the immediate direction of a Theatre Technician Grade 3 or 4.</p> <p>A mandatory requirement for the qualified* entry level is a Certificate III in Health Service Assistance (Operating Theatre Support) awarded by a registered training organisation or equivalent qualification. If the Grade 2 Theatre Technician has no prior experience working in that hospital, a mandatory three months orientation under the supervision of a Grade 3 or 4 Theatre Technician must be undertaken.</p> <p>* Qualified refers to Mayfield Theatre Technicians Course prior to 1997 and Mayfield Operating Theatre Technicians Practice - Certificate III in Health 1997 to 2002 or equivalent.</p>
Theatre Technician Grade 3	<p>Is a person with a minimum of three years experience as a theatre technician, who is able to work in all areas of the operating suite, and who has a comprehensive knowledge and ability to work within each of the clinical specialties offered at that hospital.</p> <p>A Grade 3 Theatre Technician can operate with a high degree of autonomy and accountability. A Grade 3 Theatre Technician assists in the supervision, training/mentoring of other Technicians at that hospital and will, if required, undertake a clinical tutor role. A Grade 3 Theatre Technician will relieve the Grade 4 as required.</p> <p>Upon implementation of this structure, where there are existing staff who meet the above criteria, each hospital will have at least 1 technician classified at Grade 3</p> <p>Once implemented in Victoria, a Theatre Technician Grade 3 will hold a Certificate IV in Health Service Assistance (Operating Theatre Technical Support) awarded by a registered training organisation or equivalent qualification. The incumbents are advanced practitioners and the work undertaken at Grade 3 should be seen in this context. A Theatre Technician Grade 3 may have completed specialty training in areas such as cell saving, laser, stealth.</p>
Theatre Technician Grade 4	<p>Is a person who is appointed as such and who meets the criteria of a Theatre Technician Grade 3. In addition, a Grade 4 Theatre Technician undertakes additional managerial responsibilities, including rostering, allocations, professional development, and the supervision and training of staff.</p> <p>Once implemented in Victoria, a Theatre Technician Grade 4 will be offered an opportunity to complete the Certificate IV in Health Support Services (Supervision) or equivalent qualification awarded by a registered training organisation either through financial assistance, flexible rostering and/or</p>

Classification	Description
	study leave.

10.2 New classification structure – effective from FFPPOA 1 October 2018

NOTE: this classification structure will have effect from FFPPOA 1 October 2018.

Classification	Description
Theatre Technician Grade 1	<p>Means an unqualified person who is required to perform work of a general nature under direct supervision of a Grade 5 or 6 Theatre Technician. A Grade 1 Theatre Technician will be required to transport, set up, clean and maintain theatre equipment.</p> <p>A Grade 1 Theatre Technician has less than 3 Months experience.</p> <p>Automatic progression to Grade 2 will occur after 3 Months experience.</p>
Theatre Technician Grade 2	<p>A Grade 2 Theatre Technician has more than 3 Months experience as a Theatre Technician who is required to perform work of a general nature under direct supervision of a Grade 5 or 6 .</p> <p>A grade 2 Theatre Technician will not be required to hold any qualifications. The Employer will facilitate completion of the Certificate III in Health Services Assistance (Operating Theatre Support) from a registered training organisation through financial assistance, flexible rostering or supervised training/practice and/or study leave.</p> <p>Automatic progression to Grade 3 will occur on the successful completion of the Certificate III.</p>
Theatre Technician Grade 3	<p>Means a person who, within established guidelines and procedures, undertakes work of a more complex nature rotating through all surgical specialties offered in that hospitals operating suite. Grade 3 Theatre Technicians may perform their role without direct supervision but under the immediate direction of a Theatre Technician Grade 5 or 6 and has 12 Months experience working as a Theatre Technician.</p> <p>A Theatre Technician Grade 3 will hold a Certificate III in Health Service Assistance (Operating Theatre Technical Support) awarded by a registered training organisation or equivalent qualification and has 12 Months experience working as a Theatre Technician.</p> <p>If the Grade 3 Theatre Technician has no prior experience working in that hospital, a mandatory three months orientation under the direct supervision of a Grade 5, 6 or 7 Theatre Technician must be undertaken.</p>
Theatre Technician Grade 4	<p>Is a person who is able to work in all surgical specialties offered in that hospitals operating suite.</p>

Classification	Description
	<p>A Grade 4 Theatre Technician can operate with a high degree of autonomy and accountability.</p> <p>A Theatre Technician Grade 4 will hold a Certificate IV in Health Service Assistance (Operating Theatre Technical Support) awarded by a registered training organisation or equivalent qualification and has 12 Months experience working as a Theatre Technician.</p> <p>If the Grade 4 Theatre Technician has no prior experience working in that hospital, a mandatory three months orientation under the supervision of a Grade 5, 6 or 7 Theatre Technician must be undertaken.</p>
Theatre Technician Grade 5	<p>A Theatre Technician Grade 5 will hold a Certificate IV in Health Service Assistance (Operating Theatre Technical Support) awarded by a registered training organisation or equivalent qualification and has 12 Months experience working as a Theatre Technician.</p> <p>Is a person who is able to work in all areas of the operating suite and has a comprehensive knowledge and ability to work within each of the clinical specialties offered at that hospital.</p> <p>A Grade 5 Theatre Technician can operate with a high degree of autonomy and accountability.</p> <p>Where there is a requirement to work across multiple hospitals/site's/campus's an employee must be classified as Grade 5 Theatre Technician. Any such cross campus rostering needs should be based on mutual agreement between the employee and the employer.</p> <p>A Grade 5 Theatre Technician undertakes additional given responsibilities, including supervision and training of junior technicians.</p> <p>A Grade 5 will be appointed to the the appropriate management classification where a position in the absence of a Grade 6 when the Theatre Technician Manager is on leave.</p>
Theatre Technician Grade 6	<p>A Theatre Technician Grade 6 will hold a Certificate IV in Health Service Assistance (Operating Theatre Technical Support) awarded by a registered training organisation or equivalent qualification and has 12 Months experience working as a Theatre Technician.</p> <p>A Theatre Technician Grade 6 has completed specialty training in areas such as cell saving, laser, stealth, organ retrieval or spinal care.</p> <p>Is a person who is able to work in all areas of the operating suite and has a comprehensive knowledge and ability to work within each of the clinical specialties offered at that hospital.</p> <p>A Grade 6 Theatre Technician can operate with a high degree of autonomy and accountability.</p> <p>A Grade 6 Theatre Technician undertakes additional</p>

Classification	Description
	<p>responsibilities, including training of staff, and the supervision staff.</p> <p>A Grade 6 Theatre Technician may have satisfactorily completed the Diploma of Anaesthetic Paramedical Science awarded by a registered training organisation or a relevant Associate Diploma of Applied Science. And in addition to the duties of a Theatre Technician Grade 5 is responsible for the preparation, checking and general maintenance of specialist equipment used by the Anaesthetist.</p> <p>A Grade 6 will be appointed to act in the appropriate management classification where a Theatre Technician Manager is on leave.</p>
<p>NOTE: Management Classification</p> <p>Beyond Grade 6 Employees will be classified under Section 3 (Management and Administrative Workers). See clause 84 of Section 3.</p>	

11. Clerical/Administrative Support Services Structure

This clerical classification structure replaces the pre-existing structure contained within the Health and Allied Services – Public Sector – Victoria Consolidated Award 1998.

NOTE: from FFPPOA 1 October 2017 this structure will cease to have effect and Clerical Workers will cease to be covered by the terms and conditions under Section 2. After that time, Clerical Workers will translate to Section 3 of this Agreement in accordance with clause 95 of Section 2.

11.1 Clerical Worker Grade C

(a) Description

- (i) Positions at Grade C level are regarded as experienced clerical staff working within a well defined work environment.
- (ii) Employees at this level are expected to input and extract data, provide information and occasionally produce reports. They will be required to balance the operation of a number of clerical systems.
- (iii) Grade C positions have a level of discretion, depending upon the individual Employee's experience and confidence, but any discretion is regulated by system protocols.

(b) Work Level Standard

- (i) Grade C positions use clerical systems, administrative data, health service information and systems to undertake a number of mostly standard procedures, which are supported by protocols.
- (ii) Positions at this level require mostly standard dealings with clinical staff and thoughtful direct dealings with the public and/or sensitive phone contact with the public. These dealings are likely to occur in

a ward-based setting that may have some similarities to the work in an emergency setting, but without the significant time and service pressures.

- (iii) Grade C positions are routinely required to operate one predominant data system, but may also utilise a small number of other support systems for particular information.
- (iv) System content is factual, involving standard and predictable transactions. Care must be taken at all times to minimise errors.
- (v) Grade C positions can work individually within a mixed team or in a team of Employees with similar skills. At all times they are accountable for their unique tasks. When working within mixed teams they are expected to work cooperatively with others. Within work teams doing similar work, Employees may rotate through a variety of tasks, as determined by managers, to provide varied work and achieve work area outcomes.
- (vi) Employees at this level may be asked, from time to time, to provide induction training for other like Employees.
- (vii) Work outcomes for Grade C positions are either checked by a supervisor or, if a sole operator, are audited by a work system.
- (viii) Communication within the work area focuses on well established, but a limited range of routinely required information.
- (ix) Grade C positions require a good understanding of hospital systems. Employees at this level are expected to understand hospital procedures, information requirements and protocols so they can be communicated confidently and supportively to members of the public.

11.2 Clerical Worker Grade B

(a) Description

- (i) Positions at Grade B level are regarded as experienced clerical staff working in more complex work environments or circumstances.
- (ii) In addition to the provision of information, the input and extraction of data and production of reports, Employees at this level may be required to manage a number of more complex information systems, balance their operation and provide routine data support to their team or manager.
- (iii) Grade B positions set their own work schedule, within limits. Employees at this level are expected to be responsive to circumstances and regularly modify work priorities to meet their own and team needs.
- (iv) Work Level Standard

- (v) Grade B level positions are responsible for using a range of data, information processes and systems, which are all supported by protocols.
- (vi) While systems used by positions at this level are standardised, the tasks are mostly performed under significant time and service pressures. Employees usually work directly with time sensitive clinical staff and anxious members of the public, as would be experienced in an emergency department setting.
- (vii) Grade B positions are also those responsible for operating a number of more complex systems, and/or complex data integration between standard systems.
- (viii) System content is predominantly factual. Reliance is placed on the data quality by those outside the work area and data errors bring risks to the reputation or standards expected of the wider work area.
- (ix) Employee working in Grade C positions, but who are routinely required by management to provide on the job training, or routinely mentor like Employees who are learning a Grade C role, may be classified as Grade B.
- (x) Grade B positions are expected to perform within formal or informal protocols under general supervision.
- (xi) Employees at this level usually work in a specialist role or under emergency department patient or clinical pressure. They are expected to adapt their activities to suit the clinical or environmental circumstances they face.
- (xii) Communication within the work area is similar to Grade C, with the added requirement of coping with a more complex set of systems and/or a more pressurised work environment and/or more anxious members of the public. The pressurised work environment and/or more anxious members of the public will most likely be found in an emergency or triage setting, rather than a ward-based setting.
- (xiii) Grade B positions are required to focus on gaining public confidence, to simultaneously obtain information required by the hospital, while providing reassurance to members of the public.

11.3 Clerical Worker Grade A

(a) Description

- (i) Positions at Grade A level are the most complex clerical roles, providing high level knowledge, delivering unique team or specialist outcomes at a level equivalent to lower level administrative roles.
- (ii) Employees at this level may be content specialists in a particular clerical function, or provide broad personalised secretarial support to a senior manager or clinical specialist.

- (iii) Grade A clerical positions plan their own work schedule, within limits, and adapt their schedule to the needs of the work area or manager. Employees at this level are required to exercise individual judgement.

(b) Work Level Standard

- (i) Grade A level positions operate information, administrative and/or technical systems that require more judgement to track and manage.
- (ii) Data content and transactions at this level are varied and complex. Protocols exist, but judgement is required in the selection of the appropriate action.
- (iii) At this level, integration with other systems is standard and frequent. Interpretation is required, with the assessments made by Employees having an impact on decision making by others.
- (iv) Employees at this level are relied upon by others to provide factual, reliable and responsive information relevant to the work of others and the team, with errors directly impacting the work area’s reputation and performance.
- (v) Grade A positions are integral to the efficient operation of a more complex mixed skill team, or the performance of a senior manager or clinical specialist.
- (vi) Employees at this level are expected to provide higher level and unique support and/or training, leadership or mentoring for other like staff. Employees may undertake supervision of other clerical workers, including allocating work and/or the rostering of staff.
- (vii) Specialists in the work area use the information provided by Grade A positions in making decisions. So Employees at this level exercise autonomy and discretion, selecting from broadly defined options.
- (viii) Grade A positions require influencing skills to ensure that the information is effectively communicated within the work area, to the manager or clinical specialist and to the public in order to maximise work area performance and public confidence.

12. Dental Nurse Structure

This classification structure will cease to have effect from FFPPOA 1 October 2018 and no Employees will be engaged under it. From that date, Dental Nurses will translate to the Dental Assistant Structure set out in Part 2 of Schedule 2D in accordance with clause 98 of Section 2.

Classification	Description
Dental Nurse Level 1	An Employee who is either undertaking the first year of an accredited training programme, or equivalent programme,

Classification	Description
	or during the first 12 months of employment not in an accredited or equivalent training programme.
Dental Nurse Level 2	An Employee who is either undertaking the second year of an accredited training programme or an equivalent training programme, or an untrained Employee with 12 months of employment not in an accredited or equivalent training programme.
Dental Nurse Level 3	An Employee who has completed an accredited post-secondary course or equivalent post-secondary course in dental nursing.
Dental Nurse Level 4	An Employee who is designated as senior staff dental nurse.
Dental Nurse Level 5	An Employee who is either a charge nurse in a department with less than five dental nurses or who assists a charge nurse in a department with five or more dental nurses.
Dental Nurse Level 6	An Employee who is a charge nurse in charge of a department with five or more dental nurses.

13. Community Care Worker Structure (Melbourne Health Only)

13.1 Definition

A “**Community Care Worker**” means a person who provides assistance in a non-institutional setting (including a home) to a person who is frail or elderly as a means to enable that person to achieve maximum personal independence within the community. Such a person will assist with all personal and developmental needs, including showering, toileting, grooming, meal preparation and assistance, exercise, domestic responsibilities, recreation, personal development, communication, mobility, personal administration, shopping and other independent living skills.

13.2 Community Care Worker Grade 1

Means a person employed to provide assistance, in a non-institutional setting (including a home) to a person who is frail or elderly, as a means of enabling that person to achieve maximum independence within the community. Such a person will not be required to possess formal qualifications and will be advised as such upon appointment in writing.

13.3 Community Care Worker Grade 2

Means a person employed to provide assistance, in a non-institutional setting (including a home) to a person who is frail or elderly, as a means of enabling that person to achieve maximum independence within the community. Such a person:

- (a) is required to undertake the duties of a Community Care Worker Grade 1; and
- (b) holds at the time of engagement a nationally accredited certificate at Australian Qualification Framework Level 2 or 3, or equivalent, awarded by a Registered Training Organisation; or being employed is required by the organisation to obtain such a certificate, such a requirement being given in writing prior to undertaking the course or by a verbal request that is subsequently reduced to writing.

PART 2: DENTAL ASSISTANTS CLASSIFICATION STRUCTURE

From commencement of this Agreement up to the end of the pay period prior to 1 October 2018, this classification structure applies only to dental assistants who are employed by DHSV or Ballarat Health Service. For that period, all other Dental Nurses will be classified pursuant to **Part 1 of Schedule 2D** of this Agreement.

From FFPPOA 1 October 2018, this classification structure will apply to all Employers and existing Dental Nurses will translate to this structure in accordance with clause 98. At that time, the classification of Dental Nurse will cease to apply under this Agreement.

Classification	Descriptor
<p>Dental Assistant Trainee</p> <p>This classification will only take effect from FFPPOA 1 October 2018</p>	<p>An Employee who is either undertaking the first year of an accredited training programme, or equivalent programme, or during the first 12 months of employment not in an accredited or equivalent training programme.</p>
<p>Grade 1 – Newly Qualified Dental Assistant</p> <p>(1.1 – 1.2)</p>	<p>Completed Certificate III in Dental Assisting;</p> <p>Progression to 1.2 will occur typically after successful completion of probation within the first 12 months of being newly qualified;</p> <p>Demonstrated knowledge in basic aspects of Dental Assisting;</p> <p>Demonstrated willingness to take on feedback and learn effectively on the job;</p> <p>Demonstrate basic customer service skills, orientated towards patient centred care such as:</p> <ul style="list-style-type: none"> actively seeking information to understand patient circumstances, problems, expectations and needs and verifies understanding; promote honest and open communication with patients and their families, involves patient in discussions, listen actively; <p>Demonstrated ability to work successfully within a team environment;</p> <p>Demonstrated ability to work under supervision;</p> <p>Participates in clinical governance activities;</p>
<p>Grade 2 – Experienced Dental Assistant (2.1 – 2.5)</p>	<p>Dental Assistants at this level are considered to be experienced, working in more complex work environments and/or specialist areas;</p> <p>Grade 2 Dental Assistants have more than 12 months experience and are expected to be pro-active;</p> <p>Progression through the Grade 2 pay points occurs by way of annual performance assessment up to a maximum of pay point 2.5 at approximately 6 years of Dental Assistant experience;</p> <p>Demonstrated knowledge in all aspects of Dental Assisting;</p> <p>Demonstrated passion about continuing education, personal and professional learning and development;</p> <p>Consistently demonstrate advanced customer service skills orientated towards patient centred care and taking responsibility for a patient's</p>

Classification	Descriptor
	<p>safety, satisfaction and clinical outcomes including provision of appropriate responses to client enquiries and initial or low level complaints. Demonstrated behaviours include:</p> <p>shares information with patients and their families to build understanding of available healthcare services, options, risks and ways to attain optimum health and manages patient expectations;</p> <p>quickly responds to patient needs, takes opportunities to exceed patient needs but avoids over commitments; gains patient agreement to proposed solutions;</p> <p>takes the 'HEAT' – handles upset patients and patient families by hearing them out, empathizing, apologizing and taking personal responsibility for resolving problems.</p> <p>Demonstrates ability to work within a team and exercise sound communication skills;</p> <p>Dental Assistants have established and well defined procedures for performing tasks although some tasks may require the use of a number of acceptable methods or systems. The Dental Assistant will have a process for choosing the most suitable course of action where effective choice is guided by precedent, rules, policies, available facts, constraints and possible consequences and can be learned;</p> <p>Demonstrated ability to work within a team and exercise sound communication skills and proactively support other team members;</p> <p>Demonstrate flexibility in terms of task performance (and work location and hours of work where appropriate);</p> <p>Demonstrated ability to work under minimal supervision;</p> <p>Participate in clinical governance activities;</p>
<p>Grade 3 – Dental Assistant Coach</p> <p>(By Appointment then progression with performance appraisal)</p> <p>(3.1-3.2)</p>	<p>Completed Certificate IV Training and Assessment;</p> <p>Preferably more than 6 years' experience as a Dental Assistant;</p> <p>Role is to coach and guide staff at a Grade 1 and 2 Level within the department or across multiple departments;</p> <p>In addition to the requirements as set out in Grade 1 and Grade 2 employees, a Dental Assistant Coach at Grade 3 is required to demonstrate the following skills and abilities:</p> <p>Experience in facilitating workshops and induction processes;</p> <p>Displays leadership and is a role model to newly qualified Dental Assistants;</p> <p>Effectively mentors, coaches and buddy's newly qualified Dental Assistants;</p> <p>Regularly provides feedback to Senior Dental Assistants on the progress of newly qualified Dental Assistants;</p> <p>Ensure the successful completion of trainee Dental Assistants by</p>

Classification	Descriptor
	<p>providing coaching, support and local assessments;</p> <p>Major role in clinical governance activities;</p>
<p>Grade 3 – Oral Health Educator</p> <p>(By Appointment then progression with performance appraisal)</p> <p>(3.1-3.2)</p>	<p>Level 3.1</p> <p>An Employee appointed to such a position who meets the following criteria:</p> <ul style="list-style-type: none"> • Completed Certificate IV in Dental Assisting (Oral health Promotion) • Implements individualised oral hygiene programs: <ul style="list-style-type: none"> ○ implements a prescribed oral health education program ○ demonstrates oral hygiene techniques to client/carer ○ provides appropriate advice on cariogenic foods and drinks ○ implements prescribed prevention programs • Implements an oral health promotion program: <ul style="list-style-type: none"> ○ delivers the program ○ develops strategies for target groups ○ integrates oral health promotion with targeted State and National health priorities • Implements an oral hygiene program for older people <ul style="list-style-type: none"> ○ assess the oral health needs of an older person ○ provides support for the maintenance of oral hygiene for older persons ○ implements practical solutions to promote oral health ○ maintains oral health of people in residential care <p>Level 3.2</p> <p>An Employee appointed to such a position who meets the following criteria:</p> <ul style="list-style-type: none"> • All the requirements of Level 3.1 • Has successfully completed further required education and training related to approved extension of scope of practice to implement prescribed community based oral health promotion and prevention programs as part of a defined model of care for priority cohorts
<p>Grade 4 – Senior Dental Assistant</p> <p>(By Appointment then progression with performance appraisal)</p> <p>(4.1-4.2)</p>	<p>Certificate IV or equivalent in a Dental Assistant Speciality scheme;</p> <p>Preferably more than 7 years’ experience as a Dental Assistant;</p> <p>Role is to supervise and coordinate the work of a small team within a clinical area on a day to day basis;</p> <p>In addition to the requirements as set out in Grade 1, Grade 2 and Grade 3, a Senior Dental Assistant at Grade 4 is required to demonstrate the following skills and abilities:</p> <p>Employees at this level demonstrate supervisory and leadership skills to obtain cooperation on objectives or cohesiveness of the team or administrative information;</p>

Classification	Descriptor
	<p>Basic knowledge of managing budgets or financials and consumables;</p> <p>Knowledge and experience in roster and resource management;</p> <p>Experience in making sound decisions with minimal supervision;</p> <p>Will undertake specific project work to support key organisation projects (e.g. accreditation requirements);</p> <p>Provide clinical supervision and mentoring to the Dental Assistants at all levels including Dental Assisting Trainees. In addition, provide daily performance feedback and assistance with performance appraisals and professional learning and development;</p> <p>Resolution of more complex customer queries and concerns;</p> <p>Major role in clinical governance activities;</p>

* Years of experience are approximate only; demonstrated competency will be the overriding indicator;

SCHEDULE 2E – SUPPORTED WAGE SYSTEM FOR EMPLOYEES WITH A DISABILITY

1. Workers Eligible for a supported wage

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

2. Eligibility criteria

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

3. Supported wage rates

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

Assessed Capacity	% Wage Rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

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

3.3 Provided that the minimum amount payable will be not less than \$75 per week.

4. Assessment of capacity

4.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the Employee will be assessed in accordance with the Supported Wage System by an assessor approved by the parties to the Agreement, having consulted the Employer and Employee, and if desired by the Employee, the HWU.

4.2 All assessments made under this Schedule must be documented in a Supported Wage System wage assessment agreement, and retained by the Employer as a time and wages record in accordance with the Act.

5. Lodgement of assessment instrument

5.1 All assessment instruments under the conditions of this clause, including the appropriate percentage of the Agreement wage to be paid to the Employee, will be lodged by the Employer with the Commission.

5.2 All assessment instruments will be agreed and signed by the parties to the assessment, provided that where the HWU is not a party to the assessment it will be referred by the Employer to the HWU at the time it is lodged with the Commission.

6. Review of assessment

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

7. Other terms and conditions

7.1 Where an assessment has been made, the applicable percentage will apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same

terms and conditions of employment as all other workers covered by this Agreement, paid on a pro-rata basis

8. Workplace adjustment

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

9. Trial period

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

9.2 During the trial period the assessment of capacity will be undertaken and the proposed wage rate for a continuing employment relationship will be determined.

9.3 The minimum amount payable to the Employee during the trial period will be no less than \$75.00 per week.

9.4 Work trials should include induction or training as appropriate to the job being trialled.

9.5 Where the Employer and Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause 4 herein.

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PART A – GENERAL TERMS

1. Application of Section 3

- 1.1 The terms of Section 3 of this Agreement are additional terms specific to Managers and Administrative Workers (as defined below).
- 1.2 For the avoidance of doubt, all entitlements and terms contained in Section 3 of this Agreement have no application to Health and Allied Services Employees or Dental Assistants (as defined in Section 2).
- 1.3 References to clause numbers in this section refer to the applicable clause within this Section.

2. Definitions

- 2.1 **Act** means the *Fair Work Act 2009* (Cth).
- 2.2 **Adoption** includes the placement of a child under a permanent care order.
- 2.3 **Agreement** means the Victorian Public Health Sector (Health and Allied Services, Managers and Administrative Workers) Single Interest Enterprise Agreement 2016-2020.
- 2.4 **AIC** means the applicable agreement implementation committee continuing or established under subclause 76.10.
- 2.5 **Base rate of pay** means the rate of pay payable to an Employee in accordance with **Schedule 3B** for his or her ordinary hours of work, but not including any incentive-based payments and bonuses, loadings, allowances, overtime, penalty rates or any other separately identifiable amounts.
- 2.6 **Clerical Worker** means an Employee who immediately prior to 1 October 2017 was classified under clause 11 in **Part 1** of **Schedule 2D** of this Agreement.
- 2.7 **Commission** means the Fair Work Commission or any successor body.
- 2.8 **De facto partner**, in relation to an Employee, means: a person who, although not married to the Employee, lives with them in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and includes a former de facto of the Employee.
- 2.9 **Dental Assistant** means an Employee classified in accordance with **Part 2** of **Schedule 2D** of this Agreement, and paid pursuant to **Part 2** of **Schedule 2B**.
- 2.10 **Department Head** means a person responsible for a department or section of the hospital or health service covered by this Agreement.
- 2.11 **Department** refers to Employees within a department who are covered by this Agreement.
- 2.12 **Designated Work Group** means a group of Employees within a workplace that are entitled to elect an HSR in accordance with the OHS Act.
- 2.13 **DHHS** means the Department of Health and Human Services.

- 2.14 Divisional Director** means a person appointed as such by the Employer.
- 2.15 employed by Royal Women’s Hospital or Royal Children’s Hospital** means classified under **Part 2 of Schedule 3D**.
- 2.16 Employee** means a person employed by an Employer listed in Schedule A of this Agreement who is employed in any of the classifications set out in this Agreement, other than employees employed solely or predominately in the provision of public mental health services.
- 2.17 Employer** means each organisation listed in Schedule A of this Agreement.
- 2.18 Employer organisation** means an organisation of Employers, which would specifically include the VHIA.
- 2.19 Experience** means experience at any such work in any workplace subject to this Agreement within the last five (5) years, excluding any unpaid leave.
- 2.20 FFPPOA** means first full pay period on or after.
- 2.21 Health and Allied Services Employee** means an Employee classified in accordance with **Part 1 of Schedule 2D** of this Agreement, and paid pursuant to **Part 1 of Schedule 2B**.
- 2.22 HSR** means an Employee elected to the position of Occupational Health and Safety Representative of a Designated Work Group in accordance with the OHS Act.
- 2.23 HWU Delegate** has the same meaning as HWU Representative or Job Representative.
- 2.24 Immediate family** means a spouse, former spouse, de facto partner, former defacto partner, child including adopted child, step child and ex-nuptial child, parent, grandparent, grandchild or sibling of the Employee; and a child including step child and ex-nuptial child, parent grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.
- 2.25 Manager and Administrative Worker** means an Employee classified in accordance with **Part 1 of Schedule 3D** or **Part 2 of Schedule 3D** of this Agreement.
- 2.26 Medical certificate** means a certificate from a medical practitioner.
- 2.27 Medical practitioner** means a person registered as a medical practitioner by the Medical Board of Australia.
- 2.28 National Employment Standards** means the National Employment Standards detailed in Part 2-2 of the Act, as varied from time to time.
- 2.29 not employed by Royal Women’s Hospital or Royal Children’s Hospital** means classified under **Part 1 of Schedule 3D**.
- 2.30 OHS Act** means the Occupational Health and Safety Act 2004 (Victoria) as varied from time to time, or any successor to that act.
- 2.31 Party** means the Employer, Employees and the HWU who are covered by this Agreement.

- 2.32** **PMU** means power mass units, as stated on the certificate of registration for a motor vehicle.
- 2.33** **School age**, in relation to a child, means the age at which the child is required by law to attend school.
- 2.34** **Section 3** means Section 3 of this Agreement pertaining to Managers and Administrative Workers.
- 2.35** **Spouse** includes a former spouse.
- 2.36** **Union** or **HWU** means Health Services Union Victoria No 1 Branch, trading as the Health Workers Union (HWU).
- 2.37** **VHIA** means the Victorian Hospitals' Industrial Association.
- 2.38** **WIRC Act** means the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic), or if applicable in the particular situation the *Accident Compensation Act 1985* (Vic) or the *Workers Compensation Act 1958* (Vic).
- 2.39** **2011 Agreement** means the Victorian Public Health Sector (Health Professionals, Health and Allied Services, Managers & Administrative Officers) Multiple Enterprise Agreement 2011-2015 (AE896737-2).

3. Anti-discrimination

- 3.1** It is the intention of the parties covered by Section 3 to achieve the principal object in section 3(e) of the Act through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 3.2** Accordingly, in fulfilling their obligations under the procedures in clause 6 (Dispute Resolution Procedure), the parties covered by Section 3 must make every endeavour to ensure that neither Section 3 provisions nor their operation are directly or indirectly discriminatory in their effects.
- 3.3** Nothing in this clause is to be taken to affect:
- (a) any different treatment (or treatment having different effects) which is specifically exempted under applicable anti-discrimination legislation;
 - (b) an Employee, Employer or registered organisation pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Australian Human Rights Commission; or
 - (c) any exemptions provided under the Act

4. Multi-cultural awareness

- 4.1** Victoria is a diverse and multicultural community, which is reflected in the patients and employees of health services.
- 4.2** The parties are committed to a workplace and society free from cultural insensitivity.

- 4.3** To this end, to prevent cultural misunderstandings and foster more harmonious workplaces that are sensitive to the needs of our diverse community, the parties agree to increased awareness of Employees in cultural customs and cross-cultural communication.

5. Individual Flexibility Arrangement

- 5.1** An Employee and the Employer may enter into an individual flexibility arrangement pursuant to this clause in order to meet the genuine needs of the Employee and Employer. An individual flexibility arrangement must be genuinely agreed to by the Employee and Employer.
- 5.2** An individual flexibility arrangement may vary the effect of one or more of the following terms of this enterprise agreement:
- (a) arrangements for when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances; and
 - (e) leave loading.
- 5.3** An Employee may nominate a representative to assist in negotiations for an individual flexibility arrangement.
- 5.4** The Employer must ensure that any individual flexibility arrangement will result in the Employee being better off overall than the Employee would have been if no individual flexibility arrangement were agreed to.
- 5.5** The Employer must ensure that an individual flexibility arrangement is in writing and signed by the Employee and Employer. If the Employee is under 18 the arrangement must also be signed by a parent or guardian of the Employee.
- 5.6** The Employer must give a copy of the individual flexibility arrangement to the Employee within 14 days after it is agreed to.
- 5.7** The Employer must ensure that any individual flexibility arrangement sets out:
- (a) the terms of this enterprise agreement that will be varied by the arrangement;
 - (b) how the arrangement will vary the effect of the terms;
 - (c) 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
 - (d) the day on which the arrangement commences.
- 5.8** The Employer must ensure that any individual flexibility arrangement:
- (a) is about matters that would be permitted matters under section 172 of the Act if the arrangement were an enterprise agreement;
 - (b) does not include any term that would be an unlawful term under section 194 of the Act if the arrangement were an enterprise agreement; and

- (c) provides for the arrangement to be terminated:
- (d) by either the Employee or Employer giving a specified period of written notice, with the specified period being not more than 28 days; and
- (e) at any time by written agreement between the Employee and Employer.

5.9 An individual flexibility arrangement may be expressed to operate for a specified term or while the Employee is performing a specified role (such as acting in a specified higher position). Such an arrangement will terminate on expiry of the specified term or when the Employee ceases to perform the specified role unless terminated earlier on notice or by agreement.

PART B – CONSULTATION, DISPUTE RESOLUTION AND DISCIPLINE

6. Consultation

Nothing in this clause limits the Employer's obligations to consult with HSRs under the OHS Act.

6.1 Consultation regarding major change

- (c) Where an Employer proposes a major workplace change that may have a significant effect on an Employee or Employees, the Employer will consult with the affected Employee/s, the HWU, and the Employee's other chosen representative (where relevant) before any proposed change occurs.
- (d) Workplace change includes (but is not limited to) technological change.
- (e) Consultation will include those who are absent (including on workers' compensation or parental leave).
- (f) The Employer will take reasonable steps to ensure Employees, HSRs (where relevant) and the HWU can participate effectively in the consultation process.

6.2 Definitions

Under this clause 6:

- (a) **Consultation** means a genuine opportunity to influence the decision maker, but not joint decision making. It is not merely an announcement as to what is about to happen.
- (b) **Affected employee** means an Employee on whom a major workplace change may have a significant effect.
- (c) **Major change** means a change in the Employer's program, production, organisation, physical workplace, workplace arrangements, structure or technology that is likely to have a significant effect on Employees.
- (d) **Significant effect** includes but is not limited to:
 - (i) termination of employment;
 - (ii) changes in the size, composition or operation of the Employer's workforce (including from outsourcing) or skills required;
 - (iii) alteration of the number of hours worked and/or reduction in remuneration;
 - (iv) changes to an Employee's classification, position description, duties or reporting lines;
 - (v) the need for retraining or relocation/redeployment/transfer to another site or to other work;
 - (vi) removal of an existing amenity;

(vii) the removal or reduction of job opportunities, promotion opportunities or job tenure.

(e) **Measures to mitigate or avert** may include but are not limited to:

- (i) redeployment;
- (ii) retraining;
- (iii) salary maintenance;
- (iv) job sharing; and / or
- (v) maintenance of accruals.

6.3 Consultation Steps and Indicative reasonable timeframes

- (a) Consultation includes the steps set out below.
- (b) Timeframes for each step must allow a party to consultation (including a representative) to genuinely participate in an informed way having regard for all the circumstances including the complexity of the change proposed, and the need for Employees and their representative to meet with each other and consider and discuss the Employer’s proposal.
- (c) The following table makes clear the relevant steps and indicative timeframes for the consultation process.

Step	Action	Timeframe
1.	Employer provides change impact statement and other written material required by subclause 6.4	
2.	Written response from Employees and / or HWU	14 days of step 1
3.	Consultation Meeting/s convened	7-14 days of step 2
4.	Further Employer response (where relevant)	After the conclusion of step 3
5.	Alternative proposal from Employees or HWU	14 days of step 4
6.	Employer to consider alternative proposal/s consistent with the obligation to consult and, if applicable, to arrange further meetings with Employees or HWU prior to advising outcome of consultation	14 days of step 5

6.4 Change Impact Statement (Step 1)

Prior to consultation required by this clause, the Employer will provide affected Employee/s and HWU with a written Change Impact Statement setting out all relevant information including:

- (d) the details of proposed change;
- (e) the reasons for the proposed change;
- (f) the possible effect on Employees of the proposed change on workload and other occupational health and safety impacts;
- (g) where occupational health and safety impacts are identified, a risk assessment of the potential effects of the change on the health and safety of Employees, undertaken in consultation with HSRs, and the proposed mitigating actions to be implemented to prevent such effects;
- (h) the expected benefit of the change;
- (i) measures the Employer is considering that may mitigate or avert the effects of the proposed change;
- (j) the right of an affected Employee to have a representative including a HWU representative at any time during the change process; and
- (k) other written material relevant to the reasons for the proposed change (such as consultant reports), excluding material that is commercial in confidence or cannot be disclosed under the *Health Services Act 1988* or other legislation.

6.5 Employee / HWU response (step 2)

Following receipt of the change impact statement, affected Employees and / or the HWU may respond in writing to any matter arising from the proposed change.

6.6 Meetings (step 3)

- (l) As part of consultation, the Employer will meet with the Employee/s, the HWU and other nominated representative/s (if any) to discuss:
 - (i) the proposed change;
 - (ii) proposals to mitigate or avert the impact of the proposed change;
 - (iii) any matter identified in the written response from the affected Employees and / or the HWU.
- (m) To avoid doubt, the 'first meeting' at step 3 does not limit the number of meetings for consultation.

6.7 Employer response (step 4)

The Employer will give prompt and genuine consideration to matters arising from consultation and will provide a written response to the Employees, HWU and (where relevant) other representative/s.

6.8 Alternative proposal (step 5)

The affected Employee/s, the HWU and other representative (where relevant) may submit alternative proposal(s) which will take into account the intended objective and benefits of the proposal. Alternative proposals should be submitted in a timely manner so that unreasonable delay may be avoided.

6.9 Outcome of consultation (step 6)

The Employer will give prompt and genuine consideration to matters arising from consultation, including an alternative proposal submitted under subclause 6.8, and will advise the affected Employees, the HWU and other nominated representatives (if any) in writing of the outcome of consultation including:

- (n) whether the Employer intends to proceed with the change proposal;
- (o) any amendment to the change proposal arising from consultation;
- (p) details of any measures to mitigate or avert the effect of the changes on affected Employees; and
- (q) a summary of how matters that have been raised by Employees, the HWU and their representatives, including any alternative proposal, have been taken into account.

6.10 Consultation about changes to rosters or hours of work

- (r) Where an Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee or Employees affected and their representatives, if any, about the proposed change.
- (s) The Employer must:
 - (i) consider health and safety impacts including fatigue;
 - (ii) provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (iii) invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iv) give consideration to any views about the impact of the proposed change that is given by the Employee or Employees concerned and/or their representatives.
- (t) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic, unpredictable working hours, self-rostering or, where permitted, a rotating roster.

- (u) These provisions are to be read in conjunction with the terms of the engagement between the Employer and Employee, other Agreement provisions concerning the scheduling of work and notice requirements.

6.11 Consultation disputes

Any dispute regarding the obligations under this clause will be dealt under the Dispute Resolution Procedure at clause 6

7. Dispute Resolution Procedure

7.1 Resolution of disputes and grievances

- (a) For the purpose of this clause 7, a dispute includes a grievance.
- (b) This dispute resolution procedure will apply to any dispute arising in relation to:
 - (i) this Agreement;
 - (ii) the NES;
 - (iii) a request for an additional 12 months parental leave; or
 - (iv) a request for flexible working arrangements.
- (c) A party to the dispute may choose to be represented at any stage by a representative including the HWU or employer organisation. A representative, including the HWU or employer organisation on behalf of an Employer, may initiate a dispute.

7.2 Obligations

- (a) The parties to the dispute and their representatives must genuinely attempt to resolve the dispute through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.
- (b) While the dispute resolution procedure is being conducted work will continue normally according to the usual practice that existed before the dispute, until the dispute is resolved.
- (c) This requirement does not apply where an Employee:
 - (i) has a reasonable concern about an imminent risk to his or her health or safety;
 - (ii) has advised the Employer of the concern; and
 - (iii) has not unreasonably failed to comply with a direction by the Employer to perform other available work that is safe and appropriate for the Employee to perform.
- (d) No party to a dispute or person covered by the Agreement will be prejudiced with respect to the resolution of the dispute by continuing work under this clause.

7.3 Dispute settlement facilitation

- (a) Where the chosen representative is another Employee of the Employer, that Employee will be released by the Employer from normal duties as is reasonably necessary to enable them to represent the Employee/s including:
 - (i) investigating the circumstances of the dispute; and
 - (ii) participating in the processes to resolve the dispute, including conciliation and arbitration.
- (b) An Employee who is part of the dispute will be released by the Employer from normal duties as is reasonably necessary to enable them to participate in this dispute settling procedure so long as it does not unduly affect the operations of the Employer.

7.4 Discussion of dispute at workplace

- (a) The parties will attempt to resolve the dispute at the workplace as follows:
 - (i) in the first instance by discussions between the Employee/s and the relevant supervisor; and
 - (ii) if the dispute is still unresolved, by discussions between the Employee/s and more senior levels of local management.
- (b) The discussions at subclause 7.4(a) will take place within fourteen days or such longer period as mutually agreed save that agreement will not be unreasonably withheld.
- (c) If a dispute cannot be resolved at the workplace it may be referred by a party to the dispute or representative to Commission for conciliation and, if the matter in dispute remains unresolved, arbitration.

7.5 Disputes of a collective character

Disputes of a collective character may be dealt with more expeditiously by an early reference to the Commission. However, no dispute of a collective character may be referred to the Commission directly without a genuine attempt to resolve the dispute at the workplace level.

7.6 Conciliation

- (a) Where a dispute is referred for conciliation, the Commission member will do everything the member deems right and proper to assist the parties to settle the dispute.
- (b) Conciliation before the Commission is complete when:
 - (i) the parties to the dispute agree that it is settled; or
 - (ii) the Commission member conducting the conciliation, either on their own motion or after an application by a party, is satisfied there is no likelihood that further conciliation will result in settlement within a reasonable period; or

- (iii) the parties to the dispute inform the Commission member there is no likelihood the dispute will be settled and the member does not have substantial reason to refuse to regard conciliation as complete.

7.7 Arbitration

- (a) If, when conciliation is complete, the dispute is not settled, either party may request the Commission proceed to determine the dispute by arbitration.
- (b) The Commission member that conciliated the dispute will not arbitrate the dispute if a party objects to the member doing so.
- (c) Subject to subclause 7.7(d) below, a decision of the Commission is binding upon the persons covered by this Agreement.
- (d) An appeal lies to a Full Bench of the Commission, with the leave of the Full Bench, against a determination of a single member of the Commission made pursuant to this clause.

7.8 Conduct of matters before the Commission

Subject to any agreement between the parties to the dispute in relation to a particular dispute or grievance and the provisions of this clause, in dealing with a dispute or grievance through conciliation or arbitration, the Commission will conduct the matter in accordance with sections 577, 578 and Subdivision B of Division 3 of Part 5-1 of the Act.

8. Discipline

8.1 Application

- (a) Where an Employer has concerns about:
 - (i) the conduct of an Employee; or
 - (ii) a performance issue that may constitute misconduct,the following procedure will apply.
- (b) There are two steps in a disciplinary process under this clause as follows:
 - (i) investigative procedure; and
 - (ii) disciplinary procedure.
- (c) An Employee will be provided a reasonable opportunity to be represented at any time (including by the HWU) with respect to all matters set out in this clause.

8.2 Definitions

- (a) **Performance** means the manner in which the Employee fulfils his or her job requirements. The level of performance is determined by an Employee's knowledge, skills, qualifications, abilities and the requirements of the role.
- (b) **Conduct** means the manner in which the Employee behaviour impacts on their work.

- (c) **Misconduct** means an Employee's intentional or negligent failure to abide by or adhere to the standards of conduct expected by the Employer. A performance issue can be considered misconduct where, despite all reasonably practicable interventions by the Employer, the Employee is unable to fulfil all or part of their job requirements to a satisfactory level.
- (d) **Serious misconduct** is as defined under the Act and that is both wilful and deliberate. Currently the Act defines serious misconduct, in part, as:
 - (i) wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment;
 - (ii) conduct that causes serious and imminent risk to:
 - A. the health or safety of a person; or
 - B. the reputation, viability or profitability of the employer's business.

Conduct that is serious misconduct includes each of the following:

- (iii) the Employee, in the course of the Employee's employment, engaging in:
 - A. theft; or
 - B. fraud; or
 - C. assault;
 - (iv) the Employee being intoxicated at work;
 - (v) the Employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.
- (e) Subclauses 8.2(d)(iii)-(v) do not apply if the Employee is able to show that, in the circumstances, the conduct engaged in by the Employee was not conduct that made employment in the period of notice unreasonable.

8.3 Investigative procedure

- (a) The purpose of an investigative procedure is to conclude whether, on balance, concerns regarding conduct or performance are well-founded and supported by evidence. An investigation procedure must be fair including proper regard to procedural fairness.
- (b) The Employer will:
 - (i) advise the Employee of the concerns and allegations in writing;
 - (ii) provide the Employee with those relevant details of the Employer concerns and allegations to enable the Employee to respond;
 - (iii) ensure the Employee is provided a reasonable opportunity to answer any concerns including a reasonable time to respond;
 - (iv) advise the Employee of their right to have a representative, including a HWU representative;

- (v) ensure that the reason for any interview is explained; and
- (vi) take reasonable steps to investigate the Employee's response.

8.4 Disciplinary procedure

- (a) The disciplinary procedure applies if, following the investigation, the Employer reasonably considers that the Employee's conduct or performance may warrant disciplinary steps being taken.
- (b) The Employer will:
 - (i) notify the Employee in writing of the outcome of the investigation process, including the basis of any conclusion; and
 - (ii) meet with the Employee.
- (c) In considering whether to take disciplinary action, the Employer will consider:
 - (i) whether there is a valid reason related to the conduct or performance of the Employee arising from the investigation justifying disciplinary action;
 - (ii) whether the Employee knew or ought to have known that the conduct or performance was below acceptable standards; and
 - (iii) any explanation by the employee relating to conduct including any matters raised in mitigation.

8.5 Possible outcomes

- (a) Where it is determined that after following the procedures in this clause that disciplinary action is warranted, the Employer may take any of the following steps depending on the seriousness of the conduct or performance:
 - (i) counsel the Employee, with the counselling recorded on the Employee's personnel file. Before issuing a warning it is anticipated that constructive counselling will be undertaken with the Employee where appropriate to assist the Employee to rectify the problem at an early stage to reinforce/set appropriate performance standards;
 - (ii) give the Employee a first warning, which will be verbal and a record of the warning recorded on the Employee's personnel file;
 - (iii) give the Employee a second written warning in the event that the Employee has previously been given a first warning within the previous 12 months for that course of conduct;
 - (iv) give the Employee a final written warning in the event that the Employee has previously been given a second written warning within the preceding 12 month period for that course of conduct;
 - (v) terminate the Employee's employment on notice in the case of an employee who repeats a course of conduct for which a final warning was given in the preceding 12 months;

- (vi) terminate the Employee's employment without notice where the conduct is serious misconduct within the meaning of the Act that is wilful and deliberate; or
 - (vii) as an alternative to termination for serious misconduct (under subclause 8.5(a)(vi), the Employer may issue the Employee with a warning. This does not affect the Employer's right to terminate the Employee's employment where a further act of serious misconduct occurs.
- (b) The Employer's decision and a summary of its reasons will be notified to the Employee in writing.
 - (c) If after any warning, a period of 12 months elapses without any further warning being required, all adverse reports relating to the warning must be removed from the Employee's personnel file.
 - (d) A dispute over the clause is to be dealt with in accordance with the Dispute Resolution Procedure.

PART C – TYPE OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

9. Types of Employment

- 9.1** Employees under Section 3 may be employed in any one of the following employment categories:
- (a) full-time employment;
 - (b) regular part-time employment; or
 - (c) casual employment.
- 9.2** At the time of engagement an Employer will inform each Employee of the terms of their engagement, and in particular whether they are to be full-time, regular part-time or casual.

10. Secure Employment

- 10.1** The Employer acknowledges the positive impact that secure employment has on employees and the provision of quality services to the Victorian community.
- 10.2** The Employer will give preference for ongoing forms of employment over casual and fixed term arrangements wherever possible.

11. Full-Time Employment

- 11.1** A full-time Employee is one who is ready, willing and available to work a full week of 38 hours, or an average of 38 hours as per clause 45 (Hours of Work) at the times and during the hours that are mutually agreed upon, or in the absence of such agreement, as prescribed by the Employer.
- 11.2** Subject to the provisions of clause 45 (Hours of Work) a full-time Employee will be paid the full weekly wage for their classification irrespective of the number of hours worked not exceeding 38, or an average of 38 per week.

12. Regular Part-Time Employment

- 12.1** The Employer may employ regular part-time Employees in any classification covered by Section 3.
- 12.2** A regular part-time Employee is one who:
- (a) works less than full-time hours per week (or fortnight);
 - (b) has reasonably predictable hours of work; and
 - (c) receives, on a pro-rata basis, equivalent pay and conditions to those of full-time Employees who do the same kind of work.
- 12.3** At the time of engagement, the Employer and regular part-time Employee will agree in writing on the following matters:

- (a) a regular pattern of work (including rotating rosters), specifying at least the hours worked each day;
- (b) which days of the week the Employee will work; and
- (c) the actual starting and finishing times each day.

12.4 Any agreed variation to the regular pattern of work will be recorded in writing.

12.5 Regular part-time Employees will be paid 1/38th of the weekly wage rate for their classification pursuant to **Schedule 3B**. All leave entitlement will accrue on a pro-rata basis.

12.6 An Employee who does not meet the definition of a regular part-time Employee and who is not full-time will be paid as a casual Employee in accordance with clause 13 (Casual Employment).

13. Part-Time Review of Hours

13.1 Where over a period of 52 weeks or more a part-time Employee regularly and systematically works more than their contracted hours, the Employer or the Employee may request in writing a contract reflecting that the Employee's hours have increased on a permanent basis. Such a request will not be unreasonably refused by either party.

13.2 An Employee will not be considered to be regularly and systematically rostered if the shifts the Employee has been working are replacing an absent Employee (for example parental leave, long service leave, workers' compensation or personal leave) or a temporary flexible work arrangement.

13.3 A written response will be provided no later than 21 days from the date of a request (by either an Employee or Employer). Where the request is refused, the written response will include reasons for the refusal. Where the Employer makes the request under subclause 13.1, at the time of making the request the Employer will also notify the Employee in writing of their obligations under this subclause.

13.4 Where such a conversion occurs, the Employee will be provided with a Letter of Appointment setting out the revised employment arrangements.

14. Casual Employment

14.1 A casual Employee is one who is engaged in relieving work or work of a casual nature and whose employment is terminable without notice by the Employer, in accordance with their requirements, or by the Employee.

14.2 Casual Employees will be paid an amount equal to 1/38th of the weekly wage rate for their classification per hour plus:

- (a) a 25% loading for work performed on week days;
- (b) a 75% loading for work performed on Saturdays, Sundays and Public Holidays.

14.3 A casual Employee will be entitled to receive the appropriate uniform and other allowances contained in Section 3.

- 14.4** The provisions of:
- (a) clause 53 (Overtime);
 - (b) clause 113 (Public Holidays);
 - (c) clause 56 (Annual Leave);
 - (d) clause 58 (Personal/Carer's Leave);
 - (e) clause 59 (Compassionate Leave);
 - (f) clause 61 (Parental Leave); and
 - (g) any other clause which expressly states that it does not apply to casual Employees

will not apply to casual Employees, except where the relevant clause expressly provides entitlements for casual Employees.

- 14.5** In addition to subclause 14.4 above, clause 64 (Long Service Leave) does not apply to casual Employees employed by Royal Women's Hospital or Royal Children's Hospital.

15. Casual Conversion

- 15.1** Where a casual Employee has worked shifts on a regular and systematic basis over a period of 26 weeks or more, the Employer and the Employee recognise that the Employee may be more properly classified as part-time or full-time.
- 15.2** An Employee will not be considered to be rostered on a regular and systematic basis where the shifts the Employee has been working are replacing an Employee on an absence (including but not limited to parental leave, long service leave, workers compensation leave and personal leave) or a temporary flexible work arrangement.
- 15.3** Either the Employer or the Employee may request in writing the conversion of the Employee to full-time or part-time employment (whichever is applicable) and such a request will not be unreasonably refused by either party.
- 15.4** A written response will be provided no later than 21 days from the date of a request (by either an Employee or Employer). Where the request is refused, the written response will include reasons for the refusal. Where the Employer makes the request under subclause 15.3, at the time of making the request the Employer will also notify the Employee in writing of their obligations under this subclause 15.4.
- 15.5** Where an Employee converts from casual to full or part-time employment, the Employee's minimum weekly hours will be those worked on a regular and systematic basis as described in subclauses 15.1 and 15.2 above, and the provisions of clause 11 (Full-time Employment) or 12 (Regular Part-Time Employment) (whichever is relevant) will apply.
- 15.6** Where such a conversion occurs, the Employee will be provided with a Letter of Appointment setting out the revised employment arrangements, acknowledging any period/s of casual employment with the Employer.

16. Fixed Term Employment

- 16.1** A fixed term Employee is one who is engaged on a full-time or regular part-time basis for a fixed period of time and who is ready, willing and available to work the hours and the times that are mutually agreed or, in the absence of agreement, as prescribed by the Employer at the time of engagement.
- 16.2** Fixed term employment can only be offered for true fixed term arrangements, including but not limited to:
- (i) special projects;
 - (ii) parental leave relief; and
 - (iii) long service leave relief.

17. Notice of Termination – Employer

- 17.1** The Employer must not terminate an Employee's employment unless they have given the Employee written notice of the day of the termination (which cannot be before the day the notice is given).
- 17.2** In order to terminate the employment of an Employee, the Employer will give one month's written notice, or pay one month's wages in lieu of notice.
- 17.3** The period of notice in subclause 17.2 will be increased by one week if the Employee is over 45 years of age and has completed at least 2 years continuous service with the Employer at the end of the day the notice is given.
- 17.4** An Employee classified as a Chief Executive or Deputy Chief Executive Officer will not be dismissed unless the committee of management has first made careful enquiry into any matter alleged against such officer and has heard whatever statement he/she may wish to make relative to that matter and against such dismissal or has given him/her a reasonable opportunity to make such a statement before the committee of management. An officer may be assisted in making any such statement or submission by a representative of the HWU. Pending such enquiry an officer may be relieved of duty.
- 17.5** Subclause 17.4 above does not apply to positions that fall within the scope of the Government Sector Executive Remuneration Panel (GSERP) policies.
- 17.6** For the purposes of this clause:
- (a) a period of service by an Employee with an Employer is a period during which the Employee is Employed by the Employer, but not including any period of unauthorised absence; and
 - (b) a period of unauthorised absence does not break an Employee's continuous service with an Employer, but is not to be counted towards the length of the Employee's continuous service.
- 17.7** A transferring Employee's period of continuous service includes each period of continuous service of the Employee with an old Employer in the business being transferred (whether or not the old Employer was previously a new Employer in connection with the business). However, the Employee's continuous service with

an old Employer is disregarded so far as the Employee had previously received notice of termination, or payment in lieu of such notice, in respect of that service.

- 17.8** The Employer must not terminate the Employee's employment unless:
- (a) the time between giving the notice and the day of the termination is at least the period (the minimum period of notice) worked out under this clause 17 ; or
 - (b) the Employer has paid the Employee payment in lieu of notice of at least the amount the Employer would have been liable to pay the Employee at the full rate of pay for the hours he or she would have worked had the employment continued until the end of the minimum period of notice;
 - (c) provided that the employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- 17.9** Notice of termination will not apply in the case of dismissal for serious and wilful misconduct.
- 17.10** Where an Employer has given notice of termination to an Employee, the Employee will be allowed up to one days' time off without loss of pay for the purpose of seeking other employment. The time off will be taken at times that are convenient to the Employee, following consultation with the Employer.

18. Notice of Termination - Employee

- 18.1** The notice of termination required by an Employee is one (1) month's notice.
- 18.2** If an Employee fails to give the notice specified in subclause 18.1 the Employer has the right to withhold monies due to the Employee to a maximum amount equal to the amount the Employee would have received under subclause 18.1.

19. Redundancy and Associated Entitlements

19.1 Arrangement

This clause is arranged as follows:

- (a) Arrangement (subclause 19.1),
- (b) Definitions (subclause 19.2),
- (c) Redeployment (subclause 19.3),
- (d) Support to Affected Employees (subclause 19.4),
- (e) Salary maintenance (subclause 19.5),
- (f) Relocation (subclause 19.6),
- (g) Employment terminates due to redundancy (subclause 19.7), and
- (h) Exception to application of Victorian Government's policy with respect to severance pay (subclause 19.8)

19.2 Definitions

- (a) **Affected Employee** for this clause 19 means an Employee whose role will be redundant.
- (b) **Comparable role** means an on-going role that:
 - (i) is the same occupation as that of the Affected Employee's redundant position or if not, is in an occupation acceptable to the Affected Employee; and
 - (ii) is any of the following:
 - A. a position that the Affected Employee is qualified to undertake; or
 - B. a position that with the reasonable support described at 19.3(g), the Affected Employee could undertake; and
 - (iii) is the same grade as the Affected Employee's redundant position;
 - (iv) takes into account the number of ordinary hours normally worked by the Affected Employee;
 - (v) is a Reasonable Distance from the Affected Employee's current work location;
 - (vi) takes the Affected Employee's personal circumstances, including family responsibilities, into account; and
 - (vii) takes account of health and safety considerations.
- (c) **Consultation** is as defined at clause 6 (Consultation) of this Agreement.
- (d) **Continuity of Service** means that the service of the Employee is treated as unbroken and that the cap on the transfer of personal leave at subclause 58.8 does not apply. However, continuity of service is not broken where an Employer pays out accrued annual leave or long service leave upon termination in accordance with this Agreement.
- (e) Reasonable Distance means a distance that has regard to the Employee's original work location, current home address, capacity of the Employee to travel, additional travelling time, effects on the personal circumstances of the affected Employee, including family commitments and responsibilities and other matters raised by the Employee, or assistance provided by their Employer.
- (f) Redeployment period means a period of 13 weeks from the time the Employer notifies the Affected Employee in writing that consultation under clause 6 (Consultation) is complete and that the redeployment period has begun.
- (g) Redundancy means the Employer no longer requires the Affected Employee's job to be performed by anyone because of changes in the operational requirements of the Employer's enterprise.
- (h) Relocation means an Affected Employee is required to move to a different campus as a result of an organisational change on either a temporary or permanent basis.

- (i) Salary maintenance means an amount representing the difference between what the Affected Employee was paid immediately prior to the Affected Employee's role being made redundant (taking into account the Employee's average earnings over the previous 12 months or shorter period where there has been a variation in the Employee's contracted hours) and the amount paid in the Affected Employee's new role following redeployment.

19.3 Redeployment

- (a) An Affected Employee whose role will be redundant will be considered for redeployment during the redeployment period.

- (b) Employee to be advised in writing

The Affected Employee must be advised in writing of:

- (i) the date the Affected Employee's role is to be redundant,
- (ii) details of the redeployment process,
- (iii) the reasonable support that will be provided in accordance with subclause 19.3(g), and
- (iv) the Affected Employee's rights and obligations.

- (c) Employer obligations

The Employer will:

- (i) make every effort to redeploy the Affected Employee to a Comparable Role in terms of classification, grade and income, including appointing a case manager to provide the Affected Employee with support and assistance (including assistance with compiling a CV / resume and undertaking employment search activities such as interview preparation); and
- (ii) take into account the personal circumstances of the Affected Employee, including family commitments and responsibilities.

- (d) Employee obligations

The Employee must actively participate in the redeployment process including:

- (i) identifying appropriate retraining needs;
- (ii) developing a resume / CV to assist in securing redeployment;
- (iii) actively monitoring and exploring appropriate redeployment opportunities and working with the appointed case manager.

- (e) Rejecting a comparable role

Where an Affected Employee rejects an offer of redeployment to a comparable role (as defined), the Affected Employee may be ineligible for a departure package referred to at subclause 19.7.

(f) Temporary alternative duties

An Affected Employee awaiting redeployment may be transferred to temporary alternative duties within the same campus, or where part of the Employee's existing employment conditions (or by agreement) at another campus. Such temporary duties will be in accordance with the Affected Employee's skills, experience, clinical area and profession.

(g) Support for redeployment

For an available role to be considered a comparable role, the Employer must provide the reasonable support necessary for the Affected Employee to perform the role which may include:

- (i) theory training relevant to the clinical area or environment of the role into which the Affected Employee is to be redeployed;
- (ii) a defined period of up to 12 weeks in which the Affected Employee works in a supernumerary capacity;
- (iii) support from educational staff in the clinical environment;
- (iv) a review at 12 weeks or earlier to determine what, if any, further training is required.

(h) Where no redeployment available

If at any time during the redeployment period it is agreed that it is unlikely that the Affected Employee will be successfully redeployed, the Affected Employee may accept a redundancy package. Where this occurs, the Affected Employee will be entitled to an additional payment of the lesser of 13 weeks or the remaining redeployment period.

(i) Non-Comparable Role

An Affected Employee may agree to be redeployed to a role that is not a Comparable Role.

19.4 Support to Affected Employees

The Employer will provide Affected Employees whose position has been declared redundant with support and assistance which will include, where relevant:

- (a) counselling and support services;
- (b) retraining;
- (c) preparation of job applications;
- (d) interview coaching;
- (e) time off to attend job interviews; and
- (f) funding of independent financial advice for employees eligible to receive a separation package.

19.5 Salary Maintenance

(a) Entitlement to salary maintenance

An Affected Employee who is successfully redeployed will be entitled to salary maintenance where the Affected Employee's pay is reduced because the new role:

- (i) is a lower grade;
- (ii) involves working fewer hours; and/or
- (iii) removes eligibility for penalties, loadings and the like.

(b) Period of salary maintenance

Salary maintenance will be for a period of 52 weeks from the date the Affected Employee is redeployed except where the Affected Employee:

- (i) accepts another position within the salary maintenance period, and
- (ii) is paid in the other position an amount equal to or greater than the role that was made redundant.

(c) Preservation of accrued leave

An Affected Employee entitled to salary maintenance will have their long service leave, annual leave and personal leave accruals preserved before redeployment. Specifically, the value of the leave immediately prior to redeployment will not be reduced as a result of redeployment.

19.6 Relocation

(a) Employer to advise in writing of relocation

As soon as practicable but no less than seven (7) days after a decision is made by the Employer to temporarily or permanently relocate an Affected Employee, the Employer will advise the Affected Employee in writing of the decision, the proposed timing of the relocation and any other alternatives available to the Affected Employee. In addition, the Employer will:

- (i) ensure the relocation is a Reasonable Distance, unless otherwise agreed;
- (ii) ensure that the Affected Employee is provided with information on the new location's amenities, layout and local operations prior to the relocation, and
- (iii) consult with the HWU regarding the content of such information.

(b) Entitlement to relocation allowance

An Affected Employee is entitled to relocation allowance where permanent or temporary relocation results in additional cost to the Affected Employee for travel and / or other expenses.

(c) Employee to provide written estimate

The Affected Employee must make written application to the Employer with a written estimate of the additional travelling cost and other expenses for the period of redeployment up to a maximum of 12 months.

(d) Payment

- (i) The maximum relocation allowance payable by the Employer will be \$1900.00, paid as a lump sum.
- (ii) When considering the Affected Employee's estimate, the Employer may have regard to the Reasonable Distance.
- (iii) In the event of a dispute about the Affected Employee's estimate it will be resolved under clause 7 (Dispute Resolution Procedure).

(e) Exceptions

An Affected Employee is not entitled to the relocation allowance if the site or campus to which the Affected Employee is being relocated is a location to which they can be expected to be deployed as part of their existing employment conditions.

(f) Fixed term employees not excluded

An Affected Employee on a fixed term contract who is relocated will be covered by the terms of this clause for the duration of the fixed term contract.

19.7 Employment terminates due to redundancy

The Victorian Government's policy with respect to public sector redundancy and the entitlements upon termination of employment as a result of redundancy are set out in the Public Sector Workplace Relations Policies 2015. The policy as at the time this Agreement comes into operation applies to Employees but does not form part of this Agreement.

19.8 Exception to application of Victorian Government's policy with respect to severance pay

Where the Affected Employee's Employer secures a comparable role (as defined) with another Employer covered by this Agreement, which:

- (a) is within a Reasonable Distance of the work site of the redundant position; and
- (b) provides continuity of service; and
- (c) where the comparable role results in a loss of income, salary maintenance at subclause 19.5 will apply; and
- (d) where relevant, consistent with the financial and other support provided to an internal redeployee;

the Employee will be considered successfully redeployed as though the employment was with the same Employer and no severance pay will apply.

20. Transition to Retirement

- 20.1** Employees may advise their Employer in writing of their intention to retire within the next five years from their Employer and may participate in a transition to retirement arrangement. Subject to this Agreement, a transition to retirement arrangement is a permanent arrangement that is agreed between the Employee and the Employer.
- 20.2** Transition to retirement arrangements may be proposed. The Employer will provide details of the proposal for the Employee's consideration including any relevant information (including indicative pay changes) about the implications of the proposal. The Employee will be given a reasonable opportunity to consider the proposal. Employees are encouraged to seek advice regarding the proposal.
- 20.3** Where a transition to retirement arrangement is agreed, it will be implemented through:
- (a) a flexible working arrangement (see clause 89);
 - (b) an individual flexibility agreement (see clause 4);
 - (c) an agreement in writing between the parties; or
 - (d) any combination of the above.
- 20.4** A transition to retirement arrangement may include but is not limited to:
- (a) alteration of working hours, eg. part-time employment, shift pattern;
 - (b) a job share arrangement;
 - (c) working in a position at a lower status or rate of pay;
 - (d) flexible use of Long Service Leave (**LSL**)
- 20.5** The Employer will consider, and not unreasonably withhold its approval of a request by an Employee to transition to retirement through:
- (a) using accrued LSL or annual leave for the purpose of reducing the number of days worked or their working hours but retaining their previous employment status

Example:

1. A full-time Employee may work 3 days per week and have 2 days of accrued long service leave per week, retaining their full-time status.
2. A part-time Employee employed for 24 hours per week may work 20 hours per week and take 4 hours of accrued annual leave per week, retaining their status as a part-time Employee employed for 24 hours per week.

or;

- (b) accepting appointment to a role that has a lower hourly rate of pay and/or reduced hours (post transition role), in which case:

- (i) the Employee will retain the accrual of LSL they had immediately prior to the reduction in their rate of pay and/or hours (preserved LSL). Where LSL is taken, the Employee will be paid LSL hours at the wage rate and/or their hours of work prior to the post transition role until the preserved LSL hours exhausted;

Examples:

1. An Employee's hourly rate of pay is reduced under this subclause (b) from \$35 to \$30. When the Employee takes LSL their LSL will be paid at the rate of \$35 per hour until the preserved LSL is exhausted.
 2. An Employee's hours of work are reduced under this subclause (b) from 32 hours per week to 24 hours per week. When the Employee takes LSL they will be paid for 32 hours of LSL per week until the preserved LSL is exhausted.
 3. An Employee's hourly rate of pay is reduced under this subclause (b) from \$40 to \$35 and their hours of work from 38 to 30 hours per week. When the Employee takes LSL it will be paid at the rate of \$40 per hour and they will be paid for 38 hours of LSL per week until the preserved LSL is exhausted.
- (ii) however, if the Employee's hourly wage rate in the post-transition role over time exceeds the wage rate of the pre-transition role, the higher wage rate will be used to calculate LSL.

PART D – WAGES

21. Salary Increases

- 13.4** The weekly rates of pay will be adjusted by:
- (a) 5% from FFPPOA 1 October 2016;
 - (b) 3% from FFPPOA 1 October 2017;
 - (c) 3% from FFPPOA 1 October 2018;
 - (d) 3% from FFPPOA 1 October 2019.
- 21.1** The weekly rates of pay are contained in **Schedule 3B**.
- 21.2** The above rates of pay will only come into operation on the approval of the Agreement by the Commission in accordance with the Act.

22. Once Off Upfront Lump Sum Payment

Full time and part-time Employees who are employed upon commencement of this Agreement will be entitled to a lump sum payment of \$1561 (pro-rata for part-time Employees). The amount will be payable in the FFPPOA commencement of the Agreement. Part-time Employees will be paid based on their contracted hours.

23. Clerical Worker Wage Rates

See clause 82 (Translation of Clerical Worker Classifications).

24. Payment of Wages

- 24.1** Wages will be paid weekly or fortnightly (as determined by the Employer) to the nominated financial institution of each Employee. Payment will be made no later than Thursday following the end of the pay period.
- 24.2** On or before each pay day, the Employer must advise each Employee in writing of their gross salary entitlement for the pay period, any deductions and allowances authorised by law and by the Employee, the Employee name and classification, the period the pay relates to and the date of payment, the hourly rate of pay, and the net amount of payment, amounts of occupational superannuation contributions and details of funds into which contributions are being paid. To the extent reasonably practicable, payslips will record and Employee's accrued annual leave and personal leave.
- 24.3** Where an Employee considers that they have been underpaid as a result of error on the part of the Employer, the Employee may request that the Employer rectify the error or validate the payment.
- 24.4** Where an Employee is underpaid by reason of Employer error and the amount of such underpayment is less than 5% of the Employee's fortnightly wage, the underpayment will be corrected in the next pay period.

- 24.5 Where the underpayment exceeds 5% of the Employee's fortnightly wage, the Employer must take steps to correct the underpayment within 24 hours and to provide confirmation to the Employee of the correction.

25. Superannuation

25.1 Definitions

- (a) **First State Super** means the First State Superannuation fund, or any successor fund to it.
- (b) **HESTA** means Health Employees Superannuation Trust of Australia superannuation fund or any successor fund to it.
- (c) **MySuper Product** means a "MySuper product" as defined by the Act.

- 25.2 The subject of superannuation is dealt with extensively by legislation, including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. Subject to this clause, this legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

- 25.3 An Employee employed by an Employer prior to the commencement of this Agreement may remain a member of his/her current superannuation fund, but will be offered the option of becoming a member of the HESTA or First State Super.

- 25.4 An Employee who begins employment with an Employer after the commencement of this Agreement will have access to either HESTA or First State Super.

- 25.5 The default fund on commencement of the Agreement will be First State Super while it provides a MySuper Product.

- 25.6 At 12-monthly intervals throughout the life of this Agreement the parties will have regard to the membership numbers in each of the HESTA and First State Super. The default fund, at each 12-month interval, will be the fund with the most Employees as members at each health service while it provides a MySuper Product.

- 25.7 Superannuation contributions paid by the Employer into an approved fund will be calculated on the base rate for the applicable classification under **Schedule 3B**.

- 25.8 Superannuation contributions will be made for any payment for a period of paid parental leave under subclauses 62.5(a)(i) and 62.10(d)(ii).

26. Salary Packaging

All Employees will have access to salary packaging arrangements as follows:

- 26.1 By agreement with the Employer, the current rate of pay and any monetary entitlements payable to the Employee may be salary packaged in accordance with the individual Health Service policy on salary packaging.

- 26.2 The Employee will compensate the Employer from his or her rate of pay for any FBT incurred as a consequence of any salary packaging arrangement the

Employee has entered into. Where the Employee chooses not to pay any of the costs associated with their salary packaging, the Employer may cease the Employee's salary packaging arrangements.

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

27. Accident Pay

- 27.1** An Employer will be required to pay, and an Employee will be entitled to receive, accident pay in accordance with this clause 27.

27.2 Definitions

- (a) For the purposes of this clause, the following definition will apply:

Injury means any physical or mental injury within the meaning of the WIRC Act, and no injury will give rise to an entitlement to accident pay under this clause unless an entitlement exists under the WIRC Act.

27.3 Accident Pay – Total Incapacity

- (a) Where an Employee is, or is determined to be, totally incapacitated within the meaning of the WIRC Act, the term accident pay means a weekly payment of an amount representing the difference between:
- (b) the total amount of compensation, including allowances, paid to the Employee during the period of incapacity under the WIRC Act for the week; and
- (c) the total weekly wage rate, as varied from time to time, and any over Agreement payment being paid to the Employee at the date of the injury and which would have been payable for the Employee's classification for the week in question if they had been performing their normal duties, provided that - in making such calculation any payment for overtime earnings, shift premiums, penalty rates and any ancillary payment payable by the Employer will not be taken into account.

27.4 Accident Pay - Partial incapacity

- (a) Where an Employee is partially incapacitated within the meaning of the WIRC Act, the term accident pay means a weekly payment of amount representing the difference between:
- (b) the total amount of compensation paid to the Employee during the period of incapacity under the WIRC Act for the week together with the average weekly amount they are earning;
- (c) the total weekly wage rate, as varied from time to time, and any weekly over Agreement payment being paid to the Employee at the date of the injury and which would have been payable for the Employee's classification for the week in question if they had been performing their normal duties, provided that - in making such calculation any payment for overtime earnings, shift premiums, penalty rates and any other ancillary payment payable by the Employer will not be taken into account.

27.5 Payment for part of a week

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

27.6 Qualifications for payment

- (a) Subject to the terms of this clause, an Employee covered by Section 3 will, upon receiving payment of weekly compensation and continuing to receive such payment for incapacity under the WIRC Act, be paid accident pay by their Employer who is liable to pay compensation under the WIRC Act, which liability may be discharged by another person on behalf of the Employer, provided that:
 - (i) Accident pay will not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then, subject to clause 96.6.2 and to the maximum period of payment prescribed elsewhere herein, accident pay will apply only to the period of incapacity after the first two weeks.
 - (ii) Accident pay will only be payable to an Employee whilst that Employee remains in the employment of the Employer by whom they were employed at the time of the incapacity and then only for such period as they received a weekly payment under the WIRC Act. Provided that if an Employee who is partially incapacitated cannot obtain suitable employment from their Employer but such alternative employment is available with another Employer then the relevant amount of accident pay will still be payable.
 - (iii) Provided further that in the case of the termination by an Employer of an Employee who is incapacitated and receiving accident pay, accident pay will continue to apply subject to the provisions of this clause except in those cases where the termination is due to serious and/or wilful misconduct on the part of the Employee.

- (iv) In order to qualify for the continuance of accident pay on termination an Employee will if required provide evidence to the Employer of the continuing payment of weekly payments of compensation.
- (b) Subject to this clause, accident pay will not apply in respect of any injury during the first five normal working days of incapacity.
- (c) In relation to industrial diseases contracted by a gradual process or injury subject to recurrence, aggravation, or acceleration, such injuries or diseases will not be subject to accident pay unless the Employee has been employed with the Employer at the time of the incapacity for a minimum period of one month.
- (d) On engagement, an Employee may be required to declare all workers compensation and/or accident claims made under the WIRC Act in the previous five years and in the event of defaults or inaccurate information being deliberately and knowingly declared the Employer may require the Employee to forfeit their entitlement to accident pay under Section 3.

27.7 Maximum period of payment

- (a) The maximum period or aggregate period of accident pay to be made by the Employer will be a total of 26 weeks for any one injury as defined in subclause 27.2 hereof, provided that in respect of an Employee receiving or entitled to receive accident pay on or after 1 January 1981, the maximum period or aggregate of periods will be a total of 39 weeks for any one injury as defined.
- (b) Notwithstanding subclause 27.7(a) above, the maximum period or aggregate periods of accident pay to be made by the Employer to Employees employed by Royal Women's Hospital or Royal Children's Hospital will be a total of 39 weeks for any one injury, as defined.

27.8 Absences on other than paid leave

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

27.9 Notice of injury

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

27.10 Medical examination

- (a) In order to receive an entitlement to accident pay an Employee will meet the requirements of the WIRC Act for attending medical examinations.
- (b) Where, in accordance with the WIRC Act, a medical referee gives a certificate as to the condition of the Employee and their fitness for work or specifies work for which the Employee is fit and such work is made available

by the Employer, and is refused by the Employee or the Employee fails to commence the work, accident pay will cease from the date of such refusal or failure to commence the work.

27.11 Cessation or redemption of weekly payments

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

27.12 Civil damages

- (a) An Employee receiving or who has received accident pay will advise their Employer of any action they may institute or any claim they make for damages. Further, the Employee will, if requested, provide an authority to the Employer entitling the Employer to a charge upon any money payable pursuant to any judgement or settlement on that injury.
- (b) Where an Employee obtains a judgement or settlement for damages in respect of an injury for which they have received accident pay the Employers liability to pay accident pay will cease from the date of such judgement or settlement, provided that if the judgment or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the Employer, the Employee will pay to the Employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.
- (c) Where an Employee obtains a judgement or settlement for damages against a person other than the Employer in respect of an injury for which he or she has received accident pay, the Employers liability to pay accident pay will cease from the date of such judgement or settlement, provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the Employer, the Employee will pay to the Employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

27.13 Insurance against liability

Nothing in Section 3 will require an Employer to insure against liability for accident pay.

27.14 Variations in compensation rates

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

27.15 Death of an Employee

All rights to accident pay will cease on the death of an Employee.

27.16 Commencement

This clause will only apply in respect of incapacity arising from any injury occurring or recurring on or after 3 March 1975 or, in the case of Employees employed by Royal Women's Hospital or Royal Children's Hospital, 22 September 1975.

28. Trainees

A trainee who performs work in classifications covered by this agreement will be employed in accordance with the following principles:

- 28.1** Trainee/Apprentice positions are additional to existing positions. No existing Employee will lose employment as a result of the introduction of trainees. An Employer will not dispense with the services of Employees for the purpose of appointing a trainee/apprentice before or after that appointment.
- 28.2** Training provided will be nationally recognised as appropriate to the occupation or trade into which the trainee or apprentice is to be placed. In the event of State Regulations applying to the qualification/licensing or a state qualification applying in the absence of a national qualification, appropriate Victorian Regulations in relation to registration and/or licensing will be adhered to.
- 28.3** The parties recognise the inherent value of job security for the wellbeing of all classes of Employees and the need to ensure that existing temporary and casual staff are not displaced or alternative employment opportunities of re-deployees are not adversely affected. Furthermore, trainees/apprentices will not be appointed in specific workplace locations where redundancy programs are being targeted at base grade/entry level positions.
- 28.4** Agencies participating in this scheme must see to all occupational health and safety requirements in respect of providing a safe working environment. This is to include orientation processes and workplace supervision.
- 28.5** Each Employer will be required to consult with the HWU on the intake numbers, placement and training arrangements relating to trainees/apprentices. It is intended that such consultation will occur at least four weeks prior to the commencement of trainees/apprentices. Opportunities for HWU participation in induction sessions for new trainees/apprentices will be provided as appropriate. (See also clause 76 (Union Matters)).
- 28.6** All trainees and apprentices will be engaged under an appropriate state or federal traineeship scheme and paid no less than the applicable rates contained in **Schedule 3B** of this Agreement or if no rate is specified the applicable base rate under the Health Professionals and Support Services Award 2010.

29. Supported Wage System for Employees with a Disability

Schedule 3E defines the conditions that apply to Employees covered by Section 3 who, because of the effects of a disability, are eligible for a supported wage under the terms of Section 3.

30. Overpayment of Wages

This clause only applies to Managers and Administrative Workers employed by Royal Women's Hospital or Royal Children's Hospital.

- 30.1 In the case of an overpayment of wages, the Employer will notify the Employee in writing of details of the error. The Employer will correct the overpayment by fortnightly deduction from the Employee's pay, in a minimum instalment of 10% of the Employee's fortnightly salary or the total amount, until the full amount of the overpayment has been reimbursed.
- 30.2 The above subclause 30.1 does not apply in the case of errors of law.
- 30.3 Where a single overpayment exceeds the Employee's normal four-week salary, the Employer reserves the right to seek to have the overpayment repaid in more than 10% instalments.
- 30.4 If the Employee satisfies the Employer that they are unable to meet the repayment schedule, the Employee may apply to vary the payment schedule. Agreement to such applications will not be unreasonably withheld.

31. Chief Executive Officers

This clause only applies to Managers and Administrative Workers not employed by Royal Women's Hospital or Royal Children's Hospital.

- 31.1 The terms and conditions of employment for Chief Executive Officers ("CEO") will, in respect of remuneration and related conditions, be those provided for by the Government Sector Executive Remuneration Panel contracts ("GSERP Contracts").
- 31.2 Subclause 31.1 excludes CEOs whose terms and conditions are not covered by a GSERP contract.
- 31.3 Despite subclause 31.1, any further GSERP contract offered by an Employer to an existing employee whose employment is governed by a GSERP contract in existence at the date of certification of this Agreement will not reduce the total remuneration package applicable to that Employee.

32. Annualised Salaries

This clause only applies to Managers and Administrative Workers employed by Royal Women's Hospital or Royal Children's Hospital.

- 32.1 The annualised salary for Employees classified in Grades 3 to 8 pursuant to **Part 2 of Schedule 3D** will incorporate all previous award or Agreement payments made in respect of all allowances, including but not limited to shift premiums and penalties, on-call and recall payments, annual leave loading, public holidays, weekends, meal allowances, travelling allowances, higher duties allowances and telephone allowances. The annualised salary also incorporates provision for overtime when Employees are required to work outside of normal work hours.

- 32.2** The accrual of annual leave, personal/carer's leave, superannuation and WorkCover entitlements are not affected by the Agreement, save where otherwise provided for in Section 3.

PART E – ALLOWANCES AND REIMBURSEMENTS

33. Allowance Adjustments

- 33.1** Unless otherwise specified all current monetary based allowances will be increased by:
- (a) 5% from FFPPOA 1 October 2016;
 - (b) 3% form FFPPOA 1 October 2017;
 - (c) 3% from FFPPOA 1 October 2018;
 - (d) 3% from FFPPOA 1 October 2019.
- 33.2** The allowances rates specified in **Schedule 3C** include the adjustments made in accordance with subclause 33.1 above.

34. Higher Duties

- 34.1** Employees, who are engaged in duties that carry a higher rate of pay than the Employee's ordinary classification, will be entitled to payment of higher duties in accordance with the provisions of this clause.
- 34.2** Employees who are required to assume the duties of an Employee on a higher classification for a period of five consecutive working days or more will be paid not less than the minimum rate for the classification of the Employee being relieved, for the period of higher duties.
- 34.3 Administrative Worker 1A**
- This subclause applies upon implementation of the Clerical Worker translation under clause 82 (Translation of Clerical Worker Classifications). Instead of the entitlement under subclause 34.1 above, Employees engaged in the classification of Grade 1A (under either **Part 1** or **Part 2** of **Schedule D**) who are engaged for more than one hour in duties carrying a higher rate than their ordinary classification, will be paid the higher rate of pay for the full day or shift. If such Employee is engaged in higher duties for one hour or less, they are only entitled to payment at the higher rate for the time actually worked.

35. Meal Allowances

- 35.1** Where an Employee is required to work overtime Monday to Friday (inclusive) for more than one hour after the usual finish time, or in the case of shift workers when the overtime exceeds one hour, or on a Saturday/Sunday for more than 5 hours, the Employer will either supply the Employee with an adequate meal or pay a meal allowance.
- 35.2** Where such overtime exceeds 4 hours Monday to Friday (inclusive), or 9 hours on a Saturday/Sunday, the Employer will either supply the Employee with a further adequate meal or pay a further meal allowance.

- 35.3** The provisions of subclause 35.1 and subclause 35.2 will not apply where the Employee could reasonably return home for a meal within the period allowed.
- 35.4** The meal allowances payable over the life of this Agreement are set out in **Part 1** or **Part 2** (as applicable) of **Schedule 3C**.
- 35.5** Claims for payment of an overtime meal allowance will be processed in the next ordinary pay.

36. On Call / Recall

- 36.1** The Employer will pay an on call allowance to Employees who are required to be on call.
- 36.2** The on call allowances in **Schedule 3C** will be paid to an Employee classified as follows:
- (a) the On Call Allowance – Monday to Friday will be paid in respect of any 24 hour period or part thereof during which an Employee is on call during the period commencing from the time of finishing ordinary duty on Monday through until the termination of ordinary duty on Friday; and
 - (b) the On Call Allowance – Public Holidays and All other Times will be paid in respect of any other 24 hour period, or part thereof, or any public holiday, or part thereof.
- 36.3** Where an Employee is recalled to duty during an off-duty period they will be paid a minimum of three (3) hours at the appropriate rate.
- 36.4** When recall work is necessary, it should be so arranged that Employees have at least 8 hours off duty between midnight and the commencement of the next period of ordinary duty.
- 36.5** An Employee, other than a casual, who works so much overtime between the termination of their previous rostered shift and the commencement of their next rostered shift, that they would not have a 8-hour break will be released after completion of such recall worked until they have had a 8-hour break. The Employee will not suffer any loss of pay for rostered ordinary hours occurring during such absence.
- 36.6** If, on the instructions of the Employer, an Employee resumes or continues work without having had an 8-hour break in accordance with 39.2.1(e), they will be paid at the rate of double time until they are released from duty for such rest period. The Employee will then be entitled to be absent until they have had an 8-hour break. The Employee will not suffer any loss of pay for rostered ordinary hours occurring during such absence.
- 36.7** Subclause 36.2 does not apply to Employees who are classified under **Part 2** of **Schedule 3D** in Grade 3 or above. Such Employees will be paid an annualised salary pursuant to clause 32 (Annualised Salaries).
- 36.8** **Recall – Telephone Allowance**
- Where recall to duty can be managed without the Employee having to return to their workplace, such as by telephone, such Employee will be paid a minimum of

one hour's overtime, provided that multiple recalls within a discrete hour will not attract additional payment.

37. Shiftwork

37.1 Employees who perform shift work will be entitled to payment of the shift allowances applying to their classification under the following provisions of this clause.

37.2 Morning and Afternoon Shift Allowances

(a) An Employee not employed by Royal Women's Hospital or Royal Children's Hospital whose rostered hours of duty finish between 6:00pm and 8:00am, or commence between 6:00pm and 6:30am will be paid the applicable shift allowance set out in **Part 1** of **Schedule 3C**.

(b) An Employee employed by Royal Women's Hospital or Royal Children's Hospital whose rostered hours of duty finish between 8:00pm and 8:00am, or commence between 6:00pm and 6:30am will be paid the applicable shift allowance set out in **Part 2** of **Schedule 3C**.

37.3 Night Shift Allowance

Provided that, an Employee working on any rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00am will be paid for any such periods of duty the applicable shift allowance set out in **Part 1** or **Part 2** (as applicable) of **Schedule 3C**.

37.4 Permanent Night Shift Allowance

Provided further that in the case of an Employee permanently working on any rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00am will be paid for any such period of duty the applicable shift allowance set out in **Part 1** or **Part 2** (as applicable) of **Schedule 3C**. Permanently working will mean working for any period in excess of four consecutive weeks.

37.5 Change of Shift Allowance

(a) An Employee who changes from working on one shift to working on another shift, the time of commencement of which differs by four hours or more than from that of the first, will be paid the applicable change of shift allowance set out in **Part 1** or **Part 2** (as applicable) of **Schedule 3C** on the occasion of each such change in addition to any amount payable under the preceding provisions of this clause.

(b) Exceptions

The change of shift allowance is not payable where:

- (i) the Employer agrees to a request in writing made on behalf of one or more Employees for changes in shifts; or
- (ii) a single Employee holds two contemporaneous different contracted positions with the same employer and moving between those

positions results in a change of shift pattern which would ordinarily invoke a change of shift allowance payment;

- (iii) an Employee chooses and works additional shifts from a supplementary roster, that displays vacant shifts and Employees can nominate to work those shifts. The supplementary roster would also provide a stand-by facility, where Employees wishing to work extra shifts can nominate the days/shifts that they wish to work, should such vacancies in the normal roster occur;
- (iv) the absence of four or more weeks of continuous approved leave intervenes between the relevant shifts;
- (v) one or more Employees swap shifts between themselves on an ad hoc basis, and the swap(s) is approved by the Employer in writing.

38. Telephone Allowance

Where the Employer requires an Employee to install and/or maintain a telephone for on call or other purposes, the rental and installation charges will be met by the Employer on production of receipted accounts by the Employee.

39. Travelling Allowances

This clause only applies to Managers and Administrative Workers not employed by Royal Women's Hospital or Royal Children's Hospital)

- 39.1** Should an Employee be required to use his or her vehicle for transport from home to place of work and return outside of normal hours, the Employee is to receive such allowance corresponding with the mileage rates as set out in **Schedule 3C** (as applicable).
- 39.2** An Employee who is recalled to the workplace for any purpose will be provided with appropriate transport for the outward and return journeys, upon request. The cost of such transport will be met by the Employer.
- 39.3** Where an Employee is required to travel during ordinary hours for work-purposes, he or she will be provided with appropriate transport. The cost of such transport will be met by the Employer.
- 39.4** Notwithstanding anything contained in subclause 39.3, where the Employer does not provide transport for work-related travel and an Employee agrees to his their own motor vehicle, they will be paid the vehicle allowances set out in the rates table in **Part 1** or **Part 2** (as applicable) of **Schedule 3C**.
- 39.5** An Employee required to travel on business in the performance of their duties will be reimbursed all reasonable travelling expenses necessarily incurred.

40. Removal Expenses

This clause only applies to Managers and Administrative Workers not employed by Royal Women's Hospital or Royal Children's Hospital)

- 40.1** Where an Employee is required to transfer to an alternate work location that is more than 48 kilometres from the place where the Employee has been employed for a period of at least two years, such Employee will be reimbursed reasonable removal expenses by the Employer to which the Employee transfers.
- 40.2** Provided that in the case of a transfer where an Employee is required by their new Employer to reside at a distance less than 50 kilometres from their former residence the Employee will not be reimbursed reasonable removal expenses.

41. Uniforms and Protective Clothing

- 41.1** Where an Employee is required to wear a uniform or any special clothing, the Employer will supply such uniform at no cost to the Employee and will replace it where necessary on a fair 'wear and tear' basis.
- 41.2** Uniforms and special clothing provided in accordance with subclause 41.1 will remain the property of the Employer.
- 41.3** Employees will be paid a uniform allowance in accordance with **Schedule 3C** for purchasing uniform and special clothing, where they are not provided by the Employer under subclause 41.1. The uniform allowance is payable for all absences on paid leave, other than absences on long service leave and sick leave beyond 21 days. Where, prior to the taking of leave, an Employee was paid a uniform allowance other than at the weekly rate, the rate payable is the average of the allowance paid during the four weeks immediately preceding the taking of leave.
- 41.4** Where Employees are responsible for laundering uniforms and special clothing, the Employer will pay the laundry allowances set out in the rates table in **Schedule 3C**. The Employee will be paid a laundry allowance per day or part thereof on duty, or an allowance per week, whichever is the lesser amount. The laundry allowance is not payable for absences of any kind.
- 41.5** The Employer will provide such gloves, masks, protective clothing and safety appliances as are required for an Employee to properly and safely perform their job function. Where the Employee is required to purchase such clothing and equipment, they will be reimbursed in full by the Employer.

42. Childcare Reimbursement

- 42.1** Where Employees are required by the Employer to work outside their ordinary rostered hours of work and where less than 24 hours notice of the requirement to perform such overtime work has been given by the Employer, other than recall when rostered on-call, the Employee will be reimbursed for reasonable childcare expenses incurred.
- 42.2** Evidence of expenditure incurred by the Employee must be provided to the Employer as soon as practicable after the working of such overtime.

43. Seniors Allowance – Transitional Provision

43.1 This clause applies to Clerical Workers who have translated to the Management and Administrative Structure under clause 82 (Translation of Clerical Worker Classifications) as Administrative Worker Grades 1A, 1 and 2 under either **Part 1** or **Part 2** of **Schedule 3D** (for the purposes of this clause “the **translation**”) and who:

- (a) immediately before the translation were in receipt of a Seniors Allowance under clause 43 of Section 2 of this Agreement; and,
- (b) the grounds for receiving the Seniors Allowance has not changed.

43.2 Where the above requirements are satisfied, the Employee will receive the applicable weekly allowance set out in the following table according to their Clerical Worker classification and year of experience immediately prior to the translation:

Clerical Worker Grade C	Allowance
Year 1	\$93.80
Year 2	\$94.40
Year 3	\$95.00
Year 4	\$95.70
Year 5	\$95.80
Clerical Worker Grade B	Allowance
Year 1	\$96.50
Year 2	\$97.10
Year 3	\$97.70
Year 4	\$98.40
Year 5	\$98.50
Clerical Worker Grade A	Allowance
Year 1	\$106.20
Year 2	\$106.80
Year 3	\$107.40
Year 4	\$108.10
Year 5	\$108.20

NOTE: these rates do not increase and are fixed for the life of the Agreement.

43.3 The above allowance will cease to be paid where an Employee:

- (a) is reclassified to another classification after the translation; or,

- (b) ceases to perform the work that represented a net addition to the work value which attracted the Seniors Allowance (such as ceasing the additional duties, functions or special projects).

43.4 This allowance will be paid in addition to any other allowance to which an Employee is entitled under this agreement.

44. In Charge Allowance – Transitional Provision

44.1 This clause only applies to Clerical Workers who have translated to the Management and Administrative Structure under clause 82 (Translation of Clerical Worker Classifications) (for the purposes of this clause “the **translation**”) who were in receipt of the In Charge Allowance under clause 37 of Section 2 of this Agreement immediately prior to the translation.

44.2 At the date of the translation, each Employee will be translated to an Administrative Worker Grade 2 subject to the following:

- (a) Where the Employee was appointed or delegated to exercise control over Employees for a specified or temporary period, they will be paid as an Administrative Worker Grade 2 for the duration of that period. After the period elapses, they will revert to their substantive role.
- (b) Where an Employee disagrees with their re-classification, in the first instance the dispute will be dealt with by the AIC. If the matter remains in dispute, it will be dealt with in accordance with clause 7 (Dispute Resolution Procedure).

PART F – HOURS OF WORK AND RELATED MATTERS

45. Hours of Work

- 45.1** The ordinary hours of work for a full-time Employee will be 38 hours, or an average of 38 hours, per week.
- 45.2** For the purposes of subclause 45.1, the ordinary hours an Employee works in a week are taken to include any hours of authorised leave, or absence, whether paid or unpaid, that the Employee takes in a week.
- 45.3** The working week will commence at midnight on a Sunday.
- 45.4** Notwithstanding any authorised meal breaks or rest breaks, the work of each day/shift will be continuous.
- 45.5** The ordinary hours of work will be worked either:
- (a) in 5 days of shifts of not more than 8 hours each; or
 - (b) by mutual agreement:
 - (c) in weeks of four days in shifts of not more than 10 hours each; or
 - (d) in some other averaging arrangement, provided that the length of any ordinary day does not exceed ten hours, and that not more than 50 ordinary hours is worked in any one week.

46. Minimum Engagement

- 46.1** Each Employee will be paid a minimum of three (3) hours, with the exception of Employees eligible for payment of overtime in accordance with clause 53(Overtime) of Section 3.
- 46.2** No Employee will be paid less than the minimum hours of engagement.

47. Accrued Days Off

- 47.1** Where the system of working provides for accrued days off, Employees will work an additional 0.4 hours per day, or 2 hours per week, to facilitate one accrued day off (ADO) after every 4 weeks of service.
- 47.2** The maximum ADOs will be 13 in any calendar year, provided that one (1) ADO will be taken in conjunction with a period of annual leave, for which no additional payment is to be made.
- 47.3** Accrued days off are to be taken as single days on a rostered basis (i.e. 1 ADO in each 28-day cycle), as agreed between the Employer and Employee, provided that the Employer and Employee may mutually agree to defer a rostered ADO for a maximum of one month, but only in exceptional circumstances.

48. Roster

- 48.1** This clause only applies to Employees who perform shiftwork within the meaning of clause 37 (Shiftwork)
- 48.2** A roster of at least 14 days' duration will be posted at least 14 days before it comes into operation at each work location in a place where it may be readily seen by such Employees and the Secretary or other accredited representative of the HWU.
- 48.3** Rosters will set out the Employees' daily ordinary hours of work, start times, finish times and meal intervals.
- 48.4** Seven days' notice will be given of a change in roster, except in emergency situations.
- 48.5 Change of roster**
- (a) Where the Employer requires an Employee, without seven (7) days' notice and outside the expected circumstances in subclause 48.2 above, to perform ordinary duty at other times than those previously rostered, the Employee will be paid in accordance with the hours worked plus a daily change of roster allowance pursuant to **Schedule 3C**.
- (b) Provided that a part-time Employee who agrees to work shift(s) in addition to those already rostered will not be entitled to the Change of Roster allowance for the additional shift(s) worked.
- 48.6** An Employee may apply in writing to the Employer to have their roster fixed by the provisions of subclause 48.7 below in lieu of clauses 48.2 to 48.5 above.
- 48.7** Rosters will be fixed by mutual agreement, subject to the provisions of the Agreement.
- 48.8** An Employee may repudiate a request made under clause 48.6 at any time, by giving written notice to the Employer. In such a case the roster of the Employee will be determined according to clauses 48.2 to 48.5 from the commencement of the next full roster period, being not less than five (5) clear days after such repudiation is received in writing by the Employer.
- 48.9** Rosters will be drawn up so as to provide at least eight (8) hours between successive periods of ordinary duty.

49. Weekend Work

- 49.1** All rostered time of ordinary duty performed between midnight on Friday and Midnight on Sunday will be paid for at the rate of time and one half.
- 49.2** Where Employees are required to carry out duties on a Saturday or Sunday in excess of the weeks work, such duties will be paid for at the rate of double time.

50. Daylight Saving

See also clauses 53 (Overtime) and 47 (Accrued Days Off).

- 50.1** Despite the overtime provisions of this Agreement, if an Employee works on a shift during which time changes because of the introduction of, or cessation to, daylight saving, that Employee will be paid for the actual hours worked at the applicable ordinary time rate of pay (including any applicable shift allowances, allowances ordinarily payable in respect of the shift and special rates for Saturdays and Sundays).

Example:

An Employee is rostered to work a ten hour night shift from 9pm through to 7:30am (including a 30 minute meal break). During the course of this shift, the clock is wound forward one hour due to the commencement of daylight saving.

The Employee therefore works nine hours. The Employee is paid nine hours at the applicable ordinary time rate of pay (including any shift allowances, allowances ordinarily payable in respect of this shift and special rates for Saturdays and Sundays).

Example:

An Employee is rostered in a ten hour night shift from 9pm through to 7.30am (including a 30 minute meal break). During the course of this shift, the clock is wound back one hour due to the cessation of daylight saving.

The Employee therefore works 11 hours. The Employee is paid 11 hours at the ordinary time rate of pay (including any shift allowances, allowances ordinarily payable in respect of this shift and special rates for Saturdays and Sundays). No overtime is paid for the additional hour worked.

- 50.2** For the purpose of calculating accrued days off, Employees who work on a shift during which time changes because of the introduction of, or cessation to, daylight saving, will be taken to have worked the standard hours for a night shift in accordance with the roster.

51. Meal Breaks

- 51.1** An Employee will not be required to work more than 5 hours continuously without a meal interval of not less than 30 minutes and not more than 60 minutes.
- 51.2** Meal breaks will not be regarded as time worked.
- 51.3** Employees who are called back to work from their rostered meal break will be granted a meal break of not less than 20 minutes during the remainder of their shift. Such meal break will be counted as time worked.
- 51.4** **Night Duty**

By mutual agreement between the Employer and Employee, Employees who are not relieved from night duty (and on-call) during the rostered meal break will be

granted a meal break of not less than 20 minutes, to be commenced after completing three hours and not more than five hours of duty. Such meal break will be counted as time worked.

52. Rest Breaks

- 52.1 Employees will be entitled to a 10 minute rest break in each four hours worked, or part thereof being greater than one hour.
- 52.2 Rest breaks will be taken at a time suitable to the Employer and will be counted as time worked.

53. Overtime

- 53.1 Where an Employee is required to work reasonable additional hours, they will be entitled to payment of overtime in accordance with the provisions of this clause.
- 53.2 Part-time Employees employed by Royal Women's Hospital or Royal Children's Hospital are only entitled to payment of overtime where they work in excess of 38 hours in a given week.
- 53.3 Only authorised overtime will be paid for and the following rates of overtime will apply:
- 53.4 Employees will be paid at the rate of:
- (a) time and one half for the first two hours and double time thereafter for hours worked in excess of the ordinary agreed hours on a particular day; and
 - (b) double time for all overtime worked outside a spread of twelve hours after commencing ordinary duty.

53.5 Overtime – Royal Women's Hospital and Royal Children's Hospital

This clause only applies to Managers and Administrative Workers employed by Royal Women's Hospital or Royal Children's Hospital.

- (a) Employees in receipt of an annualised salary, or classified in Grades 3 to 8 of the classification structure in **Part 2 of Schedule 3D** are not entitled to payment of overtime under subclauses 53.1 to 53.4 above, other than for:
 - (i) periods of recall to duty;
 - (ii) periods when the Employee is directed to work overtime on weekends; and/or
 - (iii) periods when the Employee is directed to work overtime on public holidays.
- (b) Such Employees will be compensated for reasonable additional hours through flexibility in hours worked or time off in lieu of payment for overtime, in accordance with clause 54 (Overtime in Lieu).

54. Overtime In Lieu

- 54.1 An Employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer.
- 54.2 Overtime taken as time off during ordinary time hours will be taken at the penalty time rate. That is, one and one half hours off or two hours off, as the case may be, for each overtime hour worked.
- 54.3 An Employer will provide payment at the appropriate overtime rate where time off in lieu has not been taken within our (4) weeks of accrual.
- 54.4 For the purposes of this clause, in accruing or calculating payment of overtime, each period of overtime will stand alone.

55. Reasonable Additional Hours

- 55.1 Subject to subclause 55.2, an Employer may require an Employee to work reasonable additional hours at the appropriate overtime rate as defined in clause 53 (Overtime).
- 55.2 An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
 - (a) any risk to Employee health and safety arising from the additional hours;
 - (b) the Employee's personal circumstances, including family responsibilities;
 - (c) the needs of the workplace or enterprise in which the Employee is employed;
 - (d) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours
 - (e) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it;
 - (f) the usual patterns of work in the industry, or the part of the industry, in which the Employee works;
 - (g) the nature of the Employee's role, and the Employee's level of responsibility;
 - (h) whether the additional hours are in accordance with an averaging arrangement agreed to by the Employer and Employee under clause 45 (Hours of Work); and
 - (i) any other relevant matter.

PART G – LEAVE AND PUBLIC HOLIDAYS

56. Annual Leave

56.1 Basic entitlement

- (a) An Employee (other than a casual Employee) is entitled to four (4) weeks annual leave for each year of service with the Employer.
- (b) Part-time Employees will be entitled to annual leave on a pro rata basis. Where the ordinary hours for a part-time Employee have varied during the period of accrual, the average ordinary hours will be used to determine the Employee's annual leave entitlement.
- (c) An Employee's annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accrues from year to year.

56.2 Shiftworker Definition for NES Purposes

For the purposes of the NES a shiftworker is an Employee who is regularly rostered to work Sundays and public holidays.

56.3 Weekend Worker Definition

For the purposes of this clause, weekend worker means any Employee who in any one year of employment works a portion of his or her ordinary hours on a weekend.

56.4 Additional Week's Annual Leave

- (a) An Employee who is a weekend worker who works for more than four ordinary hours on 10 or more weekends is entitled to an additional week's annual leave on the same terms and conditions.
- (b) The provisions of this clause have the same effect and give an Employee an entitlement to annual leave that is the same as the entitlement of the Employee under the NES relating to shiftworkers under section 87(1)(b)(ii) of the Act.
- (c) An Employee's entitlement to annual leave under this clause operates in parallel with the Employee's NES entitlement, but not so as to give the Employee a double benefit.
- (d) A weekend worker whose employment is terminated at the end of a period of employment which is less than one year computed from the date of commencement of the employment, or the date upon which the Employee last became entitled to annual leave from the Employer, will be paid in addition to any other amounts due to the Employee, an amount equal to 1/48th of his or her ordinary pay in respect of that period of employment.

56.5 Taking of annual leave

- (a) Annual leave will be taken at a time or times as agreed between the Employer and Employee. Where an Employee requests a period of annual leave, agreement will not be unreasonably withheld by the Employer.
- (b) Where a public holiday occurs during a period when an Employee is on annual leave, the Employee is taken not to be on annual leave on that public holiday.
- (c) If the period during which an Employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave), or a period of absence from employment in accordance with clause 66 (Community Service Leave), the Employee is taken not to be on paid annual leave for the period of that other leave or absence.
- (d) No Employee will be recalled from annual leave, other than by mutual agreement between the Employer and Employee. The Employer will reimburse the Employee for any expenses incurred by the Employee as a result of a return to duty from a period of annual leave. Unsatisfied leave arising from a recall to duty will be fulfilled as soon as possible thereafter, by agreement between the Employer and Employee.
- (e) The amount of annual leave loading or penalties paid to an Employee in accordance with subclause 56.7 in respect of a period of annual leave that is subsequently converted to another type of leave will be deducted from any future entitlement under subclause 56.7 or payment upon termination of employment, where applicable.
- (f) To assist Employees in balancing their work and family responsibilities, an Employee may elect, with the consent of the Employer to accrue and carry forward any amount of annual leave for up to two years from the date of entitlement.
- (g) The Employer and an Employee may agree to defer the payment of annual leave loading in respect of single day annual leave absences until at least five annual leave days are taken by the Employee.

56.6 Payment for annual leave

- (a) If an Employee takes a period of paid annual leave, the Employer must pay the Employee their ordinary pay for the period of leave so taken.
- (b) **Ordinary pay**, for the purposes of this clause, means remuneration for the Employee's weekly number of hours during the period of leave taken, calculated at the ordinary time rate of pay pursuant to **Schedule 3C**.
- (c) The Employer will pay each Employee in advance before the commencement of a period of annual leave, his or her ordinary pay for the leave period.
- (d) Notwithstanding subclause 56.6(c) above, Employees employed by Royal Women's Hospital or Royal Children's Hospital will be required to give four (4) weeks written notice of a request for payment in advance. Such

payment will only be made by the Employer where the period of annual leave exceeds two weeks in aggregate.

- (e) If, when the employment of an Employee ends, the Employee has an accrued annual leave entitlement, the Employer must pay the Employee the amount that would have been payable to the Employee had they taken the period of accrued annual leave.

56.7 Annual Leave Loading

- (a) In addition to the ordinary pay as described in subclause 56.6(b), Employees not employed by Royal Women’s Hospital or Royal Children’s Hospital will receive either:
 - (i) Shift work premiums according to the roster or projected roster;
 - (ii) Saturday and Sunday premiums according to the roster or projected roster; or
 - (iii) annual leave loading equal to 17.5% of his or her wage, for his or her normal weekly hours, calculated at the ordinary time rate of pay, whichever is the higher.
- (b) Provided that the maximum annual leave loading payable under this clause will be no greater than 17.5% of the weekly rate specified in the table below in respect of the four week period, or proportionate amount in respect of a lesser period or periods:

Weekly Rate of Pay	Effective Date (FFPPOA)
\$1770.40	1 October 2016
\$1823.50	1 October 2017
\$1878.20	1 October 2018
\$1934.50	1 October 2019

- (c) In addition to the ordinary pay as described in subclause 56.6(b), Employees employed by Royal Women’s Hospital or Royal Children’s Hospital will receive:
 - (i) an amount of 17.5% loading on 4 weeks ordinary pay; or
 - (ii) in the case of a shift worker, a payment in accordance with the following formula: penalties paid during the period of accrual, divided by the hours of work during the same period, multiplied by 52.
- (d) The amount in respect of subclause 56.7(c) above will be paid on the Employee’s anniversary date.

56.8 Annual leave in advance

- (a) Annual leave may be taken in advance, by mutual agreement between the Employer and Employee.
- (b) Where annual leave is taken in advance, a further period of annual leave will not commence to accrue until after the expiration of the twelve months in which annual leave had been taken before it accrued.
- (c) Where annual leave has been taken in advance by an Employee and:
 - (i) the employment of the Employee is terminated before he or she has completed the year of employment in respect of which such annual leave has been taken; and
 - (ii) the sum paid by the Employer to the Employee as ordinary pay for the annual leave so taken exceeds the sum that the Employer is required to pay to the Employee under subclauses 56.6 and 56.7; then
 - (iii) the Employer will not be liable to make any payment to the Employee under subclause 56.6 or 56.7 and will be entitled to deduct the amount of such excess from any remuneration payable to the Employee upon termination of employment.

56.9 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under this subclause.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement.
- (c) Annual leave may only be cashed out by an Employee in conjunction with the Employee taking at least one week's annual leave, except in hardship circumstances.
- (d) An Employer and an Employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the Employee.
- (e) The agreement under this subclause must:
 - (i) state the amount of leave to be cashed out and the payment to be made to the employee for it;
 - (ii) state date on which the payment is to be made; and
 - (iii) be signed by the Employer and Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the Employee taken the leave at the time the payment is made.
- (g) An agreement under this subclause must not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.

- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The Employer must keep a copy of any agreement under this subclause as an employee record.

57. Purchased Leave

- 57.1** Full-time Employees may purchase additional annual leave, with the agreement of the Employer.
- 57.2** Full-time Employees may purchase up to 4 weeks additional leave per year and, with the agreement of the Employer, work between 48 and 51 weeks per year. Approval rests with the Employer, who may legitimately take into account operational needs and work requirements. Agreement will not be unreasonably withheld.
- 57.3** Where the Employer and Employee agree to a reduction in the number of working weeks, the Employee will receive additional leave as follows:

Period worked	Additional weeks' leave	Total weeks' leave
48/52 weeks	4 weeks	8 weeks
49/52 weeks	3 weeks	7 weeks
50/52 weeks	2 weeks	6 weeks
51/52 weeks	1 weeks	5 weeks

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

58. Personal/Carers Leave

The provisions of this clause apply to full time and regular part-time Employees. The personal/carer's leave entitlements of casual Employees are set out in subclause 58.7 (Casual Employees – Caring Responsibilities) below.

- 58.1 Amount of paid personal/carer's leave**
 - (a) Paid personal/carer's leave will be available to an Employee when they are absent because of:

- (i) personal illness or injury; or
 - (ii) personal illness or injury of an immediate family or household member who requires the Employee's care and support; or
 - (iii) an unexpected emergency affecting an immediate family or household member; or
 - (iv) the requirement to provide ongoing care and attention to another person who is wholly or substantially dependent on the Employee, provided that the care and attention is not wholly or substantially on a commercial basis.
- (b) The amount of personal/carer's leave to which a full-time Employee is entitled depends on the classification of the Employee and how long they have worked for the Employer.
- (c) Employees will accrue personal/carer's leave as follows:
- (i) one day will be available for each month of service in the first year of service;
 - (ii) 14 days will be available per annum in the second, third and fourth year of service; and
 - (iii) 21 days will be available per annum in each subsequent year of service.
- (d) For the avoidance of doubt a "day" means 7.6 hours and "days" has a corresponding meaning for the purposes of personal leave accrual.

58.2 Use of accumulated personal/carer's leave

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

58.3 Employee must give notice

- (a) Employees must give the Employer notice of the taking of personal/carer's leave.
- (b) The notice:
- (i) Must be given to the to the Employer as soon as practicable (which may be a time after the leave has started); and
 - (ii) Must advise the Employer of the period, or expected period, of the leave.
- (c) The Employer must provide and inform Employees of a procedure for the notification by Employees of their inability to attend work due to illness or injury. All such notifications will be registered, detailing the time and name of the Employee.

58.4 Evidence supporting claim

- (a) The Employer will require the Employee to provide evidence that would satisfy a reasonable person to support the taking of personal/carer's leave, provided that:
- (b) An Employee employed by Royal Women's Hospital or Royal Children's Hospital may be absent through personal illness or injury on six (6) days in any one year of service (as either single days or as two days at a time) without having to provide evidence to the Employer.
- (c) When taking leave to care for members of their immediate family or household who are ill or injured and require care and support, the Employee will, if required by the Employer, establish by production of a medical certificate or statutory declaration, the illness or injury of the person who requires care and support.
- (d) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the Employee must, if required by the Employer, establish by production of documentation acceptable to the Employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.
- (e) In normal circumstances, an Employee must not take leave to care for an immediate family or household member under this clause where another person has taken leave to care for the same person.
- (f) An Employee is not entitled to personal/carer's leave under this clause unless they have complied with the foregoing notice and evidence requirements.

58.5 Absence on public holidays

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

58.6 Unpaid personal/carer's leave

- (a) Where an Employee has exhausted all paid personal/carer's leave entitlements, he/she is entitled to take unpaid carer's leave to provide care and support in the circumstances outlined in subclause 58.1(a)(ii), (iii), or (iv). The Employer and the Employee will agree on the period. In the absence of agreement the Employee is entitled to take up to two (2) days' unpaid carer's leave per occasion.
- (b) No Employer will terminate the services of an Employee during the currency of any period of personal leave with the object of avoiding his or her obligations under this clause.

58.7 Casual Employees – Caring responsibilities

- (a) Casual Employees are entitled to be unavailable to attend work or to leave work:
 - (i) if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
 - (ii) upon the death in Australia of an immediate family or household member.
- (b) The Employer and the Employee will agree on the period for which the Employee will be entitled to be unavailable to attend work. In the absence of agreement, the Employee is entitled to not be unavailable to attend work for up to two (2) days per occasion. The casual Employee is not entitled to any payment for the period of non-attendance.
- (c) The Employer will require the casual Employee to provide satisfactory evidence to support the taking of this leave.
- (d) An Employer must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of the Employer to engage or not engage a casual Employee are otherwise not affected.

58.8 Portability of personal/carer's leave

- (a) Where an Employee transfers their employment from either an Employer covered by this Agreement or a community health centre registered pursuant to the *Health Services Act* 1988 (or the former *Hospitals and Charities Act* 1958) to an Employer covered by this Agreement, accumulated personal leave to his/her credit up to a maximum of 260 working days at the date of such transfer will be credited to him/her in his/her new employment as accumulated personal/carer's leave.
- (b) An Employee will produce a written statement from his/her previous Employer specifying the amount of accumulated personal/carer's leave standing to his/her credit at the time of leaving that employment.

58.9 Personal Leave and additional shifts above ordinary hours

No payment of personal leave will be made to Employee where the shift or hours not worked due to illness or injury are in addition to an Employee's ordinary hours of work. For the avoidance of doubt, this provision operates in relation to additional shifts or hours an Employee has been requested to work above their ordinary hours but subsequently cannot work those hours due to illness or injury. This provision does not apply where the Employee has been rostered additional shift or hours in advance, which are above their ordinary hours, in this case Employee's can still access their personal leave entitlements in accordance with this clause 58.

58.10 Personal/Carers Leave - St. Vincent's Hospital (Melbourne) Limited Only

This subclause 58.10 applies to St. Vincent's Hospital (Melbourne) Limited only.

- (a) From the time this Agreement comes into operation, St Vincent's Hospital (Melbourne) Limited will:
 - (i) Cease applying the income maintenance model described at clause 117 of the 2011 Agreement; and
 - (ii) Start crediting personal leave to Employees at the rate described at 58.1 relevant to the Employee based on that Employee's recognised continuous service.
- (b) This clause 58.10 will not affect an Employee's anniversary date for determining their years of service for the purposes of personal leave accrual.
- (c) This subclause 58.10 will not operate to create a retrospective entitlement prior to the operation of this Agreement.

Example:

On the date this Agreement comes into operation, an Employee at St Vincent's Hospital has 3 years service with an employer referred to in subclause 58.8(a)). As such, from this date the Employee will accrue 106 hours and 24 minutes (14 days) of personal leave per year of service, until they reach 5 years service with an Employer referred to in subclause 58.8(a)), at which time they will accrue 159 hours 36 minutes (21 days) of personal leave per year of service.

59. Compassionate Leave

59.1 What is compassionate leave?

- (a) Compassionate leave may be available under this clause to an Employee if a member of the Employee's immediate family or household:
 - (i) contracts or develops a personal illness or sustains a personal injury that poses a serious threat to their life; or
 - (ii) dies(a "permissible occasion").
- (b) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

59.2 Employees other than casual Employees

- (a) The provisions of this subclause apply to all Employees other than casual Employees. The entitlements of casual Employees are set out below.
- (b) An Employee is entitled to up to 2 ordinary days' paid leave, on each permissible occasion.

- (c) An Employee may take compassionate leave for a particular permissible occasion as:
 - (i) a single continuous 2 day period;
 - (ii) 2 separate periods of one day each; or
 - (iii) any separate periods to which the Employee and Employer agree.
- (d) An Employee may take unpaid additional compassionate leave by agreement with the Employer.

59.3 Casual Employees

Subject to the evidence requirements described below, a casual Employee is entitled to 2 days unpaid compassionate leave on each permissible occasion. Unpaid compassion leave under this subclause may be taken as:

- (a) a single continuous period,
- (b) two separate periods of one day each, or
- (c) any separate periods to which the Employee and Employer agree.

59.4 Evidence – all Employees

Proof of the injury, illness or death must be provided that would satisfy a reasonable person, if requested.

60. Pre-Natal Leave

- 60.1** An Employee required to attend pre-natal appointments or parenting classes that are only available or can only be attended during the Employee's ordinary rostered shift may, subject to the provision of satisfactory evidence of attendance, access his or her personal leave credit.
- 60.2** The Employee must give the Employer prior notice of the Employee's intention to take such leave.

61. Pre-adoption Leave

- 61.1** An Employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure.
- 61.2** The Employee and the Employer should agree on the length of the unpaid leave.
- 61.3** Where agreement cannot be reached the Employee is entitled to take up to two days unpaid leave.
- 61.4** Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.

62. Parental Leave

62.1 Structure of clause

This clause is structured as follows:

- (a) Definitions: subclause 62.2
- (b) Long parental leave – unpaid : subclause 62.3
- (c) Short parental leave – unpaid: subclause 62.4
- (d) Paid parental leave: subclause 62.5
- (e) Notice and evidence requirements: subclause 62.6
- (f) Parental leave associated with the birth of a Child – additional provisions: subclause 62.7
- (g) Unpaid pre-adoption leave: subclause 62.8
- (h) Where placement does not proceed or continue: subclause 62.9
- (i) Special maternity leave: subclause 62.10
- (j) Variation of period of unpaid parental leave (up to 12 months): subclause 62.11
- (k) Right to request extension of period of unpaid parental leave beyond 12 months: subclause 62.12
- (l) Parental leave and other entitlements: subclause 62.13
- (m) Transfer to a safe job: subclause 62.14
- (n) Returning to work after a period of parental leave: subclause 62.15
- (o) Replacement Employees: subclause 62.16
- (p) Communication during parental leave – organisational change: subclause 62.17
- (q) Keeping in touch days: subclause 62.18

Other provisions associated with parental leave are also included in this Agreement. Specifically, prenatal leave at clause 60, flexible working arrangements which includes the right to request to return from parental leave on a part-time basis at clause 89, leave to attend interviews and examinations relevant to adoption leave (pre-adoption leave) at clause 61 and breastfeeding at clause 63.

62.2 Definitions

For the purposes of this clause:

- (a) **Child** means:
 - (i) in relation to birth-related leave, a child (or children from a multiple birth) of the Eligible Employee or the Eligible Employee's Spouse; or
 - (ii) in relation to adoption-related leave, a child (or children) under 16 (as at the day of placement or expected day of placement) who is placed or who is to be placed with the Eligible Employee for the purposes of adoption, other than a child or step-child of the Eligible Employee or of the Spouse of the Eligible Employee or a child who

has previously lived continuously with the Eligible Employee for a period of six months or more (Adopted Child).

- (b) **Continuous Service** includes continuous service with one and the same Employer or continuous service with more than one Employer including Institutions or Statutory Bodies (as defined at subclause 64.6), and includes any period of employment that would count as service under the Act.
- (c) **Eligible Casual Employee** means an Employee employed by the Employer in casual employment on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months and who has, but for the birth or expected birth of a Child or the decision to adopt a Child, a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.
- (d) **Eligible Employee** for the purposes of this clause 62 means an Employee who has at least 12 months' Continuous Service or an Eligible Casual Employee as defined above.
- (e) **Employee Couple** has the same meaning as under the Act.
- (f) **Long Parental Leave** means the 52 weeks' parental leave an Eligible Employee may take under subclause 62.3. A person taking Long Parental Leave under subclause 62.3 is the Primary Carer for the purpose of this clause.
- (g) **Primary Carer** means the person who has responsibility for the care of the Child. Only one person can be the Child's Primary Carer on a particular day.
- (h) **Short Parental Leave** means the up to eight weeks' concurrent parental leave an Eligible Employee who will not be the Primary Carer of a Child may take under subclause 62.4.
- (i) **Spouse** includes a person to whom the Eligible Employee is married and a de facto partner, former spouse or former de facto spouse of the Employee. A de facto Spouse means a person who lives with the Employee as husband, wife or same-sex partner on a bona fide domestic basis.

62.3 Long Parental Leave – Unpaid

- (a) An Eligible Employee is entitled to 12 months' unpaid Long Parental Leave if:
 - (i) the leave is associated with:
 - (ii) the birth of a Child of the Eligible Employee or the Eligible Employee's Spouse ; or
 - (iii) the placement of a Child with the Eligible Employee for adoption; and
 - (iv) the Eligible Employee is the Primary Carer.
- (b) The Eligible Employee must take the leave in a single continuous period.

- (c) Where an Eligible Employee is a member of an Employee Couple, except as provided at subclause 62.4 (Short Parental Leave – Unpaid), parental leave must be taken by only one parent of an Employee Couple at a time in a single continuous period.
- (d) Each member of an Employee Couple may take a separate period of up to 12 months of Long Parental Leave less any period of Short Parental Leave taken by the Eligible Employee.
- (e) An Eligible Employee may be able to extend a period of unpaid parental leave in accordance with subclause 62.12.

62.4 Short Parental Leave – Unpaid

- (a) This clause applies to an Eligible Employee who is a member of an Employee Couple.
- (b) An Eligible Employee who will not be the Primary Carer of a Child may take up to eight weeks' leave concurrently with any parental leave taken by the parent who will be the Primary Carer. Short Parental Leave may be taken in separate periods but, unless the Employer agrees, each period must not be shorter than two weeks.
- (c) The period of Short Parental Leave will be deducted from the period of Long Parental Leave to which the Eligible Employee is entitled under subclause 62.3 (if applicable).

62.5 Paid Parental Leave

- (a) Upon an Eligible Employee commencing parental leave:
 - (i) a Primary Carer taking Long Parental Leave will be entitled to 10 weeks' paid parental leave and superannuation in accordance with subclause 25.8; and
 - (ii) a non-Primary Carer taking Short Parental Leave will be entitled to one week's paid parental leave;
 - (iii) save that an Eligible Employee who has taken Short Parental Leave does not also receive the Long Parental Leave entitlement at (i), even if the Eligible Employee later takes Long Parental Leave.
- (b) Paid parental leave is in addition to any relevant Commonwealth Government paid parental leave scheme (subject to the requirements of any applicable legislation)
- (c) The Employer and Eligible Employee may reach agreement as to how the paid parental leave under this Agreement is paid. For example, such leave may be paid in smaller amounts over a longer period, consecutively or concurrently with any relevant Commonwealth Government parental leave scheme (subject to the requirements of any applicable legislation) and may include a voluntary contribution to superannuation.
- (d) Such agreement must be in writing and signed by the parties. The Eligible Employee must nominate a preferred payment arrangement at least four weeks prior to the expected date of birth or date of placement of the Child.

In the absence of agreement, such leave will be paid during the ordinary pay periods corresponding with the period of the leave.

- (e) The paid parental leave prescribed by this clause will be concurrent with any relevant unpaid entitlement prescribed by the NES / this Agreement.

62.6 Notice and evidence requirements

- (a) An Employee must give at least 10 weeks written notice of the intention to take parental leave, including the proposed start and end dates. At this time, the Employee must also provide a statutory declaration stating:
 - (i) that the Employee will become either the Primary Carer or non-Primary Carer of the Child, as appropriate;
 - (ii) the particulars of any parental leave taken or proposed to be taken or applied for by the Employee's Spouse; and
 - (iii) that for the period of parental leave the Employee will not engage in any conduct inconsistent with their contract of employment.
- (b) At least four weeks before the intended commencement of parental leave, the Employee must confirm in writing the intended start and end dates of the parental leave, or advise the Employer of any changes to the notice provided in subclause 62.6(a), unless it is not practicable to do so.
- (c) The Employer may require the Employee to provide evidence which would satisfy a reasonable person of:
 - (i) in the case of birth-related leave, the date of birth of the Child (including without limitation, a medical certificate or certificate from a registered midwife, stating the date of birth or expected date of birth); or
 - (ii) in the case of adoption-related leave, the commencement of the placement (or expected day of placement) of the Child and that the Child will be under 16 years of age as at the day of placement or expected day of placement.
- (d) An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by the birth of the Child or placement occurring earlier than the expected date or in other compelling circumstances. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.

62.7 Parental leave associated with the birth of a Child – additional provisions

- (a) Subject to the limits on duration of parental leave set out in this Agreement and unless agreed otherwise between the Employer and Eligible Employee, an Eligible Employee who is pregnant may commence Long Parental Leave at any time up to six weeks immediately prior to the expected date of birth.
- (b) **Six weeks before the birth**

- (i) Where a pregnant Eligible Employee continues to work during the six week period immediately prior to the expected date of birth, the Employer may require the Eligible Employee to provide a medical certificate stating that she is fit for work and, if so, whether it is inadvisable for her to continue in her present position because of illness or risks arising out of the Eligible Employee's pregnancy or hazards connected with the position.
- (ii) Where a request is made under subclause 62.7(b)(i) and an Eligible Employee:
 - A. does not provide the Employer with the requested certificate within seven days of the request; or
 - B. within seven days after the request, the Eligible Employee gives the Employer a medical certificate stating that the Eligible Employee is not fit for work;
 - C. the Employer may require the Eligible Employee to commence their parental leave as soon as practicable.
- (iii) Where a request is made under subclause 62.7(b)(i) and an Eligible Employee provides a medical certificate that states that the Eligible Employee is fit for work but it is inadvisable for the Eligible Employee to continue in her present position during a stated period, subclause 62.14 (Transfer to a safe job) will apply.

62.8 Unpaid pre-adoption leave

Employees' entitlement to pre-adoption leave is set out at clause 61 (Pre-adoption leave).

62.9 Where placement does not proceed or continue

- (a) Where the placement of the Child for adoption with an Eligible Employee does not proceed or continue, the Eligible Employee must notify the Employer immediately.
- (b) Where the Eligible Employee had, at the time, started a period of adoption-related leave in relation to the placement, the Eligible Employee's entitlement to adoption-related leave is not affected, except where the Employer gives written notice under subclause 62.9(c).
- (c) The Employer may give the Eligible Employee written notice that, from a stated day no earlier than four weeks after the day the notice is given, any untaken long adoption-related leave is cancelled with effect from that day.
- (d) Where the Eligible Employee wishes to return to work due to a placement not proceeding or continuing, the Employer must nominate a time not exceeding four weeks from receipt of notification for the Eligible Employee's return to work.

62.10 Special maternity leave

- (a) Entitlement to unpaid special birth-related leave

A female Eligible Employee is entitled to a period of unpaid special leave if she is not fit for work during that period because:

- (i) she has a pregnancy-related illness; or
 - (ii) she has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the Child otherwise than by the birth of a living Child.
- (b) A female Eligible Employee who has an entitlement to personal leave may, in part or whole, take personal leave instead of unpaid special leave under this clause.
- (c) Where the pregnancy ends more than 28 weeks from the expected date of birth of the Child, the Eligible Employee is entitled to access any paid and/or unpaid personal leave entitlements in accordance with the relevant personal leave provisions.

(d) Entitlement to paid special birth-related leave

- (i) A female Eligible Employee is entitled to a period of paid special leave if the pregnancy terminates at or after the completion of 20 weeks' gestation or the Eligible Employee gives birth but the baby subsequently dies.
- (ii) Paid special leave is paid leave not exceeding the amount of paid leave available to Primary Carers under subclause 62.5(a)(i) (plus superannuation).
- (iii) Paid special leave is in addition to any unpaid special leave taken under subclause 62.10(b).
- (iv) Paid leave available to non-Primary Carers under subclause 62.5(a)(ii) will also apply in these circumstances.

(e) Evidence

If an Eligible Employee takes leave under this clause the Employer may require the Eligible Employee to provide evidence that would satisfy a reasonable person of the matters referred to in subclause 62.10(a)(i) or 62.10(a)(ii) or to provide a certificate from a registered medical practitioner. The Eligible Employee must give notice to the Employer as soon as practicable, advising the Employer of the period or the expected period of the leave under this provision.

62.11 Variation of period of unpaid parental leave (up to 12 months)

- (a) Where an Eligible Employee has:
- (i) given notice of the taking of a period of Long Parental Leave under subclause 62.3 ; and
 - (ii) the length of this period of Long Parental Leave as notified to the Employer is less than the Eligible Employee's available entitlement to Long Parental Leave; and

- (iii) the Eligible Employee has commenced the period of Long Parental Leave,
 - (iv) the Eligible Employee may apply to the Employer to extend the period of parental leave on one occasion. Any extension is to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in subclause 62.3 or subclause 62.12.
- (b) If the Employer and Eligible Employee agree, the Eligible Employee may further change the period of parental leave.

62.12 Right to request an extension of period of unpaid parental leave beyond 12 months

- (a) An Eligible Employee entitled to Long Parental Leave pursuant to the provisions of subclause 62.3 may request the Employer to allow the Eligible Employee to extend the period of Long Parental Leave by a further continuous period of up to 12 months immediately following the end of the available parental leave.

(b) Request to be in writing

The request must be in writing and must be given to the Employer at least four weeks before the end of the available parental leave period.

(c) Response to be in writing

The Employer must give the Eligible Employee a written response to the request stating whether the Employer grants or refuses the request. The response must be given as soon as practicable, and not later than 21 days, after the request is made.

(d) Refusal only on reasonable business grounds

The Employer may only refuse the request on reasonable business grounds.

(e) Reasons for refusal to be specified

If the Employer refuses the request, the written response must include details of the reasons for the refusal.

(f) Reasonable opportunity to discuss

The Employer must not refuse the request unless the Employer has given the Eligible Employee a reasonable opportunity to discuss the request.

(g) Employee Couples

Where a member of an Employee Couple is requesting an extension to a period of Long Parental Leave in relation to a Child:

- (i) the request must specify any amount of Long Parental Leave that the other member of the Employee Couple has taken, or will have taken in relation to the Child before the extension starts;

- (ii) the period of extension cannot exceed 12 months, less any period of Long Parental Leave that the other member of the Employee Couple has taken, or will have taken, in relation to the Child before the extension starts;
- (iii) the amount of Long Parental Leave to which the other member of the Employee Couple is entitled under subclause 62.3 in relation to the Child is reduced by the period of the extension.

(h) No extension beyond 24 months

An Eligible Employee is not entitled to extend the period of Long Parental Leave beyond 24 months after the date of birth or day of placement of the Child.

62.13 Parental leave and other entitlements

An Eligible Employee may use any accrued annual leave or long service leave entitlements concurrently with Long Parental Leave, save that taking that leave does not have the effect of extending the period of Long Parental Leave.

62.14 Transfer to a safe job

- (a) Where an Employee is pregnant and provides evidence that would satisfy a reasonable person that she is fit for work but it is inadvisable for the Employee to continue in her present position for a stated period (the risk period) because of:
 - (i) illness or risks arising out of the pregnancy, or
 - (ii) hazards connected with the position,
 - (iii) the Employee must be transferred to an appropriate safe job if one is available for the risk period, with no other change to the Employee's terms and conditions of employment.

(b) Paid no safe job leave

If:

- (i) subclause 62.14(a) applies to a pregnant Eligible Employee but there is no appropriate safe job available; and
 - (ii) the Eligible Employee is entitled to Long Parental Leave; and
 - (iii) the Eligible Employee has complied with the notice of intended start and end dates of leave and evidence requirements under subclause 62.6 for taking Long Parental Leave;
- (c) then the Eligible Employee is entitled to paid no safe job leave for the risk period.
 - (d) If the Eligible Employee takes paid no safe job leave for the risk period, the Employer must pay the Eligible Employee at the Eligible Employee's rate of pay set out in **Schedule 3B** for the Eligible Employee's ordinary hours of work in the risk period.

- (e) This entitlement to paid no safe job leave is in addition to any other leave entitlement the Eligible Employee may have.
- (f) If an Eligible Employee, during the six week period before the expected date of birth, is on paid no safe job leave, the Employer may request that the Eligible Employee provide a medical certificate within seven (7) days stating whether the Eligible Employee is fit for work.
- (g) If, the Eligible Employee has either:
 - (i) not complied with the request from the Employer under (e) above; or
 - (ii) provided a medical certificate stating that she is not fit for work; then

the Eligible Employee is not entitled to no safe job leave and the Employer may require the Eligible Employee to take parental leave as soon as practicable.

(h) Unpaid no safe job leave

If:

- (i) subclause 62.14(a) applies to a pregnant Employee but there is no appropriate safe job available; and
- (ii) the Employee will not be entitled to Long Parental Leave as at the expected date of birth; and
- (iii) the Employee has given the Employer evidence that would satisfy a reasonable person of the pregnancy if required by the Employer (which may include a requirement to provide a medical certificate),

the Employee is entitled to unpaid no safe job leave for the risk period.

62.15 Returning to work after a period of parental leave

- (a) An Eligible Employee must confirm to the Employer that the Eligible Employee will return to work as scheduled after a period of Long Parental Leave at least four weeks prior to the end of the leave, or where that is not practicable, as soon as practicable.
- (b) An Eligible Employee will be entitled to return:
 - (i) unless subclause 62.15(b)(ii) or subclause 62.15(b)(iii) applies, to the position which they held immediately before proceeding on parental leave;
 - (ii) if the Eligible Employee was promoted or voluntarily transferred to a new position (other than to a safe job pursuant to subclause 62.14), to the new position;
 - (iii) if subclause 62.15(b)(ii) does not apply, and the Eligible Employee began working part-time because of the pregnancy of the Eligible Employee, or his or her Spouse, to the position held immediately before starting to work part-time.

- (c) Subclause 62.15(b) is not to result in the Eligible Employee being returned to the safe job to which the Eligible Employee was transferred under subclause 62.14. In such circumstances, the Eligible Employee will be entitled to return to the position held immediately before the transfer.
- (d) Where the relevant former position (per subclauses 62.15(b) and 62.15(c) above) no longer exists, an Eligible Employee is entitled to return to an available position for which the Eligible Employee is qualified and suited nearest in status and pay to that of their pre-parental leave position.
- (e) The Employer must not fail to re-engage an Eligible Employee because:
 - (i) the Eligible Employee or Eligible Employee's Spouse is pregnant; or
 - (ii) the Eligible Employee is or has been immediately absent on parental leave.
- (f) The rights of the Employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

62.16 Replacement Employees

- (a) A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Eligible Employee proceeding on parental leave.
- (b) Before the Employer engages a replacement Employee, the Employer must inform that person of the temporary nature of the employment and of the rights of the Eligible Employee who is being replaced to return to their pre-parental leave position.

62.17 Communication during parental leave – organisational change

- (a) Where an Eligible Employee is on parental leave and the Employer proposes a change that will have a significant effect within the meaning of clause 6 (Consultation) of this Agreement on the Eligible Employee's pre-parental leave position, the Employer will comply with the requirements of clause 6 (Consultation) which include but are not limited to providing:
 - (i) information in accordance with subclause 6.4; and
 - (ii) an opportunity for discussions with the Eligible Employee and, where relevant, the Eligible Employee's representative in accordance with subclause 6.6.
- (b) The Eligible Employee will take reasonable steps to inform the Employer about any significant matter that arises whilst the Eligible Employee is taking parental leave that will affect the Eligible Employee's decision regarding the duration of parental leave to be taken, whether the Eligible Employee intends to return to work and whether the Eligible Employee intends to request to return to work on a part-time basis.

- (c) The Eligible Employee will also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with subclause 62.17.

62.18 Keeping in touch days

- (a) This clause does not prevent an Eligible Employee from performing work for the Employer on a keeping in touch day while the Eligible Employee is taking Long Parental Leave. If the Eligible Employee does so, the performance of that work does not break the continuity of the period of Long Parental Leave.
- (b) Any day or part of a day on which the Eligible Employee performs work for the Employer during the period of leave is a keeping in touch day if:
 - (i) the purpose of performing the work is to enable the Eligible Employee to keep in touch with his or her employment in order to facilitate a return to that employment after the end of the period of leave; and
 - (ii) both the Eligible Employee and Employer consent to the Eligible Employee performing work for the Employer on that day; and
 - (iii) the day is not within:
 - A. if the Eligible Employee suggested or requested that they perform work for the Employer on that day – 14 days after the date of birth, or day of placement, of the Child to which the period of leave relates; or
 - B. otherwise – 42 days after the date of birth, or day of placement, of the Child; and
 - (iv) the Eligible Employee has not already performed work for the Employer or another entity on ten days during the period of leave that were keeping in touch days.
- (c) The Employer must not exert undue influence or undue pressure on an Eligible Employee to consent to a keeping in touch day.
- (d) For the purposes of subclause 62.18(b)(iv) the following will be treated as two separate periods of unpaid parental leave:
 - (i) a period of Long Parental Leave taken during the Eligible Employee's available parental leave period under subclause 62.3; and
 - (ii) an extension of the period of Long Parental Leave under subclause 62.12.

63. Breastfeeding

63.1 Paid break

The Employer will provide reasonable paid break time for an Employee to express breast milk for her nursing child each time such Employee has need to express

the milk, or breastfeed the child within the workplace, for one year after the child's birth.

63.2 Place to express or feed

The Employer will also provide a comfortable place, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public, which may be used by an Employee to express breast milk or breastfeed a child in privacy.

63.3 Storage

Appropriate refrigeration will be available in proximity to the area referred to in subclause 63.2 for breast milk storage. Responsibility for labelling, storage and use lies with the Employee.

64. Long Service Leave

64.1 Entitlement

- (a) An Employee will be entitled to long service leave with pay, in respect of continuous service with one and the same Employer, or service with Institutions or Statutory Bodies, in accordance with the provisions of this clause.
- (b) Subject to subclause 64.3 below, the amount of such entitlement will be:
 - (i) on the completion by the Employee of fifteen years' continuous service six months' long service leave; and
 - (ii) thereafter an additional two months' long service leave on the completion of each additional five years' service.
 - (iii) in addition, in the case of an Employee who has completed more than fifteen years' service and whose employment is terminated otherwise than by the death of the Employee, an amount of long service leave equal to 1/30th of the period of his/her service since the last accrual of entitlement to long service leave under subclause 64.1(b)(i).
 - (iv) in the case of an Employee who has completed at least ten years' service, but less than fifteen years' service, and whose employment is terminated for any cause other than serious and wilful misconduct, such amount of long service leave as equals 1/30th of the period of service.
- (c) For the purpose of determining the entitlement of an Employee in respect of a period of employment beginning before 30 December 1964, and ending after the said date, so much of that service as was completed before the said date will be reduced by one quarter.

64.2 Service entitling to leave

- (a) Subject to this subclause the service of an Employee with an Institution or Statutory Body will include service for which long service leave, or payment

in lieu, has not been received, in one or more Institutions including Statutory Bodies directly associated with such Institutions or Institution for the periods required by subclause 64.1 above.

- (b) Subject to this subclause service will also include all periods during which an Employee was serving in Her Majesty's Forces or was made available by the Employer for National Duty.
- (c) For the purposes of this clause service will be deemed to be continuous notwithstanding:
 - (i) the taking of any annual leave, long service leave, or other paid leave approved in writing by the Employer and not covered by subclause 64.2(c)(ii) or 64.2(c)(iv) below;
 - (ii) any absence from work of not more than fourteen days in any year on account of illness of injury or if applicable such longer period as provided in clause 58 (Personal/Carer's Leave);
 - (iii) any interruption or ending of the employment by the Employer if such interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
 - (iv) any absence on account of injury arising out of or in the course of the employment of the Employee for a period during which payment is made under clause 27(Accident Pay);
 - (v) any unpaid leave of absence of the Employee where the absence is authorised in advance in writing by the Employer to be counted as service;
 - (vi) any interruption arising directly or indirectly from an industrial dispute;
 - (vii) any period of absence from employment between the engagement with one of the said Institutions or Statutory Bodies and another (or re-engagement with the same Institution or Statutory Body) provided it is less than the Employee's allowable period of absence from employment. An Employee's allowable period of absence from employment will be five weeks in addition to the total period of paid annual and/or sick leave that the Employee actually received on termination or for which he/she is paid in lieu;
 - (viii) the dismissal of an Employee if the Employee is re-employed within a period not exceeding two months from the date of such dismissal;
 - (ix) any absence from work of a female Employee for a period not exceeding twelve months or longer as agreed under clause 62.12 in respect of any pregnancy;
 - (x) any other absence of an Employee by leave of the Employer, or on account of injury arising out of or in the course of his/her employment not covered by subclause 64.2(c)(iv).

- (d) In calculating the period of continuous service of any Employee, an interruption or absence of a kind mentioned in subclauses 64.2(c)(i) to (v) will be counted as part of the period of his/her service, but any interruption or absence of a kind mentioned in subclauses 64.2(c)(vi) to (x) will not be counted as part of the period of service unless it is so authorised in writing by the Employer.
- (e) The onus of proving a sufficient aggregate of service to support a claim for any long service leave entitlement will at all times rest upon the Employee concerned. A certificate in the following form will constitute acceptable proof:

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

- (f) Every Employer will keep, or cause to be kept, a long service leave record for each Employee, containing particulars of service, leave taken and payments made.
- (g) In the case of Employees employed by Royal Women’s Hospital or Royal Children’s Hospital, the Employer may recognise service with Employer’s not recognised under subclause 64.2(a) to (d), provided such recognition is negotiated and agreed between the Employer, the previous Employer and the new Employee at the time of engagement.

64.3 Payment in lieu of long service leave on the death of an Employee

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

64.4 Payment for period of leave

- (a) Payment to an Employee in respect of long service leave will be made in one of the following ways:
 - (i) in full in advance when the Employee commences his/her leave; or

- (ii) at the same time as payment would have been made if the Employee had remained on duty; in which case payment will, if the Employee in writing so requires, be made by cheque posted to a specified address; or
 - (iii) in any other way agreed between the Employer and the Employee.
- (b) Where the employment of an Employee is for any reason terminated before he/she takes any long service leave to which he/she is entitled, or where any long service leave accrues to an Employee pursuant to subclause 64.1(b)(ii), the Employee will subject to the provisions of subclause 64.4(c) be entitled to pay in respect of such leave as at the date of termination employment.
- (c) Where any long service leave accrues to an Employee pursuant to subclause 64.1(b)(iii) the Employee will be entitled to pay in respect of such leave as at the date of termination of employment.
- (d) Provided in the case of an Employee of an Institution or Statutory Body who accrues entitlement pursuant to subclause 64.1(b)(iii) and who intends to be re-employed by another Institution or Statutory Body:
 - (i) such an Employee may in writing request payment in respect of such leave to be deferred until after the expiry of the Employee's allowable period of absence from employment provided in subclause 64.2(c)(vii); and
 - (ii) except where the Employee gives the Employer notice in writing that the Employee has been employed by another Institution or Statutory Body, the Employer will make payment in respect of such leave at the expiry of the Employee's allowable period of absence from employment; and
 - (iii) where the Employee gives the Employer notice in writing that the Employee has been employed by another Institution or Statutory Body the Employer is no longer required to make payment to the Employee in respect of such leave.
- (e) Where an increase occurs in the ordinary time rate of pay during any period of long service leave taken by the Employee, the Employee will be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

64.5 Taking of leave

- (a) When an Employee becomes entitled to long service leave such leave will be granted by the Employer within six months from the date of the entitlement, but the taking of such leave may be postponed to such date as is mutually agreed, or in default of agreement as is determined by the Commission; provided that no such determination will require such leave to commence before the expiry of six months from the date of such determination.

- (b) Employees employed by Royal Women's Hospital or Royal Children's Hospital who become entitled to long service leave and do not take such leave within two years will be required to take an amount of leave to reduce their entitlement to no more than three (3) months, unless deferment of the leave has been approved in writing by the Employer.
- (c) Any long service leave will be inclusive of any public holiday occurring during the period when the leave is taken.
- (d) An Employee may elect to take their long service leave in any number of periods of no less than one week as agreed between the Employee and the Employer or as otherwise agreed under clause 20 (Transition to Retirement).
- (e) An Employee may, subject to approval by the Employer convert their long service leave entitlement in one of the following ways:
 - (i) take a period of leave equal to double the period of leave accrued at half the ordinary rate of pay for the period of approved leave; or
 - (ii) take a period of leave equal to half of the leave accrued at double the ordinary rate of pay for the period of approved leave.
- (f) In addition to subclause 64.5(d) above, Employees employed by Royal Women's Hospital or Royal Children's Hospital who have completed more than 10 years' service may, subject to approval by the Employer, elect to reduce their entitlement by 50% and receive payment at their remuneration in lieu of taking such leave. In applying this provision, an Employee can not reduce his/her entitlement to less than two (2) months' leave.
- (g) Where an Employee makes a request under subclause 64.5(d), approval will not be unreasonably withheld by the Employer.
- (h) An Employer may, by agreement with an Employee, grant long service leave to the Employee before the entitlement to that leave has accrued, provided that such leave will not be granted before the Employee has completed ten years' service.
- (i) Where the employment of an Employee who has taken long service leave in advance is subsequently terminated for serious and wilful misconduct before entitlement to long service leave has accrued, the Employer may, from whatever remuneration is payable to the Employee upon termination, deduct and withhold an amount equivalent to the amount paid to the Employee in respect of the leave in advance.

64.6 Definitions

For the purpose of this clause the following definitions apply:

- (a) **Pay** means remuneration for an Employee's normal weekly hours of work calculated at the Employees' ordinary time rate of pay provided in **Schedule 3B** at the time the leave is taken or (if he/she dies before the completion of leave so taken) as at the time of his/her death; and will include any allowances usually paid, and will also include the amount of any increase to

the Employee's ordinary time rate of pay which occurred during the period of leave as from the date of such increase operates provided that where accommodation is made available to an Employee during his/her period of leave.

- (b) **Month** means a Calendar Month.
- (c) **Institution** means any hospital or benevolent home, community health centre, Society or Association registered pursuant to the *Health Services Act* 1988 (or the former *Hospital and Charities Act* 1958), or the Cancer Institute constituted under the *Cancer Act* 1958, or the Fairfield Hospital Board or the Bush Nursing Association, and successors thereto.
- (d) **Statutory Body** means the Hospital and Charities Commission of Victoria, the Department of Human Services and/or the Nursing Board of Victoria, and successors thereto.
- (e) **Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and “transmitted” has a corresponding interpretation.

65. Public Holidays

65.1 Entitlement to be absent on a public holiday

- (a) An Employee is entitled to be absent from his or her employment on a day or part-day that is a public holiday in the place where the Employee is based for work purposes.
- (b) However, an Employer may request an Employee to work on a public holiday if the request is reasonable.
- (c) If an Employer requests an Employee to work on a public holiday, the Employee may refuse the request if:
 - (i) the request is not reasonable; or
 - (ii) the refusal is reasonable.
- (d) In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:
 - (i) the nature of the Employer's workplace or enterprise (including its operational requirements), and the nature of the work performed by the Employee;
 - (ii) the Employee's personal circumstances, including family responsibilities;
 - (iii) whether the Employee could reasonably expect that the Employer might request work on the public holiday;
 - (iv) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday;

- (v) the type of employment of the Employee (for example, whether full-time, part-time, casual or shiftwork);
- (vi) the amount of notice in advance of the public holiday given by the Employer when making the request;
- (vii) in relation to the refusal of a request – the amount of notice in advance of the public holiday given by the Employee when refusing the request; and
- (viii) any other relevant matter.

65.2 Meaning of public holiday

Employees will be entitled to the following public holidays:

- (a) 1 January (New Year's Day)
- (b) 26 January (Australia Day)
- (c) Labour Day
- (d) Good Friday
- (e) Easter Saturday
- (f) Easter Monday
- (g) 25 April (ANZAC Day)
- (h) Queen's Birthday
- (i) Melbourne Cup Day
- (j) 25 December (Christmas Day)
- (k) 26 December (Boxing Day)

65.3 Additional / Substitute Days

- (a) When Christmas Day falls on a Saturday or Sunday, a holiday in lieu thereof will be observed on 27 December.
- (b) When Boxing Day falls on a Saturday or Sunday, a holiday in lieu thereof will be observed on 28 December
- (c) When New Year's Day falls on a Saturday or Sunday a holiday in lieu thereof will be observed on the next Monday
- (d) When Australia Day falls on a Saturday or Sunday a holiday in lieu thereof will be observed on the next Monday
- (e) When ANZAC Day falls on a Sunday, a holiday in lieu thereof will be observed on the following Monday.
- (f) When ANZAC Day falls on Easter Monday, a holiday in lieu thereof will be observed on the following Tuesday.
- (g) Where in the State or Locality, public holidays are declared or prescribed on days other than those set out in subclause 65.2 and subclause 65.3 above, those days will constitute additional holidays for the purposes of Section 3.

65.4 Substitute Days

- (a) An Employer and their Employees may agree to substitute another day for any prescribed in this clause. For this purpose the consent of the majority of affected Employees will constitute agreement.
- (b) An agreement pursuant to subclause 65.4(a) will be recorded in writing and be available to every affected Employee.
- (c) The HWU will be informed of an agreement made in accordance with subclause 65.4(a) and will have seven days in which to refuse to accept it. The HWU will not unreasonably refuse to accept an agreement made under subclause 65.4(a).
- (d) If the HWU refuses to accept an agreement made under subclause 65.4(a), the parties will seek to resolve the matter in accordance with clause 6 (Dispute Resolution Procedures) of Section 3.

65.5 Substitution of religious public holidays

- (a) Subject to the ongoing operational needs of the Employer, an Employee may, with the prior agreement of the Employer, substitute a public holiday as defined in this clause with a nominated religious holiday that is not a defined public holiday.
- (b) Where a religious holiday is nominated to be a substitute and the Employee works on the defined public holiday they will be paid at ordinary time and will be allowed time off on the nominated religious day without loss of pay. Applications are to be made at least one month in advance of the date on which the nominated religious holiday occurs, and the public holiday being substituted.

65.6 Payment for work on public holiday

- (a) Employees will be paid double time and one half for all time worked on a public holiday; or
- (b) If the Employer and Employee so agree, the Employee may receive ordinary pay for the time so worked plus either:
 - (i) time off equivalent to one and one half times the hours worked – within four weeks of the public holiday; or
 - (ii) one and one half times the hours worked added to his or her annual leave.
- (c) Subclause 65.6(b) above does not apply to Employees employed by Royal Women’s Hospital or Royal Children’s Hospital.
- (d) If the public holiday falls on the Employee’s rostered day off, he or she will be entitled to one ordinary day’s pay or, if the Employer and Employer so agree:
 - (i) the Employee may take one day off within four weeks of the public holiday; or
 - (ii) have one day added to his or her annual leave.

65.7 Easter Saturday public holiday

- (a) An Employee who ordinarily works Monday to Friday only and who does not work on Easter Saturday will, notwithstanding anything elsewhere in this clause, be entitled to:
 - (i) one day's pay in respect of Easter Saturday; or
 - (ii) where there is mutual consent, within four weeks following the date on which such holiday occurred, the Employee may take on day off in lieu; or
 - (iii) have one day added to their annual leave.
- (b) Subclause 65.7(a) above does not apply to Employees employed by Royal Women's Hospital or Royal Children's Hospital.

65.8 Payment for absence on public holiday

If an Employee is absent from his or her employment on a day or part-day that is a public holiday, the Employer must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work on the day or part-day.

65.9 Public holidays and Accrued Days Off

Where an Employee's accrued day off falls on a public holiday, another day will be determined by the Employer to be taken in lieu thereof, within the same 4-week cycle (where practicable).

65.10 Public holidays and part-time Employees

- (a) Subject to subclause 65.10(b), a regular part-time Employee who is not ordinarily required to work on the day on which a public holiday is observed will not be entitled to payment for such public holiday unless they are required to work on that day.
- (b) In determining whether a part-time Employee who works a rotating roster is entitled to receive the 'rostered off' Agreement benefits for a particular public holiday not worked, the Employer will review the roster pattern of the individual over the preceding six months. If the rosters show that the Employee has worked 50% or more of the days on which a particular public holiday falls, the Employee will be entitled to receive the 'rostered off' benefit for that public holiday.

65.11 Public Holidays – Royal Women's Hospital and Royal Children's Hospital

This clause only applies to Managers and Administrative Workers employed by Royal Women's Hospital or Royal Children's Hospital.

- (a) An Employee may, with the approval of the relevant Department Head, substitute a public holiday with a nominated religious holiday. Such approval will be subject to the operational requirements of the Employer.
- (b) Where a religious holiday is nominated to be a substitute for a public holiday, in accordance with subclause 65.11(a) above, the Employee will be paid at the ordinary time rate for work performed on the public holiday.

- (c) Applications under subclause 65.11(a) will be made one month in advance of a given public holiday falling due.
- (d) At the beginning of every calendar year, or at the anniversary date of the Agreement, Departments/Units/Services that do not require a full complement of Employees for public holidays will notify Employees of the work arrangements for those public holidays.
- (e) Employees can elect to work up to five (5) public holidays in each year, provided that:
 - (i) the Employer agrees that there is appropriate work to be done, either in the Employee's normal place of work or in another area of the workplace; and
 - (ii) when the Employee takes a day off in lieu of the public holiday, no relief is required to be supplied by the Employer; and
 - (iii) the Employee has the option of adding an extra day to his or her annual leave entitlement or taking a day off in lieu of the public holiday at a time convenient to the Employer.

66. Community Services Leave

- 66.1** An Employee who is engaged in an eligible community service activity is entitled to be absent from work without loss of pay for the period of time that they are engaged in the activity, reasonable travelling time associated with the activity and rest time following the activity, provided that the Employee's absence (unless the activity is jury service) is reasonable in all the circumstances.
- 66.2** An eligible community services activity includes:
- (a) jury service required by or under law; or
 - (b) a voluntary emergency management activity; or
 - (c) an activity prescribed by regulations as an eligible community service activity for the purpose of the Act.
- 66.3** An Employee engages in 'voluntary emergency management' activity if, and only if:
- (a) the Employee engages in an activity that involves dealing with an emergency or natural disaster; and
 - (b) the Employee engages in the activity on a voluntary basis; and
 - (c) the Employee is a member of, or has a member like association with, a recognised emergency management body (i.e. Country Fire Authority, State Emergency Service, St. John Ambulance, Red Cross etc); and
 - (d) either:
 - (i) the Employee was requested by or on behalf of the body to engage in the activity; or

- (ii) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such request, it is likely that such a request would have been made.

66.4 Notice and evidence requirements

- (a) Employees seeking to take Community Service Leave must provide notice to the Employer as soon as practicable (which may be after the absence has started) and must advise the Employer of the period, or expected period, of the absence.
- (b) If requested, the Employee will be required to produce evidence of their engagement in eligible community service activity, to the satisfaction of the Employer.
- (c) An absence from the workplace is only covered by the provisions of this clause 66 if they satisfy the notice and evidence requirements set out above.
- (d) The Employer may refuse time release where the Employee's absence will adversely impact the capacity of the health service to maintain services.

66.5 Jury Service

- (a) An Employee required to attend for jury service will be reimbursed by the Employer an amount equal to the difference between:
 - (i) the amount paid by the state of Victoria in respect of attendance for jury service; and
 - (ii) the amount the Employee could reasonably expect to have received from the Employer as earnings for that period had the Employee not been performing jury service.
- (b) An Employee will notify the Employer as soon as possible of the date they are required to attend jury service. The Employee will give the Employer proof of attendance at the court, the duration of such attendance and the amount received for jury service.

67. Family Violence Leave

NOTE: Family member is defined in section 8 of the Family Violence Protection Act 2008 (Vic) and is broader than the definition of immediate family in clause 4 (Definitions).

67.1 General Principle

- (a) Each Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, each Employer is committed to providing support to staff that experience family violence.
- (b) Leave for family violence purposes is available to employees who are experiencing family violence to allow them to be absent from the workplace to attend counselling appointments, medical appointments, legal

proceedings or appointments with a legal practitioner and other activities related to, and as a consequence of, family violence.

67.2 Definition of Family Violence

For the purposes of this clause, family violence is as defined by the *Family Violence Protection Act 2008* (Vic) which defines family violence at section 5, in part, as follows:

- (a) behaviour by a person towards a family member of that person if that behaviour:
 - (i) is physically or sexually abusive; or
 - (ii) is emotionally or psychologically abusive; or
 - (iii) is economically abusive; or
 - (iv) is threatening; or
 - (v) is coercive; or
 - (vi) in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person; or
- (b) behaviour by a person that causes a child to hear or witness, or otherwise be exposed to the effects of, behaviour referred to in subclause (a) above.

67.3 Eligibility

- (a) Paid leave for family violence purposes is available to all Employees with the exception of casual Employees.
- (b) Casual Employees are entitled to access leave without pay for family violence purposes.

67.4 General Measures

- (a) Evidence of family violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a registered health practitioner, a Family Violence Support Service, district nurse, maternal and health care nurse or Lawyer. A signed statutory declaration can also be offered as evidence.
- (b) All personal information concerning family violence will be kept confidential in line with the Employer's policies and relevant legislation. No information will be kept on an Employee's personnel file without their express written permission.
- (c) No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing family violence.
- (d) The Employer will identify contact/s within the workplace who will be trained in family violence and associated privacy issues. The Employer will advertise the name of any Family Violence contacts within the workplace.
- (e) An Employee experiencing family violence may raise the issue with their immediate supervisor, Family Violence contacts, union delegate or

nominated Human Resources contact. The immediate supervisor may seek advice from Human Resources if the Employee chooses not to see the Human Resources or Family Violence contact.

- (f) Where requested by an Employee, the Human Resources contact will liaise with the Employee's manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with subclause 67.5 and subclause 67.6.
- (g) The Employer will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an employee reports family violence.

67.5 Leave

- (a) An Employee experiencing family violence will have access to 20 days per year of paid special leave (pro rata for part-time Employees) for counselling appointments, medical appointments, legal proceedings or appointments with a legal practitioner, and other activities related to, and as a consequence of, family violence (this leave is not cumulative but if the leave is exhausted consideration will be given to providing additional leave). This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- (b) An Employee who supports a person experiencing family violence may utilise their personal/carer's leave entitlement to accompany them to court, to hospital, or to care for children. The Employer may require evidence consistent with subclause 58.4(a) from an Employee seeking to utilise their personal/carer's leave entitlement.

67.6 Individual Support

- (a) 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 any reasonable request from an Employee experiencing family violence for:
 - (i) temporary or ongoing changes to their span of hours or pattern or hours and/or shift patterns;
 - (ii) temporary or ongoing job redesign or changes to duties;
 - (iii) temporary or ongoing relocation to suitable employment;
 - (iv) a change to their telephone number or email address to avoid harassing contact;
 - (v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (b) Any changes to an Employee's role should be reviewed at agreed periods. When an Employee is no longer experiencing family violence, the terms and

conditions of employment may revert back to the terms and conditions applicable to the Employee's substantive position.

- (c) An Employee experiencing family violence will be offered access to the Employee Assistance Program (**EAP**) and/or other available local employee support resources. The EAP will include professionals trained specifically in family violence.
- (d) An Employee that discloses that they are experiencing family violence will be given information regarding current support services.

68. Cultural and Ceremonial Leave

- 68.1** The Employer may approve attendance during working hours by an Employee of Aboriginal or Torres Strait Islander descent at any Aboriginal community meetings, except the Annual general Meetings of Aboriginal community organisations at which the election of office bearers will occur.
- 68.2** The Employer may grant an Employee of Aboriginal or Torres Strait Islander descent accrued annual or other leave to attend the Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur.
- 68.3** Ceremonial leave without pay may be granted to an Employee of Aboriginal or Torres Strait Islander descent for ceremonial purposes:
 - (a) connected with the death of a member of the immediate family or extended family (provided that no Employee will have an existing entitlement reduced as a result of this clause); or
 - (b) for other ceremonial obligations under Aboriginal or Torres Strait Islander law.
- 68.4** Ceremonial leave granted under this clause is in addition to compassionate leave granted under any other provision of Section 3.

69. Discretionary Leave Without Pay

This clause only applies to Managers and Administrative Workers employed by Royal Women's Hospital or Royal Children's Hospital.

- 69.1** Department Heads may grant discretionary leave without pay (**DLWOP**) up to a maximum of eight (8) weeks. Longer periods of DLWOP up to 52 weeks require the approval of the Divisional Director, and in the case of the Corporate Services Director, Executive Director Corporate.
- 69.2** With the exception of clause 61 (Parental Leave), DLWOP is granted at the absolute discretion of the Employer.
- 69.3** DLWOP will only be considered after all other paid entitlements have been taken.
- 69.4** All DLWOP must be applied for and, if appropriate, approved in advance, using the Employer's standard leave form.

- 69.5** Absences on approved leave without pay do not break continuity of service; however such absences do not count in the calculation of benefits.
- 69.6** An Employee will not be paid for any public holidays that may occur whilst on DLWOP.

70. Conversion of Unused Sick Leave to Annual Leave

This clause only applies to Managers and Administrative Workers employed by Royal Women's Hospital or Royal Children's Hospital.

- 70.1** If an Employee is not absent as provided for in clause 116.6.1(a) of this Agreement, he or she will be credited with one (1) day of annual leave for every two (2) days of personal/carer's leave not taken and the Employee's personal/carer's leave balance will be reduced in a proportion of two to one for each additional day of annual leave so credited.
- 70.2** If the Employee advises the Employer, in writing, not less than four (4) weeks prior to the conclusion of any one year, he/she may elect to retain the unused personal/carer's leave credits as accrued personal/carer's leave.
- 70.3** For the purposes of this clause, "day" means the number of hours in a shift that an Employee is ordinarily rostered to work and "days" has a corresponding meaning.
- 70.4** For the purposes of this clause, "in any one year" means the completion of the pay period after 14 November 1995.
- 70.5** An Employee may only convert personal leave under this clause if, and to the extent that, the Employee's accrued personal leave exceeds the minimum personal leave which has accrued under, or is recognised under, the NES. The Employee's remaining accrued entitlements (after conversion) must be at least 15 days.

PART H – EDUCATION AND PROFESSIONAL DEVELOPMENT

71. Staff Appraisal

- 71.1** Where a system of staff appraisal does not currently exist at a workplace, the Employer may implement a performance appraisal process and the Employees will participate in that process, provided that:
- (a) the Employer first consults at the local level with staff and/or the HWU or other representative over a framework for the staff appraisal process it is seeking to introduce;
 - (b) the staff appraisal process is not used as a disciplinary tool;
 - (c) the staff appraisal process is intended to allow genuine feedback by both the Employer and Employee; and
 - (d) the outcomes of the review are documented and confirmed and a written copy of the outcomes is given to the Employee;

71.2 Individual Performance Measures – Royal Women’s Hospital and Royal Children’s Hospital

This clause only applies to Managers and Administrative Workers employed by Royal Women’s Hospital or Royal Children’s Hospital.

- (a) In the four (4) weeks prior to the commencement of a given financial year (Department Heads), and within 12 weeks of employment and on the anniversary of the appointment thereafter (all other Employees), the Employee and the Divisional Director/Department Head are to negotiate agreed performance measures for the succeeding 18 month period.
- (b) For the purposes of subclause 71.2(a) above, the Employer’s “Performance Development and Staff Appraisal Scheme” will be applied, save where there is mutual agreement to use an alternative format.
- (c) Individual performance measures may include:
 - (i) balancing budgets;
 - (ii) achieving given targets;
 - (iii) levels of absenteeism;
 - (iv) occupational health and safety;
 - (v) data entry requirements;
 - (vi) documentation requirements;
 - (vii) punctuality;
 - (viii) percentage of patient-related work;
 - (ix) categories of work, levels of classification;

- (x) research; and
 - (xi) conferences.
- (d) These measures will be subject to periodic review by the parties. Any dispute in this regard will be settled in accordance with clause 6 (Dispute Resolution Procedures).

72. Study Leave

This clause only applies to Managers and Administrative Workers not employed by Royal Women's Hospital or Royal Children's Hospital.

- 72.1** Paid study leave will be available to full-time and part-time Employees of up to 4 hours per week for 26 weeks per annum, at the Employer's discretion.
- 72.2** Paid study leave may be taken as mutually agreed by, for example, 4 hours per week, 9 hours per fortnight or blocks of 38 hours at a residential school.
- 72.3** A part-time Employee will be entitled to paid study leave on a pro-rata basis.
- 72.4** An Employee wishing to take study leave in accordance with this clause must apply in writing to the Employer as early as possible prior to the proposed leave date. The Employee's request should include details of:
- (a) the proposed course and institution in which the Employee is enrolled or proposes to enrol; and
 - (b) the relevance of the course to the Employee's profession.
- 72.5** The Employer will notify the Employee of whether his or her request for study leave has been approved within 7 days of the application being made.
- 72.6** Leave pursuant to this clause does not accumulate from year to year.

73. Examination Leave

This clause only applies to Managers and Administrative Workers not employed by Royal Women's Hospital or Royal Children's Hospital.

- 73.1** An Employee will be granted leave on full pay in order to attend examinations necessary to obtain higher qualifications in such courses as are undertaken with the knowledge and approval of the Employer.
- 73.2** The amount of leave will be such as to allow the Employee to proceed to and from the place of examinations and in addition allow three clear working days other than a Saturday or a Sunday for pre-examination study if this is so desired.
- 73.3** Any leave granted under the provisions of this clause will be in addition to annual leave granted pursuant to clause 56 (Annual Leave).
- 73.4** Leave with pay granted under the provisions of this clause will not exceed six (6) clear working days per year. Chief Executive Officers and Deputy CEOs, other than those covered by Government Sector Executive Remuneration Panel (GSERP) policies, will not be subject to this examination leave maxima.

74. Education and Training

This clause only applies to Managers and Administrative Workers employed by Royal Women's Hospital or Royal Children's Hospital.

- 74.1 The parties recognise that the health services are regarded as state, national and international centres of excellence within the field of Paediatrics and Adolescence, and Women's Health and Infertility. As a consequence, the health services assume a vital role in education at a professional and community level.
- 74.2 The parties agree that Employees' education will be supported on a formal and informal basis and that, wherever possible, resources will continue to be provided to support these programs.
- 74.3 Relevant and specific in-service education and training will be offered to all Employees on a regular basis comprising a minimum of four (4) hours per month.

75. Professional Development Leave

This clause only applies to Managers and Administrative Workers employed by Royal Women's Hospital or Royal Children's Hospital.

- 75.1 In recognition of the importance of ongoing professional development, an Employee may seek approval for 5 days paid professional leave, to attend a conference, seminar, workshop etc approved by the Employer.
- 75.2 Professional development leave is non cumulative.
- 75.3 The Employer will not unreasonably withhold authorisation for Professional Development leave.
- 75.4 Professional development leave must be clearly linked to the Employee's profession and may include a requirement to report back to other staff.

PART I – UNION AND OTHER RESOURCES

76. Union Matters

76.1 Access to Employees – General

The HWU will have access to Employees for any process arising under this Agreement.

76.2 Access to Employees – Electronic communication

The Employer will ensure that:

- (a) emails from the HWU domain name are not blocked or restricted by or on behalf of the Employer, except in respect of any individual Employee who has made a written request to the Employer to block such emails;
- (b) emails from Employees to the HWU are not blocked or restricted by or on behalf of the Employer;
- (c) access from health service computers and like devices to HWU websites and online information is not blocked, or limited; and
- (d) where a genuine security concern arises regarding the above, the Employer will immediately notify the HWU to enable the security concern to be addressed.

76.3 Access to Employees – Orientation

- (a) The HWU may attend, address and provide information to new Employees as part of orientation / induction programs for new Employees. The details of such attendance will be arranged by the Employer in consultation with the HWU.
- (b) Any attendance for the purposes of discussions with the Employees must meet the right of entry requirements under Part 3-4 of the Act.
- (c) An Employer will advise the HWU of the date, time and location of orientation/induction programs not less than 14 days prior to the orientation / induction program.
- (d) Those covered by this Agreement acknowledge the increasing role that technology plays in orientation / induction. An Employer and HWU may agree to an alternative means by which the HWU can access new Employees including where orientation / induction programs are conducted on-line or the HWU cannot reasonably attend, provided that such access is consistent with this subclause 76.3.

76.4 Delegates and HSRs

NOTE: Additional rights of HSRs are contained in the OHS Act.

- (a) In this subclause 76.4(a) **Representative** means a HWU Delegate, or HSR.
- (b) A Representative is entitled to reasonable time release from duty to:

- (i) attend to matters relating to industrial, occupational health and safety or other relevant matters such as assisting with grievance procedures and attending committee meetings;
 - (ii) access reasonable preparation time before meetings with management disciplinary or grievance meetings with a HWU member;
 - (iii) appear as a witness or participate in conciliation or arbitration, before the Commission;
 - (iv) present information on the HWU at orientation sessions for new Employees.
- (c) A Representative required to attend management or consultative meetings outside of paid time will be paid to attend.
- (d) A Representative will be provided with access to facilities such as telephones, computers, email, noticeboards and meeting rooms in a manner that does not adversely affect service delivery and work requirements of the Employer. In the case of an HSR, facilities will include other facilities as necessary to enable them to perform their functions as prescribed under the OHS Act.

76.5 Noticeboard

- (a) A noticeboard for the HWU's use will be readily accessible in each ward/unit/work area where persons eligible to be members of the HWU are employed. unless otherwise agreed by the AIC referred to in subclause 76.10.
- (b) The HWU and members covered by this Agreement will, during the life of this Agreement, consult over the development of an electronic noticeboard managed by the HWU.

76.6 Meeting Space

In the absence of agreement on a location for the holding of HWU meetings, the room where one or more of the Employees who may participate in the meeting ordinarily take meal or other breaks will be the meeting room for the purpose of HWU meetings. Nothing in this clause is intended to override the operation of the Act.

76.7 Secondment to the HWU

The Employer will, on application, grant leave without pay to an Employee for the purpose of secondment to work for the HWU subject to the Employer's reasonable operational requirements.

76.8 Employees holding HWU official positions

The Employer will, on application by the HWU, grant leave without loss of pay (including reasonable travelling time) to an Employee for the purpose of fulfilling their duties as an official of the HWU Branch Committee of Management or HWU delegate to the Health Services HWU National Council. For a member of the

HWU Branch Committee of Management this currently involves 11 full day meetings per year.

76.9 Union Training

NOTE: an HSR may be entitled to any training in accordance with the OHS Act rather than, or in addition to, this clause.

- (a) Subject to the conditions in this subclause 76.9, Employees selected by the HWU to attend training courses on industrial relations and/or health and safety will be entitled to a maximum of five days' paid leave per calendar year per Employee.
- (b) Leave in excess of five days and up to ten days may be granted in a calendar year subject to the total leave being granted in that year and in the subsequent year not exceeding ten days.
- (c) The granting of leave will be subject to the Employer's operational requirements. The granting of leave will not be unreasonably withheld.
- (d) Leave under this subclause is granted on the following conditions:
 - (i) applications are accompanied by a statement from the HWU advising that it has nominated the Employee or supports the application;
 - (ii) the training is conducted by the HWU, an association of unions or accredited training provider; and
 - (iii) the application is made as early as practicable and not less than two (2) weeks before the training.
- (e) The Employee will be paid their 'ordinary pay (as defined at subclause 56.6(b)) for normal rostered hours (set out in **Schedule 3B**), but excluding shift work, overtime and other allowances.
- (f) Leave in accordance with this clause may include necessary travelling time in normal hours immediately before or after the course.
- (g) Leave granted under this clause will count as service for all purposes of this Agreement.
- (h) Expenses associated with attendance at training courses, including fares, accommodation and meal costs are not the responsibility of the Employer.

76.10 Agreement Implementation Committees

- (a) A local agreement implementation committee (**AIC**) will continue or, if there is not currently an AIC in operation, be established at each Employer. Having regard for the size and location, an AIC may be appropriate at each facility/campus. The AIC will, where practicable, comprise equal numbers of representatives of the Employer and the HWU for the purposes of:
 - (i) agreement implementation;
 - (ii) on-going monitoring and assessment of the implementation of this Agreement; and

- (iii) to deal with any local disputes that may arise, without limiting the Dispute Resolution Procedure in this Agreement.
- (b) Priority items for consideration by the AIC will include the matters arising under clause 67 (Family Violence) and this clause 76 (Union and Other Resources).

77. Paid Union Meetings

In order for the Employer to approve paid meetings between the HWU and its members, the HWU must meet the following requirements:

- 77.1** the Employer is given reasonable notice that such a meeting is to be held; and
- 77.2** the reason/s for the meeting is also to be provided to the Employer with the notice;
- 77.3** the location for the meeting is to be agreed between the HWU and the Employer;
- 77.4** an acceptable level of staffing will be maintained;
- 77.5** where possibly meetings will occur at times least disruptive to service delivery;
- 77.6** the duration of the paid meeting will not exceed half an hour except where agreed by the HWU and the Employer;
- 77.7** the Employees will return to work without industrial action or threat of industrial action.

78. Payroll Deduction of Union Dues

- 78.1** On written request by an Employee, the Employer must deduct HWU membership dues from the Employee's after tax wages. The Employee must indicate their category of HWU membership to determine the applicable amount of dues to be deducted. The Employee may change their nominated category of membership for the purpose of deductions once a year.
- 78.2** Monies collected will be forwarded to the HWU monthly together with all necessary information to enable the reconciliation of crediting of subscriptions to members' accounts.
- 78.3** The HWU will inform the Employer and Employees who are members of the HWU of changes to the HWU membership dues when there is a change made in accordance with its rules.
- 78.4** An Employee may cease the deduction under this clause by notifying the Employer in writing.

79. Access to Computers

- 79.1** The parties recognise the increasing dependency on information technology in the workplace, including but not limited to the use of intranets, web based programs and provision of pay slips electronically.

- 79.2** An Employer will provide reasonable access to computer and printing facilities for Employees for work-related use, where those Employees are not ordinarily employed in classifications that use computers.
- 79.3** Nothing in this clause limits an Employer's right to implement policies on the appropriate use of information technology in the workplace.

PART J – CLASSIFICATION AND STAFFING

80. Classifications

- 80.1** The Employer will classify all Employees in accordance with the classification structure set out in **Part 1 of Schedule 3D** (Managers and Administrative Workers – other than Royal Women’s Hospital and the Royal Children’s Hospital) or **Part 2 of Schedule 3D** (Managers and Administrative Workers - Royal Women’s Hospital and the Royal Children’s Hospital).
- 80.2** The Employer will notify each Employee in writing upon commencement, of their classification and terms of employment.
- 80.3** The Employer will notify each Employee of any alteration to their classification in writing not later than the operative date of such change.

81. Flexibility

- 81.1** The parties recognise that many Employees are trained (or are capable of being trained) in many duties and roles across varying classifications in the agreement and across varying settings within the health service.
- 81.2** To this end, subject to any other provisions in the agreement, where a suitably qualified and trained Employee agrees, the Employer may roster them on a temporary basis, or irregularly, in different wards/units/departments, at the same or different classifications to that of their substantive role.

82. Translation of Clerical Worker Classifications

- 82.1** From FFPPOA 1 October 2017 (for the purposes of this clause “the **Translation Date**”) each Clerical Worker will be translated in accordance with the following table:

- (a) **Clerical Workers not employed by Royal Women’s Hospital or Royal Children’s Hospital**

Classification under Section 2	New classification from the Translation Date
Clerical Worker Grade C All years (Year1 – Year 5)	Part 1 of Schedule 3D – Management and Administrative Worker Grade 1A
Clerical Worker Grade B All years (Year 1 – Year 5)	Part 1 of Schedule 3D – Management and Administrative Worker Grade 1
Clerical Worker Grade A All Years (Year 1- Year 5)	Part 1 of Schedule 3D – Management and Administrative Worker Grade 2

(b) Clerical Workers employed by Royal Women’s Hospital or Royal Children’s Hospital

Classification under Section 2	New classification from the Translation Date
Clerical Worker Grade C All years (Year1 – Year 5)	Part 2 of Schedule 3D – Grade 1A
Clerical Worker Grade B All years (Year 1 – Year 5)	Part 2 of Schedule 3D – Grade 1 but: <ul style="list-style-type: none"> • for the first 12 months after the Translation Date the Clerical Worker will be paid at a new Transitional Level at a rate equivalent to the rate for paycode HS1; • from 1 October 2018 Grade 1 Level 1
Clerical Worker Grade A All Years (Year 1- Year 5)	Part 2 of Schedule 3D – Grade 2 Level 2

- 82.2** From the Translation Date the Clerical/Administrative Support Services Structure set out in clause 11 in **Part 1 of Schedule 2D** of this Agreement will no longer be used to classify work. All future classification decisions will be made using the work level descriptors for Management and Administrative Worker.
- 82.3** An Employee will not suffer a reduction in their ordinary pay as a result of transitioning from a classification of Clerical Worker into the Management and Administrative Worker classification structure under this Agreement.
- 82.4** Where an Employee is engaged on higher duties as at the translation date, the Employee will continue to receive the higher duties entitlement they would have received immediately prior to the Translation Date up until the end of the first pay period following the Translation Date.

83. Workplace Trainer/Careers Advisor

The parties agree that from FFPPOA 1 October 2018 the role of Workplace Trainer/Careers Advisors will be introduced in accordance with **Schedule 3F**. A Workplace Trainer/Careers Advisor will be classified under as Grade 3 under **Part 1** or **Part 2 of Schedule 3D** (as applicable).

84. Instrument Technician and Theatre Technician Managers

- 84.1** Upon implementation of the new Instrument Technician and Theatre Technician structure under Section 2 of this Agreement, each hospital where appropriate will have at least one:
- (a) Instrument Technician Manager; and/or
 - (b) Theatre Technician Manager.
- 84.2** Instrument/Theatre Technician Manager will be provided opportunity by being rostered supernumerary to complete managerial tasks and to provide supervision to junior staff as required.

- 84.3** Where appropriate, the Instrument/Theatre Technician will be offered an opportunity to complete the Certificate IV or Diploma in Health Support Services (Supervision) or equivalent qualification and a Certificate IV in Training and Assessment awarded by a registered training organisation through financial assistance, flexible rostering and/or study leave.

85. Translation of Interpreter Classifications

- 85.1** From FFPPOA 1 October 2018, Employees who were immediately prior to that date classified as unqualified interpreters or qualified interpreters under clause 3 of **Part 1 of Schedule 2D (Interpreters)** will be covered by this Section 3. From that time, Interpreters will no longer be covered by the terms and conditions in Section 2 of this Agreement. Interpreters will translate to the classifications under Section 3 as follows:

Previous classification	New classification
Interpreter (Unqualified)	Administrative Worker Grade 1
Interpreter (Qualified NAATI Accreditation Level 2)	Administrative Worker Grade 2
Interpreter (Qualified NAATI Accreditation Level 3)	Administrative Worker Grade 3

- 85.2** The rates of pay for Administrative Workers fully incorporate the Interpreters and Multi-Skilling allowances that were previously payable to Employees under the 2011 Agreement.

86. Vacancies

- 86.1** Where a vacancy arises within a department, the responsible manager will initiate action to advertise the vacant position or available hours, internally at first instance and then externally if necessary, immediately after receiving notice of resignation.
- 86.2** Where it is impracticable to seek internal applicants at first instance due to staff shortages in the classification in which the vacancy arises, the Employer may advertise for internal/external applicants concurrently.
- 86.3** The Employer will advertise all vacancies that arise where the vacancy relates to a position that, but for the vacancy occurring would have been ongoing, as soon as practicable (ordinarily within 8 working days).

87. Best Practice

This clause only applies to Managers and Administrative Workers employed by Royal Women's Hospital or Royal Children's Hospital.

- 87.1** The parties agree that a process, which focuses on sustaining improvements in productivity, will enable the health services to compete in the market more effectively.

- 87.2** The following principles and processes underlie the “best practice” approach of the health services:
- (a) Understanding and commitment to achieving world class performance in all aspects of the health services’ operations.
 - (b) Continuous improvement in the quality, efficiency, effectiveness and cost of health services is an ongoing process essential to the achievement of best practice.
- 87.3** The parties agree that there will be commitment and support given to the ongoing process of continuous improvement, including:
- (a) innovation;
 - (b) evaluating opportunities;
 - (c) productivity;
 - (d) cost effectiveness;
 - (e) benchmarking;
 - (f) expansion opportunities;
 - (g) flexibilities, where Employees may be required to work between health services, when required;
 - (h) workplace agreements to support agreed best practice;
 - (i) work on major projects linked to the health services’ priorities; and
 - (j) service/department reviews and the development of agreed performance indicators.
- 87.4** It is jointly recognised that performance measurement will make it easier to set goals for strategic planning, and for establishing targets at the departmental level. Across all levels of the health services, strategic reviews will generate performance data, which may identify potential improvement, the manner in which those improvements will be achieved and monitored.
- 87.5** To ensure competitiveness, the health services must adopt a comprehensive approach to the measurement of productivity, whereby a broad range of performance indicators are kept for the health services and linked to indicators in each department.

88. Exploration of a multi-employer pool of employees for ad-hoc shifts

- 88.1** The parties are committed to maximizing employment opportunities for Employees and reducing underemployment.
- 88.2** The parties also recognise that many highly trained part-time Employees wish to work additional hours from time to time.
- 88.3** The parties are also committed to reducing the reliance on casual or agency staff.

- 88.4** To this end, over the life of the agreement, the parties are committed to exploring the development of a multi-employer process that would enable Employees from one health service take up ad-hoc additional shifts at another health service, where no Employees at that health service are otherwise available.
- 88.5** Discussions would commence within the first year of the Agreement between the HWU and VHIA, together with interested stakeholders.

PART K – WORKPLACE RIGHTS

89. Requests For Flexible Working Arrangements

- 89.1** If any of the circumstances set out in subclause 89.2 below apply to an Employee, the Employee may ask the Employer for a change in working arrangements because of those circumstances:
- 89.2** The Employee
- (a) is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - (b) is a carer (within the meaning of the *Carer Recognition Act 2010*);
 - (c) has a disability;
 - (d) is 55 or older;
 - (e) is experiencing violence from a member of the Employee's family; or
 - (f) provides care or support to a member of the Employee's immediate family, or a member of the member of the Employee's household, who requires care or support because the member is experiencing violence from the member's family.
- 89.3** A request made under subclause 89.1 may include, but is not limited to, changes in hours of work, changes in patterns of work or changes in the location of work.
- 89.4** An Employee is not entitled to make a request under subclause 89.1 unless:
- (a) for an Employee, other than a casual Employee, they have completed at least 12 months continuous service with the Employer immediately before making the request; or
 - (b) for a casual Employee, they have:
 - (c) been engaged by the Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months immediately before making the request; and
 - (d) have a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.
- 89.5** A request made under subclause 89.1 must be in writing and set out:
- (a) details of the change in working arrangements sought by the Employee; and
 - (b) the reasons for the change.
- 89.6** The Employer must respond to a request made under subclause 89.1 within 21 days, stating whether or not the request is granted.
- 89.7** The Employer may refuse a request made under subclause 89.1 on reasonable business grounds.

- 89.8** If the Employer refuses a request made by an Employee under clause 89.1, the written response provided under subclause 89.6 must include the reasons for such a refusal.

90. Working From Home

This clause only applies to Managers and Administrative Workers employed by Royal Women's Hospital or Royal Children's Hospital.

An Employee, subject to operational requirements and with the approval of the relevant Department Head, may work from home in circumstances where the work is project based and may be performed with a high level of autonomy.

91. Occupational Health and Safety

This clause only applies to Managers and Administrative Workers employed by Royal Women's Hospital or Royal Children's Hospital.

- 91.1** The provisions of this clause will be read and interpreted wholly in conjunction with the OHS Act.
- 91.2** The health services will establish agreed Designated Work Groups with the HWU.
- 91.3** Elections for HSRs will be conducted in consultation with the Employer, by the HWU and other unions with members in the designated work group.
- 91.4** Only Employees in the Designated Work Group may nominate as HSRs.
- 91.5** The Employees will be entitled to nominate an agreed number of HSRs to the health services' Occupational Health and Safety committees.
- 91.6** HSRs will be entitled to attend training in accordance with the OHS Act.

SCHEDULE 3B – WAGE RATES

PART 1: Managers and Administrative Workers (other than Royal Women’s Hospital and Royal Children’s Hospital)

The following weekly rates of pay apply only to Managers and Administrative Workers whose employment is covered by the classifications set out in **Part 1 of Schedule 3D** of this Agreement.

Classification	Pay Code	Current	FFPPOA	FFPPOA	FFPPOA	FFPPOA
			1 October 2016	1 October 2017	1 October 2018	1 October 2019
			5%	3%	3%	3%
Grade 1A (from FFPPOA 1 October 2017)	HS1A	N/A	N/A	\$994.10	\$1,023.90	\$1,054.60
Grade 1	HS1	\$979.50	\$1,028.50	\$1,059.40	\$1,091.20	\$1,123.90
Grade 2	HS2	\$1,119.05	\$1,175.00	\$1,210.30	\$1,246.60	\$1,284.00
Grade 3	HS3	\$1,247.80	\$1,310.20	\$1,349.50	\$1,390.00	\$1,431.70
Grade 4	HS4	\$1,402.05	\$1,472.20	\$1,516.40	\$1,561.90	\$1,608.80
Grade 5	HS5	\$1,556.40	\$1,634.20	\$1,683.20	\$1,733.70	\$1,785.70
Grade 6	HS6	\$1,710.65	\$1,796.20	\$1,850.10	\$1,905.60	\$1,962.80
Grade 7	HS7	\$1,890.75	\$1,985.30	\$2,044.90	\$2,106.20	\$2,169.40
Grade 8	HS8	\$2,115.90	\$2,221.70	\$2,288.40	\$2,357.10	\$2,427.80
Grade 9	HS9	\$2,299.85	\$2,414.80	\$2,487.20	\$2,561.80	\$2,638.70
Grade 10	HS10	\$2,496.60	\$2,621.40	\$2,700.00	\$2,781.00	\$2,864.40

PART 2: Managers and Administrative Officers – Royal Women’s Hospital and Royal Children’s Hospital

The following weekly rates of pay apply only to Managers and Administrative Workers who are employed either by Royal Women’s Hospital or the Royal Children’s Hospital whose employment is covered by the classifications set in **Part 2 of Schedule 3D** of this Agreement.

Classification		Pay Code	Current	1 October 2016	1 October 2017	1 October 2018	1 October 2019
				5%	3%	3%	3%
Grade 1A (from 1 October 2017)		AO09	\$919.10	n/a	\$994.10	\$1,023.90	\$1,054.60
Grade 1	Transitional Level	AO10	\$979.50	n/a	\$1,059.40	\$1,091.20	\$1,123.90
	Level 1	AO11	\$1,030.50	\$1,082.00	\$1,114.50	\$1,147.90	\$1,182.30
	Level 2	AO12	\$1,072.70	\$1,126.30	\$1,160.10	\$1,194.90	\$1,230.70
Grade 2	Level 1	AO21	\$1,030.50	\$1,082.00	\$1,114.50	\$1,147.90	\$1,182.30
	Level 2	AO22	\$1,072.70	\$1,126.30	\$1,160.10	\$1,194.90	\$1,230.70
	Level 3	AO23	\$1,103.95	\$1,159.10	\$1,193.90	\$1,229.70	\$1,266.60
	Level 4	AO24	\$1,137.05	\$1,193.90	\$1,229.70	\$1,266.60	\$1,304.60
	Level 5	AO25	\$1,182.80	\$1,241.90	\$1,279.20	\$1,317.60	\$1,357.10
Grade 3	Level 1	AO31	\$1,137.05	\$1,193.90	\$1,229.70	\$1,266.60	\$1,304.60
	Level 2	AO32	\$1,182.80	\$1,241.90	\$1,279.20	\$1,317.60	\$1,357.10
	Level 3	AO33	\$1,218.30	\$1,279.20	\$1,317.60	\$1,357.10	\$1,397.80
	Level 4	AO34	\$1,254.85	\$1,317.60	\$1,357.10	\$1,397.80	\$1,439.70
	Level 5	AO35	\$1,272.45	\$1,336.10	\$1,376.20	\$1,417.50	\$1,460.00
Grade 4	Level 1	AO41	\$1,254.85	\$1,317.60	\$1,357.10	\$1,397.80	\$1,439.70
	Level 2	AO42	\$1,272.45	\$1,336.10	\$1,376.20	\$1,417.50	\$1,460.00
	Level 3	AO43	\$1,310.65	\$1,376.20	\$1,417.50	\$1,460.00	\$1,503.80
	Level 4	AO44	\$1,349.95	\$1,417.40	\$1,459.90	\$1,503.70	\$1,548.80
	Level 5	AO45	\$1,410.20	\$1,480.70	\$1,525.10	\$1,570.90	\$1,618.00
Grade 5	Level 1	AO51	\$1,410.20	\$1,480.70	\$1,525.10	\$1,570.90	\$1,618.00
	Level 2	AO52	\$1,470.55	\$1,544.10	\$1,590.40	\$1,638.10	\$1,687.20

SECTION 3 – MANAGERS AND ADMINISTRATIVE WORKERS

Classification		Pay Code	Current	1 October 2016	1 October 2017	1 October 2018	1 October 2019
				5%	3%	3%	3%
	Level 3	AO53	\$1,514.65	\$1,590.40	\$1,638.10	\$1,687.20	\$1,737.80
	Level 4	AO54	\$1,560.10	\$1,638.10	\$1,687.20	\$1,737.80	\$1,789.90
	Level 5	AO55	\$1,582.35	\$1,661.50	\$1,711.30	\$1,762.60	\$1,815.50
Grade 6	Level 1	AO61	\$1,582.35	\$1,661.50	\$1,711.30	\$1,762.60	\$1,815.50
	Level 2	AO62	\$1,621.50	\$1,702.60	\$1,753.70	\$1,806.30	\$1,860.50
	Level 3	AO63	\$1,671.05	\$1,754.60	\$1,807.20	\$1,861.40	\$1,917.20
	Level 4	AO64	\$1,720.25	\$1,806.30	\$1,860.50	\$1,916.30	\$1,973.80
	Level 5	AO65	\$1,744.95	\$1,832.20	\$1,887.20	\$1,943.80	\$2,002.10
Grade 7	Level 1	AO71	\$1,720.25	\$1,806.30	\$1,860.50	\$1,916.30	\$1,973.80
	Level 2	AO72	\$1,744.95	\$1,832.20	\$1,887.20	\$1,943.80	\$2,002.10
	Level 3	AO73	\$1,797.30	\$1,887.20	\$1,943.80	\$2,002.10	\$2,062.20
	Level 4	AO74	\$1,851.15	\$1,943.70	\$2,002.00	\$2,062.10	\$2,124.00
	Level 5	AO75	\$1,877.85	\$1,971.70	\$2,030.90	\$2,091.80	\$2,154.60
Grade 8	Level 1	AO81	\$1,877.85	\$1,971.70	\$2,030.90	\$2,091.80	\$2,154.60
	Level 2	AO82	\$1,924.35	\$2,020.60	\$2,081.20	\$2,143.60	\$2,207.90
	Level 3	AO83	\$1,982.10	\$2,081.20	\$2,143.60	\$2,207.90	\$2,274.10
	Level 4	AO84	\$2,041.60	\$2,143.70	\$2,208.00	\$2,274.20	\$2,342.40
	Level 5	AO85	\$2,072.35	\$2,176.00	\$2,241.30	\$2,308.50	\$2,377.80

SCHEDULE 3C – ALLOWANCES

PART 1: Managers and Administrative Workers (other than Royal Women's Hospital and Royal Children's Hospital)

The following allowances apply only to Managers and Administrative Workers whose employment is covered by the classifications set out in **Part 1 of Schedule 3D** of this Agreement.

*NOTE: Allowances marked with * apply to Clerical Workers who have transferred from 1 October 2017 into Administrative Worker Grades 1A to 2.*

Allowance	Current	FFPOA			
		1-Oct-16	1-Oct-17	1-Oct-18	1-Oct-19
		5.0%	3.0%	3.0%	3.0%
Shift Allowances					
Morning Shift	\$24.40	\$25.60	\$26.40	\$27.20	\$28.00
Afternoon Shift	\$24.40	\$25.60	\$26.40	\$27.20	\$28.00
Night Shift	\$38.80	\$40.70	\$41.90	\$43.20	\$44.50
Night Shift (Clerical Worker) *	\$52.90	n/a	n/a	\$58.90	\$60.70
Permanent Night Shift	\$48.60	\$51.00	\$52.50	\$54.10	\$55.70
Permanent Night Shift (Clerical Worker) *	\$60.70	n/a	n/a	\$67.60	\$69.60
Change of Shift	\$38.80	\$40.70	\$41.90	\$43.20	\$44.50
Change of Roster (from 1 October 2017)	\$20.90	n/a	n/a	\$23.30	\$24.00
On-Call - Mon to Fri	\$20.90	\$21.90	\$22.60	\$23.30	\$24.00
On Call - Public Holidays and all other times	\$36.30	\$38.10	\$39.20	\$40.40	\$41.60
Meal Allowance					
After 1 hour of shift	\$13.20	\$13.90	\$14.30	\$14.70	\$15.10
After 4 hours of shift	\$10.60	\$11.10	\$11.40	\$11.70	\$12.10
After 5 hours on a Sat, Sun or RDO	\$13.20	\$13.90	\$14.30	\$14.70	\$15.10
After 9 hours on a Sat, Sun or RDO	\$10.60	\$11.10	\$11.40	\$11.70	\$12.10
Uniform Allowance					
Amount per day	\$1.78	\$1.87	\$1.93	\$1.98	\$2.04
Amount per week	\$8.99	\$9.44	\$9.72	\$10.01	\$10.31
Laundry Allowance					
Amount per day	\$0.44	\$0.46	\$0.48	\$0.49	\$0.50
Amount per week	\$2.12	\$2.23	\$2.29	\$2.36	\$2.43
Leave Loading Cap					
Leave loading cap (weekly salary exceeds)	\$1,686.10	\$1770.40	\$1823.50	\$1878.20	\$1934.50
Leave Loading Amount (on 4 weeks annual leave)	\$1,180.30	\$1239.30	\$1276.50	\$1314.80	\$1354.20

SECTION 3 – MANAGERS AND ADMINISTRATIVE WORKERS

Allowance	Current	FFPOA			
		1-Oct-16	1-Oct-17	1-Oct-18	1-Oct-19
		5.0%	3.0%	3.0%	3.0%
Vehicle Allowances					
Motor Vehicles (cents per kms)					
Under 35 PMU	\$ 0.72	\$ 0.75	\$ 0.77	\$ 0.80	\$ 0.82
35 PMU and over	\$ 0.87	\$ 0.91	\$ 0.94	\$ 0.97	\$ 1.00
Motor Cycles (cents per kms)					
Under 250 cc	\$ 0.31	\$ 0.33	\$ 0.34	\$ 0.35	\$ 0.36
250cc and over	\$ 0.42	\$ 0.44	\$ 0.46	\$ 0.47	\$ 0.48
Bicycles	\$ 0.10	\$ 0.11	\$ 0.11	\$ 0.11	\$ 0.12

PART 2: Managers and Administrative Workers – Royal Women’s Hospital and Royal Children’s Hospital

The following allowances apply only to Managers and Administrative Workers who are employed either by Royal Women’s Hospital or the Royal Children’s Hospital whose employment is covered by the classifications set in **Part 2 of Schedule 3D** of this Agreement.

*NOTE: Allowances marked with * only apply to Clerical Workers who have transferred from 1 October 2017 into Administrative Worker Grades 1A to 2.*

Allowance	Current	FFPPOA			
		1-Oct-16	1-Oct-17	1-Oct-18	1-Oct-19
		5.0%	3.0%	3.0%	3.0%
Shift Allowances					
Morning Shift	\$21.20	\$22.30	\$23.00	\$23.70	\$24.40
Afternoon Shift	\$21.20	\$22.30	\$23.00	\$23.70	\$24.40
Night Shift	\$42.40	\$44.50	\$45.80	\$47.20	\$48.60
Night Shift (Clerical Worker)*	\$52.90	\$55.50	\$57.20	\$58.90	\$60.70
Permanent Night Shift	\$53.00	\$55.70	\$57.40	\$59.10	\$60.90
Permanent Night Shift (Clerical Worker)*	\$60.70	\$63.70	\$65.60	\$67.60	\$69.60
Change of Shift	\$42.40	\$44.50	\$45.80	\$47.20	\$48.60
Change of Roster (from 1 October 2017)	\$20.90	\$21.90	\$22.60	\$23.30	\$24.00
On-Call - Mon to Fri	\$20.90	\$21.90	\$22.60	\$23.30	\$24.00
On Call - Public Holidays and all other times	\$36.30	\$38.10	\$39.20	\$40.40	\$41.60
Meal Allowance					
After 1 hour of shift	\$9.30	\$9.80	\$10.10	\$10.40	\$10.70
After 4 hours of shift	\$7.60	\$8.00	\$8.20	\$8.40	\$8.70
After 5 hours on a Sat, Sun or RDO	\$9.30	\$9.80	\$10.10	\$10.40	\$10.70
After 9 hours on a Sat, Sun or RDO	\$7.60	\$8.00	\$8.20	\$8.40	\$8.70
Uniform Allowance					
Amount per day	\$1.78	\$1.87	\$1.93	\$1.98	\$2.04
Amount per week	\$8.99	\$9.44	\$9.72	\$10.01	\$10.31
Laundry Allowance					
Amount per day	\$0.44	\$0.46	\$0.48	\$0.49	\$0.50
Amount per week	\$2.12	\$2.23	\$2.29	\$2.36	\$2.43
Leave Loading Cap					
Leave loading cap (weekly salary exceeds)	\$1,686.10	\$1770.40	\$1823.50	\$1878.20	\$1934.50
Leave Loading Amount (on 4 weeks annual leave)	1,180.30	\$1239.30	\$1276.50	\$1314.80	\$1354.20

SECTION 3 – MANAGERS AND ADMINISTRATIVE WORKERS

Allowance	Current	FFPPOA			
		1-Oct-16	1-Oct-17	1-Oct-18	1-Oct-19
		5.0%	3.0%	3.0%	3.0%
Vehicle Allowances					
Motor Vehicles (cents per kms)					
Under 35 PMU	\$0.72	\$0.75	\$0.77	\$0.80	\$0.82
35 PMU and over	\$0.87	\$0.91	\$0.94	\$0.97	\$1.00
Motor Cycles (cents per kms)					
Under 250 cc	\$0.31	\$0.33	\$0.34	\$0.35	\$0.36
250cc and over	\$0.42	\$0.44	\$0.46	\$0.47	\$0.48
Bicycles	\$0.10	\$0.11	\$0.11	\$0.11	\$0.12

SCHEDULE 3D – CLASSIFICATION STRUCTURE

PART 1: Managers and Administrative Workers (other than Royal Women’s Hospital and Royal Children’s Hospital)

1. Application

- 1.1 This classification structure will be commonly known as the Victorian Public Health Sector Classification System.
- 1.2 This classification structure does not apply to Managers and Administrative Workers who are employed either by the Royal Women’s Hospital or the Royal Children’s Hospital. Such Employees will be classified pursuant to **Part 2 of Schedule 3D** of this Agreement.
- 1.3 This classification structure does not apply to positions that are covered by Government Sector Executive Remuneration Policy. Chief Executive Officer and Senior Executive classifications are included in the classification system to demonstrate potential career paths available within the Victorian public health sector.

2. Grade 1A

NOTE: this classification is only effective from FFPPOA 1 October 2017. See clause 82 of Section 3.

2.1 Description

Administrative Workers Grade 1A are Employees who have limited experience in administrative duties and are working within a well defined work environment with clearly defined objectives.

2.2 Work Level Standard

- (a) Employees are expected to input and extract data, provide basic information and occasionally produce reports. They will be required to balance the operation of a number of clerical systems.
- (b) The roles are required to analyse situation and or information, clearly and accurately communicate information. Discretion is limited and bound by existing system procedures and protocols. Outcomes are monitored by a supervisor or audited by a work system.
- (c) The system content is factual, involving standard and predictable transactions. Roles may work within mixed teams and employees are expected to work cooperatively with others. Employees may rotate through a variety of tasks, as determined by managers, to provide varied work and achieve work area outcomes.

- (d) Employees at this level may be asked, from time to time, to provide induction training for Employees at this level.
- (e) These positions require a good understanding of hospital systems. Employees at this level are expected to understand hospital procedures, information requirements and protocols so they can be communicated and supportively to members of the public.

3. Grade 1

3.1 Description

Positions at the Grade 1 level are regarded as base grade administrators or operators within a defined activity.

3.2 Work Level Standard

- (a) Grade 1 level positions require knowledge associated with several years experience or technical training. They require performance of related tasks within a defined area of activity which have clearly defined objectives. They require the ability to obtain cooperation to comply with technical and administrative arrangements, or to provide information and advice to members of the public consistent with organisational guidelines.
- (b) There are established procedures for performing tasks. Positions are well defined, with standardised procedures, although the tasks performed may require the use of a number of accepted methods or systems. The most suitable course of action is selected from a limited range and effective choice is guided by precedent or rule and can be learned.
- (c) The positions' progress is closely monitored against standards, targets or budgets, though there is limited flexibility in the means of achieving these. The positions report frequently on work progress and/or receive instructions which determine the work program and the standards to be achieved. The positions are required to analyse situations or information, clearly and accurately communicate information, or make recommendations to peers or immediate supervisors.

3.3 Typical Role/Duties

- (a) Prepare statistical reports and summaries and monitor and check accuracy of reports;
- (b) Monitor daily billings and collections by cashiers and banking;
- (c) Process standard claim forms, ensuring that all legislated procedural requirements are met;
- (d) Train new Employees in basic clerical or administrative functions;
- (e) Follow progress of invoices, orders or payments to ensure action occurs as specified in these documents;

- (f) Undertake enquiries related to work area; for example the availability of ordered stock, the best available price for ordered items, overdue accounts;
- (g) Maintain accurate and effective filing systems;
- (h) Communicate with external organisations such as health insurance funds, Accident Compensation Commission, Veterans' Affairs, and WorkCover claims administration agents regarding payment of accounts;
- (i) Prepare minutes and agendas, and coordinate meeting dates for committee meetings.

3.4 Positions Included at this Grade

Positions at this Grade include the following (which will only be classified at this Grade):

- (a) from FFPPOA 1 October 2018 – Interpreter (unqualified)

4. Grade 2

4.1 Description

Positions at this level are regarded as:

- (a) supervisory positions coordinating a small work group; or
- (b) as an entry level specialist role within a particular technical or professional area; or
- (c) experienced operators within a specific activity.

4.2 Work Level Standard

- (a) Undertaking Certificate/Diploma level in accordance with the Australian Quality Training Framework or equivalent. Grade 2 positions require technical/administrative training with several years' experience, or equivalent work experience. They require supervisory or technical leadership within one or two activities which have well defined objectives. Good persuasive skills are required to obtain cooperation in the achievement of objectives or for the communication of technical or administrative information.
- (b) Positions are clearly defined and procedures established and standardised, however there is a range of varied techniques and methods available to perform work. Election of the most suitable courses of action is aided by rules, guides, procedures or precedent.
- (c) Although the positions' work progress is closely monitored against standard, budgets or targets, there is some flexibility in the means for achieving these. The positions generally report frequently on progress and performance. Supervisory positions may share accountability for actions or decisions with peers or line management, while technical or professional specialists are

one of a number of sources which analyse and provide advice or a specialised service.

4.3 Typical Role/Duties

- (a) Supervise the day to day activities of a small group of staff (relative to the size of the organisation) within a specified function (e.g. payroll, patient accounts);
- (b) Liaise with immediate supervisor and middle management level positions to seek and provide information;
- (c) Establish and maintain appropriate work patterns and procedures for the function supervised;
- (d) Administer the function to ensure current policy and procedures are understood and adhered to;
- (e) Prepare reports for use by management;
- (f) Liaise and consult with external agencies (e.g. Medicare, Health Insurance Funds, Transport Accident Commission, WorkCover) with regard to routine transactions;
- (g) Liaise with patients/clients to obtain information and discuss problems in relation to routine transactions;
- (h) Liaise with suppliers for the routine purchase and delivery of health service supplies.

4.4 Positions Included at this Grade

Positions at this Grade include the following (which will only be classified at this Grade):

- (a) from FFPPOA 1 October 2018 – a qualified interpreter/translator where they are accredited by the National Accreditation Authority of Translators and Interpreters (NAATI) and are capable of interpreting into one other language.

5. Grade 3

5.1 Description

Positions at this level are regarded as:

- (a) senior supervisory positions overseeing a small to medium sized work group (relative to the size of the health service); or
- (b) a specialist role within a particular technical or professional position; or
- (c) administrators responsible for a specified activity recognised across the health service.

5.2 Work Level Standard

- (a) Positions require proficiency in the use of established technical or administrative processes through a number of years experience in the field or a qualified tertiary graduate. They demonstrate supervisory or technical leadership for a distinct activity which may need to be coordinated with other activities. Positions require the ability to obtain co-operation and assistance in the administration of well defined activities and/or to influence others in the achievement of set objectives.
- (b) The broad parameters of the position are clearly defined, although judgement may be required to select from a range of standardised systems or techniques. Precedent or standard procedures or instructions generally exist for most work situations and policy guidelines may assist in the selection of the most suitable course of action.
- (c) Supervisory positions independently organise and oversee the day-to-day activities of subordinate staff within clearly defined standards, budgets and time frames. Specialist positions provide sound technical advice to peers, and to more senior positions. All positions are responsible for recommending or accepting particular actions.

5.3 Typical Role/Duties

- (a) Recruit and select permanent and temporary staff for general positions;
- (b) Coordinate and submit consolidated reports;
- (c) Implement controls and systems to ensure resources are fully utilised and health service policies are implemented;
- (d) Develop and present training programs;
- (e) Liaise with senior staff to obtain and present information;
- (f) Allocate and control staff and resources to ensure activities of the work area are carried out efficiently and effectively;
- (g) Monitor safe work practices and security standards to maintain a safe and secure environment;
- (h) Assist staff with problems, and recommend action to be taken.

5.4 Positions Included at this Grade

Positions at this Grade include the following (which will only be classified at this Grade):

- (a) from FFPPOA 1 October 2018 – Workplace Trainer/Careers Advisor;
- (b) from FFPPOA 1 October 2018 – a qualified interpreter/translator, where they are accredited by the National Accreditation Authority of Translators and Interpreters (NAATI) and are capable of interpreting/translating into two or more languages).

6. Grade 4

6.1 Description

Positions at this level are regarded as:

- (c) middle management in control of a medium workforce; or
- (d) administrators managing a function, or an experienced specialist role within a particular technical or professional discipline.

6.2 Work Level Standard

- (a) Positions require proficiency in the use of broad technical or administrative processes through a number of years of experience in the field or to be a tertiary graduate with a number of years experience in the field. They require understanding and/or leadership across an activity, which may need coordination with other activities. Considerable persuasive skills are required for successful adoption of operational schedules and to gain cooperation of the workforce.
- (b) The broad parameters of the job are well known but are often diverse and require judgement in selecting the appropriate action. Problems are generally manageable and solutions guided by precedent and practice.
- (c) Management positions are accountable for the scheduling and implementation of major work programs within defined budgets and policy guidelines. Specialist jobs provide authoritative advice to peers and more senior positions in the discipline. As such all positions are predominantly responsible for the action undertaken.

6.3 Typical Role/Duties

- (a) Provide advice on techniques and procedures for occupational health and safety matters (including infection control);
- (b) Undertake quality and risk management programs to ensure the achievement of required standards;
- (c) Develop rosters for the cleaning of all wards and presentation of gardens involving up to 100 staff;
- (d) Prepare reports on service delivery development and undertake special projects for the health service and Department of Human Services/Department of Health;
- (e) Review the staff profile and adjust where necessary to maintain the integrity of reports and the internal staff profile, advise on funding available for staffing requirements;
- (f) Oversee and contribute to the formulation, implementation and ongoing review of staff induction and training programs;
- (g) Collaborate with senior management, Medical Officers, injured Employees, unions and rehabilitation providers to devise, plan and implement rehabilitation programs;

- (h) Review existing computer software effectiveness with a view to enhancing its functionality and develop software to meet new requirements; (to be re-visited)
- (i) Prepare and interpret financial budgets, annual returns and comparative monthly statements.

7. Grade 5

7.1 Description

Positions at this level are:

- (a) senior managers, professionals and specialists who are generally responsible for a significant operational area, function or department within a division or health care services unit; or
- (b) multi-function manager of smaller health services providing a range of services across the agency.

7.2 Work Level Standard

- (a) A high degree of proficiency in the use of technical or administration processes through extensive experience would be typical at this level along with appropriate qualifications. Understanding and leadership across a number of activities within the major program require considerable coordination skills. It also requires persuasive ability to gain the commitment of peers and subordinates in the identification of action plans and managing progress where there are competing activities.
- (b) Although work assignments apply familiar techniques and methods, there is also a requirement to recommend the modification or adaptation of techniques and methods that impact upon other areas of the agency. These activities require the detailed analysis of the major alternatives, including cost impact and implications for implementation prior to the presentation of well thought through action plans.
- (c) Considerable latitude is provided to senior managers in the design of work programs, independent allocation of resources and control over budgets. Nonetheless, the position operates within the constraints of agency policy/procedure, Department of Human Services/Department of Health guidelines and professional standards. These positions are held accountable for significant projects or functions which involve a major requirement to make things happen, consistent with the established standards.

7.3 Typical Role/Duties

- (a) Plan operating budgets and resource requirements to accommodate expanded facilities and services;

- (b) Investigate the supply needs of the organisation/s leading to the development of purchasing and inventory control programs required to achieve cost effective delivery schedule;
- (c) Inspect suppliers, manufacturing and wholesale operations to ensure the achievement of minimum standards of hygiene, product quality, distribution and storage standards;
- (d) Develop menus, oversee food preparation and presentation and manage food supply within budget limits for a medium health service;
- (e) Manage a range of services within a small health service covering patient services, finance, personnel, gardening, building maintenance and community relations;
- (f) Establish, manage and oversee consultative mechanisms and advise health service management on developing industrial and Employee-related issues;
- (g) Represent and advocate on behalf of the health service at industrial relations tribunals and in labour negotiations;
- (h) Conduct programmed audits into operational and financial procedures and the safeguarding of assets;
- (i) Determine the performance of organisational units in the health service in respect of their financial planning, and control activities in compliance with management instructions, statements of policy and procedures, high standards of administrative practice and health service objectives.

8. Grade 6

8.1 Description

Positions at this level are:

- (a) senior managers of large divisions; or
- (b) expert managers of complex/advanced functions with agency-wide application; or
- (c) executives of smaller or district health services providing a range of services across the agency; or
- (d) senior managers of a number of varied functions across the health service.

8.2 Work Level Standard

- (a) At this level, positions require specialised knowledge resulting from years of experience in health service management. Appropriate tertiary qualifications are typically required at this level. The knowledge required spans several disciplines and there is a requirement for integration of a range of associated operations as part of a major program delivery. There is a requirement for persuading others to adopt a particular course of action

where there are competing objectives and priorities plus a variety of outcomes.

- (b) Standard systems, methods and procedures are determined by positions at this level for adherence across a health service or group of specialised health care services. This requires extensive analytical skills in interpreting service needs, general guidelines, local conditions and the achievability of the desired results.
- (c) Management positions typically follow operating precedent and procedure but there is latitude in the emphasis given across a range of projects or services. Similarly, positions have a role in the development of business plans, new operation targets and the apportionment of total resources, but there are others who are predominantly responsible for the determination of these aspects. Technical/professional positions are regarded by professional peers as expert in the disciplines covering a complete function where the advice rendered would only be challenged by other experts. In all cases, the position is held accountable for the integrity of the service/project/advice and the achievement of significant standards of performance benefiting the entire agency.

8.3 Typical Role/Duties

- (a) Prepare economic and demographic forecasts as part of an overall planning process to determine the future growth and services of the health service;
- (b) Develop financial control systems, budget guidelines and reporting mechanisms so that the health service Executive and Board have a complete understanding of the financial viability, efficiency and future options for resource management;
- (c) Direct and control a range of technical and engineering services covering plant, building and grounds maintenance, capital and minor works, plant and equipment assessment, energy management, and reticulation of electricity, water, gases;
- (d) Direct and control a significant service function in a medium to large health service, determining staffing, training, supply and expenditure needs for the division;
- (e) Oversee and direct the provision of a comprehensive patient food service, as well as an extensive non-patient service through varied on-site food service outlets, including staff cafeteria, coffee shop, bistro/snack bar;
- (f) Advise and counsel management and senior staff on human resource issues, such as disciplinary matters, the identification of new work practices to reduce budget overruns, consultative strategies, training needs and management obligations.

9. Grade 7

9.1 Description

Positions at this level are:

- (a) executives of small health services administered with the assistance of a central or regional organisation; or
- (b) the executive managing a number of smaller health services annexed to a medium to large regional health service; or
- (c) manager in charge of a principal division/department of a medium to large health service.

9.2 Work Level Standard

- (a) At this level, the emphasis is on the management of a range of service support activities or the management of a major division in a medium sized health service. Appropriate tertiary qualifications are typically required at this level. Activities would embrace the planning, organising, directing and controlling of subordinate staff that in turn have specific technical responsibilities. This requires leadership to gain full integration of support activities affecting the total health service. Positions would require a specialised knowledge resulting from years of experience in administration and management as well as in their field of expertise.
- (b) Operating policy and standards to be applied across the health service are established by positions at this level. A good understanding of the health system is required for the position to identify innovative solutions to complex matters affecting the whole of the service delivery.
- (c) Direction of the work program is defined in terms of results to be achieved within agreed budgets, the effectiveness of outcomes being subject to ongoing executive, Board and/or Departmental review. Principal management positions within a medium to large health service would provide advice and report to executive positions. Executive positions independently managing small health services with a high degree of delegation would be accountable for the management, administration and operation of such small health services, but would seek advice from their professional peers within a larger health service.

9.3 Typical Role/Duties

- (a) Direct and control a range of services within a small health services covering industrial relations, personnel, finance, accounts, patient services, buildings and grounds maintenance, plus community relations;
- (b) Prepare, manage and monitor the health service's budget including the examination of resource utilisation and redeployment of resources to areas to meet priority needs;

- (c) Monitor budget and patient throughput targets and take remedial action to ensure that each small or annexed health service meets the conditions of its Health Service Agreement;
- (d) Administer and control the financial management and accounting functions of the health service, resulting in guidance to management on the most efficient and effective manner in which the financial resources of the health service can be best utilised;
- (e) Provide the management of the health service with information and data that will assist in establishing short, medium and long term goals to ensure that the future planning and direction of the agency is aimed at providing an optimum level of patient and community care.

10. Grade 8

10.1 Description

Typically positions at this level operate at:

- (a) the executive level; or
- (b) Managers in control of a substantial division/department or facility in a large health service; or
- (c) Chief Executives of small hospitals or community health centres.

10.2 Work level standards

- (a) At this level, the principal emphasis is management of major and large activities embracing the planning, organising, directing and controlling of subordinate staff that in turn have managerial responsibilities. This requires leadership at both a technical and human resource level to gain maximum integration of diverse activities affecting the total health service. Negotiation with external groups on difficult and sensitive health care and service delivery issues would be a regular feature of jobs at this level.
- (b) In addition to setting the standards of service across the health service, this position is required to understand community and government needs in relation to health care. This provides the framework for positions at this level to create new services, establish new service standards or reallocate/redesign the ways in which such services are provided to the community.
- (c) Direction of the work program is defined in terms of results to be achieved within agreed budgets but with methods being suggested and seldom specified in detail. Judgements on the effectiveness of outcomes are subject to ongoing review and there is a requirement to report to other executives and the Department of Human Services/Department of Health on major issues. Within this context, it is clearly the responsible manager in the areas of delegated accountability.

10.3 Typical Role/Duties

- (a) Develop and implement plans for future expansion of services and facilities to meet emerging community health needs and operating efficiency constraints;
- (b) Direct and control subordinate managers in control of environmental services, linen services, engineering and technical services, human resources, supply, catering, patient services, management information services and public relations;
- (c) Represent the health service in meetings with external professional organisations and the Department of Human Services/Department of Health in order to facilitate improved service standards and achievement of budget constraints;
- (d) Authorise statutory and other reports as required by the Department of Human Services/Department of Health in relation to service delivery standards and budget status;
- (e) Direct and control the full range of services for a small, independent health service, which may include an attached nursing home, including policy development and planning for the short and longer term development of the health services;
- (f) Control the accounting and financial reporting functions of business, investment and operational units which are conducted independently of the hospital's operating and funding arrangements;
- (g) Direct and control the management and operation of the Central Linen Service providing administrative direction, financial controls, capital replacement and development plans, as well as the determination of a cost structure for the supply of linen to metropolitan hospitals.

11. Grade 9

11.1 Description

Positions at this level are:

- (a) Chief Executives of district hospitals or Community Health Centres or equivalent; or
- (b) An executive managing the principal functions in a major, multi-faceted, multi-campus institution.

11.2 Work Level Standards

- (a) At this level, a thorough understanding of health care administration and health care issues is required in order to manage large and complex services, obtain maximum productivity from a large workforce and integrate all aspects of health care. In addition to the direct management of all administrative support functions, positions at this level are required to

directly influence clinical and clinical support service delivery. Negotiations at this level occur with professional specialists and significant community representatives in regard to service delivery, facilities and resource requirements.

- (b) Because many of the issues are complex and require considerable interpretation, to the major health care issues, this position is required to develop proposals to identify the future plans for the health service and the nature of its services. Influencing factors are diverse and choice often requires a synthesis of opinions, detailed analysis of options and presentation of achievable plans. Support in the management of these issues may be provided, as appropriate, through the Chief Executive, Medical and Nursing Directors, or Executive managers, Department of Human Services/Department of Health representatives and expert consultants in specialist fields.
- (c) The achievement of results is substantially vested in this position allowing considerable autonomy in the deployment of allocated resources and management of project plans. At the same time, there is limited freedom to initiate and commit the health service to new ventures without approval from the key stakeholders and Chief Executive/Board. Within the context of approved policy, the position can commit the organisation to major expenditure programs and can act as spokesperson in public forums.

11.3 Typical Role/Duties

- (a) Undertake major special projects that substantially reshape the future health care service for a major health service;
- (b) Direct and control a comprehensive human resource function in a major or multi-faceted, multi-campus health service providing strategic advice to the Executive, and directing a range of activities including workforce planning; organisation and policy development; industrial relations; salary administration; occupational health and safety policy, training and procedures; rehabilitation and WorkCover claims management and representation; personnel administration; staff development and training; staff counselling and the selection, recruitment and termination of Employees;
- (c) Manage the full range of administrative and support functions and services for a large health service, identify outcomes, resources and standards of operation and manage specific issues, to improve operating efficiency and effectiveness;
- (d) Manage an executive relationship with unions which involves the identification of issues and strategies for the consultative involvement of staff through elected representatives, as well as the negotiation of disputes which may occur from time to time;

- (e) Liaise and negotiate with Department of Human Services/Department of Health on health service-wide policy matters; including resources, health care delivery, capital works and other matters;
- (f) Direct the health service's planning activities and provide leadership and overall guidance in both the administration and operation of a district hospital;
- (g) Advise the Board of Management on matters of policy, financial planning, service needs and delivery, legal and statutory obligations and any other matters affecting the service delivery of a small-medium hospital.

12. Grade 10

12.1 Description

Positions at this level are senior executives of a major health service or equivalent.

12.2 Work Level Standards

- (a) At this level, positions require a full understanding of public health care issues plus health system management. The management role covers all aspects of health care provided by a major health service including funding, standards of clinical practice and clinical support service delivery and long term planning of resources and future services. Negotiations at this level require skill to persuade the CEO and the Board of Management, executive representatives of the Department of Human Services/Department of Health and all levels of government plus community representation.
- (b) A requirement at this level is to develop short, strategic plans to meet the requirements of the local community, match Department of Human Services/Department of Health standards and ensure appropriate standards of health care delivery. In developing proposals and implementation plans, positions at this level are provided with latitude but are required to ensure that all aspects are fully explored and acceptable to the key stakeholders.
- (c) Broad operating policies are provided from the Executive and the Board and/or Department of Human Services/Department of Health along with an understood level of health care delivery for the local community. The allocation and organisation of all resources relating to principal functions are determined by positions at this level covering all aspects of the health service's activities. All executives at this level are held accountable for the achievement of the total health care delivery and service standards for the health service.

12.3 Typical Role/Duties

- (a) Develop, negotiate and implement budgets covering all aspects of the health service's activities;

- (b) Set policy and procedures for the effective and efficient running of the health service and delivery of health care;
- (c) Control and manage non-clinical services within a health service, as the senior executive, providing executive support and relief to the Chief Executive, and financial advice to the Board of Management;
- (d) Develop and implement policies, programs and procedures for the health service;
- (e) Managing a principal function the operations of a medium-sized or a large regional Hospital and ensure that resources are allocated appropriately in order to achieve targets within the budget parameters.

13. Grade 11

13.1 Description

Positions at this level are:

- (a) Chief Executives of large, regional health services or of a comparable specialist function health service OR
- (b) a senior executive of a major multifaceted, multi-campus health service.

13.2 Work Level Standard

- (a) At this level, positions require a thorough knowledge and expertise in health care issues and health service management. The management role covers all aspects of health care provided by large, regional health services, including funding, standards of clinical practice and clinical support service delivery and long term planning of resources and future services, or the management of significant non-clinical operations. Negotiations at this level require skill to persuade Boards of Management, Executive representatives of the Department of Human Services/Department of Health and government representation.
- (b) At this level, positions are likely to be required to identify major health care trends and develop strategic plans to meet the community requirements, Department of Human Services/Department of Health standards and ensure appropriate standards of health care delivery. The management plans and health service delivery standards developed by this job would be regarded by peers and health care experts as innovative and applicable throughout the health industry.
- (c) CEO positions at this level manage large health services, and are accountable for the full range of operations. The Board and/or the Department of Human Services/Department of Health provide broad operating policies, and positions would exercise judgement to achieve planned results.

- (d) Senior executives would operate with considerable flexibility and autonomy in the determination of strategies, budget allocation and major projects undertaken according to Board delegations.

13.3 Typical Role/Duties

- (a) Develop, negotiate and implement budgets covering all aspects of the health service's activities.
- (b) Direct and control the delivery and provision of health care services which may include providing primary and secondary care and administrative support to other health services.
- (c) Initiate, develop and implement plans, policies and procedures designed to achieve high quality health and patient care.
- (d) Develop short, medium and long term capital, resource and service delivery development plans and direction.
- (e) Negotiate the Health Service's Funding Agreement with the Department of Human Services/Department of Health.

14. Grade 12

14.1 Description

Positions at this level are Chief Executives of large health services that typically consist of a number of sites or a comparable specialist health service.

14.2 Work Level Standard

- (a) At this level, positions require substantial knowledge and expertise in local and state-wide public health care issues and health service management. The management role covers all aspects of health care provided by major health services including funding, standards of clinical service delivery and long term planning of resources and future services. Negotiations at this level require skill to persuade Boards of Management, Executive representatives and Department of Human Services/Department of Health and government representation.
- (b) At this level, positions are required to anticipate research and identify major health care trends and develop short and long term plans. Considerable judgement is required to ensure that all aspects of these plans and new services meet all the requirements of all stakeholders. As a result of initiatives undertaken by jobs at this level, it would be expected that programs could be adopted at other health services and substantially improve the standard of health care in the whole community.
- (c) The position is accountable for total health care service, cost effective delivery and implementation of long terms development plans. Considerable flexibility and autonomy is exercised by Chief Executives in the

determination of organisational strategies, budget allocation and major projects undertaken within broad delegations from the Board.

14.3 Typical Role/Duties

- (a) Develop and implement service delivery plans and meet changing health care needs.
- (b) Establish corporate structure and formal delegation of responsibilities.
- (c) Ensure that the financial management requirements are met.

15. Grade 13

15.1 Description

- (a) Positions at this level are Chief Executives of major, multi-faceted and multi-campus health services requiring a stature that clearly places the job at the most senior level in the industry. The position manages of an extremely large and diverse workforce and controls a substantial operating budget.
- (b) The position manages an organisation with an extremely large and diverse and controls a substantial operating budget. The health service provides a comprehensive integrated health care service to people in the suburbs of metropolitan Melbourne and nearby catchment populations.
- (c) The services include public hospital services; aged in-patient, community and home care services; and in-patient and community mental health services.
- (d) The organisation is affiliated with a University for teaching medical and postgraduate nursing students and for postgraduate study and medical research.

15.2 Work Level Standard

- (a) Positions require a substantial knowledge and expertise in local and state-wide public health care issues and health service management. The management role covers all aspects of health care for a major multi-faceted and multi campus health service including funding, standards of clinical service delivery and long term planning of resources and future services. Negotiations at this level require skill to persuade Boards of Management, Executive representatives and Department of Human Services/Department of Health and government representation.
- (b) At this level, positions are required to anticipate research and identify major health care trends and develop short and long term plans. As such there is considerable professional judgement to be exercised, to ensure that all aspects of these plans and new services meet all the requirements of the various stakeholders. As a result of initiatives undertaken by jobs at this level, it would be expected that programs could be adopted at other health

services and substantially improve the standard of health care in the whole community.

- (c) Positions at this level manage major multi-faceted and multi-campus health care services. The position is accountable for total health care service, cost effective delivery and implementation of long terms development plans. The position is responsible for controlling a substantial operating budget. Considerable flexibility and autonomy is exercised by Chief Executives in the determination of organisational strategies, budget allocation and major projects undertaken within broad delegations from the Board.

PART 2: Managers and Administrative Workers – Royal Women’s Hospital and Royal Children’s Hospital

1. Overview

- 1.1 This classification structure applies only to Managers and Administrative Workers who are employed either by the Royal Women’s Hospital or the Royal Children’s Hospital. All other Managers and Administrative Workers will be classified pursuant to **Part 1 of Schedule 3D** of this Agreement.
- 1.2 This classification structure provides the opportunity for greater flexibility in work practices, the development of alternative organisational structures and innovative job design.
- 1.3 Grade 8 provides the minimum levels of remuneration for Employees whose positions entail a greater level of work value than that prescribed by Grade 7 classification descriptors set out below.
- 1.4 When an Employee is in any way reclassified from a Grade 1 to a Grade 2 they will not suffer a reduction in their base rate of pay.
- 1.5 Employees remunerated above the rates provided for in Grade 8 will be employed in accordance with the terms and conditions agreed between the Employer and the Employee, save that the overall terms and conditions will be on balance no less beneficial than the Agreement.
- 1.6 Employees in positions at Grade 3 or above will be paid an annualised salary pursuant to clause 151, unless otherwise determined by the relevant Department Head.
- 1.7 Where an Employee’s salary is not annualised, as determined by the relevant Department Head, the Employee will be entitled to payment of on-call, recall, overtime and allowances in accordance with this Agreement.
- 1.8 A new Employee will on appointment (unless otherwise agreed) be paid at increment Level 1 of the appropriate classification grade, save that this provision will not apply to persons appointed at Grade 8 or above.
- 1.9 Incremental advancement within Levels 1 to 4 inclusive will occur on the anniversary of the Employee’s appointment to that level.
- 1.10 Advancement to incremental Level 5 will be subject to the Employee meeting mutually agreed performance targets for two consecutive years at Level 4. The performance appraisal format of the Health Service will be used to assess the Employee’s performance, unless an alternate format is otherwise mutually agreed between the relevant Department Head and the Employee.

2. Grade 1A

NOTE: this classification is only effective from FFPPOA 1 October 2017. See clause 82 of Section 3.

2.1 Description

Administrative Workers Grade 1A are Employees who have limited experience in administrative duties and are working within a well defined work environment with clearly defined objectives.

2.2 Work Level Standard

- (d) Employees are expected to input and extract data, provide basic information and occasionally produce reports. They will be required to balance the operation of a number of clerical systems.
- (e) The roles are required to analyse situation and or information, clearly and accurately communicate information. Discretion is limited and bound by existing system procedures and protocols. Outcomes are monitored by a supervisor or audited by a work system.
- (f) The system content is factual, involving standard and predictable transactions. Roles may work within mixed teams and employees are expected to work cooperatively with others. Employees may rotate through a variety of tasks, as determined by managers, to provide varied work and achieve work area outcomes.
- (g) Employees at this level may be asked, from time to time, to provide induction training for Employees at this level.
- (h) These positions require a good understanding of hospital systems. Employees at this level are expected to understand hospital procedures, information requirements and protocols so they can be communicated and supportively to members of the public.

3. Grade 1

Grade 1 provides the minimum levels of remuneration for Employees whose positions entail a lesser level of work value than that prescribed by Grade 2 classification descriptors set out below but greater than Grade 1A.

3.1 Positions Included at this Grade

Positions at this Grade include the following (which will only be classified at this Grade):

- (a) from FFPPOA 1 October 2018 – interpreter (unqualified)

4. Grade 2

4.1 Description

Positions at the Grade 2 level are regarded as base grade administrators or operators within a defined activity.

4.2 Work Level Standard

- (b) Positions require knowledge associated with several years experience or technical training. They require performance of related tasks within a defined area of activity which have clearly defined objectives. They require the ability to obtain cooperation to comply with technical and administrative arrangements, or to provide information and advice to members of the public consistent with organisational guidelines.
- (c) There are established procedures for performing tasks. Positions are well defined, with standardised procedures, although the tasks performed may require the use of a number of accepted methods or systems. The most suitable course of action is selected from a limited range and effective choice is guided by precedent or rule and can be learned.
- (d) The positions' progress is closely monitored against standards, targets or budgets, though there is limited flexibility in the means of achieving these. The positions report frequently on work progress and/or receive instructions which determine the work program and the standards to be achieved. The positions are required to analyse situations or information, clearly and accurately communicate information, or make recommendations to peers or immediate supervisors.

4.3 Typical Role/Duties

- (a) Prepare statistical reports and summaries and monitor and check accuracy of reports;
- (b) Monitor daily billings and collections by cashiers and banking;
- (c) Process standard claim forms, ensuring that all legislated procedural requirements are met;
- (d) Train new Employees in basic clerical or administrative functions;
- (e) Follow progress of invoices, orders or payments to ensure action occurs as specified in these documents;
- (f) Undertake enquiries related to work area; for example the availability of ordered stock, the best available price for ordered items, overdue accounts;
- (g) Maintain accurate and effective filing systems;
- (h) Communicate with external organisations such as health insurance funds, Accident Compensation Commission, Veterans' Affairs, and WorkCover claims administration agents regarding payment of accounts;

- (i) Prepare minutes and agendas, and co-ordinate meeting dates for committee meetings.

4.4 Positions Included at this Grade

Positions at this Grade include the following (which will only be classified at this Grade):

- (a) a qualified interpreter/translator where they are accredited by the National Accreditation Authority of Translators and Interpreters (NAATI) and are capable of interpreting into one other language.

4.5 Benchmark Descriptors:

Administration	Office Co-ordinator, responsible for co-ordinating a range of complex secretarial functions including typing, compiling agendas for meetings, answering the telephone, photocopying and organising meetings and functions, to ensure the smooth running of an office, where at least one other person is employed. Responsible for providing clerical and word processing support.
Administration	Functions can vary including having contact with members of the public and diverting the calls as needed, or providing advice to the enquirers, and providing a high level of support to management to ensure the smooth operation of an executive office. Use a range of software packages and administrative procedures occurs at this level.
Clinical (from FFPPOA 1 October 2018 – Instrument/Theatre Technician Managers)	Undertakes additional managerial responsibilities, including rostering, daily allocations, professional development, training, mentoring, assessing and the supervision of others.
Finance	Positions responsible for the preparation of standard statistical reports, preparing information for the general ledger to ensure that complete and accurate records are supplied.
MIS	PC Support Officer requiring post-secondary, vocational training. Typical activities include PC installation, printer setup and cabling, initial hardware/software/user fault diagnosis, equipment inventories and records management, and providing users with information on hardware/software capacity.

5. Grade 3

5.1 Description

- (a) Positions at this level are regarded as supervisory positions coordinating a small specialised clerical work group; or

- (b) as an entry level specialist role within a particular technical or professional area; or
- (c) experienced operators within a specific activity.

5.2 Work Level Standard

- (a) Positions require technical/administrative training with several years' experience or equivalent work experience. They require supervisory or technical leadership within one or two activities which have well defined objectives. Good persuasive skills are required to obtain cooperation in the achievement of objectives or for the communication of technical or administrative information.
- (b) Positions are well defined and procedures established and standardised, however there is a range of varied techniques and methods available to perform work. Selection of the most suitable courses of action is aided by rules, guides, procedures or precedent.
- (c) Although the positions' work progress is closely monitored against standard, budgets or targets, there is some flexibility in the means for achieving these. The positions generally report frequently on progress and performance. Supervisory positions may share accountability for actions or decisions with peers or line management, while technical or professional specialists are one of a number of sources which analyse and provide advice or a specialised service.

5.3 Typical Role/Duties

- (a) Supervise the day to day activities of a small group of staff within a specified function (e.g. payroll, patient accounts);
- (b) Liaise with immediate supervisor and middle management level positions to seek and provide information;
- (c) Establish and maintain appropriate work patterns and procedures for the function supervised;
- (d) Administer the function to ensure current legislation are understood and adhered to;
- (e) Prepare accounts and reports for use by middle management;
- (f) Liaise and consult with external agencies (e.g. Medicare, Health Insurance Funds, Transport Accident Commission, WorkCover) with regard to problem accounts and compensable claims;
- (g) Negotiate with patients to obtain information and discuss problems in paying accounts and arrange payment procedures;
- (h) Negotiate with suppliers for the purchase and delivery of hospital supplies.

5.4 Benchmark Descriptors

SECTION 3 – MANAGERS AND ADMINISTRATIVE WORKERS

Personnel	Supervise pay clerks in the day to day functions of payroll services, process pay documents, train staff and assist the Pay Manager, to ensure that all pays are processed accurately.
Personnel	Assistance to an experienced personnel practitioner/specialist within a specific and small range of activities (e.g. Recruitment, payroll, induction). Involvement typically includes documentation of proposals, co-ordination of recruitment events and organisation of induction programs.
Clinical (from FFPPOA 1 October 2018 – Instrument/Theatre Technician Managers)	Undertakes additional managerial responsibilities, including rostering, daily allocations, professional development, training, mentoring, assessing and the supervision of others.
Supply	As Purchasing Officer in the Supply Department of a major agency responsible for sourcing products, preparing specifications, evaluating quotations, purchasing goods, interviewing representatives and keeping abreast of products, within Departmental and Hospital guidelines.
Administration	Prepare and maintain rosters, supervise and allocate work of a number of staff involved in word processor operations and administrative/clerical duties, including mail sorting and distribution, filing and reception. Provide a confidential secretarial and administrative service to a senior executive, including appointments, letters, reports and maintenance of confidential files.
Engineering	As an experienced tradesperson in a large engineering department reporting to and/or assisting qualified engineers, ensures that the preventative maintenance programs for plant and equipment are carried out, supervise trades staff in this area and maintain the asset register.
Food Services	Rostering and supervision of food services staff involved in food presentation and delivery of meals for patients, special functions and other services, e.g. meals on wheels. Ensure hygiene and cleanliness of relevant areas.
Public Relations	Public Relations Officer in a large hospital, assist the Public Relations Manager, prepare newsletters, publications and medical releases; assist in promotional activities and liaise with community groups/organisations.
Finance	Supervise and control a section of the accounts area of a major agency, assign and check work of staff, prepare accounts, maintain records and prepare statistical reports and commentary.
MIS	Under the direction of an MIS professional, undertakes systems work such as programming, program maintenance and operations support (archival, backup, “help desk”).

MIS	Responsible for facilities administration including the monitoring of PC and peripheral equipment performance, fault finding and ratification, education of users on operational procedures, scheduling maintenance activities, and access to computing resources. Advice provided on the acquisition of hardware enhancement and PC software that has application for particular users.
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5.5 Positions Included at this Grade

Positions at this Grade include the following (which will only be classified at this Grade):

- (a) from FFPPOA 1 October 2018 – Workplace Trainer/Careers Advisor.
- (b) from FFPPOA 1 October 2018 – a qualified interpreter/translator, where they are accredited by the National Accreditation Authority of Translators and Interpreters (NAATI) and are capable of interpreting/translating into two or more languages).

6. Grade 4

6.1 Description

- (a) Positions at this level are regarded as senior supervisory positions overseeing a small to medium sized work group; or
- (b) administrators responsible for a specified activity recognised across the health service; or
- (c) a specialist role within a particular technical or professional position.

6.2 Work Level Standard

- (a) Positions require proficiency in the use of established technical or administrative processes plus a number of years experience in the field or a qualified tertiary graduate typically requiring a minimum 2-3 of years work experience. They require supervisory or technical leadership for a distinct activity which may need to be coordinated with other activities. Good persuasive skills are required to actively ensure successful operation of the work group, for communication of technical or administrative information and to convince others in the achievement of specific objectives.
- (b) The broad parameters of the position are clearly defined, although judgement may be required to select from a range of standardised systems or techniques. Precedent or standard procedures or instructions generally exist for most work situations and policy guidelines may assist in the selection of the most suitable course of action.
- (c) Supervisory positions independently organise and oversee the day-to-day activities of subordinate staff within clearly defined standards, budgets and time frames. Specialist positions provide sound technical advice to peers, and to more senior positions. All positions are responsible for recommending or accepting particular actions.

6.3 Typical Role/Duties

- (a) Recruit and select permanent and temporary staff for general positions;
- (b) Coordinate and prepare accounting, payroll or statistical records and submit consolidated reports;
- (c) Implement controls and systems to ensure resources are fully utilised and health service policies are implemented;
- (d) Liaise with hospital staff up to department head to obtain and present information;
- (e) Allocate and control staff and resources to ensure activities of the work area are carried out efficiently and effectively;
- (f) Monitor safe work practices and security standards to maintain a safe and secure environment;
- (g) Assist staff with problems, and recommend action to be taken.

6.4 Benchmark Descriptors

Engineering	As a broadly experienced trade engineer, responsible for: the supervision of maintenance/contract staff, provision of preventative maintenance programs for buildings, plant and equipment under direction from a more senior engineer. Experienced project/contracts officer responsible for: major and minor works administration, quotations and supervision of contract staff, application of tender document and quality control within set financial guidelines and budgets under the direction of a more senior engineer. Experienced training officer responsible for the formal training of staff and contractors in the process of emergency response and contingency and contractors policies and procedures.
Food Services	Responsible for the supervision of staff and the provision of services in a Food Production section across the health service. Encompasses apprentice training and monitoring, fresh food orderings, staff supervision and ensuring meals are produced to schedule.
Finance	A senior supervisory position responsible for all aspects of financial management or patient accounts through more junior supervisors or staff. The role involves: responsibility for the financial and management accounts for the Board of Directors, Department of Human Services and Department Heads; Tasks such as patient admissions, fee classifications, length of stay registers, refunds, debt collection, and patient statistics.
Supply	Responsible for supervising and co-ordinating the stores activity, involving ordering stock, daily stock-take, staff supervision and work delegation, maintaining stock levels, directing pick-ups and deliveries, and preparation of leave rosters, and may deputise for the manager in their absence.
Administration	Manage the affairs of an office, a group of executives and various committees plus undertake investigations and analysis of organisational issues that require the preparation of position papers. Activities include compilation and follow-up of agendas, conference/seminar planning and

	organisation, composition of non-procedural documents, management of executive management activities, development of office and administrative systems.
Personnel	Supervise a team of personnel administrators or payroll staff providing services related to pay, employment conditions, entitlements and workforce statistics. Also required to provide analysis of staffing issues (e.g. about turnover, absenteeism, establishment, budgets and labour costs) with commentary on the implication of this for the institution.
Personnel	Personnel practitioner in a major activity (e.g. training and development, Employee relations, workforce/recruitment). Activities involve the analysis of organisational needs, recommendation of a course of action, preparation of documentation and delivery of the service (e.g. training programs, recruitment campaigns).
MIS	Qualified and experienced systems officer undertaking a range of programming and analysis activities in a range of different systems. Independently undertakes activities under general direction related to a small number of projects at any one time.

7. Grade 5

7.1 Description

Positions at this level are regarded as an experienced specialist role within a particular technical or professional discipline.

7.2 Work Level Standard

- (a) Positions require proficiency in the use of established technical or administrative processes plus a number of years of experience in the field and are usually a tertiary graduate with a number of years experience in the field. They require understanding and/or leadership across an activity, which may need coordination with other activities. Considerable persuasive skills are required for successful adoption of operational schedules and to gain cooperation of the workforce.
- (b) The broad parameters of the job are well known but are often diverse and require judgement in selecting the appropriate action. Problems are generally manageable and solutions guided by precedent and practice.
- (c) Management positions are accountable for the scheduling and implementation of major work programs within defined budgets and policy guidelines. Specialist jobs provide authoritative advice to peers and more senior positions in the discipline. As such all positions are predominantly responsible for the action undertaken.

7.3 Typical Role/Duties

- (a) Provide advice on techniques and procedures for infection control and safety matters;
- (b) Carry out a quality assurance program to ensure the achievement of required standards of presentation, hygiene and cost of delivery;
- (c) Prepare reports on service delivery development and undertake special projects for the health service and Department of Health;
- (d) Review the staff establishment profile and adjust where necessary to maintain the integrity of Health Computing Service reports and the internal establishment profile, advise on funding available for staffing requirements. Direct and control the salary administration program;
- (e) Oversee and contribute to the formulation, implementation and ongoing review of staff induction and training programs;
- (f) Collaborate with Department Heads, Medical Officers, injured Employees, unions and rehabilitation providers to devise, plan and implement rehabilitation programs;
- (g) Review existing computer software effectiveness with a view to enhancing its functionality and develop software to meet new requirements;
- (h) In conjunction with the Finance Manager, prepare and interpret financial budgets, annual returns and comparative monthly statements.

7.4 Benchmark Descriptors

Finance	Responsible for the preparation of monthly financial performance figures to a senior finance specialist so that targets can be measured, budgets updated and advice provided to a major division (e.g. Nursing), on activity levels, costing and budget strategy. An experienced and/or qualified accountant supervising a team, reporting to a more senior accountant.
Personnel	As an experienced personnel practitioner with day to day responsibility for training and development, or a group of specialist HR activities, responsibility for industrial relations under direction of a senior human resource specialist.
Food Services	Assistant Food Services Manager at a large campus responsible for commercial aspects and service standards of food production, presentation and distribution. Activities include quality control over special/ethnic dietary requirements of patients and clients attending functions, organising and supervising major functions and “meals on wheels” services, supervision of cafeteria staff and food service officers, and stock management of food supplies and catering requirements.
Material Resources	An experienced Materials Resources practitioner, who deputises for the Manager and assists with plans, directions and control for the purchasing, receipt, storage, distribution of supplies for the health service. The role involves ensuring products and equipment are purchased at the most favourable price, consistent with quality requirements, efficient lay-out of stores, and maintenance of stock at economic levels.

Engineering	Engineer (operations/maintenance) for a hospital campus responsible for maintenance and operation of plant, equipment, buildings, essential services, energy management, building services and grounds, and supervision of maintenance staff/contractors, as well as implementing maintenance (breakdown, and planned procedures), liaising with emergency services and may involve supervising contract staff engaged on infrastructure works and may include the maintenance of off campus site; reporting to an engineering manager/senior engineer.
MIS	As an experienced systems analyst in a large agency, identify problems with the central computer hardware and ensure they are fixed, advise staff on system configurations and capabilities, modify existing applications to meet user requirements.

8. Grade 6

8.1 Description

Positions at this level are senior managers, professionals and specialists who are generally responsible for a significant operational area, function or department within a division; or

8.2 Work Level Standard

- (a) A high degree of proficiency in the use of technical or administration processes plus extensive experience in the field spanning many years would be typical at this level. Understanding and leadership across a number of activities within the major program require considerable coordination skills. It also requires persuasive ability to gain the commitment of peers and subordinates in the identification of action plans and managing progress where there are competing activities. Specialist professional positions would typically require a minimum of 7-10 years experience in this field.
- (b) Although work assignments apply familiar techniques and methods, there is also a requirement to recommend the modification or adaptation of techniques and methods that impact upon other areas of the agency. These activities require the detailed analysis of the major alternatives, including cost impact and implications for implementation prior to the presentation of well thought through action plans.
- (c) Considerable latitude is provided to senior managers in the design of work programs, independent allocation of resources and control over budgets. Nonetheless, the position operates within the constraints of agency policy/procedure, and professional standards. These positions are held accountable for significant projects or line functions which involve a major requirement to make things happen, consistent with the established standards.

8.3 Typical Role/Duties

- (a) Plan operating budgets and resource requirements;
- (b) Investigate the supply needs of the organisation/s leading to the development of purchasing and inventory control programs required to achieve cost effective delivery schedule;
- (c) Inspect suppliers, manufacturing and wholesale operations to ensure the achievement of minimum standards of hygiene, product quality, distribution and storage standards;
- (d) Develop menus, oversee food preparation and presentation and manage food supply within budget limits for a medium institution;
- (e) Represent and advocate on behalf of the health service at industrial relations tribunals and in labour negotiations;
- (f) Conduct programmed audits into operational and financial procedures and the safeguarding of assets;
- (g) Determine the performance of organisational units in the hospital in respect of their financial planning, and control activities in compliance with management instructions, statements of policy and procedures, high standards of administrative practice and hospital objectives.

8.4 Benchmark Descriptors

Finance	As an experienced qualified financial manager reporting to a more senior financial manager, provide specialist financial advice, ensure that the hospital financial systems are maintained effectively, that statutory and legislative requirements are followed and professional standards maintained. Be responsible for the accounts section and supervising and guiding accounts staff.
Material Resources	Plans, directs and controls the purchasing, warehousing and distribution of supplies to the health service. The role involves recommending policies and developing systems and procedures for the department, which are implemented through subordinate supervisors. Ensures significant pricing benefits are obtained through bulk purchasing arrangements with other large agencies.
Personnel	Unit Human Resources manager providing advice, counsel and recommendations on improving Employee relations, training needs, work practice or staffing matters. Typically reports to a more senior Human Resources manager.

9. Grade 7

9.1 Description

- (a) Positions at this level are senior heads of large divisions; or

- (b) expert managers of complex/advanced sections with agency-wide application; or
- (c) junior executives of small or distribute institutions providing a range of services across the agency; or
- (d) senior managers of a number of varied functions across the agency.

9.2 Work Level Standard

- (a) At this level, positions require specialised knowledge resulting from very many years of experience in hospital or general industry administration, tertiary study and project management. The knowledge required spans several disciplines and there is a requirement for integration of a range of associated operations as part of a major program delivery. There is a requirement for persuading others to adopt a particular course of action where there are competing objectives and priorities plus a variety of outcomes.
- (b) Standard systems, methods and procedures are determined by positions at this level for adherence. This requires extensive analytical skills in interpreting service needs, general guidelines, local conditions and the achievability of the desired results.
- (c) Line management positions are bound by operating precedent and procedure but there is latitude in the emphasis given across a range of projects or services. Similarly, positions have a role in the development of business plans, new operation targets and the apportionment of total resources, but there are others who are predominantly responsible for the determination of these aspects. Technical/professional positions are regarded by professional peers as expert in the disciplines covering a complete function where the advice rendered would only be challenged by other experts. In all cases, the position is held accountable for the integrity of the service/project/advice and the achievement of significant standards of performance benefiting the entire agency.

9.3 Typical Role/Duties

- (a) Prepare economic and demographic forecasts as part of an overall planning process to determine the future growth and services of the health service;
- (b) Develop financial control systems, budget guidelines and reporting mechanisms so that the Hospital Executive and Board have a complete understanding of the financial viability, efficiency and future options for resource management;
- (c) Direct and control a range of technical and engineering services covering plant, building and grounds maintenance, capital and minor works, plant and equipment assessment, energy management, and reticulation of electricity, water, gases;

- (d) Direct and control a significant service function determining staffing, training, supply and expenditure needs;
- (e) Oversee and direct the provision of a comprehensive patient food service, as well as an extensive non-patient service through varied on-site food service outlets, including staff cafeteria, coffee shop, and bistro/snack bar.

9.4 Benchmark Descriptors:

Food Services	As Food Services Manager of a large hospital/campus, ensure that meals are provided to all patients, staff and other organisations in an effective and efficient manner, determine budget requirements with the finance department, and determine menus in accordance with the nutrition department and purchasing requirements. Ensure that the department operates within the allocated budget allocation and develop policies and standards for the Department.
Engineering	Maintenance Engineer for the health service reporting to a more senior engineer, responsible for providing, organising and directing human and physical resources to provide an efficient maintenance service with minor works responsibility. Maintenance includes planned, breakdown and safety testing across all trades including contractors for building fabric and building services reticulation. Minor works are managed where standard building specifications would be adapted (for example to ward refurbishment); includes procurement; installation and commissioning of specialised equipment. An emphasis is placed on safety and technical aspects with financial control, co-ordinating and planning, industrial relations, education as being among important issues.
MIS	Functional Manager for a medium computing facility including operations, development, maintenance and network management. Supervises staff and has budgetary responsibility for acquisition of peripherals, additional computing hardware and supplies. A key focus of the position is ensuring that projects are completed on time/budget, provide users with the information needed, access to computing facilities is within accepted standards, and computing facilities are adequate for the needs of the institution, fast effective and reliable.
MIS	Expert professional project manager engaged on a project of strategic significance and technical complexity that requires organisational, systems development and technical know how of the highest order.

SCHEDULE 3E – SUPPORTED WAGE SYSTEM FOR EMPLOYEES WITH A DISABILITY

1. Workers Eligible for a supported wage

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

2. Eligibility criteria

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

3. Supported wage rates

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

Assessed Capacity	% Wage Rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

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

3.3 Provided that the minimum amount payable will be not less than \$75 per week.

4. Assessment of capacity

4.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the Employee will be assessed in accordance with the Supported Wage System by an assessor approved by the parties to the Agreement, having consulted the Employer and Employee, and if desired by the Employee, the HWU.

4.2 All assessments made under this Schedule must be documented in a Supported Wage System wage assessment agreement, and retained by the Employer as a time and wages record in accordance with the Act.

5. Lodgement of assessment instrument

5.1 All assessment instruments under the conditions of this clause, including the appropriate percentage of the Agreement wage to be paid to the Employee, will be lodged by the Employer with the Registrar of the Commission.

5.2 All assessment instruments will be agreed and signed by the parties to the assessment, provided that where the HWU is not a party to the assessment it will be referred by the Employer to the HWU at the time it is lodged with the Commission.

6. Review of assessment

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

7. Other terms and conditions

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

8. Workplace adjustment

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

9. Trial period

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

9.2 During the trial period the assessment of capacity will be undertaken and the proposed wage rate for a continuing employment relationship will be determined.

9.3 The minimum amount payable to the Employee during the trial period will be no less than \$75.00 per week.

9.4 Work trials should include induction or training as appropriate to the job being trialled.

9.5 Where the Employer and Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause 4 herein.

SCHEDULE 3F – WORKPLACE TRAINER/CAREERS ADVISOR

1. The Role

- 1.1 A Workplace Trainer/Careers Advisor will provide essential training and assessment activities – including designing and developing learning programs; using training packages and accredited courses to meet employee needs; planning, organising and delivering group and individual-based learning; facilitating learning in the workplace; and creating, implementing and managing assessment activities and processes.
- 1.2 This role is required to deliver training and assessment services in the health industry. They will be required to teach competencies from training packages across Certificate II to a Diploma level in classifications covered by the Agreement. The position also advises participants in relation to possible career pathways, and areas of potential future training and employment.
- 1.3 The subjects that the position will deliver are to be determined in conjunction with the strategy set by the Agreement Implementation Committee (AIC) which may change from time to time.
- 1.4 Particular emphasis for training will be given to certain types of individuals, including those:
- (a) without computer skills;
 - (b) who have not completed secondary school education; and,
 - (c) whose English may be a second language.
- 1.5 The position may require delivery of evening or weekend classes as determined by the needs identified by the Agreement Implementation Committee.

2. Duties

Duties include:

- 2.1 Design learning programs that meet industry expectations and provide meaningful learning experiences.
- 2.2 Coordinate and deliver work-based learning using best practice delivery modes.
- 2.3 Design and develop learning resources to support the programs and learning outcomes identified by the AIC strategy.
- 2.4 Design, develop and evaluate assessment tools for specific purposes including Recognition of Prior Learning (RPL) and assessment of training outcomes.
- 2.5 Establish and maintain relationships with all stakeholders (Employers, Employees, and training providers) to ensure learning programs, and related assessment, meet the parties' needs.

- 2.6 Develop approaches to meet compliance requirements and continually improve workplace practice.
- 2.7 Liaise with external training providers to deliver appropriate courses to participating employees.
- 2.8 Assist participating employees to negotiate leave for the purposes of practical experience and or clinical placements.
- 2.9 Provide advice to interested parties in relation to course funding and availability.

3. Qualifications

Required qualifications and experience for this role is as follows:

- 3.1 TAE40110: Certificate IV in Training and Assessment, or equivalent or the ability to acquire such within the role.
- 3.2 Relevant vocational qualification and/or competencies at least to the level to be delivered and assessed.
- 3.3 Relevant current industry experience.
- 3.4 A valid Working with Children Check (WWC) Assessment Notice and/or WWC card.
- 3.5 Clear Police Check.

4. Process for appointment

The Employer and the AIC will work together to develop a recruitment process. The Employer will appoint the position taking into account the advice of the AIC.

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