



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Victorian Hospitals' Industrial Association
(AG2017/6319)

VICTORIAN PUBLIC HEALTH SECTOR (MEDICAL SCIENTISTS, PHARMACISTS AND PSYCHOLOGISTS) SINGLE INTEREST ENTERPRISE AGREEMENT 2017-2021

Health and welfare services

COMMISSIONER CRIBB

MELBOURNE, 21 DECEMBER 2017

Application for approval of the Victorian Public Health Sector (Medical Scientists, Pharmacists and Psychologists) Single Interest Enterprise Agreement 2017-2021.

[1] An application has been made for approval of an enterprise agreement known as the *Victorian Public Health Sector (Medical Scientists, Pharmacists and Psychologists) Single Interest Enterprise Agreement 2017-2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made Victorian Hospitals' Industrial Association. The agreement is a single-enterprise agreement.

[2] Undertakings have been given with respect to the rates of pay for a Pharmacy Student and Trainee Medical Scientists (Adult and Years 1-3) and are taken to be a term of the Agreement. A copy of the undertakings are attached to this Decision as Annexure A and can also be found at the end of the Agreement.

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

[4] The Health Services Union of Australia (HSU) being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act I note that the Agreement covers the organisation.

[5] The Agreement was approved in Chambers on 21 December 2017 and, in accordance with s.54 of the Act, will operate from 28 December 2017. The nominal expiry date of the Agreement is 21 December 2021.



ANNEXURE A



Victorian Hospitals' Industrial Association

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UNDERTAKING UNDER s.190 OF THE FAIR WORK ACT 2009 (Cth)

***Victorian Public Health Sector (Medical Scientists, Pharmacists & Psychologists)
Enterprise Agreement 2017-2021***

AG2017/6319 - Application by Victorian Hospitals' Industrial Association

I, Stuart McCullough of 88 Maribyrnong Street Footscray in the State of Victoria, say as follows:

1. I am the Chief Executive Officer of the Victorian Hospitals' Industrial Association (**VHIA**).
2. Except for Victorian Clinical Genetic Services Limited (**VCGS**) who are representing themselves and who have provided an undertaking to the same effect, VHIA is the bargaining representative for each of the Employers listed in Schedule 1 (Employers) of the *Victorian Public Health Sector (Medical Scientists, Pharmacists & Psychologists) Enterprise Agreement 2017-2021 (the Agreement)*.
3. VHIA is authorised to give the following undertaking on behalf of each of the Employers, except for VCGS, and pursuant to subsection 190(3) of the *Fair Work Act 2009* the VHIA makes, on behalf of the Employers, the following undertakings:

(a) During the life of this Agreement, an employee classified as one of the following:

- Pharmacy Student;
- Science Trainee (Adult); and
- Science Trainee Years 1-3 (only);

will each be paid a rate not less than the rate prescribed for a Level 1 Support Services employee as outlined at clause 14.3 of the *Health Professionals and Support Services Award 2010*.

Stuart McCullough
Chief Executive Officer
20 December 2017

Our members care for people. VHIA cares for its members.



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UNDERTAKING UNDER s.190 OF THE FAIR WORK ACT 2009 (Cth)

Victorian Public Health Sector (Medical Scientists, Pharmacists & Psychologists) Enterprise Agreement 2017-2021

AG2017/6319 - Application by Victorian Clinical Genetics Services Limited

I, Andrea Frigo of 50 Flemington Road Parkville in the State of Victoria, say as follows:

1. I am the Human Resources Manager of the Victorian Clinical Genetics Services Limited (**VCGS**).
2. Victorian Clinical Genetic Services Limited (**VCGS**) are representing themselves and provide an undertaking to the same effect as VHIA who is the bargaining representative for each of the Employers listed in Schedule 1 (Employers) of the *Victorian Public Health Sector (Medical Scientists, Pharmacists & Psychologists) Enterprise Agreement 2017-2021 (the Agreement)*.
3. VCGS makes the following undertakings:

(a) During the life of the Agreement, a Pharmacy Student and Science Trainee classified as a:

- Pharmacy Student;
- Science Trainee (Adult); and
- Science Trainee Years 1-3 (only)

will be paid a rate not less than the rate prescribed for a Level 1 Support Services employee as outlined at clause 14.3 of the *Health Professionals and Support Services Award 2010*.

Andrea Frigo

Human Resources Manager
Victorian Clinical Genetics Services
20 December 2017

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

**VICTORIAN PUBLIC
HEALTH SECTOR
(MEDICAL SCIENTISTS,
PHARMACISTS &
PSYCHOLOGISTS)
ENTERPRISE
AGREEMENT
2017-2021**

PART 1: OPERATION OF AGREEMENT

1. Title

This Agreement shall be known as the Victorian Public Health Sector (Medical Scientists, Pharmacists and Psychologists) Single Interest Enterprise Agreement 2017-2021.

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5. Coverage of Agreement

This Agreement covers:

- (a) Those employers listed at SCHEDULE 1;
- (b) Each and every person employed by any of the Employers listed at SCHEDULE 1, who is a member or is eligible to be a member of the Union and is employed in any of the classifications set out in this Agreement; and
- (c) The Union if it is named by Fair Work Commission as a party covered by this Agreement in accordance with section 183 of the *Fair Work Act 2009* (Cth).

6. Commencement Date and Period of Operation

- (a) This Agreement shall come into effect seven days from the date of approval by Fair Work Commission. Wages come into operation from the beginning of the first full pay period commencing on or after 25 January 2017.
- (b) Clause 6.15 of SCHEDULE 3 and SCHEDULE 11 (Medical Scientist Progression from Grade 1 to Grade 2) will apply as of 1 December 2017 or the operative date of the Agreement which ever is the later date.
- (c) This Agreement will nominally expire on 24 January 2021 or 4 years from the date of approval by Fair Work Commission, whichever is the earlier.
- (d) The Agreement will continue to operate after the nominal expiry date in accordance with the provisions of the *Fair Work Act 2009* (Cth).
- (e) The negotiations for a replacement agreement shall commence six (6) months prior to the nominal expiry date of this Agreement, provided that any claim made during this period is not supported by industrial action.

7. Relationship with Award and Previous Certified Agreements

- (a) This is a comprehensive agreement that operates to the exclusion of any award or enterprise agreement which previously applied to the employees covered by this agreement.
- (b) The schedules attached to this Agreement form part of this Agreement.
- (c) Where clauses have been re-written and there is a dispute at a later date as to their intent or meaning, regard will be had to the antecedent documents and decisions arising from them. The antecedent documents for the purposes of this sub-clause are:
 - (i) *Victorian Public Health Sector (Medical Scientists, Pharmacists and Psychologists) Enterprise Agreement 2012-2016;*
 - (ii) *The Public Health Sector (Medical Scientists, Pharmacists and Psychologists) Multi-Enterprise Agreement 2008-2011;*
 - (iii) *The provisions of the Medical Scientists, Pharmacists and Psychologists (Public Sector – Victoria) Award 2003 as at 31 January 2007;*
 - (iv) any predecessor documents to a Schedule; and
 - (v) any documents provided to FWC at the time of approval.
- (d) Where there is a conflict between an entitlement detailed in the body of the Agreement and an entitlement detailed for a specific Employer in a schedule of the Agreement, the entitlement detailed in the schedule of the Agreement shall prevail for that particular Employer.

8. Savings Clause

- (a) Nothing in this Agreement will diminish any existing entitlement of any employee covered by this Agreement, except where expressly varied by this Agreement.
- (b) This Agreement is not intended to exclude any part of the NES or to provide any entitlement which is detrimental to an employee's entitlement under the NES. For the avoidance of doubt, the NES prevails to the extent that any aspect of this Agreement would otherwise be detrimental to an employee.

9. No Extra Claims

This Agreement is in full and final settlement of all matters subject to claims by the Employers and employees covered by this Agreement and for the life of the Agreement no further claims will be made or supported by Employers and employees covered by the Agreement.

10. Posting of Agreement

A copy of this Agreement shall be available for the perusal of employees.

11. Definitions

In this Agreement:

- (a) **Act** means the *Fair Work Act 2009* (Cth).

- (b) **ADO** means Accrued Day Off
- (c) **Agreement** means the *Public Health Sector (Medical Scientists, Pharmacists' and Psychologists) Single Interest Enterprise Agreement 2017-2021*.
- (d) **Audiologist** if graduated prior to May 1999, is a university graduate who has completed a graduate diploma in audiology approved by the Audiological Society of Australia, or if graduated in May 1999 or thereafter, is a university graduate who has completed a masters degree in audiology approved by the Society, and who is eligible for membership of the Audiological Society of Australia.
- (e) **Associate Genetic Counsellor** is defined in SCHEDULE 3
- (f) **Clinical Perfusionist** is defined in SCHEDULE 3.
- (g) **CMS** means caseload management system.
- (h) **Departments and Sections** shall be determined in the manner set out in sub-clause 6.11 of SCHEDULE 3.
- (i) **Dietitian** means a person who is eligible for full membership of the Dietitians Association of Australia.
- (j) **Employer** shall mean an employer listed in SCHEDULE 1 of this Agreement.
- (k) **FFPPOA** means the beginning of the first full pay period commencing on or after a particular date.
- (l) **FWC** means the Fair Work Commission.
- (m) **Genetic Counsellor** is defined in SCHEDULE 3
- (n) **Higher Qualifications Allowances** shall mean allowances prescribed by SCHEDULE 3 of this Agreement and shall form part of the employees' base salary for all purposes of this Agreement.
- (o) **Medical Physicist** means a person who is eligible for membership of the Australian College of Physical Scientists and Engineers in Medicine as a medical physicist.
- (p) **NES** means the National Employment Standards, as set out in the Act;
- (q) **PBA** means Psychology Board of Australia.
- (r) **Pharmacist** means a person registered as such under the *Health Practitioner Regulation National Law Act* and any successor legislation and whose name appears on the register of the Pharmacy Board of Australia.
- (s) **Student Pharmacist** means a person undertaking the course of Bachelor of Pharmacy at the Victorian College of Pharmacy, Monash University or an equivalent Pharmacy course recognised by the Pharmacy Board of Victoria, and who has not completed the Pharmacy III examinations.
- (t) **Pharmacist Intern** means a person who has completed the course of Bachelor of Pharmacy at the Victorian College of Pharmacy, Monash University, or an equivalent Pharmacy course recognised by the Pharmacy Board of Victoria, and who is undergoing the practical training prescribed by the Pharmacy Board, prior to registration as a Pharmacist.
- (u) **Trainee Pharmacist** means Pharmacist Intern.
- (v) **Psychologist** means a person registered as a Psychologist by the Australian Health Practitioner Agency in partnership with the Psychology Board of Australia, including psychologists with provisional registration.

- (w) **Scientist** means a person:
- (i) who holds a Bachelor of Applied Science or Bachelor of Science or equivalent where 'equivalent' includes a degree awarded by an overseas tertiary institution which is recognised by the Federal Department of Education and Training as such; or
 - (ii) who holds a post-graduate degree in science or applied science; or
 - (iii) who is eligible for ordinary membership of the Neurophysiological Sciences Society of Australia; or
 - (iv) who is eligible for ordinary membership of the Australian and New Zealand Society of Respiratory Science Ltd and/or full membership of the Australian Sleep Association; or
 - (v) who prior to 1 December 1973 held an associate qualification conferred by the (then) Australian Institute of Medical Technologists.
 - (vi) In the case of a scientist working in a pathology laboratory (however titled), a scientist means a person who:
 - 1.) has completed the requirements of an undergraduate or post graduate academic qualification acceptable for graduate membership of the Australian Institute of Medical Scientists, or who has completed the requirements of an undergraduate or post graduate academic qualification acceptable for membership of the Australasian Association of Clinical Biochemists or the Australian Association for Microbiology; or
 - 2.) is eligible for ordinary membership of the Human Genetics Society of Australasia or who is eligible to be non-medical member of the Australian Society of Cytology
 - 3.) in accordance with the health service's laboratory protocols, authorise and validate tests results and assesses quality control. Where results are outside critical or delta check limits a scientist will review, verify and release results in accordance with the health service's laboratory protocols;
 - 4.) performs duties including but not limited to cross matching of blood, blood film morphology and the interpretation of genetic testing results.
 - (vii) Where technicians and/or other laboratory staff are engaged in their work area, a scientist with appropriate qualifications and competencies will supervise the work of those staff.
- (x) **Service** for the purposes of this Agreement means a year of employment shall be deemed to be unbroken notwithstanding:
- (i) any Annual Leave or Long Service Leave taken therein;
 - (ii) any interruption or ending of the employment by the institution if such interruption or ending is made with the intention of avoiding obligations in respect of Annual Leave or Long Service Leave;
 - (iii) any absence from work on account of Personal Leave or Family Violence Leave;

- (iv) any absence on account of injury arising out of or in the course of the employment of the employee for a period during which payment is made under clause 82 - Accident Pay;
- (v) any absence on account of leave (other than Annual Leave or Long Service Leave) granted, imposed or agreed to by the institution;
- (vi) any absence on any other account not involving termination of employment.

In calculating a year of employment any absence of a kind mentioned in clauses (i), (ii), (iii) and (iv) of this sub-clause shall be counted as part of the year of employment, but in respect to absences of a kind mentioned in paragraphs (v) and (vi) and of this clause it will be necessary for the employee, as part of their qualification for Annual Leave and Long Service Leave to serve such additional period as equals the period of such absences.

Service with the Australian Red Cross Blood Service in Victoria and publicly-funded Community Health Services in Victoria not covered by this Agreement shall count as service with an Employer listed in SCHEDULE 1 of this Agreement for the purposes of Long Service Leave, Personal Leave and Parental Leave.

- (y) **SHPA** shall mean the Society of Hospital Pharmacists of Australia
- (z) **Shiftworker** – for the purposes of the NES, a shiftworker is an employee who works for more than four ordinary hours on 10 or more weekends during the year in which their annual leave accrues.
- (aa) **Teaching hospital** shall be deemed to be a hospital which is affiliated with, or recognised by, a Victorian University for the instruction of students in medicine.
- (bb) **Trainee Scientist** means any employee engaged in studies leading to the attainment of the qualification Bachelor of Applied Science (Laboratory Medicine) or equivalent.
- (cc) **Union** shall mean the Health Services Union, comprised of the Health Services Union No. 4 Branch (which reflects the membership of three existing component associations in Victoria, namely, the Medical Scientists Associations of Victoria (MSAV), Victorian Psychologists Association (VPA) and the Association of Hospital Pharmacists (AHPA)).
- (dd) **Unit** shall for the purposes of SCHEDULE 3, include Andrology, Biochemistry, Blood Banking, Cardiology, Cardio Vascular Perfusion, Clinical Pharmacology, Cytogenetics, Cytology, Embryology, Endocrinology, Gastroenterology, Haematology, Histopathology, IVF Sciences, Immunology, Intensive Care, Lung Function, Medical Physics, Microbiology, Neuropathology, Neurophysiology, Physical Sciences, Renal Dialysis, Renal Unit, Tissue Typing, Vascular Unit or Virology.
- (ee) **Week** for the purpose of this Agreement a week shall be deemed to commence at midnight on a Sunday.

12. Anti-Discrimination

- 12.1 It is the intention of the parties to this Agreement to achieve the principal object in s.3(e) of the Act through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family

responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

12.2 Accordingly, in fulfilling their obligations under the disputes avoidance clause, the respondents must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

12.3 Nothing in this clause is taken to effect:

- (a) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
- (b) an employee, Employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;
- (c) the exemptions under the Act.

PART 2: DISPUTE SETTLING

13. Disputes Settling Procedures

13.1 Resolution of disputes and grievances

- (a) For the purpose of this clause 13, a dispute includes a grievance.
- (b) This dispute settling procedure will apply to any dispute arising in relation to:
 - (i) this Agreement;
 - (ii) the NES;
 - (iii) a request for flexible working arrangements; or
 - (iv) a request for up to an additional 12 months parental leave.
- (c) A party to the dispute may choose to be represented at any stage by a representative including a Union or employer organisation. A representative, including a Union or employer organisation on behalf of an Employer, may initiate a dispute.

13.2 Obligations

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

13.3 Dispute settlement facilitation

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

13.4 Discussion of dispute at workplace

- (a) The parties will attempt to resolve the dispute at the workplace as follows:

- (i) in the first instance by discussions between the employee/s and the relevant supervisor;
 - (ii) where the dispute or grievance is about the conduct of the employee(s)' immediate supervisor, the employee(s) may first discuss the matter with another representative of the Employer; and
 - (iii) if the dispute is still unresolved by discussions between the employee/s and more senior levels of local management.
- (b) The discussions at subclause 13.4(a) will take place within fourteen days or such longer period as mutually agreed save that agreement will not be unreasonably withheld.
- (c) If a dispute cannot be resolved at the workplace it may be referred by a party to the dispute or representative to Commission for conciliation and, if the matter in dispute remains unresolved, arbitration.

13.5 Disputes of a collective character

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

13.6 Conciliation

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

13.7 Arbitration

- (a) If, when conciliation is complete, the dispute is not settled, either party may request the Commission proceed to determine the dispute by arbitration.
- (b) The Commission member that conciliated the dispute will not arbitrate the dispute if a party objects to the member doing so.
- (c) Subject to subclause 13.7(d) below, a decision of the Commission is binding upon the persons covered by this Agreement.
- (d) An appeal lies to a Full Bench of the Commission, with the leave of the Full Bench, against a determination of a single member of the Commission made pursuant to this clause.

13.8 Conduct of matters before the Commission

Subject to any agreement between the parties to the dispute in relation to a particular dispute or grievance and the provisions of this clause, in dealing with a dispute or grievance through conciliation or arbitration, the Commission may conduct the matter

in accordance with sections 577, 578 and Subdivision B of Division 3 of Part 5-1 of the Act.

14. Settlement of Disputes - Training Leave

14.1 The parties acknowledge that for workplace representatives to effectively perform their duties they should have the appropriate level of training. The Employers recognise that a workplace representative who is well trained in matters including the rights and obligations under the various industrial instruments that operate at the workplace and the rights and responsibilities under the relevant legislation will assist in minimising industrial disputes and further the objective of having a harmonious workplace. To that end the following leave provisions apply.

14.2 A local union representative or other workplace representative shall be entitled to, and the Employer shall grant leave of absence of up to a maximum of five days paid leave per calendar year, to attend courses conducted by an accredited training provider and approved by the Union. Leave of absence on full pay for such purposes in excess of five days and up to ten days may be granted in any one calendar year subject to the total leave being granted in that year and in the subsequent year not exceeding ten days. Such leave is granted on the following conditions:

- (a) the scope, content and level of the courses are directed to the enhancement of the operation of the settlement of the disputes avoidance/settlement procedure;
- (b) reasonable notice is given by the local union representative or other workplace representative;
- (c) the taking of leave is arranged having regard to the operational requirements of the Employer;
- (d) the local union representative or other workplace representative taking such leave shall be paid all ordinary time earnings. For the purposes of this clause "ordinary time earnings" includes ordinary hours casual loadings, Higher Qualification Allowances, Radiation Safety Officer Allowance and over-Agreement payments where a component of ordinary pay.
- (e) leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement;
- (f) expenses associated with attendance at trade union training courses, e.g. fares, accommodation and meal costs are not the responsibility of the Employer.

15. Performance Management

15.1 Application of this clause

- (a) Where an Employer wishes to deal with performance issues of an employee, they will be dealt with in accordance with this clause.
- (b) Where an Employer has concerns about a performance issue that may constitute misconduct, they will be dealt with in accordance with clause 16(Disciplinary Procedure). Where this occurs, the performance management process in subclauses 15.3(c), (d) and (e) will still apply where appropriate.

15.2 Informal

Where the Employer has concerns about an employee's performance, the Employer will, wherever appropriate, deal with these concerns through informal discussions with the employee when these concerns first arise. The Employer will clearly outline the

concerns. The employee will be given a reasonable opportunity to address the performance concerns.

15.3 Formal

- (a) Where the employee's work performance is not at an acceptable standard following the process in subclause 15.2 or it was not appropriate to deal with the concerns informally, the Employer may initiate a formal performance management process.
- (b) The Employer will provide to the employee in writing:
 - (i) details of the performance concerns including, where relevant, material that supports those concerns; and
 - (ii) notice of the employee's right to be represented by a Union or other representative.
- (c) The Employer will:
 - (i) meet with the employee and, where relevant, the employee's representative, to discuss the concerns;
 - (ii) ensure the employee is provided with a reasonable opportunity to answer any concerns including a reasonable time to respond;
 - (iii) give genuine consideration to any response or matters raised by an employee's response; and
 - (iv) if a performance management plan is proposed, consult with the employee and the employee's representative on the content of the plan.
- (d) Where, having considered the employee's response, the Employer reasonably believes, based on the employee's performance, that a performance management plan is appropriate, the Employer will:
 - (i) provide the performance management plan to the employee in writing following the consultation referred to at subclause 15.3(c)(iv) above, identifying which aspects of the Employee's performance are unsatisfactory and the required level of performance which must be reasonable; and
 - (ii) provide the employee with a reasonable opportunity to address any concerns over a reasonable time.
- (e) The Employer will provide ongoing feedback on the employee's performance during this period, including if the employee's performance is not improving to a satisfactory standard, and will provide the employee with all reasonable support, counselling and training.

16. Disciplinary Procedure

16.1 Application

- (a) Where an Employer has concerns about:
 - (i) the conduct of an employee; or
 - (ii) a performance issue that may constitute misconduct,the following procedure will apply.
- (b) There are two steps in a disciplinary process under this clause as follows:
 - (i) investigative procedure; and
 - (ii) disciplinary procedure.

- (c) An employee may be represented at any time (including by a Union) with respect to all matters set out in this clause.

16.2 **Definitions**

- (a) **Performance** means the manner in which the employee fulfils his or her job requirements. The level of performance is determined by an employee's knowledge, skills, qualifications, abilities and the requirements of the role..
- (b) **Conduct** means the manner in which the employee behaviour impacts on their work.
- (c) **Misconduct** means an employee's intentional or negligent failure to abide by or adhere to the standards of conduct expected by the Employer. A performance issue can be considered misconduct where, despite all reasonably practicable interventions by the Employer, the employee refuses to undertake all or part of their job requirements to a satisfactory level.
- (d) **Serious misconduct** is as defined under the Act and that is both wilful and deliberate. Currently the Act defines serious misconduct, in part, as:
 - (i) wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment;
 - (ii) conduct that causes serious and imminent risk to:
 - 1.) the health or safety of a person; or
 - 2.) the reputation, viability or profitability of the Employer's business.

Conduct that is serious misconduct includes each of the following:

- (iii) the employee, in the course of the employee's employment, engaging in:
 - 1.) theft; or
 - 2.) fraud; or
 - 3.) assault;
- (iv) the employee being intoxicated at work;
- (v) the employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment, save for exemptions under the OHS Act (Victoria) and the Act.

Subclauses 16.2(d)(iii)-16.2(d)(v) do not apply if the employee is able to show that, in the circumstances, the conduct engaged in by the employee was not conduct that made employment in the period of notice unreasonable.

16.3 **Investigative procedure**

- (a) The purpose of an investigative procedure is to conclude whether, on balance, concerns regarding conduct or performance are well-founded and supported by evidence. An investigation procedure must be fair including proper regard to procedural fairness.
- (b) The Employer shall not de-identify complainants other than in exceptional circumstances where there is a risk to the personal safety of the complainant if their identity were disclosed
- (c) The Employer will:
 - (i) advise the employee of the concerns and allegations in writing;

- (ii) provide the employee with any material which forms the basis of the concerns;
- (iii) ensure the employee is provided a reasonable opportunity to answer any concerns including a reasonable time to respond;
- (iv) advise the employee of their right to have a representative, including a Union representative;
- (v) ensure that the reason for any interview is explained; and
- (vi) take reasonable steps to investigate the employee's response.

16.4 Disciplinary procedure

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

16.5 Possible outcomes

- (a) Where it is determined that after following the procedures in this clause that disciplinary action is warranted, the Employer may take any of the following steps depending on the seriousness of the conduct or performance:
 - (i) counsel the employee, with the counselling recorded on the employee's personnel file;
 - (ii) give the employee a first warning, which will be verbal and a record of the warning recorded on the employee's personnel file;
 - (iii) give the employee a second written warning in the event that the Employee has previously been given a first warning within the previous 12 months for that course of conduct;
 - (iv) give the employee a final written warning in the event that the employee has previously been given a second written warning within the preceding 18 month period for that course of conduct;
 - (v) terminate the employee's employment on notice in the case of an employee who repeats a course of conduct for which a final warning was given in the preceding 18 months;
 - (vi) terminate the employee's employment without notice where the conduct is serious misconduct within the meaning of the Act that is wilful and deliberate; or

- (vii) as an alternative to subclause 16.5(a)(vi) above and in those circumstances, the Employer may issue the employee with a final warning without following the steps in subclauses 16.5(a)(i) to 16.5(a)(vi) above.
- (b) The Employer's decision and a summary of its reasons will be notified to the employee in writing.
- (c) If after any warning, a period of 12 or 18 months elapses (as relevant) without any further warning being required, all adverse reports relating to the warning must be removed from the employee's personnel file.
- (d) A dispute over the clause is to be dealt with in accordance with the Dispute Settling Procedure of this Agreement.

PART 3: UNION RIGHTS

17. Union Rights

17.1 Access to Employees – General

The Union will have access to employees for any process arising under this Agreement.

17.2 Access to Employees – Electronic communication

The Employer will ensure that:

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

17.3 Access to Employees – Orientation

- (a) For the purposes of facilitating the orientation of new employees and in particular to familiarise such employees with the operation of this Agreement, the Union shall be provided, in writing on a quarterly basis, with the dates, times and venues of any orientation/induction program involving new employees and be permitted to attend and address the new employees. If the dates of these programs are fixed in advance for a regular day and time then a list will be sent to the Union as soon as such dates are fixed.
- (b) Where the dates of orientation/induction programs are not fixed in advance, the Union will receive reasonable notification of at least 14 days to enable a representative to attend and address.
- (c) Those covered by this Agreement acknowledge the increasing role that technology plays in orientation / induction. An Employer and the Union may agree to an alternative means by which the Union can access new employees who are eligible to be members of the Union, including where orientation / induction programs are conducted on-line or the Union cannot reasonably attend the premises. Any alternative means of access agreed to between the Employer and Union under this clause must be consistent with the Act.

17.4 Delegates and Occupational Health & Safety Representatives

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

- (a) In this subclause 17.4 Representative means a Union Delegate, Deputy HSR or HSR.
- (b) A Representative is entitled to reasonable time release from duty to:
 - (i) attend to matters relating to industrial, occupational health and safety or other relevant matters such as assisting other employees with grievance procedures and attending committee meetings;

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

17.5 Noticeboard

- (a) A noticeboard for the Union's use will be readily accessible in each ward/unit/work area or nearest staff room where persons eligible to be members of the Union are employed.
- (b) The Union and members covered by this Agreement will, during the life of this Agreement, consult over the development of an electronic noticeboard managed by the Union.

17.6 Meeting Space

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

17.7 Secondment to the Union

The Employer will, on application, grant leave without pay, in writing, to an employee for the purpose of secondment to work for the Union subject to the Employer's reasonable operational requirements. Such absence, will not break service but not count as service for Long Service Leave purposes.

17.8 Employees holding union official positions

The Employer will, on application by the Union, grant leave without loss of pay to an employee for the purpose of fulfilling their duties as an official of the Council, Executive Council, Branch Committee of Management, National Council, or management committees of the Union's three component associations (MSAV, VPA & AHP), however so named.

17.9 Union Training

NOTE: an HSR and Deputy HSR appointed under the OHS Act may be entitled to any additional training in accordance with the OHS Act.

- (a) In order to encourage co-operative workplace relations and facilitate the operation of this Agreement, employees who have been selected by their union to attend training courses on industrial relations and/or health and safety will be entitled to a maximum of five days' paid leave per calendar year (Noting that leave for HSRs and Deputy HSR training is a distinct entitlement under the OHS Act).

- (b) Leave in excess of five days and up to ten days may be granted in a calendar year subject to the total leave being granted in that year and in the subsequent year not exceeding ten days.
- (c) The granting of leave will be subject to the Employer's operational requirements. The granting of leave will not be unreasonably withheld.
- (d) Leave under this subclause is granted on the following conditions:
 - (i) applications are accompanied by a statement from the Union advising that it has nominated the employee or supports the application;
 - (ii) the training is conducted by the Union, an association of unions or accredited training provider; and
 - (iii) the application is made as early as practicable and not less than two (2) weeks before the training.
- (e) The employee will be paid 'ordinary time earnings' where ordinary pay is the rate of pay for normal rostered hours plus experience/service payments plus allowances which are deemed pursuant to this Agreement to be part of pay for all purposes, but excluding shift work, overtime and other allowances.
- (f) Leave in accordance with this clause may include necessary travelling time in normal hours immediately before or after the course.
- (g) Leave granted under this clause will count as service for all purposes of this Agreement.
- (h) Expenses associated with attendance at training courses, including fares, accommodation and meal costs are not the responsibility of the Employer.

17.10 Workplace Implementation Committees

- (a) A local Workplace Implementation Committee (WIC) will continue or, if there is not currently a WIC in operation, be established at each Employer. Having regard for the size and location, a WIC may be appropriate at each facility/campus. The WIC will, where practicable, comprise equal numbers of representatives of the Employer and the union for the purposes of:
 - (i) agreement implementation;
 - (ii) on-going monitoring and assessment of the implementation of this Agreement; and
 - (iii) to deal with any local disputes that may arise, without limiting the Dispute Settling Procedure in this Agreement.
- (b) Priority items for consideration by the WIC will include the matters arising under clause 78 (Family Violence); clause 17 (Union Rights) and other matters that may be identified by the parties as being of relevance.
- (c) Report and review all DWGs to ensure that all workplace are mapped, known and have employee elected, trained HSRs to ensure improvements in workplace safety.

The exercise of any right of entry conferred by clause 17 which involves entry to premises for a purpose referred to in s.481 of the Act, or to hold discussions of a kind referred to in s.484 of the Act, will be in accordance with the requirements of Part 3-4 of Chapter 3 of the Act.

PART 4: EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

18. Types of Employment

- 18.1 Employees under this Agreement shall be employed in any one of the following categories:
- (a) full-time employees;
 - (b) regular part-time employees;
 - (c) casual employees; or
 - (d) fixed term employees.
- 18.2 At the time of engagement an Employer shall inform each employee of the terms of their engagement, and in particular, whether they are to be Full-Time, Regular Part-Time, or Casual employees.

19. Notification of Classification

- 19.1 Each Employer shall notify each employee in writing on commencement of their employment of their classification and terms of employment.
- 19.2 Each Employer shall notify each employee of any alteration to their classification in writing no later than the operative date of such alteration.

20. Request to Reduce Ordinary Hours and Transition to Retirement

- 20.1 An employee may for reasons of transitioning to retirement, family responsibilities or personal health request to reduce their ordinary hours of work on a temporary or permanent basis, for a minimum of 12 months, unless a shorter period is agreed.
- 20.2 An employee who intends to reduce their ordinary hours of work will provide the employer with a written request no less than one month before the date of the proposed change.
- 20.3 If an employee's request to reduce their ordinary hours of work is agreed the employee will provide the employer with written confirmation of the proposed change no less than one month, unless a shorter timeframe is agreed, before the date of the proposed change.
- 20.4 Agreed arrangements for reduced ordinary hours of work will be recorded in accordance with clause 23.3 of the Agreement.

21. Individual Flexibility Arrangements

- 21.1 An employee and an Employer may enter into an individual flexibility arrangement pursuant to this clause in order to meet the genuine needs of the employee and Employer. An individual flexibility arrangement must be genuinely agreed to by the employee and Employer.
- 21.2 An individual flexibility arrangement may vary the effect of one or more of the following terms of this enterprise agreement:
- (a) professional development leave (clause 70)
 - (b) higher duties (clause 51)

- (c) arrangements for when work is performed (clauses 54.1 and 54.2)
- 21.3 An employee may nominate a representative including the Union to assist in negotiations for an individual flexibility arrangement.
- 21.4 The Employer must ensure that any individual flexibility arrangement will result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.
- 21.5 The Employer must ensure that an individual flexibility arrangement is in writing and signed by the employee and Employer. If the employee is under 18 years the individual flexibility arrangement must be signed by a parent or guardian of the employee.
- 21.6 The Employer must give a copy of the individual flexibility arrangement to the employee within 14 days after it is agreed to.
- 21.7 The Employer must ensure that any individual flexibility arrangement sets out:
 - (a) the terms of this enterprise agreement that will be varied by the arrangement;
 - (b) how the arrangement will vary the effect of the terms;
 - (c) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (d) the day on which the arrangement commences.
- 21.8 The Employer must ensure that any individual flexibility arrangement:
 - (a) is about matters that would be permitted matters under section 172 of the Act if the arrangement were an enterprise agreement;
 - (b) does not include any term that would be an unlawful term under section 194 of the Act if the arrangement were an enterprise agreement; and
 - (c) provides for the arrangement to be terminated:
 - (i) by either the employee or Employer giving a specified period of written notice, with the specified period being not more than 28 days; and
 - (ii) at any time by written agreement between the employee and Employer.
- 21.9 An individual flexibility arrangement may be expressed to operate for a specified term or while the employee is performing a specified role (such as acting in a specified higher position). Such an arrangement will terminate on expiry of the specified term or when the employee ceases to perform the specified role, unless terminated earlier on notice or by agreement.

22. Full-Time Employment

- 22.1 An employee who is ready, willing and available to work a full week of 38 hours as and when required by the Employer, who is engaged as a full-time employee, shall be entitled to the full weekly wage prescribed herein irrespective of the number of hours worked not exceeding 38.
- 22.2 Provided that where an employee is employed to work a lesser number of hours, or is not ready, willing and available to work a full week of 38 hours as and when required by the Employer but is ready, willing and available to work a lesser number of hours, such employee shall be paid per hour worked an amount equal to 1/38th of the weekly wage prescribed herein.

23. Part-Time Employment

23.1 An Employer may employ part-time employees in any classification in this Agreement. A regular part-time employee is a person who:

- (a) works less than full-time hours of 38 per week (or less than 76 hours in a fortnight); and
- (b) has reasonably predictable hours of work; and
- (c) receives, on a pro rata basis, equivalent pay and conditions to those for full-time employees who do the same kind of work.

23.2 Minimum Engagement

The minimum period of engagement of a part time employee is three (3) hours per day

23.3 At the time of engagement, the Employer and the part-time employee will agree in writing on the following matters:

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

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

23.5 Part-time employees shall be paid:

- (a) for all employees except Pharmacists at an hourly rate equal to 1/38th of the weekly rate appropriate to the employee's classification; employees employed under this clause shall receive leave entitlements on a pro rata basis.
- (b) the conditions of part-time work shall be agreed upon between Employer and employee and shall be confirmed in writing between the two parties.

23.6 For Pharmacists per hour worked at an amount equal to 1/38th of the weekly rate appropriate to the employee's classification, and payment in respect of any Annual Leave or Long Service leave to which an employee may become entitled shall be on a pro rata basis. Payment in respect of any period of paid Personal Leave (where an employee has accumulated an entitlement) shall be made according to the number of hours the employee would have worked on the day or days on which the leave was taken so as not to reduce the employee's wage below that level which such employee would have received had such employee not been absent.

24. Casual Employment

24.1 An Employer may employ casual employees in any classification in this Agreement subject to this clause. A Casual employee is a person who is either a Casual employee or a Locum Pharmacist as defined in subclause 24.2 or 24.5.

24.2 Casual Employment

- (a) In order to ensure the effective operation of services, each Employer will endeavour to meet service requirements through the employment of permanent employees, either full time or, part time. An Employer may use Casual staff where the current permanent staff is not available.
- (b) Where there is a need to fill rosters due to absence, part time employees will be asked first if they want to work additional hours. If this is not possible the Employer should use Casual employees as a last resort.
- (c) A Casual employee is a direct employee engaged in relieving work of a casual nature and whose engagement is terminable by an Employer in accordance with the

Employer's requirements without the requirement of prior notice by either party. They are to be paid per hour worked an amount equal to 1/38 of the weekly salary as set out in this Agreement appropriate to the class of work performed plus 25%; or 75% on weekends and public holidays.

24.3 Minimum Engagement

- (a) The minimum period of engagement of a casual employee is three (3) hours per day.
- (b) Except for the provisions of clause 24.6 and as provided in clause 65.2, a Casual employee is not entitled to Annual Leave, Long Service Leave, or Personal Leave

24.4 Casual Conversion

- (a) Where a casual employee has worked shifts on a regular and systematic basis over a period of 26 weeks, the Employer and the employee recognise that the employee may be more properly classified as part-time or full-time.
- (b) The employee will not be considered rostered on a regular and systematic basis where these shifts are replacing an employee on a short term absence (including but not limited to parental leave, long service leave, workers compensation leave, personal leave) or flexible work arrangement.
- (c) Either the Employer or the employee has the right to request in writing the conversion to full-time or part-time employment and that request will not be unreasonably refused by either party.
- (d) Where such a conversion occurs, the employee will be provided with a Letter of Appointment setting out the revised employment arrangements, including any period/s of casual employment with the Employer.
- (e) Casual loading will cease and, subject to subclause 24.3(b), any benefits relating to permanent employment will commence at the time of appointment to permanent status.

24.5 Locum Employment (Pharmacists Only)

- (a) A Locum is a Pharmacist who is a temporary employee engaged in work of a casual nature or to relieve any full-time or part-time employees during their absences from work, and whose engagement is terminable by an Employer in accordance with the Employer's requirements without the prior notice of either party.
- (b) A Locum employee shall be paid per hour worked an amount equal to 1/38th of the weekly wage prescribed for the class of work done with the addition of 25% provided that the provisions of clauses 54-Hours of Work, 55-Shift Work and 58-Overtime - including Saturday and Sunday work, shall apply to Locum employees.
- (c) Locum employees shall not be entitled to the provisions of clauses in this Agreement relation to Personal/carers leave, Termination of Employment, Annual Leave, Jury Service, or Examination Leave.

24.6 Unpaid Personal Leave Entitlement For Casuals

- (a) Subject to the evidentiary and notice requirements in clause 62.7 casual employees are entitled to not be available to attend work, or to leave work:
 - (i) if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
 - (ii) upon the death in Australia of an immediate family or household member.

- (b) The Employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to two days per occasion. The employee is not entitled to any payment for the period of non-attendance.
- (c) An Employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not to engage a Casual employee are otherwise not affected.

25. Fixed Term Employment

25.1 Fixed term employment will only be used for "true fixed term arrangements", including:

- (a) employment positions to support qualification and / or registration;
- (b) parental leave replacement;
- (c) long term absence replacement, where the duration of the absence is known from the beginning of the absence;
- (d) special projects; and
- (e) post-graduate training.

26. Requests for Flexible Working Arrangements

26.1 The Act entitles specified employees to request flexible working arrangements in specified circumstances.

26.2 The specified employees are:

- (a) full time or part employees with at least 12 months continuous service; and
- (b) long term casual employees with a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

26.3 The specified circumstances are if the employee:

- (a) is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (b) is a carer within the meaning of the *Carer Recognition Act 2010* caring for someone who has a disability, a medical condition (including a terminal or chronic illness), a mental illness or is frail or aged;
- (c) has a disability;
- (d) is 55 or older;
- (e) is experiencing violence from a member of the employee's family; or
- (f) provides care or support to a member of the employee's immediate family, who requires care or support because the member is experiencing violence or abuse from the member's family.

26.4 To avoid doubt, and without limiting sub-clause 26.3, an employee who:

- (a) is a parent or has responsibility for the care of a child; and
- (b) is returning to work after taking leave in relation to the birth or adoption of the child,

may request to work part-time to assist the employee to care for the child.

- 26.5 To ensure that employees are aware of this entitlement, the Employer will post an information statement on the relevant notice board or intranet (where available) and provide a copy to new employees.
- 26.6 Where a request for flexible work arrangements is made, an employee or Employer is entitled to meet with the other party to discuss:
- (a) the request;
 - (b) an alternative to the request; or
 - (c) reasons for a refusal on reasonable business grounds (as defined at section 65 of the Act).
- 26.7 The Employer must give the employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request. If the request is refused, the written response must include details of the reasons for the refusal. The Employer may refuse the request only on reasonable business grounds (as defined at section 65 of the Act).
- 26.8 The dispute settling procedure in the Agreement will apply to any dispute / grievance arising in relation to a request for flexible working arrangements.
- 26.9 Other entitlements relevant to family violence can be found at clause 78 (Family Violence Leave).
- 26.10 The relevant flexibility term including for an individual flexibility arrangement is the model flexibility term prescribed by the Act.

27. Transmission of Business

- 27.1 Where a business is before or after the date of this Agreement transmitted from an Employer (in this clause called the transmittor) to another Employer (in this clause called the transferee) and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transferee:
- (a) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (b) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transferee.
- 27.2 In this clause business includes trade, process, business or occupation and includes any part of any such business and transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

28. Trainee Scientists

No Trainee Scientist (as defined by clause 11(bb)) shall be required or permitted to work in any laboratory at any time without the supervision of a qualified employee.

29. Psychologists Supervisor Training

Where the Employer requires a psychologist to clinically supervise a provisionally registered psychologist for the purpose of gaining registration or a registered psychologist for the purpose of achieving specialist endorsement, by the PBA, the Employer will pay reasonable costs for the supervising psychologist to undertake a PBA approved supervisor training course. "Reasonable costs" shall include course fees and time release without loss of pay to undertake the training.

30. Consultation

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

30.1 Consultation regarding major change

- (a) Where an Employer proposes a major workplace change that may have a significant effect on an employee or employees, the Employer will consult with the Affected employee/s, and the Union, and the employee's other chosen representative (where relevant) before the implementation of any proposed change occurs.
- (b) Workplace change includes (but is not limited to) technological change as defined.
- (c) Consultation will include those who are absent on leave including parental leave.
- (d) The Employer will take reasonable steps to ensure employees, HSRs (where relevant) and the Union can participate effectively in the consultation process.
- (e) An employer will provide reasonable resources (ie paid time for union reps, access to email, photocopying and meeting rooms) necessary to ensure that employees and union representatives can participate effectively in the consultation process.
- (f) Where an organisational change proposal involves a change that would directly and consequently affect two or more campuses, consultation in relation to the proposed change/s will include employee / union representatives from each campus and work group affected.

30.2 Definitions

Under this clause 30:

- (a) **Consultation or consult** means a process of providing employees and their union with a genuine opportunity to influence the decision maker proposing a major workplace change, but is not joint decision making. Consultation is not merely an announcement as to what is about to happen.

Consultation includes an opportunity for affected employees and the union to provide written and verbal responses including alternative proposals to mitigate or avert any adverse impact on an affected employee. Consultation includes the timely provision of all relevant information and responses.
- (b) **Affected employee** means an employee on whom a major workplace change may have a significant effect.
- (c) **Major Workplace change** means a change in the Employer's program, production, organisation,(including workforce size), physical workplace, workplace arrangements, structure or technology that is likely to have a significant effect on employees.
- (d) **Significant effect** includes but is not limited to:
 - (i) termination of employment;
 - (ii) changes in the size, composition or operation of the Employer's workforce (including from outsourcing or contracting out a service or part thereof, save for arrangements between respondent employers or a service the employer does not perform, or sendouts in pathology services) or skills required;

- (iii) alteration of the number of hours worked and/or a reduction in remuneration or
- (iv) changes to shifts / rosters arising from the organisation change
- (v) changes to an employee's classification, position description, duties or reporting lines;
- (vi) the need for retraining or relocation/redeployment/transfer to another site or to other work;
- (vii) removal of an existing amenity;
- (viii) the removal or reduction of job opportunities, promotion opportunities or job tenure.
- (ix) impacts on the workload of an employee;
- (e) **Measures to mitigate or avert** may include but are not limited to:
 - (i) redeployment;
 - (ii) retraining, including for a position outside an employee's current discipline/classification or scope of practice;
 - (iii) salary maintenance;
 - (iv) job sharing; and / or
 - (v) maintenance of accruals.
- (f) **Technological Change** means the introduction, alteration or replacement of pharmaceutical or scientific instruments, computers, 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 Agreement applies.

30.3 Consultation Process Steps and Indicative reasonable timeframes

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

Step	Action
1.	Employer provides change impact statement and other written material required by sub-clause 30.4. employees and/or union may request any additional information or material relevant to the proposed change.
2.	Written response from employees and / or union
3.	Consultation Meeting/s convened
4.	Further Employer written response (where relevant)
5.	Alternative proposal from employees or Union
6.	Employer to consider alternative proposal/s consistent with the obligation to consult and, if applicable, to arrange further meetings

Step	Action
	with employees or Union prior to advising outcome of consultation. If an employer decides the consultation process has finished it shall advise employees and/or the union in writing why, and prior to advising an outcome.

- (d) Every step in the above table will be undertaken in a timely manner, having regard to the circumstances. Where the Employer or the employees are not acting expeditiously, a party can notify the Commission of a dispute under the Disputes Resolution Procedure of this Agreement.

30.4 **Change Impact Statement (Step 1)**

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

- (a) the details of proposed change;
- (b) the reasons for the proposed change;
- (c) an assessment of how the proposed change will impact on the workload of employees;
- (d) where concerns of occupational health and safety impacts are identified, a risk assessment of the potential effects of the change on the health and safety of employees, undertaken in consultation with HSRs, and the proposed mitigating actions to be implemented to prevent such effects;
- (e) the expected benefit of the change;
- (f) an assessment of the impacts on quality standards and service outputs.
- (g) measures the Employer is considering that may mitigate or avert the effects of the proposed change;
- (h) the right of an Affected employee to have a representative including a Union representative at any time during the change process; and
- (i) other written material relevant to the reasons for the proposed change (including consultant reports), excluding material that is commercial in confidence, or cannot be disclosed under the Health Services Act 1988 or other legislation.
- (j) the expected timing of the proposed change.
- (k) the rationale for and details of any proposed redundancy including the number and categories of employees likely to be affected.

30.5 **Employee / Union response (step 2)**

Following receipt of the change impact statement, Affected employees and / or the Union may respond in writing to any matter arising from the proposed change.

30.6 **Meetings (step 3)**

- (a) As part of consultation, the Employer will meet with the employee/s, the Union and other nominated representative/s (if any) to discuss:
 - (i) the proposed change;
 - (ii) proposals to mitigate or avert the impact of the proposed change;
 - (iii) any matter identified in the written response from the Affected employees and / or the Union;

- (iv) any other relevant matter raised by the union.
 - (b) To avoid doubt, the 'first meeting' at step 3 does not limit the number of meetings for consultation.
- 30.7 **Employer response (step 4)**
- The Employer will give prompt and genuine consideration to matters arising from consultation and will provide a written response to the employees the Union and (where relevant) other representative/s.
- 30.8 **Alternative proposal (step 5)**
- The Affected employee/s and/or the Union and other representative (where relevant) may submit alternative proposal(s) which will take into account the intended objective and benefits of the proposal. Alternative proposals should be submitted in a timely manner so that unreasonable delay may be avoided.
- 30.9 **Outcome of consultation (step 6)**
- The Employer will give prompt and genuine consideration to matters arising from consultation, including an alternative proposal submitted under sub-clause 30.8 and will advise the Affected employees, the Union and other nominated representatives (if any) in writing of the outcome of consultation including:
- (a) whether the Employer intends to proceed with the change proposal;
 - (b) any amendment to the change proposal arising from consultation;
 - (c) implementation strategy and proposed timeframes of any proposed change;
 - (d) details of any measures to mitigate or avert the effect of the changes on Affected employees; and
 - (e) a summary of how matters that have been raised by employees and the Union including any alternative proposal, have been taken into account.
- 30.10 **Implementation of change**
- Consultation required by this clause must be completed before the employer implements, or begins to implement, any proposed workplace change.
- 30.11 **Technological Change – Additional requirements**
- (a) When the Employer instructs or commissions employees (including employees not covered by this Agreement), consultants or suppliers or any other persons to carry out an investigation of the feasibility of technological change or technological changes arising from organisational change, or personally commences such an investigation, the Employer shall notify in writing:
 - (i) the Union covered by this Agreement; and
 - (ii) in any case where the Employer is able to identify the employee(s) who may be materially affected in their employment by the change, those employees,that the investigation is being undertaken, and specify the Employer's principal objective or objectives of such investigation.
 - (b) The employer shall provide a copy of any report compiled to employees affected and the union at the conclusion of an investigation or feasibility investigation.
 - (c) During the course of any feasibility investigation, the Employer shall:
 - (i) keep the employees and Union who have been notified pursuant to this clause informed; and

- (ii) when requested in writing by such employees or the Union to do so, consult with them about any change being considered, any material effect which might ensue and alternative proposals which might eliminate or lessen such effects.

30.12 Consultation about changes to rosters or hours of work

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

30.13 Consultation disputes

Any dispute regarding the obligations under this clause will be dealt under the Dispute Settling Procedure at clause 13 of this Agreement.

31. Notice of Termination

31.1 Notice Of Termination By Employer

- (a) In order to terminate the employment of an employee the Employer must give to the employee 4 weeks' notice of termination.
- (b) In addition to the notice in 31.1(a), employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, are entitled to an additional week's notice.
- (c) Payment in lieu of the prescribed notice in 31.1(a) and 31.1(b) must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.
- (d) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the Employer would have become

liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

- (i) the employee's ordinary hours of work (even if not standard hours); and
- (ii) the amounts ordinarily payable to the employee in respect of those hours including (for example) allowances, loading and penalties; and any other amounts payable under the employee's contract of employment.

- (e) The Period Of Notice in this clause does not apply:
 - (i) in the case of dismissal for serious misconduct;
 - (ii) to employees engaged for a specific period of time or for a specific task or tasks;
 - (iii) to Casual and Locum employees;
- (f) Continuous Service is defined in clause 65 (Long Service Leave)

31.2 Notice Of Termination By An Employee

- (a) The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- (b) If an employee fails to give the notice specified in clause 31.2(a) the Employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under clause 31.1(d).

31.3 Job Search Entitlement

Where an Employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the Employer.

32. Redundancy and Associated Entitlements

32.1 Arrangement

This clause is arranged as follows:

- (a) Arrangement (subclause 32.1),
- (b) Definitions (subclause 32.2),
- (c) Redeployment (subclause 32.3),
- (d) Support to Affected Employees (subclause 32.4),
- (e) Salary maintenance (subclause 32.5),
- (f) Period of salary maintenance (subclause 32.6),
- (g) Preservation of accrued leave (subclause 32.7);
- (h) Relocation (subclause 32.8);
- (i) Redundancy (subclause 32.9);
- (j) Exception to application of Victorian Government's policy with respect to severance pay (subclause 32.10)

32.2 **Definitions**

- (a) **Affected Employee** for this clause 32.2 means an Employee who will be affected by a change proposal, including being made redundant.
- (b) **Comparable role** means an on-going role that:
 - (i) is the same occupation as that of the Affected Employee's redundant position or if not, is in an occupation acceptable to the Affected Employee; and
 - (ii) is any of the following:
 - 1.) in the same professional discipline as that of the Affected Employee's redundant position; or
 - 2.) other occupation acceptable to the Affected Employee; or
 - 3.) a position that with the reasonable support described at subclause 32.3(h), the Affected Employee could undertake; and
 - (iii) is the same grade as the Affected Employee's redundant position;
 - (iv) takes into account the number of ordinary weekly hours and roster normally worked by the Affected Employee;
 - (v) Is a Reasonable Distance as defined;
 - (vi) takes the Affected Employee's personal circumstances, including family responsibilities, into account;
 - (vii) takes account of health and safety considerations;
 - (viii) the Affected Employee has the necessary skills and experience to undertake to a minimum satisfactory standard, or could do so with appropriate training/retraining; or
 - (ix) is a comparable role and has terms and conditions that are alike to those of the Affected Employee's current role. .
- (c) **Consultation** is as defined at clause 30 (Consultation) of this Agreement.
- (d) **Continuity of Service** means that the service of the Employee is treated as unbroken and that the cap on the transfer of personal leave at subclause 62.3(c) does not apply. However, continuity of service is not broken where an Employer pays out accrued annual leave or long service leave upon termination in accordance with this Agreement.

Calculation of continuous service shall be the same as for Long Service Leave under this Agreement.
- (e) **Reasonable Distance** means a distance that has regard to the Employee's original work location, current home address, capacity of the Employee to undertake additional travelling time and any adverse effects on the personal circumstances of the affected Employee, including family commitments and responsibilities, and other matters raised by the Employee, or assistance provided by their Employer.
- (f) **Redeployment period** means a period of 13 weeks from the time the Employer notifies the Affected Employee in writing that consultation under clause 32.3(b) is complete and that the redeployment period has begun.
- (g) **Redundancy** means the Employer no longer requires the Affected Employee's job to be performed by anyone because of changes in the operational requirements of the Employer's enterprise.

- (h) **Relocation** means an Affected Employee moves to a different campus as a result of an organisational change on either a temporary or permanent basis.
- (i) **Salary maintenance** means an amount representing the difference between what the Affected Employee was paid (including higher qualification allowance) prior to the Affected Employee's role being made redundant and the amount paid in the Affected Employee's new role following redeployment.
- (j) **Weekly Rate** for salary maintenance purposes means an Affected Employee's current rate of pay including Higher Qualifications and any allowances and penalties (excluding overtime) averaged for the preceding 12 months worked, or the Affected Employee's pay at the time of his/her role being made redundant, whichever is the greater.

32.3 Redeployment

- (a) An Affected Employee whose role will be redundant will be considered for redeployment during the redeployment period.
- (b) **Employee to be advised in writing**
The Affected Employee must be advised in writing of:
 - (i) the date the Affected Employee's role is to be redundant,
 - (ii) details of the redeployment process,
 - (iii) the reasonable support that will be provided in accordance with subclause (h) below, and
 - (iv) the Affected Employee's rights and obligations.
- (c) **Employer obligations**
The Employer will:
 - (i) make every effort to redeploy the Affected Employee to a Comparable Role in terms of classification, grade/year level and income, hours/roster and location, including appointing a case manager to provide the Affected Employee with support and assistance; and
 - (ii) take into account the personal circumstances of the Affected Employee, including family commitments and responsibilities, medical restrictions limiting duties; and
 - (iii) treat the Affected Employee as a priority for appointment to any suitable available position.
 - (iv) Where a potentially suitable position is identified the Affected Employee shall be referred for interview. Where this process leads to a determination that the Affected Employee can satisfactorily undertake the position (including any training/retraining) the Affected Employee will be offered the position without advertisement. Where two or more Affected Employees are available for the vacancy they will be selected on merit.

(d) **Employee obligations**

The Employee must actively participate in the redeployment process.

(e) **Determining if a position is a Comparable Role**

In the event a dispute arises in relation to whether or not a position is a Comparable Role discussion between the employer and the employee's representative will be held to try and resolve the dispute.

(f) **Rejecting a comparable role**

Where an Affected Employee rejects an offer of redeployment to a comparable role (as defined), the Affected Employee may be ineligible for a departure package referred to at subclause 32.9(a)(iii).

In such cases the employer and the employee's representative shall discuss the Affected Employee's decision before the employer decides its response.

(g) **Temporary alternative duties**

An Affected Employee awaiting redeployment may agree to transfer to temporary alternative duties within the same campus, or where part of the Employee's existing employment conditions at another campus. Such temporary duties will be in accordance with the Affected Employee's skills, experience, clinical area and profession and will be paid at the Affected Employees current rate of pay

(h) **Support for redeployment**

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

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

(i) **Where no redeployment available**

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

(j) **Non-Comparable Role**

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

32.4 Support to Affected Employees

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

- (a) counselling and outplacement support services;
- (b) retraining,

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

32.5 Salary Maintenance

(a) Entitlement to salary maintenance

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

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

- (b) An Affected Employee will have their salary maintenance payment paid as a fortnightly allowance.

32.6 Period of salary maintenance

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

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

32.7 Preservation of accrued leave

An Affected Employee entitled to salary maintenance will have:

- (a) their long service leave accruals and annual leave accruals preserved before redeployment. Specifically, the value of the leave immediately prior to redeployment will not be reduced as a result of redeployment; and
- (b) Their personal leave preserved in hours

32.8 Relocation

(a) Employer to advise in writing of relocation

As soon as practicable but no less than seven (7) days after a decision is made by the Employer to temporarily (if agreed under subclause 32.3(g)) or permanently relocate an Affected Employee, the Employer will advise the Affected Employee in writing of the decision, the proposed timing of the relocation and any other alternatives available to the Affected Employee. In addition, the Employer will:

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

(b) **Entitlement to relocation allowance**

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

(c) **Employee to provide written estimate**

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

(d) **Payment**

- (i) The maximum relocation allowance payable by the Employer will be \$1900.00, paid as a lump sum.
- (ii) When considering the Affected Employee's estimate, the Employer may have regard to the Reasonable Distance
- (iii) In the event of a dispute about the Affected Employee's estimate it will be resolved under clause 13 – Dispute Settling Procedure.

(e) **Exceptions**

An Affected Employee is not entitled to the relocation allowance if the site or campus to which the Affected Employee is being relocated is a location to which they can be expected to be deployed as part of their existing employment conditions save for a situation where because of the change the employee has additional travelling beyond the existing conditions which will attract a reasonable pro rata relocation payment.

(f) **Fixed term employees not excluded**

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

32.9 **Redundancy**

(a) **Employment terminates due to redundancy**

- (i) Redundancy will be used as a last resort. Employers will consider options of redeployment, relocation or other alternatives to mitigate redundancies as preferred options to making an employee redundant.
- (ii) Where applicable Expressions of interest for voluntary departure will be pursued from non-affected employees to facilitate redeployment of affected employees.
- (iii) Where a position has been declared redundant and a Comparable Role is not available to redeploy the Affected Employee to, he/she or an employee who has made an expression of interest in a departure package, shall be offered a departure package. The departure package shall be either a VDP or a TSP as defined in Victorian Government IR policies.

(b) **Redundancy pay**

An employee whose employment is terminated due to redundancy will be paid redundancy pay in accordance with the Victorian Government's public sector redundancy entitlements policy as set out in the Public Sector Industrial Relations Policies 2015.

32.10 Exception to application of Victorian Government's policy with respect to severance pay

- (a) Where the Affected Employee's Employer secures a comparable role (as defined) with another Employer covered by this Agreement, which:
 - (i) is within a Reasonable Distance of the work site of the redundant position; and
 - (ii) provides continuity of service; and
 - (iii) where the comparable role results in a loss of income, salary maintenance at subclause 32.5 will apply; and
 - (iv) where relevant, consistent with the financial and other support provided to an internal Affected Employee,the Employee will be considered successfully redeployed as though the employment was with the same Employer and no severance pay will apply.
- (b) Where the employee is a member of a defined benefit superannuation fund and has accepted a TSP, the Health Service shall notify the fund that the service of the employee has been compulsorily terminated on account of retrenchment.
- (c) Additional consultation, redundancy and associated entitlements provisions relating to employees of some Employers are contained in SCHEDULE 8 and SCHEDULE 12 of this Agreement.

PART 5: WORKFORCE MANAGEMENT

33. Workload

- 33.1 The Employer acknowledges the benefits to both the organisation and individual employees gained through employees having a balance between both their professional and family life.
- 33.2 The Employer further recognises that the allocation of work must include consideration of the employee's hours of work, health, safety and welfare. Work will be allocated so that there is not an allocation that routinely requires work to be undertaken beyond an employee's ordinary hours of work. However, the Employer may require the employee to work reasonable overtime where:
- (a) such work is unavoidable because of work demands and reasonable notice of the requirement to work overtime is given by the Employer; or
 - (b) where, due to an emergency, it has not been possible to provide reasonable notice.
- 33.3 Where overtime is required the provisions of clause 58 (Overtime) shall apply.
- 33.4 In the event that particular workload or staffing issues are identified at individual health care facilities or services the Employer agrees to consult with employees and their nominated representatives in relation to such matters.
- 33.5 **Staffing**
- The employer will ensure that it is sufficiently staffed and resourced so as to enable each employee to:
- (a) perform all aspects of their role/position during their ordinary hours;
 - (b) take rest intervals and meal breaks provided by this Agreement; and
 - (c) take leave provided for by this Agreement.
- 33.6 **Allocation of work**
- The Employer will allocate work to each employee so that they can perform all aspects of their position during their ordinary hours of work, including but not limited to:
- (a) clinical duties;
 - (b) administrative and clerical duties;
 - (c) managerial/supervisory duties;
 - (d) educational duties; and
 - (e) attending meetings.

34. Planned and Unplanned Absences

- 34.1 **Replacement of staff on annual and other planned leave**
- (a) In order to maintain safe staffing and workload levels and appropriate clinical standards the rostered hours of employees who are on leave will be backfilled in accordance with this clause.
 - (b) For the purposes of 34.1(a), leave includes a period of leave of two weeks or more of annual leave, parental leave, long service leave, leave without pay, professional development leave, study leave and Workcover absences.

Providing that when a period of leave is two weeks or more a backfill employee will be appointed from the first day of such leave.

- (c) The backfill employee undertaking the work of the absent employee will be paid at the same classification level for the same time fraction as the employee they replace for the entire period of the backfilling, unless the work of the absent employee will not to be performed by any other employee/s.
- (d) Where, after an employer has used best endeavours, the employer is unable to backfill a period of leave because a suitably experienced and qualified employee is unavailable to perform the work of the employee on leave, the work will be prioritised under clause 34.3 below.

34.2 **Unplanned absences**

- (a) An unplanned absence is an absence that arises randomly, for example through an employee taking personal leave or a position becoming vacant through a resignation or termination of employment by the employer, or late approved leave.
- (b) Where employees work shifts or rostered weekends:
 - (i) In each instance of an unplanned absence of a rostered employee, the employer will backfill the absent employee for the duration of the absence with another employee undertaking the work of the absent employee working no less than the same hours as were rostered and paid as a minimum the same classification and grade level as the absent employee.
 - (ii) An employee who is on rostered on-call will not be recalled to fill an unplanned absence referred to in paragraph (i) above, unless the absence is advised after 4.00pm on the day preceding the absence. The rostered on-call person can be recalled only if another replacement employee is not available.
 - (iii) If by 4.00pm on the day preceding the day of an unplanned absence which is known by the employer in advance, the absence remains unfilled after all endeavours to replace the absent employee have been exhausted, the rostered on-call person can be recalled to fill the absence as a matter of last resort.
- (c) **All other employees**
 - (i) The employer agrees to replace an employee who is absent on an unplanned absence for a period of two weeks or more, provided that the replacement employee is paid as a minimum the same classification and grade level as the absent employee.
 - (ii) Where, after an employer has used best endeavours, the employer is unable to backfill a period of unplanned leave because a suitably experienced and qualified employee is unavailable to perform the work of the absent employee, the work will be prioritised under clause 34.3 below.

34.3 **Non-backfilled absences**

- (a) In the event of any absence not backfilled an employer will immediately prioritise work to ensure:
 - (i) workloads for other staff members who may be asked to perform the duties of the absent employee are adjusted by reducing their usual duties; or

- (ii) the work of the absent employee is not required to be undertaken by any employee;
 - (iii) other staff will not unreasonably be required to work overtime to complete their own work and the work of the absent staff member.
 - (iv) if overtime is worked the provisions of clause 58– Overtime will apply
- (b) Employers will employ adequate relief employees or obtain an appropriate replacement scientist or pharmacist from the Public Health Sector Relief Bank, in the event it is established.
- (c) On the request of the Union, the employer will provide a written record of its attempts to replace the absence.
- (d) An employee who has been absent will on return to work receive appropriate support to enable her/him to complete work not done in his/her absence and is still required to be done

35. Advertising and Filling Vacancies

35.1 Subject clause 35.3, each vacancy that arises will be filled by the employer.

35.2 The process for advertising a vacant position will be as follows:

- (a) Immediately it is known that a position will become vacant the responsible manager/supervisor will commence the appropriate action to advertise the vacant position.
- (b) In relation to (a) above, the vacant position will be advertised as quickly as possible after the Employer becomes aware the position will or has become vacant.
- (c) The vacant position will be advertised and offered at the employment status, classification grade level and time fraction (as a minimum) of the employee who vacated the position.
- (d) During any period between a position becoming vacant and the position being filled, the Employer will be either:
 - (i) Back-fill the vacant position in accordance with clause 34; or
 - (ii) Prioritise work in the area the vacancy has occurred to ensure the work that was done by the employee who has left is not required to be undertaken by any other staff member/s; or
 - (iii) Prioritise work in the area the vacancy has arisen to ensure workloads of staff members/s who may be asked to perform the priority duties of the vacant position are adjusted by reducing their normal duties.

35.3 If an employer decides a position is not ongoing and therefore will not be advertised, the employer shall enter into immediate consultation in accordance with clause 30.

36. 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.

37. Health and Safety, Rehabilitation and Workcover

The following schedules contain specific provisions relating to health and safety, rehabilitation and/or Workcover:

SCHEDULE 4	Alfred Health
SCHEDULE 8	Royal Women's Hospital
SCHEDULE 9	Royal Children's Hospital
SCHEDULE 10	St. Vincent's Health

38. Prevention and Management of Workplace Bullying

- 38.1 The parties to this Agreement are committed to the prevention of workplace bullying.
- 38.2 The Employer will maintain policies and procedures to proactively prevent and manage workplace bullying in accordance with the Victorian Occupational and Health Safety Act 2004 and the WorkSafe publication, 'Preventing and Responding to Bullying at Work' June 2009 (as amended from time to time).
- 38.3 The Victorian Public Sector Standards Commissioner's Guide – Managing Poor Behaviour in the Workplace is a useful and acceptable a guide which may be used for the management and resolution of bullying matters which may arise in the workplace. The parties to this agreement are expected to conduct themselves in a manner that is consistent with the principles set out in the guide.
- 38.4 The policies and documents referred to in sub clause 38.2 and 38.3 are not incorporated into this Agreement.

PART 6: CLASSIFICATION, SALARIES AND HIGHER QUALIFICATION ALLOWANCES

39. Audiologists

For Audiologist classification definitions and Higher Qualification Allowances see SCHEDULE 3, clause 1.

40. Clinical Perfusionists

40.1 For Clinical Perfusionist classification definitions and Higher Qualification Allowances see SCHEDULE 3, clause 2.

40.2 Clinical Perfusionists employed by the Royal Children's Hospital:

- (a) will be covered by SCHEDULE 9 to this Agreement;
- (b) will not be covered by SCHEDULE 8 to this Agreement, save for clause 9.4 (Consultative Process) of that Schedule; and
- (c) will not be covered by clauses 54 (Hours of Work), 56 (Rosters), 58 (Overtime), 59 (On Call/Recall), 55 (Shift Work), 76 (Public Holidays), 79 (Travelling Transport and Fares), 83 (Child Care Costs) and 60.8 (Annual Leave Loading) of this Agreement.

41. Dietitians

For Dietitian classification definitions, Higher Qualification Allowances and department groupings see SCHEDULE 3, clause 3.

42. Genetic Counsellors

For Genetic Counsellor classification definitions and Higher Qualification Allowances see SCHEDULE 3, clause 4

43. Medical Physicists

For Medical Physicist classification definitions and Higher Qualification Allowances see SCHEDULE 3, clause 5

44. Medical scientists Merit Reclassification Guidelines

44.1 Guidelines for merit reclassification of Medical Scientists

The following merit reclassification guidelines shall apply on the basis that:

- (a) merit reclassification provisions do not take into account supervisory roles, management functions, or responsibilities of Scientists which are covered under the specific weighing factors formula;
- (b) Scientists employed in clinical diagnostic laboratories, with limited opportunities to pursue research and development work, are not excluded from career advancement on the basis of merit.
- (c) A reclassification on merit is a personal classification, based on the personal skills, attributes and capacities of the individual irrespective of organisational structure.

- (d) Scientists who are re-classified under this clause will be expected to continue to exercise the particular capabilities, skills and responsibilities which may have been the basis of their reclassification.
- (e) The Employer may provide an employee with duties commensurate with the identified abilities and competencies in the relevant merit review classification level descriptors.

44.2 Scientist Grade 2

- (a) Is a Scientist appointed to this grade, and/or who is employed on work which requires special knowledge or depth of experience, and/or requires the application of a level of performance worthy of additional remuneration.
- (b) Experienced Scientists who can perform, without direct supervision, a wide range of diagnostic tests or procedures, and or work which requires specialised knowledge.
- (c) At this level, Scientists are required to have achieved a high level of performance and to have shown a commitment to further professional development.
- (d) To satisfy these requirements, Scientists must comply with at least four of the following criteria:
 - (i) demonstrated experience and competence in the performance and understanding of a wide range of diagnostic tests or procedures or of complex and specialised tests;
 - (ii) demonstrated ability in giving professional advice within and outside the laboratory on appropriate scientific and clinical matters;
 - (iii) participation in laboratory programmes for training of undergraduates and graduate scientific staff;
 - (iv) demonstrated ability to initiate and develop new diagnostic or research procedures applicable in their laboratory environment;
 - (v) demonstrated ability to critically assess and evaluate new equipment, instruments or products relevant to the diagnostic work of their laboratory;
 - (vi) a recognised role in a development or research project approved by the employing institution. The significance of their role will be demonstrated by their presentation of results at scientific meetings or by publications in scientific journals;
 - (vii) being enrolled for a Membership of the Australian Association of Clinical Biochemists (MAACB), Diploma of Bacteriology, Master Science (M.Sc.), Master Applied Science (M. App. Sc.), Member of the Australian Institute of Physics (MAIP), Fellowship of the Human Genetics Society of Australia (FHGSA), Fellowship of the Medical Laboratory Scientist, Graduate Diploma in Health Administration, Doctor of Science,(D.Sc.), Doctor of Philosophy (Ph.D.), Fellowship of the Australian Institute of Medical Science (FAIMS), Member of Human Genetics Society of Australia MHGSA, Graduate Diploma Biostatistics, Graduate Diploma Epidemiology, Master of Applied Epidemiology, MPH, Master of Epidemiology or any other recognised equivalent Degree or Diploma relevant to medical sciences from a tertiary institution pursuant to clause of this Agreement where they have passed some subjects or where they, in the opinion of their academic

supervisors, have made satisfactory progress for the success of the scientific thesis.

44.3 Scientist Grade 3

- (a) Is a Scientist appointed to this grade and/or who has been qualified (as defined) for at least eight years and is engaged on specialised scientific work or work of a research or developmental nature.
- (b) Widely experienced Scientists with sound knowledge and skills relating to an extensive range of diagnostic tests or procedures, and/or work of a specialised nature. At this level, Scientists may validate test results or be engaged in work of a research or developmental nature and are expected to have achieved a high level of professional development.
- (c) To satisfy these requirements Scientists must:
 - (i) have a minimum of eight years professional experience;
 - (ii) have satisfied at least four of the merit criteria for Scientist grade 2.
 - (iii) Other factors to be taken into consideration are:
 - (iv) demonstrated experience and expertise in the direct performance and interpretation of a wide range of diagnostic procedures and/or in the evaluation, operation and maintenance of complex equipment and instruments;
 - (v) demonstrated commitment to professional development. Elements which will be taken into consideration include, inter alia:
 - 1.) regular participation in meetings of professional organisations;
 - 2.) membership of professional committees;
 - 3.) teaching activities.
 - (vi) academic development achieved. The following qualifications will be considered:
 - 1.) Membership of the Australian Association of Clinical Biochemists (MAACB), Diploma of Bacteriology, Master of Science (M.Sc.), Master of Applied Science (M.App.Sc.), Membership of the Australian Institute of Physics (MAIP), Fellow of the Human Genetics Society of Australia (FHGSA), Graduate Diploma in Health Administration, Doctor of Science (D.Sc.), Doctor of Philosophy (Ph.D.), Fellow of the Australian Association of Clinical Biochemists (FAACB), Fellow of the Australian Institute of Medical Scientists (FAIMS), Fellow of the Australian Institute of Physics (FAIP), Fellow of the Institute of Medical Laboratory Scientists (FIMLS), Member of the Royal College of Pathologists, Graduate Diploma Epidemiology, Graduate Diploma Biostatistics, Member of the Human Genetics Society of Australia (MHGSA), Master of Applied Epidemiology, Master of Public Health (MPH), Master of Epidemiology or any other recognised equivalent Degree or Diploma relevant to medical sciences from a tertiary institution pursuant to SCHEDULE 3, clause 6.14 of this Agreement;

- 2.) publications in which the applicant is a major contributor;
- 3.) presentations at scientific meetings relevant to medical sciences;
- 4.) academic appointments.
- (vii) demonstrated experience in:
 - 1.) maintaining laboratory statistics;
 - 2.) formulating and maintaining programmes for the development and cost containment of the laboratory's work;
 - 3.) making budgetary submissions for their area.

44.4 **Scientist Grade 4**

- (a) A Scientist appointed as such with at least ten years' experience, utilising advanced and specialised professional knowledge and experience.
- (b) Very experienced Scientists with advanced and specialised professional knowledge relating to one or more disciplines of medical science. At this level, Scientists are expected to have made significant contributions to medical science and to be recognised as local experts in a relevant scientific and/or diagnostic speciality or activity.
- (c) To satisfy these requirements, scientists must:
 - (i) have a minimum of ten years professional experience;
 - (ii) have satisfied most of the criteria for a scientist grade 3;
 - (iii) have a high standing in the scientific community as assessable on the basis of: qualifications; awards; past appointments; publications; membership of committees and of professional organisations; consultancies; research grants in which the applicant is the principal or associate investigator; teaching appointments/commitments.
 - (iv) Other factors to be taken into consideration are:
 - 1.) capacity in formulating, initiating and conducting programmes devoted to laboratory organisation, introduction of new procedures in service, development and research; and
 - 2.) assessing the value of such programmes in relating to the medical objectives and priorities of the employing Institution.

44.5 **Scientist Grade 5**

All such applications shall, where disputed, be considered by the Committee constituted with an independent chairperson.

45. **Medical Scientists Classification Descriptors**

For Medical Scientist classification definitions, classification formula, Working Party and Classification Review Committee criteria and Higher Qualification Allowances see SCHEDULE 3, clause 6.

46. Pharmacists

For Pharmacist classification definitions and Higher Qualification Allowances see SCHEDULE 3, clause 7. For grouping criteria for departments of pharmacy see SCHEDULE 3, clause 7.11.

47. Psychologists

For Psychologist classification definitions and Higher Qualification Allowances see SCHEDULE 3, clause 9.

48. Progression Through Pay Points

Progression for all classifications for which there is more than one wage point shall be by annual increments on the anniversary of employment, having regard to the acquisition and utilisation of skills and knowledge through experience in an employee's practice setting(s) over such period.

49. Overlapping Pay Points Between Grades

Where an employee moves from one grade to a higher grade and the pay rates are the same then the employee will be paid at the next yearly increment level upon appointment to the new grade.

50. Salaries and Allowances

50.1 Salaries

- (a) Each employee is to be paid in accordance with the salary scale set out in SCHEDULE 2 for the relevant classification and grade corresponding with the work undertaken by the employee.
- (b) The salaries and allowances payable to employees as set out in SCHEDULE 2 have been adjusted by the following increases payable and to apply from the first pay period on or after (FFPPOA) 25 January 2017.
- (c) The parties have agreed to new rates of pay for Grade 2 classifications and the salary increases at subclause (d) below are then added to these rates as set out in SCHEDULE 2.
- (d) These salaries and allowances shall be increased as follows:
 - (i) 3.25 % effective first full pay period on or after 25 January 2017;
 - (ii) 3.25 % effective first full pay period on or after 25 January 2018;
 - (iii) 3.25 % effective first full pay period on or after 25 January 2019;
 - (iv) 3.25 % effective first full pay period on or after 25 January 2020;

50.2 Salary Packaging

All employees covered by this Agreement will have access to salary packaging arrangements as follows:

- (a) By written agreement with the employee, the current salary specified in section A of SCHEDULE 2, may be salary packaged in accordance with the Employer policy on salary packaging.
- (b) The employee shall compensate the Employer from within their salary, for any Fringe Benefits Tax (FBT) incurred as a consequence of any salary packaging arrangement the employee has entered into.

- (c) The Parties agree that in the event that salary packaging ceases to be an advantage to the employee (including as a result of subsequent changes to FBT legislation), the employee may elect in writing to convert the amount packaged to salary. Any costs associated with the conversion to salary shall be borne by the employee and the Employer shall not be liable to make up any benefit lost as a consequence of an employee's decision to convert to salary.
- (d) The employee shall be responsible for all costs associated with salary packaging arrangements, including the administration costs provided that such administration costs shall be confined to reasonable commercial charges as levied directly by the external salary packaging provider and/or in-house payroll service (as applicable), as varied from time to time.
- (e) Where the employee chooses not to pay any of the costs associated with their salary packaging, the Employer may cease the employee's salary packaging arrangements
- (f) The Employers recommend that employees who are considering salary packaging seek independent financial advice. The Employer shall not be held responsible in any way for the cost or outcome of any such advice.
- (g) Where an employee participates in salary packaging through an external salary packaging agency and terminates their employment, the final pay on termination may be delayed due to the reconciliation of their salary packaging account balance.

50.3 Once off lump sum payment

- (a) All full-time equivalent employees will receive a once-off lump sum payment of \$750 (pro-rata for part-time employees) payable on the first full pay period on or after FWC approval of the enterprise agreement.
- (b) For the avoidance of doubt relieving casuals and locums are excluded from the once off lump sum payment provided in this clause.
- (c) The once off lump sum payment specified in clause 50.3(a) above will be payable to all eligible employees employed by Employers as at 25 January 2017 .

50.4 Allowances

(a) Meal Allowance

An employee shall be paid an allowance:

- (i) when required to work after the usual finishing hour of work beyond one hour (Monday to Friday inclusive) or in the case of shift workers when the overtime work on any shift exceeds one hour. Provided that where such overtime work exceeds four hours a further meal allowance shall be paid;
- (ii) when recalled to duty outside of usual working hours for a period in excess of two hours (and when the time of such recall coincides with or over-runs employees normal meal time). and where such overtime exceeds four hours a further meal allowance shall be paid.
- (iii) These allowances are specified in SCHEDULE 2.
- (iv) The meal allowance provisions shall not apply where a meal is supplied at the Employer's expense.

(b) **Lodging and rent (Pharmacists only)**

- (i) Where the Employer provides board and lodging, the wage rates prescribed in this Agreement shall be reduced by the following amounts per week:

	\$
Trainees	6.90
Others	15.20
Self-contained furnished accommodation	23.50

and except where the employee buys their meals at ruling cafeteria rates, by an additional amount of \$9.70.

- (ii) Where board and lodging is provided laundry shall also be provided free of charge, or full and adequate facilities for washing and ironing shall be provided.
- (iii) The expression board and lodging includes laundry provided free of charge.

(c) **Removal Expenses (Psychologists Only)**

- (i) An employee transferred by their Employer to a location more than 60 kilometres from the location where they have been employed for at least two years shall be reimbursed reasonable removal expenses by the Employer to which they transfer.
- (ii) Provided that in such a case of Employer transfer where an employee is required by their Employer to reside at a distance 60 kilometres from their former residence they shall be reimbursed reasonable removal expenses.

(d) **Blood Check Allowance**

Any employee exposed to radiation hazards in the course of their work shall be entitled to a blood count as often as is considered necessary and shall be reimbursed for any out of pocket expenses arising from such test.

51. Higher Duties

- 51.1 An employee who is authorised to assume the duties of another employee on a higher classification under this Agreement for a period of five or more consecutive working days shall be paid for the period for which he/she assumed such duties, at not less than the minimum rate prescribed for the classification applying to the employee so relieved.
- 51.2 Where an employee is temporarily assigned duties of a higher classification for a total period of 12 months (in continuous or broken periods), the employee will be entitled to move to the next pay point within the salary range for the higher classification.
- 51.3 The employee will be entitled to remuneration at this pay point in the event she/he is permanently reclassified to the higher level or during any subsequent period/s of temporary assignment to the higher classification until a further entitlement for pay point progression at the higher classification level is achieved.
- 51.4 Higher duties service is not counted if it is beyond five years from the higher duty period.
- 51.5 Provided however that where a Laboratory Manager is appointed in writing to assume the same administrative responsibilities as the Director or Pathologist in charge, for a

period exceeding four weeks they shall be paid at the top incremental level for the classification with the addition of 31.5% of that increment.

52. Payment of Wages

- 52.1 Subject to any individual arrangements between an Employer and an employee wages shall be paid no later than a Thursday.
- 52.2 On or prior to the pay day the Employer shall state to each employee in writing the amount of wages to which they are entitled, the amount of deductions there from, and the net amount being paid to them.
- 52.3 Additional provisions apply at the Royal Children's Hospital and the Royal Women's Hospital. See SCHEDULE 8.

53. Superannuation

53.1 Superannuation Legislation

- (a) The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- (b) Notwithstanding clause 53.1(a) the following provisions shall also apply.
- (c) Employees will continue to have access to HESTA or First State Super.
- (d) Superannuation contributions will be paid by the Employer into the relevant fund. Superannuation contributions will be paid on ordinary time earnings as defined in the Superannuation Guarantee (Administration) Act 1992 (Cth).
- (e) An employee may sacrifice part of their salary as an Employer contribution to superannuation. Where this occurs, the Superannuation Guarantee Charge (SGC) contribution by the Employer will be calculated on the employee's pre-salary sacrifice rate of pay.
- (f) Where pursuant to clause 50.2 of this Agreement, an employee packages part of their salary, the employee's SGE contribution shall be calculated on the pre-packaged rate of pay.

53.2 Fund

- (a) **Fund** for the purpose of this clause shall mean
- (i) Health Employees Superannuation Trust Australia (HESTA) established and governed by a trust deed 23 July 1987, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto;
- (ii) First State Super, and includes any superannuation scheme which may be made in succession thereto; or
- (iii) VicSuper, for those employees who are already VicSuper members.
- (b) Each new employee shall be required to complete a membership application for either HESTA or First State Super on commencement of employment and the Employer shall forward the completed application to the Fund within 4 weeks of the or commencement of employment. Provided that new employees who are members of VicSuper may continue to have their SGC contributions paid into VicSuper.

- (c) Where an employee fails to elect a superannuation fund within 4 weeks of commencing employment the default fund will be the HESTA superannuation Fund.
- (d) Each employee shall be eligible to receive contributions from the date of commencing employment , notwithstanding the date the membership application prescribed in clause 53.2(b) was forwarded to the Fund.

53.3 Employer Contributions On Behalf Of Each Employee

- (a) The Employer shall contribute to the Fund such contributions as required to comply with the *Superannuation Guarantee (Administration) Act 1992* and *Superannuation Guarantee Charge Act 1992* as amended from time to time.
- (b) The amount of contributions to the Fund shall be calculated to the nearest ten cents, any fraction below five cents shall be disregarded.
- (c) Such contributions shall be made monthly by the last day of the month following, the total of the weekly contribution amounts accruing in the previous month in respect of each employee.
- (d) The Fund and the amount of contributions paid in accordance with this clause and clause 53.5 shall be included in pay advice notices provided by the Employer to each employee.
- (e) Contributions shall continue to be paid in accordance with this clause during any period in respect of which any employee is entitled to receive accident pay in accordance with clause 82 (Accident Pay).
- (f) The employer will also make a superannuation contribution for any period of paid parental leave under clause 67, Parental Leave.

53.4 Cessation Of Contributions

The Employer's obligation to make contributions on behalf of the employee ceases on the last day of employment of the employee with the Employer.

53.5 Employee Contributions

- (a) An employee may make after tax contributions to the Fund in addition to the contributions made by the Employer.
- (b) An employee who wishes to make additional after tax contributions must authorise the Employer in writing to pay into the Fund, from the employee's wages, amounts specified by the employee.
- (c) An Employer who receives written authorisation from an employee must commence making payments into the Fund on behalf of the employee within fourteen days of receiving the authorisation.
- (d) An employee may vary their additional after tax contributions by a written authorisation and the Employer must alter the additional contributions within fourteen days of receiving the authorisation. An employee may only vary their additional contributions once each month.
- (e) Additional employee contributions to the Fund requested under this clause shall be expressed in whole dollars.

PART 7: HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK AND WEEKEND WORK

54. Hours of Work

54.1 Ordinary Hours of Work (Full-time)

- (a) The ordinary hours of work shall be 38 hours per week or 76 hours a fortnight.
- (b) The ordinary hours shall be 152 hours per four week period, to be worked as 19 shifts each of eight hours duration or by mutual agreement, shifts of not more than ten hours each over four days per week may be worked, provided that the length of any ordinary shift shall not exceed ten hours.
- (c) The ordinary hours for a week's work for a Pharmacist, student Pharmacist or Pharmacist Intern shall be worked between Monday and Friday.
- (d) With the exception of time occupied in having meals, the work of each shift shall be continuous.

54.2 Arrangement of hours for seven day shift workers

Subject to the roster provisions 80 hours may be worked in any two consecutive weeks, provided that no more than 6 shifts can be rostered or worked consecutively in any one week without the employee being rostered off for a minimum of 24 hours.

54.3 Nine day fortnight

Notwithstanding anything else in this clause, with the agreement of the Employer, a full-time employee may work nine (9) days within a fortnight with a tenth day as a non-paid day and four rostered days off. Such employees will not access the ADO provisions outlined in clause 54.4 below and will work longer shifts to allow for the completion of 76 hours in a fortnight. Hours worked in addition to 76 hours per fortnight will be paid as overtime under clause 58.

54.4 Accrued Days Off (ADO)

- (a) An Accrued Day Off (ADO) is to accrue for each full-time employee in accordance with clause 54.4(b) below.
- (b) Payment for ordinary hours will be for 7 hours 36 minutes each day worked with 24 minutes each day of ordinary duty being accrued towards one paid day off per four week period.
- (c) Provided that where shifts are worked over four days in accordance with clause 54.1(b) above, local arrangements will be entered into regarding the accrual of ADOs, such that full-time employees accrue an ADO over a five week cycle.

54.5 ADOs and rosters

- (a) Subject to the provisions of clause 56 – Rosters, there shall be a four week (or five weeks in the case of ten hour shifts) roster drawn up showing the days on which the employee is to work their ordinary hours and the employee's accrued days off.
- (b) Each employee shall take their ADO in accordance with the roster.
- (c) An employee's ADO may be changed during the currency of the roster period by agreement between the Employer and employee. If an ADO is

deferred, it shall be taken within the next four week period, unless otherwise agreed. In the absence of agreement, where the day of an ADO is changed by the Employer, clause 56 – Rosters shall apply.

- (d) Where possible the ADO shall be taken in conjunction with the normal rostered day(s) off.
- (e) Any untaken ADOs shall remain to the credit of the employee and will be paid out on termination of employment.
- (f) Absences on paid leave shall count as time worked for the purposes of accrual of time towards ADOs.
- (g) Where an employee's ADO falls on a public holiday prescribed by this Agreement, the ADO shall be taken in lieu thereof at a time agreed between the Employer and employee. Such day shall be taken within the same four week cycle where practical.
- (h) An employee may elect, with the consent of the Employer, to take a part ADO.
- (i) An Employer shall record ADO arrangements in the Time and Wages Record pursuant to the Act.

54.6 Summer Time

Notwithstanding anything contained elsewhere in this Agreement where by reason of legislation summer time is prescribed as being in advance of the standard time, the length of any shift:

- (a) commencing before the time prescribed pursuant to the relevant legislation for the commencement of a summer time period; and
- (b) commencing on or before the time prescribed pursuant to such legislation for the termination of a summer time period:

shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof; the time of the clock in each case to be set to the time fixed pursuant to the legislation.
- (c) The expression standard time and summer time shall bear the same meaning as are prescribed by legislation, and legislation shall mean the *Summer Time Act 1972* (Vic), as amended or as substituted.

55. Shift Work

55.1 All Employees Except Pharmacists

- (a) In addition to any other rates prescribed elsewhere in this Agreement, an employee whose rostered hours or ordinary duty finish between 6.00 p.m. and 8.00 a.m. or commence between 6.00 p.m. and 6.30 a.m. shall be paid an amount equal to 2.5% of the weekly rate applicable to the "Scientist grade I, 1st year of experience after qualification" per rostered period of duty.
- (b) Provided that in the case of an employee working on any rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00 a.m. they shall be paid for any such period of duty an amount equal to 7.62%, of the rate applicable to the first year of experience Scientist Grade I, and provided further that in the case of an employee permanently working on any such rostered hours of ordinary duty they shall be paid for any such period of duty an amount equal to 8.43% of the rate applicable to first year of experience Scientist Grade I. Permanently

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

- (c) Provided further that in the case of an employee who changes from working on one shift to working on another shift the time of commencement of which differs by four hours or more from that of the first they shall be paid an amount equal to 4% of the rate applicable to that of a first year of experience Scientist Grade 1 on the occasion of each such change in addition to any amount payable under the preceding provisions of this clause.
- (d) Clause 55.1(c) above does not apply either where the employee requests a change to the roster which creates a change of shift as described in 55.1(c) or where the employee has 48 hours off duty between successive shifts.
- (e) The allowances payable pursuant to this clause shall be calculated to the nearest 5 cents, portions of a cent being disregarded.
- (f) Shift Work allowances are set out in SCHEDULE 2.

55.2 Saturday and Sunday Work. All Employees Except Pharmacists

- (a) Where Saturday or Sunday duties are required to be carried out in excess of the ordinary week's work, such duties shall be paid for at the rate of double time.
- (b) All rostered time of ordinary duty performed on a Saturday or on a Sunday shall be paid for at the rate of time and a half.
- (c) If the Saturday or Sunday duty involves duty in excess of the prescribed rostered hours, the excess period shall be paid for at the rate of double time for Saturday and Sunday.
- (d) The provisions of this subclause shall not apply to a Scientist - Director or Deputy Director.

55.3 Pharmacists

- (a) Where a Pharmacist employee is required to work on a Saturday or Sunday they shall be paid at the rate of double time. Provided that if the Employer so elects, but not otherwise, they may be paid at the rate of single time and also be granted equivalent hours off duty in one period.
- (b) In addition to any other rates prescribed in this Agreement, a Pharmacist whose rostered hours of ordinary duty finish between 6.00pm and 8.00am or commence between 6.00pm and 8.00am shall be paid an amount equal to 2.28% of the weekly rate applicable to the Pharmacist Grade 1, 1st year of experience after qualification.

56. Rosters

56.1 Rostering Principles (Shift Work)

- (a) Employers recognise that for most employees it can be difficult to balance personal responsibilities, particularly family responsibilities, and shift work. Employers will ensure that shift work rosters are as far as possible fair and equitable within the 24/7 service obligation to minimise any pressure an employee could experience in trying to manage their life and work responsibilities.
- (b) Safe rostering practices will better distribute work to reduce high workloads, fatigue and absenteeism, and to this end, Safe Work Australia's Guide for Managing the Risk of Fatigue at Work will be used by employers as a guide in developing rosters.

- (c) Rostering practices that minimise recall and overtime can significantly reduce operating costs by reducing overtime payments. Reduced recall and overtime will reduce fatigue and absenteeism.
- (d) In fixing rosters employers will take into account health and welfare of employees and any issues or concerns expressed by an employee in relation to these.
- (e) The provisions of clause 23 –Part Time Employment apply to part time employees.
- (f) The frequency of rostered weekends is a significant issue for many employees, and that high frequencies may be a burden for an employee with respect to their personal lives, and may also result in fatigue and stress.
- (g) The Parties to this Agreement recognise that ideal roasting practices would help to minimise the number of weekends an employee is rostered for duty, including rostered on call. Employers will use best endeavours to achieve this outcome.

56.2 Rostering Protocols

The following protocols will be applied in every roster:

- (a) The parties to this Agreement acknowledge it is preferable that staff working weekends are rostered to work one day of the weekend only and the rostering of two consecutive weekend days will not be used save for exceptional circumstances.
- (b) Where a roster at the time of the this Agreement being approved by the FWC has consecutive weekend days rostered more frequently than the subclause above but allows for an increased frequency of greater than 1 in 3 weekends free of duty, including on call, that roster can remain in place unless changed by consultation and in such cases the new roster will comply with this rostering protocol.
- (c) A minimum of once in each fortnight RDOs shall be rostered on consecutive days.
- (d) A roster will provide at least one weekend free of duty (including from rostered on-call) in every three week period. For this weekend (the weekend free of duty) the employee will not be rostered past 9 pm (9.30 pm for Goulburn Valley Health) on the Friday before the weekend.
- (e) Night shifts will be rostered to ensure that an employee works no more than 40 hours in a maximum 5 day period. Night shift will not be rostered in consecutive blocks except in the case of permanent night shift employees.
- (f) Shifts will not be rostered to commence before 6.00am on any day following a day of no duty (Leave, RDO, ADO etc.)
- (g) Two consecutive RDO/ADO days will be rostered immediately following any period of night duty.
- (h) In the case of employees who at the time of this Agreement being approved by the FWC are contracted to work an individual fixed roster pattern or employees who work a specific shift pattern requested by them and approved by the employer, these protocols will not apply.

56.3 Rosters

- (a) Provisions additional to those prescribed by this clause apply at Alfred Health and are contained in SCHEDULE 4.
- (b) A roster setting out employees' normal working hours, times of commencing duty, time off duty, times of ending duty and times "on call" shall be kept

posted or affixed in some conspicuous and readily accessible place. Except in the case of sickness or other emergency, the roster shall not be altered without at least seven days' notice being given to the employee affected by such alteration.

- (c) Where an Employer requires an employee (other than a Pharmacist) without seven days' notice and outside the circumstances prescribed in 56.3(b) above, to perform duty at other times than those previously rostered, the employee shall be paid in accordance with the hours worked, with the addition of a daily allowance equal to 2.5% of the weekly rate of pay for the classification Scientist grade I - 1st year of experience after qualification.
- (d) Where an Employer requires a Pharmacist employee without seven days' notice and outside the circumstances prescribed in 56.3(b) above, to perform duty at other times than those previously rostered, the employee shall be paid in accordance with the hours worked, with the addition of a daily allowance equal to 2-1/2% of the weekly rate of pay for the classification Pharmacist grade I - 1st year of experience after qualification.

56.4 Rest Breaks Between Rostered Shifts

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

57. Meal Intervals and Rest intervals

57.1 Meal Intervals - All employees

- (a) A meal interval of not less than 30 minutes and not more than 60 minutes shall be allowed each employee during each shift provided that the meal interval for pharmacists shall be not less than 45 minutes and not more than 60 minutes. Such meal interval shall not be counted as time worked.
- (b) All employees are entitled to meal breaks as provided by this clause and are entitled to be relieved from duty to enable them to take such breaks.
- (c) For the purposes of this clause the term "duty" shall include the requirement to remain contactable by telephone, pager or mobile phone. 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%.
- (d) Each employee on night duty who is not relieved from duty (and "on call" during the rostered meal interval) shall be granted a paid meal interval of not less than 20 minutes to be commenced after completing three hours and not more than five hours of duty. Such time shall be counted as time worked.
- (e) Other than in exceptional circumstances, the employer shall not require an employee to attend staff meetings or mandatory training (including professional development training) or undertake other work requirements during the meals breaks specified in clause 57.1(a).
- (f) Where due to exceptional circumstances an employer requires an employee to attend a meeting or training, or undertake work requirements during a meal break the employee shall be afforded another meal break of equal duration immediately before or after the meeting, or be paid their meal break i.e receive the additional payment for not being relieved of duty provided for in clause 57.1(c).

57.2 Rest Periods

At a time suitable to the Employer, two rest periods - each of ten minutes duration - shall be given to each employee during each eight hour period of duty and shall be counted as time worked.

58. Overtime

58.1 Provisions additional to those prescribed by this clause apply at the following Health Services and are contained in SCHEDULE 4 and SCHEDULE 10:

- (a) Alfred Health;
- (b) St. Vincent's Health

58.2 All Employees

- (a) An Employer may require an employee to work reasonable overtime at overtime rates. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the Employer of the overtime and by the employee of their intention to refuse it; and
 - (v) any other relevant matter.
- (b) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive shifts.
- (c) An employee who works so much overtime between the termination of their previous rostered ordinary hours of duty and the commencement of their next succeeding period of duty such that he/she would not have had at least ten consecutive hours off duty between those times, shall, subject to this clause be released after completion of such overtime/recall worked until he/she has had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- (d) If on the instructions of their Employer such an employee resumes or continues work without having had such ten consecutive hours off duty they shall be paid at the rate of double time until they is released from duty for such rest period and they shall then be entitled to be absent until they has had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- (e) Subject to clause 58.4, 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.
- (f) Only authorised overtime shall be paid for and the following rates of overtime shall apply:
 - (i) in excess of the ordinary hours' work on any one day - time and a half for the first two hours and double time thereafter.
 - (ii) outside a spread of twelve hours from the commencement of the rostered period of duty - double time.

- (iii) except as provided for in clause 58.4 overtime shall be paid for and an employee shall not be allowed to take time off in lieu thereof.

- (g) If due to organisational or institutional circumstances, difficulties arise from the requirement in clause 58.2(f) 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 FWC for resolution in accordance with the Disputes Settling Procedures Clause of this Agreement.

58.3 Protocol for payment of unauthorised overtime

Overtime worked that could not be authorised in advance will be paid if it meets the following criteria:

- (a) the employee has performed overtime due to a demonstrable urgent need and that need could not have been met by some other means;
- (b) authorisation of the overtime could not reasonably have been given in advance of the employee performing the overtime work;
- (c) the employee has claimed for retrospective authorisation of overtime as soon as possible after the overtime was worked and on no occasion later than the completion of that pay fortnight;
- (d) the employee has recorded a reason for working the overtime and the duties performed in the form of an email or note to their manager/supervisor;
- (e) a claim for overtime made in accordance with this clause will be reviewed by the employee's manager/supervisor who is authorised to approve overtime claims within 14 days of a claim being submitted;
- (f) if a claim made under this clause is rejected the relevant manager/supervisor will advise the employee in writing in the 14 day time period referred to in 58.3(e), above.

58.4 Time Off In Lieu of Payment of Overtime (TOIL)

- (a) By mutual agreement an employee may elect to take time off at the appropriate penalty rate in lieu of payment at a time mutually agreed between the Employer and the employee, in which case the time off shall be granted within 28 days of working the overtime, or by mutual agreement, an employee may elect in lieu of payment of overtime to take time off equivalent to the time worked at ordinary time in conjunction with their annual leave. If the employee's employment ends, any outstanding hours will be paid at the appropriate penalty rate.
- (b) The Employer cannot direct an employee to take time in lieu and if circumstances arise so that the employee cannot take the mutually agreed time in lieu within the 28 day period then payment of the overtime will be made in the next pay period.
- (c) Leave loading does not apply to this arrangement.
- (d) The provisions of this clause shall not apply to a Scientist - Director or Deputy Director.

58.5 Pharmacists

Where a Pharmacist, student Pharmacist or trainee Pharmacist is required to work on a Saturday or Sunday they shall be paid at the rate of double time. Provided that if the Employer so elects, but not otherwise, they may be paid at the rate of single time and also be granted the equivalent hours off duty in one period.

59. On-Call/Re-Call

59.1 On Call Allowance

(a) Pharmacists

- (i) An on call allowance of 2.5% of the weekly base rate of pay for a Pharmacist grade I, 2nd year of experience shall be paid to an employee in respect to any 12-hour period or part thereof during which the employee is on call during the period commencing from the time of finishing ordinary duty on Monday and the termination of ordinary duty on Friday.
- (ii) The allowance shall be 5% in respect to any other 12-hour period or part thereof or on any public holiday or part thereof.

(b) Medical Physicists

- (i) An "on call" allowance of 2.5% of the weekly base rate of pay for Medical Physicist trainee Grade 1 Year 1 shall be paid to an employee in respect to any 12-hour period or part thereof during which the employee is on call during the period commencing from the time of finishing ordinary duty on Monday and the termination of ordinary duty on Friday.
- (ii) The allowance shall be 5% in respect to any other 12-hour period or part thereof or any public holiday or part thereof.

(c) Psychologists

For psychologists the on-call allowance shall be as provided for by clause 59.1(d) except that the base rate of pay shall be the weekly rate of pay for their classification.

(d) All Other Employees

- (i) An "on call" allowance of 2.5% of the weekly base rate of pay for Scientist grade I, 2nd year shall be paid to an employee in respect to any 12-hour period or part thereof during which the employee is on call during the period commencing from the time of finishing ordinary duty on Monday and the termination of ordinary duty on Friday.
- (ii) The allowance shall be 5% in respect to any other 12-hour period or part thereof or any public holiday or part thereof.
- (iii) A Scientist Director or Deputy Director required to be on call outside ordinary hours shall be paid an allowance equal to 10% of their weekly wages for each week during which they are so required. Provided however, that a Scientist Director or Deputy Director not already on call but who substitutes himself or herself on the normal on-call roster of the laboratory concerned shall be paid in accordance with the provisions of 59.1(d)(i) and 59.1(d)(ii).

59.2 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 the termination of their previous rostered ordinary hours of duty and the commencement of their next succeeding period of duty such that they 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 they have had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- (c) If on the instructions of their Employer such an employee resumes or continues work without having had such ten consecutive hours off duty they shall be paid at the rate of double time until they are released from duty for such rest period and they shall then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence. No employee shall present for duty on a voluntary basis unless they have 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 clause 59.2(a) 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 their 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.

59.3 Recall without returning to the workplace

- (a) Where recall to duty can be managed without the employee returning to the workplace, for example by telephone, clause 59.2 will not apply and an employee is recalled to duty by telephone, such an employee shall be paid a minimum of one hour's overtime for such recall work.
- (b) For subsequent 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 an 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 employee is required, the recall allowance shall be paid.

59.4 Remote On-Call

Health services may negotiate local arrangements for remote on-call for Medical Scientists and Medical Physicists. In the event of a Medical Scientist or Medical Physicist being recalled to duty by telephone during an off-duty period and such an employee discharges their duties without returning to the workplace, the provisions of clauses 59.1(b) 59.1(d), 59.2 and 59.3 shall apply.

59.5 Crisis Assessment Treatment Team (CATT) On-Call Allowances And Arrangements – Psychiatric Services (CATT only)

- (a) An on-call allowance at the rate prescribe by SCHEDULE 2 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 ten hours between the end of the recall and the next shift. Where the ten 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.
- (h) Providing a Grade 1, Provisionally Registered Psychologist will not be rostered on call to provide crisis response without being able to access advice from a psychiatrist or other senior clinicians when recalled to duty.

59.6 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 and remote on-call):
 - (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 clauses 59.6(b)(i) and 59.6(b)(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.

PART 8: LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

60. Annual Leave

Provisions additional to those prescribed by this clause apply at the following Health Services and are attached as schedules to this Agreement as detailed below.

Schedule	Health Service
SCHEDULE 4	Alfred Health
SCHEDULE 8	Royal Women's Hospital
SCHEDULE 9	Royal Children's Hospital

60.1 Period of Leave

- (a) For each completed year of service with the Employer an employee is entitled to 190 hours of paid annual leave plus the amount specified in clause 60.8.
- (b) An employee's entitlement to paid annual leave accrues progressively during each year of service according to the employee's ordinary hours of work and accumulates from year to year.
- (c) For the purposes of this clause, "ordinary pay" means remuneration for the employee's usual weekly number of hours of work calculated at the ordinary time rate of pay, including higher qualifications allowances, and over Agreement payments, if any.

60.2 Annual Leave Exclusive Of Public Holidays

The annual leave prescribed in clause 60.1 shall be exclusive of any of the holidays prescribed by clause 76 - Public holidays, and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

60.3 Leave To Be Taken

- (a) The annual leave provided for by this clause shall be allowed and shall be taken and, except as provided by clauses 60.6 and 60.12, payment shall not be made or accepted in lieu of annual leave.
- (b) Annual leave shall be given at a time determined by mutual agreement between the Employer and the employee within a period not exceeding six months from the date when the right to annual leave accrued and after not less than two weeks' notice to the employee. Provided that in order to assist employees in balancing their work and family responsibilities, an employee may elect, with the consent of the Employer, to accrue and carry forward any amount of annual leave for a maximum of two years from the date of entitlement

60.4 Leave Allowed Before Due Date

An Employer may allow annual leave to an employee before the right thereto has accrued. Where leave has been granted to an employee pursuant to this clause before the right thereto has accrued and the employee subsequently leaves the service of the Employer before accruing annual leave equivalent to the leave allowed in advance, the Employer is entitled to deduct from the employee any amounts owing from any remuneration payable to the employee on termination of the employment.

60.5 Payment For Period Of Annual Leave

Each employee before going on leave shall be paid either in advance for the period of such leave provided the period is not less than one week or as per the normal pay cycle.

60.6 Proportionate Leave On Termination Of Employment

- (a) Where the employment of any employee is terminated at the end of the period of employment of less than twelve months, the Employer shall forthwith pay to the employee, in addition to all other amounts due to them, an amount equal to 1/12th of their ordinary pay for that period.
- (b) Where the employment of an employee is terminated, and the employee has a period of unpaid annual leave to their credit, the Employer must pay the employee the amount that would have been paid to the employee had the employee taken that period of leave from the date of termination

60.7 Weekend Shift Worker Additional Leave

- (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) A 'shiftworker', as defined for the purposes of the NES, will receive additional annual leave if applicable under the NES, if that leave entitlement is more generous than the entitlement under 60.7(a). Such additional leave will be in substitution for, and not in addition to, leave under 60.7(a).
- (d) In relation to the administration of an employee's additional annual leave:
 - (i) Where extended leave is taken (eg parental, personal, long service leave etc) an employee may elect to utilise any available annual leave credits, or retain such credits until their return to duty;
 - (ii) Where an employee with additional leave credits under this subclause 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 additional leave credits under this subclause resigns or their employment is otherwise terminated, their credits will be paid out as part of their normal annual leave payments; and
 - (iv) 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, clause 60.3(b) shall apply.

60.8 Annual Leave loading

- (a) For all periods of annual leave employees shall in addition receive the higher of either:

- (i) a loading of 17.5% calculated on the employee's ordinary pay, provided that the maximum annual allowance 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 their 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 workers 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 Employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

60.9 Termination

The loading calculated according to 60.8 shall be payable on proportionate leave calculated according to 60.6.

60.10 Personal and Compassionate Leave Entitlement During Annual Leave

- (a) Where an employee qualifies for Personal or Compassionate Leave under the terms of clauses 62 or 63 of this Agreement whilst on Annual Leave and, if requested by the Employer, provides a certificate of a registered health practitioner or other evidence acceptable to the Employer, then the number of days specified in the certificate shall be deducted from any Personal or Compassionate Leave entitlement standing to the employee's credit, and shall be re-credited to their Annual Leave entitlement.
- (b) The amount of Annual Leave loading received for any period of Annual Leave converted to Personal Leave in accordance with clause 60.10(a) shall be deducted from any future entitlement to Annual Leave loading, or if the employee resigns, from termination pay.

60.11 Single Day Annual Leave

Annual Leave may be taken in single day periods not exceeding ten such days in any calendar year at a time or times agreed between the Employer and the employee.

60.12 Cashing Out of Annual Leave

- (a) Where an employee has accrued annual leave in excess of eight (8) weeks, then by mutual written agreement the Employer may pay the annual leave (and annual leave loading as applicable) in excess of eight weeks to the employee as a one-off cash payment, at the rate that would have been paid had the leave been taken. Superannuation contributions will be paid by the Employer in respect of the period of annual leave to be paid out.
- (b) Payments made in accordance with the above extinguish an employee's right to access leave or receive further payment for the period of leave paid out.

61. Purchased Leave

- 61.1 Employees may apply for and be granted Purchased Leave employment arrangements subject to agreement with the Employer, such agreement not being unreasonably withheld.

- 61.2 These arrangements are defined as meaning a situation where an employee takes up to an additional 4 weeks' leave per annum in addition to all other leave entitlements but is paid either 48/52, 49/52, 50/52 or 51/52 of the weekly base rate prescribed by this Agreement for each week during which their employment is subject to these arrangements.
- 61.3 Other entitlements will be unaffected by these arrangements.
- 61.4 Where an employee applies for leave pursuant to this clause the Employer shall respond to such request within four weeks.

62. Personal Leave

- 62.1 Provisions additional to those prescribed by this clause apply at the following Health Services and are contained in the following schedules:

SCHEDULE 4	Alfred Health
SCHEDULE 8	Royal Women's Hospital
SCHEDULE 9	Royal Children's Hospital
SCHEDULE 10	St. Vincent's Health

The provisions of this clause apply to full-time and part-time employees.

62.2 Definitions

- (a) The term **immediate family** includes:
- (i) spouse (including a former spouse, a de facto partner and a former de facto partner) of the employee. A de facto partner means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
 - (ii) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
- (b) The **hourly rate for Personal Leave purposes** shall include Higher Qualification Allowances and over-Agreement payments – where a component of ordinary pay – where applicable.

62.3 Amount Of Paid Personal Leave

- (a) Paid personal leave is available to an employee, when they are absent:
- (i) due to personal illness or injury; or
 - (ii) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.
- (b) The amount of personal leave to which a full-time employee is entitled depends on how long they have worked for the Employer and accrues as follows:
- (i) 121 hours and 36 minutes will be available in the first year of service;
 - (ii) 136 hours and 48 minutes will be available per annum in the second, third and fourth years of service; or
 - (iii) 190 hours will be available in the fifth and following years of service.

- (c) Where an employee transfers to another hospital or health service covered by this Agreement, accumulated personal leave to their credit up to a maximum of 2128 working hours shall be credited to them in their new employment as accumulated personal leave. The hospital or health service may require an employee to produce a written statement from their previous Employer specifying the amount of accumulated personal leave standing to their credit at the time of leaving that previous employment.
- (d) An employee may be absent through sickness for one day without furnishing evidence of such sickness on not more than three occasions in any one year of service.
- (e) If the period during which an employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday, but will be entitled to the ordinary time public holiday payment as per the provisions of this Agreement.

62.4 Pharmacists Only

- (a) Notwithstanding any other provision in this clause, a pharmacist who contracts an infectious disease in the course of their duties, and the same having been certified to by a medical practitioner approved by the institution shall receive full pay during the necessary period off duty up to but not exceeding a period of three months.
- (b) Where a pharmacist transfers to another hospital or health service covered by the Agreement accumulated personal leave to their credit shall be credited to them by their new Employer in accordance with a certificate issued by the previous Employer.

62.5 Personal Leave For Personal Injury Or Sickness

- (a) An employee is entitled to use the full amount of their Personal Leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.
- (b) If the full period of personal leave is not taken in any year, such portion as is not taken shall be cumulative from year to year.

62.6 Personal Leave To Care For An Immediate Family Or Household Member

An employee is entitled to use the full amount of their Personal Leave entitlement, including accrued leave, each year to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency, subject to the conditions set out in this clause.

62.7 Evidence Supporting Claim

- (a) The employee must, if required by the Employer, establish by production of a certificate by a registered health practitioner or by statutory declaration, the illness or injury of the person concerned.
- (b) The employee must where practicable, give the Employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the Employer by telephone of such absence at the first opportunity on the day of the absence.
- (c) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the

employee must, if required by the Employer, establish by production of documentation acceptable to the Employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

62.8 Unpaid Personal Leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The Employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) per occasion, provided the requirements of 62.7 are met.

63. Compassionate Leave

63.1 Paid Leave Entitlement

- (a) A full-time or part-time employee is entitled to two days paid Compassionate Leave per occasion:
 - (i) to spend time with a member of the employee's immediate family or household who has contracted or developed a personal illness, or sustained personal injury, which poses a serious threat to their life, or;
 - (ii) after the death of a member of the employee's immediately family or household.
- (b) An employee may take up to an additional two days paid compassionate leave per annum in addition to the above entitlement.
- (c) An employee is entitled to use accumulated personal leave as paid Compassionate Leave up to an additional two days annually (pro-rata for part-time employees) when a member of the employee's immediate family or household in Australia dies/is seriously ill

63.2 Unpaid Compassionate leave

- (a) Where an employee has exhausted all entitlements under clause 63.1, an employee may take up to 4 days unpaid Compassionate Leave. Additional unpaid leave may then be taken by agreement with the Employer.
- (b) A casual employee may take 2 days unpaid Compassionate Leave per occasion:
 - (i) to spend time with a member of the employee's immediate family or household who has contracted or developed a personal illness, or sustained personal injury, which poses a serious threat to their life; or
 - (ii) after the death of a member of the employee's immediately family or household.
- (c) Nothing under this clause limits an employee's ability to take personal leave pursuant to clause 62.

64. Jury Service

- 64.1** An employee required to attend for Jury Service during their ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of their attendance for such Jury Service and the amount of wage pursuant to SCHEDULE 2, they would have received in respect of ordinary time they would have worked had they not been on Jury Service.

- 64.2 An employee shall notify their Employer as soon as possible of the date upon which they are required to attend for Jury Service. Further, the employee shall give their Employer proof of their attendance, the duration of such attendance and the amount received in respect of such Jury Service.

65. Long Service Leave

- 65.1 Provisions additional to those prescribed by this clause apply at the following Health Services and are contained in the schedules attached to this Agreement.

Schedule	Health Service
SCHEDULE 4	Alfred Health
SCHEDULE 8	Royal Women's Hospital
SCHEDULE 9	Royal Children's Hospital
SCHEDULE 10	St. Vincent's Health

- 65.2 The provisions of clause 65 apply to full-time employees, part-time employees and any casual employee who has been employed by the Employer on a regular and systematic basis for a sequence of periods of employment throughout the period of entitlement referred to in paragraph 65.3(b).

65.3 Entitlement

- (a) An employee shall be entitled to Long Service Leave with pay, in respect of continuous service with one and the same Employer, or service with Institutions or Statutory Bodies (as defined in clause 65.9), or with the Australian Red Cross Blood Service in Victoria, in accordance with the provisions of this clause.
- (b) Subject to 65.3(b)(iii) the amount of such entitlement shall be:
- (i) on the completion by the employee of fifteen years' continuous service – 26 weeks Long Service Leave and thereafter an additional 8 weeks Long Service Leave on the completion of each additional five years' service;
 - (ii) in addition, in the case of an employee who has completed more than fifteen years' service and whose employment is terminated otherwise than by the death of the employee, an amount of Long Service Leave equal to 1/30th of the period of their service since the last accrual of entitlement to Long Service Leave under 65.3(b)(i);
 - (iii) in the case of an employee who has completed at least ten years' service, but less than fifteen years' service and whose employment is terminated for any cause other than serious and wilful misconduct, such amount of Long Service Leave as equals 1/30th of the period of service;
 - (iv) 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.

65.4 Service Entitling To Leave

- (a) Subject to this clause the service of an employee of an Institution or Statutory Body shall include service for which Long Service Leave, or

payment in lieu, has not been received in one or more Institutions including Statutory Bodies directly associated with such Institutions or Institution for the periods required by 65.3(b)(i).

- (b) Subject to this clause service shall also include all periods during which an employee was serving in the Australian Defence Forces or was made available by the Employer for National Duty.
- (c) When calculating the aggregate of service entitling to leave any period of employment with any one of the said Institutions or Statutory Bodies of less than six months duration shall be disregarded.
- (d) For the purposes of this clause service shall be deemed to be continuous notwithstanding:
 - (i) the taking of any annual leave or Long Service Leave;
 - (ii) any absence from work of not more than fourteen days in any year on account of injury or illness or if applicable such longer period as provided in clause 62 - Personal Leave;
 - (iii) any interruption or ending of the employment by the Employer if such interruption or ending is made with the intention of avoiding obligations in respect of Long Service Leave or annual leave;
 - (iv) any absence on account of injury arising out of or in the course of the employment of the employee for a period during which payment is made under clause 82 - Accident pay;
 - (v) any leave of absence of the employee where the absence is authorised in advance in writing by the Employer to be counted as service;
 - (vi) any interruption arising directly or indirectly from an industrial dispute;
 - (vii) any period of absence from employment between the engagement with one of the said Institutions or Statutory Bodies and another provided it is less than the employee's allowable period of absence from employment. An employee's allowable period of absence from employment shall be thirteen weeks inclusive of annual leave in addition to the total period of paid personal leave which the employee actually receives on termination or for which they are paid in lieu;
 - (viii) the dismissal of an employee if the employee is re-employed within a period not exceeding two months from the date of such dismissal;
 - (ix) any absence from work of a female employee for a period not exceeding twelve months in respect of any pregnancy;
 - (x) any other absence of an employee by leave of the Employer, or on account of injury arising out of or in the course of their employment not covered by 65.4(d)(i).
- (e) In calculating the period of continuous service of any employee, any interruption or absence of a kind mentioned in 65.4(d)(i) to 65.4(d)(v) shall be counted as part of the period of their service, but any interruption or absence of a kind mentioned in 65.4(d)(vi) to 65.4(d)(x) shall not be counted as part of the period of service unless it is so authorised in writing by the Employer.

- (f) Every Employer shall keep or cause to be kept a Long Service Leave record for each employee, containing particulars of service, leave taken and payments made.

65.5 Retention and/or Transition to Retirement

- (a) An Employee may advise their Employer in writing of their intention to retire within the next five years and participate in a retirement transition arrangement.
- (b) Transition to retirement arrangements may be proposed and, where agreed, implemented as:
 - (i) a flexible working arrangement (see clause 26 Requests for Flexible Working Arrangements)),
 - (ii) in writing between the parties, or
 - (iii) any combination of the above.
- (c) A transition to retirement arrangement may include but is not limited to:
 - (i) a reduction in their EFT;
 - (ii) a job share arrangement;
 - (iii) working in a position at a lower classification or rate of pay
- (d) The Employer will consider, and not unreasonably refuse, a request by an Employee who wishes to transition to retirement:
 - (i) to use accrued Long Service Leave (LSL) or Annual Leave for the purpose of reducing the number of days worked per week while retaining their previous employment status; or
 - (ii) be appointed to a role which that has a lower hourly rate of pay or hours (post transition role), in which case:
 - (iii) the Employer will preserve the accrual of LSL at the time of reduction in salary or hours; and
 - (iv) where LSL is taken or paid out in lieu on termination, the Employee will be paid LSL hours at the applicable classification and grade, and at the preserved hours, prior to the post transition role until the preserved LSL hours are exhausted.
- (e) Where an employee has voluntarily reduced their hours of work in transition to retirement, or where the Employer negotiates a reduction of hours with the employee, the Employer and employee may agree that the quantum of Long Service Leave which has accrued as at the date of the change in hours (the transition date) shall, when taken, be paid at the employee's previous contracted hours of work.
- (f) This includes payment of accrued long service leave on termination of employment.
- (g) Any long service leave entitlement accrued after the transition date shall be paid in accordance with the reduction of hours referred to above.
- (h) Any such agreement shall be established in writing and provided to the employee by the Employer.

65.6 Payment In Lieu Of Long Service Leave On The Death Of An Employee

Where an employee who has completed at least ten years' service dies while still in the employ of the Employer, the Employer shall pay to such employee's personal representative a sum equal to the pay of such employee for 1/30th of the period of the

employee's continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the employee.

65.7 Payment For Period Of Leave

- (a) Payment to an employee in respect of Long Service Leave shall be made in one of the following ways:
 - (i) in full in advance when the employee commences their leave; or
 - (ii) at the same time as payment would have been made if the employee had remained on duty; in which case payment shall, if the employee in writing so requires, be made by cheque posted to a specified address; or
 - (iii) in any other way agreed between the Employer and the employee.
- (b) Where the employment of an employee is for any reason terminated before they take any Long Service Leave to which they are entitled or where any Long Service Leave accrues to an employee pursuant to clause 65.3(b) the employee shall subject to the provisions of 65.3(b)(iii) be entitled to pay in respect of such leave as at the date of termination of employment.
- (c) Where any Long Service Leave accrues to an employee pursuant to 65.3(b)(iii), the employee shall be entitled to pay in respect of such leave as at the date of termination of employment.
- (d) Provided in the case of an employee of an Institution or Statutory Body who accrues entitlement pursuant to 65.3(b)(iii) and who intends to be re-employed by another Institution or Statutory Body:
 - (i) such an employee may in writing request payment in respect of such leave to be deferred until after the expiry of the employee's allowable period of absence from employment provided in 65.4(d)(vii);
 - (ii) except where the employee gives the Employer notice in writing that the employee has been employed by another Institution or Statutory Body the Employer shall make payment in respect of such leave at the expiry of the employee's allowable period of absence from employment; and
 - (iii) where the employee gives the Employer notice in writing that the employee has been employed by another Institution or Statutory Body the Employer is no longer required to make payment to the employee in respect of such leave.
- (e) Where an increase occurs in the ordinary time rate of pay during any period of Long Service Leave taken by the employee, the employee shall be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

65.8 Taking Of Leave

- (a) When an employee becomes entitled to Long Service Leave such leave shall be granted by the Employer within six months from the date of the entitlement, but the taking of such leave may be postponed to such date as is mutually agreed, or in default of agreement as is determined by FWC: provided that no such determination shall require such leave to commence before the expiry of six months from the date of such determination.
- (b) Any Long Service Leave shall be inclusive of any public holiday occurring during the period when the leave is taken.

- (c) If the Employer and an employee so agree:
 - (i) the first six months Long Service Leave to which an employee becomes entitled under this determination may be taken in two or three separate periods; and
 - (ii) any subsequent period of Long Service Leave to which the employee becomes entitled may be taken in two separate periods, but save as aforesaid long service shall be taken in one period; or
 - (iii) at the request of the employee and with the agreement of the Employer, long service leave may be taken in weekly periods with a minimum of one week on each occasion.
 - (iv) An Employer may by agreement with an employee grant Long Service Leave to the employee before the entitlement to that leave has accrued, provided that such leave shall not be granted before the employee has completed ten years' service.
- (d) Where the employment of an employee who has taken Long Service Leave in advance is subsequently terminated for serious and wilful misconduct before entitlement to Long Service Leave has accrued, the Employer may, from whatever remuneration is payable to the worker upon termination, deduct and withhold an amount equivalent to the amount paid to the employee in respect of the leave in advance.

65.9 Definitions

For the purpose of this clause the following definitions apply.

- (a) **Pay** means remuneration for an employee's normal weekly hours of work, inclusive of ordinary hours casual loadings, Higher Qualification Allowances, Radiation Safety Officer Allowance and over-Agreement payments - where a component of ordinary pay - where applicable, calculated at the employee's ordinary time rate of pay provided for in clauses 39 to 47, at the time the leave is taken or if they die before the completion of leave so taken, as at the time of their death; and shall include the amount of any increase to the employee's ordinary time rate of pay which occurred during the period of leave as from the date such increase operates.
- (b) **Month** shall mean a calendar month.
- (c) **Institution** shall mean any hospital or benevolent home, community health centre, Society or Association registered and subsidised pursuant to the Health Services Act or the Bush Nursing Association (Inc.). For the avoidance of doubt, Institution includes publically funded Community Health Services in Victoria, not covered by this Agreement.
- (d) **Statutory body** means the former Hospital and Charities Commission (Vic) and its successors, The Department of Human Services and its successors and/or the Nurses Board of Victoria and successors thereto.

66. Pre-Natal 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 Personal Leave credit for such purpose.

67. Parental Leave

67.1 Application of this clause

- (a) Subject to the terms of this clause employees are entitled to paid and unpaid parental leave and to work part-time in connection with the birth or adoption of a child.
- (b) The provisions of this clause apply to full-time, part-time and eligible Casual employees but do not apply to other casual employees.
- (c) An eligible Casual employee means a Casual employee employed pursuant to clause 24 and who is:
 - (i) employed by an Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and
 - (ii) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment on a regular and systematic basis.
- (d) An Employer must not fail to re-engage a Casual employee because:
 - (i) the employee or employee's spouse is pregnant; or
 - (ii) the employee is or has been immediately absent on Parental Leave.
- (e) The rights of an Employer in relation to engagement and re-engagement of Casual employees are not affected, other than in accordance with this clause.

67.2 Definitions

- (a) For the purpose of this clause **child** means a child of the employee under school age except for adoption of an eligible child where 'eligible child' means a person under the age of 5 years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- (b) For the purposes of this clause, **continuous service** is work for an Employer on a regular and systematic basis (including any period of authorised leave or absence).
- (c) For the purposes of this clause, **spouse** includes a de facto partner, former spouse or former de facto partner. The employee's "de facto partner" means a person who lives with the employee as husband, wife or same sex partner on a bona fide domestic basis, although not legally married to the employee.

67.3 Basic Entitlement

- (a) Employees who have, or will have, completed at least twelve months continuous service at the time provided for in section 67(3) of the Act, are entitled to a combined total of 52 weeks paid and unpaid Parental Leave on a shared basis in relation to the birth or adoption of their child. An employee who does not satisfy the qualifying service requirement for the paid components of leave shall be entitled to leave without pay for a period not exceeding 52 weeks.
- (b) Leave available is summarised in the following table:

Type of leave	Paid leave	Total combined paid and unpaid leave
Maternity leave	10 weeks	52 weeks
Paternity/partner	1 week	52 weeks

Type of leave	Paid leave	Total combined paid and unpaid leave
Adoption leave – primary care giver	10 weeks	52 weeks
Adoption leave – secondary care giver	1 week	3 weeks

- (c) For the purposes of this clause pay shall be defined in the same terms as for Long Service Leave as prescribed by clause 65.9(a) of this Agreement. Payment shall be made at the commencement of leave or, if requested by the employee, by fortnightly salary payments.
- (d) An employee may elect to take double the paid component of leave at half the rate or half the paid component of leave at double the rate.
- (e) Previous "Service" (as defined in clause 11(x)) 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) Employees who already receive maternity/Parental Leave payments in excess of those above shall not suffer any disadvantage.
- (g) Subject to 67.8(a) hereof, Parental Leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take up to 3 weeks leave:
- (h) in the case of one week's paid paternity/partner leave an employee shall be entitled to a total of 5 days (which need not be taken consecutively) in connection with the birth of a child for whom they have accepted responsibility which may be commenced 1 week prior to the expected date of birth, and in the case of short adoption leave for the secondary care giver, one week's paid leave and up to 3 weeks' unpaid leave which may be commenced at the time of placement.
- (i) Subject to the provisions of subclause 67.8(a), the maximum period of simultaneous leave shall be three weeks.

67.4 **Maternity Leave**

- (a) An employee must provide notice to the Employer in advance of the expected date of commencement of Parental Leave. The notice requirements are:
 - (i) of the expected date of the birth (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks;
 - (ii) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.
- (b) When the employee gives notice under 67.4(a) hereof the employee must also provide a statutory declaration stating particulars of any period of paternity/partner leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- (c) An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by the birth occurring earlier than the presumed date.

- (d) A female employee shall be entitled to work until their estimated date of birth except where this would present a risk to the employee or the unborn child.
- (e) Subject to 67.3 hereof and unless agreed otherwise between the Employer and employee, an employee may commence Parental Leave at any time within six weeks immediately prior to the expected date of birth.
- (f) Where an employee continues to work within the six week period immediately prior to the expected date of birth of the child or is on paid leave under 67.13, an Employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- (g) 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 sub-clause 67.13 herein.

67.5 Special Maternity Leave and Personal Leave

- (a) Where the pregnancy of an employee not then on maternity leave ends other than by the birth of a living child, the employee may take leave for such periods (certified period) as a registered medical practitioner certifies as necessary (special maternity leave), as follows:
 - (i) Where the pregnancy ends within 20 weeks of the expected date of birth of the child otherwise than by the birth of a living child, the employee is entitled to access any paid and/or unpaid personal leave entitlements in accordance with the relevant personal leave provisions; or
 - (ii) Where the pregnancy terminates after the completion of 20 weeks, the employee is entitled during the certified period/s to paid special maternity leave not exceeding the amount of paid maternity leave available under 67.3, and thereafter, to unpaid special maternity leave.
- (b) A female employee is entitled to a period of unpaid special maternity leave if she is not fit for work during that period because she has a pregnancy related illness.
- (c) An employee must give notice of taking unpaid special maternity leave as soon as practicable (which may be a time after the leave has started) and advise her Employer of the period or expected period of the leave.
- (d) An employee who has given her Employer notice under clause 67.5(c) must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for a reason specified in clause 67.5(a). An Employer may require the evidence to be a medical certificate.
- (e) Where special maternity leave is granted under this subclause, during the period of leave an employee may return to work at any time, as agreed between the Employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.
- (f) Nothing in this subclause is intended to derogate from the entitlement to unpaid special maternity leave in the NES.

67.6 Paternity/Partner Leave

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

- (a) a certificate from a registered medical practitioner which names their spouse, states that she is pregnant and the expected dated of birth, or states the date on which the birth took place; and
- (b) written notification of the dates on which they propose to start and finish the period of paternity leave; and
- (c) a statutory declaration stating:
 - (i) except in relation to leave taken simultaneously with the child's mother under clause 67.3(g) or clause 67.8(a), that they will take the period of paternity/partner leave to become the primary care-giver of a child;
 - (ii) particulars of any period of maternity leave sought or taken by their spouse; and
 - (iii) that for the period of paternity/partner leave they will not engage in any conduct inconsistent with their contract of employment.
- (d) The employee will not be in breach of this clause 67.6 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

67.7 Adoption Leave

- (a) The employee shall be required to provide the Employer with written notice of their intention to apply for adoption leave as soon as is reasonably practicable after receiving a placement approval notice from an adoption agency or other appropriate body.
- (b) The employee must give written notice of the day when the placement with the employee is expected to start as soon as possible after receiving a placement notice indicating the expected placement day.
- (c) The employee must give the following written notice of the first and last days of any period of adoption leave they intend to apply for because of the placement:
 - (i) Where a placement notice is received within the period of 8 weeks after receiving the placement approval notice – before the end of that 8 week period; or
 - (ii) Where a placement notice is received after the end of the period of 8 weeks after receiving the placement approval notice – as soon as reasonably practicable after receiving the placement notice.
- (d) As a general rule, the employee must make application for leave to the Employer at least ten weeks in advance of the date of commencement of long adoption leave and the period of leave to be taken, or 14 days in advance for short adoption leave. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- (e) Before commencing adoption leave, an employee will provide the Employer with a statement from an adoption agency of the day when the placement is expected to start and a statutory declaration stating:
 - (i) that the child is an eligible child, whether the employee is taking short or long adoption leave or both and the particulars of any other authorised leave to be taken because of the placement;

- (ii) except in relation to leave taken simultaneously with the child's other adoptive parent under clause 67.3(g) or clause 67.8(a), that the employee is seeking adoption leave to become the primary care-giver of the child;
 - (iii) particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - (iv) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- (f) An employee must provide the Employer with confirmation from the adoption agency of the start of the placement.
- (g) Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the Employer immediately and the Employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- (h) An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- (i) An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the Employer may require the employee to take such leave instead.

67.8 Right To Request

To assist in reconciling work and parental responsibilities an employee entitled to Parental Leave pursuant to the provisions of clause 67.3 may request the Employer to allow the employee:

- (a) to extend the period of simultaneous unpaid Parental Leave provided for in clause 67.3(g) up to a maximum of eight weeks;
- (b) to extend the period of unpaid Parental Leave provided for in clause 67.3 by a further continuous period of leave not exceeding 12 months. An employee seeking to extend their period of Parental Leave under this clause must make the request to the Employer in writing at least four weeks before the end of the available Parental Leave.
- (c) to return from a period of Parental Leave on a part-time basis until the child reaches school age.

67.9 Employee's Request And Employer's Decision To Be In Writing

- (a) The Employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (b) The employee's request and the Employer's decision made under this clause must be recorded in writing. The Employer's written response to the employee's request must be provided as soon as reasonably practicable, and not later than 21 days, after the request has been made. Where an

Employer refuses the request on reasonable business grounds, the Employer's response must also include details of the reasons for the refusal.

67.10 Request To Return To Work Part-Time

- (a) The Employer will accommodate the reasonable needs reasonable needs of an employee to return to work from Parental Leave on a part-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 Employer and employee representatives which may include the Union in order to resolve the matter.
- (c) Where an employee wishes to make a request under clause 67.10(a) such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from Parental Leave.
- (d) An agreement reached between an employee and employer in relation to the employee's request made under this clause shall be recorded as a temporary variation to the employee's employment contract. A copy of the variation will be given to the employee.
- (e) An employer will not offer, propose or require an employee who makes a request under this clause to sign a new or replacement employment contract, or through any other means change the employee's employment status.

67.11 Extension Of Period Of Parental Leave

- (a) Unless agreed otherwise between the Employer and employee, where an employee takes leave under clause 67.3 for less than the available period, the employee may notify to their Employer to extend the period of parental leave within the available period on one occasion. Any such change must be notified in writing at least four weeks prior to the commencement of the changed arrangements. The notice must specify the new intended end date of the parental leave. Any further period of leave must be by agreement.
- (b) If the Employer agrees, an employee whose period of unpaid parental leave has started may reduce the period of unpaid Parental Leave they take (including any extension agreed under clause 67.8(b)).

67.12 Parental Leave And Other Entitlements

- (a) An employee may in lieu of or in conjunction with Parental Leave, access any Annual Leave or Long Service Leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under 67.8(b).
- (b) Where an employee not then on maternity leave is suffering from an illness whether related or not to pregnancy an employee may take any paid Personal Leave to which she is entitled and/or unpaid Personal Leave in accordance with the relevant Personal Leave provisions.
- (c) Employees who take leave under clause 67.8 may with the agreement of their employer:
 - (i) take a period of annual leave, long service leave or ADOs as part of, or in addition to any period of parental leave.
 - (ii) provided that where a birth occurs earlier than the proposed date of commencement of paid parental leave, that leave will be

deemed to commence immediately after the expiration of the period of paid annual leave, long service leave or ADO(s).

67.13 Transfer To A Safe Job

- (a) Where an employee is pregnant and, in the opinion of a registered medical practitioner, the employee is fit for work but due to illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work or at her current hours, the employee will be transferred to a safe job, or by agreement with the employee she will remain in her current job with reduced hours of work, with no other change to the employee's terms and conditions of employment until the commencement of Maternity Leave.
- (b) Where no appropriate safe job exists or where a reduction in hours is not practicable or agreed, the employee is entitled to take paid no safe job leave, at the employee's current rate of pay for their ordinary hours of work for the risk period.
- (c) If the employee is on paid no safe job leave during the six week period before the expected date of birth of the child and the employee has failed to comply with a request by the Employer for a medical certificate stating whether the employee is fit for work, the Employer may require the employee to take unpaid parental leave or any paid leave to which they are entitled provided that an employee is not entitled to take paid personal/carer's leave or compassionate leave while she is taking unpaid parental leave.
- (d) If the employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.
- (e) The entitlement to paid no safe job leave is in addition to any other leave entitlement the employee has.

67.14 Returning To Work After A Period Of Parental Leave

- (a) An employee will notify of their intention to return to work after a period of Parental Leave at least four weeks prior to the expiration of the leave.
- (b) Subject to clause 67.14(c), an employee will be entitled to the position which they held immediately before proceeding on Parental Leave [which shall include Parental Leave extended in accordance with clause 67.8(b). In the case of an employee transferred to a safe job pursuant to 67.13 hereof or who reduced her working hours because of her pregnancy, the employee will be entitled to return to the position they held immediately before such transfer or reduction.
- (c) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

67.15 Replacement Employees

- (a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on Parental Leave.
- (b) Before an Employer engages a replacement employee the Employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced and of the rights of the Employer.

67.16 Communication During Parental Leave

- (a) Where an employee is on Parental Leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing Parental Leave; and
 - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing Parental Leave.
- (b) The employee shall notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with 67.16(a).

68. Examination Leave

- 68.1 An employee shall be granted leave with full wages in order to attend examinations necessary to obtain a higher qualification as specified by this Agreement provided that such examinations are held within Australia.
- 68.2 The amount of such leave shall be sufficient to allow the employee:
 - (a) to proceed to and from the place of examination; and
 - (b) in addition, to allow three clear days prior to the oral examination and either three clear days or three single days prior to the written papers with a maximum of six days pre-examination study leave in any calendar year;
- 68.3 A Pharmacist Intern shall be granted one clear day pre-examination study leave with full wages and paid sufficient time to allow the employee to proceed to and from the place of examination to attend the Pharmacy (VI) final examinations.
- 68.4 Any leave granted under the provision of this clause shall be in addition to the provisions of clause 60 - Annual Leave.

69. Study Leave

- 69.1 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.
- 69.2 The Employer will notify the employee of whether their request for study leave has been approved within 7 days of the application being made.
- 69.3 Study leave as provided for in clause 69.1 is for 4 hours per week up to 26 weeks per annum.
- 69.4 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.
- 69.5 A part-time employee will be paid study leave on a pro-rata basis.

70. Professional Development Leave

- 70.1 Provisions additional to those prescribed by this clause apply at the following Health Services and are contained in SCHEDULE 8 and SCHEDULE 10 .
- | | |
|-------------|---------------------------|
| SCHEDULE 8 | Royal Women's Hospital |
| SCHEDULE 9 | Royal Children's Hospital |
| SCHEDULE 10 | St. Vincent's Health |
- 70.2 Professional Development is the means by which members of a profession maintain, improve and broaden their knowledge and expertise, and develop personal and professional qualities by:
- (a) reviewing practice; and
 - (b) identifying learning needs; and
 - (c) planning and participating in relevant learning activities; and
 - (d) reflecting on the value of those activities.
- 70.3 All employees are entitled to five days' paid Professional Development Leave (which includes conference/seminar leave) in addition to other leave entitlements. Part-time employees are entitled to paid leave on a pro rata basis. Casual employees shall not be eligible for Professional Development Leave.
- 70.4 Professional development leave may be utilised for learning activities including research or home study.
- 70.5 Applications for Professional Development Leave must be made in writing to the Employer as early as possible but at least six weeks' prior to the proposed leave date although a shorter notice period may be considered by the Employer; approval of a shorter period of notice shall not be unreasonably withheld. An employee applying to take Professional Development Leave to undertake home study must include details of the relevance of the study to the employee's employment in the application.
- 70.6 Except for the conditions in this clause, no other conditions attach to the granting of Professional Development Leave and the Employer will not unreasonably withhold approval of the leave. The Employer must, within seven days, notify the employee in writing whether the leave request is approved. If the leave is not granted, the reasons will be included in the notification to the applicant.
- 70.7 If a valid application is made for the five days or any portion thereof but no leave is granted during the calendar year, one day's leave shall be added to the employee's accrued annual leave, or taken in another manner as mutually agreed between the Employer and the employee.
- 70.8 Otherwise than in accordance with clause 70.7, accrued Professional Development Leave will not accumulate from year to year.
- 70.9 Where an application for professional development leave which is approved by the Employer covers a period where the employee would be rostered off (e.g. on weekends, ADOs or after hours) then the Employer will provide time in lieu for the period of the course. Time in lieu in this clause is on the basis of time for time at ordinary rates and does not include any benefit or payment for any overtime, penalties or allowances under this Agreement which would normally be paid for such periods of duty.

71. Sabbatical Leave

- 71.1 Sabbatical Leave is only available by mutual agreement between the Employee and the Employer.

71.2 Subject to the provisions set out in clause 71.4 of this Agreement, Sabbatical Leave is only available for an employee who is classified at Grade 3 level, or higher, after the completion of a period of six years' continuous service with a Health Service throughout that period is entitled to leave of absence.

71.3 **Definitions**

For the purpose of this clause only, the following definitions apply:

- (a) **Service** means continuous service with the Employee's current Employer.
- (b) **Salary or Wage** means the employee's salary or wage (including allowances) at the time leave is taken;
- (c) **Sabbatical Leave** means up to a maximum of 26 weeks' leave with pay.

71.4 **Entitlement**

Where there is mutual agreement, Sabbatical Leave is taken on the following terms:

- (a) An employee who has been in the service of the same Health Service for the period specified in clause 71.2 of this Agreement shall be granted up to a maximum of 26 weeks' leave of absence on full salary or wages.
- (b) Sabbatical leave may be taken in two periods of up to 13 weeks' duration which are taken within 2 years of each other.
- (c) The onus of proving a sufficient aggregate of service to support a claim for sabbatical leave will rest with the employee.
- (d) The sabbatical leave where agreed will be given as soon as practicable having regard to the needs of the Health Service, but the taking of such leave may be postponed to a mutually agreed date.
- (e) The employee's application for sabbatical leave must be in writing and contain adequate details of the proposed programme of study or research.
- (f) Subject to clause 71.3(b), where an employee proceeds on sabbatical leave of less than 26 weeks' duration, the employee will be deemed to have received his/her full entitlement under this clause and he/she will not be entitled to claim an entitlement representing (in part or in whole) the balance of the 26 weeks (if any). The absence of the employee on Sabbatical Leave will be prima facie evidence that he/she has received his/her full entitlement under this clause. Where Sabbatical Leave is taken in two periods of 13 weeks as allowed under clause 71.3(b), the provisions of this paragraph will apply to each 13 week period.
- (g) Where an employee has been granted Sabbatical Leave they may not reapply for Sabbatical Leave until a subsequent qualifying period as specified in clause 71.2 of this Agreement, will not commence to run until the date of the employee's return to duty following sabbatical leave; provided that where by mutual agreement the employee has delayed the taking of sabbatical leave, that period of service between the end of the qualifying period and the taking of such leave will be included as part of a subsequent qualifying period.

72. Professional Registration Leave – Psychologists & Pharmacists

In addition to the provisions of clause 70 – Professional Development Leave above, Pharmacists and Psychologists, both full-time and part-time, shall be entitled to two days of paid Professional Development Leave per annum specifically for the purposes of meeting professional registration requirements.

73. Blood Donors Leave

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

74. Twelve Month Career Breaks

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

75. Leave to Engage in Emergency Relief Activities

Employees who are members of the CFA, SES or a similar organisation may be released from duty without loss of pay to attend emergency situations requiring the attendance of the employee. The Employer may refuse time release where the employee's absence will adversely impact the capacity of the health service to maintain services.

76. Public Holidays

76.1 Entitlement to paid time off

- (a) An employee shall be entitled to paid time off (or public holiday payments for time worked) in respect of public holidays in accordance with this clause.
- (b) The public holidays to which this clause applies are the days determined under Victorian law as public holidays in respect of the following occasions:
- (i) New Year's Day, Good Friday, the Saturday immediately before Easter Sunday, Easter Monday, Christmas Day and Boxing Day; and
 - (ii) Australia Day, Anzac Day, Queen's Birthday, Labour Day; and
 - (iii) Melbourne Cup Day or in lieu of Melbourne Cup Day, some other day as determined in a particular locality; and
 - (iv) any additional public holiday declared or prescribed in Victoria or a locality in respect of occasions other than those set out in 76.1(b)(i), 76.1(b)(ii) or 76.1(b)(iii).
- (c) If, in a particular year, no day is determined under Victorian law as a public holiday in respect of any occasion referred to in clause 76.1(b)(i), 76.1(b)(ii) or 76.1(b)(iii), a public holiday will be observed on the actual day specified in clause 76.1(b)(i), 76.1(b)(ii) or 76.1(b)(iii).

76.2 Payment For Work On Public Holidays When Additional/Other Days Are Declared

- (a) The following rules regarding public holiday penalties will apply in circumstances where, Christmas Day, Australia Day, Boxing Day, or New Year's Day (**Actual Day**) is a Saturday or a Sunday, and a substitute or additional public holiday is determined under Victorian law on another day in respect of any of those occasions (**Other Day**):
- (i) If an employee works on both the Actual Day and the Other Day, week-end penalties shall apply to time worked on the Actual Day and public holiday penalties shall apply to time worked on the Other Day.

- (ii) If an employee works on the Other Day and not the Actual Day, the employee will receive public holiday entitlements for time worked on the Other Day.
- (iii) If an employee works on the Actual Day and not the Other Day, public holiday penalties (but not weekend penalties) shall apply to the Actual Day.
- (iv) The employee shall only receive the public holiday penalties for either the Actual Day or the Other Day, but not both.

76.3 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 public holiday benefit as prescribed by clause 76.1.
 - (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 formula in clause 76.3(iii).
 - (iii) 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
24/38 hours	X 8 hours (Where the ordinary shift length is 8 hours)	5.05 hours	T 1.0	5.05
20/38 hours	X 10 hours (Where the ordinary shift length is 10 hours)	5.26	T1.0	5.26 hours

- (b) A part-time Employee who is only ever employed on a day or days between Monday and Friday (inclusive), will not receive any entitlement for a public holiday falling on a Saturday or Sunday. If an additional day or substitute day is declared on a weekday in respect to the relevant Saturday or Sunday, this exclusion will not affect the benefits applicable to the additional day or substitute day.

76.4 Substitution of Religious Public Holidays

Subject to the ongoing operational needs of the Employer, an employee may, with the prior agreement of the Employer, substitute a public holiday as defined in this clause with a nominated religious holiday. Where a religious holiday is nominated to be a substitute and the employee works on the holiday they will be paid at ordinary time and will be allowed time off on the substituted day without loss of pay. Applications are to be made at least one month in advance of the date on which the public holiday occurs.

76.5 Payment For Time Worked On A Public Holiday

- (a) An employee, other than a casual employee, who works (excepting on recall) on a public holiday which applies under clause 76.1 shall:

- (i) In addition to being paid for the day at the ordinary rate, be paid for the time so worked, or to take time off in lieu at the appropriate penalty rate, with a minimum of four hours' wages at the rate of:
 - 1.) 100% if the public holiday occurs Monday to Friday
 - 2.) 150% if the public holiday occurs on a Saturday or Sunday; or
 - 3.) be entitled to time off at equivalent to the hours worked if the public holiday occurs on a Monday to Friday with a minimum of four hours' time off, or amounting to one and a half times the hours worked where the public holiday falls on a weekend with a minimum of six hours' time off without loss of pay; such time off to be taken at a time mutually convenient to the Employer and employee within one month of the day on which the employee worked, provided that where an employee is entitled to a full working day off, such time off work may be added to the employee's annual leave by mutual consent.
- (b) Provided that where a pharmacist works overtime on a public holiday which occurs on a weekend, this clause shall prevail over subclause 55.3
- (c) An employee who is recalled to duty and works on any public holiday which applies under clause 76 shall be paid from the time of receiving the recall until the time of finishing such recall duty with a minimum of two hours' payment for each such recall at the rate of time and a half in addition to the hourly rate for ordinary time under this Agreement.
- (d) A casual employee who works on a public holiday which applies under clause 76 shall be paid for the time so worked with a minimum of four hours' wages, inclusive of casual loading, at the rate of:
 - (i) 250% if the public holiday occurs Monday to Friday
 - (ii) 312.5% if the public holiday occurs on a Saturday or Sunday

76.6 Public holidays occurring on rostered days off

- (a) Subject to sub-clauses 76.6(c) below, a full-time employee shall be entitled to receive one day's pay in addition to the weekly wage or one day off at a time convenient to the Employer without loss of pay in lieu thereof where such holiday occurs on their rostered day off.
- (b) This subclause does not apply to full-time employees who normally work Monday to Friday only.
- (c) Where clause 76.2(a) applies, and:
 - (i) the employee is rostered off for both the Actual Day and the Other Day(as described in 76.2(a)), then only one day's payment will be made under paragraph 76.6(a); or
 - (ii) the employee works only on one of either the Actual Day or Other Day and receives public holiday rates for the day worked, the employee will not receive a payment under paragraph 76.6(a) in respect of the day not worked.

76.7 Public Holiday Night Duty

An employee who works on a night shift which begins or ends on a Public Holiday will receive:

- (a) the Public Holiday penalty rate, for the time worked on the Public Holiday (with a minimum of 4 hours at the public holiday rate in respect of that public holiday); and
- (b) the rate which would ordinarily apply, for time worked other than on the public holiday; and
- (c) at the pro rata public holiday rostered off benefit for that part of a shift that falls on the public holiday that they are not rostered to work and do not work.

77. Cultural and Ceremonial Leave

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

78. Family Violence Leave

78.1 General Principle

- (a) The Employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Employer is committed to providing support to staff that experience family violence.
- (b) Leave for family violence purposes is available to employees who are experiencing family violence, and also to allow them to be absent from the workplace to attend counselling appointments, legal proceedings and other activities related to, and as a consequence of, family violence.

78.2 Definition of Family Violence

Family violence includes physical, sexual, financial, verbal or emotional abuse by a family member as defined by the *Family Violence Protection Act 2008* (Vic).

78.3 Eligibility

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

78.4 General Measures

- (a) Evidence of family violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a registered health practitioner, a Family Violence Support Service, district nurse, maternal and health care nurse or Lawyer. A signed statutory declaration can also be offered as evidence.
- (b) All personal information concerning family violence will be kept confidential in line with the Employer's policies and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
- (c) No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family violence.
- (d) The Employer will identify contact/s within the workplace who will be trained in family violence and associated privacy issues. The Employer will advertise the name of any Family Violence contacts within the workplace.
- (e) An employee experiencing family violence may raise the issue with their immediate supervisor, Family Violence contacts, union delegate or nominated Human Resources contact. The immediate supervisor may seek advice from Human Resources if the employee chooses not to see the Human Resources or Family Violence contact.
- (f) Where requested by an employee, the Human Resources contact will liaise with the employee's manager on the employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with clause 78.5 and clause 78.6.
- (g) The Employer will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an employee reports family violence.

78.5 Leave

- (a) An employee experiencing family violence will have access to 20 days per year of paid special leave following an event of family violence and for related purposes such as medical appointments, legal proceedings and other activities related to family violence (this leave is not cumulative but if the leave is exhausted consideration will be given to providing additional leave). This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- (b) An employee who supports a person experiencing family violence may utilise their personal/carer's leave entitlement to accompany them to court, to hospital, or to care for children. The Employer may require evidence consistent with clause 78.4(a) from an employee seeking to utilise their personal/carer's leave entitlement.

78.6 Individual Support

- (a) In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the Employer will approve any reasonable request from an employee experiencing family violence for:
 - (i) temporary or ongoing changes to their span of hours or pattern or hours and/or shift patterns;
 - (ii) temporary or ongoing job redesign or changes to duties;
 - (iii) temporary or ongoing relocation to suitable employment;

- (iv) a change to their telephone number or email address to avoid harassing contact;
 - (v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (b) Any changes to an employee's role should be reviewed at agreed periods. When an employee is no longer experiencing family violence, the terms and conditions of employment may revert back to the terms and conditions applicable to the employee's substantive position.
- (c) An employee experiencing family violence will be offered access to the Employee Assistance Program (EAP) and/or other available local employee support resources. The EAP shall include professionals trained specifically in family violence.
- (d) An employee that discloses that they are experiencing family violence will be given information regarding current support services.

PART 9: TRANSPORT, TOLLS AND VEHICLE ALLOWANCE

79. Travelling Transport and Fares

- 79.1 An employee who is recalled to work outside the normal working hours (provided such work is not continuous with a rostered period of duty) and who uses their vehicle for transport to a place of work shall receive allowances in accordance with this clause.
- 79.2 Should any employee be required to use their vehicle during normal working hours on Employer business, the employee shall receive such allowance based on distance per kilometre travelled as specified by the ATO. The rates will be adjusted each financial year in accordance with the Australian Taxation Office per kilometre rate.
- 79.3 An employee on rostered shifts who is required to use public transport to journey to or from work between 9.00 p.m. and 7.00 a.m. shall be provided with transport (taxi or hire car) if no public transport is available for the inward and/or outward journey. The Employer shall be responsible for the payment of such transport.
- 79.4 Rates will be rounded to the nearest cent.

80. Reimbursement of Road 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 road tolls, will be fully reimbursed for such expenses on production of receipts.

PART 10: ACCIDENT PAY, CLOTHING, EQUIPMENT ALLOWANCES

81. Fitness for Work

81.1 Fit for Work

- (a) The Employer is responsible for providing a workplace that is safe and without risk to health for employees, so far as is reasonably practicable.
- (b) Each employee is responsible for ensuring that they are fit to perform their duties without risk to the safety, health and well-being of themselves and others within the workplace. This responsibility includes compliance with reasonable measures put in place by the Employer and any related occupational health and safety requirements.
- (c) In the event the employee's manager forms a reasonable belief as defined at subclause 81.1(d) below that an employee may be unfit to perform their duties, the manager will discuss their concerns with the employee in a timely manner to promote physical, mental and emotional health so that employees can safely undertake and sustain work.
- (d) In this clause reasonable belief means a belief based on sufficient evidence that supports a conclusion on the balance of probabilities.
- (e) In this clause treating medical practitioner may, where relevant, also include programs such as the Nursing and Midwifery Health Program Victoria, or a psychologist.
- (f) The Employer will:
 - (i) take all reasonable steps to give the employee an opportunity to answer any concerns;
 - (ii) recognise the employee's right to have a representative, including a Union representative, at any time when meeting with the Employer;
 - (iii) genuinely consider the employee's response with a view to promoting physical, mental and emotional health so that employees can safely undertake and sustain work; and
 - (iv) take these responses into account in considering whether reasonable adjustments can be made in order that the employee can safely undertake and sustain work.
- (g) Where, after discussion with the employee, the Employer continues to have a reasonable belief that the employee is unfit to perform the duties, the Employer may request the employee's consent to obtain a report from the employee's treating medical practitioner regarding the employee's fitness for work. Where consent is given, the Employer will provide to the employee, in writing, the concerns that form the basis of the reasonable belief to assist the employee's treating medical practitioner.
- (h) Where the employee attends a medical practitioner under subclause 81.1(g) above:
 - (i) the employee will provide a copy of the employer's correspondence to the medical practitioner; and
 - (ii) the Employer will pay for the cost of the appointment and any related report.

- (i) The employee will provide a copy of the report to the Employer.
- (j) The Employer and employee will meet to discuss any report.
- (k) Nothing in this clause prevents an Employer from taking any reasonable step to ensure a safe work environment.

81.2 Reasonable Adjustments

- (a) Where employees have a disability (whether permanent or temporary) the Employer is required to make reasonable adjustments to enable the employee to continue to perform their duties, subject to subclause 81.2(b) below.
- (b) An Employer is not required to make reasonable adjustments if the employee could not or cannot adequately perform the genuine and reasonable requirements of the employment even after the adjustments are made.

(c) Definitions

- (i) Disability has the same meaning as section 4 of the *Equal Opportunity Act 2010* (Vic) (**EO Act**) and includes:
 - 1.) total or partial loss of a bodily function; or
 - 2.) presence in the body of organisms that may cause disease;
 - 3.) total or partial loss of a part of the body; or
 - 4.) malfunction of a part of the body including a mental or psychological disease or disorder or condition or disorder that results in a person learning more slowly than those without the condition or disorder.
- (ii) Reasonable adjustments has the same meaning as section 20 of the EO Act and requires consideration of all relevant facts and circumstances including:
 - 1.) the employee's circumstances, including the nature of the disability;
 - 2.) the nature of the employee's role;
 - 3.) the nature of the adjustment required to accommodate the employee's disability;
 - 4.) the financial circumstances of the Employer;
 - 5.) the size and nature of the workplace and the Employer's business;
 - 6.) the effect on the workplace and the Employer's business of making the adjustment including the financial impact, the number of persons who would benefit or be disadvantaged and the impact of efficiency and productivity;
 - 7.) the consequences for the Employer in making the adjustment,
 - 8.) the consequences for the employee in not making the adjustment.

82. Accident Pay

An Employer shall pay and an employee shall be entitled to receive accident pay in accordance with this clause.

82.1 Definitions

For the purposes of this clause, the following definitions shall apply:

- (a) **Compensation Act** means:
 - (i) *the Workers Compensation Act (Victoria) 1958* as amended from time to time; or
 - (ii) in respect of an injury occurring on or after 4.00 p.m. on the 1st September, 1985, *the Accident Compensation Act (Victoria) 1985* as amended from time to time; or
 - (iii) in respect of an injury occurring on or after 1 July 2014, *the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)* as amended from time to time.
- (b) **Injury** means any physical or mental injury within the meaning of the Compensation Act, and no injury shall give rise to an entitlement to accident pay under this clause unless an entitlement exists under the Compensation Act.

82.2 Total Incapacity

Where an employee is or is determined to be totally incapacitated within the meaning of the Compensation Act, the term Accident Pay means a weekly payment of an amount representing the difference between:

- (a) the total amount of compensation, paid to the employee during the period of incapacity under the Compensation Act for the week; and
- (b) the total weekly rate under this Agreement, as varied from time to time, which would have been payable for the employee's normal classification of work for the week in question (inclusive of casual loadings) if they had been performing their normal duties provided that in making such calculation any payment for overtime earnings, shift premiums, penalty rates and any ancillary payment payable by the Employer shall not be taken into account.

82.3 Partial Incapacity

Where an employee is partially incapacitated within the meaning of the Compensation Act, the term Accident Pay means a weekly payment of an amount representing the difference between:

- (a) The total amount of compensation paid to the employee during the period of incapacity under the Compensation Act for the period in question together with the average weekly amount they are earning; and
- (b) the total weekly rate payable under this Agreement inclusive of casual loadings,, as varied from time to time, and any weekly over-Agreement payment being paid to the employee at the date of the injury which would have been payable for the employee's classification for the week in question if they had been performing their normal duties, provided that:
 - (i) in making such calculation any payment for overtime earnings, shift premiums, penalty rates and any other ancillary payment payable by the Employer shall not be taken into account.

82.4 Payment For Part Of A Week

Where an employee is totally incapacitated or partially incapacitated for part of a week, such an employee shall receive pro rata accident pay for that part of the week. That is, the employee shall be paid their ordinary pay, for that part of the week in which he/she worked or was on paid leave. For the part of the week that he/she is incapacitated or partially incapacitated, the employee shall be paid an amount equal to the difference between the amount he/she would have earned for the part of the week if he/she had been performing their normal duties and the amount of compensation paid to the employee under the Compensation Act for the part of the week he/she was incapacitated.

82.5 Qualifications For Payment

- (a) Subject to the terms of this clause, an employee covered by this award shall, upon receiving payment of weekly compensation and continuing to receive such payment for incapacity under the Compensation Act, be paid accident pay by their Employer who is liable to pay compensation under the Compensation Act, which liability may be discharged by another person on behalf of the Employer, provided that:
 - (i) Accident pay shall not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then, subject to 82.5(d) and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first two weeks.
 - (ii) Accident pay shall only be payable to an employee whilst that employee remains in the employment of the Employer by whom they were employed at the time of the incapacity and then only for such period as they received a weekly payment under the Compensation Act. Provided that if an employee who is partially incapacitated cannot obtain suitable employment from their Employer but such alternative employment is available with another employer then the relevant amount of accident pay shall still be payable.
- (b) Provided further that in the case of the termination by an Employer of an employee who is incapacitated and receiving accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where the termination is due to serious and/or wilful misconduct on the part of the employee.
- (c) In order to qualify for the continuance of accident pay on termination an employee shall if required provide evidence to the Employer of the continuing payment of weekly payments of compensation.
- (d) Subject to this clause, accident pay shall not apply in respect of any injury during the first five normal working days of incapacity. Provided however that in the case of an employee who contracts an infectious disease in the course of duty and is entitled to receive compensation for that disease shall receive accident pay from the first day of incapacity.
- (e) In relation to industrial diseases contracted by a gradual process or injury subject to recurrence, aggravation, or acceleration, such injuries or diseases shall not be subject to accident pay unless the employee has been employed with the Employer at the time of the incapacity for a minimum period of one month.
- (f) On engagement, an employee may be required to declare all workers compensation and/or accident claims made under the Compensation Act in

the previous five years and in the event of defaults or inaccurate information being deliberately and knowingly declared the Employer may require the employee to forfeit their entitlement to accident pay under this award.

82.6 Maximum Period Of Payment

The maximum period or aggregate period of Accident Pay to be made by the Employer shall be a total of 26 weeks for any one injury as defined in 82.1 Provided that in respect of an employee receiving or entitled to receive accident pay on or after 1 January 1981, the maximum period or aggregate of periods shall be a total of 39 weeks for any one injury as defined.

82.7 Absences On Other Than Paid Leave

An employee shall not be entitled to the payment of Accident Pay in respect of any period of paid Annual Leave, or Long Service Leave or for any paid public holiday in accordance with the provisions of this Agreement.

82.8 Notice Of Injury

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

82.9 Medical Examination

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

82.10 Cessation Or Redemption Of Weekly Payments

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

82.11 Civil Damages

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

judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the Employer, the employee shall pay to the Employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

82.12 Insurance Against Liability

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

82.13 Variations In Compensation Rates

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

82.14 Death Of An Employee

All rights to accident pay in accordance with this Agreement shall cease on the death of an employee.

82.15 Commencement

This clause shall only apply in respect of incapacity arising from any injury occurring or recurring on or after 22 September 1975.

83. Child Care Costs

83.1 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.

83.2 Evidence of expenditure incurred by the employee must be provided to the Employer as soon as possible after the working of such overtime.

84. 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.

85. Telephone Allowance

85.1 Where an Employer requires an employee to install and or maintain a telephone for the purposes of being on call the Employer shall reimburse the installation costs and the subsequent six monthly rental charges on production of receipted accounts or provide the employee with a mobile phone for the purpose and usage of being on call.

85.2 Where the Employer requires an Employee to purchase, install and or maintain a telephone, whether it be a land-line or a mobile phone, for the purposes of being on-call the employer will reimburse the purchase or installation costs and the subsequent rental charges or mobile phone charges on production of receipted accounts.

85.3 In lieu of paying an employee the telephone allowance, an employer may provide an employee with a mobile phone for the purposes of being on-call and pay any costs and charges associated with it.

86. Uniform Allowance

86.1 The Employer shall reimburse the cost of a minimum of two washable coats per week. However, where Pharmacists are provided with minimum of two washable coats per

- week, the allowance shall not apply. Where a Locum is required to provide their own coats the Employer shall reimburse the laundering cost to the Locum, except where the laundering is arranged by the Employer at the Employer's cost.
- 86.2 Where the Employer requires an employee to wear any special clothing, the Employer must pay the uniform allowance prescribed by this clause for purchasing such clothing. The provisions of this clause do not apply where the special clothing is paid for by the Employer.
- 86.3 Special clothing shall remain the property of the Employer. If the employee is responsible for laundering it the Employer must pay the laundry allowance prescribed in SCHEDULE 2. This allowance is not payable where the Employer launders and maintains the special clothing.
- 86.4 In lieu of the provision of special clothing the Employer may, by agreement with the employee, pay such employee a uniform allowance as prescribed by SCHEDULE 2. Where such employee's uniforms are not laundered by or at the expense of the Employer, the employee shall be paid a laundry allowance as prescribed by SCHEDULE 2.
- 86.5 The Uniform Allowance but not the laundry allowance shall be paid during all absences on leave, except absences on Long Service Leave and absence on Personal Leave beyond 21 days. Where, prior to the taking of leave, an employee was paid a Uniform Allowance other than at the weekly rate, the rate to be paid during absence on leave shall be the average of the allowance paid during the four weeks immediately preceding the taking of leave.
- 86.6 Where it is necessary that an employee be provided with rubber gloves, protective clothing and safety appliances, the Employer must reimburse the employee for the cost of purchasing such clothing. The provisions of this clause do not apply where the protective clothing is supplied to the employee at the Employer's expense.

PART 11: CLINICAL SUPERVISION OF PSYCHOLOGISTS

87. Clinical Supervision of Psychologists

- 87.1 Grade 2 Psychologists will be provided with individual fortnightly clinical supervision.
- 87.2 Grade 3, Grade 4 and Grade 5 Psychologists will be provided with a minimum of 10 hours of individual clinical supervision per annum plus an additional 12 hours per annum peer supervision, as defined by the PBA.
- 87.3 A psychologist who is employed part time will be provided with pro-rata supervision, as per their EFT fraction.
- 87.4 Individual clinical supervision will be provided in person by a psychologist employed in the same clinical service .Where there are difficulties in providing face to face supervision to Psychologists Grades 4 and 5, alternative options for supervision will be offered and agreed with the psychologist, the employer and the proposed supervisor, consistent with PBA guidelines.
- 87.5 Supervision will be provided by a PBA approved supervisor who has a skill set appropriate to the needs of the supervisee and their role, provided that a supervisor who located outside Australia shall not be required to be a PBA approved supervisor. Provided further, a psychologist Grade 3 or above who is providing clinical supervision to other psychologists as at the date of operation of this Agreement, and who is not a PBA approved supervisor, will have eighteen months to achieve approved supervisor status, and may continue to provide supervision to existing supervisees until PBA approved supervisor status is obtained.
- 87.6 It is preferred, where possible, that the supervisor is not the line manager of the psychologist. In smaller services where there is limited capacity to provide supervision by senior psychologists employed by the employer, apart from the line manager, alternatives for supervision will be explored and negotiated with the psychologist , the employer and the proposed supervisor, consistent with PBA guidelines. The psychologist may agree for the clinical supervision to be provided by the line manager. Where there is not agreement and the psychologist believes that there may be difficulties if they are supervised by their manager, subclause 87.9 of this clause will apply.
- 87.7 Where the PBA minimum requirements for individual clinical supervision exceed the hours set out above, for example supervision of Psychologists Grade 1 who are employed outside University placements with PBA approval, Grade 1 Interns or Grade 2 Registrars, the employer will provide sufficient supervision to meet the PBA requirements.
- 87.8 Where the individual supervision of a Psychologist Grade 3 and above cannot be provided by a supervisor with the appropriate skill set at the same worksite, or employed in the same clinical service, the employer shall provide and pay for external supervision. External supervision arrangements will be agreed between the psychologist, the employer and the proposed supervisor.
- 87.9 It is recognised that there may be difficulties between a psychologist and their proposed clinical supervisor which may impair the supervisory relationship, or that such difficulties may develop. In such instances the psychologist may request a change of supervisor, which will be agreed between the psychologist, the employer and the proposed supervisor.

88. Supervision of Provisional Psychologists

The Employer will ensure that a provisional Psychologist employed within the mental 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 PBA.

SIGNATORIES

Executed as an agreement


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


Stuart McCullough
Chief Executive Officer

88 Maribyrnong St
Footscray VIC 3011

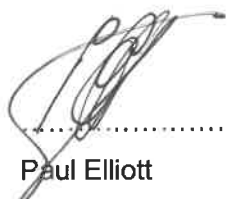
Date:15/12/17.....

In the presence of:


Witness (signature)

Remington Richards
Name of witness (print)

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


.....

Paul Elliott

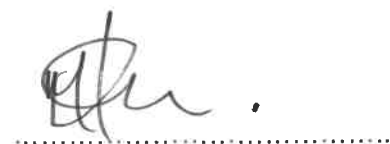
Secretary Health Services Union Victoria No 4 Branch

Level 1/62 Lygon Street

Carlton VIC 3053

Date: 15/12/17

In the presence of:


.....

Witness (signature)

MATT HAMMOND
.....

Name of witness (print)

SCHEDULES

- | | |
|----|---|
| 1 | Employer Parties |
| 2 | Rates of Pay and Allowances |
| 3 | Classification Descriptors and Higher Qualification Allowances |
| 4 | Alfred Health General Conditions |
| 5 | Alfred Health - Clinical Perfusionists |
| 6 | Eastern Health Turning Point Research and Education Employees |
| 7 | Melbourne Health, Western Health and Northern Health Market Contestability Agreement |
| 8 | Royal Women's Hospital and Royal Children's Hospital General Employment, Redundancy and Organisational Change Agreement |
| 9 | Royal Children's Hospital - Clinical Perfusionists |
| 10 | St Vincent's Health (Melbourne) Ltd General Conditions Agreement |
| 11 | Progression of Medical Scientists from Grade 1 to Grade 2 at Victorian Clinical Genetic Services |
| 12 | Additional consultation and redundancy and associated entitlements - Austin Health, Eastern Health, Alfred Health, Peter MacCallum Cancer Institute, Royal Victorian Eye and Ear Hospital, Melbourne Health, Western Health, Northern Health, Royal Women's Hospital, Royal Children's Hospital, Monash Health, St. Vincent's Hospital. |

SCHEDULE 1: EMPLOYER PARTIES

Albury Wodonga Health (Wodonga Hospital only)

Alexandra District Hospital

Alfred Hospital

Alpine Health

Austin Health

Bairnsdale Regional Health Service

Ballarat Health Services

Barwon Health

Bass Coast Regional Health

Beechworth Health Service

Benalla Health Service

Bendigo Health Care Group

Calvary Health Bethlehem Hospital Ltd

Castlemaine Health

Central Gippsland Health Service

Cobram District Health

Colac Area Health

Djerriwarrh Health Services

East Grampians Health Service

East Wimmera Health Service

Eastern Health

Echuca Regional Health

Gippsland Southern Health Service

Goulburn Valley Health

Hepburn Health Service

Heywood Rural Health

Hesse Rural Health Service

Kerang District Health Service

Kilmore & District Hospital

Kooweerup Regional Health Service

Kyabram District Health

Kyneton District Health Service

Latrobe Regional Hospital

Maldon Hospital

Mansfield District Hospital

Maryborough District Health Service

Melbourne Health

Mercy Public Hospitals Inc

Mildura Base Hospital

Monash Health

Moyne Health Services

Nathalia District Hospital

Northeast Health Wangaratta
Northern Health
Numurkah District Health Service
Omeo District Health
Orbost Regional Health
Peninsula Health
Peter MacCallum Cancer Institute
Portland District Health
Robinvale District Health Service
Rochester & Elmore District Health Service
Royal Children's Hospital (The)
Royal Victoria Eye & Ear Hospital (The)
Royal Women's Hospital (The)
Rural Northwest Health
Seymour Health
South West Healthcare
St Vincent's Health (Melbourne) Limited
Stawell Regional Health
Swan Hill District Health
Tallangatta Health Service
Terang & Mortlake Health Service
Timboon & District Health Care Service
Tweddle Child and Family Health Service
Upper Murray Health and Community Services
Victorian Clinical Genetics Service Ltd (VCGS)
West Gippsland Healthcare Group
West Wimmera Health Service
Western District Health Service
Western Health
Wimmera Health Care Group
Yarram & District Health Service
Yarrawonga District Health Service
Yea and District Memorial Hospital

SCHEDULE 2: RATES OF PAY AND ALLOWANCES

RATES OF PAY

RATES OF PAY									
PSR Code	Descriptor	Grade	Year	Current Rate	Agreed Grade 2 Uplift	FFPPOA 25 January 2017	FFPPOA 25 January 2018	FFPPOA 25 January 2019	FFPPOA 25 January 2020
						3.25%	3.25%	3.25%	3.25%
Audiologists									
CR4	Audiologist	1	1	\$1,234.60		\$1,274.70	\$1,316.10	\$1,358.90	\$1,403.10
CR5			2	\$1,294.60		\$1,336.70	\$1,380.10	\$1,425.00	\$1,471.30
CR6			3	\$1,359.30		\$1,403.50	\$1,449.10	\$1,496.20	\$1,544.80
CR10			4	\$1,427.80		\$1,474.20	\$1,522.10	\$1,571.60	\$1,622.70
CR7		2	1	\$1,427.80	\$1,477.00	\$1,525.00	\$1,574.60	\$1,625.80	\$1,678.60
CR8			2	\$1,441.00	\$1,521.00	\$1,570.40	\$1,621.40	\$1,674.10	\$1,728.50
CR9			3	\$1,511.10	\$1,550.00	\$1,600.40	\$1,652.40	\$1,706.10	\$1,761.50
CS1			4	\$1,663.10		\$1,717.20	\$1,773.00	\$1,830.65	\$1,890.10
CS2		3	1	\$1,701.20		\$1,756.50	\$1,813.60	\$1,872.50	\$1,933.40
CS3			2	\$1,759.70		\$1,816.90	\$1,875.90	\$1,936.90	\$1,999.80
CS4			3	\$1,805.80		\$1,864.50	\$1,925.10	\$1,987.70	\$2,052.30
CS5			4	\$1,927.50		\$1,990.10	\$2,054.80	\$2,121.60	\$2,190.60
CR11		4	1 & 2	\$1,993.80		\$2,058.60	\$2,125.50	\$2,194.60	\$2,265.90
CR12			3 & 4	\$2,097.80		\$2,166.00	\$2,236.40	\$2,309.10	\$2,384.10
CR13			5	\$2,307.20		\$2,382.20	\$2,459.60	\$2,539.50	\$2,622.00
	Deputy Director Allied Health			\$2,608.60		\$2,693.40	\$2,780.90	\$2,871.30	\$2,964.60
	Director Allied Health			\$2,825.30		\$2,917.10	\$3,011.90	\$3,109.80	\$3,210.90
Clinical Perfusionists									
AZ1	Clinical Perfusionist	1	1	\$995.40		\$1,027.80	\$1,061.20	\$1,095.70	\$1,131.30
AZ2			2	\$1,066.80		\$1,101.50	\$1,137.30	\$1,174.30	\$1,212.50
AZ3			3	\$1,155.60		\$1,193.20	\$1,232.00	\$1,272.00	\$1,313.30
AZ4			4	\$1,234.60		\$1,274.70	\$1,316.10	\$1,358.90	\$1,403.10
AZ5			5	\$1,294.60		\$1,336.70	\$1,380.10	\$1,425.00	\$1,471.30
AZ6			6	\$1,359.30		\$1,403.50	\$1,449.10	\$1,496.20	\$1,544.80
AZ7			7	\$1,427.80		\$1,474.20	\$1,522.10	\$1,571.60	\$1,622.70
EZ1		2	1	\$1,441.00	\$1,477.00	\$1,525.00	\$1,574.60	\$1,625.80	\$1,678.60
EZ2			2	\$1,511.10	\$1,521.00	\$1,570.40	\$1,621.40	\$1,674.10	\$1,728.50
EZ3			3	\$1,610.00		\$1,662.30	\$1,716.30	\$1,772.10	\$1,829.70
EZ4			4	\$1,722.70		\$1,778.70	\$1,836.50	\$1,896.20	\$1,957.80
EZ5			5	\$1,759.70		\$1,816.90	\$1,875.90	\$1,936.90	\$1,999.80

SCHEDULE 2: RATES OF PAY AND ALLOWANCES

RATES OF PAY									
PSR Code	Descriptor	Grade	Year	Current Rate	Agreed Grade 2 Uplift	FFPPOA 25 January 2017	FFPPOA 25 January 2018	FFPPOA 25 January 2019	FFPPOA 25 January 2020
						3.25%	3.25%	3.25%	3.25%
EZ6			6	\$1,805.80		\$1,864.50	\$1,925.10	\$1,987.70	\$2,052.30
EZ7			7	\$1,945.90		\$2,009.10	\$2,074.40	\$2,141.80	\$2,211.40
FZ1			3	1	\$1,993.80		\$2,058.60	\$2,125.50	\$2,194.60
FZ2		2		\$2,097.80		\$2,166.00	\$2,236.40	\$2,309.10	\$2,384.10
FZ3		3		\$2,307.20		\$2,382.20	\$2,459.60	\$2,539.50	\$2,622.00
TT12		4	-	\$2,608.60		\$2,693.40	\$2,780.90	\$2,871.30	\$2,964.60
Dietitians									
AI1	Dietitian	1	1	\$1,011.60		\$1,044.50	\$1,078.40	\$1,113.40	\$1,149.60
AI2			2	\$1,049.60		\$1,083.70	\$1,118.90	\$1,155.30	\$1,192.80
AI3			3	\$1,134.30		\$1,171.20	\$1,209.30	\$1,248.60	\$1,289.20
AI4			4	\$1,203.60		\$1,242.70	\$1,283.10	\$1,324.80	\$1,367.90
AI5			5	\$1,284.40		\$1,326.10	\$1,369.20	\$1,413.70	\$1,459.60
AI6			6	\$1,364.50		\$1,408.80	\$1,454.60	\$1,501.90	\$1,550.70
AI7			7	\$1,433.00		\$1,479.60	\$1,527.70	\$1,577.40	\$1,628.70
AJ1		2	1	\$1,433.00	\$1,477.00	\$1,525.00	\$1,574.60	\$1,625.80	\$1,678.60
AJ2			2	\$1,467.70	\$1,521.00	\$1,570.40	\$1,621.40	\$1,674.10	\$1,728.50
AJ3			3	\$1,513.10	\$1,550.00	\$1,600.40	\$1,652.40	\$1,706.10	\$1,761.50
AJ4			4	\$1,633.50		\$1,717.20	\$1,773.00	\$1,830.60	\$1,890.10
AK1		3	1	\$1,645.50		\$1,717.20	\$1,773.00	\$1,830.60	\$1,890.10
AK2			2	\$1,707.30		\$1,762.80	\$1,820.10	\$1,879.30	\$1,940.40
AK3			3	\$1,762.30		\$1,819.60	\$1,878.70	\$1,939.80	\$2,002.80
AK4			4	\$1,927.50		\$1,990.10	\$2,054.80	\$2,121.60	\$2,190.60
JC1		4	1	\$1,932.30		\$1,995.10	\$2,059.90	\$2,126.80	\$2,195.90
JC2			2	\$1,997.40		\$2,062.30	\$2,129.30	\$2,198.50	\$2,270.00
JC3			3	\$2,063.00		\$2,130.00	\$2,199.20	\$2,270.70	\$2,344.50
JC4			4	\$2,129.10		\$2,198.30	\$2,269.70	\$2,343.50	\$2,419.70
JC41			5	\$2,307.20		\$2,382.20	\$2,459.60	\$2,539.50	\$2,622.00
JC51	Manager D&N Services			\$2,608.60		\$2,693.40	\$2,780.90	\$2,871.30	\$2,964.60
	Deputy Director Allied Health			\$2,608.60		\$2,693.40	\$2,780.90	\$2,871.30	\$2,964.60
	Director Allied Health			\$2,916.90		\$2,917.10	\$3,011.90	\$3,109.80	\$3,210.90
Genetic Counsellors									
WW1	Genetic Counsellor	1	1	\$1,076.30		\$1,111.30	\$1,147.40	\$1,184.70	\$1,223.20
WW2			2	\$1,149.40		\$1,186.80	\$1,225.40	\$1,265.20	\$1,306.30
WW3			3	\$1,246.10		\$1,286.60	\$1,328.40	\$1,371.60	\$1,416.20
WW4		2	1	\$1,295.90	\$1,477.00	\$1,525.00	\$1,574.60	\$1,625.80	\$1,678.60
WW5			2	\$1,369.00	\$1,521.00	\$1,570.40	\$1,621.40	\$1,674.10	\$1,728.50
WW6			3	\$1,447.80	\$1,550.00	\$1,600.40	\$1,652.40	\$1,706.10	\$1,761.50

SCHEDULE 2: RATES OF PAY AND ALLOWANCES

RATES OF PAY										
PSR Code	Descriptor	Grade	Year	Current Rate	Agreed Grade 2 Uplift	FFPPOA 25 January 2017	FFPPOA 25 January 2018	FFPPOA 25 January 2019	FFPPOA 25 January 2020	
						3.25%	3.25%	3.25%	3.25%	
WW7			4	\$1,520.80	\$1,663.00	\$1,717.00	\$1,772.80	\$1,830.40	\$1,889.90	
WW8			5	\$1,624.70	\$1,680.00	\$1,734.60	\$1,791.00	\$1,849.20	\$1,909.30	
WW9			3	1	\$1,667.50		\$1,734.60	\$1,791.00	\$1,849.20	\$1,909.30
WW10				2	\$1,745.90		\$1,802.60	\$1,861.20	\$1,921.70	\$1,984.20
WW11		3		\$1,819.20		\$1,878.30	\$1,939.30	\$2,002.30	\$2,067.40	
WW12		4		\$1,910.70		\$1,972.80	\$2,036.90	\$2,103.10	\$2,171.50	
WW13		4A	1	\$1,971.20		\$2,035.30	\$2,101.40	\$2,169.70	\$2,240.20	
WW14			2	\$2,063.90		\$2,131.00	\$2,200.30	\$2,271.80	\$2,345.60	
WW15		4B	-	\$2,138.00		\$2,207.50	\$2,279.20	\$2,353.30	\$2,429.80	
WW16		Senior Genetic Counsellor	5	-	\$2,337.20		\$2,413.20	\$2,491.60	\$2,572.60	\$2,656.20
Pharmacists										
RQ9	Pharmacy Student			\$282.00		\$291.20	\$300.70	\$310.50	\$320.60	
SQ1	Pharmacy Intern			\$835.80		\$863.00	\$891.00	\$920.00	\$949.90	
SW5	Pharmacists	1	1	\$1,066.80		\$1,101.50	\$1,137.30	\$1,174.30	\$1,212.50	
SW6			2	\$1,128.20		\$1,164.90	\$1,202.80	\$1,241.90	\$1,282.30	
SW7			3	\$1,234.60		\$1,274.70	\$1,316.10	\$1,358.90	\$1,403.10	
SW8			4	\$1,294.60		\$1,336.70	\$1,380.10	\$1,425.00	\$1,471.30	
SW9			5	\$1,359.30		\$1,403.50	\$1,449.10	\$1,496.20	\$1,544.80	
SW10			6	\$1,427.80		\$1,474.20	\$1,522.10	\$1,571.60	\$1,622.70	
SX2		2	1	\$1,427.80	\$1,477.00	\$1,525.00	\$1,574.60	\$1,625.80	\$1,678.60	
SX3			2	\$1,441.00	\$1,521.00	\$1,570.40	\$1,621.40	\$1,674.10	\$1,728.50	
SX4			3	\$1,511.10	\$1,550.00	\$1,600.40	\$1,652.40	\$1,706.10	\$1,761.50	
SX5			4	\$1,663.10		\$1,717.20	\$1,773.00	\$1,830.60	\$1,890.10	
SX6		3	1	\$1,701.20		\$1,756.50	\$1,813.60	\$1,872.50	\$1,933.40	
SX7			2	\$1,759.70		\$1,816.90	\$1,875.90	\$1,936.90	\$1,999.80	
SX8			3	\$1,805.80		\$1,864.50	\$1,925.10	\$1,987.70	\$2,052.30	
SX81			4	\$1,927.50		\$1,990.10	\$2,054.80	\$2,121.60	\$2,190.60	
TA20		4	1 & 2	\$1,993.80		2058.60	2125.50	2194.60	2265.90	
TA21			3 & 4	\$2,097.80		2166.00	2236.40	2309.10	2384.10	
TA22			5	\$2,307.20		2382.20	2459.60	2539.50	2622.00	
SX9		Deputy Director Pharmacy Group 3			\$1,993.80		\$2,058.60	\$2,125.50	\$2,194.60	\$2,265.90
SZ4	Deputy Director Pharmacy Group 2			\$2,307.20		2382.20	2459.60	2539.50	2622.00	
SZ5	Deputy Director Pharmacy Group 1			\$2,608.60		2693.40	2780.90	2871.30	2964.60	

SCHEDULE 2: RATES OF PAY AND ALLOWANCES

SCHEDULE 2: RATES OF PAY AND ALLOWANCES

RATES OF PAY									
PSR Code	Descriptor	Grade	Year	Current Rate	Agreed Grade 2 Uplift	FFPPOA 25 January 2017	FFPPOA 25 January 2018	FFPPOA 25 January 2019	FFPPOA 25 January 2020
						3.25%	3.25%	3.25%	3.25%
TT20	Director Pharmacy Group 5			\$1,951.70		2015.10	2080.60	2148.20	2218.00
SZ9	Director Pharmacy Group 4			\$2,307.20		2382.20	2459.60	2539.50	2622.00
TA2	Director Pharmacy Group 3			\$2,608.60		2693.40	2780.90	2871.30	2964.60
TA4	Director Pharmacy Group 2			\$2,825.30		2917.10	3011.90	3109.80	3210.90
TA6	Director Pharmacy Group 1			\$2,916.90		3011.70	3109.60	3210.70	3315.00
TT13	Pharmacist In Charge		1	\$1,701.20		1756.50	1813.60	1872.50	1933.40
TT14			2	\$1,759.70		1816.90	1875.90	1936.90	1999.80
TT15			3	\$1,805.80		1864.50	1925.10	1987.70	2052.30
Psychologists									
PJ1	Provisional Psychologists	1	1	\$977.50		\$1,009.30	\$1,042.10	\$1,076.00	\$1,111.00
PJ2			2	\$1,025.80		\$1,059.10	\$1,093.50	\$1,129.00	\$1,165.70
PJ3			3	\$1,084.50		\$1,119.70	\$1,156.10	\$1,193.70	\$1,232.50
PJ4			4	\$1,167.60		\$1,205.50	\$1,244.70	\$1,285.20	\$1,327.00
PJ5			5	\$1,228.50		\$1,268.40	\$1,309.60	\$1,352.20	\$1,396.10
PJ6			6	\$1,285.00		\$1,326.80	\$1,369.90	\$1,414.40	\$1,460.40
PJ7			7	\$1,353.30		\$1,397.30	\$1,442.70	\$1,489.60	\$1,538.00
PJ8			8	\$1,421.40		\$1,467.60	\$1,515.30	\$1,564.50	\$1,615.30
PK1	Psychologists	2	1	\$1,450.60	\$1,477.00	\$1,525.00	\$1,574.60	\$1,625.80	\$1,678.60
PK2			2	\$1,493.30	\$1,521.00	\$1,570.40	\$1,621.40	\$1,674.10	\$1,728.50
PK3			3	\$1,536.70	\$1,550.00	\$1,600.40	\$1,652.40	\$1,706.10	\$1,761.50
PK4			4	\$1,661.20	\$1,663.10	\$1,717.20	\$1,773.00	\$1,830.10	\$1,890.10
PL1		3	1	\$1,692.80		\$1,747.80	\$1,804.60	\$1,863.20	\$1,923.80
PL2			2	\$1,759.00		\$1,816.20	\$1,875.20	\$1,936.10	\$1,999.00
PL3			3	\$1,822.10		\$1,881.30	\$1,942.40	\$2,005.50	\$2,070.70
PL4			4	\$1,927.50		\$1,990.10	\$2,054.80	\$2,121.60	\$2,190.60
PM1		4	1	\$1,927.50		\$1,990.10	\$2,054.80	\$2,121.60	\$2,190.60
PM2			2	\$1,982.40		\$2,046.80	\$2,113.30	\$2,182.00	\$2,252.90
PM3			3	\$2,074.00		\$2,141.40	\$2,211.00	\$2,282.90	\$2,357.10
PM4			4	\$2,159.30		\$2,229.50	\$2,302.00	\$2,376.80	\$2,454.00
PM5			5	\$2,307.20		\$2,382.20	\$2,459.60	\$2,539.50	\$2,622.00
TT16		5	-	\$2,608.60		\$2,693.40	\$2,780.90	\$2,871.30	\$2,964.60
Medical Scientists									
BR1	Science Trainee		ADLT	\$778.70		804.00	830.10	857.10	885.00
BR2			1	\$486.70		502.50	518.80	535.70	553.10
BR3			2	\$584.00		603.00	622.60	642.80	663.70
BR4			3	\$730.00		753.70	778.20	803.50	829.60
BR5			4	\$827.40		854.30	882.10	910.80	940.40

SCHEDULE 2: RATES OF PAY AND ALLOWANCES

RATES OF PAY									
PSR Code	Descriptor	Grade	Year	Current Rate	Agreed Grade 2 Uplift	FFPPOA 25 January 2017	FFPPOA 25 January 2018	FFPPOA 25 January 2019	FFPPOA 25 January 2020
						3.25%	3.25%	3.25%	3.25%
BR6			5	\$875.90		904.40	933.80	964.10	995.40
RX1	Medical Scientist	1	1	\$995.40		\$1,027.80	\$1,061.20	\$1,095.70	\$1,131.30
RX2			2	\$1,066.80		\$1,101.50	\$1,137.30	\$1,174.30	\$1,212.50
RX3			3	\$1,155.60		\$1,193.20	\$1,232.00	\$1,272.00	\$1,313.30
RX4			4	\$1,234.60		\$1,274.70	\$1,316.10	\$1,358.90	\$1,403.10
RX5			5	\$1,294.60		\$1,336.70	\$1,380.10	\$1,425.00	\$1,471.30
RX6			6	\$1,359.30		\$1,403.50	\$1,449.10	\$1,496.20	\$1,544.80
RX7			7	\$1,427.80		\$1,474.20	\$1,522.10	\$1,571.60	\$1,622.70
RY4		2	1	\$1,427.80	\$1,477.00	\$1,525.00	\$1,574.60	\$1,625.80	\$1,678.60
RY5			2	\$1,441.00	\$1,521.00	\$1,570.40	\$1,621.40	\$1,674.10	\$1,728.50
RY6			3	\$1,511.10	\$1,550.00	\$1,600.40	\$1,652.40	\$1,706.10	\$1,761.50
RY7			4	\$1,663.10		\$1,717.20	\$1,773.00	\$1,830.60	\$1,890.10
RY9		3	1	\$1,701.20		\$1,756.50	\$1,813.60	\$1,872.50	\$1,933.40
RZ1			2	\$1,759.70		\$1,816.90	\$1,875.90	\$1,936.90	\$1,999.80
RZ2			3	\$1,805.80		\$1,864.50	\$1,925.10	\$1,987.70	\$2,052.30
RZ3			4	\$1,927.50		\$1,990.10	\$2,054.80	\$2,121.60	\$2,190.60
RZ5		4	1 & 2	\$1,993.80		\$2,058.60	\$2,125.50	\$2,194.60	\$2,265.90
RZ6			3 & 4	\$2,097.80		\$2,166.00	\$2,236.40	\$2,309.10	\$2,384.10
RZ7			5	\$2,307.20		\$2,382.20	\$2,459.60	\$2,539.50	\$2,622.00
RZ8		5	-	\$2,825.30		\$2,917.10	\$3,011.90	\$3,109.80	\$3,210.90
RZ9	Scientist Deputy Director / Operations Manager / Business Manager			\$2,608.60		\$2,693.40	\$2,780.90	\$2,871.30	\$2,964.60
SA1	Scientist Director			\$2,916.90		\$3,011.70	\$3,109.60	\$3,210.70	\$3,315.00
SA2	Principal Scientist			\$2,608.60		\$2,693.40	\$2,780.90	\$2,871.30	\$2,964.60
Medical Physicists									
FF1	Medical Physicist	1 (Trainee)	1	\$1,155.60		\$1,193.20	\$1,232.00	\$1,272.00	\$1,313.30
FF2			2	\$1,234.50		\$1,274.60	\$1,316.00	\$1,358.80	\$1,403.00
FF3			3	\$1,294.60		\$1,336.70	\$1,380.10	\$1,425.00	\$1,471.30
FF4			4	\$1,359.20		\$1,403.40	\$1,449.00	\$1,496.10	\$1,544.70
FF5			5	\$1,427.90		\$1,474.30	\$1,522.20	\$1,571.70	\$1,622.80
FF6		2	1	\$1,441.00	\$1,477.00	\$1,525.00	\$1,574.60	\$1,625.80	\$1,678.60
FF7			2	\$1,511.00	\$1,521.00	\$1,570.40	\$1,621.40	\$1,674.10	\$1,728.50
FF8			3	\$1,663.10		\$1,717.20	\$1,773.00	\$1,830.60	\$1,890.10
FF9		3	1	\$1,852.30		\$1,912.50	\$1,974.70	\$2,038.90	\$2,105.20
FF10			2	\$2,013.80		\$2,079.20	\$2,146.80	\$2,216.60	\$2,288.60
FF11			3	\$2,196.90		\$2,268.30	\$2,342.00	\$2,418.10	\$2,496.70

SCHEDULE 2: RATES OF PAY AND ALLOWANCES

SCHEDULE 2: RATES OF PAY AND ALLOWANCES

RATES OF PAY									
PSR Code	Descriptor	Grade	Year	Current Rate	Agreed Grade 2 Uplift	FFPPOA 25 January 2017	FFPPOA 25 January 2018	FFPPOA 25 January 2019	FFPPOA 25 January 2020
						3.25%	3.25%	3.25%	3.25%
FF12			4	\$2,455.30		\$2,535.10	\$2,617.50	\$2,702.60	\$2,790.40
FF13			1 & 2	\$2,616.80		\$2,701.80	\$2,789.60	\$2,880.30	\$2,973.90
FF14			3 & 4	\$2,864.50		\$2,957.60	\$3,053.70	\$3,152.90	\$3,255.40
FF15			5	\$3,090.70		\$3,191.10	\$3,294.80	\$3,401.90	\$3,512.50
FF16		5	-	\$3,273.80		\$3,380.20	\$3,490.10	\$3,603.50	\$3,720.60
FF17	Principal Medical Physicist			\$3,349.10		\$3,457.90	\$3,570.30	\$3,686.30	\$3,806.10
FF18	Medical Physicists Manager (Barwon Health)			\$3,349.10		\$3,457.90	\$3,570.30	\$3,686.30	\$3,806.10
FF20	Medical Physicists Assistant Manager			\$3,349.10		\$3,457.90	\$3,570.30	\$3,686.30	\$3,806.10
FF19	Medical Physicists Manager		Lvl 1	\$3,510.66		\$3,624.80	\$3,742.60	\$3,864.20	\$3,989.80
FF21	Medical Physicists Manager		Lvl 2	\$3,779.90		\$3,902.70	\$4,029.50	\$4,160.50	\$4,295.70

ALLOWANCES

ALLOWANCES						
Allowance Descriptor	Current Rate	FFPPOA 25 January 2017	FFPPOA 25 January 2018	FFPPOA 25 January 2019	FFPPOA 25 January 2020	
		3.25%	3.25%	3.25%	3.25%	
Hospital Pharmacists						
Higher Qualifications Allowance						
Graduate Certificate	\$45.15	\$46.60	\$48.15	\$49.70	\$51.30	
Graduate Diploma, Fellowship Diploma, Post Grad Dip	\$73.35	\$75.75	\$78.20	\$80.75	\$83.35	
MA, M Sc, M Psych	\$84.60	\$87.35	\$90.20	\$93.10	\$96.15	
Ph.D, D Sc	\$112.80	\$116.45	\$120.25	\$124.15	\$128.20	
On-Call Allowance	\$28.20	\$29.10	\$30.05	\$31.05	\$32.05	
On-Call Allowance (public holidays)	\$56.40	\$58.25	\$60.15	\$62.10	\$64.10	
Shift Allowance	\$24.30	\$25.10	\$25.90	\$26.75	\$27.60	
Medical Scientists, Audiologists, Clinical Perfusionists & Dietitians (as applicable)						
Change of Roster	\$24.90	\$25.70	\$26.55	\$27.40	\$28.30	
Higher Qualifications						

SCHEDULE 2: RATES OF PAY AND ALLOWANCES

ALLOWANCES					
Allowance Descriptor	Current Rate	FFPPOA 25 January 2017	FFPPOA 25 January 2018	FFPPOA 25 January 2019	FFPPOA 25 January 2020
		3.25%	3.25%	3.25%	3.25%
Scientists					
Graduate Certificate	\$46.20	\$47.70	\$49.25	\$50.85	\$52.50
Graduate Diploma	\$75.10	\$77.55	\$80.05	\$82.65	\$85.35
MA, M Sc, M App. Sc., MAIP	\$86.65	\$89.45	\$92.35	\$95.40	\$98.50
FAACB, FAIMLS, Ph.D, D Sc, FAIP, FIMLS, FHGSA	\$115.55	\$119.30	\$123.20	\$127.20	\$131.30
Audiologists					
Graduate Certificate	\$46.20	\$47.70	\$49.25	\$50.85	\$52.50
Graduate Diploma	\$75.10	\$77.55	\$80.05	\$82.65	\$85.35
M.Aud, M Sc, M App. Sc.	\$86.65	\$89.45	\$92.35	\$95.40	\$98.50
Ph.D, D Sc	\$115.55	\$119.30	\$123.20	\$127.20	\$131.30
Cardiovascular Perfusionists					
Graduate Certificate	\$46.20	\$47.70	\$49.25	\$50.85	\$52.50
Graduate Diploma	\$75.10	\$77.55	\$80.05	\$82.65	\$85.35
MAACB, M Sc, M App. Sc., MAIP,	\$86.65	\$89.45	\$92.35	\$95.40	\$98.50
FAACB, FAIMLS, Ph.D, D Sc, FAIP, FIMLS	\$115.55	\$119.30	\$123.20	\$127.20	\$131.30
Dietitians					
Graduate Certificate	\$45.35	\$46.80	\$48.35	\$49.90	\$51.55
Graduate Diploma	\$73.75	\$76.15	\$78.60	\$81.20	\$83.80
M Sc	\$85.05	\$87.80	\$90.65	\$93.60	\$96.65
Ph.D, D Sc	\$113.45	\$117.15	\$120.95	\$124.85	\$128.95
On-Call Allowance	\$26.65	\$27.50	\$28.40	\$29.35	\$30.30
On-Call Allowance (public holidays)	\$53.35	\$55.10	\$56.85	\$58.70	\$60.65
Sole Allowance	\$49.75	\$51.35	\$53.05	\$54.75	\$56.55
Shift Allowance					
Morning Shift	\$24.90	\$25.70	\$26.55	\$27.40	\$28.30
Afternoon Shift	\$24.90	\$25.70	\$26.55	\$27.40	\$28.30
Night Shift	\$75.85	\$78.30	\$80.85	\$83.50	\$86.20
Permanent Night Shift	\$81.30	\$83.95	\$86.65	\$89.50	\$92.40
Change of Shift	\$39.80	\$41.10	\$42.45	\$43.80	\$45.25
Psychologists					

SCHEDULE 2: RATES OF PAY AND ALLOWANCES

SCHEDULE 2: RATES OF PAY AND ALLOWANCES

ALLOWANCES						
Allowance Descriptor		Current Rate	FFPPOA 25 January 2017	FFPPOA 25 January 2018	FFPPOA 25 January 2019	FFPPOA 25 January 2020
			3.25%	3.25%	3.25%	3.25%
Change of Roster		\$24.45	\$25.25	\$26.05	\$26.90	\$27.80
Higher Qualifications						
Graduate Certificate		\$43.40	\$44.80	\$46.25	\$47.75	\$49.30
Graduate Diploma		\$70.50	\$72.80	\$75.15	\$77.60	\$80.10
MA, M Sc, M Psych		\$81.35	\$84.00	\$86.70	\$89.55	\$92.45
Ph.D, D Sc		\$108.45	\$111.95	\$115.60	\$119.35	\$123.25
Shift Allowance						
Morning Shift		\$24.45	\$25.25	\$26.05	\$26.90	\$27.80
Afternoon Shift		\$24.45	\$25.25	\$26.05	\$26.90	\$27.80
Night Shift		\$74.50	\$76.90	\$79.40	\$82.00	\$84.65
Permanent Night Shift		\$82.40	\$85.10	\$87.85	\$90.71	\$93.65
Change of Shift		\$39.10	\$40.35	\$41.70	\$43.05	\$44.45
CATT on-call allowance		\$129.25	\$133.45	\$137.80	\$142.25	\$146.90
Medical Physicists						
Higher Qualifications						
Graduate Certificate		\$46.20	\$47.70	\$49.25	\$50.85	\$52.50
Graduate Diploma		\$75.10	\$77.55	\$80.05	\$82.65	\$85.35
MA, M Sc, M Psych		\$86.65	\$89.50	\$92.35	\$95.40	\$98.50
Ph.D, D Sc		\$115.55	\$119.30	\$123.20	\$127.20	\$131.30
Shift Allowance						
Morning Shift		\$28.90	\$29.85	\$30.80	\$31.80	\$32.85
Afternoon Shift		\$28.90	\$29.85	\$30.80	\$31.80	\$32.85
Night Shift		\$88.05	\$90.90	\$93.85	\$96.90	\$100.05
Permanent Night Shift		\$97.40	\$100.55	\$103.85	\$107.20	\$110.70
Change of Shift		\$46.20	\$47.70	\$49.25	\$50.85	\$52.50
On-call allowance		\$28.90	\$29.85	\$30.80	\$31.80	\$32.85
On-Call Allowance (public holidays)		\$57.80	\$59.70	\$61.60	\$63.60	\$65.70
Change of Roster		\$28.90	\$29.85	\$30.80	\$31.80	\$32.85
Sole Allowance		\$57.80	\$59.70	\$61.60	\$63.60	\$65.65

SCHEDULE 2: RATES OF PAY AND ALLOWANCES

ALLOWANCES						
Allowance Descriptor		Current Rate	FFPPOA 25 January 2017	FFPPOA 25 January 2018	FFPPOA 25 January 2019	FFPPOA 25 January 2020
			3.25%	3.25%	3.25%	3.25%
Genetic Counsellors						
Higher Qualifications						
Graduate Diploma (other than in Genetic Counselling)		\$74.70	\$77.15	\$79.65	\$82.20	\$84.90
Masters		\$86.20	\$89.00	\$91.90	\$94.90	\$97.95
Ph.D		\$114.95	\$118.70	\$122.55	\$126.55	\$130.65
Other Allowances						
Weekly Salary Exceeds Grade 3 Year 2 scientist rate)		\$1,759.70	\$1,816.90	\$1,875.95	\$1,936.90	\$1,999.85
Loading Amount (5 weeks annual leave)		\$1,539.75	\$1,589.80	\$1,641.45	\$1,694.80	\$1,749.90
Meal Allowance						
Overtime >1 hr		\$12.61	\$13.00	\$13.45	\$13.90	\$14.35
Overtime > 4hrs (extra)		\$8.70	\$8.90	\$9.25	\$9.60	\$9.90
Recall > 2 hrs		\$12.20	\$12.60	\$13.00	\$13.45	\$13.85
Recall > 4 hrs (extra)		\$8.42	\$8.70	\$9.00	\$9.25	\$9.55
Trainees		\$8.83	\$9.10	\$9.40	\$9.70	\$10.05
Others		\$19.45	\$20.10	\$20.75	\$21.40	\$22.10
Self-contained furnished accommodation		\$30.07	\$31.05	\$32.05	\$33.10	\$34.15
Cafeteria rates additional		\$12.41	\$12.80	\$13.25	\$13.65	\$14.10
Uniform Allowance						
Per day (or part thereof)		\$1.13	\$1.15	\$1.20	\$1.25	\$1.30
Per week		\$5.63	\$5.80	\$6.00	\$6.20	\$6.40
Laundry Allowance						
Per day (or part thereof)		\$0.26	\$0.27	\$0.28	\$0.29	\$0.30
Per week		\$1.36	\$1.40	\$1.45	\$1.50	\$1.55

SCHEDULE 3: CLASSIFICATION DESCRIPTORS AND HIGHER QUALIFICATION ALLOWANCES

1. AUDIOLOGISTS

This clause should be read in conjunction with SCHEDULE 2.

1.1 Audiologist Grade I

- (a) An Audiologist Grade I is an Audiologist who performs audiology work under the routine direction of a more experienced audiologist.
- (b) For the purpose of this clause:
 - (i) the 1st year of experience after qualification shall be deemed to commence on the 1st day of January in the year following the year during which the Audiologist presented himself/herself for final examination or presents their final thesis for examination which, if successful, would entitle the Audiologist to the degree of Masters of Science/Audiology;
 - (ii) where an Audiologist is required to attend a supplementary examination, or make amendments to their thesis, such Audiologist shall, if successful, be deemed to have passed the requirements of the degree of Masters of Science/Audiology in the year during which such final examination was held or the thesis submitted
 - (iii) when an Audiologist Grade I - 1st year of experience after qualification commences employment during the first year after qualification, such Audiologist shall be advanced to the classification Audiologist Grade I - 2nd year of experience after qualification as from the 1st day of January in the next succeeding year.
 - (iv) Provided that:
 - A. an Audiologist who holds or is qualified to hold the degree of Master of Science/Audiology and is engaged as an Audiologist Grade 1 Year 1 shall not be entitled to the higher qualification payment prescribed in clause 1.8 in SCHEDULE 3 for a period of two years; and
 - B. an Audiologist who holds or is qualified to hold the degree of Doctor of Philosophy in Audiology shall be entitled to be classified as an Audiologist Grade I, 2nd year of experience after qualification, provided further that an Audiologist so classified shall not be entitled to the higher qualification payment prescribed in clause 1.8 in SCHEDULE 3 for a further period of two years.

1.2 Audiologist - Grade II

- (a) An Audiologist Grade II is an Audiologist who:
 - (i) supervises Grade I Audiologists; or
 - (ii) has responsibility for the supervision of Masters of Science/Audiology students. With the proviso that reclassification under this provision shall not be open to Audiologists with less than three years clinical experience; or

SCHEDULE 3: CLASSIFICATION DESCRIPTORS AND HIGHER QUALIFICATION ALLOWANCES

- (iii) is engaged in clinical work requiring special knowledge and breadth of experience; or
 - (iv) is the sole Audiologist employed by a health service.
 - (b) Provided that an "Audiologist Grade I –4th year of experience and thereafter appointed to this grade shall be paid at the "Audiologist Grade II - 2nd year after appointment" rate.
- 1.3 Audiologist - Grade III**
- An Audiologist Grade III is an Audiologist who in addition to meeting the requirements of Grade II, has at least five years' experience in the field and:
- (a) is engaged in specialised diagnostic or clinical work with a research or developmental thrust; and/or
 - (b) supervises Grade I and Grade II Audiologists; and/or
 - (c) is responsible for the clinical training and practical placement of Audiology students; and/or
 - (d) is a Deputy to a Grade IV Audiologist; and/or
 - (e) is a Senior Clinician Grade III.
- 1.4 Senior Clinician (Grade III)**
- A Senior Clinician Grade III is an Audiologist possessing clinical expertise in a branch of audiology that requires specialist knowledge above the requirements for Audiologist Grade II, with at least 7 years' experience, and who is required to undertake some of the following duties and responsibilities:
- (a) consultative role; and/or
 - (b) lecturing in an aspect of audiology; and/or
 - (c) teaching under-graduates and/or post-graduate students; and/or
 - (d) providing education to staff from other disciplines.
- 1.5 Audiologist Grade IV**
- An Audiologist Grade IV is an audiologist who, in addition to meeting the requirements for Audiologist Grade III, is in charge of an audiology unit in a health service and is responsible for the organisation of an audiology unit of 3 or more equivalent full-time audiologists (including themselves) and for the supervision of audiology staff.
- 1.6 Deputy Director of Allied Health - Audiologist**
- An Audiologist appointed as Deputy Director of Allied Health shall be paid at the Scientist Deputy Director rate of pay.
- 1.7 Director of Allied Health - Audiologist**
- Where an 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 2.
- 1.8 Audiologists – Higher Qualifications Allowance**
- (a) Where an Audiologist has a higher qualification they shall be paid, in addition to the rates of pay prescribed in SCHEDULE 2, the following:
 - (i) for Graduate Certificate or other recognised equivalent qualification, the sum of 4% of the base rate as defined;
 - (ii) 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;

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- (iii) for Master of Audiology, Master of Science, Master of Applied Science, or any other recognised equivalent qualification from a tertiary institution, the sum of 7.5% of the base rate as defined; or
 - (iv) for Doctor of Science, Doctor of Philosophy in Audiology, or any other recognised equivalent qualification from a tertiary institution, the sum of 10% of the base rate as defined.
- (b) Such allowance shall not be cumulative in the case of multiple higher qualifications.
- (c) The base rates of pay for the purpose of this clause shall be "Medical Scientist Grade I, Year 3".

2. CLINICAL PERFUSIONISTS

This clause should be read in conjunction with SCHEDULE 2.

2.1 Clinical Perfusionist - Grade I (Perfusionist-in-Training)

- (a) A person appointed as such who holds, or is qualified to hold, an appropriate tertiary qualification (Bachelor of Science, Bachelor of Applied Science or equivalent qualification) and who is training in perfusion duties.
- (b) Provided that:
 - (i) A Clinical Perfusionist who holds or is qualified to hold the degree of Bachelor of Applied Science Honours or Bachelor of Science Honours (four year course) shall be entitled to be classified as a "Clinical Perfusionist - grade I, 2nd year of experience after qualification";
 - (ii) a Clinical Perfusionist who holds or is qualified to hold the degree of Master of Applied Science or Master of Science shall be entitled to be classified as a "Clinical Perfusionist - grade I, 3rd year of experience after qualification", provided further that a Clinical Perfusionist so classified shall not be entitled to the higher qualification payment prescribed in 2.5 for a further period of two years;
 - (iii) a Clinical Perfusionist who holds or is qualified to hold a degree of Doctor of Philosophy shall be entitled to be classified as a "Clinical Perfusionist - grade I, 5th year of experience after qualification", provided further that a Clinical Perfusionist so classified shall not be entitled to the higher qualification payment prescribed in 2.5, for a further period of two years; and
 - (iv) a Clinical Perfusionist who has gained experience under any other part or clause of this Agreement shall be entitled to be classified at the "year of experience after qualification" which would equate to the total of that experience under sub clauses (i), (ii), or (iii) above.

2.2 Certified Clinical Perfusionist - Grade 2

A person who has obtained the qualification of Certified Clinical Perfusionist of the Australasian Board of Cardiovascular Perfusion or equivalent qualification who is capable of performing perfusion duties of a complex nature. including research and developmental tasks.

2.3 Clinical Perfusionist Grade 3

A person with at least 5 years' experience as a certified perfusionist, and who in addition to the requirements of Grade 2 is required to undertake some of the following duties and responsibilities:

- (a) undertakes research and developmental tasks and/or
- (b) is responsible for the supervision of perfusionists-in-training and/or
- (c) provides education and in-service training to other health professionals and/or
- (d) is the recognised specialist in support therapies including ECMO (extra- corporeal membrane oxygenation) and/or VADS (ventricular assist devices) and/or IABP (intra-aortic balloon pump) and/or
- (e) is responsible for establishing and maintaining clinical perfusion guidelines and protocols and/or
- (f) is responsible for co-ordination and communication with other health professionals, including biomedical engineers, and with suppliers to maintain perfusion services/optimal patient outcomes and/or

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- (g) is Deputy to a Grade 4 perfusionist, and may undertake duties as delegated by the Perfusionist in Charge.
- 2.4 Clinical Perfusionist Grade 4**
 - (a) Perfusionist-in-charge of a team Perfusionists.
 - (b) The Perfusionist-in-Charge is expected to:
 - (i) exercise organisational, supervisory and management skills;
 - (ii) exercise mature technical and clinical knowledge and judgement as it relates to patient care and to the operation and testing of equipment,
 - (iii) continuously develop expertise, keeping up with advances in the relevant body of technical and clinical knowledge;
 - (iv) seek and utilise other specialist advice where required
 - (v) coordinate and communicate with surgical and anaesthetic staff.
- 2.5 Clinical Perfusionists – Higher Qualifications Allowance**
 - (a) Where a Clinical Perfusionist has a higher qualification they shall be paid, in addition to the rates of pay prescribed in SCHEDULE 2, the following:
 - (i) for Graduate Certificate in Clinical Perfusion, or other recognised equivalent qualification, the sum of 4% of the base rate as defined;
 - (ii) 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;
 - (iii) for Member of the Australian Association of Clinical Biochemists, Diploma of Bacteriology, Master of. Science, Master Of Applied Science, Member of the Australian Institute of Physics, Human Genetics Society of Australasia Certified Cytogeneticist, Graduate Diploma in Health Administration or other recognised equivalent Degree or Diploma from a tertiary institution the sum of 7.5% of the base rate as defined; or
 - (iv) for Fellow of the Australian Association of Clinical Biochemists, Fellow of the Australian Institute of Medical Scientists, Doctor of Science, Doctor of Philosophy, Fellow of the Australian Institute of Physics, Member of the Royal College of Pathologists or other recognised equivalent qualification, the sum of 10% of the base rate as defined.
 - (b) Such allowance shall not be cumulative in the case of multiple higher qualifications.
 - (c) The base rate of pay for the purpose of this clause shall be Clinical Perfusionist Grade 1, Year 3.

3. DIETITIANS

This clause should be read in conjunction with SCHEDULE 2.

3.1 Dietitian Grade 1

A Dietitian who performs dietetics work under the routine direction and supervision of a more experienced Dietitian, provided that:

- (a) a Dietitian who holds or is qualified to hold the degree of Bachelor of Science with Honours shall be entitled to commence on the rate of Dietitian Grade 1, 3rd year of experience after qualification;
- (b) a Dietitian who holds or is qualified to hold the degree of Master of Science shall be entitled to commence on the rate of Dietitian Grade 1, 4th year of experience after qualification, provided further that such Dietitian shall not be entitled to the higher qualification payment for a further period of two years; or
- (c) a Dietitian who holds or is qualified to hold the degree of Doctor of Philosophy shall be entitled to commence on the rate of Dietitian Grade 1, 5th year of experience after qualification, provided further that such Dietitian shall not be entitled to the higher qualification payment for a further period of two years.

3.2 Dietitian Grade 2

A Dietitian required to undertake the following duties or responsibilities:

- (a) is in charge of a section of a Department; or
- (b) supervises dietetic students and/or Grade 1 dietitians; or
- (c) is employed on work requiring experience and expertise in one or more of the following: clinical nutrition, nutrition education, health promotion, nutritional support, paediatrics or rehabilitation; or
- (d) is a sole practitioner.

3.3 Dietitian Grade 3

A Dietitian who is required to undertake additional duties or responsibilities, or required to have clinical expertise above the requirements for Grade 2, in accordance with the following criteria:

- (a) A Dietitian who is in charge of a Nutrition Department in a Group 2 health service; or
- (b) A Dietitian appointed deputy to the Dietitian in charge of a Group 1 Department/Service in a health service or who is required to undertake a significant administrative role within a Grade 1 Department or Service, including some of the following:
 - (i) Monitoring targets and key performance indicators for the service or a part of the service;
 - (ii) Planning & management of the strategic direction of a dietetic team
 - (iii) Advocating to management on behalf of the team;
 - (iv) Involvement in staff recruitment and performance appraisal;
 - (v) Coordination of staff professional development;
 - (vi) Supervision of other staff, which may include Grade 2 Dietitians; or,

3.4 Senior Clinician Grade 3

- (a) A Dietitian possessing clinical expertise in a branch of dietetics/nutrition that requires specialist knowledge above the requirement for Grade 2, with at

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least 7 years' experience, and who is required to undertake some of the following duties and responsibilities:

- (i) mentoring and/or professional supervision of Grade 1 and Grade 2 Dietitians
- (ii) coordination of dietetic student placements; liaison with university clinical educators;
- (iii) acting on expert advisory committees;
- (iv) project planning, management & evaluation;
- (v) professional advocacy, providing specialist advice to other dietitians;
- (vi) taking a key role in chronic disease management;
- (vii) ongoing and active involvement in research and/or quality improvement (either directly or as a supervisor);
- (viii) lecturing in dietetics/nutrition; and
- (ix) providing education, specialist advice and secondary consultation to clinicians from other disciplines,

provided that in addition to the above, a Senior Clinician in community health will have completed or partially completed a post-graduate qualification in a field relevant to community-based Dietetics, such as Masters or Postgraduate Diploma in Health Promotion, Diabetes Education, or Public Health, or a similar course of study; and may be required to be involved in policy development, quality group education; workplace training, or strategic planning.

3.5 **Community Health Team Leader (however titled)**

A Dietitian with at least seven years' experience as a Dietitian in community health or in a public health setting who is responsible for leading a team of community health workers, and who has supervisory responsibilities which include:

- (a) Monitoring targets and Key Performance Indicators;
- (b) Planning & management of the strategic direction of the team;
- (c) Advocating to management on behalf of the team;
- (d) Involvement in staff recruitment and performance appraisal;
- (e) Coordination of staff professional development;
- (f) Supervision of other staff.

3.6 **Dietitian Grade 4**

A Dietitian who has additional responsibilities or clinical expertise above the requirements for Grade 3 in accordance with the following criteria:

- (a) is a Dietitian who is in charge of a Group 1 Department or service in a health service; or,
- (b) is appointed Deputy to a Manager Dietetics and Nutrition Services; or
- (c) is required to undertake a significant administrative role within a Group 1 Department/Service, including:
 - (i) Managing a service at campus level of a multi-campus health service; and/or
 - (ii) exercising financial management responsibilities such as monitoring expenditure, providing reports to the Board and contributing to the preparation of budgets; and/or

- (iii) exercising human resources management responsibilities including staff recruitment and performance appraisal; and/or
- (iv) contributing to the overall growth and development and strategic goals of the organisation; and/or
- (v) developing partnerships with other organisations; and/or
- (vi) representing dietetics on relevant committees & working groups both internal and external to the organization; and/or
- (vii) has an ongoing and active involvement in research and / or quality improvement either directly or as a supervisor.

3.7 Senior Clinician Grade 4

A Dietitian with at least 10 years' postgraduate experience who is responsible for the mentoring and supervision of Grade 3 dietitians and for providing clinical leadership in an area(s) of dietetic practice. In addition to satisfying the requirements of a Senior Clinician Grade 3, a Senior Clinician Grade 4 shall satisfy one or more of the following criteria:

- (a) Advanced Clinical Practice
 - (i) As a recognised dietetic specialist in an area(s) of dietetic practice, provides specialised clinical services to patients within their area of clinical expertise. This may include referrals from other health services; and/or
 - (ii) Has higher academic achievements. One element which will be considered is the attainment of a higher qualification as prescribed as by sub clause 3.11(a)(iv) of this schedule; and/or
- (b) Teaching and Education
 - (i) Teaching or academic supervision of undergraduates and/or post graduate students and/or provision of specialist dietetic education programmes to staff from other disciplines. May have an honorary academic appointment; and/or
- (c) Research
 - (i) Directing and coordinating dietetic research and/or having responsibility for extensive research or practice development demonstrated through research publications and being a major initiator of funding applications; and/or
- (d) Special Projects
 - (i) Directing and coordinating special projects or clinical trials where relevant; or
- (e) Community Health Dietitian Manager

A Dietitian with at least 10 years postgraduate experience as a Dietitian in a community health or public health setting with management responsibilities, and who is required to undertake some of the following duties and responsibilities:

 - (i) Managing an area of the Community Health Service; and/or
 - (ii) overseeing Grade 3 Community Team Leaders, which may include teams led by other health professionals; and/or
 - (iii) exercising financial management responsibilities such as monitoring expenditure, providing reports to the Board and contributing to the preparation of budgets; and/or

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- (iv) exercising human resources management responsibilities including staff recruitment and performance appraisal; and/or
- (v) contributing to the overall growth and development and strategic goals of the organisation; and/or
- (vi) developing partnerships with other organisations; and/or
- (vii) Having responsibility for quality assurance within their programs/areas.

3.8 **Manager Dietetics and Nutrition Services**

A dietitian who has responsibility for the management of all dietetic/ nutrition services across a multi-campus health service, where at least one campus is a Group 1 Department, and/or who has management responsibility for food services in a health service.

3.9 **Deputy Director of Allied Health**

A Dietitian appointed as Deputy Director of Allied Health shall be paid at the Scientist Deputy Director rate of pay.

3.10 **Director of Allied Health**

A Dietitian appointed as Director of Allied Health shall be paid at the Scientist Director rate of pay.

3.11 **Dietitians – Higher Qualifications Allowance**

- (a) Where a Dietitian has a higher qualification they shall be paid, in addition to the rates of pay prescribed in SCHEDULE 2, the following:
 - (i) for Graduate Certificate or other recognised equivalent qualification, the sum of 4% of the base rate as defined;
 - (ii) for Graduate Diploma in Dietetics, or Graduate Diploma in Health Administration or other recognised equivalent qualification, the sum of 6.5% of the base rate as defined;
 - (iii) for Master of Science, Master of Science in Dietetics, Human Genetics Society of Australasia Certified Cytogeneticist, or any other recognised equivalent qualification from a tertiary institution, the sum of 7.5% of the base rate as defined;
 - (iv) for Doctor of Philosophy, Doctor of Science in Dietetics, Fellowship of the Australian Institute of Medical Scientists, or any other recognised equivalent qualification from a tertiary institution, the sum of 10% of the base rate as defined.
- (b) Such allowance shall not be cumulative in the case of multiple higher qualifications.
- (c) The base rates of pay for the purpose of this clause shall be Dietitian Grade 1, Year 3.

3.12 **Grouping of Departments of Dietetics and Nutrition**

For the purpose of dietitians covered by this Agreement

3.13 **Multi Campus Health Services**

- (a) The following health services are identified for the purposes of sub clause 3.8 of this schedule (Manager Dietetics and Nutrition Services)
 - (i) Alfred Health
 - (ii) Austin Health
 - (iii) Barwon Health

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- (iv) Eastern Health
- (v) Melbourne Health
- (vi) Northern Health
- (vii) Peninsula Health
- (viii) Royal Children's Hospital
- (ix) Southern Health
- (x) St. Vincent's Health
- (xi) Western Health
- (b) Group 1 Departments:
 - (i) Alfred Health (Alfred campus)
 - (ii) Austin Health (Austin Hospital campus)
 - (iii) Alfred Health (Caulfield General Medical Centre)
 - (iv) Barwon Health (Geelong Hospital campus)
 - (v) Eastern Health (Box Hill campus)
 - (vi) Latrobe Regional Hospital
 - (vii) Melbourne Health (Parkville campus)
 - (viii) Northern Health (The Northern Hospital)
 - (ix) Peninsula Health (Frankston Hospital campus)
 - (x) Southern Health (Dandenong campus)
 - (xi) Southern Health (Kingston Centre)
 - (xii) Southern Health (MMC campus)
 - (xiii) St. Vincent's Health (St. Vincent's Hospital campus)
 - (xiv) Western Health (Western Hospital campus)
- (c) Group 1 Services
 - (i) Ballarat Health Service
 - (ii) Bendigo Health Service
 - (iii) Eastern Health (inner)
 - (iv) Eastern Health (outer)
 - (v) Peter MacCallum Cancer Service
- (d) Group 2 Departments
 - (i) Ballarat Health Service (Queen Elizabeth Centre)
 - (ii) Barwon Health (Grace McKellar Centre)
 - (iii) Djerriwarrh Health Service
 - (iv) Goulburn Valley Base Health
 - (v) Melbourne Health (Royal Park campus)
 - (vi) Mercy Health and Aged Care (Werribee Campus)
 - (vii) Mildura Base Hospital
 - (viii) Mount Alexander Hospital

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- (ix) North East Health Wangaratta
- (x) Northern Health (Bundoora Extended Care)
- (xi) Northern Health (Craigieburn Health Service)
- (xii) Royal Women's Hospital
- (xiii) South West Health Care
- (xiv) Southern Health (Casey Hospital)
- (xv) Swan Hill District Hospital
- (xvi) Western District Health Service

3.14 Criteria for Classification of Departments of Nutrition and Dietetics

Departments will be classified into groups according to the criteria and point scores set out herein.

Criteria	Points weighting
Services	
Beds average occupancy over twelve months per 50 or part thereof	1
Outpatients up to 5 sessions per week	1
6 to 10 sessions per week	2
11 or more sessions per week	4
Specialisation - gastroenterology, renal, endocrine, ICU/ burns/ transplantation, nutrition support service, cardiac, oncology, obstetrics/gynaecology, HIV, paediatric	
Per specialist unit with significant involvement; or	1/2
is a recognised state referral centre for one of these; or	5
is recognised as a major base for developing health promotion programmes in nutrition	3
Regional - provides administrative and/or professional services to other agencies under formal arrangements	2
Other features	
(One point is deducted for each feature which Department does not have)	
Standards of care/treatment policy guidelines are documented and updated	-1
An active patient care audit programme operates	-1
Performance of all professional staff is appraised regularly	-1
Inpatient menus facilitate patient compliance with dietary guidelines	-1
A monitoring system exists to identify inpatients at nutritional risk	-1
Dietitians attend multidisciplinary patient care team meetings routinely	-1
A staff development programme operates in the Department	-1
Staffing	

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Criteria			Points weighting
Dietitians per EFT			3
Non-professional staff	administrative responsibility	< 5	2
		> 5	4
	functional responsibility	< 5	1
		> 5	2

Administration

Responsible to the CEO or Medical Director or Director of Allied Health or member of Health Service Executive for budget control and other management functions	5
Administratively responsible for part of the food service	2

Teaching

Placement of student Dietitians for practical training	2
Major centre for student training	4
Established role in training of nurses or other health professionals	1

Groupings

Group 1 Departments	- an aggregate score of 36 points or more
Group 2 Departments	- an aggregate score of up to 35 points

4. GENETIC COUNSELLORS

This clause should be read in conjunction with SCHEDULE 2.

4.1 Classification of Employees – Preamble

- (a) **Genetic Counsellor** means a person who is certified by the Board of Censors for Genetic Counselling (the Board) of the Human Genetics Society of Australasia (HGSA) or equivalent international body.
- (b) **Associate Genetic Counsellor** means a person whom the Board of Censors for Genetic Counselling (the Board) of the Human Genetics Society of Australasia (HGSA) has determined fulfils the eligibility requirements to undertake HGSA certification in genetic counselling (is "Board Eligible")
- (c) Genetic counselling activities are guided by the policies of the Human Genetics Society of Australasia (HGSA). These include guidelines for the practice of genetic counselling, for training, certification in genetic counselling and for the structure of clinical genetics units in Australasia. The Australasian Society of Genetic Counsellors (a special interest group of the HGSA) has a code of ethics for Genetic Counsellors. In order to achieve best practice the guidelines and code will be respected and used as a reference by Genetic Counsellors and their Employers.
- (d) The Board of Censors for Genetic Counselling (the Board) of the Human Genetics Society of Australasia (HGSA) assesses candidates, and makes recommendations to the HGSA Council for the certification of genetic counsellors and accreditation of postgraduate genetic counselling training programs. The HGSA grants certification via two successive stages:
 - (i) Board Eligible to Undertake Certification (Associate Genetic Counsellor) — which requires a two year clinical Masters in Genetic Counselling qualification or equivalent and employment in a genetic counselling role.
 - (ii) Certification (Genetic Counsellor) — which requires employment in a genetic counselling role and satisfactory completion of a prescribed body of work related to clinical practice. Certified Genetic Counsellors are expected to participate in the maintenance of professional standards (MOPS) program.
- (e) To attain certification, candidates must satisfy the knowledge, skills and competency requirements of the Board and demonstrate full competency as a genetic counsellor. Refer to the Guidelines for Training and Certification in Genetic Counselling
- (f) An Associate Genetic Counsellor who achieves certification shall progress one increment in the salary structure.
- (g) A genetic counsellor who has only achieved certification in the cancer specialty area (available before 2008) shall be considered an Associate Genetic Counsellor if not working in that specialty area, and shall be employed according to their skills and experience, but no higher than the highest level of Grade 2.
- (h) Subject to satisfactory performance, Genetic Counsellors will progress by annual increments to the highest level in Grade 3, provided certification is achieved for progression to Grade 3. Advancement beyond Grade 3 will be by promotion to an available position. A genetic counsellor may seek to have his/her classification level reviewed.
- (i) Sub-clauses 4.2 to 4.6 define the professional structure for Genetic Counsellors. They should be read in conjunction with the position description and/or duty statement of any given genetic counselling position which defines the specific duties, and requirements of that position.

4.2 Grade 1 Associate Genetic Counsellor

- (a) A Grade 1 Counsellor will be expected to perform fundamental/basic genetic counselling activities. Policy, precedent, professional standards and expertise will guide these activities. The Grade 1 Counsellor has ready access to the guidance of both a HGSA certified Genetic Counsellor and medical geneticist, and works under their supervision.
- (b) A Grade 1 Counsellor holds a Masters of Genetic Counselling qualification or equivalent or has the former Part 1 certification. Grade 1 may include a Genetic Counsellor who holds the former Part 2 certification in a specialty area, where that specialty training is of a minimum duration of one year.
- (c) The following are the entry points for employment of a Grade 1 Genetic Counsellor:
 - (i) Genetic Counsellor Grade 1 Year 1 - Board eligible former Part 1 HGSA certification in genetic counselling and no relevant work experience.
 - (ii) Genetic counsellor Grade 1 Year 2 - Holds a two year clinical Masters in Genetic Counselling (excluding Griffiths University) or equivalent. Provided that the holder of a relevant Masters qualification will not be entitled to be paid the Masters Higher Qualifications Allowance until the third year of his/her employment.
 - (iii) Genetic Counsellor Grade 1 Year 3 - Holds a two year clinical Masters in Genetic Counselling (excluding Griffiths University) and a PhD in a relevant discipline. Provided that the holder of a relevant doctoral qualification will not be entitled to be paid the Doctoral Higher Qualifications Allowance until the third year of his/her employment.

4.3 Grade 2 Associate Genetic Counsellor and Certified Genetic Counsellor

- (a) A Grade 2 Counsellor will be expected to perform the work of a Grade 1 Counsellor but with a greater degree of depth, complexity and autonomy. The Grade 2 Counsellor takes responsibility, in the context of a genetic team, for the management of more complex cases with respect to genetic issues, and may provide workplace supervision to a Grade 1 Counsellor. She or he is expected to contribute to the direction of the service. Policy, precedent, professional standards, and expertise will guide these activities.
- (b) The Grade 2 Counsellor participates in the development and definition of policy and procedure in conjunction with team members. A Grade 2 counsellor requires routine supervision to general direction, depending on tasks involved and experience.
- (c) A Grade 2 Counsellor meets the eligibility requirements to undertake HGSA certification in genetic counselling and has at least one year experience as a Grade 1 Counsellor (ie previous work experience in genetic counselling).

4.4 Grade 3 Certified Genetic Counsellor

- (a) A Grade 3 Counsellor is a certified genetic counsellor. She or he is expected to perform higher-level genetic counselling activities and make a contribution to the development of both the service and the development of other genetic counselling professionals. A Grade 3 Counsellor is expected to make significant contributions to the clinical activities of the health service and play a major role in professional activities, quality assurance and/or research.
- (b) Entry level to Grade 3 is contingent upon the Counsellor having certification in genetic counselling, provided that in the case of a specialised certification the counsellor is working in that area of specialisation.

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- (c) A Grade 3 counsellor is expected to perform the work of a Grade 2 Counsellor but to a more complex/sophisticated level and to participate to a greater extent in activities relating to service development.

4.5 **Grade 4 Certified Genetic Counsellor**

- (a) **Grade 4A.** A Grade 4A Counsellor is a HGSA certified Genetic Counsellor. S/he is expected to make a significant contribution to the management and development of a service area, and make a significant contribution to the clinical activities of the health service, within the employing organisation. She or he is expected to play a major role in professional activities including education and supervision, quality assurance and/or research. A Grade 4A Counsellor is expected to perform the work of a Grade 3 Counsellor to a more complex/sophisticated level and to participate to a greater extent in genetic counselling professional activities, and in activities relating to service management, development or delivery.
- (b) **Grade 4B.** A Grade 4B counsellor, in addition to the duties employed by a Grade 4A Counsellor, will be expected to manage a complex service area of the employing organisation.

4.6 **Grade 5 Senior Genetic Counsellor**

A Grade 5 Counsellor is a HGSA certified Genetic Counsellor, and is classified as a senior Genetic Counsellor. S/he will be expected to exercise primary responsibility in providing leadership within the professional group and /or the service/organisation. S/he provides clinical leadership within the discipline and may provide leadership to other professionals within the organisation. A counsellor at this grade fosters excellence in clinical care, professional activities, research, education and policy development. She or he makes a significant contribution to the management of a clinical service or research group or the organisation.

4.7 **Higher Qualifications Allowance**

Where a genetic counsellor has a higher qualification s/he shall be paid, in addition to the rates of pay prescribed in the appropriate clause, the following:

- (a) Masters in Genetic Counselling (excluding Griffith University) or equivalent, Master of Health Science (Genetic Counselling), Master of Science (Genetics), Master of Social Work, Master of Psychology the sum of 7.5% of the base rate;
- (b) Doctor of Philosophy (Genetic Counselling, Genetics, Psychology, Social Work) the sum of 10% of the base rate.
- (c) For the purposes of (a) and (b) the base rate for Genetic Counsellors higher qualifications is Grade 1 year 2.

5. MEDICAL PHYSICISTS

This clause should be read in conjunction with SCHEDULE 2.

- 5.1 This classification structure only applies to Medical Physicists employed by Austin Health, Barwon Health, Alfred Health, and Peter MacCallum Cancer Centre. Other health services who engage Medical Physicists as defined at clause 11(o) will use the classification structure in this clause.

5.2 Grade 1 - Medical Physicist Trainee

- (a) 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.
- (b) The following are the entry points for Medical Physicists:
 - (i) Physicists: Medical Physicist Grade 1 Year 1 (Base);
 - (ii) Medical Physicist Grade 1 Year 2 (Honours);
 - (iii) Medical Physicist Grade 1 Year 3 (Masters)
 - (iv) Medical Physicist Grade 1 Year 5 (PhD);
- (c) 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.
- (d) 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.
- (e) The employee would commence post-graduate training.
- (f) 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.
- (g) Medical Physicist trainees will not be entitled to a higher qualifications allowance.

5.3 Grade 2 - Medical Physicist

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) A Medical Physicist at Grade 2 does not supervise Grade 1 Medical Physicists.

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5.4 **Grade 3 - Medical Physicist**

A Medical Physicist who is an accredited /certified and experienced Medical Physicist 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 following criteria are met:

- (a) May supervise Grade 1 & 2 medical physicists and students and be responsible for a component part of a program or modality.
- (b) 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.
- (c) Makes responsible decisions on matters assigned, including the implementation of medical physics standards and procedures.
- (d) Has sound technical and communication skills enabling the Medical Physicist to communicate effectively with non specialists, students and professionals in related disciplines.
- (e) Makes original contributions or applies new medical physics approaches and techniques to the clinical service, facilities and equipment.
- (f) Makes recommendations that are scientifically or technically accurate and feasible.
- (g) 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.

5.5 **Grade 4 - Medical Physicist**

A Medical Physicist who is an accredited /certified and experienced Medical Physicist 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 following criteria are met:

- (a) 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;
- (b) Makes original contributions or applies new medical physics approaches and techniques to the clinical service, facilities and equipment;
- (c) Commissions new equipment (including testing) and develops appropriate technical and administrative procedures;
- (d) Consults, recommends and advises in multiple areas of the medical physics specialty;
- (e) Reviews the value of programs in relation to the medical objectives and priorities of the health service; and
- (f) Deals with problems for which it is necessary to modify established practices and devise innovative approaches,

provided that 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.

5.6 **Grade 5 - Medical Physicist**

A Medical Physicist who is an accredited /certified and experienced Medical Physicist 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:

- (a) Works in a specialty requiring independence;
- (b) Initiates/participates in the planning and provision of specialised systems/facilities/functions;
- (c) Provides technical and scientific advice to management;
- (d) Responsibility for product or program development;
- (e) Coordinates a number of work programs;
- (f) Directs/advises on correct use of equipment/materials
- (g) Makes recommendations on large expenditures; and
- (h) 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.

5.7 Principal Medical Physicist

A Medical Physicist who is an accredited /certified and experienced Medical Physicist 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:

- (a) Performs medical physics work in the speciality involving considerable independence in approach, demanding a considerable degree of originality, ingenuity and judgement;
- (b) Has a high level of specialist knowledge of more than one area of medical physics;
- (c) 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;
- (d) Initiates or participates in short-range or long-range planning issues;
- (e) Provides specialised medical physics systems, facilities and functions;
- (f) Directs or advises on the correct and safe use of equipment and materials;
- (g) Makes responsible decisions to direct courses of action necessary to expedite the successful accomplishment of assigned projects; and
- (h) 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.

5.8 Medical Physics Chief Manager (Barwon Health)

- (a) Responsible for the management of a number of Medical Physicists in a limited area of cancer treatment.
- (b) Participates in short-range or long-range planning issues and makes independent decisions on medical physics policies and procedures within an overall program.
- (c) May be involved in taking a detailed technical and scientific responsibility for a product or program development.
- (d) Coordinates work programs.

5.9 Medical Physics Manager Level 1

- (a) Responsible for the management of Medical Physicists in a cancer service providing a range of radiotherapy treatments.

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- (b) Participates in short-range or long-range planning issues and makes independent decisions on medical physics policies and procedures within an overall program.
 - (c) Responsible for one or more satellite centres or a multi campus service.
 - (d) May be involved in taking a detailed technical and scientific responsibility for a product or program development.
 - (e) Coordinates work programs.
- 5.10 Medical Physics Assistant Manager**
 - (a) 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.
 - (b) Level of technical skills, organisational and interpersonal competence of a high standard to assume the role of manager in the manager's absence.
- 5.11 Medical Physics Manager Level 2**
 - (a) 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.
 - (b) A Medical Physicist who is designated as the Radiation Safety Officer (RSO) shall be classified at a minimum at the Grade 4 level.
 - (c) 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 2 and is payable in respect of periods of paid leave.
- 5.12 Higher Qualifications Allowance**
 - (a) Where a medical physicist has a higher qualification they shall be paid, in addition to the rates of pay prescribed in the appropriate clause, the following:
 - (i) for a recognised Graduate Certificate in Physics, or recognised equivalent, the sum of 4% of the base rate as defined in SCHEDULE 2;
 - (ii) 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;
 - (iii) for Master of Science, Master of Physics, Master of Medical and Health Physic, Membership of the Australian Institute of Physics. provided however that the qualification is awarded on the basis of assessment in a health-related discipline or the employee has been employed as a Physicist for a minimum of three years, or other recognised equivalent degree or qualification from a tertiary institution the sum of 7.5% of the base rate;
 - (iv) for Doctor of Science, Doctor of Physics, Fellowship of the Australian Institute of Physics provided however that the qualification is awarded on the basis of assessment in a health-related discipline or the employee has been employed as a Physicist for a minimum of three years, Doctor of Philosophy or other recognised equivalent qualification, the sum of 10% of the base rate.
 - (b) Such allowance shall not be cumulative in the case of multiple higher qualifications. The base rate of pay for the purposes of this clause shall be Medical Physicists Grade 1 Year 1.

6. MEDICAL SCIENTISTS

This clause should be read in conjunction with SCHEDULE 2.

6.1 Trainee Scientists (Persons who are engaged in studies leading to the attainment of being eligible for Graduate Membership of the Australian Institute of Medical Scientists)

Provided that:

- (a) an adult trainee shall receive not less than 80% of the rate prescribed for the classification "Scientist - grade I, 1st year of experience after qualification";
- (b) a trainee who as a full-time student passed all subjects in the first full-time year of the course, shall be paid not less than the rate prescribed for the 3rd year of the course (part-time);
- (c) a trainee who as a full-time student passed all subjects specified in the second full-time year of the course, shall be paid not less than the rate prescribed for 5th year and thereafter (part-time);
- (d) a trainee who as a full-time student has not passed all subjects specified for the appropriate full-time year of the course shall be paid at a rate equivalent to the next lower part-time classification than that which would apply in sub clauses (b) and (c) above.

6.2 Scientist - Grade I

- (a) For the purposes of this clause: the "1st year of experience after qualification" shall be deemed to commence on the 1st day of January in the year following the year during which the Scientist presented for final examination which, if successful, would entitle the Scientist to the degree of Bachelor of Science or Bachelor of Applied Science.
- (b) Where a Scientist was required to attend a supplementary examination, such Scientist shall, if successful, be deemed to have passed the final examination in the year during which such final examination was held.
- (c) Where a Scientist grade I-1st year of experience after qualification commences employment during the first year after qualification, such Scientist shall be advanced to the classification Scientist grade I-2nd year of experience after qualification, as from the 1st day of January in the next succeeding year.
- (d) Provided that:
 - (i) a Scientist who holds or is qualified to hold the degree of Bachelor of Applied Science Honours or Bachelor of Science Honours (4-year course) shall be entitled to be classified as a "Scientist - grade I, 2nd year of experience after qualification"; and,
 - (ii) a Scientist who holds or is qualified to hold the degree of Master of Applied Science or Master of Science shall be entitled to be classified as a "Scientist - grade I, 3rd year of experience after qualification", provided further that a Scientist so classified shall not be entitled to the higher qualification payment prescribed in sub clause 6.14(a) of this schedule for a further period of two years; and,
 - (iii) a Scientist who is a Fellow of the Australian Institute of Medical Scientists or is qualified to hold a degree of Doctor of Philosophy shall be entitled to be classified as a "Scientist - grade I, 5th year of experience after qualification", provided further that a Scientist so classified shall not be entitled to the higher qualification payment prescribed in 6.14(a) for a further period of two years; and,

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- (iv) a sole Scientist, i.e. a Scientist who is the only Scientist employed in a department, shall be paid at the rate of 5% of the Scientist - grade I (1st year of experience rate) in addition to the appropriate rate applicable to a Scientist - grade I.

6.3 Scientist - Grade 2

- (a) Is a Scientist appointed to this grade and/or who:
 - (i) supervises the scientific work in a class 1 department or section; or
 - (ii) is employed on work which requires special knowledge or depth of experience, and/or requires the application of a level of performance worthy of additional remuneration; or
 - (iii) is a deputy to a grade III Scientist who is in charge of a class 2 department or section.
- (b) Provided that a "Scientist grade I-7th year of experience and thereafter" appointed to this grade shall be paid at the "Scientist grade II-2nd year after appointment" rate.

6.4 Scientist - Grade 3

Is a scientist appointed to this grade and/or who:

- (a) is responsible for the organisation and supervision of the scientific work of a class 2 department/section; or
- (b) is deputy to a grade IV scientist; or
- (c) has been qualified (as defined) for at least eight years and is engaged on specialised scientific work or work of a research or developmental nature; or
- (d) is responsible for a single blood banking laboratory in a single or multi-campus health service; or
- (e) is a Clinical Trials Coordinator (however titled) who is responsible for the day to day administration and coordination of clinical trials within a clinical laboratory or department or pathology service, where the pathology service provides trial protocol related services. The parameters of this position may include some of the following:
 - (i) responsible for implementation of policy, protocols and procedures including record keeping;
 - (ii) assist in the preparation of quotes, tenders or budgets, grant applications, and/or submissions to ethics committees;
 - (iii) contribute to business strategy and development;
 - (iv) liaison with internal and external customers;
 - (v) assist in setting up laboratory protocols to meet clinical trial requirements;
 - (vi) liaison with relevant staff to ensure that correct laboratory procedures are followed, sample and results integrity are maintained; or,
- (f) is a Quality Officer (however titled) responsible for the day to day maintenance of a pathology or other scientific service's quality system established in accordance with policy and regulatory requirements. The parameters of this position may include some of the following:
 - (i) assist in the implementation of policy and quality systems
 - (ii) maintenance of document and record systems
 - (iii) contribute to the development of audit systems

- (iv) participation in preparation for accreditation and monitoring compliance to regulatory requirements
- (v) respond to customer and staff quality issues; or
- (g) is an Information Technology Officer (however titled) responsible for the day to day maintenance of a pathology or other scientific service's information system. The parameters of this position may include some of the following:
 - (i) day to day maintenance of a pathology or other scientific service's information system
 - (ii) problem solving and troubleshooting
 - (iii) completing data requests for clinical and research purposes
 - (iv) interfacing of laboratory instrumentation and information systems
 - (v) development and co-ordination of IT security, development of billing systems, training protocols and training of staff
 - (vi) system implementation
 - (vii) contribute to system evaluation.
- (h) Pathology Department means a department consisting of four or more of the following sections which are: haematology, biochemistry, histology, microbiology, blood bank, serology, haemostasis, virology, electronic laboratory E.D.P., immunology, immuno assay.

6.5 **Split Duties**

Where a Grade 1 or 2 scientist meets the criteria in 6.4(e) (Clinical Trials Co-Ordinator) for part of their contracted hours, they shall be paid for all clinical trial duties at a Grade 3 rate of pay.

- (a) At the time of engagement or creation of the split duties position, whichever is the earlier, the Employer and the employee who is to be subject to this sub clause shall agree in writing on the following matters: a regular pattern of work specifying the hours and/or days which will be spent on the clinical trial duties and/or the dates on which the trial will begin and end and the Grade 3 increment on which they will commence. Any change to this regular pattern of work shall be recorded in writing.
- (b) Where a scientist meets the requirements of sub clause 6.4(e) for more than 12 months they shall be entitled to move through the Grade 3 increments on an annual basis as prescribed by clause 48 of this Agreement.
- (c) Any entitlements in this Agreement which are based on the employee's rate of pay shall be paid according to the time fraction which the employee worked on Grade 2 and Grade 3 duties. For example, if the employee works 0.5 of their rostered hours on Grade 3 clinical trial duties and 0.5 on Grade 2 duties, their entitlement shall be paid as 50% at the applicable Grade 2 rate and 50% at the applicable Grade 3 rate.
- (d) During the period of the split duties, the employee shall be entitled to be paid leave entitlements according to the rate of pay which would have applied had they been on duty on the days for which leave is being taken.

6.6 **Scientist - Grade 4**

Is a scientist appointed to this grade and/or who:

- (a) a scientist with at least ten years' experience, utilising advanced and specialised professional knowledge and experience; or

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- (b) is responsible for the organisation and supervision of the scientific work of a class 3 Department or section; or
- (c) is a Clinical Trials Manager (however titled) who is responsible for the overall management and operation of clinical trials within a clinical laboratory or department or pathology service, where the pathology service provides trial protocol related services.. The parameters of this position include the following as applicable;
 - (i) strategic business development;
 - (ii) development, writing and introduction of policy, procedures and protocols;
 - (iii) project management;
 - (iv) obtaining and/or acquitting funding;
 - (v) preparing and processing contracts or laboratory service agreements;
 - (vi) preparing quotes and tenders for services for commercial and non-commercial clinical trials;
 - (vii) development of record and/or data management systems for clinical trials;
 - (viii) human resource management; and /or
 - (ix) management of submissions to ethics committees; or;
- (d) is a Quality Manager (however titled) who is responsible for the overall management of a pathology or other scientific service's quality system established in accordance with policy and regulatory requirements. The parameters of this position include the following:
 - (i) ensuring the service meets and complies with regulatory requirements for accreditation;
 - (ii) establishing policy in relation to quality matters for a pathology or other scientific service;
 - (iii) responsibility for system and audit program development and implementation;
 - (iv) management of documentation and records systems
 - (v) management of internal and external quality issues ; or
- (e) is an Information Technology Manager (however titled) who is responsible for, strategic planning, development and management of information technology systems for a pathology laboratory or other scientific services. This role shall include management of billing systems where applicable. The parameters of this position include the following:
 - (i) overall responsibility for system operation, access and security;
 - (ii) responsibility for system evaluation and implementation
 - (iii) overall responsibility for training protocols and programs for staff; or
- (f) is a scientist who is responsible for the maintenance of a blood banking system across a multi-campus health service where there are 2 or more operating blood banking laboratories; or
- (g) is the minimum classification for a scientist responsible for the day to day, on-site management and supervision of a branch laboratory of a multi-campus/networked pathology service, with a total of more than 3.5 scientist EFT including the supervising scientist; or

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- (h) is the minimum classification for a scientist who is responsible for the day to day management of a neuro-science, sleep and/or respiratory laboratory in a teaching hospital, which deals with high levels of clinical complexity. Parameters of this position may include some of the following: having overall responsibility for maintaining the quality of testing and the accuracy of reports to medical practitioners and being responsible for policy development and budgets.

6.7 **Scientist Grade 5**

- (a) Is a Scientist who is appointed as a senior principal research Scientist and who is responsible for the coordination of scientific effort on major research programme(s). They are required to have an international reputation of a high order in a significant field of research as made evident by their published contributions in the field as recognised by their peers in the international scientific community.

As such, this Research Scientist will have achieved international recognition through original, innovative and distinguished contribution to his or her field of research, which is demonstrated by sustained and distinguished performance. Research Scientists at this level will provide leadership in his or her field of research, within his or her institution, discipline and/or profession and within scholarly and research training fields.

6.8 **Principal Scientist**

- (a) A scientist with more than 10 years' experience who is a recognized discipline leader within their health service. Possesses higher level interpretative and scientific skills and is responsible for management of their department. This includes managing the budget of their department, human resources (including but not limited to staff recruitment and training) and has overall scientific responsibility for their department including ensuring that their department meets NATA requirements.
- (b) Indicators of this position may include either relevant post graduate qualifications (or progress towards the same) and/or being, or having been, a NATA assessor.
- (c) The senior scientist in each of the following departments shall be graded as a Principal Scientist:
 - (i) Alfred Health Haematology Department
 - (ii) Alfred Health Anatomical Pathology Department
 - (iii) Alfred Health Microbiology Department
 - (iv) Alfred Health Biochemistry Department
 - (v) Austin Health Haematology Department
 - (vi) Austin Health Microbiology Department
 - (vii) Austin Health Biochemistry Department
 - (viii) Austin Health Anatomical Pathology Department
 - (ix) Eastern Health Anatomical Pathology Department
 - (x) Eastern Health Microbiology Department
 - (xi) Eastern Health Core Laboratory
 - (xii) Peter MacCallum Cancer Centre Anatomical Pathology Department;
 - (xiii) Peter MacCallum Cancer Centre Haematology Department;
 - (xiv) Peter MacCallum Cancer Centre Molecular Pathology Department;

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- (xv) Royal Children's Hospital Haematology Department;
 - (xvi) Royal Children's Hospital Anatomical Pathology Department;
 - (xvii) Royal Children's Hospital Microbiology Department
 - (xviii) Royal Children's Hospital Biochemistry Department
 - (xix) Royal Melbourne Hospital Haematology Department;
 - (xx) Royal Melbourne Hospital Microbiology Department;
 - (xxi) Royal Melbourne Hospital Anatomical Pathology Department
 - (xxii) Royal Melbourne Hospital Biochemistry Department
 - (xxiii) Southern Health Anatomical Pathology Department
 - (xxiv) Southern Health Microbiology Department
 - (xxv) Southern Health Biochemistry Department
 - (xxvi) Southern Health Haematology Department
 - (xxvii) St.Vincent's Hospital Biochemistry Department;
 - (xxviii) St.Vincent's Hospital Haematology Department;
 - (xxix) St.Vincent's Hospital Microbiology Department.
 - (xxx) St.Vincent's Hospital Anatomical Pathology Department
- (d) This list may be varied by the Medical Scientists Classification Review Committee as specified in sub clause 6.13 of this schedule and shall be subject to ratification by FWC.

6.9 Scientist Deputy Director/ Operations Manager/Business Manager (However titled)

Is a Scientist who is:

- (a) appointed a Deputy Director, Operations Manager or Business Manager of a scientific department in a teaching hospital (as defined); or
- (b) appointed to relieve the Medical Deputy Director of a department in a teaching hospital (as defined), and who assumes the same responsibilities as the Medical Deputy Director as a result of such appointment for a period exceeding four weeks; or
- (c) appointed as acting Deputy Director to a scientist Director pursuant to clause 51 (Higher Duties) of this Agreement.

6.10 Director (Scientist)

- (a) Is a senior Scientist who is appointed as Director of a scientific or diagnostic Department (however titled) in a health service. A Director (Scientist) shall:
 - (i) have not less than the equivalent of 10 years full-time experience as a medical scientist;
 - (ii) be an expert in one or more scientific disciplines; and
 - (iii) hold a Doctor of Philosophy or Doctor of Science in a field related to their discipline; or
 - (iv) hold a Fellowship of any of the following professional organisations: the Australasian Association of Clinical Biochemists, the Australian Institute of Medical Scientists or the Australian Society for Microbiology (medical/clinical microbiology); or
 - (v) hold a Fellowship of the Human Genetics Society of Australia FHGSA; or

- (vi) be a Fellow of the Royal College of Pathologists; or
- (vii) hold an equivalent qualification to any of those referred to in sub-clauses (iii) to (vi) above.
- (b) The Director of shall be responsible for the direction and control of the scientific or diagnostic department
- (c) Where a Scientist is appointed to relieve the Medical Director of the Department, and who assumes the same responsibilities as the Medical Director as a result of such appointment for a period of five or more consecutive days, the Scientist shall be paid at the Director (Scientist) rate of pay for the period they are so appointed.

6.11 Medical Scientists Classification Criteria Definitions, Specific Weighting Factors Formula

- (a) The following definitions are to be read in conjunction with the Agreement classification standards.
- (b) A Department/Section is to be determined by the following specific weighting factors formula.
- (c) The first factor is based on fixed annual salaries, as at 31 December 1989, for each classification divided by 1000. The annual salary is to be exclusive of overtime and any ancillary payments.
 - (i) The points for each classification are as follows:
 - A. grade 4 = 52.88
 - B. grade 3 = 44.68
 - C. grade 2 = 37.60
 - D. grade 1 = 32.08
 - E. trainee = 21.18
 - (ii) other classifications such as technicians (23.72 points) nursing, short term, part-time and ancillary staff (points determined as above) may also be included at the discretion of the parties on individual merit criteria;
 - (iii) reporting relationships vary markedly from institution to institution and in some cases have a bearing on the resultant classification of the Scientist in question on direct accountability grounds;
 - (iv) In respect of staff working afternoon, night and/or weekend rosters, the points are to be allocated to the Scientist responsible for their diagnostic supervision. Staff working on rotation (daily, weekly or monthly in different areas) are to be allocated points on a pro rata basis mutually agreed between the persons in charge of the respective areas in which they work and to whom they are responsible. Evidentiary material may be required in the event of a contested application for reclassification.
- (d) The second factor is the aspect of "final responsibility" of the Scientist in question. The criteria for the application of 100 points for this responsibility are:
 - (i) the Scientist is a NATA approved signatory; or
 - (ii) there is no more senior scientific specialist on site; or
 - (iii) there is no clinical specialist on site.
- (e) The third factor to be applied is to recognise organisational complexity. The term Unit (which attracts 40 points) is prescriptive in terms of the organisational entity due to the varied usage of the terminology (department,

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section or unit). This is to ensure a universally applied approach irrespective of local terminology.

- (f) Each 'Unit' supervised or for which responsibility is taken attracts 40 points and for the purposes of this clause includes Andrology, Biochemistry, Blood Banking, Cardiology, Cardio-Vascular Perfusion, Clinical Pharmacology, Cytogenetics, Cytology, Embryology, Endocrinology, Gastroenterology, Haematology, Histopathology, IVF Sciences, Immunology, Intensive Care, Lung Function, Medical Physics, Microbiology, Neuropathology, Neurophysiology, Physical Sciences, Renal Dialysis, Renal Unit, Tissue Typing, Vascular Unit or Virology.
- (g) The term "Section" is applied to other specific areas, other than the abovementioned and is recognised as a single entity in its own right, and will attract twenty points.
- (h) The fourth factor is whether or not the institution in which the Scientist is an employee is a teaching hospital. If so a further 100 points is added to the final score.
- (i) Final Scores:
 - (i) Class 1 Department/unit/section - <200 points;
 - (ii) Class 2 Department/unit/section - 200 to <480 points;
 - (iii) Class 3 Department/unit/section - 480 points or more.
- (j) The above points may be amended or varied, in whole or part, from time to time by agreement of the Employer and the Union and may only be amended or varied via a hearing of FWC convened for that purpose.

6.12 Medical Scientists Working Party

- (a) The Medical Scientists Working Party shall comprise equal representation from Employer and employee parties to this Agreement.
- (b) The classification of a Scientist Grade III or IV according to the application of the formula will not become operative unless a beneficial reclassification is endorsed by the Working Party in the circumstances where the minimum points are exceeded for at least four continuous weeks.
- (c) Reclassifications will be dealt with by the Working Party by consideration of submissions from Employers or employees.
- (d) The role of the Working Party in this regard is limited to ensuring that the appropriate criteria are met, and endorsement will not be withheld where the appropriate criteria are met.
- (e) Where a reclassification is endorsed by the Working Party the reclassification shall apply on and from the date at which the employee assumed the relevant duties or the date on which the circumstances first arose entitling the employee to the reclassification.

6.13 Medical Scientists Classification Review Committee

- (a) This committee will process applications for reclassification based on the merit criteria as per this Agreement. This Committee shall comprise equal representation from Employer and employee parties to this Agreement.
- (b) Alternative provisions to those specified in sub-clause (a) above apply to Alfred Health and are specified in SCHEDULE 4.
- (c) The merit advancement system does not apply to Medical Physicists.

6.14 Medical Scientists – Higher Qualifications Allowance

- (a) Where a Scientist has a higher qualification they shall be paid, in addition to the rates of pay prescribed in the appropriate clause, the following:
- (i) for Certification Examination for Respiratory Function Scientists, Board of Registered Polysomnographic Technologists, Cytotechnologist (Australian Society of Cytology), Cytotechnologist (International Academy of Cytology), Graduate Certificate in Surgical Pathology Preparation (Univ. of South Australia) or other recognised Graduate Certificate in medical science or pathology, or recognised equivalent, the sum of 4% of the base rate as defined;
 - (ii) for Graduate Diploma in Health Administration, Graduate Diploma in Medical Laboratory Science or other recognised equivalent, qualification the sum of 6.5% of the base rate as defined; provided that persons who hold the Graduate Diploma in Medical Laboratory Science, Graduate Diploma Epidemiology, Graduate Diploma Biostatistics or recognised equivalent qualifications who as at 26 June 2008 were entitled to payment of the Graduate Diploma Allowance, shall continue to be paid that allowance. Persons employed after 26 June 2008 who hold these qualifications shall not be entitled to the allowance.
 - (iii) for Diploma in Bacteriology, Membership of the Australian Association of Clinical Biochemists, Member of the Australian Institute of Physics, Master of Science, Master of Applied Science, Human Genetics Society of Australasia Certified Cytogeneticist, Diploma of Bacteriology of London University or its equivalent as recognised by that University, Master of Applied Epidemiology, Master of Public Health, Master of Epidemiology, Member of Human Genetics Society of Australia MHGSA (including membership obtained prior to 2004) or other recognised equivalent degree or qualification from a tertiary institution, the sum of 7.5% of the base rate as defined;
 - (iv) for Fellowship of the Australian Association of Clinical Biochemists, Fellowship of the Australian Institute of Medical Laboratory Scientists, Doctor of Science, Doctor of Philosophy, Fellowship of the Human Genetics Society of Australia FHGSA, or Member of the Royal College of Pathologists or other recognised equivalent qualification, the sum of 10% of the base rate as defined.
- (b) Such allowance shall not be cumulative in the case of multiple higher qualifications.
- (c) The base rates of pay for the purposes of this clause shall be Medical Scientist Grade 1, Year 3.

6.15 Medical Scientist Progression from Grade 1 to Grade 2

This clause shall not apply to medical scientists employed by the Victorian Clinical Genetic Service (VCGS). Schedule 11 of this Agreement applies to Scientists employed by the VCGS.

- (a) A Medical Scientist (Scientist) Grade 1 Year 7 may request assessment by their manager before the end of their 7th year to determine whether the Scientist is eligible for progression to Scientist Grade 2 in accordance with this clause. It remains the responsibility of each Scientist's manager to ensure the appropriate assessment described in this clause is undertaken before the end of the 7th year of each Grade 1 Scientist.
- (b) If a Grade 1 Year 7 Scientist is not assessed in accordance with this clause as a result of a manager's inaction, she/he shall be deemed to be competent in accordance with subclause 6.15(d) below and reclassified to Grade 2.

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- (c) When assessing a Scientist Grade 1 Year 7 for progression to Grade 2 the criteria set out below will be applied. These criteria are intended to provide a method of quick, accurate and fair assessment of the experience and competence of each Scientist at this Grade and pay level.
- (d) It is assumed for the purposes of this clause that a Scientist who completes the final year level of Grade 1 will normally have acquired a broader range of skills, knowledge and clinical experience, such that progression to Grade 2 is warranted.
- (e) The criteria applied for progression under this clause will be fair and recognise the individual Scientist's demonstrated skills and competence.
- (f) A scientist must demonstrate he/she has acquired special knowledge or depth of experience, and/or is able to apply a level of performance worthy of additional remuneration. A scientist who satisfies this criterion will progress to Grade 2.
- (g) Indicators of meeting the criterion in subclause 6.15(f) include at least two of the following:
 - (i) Demonstrated experience and competence to make independent analytical decisions in the performance and understanding of a wide range of diagnostic tests or procedures or of complex tests
 - (ii) Demonstrated ability to provide professional advice within and/or outside the laboratory on appropriate scientific/clinical matters
 - (iii) Demonstrated ability to critically assess and evaluate new equipment, instruments, pathology products or methods
 - (iv) Mentoring and/or training of undergraduate and graduate scientific staff within laboratory protocols
 - (v) Represents pathology and/or the health service on scientific/clinical committees or working groups
 - (vi) Demonstrated commitment to further education and ongoing professional development, which may include attendance at scientific meetings and activities recognised through the Australian Institute of Medical Scientists, or equivalent professional body.
- (h) The assessment of a Scientist under this clause will be conducted in consultation with the Scientist concerned.
- (i) If a Scientist does not meet the progression criterion referred to in subclause 7(f) he/she will be given written reason/s as to why and offered an opportunity to be re-assessed 3 months after the date of the first assessment. If the Scientist does not meet the criterion after the second assessment he/she can make application and will be assessed in the following year.
- (j) When a Scientist is assessed as competent to progress to Grade 2, the new grading will be confirmed in writing to her/him.
- (k) Any dispute that arises in relation to an assessment conducted under this clause will be dealt with through the disputes settlement procedure of this Agreement.
- (l) The provisions of this clause come into effect on 1 December 2017 or the operative date of the Agreement which ever is the later date.

7. PHARMACISTS

This clause should be read in conjunction with SCHEDULE 2.

7.1 Student Pharmacist

A student Pharmacist, as defined in clause 11(s) of this Agreement shall be paid at the rate of 27% of the rate prescribed for the "Pharmacist grade I - 1st year of experience after registration".

7.2 Pharmacist Intern

A Pharmacist Intern shall be paid at the rate of 80% of the rate prescribed for the "Pharmacist grade I-1st year of experience after registration". Wages for students and trainees shall be calculated to the nearest 10 cents. 5 cents or less in a result is to be disregarded.

7.3 Pharmacist Grade 1

Is a pharmacist who is registered by the Pharmacy Board of Australia who works under the general direction and supervision of more experienced Pharmacists. Provided that any employee who holds the degree of Master of Science or Master of Pharmaceutical Science of the Victorian College of Pharmacy, or its equivalent as recognised by the Pharmacy Board of Australia shall be entitled to be classified as a Pharmacist Grade I - 3rd year of experience after registration.

7.4 Pharmacist Grade 2

- (a) Is a Pharmacist who is appointed to this grade and/or who is entitled to be classified at the same or at a higher rate than, a "Pharmacist Grade 1 – 2nd year of experience after registration and who has additional responsibilities; or
- (b) Is employed on work which requires specialist knowledge or depth of experience and/or requires the application of a level of performance worthy of additional remuneration. Specialist areas relevant to this classification may include, oncology, specialised manufacturing, drug information, clinical trials, or areas of equivalent nature.
- (c) Indicators of this position may include:
 - (i) Representing pharmacy and/or the health service on relevant committees & working groups; or
 - (ii) Ability to act as a point of reference within area of specialisation; or
 - (iii) Demonstrated commitment to further education undertaking Graduate Certificate or Diploma of Clinical Pharmacy; or
 - (iv) Participation in the organisation, development and/or delivery of department education programs for pharmacy students, pre-registrants or pharmacy technicians; or
 - (v) Involvement in research and/or quality projects; or
 - (vi) Contribution to the publication of service improvement projects; or
 - (vii) Demonstrated commitment to development of the profession by involvement in pharmacy organisations at a committee engagement level.
- (d) Provided that a Pharmacist Grade 1, Year 6 of experience and thereafter appointed to this grade shall be paid at the Pharmacist Grade 2, Year 2 rate of pay.

7.5 Pharmacist Grade 3

- (a) Is a pharmacist who is appointed to this Grade and/or who meets most of the indicators for Grade 2, and:

SCHEDULE 3: CLASSIFICATION DESCRIPTORS AND HIGHER QUALIFICATION ALLOWANCES

- (i) Is responsible for the management of a discrete function within a pharmacy. Examples of this may include clinical trials, drug information, drug usage evaluation, quality use of medicines; or
 - (ii) Supervises Grade 1 or 2 pharmacists; or,
 - (iii) Ensures that legal requirements, accreditation standards and relevant guidelines within their area of responsibility are implemented and adhered to; or
 - (iv) Has been qualified (as defined) for at least eight years and/or is engaged on specialised pharmacy work or work of a research or developmental nature; or
 - (v) Has the ability to act in charge of the pharmacy department when required.
- (b) Indicators of this position may include:
- (i) Demonstrated leadership role within the clinical team; or
 - (ii) Minimum of three years' experience in specialist area of practice; or
 - (iii) Provides advice to the Director of Pharmacy on matters relating to clinical pharmacy or their area of responsibility; or
 - (iv) Has higher academic achievements. Elements which will be considered are the attainment of a higher qualification as prescribed by sub clause 7.10 of this schedule or an equivalent clinical qualification.
 - (v) Is responsible for training program and activities for staff in relevant clinical areas; or
 - (vi) Participates in external education programs; or
 - (vii) Has an ongoing and active involvement in research and/or quality improvement (either directly or as a supervisor); or
 - (viii) Delivers post-graduate clinical education.

7.6 **Pharmacist in Charge**

Is a Pharmacist who

- (a) is the only Pharmacist employed in a pharmacy or is in charge of a pharmacy where the total aggregate ordinary hours worked by other Pharmacists (if any) is less than 38 hours per week; or,
- (b) is in charge of a pharmacy in a health service listed in 7.11 (Pharmacist in Charge group) of this schedule.

7.7 **Pharmacist Grade 4**

- (a) Is a very experienced pharmacist who is appointed to this grade and/or who meets most of the indicators for Grade 3 and:
 - (i) is a Deputy Director of a Pharmacy Gp 2 or 3 provided that the minimum classification for a Deputy Director Gp 2 shall be Pharmacist Grade 4 Yr 5; or
 - (ii) is a Director of a Group 4 pharmacy provided that the minimum rate for this position shall be Pharmacist Grade 4 Yr 5; or
 - (iii) manages a campus pharmacy within a networked health service; or,
 - (iv) supervises Grade 3 Pharmacists; or,
 - (v) is a pharmacist with at least 10 years postgraduate experience and/or, who possesses specific knowledge in the profession and works in an

area(s) that requires high levels of specialist knowledge The parameters of the role of a Senior Clinician include some of the following: a consultative role, lecturing in the area of their clinical speciality, teaching undergraduates and/or post-graduate students and providing education to staff from other disciplines.

- (b) There shall be one Deputy Director in each Group 2 and 3 pharmacy. In addition there shall be one Deputy Director in each of the following health services: Ballarat Health Service, Central Gippsland Health Service, North East Health Wangaratta, South West Health Care, Goulburn Valley Base Hospital.
- (c) Indicators of this position may include:
 - (i) have a high standing in the pharmacy profession based on some or all of the following criteria: qualifications, awards; past appointments; publications; membership of committees and of professional organisations; consultancies; research grants in which the applicant is the principal or associate investigator, teaching appointments/commitments; or.
 - (ii) have responsibility for extensive research or practice development demonstrated through research publications and being a major initiator of funding applications.

7.8 Deputy Director GP 1/Operations Manager (However titled)

- (a) Is a Pharmacist who is appointed a Deputy Director or Operations Manager (however titled) of a Group 1 pharmacy. in a teaching hospital (as defined)
- (b) There shall be two Deputy Directors in each Group 1 pharmacy.

7.9 Director

Is a Director of a pharmacy classified as Group 1, 2 or 3 in accordance with the 7.11 to this schedule.

7.10 Pharmacists – Higher Qualifications Allowance

- (a) 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:
 - (i) Graduate Certificate in a field of pharmacy, or other recognised equivalent degree, the sum of 4% of the base rate as defined;
 - (ii) for the Fellowship Diploma in the Society of Hospital Pharmacists, the Graduate Diploma in Hospital Pharmacy, Graduate Diploma in Clinical Pharmacy, Post Graduate Diploma in Health Science Administration, Graduate Diploma in Epidemiology, or the, or other recognised equivalent qualification, the sum of 6.5% of the base rate as defined;
 - (iii) for the Master of Pharmacy, Master of Science Pharmacology, or other recognised degree or diploma from a tertiary institution, the sum of 7.5% of the base rate as defined; or
 - (iv) for the degree of Doctor of Pharmacy or other recognised equivalent Degree or qualification from a tertiary institution, the sum of 10% of the base rate as defined.
- (b) Such allowance shall not be cumulative in the case of multiple higher qualifications.
- (c) The base rate of pay for the purpose of this clause shall be Pharmacist Grade 1, Year 2.

SCHEDULE 3: CLASSIFICATION DESCRIPTORS AND HIGHER QUALIFICATION ALLOWANCES

7.11 Grouping of Pharmacy Departments

The groupings of departments of pharmacy and re-grouping criteria will be:

PHARMACY DEPARTMENT GROUPINGS

GROUP 1

Southern Health (including Monash Medical Centre Clayton Campus and Moorabbin Campus, Dandenong Hospital, Kingston Centre, Casey Hospital, Cranbourne Integrated Care Centre)

Alfred Health (including Alfred Hospital, Caulfield General Medical Centre & Sandringham Hospital)

Austin Health (including Austin Hospital, Heidelberg Repatriation Hospital and Royal Talbot Rehabilitation Centre)

Melbourne Health (including The Royal Melbourne Hospital City Campus & Royal Park Campus)

GROUP 2

Eastern Health (including Box Hill Hospital, Angliss Health Service, Maroondah Hospital, Knox Hospital, Healesville & District Hospital and Peter James Centre)

St. Vincent's Hospital (including St. George's Hospital and Caritas Christi Hospice)

Western Health (including Western Hospital, Sunshine Hospital & Williamstown Hospital)

Barwon Health (including Geelong Hospital and McKellar Centre)

Peninsula Health (including Frankston Hospital, Mt. Eliza Aged Care & Rehabilitation Service and Rosebud Hospital)

The Royal Children's Hospital

Peter MacCallum Cancer Institute

Northern Health (including The Northern Hospital, Broadmeadows Health Service & Bundoora Extended Care)

GROUP 3

LaTrobe Regional Hospital

The Royal Women's Hospital

Royal Victorian Eye and Ear Hospital

Bendigo Health Service (including Bendigo Base Hospital & Anne Caudle Centre)

Mercy Public Hospitals Inc. (Mercy Hospital for Women & Mercy Hospital Werribee)

Ballarat Health Service (including Ballarat Base Hospital & The Queen Elizabeth Geriatric Centre)

GROUP 4

SCHEDULE 3: CLASSIFICATION DESCRIPTORS AND HIGHER QUALIFICATION ALLOWANCES

Goulburn Valley Base Hospital

Central Gippsland Health Service

North East Health Wangaratta

South West Health Care (including Warrnambool Base Hospital and Camperdown Hospital)

Wimmera Health Care Group (including Wimmera Base Hospital)

Mildura Base Hospital

East Gippsland Health Services

Albury Wodonga Health – Wodonga Campus

Echuca Regional Health

GROUP 5

Western District Health Service (including Hamilton Base Hospital, Penshurst & District Health Service and Coleraine District Health Services)

Calvary Healthcare - Bethlehem

Castlemaine Health (Mt. Alexander Hospital)

Colac Area Health (including Colac District Hospital and Birregurra & District Community Hospital)

Swan Hill District Health

SOLE PHARMACIST OR PHARMACIST-IN-CHARGE

Portland District Health

Djerriwarrh Health Services

Bass Coast Regional Health (including Wonthaggi and District Hospital)

East Grampians Health Service (including Ararat and District Hospital and Willaura Hospital)

Stawell Regional Health

West Wimmera Health Service (including Nhill Hospital)

Kyneton District Health Service

Benalla and District Memorial Hospital

Maryborough District Health Service

Alexandra District Hospital

Beechworth Health Service

Lyndoch Warrnambool Inc

SCHEDULE 3: CLASSIFICATION DESCRIPTORS AND HIGHER QUALIFICATION ALLOWANCES

Yarrawonga District Health Service (including Yarrawonga Hospital)

GROUPING CRITERIA

Group 1:

Over 60 EFT*; and

State Referral Centre; and

Multiple sites; and

Specialty and high level critical care units (SHPA Category 5 and 6)

Group 2:

Over 20 EFT*; and

Specialty and high level critical care units (SHPA Category 5 and 6); and

At least three general hospital sites; or

State Referral Centre; or

A specialist hospital

Group 3:

Over 7.5 EFT*; and

State Referral Centre; or

A specialist hospital; or

Regional base hospital; or

Containing medical and surgical units (SHPA Category 3 and 4 as defined)

Group 4:

Over 2.5 EFT*; and

Has a Director of Pharmacy

Group 5:

1 -2.5 EFT*

Has a Director of Pharmacy

Pharmacist in Charge

Sole pharmacist or pharmacist-in-charge; or

Less than 1 EFT

*Only count EFT of pharmacists, pharmacist interns and pharmacy students.

7.12 Applications for Regrouping Of Pharmacy Departments

- (a) The Union may apply to a health service for re-grouping of a pharmacy department according to the criteria in clause 7.11 to this schedule.
- (b) Should no agreement be reached between the Union and the health service over the claim for re-grouping, application may be made to FWC for resolution of the dispute under sub-clause 13.6 (Dispute Settling Procedures) of this Agreement,
- (c) The health service shall apply any recommendation or determination of FWC from the date of the Union's original application.

8. PSYCHOLOGISTS

This clause should be read in conjunction with SCHEDULE 2.

8.1 Provisional Psychologist (Grade 1)

- (a) Is a person who has completed the equivalent of an Australian Psychology Accreditation Council (APAC) four-year degree accredited sequence of study in psychology and is registered as a Provisional Psychologist with the PBA and complies with the code of ethics and legal requirements of the psychology profession; or
- (b) Is a provisional psychologist undertaking an accredited higher course work degree pathway who is practicing outside university placements on PBA approval.
- (c) A Psychologist Grade 1 is employed as a Provisional Psychologist in accordance with the requirements of the PBA, under the regular supervision of a Psychologist Grade 3 or above, who is employed in the same health service or as otherwise approved by the PBA. Where there is shared supervision of a Provisional Psychologist by a principal and secondary supervisor, the principal supervisor shall be a Psychologist Grade 3 or above, The secondary supervisor may be a suitably experienced Psychologist Grade 2 who meets PBA requirements for secondary supervision.
- (d) Psychologists Grade 1 are, under regular supervision, gradually introduced to the management of higher risk patients with more complex needs.

8.2 Psychologist Grade 2

- (a) Is a person who is registered as a Psychologist with the PBA, engaged in psychological practice, complying with the code of ethics and legal requirements of the psychology profession. Positions at this level are entry level psychologist positions.
- (b) A Psychologist Grade 2 shall be provided with regular professional supervision by a psychologist Grade 3 or above. Where there is no Psychologist Grade 3 or above employed in the service, external supervision shall be provided.
- (c) For the purposes of gaining specialist endorsement from the PBA, a Psychologist Grade 2 who holds a higher degree in clinical psychology or clinical neuropsychology pursuant to sub clauses 8.6(a)(iii) or (iv) of this schedule shall be provided with professional supervision from a Psychologist Grade 3 or above that meets the requirements of the PBA.
- (d) A Psychologist Grade 2 does not provide professional supervision to other Psychologists including Provisionally Registered Psychologists and/or post-graduate students on placement except for secondary supervision of provisionally registered psychologists as referred to in sub clause 8.1(c) above.
- (e) Where Masters or Doctoral students are on observational placement, they may observe the practice of a Psychologist Grade 2.

8.3 Psychologist Grade 3

- (a) Is a person who is registered as a Psychologist with the PBA with a minimum of five years professional experience as a Psychologist Grade 2 (or equivalent), complies with the code of ethics and legal requirements of the psychology profession. May supervise Masters or Doctoral students with provisional registration who are on placement in a health service.
- (b) Only psychologists who are endorsed by the PBA to practice as clinical psychologists, forensic psychologists or clinical neuropsychologists shall be

employed at this level or above in mental health services. Provided that psychologists employed in mental health services as at 1/1/11 shall be exempted from this sub-clause. Where the employee is undertaking study to achieve PBA endorsement as a clinical psychologist working in mental health they can apply for study leave under this Agreement.

- (c) In addition, a Psychologist Grade 3 shall meet one of the criteria prescribed below.
- (i) Is engaged on psychological work requiring advanced knowledge and skills. Indicators of advanced knowledge and skills include having responsibility for complex clinical cases, providing secondary consultation; and responsibility for the professional supervision of other psychologists. At this level the psychologist contributes to the evaluation and analysis of guidelines, policies and procedures applicable to their clinical/professional work and may be required to contribute to the supervision of Masters or Doctoral students.
 - (ii) Is responsible for implementing clinical research projects, or pilot projects associated with service development, including data collection and analysis.
 - (iii) Is the only psychologist employed by the Employer.
 - (iv) Is responsible for the supervision of other psychologists and meets the following criteria:
 - A. implements and ensures that the work of the Psychologists complies with the planning and policy framework of the health service. And
 - B. is responsible for the quality improvement activities of the other Psychologists;
 - C. may have some responsibility for day to day administration.
- (d) A Psychologist Grade 3 shall be provided with regular professional supervision by a Psychologist Grade 4 or above. Where there is no Psychologist Grade 4 or above employed in the service, external supervision shall be provided

8.4 Psychologist Grade 4

- (a) Is a person who may be required to provide supervision and training to other psychologists (i.e. to Psychologists Grades 1, and/or 2 and/or 3) in specialist psychological skills ensuring the compliance of others with the code of ethics and legal requirements of the psychology profession, and may provide secondary consultation, supervision and debriefing to other health professionals.
- (b) A Psychologist Grade 4 is a senior psychologist who, in addition to meeting the requirements of sub clause 8.3(a) above meets the criteria prescribed by either sub clause (i), (ii), (iii), or (iv) below.
- (i) Is a leader of a professional team responsible for the clinical/professional leadership and/or administration of a unit, or a group of psychologists and/or other health professionals including but not limited to aged care, adult mental health, child and adolescent mental health, clinical neuropsychology and clinical liaison. Parameters of this position may include:
 - A. responsibility for a section or a number of sections of a service; and/or,

SCHEDULE 3: CLASSIFICATION DESCRIPTORS AND HIGHER QUALIFICATION ALLOWANCES

- B. co-ordinating professional supervision of other psychologists; and/or,
 - C. co-ordinating the professional development of other psychologists; and/or,
 - D. providing professional expertise and advice internal and external to the organization on key issues of a psychological nature including service development; and/or,
 - E. involvement in staff recruitment and performance appraisal; and/or,
 - F. responsibility for co-ordinating quality projects and risk management activities including verification of registration status and special endorsements of psychologists in the section or service; and/or,
 - G. having some budget responsibilities.
- (ii) Is a senior clinician, with at least 10 years of experience as a registered psychologist, required to practice psychology with a high degree of initiative and depth of experience, or a clinical specialist in a specific area of psychology or mental health disorders;
- A. with expert knowledge of the methods, principles and practices of a specialist area of psychology or mental health disorders
 - B. with clinical duties of a specialised nature requiring higher level knowledge and experience in a specific area of psychology
 - C. providing consultation with other psychologists or with professional bodies and organisations regarding psychological services and/or development of policies and procedures in areas requiring specialist psychological knowledge.
 - D. may liaise with university clinical educators
- At this level a senior clinician is expected to hold specialist endorsement from the PBA.
- (iii) Is a principal researcher or project manager, responsible for the design, implementation and publication of clinical psychological research as an author or co-author. May be a major initiator of funding or required to acquit funding. May present research papers at professional conferences and seminars.
- (iv) In community health services is a senior psychologist (however titled) who manages and is responsible for a program/area including psychologists and/or other health professionals and/or other counselling staff.

8.5 Psychologist Grade 5

- (a) Is a senior psychologist with more than 10 years' experience, with demonstrated, highly developed leadership skills, extensive postgraduate, professional experience and recognized professional specialisation, and/or a management qualification with significant professional leadership experience.
- (b) A Psychologist Grade 5 heads a psychology service or program, and has extensive experience in the delivery of complex psychological services in a

multi-campus and/or major metropolitan health service and/or is a recognised leader in a specialist field of psychology, with significant contributions to the body of psychological knowledge and professional practice, and/or the development and education of psychologists within the field.

- (c) A psychologist at this level is a recognised expert in one or more of the following fields of professional practice/teaching/research/administration or policy/planning:

(i) **Clinical Leadership**

Responsible for the development of clinical policy, protocols and planning for delivery of psychological services in their field of expertise or in a clinical, psychological or mental health service across a health service or defined catchment area. May be designated as the discipline senior in a program or service.

(ii) **Teaching**

Duties may include:

- A. Having an honorary university appointment that includes active involvement in the teaching of psychology at undergraduate and/or postgraduate level;
- B. Teaching specialised clinical skills to other psychologists and/or students in other disciplines;

(iii) **Psychological Research**

Indicators include:

- A. A significant number of research publications with the psychologist as primary author, and which have been published in high impact, peer reviewed journals; and/or
- B. being a major initiator of successful funding applications. e.g. to the National Health and Medical Research Council, or the Australian research Council; and/or
- C. Presentation of papers as the invited keynote speaker or invited work shop presenter, which may include psychological research or issues of clinical development, at major professional conferences and seminars

(iv) **Administration/Management**

Duties may include:

- A. Management responsibility for other psychologists and/or other staff across a number of sections of a service or a specialised program or service; and/or
- B. responsibility for service planning and policy; and/or
- C. other supra-clinical duties involving responsibility for service provision; and/or
- D. acting as Deputy to the Director of Psychology in a tertiary teaching hospital or other health service

8.6 Psychologists – Higher Qualifications Allowance

- (a) 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:
 - (i) for Graduate Certificate in behavioural science or psychology, or other recognised equivalent qualification, the sum of 4% of the base rate as defined;
 - (ii) for Graduate Diploma in behavioural science or psychology, or other recognised equivalent qualification, the sum of 6.5% of the base rate as defined, provided that persons who hold the Graduate Diploma in Health Administration, Graduate Diploma in Behavioural Science or Graduate Diploma in Psychology or recognised equivalent qualifications who as at 26 June 2008 were entitled to payment of the Graduate Diploma Allowance, shall continue to be paid that allowance. Persons employed after 26 June 2008 who hold these qualifications shall not be entitled to the allowance.
 - (iii) for Master of Arts, Master of Science, Master of Psychology, Master of Business Administration, , 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;
 - (iv) for Doctor of Philosophy, Doctor of Science in behavioural science or psychology or other recognised equivalent qualification, the sum of 10% of the base rate as defined.
- (b) Such allowance shall not be cumulative in the case of multiple higher qualifications.
- (c) The base rate of pay for the purpose of this clause shall be Psychologist Grade 1, Year 3.

9. HIGHER QUALIFICATIONS ALLOWANCES - COMPUTING, INFORMATION TECHNOLOGY OR MANAGEMENT

Provided that where an employee covered by this Agreement holds a Graduate Certificate, Graduate Diploma, Masters or Doctor of Philosophy in computing, information technology or management, or a Masters of Business Administration, or an equivalent qualification from a tertiary institution, and the qualification held is relevant to the work, or part of the work, which they are required to perform, they shall be paid, in addition to their salary, the following amount: Notwithstanding the above, subclause 8.6(a)(iii) of SCHEDULE 3 shall continue to prescribe entitlements for Psychologists who hold the degree of Master of Business Administration.

- (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 Master of Business Administration, the sum of 7.5% of the base rate as defined for the relevant classification;
- (d) For Doctor of Philosophy or professional doctorate, the sum of 10% of the base rate as defined for the relevant classification.
- (e) 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 they are eligible.

SCHEDULE 4: ALFRED HEALTH GENERAL CONDITIONS

1. Incidence

This schedule shall only apply to persons employed by Alfred Health and eligible to be members of the Union.

2. Definitions

“Parties” means the Health Services Union and Alfred Health

3. Merit Criteria – Medical Scientists

The Medical Scientists Classification Review Committee (MSCRC) will process applications for reclassification based on the merit criteria as provided for by the Agreement. The make-up of the MSCRC shall comprise equal numbers of employee representatives, which may include the Union, and employer representatives. The Committee will receive and adjudicate on applications twice per year in June and December.

4. Overtime

4.1 Notwithstanding any other provision of the Agreement, a Scientist employed at Alfred Health may elect in lieu of payment of overtime to take time off equivalent to the time worked at the appropriate penalty rate at a time mutually agreed between the employer and the employee, in which case the time off shall be granted within two weeks of working the overtime, or by mutual agreement between the employer and the employee, a Scientist may elect in lieu of payment of overtime to take time off equivalent to the time worked at ordinary time in conjunction with their annual leave.

4.2 In the event that a Scientist elects in lieu of payment of overtime to take time off in conjunction with their annual leave, such time will not be subject to the annual leave loading.

5. Roster Changes

5.1 Where a dispute arises between an employee and the manager of a unit or department in any attempt to alter the current rostering arrangements, the status quo will remain until an alternative arrangement is agreed or resolved by referral of the matter to the Alfred Health (Medical Scientists/Psychologists) Joint Consultative Committee. Any dispute arising from this clause shall be dealt with as per the Disputes Settling Procedures of the Agreement.

5.2 Notwithstanding the provisions of clause 56 of the Agreement, the period of notice for roster changes at Alfred Health shall be 14 days.

6. Enhanced Leave Flexibility

Clause 6(a) of this schedule shall operate in lieu of clauses 65.8(c)(i) and 65.8(c)(ii) of the Agreement. Clause 6(b) of this schedule shall operate in addition to all provisions of clause 60.

- (a) Long Service Leave and pro rata Long Service Leave may be taken, by mutual agreement, in instalments of not less than one week. The number of instalments so taken is limited only by the requirement that there be mutual agreement.
- (b) Annual Leave or Long Service Leave may be taken in association with short-term conference, scientific exchange or visitation leave.

7. Personal Leave

Clause 7(a) shall apply in lieu of 62.3(d) of the Agreement.

SCHEDULE 4: CLASSIFICATION DESCRIPTORS AND HIGHER QUALIFICATION ALLOWANCES

- (a) An employee may be absent through sickness or requirement to attend a health professional without furnishing evidence of such for a total of 24 hours, with a minimum period of 2 hours, in any one year of service.
- (b) The employer shall not terminate the service of any employee during the currency of any period of personal leave.

8. Occupational Health and Safety

- 8.1 The provisions of this subclause shall be read and interpreted subject to the *Occupational Health and Safety Act 2004* (VIC).
- 8.2 The employer will maintain a system of agreed designated work groups with employees and their representatives which may include the Union. Elections for employee occupational health and safety representatives shall be conducted by the parties to this schedule. There shall be two health and safety representatives from the Alfred Hospital campus nominated to the Alfred Hospital Occupational Health and Safety Committee to represent areas in which employees covered by the schedule are employed. One shall represent the pathology departments. while the other will represent non-pathology departments. These representatives shall be nominated by employees from all the health and safety representatives selected from the Designated Work Groups who are covered by this schedule at the Alfred Hospital campus.
- 8.3 With respect to Caulfield Campus Occupational Health and Safety Committee, one health and safety representative shall be nominated by employees from the Designated Work Groups covered by this schedule at the Caulfield campus .
- 8.4 Occupational health and safety representatives shall be entitled to attend Alfred Health-approved, accredited courses on paid leave. Any reasonable course fees shall be paid by the employer.

SCHEDULE 5: ALFRED HEALTH – CLINICAL PERFUSIONISTS

1. Application of this Schedule

- 1.1 This Schedule applies to Clinical Perfusionists employed by Alfred Health.
- 1.2 Clinical Perfusionists employed by Alfred Health:
- (a) will be covered by this Schedule; and
 - (b) will be covered by this Agreement, save for the following provisions: clauses 54 (Hours of Work), 58 (Overtime), 59 (On Call-Recall), 55 (Shift Work), 76 (Public Holidays), 79 (Travelling Transport and Fares), 50.4(a) (Meal Allowance) and 60.8 (Annual Leave Loading).

2. Annual Leave

Perfusionists who participate fully in the On-call roster such that they are available for duty on ten or more weekends shall be entitled to 38 hours annual leave in addition to the leave prescribed in clause 60 (Annual Leave).

3. Salaries

The salaries provided for below incorporate the provisions of this Agreement referred to in clause 1.2(b) of this Schedule. These rates are based on the Perfusionists rates in SCHEDULE 2 of this Agreement multiplied by a factor of 1.66 to incorporate the entitlements in the Agreement provisions exempted under clause 1.2(b) of this Schedule that would otherwise be applicable.

4. Salary Rates (per week)

Alfred Health Clinical Perfusionists Classifications	FFPPOA 25 January 2017	FFPPOA 25 January 2018 3.25%	FFPPOA 25 January 2019 3.25%	FFPPOA 25 January 2020 3.25%
Grade 1 Year 1	\$1,706.15	\$1,761.60	\$1,818.85	\$1,877.96
Grade 1 Year 2	\$1,828.49	\$1,887.92	\$1,949.27	\$2,012.62
Grade 1 Year 3	\$1,980.71	\$2,045.09	\$2,111.55	\$2,180.18
Grade 1 Year 4	\$2,116.00	\$2,184.77	\$2,255.78	\$2,329.09
Grade 1 Year 5	\$2,218.92	\$2,291.04	\$2,365.50	\$2,442.37
Grade 1 Year 6	\$2,329.81	\$2,405.53	\$2,483.71	\$2,564.43
Grade 1 Year 7	\$2,447.17	\$2,526.71	\$2,608.82	\$2,693.61
Grade 2 Year 1	\$2,531.50	\$2,613.77	\$2,698.72	\$2,786.43
Grade 2 Year 2	\$2,606.86	\$2,691.59	\$2,779.06	\$2,869.38
Grade 2 Year 3	\$2,759.42	\$2,849.10	\$2,941.69	\$3,037.30
Grade 2 Year 4	\$2,952.64	\$3,048.60	\$3,147.68	\$3,249.98
Grade 2 Year 5	\$3,016.05	\$3,114.08	\$3,215.28	\$3,319.78
Grade 2 Year 6	\$3,095.07	\$3,195.66	\$3,299.52	\$3,406.75

SCHEDULE 5: ALFRED HEALTH - CLINICAL PERFUSIONISTS

Alfred Health Clinical Perfusionists Classifications	FFPPOA 25 January 2017	FFPPOA 25 January 2018 3.25%	FFPPOA 25 January 2019 3.25%	FFPPOA 25 January 2020 3.25%
Grade 2 Year 7	\$3,335.11	\$3,443.50	\$3,555.41	\$3,670.96
Grade 3 Year 1	\$3,417.28	\$3,528.34	\$3,643.01	\$3,761.41
Grade 3 Year 2	\$3,595.56	\$3,712.42	\$3,833.07	\$3,957.64
Grade 3 Year 3	\$3,954.45	\$4,082.97	\$4,215.67	\$4,352.68
Grade 4	\$4,471.04	\$4,616.35	\$4,766.38	\$4,921.29

5. Additional Payments

- 5.1 A Perfusionist who is not rostered on-call who is recalled shall be paid for all time worked at double the rate in clause 4 of this Schedule.
- 5.2 All hours worked after 7.30pm in relation scheduled elective cardiac surgery on Monday – Friday (inclusive) shall be paid for each such hour at double the rate in clause 4 of this Schedule.
- 5.3 ECMO and EVLP procedures performed outside normal hours shall be paid for each hour worked at double the rate in clause 4 of this Schedule.
- 5.4 A Perfusionist who attends a conference for approved Professional Development may request reimbursement for the costs of airfares, accommodation, registration costs and other incidental costs. Such requests will be considered on their merit and will not be unreasonably refused.

SCHEDULE 6: EASTERN HEALTH TURNING POINT RESEARCH AND EDUCATION EMPLOYEES

This Schedule will apply only in relation to Eastern Health and those of its employees who are Turning Point Research and Education Employees

1. Rates of Pay

In lieu of the rates of pay contained in SCHEDULE 2, the following rates of pay will apply:

Classification	Current Pay rates	FFPPOA 25-Jan-17 3.25%	FFPPOA 25-Jan-18 3.25%	FFPPOA 25-Jan-19 3.25%	FFPP OA 25 Jan 20 3.25%
Level A					
Research/Education Officer Year 1	\$1,254.80	1295.60	1337.70	1381.20	1426.20
Research/Education Officer Year 2	\$1,299.40	1341.60	1385.20	1430.20	1476.70
Research/Education Officer Year 3	\$1,337.60	1381.10	1426.00	1472.30	1520.20
Research/Education Officer Year 4	\$1,380.10	1425.00	1471.30	1519.10	1568.50
Research/Education Officer Year 5	\$1,430.30	1476.80	1524.80	1574.40	1625.60
Research/Education Officer Year 6	\$1,504.30	1553.20	1603.70	1655.80	1709.60
Research/Education Officer Year 7	\$1,559.80	1610.50	1662.80	1716.80	1772.60
Level B					
Research/Education Fellow Year 1	\$1,615.20	1667.70	1721.90	1777.90	1835.70
Research/Education Fellow Year 2	\$1,670.60	1724.90	1781.00	1838.90	1898.70
Research/Education Fellow Year 3	\$1,731.20	1787.50	1845.60	1905.60	1967.50
Research/Education	\$1,765.90	1823.30	1882.60	1943.80	2007.0

**SCHEDULE 6: EASTERN HEALTH TURNING POINT RESEARCH AND EDUCATION
EMPLOYEES**

Classification	Current Pay rates	FFPPOA 25-Jan-17 3.25%	FFPPOA 25-Jan-18 3.25%	FFPPOA 25-Jan-19 3.25%	FFPP OA 25 Jan 20 3.25%
Fellow Year 4					0
Level C					
Senior Research/Education Fellow Year 1	\$1,786.70	1844.80	1904.80	1966.70	2030.6 0
Senior Research/Education Fellow Year 2	1842.1	1902.00	1963.80	2027.60	2093.5 0
Senior Research/Education Fellow Year 3	\$1,897.70	1959.40	2023.10	2088.90	2156.8 0
Senior Research/Education Fellow Year 4	\$1,958.30	2021.90	2087.60	2155.40	2225.5 0
Senior Research/Education Fellow Year 5	\$2,013.90	2079.40	2147.00	2216.80	2288.9 0
Senior Research/Education Fellow Year 6	\$2,069.00	2136.20	2205.60	2277.30	2351.0 0
Senior Research/Education Fellow Year 7	\$2,124.60	2193.60	2264.90	2338.50	2414.5 0
Senior Research/Education Fellow Year 8	\$2,184.90	2255.90	2329.20	2404.90	2486.1 0
Senior Research/Education Fellow Year 9	\$2,240.10	2312.90	2388.10	2465.70	2545.8 0
Senior Research/Education Fellow Year 10	\$2,306.10	2381.00	2458.40	2538.30	2620.8 0

2. Classification Descriptors for Research/Education Officers and Fellows employed at Turning Point, Eastern Health

Appropriately tertiary qualified Research/Education Officers and Fellows will be classified into one of the following three levels detailed below on the basis of which of the following descriptors most accurately describes the duties they undertake and their professional standing and experience.

2.1 Level A. (Must have a relevant degree)

- (a) A *Level A* Research/Education employee will work under the direction of more senior staff. Progression through the seven (yearly) increments in *Level A* shall be based upon years of completed service and the incumbent shall be expected to develop expertise in education or research demonstrating increasing degrees of autonomy and a consolidation of skills with each incremental progression.
- (b) Responsibilities may include, but are not limited to data collection, data management, completing literature reviews, preliminary preparation of reports, development and delivery of training of non-accredited courses or Certificate IV competencies and dissemination activities. The position may undertake some aspects of grant development, project support or project management of small or minor projects but shall remain under the direction of a *Level B* or *Level C* Research/Education employee.

2.2 Level B. (Must have a relevant postgraduate qualification)

- (a) A *Level B* Research/Education employee will undertake independent research or education provision in their discipline or related field of work. Progression through the four (yearly) increments in *Level B* shall be based upon years of completed service and the incumbent shall be expected to demonstrate established expertise in education or research and demonstrate a sustained level of excellence in the movement through the increments.
- (b) The role is required to demonstrate ongoing contribution through professional practice, publication and the provision of advice to less experienced employees. An incumbent of a *Level B* position shall be required to co-ordinate or lead the activities of other staff as appropriate. Responsibilities may include but are not limited to project management, contributing to and assisting with grant and/or funding applications, substantial development and delivery of undergraduate and postgraduate teaching programs and the contribution to publications.

2.3 Level C. (Must have a relevant doctorate qualification)

- (a) A *Level C* Research/Education employee shall lead Turning Point research and education activities relevant to the specific profession, discipline, community or specialist field of expertise of the incumbent. A *Level C* employee shall be required to perform the full range of responsibilities for the co-ordination and implementation of programs or projects as determined by the organisation.
- (b) Progression through the ten (yearly) increments in *Level C* shall be based upon years of completed service. Responsibilities include but are not limited to, the development of the strategic direction, sourcing and securing project and program opportunities and funding from contributing stakeholders, the accountability for meeting financial, quality and time related targets and objectives for projects, effective staff management, contribution of advanced expertise and knowledge to the strategic planning process and continued demonstrated contribution to academic achievement and policy decision making at a senior management level.

SCHEDULE 7: MELBOURNE HEALTH, WESTERN HEALTH NORTHERN HEALTH MARKET CONTESTABILITY AGREEMENT

1. Preamble

- 1.1 This Agreement is designed to ensure that any market contestability program within Melbourne Health, Western Health or Northern Health proceeds in an orderly and fair but expeditious manner at all times.
- 1.2 A copy of this Agreement will be provided to all contractors or tenderers competing in a market testing process with a requirement that all provisions of this Agreement relating to the employment of Health Services staff by contractors will be included in the Contracts.
- 1.3 As soon as practicable after the announcement of the preferred contractor(s) or tenderer(s), employees, and the employees representatives which may include the Union, shall be advised as to the name of the preferred contractor(s) or tenderer.

2. Parties Bound

The parties to this agreement are:

- (a) Melbourne Health, Western Health and Northern Health; and
- (b) the Health Services Union and persons eligible to be members of the Union.

3. Definitions

- 3.1 **"Market Contestability Program"** means programs developed by Melbourne Health, Western Health or Northern Health to market-test services currently provided in-house. Reference to the "Market Contestability Program" in this document refers to those processes relating to the market testing of services leading up to and including the contract or service level agreement for either an external tenderer or contractor or an in-house team.
- 3.2 **"Market Testing"** means the competitive tendering of services under the market contestability program.
- 3.3 **"In-house provider" or "In-house Team"** means Melbourne Health, Western Health or Northern Health employees who participate in the preparation of an in-house bid, provided that participants on the in-house team shall be ordinarily employed in the work area subject to the contestability process.
- 3.4 **"In-house Bid"** means a tender prepared and/or submitted by an in-house team.
- 3.5 **"External Tenderer" or "Contractor"** means a company or organisation that responds to a request for tenders for services by Melbourne Health, Western Health or Northern Health.
- 3.6 **"Successful Tenderer"** means the in-house team or external tenderer or contractor that is awarded a contract for the provision of support services to the Health Services.
- 3.7 **"Managed Contract"** means any contract where the in-house team or external tenderer or contractor is required to specify the staffing structure in tender documentation and to establish and operate the management structure. Other than the contractor's or tenderer's management staff, all other employees remain employees of the Health Services.
- 3.8 **"Comparable Terms and Conditions"** means terms and conditions that are, on the whole, comparable to the terms and conditions applicable to affected employees covered by the Agreement. An in-house team or external tenderer or contractor, in

- order to offer comparable terms and conditions, will base any offer on the Ordinary Rates of Pay applicable to Health Services staff at the time of the offer.
- 3.9 **"Union"** means the Health Services Union (HSU),
- 3.10 **"The Health Services"** means Melbourne Health, Western Health and Northern Health.
- 3.11 **"Melbourne Health, Western Health and Northern Health"** mean the Melbourne Health, Western Health and Northern Health Services, their employees and agents including the following campuses:
- (a) Broadmeadows Health Service
 - (b) Bundoora Extended Care Centre
 - (c) The Northern Hospital
 - (d) North West Hospital
 - (e) The Royal Melbourne Hospital
 - (f) Werribee Mercy Hospital
 - (g) Western Hospital Footscray
 - (h) Sunshine Hospital
 - (i) The Williamstown Hospital
- 3.12 **"The Tenderer"** means the in-house provider or in-house team or external tenderer or contractor.
- 3.13 **"Significant Effect"** means a change to an employee's existing employment contract which may include:
- (a) the employee's position being made redundant;
 - (b) termination of employment;
 - (c) major changes in the composition, operation or size of the employer's workforce or in the skills required;
 - (d) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
 - (e) alteration to the employee's hours of work;
 - (f) the need for retraining or relocating the employee to other work or locations within the Health Service; or
 - (g) the restructuring of jobs.
- 3.14 **"Substantive Classification"** means the employees Ordinary Rate Of Pay as per SCHEDULE 2 of the Agreement. plus any allowances and penalties but excluding overtime payments.
- 3.15 **"Continuous Service"** means all accumulated service with The Health Services or other statutory bodies which is recognised by the Health Services immediately prior to the letting of the contract for the purposes of leave, redundancy, salary increments and notice entitlements.
- 3.16 **"Ordinary Rate of Pay"** means the wage or salary an employee would normally receive when going on Long Service Leave as defined in the Agreement.
- 4. Principles**
- 4.1 In undertaking a market contestability program The Health Services seek to ensure that a quality, efficient and cost effective service is provided. Recognising the importance of

SCHEDULE 7: MELBOURNE HEALTH, WESTERN HEALTH NORTHERN HEALTH MARKET CONTESTABILITY AGREEMENT

- job security, The Health Services will work with employees, the Union and any tenderer or contractor to maximise job security.
- 4.2 The Health Services are committed to conducting any market contestability program with compassion for employees and sensitivity to their dignity.
- 4.3 Consultation with employees and their Unions is recognised as an integral part of the process and The Health Services are committed to an open and timely consultative process.
- 4.4 To ensure that employees are informed and are able to make decisions about their part in the process The Health Services undertake to provide information on and education about the market contestability process and its likely impact on employees.
- 4.5 The employment relationships within Melbourne Health, Western Health and Northern Health are governed by certain industrial instruments. The Health Services will ensure that they comply with these industrial instruments.
- 4.6 The Health Services shall include all relevant industrial instruments including this Agreement in the tender documentation to ensure the tenderer or contractor is aware of all relevant provisions regulating the employment relationship between the Health Services and its employees.
- 5. Organisational Change - Market Contestability Programs**
- 5.1 The parties recognise that organisational change proposals relating to market contestability programs can easily generate fear and anxiety for employees affected. Concerns relating to issues such as job security, income, rosters and promotion are typically felt by employees subjected to change proposals.
- 5.2 The Health Services will consult with the Union where a definite decision is made by management in relation to the Market Contestability Program, and that decision is likely to have a significant effect on employees. Consultation will occur in accordance with this clause 30 and SCHEDULE 12 to this Agreement, (*Melbourne Health, Western Health And Northern Health Organisational Change Agreement*) .
- 5.3 Organisational change will be approached with the objective of increasing productivity and achieving savings and efficiencies rather than purely as a cost cutting exercise targeting employees' terms and conditions.
- 5.4 The following principles will apply in managing organisational change:
- (a) It is recognised that security of employment is an important objective, and one which the tenderer or contractor will work hard to achieve, in the context of the requirement of the contract with the Health Services.
 - (b) The tenderer or contractor will be required to commit to working through employment issues associated with organisational change in a co-operative manner with employees and the employees' representatives which may include the Union.
 - (c) Any organisational change that has a significant effect on the tenderer's or contractor's employees should be discussed with the employees and the employees' representatives which may include the Union, before that change is implemented. The Health Services will require the contractor to provide relevant information on the changes proposed.
- 5.5 In discussions with employees or the Union on organisational change the tenderer or contractor will provide information on the scope of the change including details on the number of employees affected by the change and staffing impacts, the type and timing of change proposed and the reasons for the proposed change. This information should be provided before any discussions take place.
- 5.6 Where there is a possibility of redundancies and/or redeployment from the tenderer or contractor, information on the reasons for the proposed redundancies and/or

redeployment, the number of employees and categories likely to be affected and the period over which redundancies and/or redeployment are likely to take place will be provided to the employees and the employees' representatives which may include the Union,

- 5.7 Where former employees of the Health Services are likely to be affected by redundancies from the tenderer or contractor there is to be a tripartite discussion with representatives of the tenderer or contractor, the affected employees and the employees' representatives which may include the Union, and the Health Services.

6. In House Bids

- 6.1 The Health Services will consult with the employees and the employees' representatives which may include the Union, regarding the inclusion of an in-house bid in any market and/or contestability program.
- 6.2 The Chief Executive Officers of The Health Services, or their delegate, shall facilitate the inclusion of an in-house bid if management and the employees employed in providing that service elect to initiate an in-house bid.
- 6.3 Where an in-house bid is made, the in-house bid will automatically be shortlisted in any expression of interest phase of the market testing process.
- 6.4 The Health Services will ensure that in-house teams are as competitive as possible in any market testing process.
- 6.5 The Health Services shall facilitate and pay reasonable costs associated with the engagement of consultants to assist an in-house team in participating in the market contestability program.
- 6.6 The Health Services will provide facilities to enable employees to participate fully in an in-house bid.

7. Terms And Conditions Of Employment Of Employees Of The Tenderer Or Contractor

- 7.1 The Health Services will require a tenderer or contractor to offer ongoing employment to suitably qualified employees up to the number of employees required to service the contract between the Health Services and the tenderer or contractor.
- 7.2 The Health Services will require tenderers or contractors to give an undertaking that the relocation of any ex-Melbourne Health, Western Health or Northern Health employees in their employment will be restricted to the Melbourne metropolitan area. Relocation shall be subject to mutual agreement, which shall not unreasonably be withheld.
- 7.3 The contractor in considering relocation of former Health Services staff shall take the personal circumstances of an individual employee into account.
- 7.4 It is recognised that individual employees may suffer financial loss in relation to additional travelling expenses as a result of relocation. Such financial loss which occurs within the first twelve months of the contract will be compensated by the tenderer or contractor as stated in clause 32.8(b) above.
- 7.5 Where the number of employees available exceeds the number of employees required to service the tender, the Health Services will require the tenderer or contractor to select staff on merit (merit is the demonstrated capacity to perform the duties and tasks of a position having regard to the requirements of the role).
- 7.6 The Health Services agree with the objective that staff should not be financially disadvantaged by a change in their employer through the market contestability program.
- 7.7 The Health Services will, in their assessment of tenders for contestable services, take into consideration the previous industrial history of the tenderers or contractors including; current industrial award and agreement conditions, compliance with relevant statutory obligations such as; occupational health and safety requirements,

SCHEDULE 7: MELBOURNE HEALTH, WESTERN HEALTH NORTHERN HEALTH MARKET CONTESTABILITY AGREEMENT

- environmental protection requirements, freedom of association provisions in the Act, employment of apprentices, equal employment opportunity and affirmative action.
- 7.8 The Health Services will require a successful tenderer to engage staff on terms and conditions that are on the whole comparable to the existing terms and conditions, including the provisions of all industrial instruments which applied whilst they were employed with the Health Services.
- 7.9 The Health Services will consult with employees and the employees' representatives which may include the Union, in determining whether the terms and conditions that are offered by a Contractor are comparable terms and conditions. The parties agree that any dispute arising over comparable terms and conditions will be resolved through the Dispute Settling Procedures of the Agreement. Indicative factors to be taken into consideration in assessment of comparability should include: remuneration, hours, rosters, shifts, leave arrangements, classifications, duties and responsibilities.
- 7.10 In the event of a contract for service being cancelled or terminated by The Health Services and the Health Service resumes ongoing responsibility (excluding any contractual step-in clauses) for the work covered by the contractor, the Health Services agree to employ staff based on the terms and conditions prescribed by this Agreement. Further, the Health Services agree to recognise the period of absence from the Health Services for continuity of service purposes.
- 7.11 If in the first twelve months of any contract an employee is re-employed by the Health Service by which they were employed immediately prior to the contracting out of that service, that Health Service agrees to recognise all previous, continuous, accumulated service with the Health Service and the contractor for the purposes of calculation of salary increments, personal, annual and Long Service Leave, notice period and redundancy payments.
- 7.12 Where a preferred tenderer or contractor has been announced, the Health Services acknowledges that the Unions may seek to negotiate a longer period for a staff member to return to the Health Services, particularly in areas where there are pre-existing agreements which provide for a longer period than twelve months. Such discussions shall take place in accordance with subclause 12 of this schedule.
- 7.13 The Health Services will determine, during the evaluation of tenders, having regard to indicative factors in clause 7.9 of this schedule, whether the tenderer's or contractor's proposed terms and conditions are comparable terms and conditions.
- 7.14 All continuous service with the Health Services shall transfer to the tenderer or contractor and shall for the purposes of calculation of salary increment payments, personal and Long Service Leave, notice period and redundancy payments be regarded as service with the contractor. The parties will discuss any other terms of employment where continuous service is relevant to the conditions of employment of Health Services staff.
- 7.15 All Personal Leave including pro rata Personal Leave that has accrued to each employee during continuous service with the Health Services shall transfer to employment with a contractor or tenderer. Related financial arrangements, if any, will be included in the contractual negotiations between the Health Services and the successful contractor.
- 7.16 Annual Leave and Annual Leave Loading that has accrued whilst in employment with the Health Services shall transfer to employment with a contractor or tenderer for each employee.
- 7.17 All Long Service Leave entitlements including pro rata entitlements that have accrued during continuous service with the Health Services shall transfer to employment with a contractor. Related financial arrangements, if any, will be included in the contractual negotiations between the Health Services and the successful contractor.

- 7.18 In the event of a redundancy of a former employee of the Health Services during the period of a contract between a contractor and the Health Services, all continuous service the employee has with the Health Services shall be regarded as service with the contractor for the purposes of calculating total service to determine appropriate payments.
- 8. Superannuation Provisions For Those Employees Who Accept Positions With The Successful Tenderer Or Contractor.**
- 8.1 The successful tenderer or contractor shall become a contributing employer of HESTA or other applicable fund as provided for by the Agreement. There will be no changes for employees who are members of a fund recognised by the Agreement.
- 8.2 Three options are available to employees who are members of a defined benefits fund:
- (a) Transferring employees can take resignation benefit, or
 - (b) Transferring employees can defer to age 55 retirement benefits that have accrued to the date of transfer, or
 - (c) A discounted transfer benefit can be paid to the employee provided that it is rolled over to an approved fund.
- 8.3 An assessment may be made of the projected retirement benefit available for members of the revised and new superannuation schemes and the contributory scheme of the Hospital Superannuation Fund versus the retirement benefit available for employees of the new private hospital. Should it be established that there might be a disadvantage to an individual employee, the Government may make a once-off payment to that employee.
- 8.4 In order to enable each employee who is a member of a defined benefit fund to make an informed decision as to whether they should take a resignation benefit, a deferred retirement benefit or a discounted transfer, a financial counsellor will be made available to the employees concerned. The initial consultation shall be at no cost to the employee.
- 9. Income Maintenance**
- 9.1 Income maintenance for a period of twelve months will apply if employees suffer a loss of income when they take up an offer of employment with a tenderer or contractor.
- 9.2 Where an employee's income is reduced in the circumstances outlined in clause 9.1 of this schedule, their income, inclusive of penalty payments and allowances, shall be maintained for a period of twelve months by the tenderer or contractor.
- 9.3 Overtime payments are expressly excluded from income maintenance.
- 9.4 Income maintenance shall be based on the substantive classification of the employee immediately preceding the awarding of a contract to a tenderer or contractor inclusive of Higher Qualifications and Radiation Safety Officer Allowances. Income maintenance relating to penalties will be calculated on the average penalties and allowances received by the employee over the preceding twelve months.
- 9.5 Income maintenance may be paid as a lump sum to the employee or in two equal prospective payments where the amount of income is estimated to exceed 10% of their current base salary. Where there are two payments the first payment will be due when the employee commences with the tenderer or contractor or if the employee elects to receive both payments at the same time the combined payment will be due after 3 months employment with the successful tenderer or contractor. Where income maintenance is paid to an employee of a successful in-house team the employee may elect to have income maintenance paid as a fortnightly fixed allowance.
- 9.6 A full reconciliation shall be undertaken at the end of the income maintenance period or the cessation of employment and appropriate payments/repayments to be made by either the Health Service, tenderer or contractor or the affected employee where an

SCHEDULE 7: MELBOURNE HEALTH, WESTERN HEALTH NORTHERN HEALTH MARKET CONTESTABILITY AGREEMENT

underpayment/overpayment has occurred. Any repayment or payment will be made within 28 days of the final reconciliation being completed. The employee authorises their employer to deduct any overpayment from any final entitlements due on ceasing employment with the tenderer or contractor.

- 9.7 At the end of the income maintenance period the affected employee will be remunerated in accordance with the terms and conditions applicable to the particular position the employee has accepted with the tenderer or contractor.
- 9.8 Income maintenance will not apply where an employee requests employment on a part-time basis where they were previously full-time or where they voluntarily negotiate a change in their employment.

10. Job Security

- 10.1 In the first 12 months of a contract (excluding managed contracts) there will be no redundancies. If, however, during this period there is a requirement to vary staffing numbers the contractor will consult with the employees and the employees representatives which may include the Union, and use only voluntary packages in order to vary staff numbers. Any changes shall be in accordance with clause 5 of this Schedule to the Agreement.
- 10.2 In the case of a managed contract there will be a 12 month period of no redundancies. This period will commence once the number of staff established in the contract has been achieved over the agreed time frame in the contract. Where during the life of the contract there is a requirement to vary staff numbers from those specified in the initial contract, the Health Services agree in the first instance to consult with the employees, and the employees representatives which may include the Union, regarding the potential impact on staff. Consistent with recent practice the Health Services would first seek expressions of interest in voluntary departure packages from affected staff. The Health Services are committed to applying the provisions of this Agreement, specifically those clauses concerning redeployment, retraining, relocation and redundancy set out at clause 32.9(b) of this Agreement. For the purpose of this Clause, change in staff numbers refers to those changes resulting from any change in production, program, organisation structure and technology, including any major change in the composition, operation or size of the Health Services workforce or in the skills required.
- 10.3 Where there is a significant change in the level and/or quality of service required in a particular institution(s) within a Health Service, the Health Service may require an in-house team, or external contractor, to alter their service delivery arrangements and cost structures to meet the new requirement. "Significant change" does not include expected fluctuations and variations in service levels which arise in the normal course of business. In such cases the Health Service shall consult the employee representatives, which may include the Union, on the arrangements that will apply to the in-house team and/or external contractor.
- 10.4 Where a staff member is made redundant at any time during the life of a contract then the staff member's previous continuous service with the Health Service will count in calculating any redundancy payments.

Nothing contained in this clause shall derogate from the right of the Health services to dismiss an employee for serious/wilful misconduct.

- 10.5 Where an employee accepts a Voluntary Departure Package(VDP) pursuant to clause 10.2 of this SCHEDULE 7 they cannot be re-employed by a Victorian Public Sector Agency within a period of three years from their date of exit with a VDP.
- 10.6 Employees taking a VDP will be restricted from employment with any contractor to any of the Health Services for a period of eighteen months from the date of payment of the VDP.
- 11. Transition**
- 11.1 The parties to this Agreement will work together to ensure a smooth transition to new arrangements for the delivery of support services after the awarding of a contract to either an in-house team or an external contractor.
- 11.2 The Health Services will require a contractor to enter into good faith discussions with the employees representatives which may include the Union, regarding the entire terms and conditions of employment for the employees of the contractor and on the arrangements for managing change on the sites where services are being delivered. The Health Services agree to facilitate a meeting between the contractor and the employee representatives to discuss the new employer/employee relationship.
- 11.3 For the purposes of clause 11.2 of this schedule, a one month period for negotiations shall commence after the announcement of the preferred contractor or tenderer.
- 12. Dispute Settling**
- Any disputes arising from this schedule shall be dealt with in accordance with the Disputes Settling Procedures of the Agreement.

SCHEDULE 8: ROYAL WOMEN'S HOSPITAL, ROYAL CHILDREN'S HOSPITAL GENERAL EMPLOYMENT, REDUNDANCY AND ORGANISATIONAL CHANGE AGREEMENT

1. Definitions and Interpretation

- 1.1 A reference to any statute, regulations or award shall include any statutory modification, re-enactment or variation thereto.
- 1.2 In this schedule unless the context would otherwise indicate:
- (a) **"HSU"** means the Health Services Union.
 - (b) **"COPAS"** means Community Oriented Paediatric and Adolescent Services.
 - (c) **"CAP"** means the College of American Pathology.
 - (d) **"CQI"** means Continuous Quality Improvement.
 - (e) **"Department Head"** means a person employed by the Hospitals under the provision of the Agreement who is responsible for a Department or a nominated section of the Hospital.
 - (f) **"Designated work group"** means a group of Employees at a workplace that is entitled to elect an occupational health and safety representative.
 - (g) **"Divisional Director"** means a person appointed as such by the Hospitals.
 - (h) **"Employee"** means a person employed by the Health Services in either a full-time, part-time, temporary or Casual capacity, who is eligible to be an HSU member, save for Clinical Perfusionists and Pharmacists.
 - (i) **"Health Services"** or **"Hospitals"** mean the Royal Women's Hospital and the Royal Children's Hospital.
 - (j) **"NATA"** means the National Association of Testing Authorities.
 - (k) **"NNU"** means Neo Natal Unit.
 - (l) **"Ordinary hours"** means for full time Employees an average of 38 hours per week.
 - (m) **"Partial incapacity"** means an inability arising from an injury or illness such that the Employee is not able to return to their pre-injury employment but is able to return to work in suitable employment.
 - (n) **"Parties"** means the HSU and the Health Services.
 - (o) **"PICU"** means Paediatric Intensive Care Unit.
 - (p) **"Total incapacity"** means an inability arising from an injury or illness such that the Employee is not able to return to work, whether in the Employee's pre-injury employment or in suitable employment.
 - (q) **"Union"** means the Health Services Union.

2. Payment of Wages

- (a) Should an error occur in the payment of the Employee, the Hospital agrees to correct an underpayment by the drawing of a cheque for all monies outstanding as soon as practicable following the discovery of the error, unless otherwise mutually agreed. Any underpayment less than 5% of the Employee's fortnightly salary will be corrected in the next pay period. Should the error be an

overpayment, the Employee will be notified in writing of the details of the error. The employer will correct the overpayment by fortnightly deduction from their pay, in instalments of 10% of their fortnightly salary or the total amount, whichever is the lesser, until the full amount of the overpayment has been reimbursed to the Health Service.

- (b) Where a single overpayment exceeds the Employee's normal four weekly salary, the hospital reserves the right to seek to have the overpayment repaid in instalments of not more than 50%. If the Employee satisfies the Hospital that he/she is unable to meet this repayment the Employee may apply to vary the payment schedule.

3. Personal Leave

In lieu of the provisions of subclause 62.3(d) of the Agreement, (Personal Leave) the following provision will apply:

- (a) An Employee may be absent on the grounds of illness or injury on six (6) days in any one year (as either single days or as two days at a time) without having to provide evidence to the Hospital.
- (b) If the Employee is not absent as provided in clause 3(a) to this schedule, they will be credited with one (1) day of annual leave for every two (2) days of personal leave not taken. However, if the Employee advises the Health Service in writing not less than (4) weeks prior to the conclusion of any one year, they may elect to retain the unused personal leave as accrued personal leave credits.
- (c) For the purpose of this clause "day" means the number of hours in a shift that an Employee is ordinarily rostered to work and "days" has a corresponding meaning.
- (d) For the purpose of this clause "in any one year" shall mean the year ending at the completion of the pay period after the date 1 November, or in the case of new Employees, on the anniversary of their commencement date.

4. Annual Leave

An Employee can elect to convert the 17.5% leave loading into annual leave credits, provided:

- (a) the Employee advises the Hospital in writing not less than four (4) weeks prior to the accrual of the annual leave; and
- (b) the leave credits are taken by the Employee within six months after the date upon which the right to such holiday accrues.

5. Professional Development Leave

- 5.1 In addition to the provisions of clause 70 of the Agreement, the following provisions shall apply.
- 5.2 In recognition of the importance of ongoing professional development, an Employee may seek approval for 5 days paid professional leave per year, to attend a conference, seminar, workshop etc. approved by the Hospital.
- 5.3 Professional Development leave is cumulative over a two (2) year period.

6. Long Service Leave

- 6.1 In addition to the provisions of clause 65 of the Agreement, the following provisions shall apply.
- 6.2 An Employee can elect to take Long Service Leave in separate periods of not less than one month, provided four weeks' notice is given and provided there is mutual agreement between the employer and the Employee.

7. Dispute Settling

Any dispute arising in relation to this schedule shall be dealt with in accordance with Clause 13 of the Agreement.

8. Rehabilitation

8.1 Relationship with the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)

The provisions of this clause shall be read and interpreted wholly in conjunction with the *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)* or its successors at law.

8.2 Introduction

- (a) The parties are committed to achieving a healthy and safe work environment for all Employees and will seek, as far as is practicable, to ensure the prevention of workplace injury and illness.
- (b) The parties are committed to an "early intervention" strategy, which identifies work processes that may place Employees at risk and ensures the early reporting of hazards, symptoms and signs of injury and disease. This commitment includes:
 - (i) reporting of work related injuries which require time off work, prior to leaving the workplace;
 - (ii) regular safety audits by Department Heads;
 - (iii) control, as far as is practicable, of identified hazards.
- (c) Despite the preventive measures undertaken, injuries will occur in any work environment from time to time. Consequently, there is a need for a rehabilitation process aimed at minimizing the suffering and cost incurred, and maximizing the speed with which injured Employees are returned to their pre-injury employment, or other suitable employment. "Suitable employment" means employment for which the Employee is suited, having regard to:
 - (i) the nature of the Employee's incapacity and pre-injury employment;
 - (ii) the Employee's age, education, skills and work experience;
 - (iii) the Employee's place of residence;
 - (iv) the details given in medical information, including the medical certificate supplied by the Employee;
 - (v) the Employee's rehabilitation program or vocational re-education program, if any.
- (d) The parties are committed to the early and effective rehabilitation of injured Employees.
- (e) The Health Service will provide a copy of this clause to all Employees who make a claim for compensation involving time off work.

8.3 Rehabilitation Principles

- (a) Occupational rehabilitation is a planned strategy to achieve the restoration of injured/ill Employees to their maximum achievable potential and includes the provision of reasonable and appropriate services required to achieve this, consistent with medical advice. The provision of effective rehabilitation is an integral part of a workplace occupational health, safety and welfare program.
- (b) Early intervention leads to maximum gains from rehabilitation. Rehabilitation should begin as soon as the injury is reported and in the manner consistent with the advice of the Employee's treating practitioner. The aim should always be to keep the Employee at work, if at all possible.

- (c) No Employee shall be dismissed solely for the reason that they have lodged a claim for compensation, is receiving WorkCover payments or is partially incapacitated for work.

8.4 Consultative Process.

- (a) The Health Service will ensure that consultation occurs with all parties necessary to secure an Employee's return to work after illness or injury.
- (b) Where requested the Health Service will consult with HSU to ensure that the occupational rehabilitation programs affecting or involving HSU members proceed effectively and without dispute.
- (c) The Health Service will consult Employees and where requested the HSUA where any job offer is to be made to an incapacitated employee which would:
 - (i) affect the duties and working conditions of other Employees; or
 - (ii) alter the workplace, including the work processes or work environment; or;
 - (iii) have any ramifications likely to affect industrial harmony.

8.5 Return to Work

- (a) Unless otherwise agreed with the Employee, or the Employee resigns from their position, the following principles will apply to the return to work of injured Employees.
- (b) Consistent with the advice of the Employee's treating practitioner and/or rehabilitation provider, the return to work aspect of rehabilitation should initially aim to return injured Employees to their original duties, position and work location.
- (c) The Health Service will, save where clause 13 of this Agreement is invoked, retain an injured Employee's pre-injury position for 12 months and if within that period an injured Employee's treating practitioner deems that the Employee is capable of returning to their pre injury duties, that position will be made available.
- (d) Where the Employee's incapacity has extended beyond 12 months and the Employee's pre-injury position has been permanently filled and the injured Employee's treating practitioner states that the Employee is capable of returning to their pre-injury duties, the Employee will be offered a comparable position. Such a position should as far as possible be a position of the same status and remuneration as the Employee's pre-injury position.
- (e) Where the Employee's pre-injury position has been made genuinely redundant and the Employee's incapacity has extended beyond 12 months that Employee will be entitled to the redundancy benefits provided by this schedule. An Employee shall be able to obtain a Voluntary Departure Package as set out in clause 6 of SCHEDULE 12 if they satisfy all the conditions relating to the availability of the Voluntary Departure Package.
- (f) Where return to pre-injury position and duties is not possible because of the Employee's injury or incapacity, the injured Employee's position/duties should be modified by agreement to accommodate the Employee's return to work in line with the treating doctors and/or rehabilitation providers and/or WorkCover doctors recommendations.
- (g) Where return to modified position/duties is not possible because of the Employee's injury or incapacity, an injured Employee may return to other suitable meaningful employment with appropriate training if necessary. Such a position should as far as possible be a position of the same status and remuneration as the Employee's pre-injury position.

- (h) The Health Services must provide suitable employment to a partially-incapacitated Employee within 6 weeks of the Employee's treating doctor or rehabilitation provider determining that an injured Employee is no longer totally incapacitated for work.
- (i) Medical scientists will be returned to work in medical scientist positions unless this is not possible because of the Employee's injury or incapacity, or it can be demonstrated that no suitable position is available.
- (j) Where Employees cannot be returned to work in a position within their specialty, the injured Employee will be entitled to transfer to a suitable position, given the Employee's experience, training and qualifications as soon as a position becomes available.

8.6 Rehabilitation/Return to Work Management.

- (a) Injured Employees have the right to choose their own doctor.
- (b) Participation in a rehabilitation program will be on a voluntary basis. However, should an injured Employee refuse rehabilitation from an agreed provider or fail to actively participate in a rehabilitation program, the Health Service may deem it necessary to take some action. Prior to any action being taken, discussions will take place between the Health Service, the Employee, HSU or other nominated representative to determine what action if any is appropriate given the specific circumstances.
- (c) Where the Employee's treating practitioners and/or a medical practitioners and/or a medical practitioner provided and paid for by the Victorian WorkCover Authority are providing conflicting medical opinion, the Employee may assist in resolving such conflict by obtaining another medical opinion from a mutually-agreed medical practitioner. The Health Service and Employee representatives, which may include the Union, will consult, and develop an agreed list of doctors for the purposes of this sub-clause.
- (d) Either party can invoke the provisions of clause 13 of the Agreement. (Dispute Settlement).
- (e) Access to an agreed rehabilitation provider will not be unreasonably withheld by the Health Service.
- (f) Subject to advising the Employee's immediate supervisor, who must advise the Rehabilitation Co-ordinator, an Employee who has returned to work on a rehabilitation program and who believes the work aggravates/will aggravate the injury/illness may cease work to promptly seek advice from the Rehabilitation Co-ordinator, a doctor, rehabilitation provider or their representative which may include the Union.
- (g) An Employee returning to work on reduced hours will be entitled to rest and meal breaks provided for by the Agreement and/or general custom agreed within the Hospitals. Any rest periods/therapeutic breaks in addition to rest and meal breaks must be specified by the Employee's treating, doctor.
- (h) Rest/therapeutic breaks may be taken away from the work area at the request of the Employee. Where necessary an agreed suitable rest area will be provided for the Employee on request.
- (i) Where rest/therapeutic breaks are to be taken away from the work area the Employee must advise the Rehabilitation Co-ordinator.
- (j) All reasonable workplace and/or work-process modifications necessary to enable an Employee to return to (or to remain at) work will be undertaken before the Employee commences (or continues) the return to work.

- (k) Changes to the rehabilitation program will only be made after consultation with the injured Employee, the Rehabilitation Coordinator, the rehabilitation provider and/or the treating doctor and where requested, the Union.
- (l) All offers of employment by the Health Service will be made in writing and will comply with the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic.) and Regulations to the Act. All offers of employment must include a detailed description of the job offered, the working hours, and the remuneration applicable.

9. Occupational Health and Safety

9.1 Relationship with the Victorian Occupational Health and Safety Act 2004

The provisions of this clause shall be read and interpreted wholly in conjunction with the Victorian Occupational Health and Safety Act 2004.

9.2 Designated Work Groups

The Health Services will establish agreed designated work groups with the relevant Employees and their representatives which may include the Union.

9.3 Occupational Health and Safety Representatives

- (a) Elections for Employee Occupational Health and Safety representatives shall be conducted by Employees, and their representatives which may include the Union.
- (b) Only Employees in the designated work group may nominate.

9.4 Health and Safety, Committee membership

Employees, and their representatives, which may include the Union, shall be entitled to nominate an agreed number of OH&S representatives to the Health Service's Occupational Health and Safety Committee.

9.5 Training

Where OH&S Representatives are attending OH&S Representative training courses approved under the Victorian Occupational Health & Safety Act, the Health Services will pay any course fees not exceeding \$150.00.

10. Education and Training

Relevant and specific in-service education and training will be offered to all Employees on a regular basis comprising a minimum of 4 hours per month.

SCHEDULE 9: ROYAL CHILDREN'S HOSPITAL – CLINICAL PERFUSIONISTS

1. Application of this Schedule

This Schedule Agreement applies only to Clinical Perfusionists employed by the Royal Children's Hospital.

Clinical Perfusionists employed by the Royal Children's Hospital:

- (a) will be covered by this Schedule; and
- (b) will be covered by this Agreement, save for the following provisions: clauses 54 (Hours of Work), 56 (Rosters), 58 (Overtime), 59 (On Call-Recall), 55 (Shift Work), 76 (Public Holidays), 79 (Travelling Transport and Fares), 83 (Child Care Costs) and 60.8 (Annual Leave Loading).

2. Replacement of Positions

- (a) Where an employee is absent on prolonged leave, such as extended annual leave, parental leave, or WorkCover, The employer will where practical, fill that employee's position.
- (b) Where a Clinical Perfusionist takes long service leave, the Cardiac Surgery Unit, in conjunction with the Divisional Directors responsible for the area, will decide as to whether it covers the absence by either:
 - (i) hiring an appropriately qualified perfusionist with paediatric perfusion experience, or
 - (ii) covering the absence with the remaining staff members.
- (c) If the Cardiac Surgery Unit decides that the absence will be covered by the remaining perfusionists, it is recognised that, the workload of the remaining perfusionists will increase having regard to:
 - (i) The number of cases
 - (ii) The total hours of work
 - (iii) The amount of on-call
 - (iv) The amount of administrative work
- (d) It is expected that the increase in workload will be shared equally among the remaining perfusionists.
- (e) An additional payment will be made to each perfusionist in recognition of this increased workload, to be paid fortnightly.
- (f) The additional payment will be equal to 0.75 of the salary of the perfusionist on long service leave, divided by the number of remaining effective full time equivalent perfusionists, to obtain the amount to be paid to a full-time perfusionist. Part-time perfusionists shall be paid pro rata of this amount according to their contracted hours.

3. Employment of Casual Clinical Perfusionists

- (a) Employment of casual employees will only occur after discussion and agreement with the Chief Perfusionist and the Director of Cardiac Surgery.
- (b) Casual employees may be engaged by the hour to provide for short-term emergency situations.
- (c) Casuals may be employed to work in any classification.

4. Hours of Work

- (a) The role of the Clinical Perfusionist is such that patient and service delivery requirements are unpredictable and do not readily fit within a structured roster pattern.
- (b) Starting and finishing times need to be flexible to suit work demands as they arise. The timing of meal breaks and rest pauses may be varied without penalty, to meet changing hospital and patient demands.
- (c) The Clinical Perfusionist Grade 4, in conjunction with the other perfusionists employed by the hospital, will ensure that, where possible, the hospital is provided with perfusion cover that ensures sufficient employees are available as and when required to meet patient needs on a 24 hour, 7 day week basis.
- (d) The employee must record all time worked on the employer's time-card or other method determined by the employer.

5. Weekend Work

Where work is performed in excess of 38 hours per week between 7.00 pm Friday and 7.00 am Monday it shall be paid at single time, apart from PETS-ECMO retrievals.

6. Public Holidays

- (a) An employee who works on a public holiday (as specified in clause 76) which falls on a weekend (Saturday or Sunday), will be paid for the time so worked at the rate of time and a half in addition to the weekly wage prescribed herein.
- (b) For worked performed on public holidays other than those which fall on weekends, the employee will be paid for the time so worked at the rate of single time in addition to the weekly wage prescribed herein.
- (c) Where a public holiday falls on a day upon which a full-time employee would ordinarily have been required to be on duty (other than weekends), but the employee is on an accrued day off, another day shall be determined by the Employer to be taken by the employee in lieu of the public holiday, such day to be within the same work cycle where practical.

7. PETS- ECMO Retrievals

- (a) The parties recognize the extraordinary nature and unusual circumstances that are encountered by the Perfusionist during retrieval of patients on ECMO from other hospitals within Victoria or interstate.
- (b) When perfusionists are required to perform PETS-ECMO retrievals they will be paid at double time for all hours worked outside 7.00 am and 7.00 pm Monday to Friday, and from 7.00 pm Friday to 7.00 am Monday.

Note: All costs associated PETS-ECMO retrievals with be invoiced to the originating health service.

8. Annual Leave

- (a) Perfusionists who participate fully in the On-call roster such that they are available for duty on ten or more weekends shall be entitled to 38 hours annual leave in addition to the leave prescribed in clause 60 (Annual Leave).
- (b) An employee whose annual leave accrual exceeds 7.5 weeks, and deferment of the leave has not been approved in writing by the employer, the employee may be directed to be on leave until such time as the employee's accrual reduces to not more than 7.5 weeks. For the purpose of this clause, the above accrual is the sum of the employee's entitlement plus the pro-rata leave entitlement.

9. Professional Development Leave

- (a) In recognition of the importance of ongoing professional development, an employee may seek approval for 5 days paid professional leave annually, to attend a conference, seminar, workshop etc. approved by the employer.
- (b) The employer shall not unreasonable withhold authorisation for Professional Development leave.
- (c) Professional Development Leave is cumulative over a two (2) year period.
- (d) The employees may negotiate with the employer for professional development leave beyond the quantum in this clause providing there is no interruption to Perfusionist services during the taking of such leave. On recommendation of the Director of Cardiac Surgery, such "extra" leave may be granted at the absolute discretion of the employer and must be approved by the relevant Divisional Director.

10. Working From Home

Subject to operational requirements and with the approval of the Director of Cardiac Surgery, a perfusionist may work from their home of residence in circumstances where the work is project based and may be performed with a high level of autonomy.

11. Salaries

- (a) The salaries provided for in Attachment 1 to this Schedule shall incorporate all previous award or Agreement payments made in respect of all allowances, including but not limited to shift allowances and penalties, change of shift allowance, on-call and recall payments, annual leave loading, ordinary hours performed on weekends, meal allowances, travelling allowances, higher duties allowances, working through meal breaks and rest breaks, and telephone allowances.
- (b) The salary incorporates payment of overtime when employees are required to work outside of normal work hours, or in excess of 38 hours per week, except in relation to PETS-ECMO retrievals and overtime worked between 7.00 pm Friday and 7.00 am Monday.

ATTACHMENT 1: RCH CLINICAL PERFUSIONISTS RATES OF PAY AND ALLOWANCES**1. Salary Rates (per week)**

RCH Clinical Perfusionists Classifications	Current Rate	FFPPOA 25-Jan-17 3.25%	FFPPOA 25-Jan-18 3.25%	FFPPOA 25-Jan-19 3.25%	FFPPOA 25-Jan-20 3.25%
Grade 1 Year 1	\$1,311.80	\$1,354.40	\$1,398.40	\$1,443.80	\$1,490.70
Grade 1 Year 2	\$1,406.20	\$1,451.90	\$1,499.10	\$1,547.80	\$1,598.10
Grade 1 Year 3	\$1,529.50	\$1,579.20	\$1,630.50	\$1,683.50	\$1,738.20
Grade 1 Year 4	\$1,634.10	\$1,687.20	\$1,742.00	\$1,798.60	\$1,857.10
Grade 1 Year 5	\$1,719.10	\$1,775.00	\$1,832.70	\$1,892.30	\$1,953.80
Grade 1 Year 6	\$1,804.90	\$1,863.60	\$1,924.20	\$1,986.70	\$2,051.30
Grade 1 Year 7	\$1,888.50	\$1,949.90	\$2,013.30	\$2,078.70	\$2,146.30
Grade 2 Year 1	\$2,335.50	\$2,411.40	\$2,489.80	\$2,570.70	\$2,654.20
Grade 2 Year 2	\$2,449.20	\$2,528.80	\$2,611.00	\$2,695.90	\$2,783.50
Grade 2 Year 3	\$2,620.90	\$2,706.10	\$2,794.00	\$2,884.80	\$2,978.60
Grade 2 Year 4	\$2,795.30	\$2,886.10	\$2,979.90	\$3,076.70	\$3,176.70
Grade 2 Year 5	\$2,855.20	\$2,948.00	\$3,043.80	\$3,142.70	\$3,244.80
Grade 2 Year 6	\$2,930.40	\$3,025.60	\$3,123.90	\$3,225.40	\$3,330.20
Grade 2 Year 7	\$3,148.80	\$3,251.10	\$3,356.80	\$3,465.90	\$3,578.50
Grade 3 Year 1	\$3,226.80	\$3,331.70	\$3,440.00	\$3,551.80	\$3,667.20
Grade 3 Year 2	\$3,395.80	\$3,506.20	\$3,620.20	\$3,737.90	\$3,859.40
Grade 3 Year 3	\$3,735.90	\$3,857.30	\$3,982.70	\$4,112.10	\$4,245.70
Grade 4	\$4,207.80	\$4,344.60	\$4,485.80	\$4,631.60	\$4,782.10

2. Higher qualifications allowance (Per Week)

Qualification Allowance	Current Rate	FFPPOA 25-Jan-17 3.25%	FFPPOA 25-Jan-18 3.25%	FFPPOA 25-Jan-19 3.25%	FFPPOA 25-Jan-20 3.25%
Graduate Certificate	\$46.20	\$47.70	\$49.30	\$50.90	\$52.60
Graduate Diploma	\$75.10	\$77.50	\$80.00	\$82.60	\$85.30
MAACB, M Sc, M App. Sc., MAIP,	\$86.65	\$89.50	\$92.40	\$95.40	\$98.50
FAACB, FAIMLS, Ph.D, D Sc, FAIP, FIMLS	\$115.65	\$119.40	\$123.30	\$127.30	\$131.40

SCHEDULE 10: ST VINCENT'S HEALTH (MELBOURNE) LTD. GENERAL CONDITIONS AGREEMENT

1. Overtime

The following clause shall apply in addition to all other overtime provisions of this Agreement.

Notwithstanding any other provision of this Agreement an employee may elect in lieu of payment of overtime to take time off equivalent to the time worked at the appropriate penalty rate at a time mutually agreed between the employer and the employee, in which case the time off shall be granted within two weeks of working the overtime, or by mutual agreement between the employer and the employee, an employee may elect in lieu of payment of overtime to take time off equivalent to the time worked at ordinary time in conjunction with their annual leave.

In the event that an employee elects in lieu of payment of overtime to take time off in conjunction with their annual leave, such time will not be subject to the annual leave loading.

2. Long Service Leave

In addition to all other provisions of this Agreement, Long Service Leave and pro-rata Long Service Leave may be taken, by mutual agreement, in instalments of not less than one week. The number of instalments so taken is limited only by the requirement that there be mutual agreement.

3. Income Protection

- (a) At the date this Agreement comes into operation, St Vincent's Health (Melbourne) Limited will:
 - (i) cease applying the Income Protection insurance provisions described at clause 4. Schedule N of the *Victorian Public Health Sector (Medical Scientists, Pharmacists & Psychologists) Enterprise Agreement 2012-2016*; and
 - (ii) start crediting personal leave to eligible Employees at the rate of accrual provided under subclause 62.3 of this Agreement.
- (b) Eligible employees covered by the Income Protection insurance provisions described in 3(a)(i) above are Medical Scientists, Dietitians, Perfusionists and Psychologists who were employed by St Vincent's Health (Melbourne) Limited on the day immediately prior to the date of operation of this Agreement.
- (c) Personal Leave entitlements foregone under the *St Vincents Hospital (Medical Scientists and Psychologists) Enterprise Agreement 1994* and its successor agreements including under clause 4.6 of Schedule N of the *Victorian Public Health Sector (Medical Scientists, Pharmacists & Psychologists) Enterprise Agreement 2012-2016*, on account of Income Protection Insurance, will be re-credited to staff who were eligible employees as described in 3(b) above, for the entire period of their employment by St Vincent's Health (Melbourne) Limited up to and including the day immediately prior to the date of operation of this Agreement, at the rate of accrual specified in clause 62.3 of this Agreement.
- (d) For any employee who has received any income protection payments, the number of hours of personal leave to be re-credited in accordance with 3(c) will

be reduced by 75% of the number of hours for which the employee received income protection payments.

4. Personal Development Leave

- (a) In addition to all other provisions of this Agreement each employee shall be entitled to two days of personal development leave each calendar year.
 - (i) Additional personal development leave may be granted by the employer.
 - (ii) The initiative to take such leave is expected to lie with each employee.
 - (iii) Personal development leave must be broadly relevant to the employee's work.
 - (iv) In granting personal development leave, the relevant unit, department or division had shall take account of the day to day requirements of the area concerned.
 - (v) The employer shall make every endeavour to provide adequate staffing relief for an employee who takes such leave.
- (b) Personal development leave is not cumulative from one year to the next.

5. Occupational Health and Safety

- (a) The provisions of this clause shall be read and interpreted subject to the *Occupational Health and Safety Act 2004* (VIC).
- (b) The employer will maintain a system of agreed designated work groups with employees, and their representatives which may include the Union.
- (c) Elections for employee occupational health and safety representatives shall be conducted by the employees and their representatives which may include the Union on behalf of the employer and the designated work group.
- (d) Employees' representatives which may include the Union, shall be entitled to nominate an agreed number of occupational health and safety representatives to the employer's Occupational health and Safety Committee which shall comprise equal numbers of employer and employee representatives.
- (e) Occupational health and safety representatives shall be entitled to attend approved relevant courses. Any reasonable course fees shall be paid by the employer.

6. Rehabilitation

- (a) The provisions of this subclause shall be read and interpreted subject to the *Occupational Health and Safety Act 2004* (VIC).
- (b) The parties to this schedule are committed to achieving a healthy and safe work environment for all employees and will actively seek to ensure the prevention of workplace injury and illness as far as is practicable.
- (c) The parties to this Agreement are committed to an early intervention strategy which identifies work practices that may place employees at risk and ensures the early reporting of hazards, symptoms and signs of injury and disease.
- (d) It is realistic to assume, despite the preventative measures undertaken, that in any work environment injuries will occur from time to time. Consequently there is a need for a rehabilitation process aimed at minimising the suffering and cost incurred and maximising the speed with which injured employees are returned to their pre-injury or other suitable employment.
- (e) The parties to this schedule are therefore committed to the early and effective occupational rehabilitation of injured employees.

- (f) Occupational rehabilitation is a planned strategy to achieve the restoration of injured/ill employees to the fullest physical, psychological, social, vocational and economic usefulness of which they are capable. It includes the provision of any reasonable and appropriate services required to achieve this, consistent with medical advice. The provision of effective rehabilitation is an integral part of a workplace occupational health, safety and welfare program.
- (g) Early intervention leads to maximum gains from rehabilitation. Rehabilitation should begin as soon as the injury is reported and in a manner consistent with the advice of the employee's treating practitioner. The aim should always be to keep the employee at work if at all possible.
- (h) No employee shall be terminated solely for the reason that the employee has lodged a claim for compensation, is on Workcover, or is incapacitated for work.
- (i) The employer will ensure that consultation occurs with each of the parties needed to secure an employee's return to work after illness or injury.
- (j) Where requested or where necessary, the employer will consult with employee representatives to ensure that the occupational rehabilitation programs affecting or involving employees proceed effectively and without dispute.
- (k) Where the employee's treating practitioner and/or a medical practitioner provided and paid for by the Workcover Authority, the employer or the Insurer are providing conflicting medical opinion, the employee shall be entitled to resolve such conflict by obtaining another medical opinion, at the employer's expense, from a mutually agreed, suitably qualified, independent medical practitioner. At the request of either party, the employer and employee representatives will consult and develop an agreed list of doctors to meet the requirements of this provision.
- (l) The following principles will apply to the return to work of injured employees:
 - (i) Consistent with the advice of the employee's treating practitioner and/or rehabilitation provider, the return to work aspect of the rehabilitation should initially aim to return injured employees to their original duties, position and work location.
 - (ii) In the event that an employee's treating practitioner deems that the employee is capable of returning to their pre-injury duties, that position will be made available.
 - (iii) Where return to pre-injury position and duties is not possible because of the employee's injury or incapacity, the injured employee's position/duties should be modified by agreement to accommodate the employee's return to work in line with their rehabilitation provider's recommendations and must be approved by the employee's treating doctor. Return to such modified duties shall be without loss of remuneration to the employee.
 - (iv) Where return to modified position/duties is not possible because of the employee's injury or incapacity, the employer shall provide other suitable employment, with appropriate training if necessary, without loss of remuneration to the employee concerned.
 - (v) The employer must provide suitable employment to a partially incapacitated employee within six weeks of the employee's treating doctor or rehabilitation provider determining that an injured employee is no longer totally incapacitated for work.
 - (vi) Employees will be returned to work in positions for which they are appropriately qualified by reason of qualifications and experience unless this is not possible because of the employee's injury or incapacity. In the latter case, the employee shall be entitled to transfer to a position for which

they are appropriately qualified as soon as such a position becomes available.

- (vii) Where injured employees are unable to return to a position for which they are appropriately qualified, the employer shall consult with employees and their representatives, which may include the Union, over suitable alternative employment.
- (viii) Injured employees have the right to choose their own doctor and rehabilitation provider.
- (ix) Notwithstanding sub-clause (viii) above, the employer and employee representatives will consult and develop an agreed list of doctors and accredited rehabilitation providers to whom employees can be referred for work-related injuries.
- (x) An employee who has returned to work on a rehabilitation program, and who believes that the work is aggravating the injury/illness will be permitted to cease work to seek advice from the rehabilitation coordinator, a doctor, rehabilitation provider or the employee representatives.
- (xi) An employee returning to work on reduced hours will be entitled to rest and meal breaks provided for in this Agreement and/or general custom agreed within the workplace. Any rest periods/therapeutic breaks specified by the employee's treating practitioner will be in addition to these rest and meal breaks.
- (xii) Rest/therapeutic breaks may be taken away from the work area at the request of the employee. Where necessary an agreed suitable rest area will be provided for the employee on request.
- (xiii) All reasonable workplace and/or work process modifications necessary to enable an employee to return to (or remain at) work will be undertaken before the employee commences (or continues) the return to work.
- (xiv) Changes to the rehabilitation program will only be made after consultation with the injured employee, the rehabilitation provider and/or the treating practitioner and, where requested, by the employee or their union representative if applicable.
- (xv) All offers of employment made by the employer will be made in writing and will comply with the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) as amended from time to time and any regulations to that act. All offers of employment must include a detailed description of the job offered, the working hours and the remuneration applicable and be approved by the employee's treating practitioner.

SCHEDULE 11: PROGRESSION OF MEDICAL SCIENTISTS FROM GRADE 1 TO GRADE 2 AT VICTORIAN CLINICAL GENETICS SERVICES

1. Medical Scientist progression from Grade 1 to Grade 2:

- (a) A Medical Scientist (Scientist) Grade 1 Year 7 may request assessment by their manager before the end of their 7th year to determine whether the Scientist is eligible for progression to a Scientist Grade 2 in accordance with this clause. It remains the responsibility of each Scientist's manager to ensure the appropriate assessment described in this clause is undertaken before the end of the 7th year of each Grade 1 Scientist.
- (b) If a Grade 1 Year 7 Scientist is not assessed in accordance with this clause as a result of a manager's inaction, they will be deemed to be competent in accordance with subclause 1(d) below and reclassified to Grade 2.
- (c) When assessing a Scientist Grade 1 Year 7 for progression to Grade 2 the criteria set out below will be applied. These criteria are intended to provide a method of quick, accurate and fair assessment of the experience and competence of each Scientist at this Grade and pay level.
- (d) It is assumed for the purpose of this clause that a Scientist who completes the final year level of Grade 1 will normally have acquired a broader range of skills, knowledge and clinical experience, such that progression to Grade 2 is warranted.
- (e) The criteria applied for progression under this clause will be fair and recognise the individual Scientist's demonstrated skills and competence.
- (f) A Scientist must demonstrate they have acquired special knowledge or depth of experience and/or is able to apply a level of performance worthy of additional remuneration. A Scientist who satisfies this criterion will progress to Grade 2.
- (g) Indicators of meeting the criterion in subclause 1(f) include at least four of the following:
 - (i) Demonstrated experience and competence to make independent analytical decisions in the performance and understanding of a wide range of diagnostic tests or procedures or of complex and/or specialised tests;
 - (ii) Demonstrated ability in giving professional advice within and outside the laboratory on appropriate scientific/clinical matters;
 - (iii) Demonstrated ability to critically assess and evaluate new equipment, instruments, pathology products or methods relevant to the diagnostic work of their laboratory;
 - (iv) Mentoring and/or training of undergraduate and graduate scientific staff within laboratory protocols
 - (v) Represent pathology and/or the health service on scientific/clinical committees or working groups;
 - (vi) Ability to initiate and develop new diagnostic and research procedures applicable in their laboratory environment;
 - (vii) Demonstrated ability to evaluate, critically assess and contribute, in the form of authorship, to peer-reviewed scientific publications;
 - (viii) Demonstrated commitment to further education and ongoing professional development, which may include attendance at scientific meetings and

SCHEDULE 11: PROGRESSION OF MEDICAL SCIENTISTS FROM GRADE 1 TO GRADE 2
AT VICTORIAN CLINICAL GENETICS SERVICES

activities recognised through the Australian Institute of Medical Scientists or equivalent professional body or Membership of Human Genetics Society of Australasia by examination

- (h) The assessment of a Scientist under this clause will be conducted in consultation with the scientist concerned, their manager and Group Leader.
- (i) If a Scientist does not meet the progression criterion referred to in subclause 1(f) of this clause, they will be given written reason/s as to why and offered an opportunity to be re-assessed 3 months after the date of the first assessment. If the Scientist does not meet the criterion after the second assessment they can make an application and will be assessed in the following year.
- (j) When a Scientist is assessed as competent to progress to Grade 2, the new grading will be confirmed in writing to them.
- (k) Any dispute that arises in relation to an assessment conducted under this clause will be dealt with through the disputes settlement procedure of this Agreement.
- (l) The provision of this clause will come into effect on 1 December 2017 or the operative date of the Agreement whichever is the later date.

SCHEDULE 12: ADDITIONAL CONSULTATION AND REDUNDANCY AND ASSOCIATED ENTITLEMENTS – AUSTIN HEALTH, EASTERN HEALTH, ALFRED HEALTH, PETER MACCALLUM CANCER INSTITUTE, ROYAL VICTORIAN EYE AND EAR HOSPITAL, MELBOURNE HEALTH, WESTERN HEALTH, NORTHERN HEALTH, ROYAL WOMEN'S HOSPITAL, ROYAL CHILDREN'S HOSPITAL, MONASH HEALTH, ST. VINCENT'S HOSPITAL

The provisions of this Schedule are to be read in conjunction with and applied in addition to the provisions contained in clause 30 – Consultation and clause 32 – Redundancy and Redeployment.

In the case of any inconsistency with clause 30 or clause 32, the provisions of this schedule will apply.

1. Austin Health

1.1 Employee Separation

- (a) The Parties agree that wherever possible, redeployment and voluntary departures are to be pursued in preference to other staffing options, should any staffing reduction be required.
- (b) Where positions become surplus, the Health Service shall advise the individual affected of this fact and provide each surplus employee with access to the options listed below.
 - (i) accept a VDP as specified by clause 10 of this schedule and cease employment at a date agreed between the individual and the Health Service, or
 - (ii) pursue redeployment elsewhere within the Health Service.
- (c) Surplus staff who elect to seek redeployment may at any time prior to the expiration of the 13 week redeployment period accept a VDP.
- (d) Any staff member affected who does not nominate any preference, shall automatically be placed on the 13 week redeployment period, at the conclusion of which they shall be offered a VDP. If this is rejected, the matter shall be dealt with under Dispute Settling Procedures of the Agreement.
- (e) Permanent staff whose positions are redundant who elect not to accept an offer of alternative employment, or do not express an interest in a VDP, or refuse an offer of a VDP, will be eligible for redeployment within the Health Service pursuant to clause 32.3 of this Agreement

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- (f) If, after the 13 weeks redeployment period, the Health Service has been unsuccessful in redeploying a permanent staff member to another position, that staff member will again be offered a VDP. Should a permanent staff member not accept an offer of a VDP, the matter shall be dealt with pursuant to the Disputes Settling Procedures in the Agreement.
- (g) At any time following the declaration of a staff member's position as surplus, the Health Service may, after consultation with the employee, offer the employee a Health Service Separation Package, as detailed in clause 32.9(b). Such an offer will only be made where, in the Health Service's opinion, the likelihood of satisfactorily redeploying the staff member within the 13 week redeployment period is negligible. Should the Health Service make such an offer, the employee may elect to take payment in lieu of the balance (ie unused portion) of their remaining redeployment period.
- (h) The Health Service shall notify the employee's superannuation fund that the service of recipients of Network Separation Packages has been compulsorily terminated on account of retrenchment.
- (i) Where the employee is a member of a defined benefit superannuation fund and has accepted a TSP, the Health Service shall notify the fund that the service of the employee has been compulsorily terminated on account of retrenchment.

1.2 Employee Assistance

The employer will provide staff directly affected with access to appropriate personal and financial counselling, at no cost to the employee. To this end the Parties agree to develop a list of "endorsed providers".

1.3 Salary Maintenance

A redeployee who prior to commencement of a period of salary maintenance has already completed the initial 10 years of employment necessary to guarantee an entitlement to Long Service Leave will be entitled to salary maintenance in regard to the pro-rata entitlement accrued at the date of redeployment.

2. Eastern Health, Alfred Health, Peter Maccallum Cancer Institute, Royal Victorian Eye and Ear Hospital Organisational Change Agreement

2.1 Redeployment

By mutual agreement between the Health Service and the affected employee, the unexpired portion of the redeployment period may be paid as a lump sum in lieu of working out the 13 week period as part of a separation package as per clause 32.9(b) of the Agreement.

3. Melbourne Health, Western Health, Northern Health

- 3.1 "Ordinary pay"** means the employee's base rate of pay as per their substantive classification plus any allowances and penalties which form part of the normal pay averaged over the preceding 12 months worked including Higher Qualification Allowances and Radiation Safety Officer Allowances, but excluding overtime payments.

3.2 Retraining

- (a) Retraining may be granted by the Health Service if it is considered that an affected employee's opportunity for redeployment to a suitable position would be significantly increased by undertaking such training.

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- (b) Where on-the-job training is necessary to be undertaken by the affected employee in a redeployment situation, any associated training costs shall be borne by the affected employee's previous department.
- (c) Where external training is necessary to be undertaken by the affected employee, the appropriate associated costs shall be borne by the Health Service.
- (d) Retraining shall be provided to the extent that it would normally be provided to any new employee in that position.

3.3 Redeployment

If at any time during the redeployment period it is agreed that it is unlikely that the affected employee will be successfully redeployed, the affected employee may accept a redundancy package referred to in clause 32.9(b) of this Agreement. In addition an employee who has elected to discontinue a period of redeployment shall be entitled to a lump sum amount equal to the unexpired portion of the redeployment period.

4. Royal Women's Hospital and The Royal Children's Hospital

4.1 Redundancy

- (a) Where the Health Service have made a definite decision that they no longer wish the work the employee has been doing, to be done by anyone, and that decision may lead to termination of employment, they shall hold discussions with the employees directly affected and, their representatives which may include the Union. This will apply where the possible termination is not due to the ordinary and customary turnover of labour.
- (b) Where redeployment opportunities do not exist and an employee is made compulsorily redundant, they will receive the following :
 - (i) A payment calculated as per Victorian Government policy for Targeted Separation Packages as at the time of termination.
 - A. calculation of continuous service shall be the same as for Long Service Leave under this Agreement;
 - B. provision for independent financial counselling;
 - C. job search services including one day per week without loss of pay for the purpose of seeking other employment during the period of notice. The time off shall be taken at a time that is convenient to the employee after consultation with the employer.
 - (ii) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or they shall not receive payment for the time absent.
- (c) provision of in-house training in preparing a curriculum vitae.
- (d) Upon the cessation of employment the Health Service will supply a statement to the employee consisting of an employment history including: the period of employment, classification, accrued entitlements and job description.
- (e) Where redeployment opportunities do not exist and an employee is made compulsorily redundant, they will receive:

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- (i) job search services including one day per week without loss of pay for the purpose of seeking other employment during the period of notice. The time off shall be taken at a time that is convenient to the employee after consultation with the employer.

If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or they shall not receive payment for the time absent.

- (f) Nothing in this Agreement shall prevent an employee from applying for a Voluntary Departure Package however titled which shall be calculated in line with Victorian Government policy on Voluntary Departure Packages.

5. Monash Health

5.1 Unexpired Portion of Redeployment Period

An employee who has elected to discontinue a period of redeployment shall be entitled to a lump sum amount equal to the unexpired portion of the redeployment period.

5.2 WorkCover

Where a position has been declared redundant whilst an affected employee is subject to a WorkCover claim, the following procedures shall apply:

- (a) **Rehabilitation**

An injured employee shall be assessed for rehabilitation into a suitable position and a Reasonable Offer made. The Health Service shall require the treating medical practitioner to provide a certificate indicating the degree of capacity of the employee to perform pre-injury or modified duties.

- (b) **Entitlement to Departure Package**

The right of a claimant who has an existing Work Cover claim to be eligible for a departure package, will be determined by the Health Service.

- (c) **Effect of Departure Package on Work Cover Claims**

The Work Cover entitlement of a claimant who takes a departure package will be governed by the provisions of the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic).

One visit will be made available for the affected employee to have an independent financial counselling. Such costs will be borne by the employer.

6. St. Vincent's Hospital

6.1 Consultation Principles

- (a) It is acknowledged that the intent of the consultative process is to facilitate the co-operative introductions of change, where this is found to be warranted and that agreement to facilitate this should not be withheld unreasonably.
- (b) No change will be implemented which has negative impact upon the employment of employees without the parties first exploring ways in which to eliminate or lessen such negative impact.
- (c) No employee will lose their job or have their award classification or number of ordinary hours of work per week reduced except by consultation and agreement.

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- (d) No employee will be transferred or moved to another job or department without the provision of appropriate training and consultation and agreement as to the manner in which this will occur.
- (e) No employee will have their job description, responsibilities or duties amended without consultation.
- (f) Any dispute arising out of this agreement shall be immediately referred to Health Service management and employee representatives, which may include the Union, for prompt resolution.
- (g) No recommendation agreed to will be implemented where the change recommended impacts upon any work group without those other work groups first having been consulted by Hospital management and the working parties.
- (h) No employee will be required to perform work outside the tasks, functions and responsibilities that would normally be performed by that specific classification of employment without consultation and agreement with the employees and their representatives which may include the Union.

6.2 Change Consultation Process

- (a) No change will be implemented which has a negative impact upon the employment of employees without the parties first exploring ways in which to eliminate or lessen such negative impact.
- (b) No employee will lose their job or have their classification or number or ordinary hours of work per week reduced except by consultation.
- (c) No employee will be transferred or moved to another job or department without the provision of appropriate training and consultation as to the manner in which this will occur.
- (d) No employee will have their job description, responsibilities or duties amended without consultation.
- (e) No employee will be required to perform work outside the tasks, functions and responsibilities that would normally be performed by that specific classification of employment without consultation with employees and the employee representatives, which may include the Union.

6.3 Redundancy and Redeployment Implementation

- (a) Where a position has been declared redundant by the employer at a date and time specified by the employer and alternative redeployment opportunities have not been identified by the employer by the end of the redeployment period, the Affected Employee shall be offered separation payments in accordance with clause 32.9(b).
- (b) where an employee whose position has been declared redundant elects to discontinue the 13-week redeployment period provided for by this clause, they shall be entitled, in addition to all other entitlements, to a lump sum payment equal to the unexpired portion of the redeployment period.

6.4 Retraining

- (a) Retraining may be granted by the employer if it is considered that an affected employee's opportunity for redeployment would be significantly increased by undertaking such training.

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(b) Where retraining opportunities are available, the following principles shall apply:

- (i) if internal training is undertaken by an affected employee in a redeployment situation, any associated training costs shall be met by the affected employees' previous department.
- (ii) if external training is undertaken by an affected employee in a redeployment situation the costs shall be met by the employer.
- (iii) during the retraining period, income will be maintained in accordance with clause 32.5 of this agreement.
- (iv) retraining shall be provided to the extent that it would normally be provided to any new employee in that position.

6.5 Financial Counselling

Employees reserve the right to seek private financial counselling and shall accept responsibility for any professional fees that occur. The employer agrees to pay a cost up to \$300 to an affected employee. A receipt to be provided before any reimbursement is made.

6.6 WorkCover similar comment to above

Where a position has been declared redundant whilst an affected employee is subject to a WorkCover claim, the following procedures shall apply:

(a) Rehabilitation

An injured employee shall be assessed for rehabilitation into a suitable position and a Reasonable Offer made. The employer shall require the treating medical practitioner to provide a certificate indicating the degree of capacity of the employee to perform pre-injury or modified duties.

6.7 Entitlement to Departure Package

The right of a claimant who has an existing Work Cover claim to be eligible for a departure package, will be determined in accordance with state government policy.

6.8 Effect of Departure Package on Work Cover Claims

The Work Cover entitlement of a claimant who takes a departure package will be governed by the provisions of the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic).

UNDERTAKING UNDER s.190 OF THE FAIR WORK ACT 2009 (Cth)***Victorian Public Health Sector (Medical Scientists, Pharmacists & Psychologists)
Enterprise Agreement 2017-2021*****AG2017/6319 - Application by Victorian Hospitals' Industrial Association**

I, Stuart McCullough of 88 Maribyrnong Street Footscray in the State of Victoria, say as follows:

1. I am the Chief Executive Officer of the Victorian Hospitals' Industrial Association (**VHIA**).
2. Except for Victorian Clinical Genetic Services Limited (**VCGS**) who are representing themselves and who have provided an undertaking to the same effect, VHIA is the bargaining representative for each of the Employers listed in Schedule 1 (Employers) of the *Victorian Public Health Sector (Medical Scientists, Pharmacists & Psychologists) Enterprise Agreement 2017-2021 (the Agreement)*.
3. VHIA is authorised to give the following undertaking on behalf of each of the Employers, except for VCGS, and pursuant to subsection 190(3) of the *Fair Work Act 2009* the VHIA makes, on behalf of the Employers, the following undertakings:

(a) During the life of this Agreement, an employee classified as one of the following:

- Pharmacy Student;
- Science Trainee (Adult); and
- Science Trainee Years 1-3 (only);

will each be paid a rate not less than the rate prescribed for a Level 1 Support Services employee as outlined at clause 14.3 of the *Health Professionals and Support Services Award 2010*.



Stuart McCullough
Chief Executive Officer
20 December 2017

UNDERTAKING UNDER s.190 OF THE FAIR WORK ACT 2009 (Cth)***Victorian Public Health Sector (Medical Scientists, Pharmacists & Psychologists) Enterprise Agreement 2017-2021*****AG2017/6319 - Application by Victorian Clinical Genetics Services Limited**

I, Andrea Frigo of 50 Flemington Road Parkville in the State of Victoria, say as follows:

1. I am the Human Resources Manager of the Victorian Clinical Genetics Services Limited (**VCGS**).
2. Victorian Clinical Genetic Services Limited (**VCGS**) are representing themselves and provide an undertaking to the same effect as VHIA who is the bargaining representative for each of the Employers listed in Schedule 1 (Employers) of the *Victorian Public Health Sector (Medical Scientists, Pharmacists & Psychologists) Enterprise Agreement 2017-2021 (the Agreement)*.
3. VCGS makes the following undertakings:

(a) During the life of the Agreement, a Pharmacy Student and Science Trainee classified as a:

- Pharmacy Student;
- Science Trainee (Adult); and
- Science Trainee Years 1-3 (only)

will be paid a rate not less than the rate prescribed for a Level 1 Support Services employee as outlined at clause 14.3 of the *Health Professionals and Support Services Award 2010*.

Andrea Frigo


Human Resources Manager
Victorian Clinical Genetics Services
20 December 2017