

AG838776 PR955823

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

s.170LJ - Agreement with organisations of employees (Division 2)

Health Services Union of Australia and Western Health

(AG2004/4993)

**PUBLIC HEALTH SECTOR (MEDICAL SCIENTISTS, PHARMACISTS AND
PSYCHOLOGISTS) WESTERN HEALTH CERTIFIED AGREEMENT 2004-2007**

Health and welfare services

COMMISSIONER CRIBB

MELBOURNE, 15 MARCH 2005

CERTIFICATION OF AGREEMENT

In accordance with section 170LT of the *Workplace Relations Act 1996*, the Commission hereby certifies the attached written agreement.

This agreement shall come into force from 15 March 2005 and shall remain in force until 30 September 2007.

BY THE COMMISSION:

COMMISSIONER

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24 November 2004

Health Services Union of Australia

Western Health

Medical Scientists, Pharmacists and Psychologists Certified Agreement 2004-2007

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Part A – Operation of the Agreement

1 Definitions

In this Agreement:

Agreement means the Public Health Sector (Medical Scientists, Pharmacists and Psychologists) Western Health Certified Agreement 2004 -2007.

Agreement 2000 means the Public Health Sector (Medical Scientists, Pharmacists, and Psychologists) Certified Agreement 2000.

AIRC means Australian Industrial Relations Commission.

Award means the Medical Scientists, Pharmacists and Psychologists (Public Sector – Victoria) Award 2003 as amended from time to time.

CMS means caseload management system.

Employer means Western Health.

Pre-simplified award terms means terms contained in **Schedule D** which have been modified from those terms previously contained in the Health Services Union of Australia (Victoria – Public Sector) Interim Award 1993 which were excluded from the Medical Scientists, Pharmacists, and Psychologists (Public Sector – Victoria) Award 2003 because the terms were not allowable award matters.

Psychologist means a person registered as a psychologist under the Victorian Psychologists Registration Act 2000, including a person registered as a probationary psychologist.

Union means the Health Services Union of Australia Victoria No. 4 Branch.

WRA means *Workplace Relations Act 1996* (Cth).

2 Title

This Agreement shall be known as the Public Health Sector (Medical Scientists, Pharmacists and Psychologists) Western Health Certified Agreement 2004-2007.

3 Division into parts

This Agreement is divided into the following parts:

Parts:

- A. Operation of the Agreement
 - B. Disputes and No Extra Claims
 - C. Wages and Classification Issues
 - D. Hours of Work
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- E. Leave
- F. Mental Health
- G. Miscellaneous
- H. Occupational Health & Safety

4 Parties and binding effect

This Agreement is binding on the following parties:

- (a) the Health Services Union of Australia; and
- (b) Western Health.

This Agreement also binds any person whose employment is, at any time when the Agreement is in operation, subject to the Agreement.

5 Incidence and application

This Agreement applies to the employment of any person employed by the Employer performing work covered by the classifications of Medical Physicist, Genetic Counsellor or by any classification provided for in the Award or this Agreement.

6 Date and period of operation

This Agreement shall come into operation on the date on which it is certified. The nominal expiry date of this Agreement is 30 September, 2007.

7 Maintenance of terms and conditions

- (a) Pre-simplified award terms shall not apply after the nominal expiry date of this Agreement.
- (b) If a pre-simplified award term is inconsistent with another term of this Agreement that other term will prevail to the extent of any inconsistency.

8 Relationship with award and other certified agreements

- (a) The Schedules attached to this Agreement form part of this Agreement.
 - (b) The Agreement shall be read in conjunction with The Medical Scientists, Pharmacists and Psychologists (Public Sector – Victoria) Award 2003 as varied from time to time, provided that to the extent of any inconsistency between that Award and this Agreement, this Agreement shall prevail.
 - (c) This Agreement shall be read in conjunction with any other certified agreements (except the Agreement 2000) binding on the parties which have reached their nominal expiry date. To the extent of any
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inconsistency between this Agreement and those agreements, this Agreement shall prevail.

- (d) Where this Agreement makes provision for a varied or additional operation of a term of the Award, that term will apply subject to, or as varied by, this Agreement.
- (e) This Agreement wholly replaces the Agreement 2000.
- (f) Nothing in this Agreement will diminish any existing entitlement of any employee covered by this Agreement, except where expressly varied by this Agreement.

9 Service delivery and workplace flexibility

- (a) The parties are committed to achieving on-going service delivery improvement throughout the life of this Agreement.
- (b) Accordingly in reaching this Agreement, the parties confirm acceptance and support for:
 - (i) improved approaches to workload management across the sector through agreement to implement and maintain systems that enable the more efficient and effective allocation of resources to match service demands; and
 - (ii) the continued introduction of new technologies to improve service delivery and efficiency.

Part B - Disputes and no extra claims

10 Grievances and dispute resolution

10.1 Preamble

The Parties recognise that from time to time individual employees may have grievances that need to be resolved in the interest of good relationships. It is also recognised that disputes may arise between the Parties concerning the application of this Agreement.

It is the objective of the procedures set out in this clause to ensure that matters are resolved by negotiation and discussions between the Parties.

These procedures should be applied in all circumstances where individual grievances or disputes between the Parties to the Agreement arise over the application of the Agreement.

10.2 Procedures

Employees covered by this Agreement have the right for grievances to be heard through all levels of line management. The Union has the right to raise matters concerning the application of this Agreement at the local workplace level. Accordingly, the following steps are to be applied in the resolution of grievances or disputes:

- (a) In the first instance, the employee shall attempt to resolve a grievance with his/her immediate supervisor. The local Union or other representative shall be present if desired by either party. Where a possible dispute arises, the local Union or other representative shall attempt to resolve the matter with the relevant workplace supervisor or manager.
- (b) If the employee or Union still feels aggrieved, then the matter shall be referred to the relevant head of department. In the case of an employee grievance, the local Union or other representative shall be present if desired by either party.
- (c) If the matter is still unresolved, then it shall be referred to senior management and the senior local or State Union or other representative.
- (d) If the matter is still unresolved, then the State Union or other representative shall be advised and a meeting arranged. At this stage, the Employer's representative shall be advised and will be present at the request of either party.
- (e) It is agreed that steps **(a)** to **(d)** shall take place within 7 days.
- (f) Until the matter is determined, work shall continue normally in accordance with custom or practice existing before the grievance arose, while discussions take place. No party shall be prejudiced as to the final settlement by the continuance of work. Health and Safety matters are exempted from **sub-clause (f)**.

10.3 Role of the AIRC

When matters remain unresolved in relation to the application of this Agreement following application of the steps referred to in **sub-clause 10.2** above, then as provided by section 170LW(a) of the WRA they should be referred to the AIRC for assistance in reaching settlement, through conciliation in the first instance or, where necessary, arbitration.

10.4 Grievance procedure

For the avoidance of doubt it is the intention of the parties that employees shall retain access to **clause 10** of the Award.

10.5 Disciplinary procedure

- (a) Procedure
 - (i) Where disciplinary action is necessary the management representative shall notify the employee of the reason. The first warning shall be verbal and will be recorded on the employee's personal file.
 - (ii) If the problem continues the matter will be discussed with the employee and a second warning in writing will be given to the employee and recorded on the employee's personal file. A Union representative shall be present if desired by either party.

- (iii) If the problem continues the employee will be seen again by management. A final warning in writing may be given. The employee has the right to Union representation.
 - (iv) In the event of the matter recurring, then the employee may be terminated. No dismissals are to take place without the authority of senior management.
 - (v) Dismissal of an employee may still occur for acts of "serious and wilful misconduct".
 - (vi) If a dispute should arise over the disciplinary action, the course of action to be followed is that the matter shall be referred to the AIRC for resolution. Such resolution shall be accepted by the parties as final.
 - (vii) If after any warning a period of twelve months elapses without any further warning or action being required, all adverse reports relating to the warning must be removed from the employee's personal file.
- (b) Distribution of procedures
- (i) Employers will formulate policies and practices in accordance with these procedures, which shall be circulated to all employees.
 - (ii) All new employees shall be handed a copy of these procedures on commencement of employment.

11 No extra claims

- (a) This Agreement is in full final settlement of the 'HSUA 4 Log of Claims – Public Hospitals and Health Agencies Enterprise Bargaining 2004' that was the subject of Bargaining Periods and no further claims will be made by any party to this agreement.
- (b) The Parties agree to commence discussions for the next enterprise agreement no later than six months prior to the nominal expiry date of 30 September 2007 of this Agreement.

Part C - Wages and classification issues

12 Salaries and allowances

12.1 Salaries

- (a) Each employee is to be paid in accordance with the salary scale set out in **Schedule A** for the relevant classification and grade corresponding with the work undertaken by the employee. Amendments to classifications and classification grades made by Agreement 2000 have been incorporated into **Schedule A** of this Agreement.
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- (b) Except as provided for in **clause 13**, where annual salary increments are provided for the employee's classification, the employee will be entitled to progress through the annual increments on the anniversary of their employment.
- (c) The salaries and allowances payable to employees as set out in **Schedule A** have been adjusted by the following increases on the salaries and allowances payable under the Agreements 2000:
 - (i) the first pay period on or after 1 April, 2004 3%
 - (ii) the first pay period on or after 1 October, 2004 3%
 - (iii) the first pay period on or after 1 October, 2005 3%
 - (iv) the first pay period on or after 1 October, 2006 3%

12.2 Higher qualifications allowances

All Allowances shall be expressed on a weekly basis.

- (a) Medical Scientists – Higher Qualifications Allowance
 - (i) Where a scientist has a higher qualification s/he shall be paid, in addition to the rates of pay prescribed in the appropriate clause, the following:
 - (A) For CRFS, BRPT, CT (ASC), CT (IAC) or other recognised Graduate Certificate in medical science, or recognised equivalent, the sum of 4% of the base rate as defined.
 - (B) For Graduate Diploma in medical science or Graduate Diploma in Health Administration, or other recognised equivalent qualification, the sum of 6.5% of the base rate as defined.
 - (C) For MAACB, M.Sc, M.App.Sc., MAIP, HGSACC, or other recognised equivalent degree or qualification from a tertiary institution the sum of 7.5% of the base rate as defined.
 - (D) For FAACB, FAIMLS, D Sc, Ph.D, FAIP, FIMLS, FHGSA or member of the Royal College of Pathologists or other recognised equivalent qualification, the sum of 10% of the base rate as defined.
 - (ii) Such allowance shall not be cumulative in the case of multiple higher qualifications.
 - (b) Pharmacists – Higher Qualifications Allowance
 - (i) Where a pharmacist has a higher qualification they shall be paid, in addition to the rates of pay prescribed in the appropriate clause, the following:
 - (A) Graduate Certificate in a field of pharmacy, or other recognised equivalent degree, the sum of 4% of the base rate as defined.
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- (B) For the Fellowship Diploma in the Society of Hospital Pharmacists, the Graduate Diploma in Hospital Pharmacy, Graduate Diploma in Epidemiology, or the Post Graduate Diploma in Health Science Administration, or other recognised equivalent qualification, the sum of 6.5% of the base rate as defined.
 - (C) For the Master of Pharmacy, Master of Science Pharmacology or other recognised degree or diploma from a tertiary institution, or other recognised equivalent Degree or qualification from a tertiary institution, the sum of 7.5% of the base rate as defined.
 - (D) For the degree of Pharm. D, or other recognised equivalent Degree or qualification from a tertiary institution, the sum of 10% of the base rate as defined.
 - (ii) Such allowance shall not be cumulative in the case of multiple higher qualifications.
 - (c) Psychologists – Higher Qualifications Allowance
 - (i) Where a psychologist has a higher qualification they shall be paid, in addition to the rates of pay prescribed in the appropriate clause, the following:
 - (A) For Graduate Certificate in behavioural science or psychology, or other recognised equivalent qualification, the sum of 4% of the base rate as defined.
 - (B) For Graduate Diploma in behavioural science or psychology, or Graduate Diploma in Health Administration or other recognised equivalent qualification, the sum of 6.5% of the base rate as defined.
 - (C) For MA, M Sc, M Psych, membership of a College of the Australian Psychological Society, or any recognised equivalent qualification from a tertiary institution or membership of a college/board, the sum of 7.5% of the base rate as defined.
 - (D) For Ph.D, D Sc in behavioural science or psychology or other recognised equivalent qualification, the sum of 10% of the base rate as defined.
 - (ii) Such allowance shall not be cumulative in the case of multiple higher qualifications.
 - (d) Dietitians – Higher Qualifications Allowance
 - (i) Where a dietitian has a higher qualification they shall be paid, in addition to the rates of pay prescribed in the appropriate clause, the following:
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- (A) For Graduate Certificate or other recognised equivalent qualification, the sum of 4% of the base rate as defined.
 - (B) For Graduate Diploma in Dietetics, and Graduate Diploma in Health Administration, or other recognised equivalent qualification, the sum of 6.5% of the base rate as defined.
 - (C) For M.Sc. in dietetics, or any other recognised equivalent qualification from a tertiary institution, the sum of 7.5% of the base rate as defined.
 - (D) For Ph.D, D.Sc in dietetics, or any other recognised equivalent qualification from a tertiary institution, the sum of 10% of the base rate as defined.
- (ii) Such allowance shall not be cumulative in the case of multiple higher qualifications.
- (e) Audiologists – Higher Qualifications Allowance
- (i) Where an audiologist has a higher qualification they shall be paid, in addition to the rates of pay prescribed in the appropriate clause, the following:
- (A) For Graduate Certificate or other recognised equivalent qualification, the sum of 4% of the base rate as defined.
 - (B) For Graduate Diploma in Audiology or Graduate Diploma in Health Administration, or other recognised equivalent qualification, the sum of 6.5% of the base rate as defined.
 - (C) For M.Aud, M.Sc, M.App. Sc., or any other recognised equivalent qualification from a tertiary institution, the sum of 7.5% of the base rate as defined.
 - (D) For D.Sc, Ph.D in Audiology, or any other recognised equivalent qualification from a tertiary institution, the sum of 10% of the base rate as defined.
- (ii) Such allowance shall not be cumulative in the case of multiple higher qualifications.
- (f) Clinical Perfusionists – Higher Qualifications Allowance
- (i) Where a Clinical Perfusionist has a higher qualification s/he shall be paid, in addition to the rates of pay prescribed in the appropriate clause, the following:
- (A) For Graduate Certificate in Clinical Perfusion, or other recognised equivalent qualification, the sum of 4% of the base rate as defined.
 - (B) For Graduate Diploma in Bacteriology or Graduate Diploma in Health Administration or other recognised equivalent qualification, the sum of 6.5% of the base rate as defined.
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- (C) For MAACB, M.Sc, M.App.Sc., MAIP, HGSACC, or other recognised equivalent Degree or qualification from a tertiary institution the sum of 7.5% of the base rate as defined.
 - (D) For FAACB, FAIMLS, D. Sc, Ph.D, FAIP or FIMLS or other recognised equivalent qualification, the sum of 10% of the base rate as defined.
 - (ii) Such allowance shall not be cumulative in the case of multiple higher qualifications.
- (g) Medical Physicists – Higher Qualifications Allowance
- (i) Where a medical physicist has a higher qualification s/he shall be paid, in addition to the rates of pay prescribed in the appropriate clause, the following:
 - (A) For a recognised Graduate Certificate in physics, or recognised equivalent, the sum of 4% of the base rate as defined in **Schedule B**.
 - (B) For Graduate Diploma in physics or Graduate Diploma in Health Administration, or other recognised equivalent qualification, the sum of 6.5% of the base rate as defined in **Schedule B**.
 - (C) For M. Sc., M. Phys., M. Medical and Health Physics, or other recognised equivalent degree or qualification from a tertiary institution the sum of 7.5% of the base rate as defined in **Schedule B**.
 - (D) For D Sc, D Phys, Ph.D, or other recognised equivalent qualification, the sum of 10% of the base rate as defined in **Schedule B**.
 - (ii) Such allowance shall not be cumulative in the case of multiple higher qualifications.
- (h) Graduate Certificate, Graduate Diploma, Masters or PhD
- (i) Provided that where an employee covered by this Agreement holds a Graduate Certificate, Graduate Diploma, Masters or PhD in computing, information technology or management, or an MBA, or an equivalent qualification from a tertiary institution, and the qualification held is relevant to the work, or part of the work, which s/he is required to perform, s/he shall be paid, in addition to his/her salary, the following amount:
 - (A) Graduate Certificate, the sum of 4% of the base rate as defined for the relevant classification.
 - (B) Graduate Diploma, the sum of 6.5% of the base rate as defined for the relevant classification.
 - (C) Masters Degree or MBA, the sum of 7.5% of the base rate as defined for the relevant classification.
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(D) For PhD or professional doctorate, the sum of 10% of the base rate as defined for the relevant classification.

- (i) (ii) Such allowance shall not be cumulative in the case of multiple higher qualifications. An employee shall be paid only the relevant higher qualifications allowance for the highest qualification held, and for which s/he is eligible for payment under either **sub-clauses (h)(i)(A), (B), (C) or (D)**.

12.3 Base rates of pay

The base rates of pay for the purposes of this clause shall be as follows:

- (a) Medical Scientist Grade 1, Year 3
- (b) Pharmacist Grade 1, Year 2
- (c) Psychologist Grade 1, Year 3
- (d) Dietitian Grade 1, Year 3
- (e) Audiologist Grade 1, Year 3
- (f) Clinical Perfusionist Grade 1, Year 3
- (g) Medical Physicists Grade 1 Year 1

13 Increments

- (a) Effective from the first pay period on or after 1 April, 2004 the additional increments set out below will apply. These increments have been provided for in **Schedule A** and have been applied to the classification structure and salaries that applied under Agreement 2000 in operation as at 31 March, 2004:

Classification	Additional weekly increment
Pharmacist Grade 1 Year 6	\$25.00
Psychologist Grade 1 Year 8	\$25.00
Scientist Grade 1 Year 7	\$25.00
Clinical Perfusionist Grade 1 Year 7	\$25.00
Audiologist Grade 1 Year 7	\$25.00
Dietitian Grade 1 Year 7	\$25.00

- (b) An employee will translate to the increment which reflects his or her service or years of experience including service or experience prior to 31 March, 2004. Movement to a new increment will occur consistently with the following example:

Example - Pharmacist Grade 1 translation

A Pharmacist who at 31 March 2004, has 12 months' or more experience at the Grade 1 Year 5 increment will progress to the Grade 1 Year 6 increment on 1 April 2004.

A Pharmacist who, at 31 March 2004, has less than 12 months' experience at the Grade 1 Year 5 increment will progress to the Grade 1 Year 6 increment on a date when that employee has completed 12 months' experience at the Grade 1 Year 5 increment.

- (c) A Scientist or Audiologist classified as a Scientist or Audiologist Grade 1 6th year of experience, or a Scientist, or Audiologist Grade 1 7th year of experience and thereafter, who is appointed as a Scientist or Audiologist Grade 2, shall be paid at the Scientist or Audiologist Grade 2 – 2nd year rate after appointment.
- (d) A Pharmacist classified as a Pharmacist Grade 1 5th year of experience, or a Pharmacist Grade 1 6th year of experience and thereafter, who is appointed as a Pharmacist Grade 2, shall be paid at the Pharmacist Grade 2 – 2nd year rate after appointment.
- (e) Effective from the first full pay period on or after 1 April, 2004 the automatic increment available for all classifications at Grade 2 Year 4 shall be increased by \$15.00 per week.

14 Classifications

14.1 Senior Clinician Grade 4

- (a) A new classification of Senior Clinician (Dietitian) Grade 4, Senior Clinician (Pharmacist) Grade 4 and Senior Clinician (Psychologist) Grade 4 will be introduced
- (b) An Employer may elect to classify a Dietitian, Pharmacist or Psychologist as a Senior Clinician Grade 4. An employee who is classified as a Senior Clinician will be paid the relevant Grade 4 rates of pay, except for a Pharmacist classified as a Senior Clinician who will be paid at the Scientist Grade 4 rate of pay. The rates of pay for Senior Clinicians classified as such in accordance with this clause are set out in **Schedule A**.
- (c) A Dietitian, Pharmacist or Psychologist who is appointed to the position of Senior Clinician Grade 4 will meet the following criteria:

A Dietitian, Pharmacist or Psychologist with at least 10 years postgraduate experience, who possesses specific knowledge in the profession and works in an area(s) that require high levels of specialist knowledge as recognised by the Employer. The parameters of the role of a Senior Clinician include some of the following: a consultative role, lecturing in the area of his/her clinical specialty, teaching undergraduates and/or post-graduate students and providing education to staff from other disciplines.

- (d) Nothing in this clause 14.1 is to be interpreted as requiring an Employer to appoint an employee to the position of Senior Clinician Grade 4.

14.2 Dietitian Grade 4B

Effective from 1 April, 2004 an additional increment level set out in **Schedule A** is to be applied to the classification of Dietitian Grade 4B employed by the Employers in **Schedule C**. Nothing in this sub-clause prevents another health service applying the additional increment provided for herein to the classification of Dietitian Grade 4B.

14.3 Dietitian or Audiologist employed as a Director of Allied Health

Where a Dietitian or Audiologist is employed as a Director of Allied Health they shall be paid at the Scientist Grade 5 rate of pay provided for by **Schedule A**.

14.4 Pharmacist groupings

During the first twelve months of this Agreement, the Union on behalf of employees and the Employer will have ongoing discussions regarding the Pharmacist groupings contained in the Award.

14.5 Medical Physicists

- (a) A new classification for Medical Physicists will be introduced as set out in **Schedule B** effective from the 31 July 2004 for only Medical Physicists employed at:
 - (i) Peter MacCallum Cancer Centre
 - (ii) Bayside Health
 - (iii) Austin Health
 - (iv) Barwon Health
- (b) The rates of pay for Medical Physicists are incorporated into the pay rates set out in **Schedule A**.
- (c) Other health services may opt to use the classification structure for their Medical Physicists or continue to use the Medical Scientist classification structure.

15 Superannuation

- (a) In this clause, **Ordinary Time Earnings** means:
 - (i) Remuneration for a worker's weekly number of hours of work calculated at the ordinary time rate of pay, including higher qualifications allowance and the Radiation Safety Officer Allowance where payable;
 - (ii) The cash value of any deduction for board and lodging;
 - (iii) Over award payments for ordinary hours of work;
 - (iv) Shift work premiums;
 - (v) Saturday and Sunday premiums, where they are part of regular work.
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- (b) Employees will continue to have access to HESTA or Healthsuper.
- (c) The default fund on commencement of this Agreement will be the HESTA superannuation fund.
- (d) Superannuation contributions paid by the hospital into an approved Fund will be calculated on the ordinary time earnings and the applicable rate of pay as set out in **Schedule A** to this Agreement.

Part D - Hours of work

16 Accrued day off

An accrued day off (ADO) is to accrue for each full-time employee.

17 Overtime

- (a) Overtime shall be paid wherever work is performed in addition to the full time rostered shift length for that work area. Where full time employees in a particular work area work 8 hours per shift, overtime will be payable where a part time employee in that same area works beyond 8 hours in a shift. Where full time employees work 10 hours per shift, overtime will be payable where a part-time employee works beyond 10 hours. This clause shall be read in conjunction with **clause 27** - Overtime of the Award.
- (b) If due to organisational or institutional circumstances, difficulties arise from the requirement in **sub-clause (a)** that overtime will only be paid if the employee is requested or directed by the Employer to perform overtime work, the Union or the Employer affected may refer the matter to the AIRC for resolution in accordance with **clause 10** of this Agreement.

18 Meal interval

- (a) All employees are entitled to meal breaks as per the Award and are entitled to be relieved from duty to enable them to take such breaks.
- (b) For the purposes of this clause the term "duty" shall include the requirement to remain contactable by telephone, pager or mobile phone.
- (c) Any employee who is unable to be relieved of duty to enable them to take a meal break shall be paid for the break as time worked at the ordinary rate plus 50%.

19 Part time employment

- (a) The Employer will accommodate the reasonable needs reasonable needs of an employee to return to work from parental leave on a part-
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time basis at the employee's substantive classification where this is necessary for them to discharge adequately their responsibilities as a primary care giver and parent.

- (b) Where the Employer experiences a genuine inability to accommodate such a request on operational grounds, the matter will be referred to a reference group consisting of the Employer and Union representatives in order to resolve the matter.

20 Oncall/recall

20.1 On-call allowance

- (a) Where an employee is on-call during the period commencing the time of finishing ordinary duty on Monday and the termination of ordinary duty on Friday, the employee shall be paid an on-call allowance of 2.5% of the base rate of pay in respect of any twelve (12) hour period or part thereof.
- (b) The on-call allowance shall be 5.0% of the base rate in respect of any other twelve (12) hour period or part thereof or on any public holiday or part thereof.
- (c) For psychologists, the base rate of pay shall be the weekly rate of pay for his/her classification.

20.2 Recall

- (a) In the event of an employee being recalled to duty for any period during an off-duty period such an employee shall be paid from the time of receiving the recall until the time of finishing such recall duty with a minimum of three hours' payment for each such recall, at the following rates:
 - (i) Within a spread of twelve hours from the commencement of the last previous period of ordinary duty - time and a half.
 - (ii) Outside a spread of twelve hours from the commencement of the last previous period of ordinary duty - double time.
 - (b) An employee who works so much recall between midnight and the commencement of his or her next succeeding rostered period of duty that he or she would not have at least ten consecutive hours off duty between those times, shall, subject to this clause, be released after completion of such recall worked until he or she has had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
 - (c) If on the instructions of his or her Employer such an employee resumes or continues work without having had such ten consecutive hours off duty he or she shall be paid at the rate of double time until he or she is released from duty for such rest period and he or she 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
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such absence. No employee shall present for duty on a voluntary basis unless he or she has had ten consecutive hours (within the meaning of this clause) off duty.

- (d) In the event of any employee being recalled to duty during an off duty period where such recall is not continuous with the next succeeding rostered period of duty, such employee shall be paid a minimum of three hours pay consistent with **sub-clauses 20.2(a)(i) and (ii)** above.
- (e) In the event of any employee finishing any period of recall 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.
- (f) No employee shall be permitted to be on call in the 24 hour period prior to any change of shift.

20.3 Telephone recall

- (a) Where an employee is recalled for duty by telephone, such employee shall be paid a minimum of one hour's overtime for such recall work.
- (b) For subsequent telephone recalls beyond the first hour, the employee will be paid a minimum of one hour's overtime provided that multiple recalls within a discrete hour will not attract additional payment.
- (c) Where the person on-call is not available, or where there is no person rostered on-call or where the professional advice of an un-rostered scientist is required, the telephone recall allowance shall be paid.

20.4 CATT on-call allowances and arrangements – Psychiatric Services (CATT only)

- (a) An on-call allowance at the rate prescribe by **Schedule A** shall be payable to employees engaged on on-call/recall for the provision of a crisis response (CATT type function) for each on call period of 12 hours or part thereof.
 - (b) The allowance includes payment of work performed of up to one hour's aggregate duration for each on-call period.
 - (c) 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.
 - (d) The parties are to regard telephone attendance as recall to duty.
 - (e) Employees are to receive an uninterrupted break of at least eight hours between the end of the recall and the next shift. Where the eight hour break is not observed double time shall be paid until such break is observed.
 - (f) The maximum period of on-call for CATT is to be twelve hours, with existing arrangements below the twelve hours not to be disturbed.
-

- (g) The parties acknowledge the unique nature of on-call requirements for crisis response (CATT-type functions) and that it is not comparable to any other health care arrangement or setting.

20.5 Four days clear of duty per fortnight

- (a) Rosters shall be planned to ensure that employees receive four clear days per fortnight free from duty including on-call.
- (b) Only where such days free from on-call cannot be provided and employees are required to be on-call (including telephone recall of greater than one hour):
 - (i) during weekend days or public holidays or on days that the employee is not rostered for duty; and
 - (ii) are rostered to be on-call for a minimum of two (2) days in every four week cycle over twelve (12) cycles in an anniversary year;
 such employee shall receive an additional five days leave per anniversary year.
- (c) An employee who is regularly rostered to be on-call in accordance with **subclause (b)(i) and (ii)** can accrue such leave on a pro rata basis in accordance with the table below:

No. of 4 week roster cycles on call	No. of Additional Days Leave
Less than 4	0
4 but less than 6	1
6 but less than 8	2
8 but less than 10	3
10 but less than 12	4
12 or more	5

- (d) To determine whether an entitlement arises under **sub-clause (c)** the Employer will, between 1 December and 30 December in each year, calculate the number of four week roster cycles worked by the employee during the 12 month period immediately preceding the date on which the calculation is made, during which the employee was rostered for on-call duty:
 - (i) on days on which the employee was not rostered for duty; and
 - (ii) was rostered for on-call duty for a minimum of two days.
- (e) Any leave accrued in accordance with this clause shall be taken by agreement between the Employer and the employee subject to the operational needs of the health service.
- (f) Any additional leave accrued under this provision shall not attract any projected penalties or annual leave loading.

21 Rest breaks

- (a) Where overtime and recall work is necessary it should be so arranged that employees have at least ten (10) consecutive hours off duty between that work and the next successive shift.
- (b) Where an employee works so much overtime or recall that they would not have had at least ten (10) consecutive hours off duty between such work and the commencement of their next rostered period of duty, the employee shall be released after the completion of such work until they have had ten (10) consecutive hours off duty without loss of pay for rostered hours occurring during such absence.
- (c) If on the instruction of the Employer, an employee resumes or continues work without having had ten (10) consecutive hours off duty, such employee shall be paid at the rate of double time until they have been released from duty for such a rest break and shall be entitled to ten (10) consecutive hours off duty without loss of pay for rostered hours occurring during such absence.

Part E - Leave

22 Annual leave loading

- (a) For all periods of annual leave employees shall in addition receive the higher of either:
 - (i) Ordinary pay plus a loading of 17.5%, provided that the maximum annual loading payable shall be calculated on the base salary for Medical Scientist Grade 3, Year 2; or
 - (ii) Payment for the period of annual leave calculated at his/her average hourly earnings (excluding overtime) over the previous 12 months, or such shorter period of service which might apply, including shift premiums and/or Saturday, Sunday and public holiday premiums, provided that for employees who work on Saturdays and/or Sundays only, or who are rostered on permanent night shift, payment for the period of annual leave shall be calculated at the rate of pay that they would have earned had they been at work.
- (b) An employee and the Employer may agree to defer payment of the annual leave loading prescribed in respect of single day absences, until at least five consecutive annual leave days are taken.

23 Additional annual leave entitlements - weekend shift work

- (a) Staff (including part-time staff) who work shifts in excess of 4 hours which fall on a Saturday and/or Sunday, as part of their ordinary hours,
-

will accrue additional annual leave at the rate of 0.5 times the number of ordinary hours worked on any weekend day, up to a maximum of 38 hours additional leave in any 12-month period.

- (b) Provided that, in the case of part-time workers who work both a Saturday and a Sunday shift on the same weekend, only one shift per weekend will attract the accrual of the additional annual leave (ie either the Saturday or Sunday shift, but not both), up to the maximum accrual of 38 hours in any 12 month period. Provided further that where a differing number of hours are worked on a Saturday and Sunday by a part-time worker on any one weekend, the longer shift will be used to calculate the accrual of additional annual leave.
- (c) In relation to the administration of an employee's additional annual leave:
 - (i) Where extended leave is taken (eg parental, sick, long service leave etc) and employee may elect to utilise any available annual leave credits, or retain such credits until her/his return to duty;
 - (ii) Where an employee with extended leave credits is promoted within a hospital or health service, the credits will be carried over to their employment in the new role;
 - (iii) Where an employee with extended leave credits resigns or their employment is otherwise terminated, their credits will be paid out as part of their normal annual leave payments.
- (d) The additional annual leave may be taken separately, or in conjunction with another period of annual leave, at any time by mutual agreement. Provided that where there is no agreement, such leave may be taken within 6 months of the end of any 12 month period during which the additional annual leave has accrued.

24 48/52 leave

- (a) Employees may apply for and be granted 48/52 employment arrangements subject to agreement with the Employer, such agreement not being unreasonably withheld.
 - (b) These 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 this Agreement for each week during which their employment is subject to these arrangements.
 - (c) Other entitlements will be unaffected by these arrangements.
 - (d) Where an employee applies for leave pursuant to this clause the Employer shall respond to such request within four weeks.
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25 Public holidays

25.1 Payment for work on public holidays when substitute days are declared

If an employee works on a substituted day and not a declared public holiday, the employee will receive public holiday entitlements for working the substituted day. The employee shall only receive the benefit for either the declared public holiday or the substituted day contingent on the day worked.

25.2 Public holiday pay for part time staff rostered off

- (a) To determine the entitlement to public holidays for part-timers rostered off on a public holiday the following shall apply:
 - (i) Where a public holiday occurs on a day a part-time employee normally works, but the employee is not required to work, the employee is entitled to receive the award public holiday benefit.
 - (ii) Where a public holiday occurs on a day a part-time employee is not rostered to work the employee shall receive payment according to the following formula based on Award prescription:
- (b) Average weekly hours over the previous six months are to be determined and a pro-rata payment made, regardless of whether the employee would ever work on that day of the week.

Example:

Average Hours	Shift Length	Base Payment	Penalty	Payment
24 hours	X 8 hours	5.05 hours	T 1.5	7.575
38 hours				

26 Long service leave

Where an employee is entitled to a period of long service leave, the Employer shall, at the request of the employee and subject to the approval of the Employer (such approval shall not be unreasonably withheld) allow the employee to take the whole or any part of the long service leave at double the quantum of leave at half pay or half the quantum of leave at double pay, as the case may be.

27 Parental leave

- (a) An employee is entitled to parental leave in accordance with **clause 30** of the Award.
 - (b) Effective from 1 April 2004, an employee will be entitled to payment of seven (7) weeks salary upon commencement of maternity or adoption leave.
-

- (c) Effective from 1 April 2005, an employee will be entitled to payment of eight (8) weeks salary upon commencement of maternity leave or adoption leave
- (d) Payment shall be made at the commencement of leave or, if requested by the employee, by 3 fortnightly salary payments (4 fortnightly payments from 1 April 2005).
- (e) Previous service within the public health sector is to be regarded as service with the Employer for the purposes of accessing the entitlement to paid maternity leave or adoption leave for employees with less than 12 months service with an Employer.
- (f) An employee, whose spouse or de facto spouse (including same sex couples) is giving birth or adopting a child, is entitled to payment of one week's salary.
- (g) A female employee shall be entitled to work until their estimated date of confinement except where this would present a risk to the employee or the unborn child.
- (h) If requested by the Employer, the employee shall provide a statement confirming that their medical practitioner or midwife believes that continuation in their position is not a risk to the employee or the unborn child. The certificate must be provided not less than 8 weeks prior to her presumed date of confinement.
- (i) If a statement is not provided then the Employer will make all practical efforts to remedy the unsafe situation and if this is not possible, the employee will be offered a safe, alternate position in accordance with clause 34 (Parental Leave) of the Award.
- (j) Employees who already receive maternity/parental leave payments in excess of those above shall not suffer any disadvantage.

28 Prenatal leave

Where an employee is required to attend prenatal appointments or parenting classes that are only available or can only be attended during the ordinary rostered shift of the employee, then the employee on production of satisfactory evidence to this effect may access their Carer's leave credit for such purpose.

29 Sick leave

For the purposes of certification of sick leave, certificates issued by registered psychologists, dentists, medical practitioners or a statutory declaration signed by the employee shall be deemed to be satisfactory evidence of sickness.

30 Study leave

- (a) Paid study leave for post-graduate study shall be available to full time and part-time employees, however 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 the course and institution in which the employee is enrolled or proposes to enrol and details of the relevance of the course to the employee's employment.

- (b) The Employer will notify the employee of whether their request for study leave has been approved within 7 days of the application being made.
- (c) The entitlement to study leave as provided for in **sub-clause (a)** is for 4 hours per week up to 26 weeks per annum.
- (d) 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.
- (e) A part-time employee will be entitled to paid study leave on a pro-rata basis.

31 Conference leave

- (a) Each part-time or full time employee covered by this Agreement shall be entitled to two days paid conference leave per annum to attend scientific or health-related conferences.
- (b) A "day's pay" shall be based on the individual employee's usual shift length.
- (c) 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.
- (d) Where possible the leave should be requested in writing 6 weeks in advance of the proposed leave date.
- (e) The approval of leave will not be unreasonably withheld provided the leave is for a scientific or health related conference/seminar.
- (f) The Employer must, wherever possible, notify the employee whether leave will be granted within 7 days of the application being made.

32 Professional development leave

- (a) All full-time employees shall be entitled to three days Professional Development Leave per annum for the purpose of furthering their professional development, including but not limited to research, home study and attendance at seminars and conferences.
 - (b) A "day's pay" shall be based on the individual employee's usual shift length.
 - (c) Professional Development leave shall be granted without conditions such as a requirement to report back in any way or provide services following conference/seminar attendance.
-

- (d) Where possible the leave should be requested in writing 6 weeks in advance of the proposed leave date.
- (e) The approval of leave will not be unreasonably withheld.
- (f) The Employer must notify the employee in writing if the leave is approved or not within 7 days of the application being made. If the leave is not granted the reasons will be included in the notification to the applicant.

33 Replacement of staff on leave

Where an employee is absent on annual leave for a period of 10 days or more, management should seriously consider providing 100% leave cover for that period where the services provided by the relevant work area would be seriously jeopardised by the absence of the employee.

34 Donors leave

Upon the request of an employee, the Employer shall release employees to donate blood where a collection unit is on site or by arrangement at local level.

35 Twelve month career breaks

- (a) Employees may apply for and be granted twelve-month career breaks subject to agreement with the Employer, such agreement not being unreasonably withheld.
- (b) Where an employee applies for leave pursuant to this clause the Employer shall respond to such applications within four weeks.

36 Supervision of probationary psychologists (non-mental health)

During the nominal life of this Agreement the Union, on behalf of the employees, and the Employer agree to consult over the supervision of probationary psychologists in services other than those funded under the Mental Health Program.

Part F - Mental health

37 Scope

This **Part F** only applies to Psychologists engaged by an Employer in the provision of DHS funded psychiatric and/or mental health programs.

38 Community caseload management

- (a) At the local level the parties, including relevant clinicians and managers, will develop and implement an agreed caseload management system (CMS) for community teams and maintain it as the primary method of caseload allocation for case managers.
 - (b) Where a CMS cannot be agreed either party may invoke **clause 10** – Grievance and Dispute Resolution clause of this Agreement.
 - (c) Notwithstanding (a) above, an existing CMS that meets the principles outlined in (d) and (e) below will continue as the CMS. A CMS that does not meet all or any of the principles outlined in (d) will be amended to incorporate those principles.
 - (d) The agreed CMS will take into account the following:
 - (i) 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:
 - the clinician's ordinary rostered hours;
 - client complexity and needs (which includes travelling time and documentation);
 - clinical commitments to clients as well as team/service;
 - organisational commitments;
 - the clinician's professional development and clinical supervision commitments;
 - the skill, competency and/or experience of the clinician.
 - (ii) 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 agreed CMS will include 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:
 - organisational commitments eg planned absences such as ADO's, regular meetings etc
 - clinical commitments eg hand overs, 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
-

- variable commitments eg either clinical or organisational commitments that may vary from week to week
 - fixed commitments i.e. commitments that must occur
- (iii) The agreed allocation tool will also incorporate the following:
- a case weighting system that reflects the acuity and complexity of cases allocated to each employee;
 - a regular method of clinical workload assessment; and
 - a mechanism for caseloads to be reviewed between the clinician/team manager on a weekly basis or as otherwise determined at the service.

39 Overtime

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

40 Secondary caseloads

- (a) 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:
- (i) other clinician's caseload commitments;
 - (ii) the principle that a clinician's caseload capacity and case management (including secondary caseload capacity) is determined by the CMS tool referred to in **sub-clause 38(e)** and the CMS principles outlined therein
- (b) 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;
- (c) Backfill will be provided if the secondary caseload is unable to be managed despite active prioritisation of caseload at team level.

41 Adult acute inpatient units

- (a) Adequate numbers of psychologists will be employed to ensure appropriate clinical intervention by a psychologist can be delivered in a safe and therapeutic way.
- (b) The staffing allocation is to provide sufficient time to enable all employees to complete all regular organisational commitments, professional development and training and all necessary documentation within the normal shift length.
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42 Professional development plan

A psychologist covered by **Part G** of this agreement may request a professional development plan 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 psychologist's participation in the program.

43 Supervision of probationary psychologists

The Employer will ensure that a probationary psychologist employed within the normal health program is provided, at no cost to themselves, with supervision from a senior psychologist classified at Grade 3 or above in accordance with the requirements of the Victorian Psychologists Registration Board.

Part G - Miscellaneous

44 Employment arrangements

44.1 Australian Workplace Agreements (AWA)

The Employer will not offer an AWA to any employee whose employment is covered by this Agreement.

44.2 Exclusion of fixed term contracts

Fixed term contracts will only be used for true fixed term arrangements, including special projects, post graduate training, graduate year positions, maternity and long service leave relief.

45 Resources and facilities

45.1 Access to new employees

- (a) For the purposes of facilitating the orientation of new employees and in particular familiarizing such employees with this Agreement the Union shall be provided, in writing on a quarterly basis, with the dates, times and venues of any orientation/induction programs and be permitted to attend.
- (b) If the dates of these programmes are fixed in advance for a regular day and time then a list should be sent to the Union forthwith.
- (c) Where the dates of orientation/induction programmes are not fixed in advance, the Union should receive reasonable notification of at least 14 days to enable a Union representative to attend.

45.2 Job and occupational health & safety representatives

- (a) In addition to other leave entitlements, job and occupational health and safety representatives are to have reasonable time release from duty to attend to matters relating to industrial, occupational health and safety or
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other relevant matters such as grievance procedures, committee meetings etc.

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

45.3 Access to employees and facilities

For the purpose of facilitating the avoidance of disputes about matters pertaining to the employment relationship or arising under this Agreement;

- (a) the Union is to be given access to employees;
- (b) the Union Occupational Health & Safety representatives shall be provided with access to facilities such as telephones, computers, e-mail, notice-boards and meeting rooms in a manner that does not adversely affect service delivery and work requirements; and
- (c) a notice board for the Union's use should be established in each Department in which persons eligible to be members of the Union are employed.

46 Child care costs

- (a) Where employees are required by the Employer to work outside their ordinary 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 possible after the working of such overtime.

47 Breast-feeding facilities

The Employer will provide private and comfortable areas at each worksite for staff members who are breast-feeding to enable them to express milk or to feed children whilst at work.

48 Exposure to hazardous substances

Any employee exposed to toxic agents or radiation in the course of their employment shall be entitled to a blood count carried out free of charge as often as is considered necessary.

49 Reimbursement of City Link tolls

An employee who is required to travel on Employer business or who is recalled to duty outside normal working hours, and who incurs expenses for City Link tolls, will be fully reimbursed for such expenses on production of receipts.

50 Technological change (all classifications except Psychologists)

This clause will only operate if the Employer and the Union are not jointly parties to another certified agreement which deals with the introduction of change.

50.1 Definitions

For the purpose of this clause

Technological change means the introduction, alteration or replacement of pharmaceutical or scientific instruments, computers (including word processing machines), or work practices ancillary to the use of such equipment, which change, if implemented by an Employer, may have material effects in or on the employment of persons to which this Award applies.

Pharmaceutical or scientific Instrument/computer means an electronic device (including a word processing machine) which is capable of receiving specimens, facts or data, processing or performing calculations on those specimens or data, and delivering answers or information in the required format for use by a person, or to control the operations of other machines, scientific instruments or computers.

Material effects means the termination of employment, the elimination or diminution of job opportunities, promotional opportunities, job tenure or the use of skills, the alteration of hours of work, and the need for retraining or transfer of employees to other work or locations.

Employer means the employing institution and/or the authorised agent of the institution who is responsible for the performance of any Act coming within the meaning of this clause.

50.2 Notification

When the Employer instructs or commissions, employees, consultants or suppliers or any other persons to carry out an investigation of the feasibility of technological or organisational change or personally commences such an investigation, the Employer shall notify

- (a) The Secretary of the Health Services Union of Australia Victoria No 4 Branch and
- (b) In any case where the Employer is able to identify the employees who may be materially affected in their employment by the change, those employees -

That the investigation is being undertaken, and specify the Employer's principle objective or objectives of such investigation.

50.3 Consultation during feasibility investigation

During the course of any feasibility investigation, the Employer shall ;

- (a) keep the Union and the employees who have been notified informed of;
and
-

- (b) when requested in writing by the Union or by such employees or any of them to do so, consult with them about

any technological change being considered, any material effect which might ensue and alternative proposals which might eliminate or lessen such effects.

50.4 Decision to implement

If an Employer decides to implement technological change, the Union and the employees, who may be materially affected in their employment by the change, will be notified by the Employer as soon as possible thereafter.

After notifying the decision, the Employer will inform the Union and the employees who have been notified, of the nature and extent of likely material effects, will consult with them about the proposed change, the reasons for it and any alternative proposals which, if implemented, might eliminate or lessen likely material effects.

50.5 Information

Providing information to the employees and the Union, the Employer shall indicate the source thereof and provide such technical data as will allow evaluation of the likely material effects of any proposal for technological change. The information provided pursuant to this clause shall not be divulged to any other employer nor used for any purpose other than the making of the said evaluation.

50.6 Method of notification

- (a) All notifications and information to the Union will be addressed in writing to the Secretary or to such other official thereof as designated by the said Secretary.
- (b) All notifications and information to employees shall be in writing.

50.7 Consultations

All consultations between the Union and the Employer will take place at the Employer's place of business during the usual office hours or at such time or times and place as are agreed upon, or in the absence of agreement as are specified by the Employer.

51 Introduction of change (Psychologists)

This clause will only operate if the Employer and the Union are not jointly parties to another certified agreement which deals with introduction of change.

51.1 Employer's duty to notify

- (a) Where an 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.
 - (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the Employer's workforce or in
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the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

- (c) Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

51.2 Employer's duty to discuss change

- (a) The Employer shall discuss with the employees affected and the Union, inter alia, the introduction of the changes referred to in sub-clause 1 hereof, 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 the Union in relation to the changes.
- (b) The discussions shall commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in **sub-clause 51.1** above .
- (c) For the purposes of such discussion, the Employer shall provide in writing to the employees concerned and the Union, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that any Employer shall not be required to disclose confidential information the disclosure of which would be inimical to the Employer's interests.

52 Redundancy

This clause will only operate if the Employer and the Union are not jointly parties to another certified agreement which deals with redundancy.

52.1 Discussions Before Terminations

- (a) Where an Employer has made a definite decision that the Employer no longer wishes the job the employee has been doing done by anyone and this not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Employer shall hold discussions with the employees directly affected and with the Union.
 - (b) The discussions shall take place as soon as is practicable after the Employer has made a definite decision which will invoke the provisions of **sub-clause 52.1(a)** above and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
 - (c) For the purposes of the discussion the Employer shall, as soon as is practicable, provide in writing to the employees concerned and the Union, all relevant information about the proposed terminations
-

including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any Employer shall not be required to disclose confidential information the disclosure of which would be inimical to the Employer's interests.

Part H - Occupational health and safety

53 Occupational health and safety committee

- (a) The parties recognise that health services have particular health and safety issues. The parties are committed to the promotion of a joint approach to focus a renewed effort towards reforms in workplace Occupational Health & Safety (OH&S) including improved OH&S consultation and issue resolution processes.
- (b) Where they do not already exist, the parties agree to establish an OH&S committee for employees covered by this Agreement, including representatives of the Union, in accordance with the OH&S Act 1986.

54 Genetic counsellors

During the nominal life of this Agreement the Union, on behalf of Employees, and the Employer will have ongoing discussions regarding the creation of a classification structure for Genetic Counsellors.

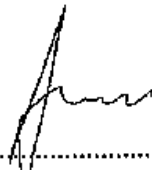
The parties are committed to having further discussions concerning the insertion into this certified agreement of a classification structure, work level definitions and rates of pay which will be based on those rates as at 1 April 2004 for Genetic Counsellors. The process comprehended by this commitment applies to employees at the health services below:

- Peter MacCallum Cancer Centre
 - Victorian Clinical Genetic Services
 - Melbourne Health
 - Mercy Health
-

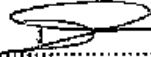
Executed as an agreement.

Signed for and on behalf of Western
Health by its authorised representative
in the presence of:

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Signature

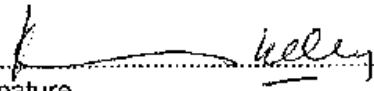
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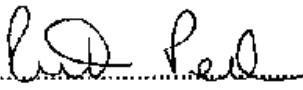
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Name of Witness (print)

Signed for and on behalf of Health
Services Union of Australia by its
authorised officers in the presence of:

)
)


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Signature

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Name (print)


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Witness

.....
Name of Witness (print)

Schedule A

Rates of pay and allowances

Classification	1.3.03	1.4.04	1.10.04	1.10.05	1.10.06
<u>Pharmacy</u>					
PHARMACY STUDENT	\$195.90	\$201.80	\$207.80	\$214.10	\$220.50
TRAINEE PHARMACIST	\$580.30	\$597.70	\$615.60	\$634.10	\$653.10
PHARMACIST GR1 YR1	\$725.40	\$747.20	\$769.60	\$792.70	\$816.40
PHARMACIST GR1 YR2	\$768.00	\$791.00	\$814.80	\$839.20	\$864.40
PHARMACIST GR1 YR3	\$841.80	\$867.10	\$893.10	\$919.90	\$947.50
PHARMACIST GR1 YR4	\$883.60	\$910.10	\$937.40	\$965.50	\$994.50
PHARMACIST GR1 YR5	\$928.60	\$956.50	\$985.20	\$1,014.70	\$1,045.10
PHARMACIST GR1 YR6		\$982.20	\$1,011.70	\$1,042.00	\$1,073.30
PHARMACIST GR2 YR1	\$928.60	\$982.20	\$1,011.70	\$1,042.00	\$1,073.30
PHARMACIST GR2 YR2	\$981.50	\$1,010.90	\$1,041.30	\$1,072.50	\$1,104.70
PHARMACIST GR2 YR3	\$1,030.00	\$1,060.90	\$1,092.70	\$1,125.50	\$1,159.30
PHARMACIST GR2 YR4	\$1,098.80	\$1,147.20	\$1,181.60	\$1,217.10	\$1,253.60
PHARMACIST GR3 YR1	\$1,158.20	\$1,192.90	\$1,228.70	\$1,265.60	\$1,303.60
PHARMACIST GR3 YR2	\$1,198.80	\$1,234.80	\$1,271.80	\$1,310.00	\$1,349.30
PHARMACIST GR3 YR3	\$1,230.90	\$1,267.80	\$1,305.90	\$1,345.00	\$1,385.40
PHARMACIST GR3 YR4	\$1,298.80	\$1,337.80	\$1,377.90	\$1,419.20	\$1,461.80
DEP DIR PHARM GP 4A	\$1,198.80	\$1,234.80	\$1,271.80	\$1,310.00	\$1,349.30
DEP DIR PHARM GP 3	\$1,298.80	\$1,337.80	\$1,377.90	\$1,419.20	\$1,461.80
DEP DIR PHARM GP 2	\$1,328.40	\$1,368.30	\$1,409.30	\$1,451.60	\$1,495.10
DEP DIR PHARM GP 1B	\$1,357.50	\$1,398.20	\$1,440.20	\$1,483.40	\$1,527.90
DEP DIR PHARM GP 1A	\$1,429.80	\$1,472.70	\$1,516.90	\$1,562.40	\$1,609.30
DEP DIR PHARM GP1A&B	\$1,357.50	\$1,398.20	\$1,440.20	\$1,483.40	\$1,527.90
DIR PHARMACY GP 4B	\$1,328.40	\$1,368.30	\$1,409.30	\$1,451.60	\$1,495.10
DIR PHARMACY GP 4A	\$1,357.50	\$1,398.20	\$1,440.20	\$1,483.40	\$1,527.90

DIR PHARMACY GP 3	\$1,429.80	\$1,472.70	\$1,516.90	\$1,562.40	\$1,609.30
DIR PHARMACY GP 2	\$1,559.80	\$1,606.60	\$1,654.80	\$1,704.40	\$1,755.60
DIR PHARMACY GP 1B	\$1,776.80	\$1,830.10	\$1,885.00	\$1,941.60	\$1,999.80
DIR PHARMACY GP 1A	\$1,990.90	\$2,050.60	\$2,112.10	\$2,175.50	\$2,240.80
PHARM IN CHARGE YR1	\$1,030.00	\$1,060.90	\$1,092.70	\$1,125.50	\$1,159.30
PHARM IN CHARGE YR2	\$1,098.80	\$1,131.80	\$1,165.70	\$1,200.70	\$1,236.70
PHARM IN CHARGE YR3	\$1,125.60	\$1,159.40	\$1,194.10	\$1,230.00	\$1,266.90

Allowances

Higher Qual Allowance

Graduate Certificate	\$30.70	\$31.60	\$32.60	\$33.55	\$34.55
Graduate Diploma...	\$49.90	\$51.40	\$52.90	\$54.50	\$56.20
MSc ...	\$57.60	\$59.30	\$61.10	\$62.95	\$64.85
PhD...	\$76.80	\$79.10	\$81.50	\$83.90	\$86.45
On-Call	\$19.20	\$19.80	\$20.40	\$21.00	\$21.60
	\$38.40	\$39.55	\$40.75	\$42.00	\$43.20
Shift Allowance	\$16.55	\$17.05	\$17.60	\$18.10	\$18.65

<u>Medical Scientist</u>	1.3.03	1.4.04	1.10.04	1.10.05	1.10.06
SCIENCE TRAINEE YR 1	\$338.00	\$348.10	\$358.50	\$369.30	\$380.40
SCIENCE TRAINEE YR 2	\$405.60	\$417.70	\$430.20	\$443.20	\$456.50
SCIENCE TRAINEE YR 3	\$507.00	\$522.20	\$537.90	\$554.00	\$570.60
SCIENCE TRAINEE YR 4	\$574.60	\$591.80	\$609.60	\$627.90	\$646.70
SCIENCE TRAINEE YR 5	\$608.30	\$626.50	\$645.30	\$664.70	\$684.60
SCIENCE TRAINEE ADLT	\$540.70	\$556.90	\$573.60	\$590.80	\$608.60
SCIENTIST GR 1 YR 1	\$675.90	\$696.20	\$717.10	\$738.60	\$760.70
SCIENTIST GR 1 YR 2	\$725.40	\$747.20	\$769.60	\$792.70	\$816.40
SCIENTIST GR 1 YR 3	\$787.10	\$810.70	\$835.00	\$860.10	\$885.90
SCIENTIST GR 1 YR 4	\$841.80	\$867.10	\$893.10	\$919.90	\$947.50
SCIENTIST GR 1 YR 5	\$883.60	\$910.10	\$937.40	\$965.50	\$994.50
SCIENTIST GR 1 YR 6	\$928.60	\$956.50	\$985.20	\$1,014.70	\$1,045.10
SCIENTIST GR 1 YR 7		\$982.20	\$1,011.70	\$1,042.00	\$1,073.30
SCIENTIST GR 2 YR 1	\$928.60	\$982.20	\$1,011.70	\$1,042.00	\$1,073.30
SCIENTIST GR 2 YR 2	\$981.50	\$1,010.90	\$1,041.30	\$1,072.50	\$1,104.70
SCIENTIST GR 2 YR 3	\$1,030.00	\$1,060.90	\$1,092.70	\$1,125.50	\$1,159.30
SCIENTIST GR 2 YR 4	\$1,098.80	\$1,147.20	\$1,181.60	\$1,217.10	\$1,253.60
SCIENTIST GR 3 YR 1	\$1,158.20	\$1,192.90	\$1,228.70	\$1,265.60	\$1,303.60
SCIENTIST GR 3 YR 2	\$1,198.80	\$1,234.80	\$1,271.80	\$1,310.00	\$1,349.30
SCIENTIST GR 3 YR 3	\$1,230.90	\$1,267.80	\$1,305.90	\$1,345.00	\$1,385.40
SCIENTIST GR 3 YR 4	\$1,298.80	\$1,337.80	\$1,377.90	\$1,419.20	\$1,461.80
SCIENTIST GR 4 YR1&2	\$1,357.50	\$1,398.20	\$1,440.20	\$1,483.40	\$1,527.90
SCIENTIST GR 4 YR3&4	\$1,429.80	\$1,472.70	\$1,516.90	\$1,562.40	\$1,609.30
SCIENTIST GR 4 YR 5	\$1,559.80	\$1,606.60	\$1,654.80	\$1,704.40	\$1,755.60
SCIENTIST GRADE 5	\$1,927.30	\$1,985.10	\$2,044.70	\$2,106.00	\$2,169.20
SCIENTIST DEPUTY DIR	\$1,776.80	\$1,830.10	\$1,885.00	\$1,941.60	\$1,999.80
SCIENTIST DIRECTOR	\$1,990.90	\$2,050.60	\$2,112.10	\$2,175.50	\$2,240.80
PRINCIPAL SCIENTIST	\$1,776.80	\$1,830.10	\$1,885.00	\$1,941.60	\$1,999.80

CL PERFUSION GR1 YR1	\$675.90	\$696.20	\$717.10	\$738.60	\$760.70
CL PERFUSION GR1 YR2	\$725.40	\$747.20	\$769.60	\$792.70	\$816.40
CL PERFUSION GR1 YR3	\$787.10	\$810.70	\$835.00	\$860.10	\$885.90
CL PERFUSION GR1 YR4	\$841.80	\$867.10	\$893.10	\$919.90	\$947.50
CL PERFUSION GR1 YR5	\$883.60	\$910.10	\$937.40	\$965.50	\$994.50
CL PERFUSION GR1 YR6	\$928.60	\$956.50	\$985.20	\$1,014.70	\$1,045.10
CL PERFUSION GR1 YR7		\$982.20	\$1,011.70	\$1,042.00	\$1,073.30
CL PERFUSION GR2 YR1	\$981.50	\$1,010.90	\$1,041.30	\$1,072.50	\$1,104.70
CL PERFUSION GR2 YR2	\$1,030.00	\$1,060.90	\$1,092.70	\$1,125.50	\$1,159.30
CL PERFUSION GR2 YR3	\$1,098.80	\$1,131.80	\$1,165.70	\$1,200.70	\$1,236.70
CL PERFUSION GR2 YR4	\$1,158.20	\$1,208.40	\$1,244.60	\$1,282.00	\$1,320.40
CL PERFUSION GR2 YR5	\$1,198.80	\$1,234.80	\$1,271.80	\$1,310.00	\$1,349.30
CL PERFUSION GR2 YR6	\$1,230.90	\$1,267.80	\$1,305.90	\$1,345.00	\$1,385.40
CL PERFUSION GR2 YR7	\$1,298.80	\$1,337.80	\$1,377.90	\$1,419.20	\$1,461.80
CL PERFUSION GR3 YR1	\$1,357.50	\$1,398.20	\$1,440.20	\$1,483.40	\$1,527.90
CL PERFUSION GR3 YR2	\$1,429.80	\$1,472.70	\$1,516.90	\$1,562.40	\$1,609.30
CL PERFUSION GR3 YR3	\$1,559.80	\$1,606.60	\$1,654.80	\$1,704.40	\$1,755.60
DIETITIAN GR 1 YR 1	\$687.10	\$707.70	\$728.90	\$750.80	\$773.30
DIETITIAN GR 1 YR 2	\$713.40	\$734.80	\$756.80	\$779.60	\$802.90
DIETITIAN GR 1 YR 3	\$772.30	\$795.50	\$819.30	\$843.90	\$869.20
DIETITIAN GR 1 YR 4	\$820.40	\$845.00	\$870.40	\$896.50	\$923.40
DIETITIAN GR 1 YR 5	\$876.50	\$902.80	\$929.90	\$957.80	\$986.50
DIETITIAN GR 1 YR 6	\$932.00	\$960.00	\$988.80	\$1,018.40	\$1,049.00
DIETITIAN GR 1 YR 7		\$985.70	\$1,015.30	\$1,045.70	\$1,077.10
DIETITIAN GR 2 YR 1	\$968.30	\$997.30	\$1,027.30	\$1,058.10	\$1,089.80
DIETITIAN GR 2 YR 2	\$1,000.00	\$1,030.00	\$1,060.90	\$1,092.70	\$1,125.50
DIETITIAN GR 2 YR 3	\$1,031.50	\$1,062.40	\$1,094.30	\$1,127.10	\$1,161.00
DIETITIAN GR 2 YR 4	\$1,078.60	\$1,126.40	\$1,160.20	\$1,195.00	\$1,230.90
DIETITIAN GR 3 YR 1	\$1,123.40	\$1,157.10	\$1,191.80	\$1,227.60	\$1,264.40
DIETITIAN GR 3 YR 2	\$1,162.60	\$1,197.50	\$1,233.40	\$1,270.40	\$1,308.50
DIETITIAN GR 3 YR 3	\$1,200.70	\$1,236.70	\$1,273.80	\$1,312.00	\$1,351.40
DIETITIAN GR 3 YR 4	\$1,298.80	\$1,337.80	\$1,377.90	\$1,419.20	\$1,461.80
DIETITIAN GR4 YR1	\$1,314.80	\$1,354.20	\$1,394.90	\$1,436.70	\$1,479.80

DIETITIAN GR4 YR2	\$1,360.20	\$1,401.00	\$1,443.00	\$1,486.30	\$1,530.90
DIETITIAN GR4 YR3	\$1,405.80	\$1,448.00	\$1,491.40	\$1,536.20	\$1,582.20
DIETITIAN GR4 YR4	\$1,451.60	\$1,495.10	\$1,540.00	\$1,586.20	\$1,633.80
DIETITIAN GR4 YR5	\$1,559.80	\$1,606.60	\$1,654.80	\$1,704.40	\$1,755.60
DIETITIAN GR4B		\$1,686.10	\$1,736.70	\$1,788.80	\$1,842.50
AUDIOLOGIST GR 1 YR1	\$675.90	\$696.20	\$717.10	\$738.60	\$760.70
AUDIOLOGIST GR 1 YR2	\$725.40	\$747.20	\$769.60	\$792.70	\$816.40
AUDIOLOGIST GR 1 YR3	\$787.10	\$810.70	\$835.00	\$860.10	\$885.90
AUDIOLOGIST GR 1 YR4	\$841.80	\$867.10	\$893.10	\$919.90	\$947.50
AUDIOLOGIST GR 1 YR5	\$883.60	\$910.10	\$937.40	\$965.50	\$994.50
AUDIOLOGIST GR 1 YR6	\$928.60	\$956.50	\$985.20	\$1,014.70	\$1,045.10
AUDIOLOGIST GR 1 YR7		\$982.20	\$1,011.70	\$1,042.00	\$1,073.30
AUDIOLOGIST GR 2 YR1	\$928.60	\$982.20	\$1,011.70	\$1,042.00	\$1,073.30
AUDIOLOGIST GR 2 YR2	\$981.50	\$1,010.90	\$1,041.30	\$1,072.50	\$1,104.70
AUDIOLOGIST GR 2 YR3	\$1,030.00	\$1,060.90	\$1,092.70	\$1,125.50	\$1,159.30
AUDIOLOGIST GR 2 YR4	\$1,098.80	\$1,147.20	\$1,181.60	\$1,217.10	\$1,253.60
AUDIOLOGIST GR 3 YR1	\$1,158.20	\$1,192.90	\$1,228.70	\$1,265.60	\$1,303.60
AUDIOLOGIST GR 3 YR2	\$1,198.80	\$1,234.80	\$1,271.80	\$1,310.00	\$1,349.30
AUDIOLOGIST GR 3 YR3	\$1,230.90	\$1,267.80	\$1,305.90	\$1,345.00	\$1,385.40
AUDIOLOGIST GR 3 YR4	\$1,298.80	\$1,337.80	\$1,377.90	\$1,419.20	\$1,461.80
AUDIOLOGIST GR 4 YR1&2 (RCH Only)	\$1,357.50	\$1,398.20	\$1,440.20	\$1,483.40	\$1,527.90
AUDIOLOGIST GR 4 YR3&4 (RCH Only)	\$1,429.80	\$1,472.70	\$1,516.90	\$1,562.40	\$1,609.30
AUDIOLOGIST GR 4 YR5 (RCH Only)	\$1,559.80	\$1,606.60	\$1,654.80	\$1,704.40	\$1,755.60
Allowances					
Change of Roster	\$16.90	\$17.40	\$17.95	\$18.45	\$19.00
Higher Qual Allowance					
Scientist, Audiologist, Perfusionist					
Graduate Certificate	\$31.45	\$32.40	\$33.35	\$34.35	\$35.40
Graduate Diploma...	\$51.15	\$52.70	\$54.25	\$55.90	\$57.55
MSc ...	\$59.00	\$60.75	\$62.60	\$64.45	\$66.40
PhD...	\$78.70	\$81.05	\$83.50	\$86.00	\$88.60

Dietitians

Graduate Certificate	\$30.90	\$31.85	\$32.80	\$33.75	\$34.80
Graduate Diploma...	\$50.20	\$51.70	\$53.25	\$54.85	\$56.50
MSc ...	\$57.95	\$59.70	\$61.50	\$63.30	\$65.20
PhD...	\$77.25	\$79.60	\$81.95	\$84.41	\$86.95

Allowances

On Call Allowance	\$18.15	\$18.70	\$19.25	\$19.80	\$20.45
	\$36.30	\$37.40	\$38.50	\$39.65	\$40.85
Sole Allowance	\$33.80	\$34.80	\$35.85	\$36.95	\$38.05

Shift Allowance

Morning & Afternoon Shift	\$16.90	\$17.40	\$17.95	\$18.45	\$19.00
Night Shift	\$51.45	\$53.00	\$54.60	\$56.20	\$57.90
Permanent Night Shift	\$56.95	\$58.65	\$60.40	\$62.25	\$64.10
Change of Shift	\$27.05	\$27.85	\$28.70	\$29.55	\$30.45

<u>Psychologists</u>	1.3.03	1.4.04	1.10.04	1.10.05	1.10.06
PSYCHOLOGIST GR1 YR1	\$663.40	\$683.30	\$703.80	\$724.90	\$746.70
PSYCHOLOGIST GR1 YR2	\$697.00	\$717.90	\$739.40	\$761.60	\$784.50
PSYCHOLOGIST GR1 YR3	\$737.70	\$759.80	\$782.60	\$806.10	\$830.30
PSYCHOLOGIST GR1 YR4	\$795.50	\$819.40	\$843.90	\$869.30	\$895.30
PSYCHOLOGIST GR1 YR5	\$837.70	\$862.80	\$888.70	\$915.40	\$942.80
PSYCHOLOGIST GR1 YR6	\$877.00	\$903.30	\$930.40	\$958.30	\$987.10
PSYCHOLOGIST GR1 YR7	\$924.30	\$952.00	\$980.60	\$1,010.00	\$1,040.30
PSYCHOLOGIST GR1 YR8		\$977.80	\$1,007.10	\$1,037.30	\$1,068.40
PSYCHOLOGIST GR2 YR1	\$988.00	\$1,017.60	\$1,048.20	\$1,079.60	\$1,112.00
PSYCHOLOGIST GR2 YR2	\$1,017.80	\$1,048.30	\$1,079.80	\$1,112.20	\$1,145.50
PSYCHOLOGIST GR2 YR3	\$1,047.80	\$1,079.20	\$1,111.60	\$1,145.00	\$1,179.30
PSYCHOLOGIST GR2 YR4	\$1,097.60	\$1,146.00	\$1,180.40	\$1,215.80	\$1,252.20
PSYCHOLOGIST GR3 YR1	\$1,156.40	\$1,191.10	\$1,226.80	\$1,263.60	\$1,301.50
PSYCHOLOGIST GR3 YR2	\$1,198.40	\$1,234.40	\$1,271.40	\$1,309.50	\$1,348.80
PSYCHOLOGIST GR3 YR3	\$1,242.20	\$1,279.50	\$1,317.80	\$1,357.40	\$1,398.10
PSYCHOLOGIST GR3 YR4	\$1,298.80	\$1,337.80	\$1,377.90	\$1,419.20	\$1,461.80
PSYCHOLOGIST GR4 YR1	\$1,301.70	\$1,340.80	\$1,381.00	\$1,422.40	\$1,465.10
PSYCHOLOGIST GR4 YR2	\$1,349.60	\$1,390.10	\$1,431.80	\$1,474.70	\$1,519.00
PSYCHOLOGIST GR4 YR3	\$1,413.40	\$1,455.80	\$1,499.50	\$1,544.50	\$1,590.80
PSYCHOLOGIST GR4 YR4	\$1,472.60	\$1,516.80	\$1,562.30	\$1,609.10	\$1,657.40
PSYCHOLOGIST GR4 YR5	\$1,559.80	\$1,606.60	\$1,654.80	\$1,704.40	\$1,755.60
Allowances					
Change of Roster	\$16.60	\$17.10	\$17.60	\$18.15	\$18.70
Higher Qual Allowance					
Graduate Certificate	\$29.50	\$30.40	\$31.30	\$32.25	\$33.20
Graduate Diploma...	\$47.95	\$49.40	\$50.85	\$52.40	\$53.95
MSc ...	\$55.30	\$56.95	\$58.65	\$60.45	\$62.25
PhD...	\$73.75	\$75.95	\$78.25	\$80.60	\$83.00

Shift Allowance

Morning & Afternoon Shift	\$16.60	\$17.10	\$17.60	\$18.15	\$18.70
Night Shift	\$51.45	\$53.00	\$54.60	\$56.20	\$57.90
Permanent Night Shift	\$56.95	\$58.65	\$60.40	\$62.25	\$64.10
Change of Shift	\$26.55	\$27.35	\$28.15	\$29.00	\$29.90

On Call Allowance

CATT	\$73.20	\$75.40	\$77.65	\$80.00	\$82.40
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On Call Allowance

Non-CATT employees on call allowance is **2.5% or 5%** (see clauses 20.1(a) and (b) of this Agreement) of their actual weekly wage.

Medical Physicists	31.7.04	1.10.04	1.10.05	1.10.06
MEDICAL PHYSICIST TRAINEE GR 1 YR 1	\$810.70	\$835.00	\$860.10	\$885.90
MEDICAL PHYSICIST TRAINEE GR 1 YR 2	\$867.10	\$893.10	\$919.90	\$947.50
MEDICAL PHYSICIST TRAINEE GR 1 YR 3	\$910.10	\$937.40	\$965.50	\$994.50
MEDICAL PHYSICIST TRAINEE GR 1 YR 4	\$956.50	\$985.20	\$1,014.70	\$1,045.10
MEDICAL PHYSICIST TRAINEE GR 1 YR 5	\$982.20	\$1,011.70	\$1,042.00	\$1,073.30
MEDICAL PHYSICIST GR 2 YR 1	\$1,010.90	\$1,041.30	\$1,072.50	\$1,104.70
MEDICAL PHYSICIST GR 2 YR 2	\$1,060.90	\$1,092.70	\$1,125.50	\$1,159.30
MEDICAL PHYSICIST GR 2 YR 3	\$1,147.20	\$1,181.60	\$1,217.10	\$1,253.60
MEDICAL PHYSICIST GR 3 YR 1	\$1,192.90	\$1,228.70	\$1,265.60	\$1,303.60
MEDICAL PHYSICIST GR 3 YR 2	\$1,234.80	\$1,271.80	\$1,310.00	\$1,349.30
MEDICAL PHYSICIST GR 3 YR 3	\$1,267.80	\$1,305.90	\$1,345.00	\$1,385.40
MEDICAL PHYSICIST GR 3 YR 4	\$1,337.80	\$1,377.90	\$1,419.20	\$1,461.80
MEDICAL PHYSICIST GR 4 YR1&2	\$1,398.20	\$1,440.20	\$1,483.40	\$1,527.90
MEDICAL PHYSICIST GR 4 YR3&4	\$1,472.70	\$1,516.90	\$1,562.40	\$1,609.30
MEDICAL PHYSICIST GR 4 YR 5	\$1,606.60	\$1,654.80	\$1,704.40	\$1,755.60
MEDICAL PHYSICIST GRADE 5	\$1,718.40	\$1,770.00	\$1,823.10	\$1,877.70
PRINCIPAL MEDICAL PHYSICIST	\$1,830.10	\$1,885.00	\$1,941.60	\$1,999.80
MEDICAL PHYSICIST MANAGER (BARWON HEALTH)	\$1,830.10	\$1,885.00	\$1,941.60	\$1,999.80
MEDICAL PHYSICIST MANAGER LEVEL 1	\$2,080.00	\$2,142.40	\$2,206.70	\$2,272.90
MEDICAL PHYSICIST ASSISTANT MANAGER	\$1,830.10	\$1,885.00	\$1,941.60	\$1,999.80
MEDICAL PHYSICIST MANAGER LEVEL 2	\$2,265.20	\$2,333.20	\$2,403.20	\$2,475.20
Higher Qual Allowance				
Graduate Certificate	\$32.45	\$33.40	\$34.40	\$35.45
Graduate Diploma...	\$52.70	\$54.30	\$55.90	\$57.60
MSc ...	\$60.80	\$62.65	\$64.50	\$66.45
PhD...	\$81.05	\$83.50	\$86.00	\$88.60
Radiation Safety Officer Allowance (for Grade 4 Medical Physicists only)				

5% of the applicable Grade 4 rate

Allowances

Change of Roster	\$20.25	\$20.85	\$21.50	\$22.15
On Call Allowance	\$20.25	\$20.85	\$21.50	\$22.15
	\$40.55	\$41.75	\$43.00	\$44.30
Sole Allowance	\$40.55	\$41.75	\$43.00	\$44.30

Shift Allowance

Morning & Afternoon Shift	\$20.25	\$20.85	\$21.50	\$22.15
Night Shift	\$61.70	\$63.55	\$65.45	\$67.45
Permanent Night Shift	\$68.30	\$70.35	\$72.45	\$74.65
Change of Shift	\$32.45	\$33.40	\$34.40	\$35.45



Schedule B classifications

This classification structure only applies to Medical Physicists employed by Austin Health, Barwon Health, Bayside Health, and Peter MacCallum Cancer Centre. Other health services may opt to use the classification structure or continue to use the medical scientist classification structure for their Medical Physicists.

The Medical Physicists' classification structure set out below will be implemented with effect from 31 July 2004, and should be read in conjunction with the Medical Physicists rates in Schedule A herein:

Grade 1 - Medical Physicist Trainee

The base qualification for entry into the medical physicists classification structure is a Bachelor of Applied Science or a Bachelor of Science with a Physics Major.

The following are the entry points for medical physicists:

Medical Physicist Grade 1 Year 1 (Base)

Medical Physicist Grade 1 Year 2 (Honours)

Medical Physicist Grade 1 Year 3 (Masters)

Medical Physicist Grade 1 Year 5 (PhD)

This is a graduate entry level classification where the employee undertakes *closely supervised practice* whilst in training.

Closely supervised practice means the maintenance of a close degree of oversight on all Medical Physics work undertaken.

- The employee at this level would be mentored and guided to develop knowledge and understanding of the role, functions and duties of medical physicists with priority given to radiation safety and education.
- The employee would commence post-graduate training
- Progression after two years at this level would be determined by completion of the course work component of the Masters' Degree and a performance assessment satisfactory to the Chief of the Physics service.

Medical Physicist Trainees will not be entitled to a higher qualifications allowance.

Grade 2 Medical Physicist

A Medical Physicist at this level performs work under *general supervision* within a *defined scope of practice*.

‘General supervision’ means the maintenance of an adequate degree of oversight to ensure that the employee is fulfilling the duties and functions of a Medical Physicist at this level in a safe and proficient manner.

‘A defined scope of practice’ means having an adequate span of theoretical and practical experience in medical physics equipment and its clinical application, quality assurance and safety as well as radiation safety.

- The Medical Physicist at this level would have completed the course work component of the Masters’ Degree and have passed a performance assessment made by the Medical Physics Manager.
- The Medical Physicist would be developing more mature medical physics knowledge, and acquiring more advanced skills and competencies than at the Grade 1 level.
- The Medical Physicist would take increasing responsibility for specific tasks while working under established directions or protocols.
- The Medical Physicist would be expected to exercise individual judgement and initiative and be able to discuss principles, techniques and methods with other specialists in an informed and knowledgeable manner.
- A Medical Physicist at Grade 2 does not supervise Grade 1 Medical Physicists.

Grade 3 Medical Physicist

A Medical Physicist (MP) who is an accredited and experienced MP with advanced and specialised knowledge and skills recognised by the Employer according to the criteria set out below. Employer recognition will be limited to ensuring that the following criteria are met. Recognition will not be withheld where the criteria are met.

- May Supervise Grade 1 & 2 MPs and students and be responsible for a component part of a program or modality.
 - Has knowledge, skills and experience across a range of medical physicists’ responsibilities to be able to work with minimal supervision. Minimal supervision includes working alone at times or with periodic supervision.
 - Makes responsible decisions on matters assigned, including the implementation of medical physicist’s standards and procedures.
 - Has sound technical and communication skills enabling the MP to communicate effectively with non specialists, students and professionals in related disciplines.
 - Makes original contributions or applies new medical physicist’s approaches and techniques to the clinical service, facilities and equipment.
-

- Makes recommendations that are scientifically or technically accurate and feasible.
- Has a demonstrated capacity to work to the overall objectives of the health service as directed, in cooperation with other professionals and staff within the health service.

Grade 4 Medical Physicist

A Medical Physicist (MP) who is an accredited and experienced MP with advanced and specialised knowledge and skills recognised by the Employer according to the criteria set out below. Employer recognition will be limited to ensuring that the following criteria are met. Recognition will not be withheld where the criteria are met.

- Outlines and assigns work, reviews it for scientific and technical accuracy and adequacy, and may plan, direct, coordinate and supervise the work of other professional and technical staff.
- Makes original contributions or applies new medical physics approaches and techniques to the clinical service, facilities and equipment.
- Commissions new equipment (including testing) and develops appropriate technical and administrative procedures.
- Consults, recommends and advises in multiple areas of the medical physics specialty.
- Reviews the value of programs in relation to the medical objectives and priorities of the health service.
- Deals with problems for which it is necessary to modify established practices and devise innovative approaches.
- A Medical Physicist who is in charge and on site on an ongoing basis in a satellite centre will be paid at the Grade 4 level as a minimum.

Grade 5 Medical Physicist

A Medical Physicist (MP) who is an accredited and experienced MP with highly specialised knowledge, expertise and considerable experience recognised by the Employer according to the criteria set out below. Employer recognition will be limited to ensuring that the criteria below are met. Recognition will not be withheld where the following criteria are met.

- Works in a specialty requiring independence.
 - Initiates/participates in the planning and provision of specialised systems/facilities/functions.
 - Provides technical and scientific advice to management.
 - Responsibility for product or program development.
 - Coordinates a number of work programs.
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- Directs/advises on correct use of equipment/materials.
- Makes recommendations on large expenditures.
- May supervise a group or groups including Senior Medical Physicists and other staff, or exercise authority and scientific control over a group of professional staff.

Principal Medical Physicist

A Medical Physicist (MP) who is an accredited and experienced MP with highly specialised knowledge, expertise and considerable experience recognised by the Employer according to the criteria set out below. Employer recognition will be limited to ensuring that the criteria below are met. Recognition will not be withheld where the following criteria are met.

- Performs Medical physics work in the speciality involving considerable independence in approach, demanding a considerable degree of originality, ingenuity and judgement.
- Has a high level of specialist knowledge of more than one area of medical physics.
- Has a scientific reputation of a high order demonstrated by the publication of articles in their speciality and is recognised as such by their professional peers,
- Initiates or participates in short-range or long-range planning issues,
- Provides specialised medical physics systems, facilities and functions,
- Directs or advises on the correct and safe use of equipment and materials,
- Makes responsible decisions to direct courses of action necessary to expedite the successful accomplishment of assigned projects, or
- Supervises a group or groups including Senior Medical Physicists and other staff, or exercises authority and scientific control over a group of professional staff in both instances involved in complex non radiotherapy medical physics applications.

Medical Physics Chief Manager (Barwon Health)

- Responsible for the management of a number of medical physicists in a limited area of cancer treatment.
 - Participates in short-range or long-range planning issues and makes independent decisions on medical physics's policies and procedures within an overall program.
 - May be involved in taking a detailed technical and scientific responsibility for a product or program development.
 - Coordinates work programs.
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Medical Physics Manager Level 1

- Responsible for the management of medical physicists in a cancer service providing a range of radiotherapy treatments.
- Participates in short-range or long-range planning issues and makes independent decisions on medical physics policies and procedures within an overall program.
- Responsible for one or more satellite centres or a multi campus service.
- May be involved in taking a detailed technical and scientific responsibility for a product or program development.
- Coordinates work programs.

Medical Physics Assistant Manager

- Responsible for supporting the Manager in charge of all medical physicists across all modalities of treatment in a large cancer service with a number satellite services and a multi campus cancer treatment service.
- Level of technical skills, organisational and interpersonal competence of a high standard to assume the role of Manager in the Manager's absence.

Medical Physics Manager Level 2

- Responsible for the management of all medical physicists across all modalities of treatment in a large cancer service with a number of satellite services and a multi campus cancer treatment service.

National accreditation as a Medical Physicist means qualification as a Medical Physicist through an auspice that is recognised by the Australian Health Workforce Officials' Committee for the purposes of qualifying as a Medical Physicist.

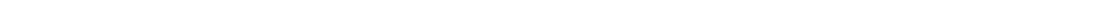
A Medical Physicist who is designated as the **Radiation Safety Officer (RSO)** shall be classified as a minimum at the Grade 4 level.

A Radiation Safety Officer Allowance is payable only to an employee fulfilling the role of RSO at the Grade 4 level. The allowance is 5% of the rate of pay specified for the classification and year level under which the employee is engaged as set out in Schedule A and is payable in respect of periods of paid leave.

Higher qualifications and on call allowance will be calculated using the Medical Physicist Trainee Grade 1 Year 1 rate of pay.

No employee who is, or would otherwise, become covered by the Medical Physicists' classifications in this Agreement, shall suffer any disadvantage or diminution of entitlements as a result of this Agreement.

The award merit advancement system does not apply to Medical Physicists.



Schedule C

Dietitian Grade 4B employers

The following health services are identified for the purpose of clause 14.2 of this Agreement:

Austin Health

Bayside Health

Barwon Health

Peninsula Health

Royal Children's Hospital

Western Health

Schedule D

Pre-simplified award terms

1 Long service leave

This clause is to be read in conjunction with the long service leave provision of the Award.

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

2 Inspection of time and wages records

- (a) A time book or record shall be completed correctly by each employee each day. Such record shall set out the employee's actual times of duty including overtime. Salaries shall be calculated by the Employer on the basis of such records.
 - (b) The time and salaries records shall be available for inspection by the Secretary or another accredited representative of the Union during the usual office hours at the Employer's premises or other convenient place designated by the Employer provided that:
 - (i) Inspection shall not be demanded or given unless the Secretary or another accredited representative of the Union suspects that the Employer is in breach of this Agreement or the Award;
 - (ii) The Employer is not liable to grant more than one inspection in one fortnight; and
 - (iii) The Secretary or other accredited representative of the Union shall be entitled only to extract and take copies from the records pertaining to the suspected breach of this Agreement or the Award and nothing else.
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3 Right of Entry

For the purpose of ensuring compliance with this Agreement and to assist in the avoidance and resolution of disputes and grievances:

- (a) employees may, with the consent of the Employer (which consent shall not unreasonably be withheld) be interviewed by the Secretary or another accredited representative of the Union.
- (b) where possible, one week's notice shall be provided in writing by the Union and subject to sub-clause (c) such notice shall be accepted by the Employer. The Union shall endeavour to accommodate any reasonable request by the Employer to alter the date and/or time of the proposed interview.
- (c) Union interviews shall not interfere with the efficient running of the Employer's business.

4 Injuring an employee on account of industrial activity

- (a) The Employer shall not dismiss or threaten to dismiss an employee or injure or threaten to injure him or her in their employment or alter their position or threaten to alter their position to their prejudice, by reason of the circumstances that the employee -
 - (i) is or has been or proposes or has at any time proposed to become an officer, delegate or member of the Union;
 - (ii) is entitled to the benefit of an industrial agreement or an award; or
 - (iii) has appeared or proposes to appear as a witness or has given or proposes to give evidence in a proceeding under the WRA; or
 - (iv) being a member of the Union which is seeking better industrial conditions, is dissatisfied with his or her conditions; or
 - (v) has absented himself or herself from work if:
 - (A) the absence was for the purpose of carrying out their duties or exercising their rights as an officer or delegate of the Union; and
 - (B) they applied for leave before absenting themselves and leave was unreasonably refused or withheld;
 - (vi) being an officer, delegate or member of the Union has done or proposes to do an act or thing which is lawful for the purpose of furthering or protecting the industrial interests of the Union or its members, being an act or thing done within the limits of authority expressly conferred by the Union in accordance with the rules of the Union.
 - (b) The Employer shall not dismiss or threaten to dismiss an employee or injure or threaten to injure him or her in their employment or alter their position or threaten to alter their position to their prejudice with the intent to dissuade or prevent the employee from becoming such officer, delegate or member or from so appearing, giving evidence or being an officer, delegate or member of the Union from doing
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an act or thing of the kind in relation to which placitum (vi) of sub-clause 4(a) applies.