

**WESTERN HEALTH (BIOMEDICAL
ENGINEERS) ENTERPRISE
AGREEMENT 2014-2017**

PART 1 – APPLICATION AND OPERATION OF THE AGREEMENT

1. AGREEMENT TITLE

This agreement shall be referred to as the Western Health (Biomedical Engineers) Enterprise Agreement 2014 -2017 (the Agreement).

2. ARRANGEMENT

PART 1 – APPLICATION AND OPERATION OF THE AGREEMENT	2
1. AGREEMENT TITLE	2
2. ARRANGEMENT	2
3. PERIOD OF OPERATION	4
4. NO FURTHER CLAIMS.....	4
5. COVERAGE.....	4
6. RELATIONSHIP TO AWARDS, AGREEMENTS AND THE NES.....	4
7. SAVINGS	4
8. DEFINITIONS.....	4
PART 2 – FLEXIBILITY, CONSULTATION AND DISPUTE RESOLUTION	6
9. INDIVIDUAL FLEXIBILITY ARRANGEMENTS.....	6
10. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS	7
11. DISPUTE RESOLUTION PROCEDURE	8
12. CONSULTATION IN THE EVENT OF ORGANISATIONAL CHANGE	10
13. TECHNOLOGICAL CHANGE.....	11
PART 3 – WAGES, ALLOWANCES AND RELATED MATTERS	13
14. ONCE OFF LUMP SUM PAYMENT	13
15. WAGE ADJUSTMENTS.....	13
16. WAGES	13
17. HIGHER QUALIFICATIONS ALLOWANCE.....	19
18. PAYMENT OF SALARY	19
19. HIGHER DUTIES ALLOWANCE	19
20. MEAL ALLOWANCE	19
21. TRAVELLING ALLOWANCE	20
22. TELEPHONE ALLOWANCE AND TELEPHONE RECALL	20
23. UNIFORM ALLOWANCE	20
24. DAMAGED CLOTHING ALLOWANCE.....	20
25. SUPERANNUATION	20
PART 4 – TYPES OF EMPLOYMENT AND RELATED MATTERS	22
26. DISCLOSURE OF QUALIFICATION.....	22
27. TERMS OF EMPLOYMENT	22
28. TERMINATION OF EMPLOYMENT	22

29.	STAFF APPRAISALS.....	22
PART 5 – HOURS OF WORK AND RELATED MATTERS		24
30.	HOURS OF WORK.....	24
31.	ACCRUED DAYS OFF.....	24
32.	MEAL BREAKS	24
33.	TEA BREAKS.....	24
34.	ROSTERS.....	24
35.	CONSULTATION ABOUT CHANGES TO ROSTERS OR HOURS OF WORK.....	24
36.	OVERTIME	25
37.	REVIEW OF NON-ESSENTIAL OVERTIME	25
38.	SHIFT ALLOWANCES.....	25
39.	SPECIAL RATES (SATURDAY & SUNDAY).....	26
40.	ON-CALL/RECALL ALLOWANCES.....	26
41.	REVIEW OF ON-CALL/RECALL ARRANGEMENTS.....	27
42.	WORKLOAD.....	27
PART 6 – LEAVE ARRANGEMENTS AND RELATED MATTERS		29
43.	ANNUAL LEAVE	29
44.	CASHING OUT OF ANNUAL LEAVE.....	31
45.	PURCHASED LEAVE	32
46.	PERSONAL/CARER'S LEAVE	32
47.	COMPASSIONATE LEAVE	35
48.	LONG SERVICE LEAVE.....	36
49.	PARENTAL LEAVE	41
50.	PRE-NATAL LEAVE.....	48
51.	DONORS LEAVE.....	48
52.	PUBLIC HOLIDAYS	48
53.	SUBSTITUTION OF RELIGIOUS PUBLIC HOLIDAYS.....	50
54.	STUDY LEAVE	50
55.	CONFERENCE/SEMINAR LEAVE	51
56.	EXAMINATION LEAVE	51
57.	LEAVE TO ENGAGE IN EMERGENCY RELIEF ACTIVITIES	52
58.	JURY SERVICE	52
59.	POSITIVE ATTENDANCE PROGRAMS.....	52
PART 7 – ALL OTHER MATTERS		53
60.	ACCIDENT MAKE UP PAY	53
61.	TRAINING	54
62.	EQUIPMENT DATABASE.....	54
	SIGNATORIES	55

3. PERIOD OF OPERATION

This Agreement shall commence operation seven days after the date of approval by Fair Work Commission and nominally expire on 30 June 2017. The Agreement will continue in force after the nominal expiry date in accordance with the *Fair Work Act 2009* (the Act).

4. NO FURTHER CLAIMS

This Agreement is reached in full and final settlement of all matters subject to claims by either party for the life of the Agreement.

Subject to the Employer meeting obligations to consult arising under this Agreement or a contract of employment binding on it, it is not the intent of this provision to inhibit, limit or restrict the Employer's right or ability to introduce change at the workplace.

5. COVERAGE

5.1. This Agreement covers:

5.1.1. Western Health;

5.1.2. All Employees employed by Western Health as Biomedical Engineers as defined by **clause 8.3** of this Agreement; and

5.2. In accordance with s183(1) of the Fair Work Act 2009, this Agreement will cover Professionals Australia, who were a bargaining representative for the Agreement, providing that FWC notes in its decision to approve the Agreement that the Agreement covered the union.

6. RELATIONSHIP TO AWARDS, AGREEMENTS AND THE NES

6.1. This is a comprehensive Agreement that operates to the exclusion of any awards or other previous enterprise agreements.

6.2. 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 over this Agreement to the extent that any aspect of this Agreement would otherwise be detrimental to an Employee.

7. SAVINGS

Nothing in this Agreement will diminish any entitlement (whether accrued or otherwise) of Biomedical Engineers, other than where expressly varied by this Agreement.

This Agreement will not result in a reduction of an accrued entitlement for any Biomedical Engineer.

8. DEFINITIONS

8.1. **Act** shall mean the Fair Work Act 2009.

8.2. **Agreement** shall mean the Western Health (Biomedical Engineers) Enterprise Agreement 2014-2017.

8.3. **Biomedical Engineer** shall mean an adult person employed as such who is qualified to carry out professional engineering duties as defined and is employed to apply engineering method to the solution of problems in the area of medicine and other life sciences.

- 8.4. Employee** shall have the same meaning as Biomedical Engineer.
- 8.5. Employer** shall mean Western Health.
- 8.6. Experienced Engineer** shall mean a Biomedical Engineer with the undermentioned qualifications, in their particular employment, the adequate discharge of any portion of their duties requires the Employee to hold qualifications (or of at least equal to those of) a Member of the Institute of Engineers Australia. The aforesaid qualifications are as follows:
- 8.6.1.** that he/she is a Member of the said Institution; or
 - 8.6.2.** that he/she, having graduated in a four or five year course at a University recognised by the said institution, has had four years' experience in professional engineering duties since becoming a qualified engineer.
- 8.7. FWC** shall mean the Fair Work Commission.
- 8.8. Immediate Family** shall mean:
- 8.8.1.** 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
 - 8.8.2.** 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.
- 8.9. NES** shall mean the National Employment Standards;
- 8.10. Professional engineering duties** shall mean duties carried out by a person, in their particular employment, the adequate discharge of any portion of their duties requires the Employee to hold qualifications (or of at least equal to those of) a Graduate member of the Institute of Engineers Australia.
- 8.11. Qualified Engineer** shall mean a Biomedical Engineer who is or is qualified to become a Graduate member of the Institute of Engineers Australia.
- 8.12. Union** shall mean Professionals Australia.

PART 2 – FLEXIBILITY, CONSULTATION AND DISPUTE RESOLUTION

9. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 9.1.** An Employer and Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- 9.1.1.** the agreement deals with arrangements about when work is performed;
 - 9.1.2.** the arrangement meets the genuine needs of the Employer and Employee in relation the matter mentioned in **clause 9.1.1** and
 - 9.1.3.** the arrangement is genuinely agreed to by the Employer and Employee.
- 9.2.** The Employer must ensure that the terms of the individual flexibility arrangement:
- 9.2.1.** are about permitted matters under section 172 of the Fair Work Act 2009; and
 - 9.2.2.** are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - 9.2.3.** result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 9.3.** The Employer must ensure that the individual flexibility arrangement:
- 9.3.1.** is in writing; and
 - 9.3.2.** includes the name of the Employer and Employee; and
 - 9.3.3.** is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - 9.3.4.** includes details of:
 - a)** the terms of the enterprise agreement the effect of which will be varied by the arrangement; and
 - b)** how the arrangement will vary the effect of the terms; and
 - c)** how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - 9.3.5.** states the day on which the arrangement commences.
- 9.4.** The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 9.5.** The Employer or Employee may terminate the individual flexibility arrangement:
- 9.5.1.** by giving no more than 28 days written notice to the other party to the arrangement; or
 - 9.5.2.** if the Employer and Employee agree in writing — at any time.

10. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

- 10.1.** Employee may request change in working arrangements if any of the following circumstances applies to that Employee and that Employee would like to change his or her working arrangements because of those circumstances. Those circumstances include:
- 10.1.1.** the Employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - 10.1.2.** the Employee is a carer (within the meaning of the Carer Recognition Act 2010);
 - 10.1.3.** the Employee has a disability;
 - 10.1.4.** the Employee is 55 or older;
 - 10.1.5.** the Employee is experiencing violence from a member of the Employee's family;
 - 10.1.6.** the Employee provides care or support to a member of the Employee's Immediate Family, or a member of the Employee's household, who requires care or support because the member is experiencing violence from the member's family.
- 10.2.** To avoid doubt, and without limiting clause 10.1 above, an Employee who is a parent, or has responsibility for the care, of a child; and 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.
- 10.3.** The Employee is not entitled to make the request unless:
- 10.3.1.** for an Employee other than a casual Employee—the Employee has completed at least 12 months of continuous service with the Employer immediately before making the request; or
 - 10.3.2.** for a casual Employee—the Employee:
 - a)** Is a long term casual Employee of the Employer immediately before making the request; and
 - b)** has a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.
- 10.4.** The Employee's request must be in writing and set out details of the change sought and of the reasons for the change.
- 10.5.** The Employer must give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request.
- 10.6.** The Employer may refuse the request only on reasonable business grounds.
- 10.7.** Without limiting what are reasonable business grounds for the purposes of clause 10.6, reasonable business grounds include the following:
- 10.7.1.** that the new working arrangements requested by the Employee would be too costly for the Employer;
 - 10.7.2.** that there is no capacity to change the working arrangements of other Employees to accommodate the new working arrangements requested by the Employee;
 - 10.7.3.** that it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested by the Employee;

10.7.4. that the new working arrangements requested by the Employee would be likely to result in a significant loss in efficiency or productivity;

10.7.5. that the new working arrangements requested by the Employee would be likely to have a significant negative impact on customer service.

10.8. If the Employer refuses the request, the written response under **clause 10.5** must include details of the reasons for the refusal.

11. DISPUTE RESOLUTION PROCEDURE

11.1. Resolution of disputes and grievances

11.1.1. Unless otherwise provided for in this Agreement, a dispute or grievance about a matter arising under this Agreement or the National Employment Standards, other than termination of employment, must be dealt with in accordance with this clause. This includes a dispute or grievance about whether an Employer has reasonable grounds to refuse a request for flexible working conditions or an application to extend unpaid parental leave.

11.1.2. This clause does not apply to any dispute on a matter or matters arising in the course of bargaining in relation to a proposed enterprise agreement.

11.1.3. The Employer or an Employee covered by this Agreement may choose to be represented at any stage by a nominated representative, which may be a union representative or Employer organisation.

11.2. Obligations

11.2.1. The parties to the dispute or grievances, 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.

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

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

11.3. Agreement and dispute settlement facilitation

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

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

(b) endeavouring to resolve a dispute arising out of the operation of the agreement or the National Employment Standards; or

(c) participating in conciliation, arbitration or any other agreed alternative dispute resolution process.

11.3.2. The release from normal duties referred to in this sub-clause is subject to the proviso that it does not unduly affect the operations of the Employer.

11.4. Discussion of grievance or dispute

11.4.1. The dispute or grievance must first be discussed by the aggrieved Employee(s) with the immediate supervisor of the Employee(s).

11.4.2. If the matter is not settled, the Employee(s) can require that the matter be discussed with another representative of the Employer appointed for the purpose of this procedure.

11.5. Internal process

11.5.1. If any party to the dispute or grievance who is covered by the agreement refers the dispute or grievance to an established internal dispute or grievance resolution process, the matter must first be dealt with in accordance with that process, provided that the process is conducted in a timely manner and it is consistent with the following:

(a) the rules of natural justice will apply;

(b) the process will provide for mediation or conciliation of the grievance;

(c) the process will provide that the Employers will take into consideration any views on who should conduct the review; and

(d) the process will be conducted as quickly, and with as little formality, as proper consideration of the matter allows.

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

11.5.3. If the matter is not settled, either party may refer the matter to Fair Work Commission.

11.6. Disputes of a collective character

11.6.1. The parties covered by the agreement acknowledge that disputes of a collective character concerning more than one Employee may be dealt with more expeditiously by an early reference to FWC.

11.6.2. No dispute of a collective character may be referred to FWC directly unless there has been a genuine attempt to resolve the dispute at the workplace level prior to it being referred to FWC.

11.7. Conciliation

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

11.7.2. This may include arranging:

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

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

11.7.3. Conciliation before FWC shall be regarded as completed when:

- (a) the parties to the dispute have reached agreement on the settlement of the grievance or dispute;
or
- (b) the member of FWC conducting the conciliation has, either of their own motion or after an application by either party, satisfied themselves that there is no likelihood that within a reasonable period, further conciliation will result in a settlement; or
- (c) the parties to the dispute have informed the FWC member that there is no likelihood of agreement on the settlement of the grievance or dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed.

11.8. Arbitration

- 11.8.1.** If the dispute or grievance has not been settled when conciliation has been completed, either party may request that FWC proceed to determine the dispute or grievance by arbitration.
- 11.8.2.** Where a member of FWC has exercised conciliation powers in relation to the dispute or grievance, the member shall not exercise, or take part in the exercise of arbitration powers in relation to the dispute or grievance if a party objects to the member doing so.
- 11.8.3.** Subject to clause 11.8.4 below, the determination of FWC is binding upon the persons covered by this Agreement.
- 11.8.4.** An appeal lies to a Full Bench of FWC, with the leave of the Full Bench, against a determination of a single member of FWC made pursuant to this clause.

11.9. Conduct of matters before FWC

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, FWC may conduct the matter in accordance with Subdivision B of Division 3 of Part 5-1 of the *Fair Work Act 2009*.

12. CONSULTATION IN THE EVENT OF ORGANISATIONAL CHANGE

- 12.1.** Where an Employer has made a definite decision to implement major changes in its program, organisation, structure or technology that are likely to have a significant impact on Biomedical Engineers, the Employer shall, as early as practicable, consult with Biomedical Engineers and their nominated representatives before the introduction of any proposed changes.
- 12.2.** The Employer shall discuss with the affected Biomedical Engineers, and their nominated representatives, amongst other things
 - 12.2.1.** the introduction of the changes that are likely to have significant effect on Biomedical Engineers;
 - 12.2.2.** the effects such changes are likely to have on Biomedical Engineers;
 - 12.2.3.** the reasons for the proposed changes and measures to avert or mitigate adverse effects of such changes on Biomedical Engineers.
- 12.3.** For the purposes of such discussion, the Employer shall provide in writing to the affected Biomedical Engineers and their nominated representatives:
 - 12.3.1.** all relevant information about the changes, including the nature of the changes proposed;

12.3.2. reasons for the proposed changes and its effect on Biomedical Engineers and categories likely to be affected; and

12.3.3. the expected effects of the changes on Biomedical Engineers and other matters that may impact on them, provided that the Employer is not required to disclose confidential information, the disclosure of which would be contrary to the Employer's interests.

12.4. The Victorian Government Policy in relation to public sector redundancy and redeployment is set out in the relevant Public Sector Workplace Relations Policies 2012 or its successor. This policy applies to the Employer but does not form part of this Agreement.

13. TECHNOLOGICAL CHANGE

13.1. Definitions

For the purpose of this clause:

13.1.1. Technological change means the introduction, alteration or replacement of medical devices, or work practices ancillary to the use of such devices, which change, if implemented by an Employer, may have material effects in or on the employment of persons to which this Agreement applies.

13.1.2. Medical device means:

(a) any instrument, apparatus, material or other article (whether used alone or in combination, and including the software necessary for its proper application) intended, by the person under whose name it is or is to be supplied, to be used for human beings for the purpose of one or more of the following:

(i) diagnosis, prevention, monitoring, treatment or alleviation of disease;

(ii) diagnosis, monitoring, treatment, alleviation of or compensation for an injury or handicap;

(iii) investigation, replacement or modification of anatomy or of a psychological process;

(iv) control of conception.

And that does not achieve its principal intended action in or on the human body by pharmacological, immunological or metabolic means, but that may be assisted in its function by such means; or

(b) an accessory to such an instrument, apparatus, appliance, material or other article.

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

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

13.2. Notification

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

- (a) the representatives of the Employees, which may include Professionals Australia; and
- (b) 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 principle objective or objectives of such investigation.

13.3. Consultation During Feasibility Investigation

13.3.1. During the course of any feasibility investigation, the Employer shall:

- (a) keep the parties who have been notified pursuant to clause 13.2.1 informed; and
- (b) when requested in writing by such Employees or their representatives to do so, consult with them about any technological change being considered, any material effect which might ensue and alternative proposals which might eliminate or lessen such effects.

13.4. Decision to implement

13.4.1. If an Employer decides to implement technological change, the Employees who may be materially affected in their employment by the change, the Employee representatives which may include Professionals Australia, will be notified by the Employer as soon as possible thereafter.

13.4.2. After notifying the decision, the Employer will inform the Employees who have been notified, and their representatives, which may include Professionals Australia of the nature and extent of likely material effects, will consult with them about the proposed change, the reasons for it and any alternative proposals which, if implemented, might eliminate or lessen the likely material effects.

13.5. Information

In providing information to the Employees and their representatives which may include Professionals Australia, the Employer shall indicate the source thereof and provide such technical data as will allow evaluation of the likely material effects of any proposal for technological change. The information provided pursuant to this subclause shall not be divulged to any other Employer nor used for any purpose other than the making of the said evaluation.

13.6. Consultations

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

PART 3 – WAGES, ALLOWANCES AND RELATED MATTERS

14. ONCE OFF LUMP SUM PAYMENT

All Employees (excluding casual Employees) employed by the Employer as at 1 June 2014 will be eligible to receive a once-off lump sum payment of \$1,500 (pro-rata for part-time Employees).

15. WAGE ADJUSTMENTS

15.1. The minimum rates as specified in the previous agreement will be increased by the following percentages:

15.1.1. 3.00% on the first full pay period commencing on or after 26 June 2014;

15.1.2. 3.20% on the first full pay period commencing on or after 1 July 2015;

15.1.3. 2.95% on the first full pay period commencing on or after 1 July 2016.

15.2. The wage rates to apply during the life of the Agreement are those set out in clause 16.1. All monetary based allowances (e.g. meal allowance) in this Agreement shall be adjusted by the same percentage amount and from the same dates as the percentage movement in wages specified in clause 15.1 of this Agreement.

15.3. Classification matters

The parties agree that all Employees will be classified as per the classification descriptors at clause 16.5 of this Agreement.

15.4. It is a provision of this Agreement that the salaries specified in clause 16.1 of the Agreement may be salary packaged in accordance with the Employer's salary packaging policy.

16. WAGES

16.1. The wage rates for Biomedical Engineers will be as follows:

Classification		Current	First full pay period commencing on or after		
Class	Year		26-Jun-14	1-Jul-15	1-Jul-16
			3.00%	3.20%	2.95%
Class 1	1	\$ 973.10	\$ 1,002.30	\$ 1,034.40	\$ 1,064.90
	2*	\$ 1,046.80	\$ 1,078.20	\$ 1,112.70	\$ 1,145.50
	3#	\$ 1,101.70	\$ 1,134.80	\$ 1,171.10	\$ 1,205.60
	4	\$ 1,156.20	\$ 1,190.90	\$ 1,229.00	\$ 1,265.30
	5	\$ 1,215.20	\$ 1,251.70	\$ 1,291.80	\$ 1,329.90
Class 2	1	\$ 1,233.80	\$ 1,270.80	\$ 1,311.50	\$ 1,350.20
	2	\$ 1,299.60	\$ 1,338.60	\$ 1,381.40	\$ 1,422.20
Class 3	1	\$ 1,368.80	\$ 1,409.90	\$ 1,455.00	\$ 1,497.90
	2	\$ 1,437.20	\$ 1,480.30	\$ 1,527.70	\$ 1,572.80
	3	\$ 1,462.50	\$ 1,506.40	\$ 1,554.60	\$ 1,600.50
Class 4	1	\$ 1,583.90	\$ 1,631.40	\$ 1,683.60	\$ 1,733.30
	2	\$ 1,626.00	\$ 1,674.80	\$ 1,728.40	\$ 1,779.40
	3	\$ 1,715.60	\$ 1,767.10	\$ 1,823.60	\$ 1,877.40
Class 5	1	\$ 1,836.30	\$ 1,891.40	\$ 1,951.90	\$ 2,009.50

Classification		Current	First full pay period commencing on or after		
Class	Year		26-Jun-14	1-Jul-15	1-Jul-16
			3.00%	3.20%	2.95%
	2	\$ 1,933.90	\$ 1,991.90	\$ 2,055.60	\$ 2,116.20
	3	\$ 2,070.00	\$ 2,132.10	\$ 2,200.30	\$ 2,265.20

* Commencement Rate for 4 year degree holder

Commencement rate for master's degree holder

16.1.1. Progression within each Class is based on years of service.

16.2. Biomedical Engineer – Class 1

16.2.1. Provided that:

- (a) A Biomedical Engineer who holds, or is qualified to hold a degree of Bachelor of Engineering after having undertaken a four or five year full-time course, or the equivalent part-time, recognised by the Institute of Engineers Australia, shall be entitled to be classified as a Biomedical Engineer Class 1 Year 2.
- (b) A Biomedical Engineer who holds, or is qualified to hold the degree of Masters of Engineering Science, Master of Engineering or the equivalent Masters degree, shall be entitled to be classified as a Biomedical Engineer Class 1 Year 3, provided further that a Biomedical Engineer so classified shall not be entitled to the higher qualification payment prescribed in **clause 17** for a further period of two years.
- (c) A Biomedical Engineer who holds, or is qualified to hold the degree of Doctor of Philosophy or Doctor of Engineering shall be entitled to be classified as a Biomedical Engineer Class 1 Year 4, provided further that a Biomedical Engineer so classified shall not be entitled to the higher qualification payment prescribed in **clause 17** for a further period of two years.
- (d) A Biomedical Engineer who is an Experienced Engineer, as defined shall be entitled to be classified as a Biomedical Engineer Class 2 Year 1.
- (e) A sole Biomedical Engineer (i.e. one who is the only Biomedical Engineer employed in a Department), shall be paid at the rate of 5% of the Biomedical Engineer Class 1 Year 1 in addition to the appropriate rate applicable to a Biomedical Engineer Class 1 Year 1.

16.3. For the purpose of this clause:

- 16.3.1. The "first year of experience after qualification" referred to in **clause 16.1** of this Agreement shall be deemed to commence on the 1st day of January in the year following the year during which the Biomedical Engineer presented himself/herself for final examination which, if successful, would entitle the Biomedical Engineer to the Degree of Bachelor of Engineering. Where a Biomedical Engineer was required to attend a supplementary examination, such Biomedical Engineer shall if successful, be deemed to have passed the final examination in the year during which such final examination was held.
- 16.3.2. Where a Biomedical Engineer Class 1 – 1st year of experience after qualification commences employment during the first year after qualification, such Biomedical Engineer shall be advanced to the classification Biomedical Engineer – Class 1 Year 2 as from the 1st day of January in the next succeeding year.

16.4. Incremental Progression

16.4.1. Biomedical Engineers shall be eligible for progression from one pay point to the next pay point within each classification if:

- (a)** The Biomedical Engineer has given satisfactory performance over the preceding twelve months; and
- (b)** The Biomedical Engineer has on assessment acquired and is required by the Employer to utilise new and/or enhanced skills within the ambit of the classification definition for the Biomedical Engineers position or other skills as agreed, and this has been certified to in writing following, and as part of, the assessment process.

16.4.2. Biomedical Engineers shall, subject to clause 16.4.1, be paid at the next pay point from the anniversary of their appointment to the classification.

16.4.3. In cases where the assessment is delayed, the anniversary date shall not be changed and the increase, if any, will be paid retrospectively to the anniversary date.

16.5. Classification Definitions

16.5.1. Biomedical Engineers Class 1

- (a)** Positions at Class 1 are regarded as entry level health professionals and for initial years of experience.
- (b)** Classes 1 & 2 may be the entry level for new graduates who meet the requirement to practice as a health professional (where appropriate in accordance with their professional association's rules and be eligible for membership of their professional association) or such qualification as deemed acceptable by the Employer. It is also the level for the early stages of the career of a health professional.
- (c)** Progression between Class 1 and 2 will be automatic.

16.5.2. Biomedical Engineers Class 2

- (a)** A health professional at this level works independently and is required to exercise independent judgement on routine matters. They may require professional supervision from more senior members of the profession or health team when performing novel, complex or critical tasks. They have demonstrated a commitment to continuing professional development and may have contributed to workplace education through provision of seminars, lectures or in-services. At this level the health professional may be actively involved in quality improvement activities or research.
- (b)** At this level the health professional 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 discipline specific students.
- (c)** Progression between class 1 and 2 will be automatic.

16.5.3. Biomedical Engineers Class 3

- (a)** The Biomedical Engineer Class 3 is capable of carrying out responsibilities and varied professional engineering work, and makes independent studies, analysis, interpretation and conclusions.

- (b)** The Biomedical Engineer Class 3/1 is a Biomedical Engineer who is appointed and who either:
- (i)** Is in charge of Biomedical Engineering staff, but not other professional engineers as a regular or continuous responsibility; or
 - (ii)** Performs without engineering supervision normal professional Biomedical Engineering tasks and accepts technical responsibility for such work; or
 - (iii)** Under professional engineering supervision undertakes more novel, more complex and/or critical Biomedical Engineering tasks.
- (c)** The Biomedical Engineer Class 3/1 is also a Biomedical Engineer who has:
- (i)** Assisted other Biomedical Engineering staff with the solution of technical problems; and/or
 - (ii)** Demonstrated skill in the supervision of Biomedical Engineering staff; and/or
 - (iii)** Demonstrated the ability to provide clinical staff with technical assistance relating to the safety, application, evaluation and/or selection of medical equipment;
- (d)** The Biomedical Engineer Class 3/2 is a Biomedical Engineer who is appointed or after not more than one year as a class 3/1 Biomedical Engineer has been assessed as competent at that Class and who has:
- (i)** Demonstrated the knowledge and ability to prepare written specifications for medical equipment; and/or
 - (ii)** Demonstrated the knowledge and skill required to develop biomedical technology.
- (e)** The Biomedical Engineer Class 3/3 is a Biomedical Engineer who is appointed or after not more than one year as a Class 3/2 Biomedical Engineer has been assessed as competent at that Class and who has:
- (i)** Demonstrated the knowledge and ability to process medical product recalls, hazard alerts and incident investigations; and/or
 - (ii)** Demonstrated a good understanding of the international standards and regulatory requirements relating to medical technology; and/or
 - (iii)** Presented original research or biomedical technology design or development to a relevant professional group.
- (f)** Progression to class 3 will be by appointment.

16.5.4. Biomedical Engineer Class 4

- (a)** The Biomedical Engineer Class 4 is expected to possess mature engineering knowledge and judgement in Biomedical Engineering practice, to continue to develop expertise with advances in

the relevant body of engineering knowledge, and, to seek and utilise other specialist advice when required. Such work normally is accepted as technically accurate and feasible.

- (b)** The Biomedical Engineer Class 4/1 is a Biomedical Engineer who is appointed or reclassified from a lower Class and who:
 - (i)** is in charge of graduate Biomedical Engineering staff; or
 - (ii)** has had the status of Experienced Engineer, as defined, for at least four years and is engaged upon Biomedical Engineering work of a research or development nature; or
 - (iii)** works under broad policy control and direction on professional Biomedical Engineering work of a novel, complex and/or critical nature; or
 - (iv)** is responsible for the organisation and supervision of the Biomedical Engineering work of a Department where considerations such as size, complexity of the work, or the scope of the managerial responsibility do not justify a position of engineer class 5.
- (c)** In addition to **clause 16.5.4(b)** the Biomedical Engineer Class 4/1 is a Biomedical Engineer and who has:
 - (i)** demonstrated the ability to successfully manage material and financial resources allocated to a Biomedical Engineering department; and/or
 - (ii)** developed policies and procedures for the successful operation of a Biomedical Engineering department; and/or
 - (iii)** demonstrated the application of knowledge and skill to the development of specialist biomedical technology.
- (d)** The Biomedical Engineer Class 4/2 is a Biomedical Engineer who is appointed or after not more than one year as a Class 4/1 Biomedical Engineer has been assessed as competent at that Class and who has:
 - (i)** demonstrated the skills required for the successful management of the staff of a Biomedical Engineering department; and/or
 - (ii)** Developed or arranged for the development of training programs for other Biomedical Engineers or hospital professionals; and/or
 - (iii)** Demonstrated initiatives in developing ad/or managing specialists biomedical technology.
- (e)** The Biomedical Engineer Class 4/3 is a Biomedical Engineer who is appointed or after not more than one year as a class 4/2 Biomedical Engineer has been assessed as competent at that Class and who has:
 - (i)** provided the organisation with a medical equipment management service that is in accordance with best Biomedical Engineering practice; and/or

- (ii) demonstrated the ability to provide clinical staff with engineering consultation relating to the safety, application, specification, evaluation and selection of medical equipment or systems; and/or
 - (iii) demonstrated the experience, knowledge and skill required for the development and/or management of specialist biomedical technology.
- (f) Single site managers will be classified at Class 4.
- (g) Progression to class 4 will be by appointment.

16.5.5. Biomedical Engineer Class 5

- (a) The Biomedical Engineer Class 5 works under broad policy control and direction and undertakes professional engineering work requiring either sustained managerial functions or in-depth engineering knowledge and competence, exercising experienced independent judgement and originality.
- (b) The Biomedical Engineer Class 5/1 is a Biomedical Engineer who is appointed or reclassified from a lower Class and who either:
 - (i) is responsible for the organisation and supervision of Biomedical Engineering work of a department; or
 - (ii) is a specialist Biomedical Engineer and who undertakes sustained specialist Biomedical Engineering functions beyond that of a Biomedical Engineer Class 4.
- (c) The Biomedical Engineer Class 5/2 is a Biomedical Engineer who is appointed or after not more than two years as a Class 5/1 Biomedical Engineer has been assessed as competent at the leave and who:
 - (i) has been assessed as a competent manager of the personnel resources of a Biomedical Engineering department; and/or
 - (ii) assisted in the development of medical technology related policies and procedures for the organisation; and/or
 - (iii) has demonstrated specialist expertise and experience in the development and/or management of specialist biomedical technology.
- (d) The Biomedical Engineer Class 5/3 is a Biomedical Engineer who is appointed or after not more than two years as a Class 5/2 Biomedical Engineer has been assessed as competent at that Class and who has:
 - (i) demonstrated good management practices; and/or
 - (ii) provided a medical equipment management service that is in accordance with best Biomedical Engineering practice; and/or

(iii) provided clinical staff with a high level of engineering consultation relating to the safety, application, specification, evaluation and selection of medical equipment or systems; and/or

(iv) developed and/or managed specialist biomedical technology and who has presented original research or biomedical technology design or development information to a relevant professional group.

(e) A multi-site manager will be classified as a Class 5.

(f) Progression to class 5 will be by appointment.

17. HIGHER QUALIFICATIONS ALLOWANCE

17.1. Where a Biomedical Engineer has a higher qualification he/she shall be paid in addition the following:

17.1.1. For Master of Engineering or Master of Engineering Science, the sum of 6.5% of the Biomedical Engineer Class 1 Year 1, rate per week.

17.1.2. For Doctor of Philosophy or Doctorate of Engineering, the sum of 10% of the Biomedical Engineer Class 1 Year 1, rate per week.

17.2. Such allowances shall not be cumulative in the case of multiple higher qualifications.

18. PAYMENT OF SALARY

18.1. Subject to any individual arrangement between an Employer and a Biomedical Engineer salaries shall be paid no later than a Thursday following the end of the pay period.

18.2. On or prior to the day the Employee shall state to each Biomedical Engineer in writing the amount of wages to which he/she is entitled, the amount of deductions there from, and the net amount being paid to him/her.

19. HIGHER DUTIES ALLOWANCE

Where a Biomedical Engineer is absent from work for any cause and a Biomedical Engineer in a lower class is appointed to assume all the duties and responsibilities of the Biomedical Engineer who is absent for more than five consecutive working days, such Biomedical Engineer shall be entitled to 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 Biomedical Engineer so relieved.

20. MEAL ALLOWANCE

20.1. An Employee shall either be supplied with a meal or be paid an allowance as specified in clause 20.2 when:

20.1.1. overtime in excess of one hour is worked after the usual time of ceasing work for the day.

20.1.2. recalled to duty outside of usual working hours for a period in excess of two hours and when the time of such recall coincides with or over-runs normal hospital meal times.

20.2. The meal allowance shall be paid as follows:

First full pay period commencing on or after		
26 June 2014	1 July 2015	1 July 2016
\$11.95	\$12.25	\$12.60

21. TRAVELLING ALLOWANCE

- 21.1.** A Biomedical Engineer who is recalled to work outside the normal working hours and who uses his/her vehicle for transport to a place of work and return shall receive an allowance corresponding with the kilometres rate as determined and updated from time to time by the Australian Taxation Office. Any Biomedical Engineer who is recalled who does not use his/her vehicle shall be provided, at the expense of the Employer, with a hire car or taxi, for the inward and onward journeys.
- 21.2.** Should a Biomedical Engineer be required to use his/her vehicle during normal working hours on institution business, the engineer shall receive such allowance per kilometre as is granted in **clause 21.1** of this Agreement.
- 21.3.** A Biomedical Engineer on rostered shifts who is required to use public transport to journey to or from work between 9:00pm and 7:00am, shall be provided with transport (taxi or hire car) if no public transport is available for the inward and/or outward journey. The institution shall be responsible for the payment of such transport.
- 21.4.** When an Employee is involved in travelling on duty, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the Employer on production of receipted account(s) or other evidence acceptable to the Employer.
- 21.5.** Provided further that the Employee shall not be entitled to reimbursement for those expenses which exceed the mode of transport, meals or the standard of accommodation agreed for the purpose with the Employer.

22. TELEPHONE ALLOWANCE AND TELEPHONE RECALL

- 22.1.** Where an Employer requires a Biomedical Engineer to install and/or maintain a telephone for the purpose of being on-call, the Employer shall refund the installation costs and the subsequent six monthly rental charges on production of receipted accounts.
- 22.2.** Where recall to duty can be managed without the Employee having to return to their workplace, such as by telephone, such Employee will be paid a minimum of one hour's overtime, provided that multiple recalls within a discrete hour will not attract additional payment.

23. UNIFORM ALLOWANCE

Where the Employer requires a Biomedical Engineer to wear a uniform or protective clothing or where such uniform or protective clothing is necessary to protect the clothing or person of a Biomedical Engineer, the Employer must reimburse the Employee the cost of purchasing such uniform. The provisions of this clause do not apply where the uniform is paid for by the Employer.

24. DAMAGED CLOTHING ALLOWANCE

Where a Biomedical Engineer in the course of his or her employment suffers any damage to or soiling of clothing or other personal effects the Employer must reimburse the Biomedical Engineer the cost of the replacement, repair or cleaning of such clothing or personal effects provided immediate notification is given of such damage or soiling. This clause shall not apply in the case where the damage or soiling is occasioned by the negligence of the Biomedical Engineer.

25. SUPERANNUATION

- 25.1.** A Biomedical Engineer employed by an Employer prior to the commencement of this Agreement may remain a member of his/her current superannuation fund, but will be offered the option of becoming a member of the Health Employees Superannuation Trust of Australia superannuation fund (HESTA) or the Health Superannuation fund.
- 25.2.** A Biomedical Engineer who begins employment with an Employer after the commencement of this Agreement will have access to either HESTA or Health Superannuation funds.

25.3. The default fund on commencement of the Agreement will be the Health Super superannuation fund.

25.4. At 12 monthly intervals throughout the life of this agreement the parties will have regard to the member's numbers in each of the HESTA and Health Super superannuation funds. The default fund, at each 12 month interval, will be the fund with the most Biomedical Engineers as members at each health service.

PART 4 – TYPES OF EMPLOYMENT AND RELATED MATTERS

26. DISCLOSURE OF QUALIFICATION

26.1. A Biomedical Engineer who is employed in or who is an applicant for employment covered by this Agreement shall if and when required to do so by his/her Employer or an Employer to whom he/she has applied for employment produce to his/her Employer, written evidence that he/she possesses or has acquired the qualification of qualified engineer or experienced engineer (as the case may be)

27. TERMS OF EMPLOYMENT

27.1. Full-time employment

27.1.1. A full-time Biomedical Engineer is employed to work 38 hours per week or an average of 38 hours per week as specified in **clause 30 (Hours of Work)**, as and when required by the Employer. Such Biomedical Engineer shall be entitled to the full weekly wage as prescribed by this Agreement irrespective of the number of hours worked not exceeding 38.

27.1.2. An Employer may employ a full-time Biomedical Engineer on either an ongoing or fixed term basis.

27.2. Part-time employment

27.2.1. Biomedical Engineers employed on a part-time basis shall be paid for hours worked, at an hourly rate equal to 1/38th of the weekly rate appropriate to the Biomedical Engineers classification. Biomedical Engineers employed under this subclause shall receive leave entitlements on a pro-rata basis.

27.2.2. The hours of work of part-time work shall be agreed upon between Employer and Biomedical Engineer and shall be confirmed in writing between the two parties. The hours of work may be varied by agreement.

27.2.3. An Employer may employ a part-time Biomedical Engineer on either an ongoing or fixed term basis.

27.3. Casual Biomedical Engineer

27.3.1. A casual Biomedical Engineer shall be paid not less than 1/38th of the weekly rate applicable to his or her classification per hours plus 25%, and shall not be entitled to the benefits of paid personal/carers leave, annual leave and long service leave.

28. TERMINATION OF EMPLOYMENT

28.1. Except where the conduct of the engineer justifies instant dismissal, at least four weeks notice of termination of employment shall be given by either the Employer or the Biomedical Engineer, or four weeks wages paid or forfeited as the case may be in lieu of such notice, except that the period of notice may be reduced by mutual agreement. A Biomedical Engineer who is over 45 years of age and has worked for two years or more shall be entitled to an additional weeks notice.

28.2. Where an Employer has given notice to a Biomedical Engineer, the engineer 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 Biomedical Engineer after consultation with the Employer.

29. STAFF APPRAISALS

29.1. Where a system of staff appraisals does not currently exist at a workplace, the Employer may implement and the Biomedical Engineers will participate in a performance appraisal process provided:

- 29.1.1.** The Employer will first consult at the local level with Biomedical Engineers and/or their nominated representatives over a framework for staff appraisal process it is seeking to introduce;
- 29.1.2.** The staff appraisal process is not used as a disciplinary tool;
- 29.1.3.** The staff appraisal process is intended to allow genuine feedback by both Employer and Biomedical Engineer; and
- 29.1.4.** The outcomes of the review are documented and confirmed and a written copy of the outcome is given to the Biomedical Engineers.

PART 5 - HOURS OF WORK AND RELATED MATTERS

30. HOURS OF WORK

30.1. The hours for an ordinary week's work shall be 38 hours, or be an average of 38 hours per week, in a two or four week period, or by mutual agreement, a five week period in the case of an Employee working ten hour shifts, and shall be worked:

30.1.1. in a week of five days in shifts of not more than seven hours and 36 minutes each; or

30.1.2. by mutual agreement in a week of four days in shifts not more than ten hours each; or

30.1.3. by mutual agreement, provided that the length of any ordinary shift shall not exceed ten hours.

30.2. Subject to the roster provisions 80 hours may be worked in any two consecutive weeks, but not more than 50 ordinary hours may be worked in any of such weeks.

30.3. With the exception of time occupied in having meals, the work of each shift shall be continuous.

31. ACCRUED DAYS OFF

31.1. A full time Employee rostered to work on shifts of eight hours duration will work 152 hours in each four week roster cycle to be worked as 19 days each of eight hours with an accrued day off in each four week roster cycle.

31.2. An accrued day off may be deferred for a maximum of one month and only in exceptional circumstances and only with agreement between the Employer and Biomedical Engineer.

32. MEAL BREAKS

A meal interval of not less than 30 minutes and not more than 60 minutes shall be allowed during each shift in excess of five hours and shall not be counted as time worked.

33. TEA BREAKS

At a time suitable to the Employer, two tea breaks each of ten minutes shall be given to each Biomedical Engineer during each ordinary hours period of duty and shall be counted as time worked.

34. ROSTERS

A roster setting out a Biomedical Engineer's 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 three days' notice being given to the Biomedical Engineer affected by such alteration.

35. CONSULTATION ABOUT CHANGES TO ROSTERS OR HOURS OF WORK

35.1. Where an Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee or Employees affected and their representatives, if any, about the proposed change.

35.2. The Employer must:

35.2.1. provide to the Employee or Employees affected and their representatives, if any, all relevant information about the proposed change, provided that no Employer is required to disclose confidential information the disclosure of which would be contrary to the Employer's interests;

- 35.2.2. invite the Employee or Employees affected to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities);
- 35.2.3. commence the consultation as early as practicable; and
- 35.2.4. give prompt consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives.

36. OVERTIME

- 36.1. An Employer may require a Biomedical Engineer to work reasonable overtime and such Biomedical Engineer shall work overtime in accordance with such requirement.
- 36.2. Only authorised overtime shall be paid for and the following rates of overtime shall apply:
 - 36.2.1. in excess of the ordinary hours of work on any one day – time and a half for the first two hours and double time thereafter; and
 - 36.2.2. outside the spread of twelve hours from the commencement of the last rostered period of ordinary time – double time.
- 36.3. Except as provided for in clause 36.4 below, overtime shall be paid for and a Biomedical Engineer shall not be allowed to take time off in lieu thereof.
- 36.4. A Biomedical Engineer – Class 4 and 5, may elect in lieu of payment of overtime, to take time off equivalent to the time worked at a time mutually agreed between the Employer and the Biomedical Engineer.

37. REVIEW OF NON-ESSENTIAL OVERTIME

The Employer, in consultation with Biomedical Engineers, will undertake a review of the use of overtime in the workplace with the aim of achieving a targeted reduction in the use of non-essential overtime over the life of the agreement.

38. SHIFT ALLOWANCES

- 38.1. In addition to any rates prescribed elsewhere in this Agreement a Biomedical Engineer whose rostered hours of ordinary duty finish between 6:00pm and 8:00am or commence between 6:00pm and 6:30am shall be paid an amount equal to 2.5% of the rate applicable to first year of experience, Biomedical Engineer – Class 1 per rostered period of duty.
- 38.2. Provided that in the case of a Biomedical Engineer working on any rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5:00am, he/she shall be paid for any such period of duty an amount equal to 4% of the rate applicable to first year of experience, Biomedical Engineer – Class 1 and provided further that in the case of a Biomedical Engineer permanently working on any such rostered hours of ordinary duty he/she shall be paid for any such period of duty an amount equal to 5% of the rate applicable to first year of experience, Biomedical Engineer – Class 1. Permanently working shall mean working any period in excess of four consecutive weeks.
- 38.3. Provided further that in the case of a Biomedical Engineer 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, he/she shall be paid an amount equal to 4% of the rate applicable to first year of experience, Biomedical Engineer – Class 1 on the occasion of each such change in addition to any amount payable under the preceding provisions of this clause.

38.4. The allowances payable pursuant to this clause shall be calculated to the nearest five cents, portions of a cent being disregarded.

39. SPECIAL RATES (SATURDAY & SUNDAY)

39.1. 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.

39.2. 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.

39.3. 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.

40. ON-CALL/RECALL ALLOWANCES

40.1. Recall – Overtime

40.1.1. An Employee who is recalled to work during an off duty period where that work is not continuous with the next succeeding rostered period of duty will be paid overtime for a minimum of three hours pay at the overtime rate as defined in **clause 36** of this Agreement.

40.1.2. An Employee recalled to work will not be required to work the full three hours if the work to be performed is completed in a shorter period.

40.1.3. **Clause 40.1.2** will not apply when overtime is continuous with completion or commencement of ordinary working time.

40.2. In lieu of receiving payment for overtime worked in accordance with this clause, Employees may, with the consent of the Employer, be allowed to take time off, for a period of time equivalent to the period worked in excess of ordinary rostered hours of duty, plus a period of time equivalent to the overtime penalty incurred. Such time in lieu shall be taken as mutually agreed between the Employer and the Employee, provided that the accrual of such leave shall not extend beyond a 28 day period. Where the leave is not taken within 28 days, such time shall be paid in accordance with this clause at the rate of pay which applied on the day the overtime was worked.

40.3. An Employer may require an Employee to work reasonable overtime at overtime rates and such an Employee will work overtime in accordance with such a requirement.

40.4. Rest Period after Recall - Overtime (including Saturday and Sunday)

40.4.1. When overtime work including recall work (but excluding telephone recall work) is necessary it should be arranged so that Employees have at least 10 consecutive hours off duty between that work and the next successive shift.

40.4.2. An Employee who works so much overtime or recall work (excluding telephone recall work) between the termination of her/his last previous rostered ordinary hours of duty and the commencement of her/his next succeeding rostered period of duty such that she/he would not have had at least 10 consecutive hours off duty between the completion of overtime/recall and the commencement of the next rostered shifts, then subject to this clause, she/he shall be released after completion of such overtime or recall work until she/he has had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

40.4.3. If an Employee is required by the Employer to resume or to continue to work without having had 10 consecutive hours off duty she or he will be paid at the rate of double time until they have been released from duty for such rest period and she/he shall then be entitled to 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

40.5. Transport following overtime

In the event of any Employee finishing any period of overtime at a time when reasonable means of transport are not available for the Employee to return to her/his place of residence the Employer shall provide adequate transport free of cost to the Employee.

40.6. Oncall/Recall

40.6.1. An Employee may be rostered to be "on call" (that is to be available to be recalled to duty in that period of time beyond the Employee's rostered hours of duty).

40.6.2. An Employee rostered to be on-call shall be paid the "on-call allowance" equal to 2.5% of the weekly rate for Biomedical Engineer – Class 1 Year 2, per 12 hour period or part thereof.

40.6.3. An Employee is entitled to four clear days in each fortnight of a four week roster cycle free of duty, including on-call/recall work.

40.7. Alternate On Call Allowance (Four Clear Days).

40.7.1. A Party may propose that all Employees at a particular campus be covered by an alternate arrangement to that in **clause 40.6.3**. The proposal may be implemented where the Employer, Professionals Australia (or other Employee nominated representative) and the majority of affected Biomedical Engineering staff genuinely agree.

40.7.2. Any arrangements adopted in accordance with this clause shall be recorded in writing and copies shall be provided to Employees to whom the arrangements apply.

40.8. Recall - Telephone Allowance

Where recall to duty can be managed without the Employee having to return to their workplace, such as by telephone, such Employee will be paid a minimum of one hour's overtime, provided that multiple recalls within a discrete hour will not attract additional payment.

41. REVIEW OF ON-CALL/RECALL ARRANGEMENTS

The parties agree to review existing on-call/recall arrangements. The parties agree to consider the appropriateness of a cost neutral replacement of all or some of the current on-call/recall allowances with a Remote Technology Allowance. The costs of the technology are to be borne by the Employer.

42. WORKLOAD

42.1. The Employer acknowledges the benefits to both the organisation and the individual Employees gained through Employees having a balance between both their professional and family life.

42.2. The Employer further recognises that the allocation of work must include consideration of the Employee's hours of work, health, safety and welfare.

42.3. However, the Employer may require the Employee to work reasonable overtime where:

42.3.1. such work is unavoidable because of work demands and reasonable notice of the requirement to work overtime is given by the Employer; or

42.3.2. where due to an emergency, it has not been possible to provide reasonable notice.

42.4. In accordance with the NES the Employee may refuse to work additional hours referred to in **clause 42.3** above if the request is unreasonable.

42.5. In the event an individual Employee identifies a particular workload issue affecting them, they should in the first instance discuss the issue with their immediate manager or supervisor.

PART 6 – LEAVE ARRANGEMENTS AND RELATED MATTERS

43. ANNUAL LEAVE

43.1. Period of leave

A full-time Biomedical Engineer will be granted 4 weeks annual leave at ordinary pay for each twelve month period. An Employee's entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work.

43.2. Annual Leave – Exclusive of public holidays

If the period during which an Employee takes paid annual leave includes a public holiday prescribed by clause 52 (Public Holidays) the Employee is taken not be on paid annual leave on that public holiday.

43.3. Leave to be taken

Except as provided for by clause 43.7 and clause 44 (Cashing Out of Annual Leave) payment shall not be made or accepted in lieu of annual leave.

43.4. Time of taking leave

43.4.1. To assist Biomedical Engineers in balancing their work and family responsibilities by agreement between the Employer and the Biomedical Engineer annual leave may be taken at any time within a period of 24 months from the date at which it falls due.

43.4.2. To assist Biomedical Engineers in balancing their work and family responsibilities by agreement between the Employer and the Biomedical Engineer may elect, with the consent of the Employer, to take annual leave in single periods not exceeding ten days in any calendar year at a time or times agreed between them.

43.4.3. The Employer must not unreasonably refuse to agree to a request by the Employee to take paid annual leave.

43.5. Leave allowed before the due date

43.5.1. An Employer may pay annual leave to a Biomedical Engineer before the right thereto has accrued. Where such leave is taken a further period of annual leave shall not commence to accrue until after the date at which the leave taken would have accrued had it not been taken.

43.5.2. Where leave has been granted to a Biomedical Engineer pursuant to this subclause before the right thereto has accrued and the Biomedical Engineer subsequently leaves or is discharged from the service of the Employer before completing the twelve months continuous service in respect of which the leave was granted and the Biomedical Engineer subsequently leaves or is discharged from the service of the Employer and the sum paid by the Employer for the leave taken in advance exceeds the sum which the Employer is required to pay under clause 43.7, the Employer shall not be liable to make any payment to the Biomedical Engineer under clause 43.7 and shall be entitled to deduct the amount of such excess from remuneration payable to the Biomedical Engineer upon the termination of employment.

43.6. Payment for period of annual leave

Each Biomedical Engineer before going on leave shall be paid for the period of such leave provided the period is not less than one week.

43.7. Proportionate Leave

43.7.1. When the employment of a Biomedical Engineer ends, the Biomedical Engineer will be paid all accrued untaken annual leave to which they are entitled as at that date.

43.7.2. Nothing in this clause affects the obligations of an Employer to give or a Biomedical Engineer to take annual leave in accordance with this Agreement.

43.8. Additional Leave - Weekend Worker

43.8.1. A Biomedical Engineer who is a shiftworker for the purposes of the National Employment Standards, is an Employee who is regularly rostered to work Sundays and public holidays.

43.8.2. A Biomedical Engineer who is a shiftworker for the purposes of the National Employment Standards, shall be entitled to one additional week's annual leave, in accordance with the Act.

43.8.3. Full-Time biomedical engineers ONLY

(a) A full-time Biomedical Engineer required to work and who works ordinary hours as prescribed under **clause 30** (Hours of Work) on weekdays and on weekends throughout the qualifying twelve month period of service shall be entitled to 38 working hours additional leave.

(b) A full-time Biomedical Engineer with twelve months continuous service who works ordinary hours on weekdays and on weekends, for part of the qualifying twelve month period shall have the leave prescribed in **clause 43.1** increased by 3 hours 48 minutes for each month during which engaged as aforesaid.

(c) A full-time Biomedical Engineer so engaged for the part of the qualifying twelve month period whose employment is terminated shall receive in addition to other annual leave due a pro-rata payment based on the amount payable under **clause 43.8.3** for the full-qualifying twelve month period and the period so engaged.

(d) This subclause shall not apply to any weekend on which the Biomedical Engineer works four hours or less.

43.8.4. Part-time Biomedical Engineers Only – Sunday Worker

(a) For the purposes of this Agreement, Sunday worker shall mean any Biomedical Engineer who in any one year of employment works a portion of his/her ordinary hours on a Sunday.

(b) A Sunday worker who works on ten or more Sundays during the yearly period of which his/her leave accrues shall be allowed 38 working hours leave additional to the leave herein before prescribed. This subclause shall not apply to any Sunday on which the Biomedical Engineer works four hours or less.

43.8.5. No duplication of entitlements

For the avoidance of doubt, a shiftworker (as described in **clause 43.8.1**) who is also an Employee as defined in either of **clauses 43.8.3** or **43.8.4**, will not be entitled to additional leave under **clause 43.8.3** or **43.8.4**.

43.9. Other periods of leave during annual leave

43.9.1. If a period during which a Biomedical Engineer takes paid annual leave includes a period of any other leave (other than unpaid parental leave) under Part 2-2 of the Act (the National Employment Standards), or a period of absence from employment under Division 8 of Part 2-2 of the Act (which deals with community services leave), the Biomedical Engineer is taken not to be on paid annual leave for the period of that other leave or absence.

43.9.2. If the Employer so requires, the Biomedical Engineer must give the Employer evidence that would satisfy a reasonable person that the other leave taken is for a reason specified in **clause 46** (Personal/Carers Leave) or **clause 47** (Compassionate Leave) of this Agreement, as the case may be. A Biomedical Engineer is not entitled to take leave under **clause 46** or **clause 47** unless he or she complies with any such requirement. Where a Biomedical Engineer complies with these provision the number of days specified in the required evidence shall be deducted from any personal/carer's leave entitlement standing to the Biomedical Engineer's credit, and shall be re-credited to his/her annual leave entitlement.

43.9.3. The amount of annual leave loading received for any period of annual leave converted to any other form of leave in accordance with **clause 43.9.1** shall be deducted from any future entitlement to annual leave loading, or if the Biomedical Engineer, resigns, from termination pay.

43.10. Annual Leave loading

43.10.1. A loading of 17.5% shall be paid at the time leave is taken except when the Biomedical Engineer is in receipt of a weekly wage in excess of the rate for a Biomedical Engineer – Class 4 – 1st year and further provided that where the wage of a Biomedical Engineer is in excess of the rate for a Biomedical Engineer – Class 4 1st year per week, the 17.5% loading shall be replaced by and payable by the amount equal to 17.5% of the rate for a Biomedical Engineer – Class 4 – 1st year of experience.

43.10.2. The loading calculated according to **clause 43.10.1** shall be payable on proportionate leave paid on termination and calculated according to **clause 43.7**.

44. CASHING OUT OF ANNUAL LEAVE

44.1. Subject to **clause 44.2** below, where a Biomedical Engineer has accrued annual leave in excess of eight (8) weeks then by mutual written agreement between the Biomedical Engineer and Employer, the Biomedical Engineer may cash out some of the annual leave (and annual leave loading as applicable) due to the Biomedical Engineer as a one off cash payment. Superannuation contributions will be paid by the Employer in respect of the period of annual leave to be paid out.

44.2. Cashing out of accrued annual leave in accordance with this clause is subject to:

- 44.2.1. Paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
- 44.2.2. Each cashing out of a particular amount of paid annual leave must be by separate agreement in writing between the Employer and Employee; and
- 44.2.3. The Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has foregone.

45. PURCHASED LEAVE

- 45.1. Notwithstanding any other provision of this Agreement, an Employee may, with the agreement of the Employer, work less than 52 weeks per year. Access to this entitlement may only be granted on application from an Employee and cannot be required as a precondition for employment.
- 45.2. Where the Employer and a Biomedical Engineer agree to a reduction in the number of working weeks under clause 44.1 above the Biomedical Engineer will receive purchased annual leave as follows:

48/52 weeks	4 weeks purchased leave
49/52 weeks	3 weeks purchased leave
50/52 weeks	2 weeks purchased leave
51/52 weeks	1 weeks purchased leave

- 45.3. The Employee will receive a reduced salary equal to the period worked (for example, 48 weeks, 49 weeks, 50 weeks, 51 weeks) which will be spread over a 52 week period.
- 45.4. Accrual of personal/carers leave and long service leave by the Biomedical Engineer shall remain unchanged.

46. PERSONAL/CARER'S LEAVE

- 46.1. Biomedical Engineers will advise the Employer of their intention to take personal/carer's leave prior to the commencement of their rostered shift, unless impractical to do so.
- 46.2. The provisions of this clause apply to full-time and regular part-time Employees. See clause 46.10 for casual Employees' entitlements.
- 46.3. Amount of paid personal/carer's leave

- 46.3.1. Paid personal/carer's leave will be available to an Employee when they are absent because of:
 - (a) personal illness or injury; or
 - (b) personal illness or injury of an Immediate Family or household member who requires the Employee's care or support; or
 - (c) an unexpected emergency affecting an Immediate Family or household member; or
 - (d) the requirement to provide ongoing care and attention to another person who is wholly or substantially dependent on the Employee, provided that the care and attention is not wholly or substantially on a commercial basis.

46.3.2. The amount of leave a Biomedical Engineer is entitled to depends on how long the Biomedical Engineer has worked for the Employer and accrues as follows:

- (a) During the first year of service – 7.6 hours for each month of service up to 91.2 hours;
- (b) During the second, third and fourth years of service – 106.4 hours will be available;
- (c) In the fifth and subsequent years of service – 159.6 hours will be available.

46.3.3. An Employee's entitlement accrues progressively during a year of service according to the Employee's ordinary hours of work, and unused personal/carer's leave accumulates from year to year.

46.3.4. The entitlement for a part-time Biomedical Engineer accrues on a pro-rata basis.

46.4. Use of accumulated personal/carer's leave

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

46.5. Notice requirements

A Biomedical Engineer must give notice:

46.5.1. As soon as reasonably practicable and during the ordinary hours of the first duty as far as practicable state the nature of the injury, illness or emergency and the estimated duration of the absence. If it is not reasonably practicable to inform the Employer during the ordinary hours of the first day or shift of such absence, the Biomedical Engineer will inform the Employer within 24 hours of such absence.

46.5.2. When taking 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 notice must include:

- (a) The name of the person requiring such care and support and their relationship to the Biomedical Engineer;
- (b) The reasons for taking such leave; and
- (c) The estimated length of absence.

46.6. Evidence supporting the claim

46.6.1. When taking leave for personal illness or injury, the Biomedical Engineer must, if required by the Employer, establish by production of evidence that would satisfy a reasonable person that the leave taken is for a reason specified in clause 46.3.1 of this Agreement and that the Biomedical Engineer was unable to work because of injury or personal illness.

46.6.2. When taking leave to care for members of their Immediate Family or household who are sick and require care and support, the Biomedical Engineer must, if required by the Employer establish by production of evidence that would satisfy a reasonable person that the leave taken is for a reason

specified in **clause 46.3.1** of this Agreement, and that such a reason requires care by the Biomedical Engineer.

- 46.6.3.** When taking leave to care for members of their Immediate Family or household who are sick and require care due to an unexpected emergency, the Biomedical Engineer must, if required by the Employer, establish by production of evidence that would satisfy a reasonable person that the leave taken is for a reason specified in **clause 46.3.1** of this Agreement, and that such a reason requires care by the Biomedical Engineer.

46.7. Single day absences

A Biomedical Engineer may be absent through personal illness for one day, without furnishing evidence of such sickness, on not more than three occasions in any one year of service, except that where a Biomedical Engineer is rostered to work on a public holiday and fails to do so through sickness, they must furnish evidence of such illness within three days of their return to work.

46.8. Absences on a public holiday

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.

46.9. Unpaid carer's leave

Where an Employee has exhausted all paid personal/carer's leave entitlements, he/she is entitled to take unpaid carer's leave to provide care or support in the circumstances outlines in **clause 46.3.1(b)**, **clause 46.3.1(c)** and **clause 46.3.1(d)**. The Employer and the Employee will agree on the period. In the absence of agreement, the Employee is entitled to take up to two (2) days' unpaid carer's leave per occasion.

46.10. Casual Employees – Caring responsibilities

- 46.10.1.** Casual Employees are entitled to be unavailable to attend work or to leave work 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.
- 46.10.2.** The Employer and Employee will agree on the period for which the Employee will be entitled to be unavailable to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to two (2) days per occasion. The casual Employee is not entitled to any payment for the period of non-attendance.
- 46.10.3.** The Employer will require the casual Employee to provide evidence that would satisfy a reasonable person that the leave taken is for a reason specified in **clause 46.3.1** of this Agreement to support the taking of this leave.

46.11. Transfer between hospitals

- 46.11.1.** Where a Biomedical Engineer transfers to another hospital specified below, accumulated personal/carer's leave to their credit up to a maximum of 2128 hours shall be credited to them in their new employment as accumulated personal/carer's leave. The hospital may require the

Biomedical Engineer to produce a written statement from their previous Employer specifying the amount of accumulated personal/carer's leave at the time of leaving that previous employment.

46.11.2. The specified hospitals are:

- (a) Albury Wodonga Health (Wodonga Hospital);
- (b) Alfred Health;
- (c) Austin Health;
- (d) Barwon Health;
- (e) Eastern Health;
- (f) Goulburn Valley Health;
- (g) Latrobe Regional Hospital;
- (h) Melbourne Health;
- (i) Mercy Public Hospitals Inc;
- (j) Peter MacCallum Cancer Centre;
- (k) Royal Children's Hospital;
- (l) Royal Women's Hospital;
- (m) South West Healthcare;
- (n) Southern Health; and
- (o) Western Health.

47. COMPASSIONATE LEAVE

47.1. Compassionate leave – Full and Part Time Employees

47.1.1. Employees are entitled to two days compassionate leave on each occasion, when a member of the Employee's Immediate Family or member of the Employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life;
- (b) sustains a personal injury that poses a serious threat to his/her life; or
- (c) dies.

Where such leave is taken:

- (a) to spend time with the member of the Employee's Immediate Family or household who has contracted or developed the personal illness or sustained the injury referred to above; or

(b) after the death of the member of the Employee's Immediate Family or household.

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

47.1.3. Such leave does not have to be taken consecutively.

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

47.1.5. The organisation will require the Employee to provide evidence that would satisfy a reasonable person that the leave taken is for a reason specified in **clause 47.1.1** of this Agreement to support the taking of compassionate leave.

47.2. Compassionate Leave for Casual Employees

47.2.1. Casual Employees are entitled to be unavailable to attend work or to leave work, if a member of the Employee's Immediate Family or a member of the Employee's household:

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

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

(c) dies.

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

47.2.3. The Employer will require the casual Employee to provide satisfactory evidence to support the taking of this leave.

48. LONG SERVICE LEAVE

48.1. Entitlements

48.1.1. A Biomedical Engineer shall be entitled to long service leave with pay, in respect of continuous service with one and the same Employer, or service with Institutions or Statutory Bodies, in accordance with the provisions of this clause.

48.1.2. Subject to **clause 48.1.2(d)**, the amount of such entitlement shall be:

(a) On the completion by the Biomedical Engineer of fifteen years continuous service – six months long service leave and thereafter an additional two months long service leave of completion of each additional five years' service.

(b) In addition, in the case of a Biomedical Engineer who has completed more than fifteen years' service whose employment is terminated otherwise than by the death of the Biomedical Engineer

an amount of long service leave equal to 1/30th of the period of his/her service since the last accrual of entitlement to long service leave under **clause 48.1.2(a)** above.

- (c) In the case of a Biomedical Engineer 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.
- (d) For the purposes of determining the entitlement of any Biomedical Engineer under any provision of this clause in respect of a period of employment beginning before 31st December 1964, and ending after the said date, so much of that service as was completed before said date shall be reduced by one quarter.

48.2. Recognised Service

- 48.2.1.** Subject to this subclause the service of a Biomedical Engineer 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 Institution or Institutions, for the periods required by **clause 48.1** of this Agreement.
- 48.2.2.** Subject to this subclause service shall also include all periods during which a Biomedical Engineer was serving in Her Majesty's Forces or was made available by the Employer for National Duty.
- 48.2.3.** 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 shall be disregarded.
- 48.2.4.** Where the business is transmitted from one Employer (the transmitter) to another Employer (the transferee) a Biomedical Engineer who worked with the transmitter and who continues in the services of the transferee shall be entitled to count his/her service with the transmitter as service with the transferee for the purposes of this clause.
- 48.2.5.** Subject to **clause 48.2.6** for the purposes of this clause service shall be deemed to be continuous notwithstanding:
 - (a) the taking of any annual leave or long service leave;
 - (b) 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 46** – Personal Leave;
 - (c) 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;
 - (d) any absence on account of injury arising out of or in the course of the employment of the Biomedical Engineer for a period during which payment is made under **clause 60** – Accident Make Up Pay;
 - (e) any leave or absence of the Biomedical Engineer where the absence is authorised in advance in writing by the Employer to be counted as service;
 - (f) any interruption arising directly or indirectly from an industrial dispute;

- (g) 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 Biomedical Engineer's allowable period of absence from employment. A Biomedical Engineers allowable period of absence from employment shall be five weeks in addition to the total period of paid annual leave and/or personal leave which the Biomedical Engineer actually receives on termination or for which he/she is paid in lieu;
- (h) the dismissal of a Biomedical Engineer if the Biomedical Engineer is re-employed within a period not exceeding two months from the date of such dismissal;
- (i) any absence from work of a Biomedical Engineer for a period not exceeding twenty four months in respect of an entitlement under **clause 49 – Parental Leave**;
- (j) any other absence of a Biomedical Engineer by leave of the Employer, or on account of injury arising out of or in the course of his/her employment not covered by **clause 48.2.5(d)** of this Agreement.

48.2.6. In calculating the period of continuous service of any Biomedical Engineer; any interruption or absence of a kind mentioned in **clause 48.2.5(a) to clause 48.2.5(e)** of the last preceding subclause shall be counted as part of the period of his/her service, but any interruption or absence of a kind mentioned in **clause 48.2.5(f) to clause 48.2.5(j)** of the said subclause shall not be counted as part of the period of service unless it is authorised in writing by the Employer.

48.2.7. The onus of providing a sufficient aggregate of service to support a claim for any long service leave entitlement shall at all times rest upon the Biomedical Engineer concerned. A certificate in the following form shall constitute acceptable proof:

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

.....

Specify hereunder full details of long service leave granted during service or on termination:

.....

.....

Signed.....
 [Stamp of Institution]

48.2.8. Every Employer shall keep or cause to be kept a long service leave record for each Biomedical Engineer containing particulars of service, leave taken and payment made.

48.3. Payment in lieu of long service leave on the death of a Biomedical Engineer

Where a Biomedical Engineer who has completed at least ten years service dies while still in employ of the Employer, the Employer shall pay to such Biomedical Engineers personal representative a sum equal to the pay of such Biomedical Engineer for 1/30th of the period of the Biomedical Engineers continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the Biomedical Engineer.

48.4. Payment for periods of long service leave

48.4.1. Payment to a Biomedical Engineer in respect of long service leave shall be made in one of the following ways:

- (a) in full in advance when the Biomedical Engineer commenced his leave; or
- (b) at the same time as payment would have been made if the Biomedical Engineer had remained on duty; in which case payment shall, if the Biomedical Engineer in writing so requires, be made by cheque posted to a specified address; or
- (c) in any other way agreed between the Employer and the Biomedical Engineer.

48.4.2. Where the employment of a Biomedical Engineer is for any reason terminated before he/she takes any long service leave to which he/she is entitled or where any long service leave accrues to a Biomedical Engineer pursuant to clause 48.1.2(b) the Biomedical Engineer shall subject to the provisions of clause 48.4.3 be entitled to pay in respect of such leave as at the date of termination of employment.

48.4.3. Where any long service leave accrues to a Biomedical Engineer pursuant to clause 48.1.2(c) the Biomedical Engineer shall be entitled to pay in respect of such leave as at the date of termination of employment.

48.4.4. Provided in the case of a Biomedical Engineer of an Institution or Statutory Body who accrues entitlement pursuant to clause 48.1.2(c) and who intends to be re-employed by another Institution or Statutory Body.

- (a) Such a Biomedical Engineer may in writing request payment in respect of such leave to be deferred until after the expiry of the Biomedical Engineer's allowable period of absence from employment provided in clause 48.2.5(j).

48.4.5. Except where the Biomedical Engineer gives the Employer notice in writing that the Biomedical Engineer has been employed by another Institution or Statutory Body the Employer shall make payment in respect of such leave at the expiry of the Biomedical Engineer's allowable period of absence from employment.

48.4.6. Where the Biomedical Engineer gives the Employer notice in writing that the Biomedical Engineer has been employed by another Institution or Statutory Body the Employer is no longer required to make payment to the Biomedical Engineer in respect of such leave.

48.4.7. Where an increase occurs in the ordinary time rate of pay during any period of long service leave taken by the Biomedical Engineer, the Biomedical Engineer shall be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

48.5. Taking of leave

48.5.1. Where a Biomedical Engineer 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 Fair Work Commission, provided that no such determination shall require such leave to commence before the expiry of six months from the date of such determination.

48.5.2. Any long service leave shall be inclusive of public holidays occurring during the period when the leave is taken.

48.5.3. If the Employer and a Biomedical Engineer so agree:

- (a) the first six months long service leave to which a Biomedical Engineer becomes entitled under this determination may be taken in two or three separate periods; and
- (b) any subsequent period of long service leave to which the Biomedical Engineer becomes entitled may be taken in two separate periods.

But save for the aforesaid long service leave shall be taken in one period.

48.5.4. An Employer may by agreement with a Biomedical Engineer grant long service leave to the Biomedical Engineer before the entitlement to that leave has accrued, provided that such leave shall not be granted before the Biomedical Engineer has completed ten years' service.

48.5.5. Where the employment of a Biomedical Engineer 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 Biomedical Engineer in respect of the leave in advance.

48.6. Definitions

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

- 48.6.1. **Pay** means remuneration for a Biomedical Engineer's normal weekly hours of work calculated at the Biomedical Engineer's ordinary time rate of pay provided in clause 16 of this Agreement, at the time the leave is taken or (if he/she dies before the completion of leave so taken) as at the time of his/her death, and shall include the amount of any increase to the Biomedical Engineer's ordinary time rate of pay which occurred during the period of leave as from the date such increase operates.
- 48.6.2. **Month** shall mean a calendar month.
- 48.6.3. **Institution** shall mean any hospital or benevolent home, community health centre, Society or Association registered and subsidised pursuant to the Health Services Act, the Cancer Institute constituted under the Cancer Act or the Fairfield Hospital Board or the Bush Nursing Association (Inc).
- 48.6.4. **Statutory Body** means the former Hospitals and Charities Commission (Vic) and its successors, the Department of Health and its predecessors, and/or the Nurses Board of Victoria.
- 48.6.5. **Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding interpretation.

48.7. **Half or Double Pay Long Service Leave**

Where a Biomedical Engineer is entitled to a period of long service leave, the Employer shall, at the request of the Biomedical Engineer and subject to the approval of the Employer (such approval shall not be unreasonably withheld) allow the Biomedical Engineer 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).

49. **PARENTAL LEAVE**

- 49.1. Subject to the terms of this clause Employees are entitled to paid and unpaid maternity, paternity/partner and adoption leave and to work part-time in connection with the birth or adoption of a child in respect of whom the Employee will have care responsibilities.
- 49.2. The provisions of this clause apply to full-time, part-time and eligible casual Employees but do not apply to other casual Employees.
- 49.3. **An eligible casual Employee means a casual Employee:**
 - 49.3.1. employed by an Employer on a regular and systematic basis for a sequence of periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
 - 49.3.2. who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.
- 49.4. 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).

49.5. An Employer must not fail to re-engage a casual Employee because:

49.5.1. the Employee or Employee's spouse is pregnant; or

49.5.2. the Employee is or has been immediately absent on parental leave.

49.6. 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.

49.7. Definitions

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

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

49.8. Basic entitlement

49.8.1. Employees who have, or will have, completed at least twelve months continuous service, are entitled, subject to any extended leave granted under the NES, 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, which must be taken by an Employee in a single continuous period. An Employee who does not satisfy the qualifying service requirement for the paid components of leave, or an Employee who is an eligible casual Employee, shall be entitled to leave without pay for a period not exceeding 52 weeks.

49.8.2. Eligible Employees shall be entitled to parental leave in accordance with the following table:

Type of Leave	Paid Leave	Unpaid Leave	Combined Total
Maternity Leave	10 weeks	42 weeks if primary caregiver	52 weeks
Paternity/Partner	1 week	51 weeks if primary caregiver	52 weeks
Adoption Leave – Primary Caregiver	10 weeks	42weeks	52 weeks
Adoption Leave – Secondary Caregiver	1 week	2 weeks	3 weeks

49.9. Parental Leave Half Pay Option

An Employee who is entitled to paid maternity leave or adoption (primary caregiver) leave shall be entitled to take that leave at half pay for twice the period, provided that the combined total period of parental leave does not exceed the amounts set out in clause 49.8 above.

49.10. Employee Couple – Concurrent Leave

- 49.10.1.** In the case of Employee couples, parental leave is to be available to only one parent at a time, in a single unbroken period. However, both parents may simultaneously take up to eight weeks leave (including any paid leave), in accordance with the Act.
- 49.10.2.** Unless the Employer agrees the concurrent leave must not start before, and must not end more than eight weeks after the date of the birth of the child or the day of the placement of the child.
- 49.10.3.** The total concurrent leave must be for a period of eight weeks or less. If the Employer agrees, the concurrent leave may start earlier or end later than is permitted by clause 49.10.2.
- 49.10.4.** The concurrent leave may be taken in separate periods, however each period must not be shorter than two weeks unless otherwise agreed with the Employer.

49.11. Maternity leave

- 49.11.1.** Subject to clause 49.8.1 and unless agreed otherwise between the Employer and Employee, an Employee may begin maternity leave at any time within six weeks immediately prior to the expected date of birth. Otherwise the period of parental leave must start on the date of birth or placement of the child, as relevant, except where taken by spouses or de facto partners in accordance with the Act.
- 49.11.2.** 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 clause 49.18.2, an Employer may require the Employee to provide a medical certificate containing the following statements (as applicable):
 - (a)** A statement of whether the Employee is fit for work;
 - (b)** If the Employee is fit for work – a statement of whether it is inadvisable for the Biomedical Engineer to continue in her present position during a stated period because of:
 - (i)** Illness or risks, arising out of the Employee’s pregnancy; or
 - (ii)** Hazards connected with the position.
- 49.11.3.** The Employer may require the Employee to take a period of parental leave as soon as practicable if:
 - (a)** The Employee does not give the Employer the certificate requested under clause 49.11.2 within 7 days after the request; or
 - (b)** Within 7 days after the request, the Employee gives the Employer a medical certificate stating that the Employee is not fit for work; or
 - (c)** The following sub-paragraphs are satisfied:
 - (i)** Within 7 days after the request, the Employee gives the Employer a medical certificate stating that the Employee is fit for work, but that it is inadvisable for the Employee to continue in her present position for a stated period for a reason referred to in clause 49.11.2(b) (i) or (ii); and

(ii) **Clause 49.18** (transfer to a safe job) does not apply to the Employee.

49.11.4. The period of leave under **clause 49.11.3** must not end later than the earlier of the following:

- (a) The end of the pregnancy;
- (b) If the Employee has given the Employer notice of taking a period of leave connected with the birth of a child (whether it is paid or unpaid parental leave or some other kind of leave) – the start date of that leave.

49.11.5. The period of leave under **clause 49.11.3**:

- (a) Is an exception to the rule that the Employee must take her parental leave in a single continuous period;
- (b) Is an exception to the rules about when the Biomedical Engineer's period of parental leave must start;

49.11.6. The Employee is not required to comply with the evidentiary requirements in **clause 49.13** of this Agreement in relation to the period of leave.

49.11.7. Where leave is granted under **clause 49.12.1**, 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.

49.12. Personal illness leave and special maternity leave

49.12.1. Where the pregnancy of an Employee not then on maternity leave terminates other than by the birth of a living child, the Employee must as soon as practicable give notice to the Employer of the taking of leave advising the Employer of the period, or expected period, of the leave (the Employer may require the Employee to provide evidence that would satisfy a reasonable person that the leave is taken for a reason below, including without limitation a medical certificate as a precondition to taking the leave, in accordance with the following:

- (a) Where the pregnancy terminates during the first 20 weeks, during the notified period/s the Employee is entitled to access any paid and/or unpaid personal illness leave entitlements in accordance with the relevant personal leave provisions and any unpaid special maternity leave that may apply under the Act;
- (b) Where the pregnancy terminates after the completion of 20 weeks, during the notified period/s the Employee is entitled to paid special maternity leave not exceeding the amount of paid maternity leave available under **clause 49.8**, and thereafter, to unpaid special maternity leave in accordance with the Act.

49.12.2. Where an Employee not then on maternity leave is suffering from a pregnancy related illness she may take any paid personal illness leave to which she is entitled and/or unpaid personal illness leave in accordance with the relevant personal illness leave provisions under this Agreement or the Act (including in relation to unpaid special maternity leave).

49.13. Notice and evidentiary requirements

- 49.13.1.** A Biomedical Engineer must provide notice to the Employer in advance of the expected date of confinement of parental leave as outlined by the clause.
- 49.13.2.** The Biomedical Engineer must give written notice of the taking of parental leave (including the intended start and end dates of the leave) at least 10 weeks before commencing leave.
- 49.13.3.** Where this is not practicable (for example, if such failure results from confinement occurring earlier than the expected date, or from a requirement of an adoption agency to accept earlier or later placement of a child), the Biomedical Engineer will provide such notice as soon as reasonably practicable.
- 49.13.4.** At least four weeks before the intended start date, as notified under clause 49.13.2 of this Agreement, the Biomedical Engineer must in writing confirm the intended start and end dates of the leave, or advise the Employer of any changes to these dates, unless it is not practicable to do so.
- 49.13.5.** In the case of maternity or paternity leave, the Employer may require the Biomedical Engineer to provide such evidence as would satisfy a reasonable person of the date of birth, including without limitation, a medical certificate stating the date of birth or expected date of birth of the child.
- 49.13.6.** In the case of adoption leave the Employer may require the Biomedical Engineer to provide such evidence as would satisfy a reasonable person of the day of placement or expected day of placement of the child and that the child is or will be under 16 as at the day of placement or expected day of placement.
- 49.13.7.** When the Biomedical Engineer gives notice under clause 49.13.2 the Biomedical Engineer must also provide a statutory declaration stating particulars of any period of partner leave sought or taken by the Biomedical Engineer's spouse and that for the period of parental leave the Employee will not engage in any conduct inconsistent with his or her contract of employment.
- 49.13.8.** A Biomedical Engineer is not entitled to take paid parental leave unless he or she has complied with clause 49.13.1 to clause 49.13.7 as relevant.
- 49.13.9.** A Biomedical Engineer is not entitled to take unpaid parental leave unless he or she has complied with clause 49.13.1 to clause 49.13.6 as relevant.

49.14. Unpaid pre-adoption leave

- 49.14.1.** A Biomedical Engineer seeking to adopt a child is, on the production of satisfactory evidence if required, entitled to unpaid leave for the purpose of attending any interviews or examinations necessary to the adoption procedure. The Biomedical Engineer and the Employer should agree on the length of the unpaid leave.
- 49.14.2.** Where agreement cannot be reached the Employee is entitled to take up to two days unpaid leave. Where paid leave is available the Employee may require the Employer to take such leave instead.

49.15. Right to request extended parental leave

A Biomedical Engineer may request an extension of the period of unpaid parental leave provided for in **clause 49.8** of this Agreement under and in accordance with the National Employment Standards.

49.16. Variation of period of parental leave

49.16.1. Unless agreed otherwise between the Employer and the Biomedical Engineer, where a Biomedical Engineer takes leave under **clause 49.8** for less than the available period, the Biomedical Engineer may apply to their Employer to extend the period of parental leave, within the available period, on one occasion.

49.16.2. 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 end date of the parental leave.

49.17. Parental leave and other entitlements

49.17.1. A Biomedical Engineer 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 in accordance with the National Employment Standards.

49.17.2. Where a public holiday occurs during a period of paid parental leave, the public holiday is not to be regarded as part of the paid parental leave and the Employer will grant the Employee a day off in lieu, to be taken by the Biomedical Engineer immediately following the period of paid parental leave.

49.18. Transfer to a safe job

49.18.1. Where a Biomedical Engineer is pregnant and provides evidence that would satisfy a reasonable person (including, without limitation, a medical certificate) that she is fit for work but it is inadvisable for her to continue in her present position during a stated period (the risk period) because of illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Biomedical Engineer, the Employer will, transfer the Biomedical Engineer to an appropriate safe job (as defined by the Act), provided one exists, with no other change to the Employee's terms and conditions of employment (by reference to the hours actually worked) during the risk period.

49.18.2. Where no appropriate safe job exists, the Biomedical Engineer may take paid no safe job leave, at the Employee's base rate of ordinary hours of work for the risk period.

49.18.3. If the Biomedical Engineer's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.

49.18.4. If a Biomedical Engineer is on paid no safe job leave during the six week period before the expected date of birth of the child, and the Biomedical Engineer 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 Biomedical Engineer to take unpaid parental leave, in accordance with the Act.

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

49.18.6. The provisions of **clauses 49.11.4, 49.11.5 & 49.11.6** of this Agreement apply to the period of leave.

49.19. Returning to work after a period of parental leave

- 49.19.1.** 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.
- 49.19.2.** Subject to clause 49.19.3, an Employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to clause 49.18 hereof, the Employee will be entitled to return to the position they held immediately before such transfer.
- 49.19.3.** 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.

49.20. Replacement Employees

- 49.20.1.** A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Employee proceeding on parental leave.
- 49.20.2.** 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.

49.21. Consultation and Communication during Parental leave

- 49.21.1.** Where a Biomedical Engineer is on parental leave and a definite decision has been made that will have a significant effect on the status, pay or location of the Employee's pre-parental leave position, the Employer shall take reasonable steps to give the Employee information about and an opportunity to discuss, the effect of the decision on that position.
- 49.21.2.** The Biomedical Engineer shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Biomedical Engineer intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
- 49.21.3.** The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with clause 49.21.1.

49.22. Keeping in touch days

- 49.22.1.** During a period of parental leave an Employer and a Biomedical Engineer may agree to perform work for the purpose of keeping in touch with his or her employment in order to facilitate a return to employment at the end of the period of leave.
- 49.22.2.** Keeping in touch days must be agreed and be in accordance with section 79A of the *Fair Work Act 2009*.

49.23. Additional matters

- 49.23.1.** Previous service within the public health sector is to be regarded for the purposes of accessing the entitlement to paid maternity leave or maternity leave or adoption save for Biomedical Engineers with less than 12 months service with an Employer.
- 49.23.2.** Payment shall be made at the commencement of leave or, if requested by the Biomedical Engineer, by 5 salary payments over 10 weeks or as agreed.
- 49.23.3.** Biomedical Engineers who already receive maternity/parental leave payments in excess of those above shall not suffer any disadvantage.

50. PRE-NATAL LEAVE

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

51. DONORS LEAVE

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

52. PUBLIC HOLIDAYS

- 52.1.** A Biomedical Engineer shall be entitled to paid time off (or public holiday payments for time worked) in respect of public holidays in accordance with this clause.
- 52.2.** The public holidays to which this clause applies are the days determined under Victorian law as public holidays in respect of the following occasions:
 - 52.2.1.** New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
 - 52.2.2.** Australia Day, Anzac Day, Queen's Birthday and Labour Day; and
 - 52.2.3.** Melbourne Cup Day or in lieu of Melbourne Cup, some other day as determined in a particular locality;
 - 52.2.4.** Any additional public holiday declared or prescribed in Victoria or a locality in respect of any occasion other than those set out in **clause 52.2.1 – 52.2.3** above.

52.3. Public holiday benefits when substitute days/days in lieu are declared

Where Christmas Day, Australia Day, Boxing Day or New Year's Day (Actual Day) is a Saturday or Sunday, and a substitute holiday/day in lieu is determined under Victorian law on another day in respect of those occasions (Other Day) the public holiday benefits will be observed on the other day, For the avoidance of doubt the public holiday benefits will be observed on the day determined under Victorian law for each occasion not the Actual Day.

52.4. Substitution by Agreement between the Employees and Employer

52.4.1. An Employer and Employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected Biomedical Engineers shall constitute agreement.

52.4.2. An agreement pursuant to clause 52.4.1 shall be recorded in writing and be available to every affected Biomedical Engineer.

52.5. Public holiday benefit for time worked on a public holiday

52.5.1. A Biomedical Engineer who works (excluding recall) on any day specified in clause 52.2 or 52.3 shall:

(a) be paid at the rate of time and a half in addition to the weekly wage prescribed herein for the time worked with a minimum of four hours wages; or

(b) by mutual agreement be entitled to time off amounting to one and a half times the hours worked with a minimum of six hours time off without loss of pay; such time off shall be taken at a time mutually convenient to the hospital and the Biomedical Engineer within one month of the day on which the Biomedical Engineer worked – provided that where a Biomedical Engineer is entitled to a full working day off, such time off may be added to the Biomedical Engineer's annual leave by mutual consent.

52.5.2. A Biomedical Engineer who is recalled to duty and works on any day specified in clause 52.2 and 52.3 above shall be paid from the time of receiving the recall until the time of finishing such recall with a minimum of three hours payment for each such recall at double time and a half.

52.6. Public holiday benefit for when time is not worked on a public holiday

An Employee shall be entitled to a public holiday benefit for time not worked on a public holiday in accordance with the below clauses:

52.6.1. Where a public holiday is observed on a day a full-time or part-time Biomedical Engineer is normally rostered to work, but the Biomedical Engineer is not required by the Employer to work, the Biomedical Engineer is entitled to receive one day's ordinary pay based on the Employees ordinary hours of work for the relevant shift that would have fallen on such public holiday.

52.6.2. Subject to clause 52.6.4, where a public holiday is observed on a full-time Employee's rostered day off the full-time Biomedical Engineer 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 hospital without loss of pay in lieu thereof.

52.6.3. Subject to clause 52.6.4, where a public holiday is observed on a part-time Employee's rostered day off the Employer must review the roster pattern of the Biomedical Engineer over the preceding six months. If the review shows that the Biomedical Engineer has worked over 50% or more on the days which the particular public holiday is observed, the Biomedical Engineer shall be entitled to receive a pro-rata payment according to the following formula.

Example:

Average Hours	Applicable Shift Length	Base Payment	Penalty	Total Payment
24 hours 38 hours	X 8 hours	5.05 hours	Times by 1	5.05

NOTE: The above is an illustrative example only. To calculate the average weekly hours Employers must review the rosters over the previous six months. In addition the shift length used in the calculation should be appropriate to the shift that is normally worked by the Employee.

52.6.4. Subject to clause 52.7 below if a public holiday is observed on a Saturday or Sunday then clause 52.6.2 and 52.6.3 will only apply for weekend workers. For the purpose of this clause a weekend worker is an Employee who regularly works ordinary hours on a Saturday or Sunday.

52.6.5. Rostered day off for a Biomedical Engineer for the purpose of this clause is a day in which the Employee is not rostered for duty for the relevant roster period. This is distinct from clause 52.6.3 in which an Employee is normally rostered but given the day off.

52.7. Easter Saturday for Monday to Friday Workers

In respect of Easter Saturday, a Biomedical Engineer who ordinarily works Monday to Friday only and who does not work on Easter Saturday, shall be entitled to one day's pay in respect of Easter Saturday, or where there is mutual consent within four weeks following the date on which such holiday occurred the Biomedical Engineer may take one day off in lieu or have one day added to his/her annual leave.

53. 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 gazetted public holiday with a nominated religious holiday. Where a religious holiday is nominated to be a substitute and the Employee works on the gazetted holiday he or she will be paid at ordinary time. Applications are to be made at least one month in advance of the date on which the public holiday occurs.

54. STUDY LEAVE

54.1. Paid study leave will be available to all full-time and part-time Employees at the Employer's discretion. The Employer will not unreasonably refuse a request for study leave provided the leave is for Biomedical Engineering, scientific or health related study appropriate to the Biomedical Engineer's role.

54.2. Unless otherwise agreed, paid study leave of up to a maximum of 4 hours per week for up to 26 weeks per annum shall be available to full-time and part-time Biomedical Engineers and be available on a pro-rata basis for a part-time Biomedical Engineer.

54.2.1. Paid Study leave relevant to the Biomedical Engineer's duties and classification shall be taken as mutually agreed by, for example, four hours per week, eight hours per fortnight or blocks of 38 hours at a residential school.

54.2.2. An Employee wishing to take study leave in accordance with clause 54.1 must apply in writing to the Employer as early as possible prior to the proposed leave date. The Employee's request should include:

- a) details of the course and institution in which the Employee is enrolled or proposes to enrol; and
- b) details of the relevance of the course to the Employee's employment.

- 54.2.3.** The Biomedical Engineer must also notify the Employer of any change to the course or institution (if relevant), provided that if such notice is not given approval for study leave may be withdrawn by the Employer.
- 54.2.4.** Wherever possible the Employer must within seven days of the application being made notify the Employee of whether his or her request for study leave has been approved. In reaching a decision on approval the Employer may take account of operational requirements and the relevance of the course.
- 54.2.5.** Leave pursuant to this clause does not accumulate from year to year.

55. CONFERENCE/SEMINAR LEAVE

- 55.1.** All full-time and part-time Employees are entitled to five days' paid conference/seminar leave per annum. The five days' paid conference/seminar leave will be based on the individual Employee's usual shift length.
- 55.2.** Leave pursuant to this clause does not accumulate from year to year.
- 55.3.** Conference/seminar leave may be taken to attend a Biomedical Engineering, scientific or health related conference or seminar. The Employer will not unreasonably withhold its approval if the leave requested is for these purposes.
- 55.4.** An Employee seeking leave in accordance with this clause can be requested to provide details of the conference/seminar name, venue and date/time.
- 55.5.** Where possible the leave should be requested in writing six weeks in advance of the proposed leave date.
- 55.6.** Wherever possible the Employer must within seven days of the application being made notify the Employee of where his or her request for study leave has been approved. In reaching a decision on approval the Employer may take account of operational requirements and the relevance of the conference or seminar.

56. EXAMINATION LEAVE

- 56.1.** A Biomedical Engineer shall be granted leave with full wages in order to attend examinations necessary to obtain a qualification as specified in clause 17 of this Agreement, provided that such examinations are held within the Commonwealth of Australia.
- 56.2.** The amount of such leave shall be sufficient to allow the Biomedical Engineer:
- 56.2.1.** to proceed to and from the place of examination; and
- 56.2.2.** in addition, 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;
- 56.3.** any leave granted under the provision of this clause shall be in addition to the provisions of clause 43 - Annual leave.

57. LEAVE TO ENGAGE IN EMERGENCY RELIEF ACTIVITIES

- 57.1.** The Employer may, by agreement between the parties, develop a policy that facilitates the release of an Employee from duty without loss of pay where such Employee is a member of a recognised voluntary emergency relief organisation and where there is a local emergency situation, provided that such leave can be facilitated without unreasonably affecting the operations of the health service.
- 57.2.** A Biomedical Engineer will be entitled to take unpaid leave in relation to an eligible community service activity subject to and in accordance with the National Employment Standards (Division 8 (Community Services) of Part 2-2 of the Act.

58. JURY SERVICE

- 58.1.** A Biomedical Engineer required to attend for jury service during his/her ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of salary he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.
- 58.2.** A Biomedical Engineer shall notify his/her Employer as soon as possible of the date upon which he/she is required to attend for jury service.
- 58.3.** The Employer may require the Employee to give the Employer evidence that would satisfy a reasonable person:
- 58.3.1.** that the Employee has taken all necessary steps to obtain any amount of jury service pay to which the Employee is entitled; and
 - 58.3.2.** of the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the Employee for the period.
- 58.4.** If, in accordance with **subsection 58.3**, the Employer requires the Employee to give the Employer the evidence referred to in that subsection:
- 58.4.1.** the Employee is not entitled to payment under **subsection 58.1** unless the Employee provides the evidence; and
 - 58.4.2.** if the Employee provides the evidence – the amount payable to the Employee under **clause 58.1** is reduced by the total amount of jury service pay that has been paid, or is payable, to the Employee, as disclosed in the evidence.

59. POSITIVE ATTENDANCE PROGRAMS

The Employer will undertake negotiations with their Employees to develop Positive Attendance Programs to address these problems should they exist in the workforce. Positive Attendance Programs may be developed on a financial or non-financial basis as the Employer's complete discretion.

PART 7 - ALL OTHER MATTERS

60. ACCIDENT MAKE UP PAY

60.1. Accident make-up pay

60.1.1. Entitlement to accident make-up pay

- a) The Employer shall pay an Employee accident make-up pay where the Employee receives an injury for which weekly payments of compensation are payable by or on behalf of the Employer pursuant to the provisions of the Workplace Injury Rehabilitation and Compensation Act 2013.
- b) Accident make-up pay means a payment of an amount being the difference between the weekly amount of compensation paid to the Employee pursuant to the Workplace Injury Rehabilitation and Compensation Act 2013 and the Employee's ordinary rate of pay or where the incapacity is for a lesser period than one week, the difference between the amount of such compensation and the rate of pay for that period.
- c) The Employer shall pay or cause to be paid make-up pay during the incapacity of the Employee within the meaning of the Workplace Injury Rehabilitation and Compensation Act 2013. Such payment shall not be paid:
 - (i) in excess of a continuous period of 39 weeks; or
 - (ii) in excess of an aggregate period of 39 weeks in respect of a particular injury or incapacity;

without the approval of the Employer.

60.1.2. Obligation to pay

The liability of the Employer to pay make-up pay in accordance with this clause shall arise as at the date of the injury or accident in respect of which compensation is payable and the termination of the Employee's employment for any reason during the period of any incapacity shall in no way affect the liability of the Employer to pay make-up pay as provided in this clause.

60.1.3. Lump sum payment

In the event that the Employee receives a lump sum in redemption of weekly payments under the Workplace Injury Rehabilitation and Compensation Act 2013, the liability of the Employer to pay make-up pay in relation to that injury shall cease from the date of such redemption.

60.1.4. Repayment of accident make-up pay

The Employee shall repay any payments made in settlement of a claim for civil damages in connection with the injury to the extent that the judgement or settlement specifically compensates the injured Employee for make-up payments made under this clause.

60.1.5. Return to work

Where an Employee is off duty as a result of an injury or accident for which the Employer is liable for make-up pay under this clause, such Employee shall be entitled to return to duty on alternate duties should the Employee's treating medical practitioner so recommend for the purposes of rehabilitation, and provided suitable work is available without prejudice to other Employees.

60.1.6. Injuries incurred prior to proclamation of Accident Compensation Act

For an injury incurred prior to the proclamation of the Workplace Injury Rehabilitation and Compensation Act 2013 reference to that Act shall be deemed to be references to the Accident Compensation Act.

61. TRAINING

- 61.1. The parties to this Agreement will establish a joint Working Party to make recommendations to the Employer with regard to the extent and nature of any training that is desirable.
- 61.2. The Working Party will comprise of Employee and Employer representatives. The number of representatives will be agreed with the Employer.
- 61.3. The Working Party may at its discretion call on experts to attend the Working Party and to advise it on specific training matters.
- 61.4. The Working Party will develop a training model to meet any mandatory registration requirements. The Working Group may seek the assistance of the Fair Work Commission to assist it in providing the recommendations referred to in clause 61.1 with regard to a training model to meet any mandatory registration requirements.

62. EQUIPMENT DATABASE

There will be continued cooperation and support of Biomedical Engineers for the implementation of the development and implementation of a standardised/high cost equipment asset database for medical devices across Victorian Hospitals.

SIGNATORIES

Executed as an agreement

Executed by the Victorian Hospitals Industrial Association by its duly appointed officer on behalf of the Employer:



Signature

A. D. JONEFF

Name (print)

CEO

Position (print)

88 Maribyrnong Street
Footscray VIC 3011

Date: 30th January 2015

In the presence of:



Witness (signature)

ROBERT BELL

Name of witness (print)

Executed by Association of Professional Engineers, Scientists and Managers (Professionals Australia) on behalf of the Employees by its duly appointed officer:



Signature

SHIRENE HERRINGTON

Name (print)

DIRECTOR, VICTORIAN BRANCH

Position (print)

363 Eastern Road
South Melbourne VIC 3205

Date: 29/1/15

In the presence of:



Witness (signature)

APRIL BYRNE

Name of witness (print)