Part A  
Application and Operation

1. **Title**

This Agreement shall be known as the *Victorian Public Mental Health Services Enterprise Agreement 2012-2016* (Agreement).

2. **Division into Parts**

2.1 This Agreement is divided into the following:

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2.2 Part A and Part B of this Agreement apply to all Employees covered by this Agreement.

3. **Arrangement**

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4. Definitions

In this Agreement, except where the context requires otherwise:

(a) Accredited official of the Union means a representative of either the ANF or the HACSU who holds a letter, on union letterhead, signed by the Branch Secretary or Assistant Secretary confirming the appointment of that person as such.

(b) Act means Fair Work Act 2009.

(c) ANF means the Australian Nursing Federation.

(d) Carer Consultant means a person employed by an Employer and classified as a Carer Consultant in clause 222. For the avoidance of doubt, this does not include persons who volunteer as carer consultants, in relation to that volunteer work.

(e) CATT shall mean Crisis Assessment Treatment Team and includes other work designated by the Employer as a community based crisis response howsoever titled.

(f) Consumer Consultant means a person employed by an Employer, and classified as a Consumer Consultant in clause 219. For the avoidance of doubt, this does not include persons who volunteer as consumer consultants, in relation to that volunteer work.

(g) Department means the Department of Health (Victoria) or any of its predecessors or successors.

(h) EFT shall mean equivalent full time employee.

(i) Employee means a person employed by an Employer and engaged solely or predominantly in the provision of Mental Health Services, in a classification/occupation within the Agreement.

(j) Employer means any of the employers listed in Schedule 1 to this Agreement.

(k) FWA means Fair Work Australia.

(l) HACSU means a Branch of the Health Services Union, known as the Health and Community Services Union.

(m) Health and Allied Services Employee means a person employed in any of the classifications listed in Schedule 7 of this Agreement.

(n) Health Professional means a person employed in any of the following classifications as set out in Schedule 5 of this Agreement:

(o) Long Term Casual Employee means an Employee who:

(i) is a casual employee; and

(ii) has been employed by the same Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months.

(p) Management and Administrative Officer means a person employed in any of the classifications listed in Schedule 6 of this Agreement.
(q) Mental Health Industry Implementation Committee (MHIIC) means the committee referred to in clause 7.1 of this Agreement.

(r) Mental Health Workplace Implementation Committee (MHWIC) means the committee referred to in clause 7.3 of this Agreement.

(s) NES means the National Employment Standards as contained in the Fair Work Act 2009 (Cth)

(t) NMBA means the Nursing and Midwifery Board of Australia

(u) Mental Health Services/Psychiatric Services means the delivery of human services concerned with the prevention of mental illness and the assessment, treatment, rehabilitation, maintenance and support of those persons who may be at risk of or suffering from mental illness or psychiatric disability by Employers listed in Schedule 1.

(v) Parties means, the Employers, HACSU and ANF

(w) Psychiatric Services Officer ('PSO') means a person employed by an Employer and classified in accordance with the PSO classification in clause 91.

(x) Psychiatric Enrolled Nurse ('PEN') means a person employed by an Employer and classified in accordance with clauses 86 to 89 and registered as a Division 2 Enrolled Nurse on the Register of Nurses of the NMBA established by the Health Practitioner Regulation National Law Act 2009 and works within the scope of practice.

This definition is intended for use as an industrial classification and for the purpose of this Agreement only, and does not imply specialist registration. The relevant qualification applicable is dealt with under the Health Practitioner Regulation National Law Act 2009.

(y) Registered Psychiatric Nurse ('RPN') means a person employed by an Employer and classified in accordance with clause 78 to 85, and registered as a Registered Nurse in the Register of Nurses of the NMBA established by the Health Practitioner Regulation National Law Act 2009.

This definition is intended for use as an industrial classification and for the purpose of this Agreement only, and does not imply specialist registration. The relevant qualification applicable is dealt with under the Health Practitioner Regulation National Law Act 2009.

(z) Unions means the ANF and HACSU.

(aa) VHIA means Victorian Hospitals' Industrial Association.

5. Coverage

5.1 This Agreement covers:

(a) the Employers;

(b) the Employees;

(c) if it is named by Fair Work Australia as a party covered by the Agreement, the Health Services Union as a bargaining representatives for this Agreement for its members who are Employees classified in the grades of RPN, PEN, PSO, Health Professional and Health and Allied Services Employee and Management and Administrative Officer; and
(d) if it is named by Fair Work Australia as a party covered by the Agreement, the Australian Nursing Federation as a bargaining representatives for this Agreement for its members who are Employees classified in the grades of RPN and PEN.

6. Incidence and operation of this agreement

6.1 This Agreement will not apply to persons employed under the Public Sector Management and Employment Act 1998 (Vic), (as amended or replaced from time to time), and/or any person who is an employee of the Department and whose services have been made available to an Employer under section 97 of the Mental Health Act 1986 (Vic) (as amended or replaced from time to time) (Section 97 Employees).

6.2 This Agreement will operate seven days after the date on which it is approved by Fair Work Australia.

6.3 The Nominal Expiry Date of this Agreement is 31 March 2016. The Agreement will continue in force after the expiry date until replaced by a further enterprise agreement.

6.4 The Schedules to this Agreement form part of this Agreement and are to be read in conjunction with it.

6.5 For the avoidance of doubt, the NES prevails to the extent that any aspect of this Agreement would otherwise be detrimental to an Employee.

6.6 Where clauses in this Agreement have been rewritten and/or relocated and there is a dispute about an entitlement under this Agreement, including the intent or meaning, in interpreting those clauses regard shall be given to all the antecedent relevant documents and decisions arising from them. However, the parties do not intend to incorporate into this Agreement any such documents and decisions.

7. Mental Health Industry Implementation Committee

7.1 The Parties agree to establish a Mental Health Industry Implementation Committee (MHIIC). This Committee will monitor and oversee the implementation of this Agreement. The MHIIC will be chaired by a representative of the Department of Health, and be comprised of representatives of the VHIA (in its capacity as the representative of the Employers), the ANF and HACSU.

7.2 The MHIIC will operate in accordance with terms of reference determined by its members.

7.3 Each Employer shall establish a Mental Health Workplace Implementation Committee (MHWIC) which may include local and state Union representatives. The MHWIC shall address local matters directed to the implementation of this Agreement.

7.4 The Mental Health Workplace Implementation Committees will operate in accordance with terms of reference determined by the MHIIC

8. No further claims

8.1 The Parties acknowledge and agree that:

(a) this Agreement settles all claims in relation to terms and conditions of employment of all Employees to whom it applies; and

(b) that they will not pursue any extra claims during the term of this Agreement.
8.2 Subject to an Employer meeting obligations to consult arising under this Agreement or a contract of employment binding on that Employer, it is not the intention of this provision to inhibit, limit or restrict an Employer's right to introduce change at the workplace.

8.3 The Parties agree to commence discussions no later than six months prior to the nominal expiry date of this Agreement. Clause 8.1 does not prevent a party from making a claim during the six month period prior to the nominal expiry date of this Agreement.

9. Modernisation of Agreement

9.1 The Parties to this Agreement agree to commence discussions on the further modernisation of the terminology and structure of this Agreement, with reference to contemporary practice, within two months from the date of approval of this Agreement by FWA.

9.2 These discussions will comprise the VHIA in their capacity as the representatives of the Employers, the ANF and HACSU and the Department.

9.3 Following the commencement of discussions there will be a report back every 2 months to FWA on the progress of these discussions.

9.4 The Parties may seek assistance of FWA, in private conference, in relation to discussions referred to in this clause.

9.5 It is the intent of the Parties to this Agreement to conclude the modernisation process within 12 months of the date of approval of this Agreement.

9.6 The Disputes Settling Procedures clause of this Agreement will not apply to this clause.

9.7 A variation to this Agreement may be made as required, in which case the normal processes under the Act will apply.

10. Copy of Agreement

Each Employer must make readily available to all Employees a copy of this Agreement.

11. Benefits of the Agreement

11.1 The Parties to this Agreement consider that this Agreement will achieve more productive work practices and staffing arrangements, which:

(a) provide flexibility:
   (i) of staffing arrangements to meet changing needs of Public Mental Health Services;
   (ii) to enable Employees to access more fair and flexible working arrangements;
   (iii) to have a multi disciplinary approach to service delivery within the mental health service;
   (iv) to enable Employees to transition to retirement; and
   (v) to allow for longer graduate / post graduate positions to allow for longer training into leadership or clinical roles.

(b) develop a more highly skilled and flexible workforce;

(c) provide Employees with career opportunities to appropriate training to acquire the additional skills; and
(d) remove barriers for the utilisation of the skills required.
(e) The Parties agree to co-operate to achieve a targeted reduction in the use of agency staff and/or overtime through recruitment to current vacancies and the distribution of additional staff. This targeted reduction is not to result in the non-replacement of shift staffing.

Part B Common provisions

12. Application of this Part
12.1 The terms of Part B apply to all Employees covered by the Agreement.

13. Access to the Workplace
13.1 An official or employee of the Unions may have access to the Employer’s premises, at any time that work is being performed, for the following purposes connected to this Agreement:
   (a) to represent Employees under any term of this Agreement which creates a right to representation;
   (b) to deal with disputes and represent Employees under the dispute resolution procedure set out in this Agreement;
   (c) to represent Employees and meet with the Employer about the negotiation of a replacement agreement;
   (d) to attend induction/orientation meetings for new Employees;
   (e) for any other purpose connected to the relationship between the Union and the Employer.
13.2 Union Officials or Union employees will not unduly hinder the performance of work at the workplace. The Union/s can, by agreement, hold paid meetings of Union members for the purposes associated with this Agreement identified above. Management will not unreasonably withhold agreement to meetings of Union members.
13.3 Unless otherwise agreed, Union Officials or Union employees shall provide a minimum of 24 hours notice of his/her intention to enter the Employer’s premises prior to doing so.
13.4 However, nothing in this clause provides an official of the Union/s with a right to enter the premises for a purpose which is within Part 3-4 of the Fair Work Act 2009.

14. Accident Make-Up Pay
14.1 An Employee is entitled to accident make up pay in accordance with this clause.
14.2 Definitions
   In this clause:
   (a) a word, phrase or expression carries the same meaning as the use of that word, phrase or expression in the Accident Compensation Act 1985 (Vic).
   (b) 'AC Act' means the Accident Compensation Act 1985 (Vic) or its successor in law.
14.3 Qualifications for payment
Upon receiving payment of compensation and continuing to receive such payment under the AC Act in respect of an incapacity, an Employee shall be paid accident make up pay by the Employer in relation to whom the entitlement to compensation under the AC Act arises.

14.4 **Maximum period of accident make up pay**

The maximum period or aggregate periods of accident make up pay for which the Employer is liable under this clause is 39 weeks for any one injury.

14.5 **Accident make up pay only payable whilst employee employed by employer**

(a) An Employer is only liable under this clause to pay to an Employee accident make up pay whilst the Employee remains in the employment of the Employer except:

(b) where the Employer terminates the employment of the Employee (other than in case of termination due to serious or wilful misconduct on the part of the Employee) who, except for the termination of the employment, would be entitled to accident make up pay; or

(c) where in the case of an Employee who has a current work capacity, the Employee has obtained suitable alternative employment with another Employer because such suitable alternative employment was not available from that Employee's Employer.

14.6 **Limitations on payment of accident make up pay**

An Employer is not liable to pay accident make up pay:

(a) in relation to an incapacity which occurred during the first two weeks of the employment unless such incapacity continues beyond the first two weeks of employment in which case the maximum period of payment of accident make up pay will apply only to the period of incapacity after the first two weeks; or

(b) in relation to any injury, during the first five normal working days of incapacity; or

(c) for any period that weekly payments under the AC Act cease; or

(d) whilst the Employee is on any other paid leave provided for in this Agreement; or

(e) unless the Employee has given notice in writing to the Employer of an injury as soon as practicable after the occurrence of the injury; or

(f) unless the Employee conforms to the requirements of the AC Act for medical examinations; or

(g) if the Employee fails or refuses to commence work in accordance with a limited capacity medical certificate where such work is made available by the Employer which meets the requirements of the certificate; or

(h) upon the death of the Employee.

14.7 **Employee obligations**

An Employer may require:

(a) an Employee on engagement to declare all compensation claims made by the Employee in the previous five years. An Employee who knowingly provides false or inaccurate information to the Employer is not entitled to accident make up pay under this clause;

(b) an Employee to provide evidence to the Employer of continuing payment of compensation under the AC Act to the Employee.
14.8 **Calculation of accident make up pay**

Subject to sub-clause 14.9, the amount of accident make up pay for any week which an Employer is required by this clause to pay is calculated as follows:

(a) for an Employee who has no current work capacity [total incapacity], the amount of accident make up pay is determined by first calculating the salary the Employee would have received under this Agreement had he or she performed normal duties during that week (including any over award payments but excluding any shift, overtime payments, penalty rates or other similar payments) and then deducting from that amount, the amount the Employee receives in weekly payments in accordance with the AC Act for that week; and

(b) for an Employee who has a current work capacity [partial incapacity] the amount of accident make up pay is determined by first calculating the salary that the Employee would have received under this Agreement had the Employee performed normal duties during that week (including any over award payments but excluding shift, overtime payments, penalty rates or other similar payments), then deducting any amount the Employee earns from undertaking suitable alternative employment (whether that employment is with the Employer upon whom liability falls under this clause or another Employer) and then deducting the amount the Employee receives in weekly payments in accordance with the AC Act for that week.

(c) where an Employee is incapacitated, either totally or partially, for part of a week, such an Employee shall receive pro rata accident pay for that part of the week.

14.9 **No obligation to increase the level of accident make up pay**

(a) An Employer is not liable to increase the amount of accident make up pay to an Employee in the event that weekly payments made to the Employee under the AC Act are reduced in accordance with the AC Act in respect of the injury for which weekly payments are made.

14.10 **Supplementary Accident Make Up Pay**

(a) Employees who as at 19 December 1997 were employees of the Department and eligible for a commuted allowance shall while on paid accident compensation leave, continue to receive commuted allowance up to a maximum period of 26 weeks or an aggregate period of 131 days from the date of the injury.

15. **Anti-Discrimination**

15.1 It is the intention of the parties covered by this Agreement to achieve the principal object in section 3(e) of the *Fair Work Act 2009* through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

15.2 Accordingly, in fulfilling their obligations under this Agreement, the Parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

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

(a) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation; or
(b) an Employee, Employer or registered organisation pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Australian Human Rights Commission; or

(c) any exemptions provided under the *Fair Work Act 2009*

16. **Blood Donor Leave**

16.1 Employers will release staff upon request to donate blood where a collection unit is on site or by arrangement at the local level.

17. **CATT On-call/ Recall Allowances**

17.1 Employees engaged for on-call/recall for the provision of a crisis response (CATT-type function), shall be paid an allowance at the rate set out in Schedule 2 for each on call period of 12 hours or part thereof.

17.2 The allowance includes payment of work performed of up to one hour's aggregate duration for each on-call period.

17.3 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.

17.4 The parties are to regard telephone attendance as recall to duty.

17.5 Only one Employee per team each night shall be rostered on-call and in receipt of the allowance. No other team member (other than a psychiatrist) will be required or requested to provide out of hours service for that particular night.

17.6 Employees are to receive an uninterrupted break of at least 10 hours between the end of the recall and the next shift. Where the 10 hour break is not observed double time will be paid for all work performed until such break is observed.

17.7 An Employer may not require an Employee to be on call for CATT type duties for a period of more than 12 hours.

17.8 The on-call/recall allowance for CATT type duties applies to all Employees who are required to perform CATT type duties.

17.9 The purpose of the allowance set out in this clause is to compensate Employees for the inconveniences associated with being on-call and performing duty of up to one hour.

17.10 Despite clause 17.1, existing arrangements for periods of on-call for CATT type duties below 12 hours that existed prior to 29 September 2001 may continue.

18. **Community Service/ Emergency Services Leave**

18.1 An Employee who is a member of a voluntary emergency relief organisation including, but not limited to, the Country Fire Authority, Red Cross, State Emergency Service and St John Ambulance is to be released from normal duty without loss of pay:

(a) where a local emergency situation arises that requires the attendance of the Employee.

(b) to attain required qualifications or to re-qualify to perform activities in an emergency relief organisation

Provided that such leave can be facilitated without unreasonably affecting the operations of the Agency in which the Employee is employed.
19. **Cultural and Ceremonial leave**

19.1 The Employer may approve attendance during working hours by an Employee of Aboriginal or Torres Strait Islander descent at any Aboriginal community meetings, except the Annual general Meetings of Aboriginal community organisations at which the election of office bearers will occur.

19.2 The Employer may grant an Employee of Aboriginal or Torres Strait Islander descent accrued annual or other leave to attend the Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur.

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

19.4 Ceremonial leave granted under this clause is in addition to compassionate leave granted under this Agreement.

20. **Committed Allowance**

20.1 Employees who as at 19 December 1997 were employees of the Department and in receipt of a commuted allowance will be entitled to continue to receive a commuted allowance in accordance with the terms of this Agreement.

20.2 The entitlement to commuted allowance provided to full-time nursing and direct care Employees, other than Directors or Deputy Directors of Nursing, who are required to perform rostered time of ordinary hours on Saturdays, Sundays and public holidays to be paid an annual allowance at a rate equivalent to 18% of the Employee's annual salary.

20.3 Commuted allowance is regarded as salary for all purposes, including superannuation, long service leave, sick leave, annual leave and parental leave.

21. **Compassionate Leave**

21.1 Subject to sub-clause 21.7, Employees are entitled to up to 4 days paid leave on each occasion when a member of the Employee's immediate family or a member of the Employee's household:

(a) contracts or develops a personal illness that poses a serious threat to his or her life;

(b) sustains a personal injury that poses a serious threat to his/her life; or

(c) dies.

21.2 Any unused portion of leave will not accrue from year to year and will not be paid out on termination.

21.3 Such leave does not have to be taken consecutively.

21.4 An Employee may take unpaid leave by agreement with the Employer.

21.5 The Employer may require the Employee to provide satisfactory evidence to support the taking of leave.

21.6 Provided that this clause shall not have effect while the period of entitlement to leave coincides with any other period of entitlement leave.

21.7 For casual employees, compassionate leave is unpaid leave.
22. Disputes Settling Procedures

22.1 Resolution of disputes and grievances

(a) Unless otherwise provided for in this Agreement, a dispute or grievance about a matter arising under this Agreement, the National Employment Standards or the matters as outlined in the letters dated 18 October 2012 provided to FWA in the Agreement approval process, other than termination of employment, must be dealt with in accordance with this clause. This includes a grievance about whether an employer had reasonable grounds to refuse a request for flexible working conditions or an application to extend unpaid parental leave.

(b) This clause does not apply to any dispute on a matter or matters arising in the course of bargaining in relation to a proposed workplace agreement.

(c) A person bound by this agreement may choose to be represented at any stage by a representative, including a union representative or employer’s organisation.

22.2 Obligations

(a) The parties to the dispute or grievance, and their representatives, must genuinely attempt to resolve the dispute or grievance through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.

(b) Whilst a dispute or grievance is being dealt with in accordance with this clause, work must continue in accordance with usual practice, provided that this does not apply to an employee who has a reasonable concern about an imminent risk to his or her health or safety, has advised the employer of this concern and has not unreasonably failed to comply with a direction by the employer to perform other available work that is safe and appropriate for the Employee to perform.

(c) No person bound by the agreement will be prejudiced as to the final settlement of the dispute or grievance by the continuance of work in accordance with this clause.

22.3 Agreement and dispute settlement facilitation

(a) For the purposes of compliance with this Agreement (including compliance with this dispute settlement procedure) where the chosen employee representative is another employee of the employer, he/she must be released by his/her employer from normal duties for such periods of time as may be reasonably necessary to enable her/him to represent employees concerning matters pertaining to the employment relationship including but not limited to:

(i) Investigating the circumstances of a dispute or an alleged breach of this Agreement or the National Employment Standards;

(ii) Endeavouring to resolve a dispute arising out of the operation of the agreement or the National Employment Standards; or,

(iii) Participating in conciliation, arbitration or any other agreed alternative dispute resolution process.

(b) The release from normal duties referred to in this clause is subject to the proviso that it does not unduly affect the operations of the employer.

22.4 Discussion of grievance or dispute

(a) The dispute or grievance must first be discussed by the aggrieved employee(s) with the immediate supervisor of the employee(s).
(b) If the matter is not settled, the employee(s) can require that the matter be discussed with another representative of the employer appointed for the purposes of this procedure.

22.5 Internal process

(a) If any party to the dispute or grievance who is bound by the agreement refers the dispute or grievance to an established internal dispute or grievance resolution process, the matter must first be dealt with in accordance with that process. The process must be consistent with the following principles:

(i) The rules of natural justice;
(ii) Provide for mediation or conciliation of the grievance;
(iii) Provide that the employers will take into consideration any views on who should conduct the review; and
(iv) be conducted as quickly, and with as little formality, as a proper consideration of the matter allows.

(b) If the dispute or grievance is not settled through an internal dispute or grievance resolution process, the matter can be dealt with in accordance with the processes set out below.

(c) If the matter is not settled, either Party may refer the matter to Fair Work Australia.

22.6 Disputes of a Collective Character

(a) The parties covered by the agreement acknowledge that disputes of a collective character concerning more than one employee may be dealt with more expeditiously by an early reference to FWA.

(b) No dispute of a collective character may be referred to FWA directly unless there has been a genuine attempt to resolve the dispute at the workplace level prior to it being referred to the Commission.

22.7 Conciliation

(a) Where a dispute or grievance is referred for conciliation, a member of FWA shall do everything that appears to the member to be right and proper to assist the parties to the dispute to agree on terms for the settlement of the dispute or grievance.

(b) Where a dispute or grievance is referred, a member of FWA shall do everything that appears to the member to be right and proper to assist the parties to the dispute to agree on terms for the settlement of the dispute or grievance.

(c) This may include arranging:

(i) conferences of the parties to the dispute or their representatives presided over by the member; and,

(ii) for the parties to the dispute or their representatives to confer among themselves at conferences at which the member is not present.

22.8 Conciliation before FWA shall be regarded as completed when:

(a) the parties to the dispute have reached agreement on the settlement of the grievance or dispute; or
(b) the member of FWA conducting the conciliation has, either of their own motion or after an application by either party, satisfied themselves that there is no likelihood that within a reasonable period, further conciliation will result in a settlement; or,

(c) the parties to the dispute have informed the FWA member that there is no likelihood of agreement on the settlement of the grievance or dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed.

22.9 Arbitration

(a) If the dispute or grievance has not been settled when conciliation has been completed, either party may request that FWA proceed to determine the dispute or grievance by arbitration.

(b) Where a member of FWA has exercised conciliation powers in relation to the dispute or grievance, the member shall not exercise, or take part in the exercise of, arbitration powers in relation to the dispute or grievance if a party objects to the member doing so.

(c) Subject to paragraph (d) below, the determination of FWA is binding upon the persons bound by this Agreement.

(d) An appeal lies to a Full Bench of FWA, with the leave of the Full Bench, against a determination of a single member of FWA made pursuant to this clause.

22.10 Conduct of Matters Before FWA

(a) Subject to any agreement between the parties to the dispute in relation to a particular dispute or grievance and the provisions of this clause, in dealing with a dispute or grievance through conciliation or arbitration, FWA will conduct the matter in accordance with the Act.

23. Discipline

Where an employer has concerns about the conduct of an employee, or a performance issue that may constitute misconduct, the following procedure is to apply.

23.1 Investigative procedure

(a) The employer will advise the employee of the concerns in question and any allegation in writing and conduct a fair investigation having proper regard to procedural fairness and the factors set out below.

23.2 Important procedural factors at this point in time include:

(a) The employer must take all reasonable steps to give the employee a reasonable opportunity to answer any concerns or allegations.

(b) The reason for any interview is to be explained.

(c) The employee is to be provided with any material which forms the basis of the concerns and any allegation against him or her and given a reasonable time to respond.

(d) If the employee raises an issue in his or her response to the employers concerns or allegations, that warrants further investigation, the Employer shall take reasonable steps to investigate the matter.
A reasonable opportunity is to be provided for a support person or representative of the Employee’s choice to attend all interviews or meetings conducted by the employer with the employee.

23.3 **Disciplinary procedure**

(a) If following the investigation, the employer reasonably considers that the employee’s conduct may warrant disciplinary steps being taken, the employer will notify the employee in writing of the basis of its view and any allegation and meet with the employee.

23.4 In considering whether the employee should be disciplined the employer will consider:

(a) whether there is a valid reason related to the conduct of the employee arising from the investigation justifying the disciplinary process;

(b) whether the employee knew or ought to have known that the conduct was below acceptable standards; and

(c) any explanation by the employee relating to conduct

23.5 **Possible outcomes**

Where it is determined that after following the procedures in this clause that disciplinary action is warranted, the employer may take any of the following steps depending on the seriousness of the conduct:

(a) counsel the employee, with the counselling recorded on the employee’s personnel file;

(b) give the employee a first warning, which will be verbal and a record of the warning recorded on the personnel file;

(c) give the Employee a second written warning in the event that the Employee has previously been given a first warning within the previous 12 months for that course of conduct;

(d) give the Employee a final written warning in the event that the Employee has previously been given a second written warning within the preceding 18 months period for that course of conduct;

(e) Terminate the Employee on notice in the case of an employee who repeats a course of conduct for which a final warning was given in the preceding 18 months; or

(f) Terminate the Employee without notice where the conduct is serious misconduct (as defined for the purposes of the Fair Work Act) that is wilful and deliberate.

(g) In case of misconduct warranting termination, either summarily or on notice, the Employer may issue the Employee with a final warning without following the steps in (a) to (f) above.

(h) The employer’s decision and a summary of its reasons will be notified to the employee in writing.

(i) If after any warning, a period of 12 or 18 months elapses (as relevant) without any further warning being required, all adverse reports relating to the warning must be removed from the Employee’s personnel file.

23.6 A dispute over the clause is to be dealt with in accordance with the Dispute Settling procedure of this Agreement.
24. Jury Service

24.1 An 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.

24.2 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.

24.3 The Juries Act 2000 (Vic) contains obligations in relation to the payment of casual employees who perform jury service. This Agreement is not intended to reduce any obligation or entitlement under those provisions.

25. Introduction of Change/Major Change

25.1 Maintenance of Existing Agreements

(a) This clause is not intended to diminish any existing entitlements for Employees under already agreed redeployment/ relocation provisions which are operative at the date of commencement of this Agreement.

(b) Where there are no such agreements, such agreements may be negotiated between the Parties.

(c) Nothing in this Agreement affects the entitlement to salary maintenance of an employee who is currently a beneficiary of salary maintenance.

25.2 Job Security

The Parties recognise that security of employment is an important issue for employees covered by this Agreement and will take account of this when organisational change occurs.

25.3 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 the Union(s).

25.4 Significant Effects

Unless otherwise provided for in this Agreement, 'significant effects' includes the 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.

25.5 Employer's Duty to Discuss Change

(a) The Employer will discuss with the employees affected and their Union(s) and any other representative/s of the Employee/s the introduction of the changes referred to in clause 25.3 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.

(b) The discussions between the Employer, the Employee, the Union/s and any other representative/s of the Employee/s and the relevant union will commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 25.3

25.6 To facilitate such discussions, the Employer shall provide the affected Employee, the Union/s and any other representative/s of the Employee/s with 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 the Employer shall not be required to disclose confidential information.

25.7 The Parties, the Employees (and their representatives) will respond in a timely manner to proposals, requests for information and communication regarding the proposed change.

26. Redeployment – former s97 employees

26.1 An Employee who was a s97 Employee as at 19 December 1997, who transferred to an Employer on or after 19 December 1997 and has been continuously employed by the same Employer since the date of transfer in the same position, and who is redeployed as a result of his/her position being made redundant to a position having a lower salary than the salary of his or her former position, must be paid a salary which is not less than the actual salary of the employee at the date of redeployment adjusted from time to time in accordance with this Agreement and adjusted to reflect each incremental step through the former classification on the anniversary of each increment.

26.2 An Employee covered by this clause must be paid:

(a) for a period of twelve months from the date of transfer a total emolument which is not less than the salary payable immediately prior to the date of transfer and the all purpose allowances paid to the employee over the preceding twelve months;

(b) for the purposes of this subclause all purpose allowances means:

(i) Any allowance (other than a higher duties allowance) which an employee would have been entitled to be paid whilst on recreation leave; and

(ii) Roster and shift allowances paid to the employee during the twelve months immediately preceding the day of transfer.

26.3 Salary - full-time employee

The ordinary salary for a full-time employee shall be his or her applicable salary in Schedule 2, excluding allowances.

26.4 Hourly rate - full-time employee

The ordinary hourly rate for a full-time employee shall be his or her applicable ordinary weekly salary divided by 38.

26.5 Hourly rate - part-time employee

The ordinary weekly salary and ordinary hourly rate for a part-time employee shall be calculated on a pro rata basis of a full-time employee.

26.6 Disturbance allowance

(a) An employee who was a s97 employee as at 19 December 1997, who transferred to an Employer on or after 19 December 1997 and has been continuously
employed by the same Employer since the date of transfer in the same position, and who is redeployed as a result of his/her position being made redundant and is redeployed and who is required to travel to a new work location is entitled to be paid a disturbance allowance in compensation for all disturbance factors, which are not otherwise provided for in this agreement.

(b) No disturbance allowance will be paid if the redeployed employee is required to travel less than ten kilometres extra per day.

(i) The allowance is paid in the following circumstances:

(A) at a rate of $709 if the employee is required to travel up to an extra 30 minutes or an extra 30 kilometres per day; and

(B) at a rate of $709, for each additional 30 minutes or 30 kilometres or part thereof.

(ii) An employee entitled to an allowance under this subclause may, in lieu, elect to be reimbursed all additional travel costs at public transport rates for a period of one year.

(iii) A redeployed employee who is not entitled to the disturbance allowance contained in this Agreement but who is required to pay additional travel costs as a result of relocation is entitled to be reimbursed those additional costs at public transport rates for a period of one year.

(iv) The disturbance allowance may be paid only once in compensation for all disturbance factors incurred by the single transfer.

(c) For the avoidance of doubt, the allowances referred to above will not be subject to any increase during the life of this Agreement.

27. Long Service Leave

27.1 Definitions

For the purpose of this clause the following definitions apply:

(a) Pay means remuneration for an Employee's normal weekly hours of work calculated at the 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.

(b) Month shall mean a Calendar Month.

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

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

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

(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.

(b) The amount of such entitlement shall be:

(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.

(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 sub-clause 27.2(b)(i).

(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.

27.3 Service Entitling To Leave

(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 sub-clause 27.2(b).

(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.

(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.

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

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

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

(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 personal/carer's leave clauses of this Agreement.

(iii) any interruption or ending of the employment by the Employer if such interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
(iv) any absence on account of injury arising out of or in the course of the employment of the Employee for a period during which payment is made under Clause 14 Accident Make-Up Pay;

(v) any unpaid leave of absence of the Employee where the absence is authorised in advance in writing by the Employer to be counted as service;

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

(vii) any period of absence from employment between the engagement with one of the said Institutions or Statutory Bodies and another 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 13 weeks inclusive of any period of paid annual leave, which the Employee actually received on termination or for which she/he is paid in lieu;

(viii) the dismissal of an Employee if the Employee is re-employed within a period not exceeding two months from the date of such dismissal;

(ix) any absence from work of an Employee for a period not exceeding 12 months in respect of any parental leave;

(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;

(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 sub-clause (e)(iv) Calculating Continuous Service

(f) In calculating the period of continuous service of any Employee, any interruption or absence of a kind mentioned in sub-clauses (e)(i)-(v) shall be counted as part of the period of her/his service, but any interruption or absence of a kind mentioned in sub-clauses (e)(iv)-(xi) shall not be counted as part of the period of service unless it is so authorised in writing by the Employer.

(g) 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):

(h) 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.

27.4 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.

27.5 Payment for Period of Leave

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

(i) in full in advance when the Employee commenced her/his leave; or
(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
(iii) in any other way agreed between the Employer and the Employee.

(b) Where any long service leave accrues to an Employee pursuant to clause 27.2 the Employee shall be entitled to pay in respect of such leave as at the date of termination of employment.

(c) Provided in the case of an Employee of an Institution or Statutory Body who accrues entitlement pursuant to clause 27.2 and who intends to be re-employed by another Institution or Statutory Body:

(i) Such an Employee may in writing request payment in respect of such leave to be deferred until after the expiry of the Employee's allowable period of absence from employment provided, in clause 27.3(e)(vii).

(ii) Except where the Employee dies the Employer gives 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.

(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.

(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.

27.6 Taking of Leave

(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 Fair Work Australia:

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

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

(iii) If the Employer and an Employee so agree:
(A) 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

(B) any subsequent period of long service leave to which the Employee becomes entitled may be taken in two separate periods,

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

27.7 Long Service Taken Pro Rata

(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.

(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.

27.8 Payment variations

(a) If an Employee becomes entitled to a period of long service leave and makes a request to take the Employee's long service leave entitlement or any part of that entitlement at either:

(i) double the quantum of leave on half pay; or

(ii) half the quantum of leave on double pay,

the Employer should whenever it is practical, permit the Employee to do so.

(b) If the granting of the request under sub-clause (a) results in an additional cost to the Employer, then it is not practical to grant an Employee's request.

27.9 Transfer of Accumulated Service

(a) 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.

(b) In the event of a request being made by the receiving Employer and Employee under clause 27.9, compliance with that request will satisfy the Employer's obligations under clause 27.5(b) to provide the Employee with long service leave/payment in lieu of long service leave.

27.10 Retention and/or transition to retirement

(a) An Employer and Employee may agree to allow an Employee to establish an agreed record of accrued long service leave (in hours) that will be preserved and remain available to an Employee should the Employer and Employee agree that the Employee convert their mode of employment from full time to part time employment to enable retention and/or transition to retirement.
(b) Any such agreement shall be established in writing and provided to the Employee by the Employer.

28. Parental Leave

28.1 Definitions

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

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

28.2 Parental leave

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

(b) The provisions of this clause apply to full-time, part-time and eligible casual Employees, but do not apply to other casual Employees.

(c) An eligible casual Employee means an Employee who:

(i) is, or will be, a Long term casual Employee immediately before the date of the birth, date of placement, or expected date of birth or placement;

(ii) has, but for the pregnancy or the decision to adopt, a reasonable expectation of continuing employment on a regular and systematic basis.

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

(e) Previous service within the public health sector, continuous with service with the Employer, is to be regarded for the purposes of accessing the entitlement to paid maternity leave for Employees with less than 12 months continuous service with an Employer.

(f) An Employer must not fail to re-engage a casual Employee because:

(i) the Employee or Employee’s spouse is pregnant; or

(ii) the Employee is or has been immediately absent on parental leave.

(g) The rights of an Employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

28.3 Basic entitlement

(a) Full time or part-time Employees who have, or will have, completed at least twelve months continuous service, are entitled to a combined total of 52 weeks paid and unpaid parental leave on a shared basis in relation to the birth or adoption of their child. An Employee who does not satisfy the qualifying service requirement for the paid components of leave, or an Employee who is an eligible
casual Employee, shall be entitled to leave without pay for a period not exceeding 52 weeks.

(b) Leave available is summarised in the following table:

<table>
<thead>
<tr>
<th>Type of leave</th>
<th>Paid leave</th>
<th>Unpaid leave</th>
<th>Total combined paid and unpaid leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maternity leave</td>
<td>10 weeks</td>
<td>42 weeks if primary care giver</td>
<td>52 weeks</td>
</tr>
<tr>
<td>Paternity/partner leave</td>
<td>1 week</td>
<td>51 weeks if primary care giver</td>
<td>52 weeks</td>
</tr>
<tr>
<td>Adoption leave – primary care giver</td>
<td>10 weeks</td>
<td>42 weeks</td>
<td>52 weeks</td>
</tr>
<tr>
<td>Adoption leave – secondary care giver</td>
<td>1 week</td>
<td>2 weeks</td>
<td>3 weeks</td>
</tr>
</tbody>
</table>

(c) If an Employee is required to attend pre-natal appointments or parenting classes and such appointments or classes are only available or can only be attended during the ordinary rostered shift of an Employee, then on production of satisfactory evidence of attendance at such appointment or class, the Employee may access his or her carer’s leave credit. The Employee must give the Employer prior notice of the Employee’s intention to take such leave.

(d) An Employee who gives birth to a stillborn child (at or after 20 weeks gestation) or who gives birth to a live baby who subsequently dies, during or before the period of intended leave, will be entitled to the full amount of paid parental leave. In either of these circumstances, paid partner leave/primary carer leave will also apply.

(e) Employees who already receive maternity/parental leave payments in excess of those above shall not suffer any disadvantage.

28.4 **Employee couple – concurrent leave**

(a) Parental leave is to be available to only one parent at a time, in a single unbroken period. However, both parents may simultaneously take:

(i) in the case of paternity/partner leave an Employee shall be entitled to a total of 1 week in connection with the birth of a child for whom he or she has accepted responsibility which may be commenced 1 week prior to the expected date of birth; and

(ii) in the case of short adoption leave for the secondary care giver, 3 week’s leave which may be commenced at the time of placement.

(b) Subject to 28.9(a)(i) the total concurrent leave must be for a period of 3 weeks or less. Where the Employer agrees, the Employee may start concurrent leave earlier or end concurrent leave later than provided for in sub-clause (a) above.
28.5 Maternity leave

(a) An Employee must provide notice to the Employer in advance of the expected date of commencement of parental leave. The notice requirements are:

(i) of the expected date of confinement (the Employer may require the Employee to provide evidence that would satisfy a reasonable person or a certificate from a registered medical practitioner stating that the Employee is pregnant) - at least ten weeks;

(ii) of the date on which the Employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.

(b) When the Employee gives notice under sub-clause (a) above hereof the Employee must also provide a statutory declaration stating particulars of any period of paternity/partner 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.

(c) An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

(d) Subject to 28.3(b) hereof and unless agreed otherwise between the Employer and Employee, an Employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

(e) Where an Employee continues to work within the six week period immediately prior to the expected date of birth of the child or is on paid leave under 28.14, an Employer may require the Employee to provide a certificate from a registered medical practitioner stating that she is fit for work in her present position. The Employer may require the Employee to start maternity leave if the Employee:

(i) does not give the Employer the requested certificate within 7 days after the request; or,

(ii) within 7 days after the request for the certificate, gives the Employer the medical certificate stating that the Employee is unfit to work.

(f) Where leave is granted under sub-clause (d) above hereof, during the period of leave an Employee may return to work at any time, as agreed between the Employer and the Employee provided that time does not exceed eight weeks from the recommencement date desired by the Employee.

28.6 Personal illness leave and special maternity leave

(a) The Employee must as soon as practicable give notice to the Employer of the taking of leave advising the Employer of the period, or expected period, of the leave in accordance with the following:

(i) where the pregnancy ends during the first 20 weeks the Employee is entitled to access any paid and/or unpaid personal illness leave entitlements in accordance with the relevant personal leave provisions;

(ii) where the pregnancy ends after the completion of 20 weeks, during the notified period/s the Employee is entitled to paid special maternity leave in accordance with 28.6(d), and thereafter, to unpaid special maternity leave.

(b) If an Employee takes leave for a reason outlined in sub-clause (a) above, the Employer may require the Employee to provide evidence that would satisfy a reasonable person or a certificate from a registered medical practitioner.
(c) 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 or registered midwife 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 28.3(a).

(d) For all purposes of this Agreement, maternity leave shall include special maternity leave.

28.7 Paternity/Partner leave

(a) An Employee will provide to the Employer at least ten weeks prior to each proposed period of paternity/partner leave, with:

(i) evidence (the Employer may require the Employee to provide evidence that would satisfy a reasonable person or a certificate from a registered medical practitioner) which names his or her spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

(ii) written notification of the dates on which he or she proposes to start and finish the period of paternity leave; and

(iii) a statutory declaration stating:

(A) except in relation to leave taken simultaneously with the child’s mother under clause 28.4 or clause 28.9(a)(i), that he or she will take the period of paternity/partner leave to become the primary care-giver of a child;

(B) particulars of any period of maternity leave sought or taken by his or her spouse; and

(C) that for the period of paternity/partner leave he or she will not engage in any conduct inconsistent with his or her contract of employment.

(b) The Employee will not be in breach of sub-clause (a) above if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

28.8 Adoption leave

(a) The Employee shall be required to provide the Employer with written notice of their intention to apply for adoption leave as soon as is reasonably practicable after receiving a placement approval notice from an adoption agency or other appropriate body.

(b) The Employee must give written notice of the day when the placement with the Employee is expected to start as soon as possible after receiving a placement notice indicating the expected placement day.

(c) The Employee must give the following written notice of the first and last days of any period of adoption leave they intend to apply for because of the placement:

(i) Where a placement notice is received within the period of 8 weeks after receiving the placement approval notice – before the end of that 8 week period; or
Where a placement notice is received after the end of the period of 8 weeks after receiving the placement approval notice – as soon as reasonably practicable after receiving the placement notice.

(d) As a general rule, the Employee must make application for leave to the Employer at least ten weeks in advance of the date of commencement of long adoption leave and the period of leave to be taken, or 14 days in advance for short adoption leave. An Employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the Employee, the adoption of a child takes place earlier.

(e) Before commencing adoption leave, an Employee will provide the Employer with a statement from an adoption agency of the day when the placement is expected to start and a statutory declaration stating:

(i) that the child is an eligible child, whether the Employee is taking short or long adoption leave or both and the particulars of any other authorised leave to be taken because of the placement.

(ii) except in relation to leave taken simultaneously with the child’s other adoptive parent under clause 28.4 or clause 28.9(a)(i), that the Employee is seeking adoption leave to become the primary care-giver of the child;

(iii) particulars of any period of adoption leave sought or taken by the Employee’s spouse; and

(iv) that for the period of adoption leave the Employee will not engage in any conduct inconsistent with their contract of employment.

(f) An Employee must provide the Employer with confirmation from the adoption agency of the start of the placement.

(g) Where the placement of child for adoption with an Employee does not proceed or continue, the Employee will notify the Employer immediately and the Employer will nominate a time not exceeding four weeks from receipt of notification for the Employee’s return to work.

(h) An Employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

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

28.9 Right to request

(a) An Employee entitled to parental leave pursuant to the provisions of clause 28.3 may request the Employer to allow the Employee:

(i) to extend the period of simultaneous unpaid parental leave provided for in clause 28.4(a) up to a maximum of eight weeks;
(ii) to extend the period of unpaid parental leave provided for in clause 28.3 by a further continuous period of leave not exceeding 12 months;

(iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the Employee in reconciling work and parental responsibilities.

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

(c) Employee’s request and Employer’s decision to be in writing.

(i) The Employee’s request and the Employer’s decision made under sub-clause (a)(ii) and (a)(iii) must be recorded in writing. The Employer’s response, including details of the reasons for any refusal, must be given as soon as practicable, and no later than 21 days after the request is made.

(d) Request to return to work part-time.

(i) Where an Employee wishes to make a request under sub-clause (a)(iii) above, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.

28.10 Variation of period of parental leave

(a) Unless agreed otherwise between the Employer and Employee, where an Employee takes leave under clause 28.3 and 28.9(a)(i) an Employee may apply to their Employer to change the period of parental leave on one occasion.

(i) Any such request for a reduction in a period of parental leave must be made in writing at least six weeks prior to the commencement of the proposed change.

(ii) Any such request for an extension in a period of parental leave must be made in writing at least four weeks prior to the commencement of the proposed change.

(b) Where during the period of parental leave the child/ren in respect of whom the leave was taken dies, an Employee shall be entitled to continue or reduce or extend the approved parental leave for such period as a registered medical practitioner certifies as necessary, provided the period does not exceed the total parental leave period available under clause 28.9.

28.11 Parental leave and other entitlements

An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 28.9.

28.12 Transfer to a safe job

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

(b) If the Employer does not think it to be reasonably practicable to transfer the
Employee to a safe job, the Employee may take paid no safe job leave, or the
Employer may require the Employee to take paid no safe job leave immediately
for a period which ends at the earliest of either:

(i) when the Employee is certified unfit to work during the six week period
before the expected date of birth by a registered medical practitioner, or

(ii) when the Employee’s pregnancy results in the birth of a living child or
when the Employee’s pregnancy ends otherwise than with the birth of a
living child.

(c) The entitlement to no safe job leave is in addition to any other leave entitlement
the Employee has.

28.13 Returning to work after a period of parental leave

(a) An Employee will confirm an intention to return to work after a period of parental
leave, at least six weeks prior to the expiration of the leave.

(b) Subject to sub-clause (c) below, an Employee will be entitled to the position which
they held immediately before proceeding on parental leave. In the case of an
Employee transferred to a safe job pursuant to clause 28.12 hereof, the Employee
will be entitled to return to the position they held immediately before such transfer.

(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 will be
entitled to a position as nearly comparable in status and pay to that of their former
position.

28.14 Replacement Employees

(a) A replacement Employee is an Employee specifically engaged or temporarily
promoted or transferred, as a result of an Employee proceeding on parental leave.

(b) Before an Employer engages a replacement Employee the Employer must inform
that person of the temporary nature of the employment and of the rights of the
Employee who is being replaced.

28.15 Consultation and communication during parental leave

(a) Where an Employee is on parental leave and a definite decision has been made
that will have a significant effect on the status, pay or location of the Employee’s
pre-parental leave position, the Employer shall take reasonable steps to:

(i) make information available in relation to any significant effect the change
will have on the status or responsibility level of the position the Employee
held before commencing parental leave; and

(ii) provide an opportunity for the Employee to discuss any significant effect
the change will have on the status or responsibility level of the position the
Employee held before commencing parental leave.
(b) The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee’s decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.

(c) The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer’s capacity to comply with sub-clause (a) above.

29. Requests for Flexible Working Arrangements

29.1 An Employee who is a parent, or has responsibility for the care, of a child may ask the Employer for a change in working arrangements for the purpose of assisting the Employee to care for the child if:

(a) the child is under school age; or
(b) the child is under the age of 18 and has a disability.

29.2 A request made under clause 29.1 above may include, but is not limited to, changes in hours of work, changes in patterns of work or changes in the location of work.

29.3 An Employee is not entitled to make a request under clause 29.1 unless:

(a) for an Employee, they have completed at least 12 months continuous service with the Employer immediately before making the request; or
(b) for a casual Employee if they are a Long Term Casual Employee

29.4 A request made under clause 29.1 must be in writing and set out:

(a) details of the change in working arrangements sought by the Employee; and
(b) the reasons for the change.

29.5 The Employer must respond to a request made under clause 29.1 within 21 days, stating whether or not the request is granted.

29.6 The Employer may refuse a request made under clause 29.1 on reasonable business grounds.

29.7 If the Employer refuses a request made by an Employee under clause 29.1, the written response provided under clause 29.5 must include the reasons for such a refusal.

30. Return of Property

30.1 Employees, on cessation of their employment, must return to their Employer the Employer's property.

30.2 An Employee who is provided any property by their Employer, at or after the time of their starting employment, may be required to complete a document provided by their Employer that outlines:

(a) the details and dollar value of the property as at the time provided;
(b) that the item at all times remains the property of the Employer;
(c) that the Employee agrees to return the provided property to the Employer on cessation of their employment;
(d) that should the provided property not be returned at the cessation of employment, the Employer reserves the right to seek to recover the value of the property.
31. Rural - Four Wheel Drive/All Wheel Drive

To improve the safety for rural and other relevant community practitioners, and where the need exists, at least one 4WD/AWD vehicle is to be made available to each rural community team. The vehicles are to be purchased as soon as vehicle replacement occurs.

32. Rural - Satellite Telephones

To improve safety for rural and other relevant community practitioners, the Employers shall provide access to satellite telephones when required to attend community contacts and mobile coverage is limited.

33. Salary Packaging

33.1 All Employees will have access to salary packaging arrangements as follows:

(a) By agreement with the Employee, the current rate of pay specified in Schedule 2, may be salary packaged in accordance with the Employer's policy on salary packaging provided that the Employer's policy is consistent with the guidelines published by the Australian Tax Office.

(b) The Employee shall compensate the Employer from within their base remuneration, for any Fringe Benefits Tax incurred as a consequence of any salary packaging arrangement the Employee has entered into. Where the Employee chooses not to pay any of the costs associated with their salary packaging, the Employer may cease the Employee's salary packaging arrangements.

(c) In the event that salary packaging ceases to be an advantage to the Employee (including as a result of subsequent changes to Fringe Benefits Tax Act 1986 (Cth) legislation), the Employee may elect to convert the amount packaged to salary. Any costs associated with the conversion to salary shall be borne by the Employee and the Employer shall not be liable to make up any benefit lost as a consequence of an Employee's decision to convert to salary.

(d) The Employee shall be responsible for all costs associated with the administration of their salary packaging arrangements, provided that such costs shall be confined to reasonable commercial charges as levied directly by the external salary packaging provider and/or in-house payroll services (as applicable), as varied from time to time.

(e) Employees who are considering salary packaging ought to seek independent financial advice. The Employer shall not be held responsible in any way for the cost or outcome of any such advice and any costs associated with salary packaging shall be paid for by the Employee.

34. Superannuation

34.1 In respect of Employees employed by an Employer prior to the commencement of this Agreement or Employees who transfer employment after the commencement of this Agreement, the Employer will continue to make superannuation contributions to the Employee's current superannuation fund (including but not limited to the State Superannuation Fund or its successor).

34.2 Subject to clause 34.1, an Employer will make superannuation contributions on behalf of an Employee, at the rate required to comply with the Superannuation Guarantee.
(Administration) Act 1992 and the Superannuation Guarantee Charge Act 1992, to either the Health Employees Superannuation Trust of Australia superannuation fund (HESTA) or the HealthSuper Superannuation Fund (or successors) as nominated by the Employee.

34.3 Upon commencement of employment the Employer will provide each Employee with a membership form for HESTA and HealthSuper and will forward any completed membership form of the Employee's choice of fund to the nominated fund within 28 days.

34.4 Subject to clause 34.1, in the event that an Employee does not provide an application form to the Employer within 28 days, the Employer will forward contributions and the Employee details to the applicable default fund.

(a) The applicable default fund will be:

(i) For Employees in Part C, HESTA;

(ii) For Employees in Part D, HealthSuper;

(iii) For Employees in Part E, the fund with the most Employees as members at each Employer, at each twelve month interval.

34.5 Subject to this clause, the rules governing the relevant superannuation fund and the Employee providing written authorisation, an Employee may make salary sacrifice contributions to an approved superannuation fund including a defined benefit fund.

34.6 Superannuation contributions paid by the Employer into an approved superannuation fund will be calculated on the basis of the rates of pay specified in this Agreement and not on the salary remaining after a component is sacrificed.

35. OHS Mental Health Industry Working Party

35.1 The Parties to this Agreement are committed to a proactive approach in the prevention and management of workplace injuries, amongst employees.

35.2 In an effort to improve safety for the Employees, the Parties agree to establish an OHS working party consisting of representatives of the Department and VHIA representing the Employers, and the ANF and HACSU to discuss, investigate and where possible, make recommendations.

36. Vehicle Allowance

(a) Where an Employee is required to use their own vehicle in connection with their duties, they shall be paid an allowance corresponding with the per kilometre rates as determined from time to time by the Australian Taxation Office [ATO] for Work Related Car Expenses (rates per business kilometre)

(b) The ATO rates current as at 1 July 2012 and applicable on commencement of this Agreement are:

<table>
<thead>
<tr>
<th>Engine capacity</th>
<th>Cents per kilometre</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ordinary car</td>
<td></td>
</tr>
<tr>
<td>1600cc (1.6 litre) or less</td>
<td>63 cents</td>
</tr>
<tr>
<td>1601cc - 2600cc</td>
<td>74 cents</td>
</tr>
<tr>
<td>Rotary engine car</td>
<td></td>
</tr>
<tr>
<td>800cc (0.8 litre) or less</td>
<td>63 cents</td>
</tr>
<tr>
<td>801cc - 1300cc</td>
<td>74 cents</td>
</tr>
</tbody>
</table>
(c) Where an Employee is required to use their own motor cycle in connection with their duties, they shall be paid a per kilometre allowance corresponding as follows:

The rates current as at 1 July 2012 and applicable on commencement of this agreement are:

<table>
<thead>
<tr>
<th>Engine Capacity</th>
<th>Cents per kilometre</th>
</tr>
</thead>
<tbody>
<tr>
<td>250cc and over</td>
<td>38 cents</td>
</tr>
<tr>
<td>Under 250cc</td>
<td>29 cents</td>
</tr>
</tbody>
</table>

(d) These rates will be adjusted at the same time and on the same percentage increase basis as the 1600cc car rates in sub-clause (a) above

(e) 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 reasonable railway or bus fares and reasonable out-of-pocket expenses incurred within the State of Victoria in reaching such position.

(f) Any Employee engaged for a distant position for a definite period shall, upon completion of the term of the engagement, receive reasonable railway, coach or plane fares or necessary mileage for use of private car for return trip or reasonable out-of-pocket expenses incurred in travelling within the State of Victoria.
Part C  Registered Psychiatric Nurses, Psychiatric Enrolled Nurses and Psychiatric Services Officers

37. Application of this Part
37.1 The terms of Part C of this Agreement apply to Employees engaged as:
   (a) Registered Psychiatric Nurse;
   (b) Psychiatric Enrolled Nurse; or
   (c) Psychiatric Services Officer.

38. Definition Specific to this Part of this Agreement
38.1 The following definition will apply in Part C of the Agreement:
   (a) **Allowance Rate** means the weekly wage of an RPN Grade 2 Year 3;
   (b) **shift worker**, for the purposes of the NES, means an Employee who is rostered and works over seven days of the week throughout the qualifying 12 months period of service.

38.2 In Part C of the Agreement, allowances shall be calculated to the nearest 10 cents, an exact amount of 5 cents in the result going to the higher figure, unless otherwise specified.

39. Employment Arrangements
   Each Employer shall provide each Employee on commencement with a letter of appointment containing the information set out in Schedule 4 to this Agreement.

40. Modes of Employment
40.1 **Full-time employment**
   A full-time Employee is one who is employed to work an average of 38 hours per week.

40.2 **Part-time employment**
   (a) 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.

   (b) A part-time Employee shall be paid per hour worked an amount equal to one thirty-eighth (1/38th) of the weekly wage as appropriate to the Employee's classification 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 according to the number of hours the Employee worked on average over the past 12 months.

   (c) The payment or deduction of payment in lieu of notice of termination of employment shall be calculated on a proportionate basis.
(d) Notwithstanding the above, a part-time PSO employed on a regular basis for four hours or less per week shall be paid in accordance with clause 40.3

40.3 Casual employment

(a) 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.

(b) Casual Employees shall be paid as follows:

(i) RPN, PEN and PSO - per hour worked an amount equal to one thirty-eighth (1/38th) of the weekly salary appropriate to the class of work performed plus 25 per cent.

(c) A casual Employee shall not be entitled to the provisions of the Agreement relating to Annual Leave, Long Service Leave, paid Compassionate Leave, paid Parental Leave, and paid Personal Leave. However, casual Employees are entitled to unpaid Compassionate, Personal and Parental Leave as specified in the relevant clauses and to receive the appropriate uniform, laundry, shift, Qualifications, Saturday & Sunday Work and all other applicable allowances contained in this Part.

(d) The provisions of the Termination of Employment clause shall not apply in the case of a casual Employee.

(e) The persons covered by this Agreement confirm their commitment to maximise full time and part time employment and agree that the engagement of casual Employees shall, subject to clause 58.10, 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.

(f) 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.

(g) 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.

40.4 Fixed term employment

A Fixed term Employee is an Employee who is employed for a specified period of time, which period is known at the commencement of the contract, or for a specified task, such as employment in special specific projects/programs and/or training positions including graduate nurse positions, replacement of Employees on extended leave such as parental leave, long term WorkCover or long service leave, replacement of Employees on secondment and/or temporary reassignment, and post graduate training.

40.5 Converting From Full-time Employment to Part-time Employment

(a) A full time Employee may, by agreement with the Employer, convert to part time employment arrangements.
Where a full time Employee converts from full time to part time, the Employer shall not reduce the total EFT of the Employee's workplace as a result of the conversion to part time.

41. Hours of work

41.1 A rostered day off is to accrue for all full-time Employees. A full time Employee will work an average of 152 hours per four week period.

41.2 Subject to sub-clause 41.3 below, the roster for full time Employees will comprise minimum shift lengths of an 8 hour day shift, 8 hour evening shift and 10 hour night shift. If required, discussions may take place at the local level between Employers and Employees and their unions to consider the applications of this roster configuration to part-time Employees.

41.3 The obligations as they apply to a particular Employer under sub-clauses 41.1 and 41.2 above respectively may be varied by agreement between the Employer and the affected Employees for the following reasons:

(a) the majority of Employees seek shifts that are contrary to the 8:8:10 roster described in sub-clause 41.2 above; or

(b) to allow for the continuation of current arrangements with respect to 'hours of work'.

41.4 Arrangements adopted in accordance with sub-clause 41.3 above:

(a) must not result, on balance, in a reduction in the overall terms and conditions of employment of the Employee to whom the proposed arrangements would apply; and

(b) shall be recorded in writing and copies shall be provided to Employees to whom the arrangements apply.

41.5 Despite clause 44 of this Agreement, if an Employee works on a shift during which the time changes because of the introduction of, or cessation to, daylight saving, that Employee will be paid for the actual hours worked at the ordinary time rate of pay. For the purpose of calculating a rostered day off in accordance with sub-clause 41.1 above, Employees who work a shift during which the time changes because of the introduction or, or cessation to, daylight saving, will be taken to have worked the standard hours for a night shift.

(a) Additional shifts, above the existing staffing allocation, to meet specific treatment or program requirements may be met by shifts of up to 8 hours (10 hours night duty), but not less than 4 hours. Such shifts are not for the purpose of increasing the available staffing to meet ongoing escalated demand that continues beyond the end of the shift.

42. Rest breaks and rosters

42.1 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.

42.2 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.

42.3 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.

42.4 Meal breaks
(a) Except as provided for in clause 42.4(b), a meal break of not less than 30 minutes and not more than 60 minutes shall be provided to each Employee during a shift. The meal break shall not be counted as time worked.

(b) Each Employee who is not relieved from duty (and on-call) during the rostered meal break shall be granted a meal break of not less than 20 minutes to be commenced after completing three hours and not more than five hours of duty. Such time will be counted as time worked.

42.5 Rosters
(a) 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) for the purpose of ensure compliance with the rostering provisions of this Agreement.

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

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

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

(i) Where the Employer requires an Employee without seven days notice and outside the excepted circumstances prescribed in clause 42.5(c) 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 Allowance Rate prescribed in Schedule 2.

(ii) 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.

(e) An Employee, by making a request in writing to the Employer, may have his or her roster fixed by the provisions of clause 42.5(f), in lieu of clauses 42.5(a) - (d).

(f) Rosters shall be fixed by mutual agreement, subject to the other provisions of this Agreement.

(g) An Employee may repudiate the request referred to in clause 42.5(e) 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 42.5(a) to 42.5(d)(i) 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.
(h) Notwithstanding any other provision of this part, this clause shall not apply to casual Employees, and Employees above the level of RPN 5.

(i) The following rostering principles will apply:

   (i) Unless by agreement shift changes shall be avoided during the roster period;

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

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

(j) Subject to practicality and service requirements, the Employer will ensure that:

   (i) Employees will not be rostered 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;

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

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

(k) Nothing in this Agreement is intended to disturb local rostering agreements or arrangements with the Employer.

(l) Disputed matters shall be resolved in accordance with the dispute settlement procedure of this Agreement.

42.6 Retention and/or transition to retirement - Alternate work location

   (a) An Employer and Employee may agree to allow an Employee to transfer to an alternate work location to facilitate retention and/or enable transition to retirement.

   (b) Any such agreement shall be established in writing and provided to the Employee by the Employer.

43. Make-up time

43.1 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:

   (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.

   (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.

43.2 Clause 43.1 is subject to the Employer also informing each union 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.

43.3 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 Fair Work Regulations 2009 (Cth).
44. Overtime

44.1 General

(a) Except in the case of Employees over the level of RPN 5 and casual Employees, work done in excess of the ordinary hours prescribed by this Agreement 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.

(b) For the purposes of this clause, time worked on any given day by an Employee (whether full-time or part-time) in addition to the ordinary rostered shift length of the Employee shall constitute overtime. Except in the case of CATT recall (which is dealt with in clause 17), overtime is also payable for all re-call duties.

44.2 Time in lieu of overtime payments

(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 the accrual of such leave shall not extend beyond a 28 day period.

(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.

45. 10 Hour break between overtime/recall

45.1 When overtime worked (including re-call 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. An Employee is not to incur any loss of pay for rostered hours not worked during such an absence.

45.2 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 roster 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 has had 10 hours continuously off duty without loss of pay for rostered ordinary hours occurring during such an absence.

45.3 If, on the instruction of the Employer, an Employee resumes or continues work without having had 10 consecutive hours off duty, that Employee shall be paid at the rate of double time until they have been released from duty for such period and they shall then be entitled to 10 consecutive hours off duty without loss of pay for the rostered hours occurring during such an absence.

46. Oncall/recall

46.1 On-call/recall allowance (non CATT)

(a) An employee required to be 'on call' or who returns to duty when off duty shall be paid in addition to any other amount payable the sum as set out in Schedule 2.

(b) Where re-call to duty can be managed without the employee having to return to their workplace (for example by telephone), the employee will be paid a minimum
of one hour's overtime, however multiple re-calls within a discrete hour will not attract additional payment.

(c) An employee re-called to work overtime during an off-duty period that is not continuous with the completion or commencement of the employee's rostered period of duty will be paid a minimum of 3 hours.

46.2 Four Clear Days

(a) In order to ensure that there are sufficient breaks free from on-call duty, all Employees are to receive 4 clear days per fortnight guaranteed free from on-call duty.

(b) Alternative 4 clear day arrangements

(i) A party may propose that all Employees at a particular campus be covered by the following provisions of this clause, and if approved by agreement between the parties, any entitlement to 4 clear days free from on call duty will no longer apply to those Employees and where that Employee is required to perform rostered on-call duty:

(A) on days that the Employee is not rostered for duty; and

(B) is rostered for on-call duty for a minimum of two days during four or more four week roster cycle during an anniversary year,

(ii) additional leave (in addition to the additional week's leave under the NES for shiftworkers as defined in this Agreement) will accrue to the Employee, but is not payable for the same bodies of work, in accordance with the table below:

<table>
<thead>
<tr>
<th>Number 4 week cycles on call</th>
<th>Number of Additional leave days</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>2</td>
</tr>
<tr>
<td>6</td>
<td>3</td>
</tr>
<tr>
<td>8</td>
<td>4</td>
</tr>
<tr>
<td>10</td>
<td>5</td>
</tr>
</tbody>
</table>

(iii) The additional leave in this clause does not apply to any weekend on which 4 hours or less is worked on call.

(iv) No leave loading is paid on the extra leave in this clause.

47. Salaries and Increments

(a) The salaries and allowances payable to Employees are set out in Schedule 2.

(b) Where allowance and salary increments are provided for an Employee's classification, the Employee shall be entitled to progress through the annual increments on the anniversary of their employment, subject to the following:

(i) an Employee who has worked an average of 24 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 in which the Employee is employed.
48. Payment of salaries

48.1 Each Employee's salary 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 on which the Employer's pay day falls due.

48.2 Employees shall be given a written statement on the day on 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.

48.3 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.

Delays in processing pay

48.4 Subject to clauses 48.4(a) and 48.5, if an Employee is kept waiting for longer than the close of business on the business day following notification by the Employee to Payroll of an underpayment or non-payment under clause 48.2 or 48.3, the Employee will 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.

(a) Clause 48.4 operates subject to:
   (i) the underpayment is 5% or more of the remuneration owed under clause 48.2 or 48.3.
   (ii) except in cases of hardship, amounts less than 5% will be processed in the Employee's next pay period.
   (iii) where the Employee notifies the Employer of hardship in respect of an amount owing of less than 5%, the Employer will make its best endeavours to make the payment owing as soon as possible.

(b) the Employer will notify the Employee of the adjustment being processed and provide the date of payment and any payment identification details

(c) the Employer has fulfilled their obligations under 48.4 if payment has been processed by close of business on the next business day following notification by the Employee of an underpayment as described in 48.4(a)(i).

(d) it is both parties’ obligation to complete and forward the timesheet for processing in accordance with the internal processes.

(e) Where an underpayment or non-payment arises as a result of Employee error the penalty under clause 48.4 does not apply. However, upon notification, the Employer will make its best endeavours to make the payment owing as soon as possible.

48.5 Clause 48.4 will not come into effect if any unforseen event or circumstance outside the control of the Employer frustrates the Employer's ability to meet the requirements of this clause.

48.6 Overpayments

(a) In all cases where an overpayment of salary/entitlements has occurred, the Employer shall advise the Employee concerned and provide documentary evidence
of the circumstances surrounding the claimed overpayment and the amount involved as soon as possible.

(b) Once the employee has received written details of the overpayment, the employer and the employee will meet to discuss the claimed overpayment with the aim of reaching an agreement about the alleged overpayment.

(c) Where requested by the employee, the employer shall provide a full audit of the employee’s payroll record.

(d) Once agreement has been reached that an overpayment has occurred, the employer and the employee will agree in writing upon a scheme of repayment having regard to the employee’s personal circumstances.

(e) The employee has the option to repay the overpayment in cash, through a deduction from salary or through another mutually agreed process.

(f) The employer will not make deductions from wages without written agreement from the employee in relation to the quantum and timing of the deductions.

(g) Where an Employee's remaining period of service does not permit the full recovery of any overpayment to be achieved in accordance with the agreed repayment arrangements, the Employer shall have the right to deduct any balance of such overpayment from monies owing to the Employee on the Employee's date of termination, resignation or retirement, as the case may be.

(h) Where the circumstances make it appropriate, the Employer may exercise discretion not to pursue recovery of overpayments.

(i) Where agreement cannot be reached on any of the matters contained in this clause, the employee may invoke the Dispute Settling Procedures of this Agreement and no repayment will be commenced until the matter is resolved.

49. FBT

Employees who use an Employer provided motor vehicle as a result of the performance of their employment duties (eg. crisis assessment treatment team on-call functions) are not to suffer any financial disadvantage, howsoever incurred, as a result of fringe benefits tax (FBT) law.

50. Allowances

50.1 Qualification Allowance - Registered Psychiatric Nurses

A RPN is entitled to a qualification allowance set out in Schedule 2 as calculated below, subject to the following:

(a) Subject to clause 50.1(b), a RPN holding more than one qualification is only entitled to one qualification allowance that being the allowance for the highest qualification held.

(b) In order to be entitled to this allowance, it must be demonstrated that at least one component of the relevant qualification is applicable to the Employee's current area of practice. In situations where a component of a post graduate qualification is relevant to that Employee's current area of practice, an allowance is payable. In considering whether a component of the qualification is relevant, the nature of the qualification and the current area of practice of the qualification holder are the main criteria. Other considerations may include:
(i) the clinical or other area of work of the RPN;
(ii) the classification and position description of the RPN;
(iii) whether the qualification would assist the RPN to perform his or her role and/or assist in maintaining quality patient care and/or assist in the administration of the area in which the RPN is employed.

(c) Certificates obtained from training or education facilities shall be recognised provided that the programs are equivalent to a University/graduation certificate and the training / education facility verifies that in writing.

(d) A RPN claiming an entitlement to a qualification allowance must provide the Employer with evidence that the qualification is actually held.

(e) A qualification allowance cannot be claimed by a RPN in respect of that Employee's qualification leading to registration.

(f) A RPN who holds a Hospital Certificate, Graduate Certificate or equivalent shall be paid, in addition to her/his salary, 4.0% of the Allowance Rate

(g) A RPN who holds a Post-Graduate Diploma or Degree (other than a nursing undergraduate degree) shall be paid, in addition to her or his salary, 6.5% of the Allowance Rate

(h) A RPN who holds a Masters or Doctorate shall be paid, in addition to her/his salary,7.5% of the Allowance Rate

(i) The above allowances are to be paid during all periods of leave except sick leave beyond 21 days and long service leave.

(j) The allowance is to be paid on a pro-rata basis for non-full time Employees.

50.2 Qualification allowance - Psychiatric Enrolled Nurses and Psychiatric Services Officers

(a) A qualification allowance applies to,

(i) a PEN who holds a certificate or qualification which, is in addition to the minimum qualification held by the PEN for registration with the NMBA, or

(ii) a PSO who holds a certificate or qualification,
in which it is demonstrated that at least one component is applicable to the Employee's current area of practice and/or work.

(b) The allowance for a certificate or qualification for a course of 6 months duration, but not including a pre or post registration course leading to endorsement to administer medication, is 4% of:

(i) the PEN 1.8 wage rate for a Level 1 PEN;
(ii) the PEN 2.2 wage rate for a Level 2 PEN;
(iii) the actual wage rate of the PSO;

(c) The allowance for a certificate or qualification for a course of 12 months duration is 7.5% of:

(i) the PEN 1.8 wage rate for a Level 1 PEN;
(ii) the PEN 2.2 wage rate for a Level 2 PEN;
(iii) the actual wage rate of the PSO;
(d) Provided that only one allowance referred to above is payable to each PEN or PSO, being the allowance for the highest qualification held.

(e) A PEN or a PSO claiming entitlements to the qualification allowance must provide the Employer with evidence that the qualification is actually held.

(f) A qualification allowance cannot be claimed by a PEN in respect of that Employee's qualification leading to registration with the NMBA as a PEN.

50.3 **Meal Allowance**

(a) An Employee shall be supplied with an adequate meal where an Employer has its own cooking and dining facilities or be paid meal money in addition to any overtime payment as set out in Schedule 2 in the following circumstances:

(i) In addition to a shift:
   
   (A) an Employee when required to work after the usual finishing hour of work on a shift beyond one hour (Monday to Sunday inclusive), (allowance A);
   
   (B) an Employee when required to work after the usual finishing hour of work on a shift beyond five hour (Monday to Sunday inclusive), (allowance A and allowance B);

(ii) On a rostered day off:
   
   (A) an Employee when required to work more than five hours overtime, (allowance A);
   
   (B) an Employee when required to work more than nine hours overtime (allowance A and B);

(iii) These foregoing provisions shall not apply where an Employee could reasonably return home for a meal within the period allowed;

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

50.4 **Recall to duty**

(a) 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.

(b) 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 the Vehicle Allowance.

(c) 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.

50.5 **Telephone Allowance**

Where the Employer requires an Employee to install and/or maintain a fixed telephone for the purposes of being on-call, the Employer shall refund the installation costs and pay a fortnightly Telephone Allowance as set out in Schedule 2.

50.6 **Travelling Allowance**
Any Employee whose duties require her/him to travel shall be paid all reasonable out-of-pocket expenses.

50.7 **Saturday and Sunday Work**

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

(b) 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.

(c) This clause shall not apply to Employees above the classification of RPN 5.

(d) Except in circumstances of a redeployment, a part-time Employee who was also a part-time employee of the Department as at 19 December 1997 and who became employed (and continues to be employed) by an Employer who is a respondent to this Agreement, shall be paid a 100% shift penalty payment for all work performed on a Sunday. For the avoidance of doubt, such an Employee will not also be entitled to receive the penalties described above.

50.8 **Shift Allowances**

(a) 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 38 of this Agreement per rostered period of duty per rostered period of duty.

(b) Provided that 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 a.m. he or she shall be paid a night duty allowance as set out in Schedule 2.

(c) Provided that this clause shall not apply to Employees above the level of RPN 5.

50.9 **Change of Shift Allowance – PEN and PSO**

(a) For the purposes of clause 50.11, the change of shift allowance is calculated as the amount equal to 4% of the weekly rate of

(i) PEN Level 1 Year 1 for a PEN,

(ii) PSO Level 1 Year 1 for a PSO.

(b) For the purposes of this clause a change of shift occurs when a PEN/PSO changes from working one shift to another shift, the time of commencement of which shift differs by four hours or more from that of the first shift.

50.10 **Change of Shift Allowance does not apply to new Employees**

(a) The Allowance provided by clauses 50.9 and 50.11 does not apply to an Employee unless that Employee was employed as a PEN or PSO by an Employer listed in Schedule 1 to this Agreement on the date that this Agreement came into operation (Existing Employee). A Certificate of Service in accordance with Schedule 8 of this Agreement shall constitute acceptable proof that the Employee was an Existing Employee.

50.11 **Capping of Change of Shift Allowance for Existing PEN and PSO**
Clause 50.11 is not intended to disturb any historical agreement between an Employer and an Existing Employee (agreement may be in writing or be based on past custom and practice) for a set number of change of shift allowances per designated period. If such an historical agreement applies to an Employee, clause 50.11(c) will not apply to that Employee.

An Existing Employee who is not receiving the change of shift allowance in accordance with sub-clause 50.11(a) above, shall continue to receive the change of shift allowance as specified in clause 50.9 until the cap is established in accordance with sub-clause (c) below.

An Existing Employee who is not receiving change of shift allowances in accordance with sub-clause 50.11(a) above, shall, on and from 3 months after the commencement of this Agreement, receive a set number of change of shift allowances per pay period, determined as follows:

(i) The Employer shall calculate the Average for that Employee over the preceding 12 months and provide, by 2 months after the commencement of this Agreement, written notice to each Existing Employee (and their representatives) of the relevant Average to apply to that Employee (the Notice). Where the average figure is not a whole number, rounding up will apply at 0.5 or more, and rounding down at less than 0.5.

(ii) if any Existing Employee (or their representative) considers that the Average is incorrect, they shall notify the Employer in writing by not later than 3 months after the commencement of this Agreement;

(iii) if notification in writing is provided under sub-clause 50.11(c)(ii) above, the Employer and the Existing Employee/s (or their representative/s) shall attempt to resolve the issue and, if agreement is reached the Employer shall issue a revised Notice. If there is not agreement the matter will be dealt with under the Dispute Settling Procedures of this Agreement;

(A) once an Employer issues a Notice, the Average in that Notice will apply to that Existing Employee, unless and until the Employer issues a revised Notice under sub-clause 50.11(c)(iii) above.

(d) The entitlement established under sub-clause 50.11(a) or 50.11(c) above will become the cap for that Employee, and such entitlement shall be maintained for each Existing Employee whilst employed by an Employer for the duration of this Agreement, unless the Employee:

(i) chooses to work fixed shifts and never works shifts that would entitle the Employee to payment under this clause; or

(ii) ceases to be employed as a PEN or PSO.

50.12 Uniform and Laundry Allowance

(a) Where an Employer requires an Employee to wear a particular type or style of uniform then the Employer shall provide this at no cost to the Employee. Payment in lieu of providing the uniform is not permitted.

(b) Where a uniform is not provided by the Employer the Employee shall be paid a uniform allowance at daily or weekly rate set out Schedule 2, whichever is the lesser amount in total.
Where laundering by or at the expense of the Employer is not provided, an Employee shall be paid a laundry allowance at the daily or weekly rate set out in Schedule 2, whichever is the lesser amount in total.

The uniform allowances but not the laundry allowance shall be paid to an Employee during all absences on leave, except absence on long service leave and absence on sick leave beyond 21 days. 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.

Where an Employer provides an Employee with uniforms, all articles so provided remain the property of the Employer.

The rounding provision does not apply to the calculation of this allowance.

50.13 **Higher Duties Allowance**

(a) An Employee, other than an RPN classified above 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.

(b) Notwithstanding the provisions of sub-clause (a) above, the following provisions shall apply to Employees who are appointed to relieve a Unit Manager:

(i) **Off Duty Shifts**

   (A) Where a work unit involves shift work, Associate Nurse Unit Managers (ANUM) may be appointed to undertake in-charge functions during the off duty periods of the Unit Manager. The rate of pay assigned to RPN Grade 3 includes payment for the performance of the in-charge function during the off duty periods of the Unit Manager.

   (B) Where an RPN other than an ANUM is required to act in-charge during the off duty period of an ANUM (which event shall be the exception to the rule), such RPN shall be paid at the minimum rate applicable to the Associate Nurse Unit Manager position which would normally be in-charge on that shift.

   (C) Provided that where no ANUM position has been appointed with respect to the relevant shift, the provisions of sub-clause (a) above shall apply.

(ii) **Periods of Absence**

   (A) The provisions of sub-clause (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 ANUM 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.

   (B) An RPN above the level of RPN 6 who is called upon to relieve an RPN 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.

50.14 **Senior Allowance - PSO**

(a) Subject to clause (b) below, a PSO who is appointed as a 'Senior' will have his/her classification preceded by the word 'Senior' and paid an allowance of 10% to be calculated upon the base rate payable in Schedule 2 in addition to any other allowance to which the Employee is entitled.

(b) Appointment to a classification preceded by the word 'Senior' will only be made where the work performed by such person represents a net addition to the work value of the substantive role in a similar area or areas. Indicative of a net addition to work value may include the performance of additional duties or functions, the assignment of a special project or an increased emphasis on the performance of core functions already undertaken by Employees in that classification.

(c) A net addition to the work value of the substantive role of an Employee would be characterised by:

(i) the additional functions or duties are a regular and on-going requirement; and

(ii) experience in the role commensurate with this clause, coupled with on the job training where provided by the Employer; and

(iii) the necessity for additional training in a particular aspect of the role above that is required to fulfil the role of an Employee employed in a similar area or areas; and

(iv) a greater level of judgment is required from the Employee whereby he/she is capable of making independent decisions to a degree not generally expected of an Employee employed in a similar area or areas; and

(v) a higher degree of accountability is expected for work undertaken, such that the Employee is clearly performing at a level above that of her or his peers employed in a similar area or areas by the Employer where the requirements of sub-clause (b) above continue to be met.

(d) Where the Employer no longer requires the Employee to perform the extra duties (that attract the allowance), the Employee will be informed and consultation will occur regarding scope for other extra duties to be identified that the Employer may require the Employee to perform which may attract payment of the allowance.

50.15 **Childcare Expenses**

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

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

50.16 **Out of Hours Supervisor**

(a) The arrangements as at 19 December, 1997 in relation to a senior psychiatric nurse out of hours/in charge of facilities allowance will not be disturbed as a result of the implementation of this Agreement.
51. Annual Leave Entitlements

51.1 Quantum of annual leave

(a) A full time employee will accrue 190 hours' annual leave per year of continuous service.

(b) A full-time Employee who is required to work and who worked ordinary hours on week days and ordinary hours on weekends throughout the qualifying 12 months period of service, shall be allowed an additional seven consecutive days' leave including non-working days. A full-time Employee with twelve months' continuous service so engaged for part of the qualifying twelve month period shall have the leave prescribed in this paragraph increased by half a day for each month during which engaged as aforesaid.

(c) Annual leave as provided in paragraph (a) above will accrue to a part time Employee on a pro rata basis.

51.2 Taking of leave

(a) 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.

(b) An Employee may elect, with the consent of the Employer, to accrue and carry forward any amount of annual leave for a maximum of two years from the date of entitlement.

(c) An Employee is entitled to apply to take annual leave at anytime and the Employer shall not unreasonably refuse such an application.

(d) Where the Employee has leave that has accrued for 12 months after the date upon which the right to such leave has accrued, the Employer may direct the Employee to take some or all of that accrued annual leave.

(e) 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 ten in each year of employment. These ten days may be taken consecutively. Annual leave taken under this clause shall be exempt from the provisions of sub-clause 51.3 below and shall be paid in the next pay period.

51.3 Payment for annual leave

An Employee may elect in writing to be paid, before going on annual leave, the amount of wages they would have received for ordinary time worked had they not been on leave during that period, or to continue with their normal pay cycle.

51.4 Annual leave loading

(a) In addition to their ordinary pay, an Employee will be paid an annual leave loading of 17.5% of the ordinary rate of pay applying to their classification, in respect of four weeks annual leave per annum only, subject to the maximum loading amount in Schedule 2.

(b) Alternately Shift Workers will be paid the higher of either sub-clause (a) above or the weekend and shift penalties, and allowances, that the Employee would have received had they not been on leave during the relevant period in respect of four weeks annual leave per annum only.

51.5 Payment of annual leave on termination
On the termination of their employment, an Employee will be paid their untaken accrued annual leave and any applicable annual leave loading.

51.6 **Sick Whilst on Annual Leave**

(a) Where an Employee becomes sick whilst on annual leave for 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 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.

(b) The amount of annual leave loading received for any period of annual leave converted into sick leave in accordance with the above shall be deducted from any future entitlement to annual leave loading.

52. **Cashing out of annual leave**

52.1

(a) An Employee wishing to convert a period of annual leave to salary must make a request in writing to the Employer. Where the Employer agrees to that request, an agreement between the Employee and the Employer will be entered into.

(b) No more than 2 weeks annual leave may be converted to salary in any 12 month period,

(c) The terms of that agreement must require that:

(i) paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid leave being less than one year's accrual of annual leave; and

(ii) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Employer and the Employee; and

(iii) the Employee must be paid at least the full amount that would have been payable to the Employee (and annual leave loading as applicable) had the Employee taken the leave that the Employee had forgone; and

(d) Superannuation contributions will be paid by the Employer in respect of any period of annual leave paid out in accordance with this clause.

(e) Payments made in accordance with this clause extinguish an Employee's right to access annual leave or receive further payment for the period of annual leave paid out.

(f) The request is made voluntarily by the Employee and is in response to a domestic or other pressing necessity.

52.2 **Part-time Employees – cashing out of annual leave where contracted EFT fraction has reduced**

(a) A part-time Employee with an excess annual leave accrual arising as a result of a reduction in EFT fraction, may elect in accordance with this clause, to be paid for leave taken at the previous EFT fraction.

(b) A part-time Employee's entitlement to utilise this clause is subject to the following conditions:
(i) the Employee must have sufficient annual leave accrued so that, at the end of the annual leave period, and after deducting the annual leave that is cashed out, the Employee will retain at least one year's accrual of annual leave (at the new EFT fraction);

(ii) the Employee elects in writing to utilise this clause, and the Employer agrees to allow the Employee to do so;

(iii) subject to meeting the other requirements of this clause, the Employee may cash out so much of their accrued annual leave, at the same time as taking annual leave, as would see the Employee receive (for the relevant period) the same rate of pay as the Employee would have received for the period of annual leave had they been at their previous EFT fraction (including annual leave loading); and

(c) The cashing out of annual leave must comply with the requirements of clause 52.1 of this Agreement.

Example

(i) A part-time employee recently reduced their contracted EFT from 32 hours per week to 16 hours per week. The Employee wishes to take two weeks annual leave. The Employee's payment for annual leave taken would be 32 hours’ pay (16 hours per week multiplied by 2), plus annual leave loading.

(ii) The Employee has 160 hours of accrued annual leave (ie 5 weeks leave at their previous EFT, or 10 weeks' leave at their new EFT,), before taking or cashing out any annual leave.

(iii) Subject to the Employee complying with this clause, the Employee may elect to cash out an additional 32 hours annual leave (plus annual leave loading), at the same time as taking annual leave, so that the total paid to the Employee during the period of leave is:

(A) 32 hours’ pay (16 hours per week multiplied by 2), plus annual leave loading, for annual leave taken; plus

(B) 32 hours' pay, plus annual leave loading, for annual leave cashed out.

(iv) At the end of the annual leave period, the Employee retains one year's accrual of annual leave, at the Employee's part time hours. That is, the Employee will have:

(A) 160 hours accrued prior to the leave period, minus 32 hours taken, minus 32 hours cashed out = 96 hours (16 hours multiplied by 6 weeks) accrued annual leave at the end of the leave period.

53. Purchased leave

(a) Any Employer may enter into a 48/52, 49/52, 50/52 or 51/52 arrangement (Purchased Leave Arrangement) with an Employee.

(b) A Purchased Leave Arrangement means an arrangement under which an Employee accrues up to four weeks leave in addition to the normal annual leave accrual and which also provides for a reduction in the amount of salary payable to the Employee so that the Employee is paid over the 52 week annual leave accrual period on a proportionate basis as follows:
Purchased leave arrangement | Weeks’ additional leave purchased | Proportion of annual pay paid each week
--- | --- | ---
48/52 | 4 | 48/52
49/52 | 3 | 49/52
50/52 | 2 | 50/52
51/52 | 1 | 51/52

(c) The reduced weekly salary is calculated by multiplying the Employee's weekly salary in Schedule 2 of this Agreement by the factor set out in the right hand column of the table above.

(d) Under a Purchased Leave Arrangement reduced weekly salary is paid to the Employee for all ordinary hours of work and any period of paid leave provided for in this Agreement. An hourly rate of pay may be calculated by dividing the reduced weekly salary by 38. However in addition to the Employee's normal annual leave an Employee receives a further 4 weeks leave per annum which is referred to as 'Purchased Leave'.

(e) All penalties, allowances, loadings or like payments are to be calculated under this Agreement as if the Employee was not participating in the Purchased Leave Arrangement.

(f) An Employee participating in a Purchased Leave Arrangement accrues annual leave on the same basis as they would had they not entered the Purchased Leave Arrangement, and is paid leave loading or projected penalties/allowances in respect of such leave in accordance with the terms of the Agreement. However the rate of payment for any period of annual leave is calculated in accordance with this clause.

(g) An Employee participating in a Purchased Leave Arrangement accrues Purchased Leave on a weekly basis during the term of the Employee's participation in the Purchased Leave Arrangement. This type of leave accrues at the rate of 1/12th of an Employee's reduced weekly salary for each week of the Employee's participation in the Purchased Leave Arrangement, however Purchased Leave does not attract leave loading or projected penalties/allowances.

(h) Purchased Leave should be taken by the Employee prior to the expiration of the term of participation in the scheme. In exceptional circumstances accrued Purchased Leave may be paid out at the expiration of participation in the Purchased Leave Arrangement, with the approval of the Employer.

(i) Upon termination of employment, an Employee is to be paid out any outstanding Purchased Leave that has accrued but has not been taken, in addition to any other payments required to be made under this Agreement.

53.2 **Retention and/or transition to retirement**

(a) An Employer and Employee may agree to allow an Employee to access additional Purchased Leave up to a maximum of 8 weeks per calendar year to enable retention and/or transition to retirement.

(b) Any such agreement shall be established in writing and provided to the Employee by the Employer.
54. Personal/carer’s leave

The provisions of this clause apply to full-time and part-time Employees only. See the sub-clause ‘Casual Employees – Caring Responsibilities’ for casual Employees’ entitlements.

(a) Amount of paid personal/carer’s leave

Paid personal/carer’s leave will be available to an Employee when they are absent because of:

(i) personal illness or injury (sick leave); or

(ii) personal illness or injury of an immediate family or household member who requires the Employee's care or support (carer’s leave); or

(iii) an unexpected emergency affecting an immediate family or household member (carer’s leave); or

(iv) the requirement to provide ongoing care or attention to another person who is wholly or substantially dependent on the Employee, provided that the care or attention is not wholly or substantially on a commercial basis (carer’s leave).

Personal leave entitlement

(b) Subject to the remainder of this clause, an Employee is entitled to the following amount of paid personal/carer's leave:

(i) Up to 121 hours and 36 minutes in the first year of service. Up to seven hours and 36 minutes of this entitlement shall constitute sick leave for each month of service in the first year of service;

(ii) Up to 136 hours and 48 minutes in each year in the second, third and fourth years of service. Up to 106 hours and 24 minutes of this entitlement shall constitute sick leave in each year in the second, third and fourth years of service; and

(iii) Up to 190 hours in the fifth and following years of service. Up to 159 hours and 36 minutes of this entitlement shall constitute sick leave in the fifth and following years of service.

(c) For part time employees, payment in respect of any period of sick leave (where an Employee has accumulated an entitlement) and compassionate leave shall be made on a pro-rata basis calculated in accordance with 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.

(d) An Employee’s entitlement accrues progressively during a year of service according to the Employee’s ordinary hours of work and unused personal/carer’s leave accumulates from year to year.

(e) The time an Employee was absent from work due to illness will be deducted on a time for time basis from the Employee’s available accrued personal/carer’s leave under this clause.

(f) Subject to the conditions set out in this clause, leave may be taken for part of a single day. Each day or part of a day of carer’s leave taken in accordance herewith is to be deducted from the Employee’s personal leave entitlement.
(g) The entitlement to use personal leave as carer's leave is subject to the Employee being responsible for the care or support of the person concerned.

(h) The term immediate family includes:

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

(ii) child or an adult child (including an adopted child, a step child or an exnuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.

Use of accumulated personal/carer’s leave

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

Notice requirements for personal leave

(j) An Employee must inform the Employer of their absence no less than 1.5 hours prior to the commencement of their rostered shift. This provision does not apply to an Employee who could not comply because of circumstances beyond the Employee's control.

(k) If an Employee fails to notify the Employer of their absence due to illness or injury then payment of personal/carer's leave may not be withheld by an Employer until all reasonable steps have been taken to investigate the Employee's lack of advice regarding their absence from duty. Such an investigation must provide the Employee with an opportunity to give reasons as to why notification was not given. If the Employer is satisfied that it was not practicable for the Employee to give notice earlier, then notwithstanding paragraph (j) the Employee may still be entitled to personal/carer's leave.

(l) Each Employer will provide and inform its Employees of a procedure for notification by Employees of their inability to attend work due to illness or injury. All such notifications shall be registered, detailing the time of notification and the name of the Employee.

(m) Notwithstanding the above, if an Employee fails to attend for work and does not directly notify the Employer of the absence, where circumstances lead to a genuine concern for the Employee, the Employer may contact the Employee directly to ascertain the Employee's wellbeing and to assess whether the Employee is in need of assistance.

Notice requirements for carer’s leave

(n) 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 reason 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.
Evidence requirements for personal leave

(o) In the event of an Employee (other than a casual Employee) becoming sick and:

(i) being certified as such by a registered medical practitioner or a registered health practitioner acceptable to the Employer; or

(ii) if required by the Employer, giving the Employer evidence that would satisfy a reasonable person that the leave is taken because the Employee is not fit for work because of a personal illness or personal injury affecting the Employee; or

(iii) producing 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 personal/carer's leave on full pay.

(p) On not more than three occasions in any one year of service, an Employee may be absent through personal illness or injury for one day without providing evidence of that personal illness or injury. An Employee shall not be entitled to this benefit should he/she fail to notify the Employer pursuant to health service policy as soon as reasonably practicable to allow the Employer to take necessary steps to backfill the absence.

(q) 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 personal/carer's leave entitlements leave of absence for a period not exceeding five working days in aggregate in any personal/carer's leave year.

Evidence requirements for carer's leave

(r) 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 or support by another.

(s) 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.

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

Absence on public holidays

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

Unpaid personal leave

(v) Where an Employee has exhausted all paid personal/carer's leave entitlements, he/she is entitled to take unpaid carer's leave to provide care or support in the circumstances outlined in sub-clause (a) above. The organisation and the Employee will agree on the period. In the absence of agreement the Employee is entitled to take up to two (2) days' unpaid carer's leave per occasion.
Casual Employees – Caring responsibilities

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

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

(y) Where the Employer requires the casual Employee to provide satisfactory
    evidence to support the taking of this leave, the Employee will be required to meet
    the evidence requirements above.

Portability and accumulation

(z) If the full period of personal/carer's leave as prescribed in sub-clause (a) above is
    not taken in any year, such portion as is not taken shall be cumulative from year to
    year.

(aa) Where the one day absences referred to in sub-clause (p) are not taken for a period
     of five years, an additional thirty-eight hours personal/carer's leave shall be added
     to the Employee's accrued entitlement.

(bb) 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 personal/carer's 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.

(cc) 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 personal/carer's
     leave portability.

Termination while on personal/carer's leave

(dd) The Employer not shall terminate the services of an Employee during the currency
     of any period of personal/carer's leave, with the object of avoiding their obligations
     under this clause.

55. Public Holidays

An Employee shall be entitled to paid time off (or penalty payments for time worked) in
respect of public holidays in accordance with this clause.

55.1 Subject to sub-clause 55.3, the public holidays to which this clause applies are the days
determined under Victorian law as public holidays in respect of the following occasions:
(a) New Year’s Day, Australia Day, Christmas Day and Boxing Day; and  
(b) Good Friday, the Saturday immediately before Easter Sunday, Easter Monday, Anzac Day, Queen’s Birthday and Labour Day; and  
(c) Melbourne Cup Day, or in lieu of Melbourne Cup Day, some other day as determined under Victorian law for a particular locality; and  
(d) any additional public holiday declared or prescribed in Victoria or a locality in respect of occasions other than those set out in (a) above.  
(e) If a day or days are not determined in respect of any of the occasions (a), (b) or (c) above under Victorian law in any year, the public holiday for that occasion will be the day or date upon which the public holiday was observed in the previous year.

55.2 Applicability of penalty payments for some public holidays falling on a weekend

When Christmas Day, Australia Day, Boxing Day, or New Year’s Day (Actual Day) is a Saturday or a Sunday, and a substitute or additional holiday is determined under Victorian law on another day in respect of any of those occasions (Other Day):

(a) Weekend Workers and casual Employees shall receive penalty payments pursuant to sub-clause 55.4 below for time worked on the Actual Day or on the Other Day if the employee does not work ordinary hours on the Actual Day; and

(b) all other Employees will receive penalty payments pursuant to sub-clause 55.4 below for time worked on the Other Day.

55.3 Substitution of one public holiday for another

An Employer, with the agreement of the Unions, may substitute another day for any prescribed in this clause other than Christmas Day, Boxing Day, New Year’s Day and Australia Day:

(a) An Employer and its Employees may agree to substitute another day for any prescribed in this clause (other than Christmas Day, Boxing Day, New Year’s Day and Australia Day). For this purpose, the consent of the majority of affected Employees shall constitute agreement.

(b) An agreement pursuant to sub-clause (a) above shall be recorded in writing and be available to every affected Employee.

(c) The Unions shall be informed of an agreement pursuant to sub-clause (a) above and may within seven days refuse to accept it. The Unions will not unreasonably refuse to accept the agreement.

(d) If a Union refuses to accept an agreement, the parties will seek to resolve their differences to the satisfaction of the Employer, the Employees and the Union.

55.4 Penalty Payments in respect of public holidays

(a) An Employee, other than a casual, who performs work (including overtime work) on a public holiday (or where Christmas Day, Boxing Day, New Year’s Day or Australia Day fall on a weekend, the day to which penalty rates apply pursuant to sub-clause 55.2 above) shall be entitled to be paid:

(i) 200% (based on 1/38th of the weekly salary set out in Schedule 2) for the time worked on a public holiday Monday to Friday; or
(ii) 250% (based on 1/38th of the weekly salary set out in Schedule 2) for the
time worked on a public holiday on a Saturday or Sunday (which is
inclusive of the rates in sub-clause 50.7).

(b) A casual Employee who performs work (including overtime work) on a public
holiday (or where Christmas Day, Boxing Day, New Year's Day or Australia Day
fall on a weekend, the day to which penalty rates apply pursuant to clause 55.2)
shall be entitled to be paid inclusive of the casual loading;

(i) 250% (based on 1/38th of the weekly salary set out in Schedule 2) for time
worked on a public holiday Monday to Friday; or

(ii) 312.5% (based on 1/38th of the weekly salary set out in Schedule 2) for
time worked on a public holiday on a Saturday or Sunday (which is
inclusive of the rates in sub-clause 50.7 above).

55.5 Accrued days off on public holidays
Where a public holiday falls on a day upon which a full-time Employee would ordinarily
have been required to be on duty, but the Employee is on an accrued day off, another day
shall be determined by the Employer to be taken by the Employee in lieu of the public
holiday, such day to be within the same work cycle where practical.

55.6 Public holidays occurring on rostered days off
(a) Subject to sub-clause (b) and (c) below, a full-time Employee shall receive a sum
equal to a day’s ordinary pay for public holidays that occur on their rostered day
off.

(b) Subject to sub-clause (c) below, if a public holiday falls on Saturday or Sunday
then sub-clause (a) above will only apply to Weekend Workers.

(c) Where on each occasion that Christmas Day, Boxing Day, New Year's Day or
Australia Day falls on a weekend, and under Victorian law an additional day or
substitute day (Other Day) applies as a public holiday in respect of that occasion,
and:

(i) the Employee is rostered off for both the actual day and the Other Day, then
only one day's payment will be made under sub-clause (a) above; or

(ii) the Employee works only on one of either the actual day or the Other Day,
and receives penalty rates for the day worked, the Employee will not
receive a payment under sub-clause (a) above in respect of the day not
worked.

55.7 Public Holiday Night Duty
(a) An Employee, whether full time or part time, who is rostered to work on the night
shift ending on the Public Holiday will receive the Public Holiday penalty rates for
the entire shift.

(b) Employees rostered to work on the night shift commencing on the Public Holiday
will not receive the Public Holiday penalty rates for the entire shift.

(c) An Employee not rostered to work on the night shift ending on the Public Holiday
will receive the applicable rostered off benefit.

55.8 Part-time Employees
The entitlement to public holiday benefits under this Agreement for a part-time Employee who is rostered off duty on the day on which a public holiday occurs is to be determined as follows:

(a) Where on each occasion that Christmas Day, Boxing Day, New Year's Day or Australia Day falls on a weekend, and under Victorian law an additional day or substitute day (Other Day) applies as a public holiday in respect of that occasion, and:

(i) a part-time Employee is not rostered on for both the actual day and the Other Day, then only one day's payment will be made under this clause; or

(ii) a part-time Employee works only on one of either the actual day or the Other Day, and receives penalty rates for the day worked, the part-time Employee will not receive a payment in respect of the day not worked.

(b) Where a public holiday occurs on a day that a part-time Employee would normally work, but the Employee is not required by the Employer to work on that day, the part-time Employee shall be paid an amount equal to the Employee's ordinary rate of pay for the hours the Employee would normally have worked on that day.

(c) Where a public holiday occurs on a day a part-time Employee is not rostered to work, the part-time Employee shall receive a payment in respect of that public holiday equal to their ordinary pay for the average daily hours worked by that Employee over the previous six months, or their period of employment by the Employer if less than six months

Example:

<table>
<thead>
<tr>
<th>Average Hours</th>
<th>Shift Length</th>
<th>Base Payment</th>
<th>Penalty</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>24 hours</td>
<td>X 8 hours</td>
<td>5.05 hours</td>
<td>T1</td>
<td>5.05 hrs</td>
</tr>
<tr>
<td>38 hours</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(d) Notwithstanding where otherwise provided, a part-time Employee who is only ever employed between a Monday to Friday, shall not receive any entitlement to the Saturday before Easter Sunday.

55.9 A benefit arising from clause 55.6 or 55.7 will not be diminished where an Employee is required to, and does, perform recall work on that day.

55.10 For the purpose of this clause only, a Weekend Worker is an employee who works ordinary hours on a Saturday or Sunday.

55.11 **Substituted Leave - Former Section 97 Employees**

(a) In lieu of other provisions in this clause, Employees who, as at 19 December 1997, were employees of the Department and had an entitlement to substituted leave shall continue to receive substituted leave in accordance with the following:

(i) full-time employees - who work shift work - will be granted the number of declared public holidays in a year as paid leave of absence regardless of whether the employee works a public holiday or not. The current entitlement of total leave of absence (including annual leave and substituted leave) continues to be 7 weeks and 1 day per year;

(ii) part-time employees - who work shift work - will be granted a substituted leave day when they work a public holiday in addition to a 50% penalty
payment. Alternatively, the employee may elect not to be granted the substituted leave day but be compensated in lieu thereof by payment of an additional 100%.

56. Termination of Employment

56.1 An Employer may terminate the employment of an Employee by providing 4 weeks’ notice in writing.

56.2 The notice required by sub-clause 56.1 above of this Agreement will be increased by 1 week if the Employee is over 45 years of age and has completed more than 2 years of continuous service.

56.3 An Employee may terminate his or her employment by providing 4 weeks' notice to the Employer in writing. If an Employee fails to give the required notice the Employer has a right to withhold moneys due to the Employee to a maximum amount equal to the ordinary time rate of pay for the following periods:

<table>
<thead>
<tr>
<th>Employee's period of continuous service</th>
<th>Period in respect of which pay may be withheld by the Employer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not more than 1 year</td>
<td>1 week</td>
</tr>
<tr>
<td>More than 1 year but not more than 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>More than 3 years but not more than 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>More than 5 years</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

56.4 Sub-clauses 56.1 and 56.3 above do not affect an Employer's right to dismiss any Employee without notice for serious misconduct.

56.5 Sub-clauses 56.1 -56.4 above of this Agreement do not apply to an Employee engaged as a fixed term employee pursuant to clause 40 Modes of Employment.

57. Employee Resources and Facilities

57.1 Employee facilities

Each Employer is to provide private and comfortable areas at each work site for Employees who are breastfeeding to enable them to express breast milk or feed children while at work.

57.2 Occupational health and safety representatives

(a) In addition to other leave entitlements, Delegates/Job Representatives and Health and Safety Representatives are to have reasonable time released from duty to attend to matters relating to industrial, health and safety or other relevant matters such assisting with grievance procedures, attending hospital committees, etc.

(b) Where representatives are required to attend management meetings outside of paid time they will be paid to attend.

(c) For the purposes of facilitating the implementation of the workload management systems in this Agreement, facilitating involvement in the resolution of disputes between Employers and Employees and improving OHS in the workplace, Employees who hold a position as a Union delegate or OHS representative should
be provided with access to facilities such as telephones, computers, email, noticeboard and meeting rooms in a manner that does not adversely affect service delivery and work requirements.

57.3 Industrial relations training

(a) 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 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.

(b) 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.

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

(d) 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.

(e) Such leave shall be granted under the following conditions:

(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.

(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.

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

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

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

(f) For the purposes of the clause, an industrial relations training course includes any course:

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

(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.

57.4 Access to Employees and Facilities

(a) For the purposes of facilitating the orientation of new Employees and in particular to familiarise such Employees with the operation of this Agreement, the HACSU and/or the ANF shall be provided, in writing on a quarterly basis, with the dates, times and venues of any orientation/induction program involving new Employees and be permitted to attend. If the dates of these programs are fixed in advance for
a regular day and time then a list should be sent to the HACSU and/or the ANF forthwith.

(b) Where the dates of orientation/induction programs are not fixed in advance, the HACSU and/or the ANF should receive reasonable notification of at least 14 days to enable a representative to attend;

(c) For the purposes of facilitating the implementation of the workload management systems in this Agreement facilitating involvement in the resolution of disputes between Employers and Employees and improving OHS in the workplace, Employees who hold a position as a Union delegate or OHS representative should be provided with access to facilities such as telephone, computers, email, noticeboard and meeting rooms in a manner that does not adversely affect service delivery and work requirements.

58. Staffing

58.1 Registered Psychiatric Nurse (RPN) Grade 3 - Associate Nurse Unit Manager

(a) In all residential and in-patient services, there must be 5 EFT RPN 3 Associate Nurse Unit Managers ('ANUMs') positions available for appointment, and 4 out of the 5 of the positions must be permanently appointed, and not less than 1 must be available to be used on an acting up, shift by shift basis.

(b) ANUMs are appointed to undertake in-charge functions during the off duty periods of the Unit Manager. Subject to the exceptions below, this rate shall be deemed to include the performance of the in-charge function during the off duty periods of the Unit Manager.

(c) When the Unit Manager is absent for in excess of five days, the relieving ANUM(s) shall be paid at the minimum rate for the Unit Manager for the entire period of relief and another RPN Grade 3 who consequently acts in a higher position shall be similarly paid at the minimum rate of that higher position for the entire period of relief.

(d) The 5th EFT of ANUM may be permanently appointed to, or may be utilised to provide non-appointed nurses with experience as an ANUM.

(e) Where a minimum of 4 EFT of ANUMs is permanently appointed, and a RPN other than an ANUM is required to act in charge during the off duty period of a Unit Manager (which event shall be the exception to the rule), such RPN shall be paid at the minimum rate applicable to the ANUM position which would normally be in charge on that shift.

(f) Where due to recruitment difficulties or delays due to circumstances beyond an Employer's control less than 4 EFT of ANUMs are permanently appointed and a RPN, other than an ANUM, is required to act in charge during the off duty period of a Unit Manager (which event shall be the exception to the rule) the RPN shall be paid at the minimum rate for the Unit Manager for the entire shift.

(g) Sub-clause 58.1(f) does not apply to a RPN who is required to act in charge in the following circumstances:

   (i) where an ANUM in whose place the RPN acts, is on any form of leave; or

   (ii) for a reasonable period during which a replacement ANUM is sought to be employed to fill a vacancy created by the termination of employment of an ANUM in whose place the RPN acts.
In the circumstances set out in sub-clause 58.1(g)(i) or 58.1(g)(ii) the RPN acting in charge shall be paid at the minimum rate applicable to the ANUM position which would normally be in charge of that shift.

If, despite having taken reasonable and practical steps to fill the ANUM positions, an Employer experiences difficulty in recruiting Employees to the permanent ANUM position in order to comply with this clause 58.1, the Employer will contact the relevant workplace delegates and their unions to discuss and agree on alternative arrangements.

58.2 **RPN 2 Psychiatric Clinical Nurse Specialist (PCNS) and RPN 2 Advanced**

(a) An RPN 2 who considers that she/he meets the criteria set out for RPN 2 Psychiatric Clinical Nurse Specialist or PRN 2 Advanced set out at clause 78.2(e) to 78.3(c) inclusive may apply for reclassification. The application process shall be as set out in Schedule 4.

(b) An RPN 2 Advanced shall have the right to be classified as and use the title of RPN 2 PCNS upon the completion of a post graduate course of training in Psychiatric Nursing that leads to endorsement by the NBV.

(c) Where relevant, a qualifications allowance will be paid in accordance with the terms of this Agreement.

(d) The RPN 2 PCNS and the RPN 2 Advanced are personal classifications. An RPN 2 shall hold the classification while the Employee continues to meet the criteria set out in clause 78 of this Agreement. Any performance related issues shall be dealt with in accordance with this existing performance management arrangements of the Employer.

(e) All other matters relating to the application process in the assessment criteria are to be as set out in Schedule 4 of this Agreement.

(f) In order to avoid any confusion, RPNs who are in receipt of commuted allowance and are classified as either RPN 2 PCNS or RPN 2 Advanced shall continue to receive the commuted allowance calculated at the rate of 18% of salary.

58.3 **RPN4 - ECT Nurse (Electroconvulsive Therapy Nurse)**

(a) The RPN responsible for the co-ordination of ECT will be paid at a minimum of RPN4 while performing the functions.

(b) The regularity of treatments performed by the service will determine whether or not this function forms part of the regular duties of an individual nurse appointed as RPN4, or is covered by way of higher duties assignment for each treatment session. If managed by way of higher duties, minimum payment will be three hours.

58.4 **RPN 6 and RPN 7 Senior Psychiatric Nurse Positions**

(a) Each Employer shall ensure that a dedicated full-time senior psychiatric nurse is appointed within each Area Mental Health Service (‘AMHS’) for which the Employer was responsible as at 1 October 2000 at level RPN 6 or RPN 7 consistent with the classification standards in this Part.

(b) 'Dedicated full-time' means an RPN whose clinical duties make up 75% or more of their duties. Clinical duties refers to the overall responsibility for, and co-ordination of, the professional development, education and training program within an Area Mental Health Service and includes roles such as clinical
supervision, planning and professional development opportunities and organising student and graduate nurse placements. While the position is not expected to carry a case load, an incumbent may support and advise junior clinicians in the case management of complex clients. The role of the position is differentiated from an operations/program management function.

(c) The senior nursing positions are to extend across all services within an AMHS and are over and above the 23.8 EFT of RPN 4 and 21.4 EFT of RPN 5 positions previously agreed and established.

58.5 Skill Mix Inpatient Units

(a) The RPN component of an inpatient unit roster will be a minimum of two thirds [2/3] of the rostered staff.

(b) The remaining one third [1/3] of the roster can be filled by PEN staff.

(c) The Parties agree to support and facilitate the use of medication endorsement where held by a PEN

(d) Subject to the following consideration

(i) The skill mix, experience and qualification profiles of the rostered staff, and

(ii) Access to other clinical support the 2/3 : 1/3 minimum staffing mix for the inpatient units referred to above includes adult acute, aged acute and child and adolescent units [CAMHS]

58.6 Skill Mix Community Mental Health

(a) The Parties agree to assist in facilitating over the life of the agreement an increase of up to 15% of community mental health staff to be RPN2, PEN or PSO.

(b) In relation to sub-clause (a) above the:

(i) RPN 2 placement shall be a training position and shall comply with the criteria outlined in sub-clause 58.7 below.

(ii) PEN role shall be appropriate to level and experience. Where medication qualification exists, this should be taken into account in role description and work allocated.

(iii) PSO role shall be consistent with current classification and role description, that is will not include clinical interventions or treatment provided by RPN/ PEN/ Health Professionals but will provide a support role.

58.7 Community Training Positions

(a) Implementation proposals are to be the subject of local consultation including the respective community mental health team and with the Parties.

(b) The implementation proposals shall comply with the following criteria:

(i) The RPN2/PEN2 training position is a genuine time limited (12 months) training and skills development opportunity with agreed pre-determined educational training requirements and competency assessment.

(ii) The development of community trainee positions shall ensure maintenance of the integrity of existing classification standards for community clinician at RPN 3/PEN 3 and above.
(iii) There shall not be an increase in the case allocation of other clinicians within the team.

(iv) There can only be a maximum of 1 training position in each CCT, MST, PGAT and/or Integrated team.

(v) The Community Training Positions will not undertake CATT assessment and intensive treatment or triage. However they may accompany an experienced clinician undertaking this work to meet experience and educational requirements.

(vi) Appropriate supervision arrangements must be in place and detailed in a written supervision agreement that:
   (A) complies with Department policy, and
   (B) is provided by an appropriately experienced RPN at a minimum level of RPN 4 from within the team; and
   (C) ensures that the supervision requirements of the supervisor is included their workload.

(c) The Community Trainees are to carry a restricted case allocation which meets the following criteria
   (i) restricted in number and complexity, and
   (ii) generally stable and well known patients, and
   (iii) supervised by more senior clinical staff

(d) The Community Trainee shall not act as the primary therapist for any client during the first 3 months of the program.

(e) The pay entry points for Community Training Positions are based on the individual’s current level and incremental pay point.

(f) The Community Trainee must meet at least the following
   (i) Current RPN2 / PEN2 with mental health experience, or
   (ii) New RPN graduates with post graduate qualification

(g) Employees without post graduate qualification or mental health experience are excluded

(h) On successful completion of the program the Employee shall be appointed to a position in the community in accordance with the classification standards or return to their substantive position.

58.8 Minimum Staffing Levels - Rural

(a) Where an initial community assessment is required, where practicable at least 2 clinicians shall undertake the assessment.

(b) If 2 clinicians are unavailable, where practicable support should be sought from emergency services such as police or ambulance officers.

(c) If neither of the above situations is available, then where practicable the person to be assessed must be brought to a location that provides a satisfactory clinical environment and level of safety, such as an emergency department.

58.9 Additional staffing
An additional staffing allocation of 42 EFT positions will be established over the life of this Agreement. These positions will be allocated by the Department on an agreed basis following consultation with the ANF, HACSU and VHIA.

58.10 Employment of Agency, Nurse Bank and/or Other Casual Staff

In order to ensure the effective operation of the workload management of this Agreement, each Employer will endeavour to fill positions through the employment of ongoing Employees. If this is not possible, an Employer should use nurse bank and/or other casual Employees as an interim measure. Agency staff should only be used for unexpected absences, such as sick leave.

58.11 Back Filling of Leave Absences

Employers will make every endeavour to provide backfill for leave absences of longer than a week.

58.12 Recruitment to Vacant Positions

(a) Where a vacancy arises within an existing staffing profile, the responsible manager will initiate action to advertise the vacant position internally and/or externally after receiving notice of the resignation/termination.

(b) The Employer shall, as soon as is practicable, (and ordinarily within 8 days (not including weekends or public holidays)) advertise all vacancies that arise where the vacancy relates to a position that but for the vacancy occurring would have been ongoing.

(c) In order to support these measures, Employees intending to resign are required to give a minimum of four weeks' notice, unless a shorter period is agreed to between the Employee and Employer.

(d) The Employer will consult with the Employees and their unions about any changes.

(e) Nothing in this Agreement disturbs the modes of employment of existing Employees.

59. Workload Management

(a) For the purposes of this clause, the term 'nursing staff' does not include the Unit Manager, pre-qualification students, Group/Activities Nurse, Clinical Educator, Clinical Consultant, Senior Psychiatric Nurse, a nurse whilst undertaking the duties of a preceptor (and only for periods during which they are not allocated a patient/client load), Surgery Nurse, Discharge Planning Nurse or a Nurse whose sole function is that of an ECT Nurse.

(b) Nothing in this clause is intended to diminish or otherwise alter provisions in an existing policy and/or agreement that provide for standards in excess of the principles set out in clause this clause.

59.2 Acute Inpatient Units

(a) Adequate numbers of nursing staff (the staffing allocation) are to be rostered on each shift to ensure that sufficient care per shift is available to each patient consistent with both the professional standards and treatment/program provided by the unit and that a safe environment for patients/clients/residents and staff is maintained at all times.
(b) The staffing allocation is also to provide sufficient time to enable all Employees to
complete all regular organisational commitments, professional
development/training and all necessary documentation within the normal shift
length.

(c) The following principles shall apply to the staffing allocation:

(i) Unit Managers shall not carry a caseload.

(ii) The prime function of the ANUM is to be recognised as the Shift Leader.

(iii) Where a patient is required to be provided with one to one
support/specialling an additional nurse shall be engaged where appropriate.

(iv) Where a nurse is required to provide one to one support/specialling to a
client/patient that nurse is not required to perform any other task whilst
performing that function.

(v) Nursing staff levels and numbers are to be maintained on weekends at the
same level as weekdays throughout the year.

(vi) A ward clerk shall be employed on each unit/ward.

(vii) Additional staffing may be engaged when considered clinically appropriate.

(d) The staffing allocation with respect to any ward or unit shall mean the nursing
staff numbers regularly used over the twelve months preceding 1 October 2007,
unless otherwise agreed between the Employer and unions since that date. Where
the staffing allocation has been increased as a result of the implementation of this
Agreement this shall be included in the staffing allocation.

(e) There will be no reduction in the staffing allocation as a direct result of the
implementation of this Agreement.

(f) Where any change to the size of the unit is proposed that will have the effect of
requiring less staff, the consultation processes of clause 25 Introduction of Change
will apply prior to any such change occurring.

59.3 High Dependency Units

(a) A High Dependency Unit (HDU) (howsoever described) is a separate and
designated area within an in-patient unit that has the potential to be locked and
used as a therapeutic intervention for a patient/client requiring increased
observation, supervision and support.

(b) The premise behind a patient/client being placed in a HDU is that a 'significant
risk' or 'significant disruption' exists. The description of 'significant' is to be
considered in the context of the normal level or levels of acuity within the main
ward environment of the in-patient unit.

(c) The staffing allocation in clause 59.2 includes High Dependency Units.

(d) Each Employer who operates a HDU will be required to adhere to health and
safety standards and requirements for Employees working within a HDU.

(e) Local HDU policies and/or agreements shall include (but are not limited to) the
following health and safety principles:

(i) At least two nurses shall be allocated/rostered to a HDU when there are
four or more patients in the HDU, unless determined by the Shift Leader as
being clinically unwarranted.
(ii) Additional staff may be engaged in accordance with the local HDU policies and agreements.

(iii) The number of patients/clients being supported in a HDU should be consistent with the number of available beds, other than in exceptional circumstances.

(iv) Staff rostered in a HDU should have appropriate training and experience as a Psychiatric Nurse and expertise in all aspects of prevention and management of aggression.

(v) Where practicable, the Employer shall not use casual or agency staff in a HDU, unless such staff are sufficiently trained and experienced.

(vi) The Employer must not roster or allocate student nurses to a HDU;

(vii) Staff should only be rostered/allocated to HDU for periods of up to 4 hours per shift unless otherwise agreed between the individual nurse and the Shift Leader.

59.4 Community workload/caseload management

(a) A Statewide standard has been developed entitled "The Victorian Public Mental Health Caseload Management Standard 2011" (the Standard), which incorporates the Caseload Management System [CMS] requirements referred to below.

(b) The Standard is to be implemented by each Employer through local consultation via the Mental Health Workplace Implementation Committee.

(i) CMS Requirements

(c) The principle that a clinician's caseload capacity, including the clinician's secondary caseload capacity, and case management is determined by a range of factors including:

(i) the clinician's ordinary rostered hours;

(ii) client complexity and needs (which includes travelling time and documentation);

(iii) clinical commitments to clients as well as team/service;

(iv) organisational commitments;

(v) the clinician's professional development and clinical supervision commitments;

(vi) the skill, competency and/or experience of the clinician.

(d) The principle that all tasks assigned to the Employee, including caseload allocation and fixed and variable clinical and organisational commitments are expected to be capable of being completed within the Employee's normal weekly or fortnightly hours of duty.

(e) The CMS includes provision for the following:

(i) a system that provides for systematic triage, allocation, monitoring, discharge and review functions of Client cases and
(ii) an agreed allocation tool to guide the allocation of the individual clinician's
time will be incorporated at the relevant decision making points appropriate
to each service. The tool will identify an Employee's:

(A) Organisational Commitments eg EQUIP portfolios, planned
absences such as ADOs, regular meetings etc

(B) Clinical Commitments eg handovers, clinical commitments based
upon assessment of existing client needs including travel, direct
client contact, secondary meetings and other tasks associated with
the case management of a client

(C) Variable Commitments eg either clinical or organisational
commitments that may vary from week to week

(D) Fixed Commitments i.e. commitments that must occur

(f) The agreed allocation tool will also incorporate the following:

(i) A case weighting system that reflects the acuity and complexity of cases
allocated to each Employee;

(ii) A regular method of clinical workload assessment; and

(iii) A mechanism for caseloads to be reviewed between the clinician/team
manager on a weekly basis or as otherwise determined at the service.

(g) Overtime

(i) Overtime and/or time in lieu should not be used as a means to augment the
existing workforce or caseload requirements.

(h) Secondary caseloads

(i) In determining how to manage the caseload of a clinician during periods of
planned and unplanned absences, consideration will be given at team level
to the following:

(A) other clinician's caseload commitments;

(B) the principle that a clinician's caseload capacity and case
management (including secondary caseload capacity) is determined
by the CMS tool and requirements referred to in this clause

(ii) Where the full or partial secondary caseload is agreed to be absorbed within
the team the cases will be appropriately allocated according to the above
principles;

(iii) Backfill will be provided if the secondary caseload is unable to be managed
despite active prioritisation of caseload at team level.

(i) No Disadvantage

(i) No clinician will be subject to less favourable treatment by the Employer
by reason of the Employee seeking to enforce her/his rights under this
clause.

60. Workforce Development

60.1 Pre-Qualification Employment Model
(a) A student who is enrolled in a course of training that will lead to registration as a Registered Nurse or as an Enrolled Nurse may be employed by an Employer in short term employment (eg. during semester breaks) or in conjunction with their undergraduate education where undertaking their education in a flexible delivery mode, in order to gain exposure to and develop an interest in Mental Health nursing as a career option. For these purposes the student shall be employed in the classification of pre-qualification student.

(b) A pre-qualification student who is enrolled in an undergraduate course of education that will lead to registration as a Registered Nurse shall be classified as a pre-qualification student and paid the rate of pay applicable to a PEN Grade 1 Year 1.

(c) A pre-qualification student who is enrolled in a course of training that will lead to registration as an Enrolled Nurse shall be classified as a pre-qualification student and paid the rate of pay applicable to a PSO Grade 1 Year 1.

(d) It is at the discretion of each Employer as to whether they participate in the program to engage pre-qualification students. A pre-qualification student may only be employed by an Employer in a supernumerary position and supported by a preceptor.

(e) A pre-qualification student will work with an existing RPN undertaking direct care under supervision, consistent with the stage of their educational competency or curriculum.

61. Professional development and associated entitlements

61.1 Professional development/study leave

(a) All full-time and part-time Employees who work a minimum of three shifts per week and who are employed in the classifications of RPN, PEN or PSO are entitled to five days' paid professional development/study leave per year (in addition to other leave entitlements in this Agreement).

(b) All other part-time Employees are entitled to two days paid professional development/study leave per year.

(c) A day's pay will be based on the individual Employee's usual shift length.

(d) Employees may access all or part of a subsequent year's entitlement during one year. The entitlement for the subsequent year will reduce accordingly.

(e) Professional development/study leave may be utilised:

   (i) to attend nursing or health related conferences, seminars or workshops; or
   (ii) for research or home study; or
   (iii) for undertaking study

(f) An Employee wishing to take professional development/study leave must apply in writing to the Unit Manager at least 6 weeks' prior to the proposed leave date. If the Employee is wishing to take professional development/study leave to undertake home study the Employee is required to complete an application form providing details of the home study, including details of the relevance of the study to the Employee's employment

(g) An Employee seeking leave in accordance with this clause can be requested to provide details of the conference/seminar name, venue and date/time.
(h) The application for professional development/study leave shall be approved by the Unit Manager unless there are exceptional circumstances that justify non-approval.

(i) The Employer must notify the Employee in writing if the leave is not granted and the reasons will be included in the notification to the applicant.

(j) If a valid application is made for professional/study leave under sub-clause (a) or (b) above or any portion thereof, but leave is not granted during the calendar year, one day's leave shall be added to the Employee's accrued annual leave or taken in another manner as mutually agreed between the Employer and the Employee.

(k) Other than in accordance with sub-clause (j) above, professional development/study leave shall not accrue from year to year.

61.2 Study leave

(a) Subject to organisational policy for the taking of study leave and the distribution of study leave places, and the number of study leave places in the mental health services funded by the Department, Employees will be entitled to 4 hours' paid study leave for 26 weeks per annum.

(b) Subject to (a) above, a minimum of 440 psychiatric nurses will be eligible to receive study leave for postgraduate study over the life of this Agreement.

(c) Paid study leave may be taken as mutually agreed by, for example, 4 hours per week, 8 hours per fortnight or blocks of 38 hours at a residential school.

(d) Study leave must only be used for research and/or studies in relation to a postgraduate course at a tertiary education institution that directly relates to the Employee's employment.

(e) Subject to (a) above, PEN will be eligible to:

(i) undertake post registration mental health modules;

(ii) undertake training in respect of which a qualifications allowance is payable;

(iii) receive two weeks leave to undertake clinical placements where they are enrolled in an undergraduate course of training leading to registration as a Registered Nurse.

(f) A part-time Employee will be entitled to paid study leave on a pro-rata basis.

(g) An Employee wishing to take study leave in accordance with sub-clause (a) above must apply in writing to the Employer as early as possible prior to the proposed leave date. The Employee's request should include:

(i) details of the course and institution in which the Employee is enrolled or proposes to enrol; and

(ii) details of the relevance of the course to the Employee's employment.

(iii) The Employer will notify the Employee of whether her or his request for study leave has been approved within 7 days of the application being made.

(h) Leave accrued pursuant to this clause is not cumulative from year to year.

61.3 Examination leave - RPN and PEN

(a) A RPN or a PEN 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.

(b) The entitlement to leave pursuant to sub-clause (a) above shall be:
available to full-time and part-time RPN or PEN who are employed to work no less than an average of three shifts or 24 hours per week;

(ii) subject to a RPN or PEN having been employed by the particular establishment for 18 months immediately prior to taking of examination leave;

(iii) granted for studies which are relevant to employment at the establishment and would normally be undertaken in a Tertiary Institution; and

(iv) taken at a time that is mutually agreed between the Employer and the Employee. The Employer shall not unreasonably withhold approval for such leave.

61.4 Professional development plan

(a) Where requested by an Employee, a professional development plan will be developed and agreed in conjunction with the discipline senior and Clinical educator/consultant. The Employer will not unreasonably withhold support, and where agreed, will facilitate the Employee's participation in the program.

61.5 Supervision

(a) Up to a maximum of 2 hours per month professional (clinical) supervision is to be offered to Employees in each discipline. The supervision will be provided by a supervisor of the clinician's choice, either from within the service or from an external source as determined by agreement between the clinician, the proposed supervisor and the Employer.

61.6 Continuing Professional Development Allowance – RPN and PEN

(a) In the first year of this Agreement, all full-time Employees who are employed in the classifications of RPN or PEN as at 31 March 2012 will receive a continuing professional development allowance of $1,000, payable in a single amount.

(b) Commencing in 2013 and each year thereafter, all full-time Employees who are employed in the classifications of RPN or PEN will receive an annual continuing professional development allowance of $900, payable in two instalments of $450 on the first full pay period after 31 March and after 30 September each year.

(c) Part-time Employees who are employed in the classifications of RPN or PEN will receive a pro rata amount based on normal hours at the time of payment of the allowance.

(d) The Continuing Professional Development Allowance will be payable in respect of a particular year to any Employee who is employed in the classifications of RPN or PEN who is employed by an Employer (and not on unpaid leave) on the date the payment is due as provided in sub-clauses (a) and (b) above. For those Employees eligible to receive the allowance, payment shall be made on the first pay period commencing after the approval of the Agreement.

(e) The allowance is paid on the basis that it is to be fully expended on professional development and education expenses in each year.

(f) Such payment is to facilitate access by Employees who are employed in the classifications of RPN or PEN to courses, conferences and seminars which will result in the development of skills and knowledge, but is in addition to any other entitlement under this clause.

61.7 Mental Health Skills Development and Retention Allowance – PSO
(a) In the first year of this Agreement, all full-time Employees who are employed in the classification of PSO as at 31 March 2012 will receive a Mental Health Skills development and retention allowance of $1,000, payable in a single amount.

(b) Commencing in 2013 and each year thereafter, all full-time Employees who are employed in the classification of PSO will receive an annual Mental Health Skills development and retention allowance of $900, payable in two instalments of $450 on the first full pay period after 31 March and after 30 September each year.

(c) Part-time Employees who are employed in the classification of PSO will receive a pro rata amount based on normal hours at the time of payment of the allowance.

(d) The Mental Health Skills development and retention allowance will be payable in respect of a particular year to any Employee who is employed in the classification of PSO who is employed by an Employer (and not on unpaid leave) on the date the payment is due as provided in sub-clauses (a) and (b) above. For those Employees eligible to receive the allowance, payment shall be made on the first pay period commencing after the approval of the Agreement.

(e) The allowance is paid on the basis that it is to be fully expended on professional development and education expenses in each year.

(f) Such payment is to facilitate access by Employees who are employed in the classification of PSO to courses, conferences and seminars which will result in the development of skills and knowledge, but is in addition to any other entitlement under this clause.

62. Classification structures

62.1 Classification of positions

(a) The Employer shall ensure that the work of each Employee working in psychiatric services is classified in accordance with the relevant classification standards for the classification of:

   (i) Registered Psychiatric Nurse;

   (ii) Psychiatric Enrolled Nurse; or

   (iii) Psychiatric Services Officer.

62.2 Advertisement of position

Any notice, circular or advertisement for a position regulated by this Agreement shall specify the classification, any mandatory qualifications or salary grade applicable.

63. Commencing Grades Nurse

63.1 A newly registered nurse shall commence at RPN 2 Year 1 except in the following circumstance:

(a) where an Employee has completed either:

   (i) An undergraduate nurse training program with a major in mental health, an undergraduate psychiatric nurse training program in which case the Employee shall commence at RPN 2 Year 2, or

   (ii) A post graduate diploma in psychiatric and/or mental health nursing in which case an Employee shall commence at RPN 2 Year 3, or
(iii) or was previously an enrolled nurse who completed an undergraduate course leading to registration as a Registered Nurse, in which case the Employee will commence at the RPN 2 increment immediately above the rate of pay previously applicable to the Employee when employed as an RPN.

63.2 Nothing in this clause affects an Employee's entitlement on appointment to recognition of previous service for the purpose of the commencement increment.

63.3 Where an Employee has not been regularly employed as an RPN or PEN 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.

63.4 Re-entry course and supervised experience

(a) Where a person is employed during an NMBA required Re-entry Course or period of Supervised Experience, such Employee shall be paid at the rate of an RPN 1/PEN 1.1.

(b) For the first 12 months after completion of a Re-entry Course or Supervised Experience, where such course or experience is required by the NMBA, the Employee shall be paid at the rate appropriate to his/her years of experience, but no higher than RPN 2, Year 3.

(c) After completion of 12 months' experience in accordance with clause 63.4(b), 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.

Registered Psychiatric Nurses classifications

64. Review of RPN classifications

64.1 The Parties agree that clauses 65 to 85 will be dealt with under the Modernisation of Agreement clause (clause 9).

65. Classification standards

65.1 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:

(a) The group standard, which provides a narrative description of work undertaken by Employees in an occupational category subject to this Agreement, and

(b) 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.

66. Classification decisions

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:

(a) 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

(b) 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.

67. Registered Psychiatric Nurse - guide lines for the use of classification standards

67.1 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.

67.2 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.

67.3 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.

67.4 No Employer 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.

67.5 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.

68. Registered Psychiatric Nurse - group standard

68.1 This statement has been developed to explain the basis of the role and functions performed by RPNs in the field of psychiatric service provision in Victoria.

68.2 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.

68.3 The knowledge base of nursing historically has been derived from two major areas:

(a) attendance to the physically ill and convalescent (general nursing);

(b) the provision of asylum and care for the mentally ill and mentally handicapped (psychiatric and mental retardation nursing respectively).

68.4 In Victoria, the body that formally regulates the registration of nurses is the Nursing and Midwifery Board of Australia, which was established under the Health Practitioner Regulation National Law Act 2009.
69. Mental Health Services

69.1 Within Mental Health 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:

(a) crisis intervention;
(b) assessment, treatment and rehabilitation;
(c) residential, recreational, employment and education;
(d) advocacy, welfare and support.

69.2 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.

70. Function of psychiatric nursing

70.1 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.

70.2 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.

70.3 The manifestations of a psychiatric disorder that RPNs would be required to treat may include some combination of the following:

(a) lack of orientation to surroundings, time (hour, day, week, year) or people:
   (i) lack of or inappropriate judgment;
   (ii) disordered perceptions of the environment, such as hearing hallucinatory voices;
   (iii) fixed delusional beliefs;
   (iv) extreme mood states (eg. deep depression, uncontrollable euphoria, wild rage);
   (v) markedly fluctuating moods;
   (vi) confusion;
   (vii) socially unacceptable behaviours or practices (eg. disinhibition);
   (viii) inability to care for self, either physically or hygienically;
   (ix) desire to inflict harm upon self,
   (x) lack of motivation to become or remain socially active;
   (xi) dependence on institutionalised care;
   (xii) familial crisis;
(xiii) absence of social conscience;
(xiv) physical ailments;
(xv) side effects from medication;
(xvi) effects of brain damage or trauma;
(xvii) memory disturbances;
(xviii) panic;
(xix) relationship difficulties;
(xx) preoccupation with disordered perceptions (withdrawal);
(xxi) inability to communicate in normally accepted ways.

(b) 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.

(c) 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:

(i) 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.

(ii) Technician. This element can be related to the role performed by the RPN 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 (Vic), to prescribe medication). It also equips the practitioner to assess the physical status of clients and ensure maintenance of optimal levels of physical health.

(iii) 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.

(iv) 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.

(v) 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.

(vi) 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).

(vii) 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.

(viii) 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.

71. Unique responsibilities of RPNs

Within mental health settings, the following, responsibilities are unique to RPNs or are undertaken by a limited number of other specified categories:

71.1 RPNs have responsibility for the development, maintenance and administration of nursing care plans incorporating the nursing process and providing a therapeutic environment.

71.2 Among non-medical mental health staff, RPNs have the unique responsibility for initial and overall mental and physical status assessments.

71.3 Among non-medical mental health staff, RPNs 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.

71.4 RPNs 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.

72. Areas of work

Four areas of work - clinical, community, education and administration - can be identified within the psychiatric nursing structure:

72.1 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:
(a) direct patient care, including the assessment, planning, implementation and evaluation of nursing care;
(b) the provision of guidance in clinical matters to less experienced practitioners;
(c) research into the clinical nursing function; and
(d) the provision of clinical advice and leadership or a clinical service within a recognised nursing specialty on a facility-wide or state-wide basis in a specific discipline.

73. **Community area**

73.1 Community psychiatric nursing duties involve the application of skill and technical knowledge associated with professional procedures to achieve a high standard of psychiatric nursing care or advice in a community setting.

73.2 For a position to be defined as a Community Psychiatric Nurse (CPN), the position must encompass all of the following features:

(a) 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;

(b) undertaking initial or overall mental and physical status assessments in the community, including those of new clients and reviews of existing clients;

(c) 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:

(d) 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.

73.3 In undertaking initial and overall mental and physical status assessments in the community. CPNs may decide whether or not to offer treatment and use judgment, 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. CPNs 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.

73.4 In the absence of medical personnel and pharmacists, and within the limits of their knowledge and experience as nurses, CPNs also may act as consultants to non-medical staff on psychopharmacology issues (ie., the applications and side-effects of medication).

74. **Education area**

Educational activities undertaken by nurse educators employed under this Agreement include:

(a) the provision of theoretical and practical tuition at basic and post-basic level;
(b) the provision of informal tuition and clinical guidance to less experienced psychiatric nursing staff;
(c) the use of formal programs and informal means to educate clients and their relatives;
(d) the management of the basic and post-basic and in-service teaching function and coordination of curricula implementation and provision of the teaching service;
(e) the identification of educational needs and curriculum development;
(f) the planning, design and evaluation of courses.

75. Administrative 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:

(a) management of the psychiatric function at unit, ward or program level, or in the community;
(b) staff management, deployment and development;
(c) budget activities, including assessment of human resource requirements in the psychiatric nursing and related direct-care field;
(d) development of policies and procedures in relation to clinical, community, administrative and/or education practices in a facility or other setting.
(e) Administrative duties usually do not form entire jobs on their own, but are combined with duties from the other three areas.

76. Training for psychiatric nursing

76.1 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.

76.2 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.

76.3 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.

76.4 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.

76.5 Successful completion of the course of training entitles the trainee to registration as a RPN and to practise in the field.

76.6 Following registration, practitioners must complete twelve months of supervised practice before further progression within the discipline.

76.7 While the following list is not exhaustive, upon registration with the Nursing and Midwifery Board of Australia, practitioners are expected to be able to:
(a) actively create and control a psychosocial environment conducive to the treatment and rehabilitation of the psychiatrically ill;

(b) observe, record and assess the mental, emotional, physical, social and spiritual needs of psychiatric clients;

(c) recognise the patterns of pathological behaviour and their clinical significance;

(d) formulate and regularly evaluate and modify a client care plan for each client incorporating all therapeutic measures prescribed and carry out the plan in cooperation with other members of the psychiatric team;

(e) select appropriate psychiatric nursing strategies to meet the needs of the individual psychiatric client;

(f) participate in and, where appropriate, carry out treatments prescribed by medical staff and monitor the effects thereof;

(g) display nursing care skills that will be effective in alleviating disturbance and distress and in modifying maladaptive behaviour;

(h) design programs containing activities and personal interaction aimed at the improvement in mental health and independent functioning of specific clients;

(i) meaningfully communicate with individuals and groups exhibiting abnormal behaviour patterns, including aggression, withdrawal, self-destruction, hyperactivity and confusion;

(j) 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;

(k) 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;

(l) identify and liaise with agencies helpful to psychiatric clientele and where appropriate assume an advocate role on behalf of the client;

(m) plan an important role in primary prevention by utilising knowledge of mental health and mental illness to groups at risk in the community;

(n) participate in the management of client care areas;

(o) participate in the teaching, supervision, performance and evaluation of junior staff, peers and other health-workers;

(p) initiate and participate in psychiatric nursing research;

(q) recognise and intervene in anxiety-provoking or threatening situations for individuals with abnormal behaviour patterns;

(r) design and conduct independence, socialisation activity and recreational-based therapies designed to decrease client dependence and enhance the social functioning of the client.
77. Qualifications and training required for entry to and promotion within RPN category

77.1 Current registration as a RPN with the NMBA is a mandatory qualification for any practising RPN (hospital or community).

77.2 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.

77.3 MRNs and RGNs also can become eligible for registration as RPNs by undertaking a 16 month bridging course.

77.4 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.

77.5 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.

77.6 The possession of further qualifications and/or experience is not mandatory for promotion to positions classified at RPN, grades RPN 1 and RPN 2. From 1 July 2005 for appointment to RPN 3 positions it is desirable that an Employee hold a post graduate diploma in psychiatric/mental health nursing or a specialist undergraduate psychiatric nursing qualification or a specialist post basic course of training which led to registration as a Division 3 Nurse. From 1 July 2005 all appointments to RPN 4 positions or above must have completed either a post graduate diploma in Psychiatric/Mental Health nursing or a specialist undergraduate psychiatric nursing program or a specialist post basic course of training which led to registration as a Division 3 Nurse.

77.7 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.

77.8 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.

77.9 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.

77.10 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.

77.11 Clinical Manager positions will be in charge of a program that is not ward-based.

77.12 Although at RPN 2 level the roles of Clinician and Associate Nurse 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.

78. Registered Psychiatric Nurse - work level standards

78.1 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.

78.2 RPN-2 - Features

(a) Positions perform tasks according to established procedures, specific guidelines and standard instructions from more senior Psychiatric Nurses. Positions at this level may be required to select certain methods or procedures to meet client needs. The focus of the position is clinical practice in an in-patient or a residential (including residential rehabilitation) setting.

(b) 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 Psychiatric Nursing advice in the event of unusual incidents or the requirement for further specialised nursing knowledge.

(c) Included at this level are newly registered RPNs and the more experienced practitioner whose work contribution increases as experience and knowledge is gained. More experienced RPN 2 nurses may require only limited direction in their day-to-day activities.

(d) Positions may be required to provide peer support to newly registered RPNs, and may oversee the work of PENs according to ward/unit policies and the instruction of the Nurse in charge.

(e) RPN 2 positions are sub-divided into RPN2 PCNS and RPN 2 Advanced.

(f) The classification of RPN 2 PCNS or RPN 2 Advanced is only available to an RPN 2 who is able to demonstrate a level of clinical practice that is of a higher level of skill than would otherwise be expected of other RPN 2 positions but less than RPN 3.

78.3 An RPN 2 is taken to have demonstrated this level of skill where the RPN 2 is able to routinely demonstrate advanced levels of Psychiatric Nursing clinical decision making - in particular, problem identification and solution, and the analysis and interpretation of clinical data in a mental health setting.

(a) The responsibilities of the RPN 2 PCNS or RPN 2 Advanced are to be performed within their normal daily working hours.

(b) The role and function of the RPN 2 PCNS or RPN 2 Advanced is distinguishable from the roles and functions of the RPN 4, 5 or 6 Psychiatric Clinical Specialist or Consultant or Psychiatric Nurse Educators. The RPN 2 PCNS or RPN 2 Advanced should not be expected to be a replacement to these positions, except when appointed as such in a higher duties capacity.

(c) The RPN 2 PCNS is a personal classification and an RPN 2 can apply for this classification where the RPN 2 has:
(A) successfully completed a specific course of training in Psychiatric Nursing leading to registration by the NBV, or

(B) have completed a post graduate course specific to Psychiatric Nursing; and

(C) has completed a minimum of 12 months experience in Psychiatric Nursing at the RPN 2 level.

Whilst applicants would generally be expected to have two years experience at the RPN 2 level to adequately meet the skill criteria an RPN 2 may apply for the PCNS classification after completion of 12 months experience.

(d) The RPN 2 Advanced is a personal classification and an RPN 2 can apply for this classification where the RPN 2:

(i) is working towards completion of a postgraduate course in Psychiatric Nursing and has completed at least 50% of that course and has a minimum of two years Psychiatric Nursing experience at the RPN 2 level in addition to the completion of the RPN 1 year, or

(ii) has completed a minimum of four years experience in Psychiatric Nursing at the RPN 2 level in addition to the completion of the RPN 1 year.

(e) In addition the RPN must show continuous commitment to the development of the RPN's area of practice, their own development and the mental health facility in which they are employed. The nurse must demonstrate one of the criterions in each of the sections (i), (ii) and (iii) following whilst the criteria set out in section (iv) are desirable only.

(i) Clinical Skill

(A) Demonstration of a commitment to, and the delivery of a particular Psychiatric Nursing role or function within the program

(B) Maintenance and improvement of clinical standards in Psychiatric Nursing practice

(ii) Professional Behaviour

(A) Act as a mentor or preceptor, having completed a preceptor course subject to it being provided by the Employer, to less experienced Mental Health Practitioners including RPNs, nursing students, Division 2 nurses (PEN) and Psychiatric Services Officers (PSO).

(B) Support of, and contribution to, quality improvement and research projects within Psychiatric Nursing practice and the unit.

(C) Act as a resource person to others in relation to Psychiatric Nursing clinical practice.

(iii) Professional Development

(A) Contribution to the education of other mental health professionals; eg active participation in the delivery of the in-service education/training program.

This function does not supplant the role and function of the RPN 4, 5 or 6 Psychiatric Clinical Specialist or Consultant or Psychiatric Nurse Educators.
(B) Demonstrated undertaking of own planned professional development and competence through various forms of continuing education with a focus on Psychiatric Nursing practice; eg conferences, study days, formal study, reading.

(iv) Desirable

(A) Completion of a Specialist Graduate Year in Psychiatric Nursing.

(B) Membership of a relevant professional body supporting the role and function of Psychiatric Nursing

(C) Committee membership and participation requiring Psychiatric Nursing skills and expertise

(f) An RPN 2 Advanced who successfully completes a post graduate course of training in Psychiatric Nursing leading to endorsement by the NBV, shall be classified as, and entitled to use the title of 'RPN 2 PCNS.'

79. RPN 2 - typical duties

Within the context of the definitions above, the following duties have been assessed as being able to be undertaken by RPNs at this level. Note that no single duty can be used as the final determinant of job level.

(a) 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 program plans or nursing care plans.

(b) Assist in the provision of an environment conducive to the physical, emotional and social well-being of clients.

(c) Prepare nursing case management strategies for clients.

(d) As a co-therapist, be involved in running psycho-dynamic groups.

(e) Assess the effects of and on the authority of a medical officer/psychiatrist, and within the bounds of professional nursing practice, administer drug therapies.

(f) Undertake counselling and therapy of clients, and provide specific rehabilitative or education projects with clients.

(g) Act as advocate for clients within the facility, and with relevant community agencies such as special accommodation houses and the Commonwealth Employment Service.

(h) According to ward and facility policies, provide assistance during psychiatric or medical emergencies

(i) 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.

(j) Take blood as required (eg. to monitor medication levels).

(k) Oversee the provision of basic nursing care by PENs.

(l) Assist in the orientation and training of student nurses when directed by the Senior Nurse in charge of the ward or program.

(m) Conduct daily living skills and activities groups (eg. cooking, budgeting), observe client interaction and record participation.
80. 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. Effective from 1 July 2005, the selection criteria for appointment to RPN3 will include the desirability of holding a post graduate diploma in psychiatric/mental health nursing or having completed a specialist undergraduate psychiatric nursing program or a specialist post basic course of training which led to registration as a Division 3 Nurse.

80.1 RPN 3 - Features

(a) Clinical duties at this level will include more complex tasks than at Grade 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.

(b) 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.

(c) Positions at this level will be accountable for decisions made on clinical or ward management matters according to professional practice and facility policies. Positions at this level will determine day-to-day matters and report regularly to a more senior nurse.

80.2 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 RPNs 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.

80.3 Associate Nurse Unit Manager

(a) 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 Easing with other professional staff.

(b) 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.

(c) Assist a RPN 4 or above to whom the position reports to develop and implement the philosophy and objectives of award or client care program.

(d) Provide clinical supervision to RPN 1's and RPN 2's, RPN students, PENs 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.
(e) 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.

(f) 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.

(g) Establish the psychiatric nursing service delivery priorities in the work setting for the shift.

(h) Ensure the accurate documentation of client records during the shift.

80.4 Clinician

(a) Undertake nursing assessments and independently institute a nursing-care plan for clients and staff. This includes supervising other nursing staff involved (if any), co-ordinating various treatment components and liaising with other professional staff.

(b) Conduct complex group therapy such as psycho-dynamic groups. At this level, assess clients’ suitability, choose the actual form of therapy, train and instruct their peers in therapeutic techniques, and supervise the co-therapist.

(c) 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.

(d) 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.

(e) Undertake specifically designated and more complex rehabilitative or education projects with clients that would not be undertaken by RPNs.

(f) Ward-based positions of this type would be specifically designated and would report direct to a RPN 4, Unit Manager.

80.5 Community Psychiatric Nurse

(a) 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.

(b) On the authority of a medical officer/psychiatrist, administer and assess effects of intramuscular psychotropic medications.

(c) Undertake home visits to clients in the community.

(d) Take steps to resolve or ameliorate emotional distress of clients.

(e) Undertake counselling and therapy of clients.

(f) Undertake community agency consultation and education.

(g) Develop particular community projects under supervision or with assistance from a more senior nurse.

(h) Undertake specific rehabilitative or educational -projects with clients.
(i) Prepare nursing case management strategies for clients being assessed or receiving counselling or therapy.

(j) Provide support to chronic clientele (i.e., those with little chance of any marked improvement).

(k) Refer clients to other mental health professionals or human service agencies in the community.

(l) Act as advocate on behalf of clients with relevant community agencies.

(m) Assess level of urgency in situations of psychiatric crisis assessment and undertake a course of action to resolve or ameliorate the crisis accordingly.

(n) 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.

(o) 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.

81. RPN4 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 specialty for which the position is responsible. Nurse Educator positions may be required to hold a recognised nurse education qualification according to NMBA requirements. Effective from 1 July 2005 a person appointed to RPN4 will be required to hold a post graduate diploma in psychiatric/mental health nursing or to have completed a specialist undergraduate psychiatric nursing program or a specialist post basic course of training which led to registration as a Division 3 Nurse.

81.1 RPN 4 Features

(a) 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 judgments 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.

(b) Positions are professionally accountable for their nursing decisions, RPN 4's 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.
81.2 **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 RPNs 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.

81.3 **Unit Manager**

(a) Manage the provision of psychiatric nursing services in a ward to enable the effective utilisation of available resources to achieve ward and facility objectives.

(b) Provide the highest level of 'hands-on' clinical practice and advice and participate in the delivery of care.

(c) Participate in the development of psychiatric nursing policy and procedures relating to the ward and the facility as a whole.

(d) Manage the provision of all nursing and non-nursing services to the ward.

(e) Co-ordinate the provision of mental health professional services to clients.

(f) Maintain standards of professional psychiatric nursing care and promote the training and professional development of all nursing staff on the ward.

(g) Ensure that the relevant provisions of the Mental Health Act 1996 (Vic) are followed.

(h) 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.

(i) Supervise maintenance of client records by ensuring that ward staff complete all necessary paperwork.

(j) Ensure that staffing rosters and staff deployment are organised to achieve effective program delivery and efficient use of staff resources.

81.4 **Clinical Manager**

(a) 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.

(b) Provide clinical leadership and program guidance to subordinate nurses working in the program.

(c) Monitor and evaluate program outcomes and develop and manage changes as appropriate.

(d) Liaise and negotiate with significant facility and community-based agents regarding the program.

81.5 **Clinical Specialist**

(a) 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.
(b) Conduct research projects into clinical matters, under the broad direction of a more senior clinical manager.

(c) 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 (e.g., infection control).

(d) Be responsible for maintaining state of the art knowledge of the nursing specialty.

(e) Contribute to the training and development of nursing and direct-care staff regarding the specialty area.

81.6 **Community Nurse - Student Co-ordinator**

(a) Plan and control or co-ordinate the placement of nursing students in the work setting.

(b) Be responsible for establishing placement objectives, supervisory guide lines and allocation of staffing resources to the task of student supervision.

(c) Undertake associated organising, liaison and monitoring duties.

(d) Develop supervision practices and procedures and training of field staff to be involved in supervision of students.

(e) Undertake a community nursing caseload.

81.7 **Community Nursing - Team Leader**

(a) 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.

(b) Undertake associated organising, liaison, monitoring and service development duties.

(c) Provide nursing supervision for subordinate CPN staff.

(d) Develop CPN practices and procedures, and undertake training of field staff.

(e) Advise administrative coordinator on appointment of nursing staff to the team.

(f) Establish CPN service delivery priorities in the work setting.

(g) Undertake the development of sub-discipline procedures and practices in the work setting and training of staff.

(h) 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.

81.8 **Community Nurse - Developer of Residential Living Program**

(a) Establish and maintain a residence to house psychiatric clients.

(b) Obtain funds for the purchase/rental of accommodation.

(c) Find appropriate accommodation.

(d) Identify and monitor staff resource requirements (i.e., 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 CPNs, therapists and social workers.

81.9 **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 (e.g., 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:

(a) Rostering of staff to requests for assistance.
(b) Determining the extent of service required for the catchment area serviced by the workplace (i.e., numbers of hours per week and number and type of staff).
(c) Marketing the service to the community.
(d) Ensuring that the service is responsive to the needs of the catchment area without disrupting the clinic/workplace routines.

81.10 Nurse Educator

(a) 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.
(b) Evaluate student progress. This includes acting as an Examiner for the NMBA for the external examination of Student Nurses.
(c) Contribute to development and evaluation of the curriculum for student RPNs.
(d) Co-ordinate the program for allocated intake groups of student nurses.
(e) Contribute to the on-going development of nursing education and practice by having input to internal and external committees and working parties.
(f) In the clinical work setting, facilitate the effective transfer of student RPNs' 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.
(g) 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.
(h) Negotiate with schools of nursing and student nurses regarding the number and dates of clinical placements to be undertaken under the teacher's supervision.
(i) Answer queries from student nurses regarding the interpretation of the Health Practitioner Regulation National Law Act 2009 and Nursing and Midwifery Board of Australia.
(j) Provide counselling and advice to student nurses in relation to their academic progress and course regulations.
(k) Organise external placements for student nurses, including at community-based settings.
(l) Organise education visits for student nurses.

81.11 Nursing Administrator

(a) Undertake research into complex non-clinical nursing matters under the broad direction of a more senior nurse (e.g., alterations to rostering methods, changes to
incident reports, introduction of computerised client records and introduction of staff-appraisal guidelines).

(b) 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.

(c) Provide information sessions/seminars and assistance to staff in other facilities undertaking similar projects.

82. Mental Health Nurse Practitioner Candidate

(a) **Nurse Practitioner Candidate** means a RPN who is appointed to a position as Nurse Practitioner Candidate and is undertaking their final studies, including clinical practice, to gain endorsement to practice as a Nurse Practitioner in accordance with the *Health Practitioner Regulation National Law Act 2009*.

(b) A RPN appointed by the Employer as a Nurse Practitioner Candidate (as defined) shall be classified and paid at a minimum of RPN 4 Year 4 in their first year of candidature and RPN 5 after their first year of candidature.

83. 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. Effective from 1 July 2005 a person appointed to RPN5 will be required to hold a post graduate diploma in psychiatric/mental health nursing or to have completed a specialist undergraduate psychiatric nursing program or a specialist post basic course of training which led to registration as a Division 3 Nurse.

83.1 RPN 5 - Features

(a) Positions at this level involve significant problem-solving activities that may require considerable understanding and interpretation of facility and departmental policy. RPN 5 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.

(b) 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 RPNs working on clinical or nursing services support developmental matters. In community settings, RPN 5 nurses would lead small teams in a multi-disciplinary setting or be responsible for the development of programs for a defined catchment area. Educators at this level would provide high level assistance to the positions with regional responsibility for RPN education.

(c) Positions are senior nurses who will independently undertake their duties according to broad policy guidelines 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.

83.2 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 RPNs 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.

83.3 **Clinical Consultant**
(a) Provide high level clinical consultation and advice to unit managers or nurses managing programs.
(b) 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.
(c) Provide a RPN consultancy service regarding specialist programs as required to other hospitals and/or public sector and voluntary health service agencies.
(d) Be responsible for maintaining state of the art knowledge across a broad area of expertise.
(e) This position might supervise a small team of nursing staff.

83.4 **Community Nursing - Team Leader**
(a) Undertake direction of a team of at least three subordinate Community RPNs working in a multi-disciplinary setting where overall direction of the workplace is undertaken by a higher level community position.
(b) Supervise work of subordinate CPN staff.
(c) Co-ordinate work of the CPN team.
(d) Provide input to mental health policy development in the community workplace.
(e) Monitor and evaluate adequacy of the CPN services provided.
(f) Undertake co-ordination, planning, development and liaison functions in the workplace on behalf of CPN team.
(g) Recruit CPN staff.
(h) Undertake administrative work for the CPN team.
(i) Establish priorities for CPN service delivery in the workplace.

83.5 **Community Nurse - Developer of Programs**
(a) Develop programs for a defined catchment area, which often might be geographically distant from other psychiatric services (eg. a country town).
(b) 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.

83.6 **Night Supervisor (Small-Medium Facility)**
(a) 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.
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.

Provide authoritative clinical and nursing administrative guidance and supervision to nursing staff.

Ensure that there are adequate staff and other resources available to all areas at the facility at night to maintain service quality.

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 (e.g., admissions, etc.).

83.7 Nurse Educator

Provide administrative support to a RPN 6 nurse educator in co-ordinating RPN education programs and curriculum development at a number of nurse education centres.

Carry out aptitude testing of aspiring student RPNs to comply with standards set by the Nursing and Midwifery Board of Australia.

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 NMBA standards.

Supervise or monitor the development and implementation of allocated sections of the curricula.

Assist the head of the school in the overall management of the school (e.g., by establishing appropriate record-keeping systems).

83.8 Nursing Administrator

Direct and supervise the project work of RPNs in non critical areas, including allocating projects to staff, setting deadlines and acting as a consultant when problems are encountered.

Initiate the development of such projects and negotiate their acceptance with the nursing administration (e.g., patient dependency studies, the investigation of ward-based rosters, etc).

Negotiate with senior nursing, medical and administrative staff in the facility to gain acceptance for major policy and procedure changes.

84. 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. Effective from 1 July 2005 a person appointed to RPN 6 will be required to hold a post graduate diploma in psychiatric/mental health nursing or to have completed a specialist undergraduate psychiatric nursing program or a specialist post basic course of training which led to registration as a Division 3 Nurse.

84.1 RPN - Grade RPN 6 - Features
(a) At this level, guidelines may be unclear and policies ill-defined, involving major
intellectual challenge to resolve nursing service delivery problems or undertake
research and development projects.

(b) 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.

(c) Positions are bound by 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).

84.2 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 RPNs 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.

84.3 RPN 6 Nurse Practitioner Classification

(a) Nurse Practitioner means an RPN who is endorsed to practice as a Nurse
Practitioner by the NMBA in accordance with the Health Practitioner Regulation

(b) A registered nurse educated for extended scope of practice whose role is
determined by the context in which s/he practices.

(c) A registered nurse holding the qualifications that accords with clause 77.6 that all
appointments to RPN 4 positions or above must have completed either a post
graduate diploma in Psychiatric/Mental Health nursing or a specialist
undergraduate psychiatric nursing program or a specialist post basic course of
training which led to registration as a Division 3 Nurse.

(d) A distinguishing characteristic of the Psychiatric Nurse Practitioner is that their
scope of practice extends the nursing role outside the normal scope of practice for
a registered nurse including but not limited to the following areas of practice:

(i) Clinical assessment;

(ii) Limited prescribing of scheduled medication from an approved formulary;

(iii) Ordering diagnostic investigations;

(iv) Direct referral to other health care practitioners;

(v) Admission and discharge of clients.

(e) Psychiatric Nurse Practitioner - Features

(i) A Psychiatric Nurse Practitioner will undertake some or all of the following
as part of their role in accordance with the ANMC National Competency
Standards:
(A) Dynamic practice that incorporates application of high-level knowledge and skills in extended practice across stable, unpredictable and complex situations

(I) Conducts advanced, comprehensive and holistic health assessment relevant to a specialist field of mental health nursing practice.

(II) Demonstrates a high level of confidence and clinical proficiency in carrying out a range of procedures, treatment and interventions that are evidence based and informed by specialist knowledge.

(III) Has the capacity to use the knowledge and skills of extended practice competencies in complex and unfamiliar environments.

(IV) Demonstrates skills in accessing established and evolving knowledge in clinical and social sciences, and the application of this knowledge to patient care and the education of others.

(B) Professional efficacy whereby practice is structured in a nursing model and enhanced by autonomy and accountability

(I) Applies extended practice competencies within a nursing model of practice

(II) Establishes therapeutic links with the patient/client/community that recognize and respect cultural identity and lifestyle choices

(III) Is proactive in conducting clinical service that enhances and is extended by autonomous and accountable mental health nursing practice

(C) Clinical leadership that influences and progresses clinical care, policy and collaboration through all levels of health service

(I) Engages in and leads clinical collaboration that optimizes outcomes for patients/clients/communities.

(II) Engages in and leads informed critique and influence at the systems level of mental health care

84.4 Nurse Manager - Clinical Area

(a) 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).

(b) Having regard to facility-wide trends, initiate and implement clinical audits.

(c) 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.).
(d) 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.

(e) Assist in the professional development of psychiatric nursing within the facility by providing career guidance to other RPNs, and ensure that staff have access to clinical areas that will enhance their professional development.

84.5 **Community Nurse - Manager of Community Department or Clinic**

(a) Manage and be fully responsible for delivery of psychiatric and CPN services in a centre staffed by at least three subordinate CPNs, with any other disciplines being available on a part-time or sessional basis only for referral of specific cases if required.

(b) Plan, develop, organise and monitor delivery of 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.

(c) Participate in major human service delivery developments in the region (eg. community health) as the representative of psychiatric services.

(d) Undertake evaluation of services provided by the centre to facilitate the best use of allocated resources and representation of psychiatric services in regional initiatives.

(e) Advise regional planners on psychiatric service -delivery issues.

84.6 **Night Supervisor (Large Facility)**

Typical duties are the same as for the RPN 5 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.

84.7 **Nurse Educator - Head of Education Centre**

(a) Administer nurse education for basic and post-basic students at a school of nursing.

(b) Manage and be responsible for the development, implementation and evaluation of curricula for basic and post-basic nurse training within a school.

(c) 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.

(d) Age the human and physical resources of the school of nursing.

(e) Ensure that the selection of student nurses for the school follows established policy and is carried out appropriately.

84.8 **Nurse Manager - Administration Area**

(a) 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.

(b) Manage the recruitment and retention of nursing staff according to policies.

(c) Play a professional leadership role in the effective forward planning of nursing services.
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.

84.9 Nurse Manager (Designated Units)

(a) 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.

(b) Monitor the standards of clinical practice, program efficiency and effectiveness, and report as required to the facility's executive.

(c) Provide professional oversight and guidance on RPN 3's in charge of wards and programs, and ensure that staff development needs are met across the areas for which the position is responsible.

(d) Initiate and monitor administrative systems to allow the full use of available nursing resources to meet client needs.

84.10 Director of Nursing (Small Facility)

(a) Be responsible for the overall functional and line management of nursing services and resources.

(b) 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.

(c) Be responsible for the development and preparation of policy and guidelines pertaining to all aspects of psychiatric nursing and related direct-care service delivery within a small service (as defined), and for the provision of high level psychiatric nursing advice to other members of the facility's executive.

(d) 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.

(e) Ensure the RPN services are of the highest possible quality across the facility through establishing effective reporting relationships between ward, community and Nurse Managers.

(f) Participate as necessary in the negotiation of local industrial relations issues and report to senior management in the event of major disputes.

(g) Provide professional leadership to all RPNs and other nursing staff in the facility, and encourage staff development and retention.

85. 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. Effective from 1 July 2005 a person appointed to RPN7 will be required to hold a post graduate diploma in psychiatric/mental health nursing or to have completed a specialist undergraduate psychiatric nursing program or a specialist post basic course of training which led to registration as a Division 3 Nurse.

85.1 RPN 7 Features
(a) At this level, guidelines may be unclear and policies ill-defined, involving major intellectual challenge to resolve nursing service delivery problems or significant nurse education issues.

(b) Positions either will manage the total nursing function in the nominated medium facilities or administer nurse education throughout a region.

(c) Positions are bound by 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.

(d) 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.

85.2 RPN 7 Typical Duties

**Director of Nursing (Medium Facility)**

(a) Be responsible for the overall functional and line management of nursing services and resources.

(b) 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.

(c) Be responsible for the development and preparation of policy and guidelines 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.

(d) 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.

(e) Ensure the RPN services are of the highest possible quality across the facility through establishing effective reporting relationships between ward, community and nurse managers.

(f) Participate as necessary in the negotiation of local industrial relations issues and report to senior management in the event of major disputes.

(g) Provide professional leadership to all RPNs and other nursing staff in the facility, and encourage staff development and retention.

85.3 Principal Nurse Education Officer

(a) As head of a regional school and as the most senior level of Nurse Educator in the, provide authoritative professional leadership in identifying direct-care staff education/training needs and develop appropriate resources.

(b) Provide policy advice to the Principal Nurse Adviser on nurse education and direct-care staff training for the region.

(c) 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.

(d) Be accountable for all RPN education across a region.

(e) In accordance with NMBA and requirements, design a theoretical and clinical education curriculum for student RPNs and ensure appropriate organisation and standards for clinical placements within a region.

(f) Manage relevant human and material resources.

(g) Negotiate with psychiatric, general health and community facilities to arrange suitable placements for student RPNs.

(h) Prepare a program of theoretical education and clinical placements each year for each student RPN within the region, to meet the NMBA requirements.

(i) Determine processes for design, construction, evaluation and revision of curricula or parts of curricula pertaining to RPN education.

(j) Ensure that curriculum requirements are being met, and promote consultation between Nurse Educators and senior hospital-based RPNs who are involved in both the theory and clinical components of RPN training.

(k) As the most senior level of Nurse Educator in the, 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.

85.4 RPN 7 Definition

Positions at this level are in charge of the largest 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.

85.5 RPN 7 Typical Duties

Director of Nursing (Large Facility)

(a) Be responsible for the overall functional and line management of nursing services and resources.

(b) 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.

(c) Be responsible for the development and preparation of policy and guidelines 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.

(d) 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.

(e) Ensure the RPN services are of the highest possible quality across the facility through establishing effective reporting relationships between ward, community and Nurse Managers.
(f) Participate as necessary in the negotiation of local industrial relations issues and report to senior management in the event of major disputes.

(g) Provide professional leadership to all RPNs and other nursing staff in the facility, and encourage staff development and retention.

85.6 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 policy and program directions. The position advises the Manager, 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.

85.7 RPN 7 Typical Duties

(a) Provide a focus for policy development and analysis, service planning and program development in relation to psychiatric nursing in Victoria.

(b) 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.

(c) Provide major professional input into the development of policy and programs for psychiatric services and into state-wide service-planning activities.

(d) Undertake workforce planning and evaluation of RPN education and training requirements to ensure that policy objectives can be met. Similar consultancy will be given in relation to other direct-care categories, including PEN and PSO.

(e) On a state-wide basis, set and evaluate nursing standards within the and negotiate with Directors of Nursing to ensure that these standards are implemented throughout facilities and community settings.

(f) 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.

Psychiatric Enrolled Nurse classifications

86. Psychiatric Enrolled Nurses – features

86.1 A PEN is an enrolled nurse who works as part of the specialist mental health nursing team, under the supervision of an RPN. PENs work as a part of the mental health team to advocate for and facilitate the involvement of individuals, their families and significant others in planning and evaluating care and progress toward recovery and improved health outcomes. No client will be treated solely by a PEN.

86.2 Core PEN responsibilities in the provision of patient-centred nursing care include recognition of normal and abnormal in assessment, intervention and evaluation of individual health and functional status provision of support and comfort, assisting with activities of daily living to achieve an optimal level of independence, and providing for emotional needs of individuals with their aim being to ensure physical and psychological wellbeing and recovery of clients. The PEN monitors the impact of nursing care and maintains ongoing communication with the registered nurse regarding the health and functional status of individuals.

86.3 PENs are deployed in a wide range of work settings. Services to each client will be determined by a team, which could include a RPN, a Medical Officer or another qualified
professional. They will perform a range of functions according to work setting, client needs and expertise of the PEN. Their aim is to ensure the physical and psychological well-being of their clients in accordance with the legal and ethical requirements of the *Mental Health Act 1986*.

86.4 The PEN knowledge and expertise in mental health nursing is advanced by the experience of working in the sector under supervision and mentorship and/or from post basic training.

86.5 Where state law and organisational policy allows, enrolled nurses may administer prescribed medicines or maintain intravenous fluids, in accordance with their educational preparation.

86.6 At all times, the PEN retains responsibility for his/her actions and remains accountable in providing delegated nursing care. The enrolled nurse must maintain ongoing communication with the registered nurse including reporting changes in health and functional status and individual responses to health care interventions.

86.7 The broad definitions of work at each Level should be met by any individual position being classified at that Level, subject to their educational preparation and consequential scope of practice. No single example of work (eg one duty) can be used as the basis on which to classify a job. No single employee will utilise the full range of work described at their classification Level in the standards.

87. Psychiatric Enrolled Nurse Level 1 (PEN1)

87.1 Definition

(a) At this Level a PEN works under the direct supervision and instruction of an RPN or a senior experienced PEN.

(b) A PEN at Level 1 will be orientating to the roles and responsibilities within their working environment. They are a beginning level practitioner, developing and growing their experience, undertaking work as directed within established procedures and guidelines. They will be expected to develop their knowledge and understanding of their legal and ethical role under relevant legislation including the *Mental Health Act 1986*.

(c) All newly graduated PEN commence in Level 1. A PEN graduating with a Certificate IV qualification will commence at PEN Level 1 Year 5, and a PEN graduating with a Diploma will commence at PEN Level 1 Year 7.

(d) Progression – A PEN1 will progress through the increments on completion of a year of experience, including previous experience.

(e) A PEN Level 1 will only progress to PEN2 classification if they meet the criteria set out for a PEN Level 2.

87.2 Typical PEN1 Duties

(a) Organise and complete delegated nursing care of clients.

(b) Encourage and support clients to attain independence or assist clients to maintain independence in daily living.

(c) Establish and maintain a rapport with clients that will contribute to clients therapeutic treatment/activities. This involves the enrolled nurse communicating in a manner appropriate to the needs of clients with altered mental states, based on an understanding of mental illness.
(d) Record and report clients progress in the clinical file and participate in handover of allocated clients

(e) Assisting in routine admission procedures when a new client enters the ward/unit (e.g. record client’s property and clothing, and take valuables to trust office as necessary)

(f) Welcome clients to the ward and orient them to ward routine. Explain ward routine to nominated family/friends of clients.

(g) 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.)

(h) When requested by the nurse in charge, accompany clients to appointments outside the ward or facility

(i) Act in emergency situations according to established procedures within the bounds of enrolled nurse knowledge

(j) Accurately record and label specimens, such as urine, perform urinalysis and report abnormalities

(k) Assisting in the creation of safe, stable and therapeutic environments for clients

(l) Can only be rostered to HDU (howsoever titled) after completion of approved aggression management training and a minimum 6 months of experience in a mental health setting. A PEN 1 will not be the sole nurse in HDU and must be rostered with an experienced RPN.

(m) Carry out clinical procedures for which training, supervision and level of competence has been achieved and recorded

(n) Maintain a high standard of documentation in accordance with level of competence

(o) Contribute to quality improvement activities

(p) Ordering of medical supplies

88. Psychiatric Enrolled Nurse Level 2 (PEN2)

88.1 Definition

(a) At this Level a PEN works under the supervision of an RPN using established Mental Health knowledge and skills undertaking typical PEN 2 duties.

(b) A Level 2 is an experienced PEN who will have an established understanding of the usual work and practices within the unit, a capacity to think critically, to analyse situations and act accordingly. They will generally practice with less direct supervision and take a more comprehensive approach to care, using a greater capacity for a critical approach to clinical assessment and management.

(c) They will be able to demonstrate an understanding of their own, client and environmental safety issues. They will have an established knowledge and understanding of, and work in accordance with their legal and ethical responsibilities under relevant legislation including the Mental Health Act 1986.

88.2 PEN Level 2 applies to Enrolled Nurses who:
have at least 2 years experience and holds either an NMBA approved qualification in administration of medicines with an Administration of Medicines scope or a post registration qualification in mental health nursing; or

(b) undertakes duties that include PEN 2 duties as part of their role, within their scope of practice; or

(c) are undertaking a Community Training Position of up to 12 months (as defined)

88.3 **Progression** - A PEN2 will progress through the increments on completion of a year of experience, including previous experience.

88.4 There is no automatic progression for a PEN2 to the PEN3 classification.

88.5 **Typical PEN2 Duties**

(a) Administration of prescribed medications inclusive of provision of information to clients

(b) Clinical observation and assessment of the effects of medication

(c) Conduct mental state examinations

(d) Conduct more comprehensive psychosocial assessments within scope of practise, including initial interviews of clients

(e) Compile client history and presentation for the development of a nursing care plan and/or patient care strategies and identify clinical risks

(f) Participate in client reviews and discharge planning, in collaboration with the client, carers, significant others and multidisciplinary team

(g) Providing education to clients, carer and significant others

(h) Implement and evaluate activities for clients (including group sessions), in consultation with a Registered Nurse or other health professional

(i) Maintain a safe, stable and therapeutic physical and psychosocial environment for clients and staff.

(j) Run, plan and develop basic therapeutic group activity sessions and/or social and community inclusion activities in consultation with the nurse educator/Shift Leader/ Allied Health Professional / Psychologists

(k) Lead junior staff in the development and evaluation of specific programs, initiatives or research programs where appropriate and participation in quality improvement activities.

(l) May be rostered to HDU (howsoever titled).

(m) Having completed a preceptorship course, act as a mentor/preceptor to EN students or PSOs when required

(n) Undertake & participate in admission process including completion of admissions of clients

(o)
(a) At this Level, a PEN using advanced Mental Health knowledge and skills, undertaking typical PEN 3 duties, works under the broad direction of professional staff and an RPN.

(b) A Level 3 PEN will practice at an advanced level within the Mental Health specialty. They will be expected to take a complex and critical approach to clinical care with an increased breadth and depth of knowledge and skills and exercise considerable judgement when analysing and responding to events or situations. They will have advanced knowledge and understanding of, and work in accordance with, their legal and ethical responsibilities under relevant legislation including the Mental Health Act 1986.

(c) They may undertake roles in specific specialist domains such as Education, Quality and Liaison roles, including leadership. They may work in community settings, functioning independently within the scope of broad directions.

(d) PEN Level 3 applies to enrolled nurses who meet not less than two out of the three eligibility criteria below before making an application.

(e) Progression – A PEN3 will progress through the increments on completion of a year of experience, including previous experience.

(f) Community Mental Health – Despite any other criteria in this clause PEN3 is the minimum classification for enrolled nurses working in the community mental health setting, subject to the Community Training Provisions in clause 58.7.

89.2 Typical PEN3 Duties

(a) Conduct mental state examination, psychosocial and community based assessment

(b) Monitor clients’ physical and mental health status and provide appropriate intervention across a range of settings

(c) Independently implement and evaluate management / treatment plans in the community and inpatient settings, under the general supervision of an RPN

(d) Participate in established processes for metabolic monitoring of clients

(e) Provide psycho-education to carers/families/services whenever appropriate

(f) Prepare for client related case presentations/reviews and participate in clinical case conferences and other related meetings

(g) Assist clients/ carers to access appropriate support services within community settings

(h) Liaison with and provide support to relevant health care providers and community services such as SRS, PDRS, GP’s & pharmacy staff

(i) Plan, promote, initiate, develop, run and conduct quality activities with relative independence.

(j) Advanced knowledge of the Mental Health Act and other relevant legislation.

(k) Having completed a preceptorship course, act as a preceptor to PENs, students, and PSOs and as a mentor to graduate RPNs

(l) Undertake portfolio responsibilities such as OH&S, Quality Improvement, Complementary Therapies, Welfare and Social Service, Disability, Aggression Management, Family/Carer and Consumer Education.
(m) Undertake community based case work in accordance with plans and directions of the primary case manager

For those with NMBA approved medication scope:

(n) Administration of prescribed medications (outreach may be required)

(o) In community based service, assist with the co-ordination of the depot administering system, including maintenance of a depot data base

89.3 The eligibility criteria are:

(a) Can provide evidence of achievement of four out of the ten Advanced Enrolled Nurse Level 3 Competency Standards below; AND

(b) Either:

(i) A minimum of five years post registration experience as a PEN;

OR

(ii) A post registration qualification (of at least 6 months or 200 hours duration) a component of which is relevant to current environment/role.

89.4 Advanced PEN Level 3 Competency Standards

The following are examples of competency standards that meet the eligibility criteria in sub-clause 89.3(a) above.

(a) Contributes to the education of new graduate Enrolled Nurses and/or Trainee Enrolled Nurses. For example, the Advanced PEN may precept or mentor new graduate Enrolled Nurses and/or Trainee Enrolled Nurses or contribute to the performance appraisal of less experienced PENs;

(b) The PEN is involved in committees and working parties within and/or beyond the work unit;

(c) Assists in the coordination of delegated activities of other staff under the guidance and direction of the Registered Nurse. For example, guides and supports activities of other PENs;

(d) Act as a resource to others. For example, may take responsibility for a specific task, such as equipment maintenance schedules, budgets, rosters or stock control;

(e) Contributes to quality improvements within their work area or the workplace and/or changes in enrolled nursing practice initiatives. For example, identifies risks and potential outcomes during assessments or identifies and implements harm minimisation strategies;

(f) Practises using specialised or advanced knowledge and skills in a clinical area within the enrolled nursing scope of practice. For example, applies acquired knowledge in child and family health care, recovery and rehabilitation, management of clinical aggression (MOCA), dementia care or other specific areas of clinical practice consistent with their educational preparation;

(g) Modifies practice to accommodate patient/client health care needs of individuals and groups in different environments. For example, contributes to the effective utilisation of nursing resources in the context of changing workloads or responds effectively to changes in clinical situations within scope of practice required;

(h) Undertakes an additional responsibility either individually or as part of a clinical/quality team e.g. acts as a resource nurse for occupational health and
safety initiatives, No-lift/back attack/smart moves/back off/ back 4 life portfolio,
alcohol and other drugs portfolio, continence, infection control, falls prevention,
pressure ulcer prevention, rehabilitation program co-ordination or Aged Care
Funding Instrument Officer;

(i) Is aware of and functions in accordance with legislation, policies and procedures
affecting enrolled nursing practice. For example, able to articulate to peers the
implications of legislation governing practice;

(j) Actively participates in team leadership and decision making. For example, 
participates in quality improvement activities.

Explanatory note: The parties recognise that additional opportunities may exist that are
comparable in terms of skill or responsibility to those above. A lack of opportunity to 
meet sufficient standards is not to be used as a rationale for denying an employee
classification at PEN3.

89.5 Portability of PEN3 classification

(a) A PEN classified at PEN3 shall be paid for all hours worked at the PEN3 
classification and continue to be employed at Level 3 across the public sector
including in the event they change employer.

(b) Evidence required to demonstrate PEN3 to a new Employer shall be any one of the
following:

(i) Payslip; or

(ii) Certificate of Service; or

(iii) Letter of appointment.

89.6 Applications for Advancement to PEN 3 (existing employees):

(a) Application principles

(i) The process for applications for PEN Level 3 should ensure that applicants
have equal opportunity to demonstrate their suitability

(ii) Applicants should have reasonable access to the same information relevant
 to the Level 3 criteria

(iii) No restrictions, other than the set eligibility requirements, are to apply

(iv) Potential applicants should be allowed reasonable time to prepare for the
 process.

(b) Application process

(i) Applications may be made by a PEN when they believe they meet the
eligibility criteria. Each Employer will arrange for the advertising of PEN3
classification once every six months. This information will be permanently
available to PENs.

(ii) Written applications are to be made to the NUM (or equivalent position)

(iii) The written application must address the criteria in this Agreement,
including:

(A) evidence of achievement of four out of ten of the Advanced PEN
 Level 3 criteria; and

(B) either:
A minimum of five years post registration experience as a PEN; OR

A post registration qualification (of at least 6 months or 200 hours duration) a component of which is relevant to current environment/role.

(iv) Interviews, if required:

(A) Will be held within 10 days of the application.

(B) Will be conducted by the NUM and may also include up to two other nursing staff such as the ANUM or Nurse Educator at the local level.

(C) Must relate directly to the criteria in sub-clause 3, and the supporting evidence within the application.

(v) The PEN will be notified in writing of the outcome within 7 days of the receipt of the application, or where there is an interview, within 7 days after the interview.

(vi) For successful applicants, re-grading will apply from the date of application and be payable from the next fortnightly pay period after notification of a successful application.

(vii) If the application is unsuccessful, the Employer is to provide detailed written feedback aligned with the criteria, with a supportive development plan to be commenced to assist the PEN in any future application and meeting the eligibility criteria.

90. Translation (all PEN Levels)

90.1 The following translation arrangements will apply:

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<thead>
<tr>
<th>Current</th>
<th>No Meds</th>
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<tbody>
<tr>
<td>PEN 1.1</td>
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<td>Year 8</td>
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<td>Year 1</td>
<td>PEN 1.8</td>
<td>PEN 2.2</td>
<td>PEN 3.1</td>
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<td>PEN 2.4</td>
<td>PEN 3.2</td>
<td>PEN 3.4#</td>
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</tbody>
</table>

# PEN3.4 available only to existing PSEN2 y3 Employees in receipt of medication endorsement allowance and senior allowance as at 31 March 2012. These Employees translate to the PEN3.4 as a result of the implementation of this Agreement. The PEN3.4 rate cannot be accessed through incremental progression.

Psychiatric Services Officer classifications

91. Psychiatric Services Officer classifications

91.1 Psychiatric Services Officer (PSO)

(a) 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 a basis on which to classify a job. All duties of the PSO category will be undertaken under the direct or general supervision (as appropriate) of a qualified professional staff member.

(b) PSO are employed to assist nursing/clinical staff in the delivery of a range of therapeutic programs. PSO are not a Registered or Enrolled Nurse, and therefore cannot be used to perform the work of RPN or PEN.

(c) PSO duties may be carried out in a range of settings, including psychiatric units and alcohol and drug services or in community-based programs. 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.

(d) 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 a Nurse, Health Professional or Psychologist.

(e) In no circumstances will a PSO 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 client program plan and on-going identification of clients needs.

(f) Direct care duties undertaken by a PSO include assisting in, but not limited to, the following program areas

(i) Social work

(ii) Occupational therapy/ Physiotherapy

(iii) Music/ Creative/ Recreation

(iv) Daily Living Skills
(g) In addition to the above direct care duties, in which PSO's will work directly with clients, PSO may undertake as a secondary component of duties a range of support services to nursing and other program areas. Such assistance includes:

(i) maintaining client records;
(ii) ordering stores and specialist needs (eg. industrial materials);
(iii) scheduling clients, recording attendance;
(iv) transporting clients;
(v) maintaining information resources.

There is no mandatory qualification for entry into the PSO category.

91.2 PSO Level 1

(a) At this level the PSO works under the supervision of other professional staff or more senior PSO. Positions at this level provide a variety of direct care services to clients according to established procedures, specific guidelines and standard instructions with minimal expectation of any independent practice within scope of role. Positions work within a single function area (eg. bed based unit).

(b) Key Responsibilities

(i) Accompany clients, eg from unit to outside appointments, social outings etc according to instructions
(ii) Assist clients in their participation in the therapy program
(iii) Develop a knowledge of the program the clients and on the basis of knowledge adapt work patterns / schedules within guidelines
(iv) Collect and provide reliable data and may be required to present this data at meetings.
(v) Prepare, set up and maintain equipment, ensure that the environment is safe for patients and staff working in it
(vi) Assist in the implementation of therapy treatment/s that are determined by a specialist therapist utilising such equipment as determined by the therapist
(vii) Organise and implement social and recreational outings for clients
(viii) Provide clerical and organisational support for the unit (eg recording appointment, ordering supplies, organising maintenance and repairs etc)
(ix) Duties concerning the activities to be undertaken prepare and run groups for clients including subjects as cooking, gardening, recreation and creative arts etc. Positions may be required to evaluate and report on the participants’ level of participation and provide encouragement in conjunction with the Therapist / Nurse co-leader.
(x) Devise and deliver activities programs for individual client eg creative arts
(xi) Assist and support individual clients in gaining access to community services act as an advocate for the client as required

91.3 PSO Level 2

(a) Experienced PSO who works within established procedures and guidelines and under general direction from professional staff or a more senior PSO, working to
independently carry out duties and handle day to day issues arising in relation to activities across a range of settings or programs. PSO at this level have four years experience or two years and an appropriate qualification.

(b) Positions regularly required to do:

(i) Undertake the more complex non-nursing direct care functions; or
(ii) Perform significant non-direct care duties; or
(iii) Contribute to the design and independent implementation of developmental and therapeutic programs

(c) Key Responsibilities

(i) Under direction, independently select activities for and run formal group sessions such as activities as art and craft, music, film, games, physical recreation activities, simple working, basic vocational skills and other independent living skills.
(ii) Manage the activities within a therapy program including supervision of subordinate staff, responsible for the environment and specialist stores.
(iii) May be required to induct new PSO and provide guidance to PSO level 1
(iv) Assist in assessing client’s suitability and effectiveness for certain programs according to established methodologies and client needs and prepare modifications to program components as required and report to the supervising professional.
(v) Within a unit or service establish and maintain effective links between the service and client’s family, friends and where applicable guardians
(vi) Provide information and assistance to clients and their families in relation to income security and material welfare. Liaise on behalf of clients with and/or assist clients to access a broad range of human services agencies and Government departments.
(vii) 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 clients.
(viii) Documentation as required including preparing a social history and needs report on clients

91.4 **PSO Level 3**

(a) At this advanced level, the PSO works under broad direction of professional staff, as an advanced direct care worker with responsibility for providing specialist support to clients of the service or multidisciplinary team which delivers substantial care programs or welfare services for clients. PSO 3 may be required to deal with a range of community service and government agencies, client advocacy groups and have a sound understanding of government policy in relation to the provision of these services.

(b) PSOs at this level would have generally seven years of relevant experience or at least five years experience and an appropriate qualification.

(c) PSOs 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 performance and supervision.
(d) Key Responsibilities:

(i) Coordinate welfare activities for a significant number of clients in a complex environment

(ii) Independently run a major recreational or social program, including budgeting, negotiating and acceptance of proposals and liaising with outside agencies.

(iii) As directed co-ordinate the provision of a major therapy program across a range of settings eg a major facility or between a facility and community agencies. Where required assist in selection of clients and co-ordinate all facets of the program delivery.

(iv) In a large and/or complex service have chief responsibility for the provision of information on community resources and provide authoritative advice on the appropriateness of these resources to clients.

(v) Co-ordinate literacy and or numeracy programs between the facility, the client now living at home and specialist education staff.
Part D  Conditions for Health Professionals

92. Application of this Part

92.1 The terms of Part D of this Agreement apply to Employees engaged as Health Professionals in one of the following classifications:

(a) Child Psychologist, Community Development Worker, Health Information Manager, Music Therapist, Occupational Therapist, Physiotherapist, Play Therapist, Recreational Therapist, Social Worker, Speech Pathologist, Welfare Worker or Youth Worker.

93. Definitions specific to this Part of this Agreement

93.1 Experience means experience in the Employee’s occupation obtained within the last five years, excluding any unpaid leave provisions in the Agreement (or any previous applicable instrument).

93.2 In Part D of the Agreement, allowances shall be calculated to the nearest 10 cents, an exact amount of 5 cents in the result going to the higher figure, unless otherwise specified.

94. Dispute Resolution Training

94.1 A HACSU representative or other workplace representative shall be entitled to, and the Employer shall grant, leave of absence of up to a maximum of five days’ paid leave per calendar year, to attend courses conducted by an accredited training provider and approved by the Employer. Leave of absence on full pay for such purposes in excess of five days and up to ten days may be granted in any one calendar year subject to the total leave being granted in that year and in the subsequent year not exceeding ten days. Such leave is granted on the following conditions:

(a) the scope, content and level of the courses are directed to the enhancement of the operation of the Dispute Resolution Process;

(b) reasonable notice is given by the local Union representative or other workplace representative;

(c) the taking of leave is arranged having regard to the operational requirements of the Employer;

(d) the local HACSU representative or other workplace representative taking such leave shall be paid all ordinary time earnings in accordance with Schedule 2 (Wage Rates for Health Professionals) (pro-rated where relevant), plus allowances which are deemed pursuant to Part D to be part of the pay for all purposes but excluding shift work and overtime allowances;

(e) leave of absence granted pursuant to this clause shall count as service for all purposes of Part D;

(f) expenses associated with attendance at training courses, for example, fares, accommodation and meal costs are not the responsibility of the Employer.

95. Types of employment

95.1 Types of Employment
(a) Employees under this Part D may be employed in any one of the following categories:

(i) full-time Employees;
(ii) regular part-time Employees;
(iii) fixed term or temporary Employees;
(iv) casual Employees; or
(v) Employees with limited tenure.

(b) At the time of engagement the Employer shall inform each Employee of the terms of their engagement, and in particular, whether they are to be full-time, regular part-time, fixed term or temporary Employees, casual Employees or Employees with limited tenure.

95.2 Full-time employment

Except as provided in clause 105 – Hours of work, an Employee who is required by the Employer to work full-time and is ready, willing and available to work the full number of hours as required by the Employer, shall be paid the full weekly wage as prescribed by this Part D irrespective of the number of hours worked not exceeding 38.

95.3 Regular part-time employment

(a) The Employer may employ regular part-time Employees in any classification in this Part.

(b) A regular part-time Employee is a person who:

(i) works less than full-time hours of 38 per week (or less than 76 hours in a fortnight) and;
(ii) has reasonably predictable hours of work; and
(iii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time Employees who do the same kind of work.

(c) At the time of engagement, the Employer and the regular part-time Employee will agree in writing on the following matters:

(i) regular pattern of work, specifying at least the hours worked each day;
(ii) which days of the week the Employee will work; and
(iii) the actual starting and finishing times each day.

(d) Any agreed variation to the regular pattern of work will be recorded in writing.

(e) Regular part-time Employees shall be paid at an hourly rate equal to 1/38th of the weekly wage appropriate to the Employee’s classification. Employees employed under this clause shall accrue paid leave entitlements on a pro rata basis.

95.4 Fixed term or temporary employment

(a) The Employer may employ an Employee either:

(i) as a fixed-term Employee who is employed for a specific period, or a specified purpose (other than that referred to in sub-clause 95.4(a)(ii)), neither of which will exceed an initial period of 12 months’ employment, provided that any such term may be extended for a further period of up to
12 months to complete the particular project, task or training for which the Employee was engaged; or

(ii) as a replacement Employee replacing a person on parental leave, for a period not exceeding twenty-four months; or

(iii) as a temporary Employee who is employed on hours which may or may not be fixed for a period not exceeding three months.

(b) If the period of engagement, or an extended engagement in accordance with sub-clause 95.4(a)(i), exceeds that provided for in this clause or the Employee engaged pursuant to this clause is re-engaged within thirteen weeks (including the total period of accrued annual leave paid on termination), the Employee shall be deemed to have been originally employed under clause 95.2 - Full-time employment, or clause 95.3 - Regular part-time employment.

(c) Employees engaged as either fixed term Employees, replacement Employees or temporary Employees pursuant to this clause will receive the rates of pay and conditions provided for under clause 95.3, regardless of the number of hours worked, with the exception of the period of notice which for Employees engaged as temporary Employees under this clause, shall be one week.

(d) Fixed term employment can only be offered for true fixed term arrangements, including special projects, post graduate training, graduate year positions, maternity leave and long service leave relief.

95.5 Casual employment

(a) 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 the Employer or the Employee, but does not include an Employee who could properly be classified under clauses 95.2 - Full-time employment, clause 95.3 - Regular part-time employment or clause 95.4 - Fixed term or temporary employment. The minimum period of engagement of a casual Employee is three (3) hours.

(b) A casual Employee shall be paid for all work done on weekdays an amount equal to 1/38th of the weekly wage appropriate to the Employee's classification per hour plus 25% and for all work done on Saturday, Sundays and public holidays an amount equal to 1/38th of the weekly wage appropriate to the Employee's classification per hour plus 75%.

(c) A casual Employee shall not be entitled to the provisions of the Agreement relating to Annual Leave, Long Service Leave, paid Compassionate Leave, paid Parental Leave, and paid Personal Leave. However, casual Employees are entitled to unpaid Compassionate, Personal and Parental Leave as specified in the relevant clauses and to receive the appropriate uniform, laundry, shift, Qualifications, Saturday & Sunday Work and all other applicable allowances contained in this Part.

(d) The provisions of the Termination of Employment clause shall not apply in the case of a casual Employee.

95.6 Employment with limited tenure

(a) By written agreement with an Employee, the Employer may employ a new graduate from any of the professions covered by this Part D for a period of twelve months.
(b) At the end of the twelve months, the employment will end unless the Employee successfully applies for a new position with the Employer in which case they will no longer be employed pursuant to this clause. A new graduate is deemed to be a person who has successfully completed their academic studies in the twelve months prior to commencing limited tenure employment. All other conditions of this Part D shall apply.

96. Advertising Vacancies

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

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

97. Termination of Employment

97.1 An Employer may terminate the employment of an Employee by providing 4 weeks' notice in writing.

97.2 The period of notice of termination to be given by the Employer shall increase by one week if the Employee is over 45 years of age and has completed at least two years of continuous service with the Employer.

97.3 An Employee may terminate his or her employment by providing 4 weeks' notice to the Employer in writing. If an Employee fails to give the required notice the Employer may withhold from any monies due to the Employee to a maximum amount equal to the ordinary time rate of pay for the following periods:

<table>
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<tr>
<th>Employee's period of continuous service</th>
<th>Period in respect of which pay may be withheld by the Employer</th>
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<tbody>
<tr>
<td>Not more than 1 year</td>
<td>1 week</td>
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<tr>
<td>More than 1 year but not more than 3 years</td>
<td>2 weeks</td>
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<tr>
<td>More than 3 years but not more than 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>More than 5 years</td>
<td>4 weeks</td>
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</tbody>
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97.4 The provisions of this clause shall apply except where the conduct of the Employee justifies instant dismissal. In such circumstances, wages shall be paid only up to the time of dismissal.

97.5 Where the system of work provided for the taking of ADOs and an Employee's employment is terminated:

(a) if one or more ADOs have been granted in advance, or an ADO has been taken during the work cycle in which the Employee is terminated, the wages due to that Employee shall be reduced by the total of ADOs taken in advance, and/or the total un-accrued portion of the ADO granted in that work cycle as the case may be;

(b) if an Employee has not worked a complete twenty day four week or five week cycle, he or she shall receive pro-rata accrued entitlements for each day worked or
98. **Salary increases**

98.1 For health professionals, weekly rates of pay will be adjusted by:

(a) $35 per week or 2.50%, whichever is the greater, effective first pay period on or after 1 January 2012;

(b) $35 per week or 2.50%, whichever is the greater, effective first pay period on or after 1 October 2012;

(c) $17.50 per week or 1.25%, whichever is the greater, effective first pay period on or after 1 October 2013;

(d) $17.50 per week or 1.25%, whichever is the greater, effective first pay period on or after 1 April 2014;

(e) $17.50 per week or 1.25%, whichever is the greater, effective first pay period on or after 1 October 2014; and

(f) $17.50 per week or 1.25%, whichever is the greater, effective first pay period on or after 1 April 2015.

98.2 The weekly rates of pay for Allied Health Employees are contained in Schedule 2 of this Agreement.

98.3 The above rates of pay will only come into operation on the approval of this Agreement by Fair Work Australia in accordance with the Act.

99. **Once off upfront lump sum payment**

99.1 Subject to clause 223.1(d), Employees whose employment is subject to this Part D of the Agreement and were in the employ of an Employer as at 1 February 2012 will be paid a once off lump sum payment of $910 per person (pro-rata for part-time Employees) after the approval of this Agreement.

100. **Classifications and wages**

100.1 The classification descriptors are set out in Schedule 5 – Classification Definitions Applying to Health Professionals.

100.2 The weekly full-time salaries applicable to each classification during the period that this Part D operates are set out in Schedule 2 – Wage Rates for Health Professionals.

100.3 Progression through all classifications for which there is more than one wage point shall be by annual increments, having regard to the acquisition and utilisation of skills and knowledge through experience in the Employee’s practice setting(s) over such period.

100.4 Advancement by an Employee through the Experience increments within UG 1 grades in the classification structure will occur upon the completion by the Employee of each 12 month period calculated from the Employee’s commencement in a grade within the UG 1 classifications, irrespective of whether a 12 month period (or any part) was served as a full-time or part-time Employee, provided that:

(a) an Employee who holds a three year undergraduate qualification and is required to do a 12 month internship shall be entitled to be classified as or deemed to have been classified as a UG1, grade 1, second year of experience;
(b) an Employee who holds a four year undergraduate qualification will be classified as, or deemed to have been classified as, a UG1, grade 1, second year of experience;

(c) an Employee who holds or is qualified to hold the degree of Bachelor of Science Honours, will be entitled to be classified as a UG1, grade 1, second year of experience after qualification;

(d) an Employee who holds or is qualified to hold the degree of Master of Science, shall be entitled to be classified as a UG1, grade 1, third year of experience after qualification;

(e) an Employee who holds or is qualified to hold the degree of Doctor of Philosophy, shall be entitled to be classified as a UG1, grade 1, fifth year of experience after qualification.

100.5 Entry Level – New Graduate – Rural and Regional Health Services

(a) This clause 100.5 applies to Employees employed in a Rural or Regional Health Service.

(b) An Employee who holds:

(i) a four year undergraduate qualification; or

(ii) a three year undergraduate qualification and either holds an Honours degree, or is required to do a 12 month internship;

shall be classified as, or deemed to have been classified as, and paid at the rate of UG1 Grade 1 3rd year of experience after qualification.

(c) An Employee classified as UG1 Grade 1 2nd year of experience shall be reclassified as, or deemed to have been reclassified as, and have their rate of pay adjusted to that of UG1 Grade 1 3rd year of experience after qualification. Such Employee will thereafter receive his or her subsequent incremental increase on the anniversary of his or her qualification.

100.6 An Employee appointed to a higher grade shall be paid at the rate within that grade immediately above their previous rate of pay.

101. Notification of classification

101.1 The Employer shall notify each Employee in writing on commencement of their classification and terms of employment.

101.2 The Employer shall notify each Employee of any alteration to their classification in writing no later than the operative day of such alteration.

102. Chief Structures

102.1 For the purposes of classifying all Chief and Deputy Chief positions it will be necessary to divide the number of hours worked by relevant professionals (including interns) or total staff as the case may be, in that department by 38 with any fraction being taken to the next whole number. In addition when classifying Chief positions in Physiotherapy, Occupational Therapy, Speech Pathology, Music Therapy, Recreation Therapy or Social Work, a Chief position which is classified two grades or more below that of an allied Chief (that is either in the therapy stream or the radiation related stream) in the employ of the same Employer, shall be reclassified to the next available Chief grade.
102.2 **Chief Structures for amalgamated departments in amalgamated hospitals**

(a) Where hospital departments covered by this Part D amalgamate as a consequence of a hospital amalgamation the Senior Chief shall be remunerated according to the total numbers of staff in the amalgamated institution in accordance with the provisions of this Part D.

(b) In addition, each campus will be entitled to a Chief position based on the staff numbers at the site.

(c) No deputy chief positions will exist under this structure.

102.3 The Parties agree that clauses 102.1 and 102.2 will be reviewed as part of the Modernisation of Agreement process under clause 9 of this Agreement.

103. **Allowances**

103.1 All current monetary based allowances will be increased by 2.5% per annum, in each year of this Part D. These adjustments will take effect on the first pay periods on or after 1 January 2012, 1 October 2012, 1 October 2013 and 1 October 2014.

103.2 The rates shown in this clause and/or in Schedule 2 of this Agreement have been adjusted for the above increases.

103.3 **Sole allowance**

An Employee who is the only person employed in one of the below listed classifications, shall be paid, in addition to their appropriate rate, an allowance per week at the rate of 5% of the weekly wage of a UG1 grade 1, first year of Experience:

- Physiotherapist
- Occupational Therapist
- Speech Pathologist
- Music Therapist
- Recreation Therapist
- Social Worker

103.4 **Higher qualifications allowance**

(a) An Employee who holds an additional post graduate qualification which is of direct relevance to his or her current position or functional work area, shall be paid an allowance of 7.5% of the UG1 grade 1, year 3 rate.

(b) An Employee who holds a doctorate which is of direct relevance to his or her current position or functional work area shall be paid an allowance of 10% of the UG1 grade 1, year 3 rate.

(c) An Employee who receives an allowance under clause 103.4(b) above cannot also receive an allowance under clause 103.4(a) above.

103.5 **Higher duties allowance**

An Employee who is authorised to assume the duties of another Employee on a higher classification under this Part D for a period of five or more consecutive working days shall be paid for the period for which he or she assumed such duties at not less than the minimum rate prescribed for the classification applying to the Employee so relieved.

103.6 **On-Call/Recall allowance**
(a) **On-call Allowance (non CATT)**

(i) An on-call allowance of 2.5% of the rate for UG1 Grade 1, Year 2 shall be paid to an Employee in respect of any 12 hour period or part thereof during which the Employee is on-call (other than for the provision of off a crisis response (CATT type function)) during the period commencing from the time of finishing ordinary duty on Monday and the termination of ordinary duty on Friday.

(ii) The allowance shall be 5% of the rate for UG1, Grade 1, Year 2 in respect to any other 12 hour period or part thereof or any public holiday or part thereof.

(b) **Recall Allowance**

(i) If an Employee is recalled to duty during an off duty period where the work is not continuous with the Employee's next succeeding rostered period of ordinary duty, such Employee will be paid a minimum of three hours’ pay at the applicable overtime rates.

(c) **Telephone recall (non CATT areas)**

(i) Where recall to duty can be managed without the Employee returning to the workplace (for example by telephone), clause 103.6(b) will not apply and such Employee will be paid a minimum of one hour of overtime for such recall work.

(ii) For subsequent recalls beyond the first hour, the Employee will be paid a minimum of one hour of overtime, but multiple recalls within a discrete hour will not attract additional overtime.

103.7 **Shift work allowance**

(a) In addition to any other rates prescribed elsewhere in this Part D, an Employee whose rostered hours of ordinary duty finish between 6.00 p.m. and 8.00 a.m. or commence between 6.00 p.m. and 6.30 a.m. shall be paid an amount equal to 2.5% of the rate applicable to first year of experience after qualifications for that Employee per rostered period of duty.

(b) Provided that 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 a.m. he or she shall be paid for any such period of duty an amount equal to 4% of the rate applicable to the first year of experience for that Employee, and provided further that in the case of an Employee permanently working on any such rostered hours of ordinary duty he or she shall be paid for any such period of duty an amount equal to 5% of the rate applicable to the first year of experience for that Employee. Permanently working shall mean working for any period in excess of four consecutive weeks.

(c) 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 from the first he or she shall be paid an amount equal to 4% of the rate applicable to the first year of experience for that Employee on the occasion of each such change in addition to any amount payable under the preceding provisions of this clause.

(d) Change of shift allowance is not payable where a single Employee holds two contemporaneous contracted different positions with the same employer and
moving between those positions results in a change of shift pattern which would ordinarily invoke a change of shift allowance payment.

(e) The allowances payable pursuant to this clause shall be calculated to the nearest five cents, portions of a cent being disregarded.

103.8 Meal allowance

(a) An Employee shall be paid a meal allowance of $11.94 which will increase over the life of the Agreement in accordance with Schedule 2:

(i) when overtime in excess of one hour is worked after the usual time of ceasing work for the day; or

(ii) when recalled to duty outside of usual working hours for a period in excess of two hours, and when the time of such recall coincides with or over-runs normal hospital meal time.

(b) This clause shall not apply when a meal is supplied at the cost of the Employer.

103.9 Telephone allowance

Where the Employer requires an Employee to install and or maintain a telephone for the purposes of being on-call the Employer shall reimburse the installation costs and the subsequent six monthly rental charges on production of receipted accounts.

103.10 Uniform allowance

(a) Where the Employer requires an Employee to wear any special clothing or uniform, the Employer must reimburse the Employee for the cost of purchasing such special clothing or uniform. The provisions of this clause do not apply where the special clothing or uniform is paid for by the Employer.

(b) Notwithstanding clause 103.10(a) above, the Employer may, by agreement with the Employee, pay a uniform allowance at the daily or weekly rate set out in Schedule 2 (whichever is the lesser amount in total) when the Employee is expected to provide his or her own uniforms or coats. When such Employee's uniforms or coats are not laundered by or at the expense of the Employer, the Employee shall be paid a laundry allowance at the daily or weekly rate set out in Schedule 2 (whichever is the lesser amount in total).

(c) The rounding provision does not apply to the calculation of this allowance.

103.11 Damaged clothing allowance

(a) Where an Employee, in the course of his or her employment, suffers any damage to or soiling of clothing or other personal effects, (excluding female hosiery), the Employer shall be liable for the replacement, repair or cleaning of such clothing or personal effects provided immediate notification is given of such damage or soiling.

(b) This clause shall not apply in a case where the damage or soiling is occasioned by the negligence of the Employee.

104. Payment of wages

Wages shall be paid not later than Thursday following the end of the pay period. On or prior to the pay day the Employer shall state to each Employee in writing the amount of wages to which she or he is entitled, the amount of deductions there from, and the net amount being paid to him or her.
105. Hours of work

105.1 The hours for an ordinary week’s work shall be 38, or an average of 38 per week in a two or four week period, or by mutual agreement in a five week period in the case of an Employee working ten hour shifts, and shall be worked either:

(a) subject to practicability, in 152 hours per four week period, to be worked as nineteen shifts each of eight hours; or

(b) by mutual agreement:

(i) in four days in shifts of not more than ten hours each; or

(ii) otherwise, provided that the length of any ordinary shift shall not exceed ten hours.

105.2 Subject to the roster provisions, 80 hours may be worked in any two consecutive weeks, but not more than 50 ordinary hours may be worked in any one such week.

105.3 For all purposes the hourly rate is deemed to be the weekly rate prescribed by clause 100 (Classification and Wages) divided by 38, provided that where the averaging system is used by full-time Employees, an Employee’s ordinary wage for ordinary hours is deemed to be the weekly rate prescribed in clause 100 (Classification and Wages), and shall be paid each week even though more or less than 38 ordinary hours are worked in that week.

NOTE: An Employee shall accrue a credit for each day in which he or she works ordinary hours in excess of the daily average of seven hours 36 minutes. The credit is carried forward so that in each cycle an accrued day off is paid.

105.4 All paid leave accrues the credit provided for by clause 105.3 above.

105.5 A paid leave day shall be identical to a worked day.

105.6 The deduction from leave credits shall be the same as the actual ordinary hours which would have been worked on that day.

105.7 An Employee who is absent from ordinary duty on unpaid leave shall accrue the appropriate credit without pay for the accrued day off.

106. Meal interval

106.1 A meal interval of not more than 60 minutes shall be allowed during each rostered period of duty (Monday to Friday inclusive) to Employees other than those working shift duty which shall not be counted as time worked.

106.2 A meal interval of not more than 30 minutes per shift shall be allowed whenever possible for Employees rostered for shift duty and shall be counted as time worked whether or not the meal interval is taken.

107. Rest period

107.1 At a time suitable to the Employer two rest periods, each of ten minutes shall be given to each Employee during each eight hour period of duty and shall be counted as time worked.
108. Duty roster

108.1 A roster of at least 28 days’ duration shall be posted at least 28 days before it comes into operation at each work location in a place where it may be readily seen by such Employees and the Secretary or other accredited representative of HACSU.

108.2 This 28 day roster provision will operate from the next roster cycle commencing 3 months after the commencement of this Agreement.

108.3 Rosters shall set out the Employees’ daily ordinary hours of work, start times, finish times and meal intervals.

108.4 Where an Employee works a set Monday to Friday arrangement of hours without change, then no roster is required to be established.

108.5 Seven days notice shall be given of a change in roster, except in emergency situations.

109. Overtime

109.1 The Employer may require an Employee to work reasonable overtime and such Employee shall work overtime in accordance with such requirement.

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

(a) any risk to Employee health and safety;
(b) the Employee’s personal circumstances including any family responsibilities;
(c) the needs of the workplace or enterprise;
(d) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and
(e) any other reasonable matter, including those specified in the Act.

109.3 Only overtime authorised by the Employer shall be paid for and the following rates of overtime shall apply:

(a) in excess of ordinary hours of work on any one day – time and a half for the first two hours and double time thereafter;
(b) outside the spread of twelve hours from the commencement of the rostered period of duty – double time;
(c) outside the spread of ten hours from the commencement of work by an Employee rostered to work broken shifts – time and a half and outside the spread of twelve hours – double time;
(d) in the event of an Employee being recalled to duty for any period during an off duty period such Employee shall be paid from the time of receiving the recall until the time of returning to the place from which he or she was recalled with a minimum of three hours’ payment for each recall, at the following rates:

(i) within a spread of 12 hours from the commencement of the last previous period of ordinary duty – time and a half;

(ii) outside the spread of 12 hours from the commencement of the last period of ordinary duty – double time;
(iii) by mutual agreement with the Employer and Employee shall be allowed to take time off in lieu of overtime;

109.4 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, provided the time off is taken within four weeks of accrual. 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. The Employer shall record time off in lieu arrangements, whether under this clause, or elsewhere in this Part D, in the time and wages book.

109.5 Notwithstanding anything contained in clause 126 (Trainee Supervision), any trainee may, due to medical emergency, be required to work reasonable overtime or shift duty at the discretion of the Employer. Such overtime or shift duty shall be subject to the rates and/or allowances provided elsewhere in this Part D.

110. Ten hour break

110.1 When overtime work, including recall work, is necessary it should be arranged so that Employees have at least ten consecutive hours off duty between all bodies of work.

110.2 An Employee who works so much overtime or recall between the cessation of the Employee's previous rostered ordinary hours and the commencement of the next succeeding rostered period of ordinary hours, that the Employee would not have at least ten consecutive hours off duty between the end of the overtime or recall and the commencement of the next rostered period of ordinary hours shall, subject to this clause, be released after completion of such overtime or recall worked until the Employee has had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

110.3 If, on the instructions of the Employer, an Employee resumes or continues work without having had ten successive hours off duty the Employee will be paid at the rate of double time until the Employee is released from duty for such rest period and the Employee will then be entitled to be absent until the Employee has had ten consecutive hours off duty without loss of pay for rostered hours occurring during such absence.

110.4 If an Employee resumes work of the Employee's own volition, overtime will be calculated in accordance with clause 109 - Overtime. An Employee who resumes work voluntarily will be entitled without loss of pay to attend to ablution and sustenance matters.

111. On-call & rostered overtime

111.1 An Employee who is rostered on-call or who performs rostered overtime on 10 or more weekends per annum will be entitled to an additional five days annual leave. This entitlement is in addition to the shiftworker entitlement provided by clause 115.8(a), but both entitlements cannot be claimed for the same bodies of work.

111.2 Clause 111.1 above does not apply to any weekend on which four hours or less is worked or on-call.

111.3 Leave loading does not apply to leave accrued under clause 111.1 above.

111.4 A part-time Employee paid in accordance with clause 95.3 will accrue paid leave entitlements under clause 111.1 on a pro-rata basis.
112. Special rates for Saturdays and Sundays

112.1 All rostered time of ordinary duty performed on Saturday and Sunday shall be paid for at the rate of time and a half.

112.2 Where Saturday and Sunday duties are required to be carried out in excess of the week’s work such duties are to be paid at the rate of double time.

112.3 Any recall to duty on a Saturday or Sunday shall be paid in accordance with clause 109 (Overtime) or clause 103.6 (On-Call/Recall Allowance) as applicable.

112.4 By agreement with the Employer an Employee shall be allowed to take time off in lieu of overtime at the ordinary time rate as per clause 109.4 of this Agreement.

113. ADOs

113.1 All full-time Employees covered by this Part D are entitled to an ADO.

113.2 An Employee who receives an ADO and who is transferred to a new position within the Employer’s business will continue to receive an ADO unless otherwise agreed.

113.3 New Employees will be appraised of the relevant department’s work arrangements and provisions regarding hours of work and entitlements to an ADO.

113.4 The Employer will not refuse new Employees the option of an ADO.

114. Daylight savings

114.1 Despite anything to the contrary in this Part D, if an Employee works on a shift during the daylight savings change over period, that Employee will be paid ordinary time or the applicable shift rate for the actual hours worked.

115. Annual Leave

115.1 Period of leave

(a) An Employee shall be entitled to 152 hours leave on ordinary pay per year of continuous service with the Employer.

(b) Annual leave will accrue progressively during a year of continuous service, and be credited on a pro-rata basis.

115.2 Annual leave exclusive of public holidays

The annual leave prescribed in clause 115.1, above shall be exclusive of any of the holidays prescribed by clause 119 - Public holidays and if any such holiday falls within an Employee’s period of annual leave and is observed on a day which in the case of that Employee would have been an ordinary working day there shall be added to the period of annual leave time equivalent to the ordinary time which the Employee would have worked if such day had not been a holiday.

115.3 Leave to be taken

The annual leave provided for this clause shall be allowed and shall be taken and, except as provided by clause 115.7 or sub-clause 115.8(c) payment shall not be made or accepted in lieu of annual leave.

115.4 Time of taking leave
Annual leave shall be taken at a time determined by agreement between the Employer and the Employee. The Employer will not unreasonably refuse to authorise an Employee’s request to take accrued leave, or revoke an authorisation already given.

115.5 Excessive leave

Notwithstanding clause 115.3 above, the Employer may, upon the provision of 13 weeks’ notice, direct the Employee to take up to one quarter of the Employee’s accrued annual leave entitlement, provided that the Employee has in excess of 304 hours’ annual leave accrued.

115.6 Leave allowed before due date

(a) The Employer may allow an Employee to take annual leave before the right thereto has accrued.

(b) To the extent that an Employee remains in annual leave debt upon termination, such amount (including any leave loading paid) may be deducted from any amounts otherwise payable to the Employee upon termination of the employment.

(c) To receive annual leave in sub-clause (a), an Employee will provide the Employer with written authorisation that the provisions of sub-clause (b) above will apply.

115.7 Proportionate leave

(a) Where the employment of any Employee is terminated at the end of a period of employment of less than twelve months the Employer shall forthwith pay to the Employee, in addition to all other amounts due to him, and an amount equal to 4/48ths of his or her ordinary pay for that period thereafter.

(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 due.

115.8 Additional week’s annual leave

(a) The NES provides that an Employee who is defined as a shiftworker under this clause is entitled to an additional week of annual leave on the same terms and conditions.

(b) For the purposes of the NES a shiftworker is an Employee who works for more than four ordinary hours on 10 or more weekends during the year in which their annual leave accrues.

(c) An Employee covered by paragraph (a), whose employment is terminated at the end of a period of employment which is less than one year computed from the date of commencement of the employment, or the date upon which the Employee last became entitled to annual leave from the Employer, shall be paid in addition to any other amounts due to the Employee, an amount equal to 1/48th of his or her ordinary pay in respect of that period of employment.

(d) The entitlement in clause 115.8(a) is additional to the On-Call and Rostered Overtime entitlement provided by clause 111.1, but both entitlements cannot be claimed for the same bodies of work.

115.9 Annual leave loading

(a) An Employee entitled to annual leave (including proportionate leave) shall be paid an annual leave loading of 17.5% of the ordinary weekly rate of pay for the classification at which the Employee is employed at the commencement of their
annual leave, up to a maximum annual base salary of $56,435, adjusted in accordance with clause 115.9(b).

(b) The cap on the leave loading of 17.5% payable to an Employee on the first four weeks of annual leave per year will be adjusted by movements in the salary rates for Employees classified at UG1 Grade 3, Year 1.

115.10 Payment of annual leave

(a) An Employee may elect in writing to be paid, before going on annual leave, the amount of wages they would have received for ordinary time worked had they not been on leave during that period, or to continue with their normal pay cycle.

115.11 Sickness during annual leave

Where an Employee becomes sick or injured whilst on annual leave on a day on which he or she would otherwise have worked, and immediately forwards to the Employer a certificate of a registered health practitioner, then the number of days specified in this 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.

115.12 Flexible annual leave arrangements

(a) Employees may apply for and be granted 48/52 employment arrangements subject to agreement with the Employer. Agreement will not be unreasonably withheld. Approvals rest with the Employer who may legitimately take into account operational needs and work requirements.

(b) These 48/52 arrangements are defined as meaning a situation where an Employee takes an additional 4 weeks leave per annum in addition to all other leave entitlements but is paid 48/52 of the weekly base rate prescribed by the Determination for each week during which their employment is subject to these arrangements.

(c) Accrual of sick leave and long service leave will be unaffected by these arrangements.

(d) Where an Employee applies for leave pursuant to this clause the Employer shall respond to such applications within four weeks. The approval of 48/52 arrangements for individual Employees will be subject to annual application and approval by the Employer.

116. Cashing Out of Excess Annual Leave

116.1 Where an Employee has accrued annual leave entitlements in excess of four (4) weeks then by mutual written agreement between the Employer and Employee, the Employee may elect to cash out some or all of their excess annual leave entitlements.

116.2 An Employee may elect to cash out excess annual leave entitlements only to the extent that the cashing out would result in the Employee’s remaining accrued entitlement to paid annual leave (after the cashing out) would remain at four (4) weeks (or more).

116.3 In the event the Employee elects to cash out excess annual leave entitlements the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave.

117. Personal leave

117.1 The term immediate family includes:
(a) spouse (including a former spouse, a de facto spouse and a former de facto spouse (including same sex couples)) of the Employee. A de facto spouse means a person who lives with the Employee as his or her husband or wife on a genuine domestic basis although not legally married to the Employee; and

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

117.2 Amount of paid personal leave

(a) Personal leave is available to an Employee, in accordance with the terms of this clause, when they are absent:

(i) due to personal illness or injury (Sick Leave); or

(ii) for the purposes of providing care or support to an immediate family or household member who requires such care or support due to:

(A) a personal illness or injury of the member; or

(B) an unexpected emergency affecting the member (Carers Leave).

(b) An Employee, other than a casual Employee, is entitled to the following amount of paid personal leave, which accrues, pro rata, progressively during a year of continuous service with the Employer:

(i) up to seven hours 36 minutes for each month of service in the first year of service;

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

(iii) thereafter, 159 hours 36 minutes in each year.

117.3 Personal leave for personal injury or sickness

(a) An Employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of Sick Leave, subject to the conditions set out in this clause.

(b) Provided that such illness or injury and the relevant duration is certified by a registered health practitioner or, is evidenced by the production of a statutory declaration signed by the Employee. Such certificate or statutory declaration is tendered to the Employer within 48 hours of the commencement of such absence or as soon as is otherwise reasonably practicable.

(c) An Employee may be absent for one day on Sick Leave without furnishing evidence of such sickness on not more than three occasions in any one year.

(d) An Employee shall, at least two hours before his or her time rostered to commence duty on the first day of absence, or otherwise as soon as reasonably practicable, inform the Employer of his or her inability to attend for duty because of a personal illness or injury and the estimated duration of the absence. Employees rostered for duty prior to 10.00 a.m. on the first day of such absence shall not be required to give such notice before 8.00 a.m.

117.4 Cumulative personal leave
(a) An Employee is entitled to use accumulated personal leave for personal injury or sickness if the Employee has already used the current year's personal leave entitlement as personal leave for personal injury or sickness.

(b) Personal leave entitlements which are untaken at the completion of the year shall accumulate.

(c) Accumulated personal leave, including that accrued to the date of the Agreement, shall be transferable within the field of employment in any hospital, benevolent home, community health centre, Society or Association registered under the Health Services Act 1988 (or the former Hospitals and Charities Act 1958) or the Cancer Institute (constituted under the Cancer Act 1958). Provided that an Employee shall, within two weeks of commencing employment, make a written declaration or produce a written statement acceptable to the Employer as to what personal leave has been taken during the period of his or her previous employment.

(d) An Employee who contracts an infectious disease in the course of his or her duties and who is entitled to receive workers compensation shall have any difference between workers compensation and his or her ordinary salary made up by the Employer up to but not exceeding three months. An Employee who contracts an infectious disease in the course of his or her duties and having same certified to by the Medical Superintendent or by a Medical Practitioner approved by the Employer (and who is not entitled to receive workers compensation) shall receive full pay during the necessary period off duty up to but not exceeding three months. Sick pay granted under this clause shall not be debited against any personal leave which the Employee may have become entitled to under the preceding clauses.

(e) For the purpose of this clause a working day shall be one of seven hours 36 minutes.

117.5 Personal leave to care for an immediate family or household member

(a) An Employee is entitled to use their personal leave, including accrued leave, as Carers Leave. Leave may be taken for part of a single day.

(b) By agreement between the Employer and an individual Employee, the Employee may access an additional amount of their accrued personal leave as Carers Leave, beyond the limit set out in clause 117.5(a) above. In such circumstances the Employer and the Employee shall agree upon the additional amount that may be accessed.

(c) The entitlement to use personal leave is subject to the Employee being responsible for the care or support of the person concerned.

(d) When taking Carers Leave to care or support a member of their immediate family or household who is sick or injured, the Employee must, if required by the Employer, establish by production of a medical certificate or statutory declaration, the illness or injury of the person concerned during the relevant period and that the illness is such as to require care by another.

(e) When taking Carers Leave to care or support a member of their immediate family or household due to an unexpected emergency, the Employee must, if required by the Employer, establish by production of documentation acceptable to the Employer or statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.
(f) In normal circumstances an Employee must not take Carers Leave under this clause where another person has taken leave to care for the same person.

### 117.6 Employee must give notice

(a) The Employee must, where reasonably practicable, give the Employer notice that the Employee requires leave to provide care or support to a member of the Employee’s immediate family, or a member of the Employee’s household, and the estimated duration of the leave, prior to the period of absence. If it is not reasonably practicable for the Employee to give prior notice of the absence, the Employee must otherwise notify the Employer as soon as reasonably practicable.

### 117.7 Unpaid personal leave

(a) Where an Employee has exhausted all paid Carers Leave entitlements, the Employee is entitled to take unpaid personal leave to care for or support members of his or her immediate family or household who are sick or injured and require care and support or who require care or support due to an unexpected emergency. The Employer and the Employee shall agree on the period. In the absence of agreement, the Employee is entitled to take up to two days of unpaid leave per occasion, provided the above notification and evidentiary requirements are met.

### 117.8 Casual employment: Caring responsibilities

(a) Subject to the evidentiary and notice requirements that apply to Carers Leave, or bereavement leave, as the case may be, casual Employees are entitled to not be available to attend work, or to leave work:

(i) if they need to care for members of their immediate family or household who are sick or injured and require care and support, or who require care or support due to an unexpected emergency, or the birth of a child of a member of the Employee’s immediate family; or

(ii) upon the death in Australia of an immediate family or household member.

(b) The Employer and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual Employee is not entitled to any payment for the period of non-attendance.

(c) The Employer must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of the Employer to engage or not to engage a casual Employee are otherwise not affected.

### 118. Make up time

118.1 Notwithstanding provisions elsewhere in this Part D 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 this Part D.

118.2 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.
119. Public Holidays

119.1 Entitlement

(a) An Employee shall be entitled to holidays on the following days:

(i) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and

(ii) the following days, as prescribed in the relevant States, Territories and localities: Australia Day, Anzac Day, Queen's Birthday, Eight Hour Day or Labour Day; and

(iii) Melbourne Cup Day or in lieu of Melbourne Cup Day, some other day as determined in a particular locality.

119.2 Holidays in lieu

(a) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

(b) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

(c) When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the next Monday.

119.3 Additional days

(a) Where public holidays are declared or prescribed on days other than those set out in clause 119.1 and clause 119.2 above in Victoria or a locality thereof, those days shall, as applicable, constitute additional holidays for the purpose of this Part D.

119.4 Substitution of public holidays by agreement

(a) The Employer and the 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.

(b) An agreement pursuant to clause 119.4(a) shall be recorded in writing and be available to every affected Employee.

(c) Employees rostered to work on public holidays and who fail to do so shall not be entitled to holiday pay for the said holiday.

(d) If an Employee works on any of such holidays or such holiday occurs on his or her rostered day off he or she shall be paid at the ordinary time rate of pay for the time so worked, in addition to which he or she shall be entitled to receive:

(i) within four weeks following the date on which such holiday occurred;

(A) one and a half extra day's pay;

(B) one and a half days off in lieu thereof of which at least seven days' notice shall be given;

(C) one and a half days shall be added to his or her annual leave;

(ii) in the case of an Employee not qualifying for annual leave and where neither of the provisions of sub-clause (i) above have been applied the one and a half days' pay shall be added to the payment in lieu of annual leave; and
(iii) one and a half times the ordinary time rate of pay for any work done in excess of eight hours.

(e) 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 their annual leave.

(f) Notwithstanding the earlier provisions of this clause a shiftworker (as defined in clause 115.8(b) who works on any of the holidays set out in clause 119.1, shall be entitled (in lieu of any entitlement under clause 119.2) to one and a half extra days' pay on the first pay day following the end of the pay period during which the holiday falls.

(g) If, at the end of the yearly period in respect of which his or her annual leave accrues such shiftworker does not become entitled to additional leave under clause 115.8(a) he or she shall, at the option of the Employer, be entitled to one and a half extra days' annual leave for each such holiday on which he or she was rostered off.

(h) Where an Employee's accrued day off falls on any such public holiday, a substitute day shall be determined by the Employer to be taken in lieu thereof, such day to be within the same four week cycle where practical.

(i) Notwithstanding the provisions of clause 119.2, with the exception of Easter Saturday, an Employee who is ordinarily not required to work on a Sunday or Saturday shall not be entitled to any benefit for any public holidays which may fall on or are observed on a Saturday or a Sunday unless he or she is required to work on any such public holiday.

119.5 Conversion of Public Holiday penalties to Leave

(a) An employee who works a public holiday and is entitled to public holiday penalties may elect to convert their penalties entitlement to the following:

(i) be allowed another half day and receive an additional half day's ordinary pay; or

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

(b) An employee who makes an election under this provision shall be entitled to convert the fifty per cent component of the public holiday penalty prescribed by this subclause to be taken up to a maximum of five days additional leave added to either their annual leave or long service leave and taken pursuant to the annual leave/long service leave provisions of this agreement, but shall not attract annual leave loading.

(c) An employee who wishes to convert these provisions must advise their employer of their election to do so before the beginning of a calendar year. This election remains in force until the Employee discontinues this benefit in writing or ceases to work a roster that requires them to work on Public Holidays. An Employee may only discontinue their election before the commencement of another calendar year.

(d) Employees who work Monday to Friday and who are not ordinarily required to work public holidays as they fall are eligible to accrue and take the additional leave in accordance with sub-clause 119.5 provided that:
the employee advises their employer at the beginning of each calendar year that they are available to work on a public holiday, and

(ii) the employer, at its discretion, requests the employee to work the public holiday and the employee agrees and works that public holiday.

120. Examination Leave

120.1 Qualified Employees shall be granted leave with full pay in order to attend examinations necessary to obtain higher qualifications relevant to classifications in this Agreement as approved from time to time by the respective ethical bodies representing the individual Employee.

120.2 The amount of leave to be granted shall be such as to allow the Employee to proceed to the place of examination and, in addition, to allow one clear working day other than a Saturday or a Sunday for pre-examination study if this is so desired.

120.3 Any leave granted under the provisions of this clause shall be exempt from and, in addition, to the provisions of clause 115 - Annual leave.

121. Professional Development Leave

121.1 A full-time Employee is entitled to five days’ paid professional development leave per year, in addition to other prescribed leave entitlements.

121.2 To access the benefits of this provision it is the responsibility of the Employee to make an application for this leave.

121.3 The leave is cumulative over two calendar years.

121.4 An application for this leave, nominating the preferred date(s) will be made in writing to the Manager providing a brief description of the nature of the professional development activity to be undertaken and its applicability to the Employee’s profession. The application may be utilised for, but not limited to, research, home study, attendance at seminars and conferences. An Employee may be required to report back on the seminar or conference.

121.5 The application must be made at least six weeks prior to the requested date(s) and shall be approved by the Manager unless there are exceptional circumstances that exist that justify non-approval. The applicant will be notified in writing if the leave is approved or not within seven (7) days of the request being made. If leave is not granted the reasons will be included in the notification to the applicant.

122. Continuing Professional Development Allowance

122.1 All full-time Health Professionals:

(a) as at 31 March 2013 will receive a continuing professional development allowance of $250, payable in a single amount; and

(b) as at 30 September 2013 will receive a continuing professional development allowance of $450, payable in a single amount.

122.2 Commencing in 2014 and each year thereafter, all full-time Health Professionals will receive an annual continuing professional development allowance of $900, payable in two instalments of $450 on the first full pay period after 31 March and after 30 September each year.
122.3 Part-time Health Professionals will receive a pro rata amount based on normal hours at the time of payment of the allowance.

122.4 The payments referred to above are paid on the basis that they account for the Public Sector Mental Health component of the recurrent funding limit referred to in the Victorian Public Health Sector (Health Professionals, Health and Allied Services, Managers and Administrative Officers) Multiple Enterprise Agreement 2011-2015.

122.5 The Continuing Professional Development Allowance will be payable in respect of a particular year to any Health Professional who is employed by an Employer (and not on unpaid leave) on the date the payment is due as provided in sub-clause 122.1 and 122.2 above.

122.6 The allowance is paid on the basis that it is to be fully expended on professional development and education expenses in each year.

122.7 Such payment is to facilitate access by Health Professionals to courses, conferences and seminars which will result in the development of skills and knowledge, but is in addition to any other entitlement under this clause.

123. Study leave

123.1 Paid study leave will be available to all Employees employed in full-time and part-time employment at the Employer's discretion.

123.2 Paid study leave may be taken as agreed between the Employer and an Employee by, for example, 4 hours per week, 8 hours per fortnight or blocks of 38 hours at a residential school.

123.3 Employees employed in part-time employment will be entitled to paid study leave on a pro-rata basis according to the proportion of full-time hours worked by the Employee in a week.

123.4 An Employee wishing to take study leave in accordance with this clause must apply in writing to the Employer as early as possible prior to the proposed leave date. The Employee's request should include:

(a) details of the course and institution in which the Employee is enrolled or proposes to enrol; and

(b) details of the relevance of the course to the Employee's profession.

123.5 The Employer will notify the Employee of whether her or his request for study leave has been approved within 7 days of the application being made.

123.6 Leave pursuant to this clause does not accumulate from year to year.

124. Mental Health Professionals (Medicare) Study Leave

Mental health professionals who are eligible (or will be eligible) to claim for Medicare services under the Commonwealth Mental Health Initiative are entitled to an additional 2 days study leave on application to undertake professional development activities. Where there is an operational impediment to accessing the leave at the time of application it may be deferred to a mutually agreed alternate time.

125. Conference/seminar leave

125.1 All Employees employed in full-time and part-time employment are entitled to two days' paid study/conference/seminar leave per annum. The two days' paid
study/conference/seminar leave will be based on the individual Employee's usual shift length.

125.2 Leave pursuant to this clause does not accumulate from year to year.

125.3 Study/conference/seminar leave may be taken:
(a) to attend a health related conference or seminar; or
(b) for undertaking study.

125.4 An Employee seeking leave in accordance with this clause can be requested to provide details of the conference/seminar name, venue and date/time. An Employee is not required to report back in any way or provide in-services following conference/seminar attendance.

125.5 Where possible the leave should be requested in writing 6 weeks in advance of the proposed leave date.

125.6 The approval of leave will not be unreasonably withheld provided the leave is for a health related conference/seminar or for undertaking study.

125.7 The Employer must, wherever possible, notify the Employee whether leave will be granted within 7 days of the application being made.

126. Trainee supervision

126.1 Trainees, with the exception of those in their final year of training shall not be required to work at any time without supervision of a qualified person of the discipline concerned within the area of the establishment where the Trainee is working.

127. Amenities

127.1 Breastfeeding
The Employer is to provide private and comfortable areas at each worksite for Employees who are breast feeding, upon their request, to enable them to express breast milk or feed children while at work.

127.2 Facilities
For the purposes of facilitating involvement in the avoidance and resolution of disputes between Employees and the Employer as provided for in the Disputes Settling Procedures and improving occupational health and safety, the Employer is to provide HACSU delegates and other Employee representatives with access to facilities such as telephones, computers, email, notice boards and meeting rooms, in a manner that does not adversely affect service delivery and work requirements.

128. Discretionary backfill for certain absences

128.1 Annual Leave
If an Employee is absent on annual leave for a period of 10 days or more and the services provided by the relevant work area would be seriously jeopardised by the absence of the Employee, the Employer should seriously consider providing 100% leave cover for that period.

128.2 ADOs, conference and study leave
An Employer will use its discretion to provide backfill for Conference Leave, Study Leave and ADOs.

128.3  **Consultation**

For the purposes of this clause, the Employer will consult with the Head/Chief of the allied health department or facility.

129.  **Prevention and management of workplace bullying (employee to employee)**

129.1  The parties to this Part D are committed to the prevention of workplace bullying.

129.2  The Employer, will maintain policies and procedures to proactively prevent and manage workplace bullying in accordance with the recommendations of the WorkSafe Guidance Note on the Prevention of Bullying and Violence at Work 2003 (as amended from time to time).

130.  **Replacement positions**

130.1  Sub-Clause 130.2 below applies to the following Health Services only:

(a)  Ballarat Health Services;
(b)  Barwon Health;
(c)  Bendigo Health Care Group;
(d)  St. Vincent’s (Hospital) Melbourne Limited;
(e)  Mildura Base Hospital.

130.2  Every endeavour will be made to appoint to a position that falls vacant on the basis of prolonged leave, within eight weeks of the vacation of the position.

131.  **In-service education & training**

131.1  Sub-clause 131.2 below applies to the following Health Service only:

(a)  Royal Children’s Hospital.

131.2  Relevant and specific in-service education and training will be offered to all Employees on a regular basis comprising a minimum of four (4) hours per month.

132.  **Working from home**

132.1  Sub-clause 132.2 below applies to the following Health Service only:

(a)  Royal Children’s Hospital.

132.2  An Employee, subject to operational requirements and with the approval of the Employee’s Department Head, may work from his/her home of residence in circumstances where the work is project based and may be performed with a high level of autonomy.

133.  **Personal leave and income maintenance insurance**

133.1  Clause 133 applies to the following Health Service only:

(a)  St Vincent’s Hospital (Melbourne) Limited.
133.2 This clause 133 operates in conjunction with clause 117. This clause 133 shall operate to the extent of any inconsistency.

133.3 All full-time and part-time Employees at St. Vincent’s Hospital Melbourne Ltd are entitled to 12 days Personal Leave per year.

133.4 All full-time and part-time Employees of St. Vincent’s Hospital Melbourne Ltd will be provided with Income Maintenance Insurance, the terms of which will be determined between St. Vincent’s Hospital Melbourne Ltd and an insurance provider selected at the discretion of St. Vincent’s Hospital Melbourne Ltd.

133.5 Should the cost of providing Income Maintenance Insurance become excessive, Employees will be notified of the date of expiration of their policy and that policy will not be renewed. From the date of expiration of the policy Employees will be entitled to personal leave as provided for in clause 117 of the Agreement.

134. Access to new employees

134.1 This clause applies to the following Health Services only:

   (a) Beechworth Health Service;
   (b) Mildura Base Hospital;

134.2 Purpose of Access

   For the purpose of facilitating the orientation of new Employees and, in particular, familiarising such Employees with this Agreement, HACSU shall be provided, in writing on a quarterly basis, with the date, times and venues of any orientation/induction programs and be permitted to attend. If the dates of these programs are fixed in advance for regular day and time, then a list should be sent to HACSU forthwith.

134.3 Notification

   Where the dates of orientation/induction programs for Employees are not fixed in advance, the Union should receive reasonable notification of at least 14 days to enable a HACSU representative to attend.
Part E    Health and Allied Services, Managers & Administrative Officers

Machinery clauses

135. Application of this Part
135.1 The terms of Part E of this Agreement apply to Employees engaged as Health and Allied Services Employees, Management and Administrative Officers, Consumer Consultants or Carer Consultants.

136. Definitions Specific to Part E of this Agreement
136.1 **Base rate of pay** means the rate of pay payable to an Employee in accordance with Schedule 2 for his or her ordinary hours of work, but not including any incentive-based payments and bonuses, loadings, allowances, overtime, penalty rates or any other separately identifiable amounts.
136.2 **Department Head** means a person responsible for a department or section of the hospital or health service covered by this Agreement.
136.3 **Divisional Director** means a person appointed as such by the Employer.
136.4 **Experience** means experience at any such work in any workplace subject to this Agreement within the last five (5) years, excluding any unpaid leave.
136.5 In Part E of the Agreement, allowances shall be calculated to the nearest 10 cents, an exact amount of 5 cents in the result going to the higher figure, unless otherwise specified.

Employment Arrangements Specific to Health and Allied Services, Managers and Administrative Officer Employees

137. Types of Employment
137.1 Employees under Part E may be employed in any one of the following employment categories:
   (a) full-time employment;
   (b) regular part-time employment; or
   (c) casual employment.
137.2 At the time of engagement an Employer shall inform each Employee of the terms of their engagement, and in particular whether they are to be full-time, regular part-time or casual.

138. Minimum Engagement
138.1 Each Employee shall be paid a minimum of three (3) hours per engagement, with the exception of Employees eligible for payment of overtime in accordance with clause 157 (Overtime) of Part E.
138.2 No Employee shall be paid less than the minimum hours of engagement.

139. Full-time Employment

139.1 A full-time Employee is one who is ready, willing and available to work a full week of 38 hours, or an average of 38 hours as per clause 153 (Hours of Work) at the times and during the hours that are mutually agreed upon, or in the absence of such agreement, as prescribed by the Employer.

139.2 Subject to the provisions of clause 153 (Hours of Work) a full-time Employee shall be paid the full weekly wage for their classification irrespective of the number of hours worked not exceeding 38, or an average of 38 per week.

140. Regular Part-time Employment

140.1 The Employer may employ regular part-time Employees in any classification covered by Part E.

140.2 A regular part-time Employee is one who:
   (a) works less than full-time hours per week (or fortnight);
   (b) has reasonably predictable hours of work; and
   (c) receives, on a pro-rata basis, equivalent pay and conditions to those of full-time Employees who do the same kind of work.

140.3 At the time of engagement, the Employer and regular part-time Employee will agree in writing on the following matters:
   (a) a regular pattern of work, specifying at least the hours worked each day;
   (b) which days of the week the Employee will work; and
   (c) the actual starting and finishing times each day.

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

140.5 Regular part-time Employees shall be paid 1/38th of the weekly wage rate for their classification pursuant to Schedule 2. All leave entitlement shall accrue on a pro-rata basis.

140.6 An Employee who does not meet the definition of a regular part-time Employee and who is not full-time shall be paid as a casual Employee in accordance with clause 141 (Casual Employment).

140.7 Health and Allied Services Employees

   (a) The following provisions apply only to regular part-time Employees classified under Schedule 7 of this Agreement:
      (i) Payment in respect of any period of personal leave (where an Employee has an accumulated entitlement) shall be on a pro-rata basis made according to the number of hours the Employee would have worked on the day or days on which the leave was taken so as not to reduce the Employee’s wage below the level that the Employee would have received had they not been absent.
      (ii) The payment or deduction of payment in lieu of notice of termination of employment shall be calculated on a pro-rata basis.
(iii) Any period of annual leave, long service leave and sick leave to which an Employee is entitled shall accrue on a pro-rata basis according to the number of hours worked on average over the past twelve months.

(iv) Subject to the foregoing provisions of this clause, all the provisions of Part E shall apply to regular part-time Employees.

(v) Notwithstanding the above, a part-time Employee who is employed on a regular basis for four hours or less per week shall be paid according to clause 141 (Casual Employment).

141. Casual Employment

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

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

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

141.3 A casual Employee shall not be entitled to the provisions of the Agreement relating to Annual Leave, Long Service Leave, paid Compassionate Leave, paid Parental Leave, and paid Personal Leave. However, casual Employees are entitled to unpaid Compassionate, Personal and Parental Leave as specified in the relevant clauses and to receive the appropriate uniform, laundry, shift, Qualifications, Saturday & Sunday Work and all other applicable allowances contained in this Part.

141.4 The Notice of Termination clause does not apply to casual Employees.

142. Fixed Term Employment

142.1 A fixed-term Employee is one who is engaged on a full-time or regular part-time basis for a fixed period of time and who is ready, willing and available to work the hours and the times that are mutually agreed or, in the absence of agreement, as prescribed by the Employer at the time of engagement.

142.2 In the case of Employees classified under Schedule 7 of this Agreement, fixed term employment can only be offered for true fixed term arrangements, including but not limited to:

(a) special projects;
(b) maternity leave relief; and
(c) long service leave relief

143. Vacancies

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

143.2 Where it is impracticable to seek internal applicants at first instance due to staff shortages in the classification in which the vacancy arises, the Employer may advertise for internal/external applicants concurrently.
143.3 The Employer shall advertise all vacancies that arise where the vacancy relates to a position that, but for the vacancy occurring would have been ongoing, as soon as practicable (ordinarily within 8 working days).

144. Notice of Termination - Employer

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

144.2 **Management and Administrative Officers**

(a) In order to terminate the employment of an Employee classified under Schedule 6 of this Agreement, the Employer shall give one month’s written notice, or pay one month’s wages in lieu of notice.

(b) The period of notice in clause 144.2(a) shall be increased by one week if the Employee is over 45 years of age and has completed at least 2 years continuous service with the Employer at the end of the day the notice is given.

(c) An Employee classified as a Chief Executive or Deputy Chief Executive officer shall not be dismissed unless the committee of management has first made careful enquiry into any matter alleged against such officer and has heard whatever statement he/she may wish to make relative to that matter and against such dismissal or has given him/her a reasonable opportunity to make such a statement before the committee of management. An officer may be assisted in making any such statement or submission by a representative of the Union. Pending such enquiry an officer may be relieved of duty.

(d) Clause 144.2(c) above does not apply to positions that fall within the scope of the Government Sector Executive Remuneration Panel (GSERP) policies.

144.3 **Health and Allied Services Employees**

(a) In order to terminate the employment of an Employee classified under Schedule 7 of this Agreement, the Employer shall give the minimum period of notice based on the Employee’s period of continuous service with the Employer up to the end of the day the notice is given, as follows:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Period of Notice</th>
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<tbody>
<tr>
<td>Not more than 1 year</td>
<td>1 week</td>
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<tr>
<td>More than 1 year but not more than 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>More than 3 years but not more than 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>More than 5 years</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

(b) The period of notice in clause 144.3(a) shall be increased by one week if the Employee is over 45 years of age and has completed at least 2 years continuous service with the Employer at the end of the day the notice is given.

144.4 For the purposes of this clause:

(a) a period of service by an Employee with an Employer is a period during which the Employee is Employed by the Employer, but not including any period of unauthorised absence; and
(b) a period of unauthorised absence does not break an Employee’s continuous service with an Employer, but is not to be counted towards the length of the Employee’s continuous service.

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

144.5 The Employer must not terminate the Employee’s employment unless:

(a) the time between giving the notice and the day of the termination is at least the period (the minimum period of notice) worked out under clause 144.2, clause 144.3 or clause 144.4, as applicable; or

(b) the Employer has paid the Employee payment in lieu of notice of at least the amount the Employer would have been liable to pay the Employee at the full rate of pay for the hours he or she would have worked had the employment continued until the end of the minimum period of notice;

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

144.6 Notice of termination shall not apply in the case of dismissal for serious and wilful misconduct.

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

144.8 Redundancy

(a) If after consultation an Employee’s position is deemed to be excess to requirements, the Employer will consult with the Employee and their nominated representative, which may include the Union, to endeavour to redeploy the Employee to another position, if a suitable vacancy exists.

(b) “Suitable vacancy” means a position classified at the Employee’s substantive level, where the Employee will be able to satisfactorily carry out the duties of that position with a reasonable amount of training.

(c) Notwithstanding the provisions of sub-clause (b) above, in the case of Employees classified under Part 2 of Schedule 6 of this Agreement, where there is a redeployment to a lower paid position or a position of less hours or where there is an alteration of shifts which results in a reduction of pay, the Employer will maintain the Employee’s:

(i) salary and equivalent hours at his or her former classification rate of pay for six (6) months;

(ii) shift penalties and allowances for three (3) months.

(d) All attempts will be made to ensure that an Employee’s area of choice, hours of work and previous roster pattern are met.

(e) If the Employee is unsuccessful in being redeployed or appointed to a new position and no suitable vacancy exists, he or she shall be eligible for the relevant
redundancy package available under Victorian Government policy at the time of termination.

145. Notice of Termination - Employee

145.1 The notice of termination required by an Employee shall be:
   (a) one (1) month’s notice for Management and Administrative Officers classified under Schedule 6 of this Agreement; and
   (b) two (2) weeks’ notice for Health and Allied Services Employees classified under Schedule 7 of this Agreement.

145.2 If an Employee fails to give the notice specified in clause 145.1 the Employer has the right to withhold monies due to the Employee to a maximum amount equal to ordinary time rate of pay for the following periods:

<table>
<thead>
<tr>
<th>Employee's period of continuous service</th>
<th>Management and Administrative Officers - Period in respect of which pay may be withheld by the Employer</th>
<th>Health and Allied Services Employees - Period in respect of which pay may be withheld by the Employer</th>
</tr>
</thead>
<tbody>
<tr>
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<td>4 weeks</td>
<td>2 weeks</td>
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Classification Structures, Wages and Related Matters

146. Classifications

146.1 The Employer shall classify all Employees in accordance with the classification structure set out in of this Agreement.

146.2 The Employer shall notify each Employee in writing upon commencement, of their classification and terms of employment.

146.3 The Employer shall notify each Employee of any alteration to their classification in writing not later than the operative date of such change.

147. Salary Increases

147.1 For Health and Allied Services Employees, and for Management and Administrative Officers (as defined), the weekly rates of pay will be adjusted by:
   (a) $25 per week or 2.50%, whichever is the greater, effective first pay period on or after 1 January 2012;
   (b) $25 per week or 2.50%, whichever is the greater, effective first pay period on or after 1 October 2012;
(c) $12.50 per week or 1.25%, whichever is the greater, effective first pay period on or after 1 October 2013;

(d) $12.50 per week or 1.25%, whichever is the greater, effective first pay period on or after 1 April 2014;

(e) $12.50 per week or 1.25%, whichever is the greater, effective first pay period on or after 1 October 2014; and

(f) $12.50 per week or 1.25%, whichever is the greater, effective first pay period on or after 1 April 2015;

147.2 The weekly rates of pay for Health and Allied Services Employees, and for Management and Administrative Officers are contained in Schedule 2.

147.3 The above rates of pay will only come into operation on the approval of this Agreement by Fair Work Australia in accordance with the Act.

148. Once Off Upfront Lump Sum Payment

148.1 Subject to clauses 220.2 and 223.1(d), for Employees whose employment is subject to Part E of the Agreement and who were in the employ of the Employer as at 1 January 2012, a once off lump sum payment will be payable as follows:

(a) For health and allied services Employees $425 per person (pro-rata for part-time Employees); or

(b) For managers and administrative officers - $595 per person (pro-rata for part-time Employees);

149. Allowance Adjustments

149.1 All current monetary based allowances will be increased by 2.5% per annum, in each year of the Agreement. These adjustments will take effect on the first pay periods on or after 1 January 2012, 1 October 2012, 1 October 2013 and 1 October 2014.

149.2 The allowances rates specified in Schedule 2 include the adjustments made in accordance with clause 149.1 above.

150. Payment of Wages

150.1 Wages shall be paid weekly or fortnightly (as determined by the Employer) to the nominated financial institution of each Employee. Payment will be made no later than Thursday following the end of the pay period.

150.2 On or before each pay day, the Employer shall advise each Employee in writing of their gross salary entitlement for the pay period, any deductions and allowances authorised by law and by the Employee, the Employee name and classification, the period the pay relates to and the date of payment, the hourly rate of pay, and the net amount of payment, amounts of occupational superannuation contributions and details of funds into which contributions are being paid.

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

150.4 Where an Employee is underpaid by reason of Employer error and the amount of such underpayment is less than 5% of the Employee’s fortnightly wage, the underpayment will be corrected in the next pay period.
150.5 Where the underpayment exceeds 5% of the Employee’s fortnightly wage, the Employer must take steps to correct the underpayment within 24 hours and to provide confirmation to the Employee of the correction.

150.6 **Health and Allied Services Employees**

(a) If the Employer does not take the action required under clause 150.4 and clause 150.5 above, the Employee shall be paid a penalty payment of 20% of the underpayment, calculated on a daily basis from the date of the entitlement arising until all such moneys are paid. In addition, the Employer shall meet any associated banking or other fees/penalties incurred by the Employee as a consequence of the error where those fees exceed the 20% penalty payment.

(b) Clause 150.6(a) will not come into effect:

(i) if the payment of wages or other monies owed falls on a public holiday, until the expiration of such public holiday; or

(ii) if any unforeseen event outside the control of the Employer frustrates their ability to meet the requirements of this clause.

(c) **Late payment on termination**

(i) When notice of termination of employment has been given by an Employee or an Employee’s services have been terminated by an Employer, payment of all wages and other monies owing to an Employee shall be made to the Employee.

(ii) 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 monies owing are paid, with a minimum payment of two (2) hours and a maximum payment of seven (7) hours and 36 minutes per day.

151. **Supported Wage System for Employees with a Disability**

151.1 Schedule D of the *Health Professionals and Support Services Award 2010* (MA000027) defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of the award.

152. **Staff Appraisal**

152.1 Where a system of staff appraisal does not currently exist at a workplace, the Employer may implement a performance appraisal process and the Employees will participate in that process, provided that:

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

(b) the staff appraisal process is not used as a disciplinary tool;

(c) the staff appraisal process is intended to allow genuine feedback by both the Employer and Employee; and

(d) the outcomes of the review are documented and confirmed and a written copy of the outcomes in given to the Employee;
152.2 The performance appraisal and staff development scheme for Employees classified under Schedule 7 of this Agreement is set out in clause 193 (Individual Performance Measures).

Working Hours and Related Matters

153. Hours of Work

153.1 The ordinary hours of work for a full-time Employee shall be 38 hours, or an average of 38 hours, per week.

153.2 For the purposes of clause 153.1, the ordinary hours an Employee works in a week are taken to include any hours of authorised leave, or absence, whether paid or unpaid, that the Employee takes in a week.

153.3 The working week shall commence at midnight on a Sunday.

153.4 Notwithstanding any authorised meal breaks or rest breaks, the work of each day/shift shall be continuous.

153.5 Management and Administrative Officers

(a) For Employees classified under Schedule 6 of this Agreement the ordinary hours of work shall be worked either:

(i) in 5 days of shifts of not more than 8 hours each; or

(ii) by mutual agreement:

(A) in weeks of four days in shifts of not more than 10 hours each; or

(B) in some other averaging arrangement, provided that the length of any ordinary day does not exceed ten hours, and that not more than 50 ordinary hours is worked in any one week.

(b) Any Employee required to work more than six consecutive periods of duty without 24 hours off duty shall be paid for the seventh and any further consecutive period of ordinary duty worked at the rate of triple time until they have been given 24 hours off duty.
154. Accrued Days Off

154.1 Where the system of working provides for accrued days off, Employees shall work an additional 0.4 hours per day, or 2 hours per week, to facilitate one accrued day off (ADO) after every 4 weeks of service.

154.2 The maximum ADOs shall be 13 in any calendar year, provided that one (1) ADO shall be taken in conjunction with a period of annual leave, for which no additional payment is to be made.

154.3 Management, Administrative Officers and Health and Allied Services Employees

(a) For Employees classified under Schedule 7 of this Agreement:

(i) accrued days off are to be taken as single days on a rostered basis (i.e. 1 ADO in each 28-day cycle), as agreed between the Employer and Employee;

(ii) provided that the Employer and Employee may mutually agree to defer a rostered ADO for a maximum of one month, but only in exceptional circumstances.

155. Weekend Work

155.1 All rostered time of ordinary duty performed between midnight on Friday and Midnight on Sunday shall be paid for at the rate of time and one half.

155.2 Management and Administrative Officers

(a) For Employees classified under Schedule 6 of this Agreement, where they are required to carry out duties on a Saturday or Sunday in excess of the week’s work, such duties will be paid for at the rate of double time.

155.3 Health and Allied Services Employees

(a) For Employees classified under Schedule 7 of this Agreement, where the Saturday or Sunday work involves:

(i) work in excess of the prescribed rostered hours, such work will be paid for at the rate of double time; and

(ii) work performed by a worker of broken shifts outside a spread of nine (9) hours from the time of commencing work shall be paid for at the rate of time and three-quarters; and

(iii) work performed by a worker of broken shifts outside a spread of twelve (12) hours from the time of commencing work shall be paid for at the rate of double time.

156. Reasonable Additional Hours

156.1 Subject to clause 156.2, an Employer may require an Employee to work reasonable additional hours at the appropriate overtime rate as defined in clause 157 (Overtime) of Part E.

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

(a) any risk to Employee health and safety arising from the additional hours;
(b) the Employee's personal circumstances, including family responsibilities;
(c) the needs of the workplace or enterprise in which the Employee is employed;
(d) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
(e) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it;
(f) the usual patterns of work in the industry, or the part of the industry, in which the Employee works;
(g) the nature of the Employee’s role, and the Employee’s level of responsibility;
(h) whether the additional hours are in accordance with an averaging arrangement agreed to by the Employer and Employee under clause 153 (Hours of Work); and
(i) any other relevant matter.

157. Overtime

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

157.2 Part-time Employees classified under Part 2 of Schedule 6 of this Agreement are only entitled to payment of overtime where they work in excess of 38 hours in a given week.

157.3 Only authorised overtime shall be paid for and the following rates of overtime shall apply:

157.4 Management and Administrative Officers

(a) Employees classified under Schedule 6 of this Agreement shall be paid at the rate of:

   (i) time and one half for the first two hours and double time thereafter for hours worked in excess of the ordinary agreed hours on a particular day; and

   (ii) double time for all overtime worked outside a spread of twelve hours after commencing ordinary duty.

(b) Clause 189 (Overtime) is to be read in conjunction with this clause as it applies to management and administrative Employees at Royal Children’s Hospital.

157.5 Health and Allied Services Employees

(a) Employees classified under Schedule 7 of this Agreement shall be paid at the rate of:

   (i) time and one half for the first two hours and double time thereafter for hours worked in excess of the number of hours fixed as a day’s, week’s or a fortnight’s work, as the case may be;

   (ii) double time for overtime outside a spread of 12 hours from the commencement of the last previous rostered period of duty, provided that the overtime is not continuous with the next succeeding period of duty;

   (iii) time and one half for overtime outside a spread of 9 hours from the time of commencing work by an Employee rostered to work broken shifts; and
double time for overtime outside a spread of 12 hours from the time of commencing work by an Employee rostered to work broken shifts.

157.6 Health and Allied Services Employees

(a) In the case of Employees classified under Schedule 7 of this Agreement, overtime shall be so arranged that, where reasonably practicable, the Employee who performs overtime shall have 10 consecutive hours off duty between the work of successive periods of duty.

(b) In addition to clause 157.6(a) above, an Employee, other than a casual, who works so much overtime between the end of their agreed ordinary hours of duty and the start of their next succeeding period of duty that they would not have a 10-hour break between those times, shall be released after completion of such overtime worked until they have had a 10-hour break, without loss of pay for ordinary hours occurring during such absence.

(c) If on the instructions of the Employer such an Employee resumes or continues work without having had 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 has had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

(d) 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.

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

158. Overtime in Lieu

158.1 An Employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer.

158.2 Overtime taken as time off during ordinary time hours shall be taken at the penalty time rate. That is, one and one half hours off or two hours off, as the case may be, for each overtime hour worked.

158.3 An Employer shall provide payment at the appropriate overtime rate where time off in lieu has not been taken within four (4) weeks of accrual.

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

159. On-Call/Recall

159.1 The Employer shall pay an on call allowance to Employees who are required to be on call.

159.2 Management and Administrative Officers

(a) The on call allowances in Schedule 2 (as applicable to management and administrative officers) shall be paid to an Employee classified under Schedule 6 of this Agreement respectively, as follows:
(i) the On Call Allowance – Monday to Friday shall be paid in respect of any 24 hour period or part thereof during which an Employee is on call during the period commencing from the time of finishing ordinary duty on Monday through until the termination of ordinary duty on Friday; and

(ii) the On Call Allowance – Public Holidays and All other Times shall be paid in respect of any other 24 hour period, or part thereof, or any public holiday, or part thereof.

(iii) Where an Employee is recalled to duty during an off-duty period they shall be paid a minimum of three (3) hours at the appropriate rate.

(iv) When recall work is necessary, it should be so arranged that Employees have at least 8 hours off duty between midnight and the commencement of the next period of ordinary duty.

(v) An Employee, other than a casual, who works so much overtime between the termination of their previous rostered shift and the commencement of their next rostered shift, that they would not have a 8-hour break shall be released after completion of such recall worked until they have had a 8-hour break. The Employee shall not suffer any loss of pay for rostered ordinary hours occurring during such absence.

(vi) If, on the instructions of the Employer, an Employee resumes or continues work without having had an 8-hour break in accordance with 39.2.1(e), they shall be paid at the rate of double time until they are released from duty for such rest period. The Employee shall then be entitled to be absent until they have had an 8-hour break. The Employee shall not suffer any loss of pay for rostered ordinary hours occurring during such absence.

(b) Clause 159.2(a) does not apply to Employees who are classified under Part 2 of Schedule 6 of this Agreement in Grade 3 or above. Such Employees shall be paid an annualised salary pursuant to clause 196.

159.3 Health and Allied Services Employees

(a) The on call allowances in Schedule 2 (as it applies to health and allied services Employees) shall be paid to Employees classified under Schedule 7 of this Agreement respectively, as follows:

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

(ii) 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.

(iii) When recall work is necessary, it should be so arranged that Employees have at least 10 hours off duty between successive shifts.

(iv) An Employee, other than a casual, who works so much overtime between the termination of their previous rostered shift and the commencement of their next rostered shift, that they would not have a 10-hour break shall be released after completion of such recall worked until they have had a 10-hour break. The Employee shall not suffer any loss of pay for rostered ordinary hours occurring during such absence.
(v) If, on the instructions of the Employer, an Employee resumes or continues work without having had a 10-hour break in accordance with clause 159.3(a)iv, they shall be paid at the rate of double time until they are released from duty for such rest period. The Employee shall then be entitled to be absent until they have had a 10-hour break. The Employee shall not suffer any loss of pay for rostered ordinary hours occurring during such absence.

(vi) Where an Employee finishes a period of overtime at a time when reasonable means of transport are not available for them to return to their place of residence, the Employer shall provide adequate transport free of charge.

(b) The on-call allowances applicable to Employees classified under Schedule 7 of this Agreement are calculated at the rate of 2.5% of the “Patient Services Assistant Level 2” rate of pay pursuant to Part 3 of Schedule 2.

160. Childcare Reimbursement

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

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

161. Shiftwork

161.1 Employees who perform shift work shall be entitled to payment of the shift allowances applying to their classification under the following provisions of this clause.

161.2 The weekly base rate of pay for the calculation of shift allowances for Employees classified under Part 1 of Schedule 6 of this Agreement is the Management and Administrative Officers “Grade 1”, as outlined in Schedule 2.

161.3 The weekly base rate of pay for the calculation of shift allowances for Employees classified under Part 2 of Schedule 6 (Royal Children’s Hospital) is the “Grade 1 - Level 1” rate as outlined in Schedule 2

161.4 Morning and Afternoon Shift Allowances

(a) An Employee classified under Part 1 of Schedule 6 of this Agreement whose rostered hours of duty finish between 6:00pm and 8:00am, or commence between 6:00pm and 6:30am shall be paid an amount equal to 2.0% of the relevant base rate per rostered period of duty.

(b) An Employee classified under Part 2 of Schedule 6 of this Agreement whose rostered hours of duty finish between 8:00pm and 8:00am, or commence between 6:00pm and 6:30am shall be paid an amount equal to 2.0% of the relevant base rate per rostered period of duty.

(c) An Employee classified under Schedule 7 of this Agreement whose rostered hours of ordinary duty finish between 6.00pm and 8.00am, or commence between 6.00pm and 6.30am, shall be paid an amount equal to 2.5% of the relevant base rate per rostered period of duty.

161.5 Night Shift Allowance
Provided that, an Employee working on any rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00am shall be paid for any such periods of duty an amount equal to 4% of the relevant base rate.

161.6 Permanent Night Shift Allowance

Provided further that in the case of an Employee permanently working on any rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00am shall be paid for any such period of duty an amount equal to 5% of the relevant base rate. Permanently working shall mean working for any period in excess of four consecutive weeks.

161.7 Change of Shift Allowance – Management and Administrative Officers

(a) Provided further that in the case of an Employee classified under Schedule 6 or Schedule 7 of this Agreement who changes from working on one shift to working on another shift, the time of commencement of which differs by four hours or more than from that of the first, shall be paid a change of shift allowance equal to 4% of the relevant base rate on the occasion of each such change in addition to any amount payable under the preceding provisions of this clause.

(b) Notwithstanding the provisions of clause 161.7(a) above, the change of shift allowance is not payable where the Employer agrees to a request in writing made on behalf of one or more Employees for changes in shifts.

(c) Change of shift allowance is not payable where a single Employee holds two contemporaneous different contracted positions with the same employer and moving between those positions results in a change of shift pattern which would ordinarily invoke a change of shift allowance payment.

162. Rest Breaks

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

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

163. Meal Breaks

163.1 An Employee shall not be required to work more than 5 hours continuously without a meal interval of not less than 30 minutes and not more than 60 minutes.

163.2 Meal breaks shall not be regarded as time worked.

163.3 Night Duty

(a) Employees classified under Schedule 7 of this Agreement who are not relieved from night duty (and on-call) during the rostered meal break shall be granted a meal break of not less than 20 minutes, to be commenced after completing three hours and not more than five hours of duty. Such meal break will be counted as time worked.

(b) The arrangement in clause 163.3(a) may also be adopted in any case where there is mutual agreement between the Employer and Employee.
164. Meal Allowances

164.1 Where an Employee is required to work overtime Monday to Friday (inclusive) for more than one hour after the usual finish time, or in the case of shift workers when the overtime exceeds one hour, or on a Saturday/Sunday for more than 5 hours, the Employer shall either supply the Employee with an adequate meal or pay a meal allowance.

164.2 Where such overtime exceeds 4 hours Monday to Friday (inclusive), or 9 hours on a Saturday/Sunday, the Employer shall either supply the Employee with a further adequate meal or pay a further meal allowance.

164.3 The provisions of clause 164.1 and clause 164.2 shall not apply where the Employee could reasonably return home for a meal within the period allowed.

164.4 The meal allowances payable over the life of this Agreement are set out in Schedule 2.

164.5 Claims for payment of an overtime meal allowance will be processed in the next ordinary pay.

165. Higher Duties

165.1 Employees, who are engaged in duties that carry a higher rate of pay than the Employee’s ordinary classification, shall be entitled to payment of higher duties in accordance with the provisions of this clause.

165.2 Management and Administrative Officers

(a) Employees classified under Schedule 6 of this Agreement who are required to assume the duties of an Employee on a higher classification for a period of five consecutive working days or more shall be paid not less than the minimum rate for the classification of the Employee being relieved, for the period of higher duties.

165.3 Health and Allied Services Employees

(a) Employees classified under Schedule 7 of this Agreement who are engaged for more than one hour in duties carrying a higher rate than their ordinary classification, shall be paid the higher rate of pay for the full day or shift. If such Employee is engaged in higher duties for one hour or less, they are only entitled to payment at the higher rate for the time actually worked.

166. Uniforms and Protective Clothing

166.1 Where an Employee is required to wear a uniform or any special clothing, the Employer will supply such uniform at no cost to the Employee and will replace it where necessary on a fair ‘wear and tear’ basis.

166.2 Employees classified under Schedule 7 of this Agreement shall be paid a uniform allowance in accordance with Schedule 2 for purchasing uniform and special clothing, where they are not provided by the Employer under clause 166.1. The uniform allowance is payable for all absences on paid leave, other than absences on long service leave and sick leave beyond 21 days. Where, prior to the taking of leave, an Employee was paid a uniform allowance other than at the weekly rate, the rate payable is the average of the allowance paid during the four weeks immediately preceding the taking of leave.

166.3 Uniforms and special clothing provided in accordance with clause 166.1 and clause 166.2 shall remain the property of the Employer.

166.4 Where Employees classified under Schedule 7 of this Agreement are responsible for laundering uniforms and special clothing, the Employer shall pay the laundry allowances.
set out in the rates table in Schedule 2. The Employee will be paid a laundry allowance per day or part thereof on duty, or an allowance per week, whichever is the lesser amount. The laundry allowance is not payable for absences of any kind.

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

166.6 The *rounding provision* does not apply to the calculation of this allowance.

167. Telephone Allowance

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

### Leave Arrangements and Public Holidays

168. Public Holidays

168.1 **Entitlement to be absent on a public holiday**

(a) An Employee is entitled to be absent from his or her employment on a day or part-day that is a public holiday in the place where the Employee is based for work purposes.

(b) However, an Employer may request an Employee to work on a public holiday if the request is reasonable.

(c) If an Employer requests an Employee to work on a public holiday, the Employee may refuse the request if:

(i) the request is not reasonable; or

(ii) the refusal is reasonable.

(d) In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:

(i) the nature of the Employer’s workplace or enterprise (including its operational requirements), and the nature of the work performed by the Employee;

(ii) the Employee’s personal circumstances, including family responsibilities;

(iii) whether the Employee could reasonably expect that the Employer might request work on the public holiday;

(iv) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday;

(v) the type of employment of the Employee (for example, whether full-time, part-time, casual or shiftwork);

(vi) the amount of notice in advance of the public holiday given by the Employer when making the request;
(vii) in relation to the refusal of a request – the amount of notice in advance of the public holiday given by the Employee when refusing the request; and
(viii) any other relevant matter.

168.2 **Meaning of public holiday**

(a) Employees shall be entitled to the following public holidays:

(i) 1 January (New Year’s Day)
(ii) 26 January (Australia Day)
(iii) Labour Day
(iv) Good Friday
(v) Easter Saturday
(vi) Easter Monday
(vii) 25 April (ANZAC Day)
(viii) Queen’s Birthday
(ix) Melbourne Cup Day
(x) 25 December (Christmas Day)
(xi) 26 December (Boxing Day)

168.3 **Additional / Substitute Days**

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

168.4 Where in the State or Locality, public holidays are declared or prescribed on days other than those set out in clause 168.2 and clause 168.3 above, those days shall constitute additional holidays for the purposes of Part E.

168.5 **Substitute Days**

(a) An Employer and their Employees may agree to substitute another day for any prescribed in this clause. For this purpose the consent of the majority of affected Employees shall constitute agreement.
(b) An agreement pursuant to clause 168.5(a) shall be recorded in writing and be available to every affected Employee.
The union shall be informed of an agreement made in accordance with clause 168.5(a) and shall have seven days in which to refuse to accept it. The union will not unreasonably refuse to accept an agreement made under clause 168.5(a).

If the union refuses to accept an agreement made under clause 168.5(a), the parties will seek to resolve the matter in accordance with the Dispute Settling Procedures.

168.6 **Payment for work on public holiday**

(a) Employees classified under Schedule 6 of this Agreement shall be paid double time and one half for all time worked on a public holiday; or

(b) If the Employer and Employee so agree, the Employee may receive ordinary pay for the time so worked plus either:

(i) time off equivalent to one and one half times the hours worked – within four weeks of the public holiday; or

(ii) one and one half times the hours worked added to his or her annual leave.

(c) Clause 168.6(b) above does not apply to Employees classified under Part 2 of Schedule 6 of this Agreement.

(d) If the public holiday falls on the Employee’s rostered day off, he or she shall be entitled to one ordinary day’s pay or, if the Employer and Employer so agree:

(i) the Employee may take one day off within four weeks of the public holiday; or

(ii) have one day added to his or her annual leave.

168.7 Employees classified under Schedule 7 of this Agreement shall be paid double time and one half for all time worked on a public holiday; or

(a) If the public holidays falls on the Employee’s rostered day off, he or she shall be entitled to one and one half times the payment for his or her ordinary day or, if the Employer and Employee so agree:

(i) the Employee may take one day and one half off in lieu within four weeks following the date on which such holiday occurred, the Employee may take on day off in lieu; or

(ii) have one and one half days added to his or her annual leave.

168.8 **Easter Saturday public holiday**

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

(i) one day’s pay in respect of Easter Saturday; or

(ii) where there is mutual consent, within four weeks following the date on which such holiday occurred, the Employee may take on day off in lieu; or

(iii) have one day added to their annual leave.

(b) Clause 168.8(a) above does not apply to Employees who are classified under Part 2 of Schedule 6 of this Agreement.

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

168.10 **Public holidays and Accrued Days Off**

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

168.11 **Public holidays and part-time Employees**

(a) Subject to clause 168.11(b), a regular part-time Employee who is not ordinarily required to work on the day on which a public holiday is observed shall not be entitled to payment for such public holiday unless they are required to work on that day.

(b) In determining whether a part-time Employee who works a rotating roster is entitled to receive the ‘rostered off’ Agreement benefits for a particular public holiday not worked, the Employer shall review the roster pattern of the individual over the preceding six months. If the rosters show that the Employee has worked 50% or more of the days on which a particular public holiday falls, the Employee shall be entitled to receive the ‘rostered off’ benefit for that public holiday.

169. **Annual Leave**

169.1 **Basic entitlement**

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

(b) Part-time Employees shall be entitled to annual leave on a pro rata basis. Where the ordinary hours for a part-time Employee have varied during the period of accrual, the average ordinary hours shall be used to determine the Employee’s annual leave entitlement.

(c) An Employee’s annual leave accrues progressively during a year of service according to the Employee’s ordinary hours of work, and accrues from year to year.

169.2 **Additional Week’s Annual Leave**

(a) The NES provides that an Employee who is defined as a shiftworker under this clause is entitled to an additional week of annual leave on the same terms and conditions.

(b) For the purposes of the NES a shiftworker is an Employee who works for more than four ordinary hours on 10 or more weekends during the year in which their annual leave accrues.

(c) An Employee covered by paragraph 169.2(a), whose employment is terminated at the end of a period of employment which is less than one year computed from the date of commencement of the employment, or the date upon which the Employee last became entitled to annual leave from the Employer, shall be paid in addition to any other amounts due to the Employee, an amount equal to 1/48th of his or her ordinary pay in respect of that period of employment.

169.3 **Taking of annual leave**
(a) Annual leave shall be taken at a time or times as agreed between the Employer and Employee. Where an Employee requests a period of annual leave, agreement shall not be unreasonably withheld by the Employer.

(b) Where a public holiday occurs during a period when an Employee is on annual leave, the Employee is taken not to be on annual leave on that public holiday.

(c) If the period during which an Employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave), or a period of absence from employment in accordance with Community Service/ Emergency Services Leave, the Employee is taken not to be on paid annual leave for the period of that other leave or absence.

(d) No Employee classified under Schedule 6 of this Agreement shall be recalled from annual leave, other than by mutual agreement between the Employer and Employee. The Employer shall reimburse the Employee for any expenses incurred by the Employee as a result of a return to duty from a period of annual leave. Unsatisfied leave arising from a recall to duty shall be fulfilled as soon as possible thereafter, by agreement between the Employer and Employee.

(e) The amount of annual leave loading or penalties paid to an Employee in accordance with clause 169.5 in respect of a period of annual leave that is subsequently converted to another type of leave shall be deducted from any future entitlement under clause 169.5 or payment upon termination of employment, where applicable.

(f) To assist Employees in balancing their work and family responsibilities, an Employee may elect, with the consent of the Employer to accrue and carry forward any amount of annual leave for up to two years from the date of entitlement.

(g) The Employer and an Employee may agree to defer the payment of annual leave loading in respect of single day annual leave absences until at least five annual leave days are taken by the Employee.

169.4 Payment for annual leave

(a) If an Employee takes a period of paid annual leave, the Employer must pay the Employee their ordinary pay for the period of leave so taken.

(b) Ordinary pay, for the purposes of this clause, shall mean remuneration for the Employee’s weekly number of hours during the period of leave taken, calculated at the ordinary time rate of pay pursuant to Schedule 2.

(c) An Employee may elect in writing to be paid, before going on annual leave, the amount of wages they would have received for ordinary time worked had they not been on leave during that period, or to continue with their normal pay cycle.

(d) If, when the employment of an Employee ends, the Employee has an accrued annual leave entitlement, the Employer must pay the Employee the amount that would have been payable to the Employee had they taken the period of accrued annual leave.

169.5 Annual Leave Loading

(a) In addition to the ordinary pay as described in this clause Employees classified under Part 1 of Schedule 6 of this Agreement shall receive either:

(i) Shift work premiums according to the roster or projected roster;
(ii) Saturday and Sunday premiums according to the roster or projected roster; or

(iii) annual leave loading equal to 17.5% of his or her wage, for his or her normal weekly hours, calculated at the ordinary time rate of pay, whichever is the higher.

(iv) Provided that the maximum annual leave loading payable under this clause shall be no greater than 17.5% of the weekly rate specified in the table below in respect of the four week period, or proportionate amount in respect of a lesser period or periods:

<table>
<thead>
<tr>
<th>Weekly Rate of Pay</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,565.80</td>
<td>1 January 2012</td>
</tr>
<tr>
<td>$1,604.90</td>
<td>1 October 2012</td>
</tr>
<tr>
<td>$1,645.00</td>
<td>1 October 2013</td>
</tr>
<tr>
<td>$1,686.10</td>
<td>1 October 2014</td>
</tr>
</tbody>
</table>

(b) In addition to the ordinary pay as described in clause 169.4(b), Employees classified under Part 2 of Schedule 6 of this Agreement shall receive:

(i) an amount of 17.5% loading on 4 weeks ordinary pay; or

(ii) in the case of a shift worker, a payment in accordance with the following formula: penalties paid during the period of accrual, divided by the hours of work during the same period, multiplied by 52.

(iii) The amount in respect of sub-clause 169.5(b) above shall be paid on the Employee’s anniversary date.

(c) In addition to the ordinary pay as described in clause 169.4(b), Employees classified under Schedule 7 of this Agreement shall receive either:

(i) over Agreement payments for ordinary hours of work (where applicable);

(ii) shift work premiums, according to the roster or projected roster (where applicable);

(iii) Saturday and Sunday premiums, according to the roster or projected roster (where applicable); and

(iv) in-charge allowances (where applicable); or

(v) annual leave loading equal to 17.5% of his or her wage, for his or her normal weekly hours, calculated at the ordinary time rate of pay, whichever is the higher.

169.6 Annual leave in advance

(a) Annual leave may be taken in advance, by mutual agreement between the Employer and Employee.

(b) Where annual leave is taken in advance, a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in which annual leave had been taken before it accrued.
(c) Where annual leave has been taken in advance by an Employee and:

(i) the employment of the Employee is terminated before he or she has completed the year of employment in respect of which such annual leave has been taken; and

(ii) the sum paid by the Employer to the Employee as ordinary pay for the annual leave so taken exceeds the sum that the Employer is required to pay to the Employee under clause 169.4 and clause 169.5; then

(iii) the Employer shall not be liable to make any payment to the Employee under clause 169.4 and clause 169.5 and shall be entitled to deduct the amount of such excess from any remuneration payable to the Employee upon termination of employment.

169.7 **Cashing Out of Annual Leave**

(a) Where an Employee has accrued annual leave in excess of four (4) weeks, then by mutual written agreement the Employer may pay the annual leave (and annual leave loading as applicable) in excess of four weeks to the Employee as a one-off cash payment.

(b) Superannuation contributions will be paid by the Employer in respect of any period of annual leave to be paid out in accordance with clause 169.7(a).

(c) Payments made in accordance with clause 169.7(a) extinguish an Employee's right to access leave or receive further payment for the period of leave paid out.

170. **Purchased Leave**

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

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

170.3 **Health and Allied Services, Management and Administrative Officer Employees**

(a) Full-time Employees classified under Schedule 7 of this Agreement may purchase up to 4 weeks additional leave per year and, with the agreement of the Employer, work between 48 and 51 weeks per year. Approval rests with the Employer, who may legitimately take into account operational needs and work requirements. Agreement will not be unreasonably withheld.

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

<table>
<thead>
<tr>
<th>Period worked</th>
<th>Additional weeks’ leave</th>
<th>Total weeks’ leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>48/52 weeks</td>
<td>4 weeks</td>
<td>8 weeks</td>
</tr>
<tr>
<td>49/52 weeks</td>
<td>3 weeks</td>
<td>7 weeks</td>
</tr>
<tr>
<td>50/52 weeks</td>
<td>2 weeks</td>
<td>6 weeks</td>
</tr>
<tr>
<td>51/52 weeks</td>
<td>1 weeks</td>
<td>5 weeks</td>
</tr>
</tbody>
</table>

170.4 Where an Employee applies for additional leave pursuant to this clause the Employer shall respond to such application within four (4) weeks.
170.5 Where the Employer and Employee agree to a reduction in the number of working weeks, the Employee will receive a salary equal to the period worked, but spread over a 52 week period. Accrual of sick leave and long service leave will be unaffected by these arrangements.

170.6 The approval of purchased leave arrangements for individual Employees will be subject to annual application and approval by the Employer.

170.7 An Employee may revert to ordinary 52 week employment by giving the Employer no less than four weeks written notice.

170.8 Where an Employee so reverts to 52 week employment, appropriate pro-rata salary adjustments will be made.

171. Personal/Carers Leave

171.1 The provisions of this clause apply to full time and regular part time Employees. The personal/carer’s leave entitlements of casual Employees are set out in clause 171.10 below.

171.2 **Amount of paid personal/carers’s leave**

(a) Paid personal/carers’s leave will be available to an Employee when they are absent because of:

   (i) personal illness or injury; or

   (ii) personal illness or injury of an immediate family or household member who requires the Employee's care and support; or

   (iii) an unexpected emergency affecting an immediate family or household member; or

   (iv) the requirement to provide ongoing care and attention to another person who is wholly or substantially dependent on the Employee, provided that the care and attention is not wholly or substantially on a commercial basis.

(b) The amount of personal/carers’s leave to which a full-time Employee is entitled depends on the classification of the Employee and how long they have worked for the Employer.

(c) Employees who are classified under Schedule 7 of this Agreement shall accrue personal/carers’s leave as follows:

   (i) one day will be available for each month of service in the first year of service;

   (ii) 14 days will be available per annum in the second, third and fourth year of service; and

   (iii) 21 days will be available per annum in each subsequent year of service.

(d) In addition to clause 171.2(c) above, where Employees who are classified under Schedule 7 of this Agreement do not utilise the single day absences referred to in clause 171.6(a)(ii) for a period of five years, an additional 5 days’ personal/carers’s leave shall be added to the Employee’s accrued entitlement.

171.3 **Leave to attend health professional appointments**

(a) Employees classified under Schedule 7 of this Agreement who are absent from duty on account of a personal disability and are required to attend an appointment
with a chiropodist/podiatrist, chiropractor, dentist, optometrist, osteopath, physiotherapist or psychologist shall, on production of satisfactory evidence, be granted leave out of existing personal/carer’s leave entitlements.

171.4 **Use of accumulated personal/carer’s leave**

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

171.5 **Employee must give notice**

(a) Employees must give the Employer notice of the taking of personal/carer’s leave.

(b) The notice:

(i) Must be given to the Employer as soon as practicable (which may be a time after the leave has started); and

(ii) Must advise the Employer of the period, or expected period, of the leave.

(c) The Employer must provide and inform Employees of a procedure for the notification by Employees of their inability to attend work due to illness or injury. All such notifications shall be registered, detailing the time and name of the Employee.

171.6 **Evidence supporting claim**

(a) The Employer will require the Employee to provide evidence that would satisfy a reasonable person to support the taking of personal/carer’s leave, provided that:

(i) An Employee classified under Part 2 of Schedule 6 of this Agreement may be absent through personal illness or injury on six (6) days in any one year of service (as either single days or as two days at a time) without having to provide evidence to the Employer.

(ii) An Employee classified under Schedule 7 of this Agreement may be absent through personal illness or injury for one day without furnishing evidence on not more then three (3) occasions in any one year of service.

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

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

(d) In normal circumstances, an Employee must not take leave to care for an immediate family or household member under this clause where another person has taken leave to care for the same person.

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

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

171.9 Unpaid personal/carers leave

(a) Where an Employee has exhausted all paid personal/carers leave entitlements, he/she is entitled to take unpaid carer’s leave to provide care and support in the circumstances outlined in sub-clause 171.2(a)(ii), (iii) or (iv). The Employer and the Employee will agree on the period. In the absence of agreement the Employee is entitled to take up to two (2) days' unpaid carer’s leave per occasion.

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

171.10 Casual Employees – Caring responsibilities

(a) Casual Employees are entitled to be unavailable to attend work or to leave work:

(i) if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or

(ii) upon the death in Australia of an immediate family or household member.

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

(c) The Employer will require the casual Employee to provide satisfactory evidence to support the taking of this leave.

(d) An Employer must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of the Employer to engage or not engage a casual Employee are otherwise not affected.

171.11 Portability of personal/carer’s leave

(a) The following portability arrangements apply to Employees:

(i) Where an Employee transfers their employment from one Employer to another Employer covered by this Agreement, accumulated personal leave to his/her credit at the date of such transfer shall be credited to him/her in his/her new employment as accumulated personal/carer’s leave.

(ii) An Employee shall produce a written statement from his/her previous Employer specifying the amount of accumulated personal/carers leave standing to his/her credit at the time of leaving that employment.

(iii) Provided that in respect of any period of absence from employment between engagement with one Employer and another or re-engagement with the same Employer, continuity of employment shall be deemed to be unbroken provided such period of absence does not exceed five weeks in addition to the total period of annual leave, long service leave and or personal leave which the Employee actually receives on termination or for which he or she is paid in lieu.
(iv) 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 personal leave portability.

172. Personal/Carers Leave - Management and Administrative Officers at St. Vincent’s Health Only

172.1 This clause 172 applies to St. Vincent’s Hospital (Melbourne) Limited only with respect to management and administrative officers.

172.2 Clause 172 operates in conjunction with clause Clasue 171. Clause 172 shall operate to the extent of any inconsistency.

172.3 All full-time and part-time Employees at St. Vincent’s Hospital (Melbourne) limited are entitled to 12 days personal leave per year.

172.4 All full-time and part-time Employees of St. Vincent’s Hospital (Melbourne) Ltd will be provided with Income Maintenance Insurance, the terms of which will be determined between St. Vincent’s Hospital (Melbourne) Ltd and an insurance provider selected at the discretion of St. Vincent’s Hospital (Melbourne) Ltd.

172.5 Should the cost of providing Income Maintenance Insurance become excessive, Employees will be notified of the date of expiration of their policy and that policy will not be renewed. From the date of expiration of the policy Employees will be entitled to personal leave as provided for in clause 171 of this Agreement.

172.6 Post-natal facilities

(a) Each Employer is to provide private and comfortable areas at each campus for Employees who are breastfeeding to enable them to express or feed children while at work.

Union Facilitation

173. Orientation/Induction Programmes

173.1 For the purposes of facilitating the orientation of new Employees and in particular to familiarise new Employees with the operation of Part E, the HACSU will be provided with the dates, times and venues of any orientation/induction programmes involving new Employees in writing on a quarterly basis and be permitted to attend such programmes.

173.2 If the dates of these orientation/induction programmes are fixed in advance for a regular day and time then the Employer will provide this information to the HACSU as soon as possible.

173.3 Where the dates of orientation/induction programmes involving Employees are not fixed in advance, at least 14 days notice will be given to the HACSU of the dates, times and venues of such programmes to enable an HACSU representative to attend.

174. Resources and Facilities

174.1 HACSU is to be given access to the Employees of the Employer.
174.2 The following persons will be provided with access to resources and facilities, such as telephones, computers, email, noticeboards and meeting rooms in a manner that does not adversely affect service delivery and work requirements.

(a) HACSU officials; and
(b) HACSU delegates; and
(c) Health and Safety Representatives (HSRs)

174.3 In addition to other leave entitlements, HACSU Delegates and HSRs are to have reasonable time release from duty to attend to matters relating to industrial, occupational health and safety or other relevant matters such as attending local committee meetings, assisting with grievance procedures, attending hospital committees etc subject to operational considerations. Such release shall not be unreasonably withheld by the Employer.

174.4 Where management requires HACSU representatives to attend management meetings outside of paid time they will be paid to attend

175. Paid Union Meetings

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

(a) the Employer is given reasonable notice that such a meeting is to be held; and
(b) the reason/s for the meeting is also to be provided to the Employer with the notice;
(c) the location for the meeting is to be agreed between the HACSU and the Employer;
(d) an acceptable level of staffing will be maintained;
(e) where possibly meetings will occur at times least disruptive to service delivery;
(f) the duration of the paid meeting will not exceed half an hour except where agreed by the HACSU and the Employer;
(g) the Employees will return to work without industrial action or threat of industrial action.

176. Dispute Settlement and OHS Training Leave

176.1 An Employee may be granted Dispute Settlement and OHS Training leave on full pay for up to five (5) days in any one calendar year, subject to the Employer being satisfied that:

(a) the course of training is likely to contribute to a better understanding of industrial relations; or
(b) in the case of a duly elected HSR nominated to attend an occupational health and safety course, is likely to assist the Employee to discharge his or her functions as a health and safety representative; and
(c) provided that the granting of leave will not unduly affect the operations of the Employer.

176.2 Leave on full pay in excess of five (5) days and up to 10 days may be granted in any one calendar year subject to the total leave in that year and the subsequent year not exceeding 10 days.
176.3 This leave shall be deemed to be service and shall not adversely affect employment for any purpose.

176.4 The Employer shall not alter the position of the Employee to the detriment of the Employee by reason only that the Employee is attending an education or training course covered by this clause.

176.5 Such leave shall be granted under the following conditions:
   (a) that all applications for such leave shall be accompanied by a statement from whom the Employee has been nominated for the course and written evidence that the course has been approved/endorsed by the ACTU Education and Campaign Centre;
   (b) that leave of absence granted under this provision shall be with full pay, being the Agreement rate of pay for normal rostered hours plus experience payments and allowances which are ordinarily paid, but excluding overtime;
   (c) that expenses associated with attendance at the training course or seminar such as fares, accommodation and meal costs are not the responsibility of the Employer;
   (d) leave of absence granted under this provision shall include any necessary travelling time in normal hours immediately before or after the course; and
   (e) that a minimum of two (2) weeks’ notice shall be provided to the Employer.

177. Noticeboards

177.1 The Employer will establish a notice board in each department/section for the use of the HACSU, unless otherwise agreed by the Agreement Implementation Committee.

**Conditions of Employment Specific to Management and Administrative Officers**

178. Application of this Part

178.1 Clauses 178 - 183 apply only to Management and Administrative Officers classified under Part 1 of Schedule 6 of this Agreement.

179. Study Leave

179.1 Paid study leave will be available to full-time and part-time Employees of up to 4 hours per week for 26 weeks per annum, at the Employer’s discretion.

179.2 Paid study leave may be taken as mutually agreed by, for example, 4 hours per week, 9 hours per fortnight or blocks of 38 hours at a residential school.

179.3 A part-time Employee will be entitled to paid study leave on a pro-rata basis.

179.4 An Employee wishing to take study leave in accordance with this clause must apply in writing to the Employer as early as possible prior to the proposed leave date. The Employee’s request should include details of:
   (a) the proposed course and institution in which the Employee is enrolled or proposes to enrol; and
   (b) the relevance of the course to the Employee’s profession.
179.5 The Employer will notify the Employee of whether his or her request for study leave has been approved within 7 days of the application being made.

179.6 Leave pursuant to this clause does not accumulate from year to year.

180. Examination Leave

180.1 An Employee shall be granted leave on full pay in order to attend examinations necessary to obtain higher qualifications in such courses as are undertaken with the knowledge and approval of the Employer.

180.2 The amount of leave shall be such as to allow the Employee to proceed to and from the place of examinations and in addition allow three clear working days other than a Saturday or a Sunday for pre-examination study if this is so desired.

180.3 Any leave granted under the provisions of this clause shall be in addition to annual leave granted pursuant to clause 169 (Annual Leave).

180.4 Leave with pay granted under the provisions of this clause shall not exceed six (6) clear working days per year. Chief Executive Officers and Deputy CEOs, other than those covered by Government Sector Executive Remuneration Panel (GSERP) policies, shall not be subject to this examination leave maxima.

181. Travelling Allowances

181.1 Should an Employee be required to use their own vehicle for transport from home to place of work and return outside of normal hours, the Employee is to receive the allowance as set out in clause 36.

181.2 An Employee who is recalled to the workplace for any purpose shall be either provided with appropriate transport for the outward and return journeys with the cost met by their Employer or where the Employee uses their own vehicle for transport from home to place of work and return the Employee is to receive the allowance as set out in clause 36.

181.3 Where an Employee is required to travel during ordinary hours for work-purposes, he or she shall be provided either with appropriate transport by their Employer or if the Employee agrees to use their own motor vehicle, they shall be paid the vehicle allowances set out in clause 26.

181.4 An Employee required to travel on business in the performance of their duties shall be reimbursed all reasonable travelling expenses necessarily incurred.

182. Removal Expenses

182.1 Where an Employee is required to transfer to an alternate work location that is more than 48 kilometres from the place where the Employee has been employed for a period of at least two years, such Employee shall be reimbursed reasonable removal expenses by the Employer to which the Employee transfers.

182.2 Provided that in the case of a transfer where an Employee is required by their new Employer to reside at a distance less than 50 kilometres from their former residence the Employee shall not be reimbursed reasonable removal expenses.
183. Chief Executive Officers

183.1 The terms and conditions of employment for Chief Executive Officers (“CEO”) will, in respect of remuneration and related conditions, be those provided for by the Government Sector Executive Remuneration Panel contracts (“GSERP Contracts”).

183.2 Clause 183.1 excludes CEOs whose terms and conditions are not covered by a GSERP contract.

183.3 Despite clause 183.1, any further GSERP contract offered by an Employer to an existing employee whose employment is governed by a GSERP contract in existence at the date of certification of this Agreement will not reduce the total remuneration package applicable to that Employee.

Conditions of Employment Specific to Management and Administrative Officers at Royal Children's Hospital

184. Application of this Part

184.1 Clauses 184-197 of this Agreement apply only to Management and Administrative Officers at Royal Children’s Hospital classified under Part 2 of Schedule 6 of this Agreement.

185. Time and Wages Records

185.1 All Employees are required to record all time worked on a time-card or other method determined by the relevant department.

186. Overpayment of Wages

186.1 In the case of an overpayment of wages, the Employer shall notify the Employee in writing of details of the error. The Employer will correct the overpayment by fortnightly deduction from the Employee’s pay, in a minimum instalment of 10% of the Employee’s fortnightly salary or the total amount, until the full amount of the overpayment has been reimbursed.

186.2 The above clause 186.1 does not apply in the case of errors of law.

186.3 Where a single overpayment exceeds the Employee’s normal four-week salary, the Employer reserves the right to seek to have the overpayment repaid in more than 10% instalments.

186.4 If the Employee satisfies the Employer that they are unable to meet the repayment schedule, the Employee may apply to vary the payment schedule. Agreement to such applications shall not be unreasonably withheld.

187. Working from Home

187.1 An Employee, subject to operational requirements and with the approval of the relevant Department Head, may work from home in circumstances where the work is project based and may be performed with a high level of autonomy.
188. Public Holidays

188.1 An Employee may, with the approval of the relevant Department Head, substitute a public holiday with a nominated religious holiday. Such approval will be subject to the operational requirements of the Employer.

188.2 Where a religious holiday is nominated to be a substitute for a public holiday, in accordance with clause 188.1 above, the Employee will be paid at the ordinary time rate for work performed on the public holiday.

188.3 Applications under clause 188.1 shall be made one month in advance of a given public holiday falling due.

188.4 At the beginning of every calendar year, or at the anniversary date of the Agreement, departments/units/services that do not require a full complement of Employees for public holidays will notify Employees of the work arrangements for those public holidays.

188.5 Employees can elect to work up to five (5) public holidays in each year, provided that:

(a) the Employer agrees that there is appropriate work to be done, either in the Employee’s normal place of work or in another area of the workplace; and

(b) when the Employee takes a day off in lieu of the public holiday, no relief is required to be supplied by the Employer; and

(c) the Employee has the option of adding an extra day to his or her annual leave entitlement or taking a day off in lieu of the public holiday at a time convenient to the Employer.

189. Overtime

189.1 Employees in receipt of an annualised salary, or classified in Grades 3 to 8 of the classification structure in Part 2 of Schedule 6 of this Agreement are not entitled to payment of overtime under clause 157 (Overtime), other than for:

(a) periods of recall to duty;

(b) periods when the Employee is directed to work overtime on weekends; and/or

(c) periods when the Employee is directed to work overtime on public holidays.

189.2 Such Employees will be compensated for reasonable additional hours through flexibility in hours worked or time off in lieu of payment for overtime, in accordance with clause 158 (Overtime in Lieu).

190. Discretionary Leave Without Pay

190.1 Department Heads may grant discretionary leave without pay (DLWOP) up to a maximum of eight (8) weeks. Longer periods of DLWOP up to 52 weeks require the approval of the Divisional Director, and in the case of the Corporate Services Director, Executive Director Corporate.

190.2 With the exception of the Parental Leave clause DLWOP is granted at the absolute discretion of the Employer.

190.3 DLWOP will only be considered after all other paid entitlements have been taken.

190.4 All DLWOP must be applied for and, if appropriate, approved in advance, using the Employer’s standard leave form.
190.5 Absences on approved leave without pay do not break continuity of service; however such absences do not count in the calculation of benefits.

190.6 An Employee will not be paid for any public holidays that may occur whilst on DLWOP.

191. Best Practice

191.1 The parties agree that a process, which focuses on sustaining improvements in productivity, will enable the health services to compete in the market more effectively.

191.2 The following principles and processes underlie the “best practice” approach of the health services:

(a) Understanding and commitment to achieving world class performance in all aspects of the health services’ operations.

(b) Continuous improvement in the quality, efficiency, effectiveness and cost of health services is an ongoing process essential to the achievement of best practice.

191.3 The parties agree that there will be commitment and support given to the ongoing process of continuous improvement, including:

(a) innovation;

(b) evaluating opportunities;

(c) productivity;

(d) cost effectiveness;

(e) benchmarking;

(f) expansion opportunities;

(g) flexibilities, where Employees may be required to work between health services, when required;

(h) workplace agreements to support agreed best practice;

(i) work on major projects linked to the health services’ priorities; and

(j) service/department reviews and the development of agreed performance indicators.

191.4 It is jointly recognised that performance measurement will make it easier to set goals for strategic planning, and for establishing targets at the departmental level. Across all levels of the health services, strategic reviews will generate performance data, which may identify potential improvement, the manner in which those improvements will be achieved and monitored.

191.5 To ensure competitiveness, the health services must adopt a comprehensive approach to the measurement of productivity, whereby a broad range of performance indicators are kept for the health services and linked to indicators in each department.

192. Education and Training

192.1 The parties recognise that the health services are regarded as state, national and international centres of excellence. As a consequence, the health services assume a vital role in education at a professional and community level.

192.2 The parties agree that Employees’ education will be supported on a formal and informal basis and that, wherever possible, resources will continue to be provided to support these programs.
192.3 Relevant and specific in-service education and training will be offered to all Employees on a regular basis comprising a minimum of four (4) hours per month.

193. Individual Performance Measures

193.1 In the four (4) weeks prior to the commencement of a given financial year (Department Heads), and within 12 weeks of employment and on the anniversary of the appointment thereafter (all other Employees), the Employee and the Divisional Director/Department Head are to negotiate agreed performance measures for the succeeding 18 month period.

193.2 For the purposes of clause 193.1 above, the Employer’s “Performance Development and Staff Appraisal Scheme” shall be applied, save where there is mutual agreement to use an alternative format.

193.3 Individual performance measures may include:

(a) balancing budgets;
(b) achieving given targets;
(c) levels of absenteeism;
(d) occupational health and safety;
(e) data entry requirements;
(f) documentation requirements;
(g) punctuality;
(h) percentage of patient-related work;
(i) categories of work, levels of classification;
(j) research; and
(k) conferences.

193.4 These measures will be subject to periodic review by the parties. Any dispute in this regard will be settled in accordance with the Dispute Settling Procedures.

194. Occupational Health and Safety

194.1 The provisions of this clause shall be read and interpreted wholly in conjunction with the Victorian Occupational Health and Safety Act 2004.

194.2 The health services will establish agreed designated work groups with the union.

194.3 Elections for Health and Safety Representatives shall be conducted in consultation with the Employer, by the union and other unions with members in the designated work group.

194.4 Only Employees in the designated work group may nominate as Health and Safety Representative.

194.5 The Employees shall be entitled to nominate an agreed number of Health and Safety Representatives to the health services’ Occupational Health and Safety committees.

194.6 Health and Safety Representatives shall be entitled to attend training in accordance with the Occupational Health and Safety Act 2004 (Vic).
195. Conversion of Unused Sick Leave to Annual Leave

195.1 If an Employee is not absent as provided for in clause 171.6(a)(i) of this Agreement, he or she will be credited with one (1) day of annual leave for every two (2) days of personal/carer’s leave not taken and the Employee’s personal/carer’s leave balance shall be reduced in a proportion of two to one for each additional day of annual leave so credited.

195.2 If the Employee advises the Employer, in writing, not less than four (4) weeks prior to the conclusion of any one year, he/she may elect to retain the unused personal/carer’s leave credits as accrued personal/carer’s leave.

195.3 For the purposes of this clause, “day” means the number of hours in a shift that an Employee is ordinarily rostered to work and “days” has a corresponding meaning.

195.4 For the purposes of this clause, “in any one year” shall mean the completion of the pay period after 14 November 1995.

195.5 An Employee may only convert personal leave under this clause if, and to the extent that, the Employee’s accrued personal leave exceeds the minimum personal leave which has accrued under, or is recognised under, the National Employment Standards (NES). The Employee’s remaining accrued entitlements (after conversion) must be at least 15 days.

196. Annualised Salaries

196.1 The annualised salary for Employees classified in Grades 3 to 8 pursuant to Part 2 of Schedule 6 of this Agreement shall incorporate all previous award or Agreement payments made in respect of all allowances, including but not limited to shift premiums and penalties, on-call and recall payments, annual leave loading, public holidays, weekends, meal allowances, travelling allowances, higher duties allowances and telephone allowances. The annualised salary also incorporates provision for overtime when Employees are required to work outside of normal work hours.

196.2 The accrual of annual leave, personal/carer’s leave, superannuation and WorkCover entitlements are not affected by the Agreement, save where otherwise provided for in Part E.

197. Professional Development Leave

197.1 In recognition of the importance of ongoing professional development, an Employee may seek approval for 5 days paid professional leave, to attend a conference, seminar, workshop etc approved by the Employer.

197.2 Professional development leave is non cumulative.

197.3 The Employer shall not unreasonably withhold authorisation for Professional Development leave.

197.4 Professional development leave must be clearly linked to the Employee’s profession and may include a requirement to report back to other staff.
Conditions of Employment Specific to Health and Allied Services Employees

198. Application of this Part

198.1 Clauses 198-220 of this Agreement apply only to Health and Allied Services Employees and Consumer Consultants and Carer Consultants as listed at Clause 135.

199. Amenities

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

199.2 Suitable, healthy accommodation shall be provided for resident Employees.

200. Rosters

200.1 A roster of at least 28 days’ duration shall be posted at least 28 days before it comes into operation at each work location in a place where it may be readily seen by such Employees and the Secretary or other accredited representative of HACSU.

200.2 This 28 day roster provision will operate from the next roster cycle commencing 3 months after the commencement of this Agreement.

200.3 Rosters shall set out the Employees’ daily ordinary hours of work, start times, finish times and meal intervals.

200.4 Where an Employee works a set Monday to Friday arrangement of hours without change, then no roster is required to be established.

200.5 Seven days notice shall be given of a change in roster, except in emergency situations.

200.6 Change of roster

(a) Where the Employer requires an Employee, without seven (7) days’ notice and outside the expected circumstances in clause 200.5 above, to perform ordinary duty at other times than those previously rostered, the Employee shall be paid in accordance with the hours worked plus a daily change of roster allowance pursuant to Schedule 2 (as it applies to health and allied services Employees).

(b) Provided that a part-time Employee who agrees to work shift(s) in addition to those already rostered will not be entitled to the Change of Roster allowance for the additional shift(s) worked.

(c) The Change of Roster allowance in clause 200.6 is calculated at a rate of 2.5% of the weekly wage rate payable for the “Patient Services Assistant Level 2” classification pursuant to Schedule 2.

200.7 An Employee may apply in writing to the Employer to have their roster fixed by the provisions of clause 200.8 below in lieu of clauses 200.1 to 200.6 above.

200.8 Rosters shall be fixed by mutual agreement, subject to the provisions of Part E.

200.9 An Employee may repudiate a request made under clause 200.7 at any time, by giving written notice to the Employer. In such a case the roster of the Employee shall be determined according to clauses 200.1 to 200.6 from the commencement of the next full roster period, being not less than five (5) clear days after such repudiation is received in writing by the Employer.
200.10 Rosters will be drawn up so as to provide at least eight (8) hours between successive periods of ordinary duty.

201. Wash-Up Time

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

202. Make Up Time

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

203. Summer Time (Daylight Savings)

203.1 When summer time is introduced through legislation, and is prescribed as being in advance of the standard time, the length of any shift:

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

(b) commencing on or before the time prescribed pursuant to the relevant legislation for the termination of a summer time period;

shall be the number of hours which are the difference between the times recorded by the clock at the beginning and end of the shift.

203.2 The expressions standard time and summer time are defined within the Summer Time Act 1972, as amended or as substituted.

204. Time and Wages Records

204.1 The Employer shall provide and cause to be kept time and wages records in which each Employee shall enter their daily starting and finishing times.

204.2 Time records will be maintained for a minimum of twelve months and wages records will be retained for a minimum of seven years.

204.3 Time and wages records shall be available for inspection by an accredited representative of HACSU, in accordance with the requirements of the Fair Work Act 2009.

205. Staffing Levels

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

206. Unplanned Absences

206.1 The Employer agrees to replace staff on planned or unplanned absences, where practicable.

206.2 The Employer will endeavour to maximise the use of permanent, full-time and part-time Employees to replace staff on planned and unplanned absences.

206.3 The engagement of casual Employees will be in accordance with the spirit and intent of clause 141 of this Agreement (casual employment).
206.4 Where additional shifts are required to replace unplanned absences, the Employer will give preference to existing part-time Employees to work such shifts. If this is not possible, the Employer may use casual Employees as an interim measure, in classifications where casuals are available.

206.5 Agency staff should only be used for unexpected absences, such as sick leave, where the Employer is unable to replace the Employee with either part-time or casual Employees.

206.6 In the event that particular staffing issues are identified at individual health care facilities the Employers agree to consult with Employees and the Union in relation to any matters raised, under the existing consultative arrangements.

207. Dual Part-Time Appointments

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

208. Literacy and Numeracy

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

209. Study Leave

209.1 Employee will be entitled to four (4) hours paid study leave per week up to a maximum of 26 weeks per annum, where undertaking study at Australian Qualification Framework Level 3 or above with an education institution or approved provider.

209.2 Paid study leave may be taken as mutually agreed by, for example, 4 hours per week, 8 hours per fortnight or in blocks of 38 hours.

209.3 A part-time Employee shall be entitled to paid study leave on a pro-rata basis.

209.4 An Employee wishing to take study leave must apply in writing to the Employer as early as possible prior to the proposed leave date. The Employee’s request should include:
   (a) details of the course and institution in which the Employee is enrolled, or proposes to enrol; and
   (b) details of the relevance of the course to the Employee’s profession.

209.5 The Employer will notify the Employee of whether or not their request for study leave has been approved within 7 days of the application being made.

209.6 Where the course of study is of relevance to the Employee’s employment, the Employer shall not withhold consent.

209.7 Where the number of staff seeking to take study leave at any one time causes operational difficulties, the Employer and Employee(s) concerned shall seek to reach agreement at a local level about the timeframe in which the leave is taken.

209.8 In all circumstances, the leave will be made available to the Employee(s) in the year in which application is made.

209.9 Any dispute arising under this clause 209.5 shall be resolved in accordance with the Dispute Settling Procedures.

209.10 Paid study leave pursuant to this clause does not accumulate from year to year.
210. Experience Payments

210.1 The experience payments in Schedule 2 (as it applies to health and allied services Employees) shall be added to the ordinary time rates of pay and paid for all purposes for all Employees, other than:

(a) Qualified interpreters/translators who are eligible for payment of the Interpreters Allowances in accordance with clause 211.

211. Interpreter Allowances

211.1 Any person employed as a qualified interpreter/translator and who is accredited by the National Accreditation Authority for Translators and Interpreters (NAATI) shall be paid an Interpreter Allowance per week pursuant to Schedule 2.

211.2 The amount payable per week under clause 211.1 above is dependent upon the Employee’s level of accreditation by NAATI and their years of experience.

211.3 The Interpreter Allowances shall be additional to any other allowance to which the Employee is entitled under Part E, and shall be considered part of the normal weekly rate of pay for all purposes.

211.4 Employees who are eligible for payment of the Interpreter Allowances shall be ineligible for the experience payments in Schedule 2.

212. Nauseous Work Allowance

212.1 Employees shall be paid a Nauseous Work Allowance pursuant to Schedule 2 for all time during which they are engaged in handling linen of a nauseous nature, other than linen sealed in airtight containers.

212.2 The Allowance shall be paid to an Employee in any classification for work that is of an unusually dirty or offensive nature having regard to the duty normally performed by such Employee in such classification. Provided that, an Employee who is paid the nauseous work allowance prescribed in clause 212.1, shall not be entitled to be paid an allowance under clause 212.2 for the same work.

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

(a) The rounding provision does not apply to the calculation of the hourly rate of this allowance.

213. Senior Allowance

213.1 An Employee who is appointed as a Senior will have their classification preceded by the word Senior and shall be paid an allowance of 10 per cent of the base rate payable for their classification pursuant to Schedule 2.

213.2 Appointment to a position preceded by the word Senior will only be made where the work performed by such Employee represents a net addition to the work value of the substantive role in a similar area or areas. Indicia of a new addition to work value may include:

(a) the performance of additional duties or functions;

(b) the assignment of a special project; or
an increased emphasis on the performance of core functions already undertaken by Employees in the relevant classification.

213.3 A net addition to the work value of the substantive role of an Employee would be characterised by the following:

(a) the additional functions or duties are a regular and ongoing requirement; and

(b) experience in the role commensurate with this clause, coupled with on the job training where provided by the Employer; and

(c) the necessity for additional training in a particular aspect of the role above that which is required to fulfil the role of an Employee employed in a similar area(s); and

(d) a greater level of judgement is required from the Employee, whereby he or she is capable of making independent decisions to a degree not generally expected of an Employee employed in a similar area(s); and

(e) a higher degree of accountability is expected for work undertaken, such that the Employee is clearly performing at a level above that of his or her peers employed in a similar area(s) by the Employer.

213.4 The Senior Allowance shall be additional to any other allowance to which the Employee is entitled under Part E.

214. Tool Allowance

214.1 Employees who are classified as chefs and cooks under Schedule 7 of this Agreement, who are not supplied with the necessary tools to perform their duties by the Employer, shall be paid a Tool Allowance per week pursuant to Schedule 2.

214.2 The Tool Allowance is compensation for the supply and maintenance of tools.

(a) The rounding provision does not apply to the calculation of this allowance.

215. In Charge Allowances

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

<table>
<thead>
<tr>
<th>Extent of control:</th>
<th>% Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>In charge of 1 to 9 other Employees</td>
<td>7%</td>
</tr>
<tr>
<td>In charge of 10 to 29 other Employees</td>
<td>10%</td>
</tr>
<tr>
<td>In charge of 30 or more Employees</td>
<td>15%</td>
</tr>
</tbody>
</table>

215.2 Provided that clause 215.1 does not apply to the following classifications of Employee:

(a) General Service Supervisor

(b) Food Services Supervisor

(c) Clerical Worker Grade A

215.3 The percentage In-charge Allowance is calculated on the base rate payable to the Employee pursuant to Schedule 2.
215.4 The In-Charge Allowance shall be additional to any other allowance to which the Employee is entitled under Part E.

216. Travelling Allowances

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

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

217. Trainees

217.1 A trainee who performs work in classifications covered by this agreement shall be employed in accordance with the principles outlined in the Memorandum of Understanding (MOU) between the Government of Victoria and the Victorian Trades Hall Council regarding the Government Youth Employment Scheme (now known as the Victoria works for young people program).

217.2 All trainees and apprentices will be engaged under an appropriate state or federal traineeship scheme and paid no less than the rates contained in Schedule 2 (National Training Wage) of Part E.

218. Occupational Health & Safety

218.1 The parties to Part E are committed to a pro-active approach in the prevention and management of workplace injuries amongst Employees, and to the achievement of a reduction in workplace injuries through the implementation of risk management systems incorporating hazard identification, risk assessment and control, and safe work practices. The Employer will implement the hierarchy of controls to control hazards, and will eliminate the hazard at the source wherever practicable.

218.2 The parties are committed to the observance of safe working practices, the correct use of all personal safety equipment and to the safety and good health of all Employees.

218.3 The provisions of this part of Part E shall be read and interpreted in conjunction with the Occupational Health and Safety Act 2004 (Victoria) [OHS Act] as varied from time to time and the Accident Compensation Act 1985 (Victoria) as varied from time to time, provided that where there is any inconsistency between a provision of this agreement and the aforementioned Victorian Acts, the Victorian Acts shall prevail to the extent of any inconsistency.

218.4 The parties to Part E recognise that consultation with Employees and their representatives is crucial to achieving a healthy and safe work environment for health and allied services Employees. To this end, Part E recognises that Employers and Employees must cooperate to control and manage health and safety hazards in the workplace. Hazards include, but are not exclusive to:

(a) manual handling;
(b) blood borne and other infectious diseases;
(c) needle stick injuries;
(d) violence and aggression;
218.5 The Employers are committed, in consultation with the Union, to the development and maintenance of appropriate practices and protocols for Employees working in extreme heat, consistent with the duty of care provided for in the OHS Act.

218.6 The parties agree that the Union shall negotiate Designated Work Groups and conduct elections for Health and Safety Representatives in accordance with the provisions of the Occupational Health & Safety Act 2004.

218.7 **Designated Work Groups**

(a) Where HACSU members constitute the majority of the workforce within a designated work group, the Employer shall maintain a system of agreed designated work groups (DWGs) with the Union.

(b) The Employer shall consult with Employees in relation to the establishment variation of designated work groups and, where an employee requests, the HACSU.

(c) In determining the composition of DWGs, the following considerations shall, where practicable, be taken into account:

(i) the specific needs, conditions and hazards affecting Employees in the area(s) concerned;

(ii) the working arrangements, including shiftwork, of employees in the area(s) concerned;

(iii) the accessibility of health and safety representatives to employees in the area(s) concerned; and

(iv) the geographical layout of the workplace.

218.8 **Health and Safety Representative Election Process**

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

218.9 **Health and Safety Representative Training**

(a) When attending an approved course, health and safety representatives shall be paid their normal/expected earnings during course attendance, including pay entitlements relating to shift work, regular overtime, higher duties, allowances or penalty rates that would have applied had the health and safety representative been at work.

(b) Where health and safety representatives attend an approved course outside their normal working hours, they shall be paid as if they had been at work for the relevant time, including the relevant overtime rates, higher rates, allowances or penalty rates. This might apply when a health and safety representative:

(i) normally works two days a week attends a block five-day course;

(ii) has a rostered day off during the course; and

(iii) has a shift that does not overlap, or overlaps only marginally, with the course’s hours.
(c) Rosters or shifts shall be altered where necessary to ensure that health and safety representatives are not exposed to extra risks from fatigue due to working extended hours or shiftwork while attending a training course.

(d) The Employer shall pay course fees for selected approved courses.

(e) Health and safety representatives shall have the right to choose which course to attend, provided it is an approved course.

(f) The Employer shall provide such information, instruction and training to all Employees employed by the Employer, as is required to enable them to perform work in a manner, which is safe and minimises risks to health. Information, education and training shall be provided on a regular basis as is required to enable Employees to remain informed in relation to health and safety hazards, policies and procedures.

218.10 Reporting Incidents, Accident Investigation and Prevention

(a) The Employer shall encourage early reporting of incidents by Employees and ensure that Employees who report incidents are appropriately supported.

(b) Following an incident or injury affecting staff, the Employer shall take appropriate action to prevent further injury to staff, including conducting a worksite assessment where practicable and implementing workplace modifications to ensure a healthy and safe work environment for staff.

(c) The Employer shall provide information, instruction and training to Employees and management staff regarding the importance of early reporting, procedures regarding incident reporting and how this feeds into accident investigation and prevention.

218.11 Workers Compensation, Rehabilitation and Return to Work

(a) The Employer is committed to the principles of early intervention such as to facilitate the effective occupational rehabilitation of Employees.

(b) The Employer shall appoint a Return to Work Coordinator who shall have sufficient knowledge of occupational rehabilitation legislation, regulations and guidelines to undertake the task.

(c) Employees shall have the right to have a union representative present at any interview arranged by their Employer regarding their return to work or rehabilitation, including monitoring or review of their return to work program. When arranging such interviews, the Employer shall advise the Employee that he/she may have a union representative present. The Employer shall where practicable provide to the Employee at least 7 days notice of such interviews occurring.

(d) The Employer shall not seek to change the Employee’s duties, hours or other aspects of the Employee’s employment or return to work plan without consulting with the Employee. A representative of the HACSU may be involved in any negotiations or discussions regarding any such proposed changes, at the request of the Employee.

(e) The Employer or insurer may pay for any re-training or re-education, which is required to assist the Employee to remain at work or return to work in suitable employment in accordance with guidelines issued by the Victorian WorkCover Authority to its agents. Approval for such re-training or re-education may be requested by the Employee, his/her treating practitioner, or any other Victorian
WorkCover Authority approved service provider, individual or agency, on behalf of the Employee.

(f) Where it has been established that an Employee has a permanent injury or condition which prevents them returning to their pre-injury employment, the Employer shall ensure that the Employee is advised of all vacancies as they become available.

(g) At the request of the Employee, the Employer shall notify the HACSU before any action is taken to terminate, permanently redeploy, permanently relocate or otherwise permanently change the employment status of an injured Employee, and shall consult with the HACSU, the Employee, the rehabilitation provider, and the treating doctor, to determine all possible options for rehabilitation, return to work, including vocational assessment, retraining and re-education, prior to such action being taken.

219. Ward clerks

219.1 Employees employed immediately prior to the commencement of this Agreement as Ward Clerks will immediately upon (and with effect from) commencement of this Agreement translate to the new classification structure as follows:

(a) all Ward Clerks will translate to the Clerical Worker classification;
(b) the minimum classification for a former Ward Clerk will be Clerical Worker B; and
(c) any Ward Clerks who immediately before the commencement of this Agreement were classified as a Clerical Worker A will not lose that classification as a consequence of clause (b).

220. Facility Services Officers

220.1 Employees employed immediately prior to the commencement of this Agreement as Facility Services Officers (FSOs) will immediately upon (and with effect from) commencement of this Agreement translate to the new Patient Services Assistant (PSA) classification structure as follows:

(a) FSO Level 1 will translate to PSA 1 (with the appropriate experience payment);
(b) FSO Level 2 will translate to PSA 2 (with the appropriate experience payment);
(c) FSO Level 3 will translate to PSA 2 (as if they were in receipt of the highest experience payment), with their salary maintained at their previous FSO Level 3 salary rate, which from the date of commencement of this Agreement will be increased over the life of the Agreement by the annual wage increases referred to in paragraph 147 and be paid the Once-Off up front lump sum payment referred to in clause 148.1(a); and
(d) FSO Level 4 will translate to PSA 2 (as if they were in receipt of the highest experience payment), with their salary maintained at their previous FSO Level 4 salary rate, which from the date of commencement of this Agreement will be increased over the life of the Agreement by the annual wage increases referred to in paragraph 147 and be paid the Once-Off up front lump sum payment referred to in clause 148.1(a).

220.2 The Once-Off up front lump sum payment referred to in clause 148 will not apply to former FSO Employees referred to in clause 220.1(a) and 220.1(b).
221. Consumer Consultants

221.1 Features of roles

The focus of the Consumer Consultants’ work is to assist clients to be involved in their treatment, support and recovery planning and inform and enhance services responses to quality improvement initiatives and frameworks.

221.2 Consumer Consultants have:

(a) a lived experience of mental health services
(b) have the capacity to understand the intricacies of the mental health system
(c) the ability to support individuals and present consumer perspectives to mental health services.

221.3 Consumer Consultants come to these roles with an established knowledge of the impacts of mental illness on the individual. Consultants operate in a complex interpersonal, policy and programme environment and are required to use a broad range of verbal and written communication skills to support improved service planning, service delivery and evaluation. They work with and on behalf of clients with their families/cares, clinicians and mental health service staff and contribute to and advance systemic policy change within the mental health system.

221.4 Consumer Consultants operate in a complex operational environment and are required to exercise a high degree of judgement to improve service delivery. Consumer Consultants manage interpersonal relationships that may be influenced by issues including cultural and linguistic differences, numeracy/literacy challenges, drug and alcohol issues, financial stresses and challenging behaviours that can impact on others.

221.5 Consumer Consultants are to work collaboratively with clients in team environments to achieve maximum service delivery and policy outcomes.

221.6 Operating at Level 1 Consumer Consultants deal directly with the client with a mental health illness. Consultants at this level maintain direct client contact whilst operating in a broader team environment.

221.7 Operating a Level 2 the Consumer Consultant engages in broader decision-making regarding an individuals’ care needs, alongside other clinicians and professionals managing the individual’s care needs. At this level, Consumer Consultants contribute their knowledge and experience to programme and policy development in the area of service delivery. They advise and participate in programme and policy development with senior internal staff and management and liaise with and provide advice to external stakeholders.

221.8 CONSUMER AND CONSULTANTS - Level 1:

(a) Communication
   (i) Communicate Mental Health Service policies and processes to clients.
   (ii) Relied on by others to manage complex client relationships
   (iii) Is persuasive in dealing with stakeholders
   (iv) Advances alternate positions within the workplace
   (v) Communicates range of programme issues to clients

(b) Judgement
(i) Exercises basic problem-solving skills to deal with complex needs of clients
(ii) Judgement is confined to application of established policies and processes for individual client needs in service delivery setting
(iii) Contributes to assisting client involvement in planning and development

(c) Knowledge and Expertise
(i) Has a lived experience of mental health issues
(ii) Works under direct supervision
(iii) Collects and organises information to apply to individual issues
(iv) Required to establish trusting relationships with clients
(v) Understands policies and processes in area of operation
(vi) Knowledge of applicable legislation in area of operation

(d) Service Delivery
(i) Prioritises own work
(ii) Plans access to programmes with client
(iii) Uses experience to make decisions with clients regarding service options
(iv) Participates in developing service delivery strategy selection with client
(v) Advances alternative actions to client from range of selected options within service delivery area
(vi) Contributes ideas to internal stakeholders regarding the development of service delivery models

(e) Technical skills
(i) Understands the values of the programme area and applies these values to achieve programme goals
(ii) Promotes an individual rights based approach to achieve policy and programme outcomes
(iii) Assess and prioritises emotional needs of clients or client support group

(f) Policy and Programmes
(i) Contributes to policy and programme development for individual clients needs
(ii) Conveys learned experienced to others in relation to policy and programme development

221.9 CONSUMER AND CONSULTANTS - Level 2:

(a) Communication
(i) Exercises problem solving skills with clients and internal stakeholders to achieve programme objectives
(ii) Relied on by others to manage complex client relationships
(iii) Is persuasive in dealing with stakeholders
(iv) Is relied on by others to provide communication guidance in area of operation
(v) Advocates for clients and clients’ support groups to internal stakeholders

(b) Judgement
(i) Autonomous in decision-making with client
(ii) Focal point for other Consultants to problem-solve complex individual client needs
(iii) Makes decisions in the absence of defined procedures and protocols
(iv) Authoritative in decision making for others
(v) Relied on by others for advice and decision making

(c) Knowledge and Expertise
(i) Has a lived experience of mental health issues
(ii) Synthesises information to develop and guide client plan
(iii) Exercises judgement in the application of policy and programmes to client and programme needs
(iv) Identifies gaps in policy area
(v) Contributes to policy change within area of operation
(vi) Develops and advocates policy and programme change

(d) Service Delivery
(i) Shares knowledge and experience with internal stakeholders to contribute to individual service delivery needs
(ii) Synthesises learned experiences to advance service delivery outcomes
(iii) Participates in collegiate discussion regarding service delivery options
(iv) Advises internal and external stakeholders on program service delivery requirements
(v) Depended on by stakeholders to provide service delivery advice
(vi) Responsible for programme budget including governance and auditing requirements

(e) Technical skills
(i) Negotiates complex interpersonal relationships confined to clients
(ii) Problem-solves complex interpersonal relationships for others
(iii) Negotiates policy and programme options with client
(iv) Authoritative in determining emotional priorities of clients
(v) Manages complex interpersonal relationships confined to clients

(f) Policy and Programmes
(i) Advises on the development of policy and programmes
(ii) Researches and advocates policy change
(iii) Authoritative in policy and programme development, implementation and evaluation
(iv) Relied on by internal and external stakeholders to respond to initiatives in policy area

222. Carer Consultants

222.1 Features of roles

The focus of the Carer Consultants’ work is to assist families and carers to provide assistance and support to carer/families to be involved in their treatment, support, recovery planning and clinical decisions of the person they support.

222.2 Carer Consultants have:

(a) a lived experience in carers/families needs in mental health services
(b) have the capacity to understand the intricacies of the mental health system
(c) the ability to support families and carers and present carer perspectives to mental health services.

222.3 Carer Consultants come to these roles with an established knowledge of the impacts of mental illness on carers and families. Consultants operate in a complex interpersonal, policy and programme environment and are required to use a broad range of verbal and written communication skills to support improved service planning, service delivery and evaluation. They work with and on behalf of families and carers with clinicians and mental health service staff and contribute to and advance systemic policy change within the mental health system.

222.4 Carer Consultants operate in a complex operational environment and are required to exercise a high degree of judgement to improve service delivery. Carer Consultants manage interpersonal relationships that may be influenced by issues including cultural and linguistic differences, numeracy/literacy challenges, drug and alcohol issues, financial stresses and challenging behaviours that can impact on others.

222.5 Carer Consultants are to work collaboratively with carers/families in team environments to achieve maximum service delivery and policy outcomes.

222.6 Operating at Level 1 Carer Consultants provide advice and support to carer and family support network of a client with a mental health illness.

222.7 Operating a Level 2 the Carer Consultant engages in broader decision-making regarding an individual client’s needs from a carer's/family's perspective alongside other clinicians and professionals managing the individual’s needs. At this level, Carer Consultants contribute their knowledge and experience to programme and policy development in the area of service delivery. They advise and participate in programme and policy development with senior internal staff and management and liaise with and provide advice to external stakeholders.

222.8 CARER CONSULTANT Level 1:

(a) Communication

(i) Communicate Mental Health Service policies and processes to carers/families.

(ii) Exercises problem solving skills with carers/families and internal stakeholders to achieve programme objectives.
(iii) Relied on by others to manage complex carers/families relationships
(iv) Is persuasive in dealing with stakeholders
(v) Advances alternate positions within the workplace
(vi) Communicates range of programme issues to cares/families

(b) Judgement
(i) Exercises basic problem-solving skills to deal with complex needs of carers/families
(ii) Judgement is confined to application of established policies and processes for individual carers/families needs in service delivery setting
(iii) Contributes to assisting carers/families involvement in planning and development

(c) Knowledge and Expertise
(i) Has a lived experience of carers'/families' needs in mental health services
(ii) Works under direct supervision
(iii) Collects and organises information to apply to individual issues
(iv) Required to establish trusting relationships with carers/families
(v) Understands policies and processes in area of operation
(vi) Knowledge of applicable legislation in area of operation

(d) Service Delivery
(i) Prioritises own work
(ii) Plans access to programmes with carers/families
(iii) Uses experience to make decisions with carers/families regarding service options
(iv) Participates in developing service delivery strategy selection with carers/families
(v) Advances alternative actions to carers/families from range of selected options within service delivery area
(vi) Contributes ideas to internal stakeholders regarding the development of service delivery models

(e) Technical skills
(i) Understands the values of the programme area and applies these values to achieve programme goals
(ii) Promotes an individual rights based approach to achieve policy and programme outcomes
(iii) Assess and prioritises emotional needs of carers/families

(f) Policy and Programmes
(i) Contributes to policy and programme development for carers/families needs
(ii) Conveys learned experienced to others in relation to policy and programme development

222.9 CARER CONSULTANT Level 2:

(a) Communication
(i) Negotiates with internal and external stakeholders
(ii) Advises internal and external stakeholders in area of operation
(iii) Is relied on by others to provide communication guidance in area of operation
(iv) Advocates for carers/families to internal and external stakeholders

(b) Judgement
(i) Autonomous in decision-making with carers/families
(ii) Focal point for other Consultants to problem-solve complex individual carers/families needs
(iii) Relied on by others for advice and decision making
(iv) Makes decisions in the absence of defined procedures and protocols
(v) Authoritative in decision making for others

(c) Knowledge and Expertise
(i) Has a lived experience of carers/families needs in mental health services
(ii) Synthesises information to develop and guide carers/families
(iii) Interprets and applies policy to area of responsibility
(iv) Exercises judgement in the application of policy and programmes to carers/families needs
(v) Identifies gaps in policy area
(vi) Develops and advocates policy and programme change

(d) Service Delivery
(i) Shares knowledge and experience with internal stakeholders to contribute to individual service delivery needs
(ii) Synthesises learned experiences to advance service delivery outcomes
(iii) Participates in collegiate discussion regarding service delivery options
(iv) Advises internal and external stakeholders on program service delivery requirements
(v) Depended on by stakeholders to provide service delivery advice
(vi) Responsible for programme budget including governance and auditing requirements

(e) Technical skills
(i) Negotiates complex interpersonal relationships confined to carers/families support group
(ii) Problem-solves complex interpersonal relationships for others
(iii) Negotiates policy and programme options with carers/families
(iv) Authoritative in determining emotional priorities of carers/families

(f) Policy and Programmes
(i) Advises on the development of policy and programmes
(ii) Researches and advocates policy change
(iii) Authoritative in policy and programme development, implementation and evaluation
(iv) Relied on by internal and external stakeholders to respond to initiatives in policy area

223. Entitlements Consumer Consultants and Carer Consultants

223.1 Consumer Consultants and Carer Consultants, in addition to the entitlements in this part, the following provisions apply:

(a) The rates of pay are minimum rates.

(b) The rates outlined in Schedule 2 are payable from first pay period on/or after 31 March 2012 and are adjusted by the Salary Increases outlined in clause 147.1(b) to 147.1(f) (inclusive) commencing on first pay period on/or after 1 October 2012.

(c) Any employee currently employed prior to the commencement of this Agreement as a Consumer Consultant or Carer Consultant is not to have any reduction in their existing rate of pay on commencement of this Agreement, and shall continue to receive the wage rate increases that apply to their existing position/classification alignment.

(d) Any Employee who was employed by an Employer as at 1 February 2012 under the terms of any of the specified classifications referred to in Part D of this Agreement, or any Employee who was employed by an Employer as at 1 January 2012 under the terms of any of the specified classifications referred to in Part E of this Agreement shall receive the Once Off Upfront Lump Sum Payment as outlined for the specified classifications employed as per clause 99 or clause 148 of this Agreement if the Employee has not already received the lump sum payment as described from an Employer.

(e) As these positions are newly created within this Agreement the initial position descriptions/structure/rates of pay for Consumer Consultants and Carer Consultants will be re-examined in the Modernisation review as outlined in clause 9 Modernisation of Agreement of this Agreement.

(f) Consumer Consultants and Carer Consultants are able to access internal mental health service provided induction/training and external provided induction/training.

(g) Up to a maximum of 2 hours per month professional supervision is to be offered. The supervision will be provided either from within the service or from an external source as determined by agreement between the Consumer Consultant/Carer Consultant, the proposed supervisor and the Employer.
SIGNED for and on behalf of the EMPLOYERS referred to in Schedule A by the authorised representatives in the presence of:

Witness

PETER CLARKE

Name of Witness (print)

Signature

(Alec D'Este)

(Name print)

SIGNED for and on behalf of the AUSTRALIAN NURSING FEDERATION by its authorised officers in the presence of:

Witness

(Paul Gilbert)

Name of Witness (print)

Signature

(Paul Gilbert)

(Name print)

SIGNED for and on behalf of the HEALTH SERVICES UNION by its authorised officers in the presence of:

Witness

(Paul Hoare)

Name of Witness (print)

Signature

(Lloyd Williams)

(Name print)
## Schedule 1 - List of Employers

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## VICTORIAN PUBLIC MENTAL HEALTH SERVICES ENTERPRISE AGREEMENT 2012-2016

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### PEN RATES

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| PEN 1 YEAR 2            | PE12 | 835.40   | 856.30         | 877.70         | 899.60         | 922.10         |
| PEN 1 YEAR 3            | PE13 | 852.40   | 873.70         | 895.50         | 917.90         | 940.80         |
| PEN 1 YEAR 4            | PE14 | 869.50   | 891.20         | 913.50         | 936.40         | 959.80         |
| PEN 1 YEAR 5            | PE15 | 886.50   | 902.00         | 924.60         | 947.70         | 971.40         |
| PEN 1 YEAR 6            | PE16 | 903.40   | 926.00         | 949.20         | 972.90         | 997.20         |
| PEN 1 YEAR 7            | PE17 | 920.60   | 943.00         | 966.60         | 990.80         | 1015.60        |
| PEN 1 YEAR 8            | PE18 | 931.90   | 963.50         | 987.60         | 1012.30        | 1037.60        |
| PEN 2 YEAR 1            | PE21 | 927.40   | 948.00         | 1008.60        | 1033.80        | 1059.70        |
| PEN 2 YEAR 2            | PE22 | 947.70   | 994.30         | 1019.20        | 1044.60        | 1070.80        |
| PEN 2 YEAR 3            | PE23 | 964.60   | 1004.50        | 1029.60        | 1055.40        | 1081.70        |
| PEN 2 YEAR 4            | N/A  | 1028.30  | 1054.00        | 1080.40        | 1107.40        |               |
| PEN 3 YEAR 1            | N/A  | 1055.60  | 1082.00        | 1109.00        | 1136.80        |               |
| PEN 3 YEAR 2            | N/A  | 1094.10  | 1121.50        | 1149.50        | 1178.20        |               |
| PEN 3 YEAR 3            | N/A  | 1112.10  | 1139.90        | 1168.40        | 1197.60        |               |
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### PSO RATES

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## Salaries and allowances for Health Professionals, Management and Administrative Officers, and Health and Allied Services

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## VICTORIAN PUBLIC MENTAL HEALTH SERVICES ENTERPRISE AGREEMENT 2012-2016

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## VICTORIAN PUBLIC MENTAL HEALTH SERVICES ENTERPRISE AGREEMENT 2012-2016

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**Physiotherapists**

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**Speech Pathologists**

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#### Music Therapists

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#### Recreation Therapists

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### VICTORIAN PUBLIC MENTAL HEALTH SERVICES ENTERPRISE AGREEMENT 2012-2016

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**MANAGEMENT AND ADMINISTRATIVE OFFICERS**

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**MANAGEMENT & ADMINISTRATIVE OFFICERS AT THE ROYAL CHILDREN'S HOSPITAL**
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## VICTORIAN PUBLIC MENTAL HEALTH SERVICES ENTERPRISE AGREEMENT 2012-2016

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| WC30 | $793.10 | $818.10 | $843.10 | $855.60 | $868.10 | $880.60 | $893.10 |

### Clerical Wkr C Y 2

| WC31 | $798.90 | $823.90 | $848.90 | $861.40 | $873.90 | $886.40 | $898.90 |

### Clerical Wkr C Y 3

| WC32 | $804.50 | $829.50 | $854.50 | $867.00 | $879.50 | $892.00 | $904.50 |

### Clerical Wkr C Y 4

| WC33 | $811.30 | $836.30 | $861.30 | $873.80 | $886.30 | $898.80 | $911.30 |

### Clerical Wkr C Y 5+

| WC34 | $812.50 | $837.50 | $862.50 | $875.00 | $887.50 | $900.00 | $912.50 |

### Jnr Clerical Wkr C Y 1

| WC35 | $555.17 | $580.15 | $605.15 | $620.15 | $635.65 | $651.15 | $667.65 |

### Jnr Clerical Wkr C Y 2

| WC36 | $634.48 | $659.50 | $684.50 | $699.50 | $714.50 | $729.50 | $744.50 |

### Jnr Clerical Wkr C Y 3

| WC37 | $713.79 | $738.80 | $763.80 | $788.80 | $813.80 | $838.80 | $863.80 |

### Clerical Wkr B Y 1

| WC38 | $819.10 | $844.10 | $869.10 | $894.10 | $919.10 | $944.10 | $969.10 |

### Clerical Wkr B Y 2

| WC39 | $824.90 | $849.90 | $874.90 | $899.90 | $924.90 | $949.90 | $974.90 |

### Clerical Wkr B Y 3

| WC40 | $830.50 | $855.50 | $880.50 | $905.50 | $930.50 | $955.50 | $980.50 |

### Clerical Wkr B Y 4

| WC41 | $837.30 | $862.30 | $887.30 | $912.30 | $937.30 | $962.30 | $987.30 |

### Clerical Wkr B Y 5+

| WC42 | $838.50 | $863.50 | $888.50 | $913.50 | $938.50 | $963.50 | $988.50 |

### Jnr Clerical Wkr B Y 1

| WC43 | $573.37 | $598.37 | $623.37 | $648.37 | $673.37 | $698.37 | $723.37 |

### Jnr Clerical Wkr B Y 2

| WC44 | $655.28 | $680.30 | $705.30 | $730.30 | $755.30 | $780.30 | $805.30 |

### Jnr Clerical Wkr B Y 3

| WC45 | $737.19 | $762.20 | $787.20 | $812.20 | $837.20 | $862.20 | $887.20 |

### Clerical Wkr A Y 1

| WC46 | $911.00 | $936.00 | $961.00 | $986.00 | $1,011.00 | $1,036.00 | $1,061.00 |

### Clerical Wkr A Y 2

| WC47 | $916.60 | $941.60 | $966.60 | $991.60 | $1,016.60 | $1,041.60 | $1,066.60 |

### Clerical Wkr A Y 3

| WC48 | $922.40 | $947.40 | $972.40 | $997.40 | $1,022.40 | $1,047.40 | $1,072.40 |

### Clerical Wkr A Y 4

<p>| WC49 | $929.20 | $954.20 | $979.20 | $999.70 | $1,024.70 | $1,049.70 | $1,074.70 |</p>
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<th>01/01/14</th>
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<td>Gardener Trade</td>
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<td>$760.00</td>
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### Allowance Rates

#### Health Professionals

**Higher Qualification Allowance**
- **Post Graduate Qualification**
  - Current: $74.80
  - FFPPOA 01/01/12: $76.65
  - FFPPOA 01/10/12: $78.55
  - FFPPOA 01/10/13: $80.50
  - FFPPOA 01/10/14: $82.50
- **Doctorate**
  - Current: $99.70
  - FFPPOA 01/01/12: $102.20
  - FFPPOA 01/10/12: $104.75
  - FFPPOA 01/10/13: $107.35
  - FFPPOA 01/10/14: $110.05

**On-Call Allowance**
- **Weekday**
  - Current: $23.55
  - FFPPOA 01/01/12: $24.15
  - FFPPOA 01/10/12: $24.75
  - FFPPOA 01/10/13: $25.35
  - FFPPOA 01/10/14: $26.00
- **Public Holiday**
  - Current: $47.15
  - FFPPOA 01/01/12: $48.35
  - FFPPOA 01/10/12: $49.55
  - FFPPOA 01/10/13: $50.80
  - FFPPOA 01/10/14: $52.05
- **CATT on-call allowance**
  - Current: $92.45
  - FFPPOA 01/01/12: $120.00
  - FFPPOA 01/10/12: $123.00
  - FFPPOA 01/10/13: $126.10
  - FFPPOA 01/10/14: $129.30

**Sole Allowance**
- Current: $43.90
- FFPPOA 01/01/12: $45.00
- FFPPOA 01/10/12: $46.10
- FFPPOA 01/10/13: $47.25
- FFPPOA 01/10/14: $48.45

#### Shift Allowances

**UG 1 Classifications**
- **Morning Shift**
  - Current: $21.95
  - FFPPOA 01/01/12: $22.50
  - FFPPOA 01/10/12: $23.05
  - FFPPOA 01/10/13: $23.65
  - FFPPOA 01/10/14: $24.25
- **Afternoon Shift**
  - Current: $21.95
  - FFPPOA 01/01/12: $22.50
  - FFPPOA 01/10/12: $23.05
  - FFPPOA 01/10/13: $23.65
  - FFPPOA 01/10/14: $24.25
- **Night Shift**
  - Current: $52.40
  - FFPPOA 01/01/12: $53.70
  - FFPPOA 01/10/12: $55.05
  - FFPPOA 01/10/13: $56.45
  - FFPPOA 01/10/14: $57.85
- **Permanent Night**
  - Current: $62.00
  - FFPPOA 01/01/12: $63.55
  - FFPPOA 01/10/12: $65.15
  - FFPPOA 01/10/13: $66.80
  - FFPPOA 01/10/14: $68.45
- **Change of Shift**
  - Current: $35.10
  - FFPPOA 01/01/12: $36.00
  - FFPPOA 01/10/12: $36.90
  - FFPPOA 01/10/13: $37.80
  - FFPPOA 01/10/14: $38.75

**Child Psychotherapists**
- **Morning Shift**
  - Current: $21.65
  - FFPPOA 01/01/12: $22.20
  - FFPPOA 01/10/12: $22.75
  - FFPPOA 01/10/13: $23.30
  - FFPPOA 01/10/14: $23.90
- **Afternoon Shift**
  - Current: $21.65
  - FFPPOA 01/01/12: $22.20
  - FFPPOA 01/10/12: $22.75
  - FFPPOA 01/10/13: $23.30
  - FFPPOA 01/10/14: $23.90
- **Night Shift**
  - Current: $52.40
  - FFPPOA 01/01/12: $53.70
  - FFPPOA 01/10/12: $55.05
  - FFPPOA 01/10/13: $56.45
  - FFPPOA 01/10/14: $57.85
- **Permanent Night**
  - Current: $62.00
  - FFPPOA 01/01/12: $63.55
  - FFPPOA 01/10/12: $65.15
  - FFPPOA 01/10/13: $66.80
  - FFPPOA 01/10/14: $68.45
- **Change of Shift**
  - Current: $34.70
  - FFPPOA 01/01/12: $35.55
  - FFPPOA 01/10/12: $36.45
  - FFPPOA 01/10/13: $37.35
  - FFPPOA 01/10/14: $38.30
### Uniform Allowance

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<tbody>
<tr>
<td>Per Day</td>
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<td>Per Week</td>
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### Laundry Allowance

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### Maximum Leave Loading

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### Meal Allowance

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<tbody>
<tr>
<td>After 1 hour of shift</td>
<td>$8.50</td>
<td>$8.70</td>
<td>$8.90</td>
<td>$9.10</td>
<td>$9.30</td>
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<tr>
<td>After 4 hours of shift</td>
<td>$6.80</td>
<td>$7.00</td>
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<td>$7.60</td>
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<tr>
<td>After 5 hours on a Sat, Sun or RDO</td>
<td>$8.50</td>
<td>$8.70</td>
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<td>Current</td>
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<td>FFPPOA 01/10/13</td>
<td>FFPPOA 01/10/14</td>
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<td>Leave Loading Cap</td>
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<td>Leave loading cap (weekly salary exceeds)</td>
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### Management and Administrative Officers at the Royal Children’s Hospital

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<td>Permanent Night Shift</td>
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<tr>
<td>Change of Shift</td>
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<td><strong>On Call</strong></td>
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### Meal Allowance

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<tbody>
<tr>
<td>After 1 hour of shift</td>
<td>$8.50</td>
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### Leave Loading Cap

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### Health and Allied Services

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### Interpreter Allowances

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<td>In their third year</td>
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<tr>
<td>In their fourth year</td>
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**NAATI Accreditation Level 3**

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**Computer Allowance**

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## Salaries and allowances for Carer Consultants and Consumer Consultants

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**Meal Allowance**

| After 1 hour of shift | 12.30  | 12.60  | 12.90  | 13.30  |
| After 4 hours of shift| 9.80   | 10.00  | 10.30  | 10.60  |
| After 5 hours on a Sat, Sun or RDO | 12.30  | 12.60  | 12.90  | 13.30  |
| After 9 hours on a Sat, Sun or RDO | 9.80   | 10.00  | 10.30  | 10.60  |

**Uniform Allowance**

| Amount per day | 1.65  | 1.69  | 1.73  | 1.78  |
| Amount per week| 8.34  | 8.55  | 8.77  | 8.99  |

**Laundry Allowance**

| Amount per day | 0.41  | 0.42  | 0.43  | 0.44  |
| Amount per week| 1.97  | 2.02  | 2.07  | 2.12  |

**Other allowances**

| First Aid Allowance | 8.90  | 9.10  | 9.30  | 9.50  |
| Computer Allowance  | 20.50 | 21.00 | 21.50 | 22.00 |
Schedule 3 - Role Statement - Psychiatric Clinical Educator RPN4

The Parties agree that this Schedule will be part of the modernisation process referred to in clause 9 of the Agreement.

1.1 Background
A Statewide framework for the training and development of the psychiatric nursing workforce has been agreed and implemented as part of the 2000 Psychiatric Services Enterprise Bargain Decision.

A Statewide Education Training and Development Reference Group has been established and is responsible for overseeing the implementation of a Professional Development Package.

The following role statement for a RPN4 Clinical Educator forms a key component of the professional development package. The role is expected to focus primarily on work in acute adult, acute CAMHS and acute aged inpatient services.

1.2 Role:
The role will provide professional supervision and support to ensure the effective delivery of quality clinical services and increased knowledge and skills of staff. The role will not carry a clinical caseload.

1.3 Scope:
The role will be responsible for ensuring that all psychiatric nursing staff working in acute inpatients units including child and adolescent, adult and aged have access to adequate and appropriate clinical supervision and support.

1.4 Accountability:
The Clinical Educator RPN4 reports to the Senior Psychiatric Nurse and is expected to work collaboratively with the inpatient unit manager. The role is ultimately accountable to the Mental Health Service Manager.

1.5 Core Functions:
It is intended that this role undertake the following key tasks:

(a) Provide professional support education, training and supervision to inpatient psychiatric nursing staff.

(b) Monitor and advise on standards of psychiatric nursing practice within an inpatient unit and develop strategies to meet identified needs.

(c) Identify models of best practice in psychiatric inpatient nursing and assist in their implementation.

(d) Facilitate preceptorship of student nurses, graduate and post graduate nurses on the inpatient unit.

(e) Participate in the development and implementation of a professional psychiatric nursing development program for the inpatient unit.

(f) Participate in the development and implementation of refresher, re-entry to practice and supervised practice programs within the inpatient unit.
(g) Assist psychiatric nurses in the development of individual professional development plans.

(h) Contribute to quality improvement and research activities focused on further developing best practice acute inpatient psychiatric nursing.

(i) Participate in education and staff development committees and reference groups as required.

2. Role statement - Psychiatric Nurse Consultant RPN5

2.1 Background
A statewide framework for the training and development of the mental psychiatric nursing workforce was agreed and implemented as part of the 2000 Psychiatric Services Enterprise Bargain Decision

A Statewide Education Training and Development Reference Group has been established and is responsible for overseeing the implementation of a Professional Development Package.

The following role statement for a RPN5 Nurse Consultant forms a key component of the professional development package.

2.2 Role
The role will be responsible for the coordination and implementation of education; training and professional development programs for psychiatric nurses. The role will not carry a clinical caseload.

2.3 Scope
The role will address psychiatric nurse education, training and development across the service.

2.4 Accountability
The Psychiatric Nurse Consultant RPN5 reports to the Senior Psychiatric Nurse for the service and is expected to work collaboratively with other senior nurses and program managers. The role is ultimately accountable to the Mental Health Service Manager.

2.5 Core Functions
This role is to undertake the following key tasks:

(a) Provide leadership in the provision for psychiatric nursing education, training and professional development program delivery, including:

   (i) Graduate year nursing programs, undergraduate and postgraduate psychiatric nursing;

   (ii) Core competency training packages;

   (iii) Specialised training packages

   (iv) Re entry, Refresher and Supervised Practice Programs

   (v) Clinical Supervision

(b) Provide professional support to the RPN4 Clinical Educator.

(c) Undertake quality improvement activities.

(d) Be accountable for programs being conducted within the allocated psychiatric nurse training and professional development budget.
(e) Contribute to development of a psychiatric nurse performance review system and participate in the design and delivery of staff development programs arising as a consequence.

(f) Represent psychiatric nursing education, training and professional development issues on service wide committees.

(g) Assist in establishment of and participate in a reference group with other RPN5 Psychiatric Nurse Consultants.

3. Role Statement - Senior psychiatric nurse RPN6/7

3.1 Background
A statewide framework for the training and development of the psychiatric nursing workforce has been agreed and implemented as part of the 2000 Psychiatric Services Enterprise Bargain Decision.

A Statewide Education Training and Development Reference Group has been established and is responsible for overseeing the implementation of a Professional Development Package.

3.2 Role
The role will ensure the provision of professional supervision and support to psychiatric nurses to ensure the effective delivery of quality clinical services and increased knowledge and skills of staff. The role is not expected to carry a clinical caseload.

3.3 Scope
The role will address psychiatric nurse education, training and development across the service.

3.4 Accountability
The Senior Psychiatric Nurse reports to the Mental Health Service Manager.

3.5 Core Functions
This role is to undertake the following key tasks:

(a) Provide psychiatric nursing leadership within mental health service.

(b) Responsible for overall development and implementation of training and development strategy for psychiatric nursing workforce.

(c) Ensure best practice standards on psychiatric nursing within the defined service.

(d) Develop and promote quality improvement activities and research.

(e) Develop and implement strategies addressing workforce planning and development issues in consultation with service managers and in accord with the agreed staffing plan for the service.

(f) Represent the psychiatric nursing workforce within and to the management of the mental health service and the management of the broader health service within which psychiatric services are delivered.

(g) Advance the utilisation of psychiatric nurse research outcomes into clinical best practice and standards.

(h) Supervise RPN 4 Clinical Educator and RPN5 Psychiatric Nurse Consultants employed within the service.
Schedule 4 - Miscellaneous

The Parties agree that this Schedule will be part of the modernisation process referred to in clause 9 of the Agreement.

1. Application process to be classified to RPN 2 psychiatric clinical nurse specialist (PCNS) and RPN 2 advanced.

For applications for the classification of RPN 2 PCNS or RPN 2 Advanced the following is to apply:

(a) Each Employer will arrange, at regular times and not less than four occasions per year, for the calling of applications for classification to RPN 2 PCNS or RPN 2 Advanced. This information is to be permanently available to Psychiatric Nursing staff. All applications are to be considered on merit against the criteria.

(b) Prospective applicants are encouraged to discuss RPN 2 PCNS or RPN 2 Advanced position with their Unit Manager prior to submitting an application. Written application is to be made to the Unit Manager.

(c) Interviews may be conducted by a Psychiatric Nursing panel of no more than three and will include the Unit Manager, Associate Nurse Unit Manager or Psychiatric Nurse Consultant and one other. The decision to conduct formal interviews or not will be at the discretion of the Employer. However, no application will be refused solely on the basis that an interview was not conducted.

(d) Some Employers (for example, where service delivery is similar across the facility) may wish to operate with an 'umbrella' committee for the purpose of interviews.

(e) The successful applicant will be notified in writing within seven days. The pay office will be informed of the new classification at the same time, with implementation to occur from the next pay period.

(f) If the applicant is unsuccessful, the applicant will be notified of the outcome within seven days and an explanation will be given as to the reasons for the decision and may, at the employee's request, also include suggestions for a professional development plan.

(g) Each Employer will implement an appeal process. The appeal is to be lodged by the applicant with the Unit Manager within two weeks of receiving the rejection letter and heard by the Appeal Committee within four weeks.

(h) An independent appeal panel comprised of RPNs will be convened, from any of the following or their nominees:

   (i) The Mental Health Program Director howsoever titled;

   (ii) The Senior Psychiatric Nurse;

   (iii) Nurse Unit Manager;

   (iv) An RPN 2 PCNS or RPN 2 Advanced or other nominee as appropriate.

The appeal panel shall not include any person involved in the making of the original decision.
2. **Letter of Appointment**

The letter of appointment will contain the following information:

1. Name of Employer.
2. Employee's classification, increment and job title
3. The mental health workplace/campus/location where the person is to be situated
Terms and Conditions of employment will be governed by this Agreement.
4. Their mode of employment.
5. Fortnightly hours will be_______and for part timers (by mutual agreement) additional shifts may be added. Shifts will be worked in accordance with roster. Payment of additional shifts will not be at casual rates. If you agree to work regular additional shifts your letter of appointment will be varied accordingly.
6. Specified employment is ongoing unless a valid fixed term appointment is proposed.
7. Date of commencement.
8. Acknowledgment (where applicable) of prior service/entitlements to sick leave, long service etc.
9. Other information as required depending on the nature of the position.
10. Relevant qualifications and allowances payable.
Schedule 5 – Classification definitions applying to health professionals

1. Classification definitions - UG1 definitions (alphabetical order)

1.1 Music Therapy

1.1.1 Music Therapist Grade 1 (Qualified)

An Employee employed as such with a tertiary degree or an equivalent qualification in the field of music therapy or such course recognised by the Australian Music Therapy Association as being equivalent.

1.1.2 Music Therapist Grade 2

A Music Therapist who is required to undertake additional responsibilities, for example:

   a. teaching Music Therapy students;

   b. being required to take charge of a Music Therapy section of the therapy department; or

   c. holding an equivalent position at a smaller establishment, such as a day hospital/centre, nursing home or community health centre.

1.2 Occupational Therapy

1.2.1 Occupational Therapist Grade 1 (Qualified)

An Employee employed as such who holds a Bachelor of Applied Science (Occupational Therapy) or equivalent or who is a graduate of an Occupational Therapy Training Centre recognised by both or either of the Australian Association of Occupational Therapists Victoria and the World Federation of Occupational Therapists.

1.2.2 Occupational Therapist Grade 2

An Occupational Therapist who is required to undertake additional responsibilities, for example:

   a. teaching Occupational Therapy students; or

   b. is required to take charge of a section of the Occupational Therapy Department; or

   c. holds an equivalent position at a smaller establishment, such as a day hospital/centre, nursing home or community health centre.
1.3 Physiotherapy

1.3.1 Physiotherapist Grade 1 (Qualified)

An Employee employed as such holding a Degree or Diploma approved by the Physiotherapy Registration Board of Victoria for registration.

1.3.2 Physiotherapist Grade 2

A Physiotherapist who is required to undertake additional responsibilities, for example:

a. teaching Physiotherapy students; or

b. perform work which requires special knowledge and depth of experience in any one or more of the following: neurosurgery, surgical thoracic, plastic surgery, cerebral palsy, traumatic spinal cord lesions; or

c. is required to take charge of a section of the Physiotherapy Department; or

d. holds an equivalent position at a smaller establishment, such as a day hospital/centre, nursing home or community health centre.

1.4 Play Therapist

1.4.1 Play Therapist Grade 1 (qualified)

Any person who holds a Bachelors degree in Early Childhood Studies, Bachelor of Teaching (Primary) or other Bachelor qualification as recognised by the Australasian Association of Hospital Play Therapists.

1.4.2 Play Therapist Grade 2

A Play Therapist appointed to the grade with additional responsibilities, including:

a. supervising Play Therapy staff (qualified and/or unqualified);

b. supervising/teaching of play therapist students;

c. is in charge of a section of the Play Therapy Department, or holds an equivalent position at a small establishment, such as a day hospital/centre, nursing home or community health service;

d. performs work which requires special knowledge and depth of experience;

e. client and group program supervision and/or evaluation;

f. research/case studies;

1.5 Recreation Therapy
1.5.1 Recreation Therapist Grade 1 (Qualified)

An Employee employed as such with a degree or equivalent in Recreation or Physical Education or equivalent.

1.5.2 Recreation Therapist Grade 2

A Recreation Therapist required to undertake additional responsibilities, for example:

   a. teaching Recreation Therapy students; or

   b. required to take charge of a recreation therapy section of the therapy department; or

   c. holds an equivalent position at a smaller establishment, such as a day hospital/centre, nursing home or community health centre.

1.6 Social Work

1.6.1 Social Worker Grade 1 (Qualified)

An Employee employed as such whose qualifications make him or her eligible for membership of the Australian Association of Social Workers and who is formally employed as a Social Worker.

1.6.2 Social Worker Grade 2

A Social Worker who is required to undertake additional responsibilities, for example:

   a. teaching Social Work students; or

   b. is required to perform work which requires special knowledge and depth of experience in any one or more of the following:

       a)  *individual and family and/or group practice; or*
          *program development and management; or*
          *research evaluation;*

   c. is required to take charge of a section of the Social Work Department.

1.7 Speech Pathology

1.7.1 Speech Pathologist Grade 1 (Qualified)

An Employee employed as such holding a Bachelor of Applied Science in Speech Pathology or an equivalent qualification as recognised by Speech Pathology Australia.
1.7.2 Speech Pathologist Grade 2

A Speech Pathologist who is required to undertake additional responsibilities, for example:

a. supervising Speech Pathology students; or

b. is required to take charge of a section of the Speech Pathology Department; or

c. holds an equivalent position at a smaller establishment, such as a day hospital/centre, nursing home or community health centre.

1.8 General Definitions

1.8.1 Senior Clinician (Grade 3)

A Physiotherapist, Occupational Therapist, Speech Pathologist, Social Worker, Music Therapist, and Recreation Therapist with at least 7 years’ experience, possessing specific knowledge in a branch of the profession and working in an area that requires high levels of specialist knowledge as recognised by the Employer.

A Senior Clinician, Grade 3, may also be required to undertake administrative work and/or manage/supervise staff.

Parameters of this position would include some of the following: consultative role, lecturing in their clinical speciality, teaching under graduates and/or post-graduate students and providing education to staff from other disciplines.

In addition to other descriptors, a Grade 3, Senior Clinician, however characterised in a community health or similar setting can manage multidisciplinary and/or discipline specific health professional staff and/or other staff.

1.8.2 Grade 4 Allied Health

A Physiotherapist, Occupational Therapist, Speech Pathologist or Social Worker with at least 10 years’ postgraduate experience, who holds significant educational, administrative and managerial responsibilities as designated by the Employer and is at a supervisory level in one or more of the specific branches of the discipline which require extensive specialised knowledge and performance. Other responsibilities would include management of the department’s clinical teaching, research program or quality assurance programme. This role may manage/supervise staff within a program and may report to a Chief/Director/Manager of Allied Health or similar, however characterised, as required by the organisation.

An Employer is not obliged to employ to the Grade 4 Allied Health classification unless the work described by this classification is required by the Employer to be undertaken by the Employee.

1.8.3 Allied Health Grade 4/Clinical Educator (Department of 25 or more)
A Physiotherapist, Occupational Therapist, Speech Pathologist or Social Worker in a large or multi-campus department with at least 10 years’ postgraduate experience, who is required to undertake significant educational, administrative and managerial responsibilities and is at a supervisory level in one or more of the specific branches of the discipline which require extensive specialised knowledge and performance. Other responsibilities would include management of the department’s clinical teaching, research program or quality assurance programme. An Employer is not obliged to employ to the Grade 4 Allied Health/ Clinical Educator classification unless the work described by this classification is required by the Employer to be undertaken by the Employee.

1.8.4 All other Deputy Chief Positions

An Employee qualified in the profession and required to assist and to deputise for the Chief where the Chief is classified at Grade 2 or higher.

1.8.5 All Other Chief Positions

An Employee who is required to undertake responsibility for the organisation of the department and the supervision of staff and/or to manage a service wide program and who has responsibility for budgets, management of staff, clinical and service outcomes in the program, provision of professional leadership and guidance of staff.

An Employee classified in a Chief position may be responsible for a program across a number of sites, or be responsible for a multi disciplinary health professional structure across a number of sites or a large department / program for a single professional stream.

Full time professional in the Chief and Deputy classifications is the effective full time (i.e. divide the number of hours regularly worked by the health professionals that report to the Chief /Deputy and divide by 38 to derive the effective full time).

1.8.6 Chief Grade 1

An Employee in charge of 1-5 full-time professionals and/or other Employees totalling at least 6 in number.

1.8.7 Chief Grade 2

An Employee in charge of 6-14 full-time professionals and/or other Employees totalling at least 15 in number.

1.8.8 Chief Grade 3

An Employee in charge of 15-24 full-time professionals and/or other Employees totalling at least 26 in number.

1.8.9 Chief Grade 4
An Employee in charge of 25-39 full-time professionals and/or other Employees totalling at least 28 in number.

1.8.10 Chief Grade 5

An Employee in charge of 40 and over full-time professionals and/or other Employees totalling at least 46 in number.

2. Classification definitions - Other definitions

2.1 Child Psychotherapy

An Employee employed as such with a relevant tertiary qualification and eligible for membership of the Victorian Child Psychotherapists Association Inc.

2.1.1 Level 1 - Child Psychotherapist

a. Holds a basic bachelor degree in Occupational Therapy, Psychology or Social work and has at least two years post graduate clinical experience in a child mental health setting as a pre-requisite for acceptance into Psychotherapy training.

b. Is undertaking a recognised post-graduate study as a Psychotherapist.

c. Provides a clinical service under supervision. Provided further that an Employee classified at level 1 shall have his or her years of service recognised one, two or three years in advance if the Employee holds an Honours, Masters or Doctorate respectively.

2.1.2 Level 2 - Qualified Child Psychotherapist

a. Has completed a post-graduate course of study in Psychotherapy.

b. Provides a clinical service.

2.1.3 Level 3 - Senior Child Psychotherapist

An Employee who is required to:

a. provide a specialist clinical service;

b. teach and supervise Employees on a recognised Psychotherapy training program;

c. provide a Psychotherapy component to the Child and Family Psychiatry Department's Continuing Education Program;

d. accept responsibility for a clinical consultation service to professional staff within and external to the hospital.
2.1.4 Level 4 - Principal Child Psychotherapist

a. Holds a basic bachelor degree in an appropriate field.

b. Has at least 5 - 6 years’ clinical experience since completing a post-graduate course in Psychotherapy.

c. Is expected to ensure and maintain the provision of a high professional standard of specialised psychotherapy service delivery.

d. Is responsible and accountable for the administration of a psychotherapy unit within an organisation.

e. Is responsible for formulating and implementing policies for the psychotherapy discipline in consultation with the Professor/Director of the Department of Child and Family Psychiatry.

f. Is responsible for the clinical supervision of qualified psychotherapy staff.

g. Holds major training responsibilities in one or more of the Psychotherapy Training Schools.

h. Is responsible for initiating and conducting relevant research.

2.2 Welfare Work

**Welfare Work** within Social and Community Service includes:

- information collection and provision related to benefits and services and community resources available to clients;
- assistance in the resolution of specified problems;
- supportive counselling to clients without complex personal problems;
- direct service provision and care for people in residential settings, day and occasional care settings;
- referral and liaison to other professionals and agencies;
- community work including the organising of community facilities to meet gaps in services or developing community interest and action in providing for social welfare needs.

2.2.1 Qualified Welfare Worker

a. An Employee working in the field of social and community service who is qualified from a tertiary institution after two years’ study (one year if admission age is 21 years or over) including major studies in welfare work.

b. Provided that an Employee covered by this classification may, by way of practical experience in welfare work or related areas of employment, be recognised by notice in writing by his or her Employer as coming within the scope of this definition.

2.2.2 Welfare Worker Class I
a. All qualified Welfare Workers, who are required to perform their duties under supervision.

b. A sole Welfare Worker with less than twelve months' experience shall be paid during his/her first twelve months at the rate of Welfare Worker class I, year 4.

2.2.3 Welfare Worker Class II

All qualified Welfare Workers, who are required to undertake some administrative responsibility, including:

a. a Welfare Worker who is required to take charge of an agency or department, with a staff of up to 3 workers covered by the Determination, or with a staff of at least one worker covered by the Determination and other Employees, totalling at least 6 in number, who are employed as part of the permanent establishment on a regular monthly contract of employment of at least the normal full-time ordinary hours of such agency or department;

b. a sole Welfare Worker who shall have a minimum of twelve months’ experience (although this condition may be waived by mutual agreement between the Employer and Employee);

c. a Welfare Worker who is required to be responsible for a major activity or group of activities within an Agency or department; or

d. a Welfare Worker appointed as a Deputy to a Welfare Worker Class III.

2.2.4 Welfare Worker Class III

All qualified Welfare Workers who are required to:

a. take charge of an Agency or Department with a staff of more than 3 and up to 7 workers, covered by the Determination, or with a staff of at least two workers covered by the Determination, plus other Employees totalling 12 in number, who are employed as part of the permanent establishment on a regular monthly contract of employment of at least the normal full-time ordinary hours of such Agency or Department;

b. a Welfare Worker who acts as a Deputy to a Welfare Worker Class IV;

c. a Welfare Worker in a position which requires special skill and experience and where the responsibilities are mutually agreed by the Employer and Employee to be equal to those of a Welfare Worker appointed under (i) hereof.

2.2.5 Welfare Worker Class IV

All qualified Welfare Workers who are required to undertake senior administrative responsibilities including:
a. a Welfare Worker in charge of an Agency or Department with a staff of 8 or more Employees, covered by the Determination, or with a staff of at least 6 Employees covered by the Determination, plus other Employees totalling at least 13 in number who are employed as part of the permanent establishment on a regular monthly contract of employment of at least the normal full-time ordinary hours of such Agency or Department;

b. any Welfare Worker employed in a position the responsibilities of which are mutually agreed by the Employer and the Employee to be equal to those of a Welfare Worker employed under (a) hereof.

2.2.6 Provided that where an Employee under clause 27.4 is reclassified by his or her existing Employer from class I to class II or class II to class III, the following shall apply:

a. A Welfare Worker (qualified) class I, year 7 and thereafter appointed to class II shall be paid at the class II, year 4 and thereafter rate;

b. A Welfare Worker (qualified) class I, year 6 appointed to class II shall be paid at the class III, year 3 rate;

c. A Welfare Worker (qualified) class I, year 5 appointed to class II shall be paid at the class II, 2nd year rate;

d. A Welfare Worker (qualified) class II, year 4 and thereafter appointed to class III shall be paid at the class III, year 2 rate.

2.2.7 For the purposes of 3.2, yearly increments are based on years of full-time practical experience or service or part-time equivalent service in the performance of welfare work.

2.3 Community Development Work

Community means a group defined in geographical, cultural, economic, social, demographic, special interest, and/or political terms and is deemed to include those based on gender, race, ethnicity, disability, workplace, residence or age and may be self defined;

Community Development Work means working with a community to address issues, needs and problems for that community through facilitating collective solutions, by the use of one or more of the following:

- research and analysis of community issues, needs or problems;
- development and maintenance of community resources;
- community organisation;
- development, maintenance and evaluation of community programs;
- community policy development, interpretation and implementation;
- community planning;
- representation, advocacy, negotiation and mediation within and between communities, agencies, institutions and government;
- development and maintenance of networks;
• liaison with community groups, other workers and professional, agencies and government;
• development and transfer of skills and knowledge in community organisation, community education, advocacy, resource development, cultural awareness and other relevant areas, within the community;
• public and community education and public relations;
• preparation and distribution of written, audio-visual and other material as required;
• administrative tasks associated with the maintenance of 'community' projects including preparation of submissions, reports of financial documentation;
• assisting individual members of a community in relation to other professionals, institutions, community agencies, government and other bodies;
• community campaign development and organisation, but excluding the predominant use of direct service delivery to clients, individual casework and counselling.

2.3.1 Community Development Worker

Any person (however titled) carrying out Community Development Work in:

a. community or neighbourhood houses and learning centres;

b. community housing or tenant's rights services or projects;

c. equal opportunity or affirmative action projects;

d. women's service or projects;

e. disabilities rights projects and services for people with disabilities;

f. community financial counselling services, community legal services, social justice services or projects, community health and occupational health and safety projects;

g. self-help groups or projects;

h. environmental action groups or projects;

i. community information projects or services;

j. community arts, writing, theatre or other cultural projects;

k. international aid agencies or projects; or

l. any agency, group, project or service including the following;

• aboriginal community workers, including Aboriginal Health Liaison Officers;
• ethnic community workers (however titled), including Ethnic health workers; or
2.3.2 Qualified Community Development Worker

a. An Employee engaged in Community Development Work who holds a post-secondary qualification in Community Work, Community Education Multicultural or Ethnic Studies, Aboriginal Studies, Urban Studies, Community or Welfare Administration (all however titled) or a related and relevant post secondary qualification from a post-secondary educational institution.

b. For the purposes of this clause 3.3, post-secondary qualifications in Social Work, Welfare Work and Youth Work (however titled) are recognised as relevant qualifications.

c. An Employee may, through practical experience and skills in Community Development Work, or related areas of employment, be recognised by notice in writing by the Employer as coming within the scope of this definition.

d. An Indigenous Community Worker who has participated in relevant short courses of training in the practical skills of community development work is deemed to be a Qualified Community Development Worker when engaged in Community Development Work with or within his or her 'Indigenous Community'.

2.3.3 Indigenous Community Development Worker

An Employee who has:

a. direct life experience in and as a member of a particular 'community' (as defined) from which the Employee is drawn and in which she or he is working;

b. knowledge, skills and experience of the culture in which she or he belongs;

c. fluency in the community language/s (where relevant).

2.3.4 An 'Indigenous Community Development Worker' includes an Aboriginal worker working with an Aboriginal Community, an Ethnic Worker working with the relevant Ethnic Community and a Self-Help Worker employed to work with the Self-Help community from which she or he came. Community Development Worker Class I

a. All persons who are performing Community Development Work under the direct supervision of more experienced community development workers who must be based in the same workplace as the persons being supervised.

b. A qualified Community Development Worker with less than twelve months' experience who is being supervised by a more experienced qualified Community Development Worker shall commence at the rate of class I, year 2, unless the supervised worker is a qualified Social Worker or holds a post-
2.3.5 Community Development Worker Class II

cia. An Employee who is performing Community Development Work and who is not working under the direct supervision of a more experienced community development worker and includes a sole community development worker employed in a workplace or one who has unsupervised administrative responsibilities.

c. A qualified Community Development Worker under direct supervision who has administrative responsibilities shall commence at not less than class I, year 3, notwithstanding any of the above commencement rates.

d. A qualified Welfare Worker (as defined) performing community development work without direct supervision shall commence at not less than class II(a), year 3.

e. A qualified Youth Worker (as defined) performing community development work without direct supervision shall commence at not less than class II(a), year 5.

f. A sole Community Development Worker employed in a workplace or a community development worker performing outreach community development work shall commence at not less than class II(a), year 5.

g. A Community Development Worker who is performing social research shall commence at not less than class II(a), year 7 unless the worker possesses a social work qualification or a post-graduate qualification in community development work or a qualification in social or behavioural sciences, in which case the worker shall commence at no less than the level defined for these qualifications.

h. A Community Development Worker working without direct supervision who possesses a qualification in community development work other than a post-graduate qualification shall commence at not less than class II(a), year 7.

i. A Community Development Worker with a tertiary qualification in the social and behavioural sciences shall commence at not less than class II(a), year 7.
j. A qualified Social Worker or Community Development Worker holding a post-graduate qualification in community development work performing community development work shall be employed at the classification class II(b).

k. A Community Development Worker engaged in policy development or policy advice shall commence at not less than class II(b), year 1.

l. A Community Development Worker engaged in community education or community training programs shall commence at not less than class II(b), year 1.

m. A qualified Social Worker shall commence at not less than class II(b), year 1.

n. A qualified Community Development Worker with a post-graduate qualification shall commence at not less than class II(b), year 2.

2.3.6 Community Development Worker Class III

All persons performing Community Development Work who are required to provide direct supervision of other community development workers, administrative or support workers. A community development worker employed in a position which requires special skill and experience and where the responsibilities are mutually agreed by the Employer and Employee to be equal to those of a Community Development Worker Class III may be employed as such.

For the purposes of clause 3.3, yearly increments are based on years of full-time practical experience or service or part-time equivalent in the performance of community development work.

2.4 Health Information Management

2.4.1 Health Information Manager Grade 1 (Qualified)

An Employee employed as such who has passed examinations qualifying him/her for admission as a full graduate of the Health Information Management Association of Australia.

2.4.2 Health Information Manager Grade 2

A Health Information Manager who is required to undertake additional responsibilities, for example:

a. responsibility for clinical trial/data management at recognised trials including national and international trials; or

b. being required to take charge of a department where no other Health Information Manager is employed; or

c. being required to perform work which requires special knowledge and depth of experience; or
d. holding an equivalent position at a smaller establishment, such as a day hospital/centre, nursing home or community health centre.

2.4.3 Health Information Manager Grade 3

A Health Information Manager with at least 7 years post graduate experience, possessing extensive knowledge in one or more specific branches of the profession, with a proven record in teaching and/or research, and working in an area that requires high levels of specialised knowledge and performance. Areas of specialty may include casemix analysis and clinical costing, specialised information technology software development and/or application, provision and/or supervision of services across a number of different (geographically or by service type) facilities, coordination of a Clinical Trials service and/or Quality Assurance project work.

Parameters for this position may include some of the following: consultative role, specialised project work, lecturing in their clinical speciality, teaching undergraduate and/or post graduate students, and providing supervision and education to other Health Information Managers and staff from other disciplines.

2.5 Health Information Manager Chief Positions

2.5.1 Chief HIM Grade 1

An Employee in charge of 1-5 full time health information managers and/or other Employees totalling at least 6 in number.

2.5.2 Chief HIM Grade 2

An Employee in charge of 6-14 full time health information managers and/or other Employees totalling at least 15 in number.

2.5.3 Chief HIM Grade 3

An Employee in charge of 15-24 full time health information managers and/or other Employees totalling at least 26 in number.

2.5.4 Chief HIM Grade 4

An Employee in charge of 25-39 full time health information managers and/or other Employees totalling at least 28 in number.

2.5.5 Chief HIM Grade 5

An Employee in charge of 40 and over full time health information managers and/or other Employees totalling at least 46 in number.

2.6 Youth Worker

**Youth work** means working with or for young people towards their personal and social development during their transition from childhood to adulthood, by use of one or more of the following functions, and shall include:
• collection and distribution of materials and information pursuant to their development and need;
• assistance in the resolution of specific problems;
• provision of activities and facility management for leisure time;
• liaison with and referral to other professionals and agencies;
• supportive counselling to young people with personal problems or those confronting crisis; and
• coordination of activities or facilities for the development of independent living skills.

2.6.1 Qualified youth worker

a. An Employee engaged in youth work (as defined) who holds a Diploma in Youth Studies (however titled) or a related tertiary qualification which requires at least three years study at a university or college of advanced education with a major in the group dynamics and behavioural studies area.

b. Provided that an Employee may, by way of practical experience in youth work or related areas of employment, be recognised by notice in writing by his or her Employer as coming within the scope of this definition.
VICTORIAN PUBLIC MENTAL HEALTH SERVICES ENTERPRISE AGREEMENT 2012-2016

Schedule 6 – Classification definitions applying to management and administrative officers

Part 1

1. This classification structure applies to Management and Administrative Officers other than where expressly excluded below.

2. This classification structure does not apply to:
   2.1 Management and Administrative Officers who are employed by the Royal Children’s Hospital. Such Employees shall be classified pursuant to Part 2 of this Schedule.
   2.2 Positions as classified under Part C and/or Part D of this Agreement.
   2.3 Positions that are covered by Government Sector Executive Remuneration Policy. Chief Executive Officer and Senior Executive classifications are included in the classification system to demonstrate potential career paths available within the Victorian public health sector.

3. GRADE 1

   3.1 Description

   3.1.1 Positions at the Grade 1 level are regarded as base grade administrators or operators within a defined activity.

   3.2 Work Level Standard

   3.2.1 Grade 1 level positions require knowledge associated with several years experience or technical training. They require performance of related tasks within a defined area of activity which have clearly defined objectives. They require the ability to obtain cooperation to comply with technical and administrative arrangements, or to provide information and advice to members of the public consistent with organisational guidelines.

   3.2.2 There are established procedures for performing tasks. Positions are well defined, with standardised procedures, although the tasks performed may require the use of a number of accepted methods or systems. The most suitable course of action is selected from a limited range and effective choice is guided by precedent or rule and can be learned.

   3.2.3 The positions' progress is closely monitored against standards, targets or budgets, though there is limited flexibility in the means of achieving these. The positions report frequently on work progress and/or receive instructions which determine the work program and the standards to be achieved. The positions are required to analyse
situations or information, clearly and accurately communicate information, or make recommendations to peers or immediate supervisors.

3.3 **Typical Role/Duties**

3.3.1 Prepare statistical reports and summaries and monitor and check accuracy of reports;

3.3.2 Monitor daily billings and collections by cashiers and banking;

3.3.3 Process standard claim forms, ensuring that all legislated procedural requirements are met;

3.3.4 Train new Employees in basic clerical or administrative functions;

3.3.5 Follow progress of invoices, orders or payments to ensure action occurs as specified in these documents;

3.3.6 Undertake enquiries related to work area; for example the availability of ordered stock, the best available price for ordered items, overdue accounts;

3.3.7 Maintain accurate and effective filing systems;

3.3.8 Communicate with external organisations such as health insurance funds, Accident Compensation Commission, Veterans' Affairs, and WorkCover claims administration agents regarding payment of accounts;

3.3.9 Prepare minutes and agendas, and coordinate meeting dates for committee meetings.

4. **GRADE 2**

4.1 **Description**

4.1.1 Positions at this level are regarded as supervisory positions coordinating a small work group; or

4.1.2 as an entry level specialist role within a particular technical or professional area; or

4.1.3 experienced operators within a specific activity.

4.2 **Work Level Standard**

4.2.1 Undertaking Certificate/Diploma level in accordance with the Australian Quality Training Framework or equivalent. Grade 2 positions require technical/administrative training with several years' experience, or equivalent work.
experience. They require supervisory or technical leadership within one or two activities which have well defined objectives. Good persuasive skills are required to obtain cooperation in the achievement of objectives or for the communication of technical or administrative information.

4.2.2 Positions are clearly defined and procedures established and standardised, however there is a range of varied techniques and methods available to perform work. Election of the most suitable courses of action is aided by rules, guides, procedures or precedent.

4.2.3 Although the positions' work progress is closely monitored against standard, budgets or targets, there is some flexibility in the means for achieving these. The positions generally report frequently on progress and performance. Supervisory positions may share accountability for actions or decisions with peers or line management, while technical or professional specialists are one of a number of sources which analyse and provide advice or a specialised service.

4.3 Typical Role/Duties

4.3.1 Supervise the day to day activities of a small group of staff (relative to the size of the organisation) within a specified function (e.g. payroll, patient accounts);

4.3.2 Liaise with immediate supervisor and middle management level positions to seek and provide information;

4.3.3 Establish and maintain appropriate work patterns and procedures for the function supervised;

4.3.4 Administer the function to ensure current policy and procedures are understood and adhered to;

4.3.5 Prepare reports for use by management;

4.3.6 Liaise and consult with external agencies (e.g. Medicare, Health Insurance Funds, Transport Accident Commission, WorkCover) with regard to routine transactions;

4.3.7 Liaise with patients/clients to obtain information and discuss problems in relation to routine transactions;

4.3.8 Liaise with suppliers for the routine purchase and delivery of health service supplies.

5. GRADE 3

5.1 Description
5.1.1 Positions at this level are regarded as senior supervisory positions overseeing a small to medium sized work group (relative to the size of the health service); or

5.1.2 a specialist role within a particular technical or professional position; or

5.1.3 administrators responsible for a specified activity recognised across the health service.

5.2 Work Level Standard

5.2.1 Positions require proficiency in the use of established technical or administrative processes through a number of years experience in the field or a qualified tertiary graduate. They demonstrate supervisory or technical leadership for a distinct activity which may need to be coordinated with other activities. Positions require the ability to obtain co-operation and assistance in the administration of well defined activities and/or to influence others in the achievement of set objectives.

5.2.2 The broad parameters of the position are clearly defined, although judgement may be required to select from a range of standardised systems or techniques. Precedent or standard procedures or instructions generally exist for most work situations and policy guidelines may assist in the selection of the most suitable course of action.

5.2.3 Supervisory positions independently organise and oversee the day-to-day activities of subordinate staff within clearly defined standards, budgets and time frames. Specialist positions provide sound technical advice to peers, and to more senior positions. All positions are responsible for recommending or accepting particular actions.

5.3 Typical Role/Duties

5.3.1 Recruit and select permanent and temporary staff for general positions;

5.3.2 Coordinate and submit consolidated reports;

5.3.3 Implement controls and systems to ensure resources are fully utilised and health service policies are implemented;

5.3.4 Develop and present training programs;

5.3.5 Liaise with senior staff to obtain and present information;

5.3.6 Allocate and control staff and resources to ensure activities of the work area are carried out efficiently and effectively;

5.3.7 Monitor safe work practices and security standards to maintain a safe and secure environment;
5.3.8 Assist staff with problems, and recommend action to be taken.

6. **GRADE 4**

6.1 **Description**

6.1.1 Positions at this level are regarded as middle management in control of a medium workforce; or

6.1.2 administrators managing a function, or an experienced specialist role within a particular technical or professional discipline.

6.2 **Work Level Standard**

6.2.1 Positions require proficiency in the use of broad technical or administrative processes through a number of years of experience in the field or to be a tertiary graduate with a number of years experience in the field. They require understanding and/or leadership across an activity, which may need coordination with other activities. Considerable persuasive skills are required for successful adoption of operational schedules and to gain cooperation of the workforce.

6.2.2 The broad parameters of the job are well known but are often diverse and require judgement in selecting the appropriate action. Problems are generally manageable and solutions guided by precedent and practice.

6.2.3 Management positions are accountable for the scheduling and implementation of major work programs within defined budgets and policy guidelines. Specialist jobs provide authoritative advice to peers and more senior positions in the discipline. As such all positions are predominantly responsible for the action undertaken.

6.3 **Typical Role/Duties**

6.3.1 Provide advice on techniques and procedures for occupational health and safety matters;

6.3.2 Undertake quality and risk management programs to ensure the achievement of required standards;

6.3.3 Develop rosters for the cleaning of all wards and presentation of gardens involving up to 100 staff;

6.3.4 Prepare reports on service delivery development and undertake special projects for the health service and Department of Human Services/Department of Health;
6.3.5 Review the staff profile and adjust where necessary to maintain the integrity of reports and the internal staff profile, advise on funding available for staffing requirements;

6.3.6 Oversee and contribute to the formulation, implementation and ongoing review of staff induction and training programs;

6.3.7 Collaborate with senior management, Medical Officers, injured Employees, unions and rehabilitation providers to devise, plan and implement rehabilitation programs;

6.3.8 Review existing computer software effectiveness with a view to enhancing its functionality and develop software to meet new requirements; (to be re-visited)

6.3.9 Prepare and interpret financial budgets, annual returns and comparative monthly statements.

7. **GRADE 5**

7.1 **Description**

7.1.1 Positions at this level are senior managers, professionals and specialists who are generally responsible for a significant operational area, function or department within a division or health care services unit; or

7.1.2 multi-function manager of smaller health services providing a range of services across the agency.

7.2 **Work Level Standard**

7.2.1 A high degree of proficiency in the use of technical or administration processes through extensive experience would be typical at this level along with appropriate qualifications. Understanding and leadership across a number of activities within the major program require considerable coordination skills. It also requires persuasive ability to gain the commitment of peers and subordinates in the identification of action plans and managing progress where there are competing activities.

7.2.2 Although work assignments apply familiar techniques and methods, there is also a requirement to recommend the modification or adaptation of techniques and methods that impact upon other areas of the agency. These activities require the detailed analysis of the major alternatives, including cost impact and implications for implementation prior to the presentation of well thought through action plans.

7.2.3 Considerable latitude is provided to senior managers in the design of work programs, independent allocation of resources and control over budgets. Nonetheless, the position operates within the constraints of agency policy/procedure, Department of Human Services/Department of Health guidelines and professional standards. These
positions are held accountable for significant projects or functions which involve a major requirement to make things happen, consistent with the established standards.

7.3 **Typical Role/Duties**

7.3.1 Plan operating budgets and resource requirements to accommodate expanded facilities and services;

7.3.2 Develop menus, oversee food preparation and presentation and manage food supply within budget limits for a medium health service;

7.3.3 Manage a range of services within a small health service covering patient services, finance, personnel, gardening, building maintenance and community relations;

7.3.4 Establish, manage and oversee consultative mechanisms and advise health service management on developing industrial and Employee-related issues;

7.3.5 Represent and advocate on behalf of the health service at industrial relations tribunals and in labour negotiations;

7.3.6 Conduct programmed audits into operational and financial procedures and the safeguarding of assets;

7.3.7 Determine the performance of organisational units in the health service in respect of their financial planning, and control activities in compliance with management instructions, statements of policy and procedures, high standards of administrative practice and health service objectives.

8. **GRADE 6**

8.1 **Description**

8.1.1 Positions at this level are senior managers of large divisions; or

8.1.2 expert managers of complex/advanced functions with agency-wide application; or

8.1.3 executives of smaller or district health services providing a range of services across the agency; or

8.1.4 senior managers of a number of varied functions across the health service.

8.2 **Work Level Standard**

8.2.1 At this level, positions require specialised knowledge resulting from years of experience in health service management. Appropriate tertiary qualifications are
typically required at this level. The knowledge required spans several disciplines and there is a requirement for integration of a range of associated operations as part of a major program delivery. There is a requirement for persuading others to adopt a particular course of action where there are competing objectives and priorities plus a variety of outcomes.

8.2.2 Standard systems, methods and procedures are determined by positions at this level for adherence across a health service or group of specialised health care services. This requires extensive analytical skills in interpreting service needs, general guidelines, local conditions and the achievability of the desired results.

8.2.3 Management positions typically follow operating precedent and procedure but there is latitude in the emphasis given across a range of projects or services. Similarly, positions have a role in the development of business plans, new operation targets and the apportionment of total resources, but there are others who are predominantly responsible for the determination of these aspects. Technical/professional positions are regarded by professional peers as expert in the disciplines covering a complete function where the advice rendered would only be challenged by other experts. In all cases, the position is held accountable for the integrity of the service/project/advice and the achievement of significant standards of performance benefiting the entire agency.

8.3 Typical Role/Duties

8.3.1 Prepare economic and demographic forecasts as part of an overall planning process to determine the future growth and services of the health service;

8.3.2 Develop financial control systems, budget guidelines and reporting mechanisms so that the health service Executive and Board have a complete understanding of the financial viability, efficiency and future options for resource management;

8.3.3 Direct and control a significant service function in a medium to large health service, determining staffing, training, supply and expenditure needs for the division;

8.3.4 Oversee and direct the provision of a comprehensive patient food service, as well as an extensive non-patient service through varied on-site food service outlets, including staff cafeteria, coffee shop, bistro/snack bar;

8.3.5 Advise and counsel management and senior staff on human resource issues, such as disciplinary matters, the identification of new work practices to reduce budget overruns, consultative strategies, training needs and management obligations.

9. GRADE 7

9.1 Description
9.1.1 Positions at this level are executives of small health services administered with the assistance of a central or regional organisation; or

9.1.2 the executive managing a number of smaller health services annexed to a medium to large regional health service; or

9.1.3 manager in charge of a principal division/department of a medium to large health service.

9.2 Work Level Standard

9.2.1 At this level, the emphasis is on the management of a range of service support activities or the management of a major division in a medium sized health service. Appropriate tertiary qualifications are typically required at this level. Activities would embrace the planning, organising, directing and controlling of subordinate staff that in turn have specific technical responsibilities. This requires leadership to gain full integration of support activities affecting the total health service. Positions would require a specialised knowledge resulting from years of experience in administration and management as well as in their field of expertise.

9.2.2 Operating policy and standards to be applied across the health service are established by positions at this level. A good understanding of the health system is required for the position to identify innovative solutions to complex matters affecting the whole of the service delivery.

9.2.3 Direction of the work program is defined in terms of results to be achieved within agreed budgets, the effectiveness of outcomes being subject to ongoing executive, Board and/or Departmental review. Principal management positions within a medium to large health service would provide advice and report to executive positions. Executive positions independently managing small health services with a high degree of delegation would be accountable for the management, administration and operation of such small health services, but would seek advice from their professional peers within a larger health service.

9.3 Typical Role/Duties

9.3.1 Direct and control a range of services within a small health services covering industrial relations, personnel, finance, accounts, patient services, buildings and grounds maintenance, plus community relations;

9.3.2 Prepare, manage and monitor the health service’s budget including the examination of resource utilisation and redeployment of resources to areas to meet priority needs;

9.3.3 Monitor budget and patient throughput targets and take remedial action to ensure that each small or annexed health service meets the conditions of its Health Service Agreement;
9.3.4 Administer and control the financial management and accounting functions of the health service, resulting in guidance to management on the most efficient and effective manner in which the financial resources of the health service can be best utilised;

9.3.5 Provide the management of the health service with information and data that will assist in establishing short, medium and long term goals to ensure that the future planning and direction of the agency is aimed at providing an optimum level of patient and community care.

10. **GRADE 8**

10.1 **Description**

10.1.1 Typically positions at this level operate at the executive level; or

10.1.2 Managers in control of a substantial division/department or facility in a large health service; or

10.1.3 Chief Executives of small hospitals or community health centres.

10.2 **Work level standards**

10.2.1 At this level, the principal emphasis is management of major and large activities embracing the planning, organising, directing and controlling of subordinate staff that in turn have managerial responsibilities. This requires leadership at both a technical and human resource level to gain maximum integration of diverse activities affecting the total health service. Negotiation with external groups on difficult and sensitive health care and service delivery issues would be a regular feature of jobs at this level.

10.2.2 In addition to setting the standards of service across the health service, this position is required to understand community and government needs in relation to health care. This provides the framework for positions at this level to create new services, establish new service standards or reallocate/redesign the ways in which such services are provided to the community.

10.2.3 Direction of the work program is defined in terms of results to be achieved within agreed budgets but with methods being suggested and seldom specified in detail. Judgements on the effectiveness of outcomes are subject to ongoing review and there is a requirement to report to other executives and the Department of Human Services/Department of Health on major issues. Within this context, it is clearly the responsible manager in the areas of delegated accountability.

10.3 **Typical Role/Duties**

10.3.1 Develop and implement plans for future expansion of services and facilities to meet emerging community health needs and operating efficiency constraints;
10.3.2 Direct and control subordinate managers in control of environmental services, linen services, engineering and technical services, human resources, supply, catering, patient services, management information services and public relations;

10.3.3 Represent the health service in meetings with external professional organisations and the Department of Human Services/Department of Health in order to facilitate improved service standards and achievement of budget constraints;

10.3.4 Authorise statutory and other reports as required by the Department of Human Services/Department of Health in relation to service delivery standards and budget status;

10.3.5 Direct and control the full range of services for a small, independent health service, which may include an attached nursing home, including policy development and planning for the short and longer term development of the health services;

10.3.6 Control the accounting and financial reporting functions of business, investment and operational units which are conducted independently of the hospital's operating and funding arrangements;

10.3.7 Direct and control the management and operation of the Central Linen Service providing administrative direction, financial controls, capital replacement and development plans, as well as the determination of a cost structure for the supply of linen to metropolitan hospitals.

11. **GRADE 9**

11.1 **Description**

11.1.1 Positions at this level are Chief Executives of district hospitals or Community Health Centres or equivalent; or

11.1.2 An executive managing the principal functions in a major, multi-faceted, multi-campus institution.

11.2 **Work Level Standards**

11.2.1 At this level, a thorough understanding of health care administration and health care issues is required in order to manage large and complex services, obtain maximum productivity from a large workforce and integrate all aspects of health care. In addition to the direct management of all administrative support functions, positions at this level are required to directly influence clinical and clinical support service delivery. Negotiations at this level occur with professional specialists and significant community representatives in regard to service delivery, facilities and resource requirements.
11.2.2 Because many of the issues are complex and require considerable interpretation, to the major health care issues, this position is required to develop proposals to identify the future plans for the health service and the nature of its services. Influencing factors are diverse and choice often requires a synthesis of opinions, detailed analysis of options and presentation of achievable plans. Support in the management of these issues may be provided, as appropriate, through the Chief Executive, Medical and Nursing Directors, or Executive managers, Department of Human Services/Department of Health representatives and expert consultants in specialist fields.

11.2.3 The achievement of results is substantially vested in this position allowing considerable autonomy in the deployment of allocated resources and management of project plans. At the same time, there is limited freedom to initiate and commit the health service to new ventures without approval from the key stakeholders and Chief Executive/Board. Within the context of approved policy, the position can commit the organisation to major expenditure programs and can act as spokesperson in public forums.

11.3 Typical Role/Duties

11.3.1 Undertake major special projects that substantially reshape the future health care service for a major health service;

11.3.2 Direct and control a comprehensive human resource function in a major or multi-faceted, multi-campus health service providing strategic advice to the Executive, and directing a range of activities including workforce planning; organisation and policy development; industrial relations; salary administration; occupational health and safety policy, training and procedures; rehabilitation and WorkCover claims management and representation; personnel administration; staff development and training; staff counselling and the selection, recruitment and termination of Employees;

11.3.3 Manage the full range of administrative and support functions and services for a large health service, identify outcomes, resources and standards of operation and manage specific issues, to improve operating efficiency and effectiveness;

11.3.4 Manage an executive relationship with unions which involves the identification of issues and strategies for the consultative involvement of staff through elected representatives, as well as the negotiation of disputes which may occur from time to time;

11.3.5 Liaise and negotiate with Department of Human Services/Department of Health on health service-wide policy matters; including resources, health care delivery, capital works and other matters;

11.3.6 Direct the health service’s planning activities and provide leadership and overall guidance in both the administration and operation of a district hospital;
11.3.7 Advise the Board of Management on matters of policy, financial planning, service needs and delivery, legal and statutory obligations and any other matters affecting the service delivery of a small-medium hospital.

12. **GRADE 10**

12.1 **Description**

12.1.1 Positions at this level are senior executives of a major health service or equivalent.

12.2 **Work Level Standards**

12.2.1 At this level, positions require a full understanding of public health care issues plus health system management. The management role covers all aspects of health care provided by a major health service including funding, standards of clinical practice and clinical support service delivery and long term planning of resources and future services. Negotiations at this level require skill to persuade the CEO and the Board of Management, executive representatives of the Department of Human Services/Department of Health and all levels of government plus community representation.

12.2.2 A requirement at this level is to develop short, strategic plans to meet the requirements of the local community, match Department of Human Services/Department of Health standards and ensure appropriate standards of health care delivery. In developing proposals and implementation plans, positions at this level are provided with latitude but are required to ensure that all aspects are fully explored and acceptable to the key stakeholders.

12.2.3 Broad operating policies are provided from the Executive and the Board and/or Department of Human Services/Department of Health along with an understood level of health care delivery for the local community. The allocation and organisation of all resources relating to principal functions are determined by positions at this level covering all aspects of the health service’s activities. All executives at this level are held accountable for the achievement of the total health care delivery and service standards for the health service.

12.3 **Typical Role/Duties**

12.3.1 Develop, negotiate and implement budgets covering all aspects of the health service’s activities;

12.3.2 Set policy and procedures for the effective and efficient running of the health service and delivery of health care;

12.3.3 Control and manage non-clinical services within a health service, as the senior executive, providing executive support and relief to the Chief Executive, and financial advice to the Board of Management;
12.3.4 Develop and implement policies, programs and procedures for the health service;

12.3.5 Managing a principal function the operations of a medium-sized or a large regional Hospital and ensure that resources are allocated appropriately in order to achieve targets within the budget parameters.

13. GRADE 11

13.1 Description

13.1.1 Positions at this level are Chief Executives of large, regional health services or of a comparable specialist function health service OR

13.1.2 a senior executive of a major multifaceted, multi-campus health service.

13.2 Work Level Standard

13.2.1 At this level, positions require a thorough knowledge and expertise in health care issues and health service management. The management role covers all aspects of health care provided by large, regional health services, including funding, standards of clinical practice and clinical support service delivery and long term planning of resources and future services, or the management of significant non-clinical operations. Negotiations at this level require skill to persuade Boards of Management, Executive representatives of the Department of Human Services/Department of Health and government representation.

13.2.2 At this level, positions are likely to be required to identify major health care trends and develop strategic plans to meet the community requirements, Department of Human Services/Department of Health standards and ensure appropriate standards of health care delivery. The management plans and health service delivery standards developed by this job would be regarded by peers and health care experts as innovative and applicable throughout the health industry.

13.2.3 CEO positions at this level manage large health services, and are accountable for the full range of operations. The Board and/or the Department of Human Services/Department of Health provide broad operating policies, and positions would exercise judgement to achieve planned results.

13.2.4 Senior executives would operate with considerable flexibility and autonomy in the determination of strategies, budget allocation and major projects undertaken according to Board delegations.

13.3 Typical Role/Duties
13.3.1 Develop, negotiate and implement budgets covering all aspects of the health service’s activities.

13.3.2 Direct and control the delivery and provision of health care services which may include providing primary and secondary care and administrative support to other health services.

13.3.3 Initiate, develop and implement plans, policies and procedures designed to achieve high quality health and patient care.

13.3.4 Develop short, medium and long term capital, resource and service delivery development plans and direction.

13.3.5 Negotiate the Health Service’s Funding Agreement with the Department of Human Services/Department of Health.

14. **GRADE 12**

14.1 **Description**

14.1.1 Positions at this level are Chief Executives of large health services that typically consist of a number of sites or a comparable specialist health service.

14.2 **Work Level Standard**

14.2.1 At this level, positions require substantial knowledge and expertise in local and state-wide public health care issues and health service management. The management role covers all aspects of health care provided by major health services including funding, standards of clinical service delivery and long term planning of resources and future services. Negotiations at this level require skill to persuade Boards of Management, Executive representatives and Department of Human Services/Department of Health and government representation.

14.2.2 At this level, positions are required to anticipate research and identify major health care trends and develop short and long term plans. Considerable judgement is required to ensure that all aspects of these plans and new services meet all the requirements of all stakeholders. As a result of initiatives undertaken by jobs at this level, it would be expected that programs could be adopted at other health services and substantially improve the standard of health care in the whole community.

14.2.3 The position is accountable for total health care service, cost effective delivery and implementation of long terms development plans. Considerable flexibility and autonomy is exercised by Chief Executives in the determination of organisational strategies, budget allocation and major projects undertaken within broad delegations from the Board.

14.3 **Typical Role/Duties**
14.3.1 Develop and implement service delivery plans and meet changing health care needs.

14.3.2 Establish corporate structure and formal delegation of responsibilities.

14.3.3 Ensure that the financial management requirements are met.

15. **GRADE 13**

15.1 **Description**

15.1.1 Positions at this level are Chief Executives of major, multi-faceted and multi-campus health services requiring a stature that clearly places the job at the most senior level in the industry. The position manages an extremely large and diverse workforce and controls a substantial operating budget.

15.1.2 The position manages an organisation with an extremely large and diverse and controls a substantial operating budget. The health service provides a comprehensive integrated health care service to people in the suburbs of metropolitan Melbourne and nearby catchment populations.

15.1.3 The services include public hospital services; aged in-patient, community and home care services; and in-patient and community mental health services.

15.1.4 The organisation is affiliated with a University for teaching medical and postgraduate nursing students and for postgraduate study and medical research.

15.2 **Work Level Standard**

15.2.1 Positions require a substantial knowledge and expertise in local and state-wide public health care issues and health service management. The management role covers all aspects of health care for a major multi-faceted and multi campus health service including funding, standards of clinical service delivery and long term planning of resources and future services. Negotiations at this level require skill to persuade Boards of Management, Executive representatives and Department of Human Services/Department of Health and government representation.

15.2.2 At this level, positions are required to anticipate research and identify major health care trends and develop short and long term plans. As such there is considerable professional judgement to be exercised, to ensure that all aspects of these plans and new services meet all the requirements of the various stakeholders. As a result of initiatives undertaken by jobs at this level, it would be expected that programs could be adopted at other health services and substantially improve the standard of health care in the whole community.
15.2.3 Positions at this level manage major multi-faceted and multi-campus health care services. The position is accountable for total health care service, cost effective delivery and implementation of long terms development plans. The position is responsible for controlling a substantial operating budget. Considerable flexibility and autonomy is exercised by Chief Executives in the determination of organisational strategies, budget allocation and major projects undertaken within broad delegations from the Board.
Part 2

1. This classification structure applies only to Management and Administrative Officers who are employed by the Royal Children’s Hospital. All other Management and Administrative Officers shall be classified pursuant to Part 1 of this Schedule.

1.1 This classification structure provides the opportunity for greater flexibility in work practices, the development of alternative organisational structures and innovative job design.

1.2 Grade 8 provides the minimum levels of remuneration for Employees whose positions entail a greater level of work value than that prescribed by Grade 7 classification descriptors set out below.

1.3 Grade 1 provides the minimum levels of remuneration for Employees whose positions entail a lesser level of work value than that prescribed by Grade 2 classification descriptors set out below.

1.4 Employees remunerated above the rates provided for in Grade 8 shall be employed in accordance with the terms and conditions agreed between the Employer and the Employee, save that the overall terms and conditions shall be on balance no less beneficial than the Agreement.

1.5 Employees in positions at Grade 3 or above will be paid an annualised salary pursuant to clause 151, unless otherwise determined by the relevant Department Head.

1.6 Where an Employee’s salary is not annualised, as determined by the relevant Department Head, the Employee shall be entitled to payment of on-call, recall, overtime and allowances in accordance with this Agreement.

1.7 A new Employee shall on appointment (unless otherwise agreed) be paid at increment Level 1 of the appropriate classification grade, save that this provision shall not apply to persons appointed at Grade 8 or above.

1.8 Incremental advancement within Levels 1 to 4 inclusive shall occur on the anniversary of the Employee’s appointment to that level.

1.9 Advancement to incremental Level 5 shall be subject to the Employee meeting mutually agreed performance targets for two consecutive years at Level 4. The performance appraisal format of the Health Service shall be used to assess the Employee’s performance, unless an alternate format is otherwise mutually agreed between the relevant Department Head and the Employee.

2. GRADE 2

2.1 Description
2.1.1 Positions at the Grade 2 level are regarded as base grade administrators or operators within a defined activity.

2.2 **Work Level Standard**

2.2.1 Positions require knowledge associated with several years experience or technical training. They require performance of related tasks within a defined area of activity which have clearly defined objectives. They require the ability to obtain cooperation to comply with technical and administrative arrangements, or to provide information and advice to members of the public consistent with organisational guidelines.

2.2.2 There are established procedures for performing tasks. Positions are well defined, with standardised procedures, although the tasks performed may require the use of a number of accepted methods or systems. The most suitable course of action is selected from a limited range and effective choice is guided by precedent or rule and can be learned.

2.2.3 The positions' progress is closely monitored against standards, targets or budgets, though there is limited flexibility in the means of achieving these. The positions report frequently on work progress and/or receive instructions which determine the work program and the standards to be achieved. The positions are required to analyse situations or information, clearly and accurately communicate information, or make recommendations to peers or immediate supervisors.

2.3 **Typical Role/Duties**

2.3.1 Prepare statistical reports and summaries and monitor and check accuracy of reports;

2.3.2 Monitor daily billings and collections by cashiers and banking;

2.3.3 Process standard claim forms, ensuring that all legislated procedural requirements are met;

2.3.4 Train new Employees in basic clerical or administrative functions;

2.3.5 Follow progress of invoices, orders or payments to ensure action occurs as specified in these documents;

2.3.6 Undertake enquiries related to work area; for example the availability of ordered stock, the best available price for ordered items, overdue accounts;

2.3.7 Maintain accurate and effective filing systems;

| Administration | Office Co-ordinator, responsible for coordinating a range of complex secretarial functions including typing, compiling agendas for meetings, answering the telephone, photocopying and organising meetings and functions, to ensure the smooth running of an office, where at least one other person is employed. Responsible for providing |
2.3.8 Communicate with external organisations such as health insurance funds, Accident Compensation Commission, Veterans' Affairs, and WorkCover claims administration agents regarding payment of accounts;

2.3.9 Prepare minutes and agendas, and co-ordinate meeting dates for committee meetings.

2.4 Benchmark Descriptors:

3.  GRADE 3

3.1 Description

3.1.1 Positions at this level are regarded as supervisory positions coordinating a small specialised clerical work group; or

3.1.2 as an entry level specialist role within a particular technical or professional area; or

3.1.3 experienced operators within a specific activity.

3.2 Work Level Standard

3.2.1 Positions require technical/administrative training with several years’ experience or equivalent work experience. They require supervisory or technical leadership within one or two activities which have well defined objectives. Good persuasive skills are required to obtain cooperation in the achievement of objectives or for the communication of technical or administrative information.

3.2.2 Positions are well defined and procedures established and standardised, however there is a range of varied techniques and methods available to perform work. Selection of the most suitable courses of action is aided by rules, guides, procedures or precedent.
3.2.3 Although the positions' work progress is closely monitored against standard, budgets or targets, there is some flexibility in the means for achieving these. The positions generally report frequently on progress and performance. Supervisory positions may share accountability for actions or decisions with peers or line management, while technical or professional specialists are one of a number of sources which analyse and provide advice or a specialised service.

3.3 Typical Role/Duties

3.3.1 Supervise the day to day activities of a small group of staff within a specified function (e.g. payroll, patient accounts);

3.3.2 Liaise with immediate supervisor and middle management level positions to seek and provide information;

3.3.3 Establish and maintain appropriate work patterns and procedures for the function supervised;

3.3.4 Administer the function to ensure current legislation are understood and adhered to;

3.3.5 Prepare accounts and reports for use by middle management;

3.3.6 Liaise and consult with external agencies (e.g. Medicare, Health Insurance Funds, Transport Accident Commission, WorkCover) with regard to problem accounts and compensable claims;

3.3.7 Negotiate with patients to obtain information and discuss problems in paying accounts and arrange payment procedures;

3.3.8 Negotiate with suppliers for the purchase and delivery of hospital supplies.

3.4 Benchmark Descriptors:

<table>
<thead>
<tr>
<th>Personnel</th>
<th>Supervise pay clerks in the day to day functions of payroll services, process pay documents, train staff and assist the Pay Manager, to ensure that all pays are processed accurately.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>Assistance to an experienced personnel practitioner/specialist within a specific and small range of activities (e.g. Recruitment, payroll, induction). Involvement typically includes documentation of proposals, co-ordination of recruitment events and organisation of induction programs.</td>
</tr>
<tr>
<td>Supply</td>
<td>As Purchasing Officer in the Supply Department of a major agency responsible for sourcing products, preparing specifications, evaluating quotations, purchasing goods, interviewing representatives and keeping abreast of products, within Departmental and Hospital guidelines.</td>
</tr>
<tr>
<td>Administration</td>
<td>Prepare and maintain rosters, supervise and allocate work of a number of staff involved in word processor operations and administrative/clerical duties, including mail sorting and distribution, filing and reception. Provide a confidential secretarial and administrative service to a senior executive, including appointments, letters, reports and maintenance of confidential</td>
</tr>
</tbody>
</table>
## Engineering
As an experienced tradesperson in a large engineering department reporting to and/or assisting qualified engineers, ensures that the preventative maintenance programs for plant and equipment are carried out, supervise trades staff in this area and maintain the asset register.

## Food Services
Rostering and supervision of food services staff involved in food presentation and delivery of meals for patients, special functions and other services, e.g. meals on wheels. Ensure hygiene and cleanliness of relevant areas.

## Public Relations
Public Relations Officer in a large hospital, assist the Public Relations Manager, prepare newsletters, publications and medical releases; assist in promotional activities and liaise with community groups/organisations.

## Finance
Supervise and control a section of the accounts area of a major agency, assign and check work of staff, prepare accounts, maintain records and prepare statistical reports and commentary.

## MIS
Under the direction of an MIS professional, undertakes systems work such as programming, program maintenance and operations support (archival, backup, "help desk").

## MIS
Responsible for facilities administration including the monitoring of PC and peripheral equipment performance, fault finding and ratification, education of users on operational procedures, scheduling maintenance activities, and access to computing resources. Advice provided on the acquisition of hardware enhancement and PC software that has application for particular users.

### 4. GRADE 4

#### 4.1 Description

4.1.1 Positions at this level are regarded as senior supervisory positions overseeing a small to medium sized work group; or

4.1.2 administrators responsible for a specified activity recognised across the health service; or

4.1.3 a specialist role within a particular technical or professional position.

#### 4.2 Work Level Standard

4.2.1 Positions require proficiency in the use of established technical or administrative processes plus a number of years experience in the field or a qualified tertiary graduate typically requiring a minimum 2-3 of years work experience. They require supervisory or technical leadership for a distinct activity which may need to be
coordinated with other activities. Good persuasive skills are required to actively ensure successful operation of the work group, for communication of technical or administrative information and to convince others in the achievement of specific objectives.

4.2.2 The broad parameters of the position are clearly defined, although judgement may be required to select from a range of standardised systems or techniques. Precedent or standard procedures or instructions generally exist for most work situations and policy guidelines may assist in the selection of the most suitable course of action.

4.2.3 Supervisory positions independently organise and oversee the day-to-day activities of subordinate staff within clearly defined standards, budgets and time frames. Specialist positions provide sound technical advice to peers, and to more senior positions. All positions are responsible for recommending or accepting particular actions.

4.3 Typical Role/Duties

4.3.1 Recruit and select permanent and temporary staff for general positions;

4.3.2 Coordinate and prepare accounting, payroll or statistical records and submit consolidated reports;

4.3.3 Implement controls and systems to ensure resources are fully utilised and health service policies are implemented;

4.3.4 Liaise with hospital staff up to department head to obtain and present information;

4.3.5 Allocate and control staff and resources to ensure activities of the work area are carried out efficiently and effectively;

4.3.6 Monitor safe work practices and security standards to maintain a safe and secure environment;

4.3.7 Assist staff with problems, and recommend action to be taken.

4.4 Benchmark Descriptors:

| Engineering | As a broadly experienced trade engineer, responsible for: the supervision of maintenance/contract staff, provision of preventative maintenance programs for buildings, plant and equipment under direction from a more senior engineer. Experienced project/contracts officer responsible for: major and minor works administration, quotations and supervision of contract staff, application of tender document and quality control within set financial guidelines and budgets under the direction of a more senior engineer. Experienced training officer responsible for the formal training of staff and contractors in the process of emergency response and contingency and contractors policies and procedures. |
| Food Services | Responsible for the supervision of staff and the provision of services in a Food Production section across the health service. Encompasses apprentice training and monitoring, fresh food orderings, staff supervision and ensuring meals are produced to schedule. |
| Finance | A senior supervisory position responsible for all aspects of financial management or patient accounts through more junior supervisors or staff. The role involves: responsibility for the financial and management accounts for the Board of Directors, Department of Human Services and Department Heads; Tasks such as patient admissions, fee classifications, length of stay registers, refunds, debt collection, and patient statistics. |
| Supply | Responsible for supervising and co-ordinating the stores activity, involving ordering stock, daily stock-take, staff supervision and work delegation, maintaining stock levels, directing pick-ups and deliveries, and preparation of leave rosters, and may deputise for the manager in their absence. |
| Administration | Manage the affairs of an office, a group of executives and various committees plus undertake investigations and analysis of organisational issues that require the preparation of position papers. Activities include compilation and follow-up of agendas, conference/seminar planning and organisation, composition of non-procedural documents, management of executive management activities, development of office and administrative systems. |
| Personnel | Supervise a team of personnel administrators or payroll staff providing services related to pay, employment conditions, entitlements and workforce statistics. Also required to provide analysis of staffing issues (e.g. about turnover, absenteeism, establishment, budgets and labour costs) with commentary on the implication of this for the institution. |
| Personnel | Personnel practitioner in a major activity (e.g. training and development, Employee relations, workforce/recruitment). Activities involve the analysis of organisational needs, recommendation of a course of action, preparation of documentation and delivery of the service (e.g. training programs, recruitment campaigns). |
| MIS | Qualified and experienced systems officer undertaking a range of programming and analysis activities in a range of different systems. Independently undertakes activities under general direction related to a small number of projects at any one time. |

5. **GRADE 5**

5.1 **Description**

5.1.1 Positions at this level are regarded as an experienced specialist role within a particular technical or professional discipline.

5.2 **Work Level Standard**
5.2.1 Positions require proficiency in the use of established technical or administrative processes plus a number of years of experience in the field and are usually a tertiary graduate with a number of years experience in the field. They require understanding and/or leadership across an activity, which may need coordination with other activities. Considerable persuasive skills are required for successful adoption of operational schedules and to gain cooperation of the workforce.

5.2.2 The broad parameters of the job are well known but are often diverse and require judgement in selecting the appropriate action. Problems are generally manageable and solutions guided by precedent and practice.

5.2.3 Management positions are accountable for the scheduling and implementation of major work programs within defined budgets and policy guidelines. Specialist jobs provide authoritative advice to peers and more senior positions in the discipline. As such all positions are predominantly responsible for the action undertaken.

5.3 Typical Role/Duties

5.3.1 Provide advice on techniques and procedures for infection control and safety matters;

5.3.2 Carry out a quality assurance program to ensure the achievement of required standards of presentation, hygiene and cost of delivery;

5.3.3 Prepare reports on service delivery development and undertake special projects for the health service and Department of Health;

5.3.4 Review the staff establishment profile and adjust where necessary to maintain the integrity of Health Computing Service reports and the internal establishment profile, advise on funding available for staffing requirements. Direct and control the salary administration program;

5.3.5 Oversee and contribute to the formulation, implementation and ongoing review of staff induction and training programs;

5.3.6 Collaborate with Department Heads, Medical Officers, injured Employees, unions and rehabilitation providers to devise, plan and implement rehabilitation programs;

5.3.7 Review existing computer software effectiveness with a view to enhancing its functionality and develop software to meet new requirements;

5.3.8 In conjunction with the Finance Manager, prepare and interpret financial budgets, annual returns and comparative monthly statements.

5.4 Benchmark Descriptors:

| Finance | Responsible for the preparation of monthly financial performance figures to a |
senior finance specialist so that targets can be measured, budgets updated and advice provided to a major division (e.g. Nursing), on activity levels, costing and budget strategy. An experienced and/or qualified accountant supervising a team, reporting to a more senior accountant.

**Personnel**

As an experienced personnel practitioner with day to day responsibility for training and development, or a group of specialist HR activities, responsibility for industrial relations under direction of a senior human resource specialist.

**Food Services**

Assistant Food Services Manager at a large campus responsible for commercial aspects and service standards of food production, presentation and distribution. Activities include quality control over special/ethnic dietary requirements of patients and clients attending functions, organising and supervising major functions and "meals on wheels" services, supervision of cafeteria staff and food service officers, and stock management of food supplies and catering requirements.

**Material Resources**

An experienced Materials Resources practitioner, who deputises for the Manager and assists with plans, directions and control for the purchasing, receipt, storage, distribution of supplies for the health service. The role involves ensuring products and equipment are purchased at the most favourable price, consistent with quality requirements, efficient lay-out of stores, and maintenance of stock at economic levels.

**Engineering**

Engineer (operations/maintenance) for a hospital campus responsible for maintenance and operation of plant, equipment, buildings, essential services, energy management, building services and grounds, and supervision of maintenance staff/contractors, as well as implementing maintenance (breakdown, and planned procedures), liaising with emergency services and may involve supervising contract staff engaged on infrastructure works and may include the maintenance of off campus site; reporting to an engineering manager/senior engineer.

**MIS**

As an experienced systems analyst in a large agency, identify problems with the central computer hardware and ensure they are fixed, advise staff on system configurations and capabilities, modify existing applications to meet user requirements.

### 6. GRADE 6

#### 6.1 Description

6.1.1 Positions at this level are senior managers, professionals and specialists who are generally responsible for a significant operational area, function or department within a division; or

#### 6.2 Work Level Standard

6.2.1 A high degree of proficiency in the use of technical or administration processes plus extensive experience in the field spanning many years would be typical at this level. Understanding and leadership across a number of activities within the major program require considerable coordination skills. It also requires persuasive ability to gain the commitment of peers and subordinates in the identification of action plans and
managing progress where there are competing activities. Specialist professional positions would typically require a minimum of 7-10 years experience in this field.

6.2.2 Although work assignments apply familiar techniques and methods, there is also a requirement to recommend the modification or adaptation of techniques and methods that impact upon other areas of the agency. These activities require the detailed analysis of the major alternatives, including cost impact and implications for implementation prior to the presentation of well thought through action plans.

6.2.3 Considerable latitude is provided to senior managers in the design of work programs, independent allocation of resources and control over budgets. Nonetheless, the position operates within the constraints of agency policy/procedure, and professional standards. These positions are held accountable for significant projects or line functions which involve a major requirement to make things happen, consistent with the established standards.

6.3 **Typical Role/Duties**

6.3.1 Plan operating budgets and resource requirements;

6.3.2 Investigate the supply needs of the organisation/s leading to the development of purchasing and inventory control programs required to achieve cost effective delivery schedule;

6.3.3 Inspect suppliers, manufacturing and wholesale operations to ensure the achievement of minimum standards of hygiene, product quality, distribution and storage standards;

6.3.4 Develop menus, oversee food preparation and presentation and manage food supply within budget limits for a medium institution;

6.3.5 Represent and advocate on behalf of the health service at industrial relations tribunals and in labour negotiations;

6.3.6 Conduct programmed audits into operational and financial procedures and the safeguarding of assets;

6.3.7 Determine the performance of organisational units in the hospital in respect of their financial planning, and control activities in compliance with management instructions, statements of policy and procedures, high standards of administrative practice and hospital objectives.

6.4 **Benchmark Descriptors:**

| Finance | As an experienced qualified financial manager reporting to a more senior financial manager, provide specialist financial advice, ensure that the hospital financial systems are maintained effectively, that statutory and legislative requirements are followed and professional standards maintained. Be responsible for the accounts section and supervising and guiding accounts |

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7. **GRADE 7**

7.1 **Description**

7.1.1 Positions at this level are senior heads of large divisions; or

7.1.2 expert managers of complex/advanced sections with agency-wide application; or

7.1.3 junior executives of small or distribute institutions providing a range of services across the agency; or

7.1.4 senior managers of a number of varied functions across the agency.

7.2 **Work Level Standard**

7.2.1 At this level, positions require specialised knowledge resulting from very many years of experience in hospital or general industry administration, tertiary study and project management. The knowledge required spans several disciplines and there is a requirement for integration of a range of associated operations as part of a major program delivery. There is a requirement for persuading others to adopt a particular course of action where there are competing objectives and priorities plus a variety of outcomes.

7.2.2 Standard systems, methods and procedures are determined by positions at this level for adherence. This requires extensive analytical skills in interpreting service needs, general guidelines, local conditions and the achievability of the desired results.

7.2.3 Line management positions are bound by operating precedent and procedure but there is latitude in the emphasis given across a range of projects or services. Similarly, positions have a role in the development of business plans, new operation targets and the apportionment of total resources, but there are others who are predominantly responsible for the determination of these aspects. Technical/professional positions are regarded by professional peers as expert in the disciplines covering a complete function where the advice rendered would only be challenged by other experts. In all cases, the position is held accountable for the integrity of the service/project/advice...
and the achievement of significant standards of performance benefiting the entire agency.

7.3 Typical Role/Duties

7.3.1 Prepare economic and demographic forecasts as part of an overall planning process to determine the future growth and services of the health service;

7.3.2 Develop financial control systems, budget guidelines and reporting mechanisms so that the Hospital Executive and Board have a complete understanding of the financial viability, efficiency and future options for resource management;

7.3.3 Direct and control a range of technical and engineering services covering plant, building and grounds maintenance, capital and minor works, plant and equipment assessment, energy management, and reticulation of electricity, water, gases;

7.3.4 Direct and control a significant service function determining staffing, training, supply and expenditure needs;

7.3.5 Oversee and direct the provision of a comprehensive patient food service, as well as an extensive non-patient service through varied on-site food service outlets, including staff cafeteria, coffee shop, and bistro/snack bar.

7.4 Benchmark Descriptors:

| Food Services | As Food Services Manager of a large hospital/campus, ensure that meals are provided to all patients, staff and other organisations in an effective and efficient manner, determine budget requirements with the finance department, and determine menus in accordance with the nutrition department and purchasing requirements. Ensure that the department operates within the allocated budget allocation and develop policies and standards for the Department. |
| Engineering | Maintenance Engineer for the health service reporting to a more senior engineer, responsible for providing, organising and directing human and physical resources to provide an efficient maintenance service with minor works responsibility. Maintenance includes planned, breakdown and safety testing across all trades including contractors for building fabric and building services reticulation. Minor works are managed where standard building specifications would be adapted (for example to ward refurbishment); includes procurement; installation and commissioning of specialised equipment. An emphasis is placed on safety and technical aspects with financial control, co-ordinating and planning, industrial relations, education as being among important issues. |
| MIS | Functional Manager for a medium computing facility including operations, development, maintenance and network management. Supervises staff and has budgetary responsibility for acquisition of peripherals, additional computing hardware and supplies. A key focus of the position is ensuring that projects are completed on time/budget, provide users with the information needed, access to computing facilities is within accepted standards, and computing facilities are adequate for the needs of the institution, fast effective and reliable. |
| MIS | Expert professional project manager engaged on a project of strategic significance and technical complexity that requires organisational, systems development and technical know how of the highest order. |
Schedule 7 – Classification definitions applying to health and allied services employees

1. **SKILL LEVELS**

1.1 **Level 1**

1.1.1 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; and
- no previous experience or training is required.

1.1.2 Indicative tasks performed and indicative classifications at this level are:

<table>
<thead>
<tr>
<th>Classification Group</th>
<th>Indicative Tasks Performed and Indicative Classifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food Services</td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>- Food and Domestic Services Assistant</td>
</tr>
<tr>
<td></td>
<td>- Other Cook</td>
</tr>
<tr>
<td>General Services</td>
<td>Cleaning; basic maintenance work; General Orderly/Porterage/Courier functions in hospitals or other health services.</td>
</tr>
<tr>
<td></td>
<td>- Orderly or Cleaner</td>
</tr>
<tr>
<td></td>
<td>- Maintenance/Handyperson (Unqualified)</td>
</tr>
<tr>
<td></td>
<td>- All other Employees not elsewhere provided for</td>
</tr>
</tbody>
</table>

1.2 **Level 2**

1.2.1 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 and
requires on-the-job training and/or specific skills training or experience.

1.2.2 Indicative tasks performed and indicative classifications at this level are:

<table>
<thead>
<tr>
<th>Classification Group</th>
<th>Indicative Tasks Performed and Indicative Classifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Services</td>
<td>gardening work requiring no formal qualifications; general housekeeping functions; basic stores work;</td>
</tr>
<tr>
<td></td>
<td>- Housekeeper</td>
</tr>
<tr>
<td></td>
<td>- Gardener (non-trade)</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.3 **Level 3**

1.3.1 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; and
- requires specific on-the-job training and/or relevant skills training or experience.

1.3.2 Indicative tasks performed and indicative classifications at this level are:

<table>
<thead>
<tr>
<th>Classification Group</th>
<th>Indicative Tasks Performed and Indicative Classifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food Services</td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>- Dietary Supervisor</td>
</tr>
<tr>
<td></td>
<td>- Cook Employed Alone</td>
</tr>
<tr>
<td></td>
<td>- Diet Cook</td>
</tr>
<tr>
<td>General Services</td>
<td>- Hospital Attendant work, including patrol functions; Hospital Attendant</td>
</tr>
</tbody>
</table>
1.4 **Level 4**

1.4.1 An Employee at this level:

- is capable of prioritising work within established routines, methods 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 sound communication and/or arithmetic skills; and
- requires specific on-the-job training and/or relevant skills training or experience.

1.4.2 Indicative tasks performed and indicative classifications at this level are:

<table>
<thead>
<tr>
<th>Classification Group</th>
<th>Indicative Tasks Performed and Indicative Classifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food Services</td>
<td>An Employee whose primary function is to liaise with patients and staff to obtain appropriate meal requirements of patients, and to tally and collate the overall results.</td>
</tr>
<tr>
<td></td>
<td>- Food Monitor</td>
</tr>
</tbody>
</table>

1.5 **Level 5**

1.5.1 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; and
- requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience.

1.5.2 Indicative tasks performed and indicative classifications at this level are:

<table>
<thead>
<tr>
<th>Classification Group</th>
<th>Indicative Tasks Performed and Indicative Classifications</th>
</tr>
</thead>
</table>
1.6 **Level 6**

1.6.1 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;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- requires substantial on-the-job training, may require formal qualifications and/or relevant skills training or experience.

1.6.2 Indicative tasks performed and indicative classifications at this level are:

<table>
<thead>
<tr>
<th>Classification Group</th>
<th>Indicative Tasks Performed and Indicative Classifications</th>
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</thead>
<tbody>
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</tbody>
</table>

1.7 **Level 7**

1.7.1 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;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

1.7.2 Indicative tasks performed and indicative classifications at this level are:
### Food Services
- A Cook with relevant qualifications.
- Trade Cook

### General Services
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; - Security Officer Grade 2

### 1.8 Level 8

1.8.1 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;
- 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; and
- requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

1.8.2 Indicative tasks performed and indicative classifications at this level are:

<table>
<thead>
<tr>
<th>Classification Group</th>
<th>Indicative Tasks Performed and Indicative Classifications</th>
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</thead>
<tbody>
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</tr>
</tbody>
</table>
1.9 **Level 9**

1.9.1 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; and

- may require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

1.9.2 Indicative tasks performed and indicative classifications at this level are:

<table>
<thead>
<tr>
<th>Classification Group</th>
<th>Indicative Tasks Performed and Indicative Classifications</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
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</tbody>
</table>

1.10 **Level 10**

1.10.1 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; and
1.10.2 Indicative tasks performed and indicative classifications at this level are:

<table>
<thead>
<tr>
<th>Classification Group</th>
<th>Indicative Tasks Performed and Indicative Classifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>-</td>
<td></td>
</tr>
</tbody>
</table>

1.11 **Level 11**

1.11.1 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, rostering 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; and

- may require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

1.11.2 Indicative tasks performed and indicative classifications at this level are:

<table>
<thead>
<tr>
<th>Classification Group</th>
<th>Indicative Tasks Performed and Indicative Classifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Services</td>
<td>Supervision, work allocation, on-the-job training and rostering and/or guidance of staff.</td>
</tr>
<tr>
<td></td>
<td>- General Services Supervisor</td>
</tr>
</tbody>
</table>
2. **CLASSIFICATION DEFINITIONS**

**Food Services Classifications:**

2.1 **Cook Employed Alone**

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

2.2 **Diet Cook**

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

2.3 **Dietary Supervisor**

2.3.1 Means a person not being a qualified Dietician but responsible for the conduct of a Diet Kitchen.

2.4 **Food and Domestic Services Assistant**

2.4.1 Means a person employed to clean food preparation and consumption areas, cooking equipment and utensils and serve and deliver meals.

2.5 **Food Monitor**

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

2.5.2 Notwithstanding the provisions of clause 110 (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.

2.6 **Food Services Supervisor**

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

2.7 **Other Cook**

2.7.1 Means a person who does not hold trade qualifications, who is employed as a cook by a hospital where other cooks are employed.
2.8 **Trade Cook**

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

2.9 **Gardener (Non Trade)**

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

2.10 **General Services Supervisor**

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

2.11 **Hospital Attendant**

2.11.1 Means an Employee appointed as such and who, as part of his or her ordinary duties, is required to perform a patrol function.

2.12 **Housekeeper**

2.12.1 Means a person employed to perform general housekeeping functions.

2.13 **Orderly/Cleaner**

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

2.14 **Security Officer Grade 1**

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

2.15 **Security Officer Grade 2**

2.15.1 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.
3. PATIENT SERVICES ASSISTANT STRUCTURE

3.1 A Patient Services Assistant (PSA) is a multi-skilled Employee, the majority of whose work is ward based in an acute setting or community health centre. The work of PSAs involves the performance of duties across three or more functional areas of patient support services. PSAs are essentially ward based. PSAs will be encouraged to undertake training, which may include further training to enable them to obtain the certificate or equivalent for career development.

3.2 Notwithstanding clause 6.1 above, PSAs are not precluded from undertaking non-ward functions and duties. Employees whose jobs involve casual or irregular ward based duties, or where their presence on a ward is a minor aspect of their role, are not performing PSA work.

3.3 The functional areas covered by PSAs are as follows:

<table>
<thead>
<tr>
<th>Functions:</th>
<th>Duties:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cleaning and Housekeeping</td>
<td>• Ward areas (including toilets, showers, bathrooms, lockers, shelving and infectious rooms etc.)</td>
</tr>
<tr>
<td></td>
<td>• Handle patient laundry (including washing and drying of patient laundry)</td>
</tr>
<tr>
<td></td>
<td>• General/administrative areas (including office, cafeteria, stairs and lifts etc.)</td>
</tr>
<tr>
<td></td>
<td>• Terminal/discharge bed (re-)making (i.e. Carbolising)</td>
</tr>
<tr>
<td></td>
<td>• Equipment and instruments</td>
</tr>
<tr>
<td></td>
<td>• Damp and high dusting</td>
</tr>
<tr>
<td></td>
<td>• Vacuuming</td>
</tr>
<tr>
<td></td>
<td>• Mopping and buffing of floors</td>
</tr>
<tr>
<td></td>
<td>• Spot cleaning</td>
</tr>
<tr>
<td></td>
<td>• Rubbish removal</td>
</tr>
<tr>
<td></td>
<td>• Linen removal</td>
</tr>
<tr>
<td>Food and Beverage</td>
<td>• Serving of meals to patients</td>
</tr>
<tr>
<td></td>
<td>• Food transportation to and from the Ward</td>
</tr>
<tr>
<td></td>
<td>• Basic food monitoring (e.g. Checking that food matches the order)</td>
</tr>
<tr>
<td></td>
<td>• Replenish refrigerator and pantry supplies</td>
</tr>
<tr>
<td>Transport and Couriering</td>
<td>• Transporting patients between wards, departments and theatres</td>
</tr>
<tr>
<td></td>
<td>• Transporting equipment between wards, departments and theatres</td>
</tr>
<tr>
<td></td>
<td>• Couriering x-rays, specimens and patient records</td>
</tr>
<tr>
<td></td>
<td>• Movement of deceased patients to the mortuary</td>
</tr>
<tr>
<td>Ward Support</td>
<td>• Checking of oxygen cylinders</td>
</tr>
<tr>
<td></td>
<td>• Filling, distributing and collecting of water jugs and glasses</td>
</tr>
</tbody>
</table>
| Patient Support | • Assist in the lifting and turning of patients (including into and out of wheel chairs and trolleys)  
|                 | • Assist in lifting and positioning of patients in bed, including by machinery  
|                 | • Assist with patient facial shaves and pre-operative shaves  
|                 | • Assist in the transportation of ambulance patients |

3.4 For the purposes of this definition, ward based work includes Employees providing patient support services in areas such as outpatient, x-ray, catheter laboratory, nuclear medicine, dialysis and other areas providing patient support services consistent with the functions and duties described in clause 6.3 above.

3.5 The functions listed in clause 6.3 above are intended to be comprehensive. The listed duties are intended to be indicative, not comprehensive.

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

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

3.8 Not all PSAs will be expected to perform all of the functions listed in clause 6.3. PSAs at the Grade 2 level will perform four or more functions, and PSAs at the Grade 1 level will perform three functions.

3.9 **Patient Services Assistant Grade 1**

3.9.1 A Patient Services Assistant at Grade 1 level:

- regularly performs duties from three functional areas;
- is not required to hold a recognised PSA certificate;
- is capable of prioritising work within outlined routines, methods and procedures in three functional areas;
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; and

requires specific on the job training and/or relevant skills training or experience.

3.10 **Patient Services Assistant Grade 2**

3.10.1 A Patient Services Assistant at Grade 2 level:

regularly performs duties from four or more functional areas;

holds a recognised PSA certificate (or equivalent) from a TAFE College, or equivalent registered training organisation. Those PSAs who did not hold a formal qualification when they were translated to the new PSA classification structure, with effect from 15 April 2003, shall be encouraged to undertake training to obtain a recognised PSA certificate (or equivalent).

requires specific on the job training and/or relevant skills training or experience;

is capable of prioritising work within established policies, guidelines and procedures across four or more functional areas;

is responsible for work performed in accordance with established policies, procedures and approaches

works under limited supervision, either individually or in a team; and

possesses good communication, interpersonal and/or arithmetic skills.

4. **CLERICAL/ADMINISTRATIVE SUPPORT SERVICES STRUCTURE**

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

4.2 **CLERICAL WORKER GRADE C**

4.2.1 **Description**

Positions at Grade C level are regarded as experienced clerical staff working within a well defined work environment.

Employees at this level are expected to input and extract data, provide information and occasionally produce reports. They will be required to balance the operation of a number of clerical systems.

Grade C positions have a level of discretion, depending upon the individual Employee’s experience and confidence, but any discretion is regulated by system protocols.
4.2.2 **Work Level Standard**

Grade C positions use clerical systems, administrative data, health service information and systems to undertake a number of mostly standard procedures, which are supported by protocols.

Positions at this level require mostly standard dealings with clinical staff and thoughtful direct dealings with the public and/or sensitive phone contact with the public. These dealings are likely to occur in a ward-based setting that may have some similarities to the work in an emergency setting, but without the significant time and service pressures.

Grade C positions are routinely required to operate one predominant data system, but may also utilise a small number of other support systems for particular information.

System content is factual, involving standard and predictable transactions. Care must be taken at all times to minimise errors.

Grade C positions can work individually within a mixed team or in a team of Employees with similar skills. At all times they are accountable for their unique tasks. When working within mixed teams they are expected to work cooperatively with others. Within work teams doing similar work, Employees may rotate through a variety of tasks, as determined by managers, to provide varied work and achieve work area outcomes.

Employees at this level may be asked, from time to time, to provide induction training for other like Employees.

Work outcomes for Grade C positions are either checked by a supervisor or, if a sole operator, are audited by a work system.

Communication within the work area focuses on well established, but a limited range of routinely required information.

Grade C positions require a good understanding of hospital systems. Employees at this level are expected to understand hospital procedures, information requirements and protocols so they can be communicated confidently and supportively to members of the public.

### 4.3 **CLERICAL WORKER GRADE B**

4.3.1 **Description**

Positions at Grade B level are regarded as experienced clerical staff working in more complex work environments or circumstances.

In addition to the provision of information, the input and extraction of data and production of reports, Employees at this level may be required to manage a number of more complex information systems, balance their operation and provide routine data support to their team or manager.
Grade B positions set their own work schedule, within limits. Employees at this level are expected to be responsive to circumstances and regularly modify work priorities to meet their own and team needs.

4.3.2 **Work Level Standard**

Grade B level positions are responsible for using a range of data, information processes and systems, which are all supported by protocols.

While systems used by positions at this level are standardised, the tasks are mostly performed under significant time and service pressures. Employees usually work directly with time sensitive clinical staff and anxious members of the public, as would be experienced in an emergency department setting.

Grade B positions are also those responsible for operating a number of more complex systems, and/or complex data integration between standard systems.

System content is predominantly factual. Reliance is placed on the data quality by those outside the work area and data errors bring risks to the reputation or standards expected of the wider work area.

Employee working in Grade C positions, but who are routinely required by management to provide on the job training, or routinely mentor like Employees who are learning a Grade C role, may be classified as Grade B.

Grade B positions are expected to perform within formal or informal protocols under general supervision.

Employees at this level usually work in a specialist role or under emergency department patient or clinical pressure. They are expected to adapt their activities to suit the clinical or environmental circumstances they face.

Communication within the work area is similar to Grade C, with the added requirement of coping with a more complex set of systems and/or a more pressurised work environment and/or more anxious members of the public. The pressurised work environment and/or more anxious members of the public will most likely be found in an emergency or triage setting, rather than a ward-based setting.

Grade B positions are required to focus on gaining public confidence, to simultaneously obtain information required by the hospital, while providing reassurance to members of the public.

4.4 **CLERICAL WORKER GRADE A**

4.4.1 **Description**

Positions at Grade A level are the most complex clerical roles, providing high level knowledge, delivering unique team or specialist outcomes at a level equivalent to lower level administrative roles.

Employees at this level may be content specialists in a particular clerical function, or provide broad personalised secretarial support to a senior manager or clinical specialist.
Grade A clerical positions plan their own work schedule, within limits, and adapt their schedule to the needs of the work area or manager. Employees at this level are required to exercise individual judgement.

4.4.2 Work Level Standard

Grade A level positions operate information, administrative and/or technical systems that require more judgement to track and manage.

Data content and transactions at this level are varied and complex. Protocols exist, but judgement is required in the selection of the appropriate action.

At this level, integration with other systems is standard and frequent. Interpretation is required, with the assessments made by Employees having an impact on decision making by others.

Employees at this level are relied upon by others to provide factual, reliable and responsive information relevant to the work of others and the team, with errors directly impacting the work area’s reputation and performance.

Grade A positions are integral to the efficient operation of a more complex mixed skill team, or the performance of a senior manager or clinical specialist.

Employees at this level are expected to provide higher level and unique support and/or training, leadership or mentoring for other like staff. Employees may undertake supervision of other clerical workers, including allocating work and/or the rostering of staff.

Specialists in the work area use the information provided by Grade A positions in making decisions. So Employees at this level exercise autonomy and discretion, selecting from broadly defined options.

Grade A positions require influencing skills to ensure that the information is effectively communicated within the work area, to the manager or clinical specialist and to the public in order to maximise work area performance and public confidence.
# Schedule 8 – Certificate of service

<table>
<thead>
<tr>
<th>Certificate of Service</th>
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<td>(Name of Institution)</td>
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This is to certify that ____________________________ (Name of Employee) was employed by this Institution/Society/Board (the Employer) for the period:

From __________________    To _____________________

During the above period, the Employee had unpaid leave or absences that impact on the accrual of Long Service Leave totalling ____________________________ (years and days)

During the above period, the Employee utilised accrued Long Service Leave totalling ____________ months

The Employer has recognised net additional service for Long Service Leave purposes with another employer or employers for the Employee totalling ____________________________ (years and days) which was paid out/not paid out (strike out whichever is not applicable) by the former employer(s).

The Employee had accrued personal leave totalling ____________ hours as at the date of cessation of employment with the Employer

The Employee’s Change of Shift Allowance Cap is ____________ number of shifts per pay period

Tick all boxes that apply:

- [ ] The Employee received a payment in lieu of all unused, accrued Long Service Leave on cessation of employment with the Employer
- [ ] The Employee was employed by the Employer as a PEN or PSO on the date this Agreement came into operation.
- [ ] The Employee’s Change of Shift Cap is detailed above.
- [ ] The Employee was employed by the Employer as an PEN at PEN Level 3
- [ ] The Employer has on record a Certificate of Service from another employer covered by the *Victorian Public Mental Health Services Enterprise Agreement 2012-2016* (attach a copy)

Position held: ____________________________

Classification Held: ____________________________

Signed: ____________________________

(Stamp of Institution): ____________________________