

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.170LJ certification of agreement

Health Services Union of Australia

Australian Nursing Federation

and

North Western Health Care Network
(C No. 38400 of 1998)

**NORTHWESTERN HEALTH CARE NETWORK PSYCHIATRIC SERVICES
CERTIFIED AGREEMENT 1997**

Various employees

Health and welfare services

COMMISSIONER HOLMES

MELBOURNE, 28 OCTOBER 1998

Certification of Division 2 agreement with organisation(s) of employees.

CERTIFICATION OF AGREEMENT

In accordance with section 170LT of the Workplace Relations Act 1996, the Commission hereby certifies the attached written agreement between the Health Services Union of Australia the Australian Nursing Federation and the North Western Health Care Network

This agreement shall come into force from 28 October 1998 and shall remain in force until 30 September 2000.

BY THE COMMISSION:

COMMISSIONER HOLMES

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

Division 2 Part VIB Certified Agreement

Health Services Union of Australia

(C No 34105 of 1997, C No 34106 of 1997 and C No 34096 of 1997)

and

The Australian Nursing Federation

and

NorthWestern Health Care Network
(ODN C No 31467 of 1992 and C No 34580 of 1995)

PART 1 - PRELIMINARY

1. TITLE AND PREAMBLE

1.1 Title

This agreement shall be known as the NorthWestern Health Care Network Psychiatric Services Certified Agreement 1997 (hereinafter referred to as "this agreement").

1.2 Preamble

1.2.1 This agreement recognises the special nature of psychiatric and/or mental health services and as such acknowledges the need to have a separate, specialist instrument to regulate the terms and conditions of employment and the type of work performed by employees in psychiatric services and/or mental health services.

1.2.2 The agreement provides a mechanism-for all employees engaged in or in connection with the provision of psychiatric and/or mental health services to be employed pursuant to a single code of employment governing that employment. The agreement will cover all employees of the Department upon their acceptance of an offer of employment with the employer in accordance with the agreement, and those employees who are or become directly employed by the employer.

1.2.3 The agreement provides for the transfer of employees who are employees of the Department to become direct employees of the employer. In doing so certain conditions of employment of those employees are preserved and certain conditions of those employees who were employees of the department at certain dates as prescribed by the agreement are re-instated.

1.2.4 The agreement applies to all employees who are direct employees of the employer. Increases to wages and allowances since July 1997 to such employees are deemed to have been paid in accordance with the Victorian Psychiatric Services Heads of Agreement signed on 19 January 1998 and this certified agreement.

1.2.5 Accordingly, this agreement shall apply to the employment of employees engaged in the provision of psychiatric and/or mental health services with the employer to the exclusion of all other awards and certified agreements, including the Nurses (Victorian Health Services) Award 1992 and the Health and Allied Services - Public Sector Victorian Consolidated Award 1992 and any associated certified agreements.

2. ARRANGEMENT

2.1 This agreement comprises of six parts:

- 2.1.1 Part one deals with preliminary provisions of the agreement;
- 2.1.2 Part two deals with transitional and maintenance provisions of employees covered by the agreement;
- 2.1.3 Part three deals with common conditions of employment for all employees covered by the agreement;
- 2.1.4 Part four deals with conditions of employment for employees classified as Registered Psychiatric Nurses (RPN's);
- 2.1.5 Part five deals with conditions of employment for employees classified as Psychiatric State Enrolled Nurses (PSEN's) and Psychiatric Services Officers (PSO's); and
- 2.1.6 Part six deals with conditions of employment for employees classified as non direct care employees; and
- 2.1.7 is arranged in the following manner.

Part 1 - Preliminary

Clause No Subject matter

- 1. Title and preamble
- 2. Arrangement
- 3. Anti- Discrimination
- 4. Commencement date of agreement and period of operation
- 5. Incidence of agreement
- 6. Parties bound
- 7. Definitions
- 8 Settlement of disputes
- 9. Agreement modernisation
- 10. Enterprise flexibility
- 11. Implementation of agreement
- 12. Capability to vary agreement
- 13. Further agreement
- 14. Consultation committee
- 15. No further claims
- 16. Varying for principles of Commission

Part 2 Transitional and maintenance provisions.

- 17. Employment status of section 97 employees
- 18. Employment status of direct employees
- 19. Commuted allowance
- 20. Non direct care employees - FSO's and trades classifications
- 21. Accrued entitlements
- 22. Increases to wages and allowances
- 23. Salary maintenance
- 24. Maintenance of conditions
- 25. Reserved matters

- Part 3 Common conditions
 - 26 Consultation, communication and dispute resolution
 - 26.1 Dispute resolution
 - 26.2 Grievance process
 - 26.3 Discipline procedure
 - 26.4 Job security
 - 26.5 Right of entry
 - 26.6 Reclassification
 - 26.7 Industrial relations training
 - 27. Employer and employee duties, employment relationship and related arrangements
 - 27.1 Health and safety
 - 27.2 Notification of classification
 - 27.3 Posting agreement
 - 27.4 Occupational Superannuation
 - 27.5 Time and salaries records
 - 27.6 Provision of employee facilities
 - 27.7 Injuring an employee on account of industrial action
 - 28. Wages, allowances and related matters
 - 28.1 Accident pay
 - 28.2 Recall allowance
 - 28.3 Telephone allowance
 - 28.4 Travelling allowance
 - 28.5 Payment of salaries
 - 28.6 Salary packaging
 - 29. Rest breaks and rosters
 - 29.1 Day off in a week
 - 29.2 Standing over of day off
 - 29.3 Rest intervals
 - 29.4 Rosters
 - 29.5 Summer time
 - 30. Leave of absence
 - 30.1 Compassionate leave
 - 30.2 Jury service
 - 30.3 Long service leave
 - 30.4 Parental leave
 - 31. Training
- Part 4 Registered Psychiatric Nurses
 - 32. Classifications, structures and modes of employment
 - 32.1 Advertisement of position

- 32.2 Classifications in grades
- 32.3 Classification structure
- 32.4 Modes of employment

- 33. Salaries and overtime
 - 33.1 Wage rates
 - 33.2 Refresher courses and supervised experience
 - 33.3 Overtime

- 34. Allowances
 - 34.1 Higher duties
 - 34.2 Meal allowance
 - 34.3 Oncall (non CATT type functions)
 - 34.4 Oncall (CATT type functions)
 - 34.5 Saturday/Sunday work
 - 34.6 Shift allowances
 - 34.7 Uniform and laundry allowance
 - 34.8 Vehicle allowance

- 35. Leave of absence, public holidays and hours of duty
 - 35.1 Annual leave
 - 35.2 Examination leave
 - 35.3 Personal/carer's leave
 - 35.4 Sick leave
 - 35.5 Public holidays

 - 35.6 Hours of duty

- Part 5 Psychiatric State Enrolled Nurses and Psychiatric Services Officers
 - 36. Definitions

 - 37. Classifications and modes of employment
 - 37.1 Classification standards
 - 37.2 Classification structure
 - 37.3 Psychiatric Services Officers
 - 37.4 Psychiatric State Enrolled Nurses level 2
 - 37.5 Modes of employment

 - 38. Salaries and overtime
 - 38.1 Wage rates
 - 38.2 Overtime

 - 39. Psychiatric State Enrolled Nurse level one progression criteria
 - 40. Minimum engagement
 - 41. Allowances
 - 41.1 Certificate allowance

- 41.2 Heat allowance
- 41.3 Infectious allowance
- 41.4 Interpreters allowance
- 41.5 Meal allowance
- 41.6 Mixed functions/higher duties
- 41.7 Nauseous allowance
- 41.8 Oncall allowance
- 41.9 Seniors allowance
- 41.10 Uniforms, protective clothing etc
- 41.11 Vehicle allowance
- 41.12 Saturday/Sunday work
- 41.13 Shift allowances
- 41.14 Wash up time
- 41.15 Meal intervals

- 42. Leave of absence, public holidays and hours of duty
 - 42.1 Annual leave
 - 42.2 Public holidays
 - 42.3 Personal/carer's leave
 - 42.4 Sick leave
 - 42.5 Hours of duty

- 43. Training

- Part 6 Non Direct Care employees
 - 44. Classifications and modes of employment
 - 44.1 Classification standards
 - 44.2 Classification structure
 - 44.3 Modes of employment

 - 45. Juniors
 - 46. Wages and overtime
 - 46.1 National training wage
 - 46.2 Minimum engagement
 - 46.3 Rates of pay
 - 46.4 Supported wages for employees with disabilities
 - 46.5 Overtime

 - 47. Allowances
 - 47.1 Clothing, equipment and tools
 - 47.2 Computer allowance
 - 47.3 Heat allowance
 - 47.4 Higher duties
 - 47.5 Higher qualifications
 - 47.6 In charge allowance
 - 47.7 Infectious allowance
 - 47.8 Interpreters allowance
 - 47.9 Meal allowance
 - 47.10 Nauseous work allowance

- 47.11 Oncall/recall
- 47.12 Seniors allowance
- 47.13 Vehicle allowance
- 47.14 Saturday/Sunday work
- 47.15 Shift allowances
- 47.16 Experience

- 48. Leave of absence and hours of duty
 - 48.1 Annual leave
 - 48.2 Family leave
 - 48.3 Meal intervals
 - 48.4 Public holidays
 - 48.5 Sick leave
 - 48.6 Wash up time
 - 48.7 Hours of duty

- 49. Career training

Appendices

Appendix A Skill levels and classification definitions, standards and structures

- 1. Registered Psychiatric Nurses
- 2. Psychiatric State Enrolled Nurses
- 3. Psychiatric Services Officers
- 4. Non Direct Care Employees

Appendix B Job skills trainees

Appendix C Salaries

- 1. Registered Psychiatric Nurses
- 2. Psychiatric State Enrolled Nurses
- 3. Psychiatric Services Officers
- 4. Non direct care employees

3. ANTI-DISCRIMINATION

3.1 It is the intention of the respondents to this agreement to achieve the principal object of section 30) of the Workplace Relations Act 1996 (the Act) 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 disputes avoidance and settling clause, the respondents must make every endeavour to ensure that neither this agreement nor their operation are directly or indirectly discriminatory in their effects.

3.3 Nothing in this clause is to be taken to affect:

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

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

3.3.3 the exemptions in sections 170CK(3) and (4) of the Act.

4. COMMENCEMENT DATE OF AGREEMENT

This agreement shall come into force on the date it is certified and shall remain in force until 30 September 2000.

5. INCIDENCE OF AGREEMENT

This agreement shall apply to the employment of all employees who are eligible to be members of the HSUA (Victorian No 2 branch) and/or ANF (Victorian Branch), (including temporary employees, part time employees and casual employees), engaged solely or substantially in the provision of psychiatric and/or mental health services in Victoria.

6. PARTIES BOUND

6.1 This agreement shall be binding upon:

6.1.1 the LaTrobe Regional Hospital ("employer");

6.1.2 the Health Services Union of Australia with respect to employees classified in the grades of Registered Psychiatric Nurse, Psychiatric State Enrolled Nurse, Psychiatric Services Officer and Non Direct Care Employees.

6.1.3 the Australian Nursing Federation with respect to employees classified in the grades of Registered Psychiatric Nurse and Psychiatric State Enrolled Nurse only.

7. DEFINITIONS

7.1 For the purposes of this agreement:

7.1.1 Adult means a person of 21 years of age or over.

7.1.2 Allowance rate means:

7.1.2(a) For RPN's; the weekly wage of RPN 1;

7.1.2(b) For PSEN's; the weekly wage of PSEN 1.1 year 1;

7.1.2(c) PSO's; the weekly wage of PSO 1, year 1

7.1.2(d) For non-direct care employees, the weekly wage of wage skill group 5

7.1.2(e) Allowances shall be calculated to the nearest 10 cents, an exact amount of 5 cents in the result going to the higher figure.

7.1.3 Base Rate. For the purposes of calculating allowances provided for in this - agreement, the expression base rate shall mean the rate for a RPN Grade 2 - 2nd year of experience as such.

7.1.4 Basic Training means training for registration as a RPN.

7.1.5 Classification means the level, grade or class assigned by this agreement to a position in a particular field of work.

7.1.6 Commission means the Australian Industrial Relations Commission.

7.1.7 Department means the Department of Human Services, however titled.

7.1.8 Designation means the description or title of a position or the title of an employee.

7.1.9 Employee means a person employed by the employer and eligible to be a member of the Health Services Union of Australia and/or the Australian Nursing Federation.

7.1.10 Experience means full time service and experience following registration in a grade or sub-grade at least equal to that in which the employee is employed (or to be employed), and shall also include that time which may elapse between the completion of training or final examination (whichever occurs last) and the formal registration as a certificated nurse by the Victorian Nursing Board. Where an employee previously has been employed in a higher grade or sub-grade, service and experience in such higher grade or sub-grade shall count as service and experience in the lower grade or sub-grade for the purposes of determining such employee's experience, provided that:

7.1.10(a) an employee who has worked an average of 26 hours per week, or less, in a year shall be required to work a further twelve months before being eligible for advancement to the next succeeding experience increment (if any), within the grade or sub-grade in which the employee is employed; and

7.1.10(b) where an employee has not been regularly employed as a RPN, or has not actively nursed for a period of five years or more, such employee's prior service and experience shall not be taken into account.

7.1.11 Heads of Agreement means the Heads of Agreement between the HSUA and the ANF and the Victorian Hospitals Industrial Association and Others re Psychiatric Services dated 19 January 1998.

7.1.12 In-service or post-basic education means education undertaken during, and in conjunction with, full-time employment as a RPN for the purpose of obtaining a post-basic certificate of qualification in:

7.1.12(a) A course approved by the Victorian Nursing Board for the purposes of endorsement in the nurse's register;

7.1.12(b) A course requiring registration by the Victorian Nursing Board which shall mean general nursing, psychiatric nursing (including Forensic Psychiatry and Psycho-geriatric) and mental retardation nursing.

7.1.13 In-service certificates shall mean, post-basic certificates of qualification obtained by a nurse as a result of in-service or post-basic training viz:

7.1.13(a) Certificates obtained for courses approved by the Victorian Nursing Board for the purposes of endorsement in the nurse's register.

7.1.13(b) Certificates obtained for courses requiring registration by the Victorian Nursing Board which shall mean general nursing, psychiatric nursing (including Forensic Psychiatry and Psycho-geriatric) and mental retardation nursing.

7.1.13(c) Certificates held by a RPN as a result of undertaking a course of study at the New South Wales College of Nursing or a nursing college of at least equivalent status.

7.1.13(d) Diplomas and degrees in nursing; education: or health administration held by a RPN as a result of undertaking a course of study at a College of Advanced Education or University.

7.1.13(e) Provided that a certificate, diploma or degree which leads to registration as a nurse shall not be covered by this sub-clause.

7.1.14 Post-Basic Student shall mean a RPN undergoing training for the purpose of obtaining a post-basic qualification).

7.1.15 Psychiatric State Enrolled Nurse shall mean an employee as defined in division two of the register of the Nurses Board Victoria, as amended from time to time, and employed in psychiatric and/or mental health services.

7.1.15(a) This definition is intended for use as an industrial classification and for the purpose of industrial regulation. The relevant qualification applicable is dealt with under the appropriate state government legislation.

7.1.16 Registered Psychiatric Nurse shall mean an employee as defined in division one and/or division three of the register of the Nurses Board Victoria as amended from' time to time, and employed in psychiatric and/or mental health services.

7.1.16(a) This definition is intended for use as an industrial classification and for the purpose of industrial regulation. The relevant qualification applicable is dealt with under the appropriate state government legislation.

7.1.17 Section 97 employee means a person who is an employee of the Department and whose services have been made available by the Department to employer under the terms of Section 97 of the Mental Health Act 1986.

7.1.18 Total emolument means the total remuneration payable to an employee when all shift and disability associated allowances, excluding on-call/re-

call and over-time, to which such employee is entitled are taken into account in addition to the salary or wage payable to such employees.

7.1.19 Salary means the remuneration specified in Appendix C in respect of a position.

7.1.20 Uniform means such apparel as may be required by the employer.

7.1.21 Union (or unions) means the Health Services Union of Australia (the HSUA) or the Australian Nursing Federation (the ANF).

8. SETTLEMENT OF DISPUTES

8.1 This agreement has been negotiated in part settlement of findings of dispute in C No 1272 of 1984; C No 02514 of 1987; C No 30578 of 1991; C No 31827 of 1992; C No 31467 of 1992; C No 32432 of 1992; C No 30615 of 1993; and C No 34580 of 1995.

8.2 This agreement must be read in conjunction with the Victorian Psychiatric Services Heads of Agreement 1998 (the "Heads of Agreement").

9. AGREEMENT MODERNISATION

9.1 It is open to the employer and employees covered by this agreement to reach agreement at the level of individual agencies to provide for more flexible working arrangements, improved quality of working life, enhanced skills and job satisfaction.

Such agency agreements may involve a variation in the application of this agreement provisions in order to meet the requirements of individual agencies and their employees.

9.2 Agreements may be negotiated and consequential agreement variations processed in accordance with the provisions of clause 9.3 below.

9.3 The union(s) are prepared to discuss all matters raised by the employer and employees within an agency. Agency agreements may be concluded subject to the following conditions:

9.3.1 The employees must genuinely agree;

9.3.2 No employee will lose income as a result of the change, ie. no negative offsets;

9.3.3 Any agreement must be approved by the union(s). Where agency level discussions are considering matters requiring any agreement variation, the union(s) must be invited to participate;

9.3.4 The union(s) shall not withhold such approval unreasonably;

9.3.5 Agreements involving variations to agreement standards shall come into effect upon approval of the Commission and shall be referred to in a schedule to this agreement after such approval.

10. ENTERPRISE FLEXIBILITY

10.1 In this clause a relevant union means an Organisation of employees that:

10.1.1 is party to this agreement; and

10.1.2 has one or more members employed by the employer to perform work in the relevant enterprise or workplace.

(Note: The failure by the employer to give the union(s) an opportunity to be involved in the consultative process leading to the making of an agreement may result in the Commission adjourning or refusing the application to vary the agreement).

10.2 At each enterprise or workplace consultative mechanisms and procedures shall be established comprising representatives of the employer and employees. The union(s) shall be entitled to be represented.

10.3 The particular consultative mechanisms and procedures shall be appropriate to the size structure and needs of the enterprise or workplace.

10.4 The purpose of the consultative mechanisms and procedures is to facilitate the efficient operation of the enterprise or workplace according to its particular needs.

10.5 Where agreement is reached at an enterprise or workplace through such consultative mechanisms and procedures, and where giving effect to such agreement requires this agreement, as it applies at the enterprise or workplace to be varied an application to vary shall be made to the Commission. The agreement shall be made available in writing to all employees at the enterprise or workplace and to the union(s).

10.6 When this agreement is varied to give effect to an agreement made pursuant to this clause the variation shall become a schedule to this agreement and the variations shall take precedence over any provision of this agreement to the extent of any expressly identified inconsistency.

10.7 The agreement must meet the following requirements to enable the Commission to vary this agreement to give effect to it:

10.7.1 that the purpose of the agreement is to make the enterprise or workplace operate more efficiently according to its particular needs;

10.7.2 that the majority of employees covered by the agreement genuinely agrees to it:

10.7.3 that the variation necessitated by the agreement meets the requirements of the no disadvantage test set out at section 83B (2) and (3) of the Act.

Note: Section 8313 (2) and (3) of the Act are as follows:

"(2) The Commission does not have the power to vary the agreement for that purpose (ie. to give effect to an agreement made under an enterprise

flexibility provision) unless it is satisfied that the variation would not, in relation to their terms and conditions of the employment, disadvantage the employees who would be affected by the variation.

(3) For the purpose of subsection (2), a variation is taken to disadvantage employees in relation to their terms and conditions of employment only if.

(a) it would result in their reduction of any entitlements or protection of those employees under:

(i) that or any other award or agreement; or

(ii) any other law of the Commonwealth or of a State or Territory that the Commission thinks relevant; and

(b) in the context of their terms and conditions of employment considered as a whole, the Commission considers that the reduction is contrary to the public interest."

11. IMPLEMENTATION OF AGREEMENT

Implementation of this agreement will be established as a fixed agenda item of local consultative committees at each workplace until such time the parties agree that implementation has occurred.

12. CAPABILITY TO VARY AGREEMENT

Subject to the Workplace Relations Act 1996, a variation to any of the terms of the agreements, or to implement the outcomes of those parts of the agreement which are subject to further review, can be made by agreement of the parties.

13. FURTHER AGREEMENT

The parties agree to enter into negotiations for further certified agreements for employees covered by this agreement three months prior to the expiration of this agreement.

14. CONSULTATION COMMITTEE

If no local consultative committee exists for the purpose described in clause 11, one must be established and continue to function for all purposes in addition to overseeing the implementation of the agreement.

15. NO FURTHER CLAIMS

The unions undertake that, subject to clause 13 of this agreement, there shall be no farther claims during the period of the agreement in relation to any matters pertaining to terms and conditions of employment. This does not preclude workload matters being raised by the union parties.

16. VARYING FOR PRINCIPLES OF THE COMMISSION

Notwithstanding clause 15 the unions may apply to have this agreement varied consistent with any increases in wages available under relevant principles of

the Commission that permit increases in wages and allowances in certified agreements during the life of the agreement.

PART 2 - TRANSITIONAL AND MAINTENANCE PROVISIONS

17. EMPLOYMENT STATUS OF SECTION 97 EMPLOYEES

17.1 Offer of employment

Section 97 employees shall access the provisions of this agreement on acceptance of an offer to become a direct employee of the employer. Accordingly,

17.1.1 All section 97 employees will be encouraged to become direct employees of the employer;

17.1.2 All section 97 employees will be made an offer of ongoing employment by the employer with whom they are currently working;

17.1.3 The terms and conditions of the offer will be governed wholly by the terms and conditions of this agreement and the Heads of Agreement.

17.1.4 The offer and acceptance of offer will be made in the form of the attached schedules five and six of the Heads of Agreement respectively, or as mutually agreed by the parties;

17.1.5 The parties agree that an agreed joint statement will be made encouraging employees to accept the offer;

17.1.6 Immediately upon acceptance of the offer employees shall, subject to clause 28.6, become eligible to participate in salary packaging.

17.2 Unresolved grievance

Unresolved grievances proceedings at the time of an employee accepting an offer under this clause shall continue as constituted unless otherwise agreed between the parties.

17.3 Disciplinary proceedings on foot

Disciplinary proceedings on foot at the time this agreement takes effect shall continue as constituted until finally determined. Offers of employment pursuant to clause 17.1 will be made subsequent to the outcome of those proceedings and provided the proceedings have not resulted in the dismissal of the employee.

17.4 Translation

17.4.1 The translation arrangements of employees to changed structures shall be in accordance with schedule 2 of the Heads of Agreement.

17.4.2 PSEN 1

Psychiatric State Enrolled Nurse Level 1 (PSEN 1) positions shall translate at point to point of the new five level PSEN structure. Future progression shall be subject to meeting the criteria contained in clause 39 of this agreement.

17.4.2 PSEN and PSO employees on higher duties

17.4.2(a) PSEN 1's who have been acting on higher duties to a substantively vacant PSEN 2 position for a period of 12 months or more shall be translated and appointed to that grade.

17.4.2(b) PSO's who have been acting on higher duties to a substantively vacant PSO level 2 or 3 position for a period of 12 months or more shall be translated and appointed to that grade.

18. EMPLOYMENT STATUS OF DIRECT EMPLOYEES

18.1 Relevant employees, who prior to this agreement were classified under the Nurses (Victorian Health Services) Award 1992 and, in accordance with the ANF and HSUA 1997 Public Sector Heads of Agreement or the Network equivalent thereof, paid the 3% payment with effect from the first pay period in which 1 July 1997 fell, are deemed to have received that 3% increase under clause 22.1.1(a) of this agreement and shall move to the structure and salary point in column B of schedule two of the Heads of Agreement and thereafter receive the adjustments in accordance with clause 22.1.1(b) - (d) of this agreement.

18.2 Relevant employees, who prior to this agreement were classified under the Health and Allied Services - Public Sector Victorian Consolidated Award and, in accordance with the HSUA 1997 Public Sector Heads of Agreement or the Network equivalent thereof, paid the 3% payment with effect from the first pay period in which 1 July 1997 fell, are deemed to have received that 3% increase under clause 22.1.1(a) of this agreement and thereafter receive the adjustment in accordance with clause 22.1.1(b) of this agreement. Future wage adjustments for relevant employees in this category shall be determined by the outcome of the relevant general HSUA wages round conducted on or after 1 July 1999, provided that these employees will not be eligible to receive a further wage adjustment following the adjustment in accordance with clause 22.1.1(b) of this agreement before 1 July 1999. These employees are not eligible to receive the adjustments referred to in clause 22.1.1(c) and (d) of this agreement.

19. COMMUTED ALLOWANCE

19.1 Section 97 employees in receipt of commuted allowance who accept an offer of employment under clause 17.1 of this agreement will receive the relevant salary in column C of schedule two of the Heads of Agreement as outlined.

19.1.1 Such employees may make a once only election at any time during the term of the agreement to convert to being paid penalties as worked in lieu of commuted allowance and then translate to column B in schedule two of the Heads of Agreement

19.1.2 Section 97 employees not in receipt of commuted allowance who accept an offer of employment under clause 17.1 of this agreement will translate to the salary point in column B of schedule two of the Heads of Agreement.

19.2 The parties agree to apply the increases as prescribed in clause 22.1.1 to commuted allowances.

20. NON DIRECT CARE EMPLOYEES - Facility Services Officer and Trades Classifications

20.1 Non direct care employees who were employees of the Department as at 19 December 1997 shall retain their classification and total emolument (with future pay increases however awarded) and leave provisions indefinitely or until promotion occurs.

20.2 Leave shall include - recreation, substitute, sick and accident compensation leave contained within the Victorian Health and Community Services (Psychiatric, Disability and Alcohol and Drug Services) Award (1995) as at 1 July 1997

20.3 Continued promotional progression through the Facility Services Officer and Trades structure may only occur on an agreed basis.

20.4 New employees who are engaged in non direct care functions solely or substantially in the provision of psychiatric and/or mental services in Victoria shall be employed to the relevant classifications in the Health and Allied Services - Public Sector - Victoria Consolidated Award 1996 and will receive the salary adjustments in clauses 22.1.1(a) and (b). Future wage adjustments for relevant employees in this category shall be determined by the outcome of the relevant general HSUA wages round conducted on or after 1 July 1999, provided that these employees will not be eligible to receive a future wage adjustment following the adjustment in accordance with clause 22.1.1(b) of this agreement before 1 July 1999.

20.5 Future wage adjustments

20.5.1 Section 97 Facility Services Officers and Trades employees who accept an offer of employment under clause 17.1 of this agreement shall receive the salary adjustments referred to in clause 22.1.1(a) to (d). Future wage adjustments for relevant employees in this category shall be determined by the outcome of the relevant general HSUA wages round conducted on or after 1 July 1999, provided that these employees will not be eligible to receive a future wage adjustment following the adjustment in accordance with clause 22.1.1(d) of this agreement before 30 September 2000. In determining wage increases for these employees after 30 September 2000 the principle to be followed is that those wage increases will align the quantum and timing of wage increases achieved under general HSUA wages rounds. Nothing in the operation of this clause will reduce access of affected employees to the wage increases contained in clause 22.1.1(a) to (d). The operation of this clause does not diminish the commitments given in clauses 20.1 and 20.2 of this agreement.

20.5.2 Any employees covered by the operation of clause 20.5.1 who are not solely or substantially engaged in the provision of psychiatric and/or mental

health services in Victoria shall be covered by the terms of the certified agreements established under the operation of this agreement until 30 September 2000. Thereafter they shall be covered by relevant enterprise agreements negotiated by the HSUA governing similar employees who are not solely or substantially engaged in the provision of psychiatric and/or mental health services in Victoria.

21. ACCRUED ENTITLEMENTS

21.1 The parties agree that leave entitlements accrued at the time of acceptance of an offer under clause 17.1, such as Long Service Leave, shall be preserved and employees shall be permitted to take those accrued entitlements as if they were employed under the Victorian Health and Community Services (Psychiatric, Disability and Alcohol and Drug Services) Award (1995), eg all allowances, including commuted allowance, whilst on long service leave. After the date of acceptance the employee, subject to any other clause of this agreement, will accrue and take entitlements in accordance with this agreement.

21.2 The parties agree that employees who accept an offer under clause 17.1 shall be deemed to have been in continuous employment for all purposes, including for recognition of prior service, subject to meeting the requirements of the certified agreement.

21.3 Employees who accept an offer under clause 17.1 of this agreement shall commence accruing long service leave entitlements at the calculation rate provided for under this agreement from 1 January 1998.

22. INCREASES TO WAGES AND ALLOWANCES

22.1 Wage rates for employees covered by this agreement shall, subject to clause 18, be set as follows:

22.1.1 by varying the current rates of pay and relevant allowances as follows:

22.1.1(a)	from the first pay period in which 1 July 1997 falls	-	3%
22.1.1(b)	from the first full pay period on or after 1 July 1998	-	3%
22.1.1(c)	from the first full pay period on or after 1 July 1999	-	3%
22.1.1(d)	from the first full pay period on or after 1 July 2000	-	2%

22.2 The salaries of RPN Unit Managers shall, in addition to the increases referred to in clause 22.1.1, be increased by a further 2.5% from the first pay period on or after 1 July 1997.

23. SALARY MAINTENANCE

23.1 Employees in receipt of commuted allowance

23.1.1 Employees who as at 19 December 1997 were employees of the Department and in receipt of commuted allowance at that date; and

23.1.2 who are translated to grades and salary points in accordance with schedule 2 of the Heads of Agreement; and

23-1.3 where after all adjustments to salaries and commuted allowance referred to in clause 22.1.1 are in receipt of a total amount of salary and commuted allowance that is greater than employees of the same classification level who work similar roster patterns but not in receipt of commuted allowance ("specific employees"):

23.1.4 that total amount will be maintained ("maintenance provisions") until the total amount of salary and weekend and public holiday rates of "specific employees" reaches the total amount of salaries and commuted allowance of employees under the "maintenance provisions".

23.2 Part time employees and those employees not in receipt of commuted allowance

23.2.1 Part time employees and those full time employees who are not in receipt of commuted allowance but receive penalty rates as worked will be maintained at no less than 1% increase based on their pre-transfer salaries and shift allowances and weekend penalty rates.

23.2.2 Any adjustments to salaries that require additional payments will be made at the time such employees are paid.

23.2.3 Following the nominal expiry date of this agreement, the total remuneration of the relevant employees will be maintained in the same manner as those employees who continue to be in receipt of commuted allowance.

23.3 Safety net adjustments

Notwithstanding clauses 23.1 and 23.2, employees in receipt of the maintenance provisions referred to therein shall be entitled to the benefits of safety net adjustments, howsoever titled, as determined from time to time by the Commission after the nominal expiry date of this agreement.

23.4 Supplementary accident make up pay

23.4.1 Employees who, at 19 December 1997 were employees of the Department and eligible for commuted allowance or the maintenance provisions under clause 23.1 and 23.2 of this agreement, while on paid accident compensation leave, shall continue to receive commuted allowance or the maintenance allowance referred to in clause 23.1 and 23.2 up to a maximum period of 26 weeks or aggregate period of 131 days from the date of injury.

23.4.2 Employees who as at 19 December 1997 were employees of the Department and in receipt of accident make up pay in accordance with clause 25.13 of the Victorian Health and Community Services (Psychiatric, Disability and Alcohol and Drug Services) Award (1995) shall continue to receive accident make up pay for up to 52 weeks for the particular compensable injury for which they are absent.

24. MAINTENANCE OF CONDITIONS

24.1 Parental leave

24.1.1 Employees who, at 1 July 1997 were employees of the Department shall, while they remain in the employ of any party to the Heads of Agreement and, subject to clause

24.1.2, have an entitlement to 12 weeks paid maternity leave and adoption leave and one week's paid paternity leave, as well as up to an additional 40 weeks unpaid maternity leave and adoption leave, and in the case of paternity leave, 51 weeks leave. The entitlement to this provision shall apply up to the 30 September 2000

24.1.2 Parental leave entitlements beyond the life of the agreements shall be in accordance with the outcome of negotiations in accordance with clause 13 of this agreement.

24.2 Redeployment

24.2.1 The parties agree that the redeployment provisions, including salary maintenance and disturbance allowances, of the Victorian Health and Community Services (Psychiatric, Disability and Alcohol and Drug Services) Award (1995) shall be maintained for all employees who, at 19 December 1997, were employees of the Department and be applied across all employers subject to the Heads of Agreement until 30 September 2000. Following which:

24.2.2 Where relevant redeployment/ relocation agreements exist with the employer, which are acceptable to the unions, then those arrangements shall apply, either in their entirety or in a modified form as agreed between the parties to employees the subject of the agreements.

24.2.3 Where there are no such agreements, such agreements shall be negotiated between the parties.

24.2.4 The provisions of clause 24.2.2 and 24.2.3 shall only apply with respect to the particular employer.

24.2.5 Nothing in this agreement or the Heads of Agreement effects the entitlement to salary maintenance of an employee who is currently a beneficiary of salary maintenance.

24.3 Substituted leave

24.3.1 Any employee who has an entitlement to the payment of commuted allowance (while they maintain such an election), or is otherwise in receipt of substituted leave will continue to receive the same amount of leave per year as an employee of the employer that they would have received had they remained an employee of the department.

24.3.2 That entitlement continues to be seven weeks and one day of leave per year.

24.4 Superannuation

24.4.1 Current members of the New and Revised Schemes will remain contributing members of those schemes.

24.4.2 It is the intention of the parties to ensure that employees who are affected by the freezing of commuted allowance provisions of this agreement (refer Clause 23.1) have the opportunity to receive a superannuation benefit at separation which is no less the benefit they would have received had they not transferred to direct hospital/network employment.

24.4.3 This intention will be achieved by the preparation of an actuarial assessment performed at the end of the agreements (to be performed independently by the superannuation fund and agreed between the parties) which will calculate any anticipated disadvantage an employee affected by the operation of clause 23.1 may incur.

24.4.4 To be eligible for this offer the employee must elect to make employee contributions in the new position at a rate which reflects the salary plus shift penalties. In making such an election the employee shall have access to independent financial counselling mutually agreed between the parties to be arranged by the employer at no cost to the employee.

24.4.5 Where an employee makes such an election the actuarial assessment will calculate any disadvantage at anticipated separation. This calculated disadvantage will then be reduced to net present value and the employer contributions required to compensate for such calculated disadvantage shall be paid as a lump sum into either the VicSuper Fund or the VicSuper Top Up Fund. In calculating this disadvantage the superable salary in the new position is to be determined in accordance with the rules of the superannuation fund and will include shift penalties. The employee will be required to make ongoing contributions at the higher salary.

25. RESERVED MATTERS

25.1 Commuted allowance

25.1.1 The parties agree to conduct a review over the life of the agreement concerning the extension of commuted allowance beyond the life of the agreement and, if so, the appropriate rate/s that should apply, and/or the application of annualised allowances.

25.1.2 In the event that the parties are unable to reach agreement, the maintenance provisions as referred to in clause 23.1 shall apply.

25.1.3 Nothing in this agreement shall preclude the parties from implementing any agreed outcomes of the reviews.

25.2 Generic Management Positions

25.2.1 The parties acknowledge that the management of psychiatric services is currently undertaken by nurse managers and managers with backgrounds in a range of professional disciplines.

25.2.2 The parties agree to conduct a joint examination during the first 12 months of this agreement to investigate and establish the appropriate definitions, responsibilities, qualifications, alignment with appropriate levels in schedule one of the Heads of Agreement and the settings for such generic positions in psychiatric and/or mental health services.

25.3 Oncall/recall (CATT type functions)

25.3.1 The parties note that the provisions contained in clause 34.4 are an interim resolution to the union's claims. The parties acknowledge the unique nature of the on-call/recall requirements for crisis response (CATT type functions) and that it is not comparable to any other health care arrangement or setting.

25.3.2 Accordingly, the parties undertake to enter into negotiations under the auspices of the Commission, with the assistance of SDP MacBean, over a six month period from the signing of the Heads of agreement, to establish final "on-call / re-call" and minimum rest break provisions for psychiatric services in Victoria. The parties reserve their respective positions in relation to those negotiations.

25.3.3 When the review of on-call/re-call arrangements is finally determined, any allowances that may apply after the review shall be subject to the adjustments referred to in clause 22.1.1.(b), (c) & (d).

25.3.4 The parties agree that if at the conclusion of the negotiations in clause 25.3.2 an agreement is not reached then the parties shall submit the matter to the Commission for arbitration by SDP MacBean.

25.4 Senior Nurse out of hours allowance

25.4.1 The parties agree that the existing arrangements as at 19 December 1997 in relation to senior nurse out of hours /in-charge of facility allowance will be maintained subject to the following:

25.4.1(a) The parties to this agreement note that the provisions contained in clause 25.4.1 are an interim resolution to the union's claims and undertake to enter into negotiations under the auspices of the Commission and with the assistance of SDP MacBean over a six month period from the signing of this agreement, to establish final out of hours in charge arrangement for psychiatric services in Victoria. The parties reserve their respective positions in relation to those negotiations

25.4.1(b) The parties agree that if at the conclusion of the negotiations in 25.4.1(a) an agreement is not reached then the parties shall submit the matter to the Commission for final arbitration by SDP MacBean.

25.5 Structures

25.5.1 The parties agree that a joint examination of the current career structure will take place during the first 12 months of Heads of agreement.

25.5.2 The parties agree to develop specific definitions, standards and duties that relate to psychiatric nursing for a position of Psychiatric Clinical Nurse Specialist and establish such a position and classification within the Nursing and Direct Care structure.

25.5.3 PSEN level 2

The question of whether further positions of PSEN 2 are created over the current establishment shall be determined by the review of the classification structure.

PART 3 - COMMON CONDITIONS OF EMPLOYMENT

26. COMMUNICATION, CONSULTATION, AND DISPUTE RESOLUTION

26.1. Dispute resolution

In the event of any dispute between the parties, including any dispute arising out of the implementation of the agreements the following processes shall apply.

26.1.1 The unions and management shall attempt to resolve the matter at the appropriate local level.

26.1.2 If not resolved under 26.1.1, the unions and the relevant CEO shall attempt to resolve the matter.

26.1.3 If still not resolved, the matter shall be referred to the Commission for conciliation, hearing and determination.

26.1.4 Subject to any appeal rights the parties may have, the decision of the Commission shall be binding on the parties.

26.2 Grievance process

26.2.1 It is the objective of this procedure to ensure that grievances are resolved by negotiation and discussion between the parties.

26.2.2 The parties to this agreement recognise that from time to time individual employees may have grievances, which need to be resolved in the interest of good relationships.

26.2.3 An employee will have the right for grievances to be heard through all levels of line management.

26.2.4 In the first instance the employee shall attempt to resolve the grievance with his/her immediate supervisor. The local union representative shall be present if desired by either party.

26.2.5 If the employee still feels aggrieved, then the matter shall be referred to his/her department head. The local union representative shall be present if desired by either party.

26.2.6 If the grievance is still unresolved the matter shall be referred to senior management and the senior local or state union representative.

26.2.7 If the grievance is still unresolved then the state union representative shall be advised and a meeting arranged. At this stage the employer's representative shall be advised and will be represented at the request of either party.

26.2.8 It is agreed steps 26.2.4 to 26.2.7 (inclusive) shall take place within seven days.

26.2.9 If the grievance still exists the matter shall be referred to the Commission, which shall be accepted by the parties as ending the matter.

26.2.10 Until the grievance is determined, work shall continue normally in accordance with the custom or practice existing before the grievance arose, while discussions take place.

26.2.11 No party shall be prejudiced as to the final settlement by the continuance of work.

26.2.12 Health and Safety matters are exempted from clause 26.2.10

26.3 Disciplinary Procedure

26.3.1 Where disciplinary action is necessary, the management representative shall notify the employee of the reason. The first warning shall be verbal and will be recorded on the employee's personal file.

26.3.2 If the problem continues the matter will be discussed with the employee and a second warning in writing will be given to the employee and recorded on the employee's personal file. The local union representative shall be present if desired by either Party

26.3.3 If the problem continues the employee will be seen again by management. A final warning in writing may be given. The employee has the right to union representation.

26.3.4 In the event of the matter recurring, then the employee may be terminated. No dismissals are to take place without the authority of senior management.

26.3.5 Summary dismissal of an employee may still occur for acts of "serious and wilful misconduct".

26.3.6 If a dispute should arise over the disciplinary action, the course of action to be followed is that the matter shall be referred to the Commission for resolution. Such resolution shall be accepted by the parties as final.

26.3.7 If after any warning, a period of twelve months elapses without any further warning or action being required, all adverse reports relating to the warning must be removed from the employee's personal file.

26.3.8 Distribution of these procedures

26.3.8(i) The employer will formulate policies and practices in accordance with these procedures, which shall be circulated to all employees throughout each institution, and which shall be translated into other language groups.

26.3.8(ii) All new employees shall be handed a copy of these procedures on commencement of employment.

26.4 Introduction of change

26.4.1 Employer's duty to notify

Where the employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and their union(s).

26.4.2 Significant effects

Significant effects include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of the hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the agreement makes provisions for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

26.4.3 Employer's duty to discuss change

26.4.3(a) The employer shall discuss with the employees affected and their union(s), inter alia, the introduction of changes referred to in clause 26.4.1, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and or their unions(s) in relation to the changes.

26.4.3(b) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 26.4.1.

26.4.3(c) For the purposes of such discussion, the employer shall provide in writing to the employees concerned and their union(s), all relevant information about the changes proposed; the expected effects of the change on employees and any other matters likely to effect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employers interests.

26.5 Job Security

26.5.1 The parties recognise that security of employment is an important issue for employees covered by this agreement and will take full account of this in the context of any organisational changes which may occur.

26.5.2 To this end, an appropriate organisational change agreement will be negotiated between the parties, to regulate the processes governing organisational change and the entitlements of employees who are effected by such change.

26.6 Right of entry

26.6.1 The Branch Secretary or Branch Assistant Secretary of the union(s), or any other duly accredited representative of the union(s) shall upon the production of her/his authority, have the right to enter any place or premises where employees are employed at any time, subject to clause 26.6.3 below, during normal working hours or when shiftwork or overtime work is being performed for the purpose of interviewing members, checking on wages, award breaches or safety regulations or conditions so long as they do not unduly interfere with the work being performed by any employee during working time.

26.6.2 A representative of the union(s) shall be a duly accredited representative for the purposes of this clause if she/he is the holder of a letter, on union letterhead, signed by the Branch Secretary or Assistant Secretary confirming the appointment of that person as such.

26.6.3 Whenever practicable an accredited representative of the union(s) shall provide reasonable notice of her/his intention to enter the premises of the employer prior to doing so.

26.7 Reclassifications

26.7.1 The parties agree that employees have access to reclassification and career path profession in accordance with this agreement.

26.7.2 These processes shall be conducted at the local level by the Consultative Committees established under clause 11.

26.8 Industrial Relations Training

26.8.1 In order to encourage co-operative workplace relations and facilitate the operation of this agreement, employees who have been selected by their union(s) to attend training courses on industrial relations and/or Occupational Health and Safety shall be entitled to a maximum of five days paid leave per calendar year for that purpose, providing that agency operating requirements permit the granting of such leave. Such leave shall not be unreasonably withheld.

26.8.2 However, leave of absence on full pay for such purposes in excess of five days and up to 10 days may be granted in that year and in the subsequent year not exceeding 10 days.

26.8.3 This leave shall be deemed to be service and shall not adversely affect employment for any purpose.

26.8.4 The employer shall not alter the position of an employee to the detriment of the employee by reason only that the employee is attending such courses.

26.8.5 Such leave shall be granted under the following conditions:

26.8.5(i) That all applications for such leave be accompanied by a statement from the union(s) indicating that the union(s) has nominated the person concerned for the course, or supports the application.

26.8.5(ii) That leave of absence granted under this provision shall be on full pay. Full pay is the rate of pay under this agreement for normal rostered hours plus experience/service payments plus allowances which are deemed to be part of pay for all purposes but excluding shift work, overtime and other allowances.

26.8.5(iii) That expense associated with attendance at the courses such as fees, accommodation and meal costs are not the responsibility of the employer.

26.8.5(iv) Leave of absence granted under this provision may include any necessary travelling time in normal hours immediately before or after the course.

26.8.5(v) That two weeks period of notice is provided to the employer.

26.8.6 For the purposes of the clause, an industrial relations training course includes any course:

26.8.6(i) conducted by or with the support of a recognised industrial relations training provider; and/or

26.8.6(ii) conducted by or under the auspices of an association of unions, the scope, content and level of which contribute to a better understanding of industrial relations.

26.9 Staffing levels

26.9.1 The parties are agreed that consultation will take place in regard to the setting of staffing levels with the aim of agreeing on levels.

26.9.2 These processes shall be conducted at the local levels by the Consultative Committees established under clause 11.

27. EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

27.1 Health and safety

27.1.1 The parties are committed to the provision of a safe work environment for all employees. This includes the observance of safe working practices, occupational health and safety policies and procedures and proper use of personal safety equipment.

27.1.2 The parties agree that, apart from those workplaces that have as of the date of this agreement conducted elections for designated work groups, the union parties shall negotiate Designated Work Groups and conduct elections for Health and Safety Representatives in accordance with the provisions of the Occupational Health and Safety Act.

27.3 Notification of classification

27.3.1 The employer shall notify employees in writing on commencement of their classification and terms of employment.

27.3.2 The employer shall notify subsequent employees of their classification in writing on appointment.

27.3.3 The employer shall notify employees of any alteration to their classification in writing not later than the operative day of such alteration.

27.4 Posting agreement

A copy of this agreement shall be posted up by the employer in a conspicuous place accessible to all employees.

27.5. Occupational superannuation

27.5.1 The employer shall be a participating employer of the Health Employees Superannuation Trust of Australia and the Hospitals Superannuation Fund (HOSfund) and shall participate in accordance with the fund trust deeds.

27.5.2 The employer shall comply with all superannuation laws including the Superannuation Guarantee Charge Act, 1992 (SGC Act) and shall contribute to the employees preferred fund for employees who earn more than \$450 per month:

27.5.2(a)	Year	% of "notional earning base" (as defined in SGC Act)
27.5.2(b)	1997/98	6%
27.5.2(c)	1998/99	7%
27.5.2(d)	1999/2000	7%
27.5.2(e)	2000/01	8%

27.5.3 The employer shall provide each employee upon commencement of employment, membership forms of the Funds and shall forward the completed membership forms for the employee's choice of fund to the fund within 28 days. In the event that the employee has not completed an application form within 28 days the employer shall forward contributions and employee details to HOSfund.

27.5.4 Employees shall be provided with information for both funds and allowed a period of 28 days to make a choice. In the event that a choice is not made within 28 days, the employees pre-existing choice shall continue.

27.5.5 An employee may make additional contributions to the Fund from their salary and on receiving written authorisation from the employee. The employer must commence making contributions to the Fund in accordance with the SGC Act.

27.5.6 The parties note that the employer has other obligations regarding superannuation and this clause does not purport to exhaustively describe those obligations. Rather this clause repeats some pre-existing obligation and adds some new requirements. The employer shall comply with the requirements set out in this agreement to the extent that they are consistent:

27.5.6(a) With law, and/or

27.5.6(b) With directions or requests from the trustees and/or employees, and/or

27.5.6(c) With the principles underlying the Commonwealth law regulating superannuation.

27.6 Time and salaries records

Subject to s. 353A of the Workplace Relations Act 1996 (Cwth.) and the Regulation made thereunder and without limiting this application:

27.6.1 The employer shall provide and cause to be kept a time book and wages record in which each employee shall daily enter his or her starting and finishing times.

27.6.2 Time records will be retained for a minimum of 12 months and wages records will be retained for a minimum of five years.

27.6.3 Such time book or other record shall be available for inspection to the Secretary or other accredited representative of the union.

27.7 Provision of employee facilities

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

27.8 Injuring an employee on account of industrial action

27.8.1 Without in any way limiting the operation of s.334 of the Workplace Relations Act 1996 (Cwth):

27.8.1(a) The employer shall not dismiss or threaten to dismiss an employee or injure or threaten to injure her/him in her/his employment or alter her/his position or threaten to alter her/his position to her/his prejudice, by reason of the circumstances that the employee:

27.8.1(b) is or has been or proposes or has at any time proposed to become an officer, delegate or member of the union(s); or

27.8.1(c) is entitled to the benefit of an industrial agreement or an award; or

27.8.1(d) has appeared or proposes to appear as a witness or has given or proposes to give evidence in a proceeding under the Work place Relations Act 1996 (Cth) or

27.8.1(e) being a member of the union(s) which is seeking better industrial conditions, is dissatisfied with her/his conditions; or

27.8.1(f) has absented himself/herself from work if:

27.8.1(f) (i) his/her absence was for the purpose of carrying out her/his duties or exercising her/his rights as an officer or delegate of the union(s);

27.8.1(f) (ii) she/he applied for leave before she/he absented himself/herself and leave was unreasonably refused or withheld; or

27.8.1(g) being an officer, delegate or member of the union(s), has done or proposes to do an act or thing which is lawful for the purpose of furthering or protecting the industrial interests of the union(s) or its members, being an act or thing done within the limits of authority expressly conferred on her/him by the union(s) in accordance with the rules of the union(s).

27.8.2 The employer shall not dismiss or threaten to dismiss an employee or injure or threaten to injure her/him in her/his employment or alter her/his position or threaten to alter her/his position to her/his prejudice with the intent to dissuade or prevent the employee from becoming such officer, delegate or member or from so appearing, giving evidence or being an officer, delegate or member of the union(s) from doing an act or thing of the kind in relation to which clause 27.8.1(g) applies.

28. WAGES, ALLOWANCES AND RELATED MATTERS

28.1 Accident pay

Where an entitlement to Accident Make up Pay arises any reference to the Workers Compensation Act 1958 shall be deemed to include a reference to the Accident Compensation Act 1985 and any reference to the Accident Compensation Act 1985 shall be deemed to include a reference to the Workers Compensation Act 1958.

28.1.2 Definitions

28.1.2(a) Total incapacity. In the case of an employee who is or deemed to be totally incapacitated within the meaning of the Workers Compensation

Act (hereinafter in this clause referred to as the Act) and arising from an injury covered by this clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under Section 9.1(b) (i) of the Act for the week in question and the total 38 hour weekly rate and weekly over award payment for a day employee which would have been payable under this part for the employee's normal classification of work for the week in question if she/he had been performing her/his normal duties provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

28.1.2(b) Partial Incapacity - In the case of an employee who is or deemed to be partially incapacitated within the meaning of the Act and arising from an injury covered by this clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under Section 9.1(b) (ii) of the Act for the period in question together with the average weekly amount the employee is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by

the Workers Compensation Board or as agreed between the parties) and the total 38 hour weekly rate and weekly over-award payment for a day employee which would have been payable under this part for the employee's normal classification of work for the week in question if he had been performing his normal duties provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

28.1.2(c) The total 38 hour weekly Award rate and weekly over-award payment abovementioned shall be the same as that applying for a total incapacity provided that where an employee receives a weekly payment under this Section and subsequently such payment is reduced pursuant to Section 9.6(1) of the Act such reduction will not increase the liability of the employer to increase the amount of accident pay in respect of that injury.

For the purposes of the calculation of the total 38 hour weekly Award rate and weekly over-award payment in clauses 28.1.2(a) and (b) payments made to an employee arising from a production incentive earnings scheme (whether arising from a payment by results, task or bonus scheme or however titled) shall not be taken into account.

28.1.2(d) Payment for Part of a Week - Where an employee receives accident pay and such pay is payable for incapacity for part of the week the amount shall be direct pro rata.

28.1.2(e) Injury shall be given the same meaning and application as applying under the Act, and no injury shall result in the application of accident pay unless an entitlement exists under the Act.

28.1.2(f) Workers Compensation Act: means Workers Compensation Act 1958, as amended from time to time, of the State of Victoria.

28.1.3 Qualification for payment

Always subject to the terms of this clause, an employee covered by this agreement shall upon receiving payment of compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the Act be paid accident pay by the employer who is liable to pay compensation under the Act, which said liability by the employer for accident pay may be discharged by another person on his behalf, provided that:

28.1.3(a) Accident pay shall only be payable to an employee whilst such employee remains in the employment of the employer by whom she/he was employed at the time of the incapacity and then only for such period as she/he receives a weekly payment under the Act. Provided that if an employee on partial incapacity cannot obtain suitable employment from the employer but such alternative employment is available with another employer than the relevant amount of accident pay shall be payable.

28.1.3(b) Provided further that in the case of the termination of employment by the employer of an employee who is incapacitated and who except for such termination would be entitled to accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where

the termination is due to serious and/or wilful misconduct on the part of the employee.

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

28.1.3(d) Accident pay shall not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then subject to clause 28.1.3(e) and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first two weeks.

Provided that as to industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration as provided in Section 3 of the Act such injuries or diseases shall not be subject to accident pay unless the employee has been employed with the employer at the time of the incapacity for a minimum period of one month.

28.1.3(e) Accident pay shall not apply in respect of any injury during the first five normal working days of incapacity.

Provided however that in the case of an employee who contracts an infectious disease in the course of duty and is entitled to receive employees compensation therefore shall receive accident pay from the first day of the incapacity.

28.1.3(f) An employee on engagement may be required to declare all employees compensation claims made in the previous five years and in the event of false or inaccurate information being deliberately and knowingly declared the employer may require the employee to forfeit her/his entitlement to accident pay under this clause.

28.1.4 Maximum period of payment

The maximum period or aggregate of periods of accident pay to be made by the employer shall be a total of 39 weeks for any one injury as defined in clause 28.1.2(e).

28.1.5 Absences on other paid leave

An employee shall not be entitled to payment of accident pay in respect of any period of other paid leave of absence.

28.1.6 Notice of Injury

An employee upon receiving an injury for which she/he claims to be entitled to receive accident pay shall give notice in writing of the said injury to the employer as soon as reasonably practicable after the occurrence thereof provided that such notice may be given by a representative of the employee.

28.1.7 Medical examination

28.1.7(a) In order to receive entitlement to accident pay an employee shall conform to the requirements of the Act as to medical examination.

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

28.1.8 Cessation of weekly payments

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

28.1.9 Civil damage claims

28.1.9(a) An employee receiving or who has received accident pay shall advise the employer of any action she/he may institute or any claim she/he may make for damages. Further the employee shall, if requested, provide an authority to the employer entitling the employer to a charge upon any money payable pursuant to any judgement or settlement on that injury.

28.1.9(b) Where an employee obtains a judgement or settlement for damages in respect of an injury for which she/he has received accident pay the employer's liability to pay accident pay shall cease from the date of such judgement or settlement provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the employer the employee shall pay to the employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

28.1.9(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 she/he has received accident pay the employer's liability to pay accident pay shall cease from the date of such judgement or settlement provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the employer the employee shall pay to the employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

28.1.10 Insurance against liability

Nothing in this part shall require the employer to insure against her/his liability for accident pay.

28.1.11 Variations in compensation rates

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

28.1.12 Death of an employee

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

28.1.13 Commencement

This clause shall only apply in respect of incapacity arising from an injury occurring or recurring on or after August 1975.

28.2 Recall allowance

28.2.1 When an employee is rostered on call and is recalled to duty such employee shall be paid a minimum of two hours salary for each occasion on which she or he is recalled.

28.2.2 An employee who is recalled to work outside ordinary rostered hours and who uses his or her vehicle for transport from home to place of work and return shall receive an allowance at the rate payable to officers of the Public Service, with a minimum payment of 50 cents for each occasion of such use.

28.2.3 An employee rostered on call and recalled who does not use her/his vehicle shall be provided at the expense of the employer, with suitable transport for the inward journey and the provision of transport for the return journey shall be in accordance with clauses 33.3.2(d), 38.2.5 and 46.5.9.

28.3 Telephone allowance

Where the employer requires an employee to install and/or maintain a telephone for the purposes of being oncall, the employer shall refund the installation costs and subsequent three-monthly charges on production of receipted accounts.

28.4 Travelling allowance

Any employee whose duties require her/him to travel shall be paid first class fares and all reasonable out-of-pocket expenses.

28.5 Payment of salaries

28.5.1 Employee's salaries shall be paid by direct credit into the employee's nominated bank, building society, credit union account or other nominated account for such purposes by midday on the day in which the employer's pay day falls due.

28.5.2 Employees shall be given a written statement on the day in which the employer's pay day falls due showing or from which may be calculated the amount of ordinary pay, overtime, penalty rates and allowances; and the amount of deductions for any purpose in respect of the amount paid.

28.5.3 When notice of termination of employment has been given by an employee or an employee's services have been terminated by the employer, payment of all wages and other moneys owing to an employee shall be made to the employee.

28.5.4 If an employee is kept waiting for more than 24 hours such employee shall be paid overtime rates for the duration of the period until such moneys owing are paid with a minimum payment of two hours and a maximum payment of seven hours and 36 minutes per day.

28.5.5 Clause 28.5.4 will not come into effect if any unforeseen event outside the control of the employer frustrates the employer's ability to meet the requirements of this clause.

28.6 Salary packaging

28.6.1 Where salary packaging arrangements exist with the employer which are acceptable to the union parties, then those arrangements shall apply, either in their entirety or in a modified form as agreed between the parties to the certified agreements, to employees covered by this agreement. This section will apply to former section 97 employees when such employees accept an offer as outlined in clause 17.1.

28.6.2 Where no such arrangements exist, the employer shall enter into negotiations with the union parties for the provision of salary packaging that will be consistent with the employer's salary packaging policy and the employer's by-laws.

28.6.3 The parties acknowledge that salary packaging agreements do and will address the status of fringe benefit tax liability.

29. REST BREAKS AND ROSTERS

29.1 Day off in each week

All employees shall receive at least one clear day off in each week in the case of dayshift employees and one clear night off in each week in the case of night shift employees.

29.2 Standing over of day off

Provided that during any working period not exceeding three consecutive weeks, the day or night off may, with the approval of the employer, be allowed to stand over, and be taken at a time mutually agreed upon in any one consecutive period equivalent to one day or night, as the case may be, for each week in the period concerned.

29.3 Rest intervals

At a time suitable to the employer two rest intervals of 10 minutes each shall be given to all employees during each day or rostered shift and shall be counted as time worked.

29.4 Rosters

29.4.1 The ordinary hours of duty of full time and part time employees shall be worked according to a roster or rosters which shall be exhibited at some reasonably convenient place accessible to employees to whom it applies,

where it may be seen by such employees and also by the Secretary or other accredited representative of the union(s).

29.4.2 A roster of at least 28 days duration setting out employees' daily ordinary working hours, commencing and finishing times and meal intervals shall be posted at least four weeks before it comes into operation in each work location.

29.4.3 Except as in emergency situations seven days notice shall be given of a change of roster.

29.4.4 The roster or rosters shall be drawn up so as to provide at least eight hours off duty between successive ordinary shifts.

29.4.4(a) Where the employer requires an employee without seven days notice and outside the excepted circumstances prescribed in clause 29.4.3, to perform ordinary duty at other times than those previously rostered, the employee shall be paid in accordance with the hours worked, with the addition of a daily allowance equal to 2-1/2 per cent of the base rate per week for an RPN as prescribed in clause 7.1.3 and for PSEN's, PSO's and Non direct care employees 2-1/2 of the allowance rate prescribed in clause 7.1.2.

29.4.4(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 above specified allowance for the additional shift(s) worked.

29.4.5 An employee, by making a request in writing to the employer, may have his or her roster fixed by the provisions of clause 29.4.6, in lieu of clauses 29.4.1 to 29.4.4.

29.4.6 Rosters shall be fixed by mutual agreement, subject to the other provisions of this agreement.

29.4.7 An employee may repudiate the request referred to in clause 29.4.5 at any time, by giving written notice to the employer. In such a case the roster for that employee shall be fixed according to the provisions of clauses 29.4.1 to 29.4.4, from the commencement of the next full roster period being not less than five clear days after such repudiation is received in writing by the employer.

29.4.8 Notwithstanding any other provision of this part, this clause shall not apply to casual employees, and employees above the level of RPN 5.

29.4.9 The parties agree that the current roster configurations will be maintained except where there is agreement between the parties regarding shifts lengths of up to 12 hours duration (exclusive of meal breaks) 12 hours shall be the maximum shift length

29.4.10 The implementation of alternative roster configurations (including shifts lengths of up to 12 hours duration) shall only occur by agreement. Where a 12 hour roster has been agreed it will be subject to a minimum trial period of six months.

29.4.11 In relation to members of the ANF, any move to 12 hour shifts will comply with the ANF 12 hour shift policy.

29.4.12 The parties agree that any current full time employee who receives a rostered day off (RDO), however titled, shall continue to do so. Full time employees who move to other full time positions with the same employer will continue to receive RDO's.

29.4.13 The parties agree to the following rostering principles:

29.4.13(a) Unless by agreement, shift changes shall be avoided during the roster period;

29.4.13(b) Periods of night shift shall be a minimum of four weeks;

29.4.13(c) There shall be an equitable allocation of rostered time on and off on weekends and public holidays among all employees.

29.4.14 Subject to practicality and service requirements, the employer will ensure that: 29.4.14(a) employees will not be Fostered for more than six consecutive days or more than four consecutive nights unless otherwise agreed at the initiative and written request of the employee and then agreed in writing;

29.4.14(b) single days/nights off will be minimised; and

29.4.15(c) rostered days off shall be attached to either 2 consecutive days/nights off or to a single day/night off.

29.4.16 Nothing in this agreement is intended to disturb local Fostering agreements or arrangements with the employer. The parties agree that where new agreements and/or arrangements are negotiated, such agreements and/or arrangements will be negotiated and agreed or incorporated into this agreement.

29.4.17 Disputed matters shall be resolved in accordance with the dispute settlement procedure of the agreement.

29.5 Summer time

29.5.1 Notwithstanding anything contained elsewhere in this agreement, whereby reason of legislation summer time is prescribed as being in advance of the standard time, the length of any shift:

29.5.1(a) commencing before the time prescribed pursuant to the relevant legislation for the commencement of a Summer Time period; and

29.5.1(b) commencing on or before the time prescribed pursuant to such legislation for the termination of a Summer Time period:

shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock in each case to be set to the time fixed pursuant to the legislation.

29.5.2 In this clause the expressions standard time and Summer Time shall bear the same meaning as are prescribed by legislation and legislation shall mean the Summer Time Act 1972 (Vic), as amended or substituted.

30. LEAVE OF ABSENCE

30.1 Compassionate leave

30.1.1 On the death or serious illness within Australia of a wife, husband, father, mother, brother, sister, child, step-child, mother-in-law, father-in-law, grandparent, grandchild, or next of kin or on the death only outside Australia of a wife, husband, mother, father, sister, brother, child, an employee shall on notice be entitled to leave up to and including the day of the funeral of such relation and such leave shall be without deduction of pay for such a period not exceeding the number of hours worked by the employee in two ordinary day's work. Proof of such death or in the case of serious illness, dependence for care of such relation shall be furnished by the employee to the satisfaction of his/her employer.

30.1.2 Provided that the aggregate of all leave taken in any year pursuant to this clause shall not exceed the number of hours worked by the employee in four ordinary days work.

30.1.3 Provided further, that this clause shall not have effect while the period of entitlement to leave under it coincides with any other period of entitlement leave.

30.1.4 For the purpose of this clause, the words wife and husband shall include a person who lives with the employee as a de facto or wife/husband.

30.2 Jury service

30.2.1 An employee other than a casual employee, required to attend for jury service during his or her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of ordinary salary he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.

30.2.2 An employee shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. Further the employee shall give the employer proof of his or her attendance at the court, the duration of such attendance and the amount received in respect of such jury service.

30.3 Long service leave

30.3.1 Entitlement

30.3.1(a) An employee shall be entitled to long service leave with pay, in respect of continuous service with one and the same employer or service with Institutions or Statutory Bodies, in accordance with the provisions of this clause.

30.3.1(b) The amount of such entitlement shall be:

30.3.1(b) (i) On the completion by the employee of 15 years continuous service - 6 months long service leave and thereafter an additional 2 months long service leave on the completion of each additional five years service.

30.3.1(b) (ii) In addition, in the case of an employee who has completed more than 15 years service and whose employment terminates otherwise than by the death of the employee, an amount of long service leave equal to one thirtieth of the period of her/his service since the last accrual of entitlement to long service leave under clause 30.3.1(b) (i).

30.3.1(b) (iii) In the case of an employee who has completed at least 10 years service, but less than 15 years service and whose employment terminates for any cause other than serious and wilful misconduct, such amount of long service leave as equals one thirtieth of the period of service.

30.3.2 Service Entitling To Leave

30.3.2(a) Subject to this clause the service of an employee of an Institution, or Statutory Body shall include service for which long service leave, or payment in lieu, has not been received, in one or more Institutions including Statutory Bodies directly associated with such Institutions or Institution for the periods required by clauses 30.3.1(a) and (b).

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

30.3.2(c) When calculating the aggregate of service entitling to leave any period of employment with any one of the said Institutions or Statutory Bodies of less than six months duration shall be disregarded.

30.3.2(d) Where a business is transmitted from one employer (the transmitter) to another employer (the transferee) an employee who worked with the transmitter and who continues in the service of the transferee shall be entitled to count her/his service with the transmitter as service with the transferee for the purposes of this clause.

30.3.2(e) For the purposes of this clause service shall be deemed to be continuous notwithstanding:

30.3.2(e) (i) the taking of any annual leave, long service leave, or other paid leave approved in writing by the employer and not covered by clauses 30.3.2(e) (ii) or (iv);

30.3.2(e) (ii) any absence from work of not more than 14 days in any year on account of illness or injury or if applicable such longer period as provided in the sick leave clauses of this agreement.

30.3.2(e) (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;

30.3.2(e) (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 28.1 (Accident Pay);

30.3.2(e) (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;

30.3.2(e) (vi) any interruption arising directly or indirectly from an industrial dispute;

30.3.2(e) (vii) any period of absence from employment between the engagement with one of the said Institutions or Statutory Bodies and another provided it is less than the employee's allowable period of absence from employment. An employee's allowable period of absence from employment shall be five weeks in addition to the total period of paid annual and/or sick leave which the employee' actually received on termination or for which she/he is paid in lieu;

30.3.2(e) (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

30.3.2(e) (ix) any absence from work of a female employee for a period not exceeding 12 months in respect of any pregnancy;

30.3.2(e) (x) any unpaid absence of not more than 24 months for the sole purpose of undertaking a course of study related to nursing where the written approval of the employer is given ;

30.3.2(e) (xi) any other absence of an employee by leave of the employer, or on account of injury arising out of or in the course of her/his employment not covered by clause 30.3.2(e) (iv).

30.3.3 Calculating continuous service

30.3.3(a) In calculating the period of continuous service of any employee, any interruption or absence of a kind mentioned in clauses 30.3.3) (e) (i) to (vi) shall be counted as part of the period of her/his service, but any interruption or absence of a kind mentioned in clauses 30.3.2(e) (vi) to (xi) of the said clause shall not be counted as part of the period of service unless it is so authorised in writing by the employer.

30.3.3(b) The onus of proving a sufficient aggregate of service to support a claim for any long service leave entitlement shall at all times rest upon the employee concerned. A certificate in the following form shall constitute acceptable proof

Certificate of Service

(Name of Institution)

(Date)

This is to certify that (Name of Employee) has been employed by this Institution/Society/Board for a period of (Years/Months/etc.) from (Dates)

to

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):

30.3.3(c) The employer shall keep or cause to be kept a long service leave record for each employee, containing particulars of service, leave taken and payments made.

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

Where an employee who has completed at least 10 years service dies while still in the employ of the employer, the employer shall pay to such employee's personal representative a sum equal to the pay of such employee for one thirtieth 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.

30.3.5 Payment for period of leave

30-3.5(a) Payment to an employee in respect of long service leave shall be made in one of the following ways:

30.3.5(a) (i) in full in advance when the employee commenced her/his leave; or

30.3.5(a) (ii) at the same time as payment would have been made if the employee had remained on duty; in which case payment shall, if the employee in writing so requires, be made by cheque posted to a specified address; or

30.3.5(a) (iii) in any other way agreed between the employer and the employee.

30.3.5(b) Where the employment of an employee for any reason terminates before she/he takes any long service leave to which she/he is entitled or where any long service leave accrues to an employee pursuant to clause 30.3.1(b) (ii) the employee shall subject to the provisions of clauses 30.3.5(c) and (d) be entitled to pay in respect of such leave as at the date of termination of employment.

30.3.5(c) Where any long service leave accrues to an employee pursuant to clause 30.3.1(b) (iii) the employee shall be entitled to pay in respect of such leave as at the date of termination of employment.

30.3.5(d) Provided in the case of an employee of an Institution or Statutory Body who accrues entitlement pursuant to clause 30.3.1(b) (iii) and who intends to be re-employed by another Institution or Statutory Body:

30.3.5(d)(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 clause 30.3.2(e)(vii).

30.3.5(d)(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 shall make payment in respect of such leave at the expiry of the employee's allowable period of absence from employment.

30.3.5(d)(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.

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

30.3.6 Taking of leave

30.3.6(a) When an employee becomes entitled to long service leave such leave shall be granted by the employer within six months from the date of the entitlement, but the taking of such leave may be postponed to such date as is mutually agreed, or in default of agreement as is determined by a member of the Commission:

30.3.6(a)(i) provided that no such determination shall require such leave to commence before the expiry of six months from the date of such determination.

30.3.6(b) Any long service leave shall be inclusive of any public holiday; or accrued day off occurring during the period when the leave is taken.

30.3.6(c) If the employer and an employee so agree:

30.3.6(c)(i) the first six months long service leave to which an employee becomes entitled under this part may be taken in two or three separate periods; and

30.3.6(c)(ii) any subsequent period of long service leave to which the employee becomes entitled may be taken in two separate periods.

but save as aforesaid long service leave shall be taken in one period.

30.3.7 Long service taken pro rata

30.3.7(a) The employer may by agreement with an employee grant long service leave to the employee before the entitlement to that leave has accrued, provided that such leave shall not be granted before the employee has completed 10 years service.

30.3.7(b) 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.

30.3.8 Definitions

For the purpose of this clause the following definitions apply:

30.3.8(a) Pay means remuneration for an employee's normal weekly hours of work calculated at the employee's ordinary time rate of pay at the time the leave is taken or (if she/he dies before the completion of leave so taken) as at the time of her/his death, and shall include the amount of any increase to the employee's ordinary time rate of pay which occurred during the period of leave.

30.3.8(b) Month shall mean a Calendar Month.

30.3.8(c) Institution shall mean any hospital or benevolent home, community health centre, Society or Association registered and subsidised pursuant to the Hospital and Charities Act 1958, or the Health Services Act 1988 or the Cancer Institute constituted under the Cancer Act 1958, or the Fairfield Hospital Board or the Victorian Bush Nursing Association (Inc.), or a Bush Nursing institution.

30.3.8(d) Statutory Body means the Hospital and Charities Commission of Victoria, the Department of Human Services (howsoever titled) and the Victorian Nurses Board (howsoever titled).

30.3.8(e) Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding interpretation.

30.3.9. Long service leave taken at half pay

Where an employee has an entitlement to long service leave, the employer and employee wherever practicable may, by agreement and at the request of the employee, allow the employee to take whole or part of the long service leave at half pay for a period equal to twice the whole or part, as the case may be, of which the employee is so entitled. The employer's agreement shall not be unreasonably withheld.

30.3.10 Transfer of accumulated service

Where an employee with in excess of 10 years continuous service is leaving the employ of the employer and transferring to another public sector Victorian health care institution to which long service leave accruals are portable, the employer agrees, when requested by the receiving employer and employee, to transfer to the receiving employer an amount equivalent to the accrued long service leave entitlement owing to the employee at the date of termination. Consequent upon such funds transfer, the receiving employer will afford the new employee full recognition of their accrued long service entitlements.

30.4. Parental leave

30.4.1 Definitions

For the purposes of this clause:

30.4.1(a) Child, with respect to maternity leave and paternity leave, means a child of the employee under the age of one year.

30.4.1(b) Child, with respect to adoption leave means a person under the age of five years who is placed with an employee for the purposes of adoption, other than a child or step-child who has previously lived continuously with the employee for a period of six months or more.

30.4.1(c) Continuous service means service under an unbroken contract of employment and includes:

30.4.1(c) (i) any period of leave taken in accordance with this clause,

30.4.1(c) (ii) any period of leave or absence authorised by the employer or by the agreement.

30.4.1(c) (iii) any period of part-time employment worked in accordance with this clause;

30.4.1(d) Employee includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

30.4.1(e) Female employee means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.

30.4.1(f) Former position means the position held by a female or male employee immediately before proceeding on leave or part-time employment under this sub-clause whichever first occurs, or if such position no longer exists but there are other positions available for which the employee is qualified and the duties of which he or she is capable of performing, a position as nearly comparable in status and pay to that of the position first mentioned in this definition.

30.4.1(g) Male employee means an employed male who is caring for a child born of his spouse or a child placed with the employee for adoption purposes.

30.4.1(h) Maternity leave means leave of the type provided for in clause 30.4 (and includes special maternity leave) whether prescribed in an award, agreement or otherwise.

30.4.1(i) Paternity leave means leave of the type provided for in clause 30.4 whether prescribed in an Agreement or otherwise.

30.4.1(j) Primary care-giver means a person who assumes the principal role of providing care and attention to a child.

30.4.1(k) Relative adoption occurs where a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

30.4 1(l) Spouse includes a de facto or a former spouse.

30.4.1(m) The maternity leave provisions in clause 30.4 apply to all female employees covered by this agreement.

30.4.2(n) The paternity leave provisions provided for in clause 30.4 apply only to male employees covered by part six of this agreement.

30.4.2(o) The adoption leave provisions provided for in clause 30.4 apply only to female employees covered by parts four and five of this agreement and to all employees covered by part six of this agreement.

30.4.2(p) Notwithstanding the limitations referred to in clauses 30.4.2(n) and (o) above, males employees covered by parts four and five shall maintain an entitlement to paternity leave and adoption leave in accordance with the parental leave provisions of the Workplace Relations Act 1996 (Cth) as amended from time to time.

30.4.2 Eligibility for Maternity Leave

30.4.2(a) A female employee who becomes pregnant, upon production to her employer of the certificate required by clause 30.4.3, shall be entitled to a period of up to 52 weeks maternity leave, of which two weeks shall be leave with full pay, provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse in relation to the same child and apart from paternity leave of up to one week at the time of confinement shall not be taken concurrently with paternity leave.

30.4.2(b) Subject to clauses 30.4.3 and 30.4.8 the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of 'Six weeks compulsory leave.

30.4.2(c) The employee must have had at least 12 months continuous service with the employer immediately preceding the date upon which she proceeds upon such leave.

30.4.3 Certification

At the time specified in clause 30.4.4 the employee must produce to the employer:

30.4.3(a) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;

30-4.3(b) a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

30.4.4 Notice requirements

30.4.4(a) An employee shall, not less than 10 weeks prior to the presumed date of confinement, produce to her employer the certificate referred to in clause 30.4.3) (a).

30.4.4(b) An employee shall give not less than four weeks notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken and shall, at the same time produce to her employer the statutory declaration referred to in clause 30.4.3(b).

30.4.4(c) The employer by not less than 14 days notice in writing to the employee may require her to commence Maternity leave at any time within the six weeks immediately prior to her presumed date of confinement.

30.4.4(d) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with clause 30.4.3(b) if such failure is occasioned by the confinement occurring earlier than the presumed date.

30.4.5 Transfer to a safe job

30.4.5(a) Where, in the opinion of a registered medical practitioner; illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

30.4.5(b) If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of clauses 30.4.9, 30.4.10, 30.4.11 and 30.4.12.

30.4.6 Variation of period of maternity leave

Provided the maximum period of maternity leave does not exceed the period to which the employee is entitled under clause 30.4.2:

30.4.6(a) the period of maternity leave may be lengthened once only by the employee giving not less than 14 days notice in writing, stating the period by which the leave is to be lengthened;

30.4.6(b) the period may be further lengthened by agreement between the employer and the employee.

30.4.6(c) the period of maternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

30.4.7 Cancellation of maternity leave

30.4.7(a) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.

30.4.7(b) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

30.4.8 Special maternity leave and sick leave

30.4.8(a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then:

30.4.8(a) (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or

30.4.8(a) (ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before the return to work.

30.4.8(b) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under clause 30.4.2.

30.4.8(c) For the purposes of clauses 30.4.9, 30.4.10 and 30.4.11, maternity leave shall include special maternity leave.

30.4.8(d) An employee returning to work after the completion of a period of leave taken pursuant to this clause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to clause 30.4.5, to the position she held immediately before such transfer.

30.4.8(e) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

30.4.9 Maternity Leave and Other Leave Entitlements

30.4.9(a) Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the employee is entitled under clause 30.4.2, an employee may, in lieu of in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is entitled.

30.4.9(b) Paid sick leave or other paid authorised agreement absences (excluding annual leave or long service leave) shall not be available to an employee during her absence on maternity leave.

30.4.10 Effect of Maternity Leave on Employment

Subject to this clause, notwithstanding any agreement, award or other provision to the contrary, absence on maternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant agreement or agreement.

30.4.11 Termination of Employment

30.4.11(a) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this part.

30.4.11(b) The employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of the employer in relation to termination of employment are not hereby affected.

30.4.12 Return to Work after Maternity Leave

30.4.12(a) An employee shall confirm her intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.

30.4.12(b) An employee, upon returning to work after maternity leave or the expiration of the notice required by clause 30.4.12(a), shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to clause 30.4.5, to the position which she held immediately before such transfer or in relation to an employee who has worked part-time during the pregnancy the position she held immediately before commencing such part-time work.

30.4.12(c) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

30.4.13 Eligibility for paternity leave

Subject to clauses 30.4.2(n) and (p), a male employee, upon production to his employer of the certificate required by clause 30.4.14 shall be entitled to one or two periods of unpaid paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances:

30.4.13(a) an unbroken period of up to one week at the time of confinement of his spouse;

30.4.13(b) a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse and shall not be taken concurrently with that maternity leave.

30.4.13(c) The employee must have had at least 12 months continuous service with the employer immediately preceding the date upon which he proceeds upon either period of leave.

30.4.14 Certification

At the time specified in clause 30.4.15 the employee must produce his employer: 30.4.14(a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date on which the birth took place;

30.4.14(b) in relation to any period to be taken under clause 30.4.13, statutory declaration stating:

30.4.14(b)(i) he will take that period of paternity leave to become the primary care-giver of a child;

30.4.14(b)(ii) particulars of any period of maternity leave sought or taken by his spouse; and

30.4.14(b)(iii) for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

30.4.15 Notice requirements

30.4.15(a) The employee shall, not less than 10 weeks prior to each proposed period of leave, give the employer notice in writing stating the dates on which he proposes to start and finish the period or periods of leave and produce the certificate and statutory declaration required in clause 30.4.14 hereof.

30.4.15(b) The employee shall not be in breach of this clause as a consequence of failure to give the notice required in clause 30.4.15(a) if such failure is due to:

30.4.15(b)(i) the birth occurring earlier than the expected date; or

30.4.15(b)(ii) the death of the mother of the child; or

30.4.15(b)(iii) other compelling circumstances.

30.4.15(c) The employee shall immediately notify his employer of any change in the information provided pursuant to clause 30.3.14.

30.4.16 Variation of period of paternity leave

30.4.16(a) Provided the maximum period of paternity leave does not exceed the period to which the employee is entitled under clause 30.4.13:

30.4.16(a)(i) the period of paternity leave provided by clause 30.4.13 may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;

30.4.16(a)(ii) the period may be further lengthened by agreement between the employer and the employee.

30.4.16(b) The period of paternity leave taken under clause 30.4.13 may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

30.4.17 Cancellation of paternity leave

Paternity leave, applied for under clause 30.4.13 but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

30.4.18 Paternity leave and other leave entitlements

30.4.18(a) Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the employee is entitled under clause 30.4.13(c), an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part thereof to which he is entitled.

30.4.18(b) Paid sick leave or other paid authorised absences (excluding annual leave or long service leave) shall not be available to an employee during his absence on paternity leave.

30.4.19 Effect of paternity leave on employment

Subject to this clause, notwithstanding any award, agreement or other provision to the contrary absence on paternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

30.4.20 Termination of employment

30.4.20(a) An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this agreement.

30.4.20(b) The employer shall not terminate the employment of an employee on the ground of his absence on paternity leave, but otherwise the rights of the employer in relation to termination of employment are not hereby affected.

30.4.21 Return to work after paternity leave

30.4.21(a) An employee shall confirm his intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of paternity leave provided by clause 30.4.13.

30.4.21(b) An employee, upon returning to work after paternity leave or the expiration of the notice required by clause 30.4.21(a), shall be entitled to the position which he held immediately before proceeding on paternity leave, or in relation to an employee who has worked part time under this clause to the position he held immediately before commencing such part-time work.

30.4.21(c) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, he shall be entitled to a position as nearly comparable in status and pay to that of his former position.

30.4.22 Eligibility for adoption leave

Subject to clauses 30.4.2(o) and (p), an employee, upon production to the employer of the documentation required by clause 30.4.23 shall be entitled to one or two periods of unpaid adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances:

30.4.22(a) an unbroken period of up to three weeks at the time of placement of the child;

30.4.22(b) an unbroken period of up to 52 weeks from the time of its placement in order to be the primary care-giver of a child. This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child. This entitlement of up to 52 weeks shall be reduced by:

30.4.22(b)(i) any period of leave taken pursuant to clause 30.4.23(b); and

30.4.22(b)(ii) the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse;

30.4.22(b)(iii) the employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave in either case.

30.4.23 Certification

30.4.23(a) Before taking adoption leave the employee must produce to the employer:

30.4.23(a)(i) A statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or

30.4.23(a)(ii) A statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.

30.4.23(b) In relation to any period to be taken under clause 30.4.22(b), a statutory declaration stating:

30.4.23(b)(i) the employee is seeking adoption leave to become the primary care-giver of the child;

30.4.23(b)(ii) particulars of any period of adoption leave sought or taken by the employee's spouse; and

30.4.23(b)(iii) for the period of adoption leave the employee will not engage in any conduct inconsistent with his or her contract of employment.

30.4.24 Notice requirements

30.4.24(a) Upon receiving notice of approval for adoption purposes an employee shall notify the employer of such approval and within two months of such approval shall further notify the employer of the period or periods of adoption leave the employee proposes to take. In the case of a relative adoption the employee shall notify as aforesaid upon deciding to take a child into custody pending an application for an adoption order.

30.4.24(b) An employee who commences employment with the employer after the date of approval for adoption purposes shall notify the employer thereof upon commencing employment and of the period or periods of adoption leave which the employee proposes to take. Provided that such employee shall not be entitled to adoption leave unless the employee has not less than 12 months continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave.

30.4.24(c) The employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but no later than 14 days before placement, give notice in writing to the employer of such date, and the date of commencement of any period of leave to be taken under clause 30.4.22(a).

30.4.24(d) An employee shall, 10 weeks before the proposed date of commencing any leave to be taken under clause 30.4.22(b) give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

30.4.24(e) An employee shall not be in breach of this sub-clause as a consequence of failure to give the stipulated period of notice in accordance with clause 30.4.24(c) and (d) if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

30.4.25 Variation of period of Adoption Leave

30.4.25(a) Provided the maximum period of adoption leave does not exceed the period to which the employee is entitled under clause 30.4.22:

30.4.25(a)(i) the period of leave taken under clause 30.4.22(b) may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;

30.4.25(a)(ii) the period may be further lengthened by agreement between the employer and the employee.

30.4.25(b) The period of adoption leave taken under clause 30.4.22(b) may, with the consent of the employer, be shortened the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

30.4.26 Cancellation of Adoption Leave

30.4.26(a) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.

30.4.26(b) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee shall notify the employer forthwith and the employer shall nominate a time not exceeding four weeks from the receipt of notification for the employee's resumption of work.

30.4.27 Special leave

The employer shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the employer may require the employee to take such leave in lieu of special leave.

30.4.28 Adoption Leave and other entitlements

30.4.28(a) Provided the aggregate of any leave, including leave taken under this clause, does not exceed the period to which the employee is, entitled under clause 30.4.22, an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part thereof to which he or she is entitled.

30.4.28(b) Paid sick leave or other paid authorised Agreement absences (excluding annual leave or long service leave) shall not be available to any employee during her/his absence on adoption leave.

30.4.29 Effect of Adoption Leave on employment

Subject to this clause, notwithstanding any agreement, award or other provision to the contrary, absence on adoption leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant agreement or award.

30.4.30 Termination of employment

30.4.30(a) An employee on adoption leave may terminate the employment at any time during the period of leave by notice given in accordance with this agreement.

30.4.30(b) The employer shall not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on

adoption leave, but otherwise the rights of the employer in relation to termination of employment are not hereby affected.

30.4.31 Return to work after Adoption Leave

30.4.31(a) An employee shall confirm the intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of adoption leave provided by clause 30.4.22(b).

30.4.31(b) An employee, upon returning to work after adoption leave shall be entitled to the position held immediately before proceeding on such leave or in relation to an employee who has worked part time under this clause the position held immediately before commencing such part-time work.

30.4.31(c) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee shall be entitled to a position as nearly comparable in status and pay to that of the employee's position.

30.4.32 Part-time work

With the agreement of the employer:

30.4.32(a) A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.

30.4.32(b) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy necessary or desirable.

30.4.32(c) A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.

30.4.32(d) In relation to adoption a female employee may work part-time in one or more periods at any time from the date of placement of the child until the second anniversary of that date.

30.4.33 Return to Former Position

30.4.33(a) An employee who has had a least 12 months continuous service with the employer immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right return to his or her former position.

30.4.33(b) Nothing in clause 30.4.33(a) shall prevent the employer from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.

30.4.34 Effect of Part-time Employment on Continuous Service

Commencement on part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.

30.4.35 Pro rata Entitlements

Subject to the provisions of this clause and the matters agreed to in accordance with clause 30.4.38, part-time employment shall be in accordance with the provisions of this part which shall apply pro rata.

30.4.36 Transitional Arrangements - Annual Leave

An employee working part-time under this clause shall be paid for and take any leave accrued in respect of a period of full time employment, in such periods and manner as specified in the annual leave provisions of this part, as if the employee were working full time in the class of work the employee was performing as a full time employee immediately before commencing part-time work under this clause:

30.4.36(a) a full time employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this clause, in such periods and manner as specified in this part, as if the employee was performing as a part-time employee immediately before resuming full time work.

30.4.36(b) provided that, by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full time rate.

30.4.37 Transitional Arrangements - Sick Leave

An employee working part-time under this clause shall have sick leave entitlements which have accrued under this agreement (including any entitlement accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

30.4.38 Part-time Work Assessment

Before commencing a period of part-time employment under this clause the employee and the employer shall agree:

30.4.38(a) that the employee may work part-time;

30.4.38(b) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;

30.4.38^c upon the classification applying to the work to be performed; and

30.4.38(d) upon the period of part-time employment.

30.4.39 The terms of the agreement under this clause may be varied by consent.

30.4.40 The terms of the agreement under this clause or any variation to it shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.

30.4.41 The terms of the agreement under this clause shall apply to the part-time employment.

30.4.42 Termination of Employment

30.4.42(a) The employment of a part-time employee under this clause, may be terminated in accordance with the provisions of this part but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

30.4.42(b) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, shall be calculated by reference to the full time rate of pay at the time of termination and by regarding all service as a full time employee as qualifying for a termination entitlement based on the period of full time employment and all service as a part time employee on a pro rata basis.

30.4.43 Extension of Hours of Work

The employer may request, but not require, an employee working part-time under this clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with clause 30.4.38.

30.4.44 Nature of Part-time Work

The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this agreement.

30.4.45 Inconsistent Agreement Provisions

An employee may work part-time under this clause notwithstanding any other provision of this agreement which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including provisions:

30.4.45(a) limiting the number of employees who may work part-time;

30.4.45(b) establishing quotas as to the ratio of part-time to full time employees;

30.4.45(c) prescribing a minimum or maximum number of hours a part-time employee may work; or

30.4.45(d) requiring consultation with, consent of or monitoring by a union(s); 30.4.45(e) and such provisions do not apply to part-time work under this clause.

30.4.46 Replacement employees

30.4.46(a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity, paternity or adoption leave or an employee specifically engaged as a result of an employee working part-time under this clause.

30.4.46(b) Subject to this clause, clauses 30.4.35 to 30.4.38 and 30.4.42 and 30.4.45 apply to the part-time employment of a replacement employee.

30.4.46(c) Unbroken services as a replacement employee shall be treated as continuous service for the purposes of clause 30.4.1(c).

30.4.46(d) Before the employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, the employee shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

30.4.45(e) Nothing in this clause shall be construed as requiring the employer to engage a replacement employee.

31. Training

31.1 The parties are committed to the provision and maintenance of appropriate and relevant training. The parties also support the move for such training to be accredited to National Competency Standards.

31.2 These processes shall be conducted at the local levels by the Consultative Committees established under clause 11.

PART 4 - REGISTERED PSYCHIATRIC NURSES

32. CLASSIFICATION STRUCTURES, AND MODES OF EMPLOYMENT

32.1 Advertisement of position

Any notice, circular or advertisement for a position regulated by this agreement shall specify the salary grade or sub-grade applicable.

32.2 Classifications in grades

The classification and work descriptions of Registered Psychiatric Nurses are contained in appendix A of this agreement.

32.3 Classification structure

32.3.1 The Registered Psychiatric Nurse structure shall be in accordance with appendix C of this agreement.

32.3.2 Positions shall be classified in accordance with the classification structure and the occupants shall be paid accordingly and shall be entitled to progress through the annual increments on the anniversary of their employment.

32.3.3 Future RPN employees who, prior to being appointed by the employer, have completed either:

32.3.3(a) an undergraduate psychiatric nurse training program; or

32.3.3(b) post graduate psychiatric nurse training program:

shall enter the structure at a minimum entry point of RPN 2 year 1.

32.3.4 Future RPN employees who do not meet the criteria under clause 32.3.3 shall enter the structure at the level of RPN 1.

32.3.5 Nothing in this clause effects an employee's entitlement on appointment to recognition of previous service for any purpose, including for incremental purposes.

32.4 Modes of employment

32.4.1 Full-time employment

A full-time employee is one who is employed and who is ready, willing and available to work a full week of 38 hours or an average of 38 hours as per clause 35.6 at the times and during the hours as may be mutually agreed upon or in the absence of such agreement as prescribed by the employer. Subject to the provisions of clause 35.6 such employee shall be paid the full weekly salary appropriate to the employee's classification, irrespective of the number of hours worked not exceeding 38, or an average of 38 per.

32.4.2 Part-time employment

32.4.2(i) A part-time employee is one who is employed and who is ready, willing and available to work on a regular basis any number of hours up to but not exceeding 38 hours in any one week (or 76 in a fortnight), provided that the number of hours worked may vary from week to week by mutual agreement. Such employee shall be paid per hour worked an amount equal to one thirty-eighth (1/38th) of the weekly wage appropriate to the employee's classification, provided that clauses 33.4.5 and 34.6 will also apply to part time employees, and payment in respect of any period of annual leave or long service leave to which an employee may become entitled shall be paid on a pro rata basis.

32.4.2(ii) Payment in respect of any period of sick leave (where an employee has accumulated an entitlement) and compassionate leave shall be 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 salary below that level which such employee would have received had such employee not been absent.

32.4.3 Casual Employment

32.4.3(i) A casual employee is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by the employer in accordance with the employer's requirements, without the requirement of prior notice by either party, but does not include an employee who could properly be classified as a full-time or part-time employee under clauses 32.4.1 and 32.4.2.

32.4.3(ii) A casual employee shall be paid per hour worked amount equal to one thirty-eighth (1/38th) of the weekly salary appropriate to the class of work performed plus 25 per cent.

32.4.3(iii) In addition a casual employee shall be entitled to receive the appropriate uniform and other allowances contained in this part.

32.4.3(iv) The provisions of clause 35.1 (annual leave), clause 30.3 (long service leave), clause 35.4 (sick leave) and clause 30.1 (compassionate leave) shall not apply in the case of a casual employee.

32.4.3(vi) The parties confirm their commitment to maximise full time and part time employment and agree that the engagement of casual employees shall, subject to clause 32.4.3(viii), be only in response to unplanned circumstances (without intending to be exhaustive, such as filling of gaps in rosters caused by sick leave or other unpredictable absences). Casual employment is not to be used in circumstances where the work undertaken is of an ongoing and predictable nature. It will be the aim to utilise existing employees for unplanned absences where practicable.

32.4.3(vii) The casual replacement shift shall be of the same shift length as the shift that is being replaced. Additional casual employees for unexpected periods of peak workload may be of a shorter duration.

32.4.3(viii) It is acknowledged that in the event of logistical difficulties such as late notification of sick leave or genuine inability to obtain an agency/bank nurse for a full shift replacement then the full shift replacement may not be able to occur.

32.4.4 Nothing in this agreement disturbs the modes of employment of existing employees.

33. SALARIES AND OVERTIME

33.1 Wage rates

Registered Psychiatric Nurses shall be paid the weekly salaries corresponding to the employee's classification and increment level as set out in appendix C of this agreement.

33.2. Refresher courses and supervised experience

33.2.1 During the clinical experience period of Refresher Courses or during Supervised Experience, where such course or experience is required by the Victorian Nurses Board, nurses shall be paid as a Registered Psychiatric Nurse Grade 1.

33.2.2 For the first 12 months after completion of a Refresher Course or Supervised Experience, at the rate appropriate to his/her years of experience, but no higher than Grade 2, Year 2.

33.2.3 After completion of 12 months' experience in accordance with clause 33.2.2, a nurse (upon sufficient proof to support a claim for incremental advancement) shall be paid at the rate appropriate to his/her years of experience.

33.3 Overtime

33.3.1 Except in the case of employees over the level of RPN 5 all work done in excess of the ordinary hours prescribed shall be paid at the rate of time and a half for the first two hours and double time thereafter. For the purpose of this clause each day or shift shall stand alone.

33.3.2 Rest Periods - Affected by Overtime (Including Saturdays and Sundays)

33.3.2(a) When overtime work (including recall to duty) is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least 10 hours continuously off duty between the work of successive shifts.

33.3.2(b) An employee (other than a casual employee) who works so much overtime between the termination of her/his last previously rostered ordinary hours of duty and the commencement of her/his next succeeding rostered period of duty that she/he would not have had at least 10 hours continuously off duty between those times, shall subject to this clause, be released after completion of such overtime worked until she/he had 10 hours continuously off duty without loss of pay for rostered ordinary hours occurring during such an absence.

33.3.2(c) If on the instructions of the employer such an employee resumes or continues work without having had such 10 hours continuously off duty she/he shall be paid at the rate of double time until she/he is released from duty for such rest period and she/he shall be entitled to be absent until she/he has had 10 hours continuously off duty without loss of pay for rostered ordinary hours occurring during such an absence.

33.3.2(d) In the event of any employee finishing any period of overtime or recall at a time when reasonable means of transport are not available for the employee to return to her/his place of residence the employer shall provide adequate transport free of cost to the employee.

33.3.3 Time in lieu of overtime payments

33.3.3(a) In lieu of receiving payment for overtime worked in accordance with this clause, employees may, with the consent of the employer, be allowed to take time off, for a period of time equivalent to the period worked in excess of ordinary rostered hours of duty, plus a period of time equivalent to the overtime penalty incurred. Such time in lieu shall be taken as mutually agreed between the employer and the employee, provided that accrual of such leave shall not extend beyond a 28 day period.

33.3.3(b) Where such accrued time has not been taken within the 28 day period, such time shall be paid in accordance with this clause at the rate of pay that applied on the day the overtime was worked.

33.3.4 For the purposes of this clause, in accruing or calculating payment of overtime, each period of overtime shall stand alone.

33.3.5 Part time employees

This clause shall apply to part time employees only with respect to shift lengths in excess of eight hours. Any part-time employee working in excess of 38 hours in any week shall be regarded as a full-time employee for the period so worked.

34. ALLOWANCES

34.1 Higher duties

34.1 Subject to clause 34.1.2 any employee other than an employee classified above the level of RPN 5 engaged in any one day or shift for more than two hours on duties carrying a higher rate than the classification in which she/he is ordinarily employed shall be paid for the full day or shift at the minimum rate for that higher classification but if so engaged for two hours or less only the time so worked shall be paid for at that higher rate.

34.1.2 Notwithstanding the provisions of clause 34.1.1 the following provisions shall apply to employees who are appointed to relieve a Unit Manager:

34.1.2(a) Off duty shifts

34.1.2(a) (i) Where a work unit involves shift work, Deputy Unit Managers may be appointed to undertake in-charge functions during the off duty periods of the Unit Manager. The rate, once appropriately set, shall be deemed to include the performance of the in-charge function during the off duty periods of the Unit Manager.

34.1.2(a) (ii) Where an employee other than an a Deputy Unit Manager is required to act in charge during the off duty period of Deputy Unit Managers (which event shall be the exception to the rule), such employee shall be paid at the minimum rate applicable to the Deputy Unit Manager position which would normally be in charge on that shift.

34.1.2(a) (iii) Provided that where no Deputy Unit Manager position has been appointed with respect to the relevant shift, the provisions of clause 34.1.1 shall apply.

34.1.2(b) Periods of Absence

34.1.2(b) (i) The provisions of clause 34.1.2(a) shall apply to all periods of absence of a Unit Manager up to and including five days. For absences in excess of five days, the relieving Deputy Unit Manager shall be paid at the minimum rate for the Unit Manager for the entire period of relief and other

employees who consequently act in a higher position shall be similarly remunerated at the minimum rate of that higher position for the entire period of relief.

34.1.2(b) (ii) An RPN above the level of RPN 6 who is called upon to relieve an employee in a higher classification for a period in excess of five days, shall be paid at the minimum of that higher classification for the entire period of relief.

34.2 Meal Allowance

34.2.1 An employee shall be supplied with an adequate meal where the employer has her/his own cooking and dining facilities or be paid meal money in addition to any overtime payment as follows:

34.2.1(a) when required to work after the usual finishing hour of work beyond one hour (Monday to Friday inclusive), or in the case of a shift employee when the overtime work on any shift exceeds one hour - \$6.20. Provided that where such overtime work exceeds four hours a further meal allowance of \$4.95 shall be paid;

34.2.1(b) when required to work more than five hours overtime on a Saturday or on a Sunday, or more than five hours by a shift employee on her/his rostered day off - \$6.20 and a further \$4.95 when required to work more than nine hours on such day. These foregoing provisions shall not apply where an employee could reasonably return home for a meal within the period allowed;

34.2.1(c) on request meal money shall be paid on the same day as overtime is worked.

34.3 On call allowance (non CATT type functions)

An employee rostered to be on call (ie. to be available to be recalled to duty in that period of time beyond the employee's rostered hours of duty), other than for CATT type functions shall be paid the sum of 1.45 percent of the base rate as prescribed in clause 7.1.3 per period of 12 hours or part thereof

34.4. On call/recall rate and provisions. (CATT type function)

34.4.1 Employees engaged on on-call/recall for the provision of a crisis response (CATT type function), shall be paid an allowance per on-call period as follows.

34.4.1(a) from the first pay period on or after 1 July 1997 \$60.00

34.4.1(b) The allowance includes payment of work performed of up to one hour's aggregate duration for each on-call duty.

34.4.2 Only one employee per team each night shall be rostered on-call and in receipt of the allowance. No other team member (apart from the psychiatrist/s) will be required or requested to provide out of hour's service for that particular night.

34.4.3 For work performed in excess of an aggregate of one hour during an on-call period, payment shall be made at the normal overtime rate paid at the employee's substantive classification and increment level.

34.4.4 Minimum recall to duty provisions and maximum overtime rates do not apply

34.4.5 The allowance encompassed in this clause is for compensation for all the inconveniences associated with being on-call and performing duty of up to one hour. Accordingly it is recognised that at times employees may not be able to have an uninterrupted period of eight hours break in between duty, noting the requirement of the employee on-call to have hand-over duty at the first am shift. Where an uninterrupted eight hour break is not possible due to work commitments, the team leader in charge of the team shall, where appropriate and practical, release the on-call employee from duty in order to have a sufficient rest break if needed.

34.5 Saturday and Sunday work

34.5.1 Payment for all ordinary work performed between midnight Friday and midnight Sunday (inclusive) shall be paid for at the rate of time and one half.

34.5.2 If the Saturday or Sunday work involves duty in excess of the prescribed ordinary rostered hours the excess period shall be paid at the rate of double time.

34.5.3 This clause shall not apply to employees above the classification of RPN 5.

34.6 Shift allowances

34.6.1 Morning and afternoon shifts

In addition to any other rates prescribed elsewhere in this agreement employees whose rostered hours of ordinary duty finish between 6.00 pm. and 8.00 am. or commence between 6.00 pm. and 6.30 am. shall be paid an amount equal to 2 1/2 per cent of the rate of the allowance rate as prescribed in clause 7.1.2(a) per rostered period of duty per rostered period of duty.

34.6.2 Night shift

In the case of an employee working on any rostered hours of ordinary duty, finishing on the day after commencing duty or commencing after midnight and before 5.00 am he or she shall be paid an amount equal to 4 per cent of the allowance rate as prescribed in clause 7.1.2(a) for any such period of duty and provided further that in the case of an employee permanently working on any such rostered hours of ordinary duty shall be paid an amount equal to 5 per cent of the allowance rate as prescribed in clause 7.1.2(a).

34.6.3 Provided that the shift allowance shall be calculated to the nearest 10 cents, an exact amount of 5 cents in the result going to the higher figure.

34.6.4 Permanently working shall mean working for any period in excess of four consecutive weeks.

34.6.1 Provided that this clause shall not apply to employees above the level of RPN 5.

34.7 Uniform and laundry allowance

34.7.1 Where uniforms are not provided for an employee such employee shall be paid a uniform allowance at the rate of 83 cents per day or part thereof on duty or \$4.14 per week whichever be the lesser amount. Where such employee's uniforms are not laundered by or at the expense of the hospital, the employee shall be paid a laundry allowance of 21 cents per day or part thereof on duty or \$1.07 per week, whichever be the lesser amount.

34.7.2 The uniform allowances but not the laundry shall be paid during all absences on leave, except absence on long service leave and absence on sick leave beyond one day. Where, prior to taking leave, an employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave shall be the average of the allowance paid during the four weeks immediately preceding the taking of leave.

34.7.3 Where the employer provides an employee with uniforms, all articles so provided remain the property of the hospital.

34.8 Vehicle allowance

34.8.1 Where an employee is required to provide her/his own mode of conveyance in connection with her/his duties, she/he shall be paid an allowance in accordance with the following table as varied from time to time:

34.8.1(a)	Motor Cars	A kilometre
	35 PMU and over	58.3
	Under 35 PMU	48.0
34.8.1(b)	Motor Cycles	
	250cc and over	28.1
	Under 250cc	21.1
34.8.1(c)	Bicycles	7.1

Note : PMU means power mass units as stated in the certificate of registration of the vehicle.

34.8.2 Provided that there be a minimum payment of 50 cents for each occasion of use.

34.8.3 Any employee engaged for a distant position where a definite period of engagement is not stated shall after six months' continuous service, receive a refund of first class railway, coach or plane fares and reasonable out-of-pocket expenses incurred within the state of Victoria in reaching such position.

34.8.4 Any employee engaged for a distant position for a definite period shall, upon completion of the term of the engagement, receive first class railway, coach or plane fares or necessary mileage for use of private car for return trip and reasonable out-of-pocket expenses incurred in travelling within the State of Victoria.

34.8.5 The rates in clause 34.8.1 shall be adjusted in accordance with the rates as prescribed and adjusted from time to time by the Australian Taxation Office.

35. LEAVE OF ABSENCE, PUBLIC HOLIDAYS AND HOURS OF DUTY

35.1 Annual leave

35.1.1 Subject to employees' annual leave accrued entitlements being adjusted into 38 hour equivalents and except as otherwise provided in this clause, all RPN employees shall be granted 190 hours of annual leave with ordinary pay on completion of 12 months service with the employer.

35.1.2 When the system of working provides for the taking of accrued days off, the maximum number of accrued days off shall be 13 in any calendar year. Provided, that one day of a year's annual leave period shall be regarded as an accrued day off for which no additional payment is to be made.

35.1.3 In calculating any pro rata payment there shall be taken into account any deductions for non-working public holidays permitted under this proviso but the period on which such pro rata payment is based shall not be less than the appropriate minimum period therein specified.

35.1.4 Provided further that any employee who leaves or is dismissed for any reason before completing a full qualifying 12 month period, shall in lieu of annual leave, receive a pro rata payment, based on the amount payable for the leave prescribed herein for a full 12 months continuous service, and the period actually served.

35.1.5 Provided further that an employee of a Community Health Centre who is not required to work on Public Holidays shall be granted 152 hours leave.

35.1.6 Provided further that in the case of an employee who under this clause is entitled to 152 hours annual leave should any day or days specified in clause 35.5 as a public holiday occur during an employee's period of annual leave seven hours and 36 minutes shall be added to the period of annual leave for each such specified day occurring.

35.1.7 For all purposes of this clause in addition to the leave herein prescribed a full-time employee as defined required to work and who worked ordinary hours as prescribed under clause 32.4 of this part on week days and on weekends throughout the qualifying 12 months period of service shall be allowed seven consecutive days leave including non-working days.

35.1.8 A full-time employee with 12 months continuous service so engaged-for part of the qualifying 12 months period shall have the leave prescribed

in clauses 35.1.1 to 35.1.7 increased by half a day for each month during which engaged as aforesaid.

35.1.9 A full-time employee so engaged for part of the qualifying 12 months period whose employment is terminated shall receive in addition to other amounts due in lieu of annual leave a pro rata payment based on the amount payable under this clause for the full qualifying 12 months period and the period so engaged.

35.1.10 Two weeks notice of the date from which an employee shall commence his or her annual leave shall be given unless otherwise mutually agreed upon between the parties concerned.

35.1.11 Ordinary pay in relation to any employee means remuneration for the employees normal weekly number of hours of work calculated at the ordinary time rate of pay.

35.1.12 In addition to the ordinary pay as prescribed in clause 35.1.11 all employees shall receive either:

35.1.12(a) a loading of 17-1/2 per cent calculated on the prescribed rate of salary. Provided that such loading shall be on a maximum of 152 hours in respect of any year of employment; provided further than an employee whose weekly salary is in excess of \$702.60 shall receive in lieu of the 17-1/2 per cent loading an amount of \$491.80 in respect of a period of 152 hours or a proportionate amount in respect of a lesser period or periods; or

35.1.12(b) in respect of each week of leave granted an amount comprising the following:

35.1.12(b) (i) All payments for ordinary hours of work;

35.1.12(b) (ii) shift work premiums according to roster or projected roster;

35.1.12(b) (iii) Saturday, Sunday premiums according to roster or projected roster;

35.1.12(b) (iv) in-charge allowances;

35.1.12(b) (v) allowances prescribed in clause 34.7;

whichever is the higher.

35.1.13 The annual leave loading prescribed in clause 35.1.12(a) shall apply to pro rata payment of leave on termination of employment.

35.1.14 An employee before going on leave shall be paid in advance for the period of such leave.

35.1.15 Where an employee becomes sick whilst on annual leave for a continuous period of not less than five days on which she/he would otherwise have worked, and immediately forwards to the employer a certificate of a legally qualified medical practitioner, then the number of days not less than five specified in the certificate shall be deducted from any sick leave

entitlement standing to the employee's credit, and shall be re-credited to her/his annual leave entitlement.

35.1.16 The amount of annual leave loading received for any period of annual leave converted into sick leave in accordance with clause 35.1.15 shall be deducted from any future entitlement to annual leave loading or if the employee resigns, from termination pay.

35.2 Examination leave

35.2.1 Employees shall be entitled to five days paid leave in any one year for the purposes of undertaking and/or preparing for examinations in a course of study.

35.2.2 Entitlement to leave pursuant to clause 35.2.1 shall be available to full-time and part-time employees who are employed to work on average for three shifts or 24 hours per week.

35.2.3 Entitlement to leave pursuant to clause 35.2.1 shall be subject to an employee having been employed by the particular establishment for 18 months immediately prior to taking of examination leave.

35.2.4 Entitlement to leave pursuant to clause 35.2.1 shall be granted for studies which are relevant to employment at the establishment and would normally be undertaken in a Tertiary Institution.

35.2.5 Entitlement to leave pursuant to clause 35.2.1 shall be taken at a time that is mutually agreed between the employer and the employee. The employer shall not unreasonably withhold approval for such leave.

35.3 Personal/carer's leave

35.3.1 An employee is entitled to the following amount of paid personal/carer's leave:

35.3.1(a) Up to 121 hours and 36 minutes in the first year of service;

35.3.1(b) Up to 136 hours and 48 minutes in each year in the second, third and fourth years of service; and

35.3.1(c) Up to 190 hours in the fifth and following years of service.

35.3.2 Immediate family or household

The entitlement to use bereavement leave/compassionate leave and carer's leave in accordance with this clause is subject to:

35.3.2(a) The person being either:

35.3.2(a) (i) A member of the employee's immediate family; or

35.3.2(a) (ii) A member of the employee's household.

35.3.3 The term immediate family includes:

35.3.3(a) Spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and

35.3.3(b) Child or an adult child (including an adopted child, a step-child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

35.3.4 Personal sick leave

35.3.4(a) An employee is entitled to the following amount of paid leave for absence due to personal illness or injury, pursuant to clause 35.4 of this agreement:

35.3.4(a) (i) Up to seven hours and 36 minutes for each month of service in the first year of service;

5.3.4(a) (ii) Up to 106 hours and 24 minutes in each year in the second, third and fourth years of service;

35.3.4(a) (iii) Up to 159 hours and 36 minutes in the fifth and following years of service.

35.3.4(b) Leave taken by an employee under clause 35.3.4(a) is deducted from the amount of personal/carer's leave under clause 35.3.1.

35.3.4(c) An employee is entitled to use accumulated sick leave for personal sickness if the employee has already used:

35.3.4(c) (1) The current year's sick leave component of the personal/carer's leave entitlement as personal sick leave; or

35.3.4(c) (ii) The current year's aggregated personal/carer's leave entitlement.

35.3.4(d) Sick leave entitlements which are undertaken at the completion of the year shall accumulate on the following scale:

35.3.4(d) (i) The balance of personal/carer's leave provided that such remaining leave does not exceed the quantum of sick leave specified below less any personal sick leave specified below less any personal sick leave or carer's leave taken by the employee during the year:

35.3.4(d) (i) (A) Up to seven hours and 36 minutes for each month of service in the first year of service;

35.3.4(d) (i) (B) Up to 106 hours and 24 minutes in each year in the second, third and fourth years of service; and

35-3.4(d)(i)(C) Up to 159 hours and 36 minutes in the fifth and following years of service.

35.3.4(e) To the extent that this agreement provides for part days, notice, certification, existing caps on accumulation and pro rata accruals of sick leave the provisions shall apply to this clause.

35.3.5 Bereavement/compassionate leave

35.3.5(a) An employee is entitled to four days paid leave annually if a member of the employee's immediate family or household in Australia dies/is seriously ill, pursuant to clause 30.1 of this agreement.

35.3.5(b) Each day or part of a day used under clause 35.3.5(a) is deducted from the amount of personal/carer's leave under clause 35.3.1.

35.3.5(c) An employee is entitled to use accumulated sick leave as paid bereavement leave/ compassionate leave up to four days annually when a member of the employee's immediate family or household in Australia dies/is seriously ill if the employee has already used the current year's personal/carer's leave entitlement under clause 35.3.1.

35.3.5(d) An employee is entitled to use unpaid leave up to four days annually when a member of the employee's immediate family or household in Australia dies/is seriously ill if the employee has already used the current year's personal/carer's leave entitlement under clause 35.3.1 and no accumulated sick leave is available.

35.3.5(e) Proof of death must be provided to the satisfaction of the employer, if requested.

35.3.6 Carer's leave

35.3.6(a) An employee with responsibilities in relation to either members of their immediate family or household who need their care and support is entitled to use up to five days per annum, of their personal/carer's leave entitlement to provide care and support for such persons when they are ill. Leave may be taken for part of a single day.

35.3.6(b) The entitlement to use personal/carer's leave is subject to the employee being responsible for the care of the person concerned.

35.3.6(c) The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

35.3.6(d) In normal circumstances an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.

35.3.6(e) The employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking

such leave and the estimated length of absence. If it is not practicable for the employee/officer to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of absence.

35.3.6(f) Each day or part of a day carer's leave taken in accordance with clause 35.3.6(a) is to be deducted from the amount of personal/carer's leave provided in clause 35.3.1 of this clause up to a maximum of five days per annum.

35.3.6(g) An employee is entitled to use accumulated sick leave as paid carer's leave if the employee has used the current year's personal/carer's leave entitlement. An exception to this is where an employee has already taken five days carer's leave in the current year.

35.3.6 Unpaid carer's leave

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family or household member who is ill.

35.3.7 Grievance process

The dispute settlement clause of the agreement applies to a dispute about the effect of operation of this clause.

35.3.8 Annual leave

This clause is in conjunction with the annual leave provisions of this agreement.

35.3.8(a) Notwithstanding provisions elsewhere in the agreement, the employer and the majority of employees at an enterprise may agree to establish a system of single day annual leave absences, provided that:

35.3.8(a)(i) An employee may elect, with the consent of the employer, to take annual leave in single day periods or part of a single day not exceeding a total of five days in any calendar year at a time or times agreed between them.

35.3.8(a)(ii) Access to annual leave, as prescribed in clause 35.3.1, shall be exclusive of any shutdown period provided for elsewhere under this agreement.

35.3.8(a)(iii) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

35.3.8(a)(iv) Clause 35.3.8(a) is subject to the employer informing each union which is both party to the agreement and which has members employed at the particular enterprise of its intention to introduce an

enterprise system of annual leave flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

35.3.8(a) (v) Once a decision has been taken to introduce an enterprise system of single day annual leave, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to regulations 131A - 131R of the Industrial Relations Regulations.

35.3.8(a) (vi) The employer shall record these short term annual leave arrangements in the time and wages book, as prescribed in clause 27.6 of this agreement.

35.3.9 Time off in lieu of payment of overtime

This clause is in conjunction with the overtime provisions of this part.

35.3.9(a) Notwithstanding provisions elsewhere in the agreement, the employer and the majority of employees at an enterprise may agree to establish a system of time off in lieu of payment of overtime provided that:

35.3.9(a) (i) an employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer.

35.3.9(a) (ii) overtime taken as time off during time hours shall be taken at the ordinary time rate, that is an hour for each hour worked (unless otherwise provided elsewhere in the agreement).

35.3.9(a) (iii) the employer shall, if requested by an employee, provide payment at the rate provided for the payment of overtime as prescribed in clause 33.3 of this agreement, for any overtime worked under this clause where such time has not been taken within four weeks of accrual.

35.3.9(a) (iv) clause 35.3.9(a) is subject to the employer informing each union which is both party to the agreement and which has members employed at the particular enterprise of its intention to introduce an enterprise system of time off in lieu of payment of overtime flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

35.3.9(a) (v) once a decision has been taken to introduce an enterprise system of time off in lieu of payment of overtime, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to regulations 131A- 131R of the Industrial Relations Regulations.

35.3.9(a) (vi) the employer shall record time off in lieu arrangements in the time and wages book as prescribed in clause 27.6 of this agreement at each time this provision is used.

35.3.10 Make-up time

Notwithstanding provisions elsewhere in the agreement, the employer and the majority of employees at an enterprise may agree to establish a system of make-up time provided that:

35.3.10(a) an employee may elect, with the consent of the employer, to work make-up time under which the employee takes time off during ordinary hours,

and works those hours at a later time, during the spread of ordinary hours provided in the agreement.

35.3.10(b) an employee on shift work may elect with the consent of the employer, to work make-up time under which the employee takes time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

35.3.10(c) clause 35.3.10 is subject to the employer informing each union which is both party to the agreement and which has members employed at the particular enterprise of its intention to introduce an enterprise system of make-up time flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

35.3.10(d) once a decision has been taken to introduce an enterprise system of make-up time, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to regulations 131A - 131R of the Industrial Relations Regulations.

35.3.10(e) the employer shall record make-up time arrangements in the time and wages book, as prescribed in clause 27.6 of this agreement at each time this provision is used.

35.3.11 Accrued days off

Notwithstanding provisions elsewhere in the agreement, the employer and the majority of employees at an enterprise may agree to establish an ADO to provide that:

35.3.11(a) an employee may elect, with the consent of the employer, to take an accrued day off at any time.

35.3.11(b) an employee may elect, with the consent of the employer, to take an accrued day off in part day amounts.

35.3.11(c) an employee may elect, with the consent of the employer, to accrue some or all accrued days off for the purpose of creating a bank to be drawn upon by the employee at times mutually agreed by the employer, or subject to reasonable notice by the employee or the employer.

35.3.11(d) clause 35.3.11 is subject to the employer informing each union which is both party to the agreement and which has members employed at the particular enterprise of its intention to introduce an enterprise system of ADO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

35.3.11(e) once a decision has been taken to introduce an enterprise system of ADO flexibility in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to regulations 131A - 131R of the Industrial Relations Regulations.

35.3.11(f) the employer shall record ADO arrangements in the time and wages book, as prescribed in clause 27.6 of this agreement at each time this provision is used.

35.4 Sick leave

35.4.1 In the event of an employee (other than a casual employee except where clause 32.4.3 is applicable) becoming sick and certified as such by a legally qualified medical practitioner approved by the employer or on the production of a Statutory Declaration signed by the employee (with respect to absences on three occasions in any one year such occasions not exceeding three consecutive working days), he or she shall be entitled to sick leave on full pay.

35.4.1(a) During the first year of service - seven hours and 36 minutes for each month of service.

35.4.1(b) During the second, third and fourth years of service - 106 hours and 24 minutes in each year.

35.4.1(c) Thereafter - 159 hours and 36 minutes in each year.

35.4.1(d) In respect of part-time employees the entitlement shall be on a pro rata basis of time worked.

35.4.2 Provided that any employee may be absent through sickness for one day without furnishing evidence of such sickness as provided in clause 35.4.1, on not more than three occasions in any one year of service. Provided further that an employee shall not be entitled to this benefit should he/she fail to notify the employer two hours before the time rostered to commence duty on the day of such absence. Employees rostered for duty prior to 11.00 am. on the day of such absence shall not be required to give such notice before 9.00 am.

35.4.3 If the full period of sick leave as prescribed in clause 35.4.1 is not taken in any year, such portion as is not taken shall be cumulative from year to year, provided that, where a business is transmitted from one employer (the transmitter) on or after 2 September 1980, to another employer (the transferee) an employee who worked with the transmitter and who continues in the service of the transferee the amount of accumulated sick leave which exceeds 224 hours shall be disregarded.

35.4.4 The employer not shall terminate the services of an employee during the currency of any period of sick leave, with the object of avoiding his obligations under this clause.

35.4.5 Provided that all sick leave entitlements shall be adjusted by five per cent to reflect the introduction of the reduced hours of the working week.

35.4.6 Where an employee is and has been in the service of an Institution registered and subsidised under the Hospitals and Charities Act, the Health Services Act, or the Fairfield Hospital Board or of the Cancer Institute Board or of the Victorian Bush Nursing Association (Incorporated) or a Bush Nursing institution or a Statutory Authority including the Victorian Nursing Council transfers to another Institution registered and subsidised under the Hospitals and Charities Act, or the Health Services Act or the Fairfield

Hospital Board or the Cancer Institute Board or the Victorian Bush Nursing Association (Incorporated) or a Statutory Authority including the Victorian Nurses Board accumulated sick leave to his or her credit up to a maximum of 180 working days shall be credited to such employee in his, or her new employment. The Institution may require an employee to produce a written statement from his or her previous employing Institution specifying the amount of accumulated sick leave standing to the credit of such employee at the time of leaving that previous employment.

35.4.7 Provided that in respect of any period of absence which is less than an employee's allowable period of absence between an engagement with one institution and another, continuity of service shall be deemed to be unbroken. An employee's allowable period of absence shall be five weeks in addition to the total period of paid annual, long service or sick leave which the employee actually receives on termination or for which she/he is paid in lieu. Any period in excess of the allowable period of absence shall operate so as to exclude the employee from any benefit under this clause.

35.4.8 Provided further that where any employee for the sole purpose of undertaking a course of study related to nursing is with the written approval of the employer absent without pay for up to but not exceeding 104 weeks, such absence shall not be deemed to have broken continuity of service but shall not be counted in aggregating service for the purpose of establishing entitlement to sick leave portability.

35.4.9 Where the one day absences referred to in clause 35.4.2 are not taken for a period of five years, an additional thirty-eight hours sick leave shall be added to the employee's accrued entitlement.

35.4.10 Where an employee is absent from duty on account of a disability or required to attend a chiropodist/podiatrist, chiropractor, dentist, optometrist, osteopath, physiotherapist or psychologist, the employee shall be granted out of sick leave entitlements leave of absence for a period not exceeding five working days in aggregate in any sick leave year.

35.5 Public holidays

35.5.1 Any employee other than an employee of a Community Health Centre, who is required to be on duty on the following days: New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Melbourne Cup Day, Christmas Day, Boxing Day and such other day or days as from time to time may be proclaimed throughout the State as public holidays:

35.5.1(a) shall be allowed another half day off in lieu thereof and shall receive an additional half ordinary day's pay; or

35.5.1(a) shall receive an additional sum equal to a day's ordinary pay for that day.

35.5.2 Provided that in respect of Melbourne Cup Day any other day may be substituted by mutual consent in the case of one or more employees.

35.5.3 Provided that employees rostered to work on public holidays and who fail to do so shall not be entitled to holiday pay for the said holiday.

35.5.4 For the purposes of this clause ordinary pay per hour with respect to time Worked by a casual employee is an amount equal to 1/3 8th of the weekly wage rate appropriate to the class of work performed plus 25 per cent.

35.5.5 Employees of Community Health Centres shall, as far as practicable, be entitled to the following holidays without deduction of pay - New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Melbourne Cup Day, Christmas Day, Boxing Day, and such other day or days as from time to time may be proclaimed throughout the State as public holidays. Provided that any such employee who is required to perform ordinary duty on any such day, shall be allowed, in addition to ordinary pay for the time so worked, such time off duty as is equivalent to one and one half times the time worked on the said holiday or shall be paid for the time worked at the rate of double time and a half.

35.5.6 Accrued days off on public holidays

Where an employee's accrued day off falls on a holiday pursuant to this clause, on which the employee would have been required to be on duty, another day shall be determined by the employer to be taken in lieu thereof, such day to be within the same four week (or five week) work cycle where practical, as the case may be.

35.5.7 Public holidays occurring on Fostered days off

Any employee, shall receive a sum equal to a days ordinary pay for public holidays that occur on their rostered day off, excepting holidays falling on Saturday or Sunday with respect to Monday - Friday employees.

35.5.8 Public holidays occurring during annual leave

Where any public holiday occurs during any period of annual holiday taken by an employee pursuant to the annual leave provisions of this part, the employee shall receive an additional sum equal to a day's ordinary pay for such day.

35.5.9 Part-time employees

A part-time employee who is ordinarily not required to work on the day of the week on which a particular holiday is observed shall not be entitled to any benefit for any such public holiday unless he/she is required to work on the public holiday.

35.6 Hours of work

35.6.1 Hours for an Ordinary Weeks Work

The hours for an ordinary week's work shall be 38, or an average 38 per week in a fortnight or in a four week period.

35.6.2 With the exception of time occupied in having meals (which shall be a period of not less than 30 minutes for each meal) with one additional break if same is required by the employer, the work of each shift shall be continuous provided that no such additional break shall be required in respect of rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00 a.m.

PART 5 - PSYCHIATRIC STATE ENROLLED NURSES AND PSYCHIATRIC SERVICES OFFICERS

36. DEFINITIONS

36.1 For the purpose of this part experience referred to in clause 39 means experience at such work in any workplace subject to this part within the last five years, excluding any leave provisions contained within this part.

37. CLASSIFICATIONS AND MODES OF EMPLOYMENT

37.1 Classification standards

The classification standards and work descriptions of Psychiatric State Enrolled Nurses and Psychiatric Services Officers are contained in appendix A of this agreement.

37.2 Classification structure

37.2.1 The Psychiatric State Enrolled Nurse structure and a Psychiatric Services Officer structure shall be in accordance with appendix C of this agreement.

37.2.2 Positions shall be classified in accordance with the classification structure and the occupants shall be paid accordingly and shall be entitled to progress through the annual increments on the anniversary of their employment.

37.3 Psychiatric Services Officer

37.3.1 The Psychiatric Services Officer structure shall continue and upon vacancy the parties shall jointly review the positions from the view point of the continuing requirements for that position or the reclassification of the position to a more appropriate classification.

37.3.2 This only occurs when the functions of the position are not consistent with service needs and the classification standards.

37.3.3 If the functions are consistent with service needs and the classification standards, the position will be recruited to at that classification level.

37.4 Psychiatric State Enrolled Nurse Level Two

Psychiatric State Enrolled Nurse Level two positions shall be retained at the current establishment level and on vacancy may be jointly reviewed and either be reclassified or retained and recruited to that level subject to the functions required to be performed in accordance with service needs and the classification standards.

37.5 Modes of employment

37.5.1 Full-time employment

A full-time employee is one who is employed and who is ready, willing and available to work a full week of 38 hours or an average of 38 hours as per clause 42.5 at the times and during the hours as may be mutually agreed upon or in the absence of such agreement as prescribed by the employer. Subject to the provisions of clause 42.5 such employee shall be paid the full weekly wage appropriate to the employee's classification, irrespective of the number of hours worked not exceeding 38, or an average of 38 per week as per clause 42.5.

37.5.2 Part-time employment

37.5.2(i) A part-time employee is one who is employed and who is ready, willing and available to work on a regular basis any number of hours less than 38 hours in any one week (or less than 76 hours in a fortnight), provided that the number of hours worked may vary from week to week by mutual agreement between the employer and the employee.

37.5.2(ii) Part-time employees shall be employed subject to the following conditions:

37.5.2(ii)(a) Part-time employees shall be paid per hour worked an amount equal to one thirty-eighth (1/38th) of the weekly wage appropriate to the employee's classification.

37.5.2(ii)(b) Payment in respect of any period of sick leave (where an employee has accumulated an entitlement) shall 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 that level which such employee would have received had such employee not been absent.

37.5.2(ii)(c) Any period of annual leave, sick leave or long service leave to which an employee may be entitled shall be on a pro rata basis according to the number of hours the employee worked on average over the past 12 months.

37.5.2(ii)(d) The payment or deduction of payment in lieu of notice of termination of employment shall be calculated on a proportionate basis.

37.5.2(iii) Subject to the foregoing provisions of this clause, all the provisions of this agreement shall apply to part-time employees.

37.5.2(iv) Notwithstanding the above, a part-time employee employed on a regular basis for four hours or less per week shall be paid as per clauses 37.5.3(ii), (iii) and (iv).

37.5.3 Casual Employment

37.5.3(i) A casual employee is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by the employer in

accordance with the employer's requirements, without the requirement of prior notice by either party, but does not include an employee who could properly be classified as a full-time or part-time employee under clauses 37.5.1 and 37.5.2.

37.5.3(ii) A casual employee shall be paid for all work done on weekdays an amount equal to one thirty-eighth (1/38th) of the weekly wage appropriate to the employee's classification per hour plus 25 per cent and for all work done on Saturdays, Sundays and public holidays an amount equal to one thirty-eighth (1/38th) of the weekly wage appropriate to the employee's classification per hour plus 75 per cent.

37.5.3(iii) In addition a casual employee shall be entitled to receive the appropriate uniform and other allowances contained in this part and part three of this agreement.

37.5.3(iv) The provisions of clause 42.1 annual leave, clause 42.4 sick leave clause 30.1 compassionate leave, and clause 30.3 long service leave shall not apply in the case of a casual employee excepting the relevant provisions of clauses 42.4.5 and 42.4.6.

37.5.3(v) The parties confirm their commitment to maximise full time and part time employment and agree that the engagement of casual employees shall, subject to clause 37.5.3(viii), be only in response to unplanned circumstances (without intending to be exhaustive, such as filling of gaps in rosters caused by sick leave or other unpredictable absences). Casual employment is not to be used in circumstances where the work undertaken is of an ongoing and predictable nature. It will be the aim to utilise existing employees for unplanned absences where practicable.

37.5.3(vi) The casual replacement shift shall be of the same shift length as the shift that is being replaced. Additional casual employees for unexpected periods of peak workload may be of a shorter duration.

37.5.3(vii) It is acknowledged that in the event of logistical difficulties such as late notification of sick leave or genuine inability to obtain an agency/bank nurse for a full shift replacement then the full shift replacement may not be able to occur.

37.5.4 Nothing in this agreement disturbs the modes of employment of existing employees.

38. SALARIES

38.1 Wage rates

Psychiatric State Enrolled Nurses and Psychiatric Services Officers shall be paid the weekly salaries corresponding to the employee's classification and increment level as set out in appendix C of this, agreement.

38.2 Overtime

38.2.1 The following overtime rates shall be paid for all work done:

38.2.1(a) In excess of the number of hours fixed as a day's, a week's or a fortnight's work as the case may be - time and a half for the first two hours and double time thereafter;

38.2.1(b) As overtime outside a spread of twelve 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 - double time.

38.2.1(c) Outside a spread of nine hours from the time Of commencing work by an employee rostered to work broken shifts - time and a half, and outside a spread of twelve hours from the time of commencing work double time;

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

38.2.1(e) Subject to sub clause 38.2.3 overtime worked shall be paid for, and an employee shall not be allowed or required to take time off in lieu thereof.

38.2.2 An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

38.2.3 Time off in lieu.

38.2.3(a) In lieu of receiving payment for overtime worked in accordance with this clause, employees may choose, with the consent of the employer, to take time off for a period of time equivalent to the period worked in excess of ordinary rostered hours of duty, plus a period -of time equivalent to the overtime penalty incurred. Such time in lieu shall be taken as mutually agreed between employer and employee, provided that accrual of such leave shall not extend beyond a 28 day period.

38.2.3(b) Where such accrued time has not been taken within the 28 day period, such time shall be paid in accordance with this clause at the rate of pay which applied on the day the overtime was worked.

38.2.3(c) For the purposes of this clause, in accruing or calculating payment of overtime, each period of overtime shall stand alone.

38.2.4 Rest Period after Overtime (including Saturday and Sunday)

38.2.4(a) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive shifts.

38.2.4(b) An employee (other than a casual employee) who works so much overtime between the termination of his/her last previous rostered ordinary hours of duty and the commencement of her/his next succeeding rostered period of duty that she/he would not have at least 10 consecutive hours off duty between those times, shall, subject to this sub clause, be released after completion of such overtime worked until she/he has had 10 consecutive hours

off duty without loss of pay for Fostered ordinary hours occurring during such absence.

38.2.4(c) If on the instructions of her/his employer such an employee resumes or continues work without having had such 10 consecutive hours off duty she/he shall be paid at the rate of double time until she/he is released from duty for such rest period and she/he shall then be entitled to be absent until she/he has had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

38.2.5 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 her/his place of residence the employer shall provide adequate transport free of cost to the employee.

39. PSEN LEVEL ONE PROGRESSION CRITERIA

39.1 The pay points for Psychiatric State Enrolled Nurse level one shall be:

39.1.1 pay point 1

39.1.2 pay point 2

39.1.3 pay point 3

39.1.4 pay point 4

39.1.5 pay point 5

39.2 Pay point 1 means the pay point to which a Psychiatric State Enrolled Nurses shall be appointed as a Psychiatric State Enrolled Nurse where the employee possesses and may be required to utilise a level of nursing skill and knowledge based on;

39.2.1 Training and Experience

39.2.1(a) the satisfactory completion of a hospital based course of training in nursing of not more than 12 months duration leading to registration as an enrolled nurse; or

39.2.1(b) the satisfactory completion of a course of training of 12 months duration in specified branch of nursing leading to registration on a registrar or roll maintained by a State or Territory nurses registration board; or

39.2.1(c) the satisfactory completion of a course of training of 12 months duration in a branch of nursing leading to the possession of a qualification required by the employer in the employee's employment;

39.2.1(d) and practical experience as defined of up to but not more than 12 months in the provision of nursing care and/or services, and, the undertaking of in-service training, subject to its provision by the employment agency, from time to time.

39.2.2 Skill Indicators

The employee has:

39.2.2(a) limited or no practical experience of current situation; and

39.2.2(b) limited discretionary judgement, not yet developed by practical experience.

39.3 Pay Point 2 means the pay point to which a Psychiatric State Enrolled Nurses shall be appointed or shall progress from pay point 1, having been assessed as being competent at pay point 1, where the employee possesses and may be required to utilise a level of nursing skill and knowledge based on:

39.3.1 Training and experience

39.3.1(a) the satisfactory completion of a hospital based course of general training in nursing of more than 12 months duration and/or 500 or more hours of theory content of a course accredited at advanced certificate level leading to registration as an enrolled nurse; or

39.3.1(b) in addition to the experience, skill and knowledge requirements specified for pay point I (as defined), not more than one year of practical experience as defined in the provision of nursing care and/or services;

and the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

39.3.2 Skill Indicators

An employee is required to demonstrate some of the following in the performance of his or her work:

39.3.2(a) a developing ability to recognise changes required in nursing activity and in consultation with the Registered Psychiatric Nurses, implement and record such changes, as necessary; and/or

39.3.2(b) is able to relate theoretical concepts to practice, and/or

39.3.2(c) requires assistance in determining priorities.

39.4 Pay Point 3 means the pay point to which a Psychiatric State Enrolled Nurses shall be appointed or progress from pay point 2, having been assessed as being competent at pay point 2, where the employee possesses and may be required to utilise a level of nursing skill and knowledge based on:

39.4.1 Training and experience

39.4.1(a) In addition to the experience, skill and knowledge requirements specified for pay point 2 (as defined), not more than one further year of practical experience as defined in the provision of nursing care and/or services; and

39.4.1(b) the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

39.4.2 Skill Indicators

An employee is required to demonstrate some of the following in the performance of his or her work:

39.4.2(a) an ability to organise, practice and complete nursing functions in stable conditions with limited direct supervision; and/or

39.4.2(b) the use of observation and assessment skills to recognise and report deviations from stable conditions; and/or

39.4.2(c) demonstrated flexibility in the capacity to undertake work across a broad range of nursing activity and/or competency in a specialised area of practice; and/or

39.4.2(d) use communication and interpersonal skills to assist in meeting psychosocial needs of individuals/groups.

39.5 Pay Point 4 means the pay point to which a Psychiatric State Enrolled Nurse shall be appointed or progress from pay point 3, having been assessed as being competent at pay point 3, where such an employee possesses and may be required to utilise a level of nursing skill and knowledge based on:

39.5.1 Training and experience

39.5.1(a) In addition to the experience, skill and knowledge requirements specified for pay point 3 (as defined), not more than one further year of practical experience as defined in the provision of nursing care and/or services; and;

39.5.1(b) the undertaking of in-service training, subject to its provision by the employing agency, of not less than 80 hours accumulated since registration; or

39.5.1(c) the successful completion of two post basic modules relevant to the work undertaken, within the Certificate IV Health (Nursing), subject to their availability; or

39.5.1(d) the undertaking of in-service training, subject to its provision by the employing agency, of not less than 40 hours accumulated since registration and the successful completion of one post basic module relevant to the work undertaken within the Certificate IV Health (Nursing), subject to their availability.

39.5.2 Skill Indicators

An employee is required to demonstrate some of the following in the performance of his or her work:

39.5.2(a) demonstrate speed and flexibility in accurate decision making; and/or

39.5.2(b) organises own workload and set own priorities with minimal direct supervision; and/or

39.5.2(c) uses observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs; and/or

39.5.2(d) uses communication and interpersonal skills to meet psychosocial needs of individual/groups.

39.6 Pay Point 5 means the pay point to which a Psychiatric State Enrolled Nurse shall be appointed or progress from pay point 4, having been assessed as being competent at pay point 4, where the employee possesses and may be required to utilise a level of nursing skill and knowledge based on:

39.6.1 Training and experience

39.6.1(a) In addition to the experience, skill and knowledge requirements specified for pay point 4 (as defined), not more than one further year of practical experience as defined in the provision of nursing care and/or services; and

39.6.1(b) the undertaking of in-service training, subject to its provision by the employing agency, of not less than 120 hours accumulated since registration, or

39.6.1(d) the successful completion of an additional two post basic modules relevant to the work undertaken, within the Certificate IV Health (Nursing), subject to their availability; or

39.6.1(e) the undertaking of in-service training, subject to its provision by the employing agency of not less than 80 hours accumulated since registration and the successful completion of one additional post basic module relevant to the work undertaken within the Certificate IV Health (Nursing), subject to their availability.

39.6.2 Skills indicators

An employee is required to demonstrate some of the following in the performance of his or her work:

39.6.2(a) contributes information in assisting the registered nurse/s with development of nursing strategies/improvements within the employee's own practice setting and/or nursing team, as necessary; and

39.6.2(b) responds to situations in less stable and/or changes circumstances resulting in positive outcomes, with minimal direct supervision; and

39.6.2(c) demonstrates efficiency and sound judgement in identifying situations requiring assistance from a Registered Psychiatric Nurse.

39.7 Year of practical experience for the purpose of this Clause shall mean full time service following registration as a State Enrolled Nurse provided

that an employee who has worked on average of less than 24 hours per week in a year shall be required to work a further twelve months before becoming eligible for advancement to the next pay point.

40. MINIMUM ENGAGEMENT

For the purposes of this part the minimum engagement for any class of employee is two hours, with the exception of those persons eligible for payment prescribed in clauses 29.3.

41. ALLOWANCES

41.1 Certificate Allowance

A Psychiatric State Enrolled Nurse who holds any other certificate or qualification which may from time to time be approved by the Victorian Nursing Board and who is required to use such certificate or qualification shall be paid an allowance of 4 per cent of the wage rate payable for that Psychiatric State Enrolled Nurse for a course of six months duration or 7.5 per cent of the wage rate payable for that Psychiatric State Enrolled Nurse for a course of twelve months duration.

41.2 Heat allowance

41.2.1 Where work continues for more than two hours in temperatures exceeding 46 degrees Celsius employees shall also be entitled to 20 minutes rest after every two hours work without deduction of pay.

41.2.2 It shall be the responsibility of the employer to ascertain the temperature.

41.2.3 The following amounts shall be paid to employees employed at their current place of work prior to 8 August, 1991, in the prescribed circumstances in addition to any other amounts specified elsewhere in this agreement.

41.2.4 Where an employee works for more than one hour in the shade in places where the temperature is raised by artificial means and:

41.2.4(a) exceeds 40 degrees Celsius but does not exceed 46 degrees Celsius - 28 cents per hour or part thereof;

41.2.4(b) exceeds 46 degrees Celsius - 32 cents per hour or part thereof

41.3 Infectious allowance

Employees employed at their current place of work prior to 8 August 1991, shall in addition to the rates prescribed elsewhere in this part be paid allowances as follows whilst:

41.3.1 Employed in infectious diseases wards or wards wherein less than 25 per cent of the patients are suffering from venereal diseases, cancer, tuberculosis, typhoid or meningitis, 16 cents per day.

41.3.2 Employed in infectious diseases wards or wards wherein 25 per cent or more of the patients are suffering from venereal diseases, cancer, tuberculosis, typhoid or meningitis, 7 cents per hour with a minimum of 13 cents per day.

41.3.3 Handling or dressing patients suffering from tuberculosis, typhoid or meningitis or patients qualified for admission to infectious diseases hospitals or wards, 7 cents per hour with a minimum of 13 cents per day.

41.3.4 Handling clothes, bedding or linen, rubbish bins or refuse not previously disinfected and used in connection with any patient, hospital or ward referred to in clauses 41.3.1 to 41.3.3, 6 cents per hour with a minimum of 12 cents per day.

41.3.5 Handling the bodies of deceased patients who at the time of their death were suffering from any infectious disease or any of the diseases referred to in clause 41.3.1, 6 cents per hour with a minimum of 12 cents per day.

41.3.6 Engaged in experiments of an infectious nature or handling microscopic slides of infectious nature or slides used in connection with any of the complaints referred to in clause 41.3.1, 6 cents per hour with a minimum of 12 cents per day.

41.4 Interpreters' allowance

41.4.1 Qualified interpreters

In addition to any allowance or wage rate payable of this agreement that is applicable to employees covered by this part, any person employed as an interpreter (qualified) and who is accredited by the National Accreditation Authority for Translators and Interpreters (NAATI) shall receive the following additional payment per week

41.4.1(a) Interpreter/Translator Grade 1 (NAATI Accreditation level 2)

In their second year	\$5.50
In their third year	\$19.10
In their fourth year	\$32.90

41.4.1(b) Interpreter/Translator Grade 2 (NAATI Accreditation Level 3)

In their first year	\$54.10
In their second year	\$68.90
In their third year	\$83.90
In their fourth year	\$99.50

41.4.2 Occasional interpreting

An employee not employed as a full-time interpreter who is required to perform interpreting duties shall receive an additional 60 cents on each occasion with a maximum additional payment of \$6.60 per week.

41.5 Meal allowances

An employee shall be supplied with an adequate meal where the employer has her/his/its own cooking and dining facilities or be paid meal money in addition to any overtime payment as follows:

41.5.1 When required to work after the usual finishing hour of work beyond one hour (Monday to Friday inclusive) or in the case of shift employees when the overtime work on any shift exceeds one hour - \$6.52. Provided that where such overtime work exceeds four hours a further meal allowance of \$5.22 shall be paid.

41.5.2 When required to work more than five hours overtime on a Saturday or a Sunday or more than five hours by a shift employee on his/her rostered day off - \$6.52 and a further \$5.22 when required to work more than nine hours on such day.

41.5.3 These foregoing provisions shall not apply when an employee could reasonably return home for a meal within the period allowed.

41.5.4 On request meal money shall be paid on the same day as overtime is worked.

41.6 Mixed functions/higher duties

An employee engaged in any one day or shift for more than one hour on duties carrying a higher rate than the classification in which she/he is ordinarily employed shall be paid for the full day or shift at the higher rate; but if so engaged for one hour or less only the time so worked shall be paid for at the higher rate.

41.7 Nauseous work allowance

41.7.1 Employees shall be paid an allowance of 22 cents per hour or part thereof in addition to the rates prescribed elsewhere in this part for all time during which they are engaged in handling linen of a nauseous nature other than linen sealed in airtight containers.

41.7.2 An allowance of 28 cents per hour or part thereof shall be paid to an employee in any classification for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such employee in such classification. Provided that any employee who is paid the allowance prescribed in clause 41.7.1 herein shall not be entitled to this allowance for the same work.

41.7.3 Provided further that any employee who is entitled to be paid an allowance under clauses 41.7.1 or 41.7.2 shall be paid a minimum sum of \$1.32 for work performed in any week.

41.8 On Call Allowance

Employees required to be on call or who return to duty when off duty shall be paid, in addition to any other amount payable, a sum equal to 2-1/2 per cent of the allowance rate as prescribed in clauses 7.1.2(b) and (c) respectively,

calculated to the nearest five cents, portion of a cent being disregarded, per period of 12 hours or part thereof

41.9 Seniors allowance

Any employee who is appointed as such shall have his/her classification preceded by the word senior and shall be paid an allowance of 10% to be calculated upon the base wage rate applicable to that employee and shall be additional to any other such allowance to which the employee is entitled.

41.10 Uniforms, protective clothing, etc.

41.10.1 Employees required by the employer to wear uniforms shall be supplied with an adequate number of such Uniforms, appropriate to the occupation free of cost to employees.

41.10.2 Uniforms, shall remain the property of the employer and be laundered and maintained by such employer free of cost to the employee.

41.10.3 In lieu of the provision of such uniforms the employer may, by agreement with the employee, pay such employee a uniform allowance at the rate of 88c per day or part thereof on duty or \$4.40 per week whichever be the lesser amount. Where such employee's uniforms are not laundered by or at the expense of the employer, the employee shall be paid a laundry allowance of 21c per day or part thereof on duty or \$1.06 per week whichever be the lesser amount.

41.10.4 The uniform allowance but not the laundry allowance shall be paid during all absences on leave, except absences on long service leave and absence on 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 to be paid during absence on leave shall be the average of the allowance paid during the four weeks immediately preceding the taking of leave.

41.10.5 Rubber gloves and all necessary protective clothing and safety appliances shall be provided free of cost for the use of employees and an adequate supply of same shall be maintained.

41.11 Vehicle allowance

41.11.1 Where an employee is required to provide her/his own mode of conveyance in connection with her/his duties, she/he shall be paid an allowance in accordance with the following table as varied from time to time:

41.11.1(a)	Motor Cars	A kilometre
	35 PMU and over	58.3
	Under 35 PMU	48.0
41.11.1(b)	Motor Cycles	
	250cc and over	28.1
	Under 250cc	21.1

41.11.1(c) Bicycles 7.1

Note : PMU means power mass units as stated in the certificate of registration of the vehicle.

41.11.2 Provided that there be a minimum payment of 50 cents for each occasion of use.

41.11.3 Any employee engaged for a distant position where a definite period of engagement is not stated shall after six months' continuous service, receive a refund of first class railway, coach or plane fares and reasonable out-of-pocket expenses incurred within the state of Victoria in reaching such position.

41.11.4 Any employee engaged for a distant position for a definite period shall, upon completion of the term of the engagement, receive first class railway, coach or plane fares or necessary mileage for use of private car for return trip and reasonable out-of-pocket expenses incurred in travelling within the State of Victoria.

41.11.5 The rates in clause 41.11.1 shall be adjusted in accordance with the rates as prescribed and adjusted from time to time by the Australian Taxation Office.

41.12 Saturdays and Sundays

41.12.1 All rostered time of ordinary duty performed between midnight on Friday and midnight on Sunday shall be paid for at the rate of time and a half.

41.12.2 Provided that the following rate of payment shall be made where the Saturday or Sunday duty involves:

41.12.2(a) Work in excess of the prescribed rostered hours - double time for the excess period;

41.12.2(b) Work performed by an employee of broken shifts outside a spread of nine hours from the time of commencing work - time and three-quarters, and outside a spread of 12 hours from the time of commencing work - double time.

41.13 Shift allowances

41.13.1 Morning and afternoon shifts

In addition to any other rates prescribed elsewhere in this agreement employees whose rostered hours of ordinary duty finish between 6.00 pm. and 8.00 am. or commence between 6.00 pm. and 6.30 am. shall be paid an amount equal to 2 1/2 per cent of the rate of the allowance rate as prescribed in clause 7.1.2(b) and (c), per rostered period of duty per rostered period of duty.

41.13.2 Night shift

In the case of an employee working on any rostered hours of ordinary duty, finishing on the day after commencing duty or commencing after midnight and before 5.00 am he or she shall be paid an amount equal to 4 per cent of the allowance rate for any such period of duty and provided further that in the case of an employee permanently working on any such rostered hours of ordinary duty shall be paid an amount equal to 5 per cent of the allowance rate as prescribed in clauses 7.1.2(b) and (c) respectively.

41.13.3 Provided that the shift allowance shall be calculated to the nearest 10 cents, an exact amount of 5 cents in the result going to the higher figure.

41.13.4 Permanently working shall mean working for any period in excess of four consecutive weeks.

41.13.5 Provided further that in the case of an employee who changes from working on one shift to working on another shift the time of commencement of which differs by four hours or more than from that of the first she/he shall be paid an amount equal to 4 per cent of the allowance rate as prescribed in clauses 7.1.2(b) and (c) respectively on the occasion of each such change in addition to any amount payable under the preceding provisions of this clause.

41.13.6 Notwithstanding the provisions of clause 41.13.5 the change of shift allowance is not payable where the employer agrees to a request in writing made on behalf of one or more of his/her employees for changes in shifts.

41.14 Wash-up time

Where necessary an employee shall be entitled to cease work 10 minutes before his/her rostered finishing time to enable him/her to wash or to change his/her clothes.

41.15 Meal interval

41.15.1 Except as provided in clauses 41.15.2 and 41.15.3 hereof, a meal interval of not less than 30 minutes and not more than 60 minutes shall be allowed each employee during each shift. Such meal interval shall not be counted as time worked.

41.15.2 Each employee on night duty who is not relieved from duty (and on call) during the rostered meal interval shall be granted a meal interval of not less than 20 minutes to be commenced after completing three hours and not more than five hours of duty. Such time to be counted as time worked.

41.15.3 The above crib time arrangement may also be adopted in any case where there is mutual agreement between employer and employee.

42. LEAVE OF ABSENCE, PUBLIC HOLIDAYS AND HOURS OF DUTY

42.1 Annual leave

42.1.1 Employees shall at the end of each year of employment by the employer become entitled to an annual holiday of four weeks on ordinary pay in respect of annual holidays.

42.1.2 Except as provided in clause 42.1.17 the annual holidays shall be given and taken in four consecutive weeks or if the employee and the employer so agree in two separate periods and not otherwise.

42.1.3 Except as provided in clause 42.1.17 if the employee and the employer so agree the annual holiday or either of such separate periods may be taken wholly or partly in advance before the employee has become entitled to the annual holiday.

42.1.4 The annual holiday shall be given by the employer and shall be taken by the employee before the expiration of a period of six months after the date upon which the right to such holiday accrues: Provided that the giving and taking of the whole or any separate period of such annual holiday maybe postponed for a period where the circumstances render such postponement necessary or desirable.

42.1.5 Except as provided in clause 42.1.10 payment shall not be made by the employer to an employee in lieu of any annual holiday or part thereof to which the employee is entitled under this part nor shall any such payment be accepted by the employee.

42.1.6 The employer shall give each employee at least seven days' notice of the date from which his/her annual holiday shall be taken.

42.1.7 Except as provided in clause 42.1.17 the employer shall pay each employee in advance before the commencement of the employee's annual holiday her/his ordinary pay for the holiday period and upon the employee's prior request, any ordinary pay outstanding for hours worked at the time of proceeding on holiday.

42.1.8 Where the annual holiday or any part thereof has been taken before the right to the annual holiday has accrued the right to a further annual holiday shall not commence to accrue until after the expiration of the year of employment in respect of which the annual holiday or part has been taken.

42.1.9 Where any trade or public holiday for which the employee is entitled to payment under any Act, Determination or Award or under her/his contract of employment occurs during any period of an annual holiday taken by an employee under this clause, the period of the holiday shall be increased by one day in respect of that trade or public holiday.

42.1.10 Effect of Termination or Closure on Annual Leave

42.1.10(a) Where the employment of an employee who has become entitled to one or more periods of annual leave provided by this part is terminated, the employer shall be deemed to have given all of such leave (except so much, if any, as has already been taken) to the employee as from the date of the termination of the employment, and shall forthwith pay to the employee, in addition to all other amounts due to the employee, the employee's ordinary pay for the period of that leave.

42.1.10(b) Clause 42.1.10(a) applies to and in respect of any annual leave (except so much, if any, as has already been taken) whether or not the employee concerned continues to be entitled (apart from this clause) to take it, and so applies as if the employee's right to take it had accrued immediately before the date of the termination of the employee's employment.

42.1.10(c) Nothing in clause 42.1.10(a) or (b) affects the obligation of the employer to give or an employee to take, annual leave in accordance with this part.

42.1.10(d) This clause applies with respect to every period of employment of an employee by the employer which is less than one year, such period being computed from the date of the commencement of the employment or (where the employee has during the employment become entitled to any annual holiday or holidays under the last preceding clause) computed from the date upon which she/he became entitled to that annual holiday, or to the last annual holiday as the case may be.

42.1.10(e) Where the employment of any employee by the employer is terminated at the end of a period of employment to which this clause applies the employer shall forthwith pay to the employee in addition to all other amounts due to him/her, an amount equal to three forty-ninths of his/her ordinary pay for that period of employment prior to 1 January 1974, and an amount equal to one twelfth of her/his ordinary pay for that period thereafter.

42.1.10(f) Where the annual holiday under clauses 42.1.1 to 42.1.9 or any part thereof has been taken in advance by an employee pursuant to clause 42.1.3 and:

42.1.10(f)(i) the employment of the employee is terminated before she/he has completed the year of employment in respect of which such annual holiday or part was taken; and

42.1.10(f)(ii) the sum paid by the employer to the employee as ordinary pay for the annual holiday or part so taken in advance exceeds the sum which the employer is required to pay to the employee under clause 42.1.10(d) and (e) - the employer shall not be liable to make any payment to the employee under clause 42.1.10(d) and (e) and shall be entitled to deduct the amount of such excess from any remuneration payable to the employee upon the termination of the employment.

42.1.10(g) Where the employer intends temporarily to close (or reduce to nucleus) his/her/its establishment or a section thereof for the purposes (inter alia) of allowing annual leave to the employees concerned or a majority of them she/he/it shall give in writing to such employees, at least four weeks' notice (or, in the case of any worker engaged after giving such notice, notice on the date of the employee's engagement) that she/he/it elects to apply the provisions of this clause; and thereupon:

42.1.10(g)(i) any such employee who at the date of closing is entitled to his/her annual holiday shall be given his/her annual holiday commencing on and from the date of closing and, in addition, shall be paid three forty-

ninths of his/her ordinary pay for any period of employment after the accrual of his/her right to the annual holiday for that period of employment prior to 1 January 1974, and an amount equal to one-twelfth of his/her ordinary pay for that period thereafter up to but excluding the date of closing:

42.1.10(g) (ii) any such employee who at the date of closing is not entitled to her/his annual holiday shall be given leave without pay as on and from the date of closing and shall be paid three forty-ninths of her/his ordinary pay for the period of her/his employment since the commencement thereof or the accrual of her/his last annual holiday (which ever is the later) for service prior to 1 January 1974 and an amount equal to one-twelfth of her/his ordinary pay for that period thereafter up to but excluding the date of closing, together with pay for any trade or public holiday during such leave for which she/he is entitled to payment under any Act, Award or Determination or under her/his contract of employment; and

42.1.10(g) (iii) the next 12-monthly qualifying period of employment for every such worker shall commence as on and from the date of closing.

42.1.10(h) In this clause date of closing in relation to each employee means the first day of her/his annual holiday or leave pursuant to this clause.

42.1.11 For the purposes of this sub-clause

42.1.11(a) Ordinary pay in relation to any employee means remuneration for the employee's weekly number of hours of work calculated at the ordinary time rate of pay and in addition shall include:

42.1.11(a) (i) all payments for ordinary hours of work;

42.1.11(a) (ii) shift work premiums, according to roster or projected roster;

42.1.11(a) (iii) Saturday and Sunday premiums, according to roster or projected roster;

42.1.11(a) (iv) in-charge allowances; or

42.1.11(a) (vi) a loading equal to 17.5 per cent of his/her wage for her/his normal weekly number of hours calculated at the ordinary time rate of pay:

whichever is the higher.

42.1.11(b) Week in relation to any employee means the employee's ordinary working week.

42.1.12(c) Employee means any person employed by the employer to do any work for hire or reward and includes an apprentice and any other person whose contract of employment requires him/her to learn or to be taught any occupation.

42.1.13 For the purposes of the definition of the term ordinary pay in clauses 42.1.11(a) to 42.1.12:

42.1.13(a) where no ordinary time rate of pay is fixed for an employee's work under the terms of his/her employment the ordinary time rate of pay shall be deemed to be the average weekly rate earned by her/him during the period in respect of which the right to the annual holiday accrues;

42.1.13(b) where no normal weekly number of hours is fixed for an employee under the terms of his/her employment, the normal weekly number of hours of work shall be deemed to be the average weekly number of hours worked by her/him during the period in respect of which the right to the annual holiday accrues;

42.1.14 For the purposes of this part a year of employment shall be deemed to be unbroken notwithstanding:

42.1.14(a) any annual leave or long service leave taken therein;

42.1.14(b) 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 annual leave or long service leave;

42.1.14(c) any absence from work of not more than 14 days in the year of employment on account of sickness or accident;

42.1.14(d) any absence on account of leave (other than annual leave or long service leave) granted imposed or agreed to by the employer;

42.1.14(e) any absence on any other account not involving termination of employment:

42.1.14(f) and in calculating a year of employment any absence of a kind mentioned in clauses 42.1.14(a), (b), and (c) shall be counted as part of the year of employment but in respect of absences of a kind mentioned in clauses 42.1.14(d) and (e) it will be necessary for the employee as part of her/his qualification for annual leave to serve such additional period as equals the period of such absences.

42.1.15 Shift Employees

42.1.15(a) For the purpose of this part a shift employee, that is an employee (other than a casual) who during the yearly period in respect of which his/her annual leave accrues is rostered as part of his/her ordinary duties on 10 or more weekends for four hours or more, shall be entitled to one week's (seven consecutive days) annual leave in addition to the leave prescribed in this clause.

42.1.15(b) A shift employee whose employment with the employer 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 that employer, shall be paid in addition to any other amounts due to him, an amount equal to one forty-eighth of his/her ordinary pay in respect of that period of employment.

42.1.16 Illness while on annual leave

Where an employee becomes sick whilst on annual leave for a period of not less than five days on which she/he would otherwise have worked, and immediately forwards to the employer a certificate of a legally qualified medical practitioner, then the number of days not less than five specified in the certificate shall be deducted from any sick leave entitlement standing to the employee's credit, and shall be re-credited to her/his annual leave entitlement.

42.1.17 Taking annual leave in single days

On application by the employee and by agreement with the employer annual leave may be taken as a single day. Provided that the total number of single days taken does not exceed four in each year of employment. These four days may be taken consecutively. Annual leave taken under this clause shall be exempt from the provisions of clause 42.1.7 and shall be paid in the next pay period.

42.2 Public holidays

42.2.1 Employees shall be entitled to the following holidays without deduction of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Labour Day, Anzac Day, Queen's Birthday, the first Tuesday in November, Christmas Day and Boxing Day, but if any other day be by Act of Parliament or Proclamation (and in respect of the first Tuesday in November by consent of the employer, in the case of one or more employees) substituted for any of these holidays, employees shall be entitled to the days so substituted.

42.2.2 Provided that employees rostered to work on public holidays and who fail to do so shall not be entitled to holiday pay for the said holiday.

42.2.3 If an employee works on a public holiday she/he shall be paid double time and a half for the time worked. If a public holiday occurs on her/his rostered day off she/he shall be entitled to one and a half times the payment for her/his ordinary day; or where there is mutual consent within four weeks following the date on which such holiday occurred an employee may take a day and a half off in lieu or have one and a half days added to her/his annual leave.

42.2.4 Notwithstanding the provisions of clause 42.2.3 in respect of Easter Saturday, an employee who ordinarily works Monday to Friday only and who does not work on Easter Saturday, shall be entitled to one day's pay in respect of Easter Saturday or, 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 have one day added to her/his annual leave.

42.2.5 A part-time employee who is ordinarily not required to work on the day of the week on which a particular holiday is observed shall not be entitled to any benefit for any such public holiday unless he or she is required to work on the public holiday.

42.2.6 Where an employee's accrued day off falls on a public holiday prescribed by this part another day shall be determined by the employer to be

taken in lieu thereof, such day to be within the same four week work cycle where practical.

42.3 Personal carer's leave

Amount of paid personal/carer's leave

42.3.1 An employee is entitled to the following amount of paid personal/carer's leave:

42.3.1(a) Up to 126 hours and 24 minutes annually in the first year of service;

42.3.1(b) Up to 142 hours and 24 minutes in each year in the second, third and fourth years of service; and

42.3.1(c) Up to 198 hours and 24 minutes in the fifth and following years of service.

42.3.2 Immediate family or household

The entitlement to use bereavement leave/compassionate leave and carer's leave in accordance with this clause is subject to:

42.3.2(a) The person being either:

42.3.2(a) (i) A member of the employee's immediate family; or

42.3.2(a) (ii) A member of the employee's household.

42.3.3 The term immediate family includes:

42.3.3(a) Spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and

42.3.3(b) Child or an adult child (including an adopted child, a step-child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

42.3.4 Personal sick leave

42.3.4(a) An employee is entitled to the following amount of paid leave for absence due to personal illness or injury, pursuant to clause 42.4 of this agreement:

42.3.4(b) Up to seven hours and 36 minutes for each month of service in the first year of service;

42-3.4(c) Up to 106 hours and 24 minutes in each year in the second, third and fourth years of service; and

42.3.4(d) Up to 159 hours and 36 minutes in the fifth and following years of service.

42.3.5 Leave taken by an employee under clause 42.3.4, is deducted from the amount of personal/ carer's leave under clause 42.3.1.

42.3.6 An employee is entitled to use accumulated sick leave for personal sickness if the employee has already used:

42.3.6(a) The current year's sick leave component of the personal/carer's leave entitlement as personal sick leave; or

42.3.6(b) The current year's aggregated personal/carer's leave entitlement.

42.3.7 Sick leave entitlements which are undertaken at the completion of the year shall accumulate on the following scale:

42.3.7(a) The balance of personal/carer's leave provided that such remaining leave does not exceed the quantum of sick leave specified below less any personal sick leave or carer's leave taken by the employee during the year:

42.3.7(a) (i) Up to eight hours for each month of service in the first year of service;

42.3.7(a) (ii) Up to 112 hours in each year in the second, third and fourth years of service; and

42.3.7(a) (iii) Up to 168 hours in the fifth and following years of service.

42.3.8 To the extent that this agreement provides for part days, notice, certification, existing caps on accumulation and pro rata accruals of sick leave the provisions shall apply to this clause.

42.3.9 Bereavement/compassionate leave

42.3.9(a) An employee is entitled to four days' paid leave annually if a member of the employee's immediate family or household in Australia dies/is seriously ill, pursuant to clause 30.1 of this agreement.

42.3.9(b) Each day or part of a day used under clause 42.3.9(a) is deducted from the amount of personal/carer's leave under clause 42.3.1.

42.3.9(c) An employee is entitled to use accumulated sick leave as paid bereavement leave/ compassionate leave up to four days annually when a member of the employee's immediate family or household in Australia dies/is seriously ill if the employee has already used the current year's personal/carer's leave entitlement under clause 42.3.1.

42.3.9(d) An employee is entitled to use unpaid leave up to four days annually when a member of the employee's immediate family or household in Australia dies/is seriously ill if the employee has already used the current year's personal/carer's leave entitlement under clause 42.3.1 and no accumulated sick leave is available.

42.3.9(e) Proof of death must be provided to the satisfaction of the employer, if requested.

42.3.10 Carer's leave

42.3.10(a) An employee with responsibilities in relation to either members of their immediate family or household who need their care and support is entitled to use up to five days per annum of their personal/carer's leave entitlement to provide care and support for such persons when they are ill. Leave may be taken for part of a single day.

42.3.10(b) The entitlement to use personal/carer's leave is subject to the employee being responsible for the care of the person concerned..

42.3.10(c) The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

42.3.10(d) In normal circumstances an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.

42.3.10(e) The employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of absence.

42.3.10(f) Each day or part of a day carer's leave taken in accordance with clause 42.3.10(a) is to be deducted from the amount of personal/carer's leave provided in clause 42.3 up to a maximum of five days per annum.

42.3.10(g) An employee is entitled to use accumulated sick leave as paid carer's leave if the employee has used the current year's personal/carer's leave entitlement. An exception to this is where an employee has already taken five days carer's leave in the current year.

42.3.11 Unpaid carer's leave

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family or household member who is ill.

42.3.12 Grievance process

The dispute settlement clause of the agreement applies to a dispute about the effect of operation of this clause.

42.3.12 Annual leave

This clause is in conjunction with the annual leave provisions of this agreement.

42.3.12(a) Notwithstanding provisions elsewhere in the agreement, the employer and the majority of employees at an enterprise may agree to establish a system of single day annual leave absences, provided that:

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

42.3.12(a)(ii) access to annual leave, as prescribed in clause 42.3.1, shall be exclusive of any shutdown period provided for elsewhere under this agreement.

42.3.12(a)(iii) an employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

42.3.12(a)(iv) clause 42.3.12 is subject to the employer informing each union which is both party to the agreement and which has members employed at the particular enterprise of its intention to introduce an enterprise system of annual leave flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

42.3.12(a)(y) once a decision has been taken to introduce an enterprise system of single day annual leave, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to regulations 131A - 131R of the Industrial Relations Regulations.

42.3.12(a)(vi) the employer shall record these short term annual leave arrangements in the time and wage's book, as prescribed in clause 27.6 of this agreement.

42.3.13 Time off in lieu of payment of overtime

This clause is in conjunction with the overtime provisions of this part.

42.3.13(a) Notwithstanding provisions elsewhere in the agreement, the employer and the majority of employees at an enterprise may agree to establish a system of time off in lieu of payment of overtime provided that:

42.3.13(a)(i) an employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer.

42.3.13(a)(ii) overtime taken as time off during time hours shall be taken at the ordinary time rate, that is an hour for each hour worked (unless otherwise provided elsewhere in the agreement).

42.3.13(a)(iii) the employer shall, if requested by an employee, provide payment at the rate provided for the payment of overtime as prescribed in

clause 29.3 of this agreement, for any overtime worked under this clause where such time has not been taken within four weeks of accrual.

42.3.13(a)(iv) clause 42.3.13 is subject to the employer informing each union which is both party to the agreement and which has members employed at the particular enterprise of its intention to introduce an enterprise system of time off in lieu of payment of overtime flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

42.3.13(a)(v) once a decision has been taken to introduce an enterprise system of time off in lieu of payment of overtime, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to regulations 131A-131R of the Industrial Relations Regulations.

42.3.13(a)(vi) the employer shall record time off in lieu arrangements in the time and wages book as prescribed in clause 27.6 of this agreement at each time this provision is used.

42.3.14 Make-up time

Notwithstanding provisions elsewhere in the agreement, the employer and the majority of employees at an enterprise may agree to establish a system of make-up time provided that:

42.3.14(a) an employee may elect, with the consent of the employer, to work make-up time under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the agreement.

42.3.14(b) an employee on shift work may elect, with the consent of the employer, to work make-up time under which the employee takes time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

42.3.14(c) clause 42.3.14 is subject to the employer informing each union which is both party to the agreement and which has members employed at the particular enterprise of its intention to introduce an enterprise system of make-up time flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

42.3.14(d) once a decision has been taken to introduce an enterprise system of make-up time, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to regulations 131A - 131R of the Industrial Relations Regulations.

42.3.14(e) the employer shall record make-up time arrangements in the time and wages book, as prescribed in clause 27.6 of this agreement at each time this provision is used.

42.3.15 Accrued days off

Notwithstanding provisions elsewhere in the agreement, the employer and the majority of employees at an enterprise may agree to establish an ADO to provide that:

42.3.15(a) an employee may elect, with the consent of the employer, to take an accrued day off at any time.

42.3.15(b) an employee may elect, with the consent of the employer, to take an accrued day off in part day amounts.

42.3.15(c) an employee may elect, with the consent of the employer, to accrue some or all accrued days off for the purpose of creating a bank to be drawn upon by the employee at times mutually agreed by the employer, or subject to reasonable notice by the employee or the employer.

42.3.15(d) clause 42.3.15 is subject to the employer informing each union which is both party to the agreement and which has members employed at the particular enterprise of its intention to introduce an enterprise system of ADO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

42.3.15(e) once a decision has been taken to introduce an enterprise system of ADO flexibility in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to regulations 131A -131R of the Industrial Relations Regulations.

42.3.15(f) the employer shall record ADO arrangements in the time and wages book, as prescribed in clause 27.6 of this agreement at each time this provision is used.

42.4 Sick leave

In the event of an employee becoming sick and unfit for duty and such sickness is not due to misconduct (a certificate of a legally qualified medical practitioner or a Statutory Declaration signed by the employee shall be deemed to be satisfactory evidence of sickness), he or she shall be entitled to sick leave on full pay:

42.4.1 Full-time employees

42.4.1(a) During the first year of service - eight hours for each month of service.

42.4.1(b) During the second, third and fourth years of service - 112 hours in each year.

42.4.1(c) Thereafter - 168 hours in each year.

42.4.2 Part time employees

On a pro rata basis corresponding to their year of service, and weekly hours vis-A-vis full-time employees.

42.4.3 Provided that an employee may be absent through sickness for one day without furnishing evidence of such sickness on not more than three occasions in any one year of service. An employee shall not be entitled to the benefit should she/he fail to notify the employer two hours before the

time rostered to commence duty on the day of such absence: Provided that employees rostered for duty prior to 11.00 am. on the day of such absence shall not be required to give such notice before 9.00 am.

42.4.4 Provided further that an employee's entitlement to payment for sick leave upon production of a Statutory Declaration shall be limited to not more than three occasions in each year in respect to absences not exceeding three consecutive working days' duration.

42.4.5 If the full period of sick leave as prescribed in this clause is not taken in any year such portion as is not taken shall, where an employee remains in the service of the employer or any successor(s) of the employer, be cumulative from year to year; provided that, where the business of the employer is transferred on or after 2 September 1980 to a successor(s) and an employee of the employer becomes an employee of the successors) the amount of accumulated sick leave which exceeds 224 hours shall be disregarded.

42.4.6 The employer not shall terminate the service of an employee during the currency of any period of sick leave with the object of avoiding her/his/its obligations under this clause.

42.4.7 Where the one day absences referred to in the proviso in this clause are not taken for a period of five years, an additional 38 hours' sick leave shall be added to the employee's accrued entitlement.

42.4.8 Where an employee is and has been in the service of an institution registered and subsidised under the Hospitals and Charities Act or the Health Services Act 1988 or of the Fairfield Hospital Board or of the Cancer Institute Board or of the Victorian Bush Nursing Association (Incorporated) and transfers to another institution registered and subsidised under the Hospitals and Charities Act or the Health Services Act 1988 or of -the Fairfield Hospital Board or the Cancer Institute Board or the Victorian Bush Nursing Association (Incorporated), accumulated sick leave to his or her credit up to a maximum of 180 days shall be credited to such employee in his or her new employment. The institution may require the employee to produce a written statement from his or her previous employing institution specifying the amount of accumulated sick leave standing to the credit of such employee at the time of leaving that previous employment.

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

42.4.10 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 shall not be deemed to have broken continuity of service but shall not be counted in aggregating service for the purpose of establishing entitlement to sick leave portability.

42.4.11 Sick Leave either side of a public holiday

42.4.11(a) Employees who are absent on sick leave either side of a public holiday without providing a medical certificate, Statutory Declaration or other evidence satisfactory to the employer within 10 working days after their return to work shall not be entitled to be paid for that day absent.

42.4.11(b) Within two days of the employee's return to work the employer shall notify the employee of his/her/its requirement that the employee provide a Statutory Declaration, medical certificate or other acceptable evidence.

42.4.12 Notice of Absence

42.4.12(a) Employees shall not be eligible for payment of sick leave or part thereof unless, where they are in a position to do so, they take all reasonable steps to advise their employer of their absence from duty as near as practicable to, but no later than, one hour after their normal commencement time.

42.4.12(b) Such advice shall, as far as is practicable, state the nature of the injury or illness, and the estimated duration of the absence.

42.4.12(c) Provided that, if it is not practicable to inform the employer within one hour of the normal commencement time, employees shall inform their employer as soon as practicable thereafter.

42.4.12(d) Payment for sick leave shall not be withheld by the employer until all reasonable steps have been undertaken to investigate the employee's lack of advice regarding his/her absence from duty. Such an investigation must provide the employee with the opportunity to give reasons as to why notification was not given.

42.4.12(e) The employer must provide and inform employees of a procedure for the notification by employees of their inability to attend work due to sickness or injury. All such notifications shall be registered, detailing the time and name of the employee.

42.5 Hours of work

42.5.1 The hours for an ordinary week's work shall be 38, or an average of 38 per week in a fortnight, or in a four week period.

42.5.2 With the exception of time occupied in having meals and one additional break, if same is required by the employer the work of each shift shall be continuous.

42.5.2.1 Provided that no employee shall be required to work more than six consecutive periods of ordinary duty without 24 hours off duty.

42.5.2.2 Provided further that notwithstanding anything else contained in this part, an employee who works more than six consecutive periods of ordinary duty without 24 hours off duty shall be paid for the seventh and any

further consecutive period of ordinary duty worked at the rate of treble time until he/she has been given 24 hours off duty.

42.5.3 For the purposes of this clause the working week shall commence at midnight on a Sunday.

42.5.4 Except as provided in clause 37.5.3 (casual employment), employment shall be by the week. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week.

42.5.4.1 Except where the conduct of an employee justifies instant dismissal seven days' notice of termination of employment may be given by either employer or employee, or one week's wages paid or forfeited as the case may be in lieu of such notice.

42.5.4.2 Where an employee has given or has been given notice she/he shall continue in his/her employment until the date of expiration of such notice and where an employee who has given or has been given notice as aforesaid refuses to work or is absent from work without just cause or excuse the employee shall be deemed to have abandoned his/her employment and shall not be entitled to payment for work done by her/him within the period of notice.

43. TRAINING

43.1 The parties bound by this part recognise that in order to increase the efficiency and productivity of the Health and Nursing industries, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

43.1.1 developing a more highly skilled and flexible workforce;

43.1.2 providing employees with career opportunities through appropriate training to acquire additional skills; and

43.1.3 removing barriers to the utilisation of skills acquired.

43.2 Through the establishment of a central training committee, the parties shall develop a training programme consistent with:

43.2.1 the current and future skill needs of the industry/enterprise;

43.2.2 the size, structure and nature of operations within the industry/enterprise;

43.2.3 the need to develop vocational skills relevant to the enterprise and the Health and Nursing industries through courses conducted by educational institutions and providers as accredited by the central training committee.

43.3 When it is agreed a training committee be established at the local level that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, for example:

43.3.1 Formulation of a training programme and availability of training courses and career opportunities to employees;

43.3.2 Dissemination of information on the training programme and availability of training courses and career opportunities to employees;

43.3.3 The recommending of individual employees for training and reclassification;

43.3.4 Monitoring and advising management and employees on the on-going effectiveness of the training.

43.4 Where as a result of consultation or through the local training committee and with the employee/s concerned, it is agreed that additional training in accordance with the programme developed pursuant to clause 431.2 should be undertaken by an employee, that training may be undertaken either on or off the job. Provided that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.

43.5 Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditures Provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.

43.6 Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.

43.7 Clauses 43.2 to 43.4 shall operate as interim provisions and shall be reviewed after nine months' operation. In the meantime, the parties shall monitor the effectiveness of those interim provisions in encouraging the attainment of the objectives detailed in clause 43.1. In this connection, the union(s) reserves the right to press for the mandatory prescription of a minimum number of training hours per annum, without loss of pay, for an employee undertaking training to meet the needs of an individual enterprise and/or the Health and Nursing industries.

43.8 Any disputes arising in relation to clauses 43.2 and 43.3 shall be subject to the provisions of the Grievance Procedure contained within this agreement.

43.9 Any direction issued by the employer pursuant to the above shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

PART 6 - NON DIRECT CARE EMPLOYEES

44. CLASSIFICATIONS AND MODES OF EMPLOYMENT

44.1 Classification standards

The classification standards, skill levels and work descriptions of non direct care employees are contained in appendix A of this agreement.

44.2 Classification structure

44.2.1 The non direct care classification structure shall be in accordance with appendix C of this agreement.

44.3 Modes of employment

44.3.1 Full-time employment

A full-time employee is one who is employed and who is ready, willing and available to work a full week of 38 hours or an average of 38 hours as per clause 48.7 at the times and during the hours as may be mutually agreed upon or in the absence of such agreement as prescribed by the employer. Subject to the provisions of clause 48.7 such employee shall be paid the full weekly wage appropriate to the employee's classification, irrespective of the number of hours worked not exceeding 38, or an average of 38 per week as per clause 48.7.

44.3.2 Part-time employment

44.3.2(i) A part-time employee is a person who is employed and who is ready, willing and available to work on a regular basis any number of hours less than 38 hours in any one week (or less than 76 hours in a fortnight), provided that the number of hours worked may vary from week to week by mutual agreement between the employer and the employee.

44.3.2(ii) Part-time employees shall be employed subject to the following conditions:

44.3.2(ii)(a) Part-time employees shall be paid per hour worked an amount equal to one thirty-eighth (1/38th) of the weekly wage appropriate to the employee's classification.

44.3.2(ii)(b) Payment in respect of any period of sick leave (where an employee has accumulated an entitlement) shall 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 that level which such employee would have received had such employee not been absent.

44.3.2(ii)(c) The payment or deduction of payment in lieu of notice of termination of employment shall be calculated on a proportionate basis.

44.3.2(iii) Subject to the foregoing provisions of this clause, all the provisions of this agreement shall apply to part-time employees.

44.3.2(iv) Notwithstanding the above, a part-time employee employed on a regular basis for four hours or less per week shall be paid as per clause 44.3.3.

44.3.3 Casual Employment

44-3.3(i) A casual employee is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by the employer in accordance with the employer's requirements, without the requirement of prior notice by either party, but does not include an employee who could properly be classified as a full-time or part-time employee under clauses 44.3.1 and 44.3.2.

44.3.3(ii) A casual employee shall be paid for all work done on week days an amount equal to one thirty-eighth (1/38th) of the weekly wage appropriate to the employee's classification per hour plus 25 per cent and for all work done on Saturdays, Sundays and public holidays an amount equal to one thirty-eighth (1/38th) of the weekly wage appropriate to the employee's classification per hour plus 75 per cent.

44.3.3(iii) A casual employee shall be entitled to receive the appropriate uniform and other allowances contained in this part and part 3.

44.3.3(iv) With respect to employees covered by part four of this Award, the provisions of the annual leave, sick leave, compassionate leave, long service leave and termination of employment shall not apply in the case of a casual employee.

44.3.3(v) The provisions of clause 48.1 annual leave, clause 48.5 sick leave and 30.1 compassionate leave shall not apply to a casual employee.

44.3.3(vi) The parties confirm their commitment to maximise full time and part time employment and agree that the engagement of casual employees shall, subject to clause 44.3.3 (viii), be only in response to unplanned circumstances (without intending to be exhaustive, such as filling of gaps in rosters caused by sick leave or other unpredictable absences). Casual employment is not to be used in circumstances where the work undertaken is of an ongoing and predictable nature. It will be the aim to utilise existing employees for unplanned absences where practicable.

44.3.3(vii) The casual replacement shift shall be of the same shift length as the shift that is being replaced. Additional casual employees for unexpected periods of peak workload may be of a shorter duration.

44.3.3(viii) It is acknowledged that in the event of logistical difficulties such as late notification of sick leave or genuine inability to obtain an agency/bank nurse for a full shift replacement then the full shift replacement may not be able to occur.

44.3.4 Nothing in this agreement disturbs the modes of employment of existing employees.

45. JUNIORS

45.1 Proportion of junior to adult employees

The employer shall not employ more than one junior employee to every seven or fraction of seven adult employees receiving not less than the weekly base rate of pay identified in Wage/Skill Group 1 in Appendix C - Rates of pay.

46. WAGES

46.1 National training wage

A party to this agreement shall comply with the terms of the National Training Wage Interim Award 1994, as varied, as though bound by clause 3 of that award.

46.2 Minimum engagement

For the purposes of this agreement the minimum engagement for any class of employee is two hours, with the exception of those persons eligible for payment prescribed in clause 39.3 - Overtime.

46.3 Rates of pay

The rates of pay for non direct care staff shall be in accordance with schedule C of this agreement.

46.4. Supported wages for employees with disabilities

46.4.1 Employees eligible for a supported wage

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:

46.4.1(a) 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.

46.4.1(b) 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.

46.4.1(c) 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.

46.4.1(d) 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.

46.4.2 Eligibility criteria

46.4.2(a) 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.

46.4.2(b) The clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of employee'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.

46.4.2(c) The agreement does not apply to the employer 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 Act, or if a part only has received recognition, that part.

46.4.3 Supported wage rates

Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this agreement for the class of work which the person is performing according to the following schedule:

Assessed capacity	% of prescribed award rate	(Clause 46.4.4)
10%*	10%	
20%	20%	
30%	30%	
40%	40%	
50%	50%	
60%	60%	
70%	70%	
80%	80%	
90%	90%	

Provided that the minimum amount payable shall be not less than \$45 per week.

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

46.4.4 Assessment of capacity

For the purpose of establishing the percentage of the award rate to be paid to an employee under this agreement, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

46.4.4(a) the employer and union, in consultation with the employee or, if desired by any of these;

46.4.4(b) the employer and an accredited Assessor from a panel agreed by the parties to the agreement and the employee.

46.4.5 Lodgement of assessment instrument

46.4.5(a) All assessment instruments under the conditions of this clause, including the appropriate percentage of the wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Commission.

46.4.5(b) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the agreement, is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified by the Registrar within 10 working days.

46.4.6 Review of assessment

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

46.4.7 Other terms and conditions

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

46.4.8 Workplace adjustment

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

46.4.9 Trial period

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

46.4.9(b) During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

46.4.9(c) The minimum amount payable to the employee during the trial period shall be no less than \$45.00 per week.

46.4.9(d) Work trials should include induction or training as appropriate to the job being trialed.

46.4.9(e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under clause 46.4.4.

46.5. Overtime

46.5.1 The employer may require any employee to work reasonable overtime at the appropriate overtime rate. When overtime work is necessary it shall wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive shifts.

46.5.2 Only authorised overtime shall be paid for and the following rates of overtime shall apply:

46.5.2(a) in excess of the number of hours fixed as a day's, a week's or a fortnight's work as the case may be - time and a half for the first two hours and double time thereafter;

46.5.2(b) as 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 - double time;

46.5.2(c) outside a spread of nine hours from the time of commencing work by an employee rostered to work broken shifts - time and one half and outside a spread of 12 hours from the time of commencing work - double time;

46.5.3 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.

46.5.4 Overtime taken as time off during ordinary time hours shall be taken at the penalty time rate.

46.5.5 The employer shall provide payment at the appropriate overtime rate as specified in clauses 46.5.2(a) to 46.5.2(c) where time off in lieu has not been taken within four weeks of accrual.

46.5.6 For the purposes of this clause, in accruing or calculating payment of overtime, each period of overtime shall stand alone.

46.5.7 An employee other than a casual employee who works so much overtime between the termination of his or her last previous rostered ordinary hours of duty and the commencement of his or her next succeeding rostered period of duty that he or she would not have at least ten consecutive hours off duty between those times, shall be released after completion of such overtime worked until he or she have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

46.5.8 If on the instructions of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty the employee shall be paid at the rate of double time until he or she is released from duty for such rest period and the employee shall then be entitled to be absent until he or she have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

46.5.9 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 shall provide adequate transport free of cost to the employee.

47. ALLOWANCES

47.1. Clothing, equipment and tools

47.1.1 Employees required by the employer to wear uniforms shall be supplied with an adequate number of such uniforms, overalls, caps, or aprons appropriate to the occupation free of cost to employees.

47.1.2 Uniforms, overalls, caps or aprons shall remain the property of the employer and be laundered and maintained by such employer free of cost to the employee.

47.1.3 In lieu of the provision of such caps and uniforms the employer may, by agreement with the employee, pay such employee a uniform allowance at the rate of 88 cents per day or part thereof on duty or \$4.40 per week whichever is the lesser amount. Where such employee's uniforms are not laundered by or at the expense of the employer, the employee shall be paid a laundry allowance of 21 cents per day or part thereof on duty or \$1.06 per week which ever is the lesser amount.

47.1.4 The uniform allowance but not the laundry allowance shall be paid during all absences on leave, except absences on long service leave and absence on 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 to be paid during absence on leave shall be the average of the allowance paid during the four weeks immediately preceding the taking of leave.

47.1.5 Rubber gloves and all necessary protective clothing and safety appliances shall be provided free of cost for the use of employees and an adequate supply of same shall be maintained.

47.1.6 A tool allowance of \$7.17 per week for the supply and maintenance of tools shall be paid to chefs and cooks who are not provided with all necessary tools by the employer.

47.2 Computer allowance

Any employee classified as a Hospital Attendant who is required to regularly access computers in the course of their employment shall be paid an allowance of \$12.80 per week.

47.3 Heat allowance

47.3.1 Where work continues for more than two hours in temperatures exceeding 46 degrees Celsius employees shall also be entitled to 20 minutes rest after every two hours work without deduction of pay.

47.3.3 It shall be the responsibility of the employer to ascertain the temperature.

47.3.3 The following amounts shall be paid to employees employed at their current place of work prior to 8 August 1991, in the prescribed circumstances in addition to any other amounts specified elsewhere in this agreement. Where an employee works for more than one hour in the shade in places where the temperature is raised by artificial means and:

47.3.3(a) exceeds 40 degrees Celsius but does not exceed 46 degrees Celsius - 28 cents per hour or part thereof;

47.3.3(b) exceeds 46 degrees Celsius - 32 cents per hour or part thereof.

47.4. Higher duties

An employee engaged in any in any one day or shift for more than one hour on duties carrying a higher rate than the classification in which he or she is ordinarily employee shall be paid for the full day or shift at the higher rate; but if so engaged for one hour or less only the time so worked shall be paid for at the higher rate.

47.5 Higher qualifications

47.5.1 Cooking trade proficiency payments

47.5.1(a) This proficiency pay scheme applies to apprentices who commenced attending trade classes from 1979 and who have undertaken the standard cooking course and attained the standard of proficiency. The scheme does not apply to apprentices who have undertaken the new pilot course conducted at the William Angliss College in 1983.

47.5.1(b) 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 State Training Board and attained an average mark of not less than 70 per cent for those subjects. The subjects must be passed at the first attempt.

47.5.1(c) 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:

47.5.1(c) (i) On one occasion only - For the first nine months of the fourth year of apprenticeship, the normal fourth year rate of pay. Thereafter, the appropriate tradesperson's award rate of pay.

47.5.1(c) (ii) On two occasions - For the first six months of the fourth year of apprenticeship, the normal fourth year rate of pay. Thereafter, the appropriate tradesperson's, award rate of pay.

47.5.1(c) (iii) On all three occasions-For the entire fourth year, the appropriate tradesperson's award rate of pay.

47.6 In charge allowances

47.6.1 In respect of any employee, to whom an in charge allowance is not payable under appendix C, the following allowance shall be paid in the event of his or her being appointed or delegated to exercise control over other employees.

In charge of one to nine other employees	7%
In charge of ten to 29 other employees	10%
In charge of 30 or more employees	15%

Such percentage to be calculated upon the base rate payable under appendix C and shall be additional to any other allowance to which the employee is entitled.

47.6.2 The provisions of this clause shall not apply to the following classifications:

Chef Grade A Chef Grade B Chef Grade C Chef Grade D Second Cook Grade A
Second Cook Grade B Second Cook Grade C Second Cook Grade D Gardener
Superintendent General Services Supervisor Food Services Supervisor Clerical
Supervisor

47.7 Infectious allowance

Employees employed at their current place of work prior to 8 August 1991, shall in addition to the rates prescribed elsewhere in this agreement be paid allowances as follows whilst:

47.7.1 Employed in infectious diseases wards or ward wherein less than 25 per cent of the patients are suffering from venereal diseases, cancer, tuberculosis, typhoid or meningitis - 16 cents per day.

47.7.2 Employed in infectious diseases wards or wards wherein 25 per cent or more of the patients are suffering from venereal diseases, cancer, tuberculosis, typhoid or meningitis - 16 cents per day.

47.7.3 Handling or dressing patients suffering from venereal diseases, cancer, tuberculosis, typhoid or meningitis or patients qualified for admission to infectious diseases hospitals or wards - 7 cents per day.

47.7.4 Handling clothes, bedding or linen, rubbish bins or refuse not previously disinfected and used in connection with any patient, hospital or ward referred to in clauses 47.7.1, 47.7.2 and 47.7.3 - 7 cents per day.

47.7.5 Handling the bodies of deceased patients who at the time of their death were suffering from any infectious disease or any of the diseases referred to in clause 47.7.1 - 7 cents per day.

47.7.6 Engaged in experiments of an infectious nature or handling microscopic slides of infectious nature or slides used in connection with any Of the complaints referred to in clause 47.7.1 - 7 cents per hour with a minimum of 13 cents per day.

47.8 Interpreters allowance

47.8.1 Qualified Interpreters

In addition to any amount payable under this clause and deductions and allowances of this agreement, any person employed as an interpreter (qualified) and who is accredited by the National Accreditation Authority for Translators and Interpreters (NAATI) shall receive the following additional payment per week:

47.8.1(a) Interpreter/Translator Grade 1 (NAATI Accreditation level 2)

47.8.1(a) (i)	In their second year:	\$5.48
47.8.1(a) (ii)	In their third year:	\$19.10
47.8.1(a) (iii)	In their fourth year:	\$32.90

47.8.1(b) Interpreter/Translator Grade 2 (NAATI Accreditation level 3)

47.8.1(b) (i)	In their first year:	\$54.10
47.8.1(b) (ii)	In their second year:	\$68.90
47.8.1(b) (iii)	In their third year:	\$ 83.90
47.8.1(b) (iv)	In their fourth year:	\$99.48

47.8.1(c) This allowance shall be considered to be part of the normal full weekly rate of pay for all purposes and shall be treated and adjusted appropriately as such.

47.8.2 Occasional interpreting

An employee not employed as a full-time interpreter who is required to perform interpreting duties shall receive an additional 60 cents on each occasion with a maximum additional payment of \$6.60 per week.

47.9 Meal allowances

An employee shall be supplied with an adequate meal where the employer has adequate cooking and dining facilities or be paid meal money in addition to any overtime payment as follows:

47.9.1 When required to work after the usual finishing hour of work beyond one hour (Monday to Friday inclusive) or in the case of shift employees when the overtime work on any shift exceeds one hour - \$6.52. Provided that where such overtime work exceeds four hours a further meal allowance of \$5.22 shall be paid.

47.9.2 When required to work more than Eve hours overtime on a Saturday or a Sunday or more than five hours by a shift employee on a rostered day off - \$6.52 and a further \$5.22 when required to work more than nine hours on such day.

47.9.3 These foregoing provisions shall not apply when an employee could reasonably return home for a meal within the period allowed.

47.9.4 On request meal money shall be paid on the same day as overtime is worked.

47.10 Nauseous work allowance

47.10.1 Employees shall be paid an allowance of 28 cents per hour or part thereof in addition to the rates prescribed elsewhere in this agreement for all time during which they are engaged in handling linen of a nauseous nature other than linen sealed in airtight containers.

47.10.2 An allowance of 28 cents per hour or part thereof shall be paid to an employee in any classification for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such employee in such classification provided:

47.10.2(a) that any employee who is paid the allowance prescribed by clause 47.10.2(a) shall not be entitled to be paid an allowance under clause 47.10.2(b) for the same work;

47.10.2(b) that any employee who is entitled to be paid an allowance under clause 47.10.2(a) or 47.10.2(b) shall be paid a minimum sum of \$1.32 for work performed in any week.

47.11 On call / recall

47.11.1 All employees required to be on call or who return to duty when off duty shall be paid, in addition to any other amount payable, a sum equal to 2.5 per cent of the weekly base rate of pay for the wage skill group 5 as defined in appendix C, per period of 12 hours or part thereof.

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

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

47.11.4 An employee, other than a casual, who works so much recall between the termination of their previous rostered ordinary hours and the commencement of the next succeeding rostered period of duty, that they would not have at least 10 consecutive hours off duty between those times, shall subject to this clause, be released after completion of such recall worked until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

47.11.5 If on the instructions of the employer, such an employee resumes or continues work without having had 10 consecutive hours off duty they shall be paid at the rate of double time until they are released from duty for such rest period and they shall then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

47.11.6 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 shall provide adequate transport free of cost to the employee.

47.12 Seniors

Any employee who is appointed as such shall have their classification preceded by the word Senior and shall be paid an allowance of 10 per cent to be calculated upon the base rate payable -under this clause and shall be additional to any other allowance to which the employee is entitled.

47.13 Vehicle allowance

47.13.1 Where an employee is required to provide her/his own mode of conveyance in connection with her/his duties, she/he shall be paid an allowance in accordance with the following table as varied from time to time:

47.13.1(a)	Motor Cars	A kilometre
	35 PMU and over	58.3
	Under 35 PMU	48.0
47.13.1(b)	Motor Cycles	
	250cc and over	28.1
	Under 250cc.	21.1
47.13.1(c)	Bicycles	7.1

Note : PMU means power mass units as stated in the certificate of registration of the vehicle.

47.13.2 Provided that there be a minimum payment of 50 cents for each occasion of use.

47.13.3 The rates in clause 47.13.1 shall be adjusted in accordance with the rates as prescribed and adjusted from time to time by the Australian Taxation Office.

47.14 Saturdays and Sunday work

47.14.1 All rostered time of ordinary duty performed between midnight on Friday and midnight on Sunday shall be paid for at the rate of time and a half.

47.14.2 Provided that the following rate of payment shall be made where the Saturday or Sunday duty involves:

47.14.2(a) work in excess of the prescribed rostered hours - double time for the excess period;

47.14.2(b) work performed by an employee of broken shifts outside a spread of nine hours from the time of commencing work - time and three-

quarters, and outside a spread of 12 hours from the time of commencing work - double time.

47.15 Shift allowances

47.15.1 Morning and afternoon shifts

In addition to any other rates prescribed elsewhere in this agreement employees whose rostered hours of ordinary duty finish between 6.00 pm. and 8.00 am. or commence between 6.00 pm. and 6.30 am. shall be paid an amount equal to 2 1/2 per cent of the rate of the allowance rate as prescribed in clause 7.1.2(d) per rostered period of duty per rostered period of duty.

47.15.2 Night shift

In the case of an employee working on any Fostered hours of ordinary duty, finishing on the day after commencing duty or commencing after midnight and before 5.00 am he or she shall be paid an amount equal to 4 per cent of the allowance rate as prescribed in clause 7.1.2(d) for any such period of duty and provided further that in the case of an employee permanently working on any such rostered hours of ordinary duty shall be paid an amount equal to 5 per cent of the allowance rate.

47.15.3 Provided that the shift allowance shall be calculated to the nearest 10 cents, an exact amount of 5 cents in the result going to the higher figure.

47.15.4 Permanently working shall mean working for any period in excess of four consecutive weeks.

47.15.5 Provided further that in the case of an employee who changes from working on one shift to working on another shift the time of commencement of which differs by four hours or more than from that of the first she/he shall be paid an amount equal to 4 per cent of the allowance rate as prescribed in clause 7.1.2(d) on the occasion of each such change in addition to any amount payable under the preceding provisions of this clause.

47.15.6 Notwithstanding the provisions of clause 47.15.5 the change of shift allowance is not payable where the employer agrees to a request in writing made on behalf of one or more of his/her employees for changes in shifts.

47.16

Experience means for the purpose of this clause experience at any such work in any workplace subject to this agreement within the last five years, excluding any leave provisions.

48. LEAVE OF ABSENCE, PUBLIC HOLIDAYS AND HOURS OF DUTY

48.1 Annual leave

48.1.1 Period of leave

48.1.1(a) Employees other than casual employees shall be entitled to four weeks annual leave on ordinary pay after twelve months of continuous service. The annual leave prescribed shall be exclusive of any, holidays prescribed in clause 48.4 - Public holidays.

48.1.1(b) When the system of working provides for the taking of accrued days off the maximum number of accrued days off shall be 13 in any calendar year, provided that at least one of those accrued days will be taken in conjunction with a period of annual leave for which no additional payment is to be made

48.1.2 Ordinary pay

Provided that ordinary pay for the purposes of this clause shall mean remuneration for the employee's weekly number of hours calculated at the ordinary time rate of pay and in addition shall include:

48.1.2(a) overaward payments for ordinary hours of work;

48.1.2(b) shift work premiums, according to roster or projected roster;

48.1.2(c) Saturday and Sunday premiums, according to roster or projected roster;

48.1.2(d) in-charge allowances; or

48.1.2(e) a loading equal to 17 1/2 per cent of his or her wage for his or her normal weekly number of hours calculated at the ordinary time rate of pay:

whichever is the higher.

48.1.3 Seven day shift employees

A shift employee who during the yearly period in respect of which his or her annual leave accrues is rostered as part of his or her ordinary duties on IO or more weekends for four hours or more, shall be entitled to one week's (seven consecutive days) annual leave in addition to the leave prescribed in clause 48.1.1.

48.1.4 Part-time entitlement

48.1.4(a) A part-time employee shall be entitled to annual leave on a pro-rata basis of the leave prescribed in clause 48.1 for a full-time employee.

48.1.4(b) Provided that where the ordinary hours for a part-time employee have varied over a period of accrual for annual leave, the average ordinary hours shall be determined and used as the basis for calculating annual leave entitlement.

48.1.5 Termination of employment

48.1.5(a) Where the employment of an employee is terminated at the end of a period of employment to which this clause applies the employer shall forthwith pay to the employee in addition to all other amounts due to him or

her, an amount equal to 3/49th of his or her ordinary pay for that period of employment prior to 1 January 1974, and an amount equal to one twelfth of his or her ordinary pay for that period thereafter.

48.1.5(b) Payment for pro rata leave for a part-time employee on termination shall be based on the average number of ordinary hours per week over the period for which a payment is to be paid.

48.1.5(c) A shift employee whose employment with the employer 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 that employer, shall be paid in addition to any other amounts due to him or her, an amount equal to 1/48th of his or her ordinary pay in respect of that period of employment.

48.1.6 Time of taking leave

48.1.6(a) An employee shall not be required to go on annual leave nor request annual leave without at least one week's notice being given and wages accruing while on leave shall be paid prior to proceeding on leave.

48.1.6(b) An employee entitled to four weeks annual leave shall be granted such leave in either one continuous period or in two separate periods, neither of which shall be less than one week's duration unless the employee and employer come to a mutually agreed arrangement.

48.1.6(c) The annual holiday shall be given by the employer and shall be taken by the employee before the expiration of a period of six months after the date upon which the right to such holiday accrues. Provided that the giving and taking of the whole or any separate period of such annual holiday may, be postponed for a period to be specified where circumstances render such postponement necessary or desirable.

48.1.6(d) The employer may allow annual leave to an employee before the right thereto has accrued due but where leave is taken in such a case, a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which annual leave had been taken before it accrued.

48.1.6(e) Except as provided in clause 48.1.5 hereof payment shall not be made by the employer to an employee in lieu of any annual holiday or part thereof to which the employee is entitled under this agreement nor shall any such payment be accepted by the employee.

48.1.7 Service of employees

48.1.7(a) Service before the date of this agreement shall be taken into consideration for the purpose of calculating annual leave.

48.1.7(b) The rights of all employees in respect of any leave which may have accrued to them prior to this order shall be preserved.

48.1.8 Leave taken in advance

Where the annual leave or any part thereof has been taken in advance by an employee and:

48.1.8(a) the employment of the employee is terminated before he or she has completed the year of employment in respect of which such annual leave or part has been taken; and

48.1.8(b) the sum paid by the employer to the employee as ordinary pay for the annual leave or part so taken in advance exceeds the sum which the employer is required to pay to the employee under clause 48.1.5;

48-1.8(c) the employer shall not be liable to make any payment to the employee under clause 48.1.5 and shall be entitled to deduct the amount of such excess from any remuneration payable to the employee upon the termination of the employment.

48.1.9 Calculation of continuous service

For the purposes of this agreement a year of employment shall be deemed to be unbroken notwithstanding:

48.1.9(a) any annual leave or long service leave taken therein;

48.1.9(b) 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 annual leave or long service leave;

48.1.9(c) any absence from work of not more than 14 days in the year of employment on account of sickness or accident;

48.1.9(d) any absence on account of leave (other than annual leave or long service leave) granted imposed or agreed to by the employer;

48.1.9(e) any absence on any other account not involving termination of employment and

in calculating a year of employment of a kind mentioned in clauses 48.1.9(a), (b) or (c), shall be counted as part of the year of employment but in respect of absences of a kind mentioned in clauses 48.1.19(d) and (e) it will be necessary for the employee as part of his or her qualification for annual leave to serve such additional period as equals the period of such absences.

48.1.10 Illness while on annual leave

Where an employee becomes sick whilst on annual leave for a period of not less than five days on which he or she would otherwise have worked, and immediately forwards to the employer a certificate of a legally qualified medical practitioner, then the number of days not less than five specified in the certificate shall be deducted from any sick leave entitlement standing to the employee's credit, and shall be re-credited to his or her annual leave entitlement.

48.2 Family leave

48.2.1 Use of sick leave

48.2.1(a) An employee with responsibilities in relation to either members of their mediate family or members -of their household who need their care and support shall be entitled to use, in accordance with this clause, any sick leave entitlement which accrues after the date of this order for absences to provide care and support for such person when they are ill.

48.2.1(b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

48.2.1(c) The entitlement to use sick leave in accordance with this clause is subject to:

48.2.1(c) (i) the employee being responsible for the care of the person concerned; and

48.2.1(c) (ii) the person concerned being either:

48.2.1(c) (ii) (A) a member of the employee's immediate family; or

48.2.1(c) (ii) (B) a member of the employee's household.

48.2.2 The term immediate family includes:

48.2.2(a) a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A defacto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and

48.2.2(b) a child or an adult child (including an adopted child, a step-child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

48.2.2(c) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

48.2.3 Unpaid leave for family purpose

An employee may elect, with the consent of the employer, to take -unpaid leave for the purpose of providing care to a family member who is ill.

48.2.4 Annual leave

48.2.4(a) Notwithstanding the provision of this clause, an employee may elect, with the consent of the' employer, to take annual leave in single day

periods not exceeding five days in any calendar year at a time or times agreed between them.

48.2.4(b) Access to annual leave, as prescribed in clause 48.2.4(a) above, shall be exclusive of any shutdown period provided for elsewhere under this agreement.

48.2.4(c) An employee and the employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

48.2.5 Time off in lieu of payment for overtime

48.2.5(a) 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.

48.2.5(b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

48.2.5(c) The employer shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the agreement, for any overtime worked under clause 48.2.5(a) where such time has not been taken within four weeks of accrual.

48.2.6 Make-up time

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

48.2.7 Grievance process

In the event of any dispute arising in connection with any part of this clause, such a dispute shall be processed in accordance with the dispute settling provisions of this agreement.

48.3 Meal interval

48.3.1 Except as provided in clause 29.3 hereof, a meal interval of not less than 30 minutes and not more than 60 minutes shall be allowed each employee during each shift. Such meal interval shall not be counted as time worked.

48.3.2 Each employee on night duty who is not relieved from duty (and on call) during the rostered meal interval shall be granted a meal interval of not less than 30 minutes to be commenced after completing three hours and not more than five hours of duty. Such time to be counted as time worked.

48.3.3 The above' crib time arrangement may also be adopted in any case where there is mutual agreement between employer and employee.

48.4 Public holidays

48.4.1 An employee shall be entitled to holidays on the following days:

48.4.1(a) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and

48.4.1(b) the following days, as prescribed in the relevant States, Territories and localities: Australia Day, Anzac Day, Queen's Birthday, Eight Hours' Day or Labour day; and

48.4.1(c) Melbourne Cup day or in lieu of Melbourne Cup Day, some other day as determined in a particular locality; and

48.4.1(d) when Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

48.4.2 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

48.4.3 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

48.4.4 Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in 48.1 and 48.2 hereof, those days shall constitute additional days for the purpose of this agreement.

48.4.5 The employer, with the agreement of the union may, substitute another day for any prescribed in this clause.

48.4.5(a) The employer and their employees may agree to substitute another day for any prescribed in this clause. For this purpose the consent of the majority of affected employees shall constitute agreement.

48.4.5(b) An agreement pursuant to 48.4.5(a) shall be recorded in writing and be available to every affected employee.

48.4.5(c) The union shall be informed of an agreement pursuant to 48.4.5(a) and may within seven days refuse to accept it. The union will not unreasonably refuse to accept the agreement

48.4.5(d) If the union, pursuant to 48.4.5(c), refuses to accept an agreement, the parties will seek to resolve their differences to the satisfaction of the employer, the employees, and the union.

48.4.5(e) If no resolution is achieved pursuant to 48.4.5(d), the employer may apply to the Commission for approval of the agreement reached with their employees. Such application must be made 14 or more days before the prescribed holiday. After giving the employer and union an opportunity to be heard, the Commission will determine the application

48.4.6 If an employee works on a public holiday he or she shall be paid double time and a half for the time worked. If a public holiday occurs on his or her rostered day off he or she shall be entitled to one and a half

times the payment for his or her ordinary day; or where there is mutual consent within four weeks following the date on which such holiday occurred an employee may take a day and a half off in lieu or have one and one half days added to his or her annual leave.

48.4.6(a) Provided that employees rostered to work on public holidays and who fail to do so shall not be entitled to holiday pay for the said holiday.

48.4.7 Notwithstanding the provisions of clause 48.4.6 hereof, an employee who ordinarily works Monday to Friday only and who does not work on Easter Saturday, shall be entitled to one day's pay in respect of Easter Saturday or 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 have one day added to their annual leave.

48.4.8 A part-time employee who is not ordinarily required to work on the day of the week on which a public holiday is observed shall not be entitled to any benefit for such a public holiday, unless they are required to work on a public holiday.

48.4.9 Where an employee's accrued day off falls on a public holiday prescribed by this agreement another day shall be determined by the employer to be taken in lieu thereof, such day to be within the same four week work cycle where practical.

48.5 Sick leave

48.5.1 In the event of an employee becoming sick and unfit for duty and such sickness is not due to misconduct (a certificate of a legally qualified medical practitioner or a Statutory Declaration signed by the employee shall be satisfactory evidence of sickness), the employee shall be entitled to sick leave on full pay:

48.5.1(a) Full-time employees

48.5.1(a) (i) During the first year of service - eight hours for each month of service.

48.5.1(a) (ii) During the second, third and fourth year of service 112 in each year.

48.5.1(a) (iii) Thereafter - 168 in each year.

48.5.2 Part-time employees

On a pro rata basis corresponding to their year of service, and weekly hours vis-a-vis full-time employees.

48.5.3 Provided that an employee may be absent through sickness for one day without furnishing evidence of such sickness as provided in clause 48.5.1 hereof on not more than three occasions in any one year of service. An employee shall not be entitled to the benefit should he or she fail to notify the employer two hours before the time rostered to commence duty on the day of such absence. Provided that employees rostered for duty prior to 11.00

am. on the day of such absence shall not be required to give such notice before 9.00 am.

48.5.4 Provided further that an employee's entitlement to payment for sick leave upon production of a Statutory Declaration shall be limited to not more than three occasions in each year in respect to absences not exceeding three consecutive working days' duration.

48.5.5 In the full period of sick leave as prescribed in clause 48.1 hereof is not taken in any one year such portion as is not taken shall, where an employee remains in the service of the employer or any successor(s) of the employer, be cumulative from year to year; provided that, where the business of the employer is transferred on or after 2 September 1980 to a successors) and an employee of the employer becomes an employee of the successor(s) the amount of accumulated sick leave which exceeds 212 hours and 48 minutes shall be disregarded.

48.5.6 The employer shall not terminate the service of an employee during the currency of any period of sick leave with the object of avoiding his or her obligations under this clause.

48.5.7 Where the one day absences referred to in the proviso in clause 48.5.1 are not taken for a period of five years, an additional 38 hours' sick leave shall be added to the employee's accrued entitlement.

48.5.8 Where an employee is and has been in the service of the 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) 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 sick leave to his or her credit up to a maximum of 180 days shall 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 sick leave standing to the credit of such employee at the time of leaving that previous employment.

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

48.5.10 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 shall not be deemed to have broken continuity of service but shall not be counted in aggregating service for the purpose of establishing entitlement to sick leave portability.

48.5.11 Employees who are absent on sick leave either side of a public holiday without providing a medical certificate, Statutory Declaration or other evidence satisfactory to the employer within 10 working days after their return to work shall not be entitled to be paid for that day absent.

48.5.12 Within two days of the employee's return to work the employer shall notify the employee of the requirement that the employee shall notify the employer of the requirement that the employee provide a Statutory Declaration, medical certificate or other acceptable evidence.

48.5.13 Employees shall not be eligible for payment of sick leave or part thereof, unless where they are in a position to do so, they take all reasonable steps to advise their employer of their absence from duty as near as practicable to, but no later than one hour after their normal commencement time or in the case of shifts commencing prior to 7.00 am, one hour before the commencement of the shift.

48.5.14 Such advice shall, as far as is practicable, state the nature of the injury or illness, and the estimated duration of the absence.

48.5.15 Provided that, if it is not practicable to inform the employer within the times specified above employees shall inform their employer as soon as practicable thereafter.

48.5.16 Payment for sick leave shall not be withheld by the employer until all reasonable steps have been undertaken to investigate the employee's lack of advice regarding absence from duty. Such an investigation must provide the employee with the opportunity to give reason as to why notification was not given.

48.5.17 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 shall be registered, detailing the time and name of the employee.

48.6 Wash up time

Where necessary an employee shall be entitled to cease work 10 minutes before their rostered finishing time to enable him or her to wash or to change their clothes.

48.7. Hours of duty

48.7.1 The hours for an ordinary week's work shall be 38, or be an average of 38 per week in a fortnight, or in a four week period.

48.7.2 With the exception of a meal interval and one additional break, if same is required by the employer the work of each shift shall be continuous.

48.7.3 Provided that any employee required to work more than six consecutive periods of ordinary duty without 24 hours off duty shall be paid for the seventh and any further consecutive period of ordinary duty worked at the rate of treble time until he or she has been given 24 hours off duty.

48.7.4 For the purposes of this clause the working week shall commence at midnight on a Sunday.

48.7.5 Where an employee has given or has been given notice he or she shall continue in his or her employment until the date of expiration of such notice and where an employee who has given or has been given notice as aforesaid refuses to work or is absent from work without just cause or excuse the employee shall be deemed to have abandoned his or her employment and shall not be entitled to payment for work done within the period of notice.

48.7.6 Except as provided in clause 44.3.3 (casual employment), hereof employment shall be by the week. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week.

49. CAREER TRAINING

49.1 The parties to this agreement recognise that in order to increase the efficiency and productivity of the health and allied services industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

49.1.1 developing a more highly skilled and flexible workforce;

49.1.2 providing employees with career opportunities through appropriate training to acquire additional skills; and

49.1.3 removing barriers to the utilisation of skills acquired.

49.2 Through the establishment of a central training committee, the parties shall develop a training program consistent with:

49.2.1 the current and future skill needs of the industry/enterprise;

49.2.2 the size, structure and nature of operations within the industry/enterprise;

49.2.3 the need to develop vocational skills relevant to the enterprise and the health and allied services industry through courses conducted by educational institutions and providers as accredited by the central training committee.

49.3 When it is agreed a training committee be established at the local level that training committee should be constituted by equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, for example:

49.3.1 formulation of a training programme and availability of training courses and career opportunities to employees;

49.3.2 dissemination of information on the training programme and availability of training courses and career opportunities to employees;

49.3.3 the recommending of individual employee for training and reclassification;

49.3.4 monitoring and advising management on the on-going effectiveness of the training.

49.4.1 Where as a result of consultation or through the local training committee and with the employee/s concerned, it is agreed that additional training in accordance with the programme developed pursuant to clause 49.2 herein should be undertaken by an employee, that training may be undertaken either on or off the job. Provided that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid retraining leave.

49.4.2 Any costs associated with standard fees for prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.

49.4.3 Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.

49.5 Clauses 49.2, 49.3 and 49.4 herein shall operate as interim provisions and shall be reviewed after nine months' operation. In the meantime, the parties shall monitor the effectiveness of those interim provisions in encouraging the attainment of the objectives detailed in clause 49.1 herein. In this connection, the union reserves the right to press for the mandatory prescription of a minimum number of training hours per annum, without loss of pay, for an employee undertaking training to meet the needs of an individual enterprise and/or the health and allied services industry.

49.6 Any disputes arising in relation to clauses 49.2 and 49.3 shall be subject to the provisions of clause 26.2 - Grievance process, of this agreement.

APPENDIX A - SKILL LEVEL AND CLASSIFICATION DEFINITIONS

A. REGISTERED PSYCHIATRIC NURSES

1. Classification standards

The classification standards and work descriptions of employees the subject of this agreement shall be in accordance with these classifications standards. The classification standards consist of two components:

1.1 The group standard, which provides a narrative description of work undertaken by employees in an occupational category subject to this award, and

1.2 Work level standards, which provide a typical evaluation, definition, features and typical duties for each level within an occupational category to enable positions to be classified at a particular level.

2. Classification decisions

2.1 Classification decisions shall be based upon a documented description of the position such as a duty statement or a position description. Jobs should be evaluated using whole-of-job evaluation:

2.2 by comparison of the position description with the narrative descriptions the group and work-level standards such that a comfortable comparison can be made between the nature of work and the general standard of work expected at a particular level; and

2.3 by comparison of typical duties (and benchmark positions) to test that the job is recognised to be equal to a majority of positions at one level and better than all positions at a lower level.

3. Registered Psychiatric Nurse - guide lines for the use of classification standards.

3.1 The broad definitions of work at each level should be met by any individual position being classified at that level. No single example of work (eg. one duty) can be used as the basis on which to classify a job.

3.2 The group standard describes four main work areas (ie. clinical, community, education and administration) which group similar tasks together. Positions are likely to be required to undertake duties from a number of work areas, particularly where a nurse is required to work in both ward and program project areas or is required to undertake nursing administration tasks in addition to tasks from another of the areas.

3.3 The grouping of duties in the section typical duties does not necessarily represent actual jobs. In no case should duties from this document be used as a definitive duty statement for an individual position.

3.4 No hospital will utilise the full range of work described at every level in the classification standards. The number and level of positions in a hospital will be determined by the need to undertake certain tasks. Some of the work described in the classification standards (eg. some project duties) may be temporarily assigned to nurses classified at a suitable level where there is not an on-going requirement to perform such tasks, and therefore to create a permanent position. VPS policy and guide lines on the use of temporary positions and secondments will apply.

3.5 Positions may be routinely required to undertake some duties normally expected of positions classified at lower levels in the structure. The basis of classification of all positions will be according to the chief focus of a job and the highest function regularly performed by the incumbent.

4. Registered Psychiatric Nurse - group standard.

4.1 This statement has been developed to explain the basis of the role and functions performed by RPN's in the field of psychiatric service provision in Victoria.

4.2 Psychiatric nursing is a distinct branch of the science of nursing and is based upon a body of knowledge and a philosophy of biological, social and psychological elements of the human organism.

4.3 The knowledge base of nursing historically has been derived from two major areas:

4.3.1 attendance to the physically ill and convalescent (general nursing);

4.3.2 the provision of asylum and care for the mentally ill and mentally handicapped (psychiatric and mental retardation nursing respectively).

4.3.3 In Victoria, the body that formally regulates the registration of nurses is the VNB, which was established under the Nurses Act 1993.

5. Psychiatric services.

5.1 Psychiatric services are human services concerned with the prevention of mental illness and the assessment, treatment, rehabilitation, maintenance and support of those persons within society who may be at risk of or suffering from mental illness or disability.

5.2 Within these services, it is recognised that mental illness may occur at any stage in life and is manifested through behavioural disorders that may result from an imbalance or change occurring in the physical, emotional, psychological or social state of an individual in the context of his or her environment. Comprehensive psychiatric care is provided through the integration of the following services:

5.2.1 crisis intervention;

5.2.2 assessment, treatment and rehabilitation;

5.2.3 residential, recreational, employment and education;

5.2.4 advocacy, welfare and support.

5.2.5 The role of the RPN may incorporate some or all of these aspects of psychiatric client care and is exercised within the limits permitted by the relevant legislation.

6. Function of psychiatric nursing.

6.1 In the practice of psychiatric nursing, the practitioner is required to utilise psychiatric nursing theory and practices, interpersonal skills and available environment to assess the biological, psychological and social status of the individual at risk of or suffering from mental illness or disability and to plan, initiate and evaluate interventions to effect therapeutic change.

6.2 The holistic approach that is taken to the delivery of service requires the practitioner to treat not only the manifestations of psychiatric illness but to be aware that such manifestations may result from underlying

imbalances in the client's physical, emotional, psychological or social state, and to employ strategies designed to redress or attenuate such imbalances.

6.3 The manifestations of a psychiatric disorder that RPN's would be required to treat may include some combination of the following:

6.3.1 lack of orientation to surroundings, time (hour, day, week, year) or people;

6.3.1(a) lack of or inappropriate judgement;

6.3.1(b) disordered perceptions of the environment, such as hearing hallucinatory voices;

6.3.1(c) fixed delusional beliefs;

6.3.1(d) extreme mood states (eg. deep depression, uncontrollable euphoria, wild rage);

6.3.1(e) markedly fluctuating moods;

6.3.1(f) confusion;

6.3.1(g) socially unacceptable behaviours or practices (eg. disinhibition);

6.3.1(h) inability to care for self, either physically or hygienically;

6.3.1(i) desire to inflict harm upon self;

6.3.1(j) lack of motivation to become or remain socially active;

6.3.1(k) dependence on institutionalised care;

6.3.1(l) familial crisis;

6.3.1(m) absence of social conscience;

6.3.1(n) physical ailments;

6.3.1(o) side-effects from medication;

6.3.1(p) effects of brain damage or trauma;

6.3.1(q) memory disturbances; 6.3.1(r) panic;

6.3.1(s) relationship difficulties;

6.3.1(t) preoccupation with disordered perceptions (withdrawal);

6.3.1(u) inability to communicate in normally accepted ways.

6.3.2 The above list is not exhaustive, but is intended to give an indication of the range of symptoms that may be encountered in psychiatric illness.

6.3.3 Within this conceptual framework, a number of elements underpin the role performed.

They may be found to a greater or less extent depending upon the practitioner's experience and position, and are summarised as follows:

6.3.3(a) Primary care provider. This element relates to such acts as feeding, bathing, dressing, comforting and supporting clients, and the setting of limits to their behaviour. As a result of mental illness, many clients display immature or regressive behaviour patterns. This requires of the practitioner the replication of parenting patterns, which are progressively altered as the client progresses. The ultimate aim is to decrease the dependency of the client and develop independent functioning consistent with the client's presenting illness or condition.

6.3.3(b) Technician. This element can be related to the role performed by the RGN in the provision of physiological care. It involves the administration of medication, application and changing of dressings, preparation for and participation in medical procedures, etc (only medical staff, however, are permitted, under the Medical Practitioners Act 1970, to prescribe medication). It also equips the practitioner to assess the physical status of clients and ensure maintenance of optimal levels of physical health.

6.3.3(c) Socialising agent. This element of the practitioner's role involves the development of a social relationship with the client through participation with the client in unstructured activities and contact. The purpose is to develop within the client confidence and security in social situations.

6.3.3(d) Therapist. This element relates to the practitioner's involvement in recognised therapies aimed at the prevention, treatment and rehabilitation of mental illness and disability. This may require the practitioner to work with a client or group of clients either individually as prime therapist or conjointly with other professionals.

6.3.3(e) Advocate. This element provides a number of facets, which may include advocacy to ensure appropriate service provision to a client, advocacy on behalf of a client with other agencies or within the psychiatric services continuum. It may involve advocacy in the community generally on behalf of psychiatric services or the profession of psychiatric nursing.

The nursing practitioner is well placed to be an advocate on behalf of the client as a result of the detailed knowledge acquired of the client's physical, mental or social state, and his/her environment.

6.3.3(f) Counsellor/Adviser. This element may involve provision of specific advice to a client, other service providers, community groups or government agencies.

It can include assistance to clients in resolving specified problems, providing professional advice to colleagues/services providers (ie. case management, therapeutic regimes or assistance to agencies in developing, implementing and managing client services).

6.3.3(g) Case Manager. Nursing practice is delivered through a systematic approach that involves observation, assessment, planning, implementation and evaluation of strategies and approaches to client treatment, rehabilitation, support and maintenance.

It also may involve management in the traditional sense running a program or group of programs, treatment support and maintenance facilities in order to provide an appropriate therapeutic milieu.

6.3.3(h) Educator. This element requires of the practitioner the obligation and responsibility of educating clients, other service providers, agencies and the community generally regarding the causes of mental illness, its treatment and its prevention.

7. Unique responsibilities of RPN's.

Within mental health settings, the following responsibilities are unique to RPN's or are undertaken by a limited number of other specified categories:

7.1 RPN's have responsibility for the development, maintenance and administration of nursing care plans incorporating the nursing process and providing a therapeutic environment.

7.2 Among non-medical mental health staff, RPN's have the unique responsibility for initial and overall mental and physical status assessments.

7.3 Among non-medical mental health staff, RPN's have the unique responsibility for administration of intramuscular and other medications, detection of side-effects of medication, taking blood samples and serology. A RPN is not permitted to prescribe medication or administer medication without a prescription from medical staff.

7.4 RPN's have responsibility for the supervision of nursing students on placement in mental health settings. Training and supervision must ensure adequate standards of practice are communicated to students and that these standards are maintained by students.

8. Areas of work

Four areas of work - clinical, community, education and administration - can be identified within the psychiatric nursing structure:

8.1 Clinical Area.

Clinical psychiatric nursing duties involve the application of skills and technical knowledge associated with professional procedures to achieve a high standard of nursing care or advice in a range of facility-based settings. Clinical activities include:

8.1.1 direct patient care, including the assessment, planning, implementation and evaluation of nursing care;

8.1.2 the provision of guidance in clinical matters to less experienced practitioners;

8.1.3 research into the clinical nursing function; and

8.1.4 the provision of clinical advice and leadership or a clinical service within a recognised nursing speciality on a facility-wide or state-wide basis in a specific discipline.

9. Community area.

9.1 Community psychiatric nursing duties involve the application of skills and technical knowledge associated with professional procedures to achieve a high standard of psychiatric nursing care or advice in a community setting.

9.2 For a position to be defined as a Community Psychiatric Nurse (CPN), the position must encompass all of the following features:

9.2.1 the development, maintenance and administration of nursing case plans incorporating the nursing process and providing a therapeutic environment in situations where the higher level clinical support available to nurses in a hospital setting is often not readily available;

9.2.2 undertaking initial or overall mental and physical status assessments in the community, including those of new clients and reviews of existing clients;

9.2.3 maintaining contact with community agencies, both to assist them in dealing with psychiatric clientele in the community and to have a knowledge of the services available to their clients to assist them in settling back into the community after being in an institution;

9.2.4 providing an educational service to both clients and agencies on mental health issues, with the aim of preventing development of mental illness in the 'at risk' population.

9.3 In undertaking initial and overall mental and physical status assessments in the community, CPN's may decide whether or not to offer treatment and use judgement, within the limits of their experience gained as nurses, in deciding if the case should be brought to the immediate attention of a psychiatrist. However, all assessments and reviews are made available to the appropriate Psychiatrist as part of the case management process. CPN's may not make formal psychiatric diagnoses, but a mental status assessment made by a CPN can be used by a Psychiatrist to establish a formal psychiatric diagnosis within the consultation process.

9.4 In the absence of medical personnel and pharmacists, and within the limits of their knowledge and experience as nurses, CPN's also may act as consultants to non-medical staff on psychopharmacology issues (ie. the applications and side-effects of medication).

10. Education area.

10.1 The provision of all basic psychiatric nursing training is expected to be undertaken by Colleges of Advanced Education by 1993. Until the transfer to the Colleges of Advanced Education is complete, basic and post-basic RPN education will continue to be provided by RPN's within the PSB. After 1993, on-going staff development needs of nurses will continue to be met within the Service.

10.2 Education activities in the VPS include:

10.2.1 the provision of theoretical and practical tuition at basic and post-basic level;

10.2.2 the provision of informal tuition and clinical guidance to less experienced psychiatric nursing staff;

10.2.3 the use of formal programs and informal means to educate clients and their relatives;

10.2.4 the management of the basic and post-basic and in-service teaching function and co-ordination of curricula implementation and provision of the teaching service;

10.2.5 the identification of educational needs and curriculum development;

10.2.6 the planning, design and evaluation of courses.

11. Administration area.

Administrative duties typically involve the management of the psychiatric nursing function at various levels and the provision of non-clinical support to clinical practitioners. Administrative activities include:

11.1 management of the psychiatric function at unit, ward or program level, or in the community;

11.2 staff management, deployment and development;

11.3 budget activities, including assessment of human resource requirements in the psychiatric nursing and related direct-care field;

11.4 development of policies and procedures in relation to clinical, community, administrative and/or education practices in a facility or other setting.

11.5 Administrative duties usually do not form entire jobs on their own, but are combined with duties from the other three areas.

12. Training for psychiatric nursing.

12.1 Psychiatric nursing requires of the practitioner skills and knowledge that are drawn from an experimental and theoretical base in both the life and

social sciences. It requires highly developed skills in interpersonal relationships and communication, together with a knowledge of psychiatric nursing practices, procedures and ethics, anatomy and physiology, law, and pharmacology as it relates to mental illness.

12.2 The course of training of a RPN is provided over three years in which the intending practitioner attends 1050 hours of theoretical lectures and tutorials within schools of nursing or at a College of Advanced Education, and extensive supervised clinical practice in a structured program of experiential learning within a variety of service settings.

12.3 Training and experience are undertaken in psychiatric settings in which extensive experience working with highly disturbed and difficult clients is acquired. The training encompasses medical, psychological, sociological and nursing models and concepts.

12.4 Particular expertise is gained in mental status assessment, crisis assessment and intervention, management of violence and aggression, appropriate use and assessment of adverse effects of psychotropic medications, and various forms of psychotherapy.

12.5 Successful completion of the course of training entitles the trainee to registration as a RPN and to practise in the field.

12.6 Following registration, practitioners must complete twelve months of supervised practice before further progression within the discipline.

12.7 While the following list is not exhaustive, upon registration with the VNB, practitioners are expected to be able to:

12.7.1 actively create and control a psychosocial environment conducive to the treatment and rehabilitation of the psychiatrically ill;

12.7.2 observe, record and assess the mental, emotional, physical, social and spiritual needs of psychiatric clients;

12-7.3 recognise the patterns of pathological behaviour and their clinical significance;

12-7.4 formulate and regularly evaluate and modify a client care plan for each client incorporating all therapeutic measures prescribed and carry out the plan in co-operation with other members of the psychiatric team;

12.7.5 select appropriate psychiatric nursing strategies to meet the needs of the individual psychiatric client;

12.7.6 participate in and, where appropriate, carry out treatments prescribed by medical staff and monitor the effects thereof;

12.7.7 display nursing care skills that will be effective in alleviating disturbance and distress and in modifying maladaptive behaviour;

- 12.7.8 design programs containing activities and personal interaction aimed at the improvement in mental health and independent functioning of specific clients;
- 12.7.9 meaningfully communicate with individuals and groups exhibiting abnormal behaviour patterns, including aggression, withdrawal, self-destruction, hyperactivity and confusion;
- 12.7.10 utilise helping skills therapeutically in caring for psychiatric clients by being available, listening, clarifying, concentrating, conveying empathy, utilising self-disclosure and confrontation constructively, encouraging decision-making and evaluating outcomes;
- 12.7.11 be active in the psychological approaches to treatment, including psycho-dynamic, humanistic, behavioural, group, and family and marital therapies, the use of creative media, socialisation therapies, and independence skills;
- 12.7.12 identify and liaise with agencies helpful to psychiatric clientele and where appropriate assume an advocate role on behalf of the client;
- 12.7.13 plan an important role in primary prevention by utilising knowledge of mental health and mental illness to groups at risk in the community;
- 12.7.14 participate in the management of client care areas;
- 12.7.15 participate in the teaching, supervision, performance and evaluation of junior staff, peers and other health-workers;
- 12.7.16 initiate and participate in psychiatric nursing research;
- 12.7.17 recognise and intervene in anxiety-provoking or threatening situations for individuals with abnormal behaviour patterns;
- 12.7.18 design and conduct independence, socialisation activity and recreational-based therapies designed to decrease client dependence and enhance the social functioning of the client.

13. Qualifications and training required for entry to and promotion within RPN category.

13.1 Current registration as a RPN with the VNB is a mandatory qualification for any practising RPN (hospital or community).

13.2 To become registered as an RPN a three-year training course must be undertaken at a school of nursing. Training consists of 1050 classroom hours and extensive supervised work on the wards in hospitals. There is a 6 to 9 week community placement as part of the training course.

13.3 MRN's and RGN's also can become eligible for registration as RPN's by under-taking a 16-month bridging course.

13.4 It has been determined that the mandatory qualification necessary to effectively carry out the tasks required of a RPN is registration as a RPN

whilst this is the minimum requirement, at least two years experience in an adult psychiatric hospital is desirable for nurses entering community nursing in the adult nursing sub-discipline, in order to equip the nurse with sufficient knowledge and direct experience of a range of psychiatric conditions and disorders, in order to undertake mental status assessments in the community without direct guidance, and to act as a case manager for psychiatric clientele.

13.5 For nurses entering the community in other sub-disciplines, one year's experience in a psychiatric hospital, followed by further experience whilst working in the community under supervision within the particular sub-discipline, is considered desirable.

13.6 The possession of further qualifications and/or experience is not mandatory for promotion to positions classified at RPN, grades RPN-1, RPN-2, RPN-3, RPN-6, RPN-5, RPN-6, RPN-7, with the exception of positions designated as Nurse Educator. However, as can be seen from the work level standards that follow, to perform competently the duties of positions at these levels requires skills over and above those required to perform the duties of positions classified at RPN-1.

13.7 The PSB considers continuing training and development beyond the basic nursing qualification to be desirable in order that staff can acquire the skills, both in the professional and management sense, that need to be exercised at these levels. Appropriate training and development could include formal training programs, in-service experience and post-registration studies, either in the field of psychiatric nursing generally and/or in the particular area in which the nurse is practising.

13.8 The classification of positions within the RPN occupational category will not be on the basis of personal qualifications held or experience gained, but will be established on the basis of the actual work to be performed.

13.9 Administrative tasks performed at RPN 3 and 6 levels generally will be incorporated into positions that also contain tasks that are from other areas (eg. in a position that involves both administrative and clinical work). However, temporary positions performing only administrative tasks are likely to be developed for specific projects for specified time periods.

13.10 While on RPN 3 positions in the clinical stream have been identified in the nursing and direct care review, it is expected that such positions will be identified and/or developed as required. These positions will not be ward based.

13.11 It is considered that the Unit Manager has a direct role that combines both the functions of an expert clinical practitioner and manager of a ward.

13.12 Clinical Manager positions will be in charge of a program that is not ward-based.

13.13 Although at RPN-2 level the roles of Clinician and Deputy Unit Manager are distinct, all RPN-2 level nurses are considered primarily to be

advanced practitioners and, from time to time, might be required to assume either of the roles, according to the needs of the facility. Nurses at this level may be required to assume ward or program supervisory responsibility for a span of duty.

14. Registered Psychiatric Nurse - work level standards

14.1 RPN-1 - definition.

Positions require a knowledge of psychiatric nursing principles and practices as provided by the current mandatory basic course, and decision-making is required consistent with the extent of this knowledge. RPN-1 nurses are professionally accountable for these decisions.

14.2 RPN-2 - features

14.2.1 Positions perform tasks according to established procedures, specific guide lines and standard instructions from more senior nurses. Positions at this level may be required to select certain methods or procedures to meet client needs.

14.2.2 Positions at this level will work within a psychiatric nursing team and receive general supervision from a more senior nurse (RPN-3 or above). In all cases, there is a ready source of nursing advice in the event of unusual incidents or the requirement for specialised nursing knowledge.

14.2.3 Included at this level are newly registered RPN's and the more experienced practitioner whose work contribution increases as experience and knowledge are gained. More experienced RPN-2 nurses may require only limited direction in their day-to-day activities.

14.2.4 Positions may be required to provide peer support to newly registered RPN's, and may oversee the work of PSEN's according to ward policies and the instruction of the Senior Nurse.

15. RPN-2 - typical duties.

Within the context of the definitions above, the following duties have been assessed as being able to be undertaken by RPN's at this level. Note that no single duty can be used as the final determinant of job level.

15.1 Undertake mental state, social and physical assessments of clients, which will lead to a recommendation of a course of action being taken such as the formulation of individual programme plans or nursing care plans.

15.2 Assist in the provision of an environment conducive to the physical, emotional and social well-being of clients.

15.3 Prepare nursing case management strategies for clients.

15.4 As a co-therapist, be involved in running psycho-dynamic groups.

15.5 Assess the effects of and on the authority of a medical officer/psychiatrist, and within the bounds of professional nursing practice, administer drug therapies.

15.6 Undertake counselling and therapy of clients, and provide specific rehabilitative or education projects with clients.

15.7 Act as advocate for clients within the facility, and with relevant community agencies such as special accommodation houses and the Commonwealth Employment Service.

15.8 According to ward and facility policies, provide assistance during psychiatric or medical emergencies.

15.9 According to ward policies, prepare for the client's discharge by making suitable arrangements for on-going out-patient services, local doctor and CPN visits, and medication supplies, etc.

15.10 Take blood as required (eg. to monitor medication levels).

15.11 Oversee the provision of basic nursing care by PSEN's.

15.12 Assist in the orientation and training of student nurses when directed by the Senior Nurse in charge of the ward or program.

15.13 Conduct daily living skills and activities groups (eg. cooking, budgeting), observe client interaction and record participation.

16. RPN-3 - definition.

At this level, positions utilise the knowledge gained from the basic RPN course, which has been consolidated by a range of relevant work experience, usually at least two years.

16.1 RPN-3 - features.

16.1.1 Clinical duties at this level will include more complex tasks than at Level 1. Positions operate with a higher degree of clinical autonomy and will be required to handle all the commonly occurring situations or cases within their area of practice. Positions also may utilise a knowledge of nursing systems and service delivery structures to deliver specialised services in some areas.

16.1.2 Positions at this level will undertake the duties of an advanced practitioner. Typically, they will lead a nursing team on a shift, but there is scope for positions at this level in a clinical area who do not necessarily supervise other nurses. Community-based positions receive clinical guidance, where necessary, from a more senior CPN, but are expected to be adept at making mental status assessments of clients, including new clients not previously seen by a doctor. In all cases, positions receive general direction from and report direct to a more senior nurse (RPN-3 or above) who has overall accountability for the care or program.

16.1.3 Positions at this level will be accountable for decisions made on clinical or ward management matters according to professional practice and facility/PSB policies. Positions at this level will determine day-to-day matters and report regularly to a more senior nurse.

16.2 RPN-3 - typical duties.

Within the context of the definitions above, the following roles within each work area have been assessed as being able to be undertaken by RPN's at this level. However, particular positions may combine duties from more than one role. Note that no single duty can be used as the final determinant of job level.

16.2 Deputy Unit Manager.

16.2.1 Undertake nursing assessments and independently institute a nursing care plan for clients and staff. This includes supervising other nursing staff involved (if any), coordinating various treatment components and liaising with other professional staff.

16.2.2 Conduct complex group therapy such as psycho-dynamic groups. At this level, positions assess clients' suitability, choose the actual form of therapy, train and instruct their peers in therapeutic techniques, and supervise the co-therapist.

16.2.3 Assist a RPN-4 or above to whom the position reports to develop and implement the philosophy and objectives of a ward or client care program.

16.2.4 Provide clinical supervision to RPN- 1's and RPN-2's, RPN students, PSEN's and any other ward staff, and allocate tasks on the basis of the available staff s knowledge and developmental needs, and to meet the standard of nursing care in the ward as defined by the Unit Manager.

16.2.5 On a shift for which the position is responsible for the ward or program, co-ordinate the provision of non-nursing functions to the workplace. Oversee the activities of non-nursing staff while in the ward to ensure relevant standards are met.

16.2.6 Contribute to the development of RPN practices and procedures and provide guidance and informal training on the shift to subordinate staff working in the ward or program area.

16.2.7 Establish the psychiatric nursing service delivery priorities in the work setting, for the shift.

16.2.8 Ensure the accurate documentation of client records during the shift.

16.3 Clinician.

16.3.1 Undertake nursing assessments and independently institute a nursing-care plan for clients and staff. This includes supervising other nursing staff involved (if any), coordinating various treatment components and liaising with other professional staff.

16.3.2 Conduct complex group therapy such as psycho-dynamic groups. At this level positions assess clients' suitability, choose the actual form of therapy, train and instruct their peers in therapeutic techniques, and supervise the co-therapist.

16.3.3 Assist a RPN-4 or above to whom the position reports to develop and implement the philosophy and objectives of a ward or client care program.

16.3.4 Following assessment by or in conjunction with a medical officer, undertake nursing assessments of severely disturbed psychiatric clients and independently institute a range of measures to stabilise each client's psychiatric and physical symptoms.

16.3.5 Undertake specifically designated and more complex rehabilitative or education projects with clients that would not be undertaken by RPN-1's.

16.3.6 Ward-based positions of this type would be specifically designated and would report direct to a RPN-4, Unit Manager.

16.4 Community Psychiatric Nurse.

16.4.1 Undertake mental, social and physical assessments of clients in the workplace or in the community that will lead to recommendation of a course of action being taken (such as hospitalisation) and possible formation of psychiatric diagnosis by a psychiatrist.

16.4.2 On the authority of a medical officer/psychiatrist, administer and assess effects of intramuscular psychotropic medications.

16.4.3 Undertake home visits to clients in the community.

16.4.4 Take steps to resolve or ameliorate emotional distress of clients.

16.4.5 Undertake counselling and therapy of clients.

16.4.6 Undertake community agency consultation and education.

16.4.7 Develop particular community projects under supervision or with assistance from a more senior nurse.

16.4.8 Undertake specific rehabilitative or educational projects with clients.

16.4.9 Prepare nursing case management strategies for clients being assessed or receiving counselling or therapy.

16.4.10 Provide support to chronic clientele (ie. those with little chance of any marked improvement).

16.4.11 Refer clients to other mental health professionals or human service agencies in the community.

16.4.12 Act as advocate on behalf of clients with relevant community agencies.

16.4.13 Assess level of urgency in situations of psychiatric crisis assessment and undertake a course of action to resolve or ameliorate the crisis accordingly.

16.4.14 Maintain an already established residential living program that houses psychiatric clients, providing support and counselling as well as assistance with daily living skills to enable them, to live independently in the community, and assessing the clients to make sure they are suitable to live together.

16.4.14 Co-ordinate a moderate clinic, involving the organising of staff to administer medication, ensuring that clients are followed up if they fail to attend the clinic and making recommendations regarding the staff resource requirements required to provide an efficient moderate service.

17. RPN-4 - definition.

Positions utilise basic RPN training and a substantial period of work experience (usually at least five years) to achieve expert knowledge of RPN practices and procedures. Positions may utilise relevant post-basic studies to ensure the achievement of RPN standards across a work area, program or clinical speciality for which the position is responsible. Nurse Educator positions may be required to hold a recognised nurse education qualification according to VNB regulations.

17.1 RPN-4 - features

17.1.1 Positions at this level undertake the most complex 'hands-on' clinical practice in this structure. Community or facility nurses at this level will be experts whose clinical judgements will be recognised as authoritative. In clinical matters, positions will undertake the full range of cases within their area of practice and neither will require nor receive clinical guidance from a more senior nurse. Non-clinical project and program positions will have carriage of complex matters without requiring technical advice, guided only by the broad policy constraints of the facility's nursing department. Unit manager positions will be expected to independently manage all nursing services in an area and provide leadership to staff in clinical matters. Nurse educators utilise their expert knowledge to instruct students in the practical and theoretical aspects of their course.

17.1.2 Positions are professionally accountable for their nursing decisions, RPN-3s in charge of wards or programs will manage their areas with independence, and will be accountable to the nursing executive for the delivery of a high quality psychiatric nursing service. Positions will participate in peer reviews and will report as required on the areas under their control. Direct supervision is not compatible with the high level of expertise expected of positions at this level.

17.3 RPN-4 - typical duties.

Within the context of the definitions above, the following roles within each work area have been assessed as being able to be undertaken by RPN's at this level. However, particular positions may combine duties from more than one role. Note that no single duty can be used as the final determinant of job level.

17.4 Unit Manager.

17.4.1 Manage the provision of psychiatric nursing services in a ward to enable the effective utilisation of available resources to achieve ward and facility objectives.

17.4.2 Provide the highest level of 'hands-on' clinical practice and advice and participate in the delivery of care.

17.4.3 Participate in the development of psychiatric nursing policy and procedures relating to the ward and the facility as a whole.

17.4.4 Manage the provision of all nursing and non-nursing services to the ward.

17.4.5 Co-ordinate the provision of mental health professional services to clients.

17.4.6 Maintain standards of professional psychiatric nursing care and promote the training and professional development of all nursing staff on the ward.

17.4.7 Ensure that the relevant provisions of the Mental Health Act 1996 are followed.

17.4.8 Monitor and evaluate ward program activities and outcomes and report as required to the facility's nursing executive on progress towards objectives, resourcing difficulties, staff training requirements, emerging clinical issues that may be addressed across a number of wards, etc. Develop and manage change as appropriate.

17.4.9 Supervise maintenance of client records by ensuring that ward staff complete all necessary paperwork.

17.4.10 Ensure that staffing rosters and staff deployment are organised to achieve effective program delivery and efficient use of staff resources.

17.5 Clinical Manager.

17.5.1 Manage and participate in the activities of a significant clinical non-ward based program, including establishing the parameters of services, clinical standards and -Program objectives, and ensuring effective resource utilisation.

17.5.2 Provide clinical leadership and program guidance to subordinate nurses working in the program.

17.5.3 Monitor and evaluate program outcomes and develop and manage changes as appropriate.

17.5.4 Liaise and negotiate with significant facility, and community-based agents regarding the program.

17.6 Clinical Specialist

17.6.1 Undertake clinical consultancy and provide direct care in wards or direct-care programs as a sole practitioner reporting to a more senior clinical manager. The primary focus is clinical services to clients.

17.6.2 Conduct research projects into clinical matters under the broad direction of a more senior clinical manager.

17.6.3 Utilise advanced clinical nursing knowledge and skills to influence quality of care within a specialised aspect of nursing practice across a number of wards or programs (eg. infection control).

17.6.4 Be responsible for maintaining state of the art knowledge of the nursing speciality.

17.6.5 Contribute to the training and development of nursing and direct-care staff regarding the speciality area.

17.7 Community Nurse - Student Co-ordinator.

17.7.1 Plan and control or co-ordinate the placement of nursing students in the work setting.

17.7.2 Be responsible for establishing placement objectives, supervisory guide lines and allocation of staffing resources to the task of student supervision.

17.7.3 Undertake associated organising, liaison and monitoring duties.

17.7.4 Develop supervision practices and procedures and training of field staff to be involved in supervision of students.

17.7.5 Undertake a community nursing caseload.

17.8 Community nursing - team leader.

17.8.1 In work settings with up to two subordinate CPN positions, undertake planning, control and co-ordination of CPN functions within the work setting, in a particular sub-discipline or across a number of sub-disciplines.

17.8.2 Undertake associated organising, liaison, monitoring and service development duties.

17.8.3 Provide nursing supervision for subordinate CPN staff.

17.8.4 Develop CPN practices and procedures, and undertake training of field staff.

17.8.5 Advise administrative coordinator on appointment of nursing staff to the team.

17.8.6 Establish CPN service delivery priorities in the work setting.

17.8.7 Undertake the development of sub-discipline procedures and practices in the work setting and training of staff.

17.8.8 Establish priorities in delivery of CPN services within the sub-discipline for the work setting, in conjunction with senior staff of other professions in the work setting.

17.9 Community nurse - developer of residential living program.

17.9.1 Establish and maintain a residence to house psychiatric clients.

17.9.2 Obtain funds for the purchase/rental of accommodation.

17.9.3 Find appropriate accommodation.

17.9.4 Identify and monitor staff resource requirements (ie. the number and type of staff required to enable the clients to look after themselves and live independently in the community). Types of staff may include CPN's, therapists and social workers.

17.10 Community nurse - manager of crisis intervention program

A crisis intervention program involves making staff available to respond to urgent requests for assistance in the community (eg. a disruptive client in a public place or a suicide threat). Typically, a two-person team (two nurses or a nurse and a social worker) would go out to assess the situation and take whatever action required. The management of the service involves:

17.10.1 Rostering of staff to requests for assistance.

17.10.2 Determining the extent of service required for the catchment area serviced by the workplace (ie numbers of hours per week and number and type of staff).

17.10.3 Marketing the service to the community.

17.10.4 Ensuring that the service is responsive to the needs of the catchment area without disrupting the clinic/workplace routines.

17.11 Nurse educator.

17.11.1 Prepare and conduct lectures, tutorials, laboratory work, workshop skills training or small group discussions in allocated areas of the syllabus for basic and post-basic student nurses.

17.11.2 Evaluate student progress. This includes acting as an Examiner for the VNB for the external examination of Student Nurses.

17.11.3 Contribute to development and evaluation of the curriculum for student RPN's.

17.11.4 Co-ordinate the program for allocated intake groups of student nurses.

17.11.5 Contribute to the on-going development of nursing education and practice by having input to internal and external committees and working parties.

17.11.6 In the clinical work setting, facilitate the effective transfer of student RPN's' theoretical learning into practical experience through the provision of clinical education sessions and supervision of the students' nursing practice, and provide a structured program of education and ward experience to general nursing students during their clinical psychiatric nursing placement.

17.11.7 Undertake direct client care in order to act as role model for students and create learning situations for students by role-playing where actual experience is not available.

17.11.8 Negotiate with schools of nursing and student nurses regarding the number and dates of clinical placements to be undertaken under the teacher's supervision.

17.11.9 Answer queries from student nurses regarding the interpretation of the Nurses Act 1993 and VNB.

17.11.10 Provide counselling and advice to student nurses in relation to their academic progress and course regulations.

17.11.11 Organise external placements for student nurses, including at community-based settings.

17.11.12 Organise education visits for student nurses.

17.12 Nursing administrator.

17.12.1 Undertake research into complex non-clinical nursing matters under the broad direction of a more senior nurse (eg. alterations to Fostering methods, changes to incident reports, introduction of computerised client records and introduction of staff-appraisal guide lines).

17.12.2 Implement administrative changes of the above type by liaising with unit managers and nurses managing other clinical programs, explaining new systems to affected staff and reporting the outcomes of implementation to more senior managers.

17.12.3 Provide information sessions/seminars and assistance to staff in other facilities undertaking similar projects.

18. RPN-5 - Definition.

Positions will utilise clinical and administrative knowledge based on further reading and study over the years (and/or post-basic qualification), and enhanced by many years of appropriate RPN work experience.

18.1 RPN-5 - Features.

18.1.1 Positions at this level involve significant problem-solving activities that may require considerable understanding and interpretation of facility and departmental policy. RPN-4 nurses typically are involved in the development of complex nursing programs or curricula. Clinical and non-clinical projects or programs would be of such breadth as to have implications for all nursing services within the facility as a whole, usually involving the development of adaptations to the way work is performed.

18.1.2 Positions may provide a consultancy to ward-based staff in an area of expertise, but would not directly supervise unit managers or their subordinates. Project positions may supervise small teams of RPN's working on clinical or nursing services support developmental matters. In community settings, RPN-4 nurses would lead small teams in a multi-disciplinary setting or be responsible for the development of PSB programs for a defined catchment area. Educators at this level would provide high level assistance to the positions with regional responsibility for RPN education.

18.1.3 Positions are senior nurses who will independently undertake their duties according to broad policy guide lines and professional standards. Positions will set objectives and negotiate their acceptance with the nursing executive, and report in terms of progress towards these objectives. At this level, RPN positions are typified by substantial responsibility for an area of nursing practice as outlined in the role statements below.

18.2 RPN-5 - typical duties.

Within the context of the definitions above, the following roles within each work area have been assessed as being able to be undertaken by RPN's at this level. However, particular positions may combine duties from more than one role. Note that no single duty can be used as a final determinant of job level.

18.3 Clinical Consultant

18.3.1 Provide high level clinical consultation and advice to unit managers or nurses managing programs.

18.3.2 Develop, establish, maintain and evaluate a specialist clinical program, such as a psycho-geriatric or rehabilitation program, across a number of wards/facilities. The primary focus is program development, rather than delivery of clinical services to clients.

18.3.3 Provide a RPN consultancy service regarding specialist programs as required to other hospitals and/or public sector and voluntary health service agencies.

18.3.4 Be responsible for maintaining state of the art knowledge across a broad area of expertise.

18.3.5 This position might supervise a small team of nursing staff.

18.4 Community nursing - team leader

18.4.1 Undertake direction of a team of at least three subordinate Community RPN's working in a multi-disciplinary setting where overall direction of the workplace is undertaken by a higher level community position.

18.4.2 Supervise work of subordinate CPN staff.

18.4.3 Co-ordinate work of the CPN team.

18.4.4 Provide input to mental health policy development in the community workplace.

18.4.5 Monitor and evaluate adequacy of the CPN services provided.

18.4.6 Undertake co-ordination, planning, development and liaison functions in the workplace on behalf of CPN team.

18.4.7 Recruit CPN staff.

18.4.8' Undertake administrative work for the CPN team.

18. 4.9 Establish priorities for CPN service delivery in the workplace.

18.5 Community nurse - developer of psychiatric branch programs.

18.5.1 Develop PSB programs for a defined catchment area, which often might be geographically distant from other psychiatric services (eg. a country town).

18.5.2 In addition to undertaking the full range of community psychiatric training activities without clinical guidance from a more senior nurse to whom the position reports, the position would have responsibility for establishing priorities for community psychiatric nursing and clinical service delivery and for the development of psychiatric service provision in the area.

18.6 Night Supervisor (small-medium facility).

18.6.1 Undertake the management of a small to medium facility at night, according to policies and procedures established by the facility executive, to ensure that a high standard of operation and service delivery is provided to clients.

18.6.2 Take responsibility for all nursing and direct-care matters, including clients and staff, in the event of any psychiatric/medical emergency or any other incident and instigate remedial action.

18.6.3 Provide authoritative clinical and nursing administrative guidance and supervision to nursing staff.

18.6.4 Ensure that there are adequate staff and other resources available to all areas at the facility at night to maintain service quality.

18.6.5 Provide a contact point, and advice and counselling where appropriate, for members of the public or others who may contact the facility during the night for a broad range of matters (eg. admissions, etc.).

18.7 Nurse Educator.

18.7.1 Provide administrative support to a RPN-6 nurse educator in coordinating RPN education programs and curriculum development at a number of nurse education centres.

18.7.2 Carry out aptitude testing of aspiring student RPN's to comply with standards set by the VNB.

18.7.3 As part of a regional team of nurse education officers, co-ordinate the development and preparation of allocated sections of the curriculum to comply with VNB standards.

18.7.4 Supervise or monitor the development and implementation of allocated sections of the curricula.

18.7.5 Assist the head of the school in the overall management of the school (eg. by establishing appropriate record-keeping systems).

18.8 Nursing Administrator.

18.8.1 Direct and supervise the project work of RPN's in non-clinical areas, including allocating projects to staff, setting deadlines and acting as a consultant when problems are encountered.

18.8.2 Initiate the development of such projects and negotiate their acceptance with the nursing administration (eg. patient dependency studies, the investigation of ward-based rosters, etc).

18.8.3 Negotiate with senior nursing, medical and administrative staff in the facility to gain acceptance for major policy and procedure changes.

18.8 RPN - grade RPN-6 - definition.

Positions are senior RPN Managers who have a thorough knowledge of the RPN profession and will have considerable proficiency in the art of management in a substantive role. Positions with a clinical focus at this level would have knowledge commensurate with a recognised State-wide expertise in an area of RPN practice.

18.9 RPN - grade RPN-6 - features.

18.9.1 At this level, guide lines may be unclear and policies ill-defined, involving major intellectual challenge to resolve nursing service delivery problems or undertake research and development projects.

18.9.2 Positions either will manage the total nursing function in the nominated small facilities or community services provided by nursing only teams, or direct a substantial clinical area across an entire facility, or administer a school of nursing.

18.9.3 Positions are bound by PSB policies and practices and are subject to executive management direction only. Within areas of practice as outlined below, positions will be able to commit the facility or education service within the constraints of the executive management model to a particular course of action or nursing policy. Positions at this level therefore are expected to lead the investigation of major mental health issues and develop strategies to overcome problems affecting the nursing department/school/community service. Also included at this level are senior nurse managers, who may share accountability for the management of the nursing service with the Director of Nursing (DON) (eg. Night Supervisors in large facilities and Assistant Directors of Nursing in medium, to large facilities).

18.10 RPN-6 - typical duties.

Within the context of the definitions above, the following roles within each work area have been assessed as being able to be undertaken by RPN's at this level. However, particular positions may combine duties from more than one role. Note that no single duty can be used as a final determinant of job level.

18.11 Nurse manager - clinical area.

18.11.1 Monitor the facility environment, nursing practices and patterns of care to ensure that high levels of clinical nursing standards are established and maintained. This may involve nursing research being conducted by a RPN-6 or other RPN clinicians. The position at this level then would make proposals to senior service management to improve clinical standards and efficient use of staff (eg. effective bed utilisation across a substantial facility).

18.11.2 Having regard to facility-wide trends, initiate and implement clinical audits.

18.11.3 Develop the psychiatric nursing functions within the service by chairing various committees (eg. infection control, clinical emergency, safe manual-handling issues, nursing audit and nursing practice, etc.).

18.11.4 Provide leadership in implementing change to nursing philosophies and practices and assist other nurse managers and practitioners within the facility to achieve their clinical goals.

18.11.5 Assist in the professional development of psychiatric nursing within the facility by providing career guidance to other RPN's, and ensure

that staff have access to clinical areas that will enhance their professional development.

18.12 Community Nurse - manager of community department or clinic.

18.12.1 Manage and be fully responsible for delivery of psychiatric and CPN services in a centre staffed by at least three subordinate CPN's, with any other disciplines being available on a part-time or sessional basis only for referral of specific cases if required.

18.12.2 Plan, develop, organise and monitor delivery of PSB programs for the department or clinic's catchment area in accordance with policies, practices, programs and resource allocations to the CPN service prepared jointly with regional psychiatric services management.

18.12.3 Participate in major human service delivery developments in the region (eg. community health) as the representative of psychiatric services.

18.12.4 Undertake evaluation of services provided by the centre to facilitate the best use of allocated resources and representation of psychiatric services in regional initiatives.

18.12.5 Advise regional planners on psychiatric service delivery issues.

18.13 Night Supervisor (large facility).

Typical duties are the same as for the RPN-7 Night Supervisor. Positions at this level will perform these tasks in larger facilities with higher staff numbers, more in-patient clients and hence higher levels of responsibility for the position in charge at night.

18.14 Nurse Educator - head of education centre.

18.14.1 Administer nurse education for basic and post-basic students at a school of nursing.

18.14.2 Manage and be responsible for the development, implementation and evaluation of curricula for basic and post-basic nurse training within a school.

18.14.3 Monitor and review the work performance of Nurse Education Officers, Grade 2 and ensure that the performance of all nurse educators within a school is appropriately monitored.

18.14.4 Manage the human and physical resources of the school of nursing.

18.14.5 Ensure that the selection of student nurses for the school follows established policy and is carried out appropriately.

18.15 Nurse Manager - administration area.

18.15.1 Under the direction of the Director of Nursing (medium to large facility), provide leadership in allocation and monitoring of nursing resources to most effectively meet service delivery requirements.

18.15.2 Manage the recruitment and retention of nursing staff according to VPS guide lines and PSB policies.

18.15.3 Play a professional leadership role in the effective forward planning of nursing services.

18.15.4 Monitor the non-clinical nursing operations of the facility, and meet emerging needs by initiating changes to systems and procedures. Positions may initiate special projects (either short - or long-term), which may be carried out by subordinate nurses.

18.16 Nurse manager (designated units).

18.16.1 Under the direction of the Director of Nursing, manage the nursing services in a specified section of the facility, and involving a significant number of units or equivalent spread of responsibility.

18.16.2 Monitor the standards of clinical practice, program efficiency and effectiveness, and report as required to the facility's executive.

18.16.3 Provide professional oversight and guidance on RPN-3s in charge of wards and programs, and ensure that staff development needs are met across the areas for which the position is responsible.

18.16.4 Initiate and monitor administrative systems to allow the full use of available nursing resources to meet client needs.

18.17 Director of Nursing (small facility).

18.17.1 Be responsible for the overall functional and line management of nursing services and resources.

18.17.2 Promote the development and enhancement of the participation and skills of nurses and other direct-care staff in accepting and responding to changes that are occurring in the development of psychiatric services.

18.17.3 Be responsible for the development and preparation of policy and guide lines pertaining to all - aspects of psychiatric nursing and related direct-care service delivery within a small PSB service (as defined), and for the provision of high level psychiatric nursing advice to other members of the facility's executive.

18.17.4 Represent the total RPN function on the facility executive and negotiate at senior levels for the adequate resourcing of the RPN clinical function and its associated activities.

18.17.5 Ensure the RPN services are of the highest possible quality across the facility through establishing effective reporting relationships between ward, community and Nurse Managers.

18.17.6 Participate as necessary in the negotiation of local industrial relations issues and report to senior PSB management in the event of major disputes.

18.17.7 Provide professional leadership to all RPN's and other nursing staff in the facility, and encourage staff development and retention.

19. RPN-7 - definition

Positions are senior RPN Managers who have a thorough knowledge of the RPN profession and will have considerable proficiency in the art of management in a substantial role.

19.1 RPN-7 - features.

19.1.1 At this level, guide lines may be unclear and policies ill-defined, involving major intellectual challenge to resolve nursing service delivery problems or significant nurse education issues.

19.1.2 Positions either will manage the total nursing function in the nominated medium facilities or administer nurse education throughout a region.

19.1.3 Positions are bound by PSB policies and practices and are subject to executive management direction only. Positions will be able to commit the facility or education service to a particular course of action or nursing policy. Positions at this level therefore are expected to lead the investigation of major mental health issues and develop strategies to overcome problems affecting the nursing department's or region's education service.

19.1.4 Work at this level is distinguished from that of RPN-5s by the size of the nursing service managed and the span of control across a region for the RPN education function.

19.2 RPN-7 -typical duties.

Director of Nursing (Medium Facility).

19.2.1 Be responsible for the overall functional and line management of nursing services and resources.

19.2.2 Promote the development and enhancement of the participation and skills of nurses and other direct-care staff in accepting and responding to changes that are occurring in the development of psychiatric services.

19.2.3 Be responsible for the development and preparation of policy and guide lines pertaining to all aspects of psychiatric nursing and related direct-care service delivery within a medium

Psychiatric Services facility (as defined), and for the provision of high level psychiatric nursing advice to other members of the facility's executive.

19.2.4 Represent the total RPN function of the facility executive and negotiate at senior levels for the adequate resourcing of the RPN clinical function and its associated activities.

19.2.5 Ensure the RPN services are of the highest possible quality across the facility through establishing effective reporting relationships between ward, community and nurse managers.

19.2.6 Participate as necessary in the negotiation of local industrial relations issues and report to senior PSB management in the event of major disputes.

19.2.7 Provide professional leadership to all RPN's and other nursing staff in the facility, and encourage staff development and retention.

19.3 Principal Nurse Education Officer.

19.3.1 As head of a regional school and as the most senior level of Nurse Educator in the PSB, provide authoritative professional leadership in identifying direct-care staff education/training needs and develop appropriate resources.

19.3.2 Provide policy advice to the Principal Nurse Adviser on nurse education and direct-care staff training for the region.

19.3.3 Engage in course design, curricula development and education strategies with external educational bodies to access basic and on-going training for all direct-care staff in the region. Undertake regional manpower planning for educational purposes.

19.3.4 Be accountable for all RPN education across a region.

19.3.5 In accordance with VNB and PSB requirements, design a theoretical and clinical education curriculum for student RPN's and ensure appropriate Organisation and standards for clinical placements within a region.

19.3.6 Manage relevant human and material resources.

19.3.7 Negotiate with psychiatric, general health and community facilities to arrange suitable placements for student RPN's

19.3.8 Prepare a program of theoretical education and clinical placements each year for each student RPN within the region, to meet the VNB requirements.

19.3.9 Determine processes for design, construction, evaluation and revision of curricula or parts of curricula pertaining to RPN education.

19.3.10 Ensure that curriculum requirements are being met, and promote consultation between Nurse Educators and senior hospital-based RPN's who are involved in both the theory and clinical components of RPN training.

19.3.11 As the most senior level of Nurse Educator in the PSB, meet with other Nurse Educators at this level to formulate suggestions and recommendations pertaining to policies and professional standards for RPN education in Victoria, for submission to the Principal Nurse Adviser.

19.4 RPN-7 - definition.

Positions at this level are in charge of the largest PSB psychiatric nursing services and are the most senior RPN managers in Victoria. Positions thus will utilise the highest level of knowledge and skills in managing the RPN function in large mental health facilities.

19.5 RPN-7 - typical duties.

Director of Nursing (large facility)

19.5.1 Be responsible for the overall functional and line management of nursing services and resources.

19.5.2 Promote the development and enhancement of the participation and skills of nurses and other direct-care staff in accepting and responding to changes that are occurring in the development of psychiatric services.

19.5.3 Be responsible for the development and preparation of policy and guide lines pertaining to all aspects of psychiatric nursing and related direct-care service delivery within a large psychiatric services facility (as defined), and for the provision of high level psychiatric nursing advice to other members of the facility's executive.

19.5.4 Represent the total RPN function on the facility executive and negotiate at senior levels for the adequate resourcing of the RPN clinical function and its associated activities.

19.5.5 Ensure the RPN services are of the highest possible quality across the facility through establishing effective reporting relationships between ward, community and Nurse Managers.

19.5.6 Participate as necessary in the negotiation of local industrial relations issues and report to senior PSB management in the event of major disputes.

19.5.7 Provide professional leadership to all RPN's and other nursing staff in the facility, and encourage staff development and retention.

19.6 RPN-7 - Principal Nurse Adviser definition.

The position is accountable for the planning and development of the profession of psychiatric nursing in the context of PSB policy and program directions. The position advises the Manager, PSB and generates policies that impact on RPN services provided in the field. However, the Principal Nurse Adviser does not have line authority over RPN-5, RPN-6 and RPN-7 Nurse Managers.

19.7 RPN-7 - typical duties.

19.7.1 Provide a focus for policy development and analysis, service planning and program development in relation to psychiatric nursing in Victoria.

19.7.2 Provide the central focus and professional leadership for psychiatric nursing and direct-care services, including the enhancement of direct-care services, philosophies, objectives, workforce needs and education requirements.

19.7.3 Provide major professional input into the development of policy and programs for psychiatric services and into state-wide service-planning activities.

19.7.4 Undertake workforce planning and evaluation of RPN education and training requirements to ensure that PSB policy objectives can be met. Similar consultancy will be given in relation to other direct-care categories, including PSEN and PSO.

19.7.5 On a state-wide basis, set and evaluate nursing standards within the PSB and negotiate with Directors of Nursing to ensure that these standards are implemented throughout facilities and community settings.

19.7.6 Decisions made by the position will influence the direction and development of psychiatric nursing, and will require the position to engage in sensitive discussions and negotiations at the most senior levels with the PSB.

B. PSYCHIATRIC STATE ENROLLED NURSES

1. Psychiatric State Enrolled Nurse - group standard.

1.1 Psychiatric State Enrolled Nurses (PSEN) are part of the nursing team and perform their duties under the supervision of RPN's. The degree of supervision will depend on the skills and knowledge of the PSEN and the complexity of the nursing care required by the client. For example, in straightforward cases, an experienced PSEN may undertake routine nursing tasks without direct supervision by the RPN with overall responsibility for the client (eg. making and recording observations). In more complex cases (eg. treating an acutely disturbed client), the PSEN will be directed to undertake certain aspects of nursing care by the responsible RPN, who will supervise these activities directly.

1.2 PSEN's are deployed in a wide range of work settings, but always under the supervision of a RPN. These settings may include psychiatric in-patient services, hostels and other settings where services are provided to persons who are mentally ill.

1.3 No client will be treated solely by a PSEN. Services to each client will be determined by a team, which could include a RPN, a Medical Officer or another qualified professional.

1.4 PSEN's perform a range of functions according to work setting and client needs. Their aim is to ensure the physical and psychological well-being of the client.

2. Areas of practice

2.1 basic nursing observations, recording and reporting (temperature, pulse, respiration, blood pressure, weight, fluid balance, nutritional intake);

2.2 attending to clients' physical needs (bathing, toileting, feeding, skin and pressure area care, exercise);

2.3 participating, within the bounds of PSEN knowledge, in therapeutic, counselling and rehabilitation activities;

2.4 assisting in the creation of safe, stable and therapeutic environments for clients;

2.5 provision of first aid.

3. Psychiatric State Enrolled Nurse - work level standards.

3.1 PSEN-1 - definition.

Under the supervision of a RPN and as part of the nursing team, positions at this level provide routine nursing care to clients according to established procedures, specific guide lines and standard instructions.

3.2 PSEN-1 - features.

3.2.1 PSEN's will be required to utilise their knowledge of anatomy and physiology, drug and other therapeutic regimes, legal and ethical obligations, and commonly met psychiatric conditions. This knowledge is gained from SEN training and structured work experience in psychiatric settings and/or the new post-basic course.

3.2.2 Positions will carry out routine nursing procedures under the general supervision of a RPN. More complex nursing matters will be undertaken under direct supervision by a RPN

3.2.3 Positions are expected to recognise independently the limits of their competence and notify a RPN of any occurrences that require expertise beyond that of a PSEN.

3.3 PSEN-1 - typical duties.

3.3.1 Establish and maintain a rapport with clients that will contribute to clients' therapeutic treatment/activities. This involves the PSEN behaving and communicating in a manner appropriate to the needs and demands of clients, based on a basic understanding of common psychiatric illnesses and disabilities. Examples include speaking calmly and quietly to a client prone to agitation, responding appropriately to an hallucinating client, dealing constructively in daily matters with clients suffering from depression and lack of self-esteem, and maintain a consistent and appropriate relationship with clients.

3.3.2 Make routine observations of a client's temperature, pulse, respiration and blood pressure, and record and report this data to a RPN according to standard procedures. Positions will recognise abnormalities

that may need to be addressed more urgently than dictated by the standard procedures, and such cases will be immediately notified to the RPN in charge.

3.3.3 Undertake routine general observations of clients, including clinical observation of therapeutically administered treatments (eg. general physical condition, effects of medication) and report any changes in the patient's physical and psychological condition.

3.3.4 Provide basic physiological nursing care, including bath, shower or sponge, assistance in toileting, care of skin, hair, tooth and nails, positioning of clients, assistance in the passive or active exercise of clients, and provision of adequate food and fluids.

3.3.5 Teach clients to attain independence in the above areas of self-care.

3.3.6 Make beds and ensure that linen supplies to the ward are adequate.

3.3.7 Assist in routine admission procedures when a new client enters the ward (eg. record client's property and clothing, and take valuables to trust office as necessary; where appropriate, order and distribute personal provisions, such as toiletries).

3.3.8 Welcome clients to the ward, and orient them to ward routine. Explain ward routine to family/friends of clients.

3.3.9 Contribute to the maintenance of a safe, stable and therapeutic environment for clients by recognising and removing potential hazards, and making suggestions regarding the physical surrounds (eg. recommending purchase of special furnishings etc.).

3.3.10 Under direction, carry out basic therapeutic or rehabilitative tasks with clients, either individually or in groups. This may include conducting recreational or social outings, conducting more formal activities, like cooking classes, training in social skills, etc.

3.3.11 When requested by the RPN in charge, accompany clients to appointments outside the ward or facility.

3.3.12 Act immediately in emergency situations according to established procedures and within the bounds of PSEN knowledge (eg. provide first aid in the case of a medical emergency according to ward policy, or assist the RPN in dealing with a psychiatric emergency).

3.3.13 Accurately record and label specimens, such as urine, perform urinalysis and report abnormalities.

4. PSEN-2 - definition.

This level represents the PSEN who works under the supervision of a RPN and, as part of a nursing team, undertakes advanced PSEN duties.

4.1 PSEN-2 - features.

4.1.1 PSEN's at this level operate with relative independence, but always under the supervision of a RPN, and of necessity would have a number of years of experience in the mental health field. The work covers the full range of PSEN practices and involves more complex tasks than at grade 1. Knowledge and skills gained through work experience may be supplemented by in-service training provided by the PSB or the individual facility.

4.1.2 The PSEN at this level will be required to conduct regularly the more complex initial interviews of clients, such as compiling a client history for the development of a nursing care plan and/or patient care strategies, rather than routine admission procedures.

4.1.3 At this level, the PSEN is involved in conducting information or didactic sessions to clients in group situations, rather than one-to-one situations and therefore requires high level interpersonal skills. Group activities derive from team-planning decisions and are of a non-psychodynamic nature (eg. daily living skills, health education).

4.1.4 Positions are expected to lead sessions independently, to record client progress and report on the effectiveness of the activities in meeting client needs. The PSEN at this level is expected to make a substantial contribution to processes determining the content of these sessions.

4.1.5 PSEN grade 2 positions also may work independently under the direction of a RPN in community settings with selected clients or groups that have been assessed by RPN's as generally stable. Work in such community settings would involve the full range of PSB practices.

4.2 PSEN-2 - typical duties.

4.2.1 Conduct more complex initial interviews with clients involving compiling a detailed patient history to assist in the development of individual patient care strategies and to enable the RPN to develop nursing care plans.

4.2.2 Under direction of a RPN or nursing team, plan, independently implement and evaluate activities for clients within the bounds of PSEN knowledge.

4.2.3 Under the direction of the relevant RPN, assist clients living independently in the community to achieve basic self-care and psychological well-being.

C. PSYCHIATRIC SERVICES OFFICERS

1. Psychiatric Services Officer - group standard.

1.1 Psychiatric Services Officer (PSO's) are employed in the Psychiatric Services and Alcohol and Drug Services areas to assist professional staff in the delivery of a range of therapeutic programmes. PSO's are not registered nurses or SEN's, and therefore cannot be utilised to undertake the work classified in the RPN or PSEN.

1.2 PSO duties may be carried out in a range of settings, including psychiatric hospitals and alcohol and drug service centres or in community based programmes. Clients of these services will have varying degrees of psychiatric or mental illness/disability, or alcohol and drug dependency problems, and services will vary according to the needs of each client group.

1.3 All duties of the PSO category will be undertaken under the direct or general supervision (as appropriate) of a qualified professional staff member, such as Therapist, a Social Worker, a RPN or an ADSN.

1.4 Direct care duties undertaken by PSO's in the following functional areas in the delivery of psychiatric services and alcohol and drug services include:

1.4.1 Social work department: the provision of information and practical assistance to clients and their families in relation to income security and material welfare communicating with clients and families about a range of issues, including accommodation, placements and follow up action.

1.4.2 Occupational therapy: the direct participation with clients in programmes and the provision of assistance to clients to enhance their participation in activities and programmes in such areas as vocational training, recreational and social outings, and, related skills development activities.

1.4.3 Physiotherapy: the direct participation with clients in programmes and the provision of services which are concerned with the treatment and prevention of physical injury and diseases affecting movement.

1.4.4 In addition to the direct care duties, in which PSO's will work directly with clients, PSO's may undertake as a secondary component of duties a range of support services to their functional group. Such services include:

1.4.4(a) maintain client records;

1.4.4(b) ordering stores and specialist needs (eg. industrial materials);

1.4.4(c) scheduling clients, recording attendance;

1.4.4(d) transporting clients;

1.4.4(e) maintaining information resources.

1.4.5 In no circumstances is it envisaged that a PSO will be the sole provider of services to clients in the absence of at least broad direction from a relevant professional staff member who has responsibility for the initial assessment, preparation of a client programme plan and on-going identification of client needs.

1.4.6 There is no mandatory qualification for entry into the PSO category.

2. Psychiatric Services Officer - work level standards.

2.1 PSO-1 - definition.

Under the supervision of a more senior PSO or other professional staff, positions at this level provide a variety of direct care services to clients according to established procedures, specific guide lines and standard instructions.

2.2 Psychiatric Services Officer, grade PSO-1 - features.

2.2.1 At this level, activities will be carried out according to direct instructions or straightforward standing procedures, and subject to check or review by the supervisor.

2.2.2 After a period of closely supervised work experience, positions will be required to develop a knowledge of their programme area and how it relates to the client group. On the basis of this knowledge, positions may be required to adapt work patterns/schedules. However, these adaptations will be in line with the overall service programme managed by more senior staff.

2.2.3 Positions at this level may be required to provide reliable data for the supervisor, and/or may have to present this data at case planning meetings.

2.2.4 Positions at this level will work within a single functional area (eg. one department, or within one programme).

2.3 PSO-1 - typical duties.

2.3.1 Accompany clients (from ward to therapy area to outside appointments, on social outings etc.), if necessary according to instructions from the Unit Manager, Nurse Senior or Chief Therapist.

2.3.2 Establish a rapport (eg. by casual chatting, non-judgemental attitude) with clients to assist in their participation in the therapy programme.

2.3.3 Prepare, set up, and maintain physiotherapy equipment, and ensure that the environment is safe for the patients and staff working in it.

2.3.4 Within guide lines established by the supervisor, utilise such physiotherapy equipment as the short wave machine, ultra violet lamp, ultra sound machine and the application of waxbaths and vibration appliances to assist in the rehabilitation of clients. Note the client diagnosis and choice of therapy required is determined by the Physiotherapist.

2.3 Organise and implement social and recreational outings for clients.

2.3.5(a) Provide clerical and housekeeping support to the home department (eg. recording appointments, ordering stores, organising maintenance and repairs).

2.3.5(b) Under routine supervision as to what activities are to be carried out, prepare and run groups for clients including such subjects as cooking, gardening, art, music, games and puzzles etc. Positions may be required to evaluate and report on participants' level of participation and provide encouragement in conjunction with therapist/nurse co-leader.

2.3.5(c) Devise and deliver activities programmes for individual clients, eg. art, needlework and craftwork.

2.3.5(d) Act as advocate for individual clients in gaining access to needed community services.

3. PSO-2 - definition.

Within established procedures and guide lines and under general direction from a more senior PSO or professional staff, positions are regularly required to either:

3.1 undertake the more complex non-nursing direct care functions; or

3.2 perform significant non-direct care duties; or

3.3 contribute to the design and independent implementation of developmental and therapeutic programmes.

4. PSO-2 - features.

4.1 At this level, positions have more latitude in the selection of established techniques without specific instruction from the supervisor. Positions will independently carry out duties on the basis of general direction, and are expected to handle day-to-day issues arising in relation to these activities.

4.2 There is a regular requirement for positions to prepare modifications to programme components based on observation of the effectiveness in meeting clients' needs. Changes would be reported to the supervisor who retains overall accountability for the programme.

4.3 Positions may have responsibility for inducting newly recruited PSO's into the work area, or providing guidance to more experienced PSO's in areas of expertise.

4.4 Positions may be required to work across a range of settings or programmes, or have a breadth of information about the facilities operations which would not be expected at level 1. In addition, positions may be required to liaise on behalf of the agency with outside community groups, government departments, private business etc.

4.5 PSO's at this level generally have had at least four years of relevant experience or at least two years relevant experience and an appropriate qualification.

4.6 PSO's working in such areas as industrial therapy, social work departments, occupational therapy and physiotherapy would be expected to

independently carry out duties on the basis of general direction. Ability to conduct straightforward programmes and handle day-to-day issues arising from them would be gained after several years under close supervision within such areas.

5. PSO 2 - typical duties.

5.1 Under general direction, independently select the activities for and run formal group sessions in such activities as art and craft, music, film, games, physical activities, simple working, basic vocational skills and other independent living skills.

5.2 Manage the activities of an occupational therapy workshop, including supervision of subordinate staff, responsibility for maintenance of the environment and specialist stores, and the development and implementation of suitable programmes under the general direction of an occupational therapist or other professional staff.

5.3 Assist in assessing clients' suitability for certain programmes according to established methodologies.

5.4 Within a psychiatric hospital or an alcohol and drug service facility, establish and maintain effective links between the facility and clients' parents, friends and guardians.

5.5 Provide information and practical assistance to clients and their families in relation to income security and material welfare.

5.6 Liaise on behalf of clients with a broad range of human services agencies and Government departments.

5.7 Within a department (eg. social work), establish and maintain filing systems, records, client statistics, draft correspondence etc.

5.8 Develop and maintain a register of community resources for use in the facility; inform nursing and other staff of the availability of these resources and their suitability for individual clients.

5.9 Participate or assist in the provision of services to clients now living in the community, and where directed by the responsible staff member, deal to finality with day-to-day problems arising in straightforward circumstances (eg. lack of access to transport to available programmes, difficulty in finding accommodation etc.).

5.10 Prepare social history reports on clients' identifying the client's family background, education level, personal needs.

6. PSO-3 - definition

At this level, under the broad direction of professional staff, senior direct-care staff have responsibility for independently running substantial programmes or welfare services for clients.

7. PSO-3 - features

- 7.1 At this level, positions must use considerable judgement in determining courses of action that will impact on services to clients.
- 7.2 As with grade two, positions will be required to prepare modifications to programmes they are involved in delivering. At grade three, these changes will be implemented according to the incumbent's judgement, as the supervisor will not normally provide guidance on day to day issues.
- 7.3 Positions at this level may lead teams of non-nursing direct care workers, and have responsibility for their induction, in-service training, formal assessment and counselling with respect to work performance, and supervision.
- 7.4 PSO's at this level would generally have at least seven years of relevant experience, or at least five years of experience and an appropriate qualification.
- 7.5 Positions may be required to deal with a range of community agencies, government departments, client advocacy groups etc. on matters requiring tact and diplomacy, and a sound understanding of agency and government policy in relation to the provision of services to psychiatric, mentally ill and disabled clients, or clients suffering from alcohol and/or drug dependency.
8. PSO-3 - typical duties
- 8.1 Co-ordinate 'welfare' activities for a significant number of clients in a complex environment.
- 8.2 Independently run a major recreational or social programme, including budgeting, negotiating acceptance of proposals, liaising with outside agencies.
- 8.3 Under direction, co-ordinate the provision of a major therapy programme across a range of settings (eg. a major facility, or between facility and outposted community agencies). Co-ordinate a numeracy and literacy programme between the facility, the clients now living at home, and specialist education staff. The position assists in the selection of suitable clients and co-ordinates all facets of programme delivery.
- 8.4 In a large and/or complex facility, have responsibility for the provision of information on existing community resources for facility staff, clients and their families. At this level, the position is required to have chief responsibility for this function in addition to the Grade two requirement to provide authoritative advice on the appropriateness of these facilities for clients.

D. NON DIRECT CARE EMPLOYEES

1. Skill levels

LEVEL 1

An employee at this level:

Works within established routines, methods and procedures.

Has minimal responsibility, accountability or discretion.

Works under direct or routine supervision, either individually or in a team.

No previous experience or training is required.

Indicative tasks performed at this level are:

General services

Cleaning; attending to a lift, car park or incinerator; basic laundry work and the sorting and packing of linen. Assisting a gardener; basic maintenance work; basic sewing; General Orderly/Porterage/Courier functions in hospitals or other health services.

Laundryhand

Carpark Attendant.

Sorter/Packer of Linen

Hospital Orderly or Cleaner

Assistant Gardener

Maintenance/Handyperson (Unqualified)

All other employees not elsewhere provided for

Food services

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.

Food and Domestic Services Assistant Other Cook

LEVEL 3

An employee at this level:

Works within established routines, methods and procedures.

Has limited responsibility, accountability or discretion.

May work under limited supervision, either individually or in a team.

Possesses communication skills.

Requires on-the-job training and/or specific skills training or experience.

Indicative tasks performed at this level are:

General services

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

LEVEL 3

An employee at this level:

Is capable of prioritising work within established routines, methods and procedures.

Is responsible for work performed with a limited level of accountability or discretion.

Works under limited supervision, either individually or in a team.

Possesses sound communication skills.

Requires specific on-the-job training and/or relevant skills training or experience.

Indicative tasks performed at this level are:

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

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)

LEVEL 4

An employee at this level:

Is capable of prioritising work within established routines, methods and procedures. (non-admin/clerical).

Is responsible for work performed with a medium level of accountability or discretion. (non-admin/clerical).

Works under limited supervision, either individually or in a team. (non-admin/clerical).

Possesses sound communication and/or arithmetic skills. (non-admin/clerical).

Requires specific on-the-job training and/or relevant skills training or experience. (non-admin/clerical).

An admin/clerical employee who undertakes a range of basic clerical functions within established routines, methods and procedures. No or limited experience and training are required.

Indicative tasks performed at this level are:

Food services

An employee whose primary function is to liaise with patients and employees to obtain appropriate meal requirements of patients, and to tally and collate the overall results.

Food Monitor

LEVEL 5

An employee at this level:

Is capable of prioritising work within established policies, guidelines and procedures.

Is responsible for work performed with a medium level of accountability or discretion.

Works under limited supervision, either individually or in a team.

Possesses good communication, interpersonal and/or arithmetic skills.

Requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience.

Indicative tasks performed at this level are:

Instructor Trades (Unqualified)

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 I
Driver 1.25 Tonne to 3 Tonne

LEVEL 6

An employee at this level:

Is capable of prioritising work and exercising discretion within established policies, guidelines and procedures.

Is responsible for work performed with a medium level of accountability.

Works under limited supervision, either individually or in a team.

Requires a basic knowledge of medical technology and/or a working knowledge of health insurance schemes. (admin/clerical).

Possesses well-developed communication, interpersonal and/or arithmetic skills.

Requires substantial on-the-job training, may require formal qualifications and/or relevant skills training or experience.

Indicative tasks performed at this level are:

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

LEVEL 7

An employee at this level:

Is capable of prioritising work and exercising discretion within established policies, guidelines and procedures.

Is responsible for work performed with a substantial level of accountability.

Works either individually or in a team.

Requires a basic knowledge of medical terminology and/or a working knowledge of health insurance schemes. (admin/clerical).

May require regular computer related duties, where those duties are an essential part of the function of the position and where the level of skill involved is multi-function administrative or batch processing.

Possesses well-developed communication, interpersonal and/or arithmetic skills.

Requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

Admin/clerical

An admin/clerical employee whose duties involve regular computer related duties of a multi-functional or batch processing nature. A person employed within a library who is undertaking studies to qualify as a library technician.

All classifications as per admin/clerical grades 1 and 2 (wage levels 4 and 6) with computer use.

Computer Clerk
Library Technician in Training
General Clerk
Typist
Library Clerk
Receptionist
Ward Clerk
In/Out Patient Clerk
Stenographer
Medical Records Clerk
Audio Typist
Business Machine Operator
Patient Fees Clerk

General services

A handyman with Trade qualifications performing general 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.

Maintenance/Handyperson (Trade)
Printer (Trade)
Gardener (Trade)
Storeperson (Advanced)
Driver articulated 12-13 Tonnes
Security Officer Grade 2

Food services

A Cook or Butcher with relevant qualifications.

Second Cook Grade D,
Trade Cook
Pastry Cook

LEVEL 8

An employee at this level:

Is capable of functioning semi-autonomously, and prioritising his or her own work within established policies, guidelines and procedures.

Is responsible for work performed with a substantial level of accountability.

Works either individually or in a team.

Requires a comprehensive knowledge of medical terminology and/or a working knowledge of health insurance schemes. (admin/clerical).

May require basic computer knowledge or be required to use a computer on a regular basis.

Possesses administrative skills and problem solving abilities.

Possesses well-developed communication, interpersonal and/or arithmetic skills.

Requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

Admin/clerical services

A person undertaking medical audio typing or stenography or secretarial functions. Provision of Interpreting services by an unqualified Interpreter or assisting a qualified Interpreter in the performance of his or her work.

Medical Audio Typist
Secretary
Medical Stenographer
Interpreter (Unqualified)

Food Services

A Cook or Chef with relevant qualifications.
Chef Grade D
Second Cook Grade C

LEVEL 9

An employee at this level:

Is capable of functioning with a high level of autonomy, and prioritising his or her own work within established policies, guidelines and procedures.

Is responsible for work performed with a substantial level of accountability and responsibility.

Works either individually or in a team.

May require comprehensive computer knowledge or be required to use a computer on a regular basis.

Possesses administrative skills and problem solving abilities.

Possesses well-developed communication, interpersonal and/or arithmetic skills.

May require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

Admin/clerical services

A qualified Library Technician working under the direction of a Senior Library Technician or Librarian; a computer clerk required as a normal consequence of his or her position to perform more complex computer related duties that are outside the normal operating parameters of a dedicated software system (eg. accessing the operating system, configuration or installing programs) or required to perform more advanced, responsible or complex functions within a dedicated software system (eg. basic system maintenance or administration, security back-ups etc.); a Pay Clerk with a working knowledge of relevant industrial awards.

Computer Clerk (Advanced)
Library Technician
Pay Clerk (Advanced)

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)

Food Services

A Cook or Chef with relevant qualifications.

Second Cook Grade B
Chef Grade C

LEVEL 10

An employee at this level:

Is capable of functioning autonomously, and prioritising his or her own work within established policies, guidelines and procedures.

Is responsible for work performed with a substantial level of accountability and responsibility.

Works either individually or in a team.

May require comprehensive computer knowledge or be required to use a computer on a regular basis.

Possesses administrative skills and problem solving abilities.

Possesses well developed communication, interpersonal and/or arithmetic skills

Will most likely require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

An Instructor Trades in his or her first year of employment.

Instructor Trades (Qualified) Yr I

Food services

A Cook or Chef with relevant qualifications.

Chef B

Second Cook A

LEVEL 11

An employee at this level:

Is capable of functioning autonomously, and prioritising his or her own work and the work of others within established policies, guidelines and procedures.

Is responsible for work performed with a substantial level of accountability and responsibility.

May supervise the work of others, including work allocation, Fostering and guidance.

Works either individually or in a team.

May require comprehensive computer knowledge or be required to use a computer on a regular basis.

Possesses developed administrative skills and problem solving abilities.

Possesses well-developed communication, interpersonal and/or arithmetic skills.

May require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

Admin/clerical services

Provision of personal secretarial support; a qualified Interpreter with NAATI accreditation; supervision, work allocation and Fostering and/or guidance of employees.

Private Secretary
Clerical Supervisor
Interpreter (Qualified)

General services

Supervision, work allocation, on-the-job training and Fostering and/or guidance of employees.

Gardener Superintendent
General Services Supervisor

Food services

A Cook or Chef with relevant qualifications; supervision, work allocation and Fostering and/or guidance of employees.

Chef Grade A
Food Services Supervisor

Technical, clinical and personal care

An Instructor Trades (Qualified) in his or her second year of employment. Supervision, work allocation and Fostering and/or guidance of employees.

Instructor Trades (Qualified) Yr 2 and after
Technical, Therapy and Personal Care Supervisor

2. CLASSIFICATION DEFINITIONS- NON DIRECT CARE STAFF

2.1 Technical, clinical and personal care

2.1.1 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.

2.1.2 Instructor Trades (Unqualified)

Means a person appointed as such, who under the 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.

2.2 Clerical/administrative stream definitions

2.2.1 Clerical Supervisor

Is a person appointed as such performing work which involves the supervision of employees within the Admin/Clerical Stream of this agreement or the supervision of employees within an Administrative/Clerical Services related department or section. Such a person would be responsible for administrative duties such as work allocation, training, Fostering and guidance of fifteen or more employees and may assist in the recruitment of employees.

2.2.2 Computer Clerk

Means clerical employees in the following classifications where their employment involves regular computer related duties, where those duties are an essential part of the function of the position and where the level of skill involved is multi-function administrative or batch processing: General Clerk, Typist, Switchboard Operator, Receptionist, Ward Clerk, Inpatients/Outpatients Clerk, Business Machine Operator, Patients' Fee Clerk, Stenographer (Other), Audio Typist (Other), Medical Records Clerk, Casualty Clerk and Pay Clerk.

2.2.3 Computer Clerk Advanced

Means an employee required to perform more complex computer related duties that are outside the normal operating parameters of a dedicated software system (eg. accessing the operating system, configuration or installing programs) or is required to perform advanced, responsible or complex functions within a dedicated software system (eg. basic system maintenance or administration, security back-ups etc.)

2.2.4 Interpreter (Unqualified)

Is a person who is employed to perform interpreting functions and/or assist qualified Interpreters.

2.2.5 Interpreter (Qualified)

Is a person who is employed to perform interpreting functions and who has received accreditation from the National Accreditation Authority for Translators and Interpreters.

2.2.6 Library Clerk

Is a person appointed as such who in addition to general clerical duties performs specific library related functions and works under the supervision and direction of a Library Technician or Librarian.

2.2.7 Library Technician

Is a person appointed as such who has successfully undertaken the Certificate of Applied Social Science (Library Technician) or a course of study which qualifies them for admission to Library Technician membership of the Library Association of Australia.

Such a person will work under the general direction of a senior Library Technician or a Librarian and maintains library systems for the acquisition, accessioning, circulation, selected cataloguing and care of library material and/or under routine direction assists with the provision of reference and information services to library users.

2.2.8 Library Technician in Training

Is a person appointed as such who is currently undertaking the Certificate of Applied Social Science (Library Technician), or a course of study that qualifies them for admission to Library Technician membership of the Library Association of Australia.

2.2.9 Private Secretary

Is a person who in addition to the possessing and using secretarial skills, (eg. word processing, stenography, reception and typing) provides services at the senior management level including attending to organisational matters: diaries, meetings, agendas, taking of minutes, liaising with other departments or divisions and involvement with routine correspondence.

2.3 General services stream definitions

2.3.1 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.

2.3.2 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.

2.3.3 Gardener Superintendent

Means a Gardener Trade who is responsible for the supervision, work allocation, on the job training, Fostering and/or guidance of gardening employees.

2.3.4 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.

2.3.5 General Services Supervisor

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

2.3.6 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.

2.3.7 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.

2.3.8 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.

2.3.9 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.

2.3.10 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.

2.3.11 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.

2.3.12 Security Officer Grade I

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

2.3.13 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.

2.3.14 Window Cleaner

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.

2.3.15 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.

2.4 Food services stream definitions

2.4.1 Chef

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

2.4.1(a) 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.

2.4.1(b) Chef Grade B

A chef employed in a hospital with 300 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.

2.4.1(c) 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.

2.4.1(d) 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.

2.4.2 Cook Employed Alone

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

2.4.3 Dietary Supervisor

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

2.4.4 Diet Cook

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

2.4.5 Food Monitor

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

Notwithstanding the provisions of clause 20 - Higher duties, when the above duties are incidental to other duties performed, higher duties rates shall only apply when the above duties are performed for two hours or more in any day.

2.4.6 Food Services Supervisor

Is a person appointed as such performing work which involves the supervision of employees within the food services stream of this agreement or the supervision of employees within a food services related department or section. Such a person would be responsible for administrative duties such as work allocation, training, Fostering and guidance of fifteen or more employees and may assist in the recruitment of employees.

2.4.7 Other Cook

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

2.4.8 Second Cook

Means a person employed as such in a hospital who assists the Chef in the discharge of his or her duties and whenever necessary relieves the Chef during any absence.

2.4.8(a) Second Cook 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.

2.4.8(b) Second Cook 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.

2.4.8(c) Second Cook 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 average.

2.4.8(d) Second Cook 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.

2.4.9 Sweets Cook

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

2.4.10 Trade Cook

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

2.4.11 Hospital gradings for Chef and Second Cook Classifications

2.4.11(a) Grade A

A hospital with more than 300 beds or a kitchen providing more than 2,000 meals on a daily average.

2.4.11(b) 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.

2.4.11(c) 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.

2.4.11(d) Grade D

A hospital with less than 100 beds or a kitchen providing less than 500 meals on a daily average.

2.4.11(e) Hospital beds and daily average meals produced are taken from hospital annual returns to the Department of Human Services (howsoever titled), or other relevant materials, as of 30 June of the preceding year.

APPENDIX B - JOBSKILLS TRAINEES

1. ARRANGEMENT

1. Arrangement
2. Definition Application
4. Jobskills trainee
5. No precedent
6. No disadvantage
7. Reservation

2. DEFINITION

A Jobskills trainee is an employee who is employed under the conditions applying in the Commonwealth Government Jobskills program guidelines as recorded in Schedule A to this Appendix.

3. APPLICATION

This appendix applies to health and community services employees engaged under the Jobskills program and, insofar as the terms of this appendix vary from the terms of the Health and Allied Services - Private Sector - Victoria Consolidated Award 1996 the terms of this appendix shall prevail. In all other respects the terms of the applicable award shall continue to operate.

4. JOBSKILLS TRAINEE

4.1 Training Conditions

4.1.1 A Jobskills trainee shall attend approved on and off-the-job training prescribed in the relevant training agreement, or as notified to the Jobskills trainee by the employer or agent.

4.1.2 Jobskills trainees will receive over a period of up to 26 weeks a mix of supervised work experience, structured training on-the-job and off the job and the opportunity to develop and practice new skills in a work environments

4.1.3 Jobskills trainees may only be engaged by the employer to undertake activities under the Jobskills program guidelines. The employer shall ensure that the Jobskills trainee is permitted to attend the prescribed off-the-job training and is provided with appropriate on-the-job training.

4.1.4 The employer shall provide an appropriate level of supervision in accordance with the approved training plan.

4.1.5 No Jobskills trainee shall commence work unless the Jobskills participant plan (Schedule A) has been completed and signed by all parties to the plan.

4.2 Employment conditions

4.2.1 Jobskills trainees shall be engaged in addition to existing employee levels. Positions held by permanent employees shall not be filled by Jobskills trainees.

4.2.2 Jobskills trainees shall be engaged for a period of up to 26 weeks as full-time employees.

4.2.3 Jobskills trainees are permitted to be absent from work without loss of continuity of employment to attend the off-the-job training in accordance with the training plan. However, except for absences provided for under the award failure to attend work or training without an acceptable cause will result in loss of pay for the period of absence.

4.2.4 Overtime shall not be worked by Jobskills trainees except to enable the requirements of the training plan to be effected. When overtime is worked the relevant penalties and allowances of this agreement, based on the trainee wage shall apply. Jobskill trainees shall be able to work weekend shifts, and shall receive an additional payment of \$20.00 for each shift so worked. The shift employee provisions of this agreement shall not apply.

4.2.5 The union shall be afforded reasonable access to Jobskills trainees for the purposes of explaining the role and functions of the union and enrolment of the trainee as a member.

4.2.6 Jobskills trainees employed on day or afternoon shifts shall not be required to work night shift or public holidays. Jobskills trainees may not be rostered to work weekends without prior written approval from the HSUA branch secretary.

4.3 Wages

The weekly wages payable to Jobskills trainees shall be \$300.00 gross. It is the rate for all purposes of the agreement and takes account the range and extent of training provided.

5. NO PRECEDENT

This appendix represents the outcome of negotiations on the part of all parties and will not be used as a precedent in proceedings before industrial tribunals.

6. NO DISADVANTAGE

No existing full-time, part-time or casual employee who is a member of the Health Services Union of Australia shall suffer any reduction in hours, diminution of conditions or disadvantage as a result of the placement of Jobskills trainees.

7. RESERVATION

The parties to this appendix reserve the right to seek its variation or revocation if circumstances develop in the operation of the Jobskills program which adversely affect their interests or the interests of their members to the extent that variation or revocation is warranted.

JOBSKILLS PARTICIPANT PLAN - PART C

Instructions

The JobSkills Agreement outlines the obligations of the broker, employer and participant in relation to training, work experience and program administration. The Training Schedule is part of the Agreement and outlines the training to be provided both on and off the job. Signatures to the Agreement (including the Training Schedule) are required from the broker, employer, union representative and the participant before the participant commences the JobSkills placement.

Copies of the agreement and the attached Training Schedule are provided by the broker to the employer, union, participant and the CES. The broker keeps the original.

These arrangements are made on [date]

between [name of employer representative] authorised to act for and on behalf of [trading name of the work experience host who will be referred to as the employer] and [name] acting for and on behalf of [name of broker representative].

[the JobSkills broker who will further be referred to as the broker] and [the JobSkills participant].

All signatories to this agreement accept the following terms and conditions for the JobSkills work experience training placement, while recognising it does not replace the relevant agreement or industrial agreement as amended or introduced in relation to JobSkills.

1. PERIOD OF PLACEMENT

The placement shall commence on [date] and continue for a period of 26 weeks," ie. until [date] unless otherwise terminated or a variation agreed to by all signatories to this agreement. The total period of placement in the program shall not exceed 26 weeks (excluding any annual leave taken), and shall include all public holidays and other conditions applicable under the relevant agreement covering the work experience placement.

2. INDUSTRIAL AND AWARD ARRANGEMENTS

It is understood that the participant is to be employed, as a JobSkills employee with the employer, at the JobSkills training wage rate under the relevant agreement or industrial agreement which has been specifically amended or introduced in relation to the JobSkills program (except in Victoria if employees are not covered by federal agreements and may work under standard JobSkills employment agreements under the Employee Relations Act, with the consent of the relevant union).

Work experience placements are to be additional to the normal workforce of the employer. JobSkills participants shall not replace paid employees or volunteers or reduce the hours worked by existing employees including long term temporary or casual employees. The participant should not commence his/her placement without the agreement and signature of the relevant union on this Agreement.

3. RESPONSIBILITY FOR WAGES AND OTHER COSTS

The broker will be responsible for providing funds for the training wage of a JobSkills participant to the employer for the 26 week period.

The transfer of funds for the training wage from the broker to the employer will be [description of timing of transfer eg. weekly, seven days prior to the normal pay day].

The broker will negotiate with any pay to the employer who provide work experience placements a contribution towards any other agreed costs such as overheads, supervision, materials and equipment, superannuation guarantee levy, holiday pay, and employees compensation premiums.

The transfer of funds for non-wage costs will be agreed in writing separately between the broker and the employer.

The employer will be responsible for all payments to the employee in respect of wages (provided by the Commonwealth through the broker), leave loadings, superannuation, holiday pay, employees compensation, other award related allowances and other on-costs required under legislation or the relevant award associated with the work experience placement. The employer will maintain employees compensation insurance for the participant and will be liable for any payroll tax payable in respect of the JobSkills training wage paid to the participant. The employer will be responsible for all additional equipment, materials, capital items and supervision costs over and above those contributed to by the JobSkills broker.

4. ACTIVE EMPLOYMENT ASSISTANCE

JobSkills brokers will be required to provide assistance to participants to ensure that participants achieve positive employment outcomes following their participation in the program.

5. SICK LEAVE

The participant is entitled to sick leave in accordance with the relevant agreement.

6. SPECIAL LEAVE

Should the participant require special leave, approval must be obtained from the employer and the broker.

7. OFF-THE-JOB TRAINING ATTENDANCE

The broker will negotiate with the employer, training providers and participants suitable dates for the participant to attend off-the-job training. The employer will release the participant to attend all training as part of the JobSkills program.

8. ANNUAL LEAVE

Participants shall not normally take annual leave, until after their participation in the program. Participants will accrue leave entitlements in

line with normal award provisions. Should the participant have accrued sufficient annual leave by the Christmas period, annual leave paid by the employer (not from the training wage provided by the Commonwealth), may be taken and this leave will add to the duration of the work experience placement.

9. TIME SHEET

At the end of each pay period, the participant must sign a time sheet and produce the time sheet for endorsement by the employer. Where possible, this should be the same as that used by the employees. If a participant does not attend work experience or training without reasonable grounds and has not received permission of the employer for leave (within award provisions), the employer and broker can agree to adjust the equivalent amount of training wage from the participant's next due wage payment.

10. INCOME TAX

The employer is responsible for the deduction of income tax payments to the Australian Taxation Office under the PAYE system and will provide all necessary group certificates to the employee.

11. SUPERANNUATION GUARANTEE LEVY

The employer is required to comply with the Superannuation Guarantee (Administration) Act 1992.

12. TERMINATION OF PLACEMENT

The employer may terminate the placement of the participant upon reasonable notice after consultation with the broker and adherence to award conditions. Placements-, may be terminated by the broker due to the unsatisfactory or unsuitable nature of a placement no longer being viable due to a change in the employer's situation. In these instances the broker will be responsible for placing participants in alternative employment.

13. PUBLIC LIABILITY INSURANCE

The employer will maintain public liability insurance to an adequate sum against any loss, damage or injury to any third party caused by the participant in the course of work done while the participant is placed with the employer and thereby indemnities the broker in respect of any such liability.

14. PERSONAL INJURY

The broker must be advised immediately of any injury or claim by the participant for employees' compensation, regardless of whether anytime had been lost.

15. REPORTS

The employer will provide all assistance that the broker may reasonably request in relation to the compilation of periodic reports on the participant's progress and performance.

16. AUTHORISED OFFICER

The broker will nominate an officer who will be available to visit the employer and the participant at any time to assist in resolving any problems or difficulties with the participant or the scheme generally.

17. PRIVACY CONDITIONS

As per the provisions in the Privacy Act 1988, the information contained in this document will only be available to authorised officers of the broker, employer, trade union, training provider, Department of Social Security (DSS) and DEET to enable the implementation of the proposed work experience and training.

18. OTHER DUTIES OF THE EMPLOYER

The employer should also agree to the following:

18.1 to provide the participant with on the-job training (approx. 15 per cent of placement). Training will be in accordance with the Training Schedule attached to this agreement;

18.2 to conform to applicable Commonwealth, State and Local Government laws and regulations, including Occupational health and Safety regulations and other regulatory arrangements governing the activities of your organisation;

18.3 to release participants to attend job interviews without financial penalty and to provide appropriate references to the participant;

18.4 to ensure participants have access to supervisors at all times whilst on-the-job.

19. ACCESS TO PREMISES AND RECORDS RELATING TO JOBSKILLS

The employer will permit officers authorised by DEET to enter and inspect any premises and documents relating to JobSkills (eg. training wage records) at a mutually convenient time and will provide all such information and assistance as such officers may request pursuant to their powers and authorities under the JobSkills Guidelines.

Employer

Signed for an on behalf of [Employer]

[Full Name]
[Signature]

[Date]

Broker

Signed for and on behalf of [JobSkills broker]

[Full Name]

[Signature]

[Date]

Union

Signed for and on behalf of [Relevant Union]

[Full Name]

[Signature]

[Date]

Participant

[Full Name]

[Signature]

[Date]

Instructions

This schedule is to be completed by the broker and forms part of the JobSkills Agreement.

Copies of the Agreement and the Training Schedule are provided by the broker to the employer, union, participant and the CES. The broker keeps the original.

Additional pages could be attached to this form if required.

[Participant name]

[Broker name] [Employer name]

Participant's employment objective (what type of employment outcome is expected for this participant following JobSkills):

On-the-job skills enhancement/training plan:

Skills/training

Duration and timing

Off-the-job skills enhancement/training plan:

Course name and provider	Planned start date	Planned finish date	Cost (approx.)
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APPENDIX C - RATES OF PAY

1. REGISTERED PSYCHIATRIC NURSES (RPN)

Classification and level	Increment	Weekly rate	Annual rate
RPN 1	Year 1	538.80	27,937
RPN 2	Year 1	552.00	28,781
RPN 2	Year 2	581.20	30,304
RPN 2	Year 3	610.60	31,837
RPN 2	Year 4	641.40	33,443
RPN 2	Year 5	672.30	35,954
RPN 2	Year 6	703.20	36,665
Psychiatric Clinical Nurse Specialist		768.10	40,049
RPN 3	Year 1	777.20	40,523
RPN 3	Year 2	789.60	41,170
RPN 3	Year 3	808.10	42,134
RPN 3	Year 4	826.60	43,099
RPN 4	Year 1	850.00	44,319
RPN 4	Year 2	873.40	45,539
RPN 4	Year 3	894.50	46,639
RPN 4	Year 4	918.00	47,865
RPN 4 (Unit Manager)	Year 1	850.00	44,319
RPN 4 (Unit Manager)	Year 2	873.40	45,539
RPN 4 (Unit Manager)	Year 3	894.50	46,639
RPN 4 (Unit Manager)	Year 4	918.00	47,865
RPN 5		1,010.60	52,692
RPN 6		1,097.20	57,206
RPN 7 (former RPN 6)		1,144.20	59,657
RPN 7 (former RPN 7)		1,267.70	66,096
RPN 7 (former RPN 8)		1403.60	73,183

2. PSYCHIATRIC STATE ENROLLED NURSES (PSEN)

Classification and level	Increment	Weekly rate	Annual rate
PSEN 1	Year 1	491.00	25,601
PSEN 1	Year 2	501.00	26,122
PSEN 1	Year 3	510.90	26,638
PSEN 1	Year 4	522.30	27,233
PSEN 1	Year 5	532.80	27,780
PSEN 2	Year 1	535.60	27,925
PSEN 2	Year 2	548.30	28,587
PSEN 2	Year 3	561.00	29, 250
PSEN 2	Year 4	573.70	29, 914

3. PSYCHIATRIC SERVICES OFFICERS (PSO)

Classification and level	Increment	Weekly rate	Annual rate
PSO 1	Year 1	445.00	23,202
PSO 1	Year 2	457.20	23,837
PSO 1	Year 3	475.00	24,768
PSO 1	Year 4	487.70	25,427
PSO 1	Year 5	500.30	26,087
PSO 1	Year 6	513.00	26,748
PSO 2	Year 1	535.60	27,925
PSO 2	Year 2	548.30	28,588
PSO 2	Year 3	561.00	29,250
PSO 2	Year 4	573.70	29,914
PSO 3	Year 1	599.60	31,264
PSO 3	Year 2	612.90	31,956
PSO 3	Year 3	620.50	32,663

4. NON DIRECT CARE EMPLOYEES

4.1 Wage/Skill Group 1 \$395.20

4.1.1 Food services

Food and Domestic Services Assistant
Other Cook (as defined)

4.1.2 General services

Laundryhand
Sorter/Packer of Linen
Seamsperson
Carpark Attendant
Orderly or Cleaner
Assistant Gardener
Maintenance/Handyperson (Unqualified)
All other employees not elsewhere provided for.

4.2 Wage/Skill Group 2 \$410.60

4.2.1 General services

Storeperson
Seamsperson who cuts and fits garments
Gardener (non-trade) (as defined)
Housekeeper
Cleaner cleaning windows (as defined)
Laundry Operator (as defined)

4.3 Wage/Skill Group 3 \$420.90

4.3.1 Food services

Cook Employed Alone (as defined)

Dietary Supervisor (as defined)
Diet Cook (as defined)
Sweets Cook (as defined)
Pastry Cook (Other)

4.3.2 General services

Hospital Attendant (as defined)
Storeperson Alone
Driver 1.25 tonne or less

4.3.3 Technical, clinical and personal care

4.4 Wage/Skill Group 4 \$426.00

4.4.1 Food services

Food Monitor (as defined)

4.4.2 Technical, clinical and personal care

4.5 Wage/Skill Group 5 \$436.20

4.5.1 General services

Security Officer Grade 1 (as defined)
Driver 1.25 tonne to 3 tonne

4.6 Wage/Skill Group 6 \$441.40

4.6.1 General services Driver over three tonne

4.7 Wage/Skill Group 7 \$452.60

4.7.1 Administrative/clerical

Computer Clerk (as defined)
Library Technician in Training (as defined)
General Clerk
Typist
Library Clerk (as defined)
Medical Records Clerk
Business Machine Operator
Audio Typist (Other)
Stenographer (Other)
Ward Clerk
Patient Fees Clerk
In Patient/Out Patient Clerk
Switchboard Operator
Receptionist

4.7.2 Food services

Pastry Cook Trade Cook (as defined) Second Cook Grade D (as defined)

4.7.3 General services

Maintenance/Handyperson - Trade (as defined.)
Gardener - Trade (as defined)
Storeperson, Advanced (as defined)
Printer - Trade (as defined)
Driver Articulated 12-13 tonnes
Security Officer Grade 2 (as defined)

4.8 Wage/Skill Group 8 \$461.90

4.8.1 Administrative/clerical

Secretary
Medical Stenographer
Medical Audio Typist
Interpreter (Unqualified) (as defined)

4.8.2 Food services

Chef Grade D (as defined)
Second Cook Grade C (as defined)

4.9 Wage/Skill Group 9 \$474.20

4.9.1 Administrative/clerical

Computer Clerk Advanced (as defined)
Library Technician (as defined)

4.9.2 Food services

Chef Grade C (as defined)
Second Cook Grade B (as defined)

4.9.3 General services

Maintenance/Handyperson Advanced (as defined)
Printer Advanced (as defined)
Gardener Advanced (as defined)

4.10 Wage/Skill Group 10 \$482.90

4.10.1 Food services

Chef Grade B (as defined)
Second Cook Grade A (as defined)

4.10.2 Technical, clinical and personal care

Instructor Trades (Qualified) Yr 1 (as defined)

4.11 Wage/Skill Group 11 \$528.48

4.11.1 Administrative/clerical

Clerical Supervisor (as defined)
Private Secretary (as defined)
Interpreter (Qualified) (as defined)

4.11.2 Food services

Chef Grade A (as defined)
Food Services Supervisor (as defined)

4.11.3 General services

General Services Supervisor (as defined)
Gardener Superintendent (as defined)

4.11.4 Technical, clinical and personal care

Instructor Trades (Qualified) Year 2 and after) (as defined)

4.12 Experience payments

4.12.11 For the purpose of determining the ordinary time rate of pay for employees classified in clauses 18.1 and 18.2, hereof the following amounts shall be added to the prescribed rates:

4.12.1(a) After one year's experience \$3.60

4.12.1(b) After two years' experience \$7.40

4.12.2 For the purpose of determining the ordinary time rate of pay for employees classified in this clause and who have successfully completed an apprenticeship in any state or territory of Australia or have been issued with a Tradespersons Certificate under the Industrial Training Act 1975, the following amounts shall be added to the prescribed rates:

4.12.2(a) After one year's experience: \$ 5.20

4.12.2(b) After two years' experience: \$ 9.40

Provided that this clause shall not apply to Qualified Interpreters.

4.13 Wages - junior employees, trainees and apprentices

4.13.1 Junior employees (other than junior assistant gardeners)

Year of experience	Percentage of the appropriate rate prescribed in this clause.	%
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First year of experience		70
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Second year of experience		80
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Third year of experience		90
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Thereafter, or at age 20 years, whichever first occurs, the appropriate rate prescribed in this clause.

4.13.2 Junior Assistant Gardeners

Year of experience	Percentage of the Assistant Gardener rate prescribed in this clause	%
First year of experience		70
Second year of experience		80
Third year of experience		90
Thereafter, or at age 19 years, whichever first occurs the "Assistant Gardener" rate prescribed in this clause.		

4.13.3 Apprentice Cooks

Year of experience	Percentage of the Trade Cook rate prescribed in this clause	%
First year of experience		55
Second year of experience		65
Third year of experience		80
Fourth year of experience		95

Signed:

ON behalf of the Health Services Union of Australia

Date

National Secretary
ON behalf of the Australian Nursing Federation

Date

National Secretary
ON behalf of the employer

Date

Chief Executive Officer